# AGENDA

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

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

- **Invocation – District 4**
- **Pledge of Allegiance**
- **Presentation of a proclamation designating the week of September 19 through September 25, 2011 as National Pollution Prevention Week**
- **Presentation of a proclamation designating the week of September 18 through September 24, 2011 as Child Passenger Safety Week and National Seat Check Saturday**
- **Public Comment***

## I. CONSENT AGENDA

### A. COUNTY COMPTROLLER

1. Approval of the minutes of the August 23, 2011 meeting of the Board of County Commissioners. **(Clerk's Office) Page 13-50**
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. **(Finance/Accounting) Page 13**
3. Disposition of Intangible and Tangible Personal Property as follows: **(Property Accounting) Page 13, 51-54**
   a. Dispose of an asset that was scrapped by the division.
   b. Dispose of assets that were returned to the vendor at the expiration of a lease.
   c. Dispose of an asset that was destroyed by fire.
   d. Transfer assets to the Orange County Sheriff's Office.
   e. Trade in assets for an allowance towards the purchase of new equipment.

## CONTINUED

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

# I. CONSENT AGENDA (Continued)

## B. COUNTY ATTORNEY

1. Approval of revisions to Administrative Regulations 8.07, 8.07.01, 8.07.02, 8.07.03, 8.07.04, 8.07.05, and 8.07.06 and new Administrative Regulations relating to use of county vehicles. **Page 55-77**

## C. COUNTY ADMINSTRATOR

1. Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings. **(Agenda Development Office) Page 78-79**

## D. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y11-1097-PD, Interior Painting Services, to the low responsive and responsible bidder, Picasso Painting, Inc., for a 1-year term. The estimated contract award amount is $327,122.50. ([Administrative Services Department Facilities Management Division] **Purchasing and Contracts Division) Page 80-89**
2. Approval to award Invitation for Bids Y11-1126-DG, Meter Boxes, to the low responsive and responsible bidder, Grandview Pipe & Supply Company. The estimated contract award amount is $1,797,663.60 for a 1-year term. ([Utilities Department Water Division] **Purchasing and Contracts Division) Page 90-98**
3. Approval to award Invitation for Bids Y11-1128-CH, Traffic Calming Program, to the low responsive and responsible bidder, Stage Door II, Inc. The estimated contract award amount is $1,235,100 for a 1-year term. ([Public Works Department Traffic Engineering Division] **Purchasing and Contracts Division) Page 99-108**
4. Approval to award Invitation for Bids Y11-628-JS, General Electric MDS SD Radios, to the sole responsive and responsible bidder, Blackburn Controls, Inc. dba BCI Technologies. The total contract award amount is $104,350. ([Utilities Department Water Reclamation Division] **Purchasing and Contracts Division) Page 109-118**
5. Approval to award Invitation for Bids Y11-760-PH, West Southwood Subdivision Gravity Sewer Rehabilitation and Water System Improvements, to the low responsive and responsible bidder, Pospiech Contracting, Inc. The total estimated contract award amount is $2,349,902.06. ([Utilities Department Engineering Division] **Purchasing and Contracts Division) Page 119-127**

**CONTINUED**

## I. CONSENT AGENDA (Continued)

### D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

6. Approval to award Invitation for Bids Y11-773-EZ, Orange County Generator Replacement and Electrical Modification in Various Buildings, to the low responsive and responsible bidder, Eau Gallie Electric, Inc. The total contract award amount is $983,053. ([Administrative Services Department Facilities Management Division] **Purchasing and Contracts Division) Page 128-137**
7. Approval to award Invitation for Bids Y11-776-CH, Old Winter Garden Road at Mission Road Intersection Improvements, to the low responsive and responsible bidder, Conpilog International Company. The total estimated contract award amount is $409,526.80. ([Public Works Department Engineering Division] **Purchasing and Contracts Division) Page 138-148**
8. Approval to award Invitation for Bids Y11-780-RM, Silver Star Community Park Cricket Field, to the low responsive and responsible bidder, Stones Unlimited, Inc. The total contract award amount is $179,800. ([Administrative Services Department Capital Projects Division] **Purchasing and Contracts Division) Page 149-159**
9. Approval to award Invitation for Bids Y11-785-RM, HVAC Equipment and BAS Controls Replacement for the Taft Community Center, Sphaler Park Activity Center and Taft Service Center, to the low responsive and responsible bidder, Air Mechanical and Service Corporation. The total contract award amount is $350,989. ([Administrative Services Department Capital Projects Division] **Purchasing and Contracts Division) Page 160-169**
10. Approval of Purchase Order M54222, Purchase of Cardiac Defibrillators, Related Equipment and Accessories to Physio-Control, Inc., in the amount of $1,618,621.50 ([Fire Rescue Department Logistics Division] **Purchasing and Contracts Division) Page 170-172**
11. Approval of Contract Y11-1146-JS, Maintenance and Support for Motorola Communications Systems, Equipment and Radios with Motorola, Inc. in the estimated contract award amount of $1,273,118.47. ([Office of Accountability Public Safety Communications Division] **Purchasing and Contracts Division) Page 173-174**
12. Approval of Amendment No. 7, Contract Y7-114-NW, Occupational Medical Services, with Florida Hospital Centra Care, for an estimated amount of $1,200,000. ([Office of Accountability Risk Management Division] **Purchasing and Contracts Division) Page 175**

**CONTINUED**

# I. CONSENT AGENDA (Continued)

## D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

13. Approval to award Invitation for Bids Y11-781-RM, Orange County Animal Services Kennel Renovations, to the low responsive and responsible bidder, Air Ideal, Inc. The total contract award amount is $290,000. ([Administrative Services Department Capital Projects Division] **Purchasing and Contracts Division) Page 176-184**
14. Approval of Amendment No. 2, Contract Y9-1085-GJ, Head Start Child Care Food Program, with G.A. Food Service, Inc. in the amount of $103,498.68 for a total estimated contract amount of $1,440,167. ([Family Services Department Head Start Division] **Purchasing and Contracts Division) Page 185**
15. Approval and execution by the Mayor of U.S. Department of Transportation Federal Aviation Administration Land Lease between Orange County and the U.S. Department of Transportation Federal Aviation Administration and delegation of authority to the Real Estate Management Division to exercise renewal options, if needed, for radar site and authorization to record instrument for FAA Radar site – Lease Renewal, Warren Park located at 2406 Warren Park Road, Orlando, Florida. District 4. **(Real Estate Management Division) Page 186-187**
16. Approval and execution by the Mayor of Option to Lease Agreement between KB Home Orlando, LLC and Orange County and delegation of authority to the Real Estate Management Division to execute Site Lease Agreement(s) for hurricane recovery pursuant to that certain Option to Lease, if needed for Hurricane Recovery Debris Site located at Fiquette-Hancock Road, Orlando, Florida. District 1. **(Real Estate Management Division) Page 188-189**
17. Approval and execution by the Mayor of Utility Easement between the School Board of Orange County Florida, f/k/a the Board of Public Instruction of Orange County, Florida and Orange County and authorization to record instrument for Hunter's Creek Elementary School – OCU File No. 62545. District 1. **(Real Estate Management Division) Page 190-191**
18. Approval and execution by the Mayor of Utility Easement between the School Board of Orange County Florida, f/k/a the Board of Public Instruction of Orange County, Florida and Orange County and authorization to record instrument for University High School Orange County Utilities Project #63885. District 5. **(Real Estate Management Division) Page 192-193**
19. Approval of Contract for Sale and Purchase with Comprehensive Riders to the Residential Contract for Sale and Purchase between Orange County and Nicholas Colon and Jessica Bauer-Colon, approval and execution by the Mayor of County Deed from Orange County to Nicholas Colon and Jessica Bauer-Colon and authorization to perform all actions necessary and incidental to closing for NSP Resale – 7520 Bear Claw Run, Orlando, FL 32825. District 3. **(Real Estate Management Division) Page 194-195**

**CONTINUED**

# I. CONSENT AGENDA (Continued)

## D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

20. Approval of Donation Agreement and Special Warranty Deed between James B. Bryan, III, as Trustee of the Kelly Bryan Ball Revocable Trust dated April 17, 2001 and Orange County, Florida and authorization to disburse funds to pay closing costs and perform all actions necessary and incidental to closing for 5505 East Colonial Drive. District 3. **(Real Estate Management Division) Page 196-197**
21. Approval of Conservation Easement, Non-Exclusive Perpetual Access Easement and Non-Exclusive Temporary Access Easement between JTD Land at Country Walk, LLC and Orange County and authorization to record instruments for Country Walk (aka Dean Road Condos) CAI Permit #10-026. District 4. **(Real Estate Management Division) Page 198-199**

## E. COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT

1. Approval of one-year extension of Shoreline Alteration/Dredge and Fill Permit #08-052 on Lake Hancock for Redus FL Properties LLC and R&K Investments LLC. District 1. **(Environmental Protection Division) Page 200-217**
2. Approval of Lake Holden Stormwater Alum Treatment Interlocal Agreement between the City of Orlando and Orange County. District 4. **(Environmental Protection Division) Page 218-232**
3. Approval of Assistance Agreement Award No. DE-EE0003582 between Orange County and the U.S. Department of Energy in the amount of $300,000, relating to the installation of two photovoltaic electric vehicle charging stations at the Orange County Convention Center and expansion of educational programming at the Climate Change Education Center; and approval for the Environmental Protection Division Manager to sign any funding adjustments to the agreement that do not contain substantive agreement changes or require additional County funding. District 6. **(Environmental Protection Division) Page 233-262**
4. 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 263-264**

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|---|---|---|---|---|
| LC 11-0671 | LC 11-0702 | LC 11-0746 | LC 11-0756 | LC 11-0785 |
| LC 11-0830 | LC 11-0887 | LC 11-0761 | LC 11-0762 | LC 11-0764 |
| LC 11-0766 | LC 11-0767 | LC 11-0783 | LC 11-0786 | LC 11-0862 |
| LC 11-0872 | LC 11-0896 | LC 11-0897 | LC 11-0694 | LC 11-0804 |
| LC 11-0832 | LC 11-0860 | LC 11-0771 | LC 11-0774 | LC 11-0836 |
| LC 11-0884 | LC 11-0772 | LC 11-0813 | LC 11-0858 | LC 11-0700 |
| LC 11-0726 | LC 11-0734 | LC 11-0777 | LC 11-0779 | LC 11-0820 |
| LC 11-0841 | LC 11-0867 | LC 11-0870 | LC 11-0879 | LC 11-0892 |

**CONTINUED**

# I. CONSENT AGENDA (Continued)

## F. FIRE RESCUE DEPARTMENT

1. Approval of Contract Number: 12-CP-03-06-58-01-207, CSFA Number: 52.023, State-Funded Subgrant Agreement between the State of Florida Division of Emergency Management and Orange County in the amount of $24,604. **(Office of Emergency Management) Page 265-303**

## G. GROWTH MANAGEMENT DEPARTMENT

1. Approval of Amendment to Developer's Agreement (Orange County) for Road and Bridge Improvements to Boggy Creek Road between AMB Orlando Airport Park, LLC, Crockett Development Property, LLC and Orange County to provide for the dedication of right-of-way and the design of future road and bridge improvements on Boggy Creek Road. District 4. **(Roadway Agreement Committee) Page 304-400**
2. Approval of Resolution of the Orange County Board of County Commissioners regarding Boggy Creek Area Elementary School Construction within Runway Clear Zone. District 4. **(Planning Division) Page 401-404**
3. Approval of Hold Harmless and Indemnification Agreement Parcel ID: 14-23-29-3980-06-010 between Roopnarine Ramjeawan and Chandra Ramjeawan and Orange County to allow a playhouse, gazebo and decking, located at 402 Bywater Drive. District 4. **(Zoning Division) Page 405-411**

## H. HEALTH SERVICES DEPARTMENT

1. Approval of Alternative Transportation Service License for Transportation America, Inc. to provide wheelchair/stretcher service for the LYNX Transportation Disadvantage Program. The term of this license is from September 20, 2011 through November 20, 2011. There is no cost to the County. **(EMS Office of the Medical Director) Page 412-415**
2. Approval of Contractual Services Agreement #017243 between the State of Florida, Department of Agriculture and Consumer Services, and Orange County for an amount not to exceed $18,500 for an integrated mosquito control program, and approval for the County Mayor, or her designee, to sign future amendments to this Agreement. No county match is required. **(Mosquito Control Division) Page 416-431**

**CONTINUED**

# I. CONSENT AGENDA (Continued)

## I. PUBLIC WORKS DEPARTMENT

1. Approval of Mitigation Purchase Agreement by and between Greeneway Park DRI, LLC and Orange County. District 4. **(Public Works Engineering Division) Page 432-455**
2. Approval of Hold Harmless Agreement between Wal-Mart Stores East, LP and Orange County that provides for the permitting necessary to construct the intersection improvements at Wakulla Way and Orange Blossom Trail. District 6. **(Public Works Department) Page 456-475**
3. Approval of Modification to Subgrant Agreement between the Division of Emergency Management and Orange County, Agreement Number: 09HM-12-06-58-01-008, Project Number: 1545-181-R, to extend the expiration date of the agreement from August 30, 2009, to April 29, 2011, for the Hazard Mitigation Grant Program (HMGP) funds for Phase I (design) of the Rocket Boulevard Drainage Improvement Project. District 4. **(Stormwater Management Division) Page 476-480**

## J. UTILITIES DEPARTMENT

1. Approval of South Florida Water Management District Amendment No. 02 to Agreement No. 4600001826 between the South Florida Water Management District and Orange County Utilities. All Districts. **(Water Division) Page 481-492**

**CONTINUED**

## II. INFORMATIONAL ITEMS**

### A. COUNTY COMPTROLLER

1. Receipt of the following items to file for the record: **(Clerk's Office) Page 493**
   a. Florida Public Service Commission Notice Of Proposed Agency Action Order Granting Petition For Exemption re: Petition for exemption under Rule 25-22.082(18), F.A.C., from issuing request for proposals (RFPs) for modernization of the Port Everglades Plant, by Florida Power & Light Company.
   b. Florida Public Service Commission Notice of Proposed Agency Action Order Approving Rule Variance re: Nuclear cost recovery clause.

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

CONTINUED

## III. DISCUSSION AGENDA

### A. COUNTY ADMINISTRATOR

1. Approval of Resolution of the Orange County Board of County Commissioners regarding calling a Referendum on an Economic Development Ad Valorem Tax Exemption to be placed on the 2012 Presidential Preference Primary Election Ballot. **Page 494-497**
2. Horizon West Global Road Agreement Update. **(Office of Regional Mobility) Page 498-517**

### B. UTILITIES DEPARTMENT

1. Landfill Gas to Energy. **(Solid Waste Division) Page 518**

**CONTINUED**

## IV. RECOMMENDATIONS

September 1, 2011 Board of Zoning Adjustment Recommendations

CONTINUED

# V. PUBLIC HEARINGS

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

### A. Substantial Change

1.✓ Applicant: Gregory Lee, Lake Reams Planned Development (PD) Land Use Plan (LUP); amend plan; District 1; Continued from September 13, 2011

## Public hearings scheduled for 4:55 p.m.

### B. Substantial Change

2. ✓ Applicant: Michael Grindstaff, Project ABC Planned Development (PD) Land Use Plan (LUP); amend plan; District 1

### C. After-the-Fact Conservation Area Impact

3. ✓ Applicant: Cantero Holdings, LLC.; 12601 Avalon Road, Orlando, FL; After-the-fact Class I Wetlands Permit, District 1

### D. Shoreline Alteration/Dredge and Fill

4. ✓ Applicant: Gary Turchin, Lake Sheen, permit, District 1

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

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

# V. PUBLIC HEARINGS

## Public hearing scheduled for 5:01 p.m.

Second Library Budget

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

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

* * *

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

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-5631.

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

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

"PTROL"

**OFFICE OF THE COMPTROLLER**

**ORANGE COUNTY FLORIDA**

**MARTHA O. HAYNIE, CPA**
**County Comptroller**
201 South Rosalind Avenue
Post Office Box 38
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Fax: 407-836-5599
Website www.occompt.com

**COUNTY COMMISSION AGENDA**
**Tuesday, September 20, 2011**

**COUNTY COMPTROLLER**

**Items Requiring Consent Approval**

1. Approval of the minutes of the August 23, 2011, meeting of the Board of County Commissioners.

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

3. Disposition of Intangible and Tangible Personal Property

   Approval is requested of the following:

   a. Dispose of an asset that was scrapped by the division.
   b. Dispose of assets that were returned to the vendor at the expiration of a lease.
   c. Dispose of an asset that was destroyed by fire.
   d. Transfer assets to the Orange County Sheriff's Office.
   e. Trade in assets for an allowance towards the purchase of new equipment.

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS' MEETING

| | |
|---|---|
| Date: | Tuesday, August 23, 2011 |
| Location: | Commission Chambers, Orange County Administration Center, First Floor, 201 S. Rosalind Avenue, Orlando, Florida |
| Members Present: | County Mayor Teresa Jacobs; Commissioners S. Scott Boyd, Fred Brummer, Lui Damiani, Jennifer Thompson; Commissioner Ted Edwards joined the meeting where indicated. |
| Member Absent: | Commissioner Tiffany Russell |
| Others Present: | County Comptroller as Clerk Martha Haynie, County Administrator Ajit Lalchandani, County Attorney Jeffrey J. Newton, Deputy Clerk Kathleen Johnson |

• CALL TO ORDER, 9:04 a.m.

• MEMBER JOINED: Commissioner Edwards

• MOMENT OF SILENCE
- For the family and passing of Former Orlando Utilities Commission General Manager Curtis Stanton
- For the family and passing of Pastor Zachery Tims of the New Destiny Christian Center

- Invocation - Pastor Tom Welch, Southwest Church
- Pledge of Allegiance

• PUBLIC COMMENT

No one addressed the Board for public comment.

• COUNTY CONSENT AGENDA

Motion/Second: Commissioners Brummer/Boyd
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board

- Deferred County Administrator Item 3
- Deferred Administrative Services Department Item 2
- Deferred Administrative Services Department Item 9
- Deferred Administrative Services Department Item 10

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

• County Comptroller

1. Approval of the minutes of the March 29, and July 11, 12, 14, and 26, 2011 meetings of the Board of County Commissioners. (Clerk's Office)

2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. Periods are as follows:

   - July 29, 2011, to August 4, 2011; total of $30,679,256.81
   - August 5, 2011, to August 11, 2011; total of $31,723,733.95
   - August 12, 2011, to August 18, 2011; total of $11,776,664.02

   (Finance/Accounting)

3. Approval to adopt a revision to the Orange County Comptroller's Investment Policy. An annual review of the policy is required by Florida law. The only change is a new title to the State investment pool for local government. (Administration)

County Sheriff

1. Approval of the U.S. Department of Justice, Bureau of Justice Assistance (BJA) 2010 Bulletproof Vest Partnership Grant in the amount of $57,105 with a matching fund requirement of $57,105. The total program budget is $114,210 for project period April 1, 2010 through September 30, 2012. (Grants)

County Administrator

1. Reappointment of Town of Windermere Councilwoman Norma J. Sutton to the Community Action Board in the municipal elected official category with a term expiring December 31, 2013. (Agenda Development Office)

2. Approval of Amendment to Interlocal Agreement between Lake County, Florida, Orange County, Florida, Martin County, Florida, Osceola County, Florida, Seminole County, Florida, St. Lucie County, Florida, City of Orlando, and Lake-Sumter Emergency Medical Services, Inc. for Interoperable Communications Equipment for Region Five. (Information Systems and Services Division)

3. Approval for the Orange County Sheriff's Office to spend $72,865.55 from the Law Enforcement Trust Fund for the purchase of Fleet Management Video Equipment ($31,419.64), Security Equipment Sector 5 ($34,414.66), and Fitness Equipment ($7,031.25). (Office of Management and Budget)

   (This item was deferred.)

4. Approval of Interlocal Agreement between Orange County, Florida, Orange County Clerk of the Courts, and the Ninth Judicial Circuit Court regarding funding of Jury Services in the amount of $286,812. (Office of Management and Budget)

5. Approval of budget transfer #11-1434-1. (Office of Management and Budget)

6. Approval of (Capital Improvements Program) CIP amendment #11C-0138. (Office of Management and Budget)

Administrative Services Department

1. Approval of Change Order #3, Contract Y10-769, to Pillar Construction Group, LLC in the amount of $21,670.66 for the Fire Station #51 Renovation project. The revised lump sum contract amount will be $712,427.80. (Capital Projects Division)

2. Approval to award Invitation for Bids Y11-1039-J2, Term Contract for Hot-In-Place Asphalt Recycling, to the low responsive and responsible bidder, Cutler Repaving, Inc. The estimated contract amount is $3,590,200 for a 1-year term. Further request authorization for the Purchasing and Contracts Division to exercise option years one and two for the contract, and a six month extension if necessary for the solicitation and award of a new contract. ([Public Works Department Roads and Drainage Division] Purchasing and Contracts Division)

   (This item was deferred.)

3. Approval to award Invitation for Bids Y11-1092-DG, Yard Trash Grinding, to the low responsive and responsible bidder, Consolidated Resource Recovery, Inc. The estimated annual contract award amount is $1,308,000 for a 3-year term. Further, authorized the Purchasing and Contracts Division to renew the contract for two additional 1-year periods. ([Utilities Department Solid Waste Division] Purchasing and Contracts Division)

4. Approval to award Invitation for Bids Y11-756-J2, White Heron Drive Drainage Well Replacement, to the low responsive and responsible bidder, Thompson Well & Pump, Inc. The estimated contract award amount is $139,285.65 (Alternate Bid). ([Public Works Department Roads and Drainage Division] Purchasing and Contracts Division)

5. Approval to award Invitation for Bids Y11-764-RM, Orange County Wellworks Facility (Heating, Ventilating, and Air Conditioning) HVAC Replacement (American Recovery and Reinvestment Act – ARRA Funded Project), to the low responsive and responsible bidder, E.R. Reeves Corporation d/b/a All Seasons Air Conditioning. The total contract award amount is $101,000. ([Administrative Services Department Capital Projects Division] Purchasing and Contracts Division)

6. Approval of Contract Y12-2060, Third Party Administrator, for Corrections Health Services and the Ryan White Program, with Adventist Health Systems Sunbelt Health Care Corporation dba Sunbelt Medical Management, for an estimated contract award amount of $8,000,000 for a 1-year period. Further, authorized the Purchasing and Contracts Division to renew the contract for two 1-year periods. ([Health Services Department] Purchasing and Contracts Division)

7. Approval of Contract Y12-2061, Health Care Services for Inmates, with Adventist Health Systems dba Florida Hospital in an estimated contract award amount of $1,100,000 for a 1-year period. Further, authorized the Purchasing and Contracts Division to renew the contract for two 1-year periods. ([Health Services Department Corrections Health Services Division] Purchasing and Contracts Division)

8. Approval of Contract Y12-2062, Health Care Services for Inmates, with Orlando Health, Inc., in an estimated contract amount of $2,700,000 for a 1-year period. Further, authorized the Purchasing and Contracts Division to renew the contract for two 1-year periods. ([Health Services Department Corrections Health Services Division] Purchasing and Contracts Division)

9. Approval and execution by the Mayor of Subordinations of Utility Interests from Florida Power Corporation d/b/a Progress Energy Florida, Inc. to Orange County and authorization to disburse funds to pay recording fees and record instruments for Econlockhatchee Trail (Roadway Conceptual Analysis) RCA (Lake Underhill Road to (State Road) S.R. 50). District 3. (Real Estate Management Division)

   (This item was deferred.)

10. Approval and execution by the Mayor of Encroachment Agreement between Orange County and Wyndham Vacation Resorts, Inc. formerly known as Fairfield Resorts, Inc. and authorization to record instrument for Wyndham Resort/Bonnet Creek Screen Wall. District 1. (Real Estate Management Division)

    (This item was deferred.)

11. Approval of As Is Residential Contract for Sale and Purchase between Orange County and Sandra Diaz, approval and execution by the Mayor of County Deed from Orange County to Sandra Diaz and authorization to perform all actions necessary and incidental to closing for (Neighborhood Stabilization Program) NSP Resale – 7809 Antibes Court, Orlando, FL 32825. District 3. (Real Estate Management Division)

12. Approval of As Is Residential Contract for Sale and Purchase with Comprehensive Rider to the Residential Contract for Sale and Purchase between Orange County and Albin M. Espinal and Judith R. Hamilton, approval and execution by the Mayor of County Deed from Orange County to Albin M. Espinal and Judith R. Hamilton and authorization to perform all actions necessary and incidental to closing for

(Neighborhood Stabilization Program) NSP Resale – 11230 Worley Avenue, Orlando, FL 32837 (National Community Stabilization Trust-NCST). District 4. (Real Estate Management Division)

13. Approval and execution by the Mayor of Resolution and authorization to initiate condemnation proceedings for Econlockhatchee Trail (Lake Underhill Road to (State Road) S.R. 50). District 3. (Real Estate Management Division)

14. Approval of Utility Easement between VINJAC, L.L.C. and Alafaya Professional Park II Condominium Association, Inc. and Orange County, Utility Easement between Lacy Ventures, LLC and Orange County, Subordination of Encumbrances to Property Rights to Orange County from M & I Marshall & Illsley Bank and authorization to record instruments for Alafaya Professional Park – Utility File #63285. District 5. (Real Estate Management Division)

15. Approval of Utility Easement between University House Central Florida, L.L.C. and Orange County with Joinder and Consent from TD Bank, N.A. and authorization to record instrument for University House Orlando – Utility File #60066. District 5. (Real Estate Management Division)

16. Approval of Drainage Easement between UST Hotel Joint Venture, Ltd. f/k/a BOCEP Ventures Ltd. And Orange County, Subordination of Encumbrances to Property Rights to Orange County from Belz Partners, L.P., Subordination of Encumbrances to Property Rights to Orange County from Capmark Finance, Inc., as Agent and authorization to record instruments for Petition to Vacate #11-03-006. District 6. (Real Estate Management Division)

17. Approval of Ingress – Egress Easement between Metro Village Apartments LLC and Orange County, Subordination of Encumbrances to Property Rights to Orange County from Whitney National Bank and authorization to record instruments for Metro Village Apartments – Utility File #66085. District 6. (Real Estate Management Division)

18. Approval of Utility Easement between Jen Florida II, LLC and Orange County and Temporary Utility Easement between Jen Florida II, LLC and Orange County and authorization to record instruments for Windermere Trails Phase 1 a/k/a Sharp Property Phase 1 – Utility File #47345. District 1. (Real Estate Management Division)

Community and Environmental Services Department

1. Approval of The City of Orlando's Mayor's Matching Grant 2011 Funding Agreement with Orange County, Florida in the amount of $6,500 for the 4-H Youth Development Program. All Districts. (Cooperative Extension Division)

2. 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)

Resolutions

| | | | | |
|---|---|---|---|---|
| LC 11-0604 | LC 11-0621 | LC 11-0623 | LC 11-0630 | LC 11-0632 |
| LC 11-0670 | LC 11-0674 | LC 11-0575 | LC 11-0579 | LC 11-0591 |
| LC 11-0601 | LC 11-0620 | LC 11-0644 | LC 11-0662 | LC 11-0664 |
| LC 11-0665 | LC 11-0666 | LC 11-0682 | LC 11-0685 | LC 11-0686 |
| LC 11-0658 | LC 11-0688 | LC 11-0690 | LC 11-0691 | LC 11-0572 |
| LC 11-0618 | LC 11-0677 | LC 11-0678 | LC 11-0687 | LC 11-0655 |
| LC 11-0596 | LC 11-0639 | LC 11-0647 | LC 11-0648 | LC 11-0649 |
| LC 11-0653 | LC 11-0657 | LC 11-0672 | LC 11-0679 | LC 11-0681 |

Family Services Department

1. Approval of the Federally-Funded Subgrant Agreement, Contract Number 12SB-9Y-12-00-01- 019 between the State of Florida, Department of Community Affairs and Orange County, Florida in the amount of $430,974 for Community Services Block Grant funding. The term of this Agreement is from October 1, 2011 through September 30, 2012. (Community Action Division)

2. Approval and execution of the Florida Department of Children and Families Application for a License to operate a Child Care Facility at the Oakridge (Young Men's Christian Association) YMCA Head Start Center. This application is only executed by Orange County. (Head Start Division)

Fire Rescue Department

1. Approval and execution of Memorandum of Agreement (MOA) for participating Orlando/Orange Urban Area Security Initiative (UASI) Agencies between the Orange County Sheriff's Office (OCSO) and Orlando/Orange Urban Area (O/OUA) participants (Orange County, Seminole County, Brevard County, Lake County, Osceola County, Volusia County) for fiscal Year 2010 UASI Grant Project. (Office of Emergency Management)

Public Works Department

1. Approval to issue Change Order No. 1 to Contract No. Y11-718, LED Internally Illuminated Sign Replacement in the amount of $148,282.36. All Districts. (Traffic Engineering Division)

2. Approval of Use Agreement between Econolite and Orange County for installation of equipment in the County right of way for the 2011 Intelligent Transportation Systems World Congress. District 6. (Traffic Engineering Division)

3. Approval of "Stop" sign installations in the Mabel Bridge Phase 2 Subdivision. District 1. (Traffic Engineering Division)

4. Approval of Escrow Agreement (Fountains at Pershing Park) between SAS Fountains at Pershing Park, Ltd., Orange County, and Orange County Comptroller, in its capacity as escrow agent, to accept escrowed funds. District 3. (Development Engineering Division)

• INFORMATIONAL ITEMS FILED FOR THE RECORD IN THE ORANGE COUNTY COMPTROLLER CLERK'S OFFICE*

County Comptroller

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

   a. The Ranger Drainage District notification of no changes to RDD Public Facility Report of February 22, 1995.
   b. Orange County Industrial Development Authority (the OCIDA):
      - Notice of Regular Monthly Meetings for period from August 2011 through July 2012.
      - Copy of Affidavit of Publication from the Orlando Sentinel regarding its publication of the Notice on July 3, 2011
   c. Commissioner Fred Brummer was not in attendance at a noticed community meeting to discuss the 429 Corridor, 429 Corridor Economic Development, and the East West Corridor from 429 to 27.
   d. Florida Public Service Commission Notice of Hearing to:
      Florida Power & Light Company
      Progress Energy Florida, Inc.
      Office of Public Counsel
      Southern Alliance for Clean Energy, Inc.
      Florida Industrial Power Users Group
      PCS Phosphate – White Springs
      Federal Executive Agencies
      and All Other Interested Persons
      Docket No. 110009-EI Nuclear Cost Recovery Clause.
   e. Orange County Research and Development Authority (dba Central Florida Research Park) FY 2011-2012 Budget.
   f. City Council of Orlando Ordinance 2011-21 annexing +1.530 acres generally located north of w, Amelia St., south of w. Colonial Dr., East of n. Pine Hills Rd., and w of N. Mission Rd.; amending the City's adopted Growth Management Plan to designate the property as industrial on the City's official Future Land Use Map; and designating the property as General Industrial District on the City's official Zoning Map; providing for severability, correction of scrivener's errors, and an effective date.

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

- ADMINISTRATIVE SERVICES DEPARTMENT CONSENT AGENDA ITEM 9 DEFERRED

Approval and execution by the Mayor of Subordinations of Utility Interests from Florida Power Corporation d/b/a Progress Energy Florida, Inc. to Orange County and authorization to disburse funds to pay recording fees and record instruments for Econlockhatchee Trail (Roadway Conceptual Analysis) RCA (Lake Underhill Road to (State Road) S.R. 50). District 3. (Real Estate Management Division)

Commissioner Edwards announced a conflict of interest for the following reason, as stated in a Memorandum of Voting Conflict filed in the Clerk's Office: "A measure came or will come before my agency which inured to the special gain or loss; inured to the special gain or loss of a client of my employer, Foley & Lardner, by whom I am retained. The measure before my agency and the nature of my conflicting interest in the measure is as follows: Consent Agenda, Adm. Services, No. 9 Subordination of Utility Interests by Progress Energy, Inc., a client of my employer, Foley & Lardner, LLP. I do no work personally for any client nor does the Orlando office."

and

- ADMINISTRATIVE SERVICES DEPARTMENT CONSENT AGENDA ITEM 10 DEFERRED

Approval and execution by the Mayor of Encroachment Agreement between Orange County and Wyndham Vacation Resorts, Inc. formerly known as Fairfield Resorts, Inc. and authorization to record instrument for Wyndham Resort/Bonnet Creek Screen Wall. District 1. (Real Estate Management Division)

Commissioner Edwards announced a conflict of interest for the following reason, as stated in a Memorandum of Voting Conflict filed in the Clerk's Office: "A measure came or will come before my agency which inured to the special gain or loss of a client of my employer, Foley & Lardner, by whom I am retained. The measure before my agency and the nature of my conflicting interest in the measure is as follows: Consent Agenda, Adm. Services, No. 10 Encroachment Agreement between Wyndham Vacation Resorts and Orange County for which Wyndham is a client of my employer, Foley & Lardner, LLP. I do no work personally for this client. Not sure if Encroachment Agreement benefits or is detriment to client."

Motion/Second: Commissioners Boyd/Brummer
Absent: Commissioner Russell
AYE (voice vote): All present members
Abstain: Commissioner Edwards

Action: The Board approved the Subordinations of Utility Interests from Florida Power Corporation d/b/a Progress Energy Florida, Inc. to Orange County and authorization to disburse funds to pay recording fees and record instruments for Econlockhatchee Trail (Roadway Conceptual Analysis) RCA (Lake Underhill Road to (State Road) S.R. 50); and further, approved the Encroachment Agreement between Orange County and Wyndham Vacation Resorts, Inc. formerly known as Fairfield Resorts, Inc. and authorization to record instrument for Wyndham Resort/Bonnet Creek Screen Wall.

• COUNTY ADMINISTRATOR DISCUSSION AGENDA ITEM 1

Approval to process payments budgeted in FY 2011 for Orange County/UCF (University of Central Florida) economic development programs in the following amounts: 1) $200,000 to the UCF Institute for Economic Competitiveness; 2) $100,000 to the UCF Small Business Development Center; 3) $100,000 to the UCF Small Business Advisory Board Council Program; 4) $125,000 to the UCF Business Incubator - Central Florida Research Park; and 5) $125,000 to the UCF Venture Lab. (Office of Economic, Trade and Tourism Development)

The following persons addressed the Board:

- John C. Hitt
- Sean Snaith

Motion/Second: County Mayor Jacobs/Commissioner Brummer
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board approved to process payments budgeted in FY 2011 for Orange County/UCF (University of Central Florida) economic development programs in the following amounts:

1. $200,000 to the UCF Institute for Economic Competitiveness
2. $100,000 to the UCF Small Business Development Center
3. $100,000 to the UCF Small Business Advisory Board Council Program
4. $125,000 to the UCF Business Incubator - Central Florida Research Park
5. $125,000 to the UCF Venture Lab

• ADMINISTRATIVE SERVICES DEPARTMENT DISCUSSION AGENDA ITEM 1

Selection of one firm and an alternate to provide a Group Vision Plan, Request for Proposals Y11-1076-LC, from the following two firms, listed alphabetically:

- CompBenefits Company/Humana Insurance Company
- Davis Vision, Inc.

Further request authority for the Purchasing and Contracts Division to renew the contract for two additional 1-year periods.

([Office of Accountability Human Resources Division] Purchasing and Contracts Division)

Motion/Second: County Mayor Jacobs/Commissioner Damiani
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board selected one firm, CompBenefits Company/Humana Insurance Company, and an alternate Davis Vision, Inc., to provide a Group Vision Plan; and further, authorized for the Purchasing and Contracts Division to renew the contract for two additional 1-year periods, Request for Proposals Y11-1076-LC.

• ADMINISTRATIVE SERVICES DEPARTMENT DISCUSSION AGENDA ITEM 2

Selection of one firm and two ranked alternates to provide Engineering Services for East Service Area Potable Water and Reclaimed Water Storage and Re-Pump Facility, Request for Proposals Y11-808-PH, from the following three firms, listed alphabetically:

- Camp Dresser & McKee, Inc.
- CH2M Hill, Inc.
- Reiss Engineering, Inc.

Further request the Board authorize execution of the final contract by the Purchasing and Contracts Division provided that it does not exceed the budget of $750,000.

([Utilities Department Engineering Division] Purchasing and Contracts Division)

Motion/Second: County Mayor Jacobs/Commissioner Damiani
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board selected one firm, Reiss Engineering, Inc., and two ranked alternates, #1 Camp Dresser & McKee, Inc., and #2 CH2M Hill, Inc., to provide Engineering Services for East Service Area Potable Water and Reclaimed Water Storage and Re-Pump Facility; and further, authorized execution of the final contract by the Purchasing and Contracts Division provided that it does not exceed the budget of $750,000, Request for Proposals Y11-808-PH.

• PUBLIC WORKS DEPARTMENT DISCUSSION AGENDA ITEM 1

Red Light Running Program Update. All Districts.

Action: None

• UTILITIES DEPARTMENT DISCUSSION AGENDA ITEM 1

Approval of Amendment and Renewal to the Contract for Operation, Maintenance and Engineering Services for the Water Conserv II Reclaimed Water System Joint Facilities between Orange County, Florida, Woodard & Curran, Inc. and the City of Orlando, Florida.
-and-
Approval of funding for the Orange County/City of Orlando Water Conserv II Joint Facilities Annual Target Budget with Woodard & Curran, Inc. The County's share of the estimated project budget is $2,333,521.25. All Districts. (Engineering Division)

Motion/Second: Commissioners Brummer/Damiani
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board approved the Amendment and Renewal to the Contract for Operations, Maintenance and Engineering Services for the Water Conserv II Reclaimed Water System Joint Facilities; and further, approved funding for the Orange County/City of Orlando Water Conserv II Joint Facilities Annual Target Budget with Woodard & Curran, Inc. The County's share of the estimate project budget is $2,333, 521.

• COUNTY ADMINISTRATOR CONSENT AGENDA ITEM 3 DEFERRED

Approval for the Orange County Sheriff's Office to spend $72,865.55 from the Law Enforcement Trust Fund for the purchase of Fleet Management Video Equipment ($31,419.64), Security Equipment Sector 5 ($34,414.66), and Fitness Equipment ($7,031.25). (Office of Management and Budget)

Motion/Second: Commissioners Brummer/Boyd
Absent: Commissioner Russell
AYE (voice vote): County Mayor Jacobs; Commissioners Boyd, Brummer, Damiani
NO (voice vote): Commissioners Thompson, Edwards
Action: The Board approved the Orange County Sheriff's Office to spend $72,865.55 from the Law Enforcement Trust Fund for the purchase of Fleet Management Video Equipment ($31,419.64), Security Equipment Sector 5 ($34,414.66), and Fitness Equipment ($7,031.25).

- ADMINISTRATIVE SERVICES DEPARTMENT CONSENT AGENDA ITEM 2 DEFERRED

Approval to award Invitation for Bids Y11-1039-J2, Term Contract for Hot-In-Place Asphalt Recycling, to the low responsive and responsible bidder, Cutler Repaving, Inc. The estimated contract amount is $3,590,200 for a 1-year term. Further request authorization for the Purchasing and Contracts Division to exercise option years one and two for the contract, and a six month extension if necessary for the solicitation and award of a new contract. ([Public Works Department Roads and Drainage Division] Purchasing and Contracts Division)

Motion/Second: County Mayor Jacobs/Commissioner Damiani
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board approved to award Invitation for Bids Y11-1039-J2, Term Contract for Hot-In-Place Asphalt Recycling, to the low responsive and responsible bidder, Cutler Repaving, Inc. The estimated contract amount is $3,590,200 for a 1-year term.

- MEETING RECESSED, 10:52 a.m.

- MEETING RECONVENED, 2:36 p.m.

Members Present: County Mayor Teresa Jacobs; Commissioners S. Scott Boyd, Fred Brummer, Lui Damiani, Jennifer Thompson, Ted Edwards
Member Absent: Commissioner Tiffany Russell
Others Present: County Administrator Ajit Lalchandani, County Attorney Jeffrey J. Newton, Deputy County Attorney Joel Prinsell, Deputy Clerk Kathleen Johnson

- MUNICIPAL SERVICE TAXING UNIT PUBLIC HEARING

Applicant: Orange County Environmental Protection Division
Consideration: Amend by resolution the Municipal Service Taxing Unit for general lake cleaning maintenance and aquatic plant control using a millage assessment. The amendment would allow additional uses of funds to fund navigational improvements including navigational signage and buoys, dredging and lake safety patrolling within the boundaries of the Big Sand Lake
District 1; Multiple parcels and Sections, Townships 23 and 24, and Range 28; Orange County, Florida (legal property description on file)

The following persons addressed the Board:

- Mark Peffen
- Richard Cohn
- John Jennings

- Joe Georganna

Motion/Second: Commissioners Boyd/Brummer
Absent: Commissioners Thompson, Russell
AYE (voice vote): All present members
Action: The Board continued the public hearing until October 4, 2011, at 2 p.m.

• SUBSTANTIAL CHANGE PUBLIC HEARING

Applicant: Thomas Daly, Daly Design Group, Inc., Lake Reams Planned Development (PD) Land Use Plan (LUP) (Case #CDR-11-04-101)
Consideration: Substantial change request to eliminate Condition of Approval #4 from the August 25, 1998 Board of County Commission public hearing which states "no building permits shall be issued for the Village Center Commercial Development until the middle school site is dedicated."; pursuant to Orange County Code, Chapter 30, Section 38-1207
Location: District 1; property generally located Southwesterly of Winter-Vineland Road, west of Reams Road; Parcel ID 36-23-27-0000-00-004; S/T/R: 36/23/27; Orange County, Florida (legal property description on file)

The following person addressed the Board: Tom Daly.

Motion/Second: Commissioners Boyd/Brummer
Absent: Commissioners Thompson, Russell
AYE (voice vote): All present members
Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Thomas Daly, Daly Design Group, Inc., Lake Reams Planned Development (PD) Land Use Plan (LUP) (Case #CDR-11-04-101), to eliminate Condition of Approval #4 from the August 25, 1998 Board of County Commission public hearing which states "no building permits shall be issued for the Village Center Commercial Development until the middle school site is dedicated."; which constitutes a substantial change to the development on the described property; subject to the following conditions:

1. Development shall conform to the Lake Reams (Planned Development) PD Land Use Plan dated "Received ~~December 27, 2004~~ June 1, 2010," and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, ordinance and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities or intensities,

the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities or intensities. In the event of a conflict or inconsistency between a condition of approval of this zoning and the land use plan dated "~~December 27, 2004~~ June 1, 2010," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. All previous applicable (Board of County Commissioners) BCC Conditions of Approval, including those dated, March 15, 2005, and August 25, 1998, shall apply:

   a. The developer shall obtain wastewater, reclaimed water, and water service from Orange County subject to County rate resolutions and ordinances.

   b. Prior to construction plan approval, master stormwater management, reclaimed water, water, and wastewater plans, including preliminary calculations, shall be approved prior to approval of construction plans.

   c. At the time of approval of a plat for a single-family residential unit project, the developer shall have prepared and submitted for review a document containing Covenants, Conditions, and Restrictions (CC&Rs) for the property being platted. The CC&Rs, which shall be recorded simultaneous with the recording of the plat, shall include a provision incorporating, verbatim, the following requirements:

      1) The same front facade for single-family residential units may not be repeated more than 5 times within 1 block length for both sides of any street, and shall be separated by at least 2 units with different facades.

      2) House front facade shall be varied and articulated to provide visual interest to pedestrians along the street frontage. The front facade of the main body of the house shall not exceed 40 feet in length, except for wings or "L"s which are setback from the facade. In no case shall more than 50 percent of the front facade of a house consist of an unobstructed block wall or garage door.

3) At least 50 percent of all single-family residential units shall have a front porch. A front porch shall be a minimum of 7 feet in depth and cover a minimum 10 feet in width or 1/3 of the front facade, whichever is greater.

4) Flat roofs shall be prohibited. Unless otherwise prohibited by the CC&Rs, fencing in the front yard shall be located within 3 feet of the sidewalk to define the separation of public and private spaces. Such fences shall be no higher than 3 feet 6 inches and limited to decorative wrought iron or wood picket style.

d. Billboards, pole signs, and outdoor storage are prohibited.

e. Liquor stores and video arcades are prohibited in the neighborhood commercial portion.

f. At the time Parcels 1, 2, 3, or 5, or any portion of them is platted, the adequate public facilities parkway and road right-of-way which is comprised of 2 segments (more fully described below) and a roundabout, as generally depicted on the amended (Land Use Plan) LUP shall be conveyed to Orange County for road right-of-way purposes. However, notwithstanding how the subject road right-of-way is generally depicted on the amended LUP, the actual alignment of the segment of the subject road lying between the northern property line of the Lake Reams PD and the roundabout (the second segment) shall be shown on the exhibit that was introduced into the record by the applicant at the March 15, 2005, public hearing.

The developer shall construct or have constructed the first segment of the road (2 lanes) and the roundabout upon issuance of the first Certificate of Completion of subdivision improvements the effect of which is to allow development of Parcels 1, 2, 3, or 5, or any portion of them. (The first segment is described as relocated Reams Road extending southwest from (County Road) C.R. 535 to the roundabout and then southeast to existing Reams Road.)

The developer shall construct or have constructed the second segment of the road (2 lanes) at the occurrence of any of the following events, whichever happens first:

1) Issuance of the first Certificate of Completion of subdivision improvements allowing development on Parcel 1 or Parcel 9 of the Lake Reams PD; or

2) When the following events occur:

   a) Issuance of the First Certificate of Completion of subdivision improvements allowing development of residential units (single family or multi-family) in Parcels 1, 2, 3, or 5, or in any portion of them

b) Issuance of the first certificate of Completion of site plan improvements allowing development of commercial use on the "Frye Property" (the property lying immediately north of the northern boundary line of the Lake Reams PD property); or

3) When the following events occur:

a) Issuance of the first Certificate of completion of subdivision improvements allowing development of residential units on either the Frye Property or the "Pignone Property" (the property lying immediately north of the Frye Property); and

b) Opening of the elementary school on Parcel 11 of the Lake Reams PD Property.

4) Issuance of 1 or more Certificates of Completion of subdivision improvements which have the effect of allowing development of residential units to occur on any of two of Parcels 2, 3, and 5 of the Lake Reams PD.

g. Section 38-1384C.1 of Ordinance 97-09 shall be waived concerning block length. The block length for lots less than 60 feet shall be up to 540 feet in length where the lots at the end of the block are perpendicular to the intersecting street.

h. Block length shall be measured from the street crossing, public open space, or alley intersection. Variation in the block length shall be permitted where the variation will create a public open space or when it will allow continuation of an adjacent public open space.

i. ~~No building permits shall be issued for the Village Center commercial development until the middle school site is dedicated.~~

THIS CONDITION OF APPROVAL HAS BEEN SATISFIED WITH THE EXECUTED DEVELOPMENT ORDER RECORDED AT OR BOOK 9775, PAGE 8922, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

j. TDRs (Transfer of Development Rights) are approved with this plan subject to compatibility criteria as specified on the Land Use Plan.

• SUBSTANTIAL CHANGE PUBLIC HEARING

Applicant: Jim Hall, VHB MillerSellen, Majorca Planned Development (PD) Land Use Plan (LUP) (Case #CDR-10-09-186)

Consideration: Substantial change request to:

1. Modify Board of County Commission Condition of Approval #5 so that it reads: "New billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 or the approved Master Sign Plan."
2. Replace existing Board of County Commission Condition of Approval #7 so that it reads: "Buildings fronting on Turkey Lake Road shall not exceed 35 feet in height. No outdoor recreation shall take place on the lake or on the lake side. The only exterior lights permitted on the lake side shall be security lights."
3. Approve the Master Sign Plan with the following waivers:
   A) Grant a waiver from Section 31.5-67(b) to allow for a height of fifteen (15) feet in lieu of twelve (12) feet for the on-site multi-tenant ground sign,
   B) Grant a waiver from Section 31.5-67(e) to allow more than one (1) ground sign per parcel,
   C) Grant a waiver from Section 31.5-67(f) to allow two (2) ground signs on a parcel with a right-of-way frontage less than four hundred (400) linear feet, and
   D) Grant a waiver from Section 31.5-67(h) to allow for a maximum copy area of any ground sign to be one hundred fifty (150) feet in lieu of one hundred twenty (120) feet; pursuant to Orange County Code, Chapter 30, Section 38-1207

Location: District 1; property generally located on the west side of Turkey Lake Road, north of W. Sand Lake Road; Parcel ID 26-23-28-5411-00-010, -020, -030 & -031; S/T/R: 26/23/28; Orange County, Florida (legal property description on file)

The following person addressed the Board: Jim Hall.

Motion/Second: Commissioners Boyd/Brummer
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Jim Hall, VHB MillerSellen, Majorca Planned Development (PD) Land Use Plan (LUP) (Case #CDR-10-09-186), to:

1. Modify Board of County Commission Condition of Approval #5 so that it reads: "New billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 or the approved Master Sign Plan."
2. Replace existing Board of County Commission Condition of Approval #7 so that it reads: "Buildings fronting on Turkey Lake Road shall not exceed 35 feet in height. No outdoor recreation shall take place on the lake or on the lake side. The only exterior lights permitted on the lake side shall be security lights."
3. Approve the Master Sign Plan with the following waivers:
   A) Grant a waiver from Section 31.5-67(b) to allow for a height of fifteen (15) feet in lieu of twelve (12) feet for the on-site multi-tenant ground sign,

B) Grant a waiver from Section 31.5-67(e) to allow more than one (1) ground sign per parcel,
C) Grant a waiver from Section 31.5-67(f) to allow two (2) ground signs on a parcel with a right-of-way frontage less than four hundred (400) linear feet, and
D) Grant a waiver from Section 31.5-67(h) to allow for a maximum copy area of any ground sign to be one hundred fifty (150) feet in lieu of one hundred twenty (120) feet;

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

1. Development shall conform to the Majorca (Planned Development) PD Land Use Plan dated "Received ~~June 23, 2008~~ May 31, 2011," and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, ordinance and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities or intensities. In the event of a conflict or inconsistency between a condition of approval of this zoning and the land use plan dated "~~June 23, 2008~~ May 31, 2011," 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. The following waivers from Chapter 31.5 are approved:

   a) A waiver from Section 31.5-67(b) is granted to allow for a height of fifteen (15) feet in lieu of twelve (12) feet for the on-site multi-tenant ground sign.

b) A waiver from Section 31.5-67(e) is granted to allow more than one (1) ground sign per parcel.

c) A waiver from Section 31.5-67(f) is granted to allow two (2) ground signs on a parcel with a right-of-way frontage less than four hundred (400) linear feet.

d) A waiver from Section 31.5-67(h) is granted to allow for a maximum copy area of any ground sign to be one hundred fifty (150) feet in lieu of one hundred twenty (120) feet.

4. All previous applicable Conditions of Approval dated August 19, 2008, shall apply:

a) Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Chapter 15 prior to construction plan approval, no conservation area encroachments are permitted.

b) The Developer shall obtain reclaimed water and wastewater service from Orange County Utilities.

c) New billboards and all pole signs shall be prohibited. Ground and fascia signs shall comply with Ch. 31.5 or the approved Master Sign Plan.

MODIFIED AS PART OF THIS REQUEST

d) Outdoor storage and display shall be prohibited.

e) ~~The building proposed for a health and fitness club and all ancillary uses shall not exceed 50 feet in height. The other building fronting on Turkey Lake Road shall not exceed 35 feet in height. The health and fitness club may be operated 24 hours per day, 7 days a week. However, if the building proposed for a health and fitness club is used for any other use, hours of operation shall be limited from 7:00 a.m. to 10:00 p.m., and the building height shall be limited to 35 feet, unless the Board approves otherwise at a public hearing. No outdoor recreation or other activity shall take place on the lake or on the lake side of the health and fitness club building. The only exterior lights permitted on the lake side of the health and fitness club building shall be security lights. Hours of operation for businesses in the building fronting Turkey Lake Road shall be from 6:00 a.m. to 11:00 p.m~~.

Buildings fronting on Turkey Lake Road shall not exceed thirty-five (35) feet in height. The remainder of the site shall not exceed fifty (50) feet in height. No outdoor recreation shall take place on the lake or on the lake side. The only exterior lights permitted on the lake side shall be security lights.

MODIFIED AS PART OF THIS REQUEST

f) Lakeside landscaping shall include evergreens planted 30 feet on center, plus two understory trees for each evergreen.

g) A community meeting shall be required to review the proposed elevation of the Turkey Lake Road building.

h) In addition to the requirement that the development comply with all applicable laws, ordinances and regulations, the development shall be subject to transportation concurrency and be subject to the ordinance establishing architectural standards and guidelines for commercial buildings and projects (see Chapter 9, Article XIII, Orange County Code).

• PRELIMINARY SUBDIVISION PLAN PUBLIC HEARING

Consideration: Windermere Botanical Garden Preliminary Subdivision Plan submitted in accordance with Orange County Code Article II, Section 34-27; This project is proposing to construct 46 single family detached units with a minimum living area of 3,000 square feet, on a total of 46.65 acre, this project is also proposing to be gated.

Location: District 1; property generally located East of Mckinnon Road; North of West Lake Butler Road; Parcel IDs 12-23-27-0000-00-008, 12-23-27-0000-00-009; S12/T23/R27; Orange County, Florida (legal property description on file in Development Engineering Division)

The following persons addressed the Board:

- Jim McNeil
- Grant Downing
- David Glunt
- Lori Bradford
- Scott Stearns

Motion/Second: Commissioners Boyd/Damiani
Absent: Commissioner Russell
AYE (voice vote): County Mayor Jacobs; Commissioners Boyd, Damiani, Thompson, Edwards
NO (voice vote): Commissioner Brummer
Action: The Board approved Windermere Botanical Garden Preliminary Subdivision Plan (PSP) on the described property, subject to the following conditions:

1. Development shall conform to the Windermere Botanical Garden Preliminary Subdivision Plan dated "Received June 14, 2011," 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 (Board of County Commissioners) 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 June 14, 2011" 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. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted, which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.

4. Prior to construction plan approval, a master stormwater management plan including a drainage study to establish the 100-year flood elevations shall be submitted to the Development Engineering Division for review and approval.

5. Prior to construction plan approval, documentation shall be provided that this project has the legal right to tie into the drainage easement within the Chaine du Lac subdivision.

6. Prior to construction plan approval, certification with supporting calculations shall be submitted which demonstrates that the stormwater management system along West Lake Butler Road has the capacity to accept the outfall flows from the dry pond Tract J and to covey the flows to a receiving water body.

7. This project shall be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291, as they may be amended from time to time.

8. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Chapter 15 prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted.

9. Prior to earthwork or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection.

10. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of 70% coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to the earlier of site clearing, mass grading or construction plan approval; a letter of credit or cash escrow shall be submitted to the County to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit.

11. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.

12. The requirement for a left turn lane off McKinnon Road shall be evaluated at construction plan review stage.

• SUBSTANTIAL CHANGE PUBLIC HEARING

Applicant: Russell Maynard, Central Florida Engineering Consultants, LLC, Tinwood Planned Development (PD) Land Use Plan (LUP) (Case #CDR-11-05-129)

Consideration: Substantial change request to:

1. To allow a vertiport/helipad as a permitted use on Lots 12 & 13 as indicated on the Land Use Plan (LUP);
2. Modify existing Condition of Approval #4 from the September 15, 2009, Board of County Commission public hearing to allow a seven (7) passenger aircraft in lieu of a five (5) passenger aircraft; and
3. Modify existing Condition of Approval #5 from the September 9, 2009, Board of County Commission public hearing to allow the hours of operation to be 8:00 a.m. - 9:00 p.m. in lieu of only daylight hours; pursuant to Orange County Code, Chapter 30, Section 38-1207

Location: District 1; property generally located south side of Regency Village Drive, east of Vineland Avenue; Parcel ID 23-24-28-7418-00-130; S/T/R: 23/24/28; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Brummer
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board continued the public hearing until October 4, 2011, at 2 p.m.

• DEVELOPMENT REVIEW COMMITTEE APPEAL

Appellant: Beeline Center, LLC.
Applicant: Tom Harb, Beeline Center, LLC., Project ABC Planned Development - Grande Plaza NE Quadrant - Tract 8 - Lot 4 Bee Line Center (fka Shoppes at the Lakes) Development Plan
Consideration: Appeal of the decision by the Orange County Development Review Committee, dated July 13, 2011, on a request for a right-out access from the property onto South John Young Parkway
Location: District 4; property generally located north of Taft-Vineland Road, East of South John Young Parkway; Parcel ID 09-24-29-3051-01-000; S09/T24/R29; Orange County, Florida (legal property description on file in Development Engineering Division)

The County Mayor noted the applicant present and in concurrence with the recommendation.

Motion/Second: Commissioners Thompson/Brummer
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board continued the public hearing until October 4, 2011, at 2 p.m.

• BOARD-CALLED PLANNING AND ZONING COMMISSION PUBLIC HEARING

Applicant: Emily Brown, Carter-Crossman Management Planned Development
Case No.: Planning and Zoning Commission, LUP-10-05-087; June 16, 2011
Consideration: Request to rezone from C-2 (General Commercial District), R-2 (Residential District), and R-1A (Single-Family Dwelling District) to PD (Planned Development District), more specifically the Carter-Crossman PD, to allow for commercial and residential uses, and including the following waivers from Chapters 24, 34, and 38, Orange County Code:
Section 38-1272(3) to allow 5' setback from the north property line to existing structure in lieu of 25' PD requirement;
Section 38-1254(1) to allow existing 1 story multi-family structure to remain 5' from the south property line in lieu of the 25' PD requirement;
Section 38-1258(e) to remove the 25' buffer requirement between single-family and existing multi-family paved area;
Section 38-1258(f) to remove the requirement for a wall between single-family and the existing multi-family uses;
Section 38-1253 to eliminate the requirement for recreation amenities;
Section 24-5 to reduce the buffer requirement from 15' to 5' on the

north and east property line;
Section 24-5 to reduce the buffer requirement from 25' to 15' on the south property line;
Section 24-5(a)(2) to eliminate the buffer requirement from 25' from existing commercial to existing residential; and
Section 34-152(c) to allow single-family and commercial to share same access driveway.

Location: District 4; property located at 3333 S. Orange Avenue; generally described as the east side of Orange Avenue, south Michigan Avenue, north of Holden Avenue; Parcel ID 12-23-29-8184-00-160; S/T/R: 12-23-29; Orange County, Florida (legal property description on file in the Planning Division)

The following person addressed the Board: Emily Brown.

Motion/Second: Commissioners Thompson/Brummer
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the request by Emily Brown, Carter-Crossman Management Planned Development, to rezone from C-2 (General Commercial District), R-2 (Residential District), and R-1A (Single-Family Dwelling District) to PD (Planned Development District), more specifically the Carter-Crossman PD, to allow for commercial and residential uses, and including the following waivers from Chapters 24, 34, and 38, Orange County Code:

- Section 38-1272(3) to allow 5' setback from the north property line to existing structure in lieu of 25' PD requirement;
- Section 38-1254(1) to allow existing 1 story multi-family structure to remain 5' from the south property line in lieu of the 25' PD requirement;
- Section 38-1258(e) to remove the 25' buffer requirement between single-family and existing multi-family paved area;
- Section 38-1258(f) to remove the requirement for a wall between single-family and the existing multi-family uses;
- Section 38-1253 to eliminate the requirement for recreation amenities;
- Section 24-5 to reduce the buffer requirement from 15' to 5' on the north and east property line;
- Section 24-5 to reduce the buffer requirement from 25' to 15' on the south property line;
- Section 24-5(a)(2) to eliminate the buffer requirement from 25' from existing commercial to existing residential; and
- Section 34-152(c) to allow single-family and commercial to share same access driveway:

on the described property; subject to the following conditions:

1. Development shall conform to the Carter-Crossman Management (Planned Development) PD Land Use Plan dated "Received February 21, 2011" and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, ordinance and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities or intensities. In the event of a conflict or inconsistency between a condition of approval of this zoning and the land use plan dated "Received February 21, 2011," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. A waiver from Section 38-1272(3) is granted to allow the existing commercial structure to remain 5' from the north property line in lieu of the 25' foot PD perimeter requirement.

4. A waiver from Section 38-1254(1) is granted to allow the existing 1 story multi-family structure to remain 5' from the south property line in lieu of the required 25' PD perimeter setback. Any new development shall meet code minimum requirements.

5. A waiver from Section 38-1258(e) is granted to remove the requirement for a 25' buffer between the existing single-family and existing multi-family paved areas. This waiver is for current conditions only, and new development/re-development will comply with all applicable codes.

6. A waiver from Section 38-1258(f) is granted to remove the requirement for a wall between single-family and existing multi-family uses. Instead, a six (6) foot high (Polyvinyl Chloride) PVC fence shall be erected between both uses. *(Additional language added by staff at the (Planning and Zoning Committee) P&ZC public hearing)*

7. A waiver from Section 38-1253 is granted to eliminate the requirement to provide recreational amenities for the existing multi-family residential. In the event that the site is redeveloped, this waiver shall no longer be applicable.

8. A waiver from Section 24-5 is granted to reduce the buffer requirement from 15' to 5' on the north and east side of the property along the commercial parcel adjacent to the residential property.

9. A waiver from Section 24-5 is granted to reduce the buffer requirement from 25' to 15' on the south property line between Commercial and R-3.

10. A waiver from Section 24-5(a)(2) is granted to eliminate the buffering requirement of a 25' from the existing commercial development to the existing residential development located within this project. Any new development shall meet code minimum requirements.

11. In the event that redevelopment of the site ever occurs, a waiver from Section 34-152(c) is granted to allow single-family and commercial to share the same access driveway.

12. Any new billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with Ch. 31.5.

• SUBSTANTIAL CHANGE PUBLIC HEARING

Applicant: B. Todd Hudson, Hudson Engineering Associates, Inc., Patterson Planned Development (PD) Land Use Plan (LUP), (Case #CDR-11-05-125)

Consideration: Substantial change request to:

1. Grant a waiver from Section 38-1258(f) to allow a forty-five (45) foot buffered yard with trees and hedges measured from the Espinosa parcel boundaries (Parcel # 02-24-27-0000-00-004) in lieu of the wall requirement;
2. Modify existing Condition of Approval #10 from the March 10, 2009, Board of County Commission public hearing to allow a maximum building height of sixty-five (65) feet/four (4) stories in lieu of forty-five (45) feet; and
3. Modify existing Condition of Approval #4 from the March 10, 2009, Board of County Commission public hearing to add water and

reclaim water; pursuant to Orange County Code, Chapter 30, Section 38-1207

Location: District 1; property generally located south-west side of Reams Road; Parcel ID 02-24-27-0000-00-002; S/T/R: 02/24/27; Orange County, Florida (legal property description on file)

The following person addressed the Board: Todd Hudson.

Commissioner Edwards announced a conflict of interest for the following reason, as stated in a Memorandum of Voting Conflict filed in the Clerk's Office: "A measure came or will come before my agency which inured to the special gain or loss of my relative, MMI Development. The measure before my agency and the nature of my conflicting interest in the measure is as follows: Patterson PD Substantial Change Dist. 1 Application was by a client of my law firm, Foley & Lardner, for whom I provide legal representation."

Motion/Second: Commissioners Boyd/Brummer
Absent: Commissioner Russell
AYE (voice vote): All present members
Abstain: Commissioner Edwards
Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by B. Todd Hudson, Hudson Engineering Associates, Inc., Patterson Planned Development (PD) Land Use Plan (LUP), (Case #CDR-11-05-125), to:

1. Grant a waiver from Section 38-1258(f) to allow a forty-five (45) foot buffered yard with trees and hedges measured from the Espinosa parcel boundaries (Parcel # 02-24-27-0000-00-004) in lieu of the wall requirement;
2. Modify existing Condition of Approval #10 from the March 10, 2009, Board of County Commission public hearing to allow a maximum building height of sixty-five (65) feet/four (4) stories in lieu of forty-five (45) feet; and
3. Modify existing Condition of Approval #4 from the March 10, 2009, Board of County Commission public hearing to add water and reclaim water;

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

1. Development shall conform to the Patterson PD Land Use Plan dated "Received ~~January 8, 2009~~ June 13, 2011," and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, ordinance and regulations, except to the extent that

any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities or intensities. In the event of a conflict or inconsistency between a condition of approval of this zoning and the land use plan dated "~~January 8, 2009~~ June 13, 2011," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. A waiver from Section 38-1258(f) is granted to allow a forty-five (45) foot buffered yard with trees and hedges measured from the Espinosa parcel boundaries (Parcel # 02-24-27-0000-00-004) in lieu of the wall requirement.

4. All previous applicable Conditions of Approval dated March 10, 2009, 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, reclaim water, and wastewater service from Orange County Utilities.

      MODIFIED AS PART OF THIS REQUEST

   c) Tree removal/earthwork shall not occur unless and until construction plans for the 1st Preliminary Subdivision and/or Development Plan with removal/mitigation plans have been approved by Orange County.

   d) Capacity Enhancement Agreements 05-005 and 05-014 apply to this project. The first 300 residential units appearing in a plat or final site plan shall comply with CEA 05-014, and any residential units beyond the 300th shall comply with CEA 05-005. Prior to recording of any plat or issuance of the first building permit for any phase, a letter must be obtained from (Orange County Public

Schools) OCPS to determine that the project is consistent with the applicable Capacity Enhancement Agreement.

e) 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 certificate of occupancy. However, nothing in this condition and nothing in the decision to approve this land use plan shall be construed to mean that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.

f) Prior to Platting, the right-of-way for Reams Road shall be conveyed.

g) A waiver from Section 38-1387(b)(5) of the Orange County Code is granted to allow a maximum building height of ~~45 feet~~ sixty-five (65) feet / four (4) stories in lieu of ~~the allowable 40-foot maximum~~ forty-five (45) feet due to the site's irregular configuration and location of wetlands.

MODIFIED AS PART OF THIS REQUEST

h) Except where waived, all development shall comply with the Horizon West Design Standards.

i) A waiver from Section 38-1382(h) of the Orange County Code is granted to place the recreational facilities internally.

j) Prior to the issuance of any vertical building permits, this property shall be platted.

• SHORELINE ALTERATION/DREDGE FILL PUBLIC HEARING

| | |
|---|---|
| Applicant: | Nicholas Cotton |
| Consideration: | Request for a Shoreline Alteration/Dredge and Fill Permit to dredge a portion of a canal and install a seawall, pursuant to Orange County Code, Chapter 33, Article IV, Windermere Water and Navigation Control District; Section 33-129(d), and Chapter 15, Article VI, Pumping and Dredging |
| Location: | District 1; on the Fischer Canal associated with Lake Down, located at 79 Main Street, Windermere, FL; Parcel ID 08-23-28-9352-05-010; Section 08, Township 23 South, Range 28 East; Orange County, Florida (legal property description on file in Environmental Protection Division) |

The County Mayor noted the applicant present and in concurrence with the recommendation.

Motion/Second: Commissioners Boyd/Brummer
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board approved the request by Nicholas Cotton for a Shoreline Alteration/Dredge and Fill Permit to dredge a portion of a canal and install a seawall, on the described property, subject to the following conditions:

Specific Conditions:

1. Construction activities shall be completed in accordance with the Site Plan date July 21, 2011. The permitted work must be commenced within six months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six months or completed within a year, this permit is void.

2. No filling can be performed except in the actual construction of the seawall.

3. The permittee shall complete water quality monitoring as follows:

    a. Obtain a baseline sample at least thirty days prior to conducting the work. The baseline sample should be taken from within the proposed work area and a location upstream (at the confluence of the Lake Down/Wauseon Canal and Lake Down).

    b. A post construction sample taken within thirty days after completing the work. The sample should be taken from should be taken from within the proposed work area and a location upstream (at the confluence of the Lake Down/Wauseon Canal and Lake Down).

    c. The parameters shall include: turbidity measurements, suspended solids, Nitrogen, Phosphorus, temperature, pH, conductivity, and dissolved Oxygen. The analyses shall be completed by a NELAC certified lab.

    d. Sediment and erosion control measures will stay in place until (Environmental Protection Division) EPD has approved, in writing, the removal of the measures.

4. A minimum of two anchored floating turbidity barriers, appropriately installed, are required as well as siltation fencing around any stock pile within the upland.

5. A copy of this permit, along with the Environmental Protection Division (EPD) stamped, approved drawings should be taken to the Zoning Division for approval in order to obtain a building permit.

6. A certified site plan will be required to obtain a building permit. For further information, please contact the Zoning Division at (407) 836-5525 or the Division of Building Safety at (407) 836-5550.

7. Prior to any filling within the 100-year flood zone a Flood Plain Permit must be obtained from the Orange County Stormwater Management authorizing the fill.

8. Any future requests for permit time extensions may be approved by way of the Consent Agenda, if there are no changes.

9. This permit shall become final and effective thirty calendar days following the filing of the determination with the clerk, unless a petition for rehearing has been filed within this timeframe. Any petition for rehearing shall stay the effective date of this permit until said petition is heard and determined.

General Conditions

10. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit.

11. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

12. At least 48-hours prior to commencement of activity authorized by this permit, the permittee shall submit to EPD, a "Construction Notice" (form CN-001-04) indicating the actual start date and expected completion date.

13. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

14. The permittee must require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee must require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit must be available upon request by Orange County staff.

15. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such

construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure from the affected owner or to remove the interference or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate termination.

16. This permit does not release the permittee from complying with all other Federal, State, and Local rules and regulations. If these permit conditions conflict with those of any other regulatory agency the permittee must comply with the most stringent conditions.

17. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.

18. EPD must have final construction plan approval to ensure that no modification has been made during the construction plan process.

19. The permittee shall immediately notify EPD, in writing, of any previously submitted information that is later discovered to be inaccurate.

20. The permittee shall notify EPD, in writing, within thirty days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. The permittee shall remain liable for any corrective actions that may be required as a result of any permit violations until the permit is legally transferred.

21. EPD staff, with proper identification, shall have permission to enter, inspect, sample and test the system to ensure conformity with the plans and specifications approved by the permit at any reasonable time.

22. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.

23. No failure or successive failures, on the part of EPD to enforce any portion of this permit shall impair the right of EPD to enforce the same in the event of subsequent breach.

24. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit may be required to be paid by the permittee. The Environmental Protection Officer shall make this determination.

25. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.

26. Turbidity and sediments must be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.

27. The existing ambient water quality within Outstanding Florida Waters shall not be lowered as a result of the proposed activity, except as authorized by the Florida Department of Environmental Protection under Rule 62-4.242(2) FAC.

28. All excess lumber, scrap wood, trash, garbage, etc shall be removed from the project area and/or surface waters immediately.

29. Any un-permitted impacts to wetlands and/or littoral zone as a result of the permitted activity shall result in the permittee restoring the impact to the satisfaction of EPD.

• SHORELINE ALTERATION/DREDGE FILL PUBLIC HEARING

Applicant: Alvin Luther
Consideration: Request for a Shoreline Alteration/Dredge and Fill Permit to construct a new vertical seawall, pursuant to Orange County Code, Chapter 33, Article II, Lake Conway Water and Navigation Control District; Section 33-37 (d), and Chapter 15, Article VI, Pumping and Dredging
Location: District 4; on a canal associated with Lake Conway, located at 2600 Overlake Avenue; Parcel ID 07-23-30-9064-06-200; Section 7, Township 23 South, Range 30 East; Orange County, Florida (legal property description on file in Environmental Protection Division)

The County Mayor noted the applicant present and in concurrence with the recommendation.

Motion/Second: Commissioners Thompson/Brummer
Absent: Commissioner Russell
AYE (voice vote): All present members
Action: The Board approved the request by Alvin Luther for a Shoreline Alteration/Dredge and Fill Permit to construct a new vertical seawall, on the described property, subject to the following conditions:

1. Construction activities shall be completed in accordance with the site plans submitted by Michael Caiazza, Specialty Marine Contractors, Inc. dated as received on June 21, 2011 by the (Environmental Protection Division) EPD. The permitted work must be commenced within six months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six months or completed within a year this permit is void.

2. No filling can be performed except in the actual construction of the seawall.

3. The material used as fill shall be clean material and shall not be contaminated with vegetation, hazardous, toxic waste or other materials that are not suitable within waters of the State.

4. A copy of this permit, along with EPD stamped, approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information contact the OC Zoning Division at (407) 836-5525.

5. After approved by OC Zoning, certified site plans will be required to obtain a building permit. For further information, contact the OC Division of Building Safety at (407) 836-5550.

6. Prior to any filling within the 100-year flood zone a Flood Plain Permit must be obtained from the Orange County Stormwater Management authorizing the fill.

7. Any future requests for permit time extensions may be approved by way of the Consent Agenda, if there are no changes.

8. Effective Date. If no objections have been filed with the Environmental Protection Officer, this permit shall be final and effective as of the date of issuance. If a written objection has been received, this permit shall become final and effective upon expiration of the thirty calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.

General Conditions

9. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit.

10. If EPD determines at any time that activities are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked

immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

11. At least 48-hours prior to commencement of activity authorized by this permit, the permittee shall submit to EPD, a "Construction Notice" (form CN-001-04) indicating the actual start date and expected completion date.

12. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

13. The permittee must require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee must require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit must be available upon request by Orange County staff.

14. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure from the affected owner or to remove the interference or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate termination.

15. This permit does not release the permittee from complying with all other Federal, State, and Local rules and regulations. If these permit conditions conflict with those of any other regulatory agency the permittee must comply with the most stringent conditions.

16. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.

17. EPD must have final construction plan approval to ensure that no modification has been made during the construction plan process.

18. The permittee shall immediately notify EPD, in writing, of any previously submitted information that is later discovered to be inaccurate.

19. The permittee shall notify EPD, in writing, within thirty days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. The permittee shall remain liable for any corrective actions that may be required as a result of any permit violations until the permit is legally transferred.

20. EPD staff, with proper identification, shall have permission to enter, inspect, sample and test the system to ensure conformity with the plans and specifications approved by the permit at any reasonable time.

21. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.

22. No failure or successive failures, on the part of EPD to enforce any portion of this permit shall impair the right of EPD to enforce the same in the event of subsequent breach.

23. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit may be required to be paid by the permittee. The Environmental Protection Officer shall make this determination.

24. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.

25. Turbidity and sediments must be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.

26. The existing ambient water quality within Outstanding Florida Waters shall not be lowered as a result of the proposed activity, except as authorized by the Florida Department of Environmental Protection under Rule 62-4.242(2) FAC.

27. All excess lumber, scrap wood, trash, garbage, etc shall be removed from the project area and/or surface waters immediately.

28. Any un-permitted impacts to wetlands and/or littoral zone as a result of the permitted activity shall result in the permittee restoring the impact to the satisfaction of EPD.

29. Any future requests for permit time extensions may be approved by way of the Consent Agenda, if there are no changes.

• MEETING ADJOURNED, 3:25 p.m.

ATTEST:

Martha O. Haynie _____ _____
County Comptroller as Clerk County Mayor

_____
Deputy Clerk

_____
Minutes Coordinator

Attachment to "Request For Action" Number 11-009

| Asset Number | Asset Description | Purchase Date | Original Cost | Depreciated Value | Department/Office last using equipment | Disposition Requested | Justification |
|---|---|---|---|---|---|---|---|
| 731663 | STEAM TABLE, DUKE MANUFACTURING, E304 | 04/10/2007 | 1,397.00 | 775.93 | Corrections Division | Asset was scrapped by the Division | Asset was rusted out and beyond repair |
| 730225 | COPIER, AFICIO, 3260C | 02/01/2008 | 17,744.16 | 0.00 | Graphics Reproduction | Assets were returned at the end of their three year lease term | Lease expired and new assets were leased |
| 730226 | CONTROLLER FRO 3260C, FIERY, S400 | 02/01/2008 | 11,707.84 | 0.00 | | | |
| 730268 | COPIER, AFICIO, 3260C | 02/01/2008 | 18,009.81 | 0.00 | | | |
| 730269 | CONTROLLER FOR 3260C, FIERY, S400 | 02/01/2008 | 10,993.19 | 0.00 | | | |
| S102462 | GRAPHIC ARTS KIT PREMIUM FOR AFICIO COLOR 326 | 02/01/2009 | 5,408.00 | 0.00 | | | |
| 002206 | GOLF CART, YAMAHA, G14-E | 09/30/1999 | 1,975.00 | 0.00 | Corrections Division | Asset was destroyed by fire | Asset was burned beyond economical repair |
| 732327 | DISPLAY CASE, FRANCISCAN, 76H X 18D X 41W | 10/14/2005 | 1,790.38 | 645.44 | History Center | Transfer to the Orange County Sheriff's Office | Assets were inadequate and a safety concern for the original Division |
| 732332 | DISPLAY CASE, FRANCISCAN, 76H X 18D X 41W | 10/14/2005 | 1,790.39 | 645.44 | | | |
| 732333 | DISPLAY CASE, FRANCISCAN, 76H X 18D X 41W | 10/14/2005 | 1,790.39 | 645.44 | | | |
| 905008 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | Fire Rescue | Trade in for a $400 allowance each towards the purchase of new equipment | Assets are surplus to the Division |
| 905010 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905014 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905015 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905029 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905030 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905039 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905056 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905060 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905071 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905074 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905076 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905091 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905102 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905125 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905131 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905132 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905135 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905192 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905209 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905219 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905224 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905233 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905237 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905244 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905286 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905292 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905295 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 905427 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906292 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906311 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906318 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906340 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906361 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906390 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906421 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906422 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906425 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 3,810.00 | 0.00 | | | |
| 906432 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906579 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906606 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906610 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906612 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906649 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906654 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906663 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906680 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906684 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906687 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906693 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906701 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906768 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906763 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |

Attachment to "Request For Action" Number 11-009

| Asset Number | Asset Description | Purchase Date | Original Cost | Depreciated Value | Department/Office last using equipment | Disposition Requested | Justification |
|---|---|---|---|---|---|---|---|
| 906768 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | Fire Rescue | Trade in for a $400 allowance each towards the purchase of new equipment | Assets are surplus to the Division |
| 906782 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906798 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906804 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906822 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906839 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906849 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906856 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906864 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906874 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906888 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906890 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906891 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906893 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906895 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906898 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906911 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906919 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906928 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906929 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906930 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906947 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906950 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906956 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906962 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906964 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906965 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906969 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906972 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906973 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906977 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906980 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906981 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906985 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906986 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906988 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906992 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 906994 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907001 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907002 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907005 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907006 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907009 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907010 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907011 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907014 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907017 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907023 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907054 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907056 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907074 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907076 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907077 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907085 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907089 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907090 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907099 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907109 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907110 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907114 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907116 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907122 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907124 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907128 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907131 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907140 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907146 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |

| Asset Number | Asset Description | Purchase Date | Original Cost | Depreciated Value | Department/Office last using equipment | Disposition Requested | Justification |
|---|---|---|---|---|---|---|---|
| 907154 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384 00 | 0 00 | Fire Rescue | Trade in for a $400 allowance each towards the purchase of new equipment | Assets are surplus to the Division |
| 907156 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384 00 | 0 00 | | | |
| 907163 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907164 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907174 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907178 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907181 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907183 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907185 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907186 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907193 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907194 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907196 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2 384 00 | 0 00 | | | |
| 907198 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907207 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907211 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907215 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907217 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907218 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907219 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907220 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907224 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907227 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907228 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907236 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907251 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907252 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907260 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907264 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907275 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907277 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907326 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907334 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907346 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907369 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 907388 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908149 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908228 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908244 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908247 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908249 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908250 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908266 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908270 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908275 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 908284 | PORTABLE RADIO, MOTOROLA, MTS2000/TYPE II | 05/24/1994 | 2,384.00 | 0.00 | | | |
| 972090 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 01/17/2002 | 2,842.00 | 0.00 | | | |
| 975559 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 08/28/2002 | 2,542.00 | 0.00 | | | |
| 975560 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 08/28/2002 | 2,542.00 | 0.00 | | | |
| 975561 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 08/28/2002 | 2,542.00 | 0.00 | | | |
| 975563 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 08/28/2002 | 2,542.00 | 0.00 | | | |
| 975566 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 08/28/2002 | 2,542.00 | 0.00 | | | |
| 975569 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 08/28/2002 | 2,542.00 | 0.00 | | | |
| 975571 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 08/28/2002 | 2,542.00 | 0.00 | | | |
| 975572 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 08/28/2002 | 2,542.00 | 0.00 | | | |
| 908635 | PORTABLE RADIO, MOTOROLA, MTS 2000 II | 01/17/1995 | 2,145.30 | 0.00 | | | |
| 908946 | PORTABLE RADIO, MOTOROLA, MTS2000-2 | 06/07/1995 | 2,469.00 | 0.00 | | | |
| 908956 | PORTABLE RADIO, MOTOROLA, MTS2000-2 | 06/07/1995 | 2,469.00 | 0.00 | | | |
| 908963 | PORTABLE RADIO, MOTOROLA, MTS2000-2 | 06/07/1995 | 2,469.00 | 0.00 | | | |
| 924617 | PORTABLE RADIO, MOTOROLA, MTX-2000 | 02/08/1994 | 2,334.00 | 0.00 | | | |
| 924618 | PORTABLE RADIO, MOTOROLA, MTX-2000 | 02/08/1994 | 2,334.00 | 0.00 | | | |
| 926066 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 04/05/1999 | 2,267.75 | 0.00 | | | |
| 926259 | PORTABLE RADIO, MOTOROLA, MTS 2000-11 | 05/20/1999 | 2,165.97 | 0.00 | | | |
| 926260 | PORTABLE RADIO, MOTOROLA, MTS 2000-11 | 05/20/1999 | 2,165.97 | 0.00 | | | |
| 926261 | PORTABLE RADIO, MOTOROLA, MTS 2000-11 | 05/20/1999 | 2,165.97 | 0.00 | | | |
| 926262 | PORTABLE RADIO, MOTOROLA, MTS2000-11 | 05/20/1999 | 2,165.97 | 0.00 | | | |
| 926264 | PORTABLE RADIO, MOTOROLA, MTS 2000-11 | 05/20/1999 | 2,165.97 | 0.00 | | | |

Attachment to "Request For Action" Number 11-009

| Asset Number | Asset Description | Purchase Date | Original Cost | Depreciated Value | Department/Office last using equipment | Disposition Requested | Justification |
|---|---|---|---|---|---|---|---|
| 926298 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/12/1999 | 2,398.45 | 0.00 | Fire Rescue | Trade in for a $400 allowance each towards the purchase of new equipment | Assets are surplus to the Division |
| 926299 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/12/1999 | 2,398.45 | 0.00 | | | |
| 927558 | PORTABLE RADIO, MOTOROLA, MTS 2000 II | 06/08/1999 | 2,165.75 | 0.00 | | | |
| 927559 | PORTABLE RADIO, MOTOROLA, MTS 2000 II | 06/08/1999 | 2,165.75 | 0.00 | | | |
| 927560 | PORTABLE RADIO, MOTOROLA, MTS 2000 II | 06/08/1999 | 2,165.75 | 0.00 | | | |
| 927566 | PORTABLE RADIO, MOTOROLA, MTS 2000 II | 06/08/1999 | 2,165.75 | 0.00 | | | |
| 927579 | PORTABLE RADIO, MOTOROLA, MTS 2000 II | 06/08/1999 | 2,165.75 | 0.00 | | | |
| 927584 | PORTABLE RADIO, MOTOROLA, MTS 2000 II | 06/08/1999 | 2,165.75 | 0.00 | | | |
| 927631 | PORTABLE RADIO, MOTOROLA, MTS 2000 II | 06/08/1999 | 2,165.75 | 0.00 | | | |
| 933133 | PORTABLE RADIO, MOTOROLA, MTS2000-II | 03/26/1998 | 2,166.60 | 0.00 | | | |
| 933140 | PORTABLE RADIO, MOTOROLA, MTS2000II | 11/14/1997 | 2,267.75 | 0.00 | | | |
| 934996 | PORTABLE RADIO, MOTOROLA, MTS2000-2 | 04/30/1998 | 2,469.00 | 0.00 | | | |
| 935025 | PORTABLE RADIO, MOTOROLA, MTS2000TYPE11 | 08/06/1998 | 2,161.50 | 0.00 | | | |
| 935026 | PORTABLE RADIO, MOTOROLA, MTS2000TYPE11 | 08/06/1998 | 2,161.50 | 0.00 | | | |
| 935029 | PORTABLE RADIO, MOTOROLA, MTS2000TYPE11 | 08/06/1998 | 2,161.50 | 0.00 | | | |
| 935030 | PORTABLE RADIO, MOTOROLA, MTS2000TYPE11 | 08/06/1998 | 2,161.50 | 0.00 | | | |
| 935033 | PORTABLE RADIO, MOTOROLA, MTS2000TYPE11 | 08/06/1998 | 2,161.50 | 0.00 | | | |
| 938434 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 06/22/2000 | 2,523.25 | 0.00 | | | |
| 938491 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938492 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938493 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938494 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 05/22/2000 | 2,512.00 | 0.00 | | | |
| 938498 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938499 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938501 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938502 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938504 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938505 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938506 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938510 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 08/31/2000 | 2,397.00 | 0.00 | | | |
| 938513 | PORTABLE RADIO, MOTOROLA, MTS 2000 | 06/22/2000 | 2,417.25 | 0.00 | | | |
| 938536 | PORTABLE RADIO, MOTOROLA, MTS2000-2 | 05/22/2000 | 2,512.00 | 0.00 | | | |
| 938539 | PORTABLE RADIO, MOTOROLA, MTS2000-2 | 05/22/2000 | 2,512.00 | 0.00 | | | |
| 940530 | PORTABLE RADIO, MOTOROLA, MTS2000-2 | 12/11/1995 | 2,469.00 | 0.00 | | | |
| 940537 | PORTABLE RADIO, MOTOROLA, MTS2000-2 | 12/11/1995 | 2,469.00 | 0.00 | | | |
| 941454 | PORTABLE RADIO, MOTOROLA, MTS2000-2 | 03/29/1996 | 2,469.00 | 0.00 | | | |
| 942757 | PORTABLE RADIO, MOTOROLA, MTS 2000 I | 05/21/1996 | 2,334.00 | 0.00 | | | |
| 942761 | PORTABLE RADIO, MOTOROLA, MTS 2000 I | 05/21/1996 | 2,334.00 | 0.00 | | | |

ORANGE COUNTY GOVERNMENT
FLORIDA

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John P. Dougherty

*Paralegals*
Kimberly Cundiff
Cathy Saravanja, CP
Maria Vargas, ACP

# MEMORANDUM

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

FROM: Jeffrey J. Newton, County Attorney
Robert D. Guthrie, Senior County Attorney

DATE: August 26, 2011

SUBJECT: **Consent Agenda Item for the Board Meeting on September 20, 2011**
Proposed Revised Administrative and New Administrative Regulations relating to "Use of County Vehicles"

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Attached for your review is a proposed revised Administrative Regulations and proposed new Administrative Regulations.

I. **EXPLANATION & SUMMARY OF PROPOSED REGULATIONS**: At the request of the Orange County Office of Management and Budget, the attached regulations were reviewed in depth and revisions were made to ensure that the regulations are consistent with current practices and procedures. The proposed revised Administrative Regulation will clarify the use of county vehicles provided by the Facilities Management Division. The proposed new Administrative Regulation set forth policies and procedures aimed at reducing Orange County's fuel consumption and vehicle maintenance. A list of the titles and sections numbers of the Administrative Regulations to be amended are presented below.

The titles of these proposed revised and new Administrative Regulations are as follows:

| | |
|---|---|
| 8.07 | Authorized Use of County Vehicles (revised) |
| 8.07.01 | Care And Maintenance of County Owned Vehicles (revised) |
| 8.07.02 | Markings on County Vehicles (revised) |
| 8.07.03 | Purchase Or Lease Of County Vehicles (revised) |
| 8.07.04 | Surplus County Vehicles and Heavy Equipment (revised) |
| 8.07.05 | Vehicle Take home Assignment Policy (revised) |
| 8.07.06 | Vehicle E-Pass (revised) |
| New | General Vehicle Usage Polices (new) |

It is my intent to place the proposal on the September 20, 2011, Consent Agenda for approval by the Board of County Commissioners. Please advise me of any questions, comments, or modifications you may wish to make prior to that meeting.

II **ACTION REQUESTED:**
Approval of revisions to Administrative Regulations 8.07, 8.07.01, 8.07.02, 8.07.03, 8.07.04, 8.07.05, and 8.07.06 and new Administrative Regulations relating to use of County vehicles.

# PROPOSED REVISIONS
# 8/23/11

| ORANGE COUNTY ADMINISTRATIVE REGULATIONS | No.: 8.07 |
|---|---|
| | Date: 5/11/87 |
| | Approved By: BCC<br>Revised: 8/17/87; 9/18/89; 12/15/98 |
| Title: **AUTHORIZED USE OF COUNTY VEHICLES** | Page 1 of 1 |

## I. POLICY

When there is a demonstrated advantage for the County, an employee may be assigned a County vehicle to meet work related transportation needs, or to fulfill an on-call assignment. Equipment, facilities, vehicles, or property of the County shall only be used by employees for County business. Except for authorized travel and vehicle operators complying with the County Vehicle Take Home Assignment Policy, all County vehicles are to remain within the established boundaries of Orange County, except when the most efficient route for conducting official County business crosses into an adjacent county.

## II. PROCEDURES

Requests for exceptions to this policy must be submitted in writing to the County Administrator's Office prior to the incident taking place or, in the case of an emergency, within twenty-four (24) hours of the incident. Each request should list complete details and will be reviewed and a determination made on a case-by-case basis.

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**FOR MORE INFORMATION CONTACT:** Fleet Management Division, Administrative Services Department

**REFERENCE:** Administrative Regulations 2.12.03, 2.12.04 and 8.07.05

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# PROPOSED REVISIONS
# 08/23/11

| ORANGE COUNTY ADMINISTRATIVE REGULATIONS | No.: 8.07.01 |
|---|---|
| | Date: 12/03/91 |
| | Approved By: BCC<br>Revised: |
| Title: **CARE AND MAINTENANCE OF COUNTY-OWNED VEHICLES** | Page 1 of 3 |

## I. POLICY

It is the policy of the Orange County Board of County Commissioners that assigned vehicles ~~are~~ shall be properly cared for and maintained. Uniform procedures ensuring ~~that~~ proper care and maintenance of County vehicles are promulgated not only for safety related reasons, but also to present a professional vehicle appearance, extend the operating life and increase the salvage resale value of vehicles.

## II. PROCEDURES

A. Division Managers ~~will~~ shall ensure that all employees are made aware of and comply with the contents of this policy.

B. Vehicle operators are responsible for performing driver inspections of their assigned vehicles prior to operating.

C. The driver shall make daily inspections of the following safety items:

Safety Belts
Windshield Wipers
Exhaust System
Horn
Foot Brakes
Condition of Tires
Mirror & Glass
Emergency Brakes
Turn Signals
Lights

Problems are to be reported immediately to Fleet Management for correction.

D. The following items ~~must~~ shall be checked at least once each month (Fleet Management personnel will assist if these checks are beyond the capability of the operator):

Automatic Transmission Fluid Level
Motor Oil
Windshield Washer Fluid
Coolant Level (Make sure engine is cold)
Tire Pressure

Problems beyond the operator's capability to correct are to be reported to Fleet Management.

E. Vehicles ~~must~~ shall have regular preventive maintenance performed. Scheduling is accomplished automatically for vehicles refueling at automated refueling sites. If an operator obtains fuel at other than an automated county site, the operator is responsible for providing the correct mileage to Fleet Management on a weekly basis.

F. If a vehicle is unsafe to operate, a wrecker will be dispatched to deliver it to the repair facility.

G. County vehicles ~~will~~ shall not be abused or misused. During routine or unscheduled maintenance, the Fleet Management Quality Control inspector ~~will~~ shall inspect for abuse or misuse and if observed will annotate the work order for management action stating "suspected abuse/misuse."

H. Vehicle operators ~~will~~ shall wash their vehicles when needed. Drive through automatic car washers may be used for sedans and small trucks and vans.

I. Each division ~~will~~ shall inspect their assigned vehicles on a quarterly basis to ensure proper vehicle operator care and maintenance. Inspection documentation shall be maintained so that vehicle operators who maintain their vehicles in an outstanding manner may be recognized by their division during employee recognition programs.

J. Vehicle appearance ~~must~~ shall be maintained at an acceptable level. Vehicles with an appearance that discredits the County ~~will~~ shall be made presentable or sent to salvage. Fleet Management will not repair vehicle mechanical problems when the vehicle does not present a professional, acceptable appearance.

K. If a County employee is involved in a traffic accident while operating a County vehicle, the employee shall immediately notify Law Enforcement, his/her Supervisor, and Orange County Risk Management. In making these notifications, the employee should utilize the appropriate chain-of-command, as determined by his/her division.

L. Any theft, vandalism, or damage to a County-owned vehicle or of property (including personal property of the employee) in or on a County-owned vehicle shall be immediately reported by the employee assigned to the vehicle to Law Enforcement, his/her Supervisor, and Orange County Risk Management. In making these notifications, the employee should utilize the appropriate chain-of-command, as determined by his/her division.

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**FOR MORE INFORMATION CONTACT:** Fleet Management Division; Administrative Services Department

**REFERENCE:** None

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# PROPOSED REVISIONS
# 08/23/11

| ORANGE COUNTY ADMINISTRATIVE REGULATIONS | No.: 8.07.02 |
|---|---|
| | Date: 12/03/91 |
| | Approved By: BCC<br>Revised: |
| Title: **MARKINGS ON COUNTY VEHICLES** | Page 1 of 1 |

## I. POLICY

It is the policy of the Orange County Board of County Commissioners that only official approved decals or markings be placed on County vehicles. Professional decorum mandates that County vehicles depict a standard professional appearance throughout the County.

## II. PROCEDURES

A. The Fleet Management Division is responsible for obtaining and applying all markings and decals to County vehicles. Upon receipt of new vehicles, Fleet Management ~~will~~ shall install a vehicle number decal for identification and accountability. Fleet Management ~~will~~ shall also install on new vehicles the official Orange County Seal decal to the two forward doors.

B. Department decals necessary to identify a department function such as the Department of Corrections or Fire and Rescue Services Division may be substituted for the Orange County Official seal and placed on the two forward doors by Fleet Management when approved by the County Administrator.

C. Decals referred to as "bumper stickers" or "window decals" may be placed on County vehicles only upon the written approval of the County Administrator.

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**FOR MORE INFORMATION CONTACT:** Fleet Management Division; Administrative Services Department

**REFERENCE:** None

# PROPOSED REVISIONS
# 08/23/11

| ORANGE COUNTY ADMINISTRATIVE REGULATIONS | No.: 8.07.03 |
|---|---|
| | Date: 12/03/91 |
| | Approved By: BCC<br>Revised: |
| Title: **PURCHASE OR LEASE OF COUNTY VEHICLES** | Page 1 of 2 |

## I. POLICY

It is the policy of the Orange County Board of County Commissioners that each department have the vehicle assets necessary to accomplish their assigned functions. Departments shall submit a definitive justification for each vehicular asset procured.

## II. PROCEDURES

A. New vehicle requirements shall be thoroughly justified to include why existing vehicular assets cannot be jointly used to accomplish assigned functions. Replacement of existing vehicles must be justified based upon the age, condition, mileage and maintenance cost of the existing vehicles.

B. Authorization for over the road motorized vehicles less than 2 tons (i.e., Ford 550, currently 19,000 lb. GVW or below) will be established by the Vehicle Requirements Utilization Committee (VRUC). The VRUC will recommend and administer approved vehicle policy as delegated by the County Administrator. All related vehicle issues will be considered by the VRUC and decisions made in accordance with the County Administrator's directions. All VRUC findings, in all matters, shall be considered final unless appealed to and overturned by the County Administrator.

C. The submittal guidelines for purchasing vehicular assets specified by the Office of Management and Budget in their "Annual Budget Reference Manual" shall be followed. Forms shall be properly completed and submitted in a timely manner as noted in the manual.

D. When vehicular assets are leased, departments shall use the Purchasing ~~Department~~ and Contracts Division guidelines for equipment leases. The justification shall include a statement as to why existing vehicular assets, if available, will not satisfy the requirement. If a continuous requirement, consideration shall be given to justifying the purchase of the vehicles.

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**FOR MORE INFORMATION CONTACT:** Fleet Management Division; Office of Management and Budget

**REFERENCE:** None

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# PROPOSED REVISIONS
# 08/23/11

| ORANGE COUNTY ADMINISTRATIVE REGULATIONS | No.: 8.07.04 |
|---|---|
| | Date: 9/18/89 |
| | Approved By: BCC<br>Revised: |
| Title: **SURPLUS COUNTY VEHICLES AND HEAVY EQUIPMENT** | Page 1 of 3 |

## I. POLICY

A. Vehicles and equipment are considered surplus when they are no longer needed for the efficient operation of a division due to:

1. An audit or review by the Vehicle Requirements Utilization Committee (VRUC) or management that has determined the unit in question is no longer needed due to lack of usage~~.~~; or

2. The unit has exceeded its useful economic life cycle in its current capacity and needs to be replaced.

B. Vehicles or equipment which are considered surplus will be reassigned to another department or sold.

## II. PROCEDURES

A. Upon determining that a unit is surplus, the Division Manager ~~will~~ shall prepare a memo to the ~~Supervisor of Property Accounting~~Property Control Supervisor, with copies to the Manager of Fleet Management and the Chairman of VRUC. The memo should state whether the unit is intended for disposal, redistribution, or if assistance is needed in determining either of these. The Manager of Fleet Management shall determine the condition of the unit in question and if it can continue to be used. The Chairman of VRUC can assist in identifying possible divisions in need of a redistributed vehicle, based on current requests and communications.

B. If the surplus unit is to be redistributed to another division, the item will be physically transferred based on current Property Accounting policies and procedures. Copies of the completed forms will be sent to the Manager of Fleet Management and the Chairman of VRUC. No vehicles will be redistributed without proper VRUC approvals based on the current addition or replacement criteria.

C. If the unit is to be sold at auction, it ~~will~~ shall be the selling division's responsibility to have it physically transferred to the Property Accounting ~~Division~~ Department for disposal. Property Accounting ~~will~~ shall ~~accomplish the sale of~~sell the asset in accordance with Florida Statutes. Proceeds from the sale of the unit ~~will~~ shall be placed in the appropriate funds. Fleet Management can assist if the unit is not road worthy or cannot be safely driven to Property Accounting. The selling division ~~will~~ shall be responsible for removing accessories, E Pass transponders, trash, license plates (tags), etc. from the unit before transferring it to~~the item is sent to~~ Property Accounting. Fleet Management can assist in removing any specialty items and in the disposal of the license plates (tags).

D. If the surplus vehicle originates from a department classified as an Enterprise or Internal Service fund, the Division Manager ~~will~~ shall contact the Manager of Fleet Management, prior to initiating the transfer, to assist in assigning the vehicle a value to be reimbursed to the Enterprise or Internal Service fund by the division receiving the surplus vehicle. If there is a difference of opinion between the division manager and the Manager of Fleet Management regarding the value of the vehicle, it shall be the responsibility of the Director of the Administrative Services Department to ascertain the value. His/Her decision is final.

E. It is the policy of the Board of County Commissioners that the trading in of vehicles for credit toward the purchase of other equipment and the cannibalization of equipment (removal of parts) constitutes a "disposal of property" under the provisions of Section 274.07, Florida Statutes, and ~~must~~ shall ~~be approved by the~~require Board approval. Requests for such disposal will come through the ~~supervisor of Property Accounting~~Property Control Supervisor. However, the exchange of parts between a vehicle to be sold and a vehicle which is to remain in service ~~will~~ shall be approved by the Manager of Fleet Management. ~~provided that the old part is properly reinstalled on the sale vehicle from which the part was taken. Therefore, the vehicles presented for sale will be complete and not disassembled.~~

F. When vehicles are turned in to the ~~Supervisor of Property Accounting~~Property Control Supervisor for sale, the Manager of the selling division ~~the items came from, will~~ shall provide a written statement concerning the condition of the vehicles. The statement ~~will~~ shall outline any known defects that are not visually obvious. This information ~~will~~ shall be made known to the public when the vehicle is sold.

**FOR MORE INFORMATION CONTACT:** Property Accounting Department; Fleet Management Division, Administrative Services Department

**REFERENCE:** Florida Statutes, Sections 125.35, 125.38, 274.05, 274.06 and 274.07

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# PROPOSED REVISIONS
# 08/23/11

| ORANGE COUNTY ADMINISTRATIVE REGULATIONS | No.: 8.07.05 |
|---|---|
| | Date: 3/08/94 |
| | Approved By: BCC<br>Revised: |
| Title: **VEHICLE TAKE HOME ASSIGNMENT POLICY** | Page 1 of 4 |

## I. POLICY

It is the intent of Orange County Government to provide effective and efficient usage of all County vehicles and, at the same time, provide the most effective and efficient service possible at all times. To facilitate this process, authorized individuals may be granted the use of County vehicles for transportation to and from their place of residence and their work place or in response to problems during other than normal work hours. These Regulations shall apply to all Orange County employees who are authorized to use County vehicles to commute to and from their work site and their place of residence or any portion thereof. Work site is defined as the place where the employee normally starts his/her work day. Only employees falling under the guidelines of this policy ~~will~~ shall be authorized ~~to,~~ or allowed to~~,~~ use a County vehicle for take home purposes. It is the responsibility of each Division Manager and Department Director to ensure compliance with these Regulations.

## II. PROCEDURES

A. Take Home vehicle assignments shall meet one or more of the following criteria:

1. The employee's job duties require or permit daily travel directly from their residence to an assigned job site in lieu of reporting to their official work place first. There must be a clear benefit to the County by way of decreased vehicle mileage and/or cost savings.

2. The employee's job duties require immediate response to emergencies during off-duty hours directly from their residence and these duties cannot be safely or routinely performed without the capabilities of tools or equipment stored on or in the County vehicle. The benefit to the County must be demonstrated through the use of logs that detail specific responses and include information on dates, times, and miles traveled.

3. The employee's job duties require temporary take home vehicle assignments during periods of potential disasters, such as weather-related conditions, and when it is impractical or unsafe for an employee to utilize a

personal vehicle or when vehicles outfitted with specialized equipment or tools are required.

~~A~~B. *Employees Who May Be Authorized:*

- Employees who, in the judgment of ~~the~~ their Department Director, or designee thereof, serve as a part of the minimum staffing required for first response to problems within their area of employment which, if not responded to in a timely manner, could cause serious operational problems, health and/or safety hazards, and/or extensive property damage requiring immediate attention. These employees should carry specialized equipment on their take-home vehicles, such as large or unique tools, permanently installed laptops, and/or other job-related implements that cannot or should not be transported in a personal vehicle.

- Employees who, in the judgment of their Department Director, or designee thereof, would provide the County business-related efficiencies or financial savings by taking their vehicles home rather than first reporting to an assigned work location each day.

- Supervisors who, in the judgment of ~~the~~ their Department Director, or designee thereof, are required to respond, on a frequent basis, to problem areas in support of the "first response team."

~~B~~C. *Employees Who May Not Be Authorized:*

- Employees who are receiving mileage reimbursement or additional salary in lieu of such reimbursement, for the full-time usage of their personal vehicle.

- Positions which have been authorized for this type ~~usage~~ of ~~a~~ County v~~V~~ehicle usage, but who have not met the required minimum average of three (3) after-hours responses per month during the previous year, unless justified, on a case-by-case basis by the Department Director to the County Administrator.

- Employees who are not in possession of a valid Florida operation/commercial license of the type required to legally operate the vehicle to which they are assigned.

- Employees who reside more than ten (10) miles outside of the limits of Orange County, measured by the shortest distance on public roadways.

~~C~~D. The County Administrator or designee, Office of Management and Budget, and Payroll ~~Division~~ Department will be furnished a listing annually from the Division Manager through their Department Director, of all employees/positions to be assigned vehicles for this type usage, the vehicle number, and the justification for each such authorization. This listing will be submitted by all divisions, regardless of amount of usage of "take home" vehicles. Quarterly notification will be made of any permanent changes to this list incurred during the previous quarter.

E. No later than July 31 of each year, employees who take home county vehicles as part of their official duties, whether they do so permanently or on a rotational basis, shall complete the "Take-Home Vehicle Authorization Form". The form shall be signed by the employee and the applicable Department Director and submitted to the Vehicle Requirements Utilization Committee ("VRUC") for review. The VRUC shall either grant approval for continued use of the take-home vehicle or, based on the information provided, rescind approval for the take-home vehicle. Upon approval by the VRUC, the employee shall be deemed authorized to take home the specified County vehicle(s). If the authorization request is denied by the VRUC, it is the responsibility of the Department Director to evaluate the appropriateness of the take- home vehicle and either appeal to the County Administrator or make operational changes as necessary.

~~D~~F. Work order files, production sheets, time sheets, and/or other documentation designated by the Division will be used to ascertain that vehicle usage criteria is satisfied. Records ~~will~~ shall be maintained for three (3) years.

~~E~~G. If an employee authorized for this type of usage of a County vehicle resides outside Orange County, a request for authorization for the vehicle to be taken outside the County must be completed ***prior*** to the vehicle being taken out of the County. This request, in writing, should be made by the affected employee's Division Manager, through the Department Director to the County Administrator's Office. It should include the name and position of the person involved, the address and county to which the vehicle is being taken, and the reason for, and estimated length of time for this usage.

~~F~~H. Employees authorized for take-home use of a non-exempt vehicle will have $3.00 per day added to their gross wages in accordance with the tax law.

I. Take home vehicles must be parked in a driveway or parking lot when not in use. During vacations, holidays, or other periods when an employee will be off duty and away from his/her residence for a period of seven (7) calendar days or more, the employee's assigned take home vehicle should be parked at an Orange County facility designated and approved by the employee's Supervisor.

J. Remote Parked Vehicles are defined as those vehicles that are assigned to specific individuals and, when not in use, are parked at County locations that are not their primary work sites. Remote Parked Vehicles are appropriate when the parking location creates time or money saving efficiencies for the County. This regulation 8.07.05, including all necessary reviews and approvals, shall apply to Remote Parked Vehicles. Employees assigned vehicles that are deemed to be "Remote Parked" shall complete all requirements in Paragraph E as well as submit additional justification that includes a cost-benefit analysis highlighting the benefit to the County for parking the vehicle somewhere other than the primary work site. Components of the cost-benefit analysis may include but are not limited to drive times, parking proximity to work sites, and fuel usage. The employee shall be deemed to have started work upon arrival at the Remote Parked Vehicle location.

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**FOR MORE INFORMATION CONTACT:** Fleet Management Division, Administrative Services Department; Office of Management and Budget

**REFERENCE:** None

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# PROPOSED REVISIONS
# 08/23/11

| ORANGE COUNTY ADMINISTRATIVE REGULATIONS | No.: 8.07.06 |
|---|---|
| | Date: 3/08/94 |
| | Approved By: BCC<br>Revised: |
| Title: **VEHICLE E-PASS** | Page 1 of 3 |

## I. POLICY

It is the intent of Orange County Government to provide the most effective and efficient service possible at all times. To facilitate this process, the County uses Orlando-Orange County Expressway Authority (Expressway Authority) E-Pass transponders for tolls incurred on local expressways. The County is billed monthly by the Expressway Authority. E-Pass transponders shall be assigned to County vehicles and are to be used by authorized operators of those vehicles to charge tolls for on-duty transportation. E-Pass transponders may also be assigned to County employees who are authorized to use their privately owned vehicles for on-duty transportation. Any request for exceptions to this policy must be approved by the County Administrator or designee. Requests must be in writing prior to the incident or, in the case of an emergency, within 24 hours of the incident.

## II. PROCEDURES

A. An employee may be authorized to use a County E-Pass transponder if he/she is authorized to operate a County vehicle to which an E-Pass transponder has been assigned by the Division Manager and approved by the Department Director.

B. An employee may also be authorized to use a County E-Pass transponder if he/she is using a personal vehicle and has been assigned an E-Pass transponder by the Division Manager and approved by the Department Director.

C. The Expressway Authority E-Pass application form used to procure an E-Pass transponder must be completed by the Division Manager and submitted through the Department Director.

D. In order to ensure accountability of E-Pass transponders, Division Managers through their Department Directors, will provide the County Administrator, or designee, an annual listing of all County vehicles and employees to which E-Pass transponders are assigned. The listing should account for all outstanding E-Pass transponders showing each vehicle number for the E-Pass transponder assigned to a vehicle, each employee's name for the E-Pass transponder assigned to an

employee, assigned E-Pass transponder number and justification for approval. The E-Pass transponder listing ~~will~~ shall be submitted by all Divisions using E-Pass transponders. Quarterly notification ~~will~~ shall be made of any permanent changes to this list during the previous quarter~~.~~

E. Division Managers ~~will~~ shall ensure that E-Pass transponders are used only for the purpose and in the manner intended.

F. E-Pass transponders issued to County divisions shall be assigned to specific County vehicles and to other authorized employees for on-duty transportation.

G. When a vehicle is replaced, the E-Pass transponder, if portable, will be re-assigned to the new vehicle and the change ~~will~~ shall be forwarded to the Expressway Authority. The annual listing ~~will~~ shall be updated to reflect the change. When an employee's employment status changes and the employee is no longer eligible to use the E-Pass transponder, the E-Pass transponder, if portable, must be returned to the Division Manager, for re-assignment or cancellation. The annual listing ~~must~~ shall be updated to show the change.

H. Precautionary efforts shall be made to prevent loss or damage to the E-Pass transponder due to improper usage or negligence. E-Pass transponders should remain with assigned vehicles and in possession of employees who are assigned transponders. The E-Pass transponders shall be affixed to the windshields of vehicles below or slightly to the left or right of ~~above~~ the rear view mirror so as not to impede the driver's vision or block the view of drive cameras that might be installed in the vehicle. The operator is responsible for ensuring the E-Pass transponder is operable. When a vehicle is reassigned or replaced, the operator at the time is responsible for removing the E-Pass transponder, if portable, and placing it in the new vehicle.

I. A lost, stolen, damaged, or canceled E-Pass transponder ~~will~~ shall be expeditiously reported to the ~~d~~Division ~~m~~Manager through the employee's chain of command. The ~~d~~Division ~~m~~Manager or his or her designee will then notify the Expressway Authority concerning a lost, stolen, damaged or canceled E-Pass transponder.

~~J. Operators authorized to take County vehicles home and other employees authorized to use E-Pass transponders shall not use E-Pass transponders or be reimbursed for tolls incurred for routine travel to begin and end the normal tour of duty. Such tolls shall be considered out-of-pocket expenditures. It is responsibility of the employee to reimburse the County for tolls incurred during routine travel.~~

~~K~~J. Managers or designees shall review each monthly bill from the Expressway Authority for reasonableness in comparison to the average amount of prior months' bills and their awareness of the relevant level of transportation activities for their divisions. If, in the judgment of the manager, the monthly bill seems unreasonable, the manager shall notify the Expressway Authority in writing.

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**FOR MORE INFORMATION CONTACT:** Office of Management & Budget; Fleet Management Division, Administrative Services Department

**REFERENCE:** None

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# PROPOSED NEW ADMIN REG
# 08/23/11

| ORANGE COUNTY ADMINISTRATIVE REGULATIONS | No.: **NEW** |
|---|---|
| | Date: |
| | Approved By: BCC<br>Revised: |
| Title: **GENERAL VEHICLE USAGE POLICIES** | Page 1 of 2 |

## I. POLICY

It is the intent of Orange County Government to ensure the most efficient and effective use of County vehicles. This is especially important given the need to conserve natural resources such as fossil fuels. Additionally, Orange County seeks to hold its employees to high professional and ethical standards while representing the County. Employees shall take efforts to conserve fuel, reduce wear on County vehicles, and represent Orange County in a positive manner while operating County vehicles.

## II. PROCEDURES

A. While operating County-owned vehicles, employees are prohibited from:

1. Patronizing any business that may disparage Orange County Government.

2. Transporting passengers that are not Orange County employees, unless those passengers are being transported for a qualified business purpose.

3. Driving aggressively, which includes, but is not limited to, tailgating, speeding, weaving in and out of traffic, and hard accelerations.

4. Engaging in non-work-related activities. Note:The daily commute to and from a residence (if authorized) and the use of an assigned County vehicle during normal meal periods are considered official uses.

5. Leaving the engine running in unoccupied/unattended vehicles.

6. Allowing a vehicle engine to idle in an occupied vehicle for more than a period of five (5) minutes. Longer periods of idling may be acceptable in the following situations:

   a. Vehicles that are being serviced.

b. Vehicles that require a running engine in order to operate specialized equipment or accessories such as power lifts.

c. Instances of extreme weather where idling is required to provide a safe environment for the employee.

B. While operating County-owned vehicles, employees shall:

1. Ensure that all excess weight is removed from the vehicle.

2. When practical, park in a manner that allows the vehicle to be pulled out rather than backed out.

3. When possible, carpool with other employees to County events, meetings, and other functions to minimize the number of County vehicles in use, conserve fuel, and reduce vehicle wear.

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**FOR MORE INFORMATION CONTACT:** Fleet Management Division, County Administration

**REFERENCE:** None

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# PROPOSED NEWADMIN REG 08/23/11

| ORANGE COUNTY ADMINISTRATIVE REGULATIONS | No.: **NEW** |
|---|---|
| | Date: |
| | Approved By: BCC<br>Revised: |
| Title: **POOLED VEHICLES** | Page 1 of 2 |

## I. POLICY

It is the policy of the Orange County Board of County Commissioners that, when advantageous to the County, appropriate vehicle pools be established and operated to provide vehicles to County employees on a temporary basis. Pooled vehicles are not assigned to specific individuals and are intended to be used primarily as backup vehicles in the event that an assigned vehicle is out-of-service due to repairs, maintenance, or other legitimate reasons. Pooled vehicles may also be used in instances where it is less efficient to pay employees mileage reimbursement for use of personal vehicles in carrying out County business.

## II. PROCEDURES

A. A centralized pool of vehicles shall be maintained and operated by the Fleet Management division. The centralized pool should, when possible, be comprised of surplus vehicles that are determined to still have a reasonable useful life remaining. The size and makeup of the centralized pool shall be determined by the Manager of Fleet Management taking into consideration past needs and usage statistics. End-users and/or their County Departments shall be charged for the use of these vehicles as appropriate.

B. Departments that rely on the utilization of County-owned vehicles to perform daily activities may find it necessary to establish a spare vehicle pool. The purposes of such a pool should be in accordance with those listed in the policy above. Departments shall make every effort to minimize the number of vehicles in their pools and should, when practical, centralize the administration of those pools at the Department level. Vehicle pools administered at the Division level shall only be permitted when the pooled vehicles are highly specialized and/or intended for a narrow and specific purpose only served by the Division in question. The following govern the process for adding vehicles to the Department pool:

1. No budgets should be established for the purposes of obtaining vehicles intended for use in a pool.

2. Pooled vehicles should be surplus and/or replaced vehicles.

3. Before adding a vehicle to the pool, Departments shall formally indicate their intent to do so by appearing before the Vehicle Requirements Utilization Committee ("VRUC"). The VRUC shall determine the appropriateness of adding vehicles to a Department pool.

The Department Director,or designee thereof, should annually evaluate pooled vehicles to ensure their continued usefulness and efficiency. Pooled vehicles that are used infrequently or become relatively expensive to maintain should be considered for surplus and/or disposal. Pooled vehicles that are driven infrequently but are still in good repair should, when practical, be rotated with primary vehicles to reduce the wear on the primary vehicle and increase the usage and efficiency of the pooled vehicle.

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**FOR MORE INFORMATION CONTACT:** Fleet Management Division, Office of Management and Budget

**REFERENCE:** None

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ORANGE COUNTY GOVERNMENT
FLORIDA

AGENDA DEVELOI
201 South Rosalind Avenue ▪
407-836-5426 ▪ FAX 407-836-

la 32802-1393



September 12, 2011

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

FROM: Cheryl J. Gillespie, Supervisor
Agenda Development Office

SUBJECT: Filing of Minutes for the Official County Record
**CONSENT AGENDA ITEM SEPTEMBER 20, 2011**

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

Affordable Housing Advisory Board on May 11, 2011
Animal Services Advisory Board on July 19, 2011
Arts and Cultural Affairs Advisory Council on June 23, 2011
Arts and Cultural Affairs Advisory Council Funding and Standards Committee on June 23, 2011
Arts and Cultural Affairs Advisory Council Public Art Review Board on July 8, 2011
Butler Chain of Lakes Advisory Board on July 18, 2011
Civic Facilities Authority on May 11, 2011
Code Enforcement Board on July 20, 2011
Community Development Advisory Board on May 18, 2011
Deferred Compensation Advisory Committee on May 17, 2011
Development Review Committee on July 13, 2011, August 10, 2011, and August 24, 2011
Emergency Medical Services Advisory Council on July 27, 2011
Emergency Medical Services Advisory Council AED Council Committee on April 18, 2011
Emergency Medical Services Advisory Council EMD Communications Committee on May 18, 2011
Emergency Medical Services Advisory Council EMS Operations Committee on August 3, 2011
Emergency Medical Services Advisory Council Medical Control Committee on August 3, 2011
Lake Conway Water and Navigation Control District Advisory Board on July 12, 2011
Lake Holden Advisory Board on July 20, 2011
Lake Jessamine Water Advisory Board on July 21, 2011
Orange County Arts Education Center on August 9, 2011
Orange County Research and Development Authority on August 11, 2011
Parks and Recreation Advisory Board on May 12, 2011, June 9, 2011, and July 14, 2011
Roadway Agreement Committee on July 6, 2011 and July 20, 2011
Special Magistrate on August 1, 2011

Student/Pedestrian Safety Committee on July 21, 2011

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.**

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorand

September 12, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Bradley Campbell, Senior Contract Administrator, Facilities Management Division

PHONE: 407-836-6539

SUBJECT: Award of Invitation for Bids Y11-1097-PD, Interior Painting Services

RECOMMENDATION:

Approval to award Invitation for Bids Y11-1097-PD, Interior Painting Services, to the low responsive and responsible bidder, Picasso Painting, Inc., for a 1-year term contract in the estimated contract amount of $327,900. Further request authorization to renew the contract by the Purchasing and Contracts Division for an additional two years. The final contract amount may be less than or greater than the award amount based on the final rate of usage. Facilities Management and the Business Development Divisions concur with this recommendation.

PURPOSE:

This contract will provide labor and material on an as-needed basis for interior painting services.

DISCUSSION:

Ten bids were received in response to this Invitation for Bids. The bids were evaluated for price, responsiveness and responsibility. Award is recommended to the low responsive and responsible bidder, Picasso Painting, Inc. The bid is considered to be reasonable based on the current contract pricing. The bids submitted by J. Pons Painting and Majestic Premier were determined to be non-responsive for failure to meet the minimum solicitation requirement of five years in business. A bid tabulation is attached.

Bid tabulation follows:

| **Bidder** | **Total Estimated Annual Bid** |
|---|---|
| Picasso Painting, Inc. | $327,900.00 |
| Aqua Engineering | $394,440.00 |
| Sun Surfaces | $445,765.00 |
| Fletcher Painting | $523,792.50 |
| Exterior Walls | $526,612.50 |
| Vafer Construction | $541,868.00 |
| MJE Maintenance | $587,452.50 |
| Mel Hays Painting | $802,530.00 |
| J Pons Painting | Non-Responsive |
| Majestic Premier | Non-Responsive |

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

August 11, 2011

TO: Perry Davis, Senior Purchasing Agent
Purchasing & Contracts Division

FROM: Kesi Warren, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: IFB-Y11-1097-PD, Interior Painting Services**

The Business Development Division evaluated 10 bids submitted for this project and found that the 4 Orange County Certified Minority Women Business Enterprise bidders were not within 7% of the low bid for bid awards of $100,000 to $500,000. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Errick Young, Manager, Business Development Division

# BID COMPARISON

## Y11-1097-PD, Interior Painting Services

| Rank | Bidder | Bid Amount | $ Over Low Bid | % Difference From Low Bid (7%) | $ Over 2nd Low Bid | % Difference From 2nd Low Bid |
|---|---|---|---|---|---|---|
| Low Bid | Picasso Painting, Inc. | $313,500.00 | | | | |
| 2nd Low | Aqua Engineering & Equipment, Inc. | $395,790.00 | $82,290 | 26.25% | | |
| 3rd Low | Sun Surfaces of Orlando | $445,764.50 | $132,265 | 42.19% | $49,975 | 12.63% |
| 4th Low | Fletcher Painting, Inc. (AFAM) | $523,792.50 | $210,293 | 67.08% | $128,003 | 32.34% |
| 5th Low | Exterior Walls, Inc. (HM) | $526,612.50 | $213,113 | 67.98% | $130,823 | 33.05% |
| 6th Low | Vafer Construction, LLC | $541,868.00 | $228,368 | 72.84% | $146,078 | 36.91% |
| 7th Low | M.J.E. Maintenance Services, Inc. (HM) | $587,452.50 | $273,953 | 87.39% | $191,663 | 48.43% |
| 8th Low | Mel Hayes Painting | $1,053,126.00 | $739,626 | 235.93% | $657,336 | 166.08% |

J. Pons Painting, Inc.*
Majestic Premier Construction, Inc. (HM)*

* Firms were non-responsive

Revised 8/30/11

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number #Y11-1098-PD

## RELATIONSHIP DISCLOSURE FORM

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Purchasing and Contracts Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is to be considered by the appropriate board or body.

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder: Picasso Painting

Business Address (Street/P.O. Box, City and Zip Code): 12279 Bohannon Blvd
Orlando FL 32824

Business Phone: ( )_____

Facsimile: ( )_____

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

_____

Business Address (Street/P.O. Box, City and Zip Code): _____

_____

Business Phone: ( )_____

Facsimile: ( )_____

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number #Y11-1097-PD

**Part II**

**IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

____ YES xx NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?**

____ YES xx NO

**IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

____ YES xx NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

_____

_____

_____

(Use additional sheets of paper if necessary)

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number #Y11-1097-PD

## Part III
## ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Hristos Tsironis — Signature of Bidder/Proposer

7/26/2011 — Date

Print Name and Title of Person completing this form: HRISTOS TSIRONIS PRESIDENT

STATE OF FLORIDA :
COUNTY OF ORANGE :

I certify that the foregoing instrument was acknowledged before me this 26th day of JULY, 2011 by HRISTOS TSIRONIS. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 26th day of JULY, in the year 2011.

Notary Public State of Florida
Beverly Ardett
My Commission DD766568
Expires 03/10/2012
(Notary Seal)

Beverly Ardett
Signature of Notary Public
Notary Public for the State of FLORIDA
My Commission Expires:
3/10/2012

Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____
Project Name (as filed) _____
Case or Bid No. Y11-1097-PD

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form:** _____
**This is a Subsequent Form:** _____

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
PICASSO PAINTING 12279 BOHANNON BLVD., ORLANDO FL 32824

Name and Address of Principal's Authorized Agent, if applicable: _____
NONE

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: NOT APPLICABLE
   Are they registered Lobbyist? Yes __ or No___
2. Name and address of individual or business entity: NOT APPLICABLE
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: NOT APPLICABLE
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: NOT APPLICABLE
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: NOT APPLICABLE
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: NOT APPLICABLE
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: NOT APPLICABLE
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: NOT APPLICABLE
   Are they registered Lobbyist? Yes __ or No___

*For Staff Use Only:*
Initially submitted on_____
Updated On _____
Project Name (as filed) _____
Case or Bid No. Y11-1097-PD

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| N O T | A P P L I C A B L E | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL EXPENDED THIS REPORT | $ |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____
Project Name (as filed) _____
Case or Bid No. Y11-1097-PD

Part III
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the range County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

7/26 2011
Date

Hristos Tsironis
Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
*(check appropriate box)*

PRINT NAME AND TITLE:

_____

STATE OF FLORIDA :
COUNTY OF ORANGE :

I certify that the foregoing instrument was acknowledged before me this 26th day of JULY, 2011 by HRISTOS TSIRONIS. He/she is personally known to me or has produced PERSONALLY KNOWN as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 26th day of JULY, in the year 2011.

Notary Public State of Florida
Beverly Arnett
My Commission DD766568
Expires 03/10/2012

Beverly Arnett
Signature of Notary Public
Notary Public for the State of FLORIDA
My Commission Expires: 3-10-2012

Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

S:\dcrosby\ ethics pkg – final forms and ords\2010 workgroup\specific project expenditure form 3-1-11

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memora

August 25, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Tonony Richardson, Manager, Purchasing and Contracts Division

CONTACT: Robert J. Dudas, Distribution Section Manager, Water Division
PHONE: 407-836-6835

SUBJECT: Award of Invitation for Bids Y11-1126-DG
Meter Boxes

RECOMMENDATION:

Approval to award Invitation for Bids Y11-1126-DG, Meter Boxes, to the low responsive and responsible bidder, Grandview Pipe & Supply Company, Inc. in the estimated contract award amount of $1,797,663.60 for a 1-year term contract. Further request authority for the Purchasing and Contracts Division to renew the contract for two additional years. The Business Development Division and the Water Division concur with this recommendation and anticipate the entire estimated contract amount will be ordered.

PURPOSE

To provide meter boxes on an as needed basis to support the delivery of residential water services.

DISCUSSION

Six bids were received in response to the solicitation. The bids were evaluated for price, responsiveness and responsibility. In accordance with the MWBE bid preference provision in the solicitation, Grandview Pipe & Supply Company, Inc. is recommended for award based on the fact that their bid is within 5% of the low bidder.

The bid tabulation follows.

| | |
|---|---|
| Hayes Pipe Supply | $1,766,687.20 |
| Ferguson Waterworks | $1,776,444.70 |
| Grandview Pipe & Supply Company, Inc. | $1,797,663.60 |
| HD Supply Waterworks, Ltd. | $1,828,202.50 |
| Armocast Products Company | $1,874,855.00 |
| MSC Waterworks Company, Inc. | $1,893,821.40 |

ORANGE COUNTY GOVERNMENT

**Interoffice Memorandum**

## BUSINESS DEVELOPMENT DIVISION

August 22, 2011

TO: Dorothy Gordon, Senior Purchasing Agent
Purchasing & Contracts Division

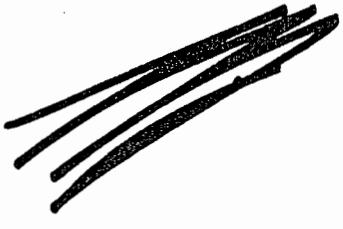
FROM: Kesi Warren, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: IFB-Y11-1126-DG, Meter Boxes (Revised)**

The Business Development Division evaluated the 6 bids submitted for this project and found that this contract may be awarded to **Grandview Pipe & Supply Co.,** a Certified Minority/Women Business Enterprise bidder. The Orange County certified firm did not exceed the low bid by more than 5% on contract awards from $750,000 to $2,000,000, in accordance with the County's M/WBE Ordinance, Section 17-324.

c: Errick Young, Business Development Division



## BID COMPARISON

### Y11-1126-DG, Meter Boxes

| Rank | Bidder | Bid Amount | $ Over Low Bid | % Difference From Low Bid (5%) | $ Over 2nd Low Bid | % Difference From 2nd Low Bid |
|---|---|---|---|---|---|---|
| Low Bid | Hayes Pipe Supply, Inc | $1,766,687.20 | | | | |
| 2nd Low | Ferguson Waterworks | $1,776,444.70 | $9,758 | 0.55% | | |
| 3rd Low | Grandview Pipe & Supply Co. (WF) | $1,797,663.60 | $30,976 | 1.75% | $21,219 | 1.19% |
| 4th Low | HD Supply Waterworks, LTD. | $1,828,202.50 | $61,515 | 3.48% | $51,758 | 2.91% |
| 5th Low | Armorcast Products Company | $1,874,855.00 | $108,168 | 6.12% | $98,410 | 5.54% |
| 6th Low | MSC Waterworks | $1,893,943.40 | $127,256 | 7.20% | $117,499 | 6.61% |

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number #Y11-1126-DG

## RELATIONSHIP DISCLOSURE FORM

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Purchasing and Contracts Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is to be considered by the appropriate board or body.

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder: GRANDVIEW PIPE & SUPPLY CO INC

Business Address (Street/P.O. Box, City and Zip Code): 2601 W. LAKE MARY BLVD. SUITE LAKE MARY, FLA 32746

Business Phone: (407) 322-3424

Facsimile: (407) 322-3426

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:
MICHAEL ORNDORF

Business Address (Street/P.O. Box, City and Zip Code): 2601 W. LAKE MARY BLVD. SUITE LAKE MARY, FLA 32746

Business Phone: (407) 322-3424

Facsimile: (407) 322-3426

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number #Y11-1126-DG

**Part II**

**IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

____ YES ___X___ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?**

____ YES ___X___ NO

**IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

____ YES ___X___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

_____

_____

_____

(Use additional sheets of paper if necessary)

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number #Y11-1126-DG

## Part III
## ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder/Proposer

8-11-11
Date

Print Name and Title of Person completing this form: Michael Orthodox Sales Manager

STATE OF Florida :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 11 day of August, 20 11 by Michael Orthodox. He/she is personally known to me or has produced FL Drivers license as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 11 day of August, in the year 2011.

(Notary Seal)
SHARON R. O'NEIL
Notary Public - State of Florida
My Comm. Expires Apr 27, 2014
Commission # DD 986489

Sharon R. O'Neil
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires:
April 27th, 2014

Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____
Project Name (as filed) _____
Case or Bid No. Y11-1126-DG

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form:** _____
**This is a Subsequent Form:** _____

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
GRANDVIEW P.P.E. SPRZ Co. WC
- 2601 W. LAKE MARY BLVD. LAKE MARY, FLA 32746

Name and Address of Principal's Authorized Agent, if applicable: _____

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: N/A
   Are they registered Lobbyist? Yes __ or No___
2. Name and address of individual or business entity: - 0 -
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____
Project Name (as filed) _____
Case or Bid No. Y11-1126-DG

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| | | | |
| N/A | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | **TOTAL EXPENDED THIS REPORT** | $ |

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____
Project Name (as filed) _____
Case or Bid No. Y11-1126-DG

Part III
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the range County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

8-11-11
Date

Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
*(check appropriate box)*

PRINT NAME AND TITLE:

Michael Orthodox Sales Manager

STATE OF Florida :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 11 day of August, 2011 by Michael Orthodox. He/she is personally known to me or has produced Florida Drivers License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 11 day of August, in the year 2011.

Sharon R. O'Neil
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: April 27, 2014

(Notary Seal)

SHARON R. O'NEIL
Notary Public - State of Florida
My Comm. Expires Apr 27, 2014
Commission # DD 986489

Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

S:\dcrosby\ ethics pkg – final forms and ords\2010 workgroup\specific project expenditure form 3-1-11

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memoran

August 26, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Anthony M. Richardson, Manager, Purchasing & Contracts Division

CONTACT: Ruby Rozier, Manager, Traffic Engineering Division
PHONE: (407) 836-7891

SUBJECT: Award of Invitation for Bids Y11-1128-CH
Traffic Calming Program

## RECOMMENDATION

Approval to award Invitation for Bids Y11-1128-CH, Traffic Calming Program, to the low responsive and responsible bidder, Stage Door II, Inc., in the estimated contract amount of $1,235,100 for a 1-year term contract. Further request authorization for the Purchasing and Contracts Division to exercise option years one and two for the contract, and a six month extension if necessary for the solicitation and award of a new contract. Sufficient funds are available in account numbers 1004-072-2729-6311 and 1004-072-2990-3197. The Traffic Engineering Division and the Business Development Division concur with this recommendation.

## PURPOSE

This contract provides for all labor, materials, equipment and incidentals, including mobilization and maintenance of traffic, for the construction of concrete curbs, traffic calming islands, speed humps, speed tables, colored concrete, and landscaping material. All products used for the patterning and texturing pavement shall be listed on Florida Department of Transportation's Qualified Product List. All work under this contract will be on an as-needed basis at various locations throughout Orange County.

## DISCUSSION

To enhance competition, the qualification requirements were relaxed to allow the contractor or subcontractor to demonstrate the ability to perform the work. However, only two bids were received. The low bidder, Stage Door II, Inc. failed to achieve the M/WBE goal with 0% participation but did provide good faith effort documentation. The next low bidder, Conpilog International Company, failed to achieve the M/WBE goal with 19% participation but did provide good faith effort documentation. The engineer's estimate for the basic year is $1,135,600 and $3,690,675 for the three year period. The total bid amount for all three years is consistent with the engineer's estimate.

Queries to potential bidders who failed to compete resulted in the following findings:

- **Middlesex Corporation.** (Orlando, FL). Bidder did not attend Pre-Bid Conference and was not listed on Plan Holders List. Bidder confirmed they are not interested in acting as a prime for work that only minimally involved their own workforce.
- **Schuller Contractors, Inc.** (Orlando, FL). Bidder did not attend Pre-Bid Conference and was not listed on Plan Holders List. The bidder indicated their overhead is too high and participation in this solicitation was not profitable for the company.
- **Hubbard Construction Company, Inc.** (Winter Park, FL). Bidder did not attend Pre-Bid Conference and was not listed on Plan Holders List. Bidder previously confirmed they would have to subcontract most of the work which would not be profitable for their company.
- **Gibbs & Register, Inc.** (Winter Garden, FL). Bidder did not attend Pre-Bid Conference but was listed on Plan Holder's List. Bidder indicated they are only interested in project specific contracts and not term contracts requiring ongoing mobilization and demobilization.

References provided by Stage Door II, Inc., were verified and the bidder has been determined to be responsible. Therefore, award is recommended to Stage Door II, Inc.

| Bids Received | | Bid Price |
|---|---|---|
| Stage Door II, Inc. | Basic Year: | $1,235,100.00 |
| | Option Year 1: | $1,235,000.00 |
| | Option Year 2: | $1,235,000.00 |
| | Total Bid: | **$3,705,100.00** |
| Conpilog International Company | Base Year: | $1,873,347.50 |
| | Option Year 1: | $1,873,247.50 |
| | Option Year 2: | $1,873,247.50 |
| | Total Bid: | $5,619,842.50 |

ORANGE COUNTY GOVERNMENT

**Interoffice Memorandum**

## BUSINESS DEVELOPMENT DIVISION

August 12, 2011

TO: Carol A. Hewitt, Senior Contract Administrator
Purchasing & Contracts Division

FROM: Kesi Warren, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: Y11-1128-CH, Term Contract for Traffic Calming Program**

The Business Development Division evaluated the 2 lowest bids of the 2 bids submitted for this project and found that the apparent low bidder Stage Door II, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and provided good faith effort documentation.

The second low bid submitted by Conpilog International Company did not meet the Orange County MWBE participation goal of 25%. They reported 19% MWBE participation in their bid and provided good faith effort documentation.

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

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

c: contract file

## BID COMPARISON

## IFB-Y11-1128-CH, Term Contract for Traffic Calming Program

| Rank | Bidder | Bid Amount | M/WBE $'s in Bid | % M/WBE (Goal 25%) | GFE | $ Over Low Bid | % Difference From Low Bid (4%) | $ Over 2nd Low Bid | % Difference From 2nd Low Bid | EEO M / W |
|---|---|---|---|---|---|---|---|---|---|---|
| Low Bid | Stage Door II, Inc. | $3,705,100.00 | $0 | 0% | Yes | | | | | 0% |
| 2nd Low | Conpilog International Company (HM) | $5,619,842.50 | $1,076,472 | 19% | Yes | $1,914,743 | 51.68% | | | 100%/0 |

*For Staff Use Only:*

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

Initially submitted on_____

Updated On _____

TRAFFIC CALMING PROGRAM

Case or Bid No. **Y11-1128 -CH**

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form: _____**
**This is a Subsequent Form: _____**

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):
STAGE DOOR II INC 3208 OVERLAND RD APOPKA, FL 32703

Name and Address of Principal's Authorized Agent, if applicable: _____

_____

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: NONE
   Are they registered Lobbyist? Yes __ or No___
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

*For Staff Use Only:*

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

Initially submitted on _____
Updated On _____

**TRAFFIC CALMING PROGRAM**
Case or Bid No. **Y11-1128 -CH**

**Company Name:** STAGE DOOR II INC

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| | N/A | | |
| | | | |
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| | | | |
| | | **TOTAL EXPENDED THIS REPORT** | $ ϕ |

*For Staff Use Only:*

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

Initially submitted on_____
Updated On _____

**TRAFFIC CALMING PROGRAM**
Case or Bid No. **Y11-1128 -CH**

**Company Name:** STAGE DOOR II INC

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 8-4-11

Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
*(check appropriate box)*
**PRINT NAME AND TITLE:** Peter V. Piacenti

STATE OF Florida
COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 4 day of August, 2011 by Peter V. Piacenti. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 4 day of Aug, 2011.

DEBORAH FAN LACEY
MY COMMISSION # EE048206
EXPIRES December 12, 2014
(407) 398-0153 FloridaNotaryService.com
(Notary Seal)

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: _____

Staff Signature and Statement of Receipt of Form
Staff Review as to form and does not attest to the accuracy or validity of the material provided therein

*For Staff Use Only:*

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

Date Submitted _____
Date Updated _____
Bid Number **Y11-1128 -CH**

## RELATIONSHIP DISCLOSURE FORM
## FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: STAGE DOOR II INC

Business Address (Street/P.O. Box, City and Zip Code): 3208 Overland RD Apopka, FL 32703

Business Phone (407) 578-2918

Facsimile (407) 578-2921

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent: N/A

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone ( ) _____

Facsimile ( ) _____

*For Staff Use Only:*

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

Date Submitted _____
Date Updated _____
Bid Number **Y11-1128 -CH**

**Company Name:** STAGE DOOR II INC

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** _✓_ **NO**

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

___ **YES** _✓_ **NO**

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF *THE MAYOR OR ANY MEMBER OF THE BCC?***

___ **YES** _✓_ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

_____

_____

_____

(Use additional sheets of paper if necessary)

**ATTACHMENT G**
**PAGE 2 OF 3**

*For Staff Use Only:*

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

Date Submitted _____
Date Updated _____
Bid Number **Y11-1128 -CH**

**Company Name:** STAGE DOOR II INC

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Peter V. Piacenti
Signature of Applicant

Date: 8-4-11

Print Name and Title of Person completing this form: Peter V. Piacenti President

STATE OF Florida
COUNTY OF Orange:

I certify that the foregoing instrument was acknowledged before me this 4 day of August, 20 11 by Peter V. Piacenti. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 4 day of August, in the year 201.

DEBORAH JEAN LACEY
MY COMMISSION # EE048206
EXPIRES December 12, 2014
(407) 398-0153 FloridaNotaryService.com
(Notary Seal)

Deborah Jean Lacey
Signature of Notary Public
Notary Public for the State of
My Commission Expires:

[redacted]

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memoran

August 26, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Robert Murphy, Senior Engineer, Water Reclamation Division
407-254-9692

SUBJECT: Award of Invitation for Bids Y11-628-JS, General Electric MDS SD Radios

RECOMMENDATION:

Approval to award Invitation for Bids Y11-628-JS, General Electric MDS SD Radios, to the sole responsive and responsible bidder, Blackburn Controls, Inc. d/b/a BCI Technologies in the total contract award amount of $104,350 for the purchase of 100 radios. Funds are available in account number 4420 038 1416 6310. The Water Reclamation Division and the Business Development Division concur with this recommendation.

PURPOSE:

The General Electric MDS SD radios will replace existing analog radios that do not meet the requirements of public safety communications and new FCC regulations.

DISCUSSION:

A single bid was received in response to Invitation for Bids Y11-628-JS, and was evaluated for responsiveness, responsibility and price. The sole bidder, Blackburn Controls, Inc. d/b/a BCI Technologies is the only authorized full service provider for South and Central Florida for GE MDS, LLC the manufacturer of the radios specified. Consequently, any other potential bidders would have to acquire radios through Blackburn Controls, Inc. d/b/a BCI Technologies. Since Blackburn Controls, Inc. d/b/a BCI Technologies intended to submit a bid for this requirement, other potential bidders were aware that they would not be able to offer the radios to the County at a competitive price. See attached letter from manufacturer. Available on-line retail pricing of a complete radio as specified is $1,450 each as compared to the price bid by Blackburn Controls, Inc. d/b/a BCI Technologies of $1,043.50.

The County owns ten General Electric MDS base radios that communicate with an existing inventory of approximately 300 portable radios. The radios being purchased through this solicitation are additional portable radios and will also interface with the existing base radios.

Blackburn Controls, Inc. d/b/a BCI Technologies meets all specifications and requirements of the solicitation. Therefore, recommendation for award is made to Blackburn Controls, Inc. d/b/a BCI Technologies

Thomas Dancy
Regional Sales Manager
GE Communications

36 Lighthouse lane
Hartwell, GA 30643

C 706.319.1474
F 706-377-3937
Thomas.dancy@ge.com

July 19, 2011

Reference Orange County, FL – GE MDS Wireless Data Products

To Whom It May Concern:

GE MDS LLC is the only manufacturer of the GE MDS LLC line of Industrial Wireless Communications equipment. These products include, but are not limited to: MDS 9790/4790, MDS 9710/4710, MDS 2710, MDS 1710, MDS 9810, TransNET 900, entraNET 900, iNET, INET-II, MDS LEDR, MDS Intrepid, MDS Intrepid HC, MDS Net I/O, and SD series radios.

As a manufacturer, we have established a sales channel to support our end users specific needs. We always recommend that you choose a supplier based on their knowledge of our products. GE Communications has selected companies that are assigned geographical areas of representation. Our greatest level of certification is with these providers, referred to as Full Service Provider or FSP. We require these companies to be fully trained on our products with certification training each year. The FSPs have a staff dedicated to the design, recommend and provisioning of GE MDS LLC products. GE Communications recommends the use of the FSPs expertise when deploying wireless communication equipment to help assure project success.

Blackburn Controls Incorporated (BCI) is our only authorized Full Service Provider for South and Central Florida. Their main office is located at 316 North John Young Parkway, Suite 4, Kissimmee, Florida 34741.

If there are any questions, concerns, or you need further assistance please do not hesitate to contact me at your convenience.

Sincerely,

Thomas P. Dancy
Regional Sales Manager, GE Communications

ORANGE COUNTY GOVERNMENT

**Interoffice Memorandum**

**BUSINESS DEVELOPMENT DIVISION**

July 28, 2011

TO: Jim Schell, Senior Purchasing Agent
Purchasing & Contracts Division

FROM: Kesi Warren, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: IFB-Y11-628-JS, General Electric MDS SD Radios**

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

c: Errick Young, Manager, Business Development Division

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number #Y11-628-JS

## RELATIONSHIP DISCLOSURE FORM

## FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Purchasing and Contracts Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is to be considered by the appropriate board or body.

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder: Blackburn Controls, Inc. dba BCI Technologies

Business Address (Street/P.O. Box, City and Zip Code): 316 N. John Young Parkway Suite #6, Kissimmee, FL 34741

Business Phone: ( 407 ) 847-8848

Facsimile: ( 407 ) 847-8824

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

MIKE TAYLOR

Business Address (Street/P.O. Box, City and Zip Code): 316 N. JOHN YOUNG PKWY SUITE 6 KISSIMMEE 34741

Business Phone: (863) 873-0474

Facsimile: (407) 847-8824

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number #Y11-628-JS

**Part II**

**IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

**____ YES __X__ NO**

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?**

**____ YES __X__ NO**

**IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

**____ YES __X__ NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

_____

_____

_____

(Use additional sheets of paper if necessary)

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number #Y11-628-JS

## Part III
## ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

John G. Blackburn — 7/26/2011
Signature of Bidder/Proposer — Date

Print Name and Title of Person completing this form: _____

STATE OF Florida :
COUNTY OF Osceola :

I certify that the foregoing instrument was acknowledged before me this 26 day of July, 2011 by John G. Blackburn. He/she is personally known to me or has produced FL Drivers License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 26 day of July, in the year 2011.

TAMMY M. RIVERA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD995180
Expires 5/24/2014

Tammy M Rivera
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 5/24/14

Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____
Project Name (as filed) _____
Case or Bid No. Y11-628-JS

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the Initial Form:** X
**This is a Subsequent Form:** _____

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
~~[redacted]~~ BLACKBURN CONTROLS, INC. dba BCI TECHNOLOGIES

Name and Address of Principal's Authorized Agent, if applicable: ~~[redacted]~~ MIKE TAYLOR
316 N. JOHN YOUNG PKWY #6 KISSIMMEE FL 34741

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: MIKE TAYLOR
   Are they registered Lobbyist? Yes __ or No X
2. Name and address of individual or business entity: GIL ISAIAH
   Are they registered Lobbyist? Yes __ or No X
3. Name and address of individual or business entity: JOHN G. BLACKBURN
   Are they registered Lobbyist? Yes __ or No X
4. Name and address of individual or business entity: PHIL YANCEY
   Are they registered Lobbyist? Yes __ or No X
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____
Project Name (as filed) _____
Case or Bid No. Y11-628-JS

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| N/A | | | |
| N/A | | | |
| N/A | | | |
| N/A | | | |
| N/A | | | |
| N/A | | | |
| N/A | | | |
| N/A | | | |
| N/A | | | |
| N/A | | | |
| | | **TOTAL EXPENDED THIS REPORT** | $ Ø |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____
Project Name (as filed) _____
Case or Bid No. Y11-628-JS

Part III
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the range County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

7/25/2011
Date

John G. Blackburn
Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
*(check appropriate box)*

PRINT NAME AND TITLE:

JOHN G. BLACKBURN
PRESIDENT

STATE OF _____:
COUNTY OF _____:

I certify that the foregoing instrument was acknowledged before me this 26 day of July, 20 11 by John G. Blackburn. He/she is personally known to me or has produced FL Drivers License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 26 day of July, in the year 2011.

Tammy M. Rivera
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 5/24/14

TAMMY M. RIVERA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD995180
Expires 5/24/2014

Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

S:\dcrosby\ ethics pkg – final forms and ords\2010 workgroup\specific project expenditure form 3-1-11

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memoran

August 22, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

CONTACT: Jason D. Herrick, Manager, Utilities Engineering Division
407-254-9700

SUBJECT: Award of Invitation for Bids Y11-760 PH, West Southwood Subdivision Gravity Sewer Rehabilitation and Water System Improvements

## RECOMMENDATION

Approval to award Invitation for Bids Y11-760 PH, West Southwood Subdivision Gravity Sewer Rehabilitation and Water System Improvements, to the low responsive and responsible bidder, Pospiech Contracting, Inc., for a total estimated contract award amount of $2,349,902.06. Funding is available in account number 4420-038-1427-6340. The Utilities Engineering Division and the Business Development Division concur with this recommendation.

## PURPOSE

The major components of the project are as follows:

a. Construction of 3110 linear feet of 8, 12, and 18-inch gravity sewer main with 44 sewer laterals, and 47 manholes.
b. Relining of 5,529 linear feet of existing 8 and 12-inch gravity sewer main, 115 sewer laterals and 22 Manholes.
c. Construction of 5,765 linear feet of 6-inch potable water main and 133 water services.

This project is located in south Orange County.

## DISCUSSION

None of the bidders met the M/WBE participation goal of 25%. Pospiech Contracting, Inc. achieved 4.83% M/WBE participation. Pospiech Contracting, Inc. has a satisfactory record of performance on similar projects and is determined to be responsible. Therefore, award is recommended Pospiech Contracting, Inc.

Base Bid:

| | |
|---|---|
| Pospiech Contracting, Inc. | $2,349,902.06 |
| Maxwell Contracting, Inc. | $2,655,929.00 |

ORANGE COUNTY GOVERNMENT

**Interoffice Memorandum**

## BUSINESS DEVELOPMENT DIVISION

June 22, 2011

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

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: *Business Development Division Bid Evaluation*

**PROJECT: Y11-760-PH / West Southwood Subdivision Gravity Sewer Rehabilitation and Water System Improvements**

The Business Development Division evaluated the 2 bids submitted for this project and found that the apparent low bidder Pospiech Contracting, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 4.83% MWBE participation in their bid and provided insufficient good faith effort documentation. Please note the following certified MWBE participation:

| | | |
|---|---|---|
| Wbe-wf | John B Webb & Associates, Inc. | $26,600.00 |
| Wbe-wf | Grandview Pipe & Supply Co. | $80,000.00 |
| Wbe-wf | KMG Fence LLC | $7,000.00 |
| **Total MWBE Participation** | | **$113,600.00 (4.83%)** |

The second low bid submitted by Maxwell Contracting, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 7.53% MWBE participation in their bid and did not provide good faith effort documentation.

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

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

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

c: Errick Young, Manager, Business Development Division



# BID COMPARISON

## IFB-Y11-760-PH / West Southwood Subdivision Gravity Sewer Rehabilitation and Water System Improvements

| Rank | Bidder | Bid Amount | M/WBE $'s In Bid | % M/WBE (Goal 25%) | GFE | $ Over Low Bid | % Difference From Low Bid (4%) | $ Over 2nd Low Bid | % Difference From 2nd Low Bid | EEO % M / W |
|---|---|---|---|---|---|---|---|---|---|---|
| Low Bid | Pospiech Contracting, Inc. | $2,349,902.06 | $113,600.00 | 4.83% | insf | | | | | 39 / 8 |
| 2nd Low | Maxwell Contracting, Inc. | $2,655,929.00 | $200,000.00 | 7.53% | none | $306,026.94 | 13.02% | | | 13 / 13 |

not applicable to

Peapiech Contracting, Inc.
201 S. Apopka Ave.
Inverness, FL 34452

*For Staff Use Only:*

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

Initially submitted on_____

Updated On _____

**WEST SOUTHWOOD SUBDIVISION GRAVITY SEWER REHABILITATION AND WATER SYSTEM IMPROVEMENTS**

Case or Bid No. **Y11-760 -PH**

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form: _____**
**This is a Subsequent Form: _____**

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

_____

Name and Address of Principal's Authorized Agent, if applicable: _____

_____

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

not applicable to:

Prospiech Contracting, Inc.
201 S. Apopka Ave.
Inverness, FL 34452

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____

**WEST SOUTHWOOD SUBDIVISION GRAVITY SEWER REHABILITATION AND WATER SYSTEM IMPROVEMENTS**

Case or Bid No. **Y11-760 -PH**

**Company Name:** Prospiech Contracting Inc.

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL EXPENDED THIS REPORT | $ |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____

**WEST SOUTHWOOD SUBDIVISION GRAVITY SEWER REHABILITATION AND WATER SYSTEM IMPROVEMENTS**

Case or Bid No. **Y11-760 -PH**

**Company Name:** Pospiech Contracting Inc.

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 6-20-11

_____
Signature of ☒ Principal or ☐ Principal's Authorized Agent
*(check appropriate box)*
**PRINT NAME AND TITLE:** Bill Bamon V.P.

STATE OF Florida :
COUNTY OF Citrus :

I certify that the foregoing instrument was acknowledged before me this 20 day of June, 2011 by Bill Bamon. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 20 day of June, in the year 2011

(Notary Seal) Notary Public State of Florida Della M Knecht My Commission EE024955 Expires 09/09/2014

_____
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: _____

**ATTACHMENT F**
**Page 3 of 3**

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-760 -PH**

**RELATIONSHIP DISCLOSURE FORM**
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: Pospiech Contracting, Inc.

Business Address (Street/P.O. Box, City and Zip Code):

201 S. Apopka Ave., Inverness, FL. 34452

Business Phone (352) 726-3940

Facsimile (352) 726-5250

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent: Bill Barron

Business Address (Street/P.O. Box, City and Zip Code):

201 S. Apopka Ave., Inverness, FL. 34452

Business Phone (352) 726-3940

Facsimile (352) 726-5250

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-760 -PH**

**Company Name:** Pospiech Contracting Inc.

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** ✓ **NO**

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

___ **YES** ✓ **NO**

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** ✓ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

_____

_____

_____

(Use additional sheets of paper if necessary)

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-760 -PH**

**Company Name:** Pospiech Contracting Inc.

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Applicant

Date: 6-20-11

Print Name and Title of Person completing this form: Bill Barron, V.P.

STATE OF Florida :
COUNTY OF Citrus :

I certify that the foregoing instrument was acknowledged before me this 20 day of June, 20 11 by Bill Barron. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 20 day of June, in the year 2011.

(Notary Seal)
Notary Public State of Florida
Della M Kriecht
My Commission EE024955
Expires 09/09/2014

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: _____

[redacted]

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorand

August 17, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

CONTACT: Miguel Sierra, Facilities Engineer, Facilities Management Division
PHONE: (407) 836-9510

SUBJECT: Award of Invitation for Bids Y11-773-EZ, Orange County Generator Replacement and Electrical Modification in Various Buildings

## RECOMMENDATION

Approval to award Invitation for Bids Y11-773-EZ, Orange County Generator Replacement and Electrical Modification in Various Buildings, to the low responsive and responsible bidder, Eau Gallie Electric, Inc., in the total contract award amount of $983,053. Funds are available in account 1023 043 0263 6210. The Facilities Management Division and the Business Development Division concur with this recommendation.

## PURPOSE

This project includes the removal and installation of five new diesel emergency generators at the following facilities: Corrections Building A, Corrections Building B, Corrections Central Energy Plant (CEP), Internal Operations Center II and Voter Registration Building. The work also includes new conduits, wiring, transfer switches, panel-boards, transformers, trenching, cutting and patching and related demolition work. The existing generators to be replaced are deteriorated beyond economical repair. The installation of these new generators will achieve a complete and reliable operational electrical system at each of the five facilities.

## DISCUSSION

Five bids were received in response to the solicitation. None of the bidders achieved the desired M/WBE participation goal. The bid submitted by Walker Design & Construction, Inc. was determined non-responsive due to their failure to submit the required documentation concerning subcontractors and suppliers. Also, they are considered non-responsible due to the lack of previous experience. The low bidder, Eau Gallie Electric, Inc., failed to provide adequate good faith effort documentation. However, Eau Gallie Electric, Inc. has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Eau Gallie Electric, Inc.

**Bids Received**

| | |
|---|---|
| Eau Gallie Electric, Inc. | $983,053.00 |
| Speegle Construction II, Inc. | $1,065,000.00 |
| Chichor Electric, Inc. | $1,097,152.28 |
| Florida Industrial Electrical | $1,158,912.00 |
| Walker Design & Construction, Inc. | Non-Responsive/Non-Responsible |

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

## BUSINESS DEVELOPMENT DIVISION

August 8, 2011

TO: Elia Zayas, Senior Contract Administrator
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT:** **Y11-773-EZ / Orange County Generator Replacement and *Electrical Modification in Various Buildings***

The Business Development Division evaluated the 3 lowest bids of the 5 bids submitted for this project and found that the apparent low bidder Walker Design & Construction, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide good faith effort documentation.

The second low bid submitted by Eau Gallie Electric, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and provided insufficient good faith effort documentation.

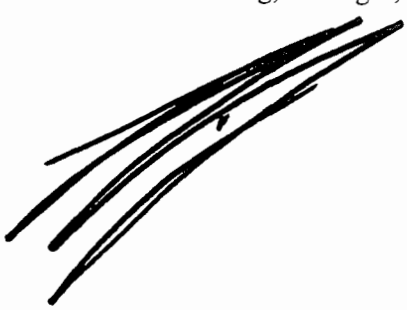
The third low bid submitted by Speegle Construction II, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0.31% MWBE participation in their bid and provided good faith effort documentation.

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

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

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

c: Errick Young, Manager, Business Development Division



## BID COMPARISON

## IFB-Y11-773-EZ / Orange County Generator Replacement and Electrical Modification in Various Buildings

| 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 | Walker Design & Construction, Inc. | $940,720 89 | $0 00 | 0.00% | none | | | | | 75 / 12 |
| 2nd Low | Eau Gallie Electric, Inc. | $983,053.00 | $0.00 | 0.00% | insf | $42,332.11 | 4.50% | | | 0 / 30 |
| 3rd Low | Speegle Construction II, Inc. | $1,065,000.00 | $3,250.00 | 0.31% | yes | $124,279.11 | 13.21% | $81,947.00 | 8.34% | 0 / 18 |
| 4th Low | Chinchor Electric, Inc. | $1,097,152.28 | $0.00 | 0.00% | none | $156,431.39 | 16.63% | $114,099.28 | 11.61% | 7 / 11 |
| 5th Low | Florida Industrial Electric | $1,158,912.00 | $290,000.00 | 25.02% | na | $218,191.11 | 23.19% | $175,859.00 | 17.89% | 34 / 8 |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____

# ORANGE COUNTY GENERATOR REPLACEMENT AND ELECTRICAL MODIFICATION IN VARIOUS BUILDINGS

Case or Bid No. **Y11-773 -EZ**

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form:** ✓
**This is a Subsequent Form:** _____

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
_____, Eau Gallie Electric, Inc.

Name and Address of Principal's Authorized Agent, if applicable: _____

_____

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: none
   Are they registered Lobbyist? Yes __ or No___
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____

**ORANGE COUNTY GENERATOR REPLACEMENT AND ELECTRICAL MODIFICATION IN VARIOUS BUILDINGS**

Case or Bid No. **Y11-773 -EZ**

**Company Name:** Eau Gallie Electric, Inc.

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| none | none | none | |
| | | | |
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| | | | |
| | | TOTAL EXPENDED THIS REPORT | $ Ø |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____

**ORANGE COUNTY GENERATOR REPLACEMENT AND ELECTRICAL MODIFICATION IN VARIOUS BUILDINGS**

Case or Bid No. **Y11-773 -EZ**

**Company Name:** EAU GALLIE ELECTRIC, INC.

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 7/19/11

_____, President
Signature of ☐ Principal or ☐ Principal's Authorized Agent
***(check appropriate box)***
**PRINT NAME AND TITLE:** CHRIS HUGHES, PRES.

STATE OF FLORIDA :
COUNTY OF BREVARD :

I certify that the foregoing instrument was acknowledged before me this 19 day of JULY, 2011 by CHRIS HUGHES. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 19 day of JULY, in the year 2011.

GAYLE ARCHER
(Notary Seal)
MY COMMISSION # EE071731
EXPIRES May 27, 2015
(407) 398-0153 FloridaNotaryService.com

_____
Signature of Notary Public
Notary Public for the State of FLORIDA
My Commission Expires: 5/27/15

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-773 -EZ**

**RELATIONSHIP DISCLOSURE FORM**
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: EAU GALLIE ELECTRIC, INC.

Business Address (Street/P.O. Box, City and Zip Code):
2012 AURORA RD.
MELBOURNE, FL 32935

Business Phone (321) 259-2885

Facsimile (321) 254-1518

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:
None

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone ( )

Facsimile ( )

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-773 -EZ**

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

**Company Name:** EAU GALLIE ELECTRIC, INC.

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

____ **YES** ✓ **NO**

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

____ **YES** ✓ **NO**

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

____ **YES** ✓ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

_____

_____

_____

(Use additional sheets of paper if necessary)

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-773 -EZ**

**Company Name:** EAU GALLIE ELECTRIC, INC.

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Chris Hughes, President — Date: July 19, 2011
Signature of Applicant

Print Name and Title of Person completing this form: CHRIS HUGHES, PRES.

STATE OF FLORIDA :
COUNTY OF BREVARD :

I certify that the foregoing instrument was acknowledged before me this 19 day of July, 20 11 by CHRIS HUGHES. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 19 day of July, in the year 2011.

GAYLE ARCHER
MY COMMISSION # EE071731
EXPIRES May 27, 2015
(Notary Seal)
(407) 398-0153 FloridaNotaryService.com

Gayle Archer
Signature of Notary Public
Notary Public for the State of FLORIDA
My Commission Expires:
5/27/15

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorand

August 25, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

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

SUBJECT: Award of Invitation for Bids Y11-776-CH
Old Winter Garden Road at Mission Road Intersection
Improvements

## RECOMMENDATION

Approval to award Invitation for Bids Y11-776-CH, Old Winter Garden Road at Mission Road Intersection Improvements, to the low responsive and responsible bidder, Conpilog International Company, in the total estimated contract award amount of $409,526.80. Funds are available in Account Number 1023-072-5128-6311. The Public Works Engineering Division and the Business Development Division concur with this recommendation.

## PURPOSE

This project consists of constructing a raised median on Old Winter Garden Road with the inclusion of eastbound and westbound left turn lanes and a bi-directional median opening at Mission Road. The project improvements begin 750 feet west of Mission Road and end 750 feet east of Mission Road. The project includes roadway widening, milling and resurfacing, and drainage improvements including modification of the existing drainage structures.

## DISCUSSION

Eight bids were received. The low bidder, Empower Construction Company, failed to achieve the M/WBE goal with 1.76% participation and did not provide sufficient good faith effort documentation. The next low bidder, Conpilog International Company, achieved the M/WBE goal with 57.02% participation and their bid is only .09% higher than the low bidder. In accordance with the M/WBE provisions of the solicitation, award may be made to other than the low bidder if the next low bidder is within 7% of the low bid. Empower Construction Company is located in Polk County. Polk County's Local Preference Ordinance allows for award to the local bidder if the local bidder is within 2% of the low bidder and willing to negotiate their price to match the low bidder located outside of Polk County. However, Polk County's local preference does not apply to this solicitation because award is recommended to the local M/WBE compliant bidder.

The Complete Construction Group, Inc. was determined to be non-responsible due to the lack of experience on similar projects. Conpilog International Company has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Conpilog International Company.

| Bids Received: | Total Bid |
|---|---|
| Empower Construction Company | $409,176.08 |
| Conpilog International Company | $409,526.80 |
| Atlantic Civil Constructors Corporation | $426,059.68 |
| Gibbs & Register, Inc. | $486,097.00 |
| Stage Door II, Inc. | $508,099.35 |
| Schuller Contractors Incorporated | $526,000.00 |
| JCB Construction, Inc. | $643,603.00 |
| The Complete Construction Company | Non-responsible |

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

## BUSINESS DEVELOPMENT DIVISION

July 27, 2011

TO: Carol Hewitt, Senior Contract Administrator
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: Y11-776-CH / Old Winter Garden Road at Mission Road Intersection Improvements**

The Business Development Division evaluated the 4 lowest bids of the 8 bids submitted for this project and found that the apparent low bidder Empower Construction, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 1.76% MWBE participation in their bid and provided insufficient good faith effort documentation. Please note the following certified MWBE participation:

| | | |
|---|---|---|
| Wbe-wf | John B Webb & Associates | $7,200.00 |
| **Total MWBE Participation** | | **$7,200.00 (1.76%)** |

The second low bid submitted by **Conpilog International Company**, an Orange County certified MBE firm, met the Orange County MWBE participation goal of 25%. They reported 57.02% MWBE participation in their bid. Since their bid is within the 7% sliding scale range of the low bid by only .09%, this bid may be awarded to **Conpilog International Company** because the low bidder did not meet the Orange County MWBE participation goal of 25% and provided insufficient good faith effort documentation. Please note the following certified MWBE participation:

| | | |
|---|---|---|
| Wbe-wf | Angco Striping | $19,300.00 |
| Wbe-wf | Winter Garden Grassing | $1,650.00 |
| Mbe-hm | Conpilog International Company | $212,563.00 |
| **Total MWBE Participation** | | **$233,513.00 (57.02%)** |

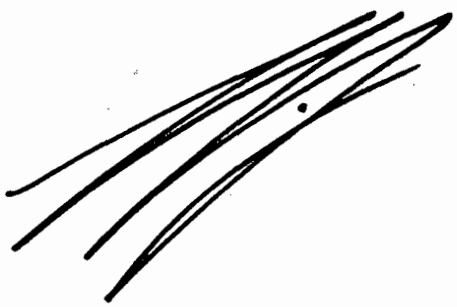
The third low bid submitted by Complete Construction Group, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 23.58% MWBE participation in their bid and did not provide good faith effort documentation.

The fourth low bid submitted by Atlantic Civil Constructors Corporation did not meet the Orange County MWBE participation goal of 25%. They reported 2.09% MWBE participation in their bid and provided insufficient good faith effort documentation.

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

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

c: Errick Young, Manager, Business Development Division



# BID COMPARISON

## IFB-Y11-776-CH / Old Winter Garden Road at Mission Road Intersection Improvements

| 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 | Empower Construction, Inc. | $409,176.08 | $7,200.00 | 1.76% | insf | | | | | 18 / 24 |
| 2nd Low | Conpilog International Company [mbe-hm] | $409,526.80 | $233,513.00 | 57.02% | na | $350.72 | 0.09% | | | 63 / 37 |
| 3rd Low | Complete Construction Group, Inc. | $420,479.32 | $99,137.00 | 23.58% | none | $11,303.24 | 2.76% | $10,952.52 | 2.67% | 0 / 0 |
| 4th Low | Atlantic Civil Constructors Corporation | $426,059.68 | $8,888.95 | 2.09% | insf | $16,883.60 | 4.13% | $16,532.88 | 4.04% | 67 / 8 |
| 5th Low | Gibbs & Register, Inc. | $486,097.00 | $162,160.88 | 33.36% | na | $76,920.92 | 18.80% | $76,570.20 | 18.70% | 30 / 10 |
| 6th Low | Stage Door II, Inc. | $508,099.35 | $127,000.00 | 25.00% | na | $98,923.27 | 24.18% | $98,572.55 | 24.07% | 69 / 4 |
| 7th Low | Schuller Contractors Incorporated | $526,000.00 | $0.00 | 0.00% | none | $116,823.92 | 28.55% | $116,473.20 | 28.44% | 57 / 14 |
| 8th Low | JCB Construction, Inc. [mbe-afam] | $643,603.00 | $212,254.20 | 32.98% | na | $234,426.92 | 57.29% | $234,076.20 | 57.16% | 67 / 3 |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____

**OLD WINTER GARDEN ROAD AT MISSION ROAD INTERSECTION IMPROVEMENTS**

Case or Bid No. **Y11-776 -CH**

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form:** ✓
**This is a Subsequent Form:** _____

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): Compilog International Co. Luis F. Pinzon. 2800 S. Orange Blossom Trail Orlando, Fl 32805.

Name and Address of Principal's Authorized Agent, if applicable: John J. Garcia

2800 S. Orange Blossom Trail Orlando, Fl 32805

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: N. A
   Are they registered Lobbyist? Yes __ or No___
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____

**OLD WINTER GARDEN ROAD AT MISSION ROAD INTERSECTION IMPROVEMENTS**

Case or Bid No. **Y11-776 -CH**

**Company Name:** Compilog International Co.

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| N. A. | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | TOTAL EXPENDED THIS REPORT | $ 0 |

**ATTACHMENT F**
**Page 2 of 3**

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____

**OLD WINTER GARDEN ROAD AT MISSION ROAD INTERSECTION IMPROVEMENTS**

Case or Bid No. **Y11-776 -CH**

**Company Name:** Compibag International Co.

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: July 25, 2011

_____
Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
*(check appropriate box)*

**PRINT NAME AND TITLE:** President - Luis F. Pinzon

STATE OF Florida :
COUNTY OF Orlando :

I certify that the foregoing instrument was acknowledged before me this 25 day of July, 2011 by Luis F. Pinzon. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 25 day of July, in the year 2011.

LILIANA A. RIVILLAS
Notary Public - State of Florida
My Comm. Expires Mar 16, 2013
Commission # DD 871128

Liliana A. Rivillas
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: March 16, 2013

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
For use after March 1, 2011

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-776 -CH**

**RELATIONSHIP DISCLOSURE FORM**
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: Compilog International Company

Business Address (Street/P.O. Box, City and Zip Code): 2800 S. Orange Blossom Trail
Orlando, Florida 32805

Business Phone (407) 265 - 9784

Facsimile (407) 265 - 2224

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:
_____

Business Address (Street/P.O. Box, City and Zip Code):
_____

_____

Business Phone ( ) _____

Facsimile ( ) _____

*For Staff Use Only:*

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

Date Submitted _____
Date Updated _____
Bid Number **Y11-776 -CH**

**Company Name:** Conpilog International Co.

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** ✓ **NO**

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

___ **YES** ✓ **NO**

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** ✓ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

N. A.

(Use additional sheets of paper if necessary)

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-776 -CH**

**Company Name:** Compilog International Co

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Applicant

Date: July 25, 2011

Print Name and Title of Person completing this form: Luis Pinzon / President

STATE OF Florida :
COUNTY OF Orlando :

I certify that the foregoing instrument was acknowledged before me this 25 day of July, 2011 by Luis F. Pinzon. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 25 day of July, in the year 2011.

LILIANA A. RIVILLAS
Notary Public - State of Florida
My Comm. Expires Mar 16, 2013
Commission # DD 871128

Liliana A. Rivillas
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires:
March 16, 2013

[redacted]

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice Memoran

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
8

August 23, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Joel Baugh, Manager, Capital Projects Division (407) 836-0044

SUBJECT: Award of Invitation for Bids Y11-780-RM, Silver Star Community Park Cricket Field

RECOMMENDATION:

Approval to award Invitation for Bids Y11-780-RM, Silver Star Community Park Cricket Field, to the low responsive and responsible bidder, Stones Unlimited Builder, Inc., in the total contract award amount of $179,800. This amount includes Additive Bid Item No.1. Funds are available in account 1265 065 1971 6310. The Capital Projects Division and the Business Development Division concur with this recommendation.

PURPOSE:

This project includes construction of a new cricket field, sidewalks, fencing, irrigation and associated site improvements at the Silver Star Community Park, 2801 N. Apopka-Vineland Road, Orlando, FL 32818.

DISCUSSION:

The low bidder, Stones Unlimited Builder, Inc., failed to achieve the desired M/WBE participation goal with 1.89% participation and no good faith effort documentation. The low M/WBE compliant bidder, Tony's Construction, Inc., achieved the M/WBE goal with 100% participation. However, the bid of Tony's Construction, Inc. is not within the allowable 7% for consideration to award to other than low bidder in accordance with the M/WBE provisions of the solicitation. Stones Unlimited Builder, Inc., has a satisfactory record of performance and has been determined responsible. Additive Bid Item No. 1 consists of a sidewalk with signage and striping. Additive Bid Item No. 2 consists of an additional sidewalk. Based upon the availability of funds, only Additive Bid Item No. 1 is recommended for award. Therefore, award is recommended to Stones Unlimited Builder, Inc.

| **Bids Received:** | **Base Bid** | **Add Bid No. 1** | **Total Bid** |
|---|---|---|---|
| Stones Unlimited Builder, Inc. | $176,000 | $3,800 | $179,800 |
| Tony's Construction, Inc. | $190,000 | $5,000 | $195,000 |
| Tripp Contracting Corporation | $195,782 | $1,050 | $196,832 |
| Conpilog International Company | $242,109 | $3,600 | $245,709 |
| Pillar Construction Group, LLC | $339,220 | $3,500 | $342,720 |
| Conerstone Construction Services, Inc. | $459,599 | $7,500 | $467,099 |
| Complete Construction Group | $482,000 | $3,000 | $485,000 |
| Marcobay Construction, Inc. | $599,800 | $9,800 | $609,600 |

ORANGE COUNTY GOVERNMENT

**Interoffice Memorandum**

## BUSINESS DEVELOPMENT DIVISION

September 9, 2011

TO: Ray Mobley, Senior Contract Administrator
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: Y11-780-RM / Silver Star Community Park Cricket Field (additive 1)**

The Business Development Division evaluated the 5 lowest bids of the 8 bids submitted for this project and found that the apparent low bidder Stones Unlimited Builder, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 1.89% MWBE participation in their bid and did not provide good faith effort documentation. Please note the following certified MWBE participation:

| | | |
|---|---|---|
| Wbe-wf | John B. Webb & Associates | $3,400.00 |
| **Total MWBE Participation** | | **$3,400.00 (1.89%)** |

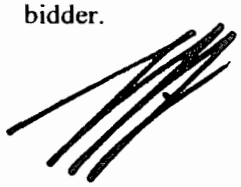
The second low bid submitted by Tony's Construction, Inc. [mbe-am] met the Orange County MWBE participation goal of 25%. They reported 97.44% MWBE participation in their bid.

The third low bid submitted by Tripp Contracting Corporation met the Orange County MWBE participation goal of 25%. They reported 36.51% MWBE participation in their bid.

The fourth low bid submitted by Conpilog International Company [mbe-hm] met the Orange County MWBE participation goal of 25%. They reported 76.42% MWBE participation in their bid.

The fifth low bid submitted by Pillar Construction Group, LLC did not meet the Orange County MWBE participation goal of 25%. They reported 3.06% MWBE participation in their bid and provided good faith effort documentation.

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



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

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

c: Errick Young, Manager, Business Development Division

# BID COMPARISON

## IFB-Y11-780-RM / Silver Star Community Park Cricket Field (additive1)

| 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 | Stones Unlimited Builder, Inc. | $179,800.00 | $3,400.00 | 1.89% | none | | | | | 100 / 0 |
| 2nd Low | Tony's Construction, Inc. [mbe-am] | $195,000.00 | $190,000.00 | 97.44% | na | $15,200.00 | 8.45% | | | 86 / 7 |
| 3rd Low | Tripp Contracting Corporation | $196,832.00 | $71,860.00 | 36.51% | na | $17,032.00 | 9.47% | $1,832.00 | 0.94% | 0 / 20 |
| 4th Low | Conpilog International Company [mbe-hm] | $245,709.00 | $187,759.00 | 76.42% | na | $65,909.00 | 36.66% | $50,709.00 | 26.00% | 63 / 37 |
| 5th Low | Pillar Construction Group, LLC | $342,720.00 | $10,500.00 | 3.06% | yes | $162,920.00 | 90.61% | $147,720.00 | 75.75% | 11 / 11 |
| 6th Low | Cornerstone Construction Services, Inc. [wbe-wf] | $467,099.00 | $236,471.00 | 50.63% | na | $287,299.00 | 159.79% | $272,099.00 | 139.54% | 61 / 8 |
| 7th Low | Complete Construction Group, Inc. | $485,000.00 | $139,575.00 | 28.78% | na | $305,200.00 | 169.74% | $290,000.00 | 148.72% | 0 / 0 |
| 8th Low | Marcobay Construction, Inc. | $609,600.00 | $287,000.00 | 47.08% | na | $429,800.00 | 239.04% | $414,600.00 | 212.62% | 18 / 16 |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____

**SILVER STAR COMMUNITY PARK CRICKET FIELD**
Case or Bid No. **Y11-780 -RM**

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form: _____**
**This is a Subsequent Form: _____**

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
Stones Unlimited Builder Inc.

Name and Address of Principal's Authorized Agent, if applicable: _____

_____

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____

**SILVER STAR COMMUNITY PARK CRICKET FIELD**
Case or Bid No. **Y11-780 -RM**

**Company Name:** Stones Unlimited Builders Inc

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL EXPENDED THIS REPORT | $ |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____

**SILVER STAR COMMUNITY PARK CRICKET FIELD**
Case or Bid No. **Y11-780 -RM**

**Company Name:** STONES UNLIMITED BUILDER INC

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 08/01/2011

_____
Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
***(check appropriate box)***
**PRINT NAME AND TITLE:** Rafael Leiva

STATE OF FL :
COUNTY OF Lake :

I certify that the foregoing instrument was acknowledged before me this 1st day of August, 2011 by Rafael Leiva. He/she is personally known to me or has produced drivers license as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 1st day of August, in the year 2011.

GIORGIANA RALUCA COTOCEA
Notary Public, State of Florida
Commission# EE 49703
My comm. expires Dec. 16, 2014
(Notary Seal)

_____
Signature of Notary Public
Notary Public for the State of FL
My Commission Expires: 12/16/14

[redacted]

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-780 -RM**

**RELATIONSHIP DISCLOSURE FORM**
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: STONES UNLIMITED BUILDER INC

Business Address (Street/P.O. Box, City and Zip Code):
15899 ARABIAN WAY
MONTVERDE FL 34756

Business Phone (407) 509 4047

Facsimile (407) 469 2145

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:
RAFAEL LOZA

Business Address (Street/P.O. Box, City and Zip Code):
SAME AS ABOVE

Business Phone (407) 509 4047

Facsimile (407) 469 2145

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-780 -RM**

**Company Name:** STONES UNLIMITED BUILDER INC

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** _V_ **NO**

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

___ **YES** _V_ **NO**

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** _V_ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

_____

_____

_____

(Use additional sheets of paper if necessary)

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-780 -RM**

**Company Name:** STONES UNLIMITED BUILDER INC

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ Date: 08-01-2011
Signature of Applicant

Print Name and Title of Person completing this form: Rafael Ibarra - president

STATE OF FL :
COUNTY OF Lake :

I certify that the foregoing instrument was acknowledged before me this 1st day of August, 2011 by Rafael Ibarra. He/she is personally known to me or has produced drivers license as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 1st day of August, in the year 2011.

GIORGIANA RALUCA COTOCEA
Notary Public, State of Florida
Commission# EE 49703
My comm. expires Dec. 16, 2014
(Notary Seal)

_____
Signature of Notary Public
Notary Public for the State of FL
My Commission Expires: 12/16/14

[redacted]

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memoran

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
9

August 19, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Joel Baugh, Manager, Capital Projects Division
(407) 836-0044

SUBJECT: Award of Invitation for Bids Y11-785-RM, HVAC Equipment and BAS Controls Replacement for the Taft Community Center, Sphaler Park Activity Center and Taft Service Center

RECOMMENDATION:

Approval to award Invitation for Bids Y11-785-RM, HVAC Equipment and BAS Controls Replacement for the Taft Community Center, Sphaler Park Activity Center and Taft Service Center, to the low responsive and responsible bidder, Air Mechanical and Service Corporation, in the total contract award amount of $350,989. Funds are available in accounts 5865 065 8200 6210 and 5865 065 8197 6210. One hundred percent of the cost is funded by the Federal Energy Efficiency and Conservation Block Grant (EECBG). The Capital Projects Division and the Business Development Division concur with this recommendation.

PURPOSE:

This project replaces the existing HVAC equipment and BAS controls to include probes, sensors, motorized dampers, activators and control panels at the following facilities:

Taft Community Center, 9450 S. Orange Avenue, Orlando, FL
Sphaler Park Activity Center, 1001 Fourth Street, Orlando, FL
Taft Service Center, 9500 S. Orange Avenue, Orlando, FL

DISCUSSION:

None of the bidders achieved the desired M/WBE goal or provided sufficient good faith effort documentation. Air Mechanical and Service Corporation proposed 13.63% M/WBE participation. The low responsive and responsible bidder, Air Mechanical and Service Corporation, has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Air Mechanical and Service Corporation.

| **Bids Received:** | **Bid Amount:** |
|---|---|
| Air Mechanical and Service Corporation | $350,989 |
| Pipeline Mechanical, Inc. | $365,900 |
| Ellis Mechanical Corporation | $385,111 |

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

## BUSINESS DEVELOPMENT DIVISION

August 5, 2011

TO: Ray Mobley, Senior Contract Administrator
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: Y11-785-RM / HVAC Equipment and BAS Controls Replacement for the Taft Community Center, Sphaler Park Activity Center & Taft Service Center**

The Business Development Division evaluated the 3 bids submitted for this project and found that the apparent low bidder Air mechanical & Service Corp. did not meet the Orange County MWBE participation goal of 25%. They reported 13.63% MWBE participation in their bid and did not provide good faith effort documentation. Please note the following certified MWBE participation:

| | | |
|---|---|---|
| Wbe-wf | ABC Cleaning | $9,600.00 |
| Mbe-am | Power Engineering Group | $38,252.00 |
| **Total MWBE Participation** | | **$47,852.00 (13.63%)** |

The second low bid submitted by Pipeline Mechanical, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 14.70% MWBE participation in their bid and provided insufficient good faith effort documentation.

The third low bid submitted by Ellis Mechanical Corporation did not meet the Orange County MWBE participation goal of 25%. They reported 9.93% MWBE participation in their bid and did not provide good faith effort documentation.

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

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

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

c: Errick Young, Manager, Business Development Division

## BID COMPARISON

## IFB-Y11-785-RM / HVAC Equipment and BAS Controls Replacement for the Taft Community Center, Sphaler Park Activity Center & Taft Service Center

| 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 and Service Corp. | $350,989.00 | $47,852.00 | 13.63% | none | | | | | 35 / 10 |
| 2nd Low | Pipeline Mechanical, Inc. | $365,900.00 | $53,800.00 | 14.70% | insf | $14,911.00 | 4.25% | | | 43 / 21 |
| 3rd Low | Ellis Mechanical Corporation | $385,111.00 | $38,252.00 | 9.93% | none | $34,122.00 | 9.72% | $19,211.00 | 5.25% | 6 / 13 |

ORANGE COUNTY GOVERNMENT FLORIDA

## AGENT AUTHORIZATION FORM

## FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT BIDDER, OFFEROR, QUOTER OR RESPONDENT NAME) Air Mechanical & Service Corp., DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Bill Stewart, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE CONTRACT APPROVAL PROCESS MORE SPECIFICALLY DESCRIBED AS FOLLOWS, IFB NO. Y11-785-RM, HVAC EQUIPMENT AND BAS CONTROLS REPLACEMENT FOR THE TAFT COMMUNITY CENTER, SPHALER PARK ACTIVITY CENTER & TAFT SERVICE CENTER, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS CONTRACT AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS CONTRACT.

Date: 8/4/11 B.C. Stewart

Signature of Bidder, Offeror, Quoter or Respondent

STATE OF Florida :
COUNTY OF Seminole :

I certify that the foregoing instrument was acknowledged before me this 4th day of August, 20 11 by Bill Stewart. He/she is personally known to me or has produced n/a as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 4th day of August, in the year 2011.

K. Lucas

Signature of Notary Public

(Notary Seal)

Notary Public for the State of Florida

My Commission Expires: August 3, 2013

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-785 -RM**

**RELATIONSHIP DISCLOSURE FORM**
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: Air Mechanical & Service Corp.

Business Address (Street/P.O. Box, City and Zip Code):

325 Anchor Road Casselberry, FL 32707

Business Phone (407) 699-0454

Facsimile (407) 699-0690

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:
Bill Stewart

Business Address (Street/P.O. Box, City and Zip Code):

325 Anchor Rd. Casselberry, FL 32707

Business Phone (407) 699-0454

Facsimile (407) 699-0690

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-785 -RM**

**Company Name:** Air Mechanical & Service Corp.

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** _X_ **NO**

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

___ **YES** _X_ **NO**

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** _X_ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

_____

_____

_____

(Use additional sheets of paper if necessary)

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-785 -RM**

**Company Name:** Air Mechanical & Service Corp.

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Applicant

Date: 8/4/2011

Print Name and Title of Person completing this form: K. Lucas, Office Manager

STATE OF Florida :
COUNTY OF Seminole :

I certify that the foregoing instrument was acknowledged before me this 4th day of August, 2011 by Bill Stewart. He/she is personally known to me or has produced n/a as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 4th day of August, in the year 2011.

K. LUCAS
MY COMMISSION # DD 913295
EXPIRES: August 3, 2013
Bonded Thru Notary Public Underwriters
Notary Seal

K. Lucas
Signature of Notary Public
Notary Public for the State of FL
My Commission Expires:
August 3, 2013

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____

**HVAC EQUIPMENT AND BAS CONTROLS REPLACEMENT FOR THE TAFT COMMUNITY CENTER, SPHALER PARK ACTIVITY CENTER & TAFT SERVICE CENTER**
Case or Bid No. **Y11-785 -RM**

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form:** ✓
**This is a Subsequent Form:** _____

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
Warren Byers - 431 W Ida St. Tampa, FL

Name and Address of Principal's Authorized Agent, if applicable: _____
Bill Stewart · 325 Anchor Rd. Casselberry, FL 32707

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: N/A
   Are they registered Lobbyist? Yes __ or No___
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____

**HVAC EQUIPMENT AND BAS CONTROLS REPLACEMENT FOR THE TAFT COMMUNITY CENTER, SPHALER PARK ACTIVITY CENTER & TAFT SERVICE CENTER**

Case or Bid No. **Y11-785 -RM**

**Company Name:** Air Mechanical Service Corp.

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | N/A | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL EXPENDED THIS REPORT | $ |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____

**HVAC EQUIPMENT AND BAS CONTROLS REPLACEMENT FOR THE TAFT COMMUNITY CENTER, SPHALER PARK ACTIVITY CENTER & TAFT SERVICE CENTER**
Case or Bid No. **Y11-785 -RM**

**Company Name:** Air Mechanical & Service Corp.

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 8/4/11

Bill Stewart
Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
*(check appropriate box)*
**PRINT NAME AND TITLE:** Bill Stewart, VP

STATE OF Florida :
COUNTY OF Seminole :

I certify that the foregoing instrument was acknowledged before me this 4th day of August, 2011 by Bill Stewart. He/she is personally known to me or has produced n/a as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 4th day of August, in the year 2011.

K. LUCAS
MY COMMISSION # DD 913295
EXPIRES: August 3, 2013
Bonded Thru Notary Public Underwriters

K Lucas
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: August 3, 2013

**ATTACHMENT F**
**Page 3 of 3**

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorar

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
10

August 29, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: H. Vincent Preston, Division Chief Logistics, Fire Rescue Department
407-836-9837

SUBJECT: Approval of Purchase Order M54222 Purchase of Cardiac Defibrillators, Related Equipment and Accessories

RECOMMENDATION:

Approval of Purchase Order M54222 to Physio-Control, Inc., in the amount of $1,618,621.50 for the purchase of 58 cardiac defibrillators, related equipment and accessories.

PURPOSE:

Cardiac defibrillators are used by the Fire Rescue Department for patients with cardiac related emergencies.

DISCUSSION:

The Department of Homeland Security through the Federal Emergency Management Agency awarded a grant to the Orange County Fire Rescue Department in the amount of $1,392,000 for the purchase of 58 cardiac defibrillators. The County's matching share will be $348,000. This grant was approved at the May 24, 2011 meeting of the Board of County Commissioners.

This request is for the purchase of Physio-Control Lifepak defibrillators which are standard for the Fire Rescue Department. Also included are various equipment required to support the operation of the defibrillators.

Standardization of the Physio-Control Lifepak cardiac defibrillators was approved by the Purchasing and Contracts Division on January 21, 2004 based on the following justifications:

- The Physio-Control Lifepak cardiac defibrillators and related equipment/accessories are included on all fire apparatus.

- The Physio-Control Lifepaks are the only Automatic External Defibrillators in use by the Fire Rescue Department. Currently there are over 140 lifepaks in the Fire Rescue inventory.
- Fire Rescue personnel are trained in the use of lifepaks and use them for recertification training as well.
- Physio-Control Lifepak cardiac defibrillators deliver the required energy as prescribed in the patient treatment protocol by the Orange County Medical Director.
- Repair of the Physio-Control Lifepak cardiac defibrillators is able to be accomplished in a more timely manner due to the standardization of the equipment.
- Software that records all patient information is compatible throughout the entire Physio-Control Lifepak cardiac defibrillator inventory, allowing for complete and comprehensive data to be gathered and utilized for patient care, wellbeing and healthcare followup.

The overall cost for this purchase is as follows:

| | |
|---|---|
| Fifty-eight Physio-Control Lifepak cardiac defibrillators | $1,941,010.00 |
| Related equipment in the form of batteries and battery chargers | $ 179,800.00 |
| Accessories in the form of reusable sensors, carrying bags and pouches | $ 94,482.00 |
| Total purchase price before considerations | $ 2,215,292.00 |

The following considerations were received from Physio-Control:

| | |
|---|---|
| Purchase discount | $ (596,670.50) |
| Trade-in of fifty-eight defibrillators | $ (290,000.00) |
| Total overall purchase of equipment | $ 1,328,621.50 |

Accounting procedures do not allow the trade-in credits to be realized until the trade-in units are actually transferred out of the County inventory. Consequently, this purchase order does not reflect the future reduction for the trade-ins.

This discount and credit toward the purchase of the Lifepak cardiac defibrillators makes this purchase more economical than the purchase of the same equipment under GSA and Florida state contracts.

Please note the following price analysis for the purchase of one defibrillator:

| | | | |
|---|---|---|---|
| a. | GSA | $25,916.00 | |
| b. | State of Florida contract | $25,665.75 | |
| c. | Physio-Control, Inc. | $24,971.25 | (does not include $5,000 trade-in allowance for each defibrillator. A total of fifty-eight existing defibrillators will be traded in.) |

Therefore recommendation for approval of Purchase Order M54222 to Physio-Control, Inc. is made.

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice Memoran

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
11

August 29, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Richard Steiner, Radio Services Supervisor, Public Safety Communications Division
407-836-2810

SUBJECT: Approval of Contract Y11-1146-JS, Maintenance and Support for Motorola Communications Systems, Equipment and Radios

RECOMMENDATION:

Approval to award Contract Y11-1146-JS, Maintenance and Support for Motorola Communications Systems, Equipment and Radios, in the estimated contract award amount of $1,273,118.47 for fiscal year 2012, with Motorola, Inc.. Further request authorization of the Purchasing and Contracts Division to renew the contract for two additional 1-year terms. Funds are available in account number 0001 023 0565 3820. The Public Safety Communications Division concurs with this recommendation.

PURPOSE:

To provide repair, maintenance and support for County owned Motorola radio equipment and communications systems.

DISCUSSION:

In December 1992, the Board approved the sole source purchase of an 800 MHz radio system from Motorola, Inc. under Contract Y3-139. This maintenance and support contract will provide 24-hour service for the 800 MHz radio system as well as repair and maintenance support for the mobile and portable radio equipment utilized in conjunction with the system. These products require Motorola software to interface with the computer modules in each radio for repair analysis and programming. Motorola is recognized as the sole provider of maintenance and support for this proprietary equipment.

The annual costs of maintenance and support vary year by year as new radios and equipment are purchased and others are removed from service. Consequently, the cost of the agreement has decreased by 16% percent over the last five years. Also, technical staff with considerable experience with these systems analyzed Motorola's proposal and determined it was reasonable.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorand

August 22, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: John Petrelli, Manager, Risk Management Division
836-9636

SUBJECT: Approval of Amendment No. 7, Contract Y7-114-NW, Occupational Medical Services

## RECOMMENDATION

Approval of Amendment No. 7, Contract Y7-114-NW, Occupational Medical Services, with Florida Hospital Centra Care, for an estimated amount of $1,200,000 as delineated below.

a. An estimated increase of $200,000 to fund the contract through its current expiration period of January 16, 2012

b. An estimated increase of $1,000,000 to fund a one year extension of the contract through January 15, 2013

The revised total estimated contract amount will be $5,292,645.

## PURPOSE

The increase is required to meet the obligations through the end of the contract on January 15, 2012 and to fund a one year contract extension.

## DISCUSSION

The contractor performs post-employment physicals, annual physicals, fitness-for-duty examinations, Medical Review Officer (MRO) services, Medical Directorship services, and other occupational medical services for all county departments and other elected officials such as the Comptroller, Tax Collector, Property Appraiser and Clerk of the Courts.

Staff negotiated a 2% reduction for all rates in the contract that will be effective January 16, 2012 through January 15, 2013. The extension is necessary to allow the county to fully research, evaluate, adopt and possibly implement county managed clinics to perform this service in lieu of the current contract arrangement. Initial research indicates that cost savings may be realized through the clinic approach. However, this proposal requires further study and in-depth analysis before any decision can be made. The extension through January 15, 2013 will allow sufficient time for staff to complete the research and analysis.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memoran

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
13

August 22, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

CONTACT: Joel Baugh, Manager, Capital Projects Division (407) 836-0044

SUBJECT: Award of Invitation for Bids Y11-781-RM, Orange County Animal Services Kennel Renovations

## RECOMMENDATION

Approval to award Invitation for Bids Y11-781-RM, Orange County Animal Services Kennel Renovations, to the low responsive and responsible bidder, Air Ideal, Inc., in the total contract award amount of $290,000. Funds are available in account 1023 065 0251 6210. The Capital Projects Division and the Business Development Division concur with this recommendation.

## PURPOSE

This project includes the removal all existing interior masonry dog cages and cat walkways, modification of the existing drainage trenches to add a new drain and grate system, installation of a water supply to cages, a new HVAC system with modifications to the existing heating system and associated work.

## DISCUSSION

The low bidder, Air Ideal, Inc., failed to achieve the desired M/WBE participation goal with 3.71% participation and insufficient good faith effort documentation. The low M/WBE compliant bidder, Mulligan Constructors, Inc., achieved the M/WBE goal with 33.75% participation. However, in accordance with the M/WBE provisions of the solicitation, the bid of Mulligan Constructors, Inc., is not within the allowable 7% for consideration to award to other than the low bidder. Air Ideal, Inc., has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Air Ideal, Inc.

| Bids Received | Total Bid |
|---|---|
| Air Ideal, Inc. | $290,000.00 |
| Pillar Construction Group, LLC | $312,574.00 |
| Mulligan Constructors, Inc. | $312,750.00 |
| BDG Construction Services, LLC | $319,587.00 |
| Axios Construction Services, LLC | $342,842.42 |

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

## BUSINESS DEVELOPMENT DIVISION

August 3, 2011

TO: Ray Mobley, Senior Contract Administrator
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: Y11-781-RM / Orange County Animal Services Kennel Renovations**

The Business Development Division evaluated the 3 lowest bids of the 5 bids submitted for this project and found that the apparent low bidder Air Ideal, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 3.71% MWBE participation in their bid and provided insufficient good faith effort documentation. Please note the following certified MWBE participation:

| | | |
|---|---|---|
| Mbe-afam | Heron Electric Inc | $10,766.00 |
| **Total MWBE Participation** | | **$10,766.00 (3.71%)** |

The second low bid submitted by Pillar Construction Group, LLC did not meet the Orange County MWBE participation goal of 25%. They reported 0.51% MWBE participation in their bid and provided good faith effort documentation.

The third low bid submitted by Mulligan Constructors, Inc. met the Orange County MWBE participation goal of 25%. They reported 33.75% MWBE participation in their bid.

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

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

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

c: Errick Young, Manager, Business Development Division

# BID COMPARISON

## IFB-Y11-781-RM /Orange County Animal Services Kennel Renovations

| 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 Ideal, Inc. | $290,000.00 | $10,766.00 | 3.71% | insf | | | | | 19 / 14 |
| 2nd Low | Pillar Construction Group, LLC | $312,574.00 | $1,600.00 | 0.51% | yes | $22,574.00 | 7.78% | | | 11 / 11 |
| 3rd Low | Mulligan Constructors, Inc. | $312,750.00 | $105,540.00 | 33.75% | na | $22,750.00 | 7.84% | $176.00 | 0.06% | 13 / 25 |
| 4th Low | BDG Construction Services, LLC | $319,587.00 | $134,540.00 | 42.10% | na | $29,587.00 | 10.20% | $7,013.00 | 2.24% | 0 / 0 |
| 5th Low | Axios Construction Services, LLC [mbe-afam] | $342,842.42 | $201,800.42 | 58.86% | na | $52,842.42 | 18.22% | $30,268.42 | 9.68% | 67 / 17 |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____

**ORANGE COUNTY ANIMAL SERVICES KENNEL RENOVATIONS**
Case or Bid No. **Y11-781 -RM**

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form:** NA
**This is a Subsequent Form:** _____

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
Air Addition Inc 324 Corey [illegible] Pinellas FL 33766

Name and Address of Principal's Authorized Agent, if applicable: None

_____

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____

**ORANGE COUNTY ANIMAL SERVICES KENNEL RENOVATIONS**
Case or Bid No. **Y11-781 -RM**

**Company Name:** Circle Line

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | TOTAL EXPENDED THIS REPORT | $ |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on _____
Updated On _____

**ORANGE COUNTY ANIMAL SERVICES KENNEL RENOVATIONS**
Case or Bid No. **Y11-781 -RM**

**Company Name:** Air Tight Inc

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 8/2-11

Signature of ☒ Principal or ☐ Principal's Authorized Agent
*(check appropriate box)*
**PRINT NAME AND TITLE:** Mitch Amkraut

STATE OF Florida :
COUNTY OF Seminole

I certify that the foregoing instrument was acknowledged before me this 2 day of Aug, 2011 by Mitch Amkraut (He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 2 day of Aug, in the year 2011

NOTARY PUBLIC-STATE OF FLORIDA
Karen L. Davis
Commission # DD768047
Expires: MAR. 25, 2012
(Notary Seal) BONDED THRU ATLANTIC BONDING CO., INC.

Karen L Davis
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 3/25/12

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-781 -RM**

**RELATIONSHIP DISCLOSURE FORM**
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

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In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part 1**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: [illegible]

Business Address (Street/P.O. Box, City and Zip Code):
324 Grey Cir [illegible]
[illegible] FL 32[illegible]

Business Phone ( ) 407 761 [illegible]

Facsimile ( ) 407 366 7 [illegible]

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:
_____

Business Address (Street/P.O. Box, City and Zip Code):
_____
_____

Business Phone ( ) _____

Facsimile ( ) _____

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-781 -RM**

**Company Name:** Air Ideal Inc.

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES ✓ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

___ YES ✓ NO

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES ✓ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

_____

_____

_____

(Use additional sheets of paper if necessary)

OC CE FORM 2P
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Date Submitted _____
Date Updated _____
Bid Number **Y11-781 -RM**

**Company Name:** Air Vidal Inc.

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Applicant

Date: 8/2/11

Print Name and Title of Person completing this form: Mitch Amkraut, Pres.

STATE OF Florida :
COUNTY OF Seminole

I certify that the foregoing instrument was acknowledged before me this 2nd day of August, 2011 by Mitch Amkraut. He/she is personally known to me or ~~has produced~~ _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 2nd day of August, in the year 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Karen L. Davis
Commission # DD768047
Expires: MAR. 25, 2012
(Notary Seal)
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public
Notary Public for the State of FL
My Commission Expires:
3/25/12

[redacted]

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memora

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
14

September 9, 2011

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Milagros Font, Senior Program Manager, Head Start Division
407-836-8902

SUBJECT: Approval of Amendment No. 2, Contract Y9-1085-GJ
Head Start Child Care Food Program - Term Contract

RECOMMENDATION:

Approval of Amendment No. 2, Contract Y9-1085-GJ, Head Start Child Care Food Program, with G.A. Food Service, Inc. This amendment will result in a total estimated contract amount of $1,440,167, an increase of $103,498.68. The Head Start Division concurs with this recommendation and anticipates the entire contract amount will be ordered on an annual basis. This is an estimated contract amount and the annual usage is uncertain. This program is funded by the State of Florida through a federal grant.

PURPOSE:

To increase funding for the contract in the amount of $103,498.68 to address an increase in the number of meals served.

DISCUSSION:

This contract provides breakfast lunch and snacks for all Head Start locations. The following is a recap of all previous actions under the contract:

a. Contract awarded on October 27, 2009 in the amount of $1,427,925.96.

b. Amendment No. 1 issued to reduce contract amount from $1,427,925.96 to $1,336,668.32 due to reduced demand for meals.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoff

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** August 31, 2011

**TO:** Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

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

**DIVISION:** **Real Estate Management**
**Phone: 836-7087**

**ACTION REQUESTED:** APPROVAL AND EXECUTION BY THE MAYOR OF U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION LAND LEASE BETWEEN ORANGE COUNTY AND THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED, FOR RADAR SITE AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** FAA Radar site – Lease Renewal
Warren Park
2406 Warren Park Road
Orlando, Florida

District 4

**PURPOSE:** To continue to provide land for operation of an FAA Radar installation.

**ITEM:** U.S. Department of Transportation Federal Aviation Administration Land Lease
Revenue: None
Size: 798 square feet
Term: One year
Options: Nineteen, 1-year renewals

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

**REMARKS:** Orange County currently leases a small section of land located in Warren Park to the U.S. Government (Government) for operation of a Federal Aviation Administration (FAA) radar site under a Lease approved by the Board of County Commissioners July 2, 1991, as modified by that certain Supplemental Agreement No.1 dated May 29, 2008.

This action will allow the County to lease the site to the Government for one additional year commencing on October 1, 2011, and terminating on September 30, 2012. The lease term may be renewed annually by mutual agreement of the parties through September 30, 2031.

The lease may be terminated at any time by either party, should it be determined that the termination is in their best interests. The Government may terminate by giving the County no less than 60 days prior written notice. The County may terminate by giving the Government no less than 365 days prior written notice.

The lease provides for the Government to restore the leased premises to its original condition upon termination, subject to available funding, but allows the Government to abandon the facility without restoring the site to its original condition if the FAA does not have sufficient funds budgeted for the restoration when the lease is terminated. Any equipment so abandoned shall become the property of the County. The Government may record the lease at its expense, but will provide written notice of lease termination within 30 days of any such termination.

**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.**

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Me

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** September 1, 2011

**TO:** Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

**CONTACT PERSON:** **Ann Caswell, Assistant Manager**

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

**ACTION REQUESTED:** APPROVAL AND EXECUTION BY THE MAYOR OF OPTION TO LEASE AGREEMENT BETWEEN KB HOME ORLANDO, LLC AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXECUTE SITE LEASE AGREEMENT(S) FOR HURRICANE RECOVERY PURSUANT TO THAT CERTAIN OPTION TO LEASE, IF NEEDED

**PROJECT:** Hurricane Recovery Debris Site
Fiquette-Hancock Road
Orlando, Florida

District 1

**PURPOSE:** To provide for access, operation, and maintenance of a debris facility.

**ITEM:** Option to Lease Agreement
Cost: $10
Size: 9.5 acres
Term: Expires November 30, 2013

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

**APPROVALS:** Real Estate Management Division
County Attorney's Office
Public Works Department
Risk Management Division

**REMARKS:** This action provides the County with the option to lease property for use as a debris storage site in the event of an emergency declared by the Mayor. The form of the Site Lease Agreement is agreed to be the form attached to the Option to Lease Agreement as Exhibit "B".

In the event the County finds it necessary to exercise its option to lease the property, the Site Lease Agreement for Hurricane Recovery (Lease) may be executed by the Manager of the Real Estate Management Division. The term of any executed Lease will be for six months, at a cost of one dollar per month. The County may initiate as many such Leases of the property as it deems necessary, during the term of the Option Agreement.

The Lease allows the County to use the Leased Premises for collection, division, storage, transshipment, and disposal of debris resulting from hurricane or other weather emergency, for active operation and storage of heavy machinery and equipment, and environmental testing of soil and groundwater (including soil borings) to determine the environmental condition of the Leased Premises, before, during, and after use by County.

The County shall maintain the Leased Premises and shall be responsible for all costs of the maintenance, operation, utilities, clean up, restoration, and system repair. County shall perform an environmental assessment on the leased premises prior to use as a debris site, and after such use. If the environmental assessment reveals any hazardous materials or environmental contamination not present in the initial assessment, the County shall pay for the cost and carry out remediation of such hazardous materials or environmental contaminants to the extent such condition is a result of debris storage.

KB Home Orlando, LLC may terminate this Option Agreement (and any Lease Agreement entered into pursuant to this Option Agreement) upon 120 days notice during the period May 1 to December 30 of any given year or 30 days notice during other times of the year.

**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.**

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffic

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** August 18, 2011

**TO:** Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

**CONTACT PERSON:** **Ann Caswell, Assistant Manager**

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

**ACTION REQUESTED:** APPROVAL AND EXECUTION BY THE MAYOR OF UTILITY EASEMENT BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY FLORIDA, F/K/A THE BOARD OF PUBLIC INSTRUCTION OF ORANGE COUNTY, FLORIDA AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Hunter's Creek Elementary School – OCU File No. 62545

District 1

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

**ITEM:** Utility Easement
Cost: Donation
Size: 3,123 square feet

**APPROVALS:** Real Estate Management Division
County Attorney's Office
Utilities Department
Risk Management Division

**REMARKS:** The County is executing the Utility Easement to show acceptance of the terms and conditions.

Grantor to pay 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.**

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice

REAL ESTATE MANAGEMENT ITEM 4

**DATE:** August 25, 2011

**TO:** Mayor Teresa Jacobs
and the
Board of County Commissioners

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

**FROM:** Linda Hinote, Title Examiner
Real Estate Management Division

**CONTACT PERSON:** **Ann Caswell, Assistant Manager**

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

**ACTION REQUESTED:** APPROVAL AND EXECUTION BY THE MAYOR OF UTILITY EASEMENT BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY FLORIDA, F/K/A THE BOARD OF PUBLIC INSTRUCTION OF ORANGE COUNTY, FLORIDA AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** University High School Orange County Utilities Project #63885

District 5

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

**ITEM:** Utility Easement
Cost: Donation
Size: 150 square feet

**APPROVALS:** Real Estate Management Division
County Attorney's Office
Utilities Department

**REMARKS:** The County is executing the Utility Easement to show acceptance of the terms and conditions.

Grantor to pay 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.**

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice I

REAL ESTATE MANAGEMENT ITEM 5

**DATE:** August 16, 2011

**TO:** Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

**CONTACT PERSON:** **Ann Caswell, Assistant Manager**

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

**ACTION REQUESTED:** APPROVAL OF CONTRACT FOR SALE AND PURCHASE WITH COMPREHENSIVE RIDERS TO THE RESIDENTIAL CONTRACT FOR SALE AND PURCHASE BETWEEN ORANGE COUNTY AND NICHOLAS COLON AND JESSICA BAUER-COLON, APPROVAL AND EXECUTION BY THE MAYOR OF COUNTY DEED FROM ORANGE COUNTY TO NICHOLAS COLON AND JESSICA BAUER-COLON AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** NSP Resale – 7520 Bear Claw Run, Orlando, FL 32825

District 3

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

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

County Deed
Revenue: $130,000 (less closing costs)*

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

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

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

*The revenue (sales price) is $130,000 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County will be paying closing costs from the County's revenue.

A Contract for Sale and Purchase and County Deed for this property were previously approved by the Board of County Commissioners on January 11, 2011. Subsequent to the approval, the proposed buyers were unable to obtain financing. The previously approved Contract for Sale and Purchase and County Deed are superseded by this action.

Grantee to pay documentary stamp tax.

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

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
20

REAL ESTATE MANAGEMENT ITEM 6

**DATE:** September 2, 2011

**TO:** Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

**CONTACT PERSON:** **Ann Caswell, Assistant Manager**

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

**ACTION REQUESTED:** APPROVAL OF DONATION AGREEMENT AND SPECIAL WARRANTY DEED BETWEEN JAMES B. BRYAN, III, AS TRUSTEE OF THE KELLY BRYAN BALL REVOCABLE TRUST DATED APRIL 17, 2001 AND ORANGE COUNTY, FLORIDA AND AUTHORIZATION TO DISBURSE FUNDS TO PAY CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** 5505 East Colonial Drive

District 3

**PURPOSE:** To provide property to be used for an appropriate public purpose.

**ITEMS:** Donation Agreement

Special Warranty Deed
Cost: Donation
Size: 1.55 acres

**BUDGET:** Account No.: 0001-043-0201-6110

**FUNDS:** $2,402.70 Payable to First American Title Insurance Company (title insurance and closing costs)

**APPROVALS:** Real Estate Management Division
County Attorney's Office
Risk Management Division

**REMARKS:** This property is improved with a 4,400 square foot building that was formerly leased to Enterprise Car Rental. The owner of the property has offered to donate this land and its existing building to Orange County ("County"). The County may use this property for an appropriate public purpose.

Grantor to pay pro-rated taxes.

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

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
21

REAL ESTATE MANAGEMENT ITEM 7

**DATE:** August 22, 2011

**TO:** Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

**CONTACT PERSON:** **Ann Caswell, Assistant Manager**

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

**ACTION REQUESTED:** APPROVAL OF CONSERVATION EASEMENT, NON-EXCLUSIVE PERPETUAL ACCESS EASEMENT AND NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT BETWEEN JTD LAND AT COUNTRY WALK, LLC AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENTS

**PROJECT:** Country Walk (aka Dean Road Condos) CAI Permit #10-026

District 4

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

**ITEMS:** Conservation Easement
Cost: Donation
Total size: 42.82 acres

Non-Exclusive Perpetual Access Easement
Cost: Donation
Size: 2,847 square feet

Non-Exclusive Temporary Access Easement
Cost: Donation
Size: 1.13 acres
Term: Until replaced by a permanent platted easement

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

**REMARKS:** Conservation Area Impact Permit No. 10-026 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.

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.**

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice I**
**COMMUNITY** **ES DEPARTMENT**

# AGENDA ITEM

September 2, 2011

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

FROM: Lori Cunniff, Manager
Environmental Protection Division

SUBJECT: September 20, 2011, Consent Item
Redus FL Properties LLC and R&K Investments, LLC
Shoreline Alteration/Dredge and Fill Permit #08-052

On May 12, 2009, the Board of County Commissioners (BCC) approved Shoreline Alteration/Dredge and Fill Permit #08-052 for Bigwater Partners LLC and R&K Investments, LLC (copy attached). The subject project site is the Signature Lakes Phase D Subdivision, located on the east and north shores of Lake Hancock. A location map is attached. The approved permit authorized dredging of the lake bottom of a portion of Lake Hancock in order to provide open water access to small watercraft during low water periods.

Condition 36 of the BCC approval states, "Any additional extensions in the future may be approved by way of the Consent Agenda, if there are no changes." There has been no change to the scope of work approved by the permit. To date, the applicant has not started the dredging project. The applicant has requested a one-year extension to complete the proposed activities. A one-year extension was granted by the BCC on July 13, 2010 (copy attached). Also, the subject parcel has been sold to Redus FL Properties LLC. Thus, the permit is being transferred to Redus FL Properties LLC.

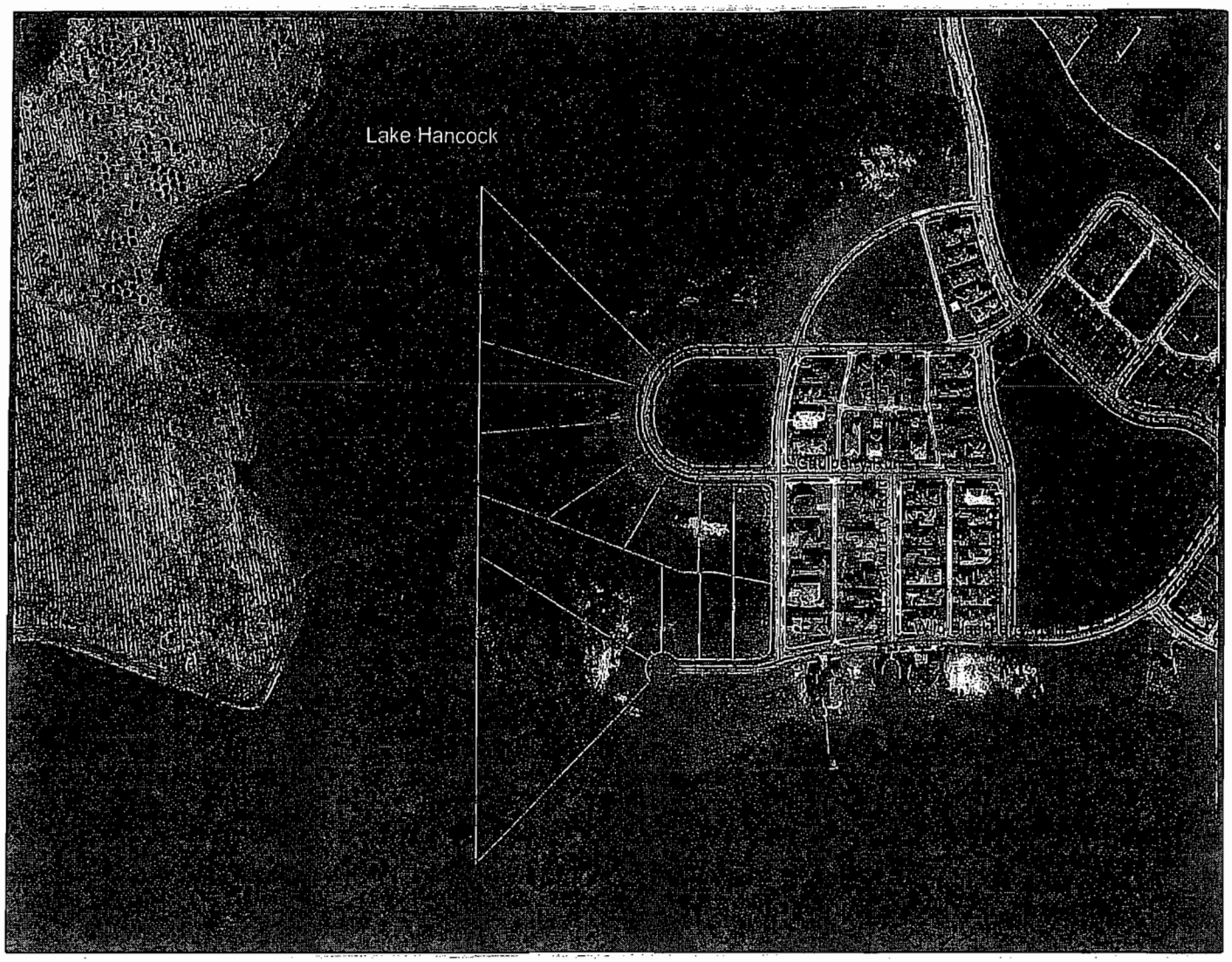
**ACTION REQUESTED:** **Approval of one-year extension of Shoreline Alteration/ Dredge and Fill Permit #08-052 on Lake Hancock for Redus FL Properties LLC and R&K Investments LLC. District 1**

CC/NT/ERJ/LC:rb

Attachments

c: Raymond E. Hanson, P.E., Deputy County Administrator, Acting
Melvin Pittman, Director, Community and Environmental Services Department
Joel Prinsell, Deputy County Attorney, Orange County Attorney's Office

# Shoreline Alteration Dredge and Fill Permit Extension Request




Shoreline Alteration Dredge and Fill Permit Extension Request

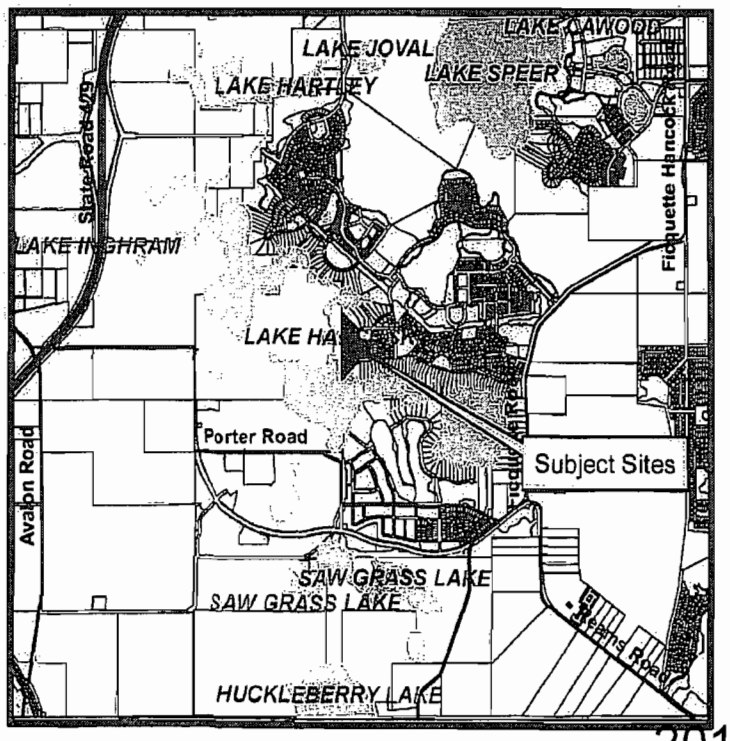
District #1

**Applicant:** Bigwater Partners LLC & R&K Investments LLC

**Project Location :**
Section 28 Township 23 S Range 23 E

**Project Site:**

**Property Location:**



**DECISION OF THE BOARD OF COUNTY COMMISSIONERS**
**ORANGE COUNTY, FLORIDA**

ON MAY 12, 2009, THE BOARD OF COUNTY COMMISSIONERS CONSIDERED THE FOLLOWING APPLICANT'S REQUEST:

| | |
|---|---|
| APPLICANT: | BIGWATER PARTNERS LLC AND R AND K INVESTMENTS |
| CONSIDERATION: | REQUEST FOR A SHORELINE ALTERATION/DREDGE AND FILL PERMIT APPLICATION TO DREDGE THE LAKE BOTTOM OF LAKE HANCOCK IMMEDIATELY ADJACENT TO THE REFERENCED LOTS, PURSUANT TO ORANGE COUNTY CODE, ARTICLE VI. PUMPING AND DREDGING CONTROL; SECTION 15-218(D). |
| LOCATION: | DISTRICT 1; ON PROPERTY LOCATED ADJACENT TO LAKE HANCOCK, LOCATED AT LOTS 732, 731, 730, 729, 728, 685, 684, 683, 682, 681, 680, AND 679, SIGNATURE LAKE PHASE 1D; PARCEL IDS 28-23-27-8129-06-790, 28-23-7-8129-06-800, 28-23-27-8129-06-810, 28-23-27-8129-06-820, 28-23-27-8129-06-830, 28-23-27-8129-06-840, 28-23-27-8129-60-850, 28-23-27-8129-07-280, 28-23-27-8129-07-290, 28-23-27-8129-07-300, 28-23-27-8129-07-310, 28-23-27-8129-07-320; SECTION 28, TOWNSHIP 23 SOUTH, RANGE 27 EAST; ORANGE COUNTY, FLORIDA (LEGAL PROPERTY DESCRIPTION ON FILE IN ENVIRONMENTAL PROTECTION DIVISION) |

UPON A MOTION, THE BOARD OF COUNTY COMMISSIONERS APPROVED THE REQUEST BY BIGWATER PARTNERS LLC AND R AND K INVESTMENTS FOR A SHORELINE ALTERATION/DREDGE AND FILL PERMIT TO DREDGE THE LAKE BOTTOM OF LAKE HANCOCK IMMEDIATELY ADJACENT TO THE REFERENCED LOTS, ON THE DESCRIBED PROPERTY, SUBJECT TO THE FOLLOWING CONDITIONS:

SPECIFIC CONDITIONS

1. CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED SITE PLANS SUBMITTED TO THE ENVIRONMENTAL PROTECTION DIVISION (EPD) DATED MARCH 9, 2009.

2. NO FILLING CAN BE PERFORMED.

3. THE ORGANIC DETRITUS MATERIAL THAT LIES ON TOP OF THE NATURAL MINERAL SUBSTRATE SHALL BE REMOVED TO A DEPTH OF THREE (3) FEET OR UNTIL NATURAL MINERAL SUBSTRATE, WHICH EVER IS LESS.

4. THE PERMITTEE SHALL MONITOR WATER QUALITY CONDITIONS DURING THE DREDGING ACTIVITIES. THE WATER QUALITY MONITORING SHALL BE COMPLETED IN ACCORDANCE WITH THE WATER QUALITY MONITORING PROGRAM SUBMITTED TO EPD DATED RECEIVED, DECEMBER 31, 2008. IN ADDITION:

A. "WORK AREA" SAMPLES ARE TO BE COLLECTED OUTSIDE THE TURBIDITY BARRIERS

B. DEPTH OF THE COLLECTION SHALL BE AT 0.5 METERS

C. LABORATORY ANALYSES SHALL BE COMPLETED BY A NELAC CERTIFIED LAB

CLERK'S NOTE: NATIONAL ENVIRONMENTAL LABORATORY ACCREDITATION CONFERENCE (NELAC)

D. FIELD MEASURED CONDITION CALIBRATION ERROR ALLOWANCES SHALL BE THAT AS LISTED IN FDEP SOP FT10000

CLERK'S NOTE: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)
STANDARD OPERATING PROCEDURE (SOP)
FIELD TESTING (FT)

E. SAMPLING STATIONS SELECTED SHALL BE LOCATED BY GPS

CLERK'S NOTE: GLOBAL POSITIONING SYSTEM (GPS)

5. A BASELINE MONITORING REPORT THAT CLEARLY SHOWS WATER QUALITY CONDITIONS PRIOR TO DREDGING ACTIVITY MUST BE SUBMITTED TO EPD AT MINIMUM OF 48 HOURS PRIOR TO THE PERMITTED ACTIVITY. THIS REPORT NEEDS TO INCLUDE, AT A MINIMUM THE FOLLOWING INFORMATION (SITE LOCATION SAMPLING LOCATION DOCUMENTED BY GPS, SAMPLING PARAMETERS, SAMPLING METHODOLOGY, FISH AND WILDLIFE OBSERVATIONS, RESULTS AND DISCUSSION).

6. THE PERMITTEE IS REQUIRED TO SUBMIT WEEKLY MONITORING REPORTS TO EPD. THESE REPORTS NEED TO INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION (SITE LOCATION, SAMPLING LOCATION DOCUMENTED BY GPS, SAMPLING PARAMETERS, SAMPLING METHODOLOGY, COMPARISON OF THE GATHERED DATA, BASELINE INFORMATION AND STATE WATER QUALITY STANDARDS, FISH AND WILDLIFE OBSERVATIONS, RESULTS AND DISCUSSION). IF AT THE ANY TIME THE "WORK AREA" PARAMETERS FAIL TO MEET CLASS III SURFACE WATER QUALITY CRITERIA AS LISTED IN F.A.C. 62-302 WORK SHALL CEASE UNTIL THOSE PARAMETERS ARE IN COMPLIANCE.

CLERK'S NOTE: FLORIDA ADMINISTRATIVE CODE (F.A.C.)

7. THE PERMITTEE IS REQUIRED TO MAINTAIN THE TURBIDITY AND SEDIMENTATION BARRIERS UNTIL EPD HAS APPROVED, IN WRITING, THE POST ACTIVITY WATER QUALITY MONITORING REPORT THAT INDICATES THE PROJECT AREA MEETS CLASS III SURFACE WATER QUALITY CRITERIA AS LISTED IN F.A.C. 62-302.

8. THE PERMITTED WORK MUST BE COMMENCED WITHIN SIX MONTHS AND COMPLETED WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OF THE PERMIT. IN THE EVENT THAT PROJECT HAS NOT COMMENCED WITHIN 6 MONTHS OR COMPLETED WITHIN A YEAR THIS PERMIT IS VOID.

9. THE PERMITTEE IS NOT AUTHORIZED TO CLEAR AN ACCESS CORRIDOR BELOW THE NORMAL HIGH WATER ELEVATION (NHWE) WITHIN ANY OF THE LAKEFRONT TRACTS. NO ACCESS CORRIDOR IS PERMITTED WITHIN THE CONSERVATION EASEMENT.

10. REMOVAL OF VEGETATION OUTSIDE OF THE APPROVED PROJECT AREA IS PROHIBITED.

11. THE PERMIT HOLDER MUST PROVIDE, WITHIN THIRTY DAYS OF COMPLETION OF THE ACTIVITIES, AN AS-BUILT DRAWING ON A FINAL SURVEY, SIGNED AND SEALED BY AN APPROPRIATE PROFESSIONAL LICENSED BY THE STATE OF FLORIDA, WITH THE NOTICE OF COMPLETION. THE SIGNED AND SEALED AS-BUILT SURVEY SHALL INCLUDE, BUT IS NOT LIMITED TO, AERIAL VIEW OF THE PROJECT SITE WITH THE LOCATION OF ANY CONSERVATION EASEMENTS, TRACTS, OR CONSERVATION AREAS, NORMAL HIGH WATER ELEVATION (NHWE), TOPOGRAPHIC ELEVATIONS AND CROSS SECTIONS WITH ELEVATION DATA IN THE EXACT SAME AREA AS THE CROSS SECTIONS ON THE APPROVED SITE PLAN.

GENERAL CONDITIONS

12. THE PERMITTEE IS HEREBY AUTHORIZED TO PERFORM OR CAUSE TO BE PERFORMED THE IMPACTS SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH EPD. THE PERMITTEE BINDS ITSELF AND ITS SUCCESSORS TO COMPLY WITH THE PROVISIONS AND CONDITIONS OF THIS PERMIT. IF EPD DETERMINES AT ANY TIME THAT ACTIVITIES ARE NOT IN ACCORDANCE WITH THE CONDITIONS OF THE PERMIT, WORK SHALL CEASE AND THE PERMIT MAY BE REVOKED.

13. AT LEAST 48-HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO EPD, A "CONSTRUCTION NOTICE" (FORM CN-001-04) INDICATING THE ACTUAL START DATE AND EXPECTED COMPLETION DATE.

14. PRIOR TO CONSTRUCTION, THE PERMITTEE MUST CLEARLY DESIGNATE THE LIMITS OF CONSTRUCTION ON-SITE. THE PERMITTEE MUST ADVISE THE CONTRACTOR THAT ANY WORK OUTSIDE THE LIMITS OF CONSTRUCTION, INCLUDING CLEARING, MAY BE A VIOLATION OF THIS PERMIT.

15. THE PERMITTEE MUST REQUIRE THE CONTRACTOR TO MAINTAIN A COPY OF THIS PERMIT, COMPLETE WITH ALL APPROVED DRAWINGS, PLANS, CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE PERMITTEE MUST REQUIRE THE CONTRACTOR TO REVIEW THE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT. THE COMPLETE PERMIT MUST BE AVAILABLE UPON REQUEST BY ORANGE COUNTY STAFF.

16. ISSUANCE OF THIS PERMIT DOES NOT WARRANT IN ANY WAY THAT THE PERMITTEE HAS RIPARIAN OR PROPERTY RIGHTS TO CONSTRUCT ANY STRUCTURE PERMITTED HEREIN AND ANY SUCH CONSTRUCTION IS DONE AT THE SOLE RISK OF THE PERMITTEE. IN THE EVENT THAT ANY PART OF THE STRUCTURE(S) PERMITTED HEREIN IS DETERMINED BY A FINAL ADJUDICATION ISSUED BY A COURT OF COMPETENT JURISDICTION TO ENCROACH ON OR INTERFERE WITH ADJACENT PROPERTY OWNER'S RIPARIAN OR OTHER PROPERTY RIGHTS, PERMITTEE AGREES TO EITHER OBTAIN WRITTEN CONSENT OR TO REMOVE THE OFFENDING STRUCTURE FROM THE AFFECTED OWNER OR TO REMOVE THE INTERFERENCE OR ENCROACHMENT WITHIN SIXTY DAYS FROM THE DATE OF THE ADJUDICATION. FAILURE TO COMPLY SHALL CONSTITUTE A MATERIAL BREACH OF THIS PERMIT AND SHALL BE GROUNDS FOR ITS IMMEDIATE TERMINATION.

17. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 15, ARTICLE VI OR THE ORANGE COUNTY CODE.

18. THIS PERMIT DOES NOT RELEASE THE PERMITTEE FROM COMPLYING WITH ALL OTHER FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS. IF THESE PERMIT CONDITIONS CONFLICT WITH THOSE OF ANY OTHER REGULATORY AGENCY THE PERMITTEE MUST COMPLY WITH THE MOST STRINGENT CONDITIONS.

19. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL PROVIDE WRITTEN NOTIFICATION TO EPD OF THE CHANGE PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.

20. EPD MUST HAVE FINAL CONSTRUCTION PLAN APPROVAL TO ENSURE THAT NO MODIFICATION HAS BEEN MADE DURING THE CONSTRUCTION PLAN PROCESS.

21. THE PERMITTEE SHALL IMMEDIATELY NOTIFY EPD, IN WRITING, OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

22. THE PERMITTEE SHALL NOTIFY EPD, IN WRITING, WITHIN THIRTY DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF THE PERMITTED SYSTEM OR THE REAL PROPERTY AT WHICH THE PERMITTED SYSTEM IS LOCATED. THE PERMITTEE SHALL REMAIN LIABLE FOR ANY CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY PERMIT VIOLATIONS UNTIL THE PERMIT IS LEGALLY TRANSFERRED.

23. EPD STAFF, WITH PROPER IDENTIFICATION, SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO ENSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT AT ANY REASONABLE TIME.

24. THE PERMITTEE SHALL HOLD AND SAVE ORANGE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS OR LIABILITIES, WHICH MAY ARISE FROM PERMIT ISSUANCE AND BY REASON OF THE ACTIVITIES AUTHORIZED BY THE PERMIT. SAID APPLICATION, INCLUDING ALL PLANS AND SPECIFICATIONS ATTACHED HERETO, IS REFERENCE MADE A PART HEREOF.

25. NO FAILURE OR SUCCESSIVE FAILURES, ON THE PART OF EPD TO ENFORCE ANY PORTION OF THIS PERMIT SHALL IMPAIR THE RIGHT OF EPD TO ENFORCE THE SAME IN THE EVENT OF SUBSEQUENT BREACH.

26. THIS PERMIT DOES NOT CONVEY TO PERMITTEE ANY PROPERTY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED HEREIN, NOR RELIEVE THE PERMITTEE FORM COMPLYING WITH ANY LAW, REGULATION OR REQUIREMENT AFFECTING THE RIGHTS OF OTHER PRIVATE PERSONS, OR PUBLIC BODIES OR AGENCIES. ALL STRUCTURES AND WORKS INSTALLED BY PERMITTEE HEREUNDER SHALL REMAIN THE PROPERTY OF THE PERMITTEE.

27. ALL COSTS, INCLUDING ATTORNEY'S FEES, INCURRED BY THE COUNTY IN ENFORCING THE TERMS AND CONDITIONS OF THIS PERMIT MAY BE REQUIRED TO BE PAID BY THE PERMITTEE. THE ENVIRONMENTAL PROTECTION OFFICER SHALL MAKE THIS DETERMINATION.

28. PERMITTEE AGREES THAT ANY DISPUTE ARISING FROM MATTERS RELATING TO THIS PERMIT SHALL BE GOVERNED BY THE LAWS OF FLORIDA, AND INITIATED ONLY IN ORANGE COUNTY.

29. TURBIDITY AND SEDIMENTS MUST BE CONTROLLED TO PREVENT VIOLATIONS OF WATER QUALITY PURSUANT TO RULE 62-302.500, 62-302.530(70) AND 62-4.242 FLORIDA ADMINISTRATIVE CODE (FAC). BEST MANAGEMENT PRACTICES, AS SPECIFIED IN THE FLORIDA STORMWATER, EROSION, AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL, SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO WETLANDS AND/OR SURFACE WATERS DUE TO THE PERMITTED ACTIVITY. IF SITE-SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES, THEN THE PERMITTEE SHALL IMPLEMENT THEM AS NECESSARY TO PREVENT ADVERSE IMPACTS TO WETLANDS AND/OR SURFACE WATERS.

30. THE EXISTING AMBIENT WATER QUALITY WITHIN OUTSTANDING FLORIDA WATERS SHALL NOT BE LOWERED AS A RESULT OF THE PROPOSED ACTIVITY, EXCEPT AS AUTHORIZED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER RULE 62-4.242(2) FAC.

31. ALL EXCESS LUMBER, SCRAP WOOD, TRASH, GARBAGE, ETC SHALL BE REMOVED FROM THE PROJECT AREA AND/OR SURFACE WATERS IMMEDIATELY.

32. THE PERMITTEE SHALL RESTORE ANY UNAUTHORIZED CONSERVATION EASEMENT, WETLAND AND/OR LITTORAL ZONE IMPACTS WITHIN THIRTY DAYS OF COMPLETION OF THE PROJECT. THE RESTORATION WILL BE DONE TO THE SATISFACTION OF EPD.

33. THIS PERMIT WILL EXPIRE ONE YEAR FROM ISSUANCE DATE.

34. OPERATION OF THE FACILITY SHALL NOT BECOME EFFECTIVE UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF THIS PERMIT.

35. PRIOR TO ANY FILLING WITHIN THE 100-YEAR FLOOD ZONE A FLOOD PLAIN PERMIT MUST BE OBTAINED FROM THE ORANGE COUNTY STORMWATER MANAGEMENT AUTHORIZING THE FILL.

36. ANY FUTURE REQUESTS FOR PERMIT TIME EXTENSIONS MAY BE APPROVED BY WAY OF THE CONSENT AGENDA, IF THERE ARE NO CHANGES.

**THE FOREGOING DECISION HAS BEEN FILED WITH ME THIS 15TH DAY OF JUNE 2009.**

DEPUTY CLERK
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

*Note: This document constitutes the final decision of the Board of County Commissioners on this matter. If, upon the Board's subsequent review and approval of its minutes, an error affecting this final decision is discovered, a corrected final decision will be prepared, filed, and distributed.*
jpb

ORANGE COUNTY GOVERNMENT FLORIDA

# Interoffice Memorandum

**COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT**

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 13 2010 CS/ES

**AGENDA ITEM**

June 23, 2010

TO: Mayor Richard T. Crotty
-AND-
Board of County Commissioners

FROM: Lori Cunniff, Manager
Environmental Protection Division

SUBJECT: July 13, 2010, Consent Item
Bigwater Partners LLC and R&K Investments LLC
Shoreline Alteration/Dredge and Fill Permit No. 08-052

On May 12, 2009, the Board of County Commissioners (BCC) approved Shoreline Alteration/Dredge and Fill Permit No. 08-052 for Bigwater Partners LLC and R&K Investments LLC (copy attached). The subject project site is the Signature Lake Phase 1D subdivision, located on the east and north shore area of Lake Hancock. A location map is attached. The approved permit authorized dredging of the lake bottom of Lake Hancock in order to provide open water access to residential lots for small watercraft use during low water periods.

Condition 36 of the BCC approval states, "Any future requests for permit time extensions may be approved by way of the Consent Agenda, if there are no changes." The applicant has requested a one-year extension to complete the proposed activities. There has been no change to the scope of work approved by the permit. To date, the applicant has not started the dredging project.

**ACTION REQUESTED:** **Approval of a one-year extension of Shoreline Alteration/ Dredge and Fill Permit No. 08-052 for Bigwater Partners LLC and R&K Investments LLC. District 1**

Attachments

c: Linda Weinberg, Deputy County Administrator
Melvin Pittman, Director, Community and Environmental Services Department
Joel Prinsell, Sr. Assistant County Attorney, Orange County Attorney's Office
John Lowndes, Assistant County Attorney, Orange County Attorney's Office

Orange County
Environmental Protection Division

# APPLICATION FOR PERMIT TRANSFER

RECEIVED
O.C. ENVIRONMENTAL PROTECTION DIVISION
2011 AUG 18 PM 1:32

**Mail/Deliver To:** Orange County Environmental Protection Division
800 Mercy Drive, Suite 4
Orlando, Florida 32808
(407) 836-1400, Fax (407) 836-1499

Permit Type: Shoreline Alteration Dredge & Fill
Permit Number 08-052
Permit Expiration Date: July 13, 2011

Current Permittee: Bigwater Partners, LLC
Mailing Address: 1951 NW 19th Street, Suite 200
City Boca Raton State FL Zip Code 33431
E-mail:
Telephone Number

The undersigned hereby notifies EPD of the sale, transfer, or legal transfer of this permit and further agrees to assign all obligations applicant/entity requesting permit transfer in the event that EPD agrees to the transfer of the permit.

Signature of current permittee: _____ Date: 8-18-11

Permit is requested to be transferred to: REDUS FL Properties, LLC
Mailing Address 3563 Phillips Highway, Suite 601E
City Jacksonville State FL Zip Code 32207
E-mail:
Telephone Number

The undersigned acknowledges that they have reviewed all of the permit documents, drawings, and conditions associated with the referenced permit. The undersigned further attests to being familiar with the permit, agrees to comply with the permit conditions. The undersigned also agrees to notify EPD of any futures changes in ownership or responsibility for the permitted activity or project.

Signature of Applicant (Transferee) _____ Date: 8/4/11

# AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) REDUS FL Properties, LLC c/o Anthony C. Martin, VP AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 23 SFR lots in Independence, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Bio-Tech Consulting, Inc., TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, _____, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 8/4/11 — Signature of Property Owner — Anthony C. Martin - VP REDUS FL Properties, LLC — Print Name Property Owner

Date: _____ — Signature of Property Owner — Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 4 day of August, 20 11 by Anthony C. Martin - VP REDUS FL Properties, LLC. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 4 day of August, in the year 2011.

SCOTT FERGERSON
MY COMMISSION #DD968471
EXPIRES: MAR 07 2014
(Notary Seal)
Bonded through 1st State Insurance

Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: 3/7/14

| Legal Description(s) or Parcel Identification Number(s) are required: |
|---|
| PARCEL ID #: |
| |
| |
| |
| LEGAL DESCRIPTION: See attached |
| |
| |
| |
| |

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Initially submitted on _____
Updated on _____
Project Name (as filed) _____
Case Number _____

## RELATIONSHIP DISCLOSURE FORM
## FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:**

Name: REDUS FL Properties, LLC

Business Address (Street/P.O. Box, City and Zip Code): 800 North Magnolia Avenue, Suite 704, Orlando, FL 32801

Business Phone (407) 649-5477

Facsimile (407) 649-5290

**INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:**

Name: —

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone ( ) _____

Facsimile ( ) _____

**INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name: —

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone ( ) _____

Facsimile ( ) _____

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES ___✓ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

___ YES ___✓ NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC? (When responding to this question please consider all consultants, attorneys, contractors/subcontractors and any other persons who may have been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with obtaining approval of this item.)**

___ YES ___✓ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

(Use additional sheets of paper if necessary)

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ Date: 8/4/11

Signature of ⌂Owner, ⌂Contract Purchaser or ⌂Authorized Agent

Print Name and Title of Person completing this form:
Anthony C. Martin

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 4 day of August, 2011 by Anthony C. Martin - VP. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 4 day of August, in the year 2011.

_____
Signature of Notary Public
Notary Public for the State of Florida

(Notary Seal)

SCOTT FERGERSON
MY COMMISSION #DD968471
EXPIRES: MAR 07, 2014
Bonded through 1st State Insurance

My Commission Expires:
3/7/14

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form:_____**
**This is a Subsequent Form:_____**

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
REDUS FL Properties, LLC 800 N. Magnolia Ave, Suite 704, Orlando, FL 32801

Name and Address of Principal's Authorized Agent, if applicable: _____

_____

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: Bio-tech Consulting, Inc. 2002 East Robinson Street, Orlando, FL 32803
   Are they registered Lobbyist? Yes __ or No ✓
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| — | — | — | — |
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| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL EXPENDED THIS REPORT | $ — |

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 8/4/11

Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
***(check appropriate box)***
**PRINT NAME AND TITLE:** Anthony C. Martin - VP

STATE OF FLORIDA :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this 4 day of August, 20 11 by Anthony C. Martin - VP. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 4 day of August, in the year 2011

(Notary Seal) SCOTT FERGERSON MY COMMISSION #DD968471 EXPIRES: MAR 07, 2014 Bonded through 1st State Insurance

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 3/7/14

Staff signature and date of receipt of form
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Men**
**COMMUNITY AND** **EPARTMENT**

# AGENDA ITEM

September 12, 2011

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

FROM: Lori Cunniff, Manager
Environmental Protection Division

SUBJECT: September 20, 2011, Consent Item
Approval of the Lake Holden Stormwater Alum Treatment Interlocal Agreement

The Environmental Protection Division (EPD) is requesting approval to renew the Lake Holden Stormwater Alum Treatment Interlocal Agreement (Agreement) between Orange County and the City of Orlando to replace the currently expired Agreement. The Lake Holden stormwater alum treatment system was constructed in the mid 1990's to provide for reduced stormwater pollution to Lake Holden from both areas of the City of Orlando and unincorporated Orange County. The treatment system facility is located at the intersection of 29th Street and West Michigan Street, north of Lake Holden (see attached map).

The Board of County Commissioners approved the original Agreement on September 26, 1995, and per the Agreement, the system was turned over to the City of Orlando on or about January 1997 for the ongoing operation and maintenance. The Agreement expired in January 2007. The terms of the new three-year Agreement are consistent with the previous Agreement, which includes the County retaining ownership of the facility and the City to continue to operate and maintain the facility. The City of Orlando executed the new Agreement on July 11, 2011.

The County Attorney's Office and Risk Management have reviewed this Agreement and support its approval. The residents and the Lake Holden Advisory Board have requested that the Board of County Commissioners, acting as the governing board for the Lake Holden Advisory Board, consider approving this Agreement as proposed.

**ACTION REQUESTED:** **Approval of Lake Holden Stormwater Alum Treatment Interlocal Agreement between the City of Orlando and Orange County. *District 4***

Attachments

c: Ajit Lalchandani, County Administrator
Raymond E. Hanson, P.E., Deputy County Administrator, Acting
Melvin Pittman, Director, Community and Environmental Services Department
Joel Prinsell, Deputy County Attorney, Orange County Attorney's Office
John Petrelli, Manager, Risk Management

# Lake Holden Alum Treatment System Location Map

( Corner of Michigan Street and 29th Street )



**THIS DOCUMENT PREPARED BY AND RETURN TO:**
Roy K. Payne
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
(407) 246-2295

# LAKE HOLDEN STORMWATER ALUM TREATMENT INTERLOCAL AGREEMENT

**THIS LAKE HOLDEN STORMWATER ALUM TREATMENT INTERLOCAL AGREEMENT** ("AGREEMENT") is made and entered into as of the Effective Date defined herein by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), whose mailing address is 400 S. Orange Ave., Orlando, FL, 32802, and **ORANGE COUNTY, FLORIDA**, a Charter County and political subdivision of the State of Florida ("COUNTY"), whose mailing address is P.O. Box 1393, Orlando, Florida 32802.

## WITNESSETH:

**WHEREAS,** this AGREEMENT is entered into under the authority of the Florida Interlocal Act of 1969, codified at Section 163.01, Florida Statutes; and

**WHEREAS**, COUNTY has authority to enter into agreements pursuant to Section 125.01, Florida Statutes (2010); and

**WHEREAS**, CITY has authority to enter to agreements pursuant to Section 166.021, Florida Statutes (2010); and

**WHEREAS**, on December 22, 1980, the Orange County Board of County Commissioners ("BOARD") adopted a resolution continuing and re-establishing the Lake Holden Municipal Service Taxing Unit ("MSTU") for purposes of general improvement, and enhancement of Lake Holden; and

**WHEREAS**, on October 30, 1995, the CITY and the COUNTY entered into an Interlocal Agreement setting forth responsibilities and obligations concerning the design, construction,



City Council Meeting: 12.11.11
Item: 106 Documentary: 1105111220

operation and maintenance of an alum injection treatment system, described more particularly on Exhibit "A" attached hereto and incorporated herein ("SYSTEM"), on property owned by the COUNTY (Parcel No. 03-23-29-0180-55-001), described more particularly on Exhibit "B" attached hereto and incorporated herein ("PROPERTY") to address urban stormwater pollution adversely affecting Lake Holden; and

**WHEREAS,** the SYSTEM was designed and constructed pursuant to Permit No. 42-095-1668IG ("PERMIT") issued by the St. Johns River Water Management District ("DISTRICT") on October 10, 1995 (all references to the PERMIT in this AGREEMENT shall include any subsequent modifications and amendments, as approved by the DISTRICT); and

**WHEREAS**, on or about October 30, 2005, the Interlocal Agreement expired; and

**WHEREAS**, presently, nearly one hundred percent (100%) of the stormwater treated by the SYSTEM originates from within the CITY's jurisdictional boundaries; and

**WHEREAS**, the CITY and the COUNTY desire to enter into this AGREEMENT under the terms and conditions as set forth below:

**NOW, THEREFORE**, in consideration of mutual benefits, obligations, covenants, terms, conditions and restrictions contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The CITY shall be responsible for the satisfactory maintenance and operation of the SYSTEM in its current configuration and design in accordance with the PERMIT at its sole cost and expense, including, but not limited to, routine SYSTEM inspection and maintenance, pump maintenance, calibration, repair and replacement, pipe repair and replacement. The CITY shall also provide the COUNTY with quarterly reports detailing the operation and maintenance activities conducted on the SYSTEM, including for repairs, replacement or upgrades.

2. The COUNTY shall continue to own the personal and real property which comprise the SYSTEM, except for any property currently owned by the CITY. The COUNTY shall be responsible for maintaining the PROPERTY and exterior structure housing the SYSTEM, including all mowing and building maintenance. As the owner of the PROPERTY, except and to the extent caused by the negligence or intentional misconduct of the CITY or the CITY's agents, the COUNTY shall be responsible for damage to the SYSTEM unrelated to mechanical breakdown or mechanical failure, including, but not limited to, damage to the SYSTEM caused by vandalism, weather events, other acts of god, force majeure events and acts

of third parties. This AGREEMENT does not create an ownership or possessory interest in the CITY of the SYSTEM or the PROPERTY.

3. CITY and COUNTY shall work together to secure all permits, approvals, and favorable regulatory actions as may be necessary for the continued operation and maintenance of the SYSTEM, including as may be necessary due to the SYSTEM becoming inoperative or for any upgrade, repair, or replacement. If the SYSTEM needs to be repaired, replaced, or made operative again as a result of mechanical failure or mechanical breakdown that is unrelated to vandalism, weather events, other acts of god, force majeure events and acts of third parties, the CITY shall do so within sixty (60) days from when the CITY had actual knowledge of the mechanical failure or mechanical breakdown, subject to the reasonable availability of parts necessary to repair the SYSTEM. CITY shall be solely responsible for the cost and expense of any repair or replacement, in an amount not to exceed fifty thousand dollars per year, beginning with the first year after the Effective Date of this Agreement, to make the SYSTEM operative again after mechanical failure or mechanical breakdown. However, if the cost of repair of the existing SYSTEM exceeds fifty thousand dollars during any one year term, representatives of the CITY and COUNTY shall then meet to discuss how to pay for or apportion the cost of the upgrade, repair, or replacement. It is expressly agreed that any and all improvements or upgrades to the SYSTEM shall become the sole and exclusive property of COUNTY upon their installation.

4. Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

5. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, each party acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of $100,000 per person and $200,000 per occurrence, or such limited sovereign immunity limits as set forth by the Florida Legislature. Each party

agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes. Upon request from a party, the other party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the parties agrees to find acceptable for the coverages mentioned above. A party's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the other party of its liability and obligations under this AGREEMENT.

6. Each party shall require all contractors performing work within the PROPERTY or upon the SYSTEM to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Both parties shall be listed as additional insureds on all general liability policies of all such contractors.

7. CITY and COUNTY shall comply with, and shall require its contractor(s) to comply with, all applicable provisions of federal, state, and local laws, statutes, codes, ordinances, rules and regulations.

8. CITY shall maintain separate books and records of accounting in accordance with generally accepted governmental accounting procedures, principles, and practices which sufficiently and properly reflect all reviews and expenditures of funds provided for under this AGREEMENT.

9. This AGREEMENT is entered into solely for the benefit of the parties hereto. There are no third-party beneficiaries and no privity is established hereby between the COUNTY and any agent, consultant, contractor (or its subcontractors) engaged by the CITY in relation to the SYSTEM or between the CITY and any agent, consultant, contractor (or its subcontractors ) engaged by the COUNTY in relation to the SYSTEM. This AGREEMENT shall not be assignable.

10. Unless terminated earlier as provided herein, the term of this AGREEMENT shall be for a period of three (3) years beginning on the Effective Date as defined herein. This AGREEMENT may be renewable for additional consecutive three (3) year terms upon written approval by both parties.

11. This AGREEMENT may be terminated at any time and for any reason, by either party upon fifteen (15) days advance written notice to the other party. Section 4 of this AGREEMENT shall survive any such termination.

12. This AGREEMENT constitutes the complete understanding of the parties as to the matters set out herein and there are no other agreements or understandings between the parties except as above.

13. This AGREEMENT may be amended only by express written instrument approved by the City Council and the BOARD, and executed by the authorized officers of each party.

14. Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows:

| | |
|---|---|
| If to the CITY: | Chief Administrative Officer<br>City of Orlando<br>400 S. Orange Ave.<br>Orlando, Florida 32801<br>Facsimile: 407-246-3342 |
| If to the COUNTY: | Manager, Environmental Protection Division<br>800 Mercy Drive, Suite 4<br>Orlando, Florida 32808<br>Facsimile: (407) 836-1499 |
| With a copy to: | County Attorney<br>Orange County Administration Center<br>201 South Rosalind Avenue<br>Orlando, Florida 32801<br>Facsimile: 407-836-5888 |

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to

the other party in the manner provided in this section.

15. As required by Section 163.01(11), Florida Statutes, this AGREEMENT shall be recorded in the Official Records of Orange County, Florida upon execution by both parties, and shall take effect upon the date of recording (the "Effective Date.")

16. The parties shall use reasonable diligence to complete the obligations set forth herein but shall not be liable to each other, or their successors or assigns for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract or otherwise for failure, suspension, demolition or other variations of services occasioned by acts of God or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes or failure or breakdown of transmission or other facilities.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates written below.

**CITY OF ORLANDO**

By: Patty Sheehan
Mayor/Mayor Pro Tem

Date: 7/12/, 2011

ATTEST: Alana Brenner
Alana Brenner, City Clerk

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

7/29/, 2011

Chief ~~Assistant City~~ Attorney
Orlando, Florida

**(NOTARY NEXT PAGE)**

STATE OF FLORIDA )
COUNTY OF ORANGE )

PERSONALLY APPEARED before me, the undersigned authority, Patty Sheehan and Alana Brenner, personally known to me, and known by me to be the Mayor and City Clerk, respectively, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando, Florida, as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 21 day of July, 2011.

Carolyn A Skuta
NOTARY PUBLIC
Print Name: Carolyn A Skuta
My Commission Expires: _____

NOTARY PUBLIC-STATE OF FLORIDA
Carolyn A. Skuta
Commission # DD862244
Expires: APR. 04, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

**ORANGE COUNTY, FLORIDA**
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____, 2011

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

By: _____
Deputy Clerk
Print Name: _____

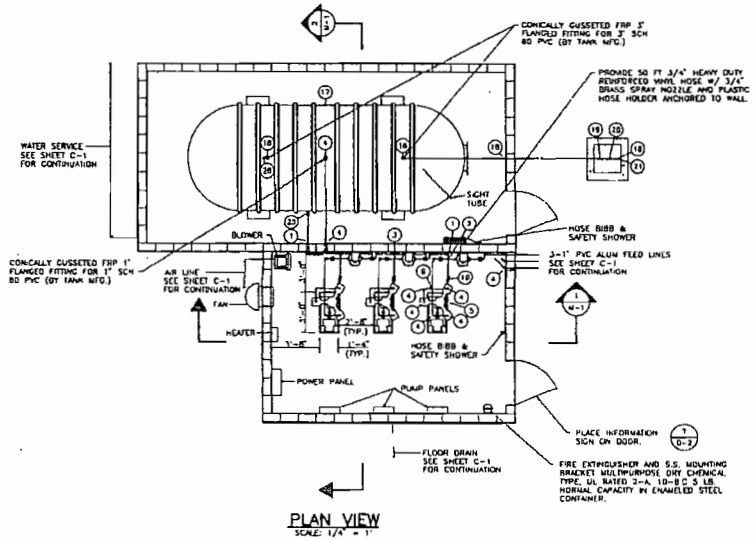
**EXHIBIT "B"**

**Property Appraiser's Parcel Identification Number:**

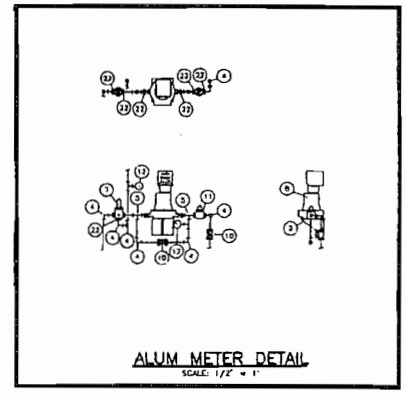
**03-23-29-0180-55-001**

SAID TRACT ALSO DESCRIBED AS FOLLOWS:

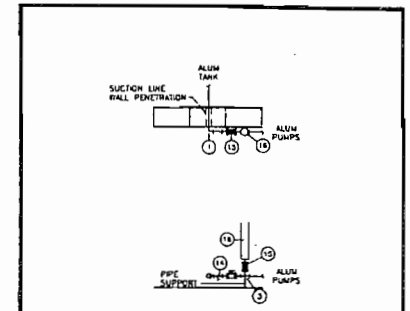
That certain tract of land lying East of Lot 13 Block 55 of Angebilt Addition Subdivision recorded in Plat Book H, Page 79 and lying Southwesterly of Michigan Street per Official Records Book 2137, Page 132 and Road Book 1, Page 130 and Northerly of 29th Street as constructed, according to the Public Records of Orange County, Florida.




PLAN VIEW
SCALE: 1/4" = 1'



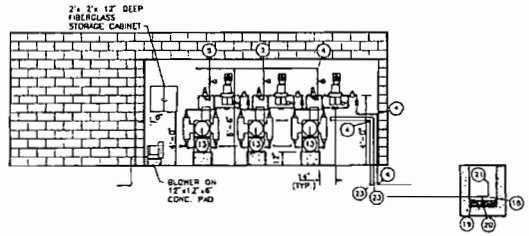
ALUM METER DETAIL
SCALE: 1/2" = 1'



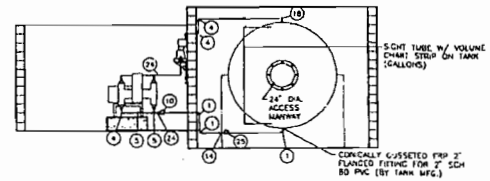

CALIBRATION CHAMBER DETAIL
SCALE: 1/2" = 1'

FITTING SCHEDULE

| REF. NO. | DESCRIPTION | QUAN. |
|---|---|---|
| (1) | 2" PVC 90° BEND | 3 |
| (2) | 2"x1" PVC REDUCER | 2 |
| (3) | 2"x2"x1" PVC TEE | 3 |
| (4) | 1" PVC 90° BEND | 54 |
| (5) | 1" PVC TEE | 14 |
| (6) | 1" PVC CROSS | 3 |
| (7) | 1" PVC PRESSURE RELIEF VALVE | 3 |
| (8) | ALUM METER W/ ELECTRONIC REGISTER | 3 |
| (9) | S.S. ALUM METER SUPPORT | 3 |
| (10) | 1" PVC TRUE UNION BALL VALVE | 11 |
| (11) | 1" PVC BACKPRESSURE VALVE | 3 |
| (12) | 1" PVC TEE W/ PRESSURE GAUGE & GAUGE PROTECTOR | 6 |
| (13) | ALUM PUMP W/ S.S. SUPPORT | 3 |
| (14) | 2" PVC Y-STRAINER | 2 |
| (15) | 2" PVC TRUE UNION BALL VALVE | 1 |
| (16) | 4000cc CALIBRATION CHAMBER | 1 |
| (17) | 6000 gal. FRP TANK | 1 |
| (18) | 3" PVC 90° BEND | 5 |
| (19) | 3" PVC CHECK VALVE | 1 |
| (20) | 3" 316 S.S. BALL VALVE | 1 |
| (21) | 3" MALE 316 S.S. CAMLOCK CONNECTOR W/ CAP | 1 |
| (22) | 1" PVC TRUE UNION (PROVIDE PLUG NOT TO BE INSTALLED) | 21 |
| (23) | 1" PVC 45° BEND | 2 |
| (24) | 1" PVC TRUE UNION (PROVIDE PLUG NOT TO BE INSTALLED) | 8 |
| (25) | 2" 316 S.S. BALL VALVE | 1 |
| (26) | 3" PVC 90° BEND W/ INSECT SCREEN | 1 |




SECTION 1 / M-1
SCALE: 1/4" = 1'




SECTION 2 / M-1
SCALE: 1/4" = 1'

NOTES

1. ALL PIPING SHALL BE SECURELY FASTENED TO BUILDING WALLS USING PIPE CLAMPS.
2. ALL PIPING AND FITTINGS SHALL BE GRAY SCH 80 PVC.
3. S.S. ALUM PUMP SUPPORT SHALL BE SECURELY FASTENED TO CONCRETE PUMP PAD USING S.S. FASTENERS.
4. CONCRETE PADS, TO HAVE #4 BARS @ 12" O.C. BOTH WAYS.
5. ALL EXTERIOR PIPING IN THE TANK AREA SHALL BE WRAPPED WITH 1" PIPE INSULATION WITH PLASTIC TIES AT 12" SPACING.
6. THE INSIDE WALLS OF THE PUMP BUILDING SHALL BE COATED WITH 2 COATS OF TNEMEC SERIES 66 H-BUILD EPOXYLINE OR APPROVED EQUAL. SURFACE PREPARATION AND COATING APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. THE FLOOR SHALL BE COATED WITH 3 COATS OF THE SAME MATERIAL. SAND SHALL BE BROADCAST IN THE WET 2ND. COAT. THE EXTERIOR WALLS OF THE PUMP BUILDING SHALL BE COATED WITH 2 COATS OF AN ACRYLIC LATEX COATING WITH ULTRAVIOLET INHIBITORS. ALL COLORS TO BE SELECTED BY OWNER DURING SHOP DRAWING REVIEW.
7. ALL PIPING SHALL BE LABELLED WITH RED PRE-PRINTED LABELS INDICATING TYPE OF LINE (i.e. ALUM SUCTION, ALUM DISCHARGE, ALUM RETURN) AND DIRECTION OF FLOW.

| | | | | | |
|---|---|---|---|---|---|
| DESIGNED BY: J. L. HERR | REV. | DATE | DESCRIPTION | APP'D BY | |
| DRAWN BY: L. E. HEIGHT | | | | | |
| CHECKED BY: J. L. HERR | | | | | |
| APPROVED BY: H. H. HARPER | | | | | |
| DATE: APRIL 1995 SCALE: AS SHOWN | | | | | |

ERD
ENVIRONMENTAL RESEARCH AND DESIGN, INC.

LAKE HOLDEN
ALUM STORMWATER TREATMENT SYSTEM
FOR
ORANGE COUNTY
ORANGE COUNTY, FLORIDA

BUILDING PIPING PLAN

JUL 26 1995

JEFFREY L. HERR, P.E.
REGISTERED ENGINEER NO. 39621
STATE OF FLORIDA

PROJECT No. 94-028

M-1

SHEET 7 OF 13

EXHIBIT "A"

APPROVED BY THE BOARD OF
COMMISSIONERS AT ITS MEETING
SEP 26 1995 CS/ala

# INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 30 day of October, 1995, by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "CITY"), and **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

WHEREAS, Lake Holden (hereinafter referred to as the "LAKE") is a lake in Orange County, Florida, and has suffered serious deleterious effects from a number of sources such as, but not limited to, urban stormwater pollution; and

WHEREAS, a portion of the LAKE's pollution comes from or originates on property located within the corporate limits of the CITY; and

WHEREAS, the COUNTY has studied the problem and possible solutions and has proposed the construction of a treatment system which will address the pollution in the LAKE (hereinafter referred to as the "Project"); and

WHEREAS, the CITY and the COUNTY are both desirous of working together so as to solve the LAKE's problem; and

WHEREAS, the CITY and COUNTY have negotiated the terms for the design, construction, and operation and maintenance of said treatment system.

NOW, THEREFORE, the parties agree as follows:

1. The COUNTY shall be responsible for implementing and financing the study, design, permitting and construction of the Project and any operation and maintenance required for those aspects not assumed by the CITY. The CITY will not be required to pay any capital costs of the construction of the Project as herein defined. The CITY shall have the right to approve in advance the design of the Project so as to be compatible with the maintenance capabilities of the CITY.

2. The CITY shall be responsible for the maintenance and operation of the Alum Injection System (hereinafter referred to as the "SYSTEM") currently anticipated to be constructed and the expense(s) of same except as set out herein. This responsibility shall start one year after successful operation of the SYSTEM by the engineering design firm has been accomplished and the SYSTEM has been turned over to and accepted by the COUNTY. Any warranties, instruction manuals, spare parts and supplies shall be provided to CITY at that time. Maintenance and operation by the CITY shall continue for ten (10) years from turnover and will include all repairs, replacement parts, supplies (including alum), utilities and other labor needed to maintain the design parameters of the SYSTEM, but does not include other aspects of the Project.

City Council Meeting: 10-30-95
Item: 4-C Documentary: 28549

3. The CITY shall provide the COUNTY with a semi-annual report setting out the operation and maintenance activities conducted on the SYSTEM.

4. In the event the SYSTEM as herein defined is not implemented, the CITY agrees to participate financially in an alternative stormwater treatment project for the LAKE providing the same stormwater service as the proposed SYSTEM. The financial participation by the CITY shall not exceed that currently projected for the SYSTEM by the CITY (that is, $120,000.00), and CITY shall have the right of prior approval of any proposed technology.

5. COUNTY shall maintain (or have maintained) all book and records for the Project for a period of at least three (3) years after its completion and shall make those available to CITY for inspection during normal business hours after reasonable notice to review same.

6. The COUNTY agrees to allow the CITY to continue its stormwater discharge into LAKE as a result of this Interlocal Agreement. This shall include not only the current rate of discharge but also any further increases that may reasonably result from any new construction or expansion in the area(s) that contribute stormwater to the LAKE. This covenant shall survive the expiration of this Interlocal Agreement.

7. The CITY and COUNTY agree to work together to secure all necessary permits, approvals, and favorable regulatory actions necessary for the construction and operation of the Project. Ownership of all property necessary for the Project, including real and personal property shall be in the name of the COUNTY, except for any property currently owned by the CITY.

8. To the extent allowable by law, the CITY and COUNTY agree to indemnify each other for any actions or inactions which result in any liability, expenses, costs and attorneys' fees, including costs and attorneys' fees on appeal, resulting in any way from the construction and operation and maintenance on this Project.

9. This Interlocal Agreement is entered into solely for the benefit of the signing parties and there are no other beneficiaries intended.

10. The term of this Interlocal Agreement shall be no longer than 10 years from the date of turnover of the SYSTEM to the CITY, and the parties agree to reexamine the environmental factors and status present at that time.

11. This Interlocal Agreement constitutes the complete understanding of the parties as to the matters set out herein and there are no other agreements or understandings between the parties except as above.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the day and year first above written.

CITY OF ORLANDO, FLORIDA

Betty T. Wyman
Mayor Pro Tem

(SEAL)

ATTEST:

Grace A. Chewning
Grace A. Chewning, City Clerk

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

Oct. 30, 1995.

Robert D. Hamilton
Assistant City Attorney
Orlando, Florida

STATE OF FLORIDA }

COUNTY OF ORANGE }

PERSONALLY APPEARED before me, the undersigned authority, Betty T. Wyman, and Grace A. Chewning, personally known to me, and known by me to be the Mayor Pro tem and City Clerk, respectively, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando, Florida, as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 30 day of October, 1995.

Fay W. Craig
NOTARY PUBLIC
Print Name: FAY W. CRAIG
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
FAY W. CRAIG
COMMISSION NUMBER

ORANGE COUNTY, FLORIDA

BY: Bill Donegan
for Ake Chairman, Board of
County Commissioners

Print Name: BILL DONEGAN

Date: SEP 26 1995

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

BY: Rosilyn M. Stapleton
Deputy Clerk

Print Name: Rosilyn M. Stapleton

APPROVED AS TO FORM ~~AND LEGALITY~~
for the use and reliance of Orange
County, Florida, only.

Aug 31, 1995.

Alison Yurko
Assistant County Attorney
Orange County, Florida

STATE OF FLORIDA }

COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me by Bill Donegan, and Rosilyn M. Stapleton as the Chairman, and ~~Clerk~~/Deputy Clerk, respectively, of the **BOARD OF COUNTY COMMISSIONERS**, personally known to me, and known by me to be the persons described in and who executed the foregoing instrument, and who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 28th day of September, 1995.

Trisha M. Grennell
NOTARY PUBLIC
Print Name: TRISHA M. GRENNELL
My Commission Expires:
September 16, 1997

TRISHA M. GRENNELL
MY COMMISSION # CC316626 EXPIRES
September 16, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

0758.R00
08/30/95

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memo** I. CONSENT AGENDA
**COMMUNITY AND E** COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT **ARTMENT**
3

# AGENDA ITEM

September 12, 2011

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

FROM: Lori Cunniff, Manager
Environmental Protection Division

**CONTACT PERSONS:** **Jodi Dittell, Environmental Program Supervisor**
PHONE NUMBER: (407) 836-1419

SUBJECT: September 20, 2011, Consent Item
U.S. Department of Energy Assistance Agreement Award
No. DE-EE0003582

Orange County is the recipient of a grant, in the amount of $300,000, from the U.S. Department of Energy relating to Fiscal Year 2010 Congressional District Projects funding. The overall objective of this project is to implement projects supporting the use and understanding of renewable energy and energy efficiency. The project will be two-fold: first, Orange County will support the use of renewable energy and energy conservation by constructing and installing two covered photovoltaic electric vehicle (PV EV) charging stations at the Orange County Convention Center (OCCC); second, renewable energy education will be accomplished through the continued support, as well as expansion of the education outreach efforts of the Climate Change Education Center (CCEC). The CCEC, which is located in the OCCC, provides citizens from all over the world information regarding greenhouse gas emission reduction strategies, solar energy, electric vehicles, other renewable energy technologies, and energy efficiency. The growth of the CCEC will include focusing on two educational subsectors. The first sector will focus on an apprenticeship with university students. The second sector will educate hospitality industry students through seminars and other means on sustainable best practices.

As part of the Assistance Agreement, a 50% cost share match of the PV EV charging stations is required. Cost share will be provided by the OCCC in the amount of $45,000 through the Downtown Orange County budget. The projects support both a more sustainable community and help further Orange County in becoming a green destination. Staff is also requesting that the Environmental Protection Division Manager be granted approval to sign any future adjustments to the agreement that do not contain substantive changes or require additional County funding.

The Assistance Agreement was reviewed and approved as to form by the County Attorney's Office.

**ACTION REQUESTED:** **Approval of Assistance Agreement Award No. DE-EE0003582 between Orange County and the U.S. Department of Energy in the amount of $300,000, relating to the installation of two photovoltaic electric vehicle charging stations at the Orange County Convention Center and expansion of educational programming at the Climate Change Education Center; and approval for the Environmental Protection Division Manager to sign any funding adjustments to the agreement that do not contain substantive changes or require additional County funding. District 6**

JD/LC:rb

Attachments

c: Ray Hanson, P.E., Deputy County Administrator, Acting
Tom Ackert, Executive Director, Orange County Convention Center
Melvin Pittman, Director, Community and Environmental Services Department
Joel D. Prinsell, Deputy County Attorney, Orange County Attorney's Office

## ASSISTANCE AGREEMENT

| 1. Award No. | 2. Modification No. | 3. Effective Date | 4. CFDA No. |
|---|---|---|---|
| DE-EE0003582 | | 07/01/2011 | 81.087 |

| 5. Awarded To | 6. Sponsoring Office | 7. Period of Performance |
|---|---|---|
| ORANGE, COUNTY OF<br>Attn: PATRIA MORALES<br>201 SOUTH ROSALIND AVENUE<br>ORLANDO FL 328021393 | Golden Field Office<br>U.S. Department of Energy<br>Golden Field Office<br>1617 Cole Blvd.<br>Golden CO 80401 | 07/01/2011<br>through<br>06/30/2013 |

| 8. Type of Agreement | 9. Authority | 10. Purchase Request or Funding Document No. |
|---|---|---|
| [X] Grant<br>[ ] Cooperative Agreement<br>[ ] Other | 109-58 Energy Policy Act (2005) | 11EE004523 |

| 11. Remittance Address | 12. Total Amount | 13. Funds Obligated |
|---|---|---|
| ORANGE, COUNTY OF<br>Attn: PATRIA MORALES<br>201 SOUTH ROSALIND AVENUE<br>ORLANDO FL 328021393 | Govt. Share: $300,000.00<br>Cost Share : $44,992.00<br>Total : $344,992.00 | This action: $300,000.00<br>Total : $300,000.00 |

| 14. Principal Investigator | 15. Program Manager | 16. Administrator |
|---|---|---|
| Jodi Dittell<br>Phone: 407-836-1419 | Holly P. Thomas<br>Phone: 303-275-4818 | Golden Field Office<br>U.S. Department of Energy<br>Golden Field Office<br>1617 Cole Blvd.<br>Golden CO 80401-3393 |

| 17. Submit Payment Requests To | 18. Paying Office | 19. Submit Reports To |
|---|---|---|
| | OR for Golden<br>U.S. Department of Energy<br>Oak Ridge Financial Service Center<br>P.O. Box 4517<br>Oak Ridge TN 37831 | See Attachment 3 |

20. Accounting and Appropriation Data

Grants and Agreements

21. Research Title and/or Description of Project

PHOTOVOLTAIC PROJECT & EDUCATIONAL COMPONENT

| For the Recipient | | For the United States of America | |
|---|---|---|---|
| 22. Signature of Person Authorized to Sign | | 25. Signature of Grants/Agreements Officer | |
| | | Signature on File | |
| 23. Name and Title | 24. Date Signed | 26. Name of Officer | 27. Date Signed |
| | | Michael A. Schledorn | 08/23/2011 |

| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED<br>DE-EE0003582 | PAGE 2 OF 2 |
|---|---|---|

NAME OF OFFEROR OR CONTRACTOR
ORANGE, COUNTY OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | DUNS Number: 064797251<br>In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions.<br><br>DOE Award Administrator: Christina Raines<br>E-mail: christina.raines@go.doe.gov<br>Phone: 303-275-4900<br><br>DOE Project Officer: Holly Thomas<br>E-mail: holly.thomas@go.doe.gov<br>Phone: 303-275-4818<br><br>Recipient Business Officer: Hildegardis Melendez<br>E-mail: hildegardis.melendez@occompt.com<br>Phone: 407-836-5707<br><br>Recipient Principal Investigator: Jodi Dittell<br>E-mail: jodi.dittell@ocfl.net<br>Phone: 407-836-1419<br><br>"Electronic signature or signatures as used in this document means a method of signing an electronic message that--<br>(A) Identifies and authenticates a particular person as the source of the electronic message;<br>(B) Indicates such person's approval of the information contained in the electronic message; and,<br>(C) Submission via FedConnect constitutes electronically signed documents."<br>ASAP: Yes Extent Competed: NOT COMPETED<br>Davis-Bacon Act: NO<br>Fund: 05458 Appr Year: 2010 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005469 Project: 0000000 WFO: 0000000 Local Use: 0000000 | | | | |

# SPECIAL TERMS AND CONDITIONS

## Table of Contents


| Number | Subject | Page |
|---|---|---|
| 1. | RESOLUTION OF CONFLICTING CONDITIONS | 2 |
| 2. | AWARD AGREEMENT TERMS AND CONDITIONS | 2 |
| 3. | ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS | 2 |
| 4. | AWARD PROJECT PERIOD AND BUDGET PERIOD | 2 |
| 5. | PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM | 2 |
| 6. | COST SHARING | 3 |
| 7. | REIMBURSABLE INDIRECT COSTS - CEILING ON INDIRECT COSTS | 4 |
| 8. | FINAL INCURRED COST AUDIT | 4 |
| 9. | STATEMENT OF FEDERAL STEWARDSHIP | 4 |
| 10. | SITE VISITS | 5 |
| 11. | REPORTING REQUIREMENTS | 5 |
| 12. | PUBLICATIONS | 5 |
| 13. | FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS | 6 |
| 14. | INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION | 6 |
| 15. | LOBBYING RESTRICTIONS | 6 |
| 16. | NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS | 7 |
| 17. | REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION | 7 |
| 18. | CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS | 10 |
| 19. | NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS | 12 |
| 20. | SUBCONTRACT APPROVALS | 12 |

## 1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

## 2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement Cover Page, plus the following:

a. Special Terms and Conditions.
b. Attachments:

| Attachment Number | Title |
|---|---|
| 1. | Intellectual Property Provisions |
| 2. | Statement of Project Objectives |
| 3. | Federal Assistance Reporting Checklist and Instructions |
| 4. | Budget Pages (SF 424A) |

c. Applicable program regulations.
d. DOE Assistance Regulations, 10 CFR Part 600 at http://ecfr.gpoaccess.gov.
e. Application/proposal as approved by DOE.
f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

## 3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

## 4. AWARD PROJECT PERIOD AND BUDGET PERIOD

The Project Period and Budget Period for this award is 07/01/2011 through 06/30/2013.

## 5. PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

a. Method of Payment. Payment will be made by reimbursement through the Department of Treasury's ASAP system.

b. Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be

limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

e. Supporting Documents for Agency Approval of Payments. Because the Special Terms and Conditions contain provisions with conditions on the Recipient's activities, DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for your award, the ASAP system will indicate that Agency approval is required when you submit a request for payment. The DOE payment authorizing official may request additional information from the Recipient to justify the payment requests prior to release of funds, as deemed necessary. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

## 6. COST SHARING

a. Total Estimated Project Cost is the sum of the Federal Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting Federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

| Budget Period | DOE Cost Share $ / % | Recipient Cost Share $ / % | Total Estimated Costs |
|---|---|---|---|
| 1 | $300,000 / 87% | $44,992 / 13% | $344,992 / 100% |
| Total Project | $300,000 / 87% | $44,992 / 13% | $344,992 / 100% |

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a. of this term, you should immediately provide written notification to the DOE Award Administrator, indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE. Such records are subject to audit.

d. Failure to provide the cost sharing required by this term may result in the subsequent recovery by DOE of some or all the funds provided under the award.

## 7. REIMBURSABLE INDIRECT COSTS - CEILING ON INDIRECT COSTS

a. If actual allowable indirect charges are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (*i.e.*, direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

c. The budget for this award includes indirect charges, but does not include fringe benefits. Therefore, fringe benefit costs shall not be charged to nor shall reimbursement be requested for this project nor shall the fringe benefit costs for this project be allocated to any other federally sponsored project. In addition, fringe benefit costs shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subrecipients' fringe benefits costs.

d. The Recipient shall not be reimbursed on this project for any final indirect costs that are in excess of the following designated indirect rate ceilings or specific amounts. In addition, the Recipient shall neither count costs in excess of the application of the rate ceilings or specific amounts as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer. This restriction does not apply to subrecipients' indirect costs.

Indirect costs shall not exceed $27,484.

## 8. FINAL INCURRED COST AUDIT

In accordance with 10 CFR 600, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

## 9. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or

temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

## 10. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## 11. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

## 12. PUBLICATIONS

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment*: "This material is based upon work supported by the Department of Energy [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

*Disclaimer*: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## 13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## 14. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced in the Assistance Agreement Cover Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator identified and the Patent Counsel designated as the service provider for the DOE office that issued the award.

The Patent Counsel for the Golden Field Office is Julia Moody, who may be reached at julia.moody@go.doe.gov or 303-275-4867.

## 15. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## 16. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

## 17. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

i. The total Federal funding authorized to date under this award is $25,000 or more;

ii. In the preceding fiscal year, you received;

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at http://www.ccr.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if;

i. In the subrecipient's preceding fiscal year, the subrecipient received;

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the

subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards and;

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe:

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

iii. A subaward may be provided through any legal agreement, including an

agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

## 18. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to

carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

## 19. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

For this award, DOE has made a final NEPA determination for all activities under this award that are listed in the Statement of Project Objectives (SOPO) formally approved by DOE through incorporation into and attached to the award. You (Recipient) may proceed with the activities as described in the SOPO. This NEPA determination is specific to the project as described in the SOPO formally approved by DOE through incorporation into and attached to the award.

***If you later add to or modify the activities*** in the above-referenced SOPO, you must submit the revised SOPO to the DOE Project Officer. Those additions or modifications are subject to review by the NEPA Compliance Officer and approval by the DOE's Contracting Officer. Recipients are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final NEPA determination. Any new activities or modification of activities is subject to additional NEPA review and is not authorized for federal funding until DOE provides a NEPA determination on those additions or modifications. DOE may require the Recipient to submit additional information to support a revised NEPA determination. Should you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA determination, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

## 20. SUBCONTRACT APPROVALS

a. At Risk Notice: The Recipient must obtain written approval by the Contracting Officer for reimbursement of costs associated with subcontractors/activities listed in paragraph b. below. The Recipient must provide sufficient backup for the tasks below, which may include vendor quotes, budget information and budget justifications. No funds shall be expended on the subcontracts supporting the tasks identified in paragraph b. below unless DOE approval is provided. DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient or subcontractor for these tasks, until approval is provided in writing by the Contracting Officer.

b. Contracting Officer approval as set out above is requested for the following:

| Task # | Subcontractors and Activity | Total Amount ($) |
|---|---|---|
| 1 | TBD - Design and Construction of 2 PV electric charging stations | $85,862 |
| 2 | TBD - Website updating and maintenance | $34,000 |
| 2 | TBD – Teach verification and qualification of buildings for EnergyStar certification to university students | $60,000 |

The DOE Contracting Officer may require additional information concerning these tasks prior to providing written approval.

c. Upon written approval by the Contracting Officer, the Recipient may then receive payment for the tasks identified in paragraph b. above for allowable costs incurred, or DOE will recognize costs incurred toward cost share requirements, if any, in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

**Intellectual Property Provisions (NRD-1003)**
**Nonresearch and Development**

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) DOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

# STATEMENT OF PROJECT OBJECTIVES

Orange, County of
Photovoltaic Project & Educational Component

## A. PROJECT OBJECTIVES

The overall objective of this project is to implement projects supporting the use and understanding of renewable energy. Orange County will support the use of renewable energy and energy conservation by constructing and installing 2 photovoltaic (PV) electric vehicle (EV) charging stations at the Orange County Convention Center (OCCC). Education about renewable energy will be accomplished through the continued support as well as expansion of the Climate Change Education Center (CCEC). The CCEC, which is located in the OCCC, provides citizens from all over the world information regarding greenhouse gas (GHG) emission reduction strategies, solar energy, electric vehicles, other renewable energy technologies and energy efficiency. The growth of the CCEC will include focusing on 2 educational subsectors. The first sector will focus on an apprenticeship with university students. The second sector will educate hospitality students on sustainable practices.

## B. PROJECT SCOPE

The project's objective will be accomplished in two separate tasks. The first task includes the installation of two covered PV EV charging stations, totaling about 5.6-kilowatts. The systems will be designed to shelter two parking spaces each for EVs. The EV charging stations will be "dual-charging" stations, meaning the units consist of two types of charging systems (100volt and 240volt). The system will be part of a county-wide goal of promoting implementation of renewable energy technologies as well as support the Solar City grant and the ChargePoint America Program.

The second component is the continuation and expansion of the CCEC's educational focus. The main goal of the CCEC is to inform and educate the commercial and residential sectors of the environmental, health, and economic benefits of renewable energy and energy efficiency, as well as exemplify ways to reduce GHG emissions.

The Central Florida economy is largely dependent on the hospitality industry. With large corporations such as Walt Disney World, Universal Studios, Ritz Carlton, Darden Restaurants, and the nation's second largest convention center, the OCCC, Central Florida is an ideal training ground for students focused on the hospitality industry. With over 42 million visitors each year, 120,000 hotel rooms, 4,000 restaurants, and 75 theme parks and attractions, the local hospitality industry provides a wealth of opportunity to reduce GHG emissions through building energy efficiency and renewable energy. To introduce energy efficiency and renewable energy concepts to the hospitality industry, we have partnered with a hospitality college that will hold seminars to educate students in sustainability best practices that would be expected to influence the industry as a whole as students take jobs around the United States and other parts of the world.

## C. TASKS TO BE PERFORMED

### Task 1.0 Request for Proposals, Design, Construction, and Demonstration

The purpose of this task is to facilitate Orange County in the process of completing a Request for Proposals (RFP) for the design, construction, and demonstration of a solar-powered electric vehicle (EV) charging station. Task 1 activities include issuance of a competitive RFP, project scope, technical specifications, selection criteria, public solicitation, evaluation, and award for two covered PV EV charging stations. The requirements will be for systems designed to shelter two parking spaces each for EVs. The EV charging stations will be "dual-charging" stations, meaning the units consist of two types of charging systems (100volt and 240volt). The technical specifications for the PV system will be developed with the assistance of the Florida Solar Energy Center (FSEC), to ensure state-of-the-art technology, timely research, and compliance with all state regulations. The RFP will require a scope of work that will include the final engineering design, permitting, and construction of both PV systems, interconnection of the new PV systems to an electrical distribution system, and real-time monitoring and data collection. The results of this task will be the completion of the charging stations.

Milestone 1.1 Selection Criteria and process determined and review panel selected.
Milestone 1.2 RFP Issued.
Milestone 1.3 Selection made.
Milestone 1.4 Construction Complete.

Deliverable 1.1 Copy of the Selection Criteria.
Deliverable 1.2 Copy of the RFP.
Deliverable 1.3 Notification of selection.
Deliverable 1.4 Notification of completion.

### Task 2.0 Climate Change Education Center and Other Outreach Activities

The purpose of this task is to continue the outreach and educational efforts at the CCEC. As part of this task, the CCEC will be upgraded with some permanent displays with an emphasis on hands on learning about energy efficiency and renewable energy that will be engaging for visitors of all ages. The permanent displays will provide the framework for an encounter with key technologies and concepts that will be augmented by rotating display spaces for companies that manufacture various green products to help illustrate the concepts. Additionally, the CCEC will highlight a number of energy efficiency and renewable energy projects implemented at the OCCC and Downtown Orange County that visitors can observe both virtually and in person during their stay. In this way, the OCCC will provide a living laboratory for green energy exploration.

To aid in the efforts of the CCEC, a website is currently being developed. In addition to the CCEC, the website will also focus on: CleanTech, Solar Cities, Vehicle Electrification, and the Central Florida Energy Efficiency Alliance (an organization that promotes energy efficiency and sustainability for buildings in the commercial and governmental sectors). Additional outreach efforts will include television/video programming to promote GHG reduction strategies, photovoltaics, alternative fuel vehicles, and other renewable energy technologies as well as promoting the education center as a family attraction with things such as a hands-on display for children. Collateral marketing efforts by the OCCC will also target conventions and tradeshows in renewable energy and green building industries. The results of this task will be the continuation of educating the public on energy efficiency and renewable energy practices. These will be accomplished in the following subtasks.

Sub-task 2.1 Expand the CCEC's Educational Outreach Efforts

The expansion will include:

- Addition of interactive educational displays in the CCEC. Examples of displays may include energy usage in light bulbs, white roofs, how solar works, and other energy efficient or renewable energy displays.
- Expansion of the CCEC educational outreach, including but not limited to, website updates and printed information materials pertaining to Energy Efficiency and Renewable Energy activities. Information will be distributed to residential and commercial sectors, as well as municipalities and schools.

Sub-task 2.2 Outreach Activities

- Further expand the training of students as Energy Specialists through the utilization of a Professional Engineer or Registered Architect to teach how to verify and qualify buildings for ENERGY STAR certification. Through the hands-on training, the student will learn the aspects of certifying an ENERGY STAR building.
- Hold about six seminars to train students enrolled in the School of Hospitality Management at the University of Central Florida about sustainability best practices. It is anticipated that this training would ultimately influence the industry as a whole as students take jobs around the U.S. and other parts of the world. Up to six seminars will focus on sustainable practices such as energy efficiency, waste reduction, water conservation, renewable energy, and energy conservation.

| | |
|---|---|
| Milestone 2.1, Subtask 2.1 | Website implemented. |
| Milestone 2.2, Subtask 2.1 | Informational materials prepared, printed, and distributed. |
| Milestone 2.3, Subtask 2.2 | Training class schedule completed, instructor determined, and curriculum established. |
| Deliverable 2.1, Subtask 2.1 | Deliver samples of materials to be distributed; deliver website links for DOE review; summary of website feedback or other measure of participation or interest. |
| Deliverable 2.2, Subtask 2.2 | Number of buildings certified for ENERGY STAR. |
| Deliverable 2.3, Subtask 2.2 | Course curriculum/agenda; number of attendees; feedback form. |

**Task 3.0 Project Management and Reporting**

In addition to management of the overall grant, reports, and other deliverables will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.

DOE F 4600.2
(3/11)
All Other Editions Are Obsolete

**Attachment** 3

**U.S. Department of Energy**
**FEDERAL ASSISTANCE REPORTING CHECKLIST**
**AND INSTRUCTIONS**

| 1. Identification Number: | 2. Program/Project Title: |
|---|---|
| DE -EE0003582.000 | PHOTOVOLTAIC PROJECT & EDUCATIONAL COMPONENT |

3. Recipient:

Orange, County of

| 4. ReportingRequirements: | | Frequency | Addresses |
|---|---|---|---|
| **A. MANAGEMENT REPORTING** | | | |
| ☑ Progress Report | | Q | https://www.eere-pmc.energy.gov/SubmitReports.aspx |
| ☑ Special Status Report | | A | https://www.eere-pmc.energy.govSubmitReports.aspx |
| **B. SCIENTIFIC/TECHNICAL REPORTING** (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/elink) | | | |
| Report/Product | Form | | |
| ☐ Final Scientific Report | DOE F 241.3 | | http://www.osti.gov/elink-2413 |
| ☑ Conference papers/proceedings* | DOE F 241.3 | A | http://www.osti.gov/elink-2413 |
| ☐ Software/Manual | DOE F 241.4 | | http://www.osti.gov/estsc/241-4pre.jsp |
| ☐ Other | DOE F 241.3 | | http://www.osti.gov/elink-2413 |
| ** Scientific and technical conferences only* | | | |
| **C. FINANCIAL REPORTING** | | | |
| ☑ SF-425, Federal Financial Report | | Q | https://www.eere-pmc.energy.gov/SubmitReports.aspx |
| **D. CLOSEOUT REPORTING** | | | |
| ☑ Patent Certification | | F | https://www.eere-pmc.energy.gov/SubmitReports.aspx |
| ☑ SF-428 & 428B Final Property Report | | F | https://www.eere-pmc.energy.gov/SubmitReports.aspx |
| ☐ Other | | | https://www.eere-pmc.energy.gov/SubmitReports.aspx |
| **E. OTHER REPORTING** | | | |
| ☑ Annual Indirect Cost Proposal | | Y180 | See block 5 below for instructions |
| ☐ Audit of For-Profit Recipients | | | See block 5 below for addresses |
| ☐ SF-428 Tangible Personal Property Report Forms Family | | | https://www.eere-pmc.energy.gov/SubmitReports.aspx |
| ☑ Other | | Y | https://www.eere-pmc.energy.gov/SubmitReports.aspx |

FREQUENCY CODES AND DUE DATES:

A - Within 5 calendar days after events or as specified.

F - Final; 90 calendar days after expiration or termination of the award.

Y - Yearly; 90 days after the end of the reporting period.

S - Semiannually; within 30 days after end of the reporting period.

Q - Quarterly; within 30 days after end of the reporting period.

O - Other: See instructions for further details

Y180 - Yearly; 180 days after end of the recipient's fiscal year.

5. Special Instructions:

Annual Indirect Cost Proposal - If DOE is the Cognizant Federal Agency, then the proposal should be sent to https://www.eere-pmc.energy.gov/SubmitReports.aspx. Otherwise, it should be sent to the Cognizant Federal Agency.

Audit of For-Profit Recipients must be sent to 2 different addresses in accordance with the final audit guidance. A copy for the Contracting Officer shall be submitted via https://www.eere-pmc.energy.gov/SubmitReports.aspx; a copy must also be e-mailed to the CFO at DOE-Audit-Submissions@hq.doe.gov

**MANAGEMENT REPORTING**
Special Status Reports as neeeded.
**OTHER REPORTING**
Upon reuqest, provide a summary of annual progress for SETP Annual Progress Report in the format requested.

# Federal Assistance Reporting Instructions (03/11)

## A. MANAGEMENT REPORTING

### Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.

2. The project title and name of the project director/principal investigator.

3. Date of report and period covered by the report.

4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.

5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.

6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required, break out by DOE share, recipient share, and total costs.

7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.

8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.

9. Actual or anticipated problems or delays and actions taken or planned to resolve them.

10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.

11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:

    A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.

    B. Web site or other Internet sites that reflect the results of this project.

C. Networks or collaborations fostered.

D. Technologies/Techniques.

E. Inventions/Patent Applications.

F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

**Special Status Report**

The recipient must report the following events by email as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.

2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:

   a. Any single fatality or injuries requiring hospitalization of five or more individuals.

   b. Any significant environmental permit violation.

   c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.

   d. Any incident which causes a significant process or hazard control system failure.

   e. Any event which is anticipated to cause a significant schedule slippage or cost increase.

   f. Any damage to Government-owned equipment valued in excess of $50,000.

   g. Any other incident that has the potential for high visibility in the media.

## B. SCIENTIFIC/TECHNICAL REPORTS

**Final Scientific/Technical Report**

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.

2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.

3. Provide an executive summary, which includes a discussion of: (1) how the research adds to the understanding of the area investigated; (2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or (3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.

4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.

5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.

6. Identify products developed under the award and technology transfer activities, such as:

   a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page;

   b. Web site or other Internet sites that reflect the results of this project;

   c. Networks or collaborations fostered;

   d. Technologies/Techniques;

   e. Inventions/Patent Applications, licensing agreements; and

   f. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

7. For projects involving computer modeling, provide the following information with the final report:

   a. Model description, key assumptions, version, source and intended use;

   b. Performance criteria for the model related to the intended use;

   c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);

   d. Theory behind the model, expressed in non-mathematical terms;

e. Mathematics to be used, including formulas and calculation methods;

f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;

g. Hardware requirements; and

h. Documentation (e.g., users guide, model code).

Electronic Submission. The final scientific/technical report must be submitted electronically-via the DOE Energy Link System (E-Link) accessed at http://www.osti.gov/elink-2413.

Electronic Format. Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submittal Form. The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F 241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

**Conference Papers/Proceedings**

Content. The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

Electronic Submission. Scientific/technical conference paper/proceedings must be submitted electronically via the DOE Energy Link System (E-Link) at http://www.osti.gov/elink-2413. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submittal Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at

http://www.osti.gov/elink-2413. This form is not required for non-scientific or non-technical conference papers or proceedings.

**Software/Manual**

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically via the DOE Energy Link System (E-Link) at http://www.osti.gov/estsc/241-4pre.jsp They may also be submitted via regular mail to:

Energy Science and Technology Software Center
P.O. Box 1020
Oak Ridge, TN 37831

Submittal Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at http://www.osti.gov/estsc/241-4pre.jsp.

**Protected Personally Identifiable Information (PII). Management Reports or Scientific/Technical Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.**

## C. FINANCIAL REPORTING

Recipients must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

## D. CLOSEOUT REPORTS

**Final Invention and Patent Report**

The recipient must provide a DOE Form 2050.11 , "PATENT CERTIFICATION." This form is available at http://management.energy.gov/business_doe/business_forms.htm.

**Final Property Report**

See instruction user **SF-428 Tangible Personal Property Report Forms Family** below.

## E. OTHER REPORTING

**Annual Indirect Cost Proposal and Reconciliation**

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the recipient's fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to https://www.eere-pmc.energy.gov/SubmitReports.aspx.

**Audit of For-Profit Recipients**

As required by 10 CFR 600.316, as supplemented by For-Profit Audit Guidance Parts I through IV, audits must be performed of For-Profit Recipients of financial assistance awards (prime awards) and sub-awards.

For-Profit Audit Guidance Parts I through IV to assist for-profit recipients in complying with the audit requirements of 10 CFR 600.316 are posted on the Financial Assistance Forms page of the MA home page under the 'Coverage of Independent Audits' subheading, http://management.energy.gov/business_doe/business_forms.htm.
Submission: For recipients, financial statement and compliance audit submissions are due to DOE withing six months of the recipients' fiscal year-end dates. For sub-awardees, financial statement and compliance audit submissions are due to the pass-through entity within six months of the sub-awardees' fiscal year-end dates. For recipients, the compliance audits must be submitted, along with audited financial statments, to the appropriate DOE Contracting Officer at https://www.eere-pmc.energy.gov/SubmitReports.aspx as well as to the DOE Office of the Chief Financial Officer at DOE-Audit-Submission@hq.doe.gov.

**SF-428 Tangible Personal Property Reports Form Family**

Requirement. The SF-428 is a forms family consisting of 5 forms: the SF-428, SF-428-A, SF-428-B, SF-428-C, and SF-428S. Fillable versions of the SF-428 forms are available at http://management.energy.gov/business_doe/business_forms.htm

- The SF-428 is the cover page and the submitter attaches the appropriate form or forms as listed on the SF-428

- The SF-428-A is the Annual report, due Oct 30th of each calendar year.

- The SF-428-B is the Final Award Closeout Report, due at award completion.

- The SF-428-C is the Disposition Report/Request.

- The SF-428S is the suppliemental form for the SF-428-A, SF428-B, and SF-428-C.

If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual inventory of this property to the DOE Administrator using the SF-428 and SF-428-A forms on page 1 of this checklist no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th. The SF-428 and SF-428-B reports are required during closeout.

Content of Inventory. As required on the SF-428-A form, the inventory must include a description of the property, tag number, acquisition date, and acquisition cost, if purchased with project funds. The location of property should be listed under the Comments section. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

Applicant Name: Orange, County of | Award Number: DE-EE0003582.000 | Attachment 4

# Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

**Section A - Budget Summary**

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|---|---|---|---|---|---|---|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. Solar | 81.087 | | | $300,000 | $44,992 | $344,992 |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. Totals | | | | $300,000 | $44,992 | $344,992 |

**Section B - Budget Categories**

| 6. Object Class Categories | Grant Program, Function or Activity | | | | Total (5) |
|---|---|---|---|---|---|
| | (1) Solar | (2) | (3) | (4) | |
| a. Personnel | $0 | | | | $0 |
| b. Fringe Benefits | $0 | | | | $0 |
| c. Travel | $2,000 | | | | $2,000 |
| d. Equipment | $0 | | | | $0 |
| e. Supplies | $52,646 | | | | $52,646 |
| f. Contractual | $248,862 | | | | $248,862 |
| g. Construction | $0 | | | | $0 |
| h. Other | $14,000 | | | | $14,000 |
| i. Total Direct Charges (sum of 6a-6h) | $317,508 | | | | $317,508 |
| j. Indirect Charges | $27,484 | | | | $27,484 |
| k. **Totals** (sum of 6i-6j) | $344,992 | | | | $344,992 |
| 7. Program Income | $0 | | | | $0 |



Previous Edition Usable

**SF-424A** (Rev. 4-92)
Prescribed by OMB Circular A-102

Authorized for Local Reproduction

ORANGE COUNTY GOVERNMENT FLORIDA

**INTEROFFICE M**
CODE ENFORCEMENT DIVISION

2450 W. 33RD Street – 2nd Floor
Orlando, Florida 32839

**DATE:** August 19, 2011

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

**FROM:** Robert Spivey, Manager, Code Enforcement Division

**CONTACT PERSON AND PHONE:** Lily Gonzalez, Administrative Support Supervisor – 407-836-4253

**SUBJECT:** September 20, 2011, Consent Agenda Item(s)
Resolutions for Special Assessment Liens – Lot Cleaning (40)

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

| Case No. | Dist.# | Property Owner | Amount* |
|---|---|---|---|
| LC 11-0671 | 1 | Lucious Hayes | $ 254.06 |
| LC 11-0702 | 1 | Sherry Ramirez-Ryan & Glen Ryan | $ 228.60 |
| LC 11-0746 | 1 | John M. Butler | $ 598.87 |
| LC 11-0756 | 1 | Mario A. Ragazzo & Veronica H. Ragazzo | $ 280.96 |
| LC 11-0785 | 1 | Cheryl Danboise & Theresa Collins | $ 229.73 |
| LC 11-0830 | 1 | Eileen D. McGinn | $ 293.76 |
| LC 11-0887 | 1 | Raymond W. Hendrix | $ 147.48 |
| LC 11-0761 | 2 | Arol Altema | $ 261.88 |
| LC 11-0762 | 2 | Minh Tri Pham | $ 185.51 |
| LC 11-0764 | 2 | Ethel R. Ramjit & Bhoodram Ramjit | $ 244.14 |
| LC 11-0766 | 2 | Ramcharran Ramlagan & Janet Ramlagan | $ 521.93 |
| LC 11-0767 | 2 | Robert M. Hoar & Jennifer A. Hoar | $ 335.92 |
| LC 11-0783 | 2 | Michael Pierce & Marianna Pierce | $ 249.58 |
| LC 11-0786 | 2 | Antonia Trejo | $ 367.70 |
| LC 11-0862 | 2 | Marc Arthur Dugazon & Edna Fadael | $ 180.81 |
| LC 11-0872 | 2 | Lucene T. Inniss | $ 133.50 |
| LC 11-0896 | 2 | Melvin Macon Jr. & Cassandra Williams & Given Harris & Lavonya Newton | $ 122.18 |
| LC 11-0897 | 2 | Moses Nelson & Sylvia Gibbs | $ 179.18 |

| | | | |
|---|---|---|---|
| LC 11-0694 | 3 | Rebekah Gimenez | $ 1,022.34 |
| LC 11-0804 | 3 | Davis Melody | $ 93.47 |
| LC 11-0832 | 3 | Jose R. Echevarria & Christine Marques | $ 66.23 |
| LC 11-0860 | 3 | Alicia C. Brown & Billye Brown | $ 75.68 |
| LC 11-0771 | 4 | Taknocca Ashe & Isabel Melecio | $ 102.15 |
| LC 11-0774 | 4 | Rabbat Abdullah | $ 414.84 |
| LC 11-0836 | 4 | Jorge Galarraga | $ 208.15 |
| LC 11-0884 | 4 | Rocio Uriguen | $ 112.20 |
| LC 11-0772 | 5 | Sheila Powell Newberry | $ 147.96 |
| LC 11-0813 | 5 | Maria Teresa G. Gabucan Estate | $ 87.58 |
| LC 11-0858 | 5 | Adan N. Calle & Debra A. Calle | $ 63.71 |
| LC 11-0700 | 6 | Shanta Shani & Michael Shani | $ 126.50 |
| LC 11-0726 | 6 | Immacula By & Montaneau By | $ 623.99 |
| LC 11-0734 | 6 | Trevor Anthony Williams & Gerri Michelle Johnson | $ 218.06 |
| LC 11-0777 | 6 | J P F D Investment Corp. | $ 165.74 |
| LC 11-0779 | 6 | Frontline Outreach Inc. | $ 238.47 |
| LC 11-0820 | 6 | Juanda E. Russell | $ 1,079.08 |
| LC 11-0841 | 6 | Michael Ayotunde & Elizabeth Ayotunde | $ 280.97 |
| LC 11-0867 | 6 | Gabriela Ruiz-Rodriguez & Carlos Velasco | $ 152.82 |
| LC 11-0870 | 6 | Janice L. Johnson | $ 272.78 |
| LC 11-0879 | 6 | Jose Abreu | $ 252.87 |
| LC 11-0892 | 6 | Noberto Gutierrez | $ 375.73 |

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 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.**

Please certify one copy of each Resolution for the recording of Special Assessment Liens and return to Chad Woodburn in the Code Enforcement Division.

Attachments

c: Raymond E. Hanson, P. E., Deputy County Administrator, Acting
Melvin Pittman, Director, Community and Environmental Services Department

ORANGE COUNTY GOVERNMENT FLORIDA

FIRE RESCUE DEPAI
CARL PLAUGHER, Fi
P.O. Box 5879
Winter Park, FL 32793
407-836-9112 ▪ Fax: 407-836-91
www.ocfrd.net



August 29, 2011

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

**THROUGH:** Linda Weinberg
Deputy County Administrator

**FROM:** Carl L. Plaugher, Fire Chief
Fire Rescue Department

**CONTACT PERSON:** **Dave Freeman, Interim Manager, OEM**
**PHONE NUMBER:** **407-836-9157**

**SUBJECT:** September 20 – Consent Agenda Item
State-Funded Subgrant Agreement
Contract Number: 12-CP-03-06-58-01-207
CSFA Number: 52.023

Attached please find the State-Funded Subgrant Agreement, Fiscal Year 2012, between the Florida Division of Emergency Management and Orange County to award funds to update the Hazard Analysis Data for Orange County. These funds will allow the Office of Emergency Management to update the Orange County Hazardous Materials Emergency Response Plan. The Florida Administrative Code, Rules 9G-6 and 9G-7, in accordance with Title III of the Super Fund Amendments and Reauthorization Act of 1986, requires this hazard analysis data.

There is no requirement to match the allocation with County funds.

**ACTION REQUESTED:** **Approval of Contract Number: 12-CP-03-06-58-01-207, CSFA Number: 52.023, State-Funded Subgrant Agreement between the State of Florida Division of Emergency Management and Orange County in the amount of $24,604.**

CLP/dmr

Attachments

c: Ajit Lalchandani, County Administrator

Contract Number: 12-CP-03-06-58-01-207

CSFA Number: 52.023

**STATE-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Orange County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, or July 1, 2011, whichever is later, and shall end June 30, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102 "Common Rule": "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this

Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work (Attachment A) and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, is not required. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: http://www.state.fl.us/fsaa/statutes.html.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at the following address:
Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

And

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such noncompliance

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) If all required deliverables are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Scope of Work.

(b) The Recipient shall provide additional program updates or information that may be required by the Division.

**The Division may impose a penalty equal to one-percent (1%) of the total grant amount if any of the deliverables in the Scope of Work (Attachment A) are not submitted in a timely manner. The Recipient may request an extension to any deliverable deadline due to extenuating circumstances. The Division at its discretion may extend any deliverable deadline upon receipt of a written request from the Recipient.**

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous

agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name, address and other contact information of the Division contract manager for this Agreement is:

Mr. Timothy Date, Manager
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399
Telephone: 850-410-1272
Fax: 850-488-1739
Email: tim.date@em.myflorida.com

(c) The name, address and other contact information of the Representative of the Recipient responsible for the administration of this Agreement is:

Dave Freeman
Interim Manager
Orange County Emergency Management
6590 Amory Court
Winter Park, FL 32792

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the subcontract must be forwarded to the Division. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope and Schedule of Deliverables and Schedule of Payments

Attachment B – County Facilities Listing

Attachment C – Financial Invoice Form

Attachment D – Hazards Analysis Checklist and CAMEO Guide

Attachment E – Hazards Analysis Site Visit Certification Form

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$24,604.00** subject to the availability of funds.

(b) The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous

materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period; however, all work must be performed during the contract period. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on

the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.03-74A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**ORANGE COUNTY** _____

By: _____

Name and title: Mayor Teresa Jacobs

Date: _____

FEID# 59-6000773226

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANGEMENT**

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

## EXHIBIT – 1

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of $24,604.00.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).

2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

**Attachment A**

**PURPOSE, REQUIREMENTS, SCOPE AND SCHEDULE OF DELIVERABLES AND SCHEDULE OF PAYMENTS**

**Purpose**

To update the hazards analysis for all facilities listed in Attachment B, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities at or above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the requirements of the Emergency Planning and Community Right-To-Know Act's planning requirements.

**Requirements**

A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment B that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities at or above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment B. The primary guidance documents are Attachment D (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis". All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing and approved by the Division.

C. Conduct an on-site visit at each Attachment B facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's **CAMEO*fm* version 2.2**. Each facility hazards analysis shall include, but is not limited to, the following items:

1. Facility Information

(a) Provide the Facility name (per Attachment B)

(b) Facility address

Provide the physical address (no Post Office Box) of the facility.

(c) Facility Identification

Provide the State Emergency Response Commission Code identification number (per Attachment B) and the geographic coordinates (latitude and longitude in decimal degrees).

(d) Facility Emergency Coordinator

Provide the name, title and telephone number (daytime and 24-hour) of the designated facility emergency coordinator.

(e). Transportation Routes

List the main routes used (from the County line to the facility) to transport chemicals to and/or from the facility.

(f) Evacuation Routes

Based on wind direction from the North, South, East and West, identify the route(s) from the facility to exit the Vulnerable Zone(s).

(g) Historical Accident Record

Describe any past releases or incidents that have occurred at the facility. Include date, time, chemical name, quantity and number of persons injured or killed (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

2. Hazard Identification

(a) Chemical identities

Provide proper chemical name, Chemical Abstract Service (CAS) number and natural physical state (according to exhibit C of the Technical Guidance for Hazards Analysis) for each Extremely Hazardous Substance present at the facility at any time up to one year prior to the site visit.

(b) Maximum quantity on-site

Express in exact pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance the facility has on-site at any time up to one year prior to the site visit.

(c) Amount in largest container or interconnected containers

Express in pounds the amount of each Extremely Hazardous Substance stored in the largest container or interconnected containers (this is the release amount used to determine the Vulnerable Zone).

(d) Type and design of storage container or vessel

Indicate the storage method of each Extremely Hazardous Substance, i.e., drum, cylinder, tank, and their respective capacities (It is helpful to indicate system types such as manifold versus vacuum as well).

(e) Nature of the hazard

Describe the type of hazard (i.e., fire, explosion) and health effects (acute and chronic) most likely to accompany a spill or release of each Extremely Hazardous Substance.

3. Vulnerability Analysis

(d) Extent of the Vulnerable Zone

For each Extremely Hazardous Substance present at a facility, provide the estimated geographical area (vulnerable zone) that may be subject to concentrations of an airborne Extremely Hazardous Substance at levels that could cause irreversible acute health effects or death to human populations following an accidental release.

(b) Estimate Facility Population

Provide an estimate of the maximum number of employees present at the facility at any given time, i.e. if the facility is unmanned except for routine maintenance by only one person then, the number of employees present at any given time shall be noted as one.

© Critical Facilities

Identify each critical facility by name and each critical facility's maximum expected occupancy, within each vulnerable zone, which are essential to emergency response or house special needs populations (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone, that shall be noted.

(d) Estimate Total Exposed Population

Provide an estimate of the total exposed population (facility employees + general population + critical facilities), within each vulnerable zone, that would be affected in a worst case release scenario.

4. Risk Analysis (the three ratings {Risk Assessment} at the bottom of the CAMEO*fm* Scenario Page will meet the four requirements below)

(d) Probability of release

Rate the probability of release as Low, Moderate, or High based on observations at the facility. Considerations should include history of previous incidents and current conditions and controls at the facility.

(b) Severity of consequences of human injury

Rate the severity of consequences if an actual release were to occur

© Severity of consequences of damage to property

Rate the potential damage to the facility, nearby buildings and infrastructure if an actual release were to occur.

(d) Severity of consequences of environmental exposure

Rate the potential damage to the surrounding environmentally sensitive areas, natural habitat and wildlife if an actual release were to occur.

D. Identify those facilities in Attachment B for which a hazards analysis was not submitted. Supporting documentation shall be submitted to the Division which lists the facilities for which a hazards analysis was not completed. In addition to the facility name and the State Emergency Response Commission Code identification number, supporting documentation should indicate:

1. Facility has closed or is no longer in business.

2. Facility is not physically located in the County (indicate appropriate County location, if known).

3. Facility does not have Extremely Hazardous Substance(s) on-site or Extremely Hazardous Substance(s) are below the Threshold Planning Quantity. These facilities require:

   (a) A Statement of Determination from the facility representative for the previous reporting year; or

   (b) A letter from the facility representative fully explaining why the Extremely Hazardous Substance(s) is/are not now present at or above the Threshold Planning Quantity and a date when the Extremely Hazardous Substance(s) was/were removed from the facility.

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment B, to confirm the accuracy and completeness of information in the hazards analysis.

2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment E) **in electronic format** to the Division for each facility visited or contacted.

   (a) **On-Site visit exception for sulfuric acid**

      (1) For the facilities listed on Attachment B that report the presence of only sulfuric acid, the recipient shall conduct an initial on-site visit within the period of Agreement.

      (2) After the initial on-site visit has been conducted by the Recipient, another on-site visit is not required in subsequent Agreements unless the facility reports the presence of another extremely hazardous substance.

      (3) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of any extremely hazardous substance(s).

      (4) If a facility representative reports the presence of any extremely hazardous substance other than sulfuric acid in Agreements subsequent to the initial on-site visit period of Agreement, the Recipient shall conduct an on-site visit during the period of Agreement and in subsequent Agreements.

(b) **On-Site visit form exception for sulfuric acid**

(1) For facilities listed on Attachment B that report the presence of only sulfuric acid, an initial on-site visit is required within the period of Agreement and an on-site visit form (Attachment E) signed and dated by the facility representative and the Recipient shall be submitted to the Division.

(2) If the facility representative reports the presence of only sulfuric acid in Agreements subsequent to the Agreement period in which the initial on-site visit was conducted, the Recipient shall submit an on-site visit form (Attachment E) to the Division. The on-site visit form shall be signed by the Recipient and identify the date the Recipient contacted the facility representative.

(3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in Agreements subsequent to the Agreement period in which the initial site visit was conducted, the Recipient shall conduct an on-site visit and submit an on-site visit form (Attachment E) to the Division. The on-site visit form shall be signed and dated by the Recipient and the facility representative.

3. Submit a site plan map in electronic format to the Division and in sufficient detail to identify:

(a) Location of major building(s)

(b) Location and identification of EHS container(s)

(c) Location of major street(s) and entrance(s)

(d) North arrow

(e) State Emergency Response Commission Code identification number

F. Ensure that the Hazards Analysis information is reflected in the County Local Mitigation Strategy.

## Scope and Schedule of Deliverables

**Deliverable 1:**

On or before November 1, 2011, the Recipient shall submit fifty (50) percent of the completed hazards analyses of the Attachment B facilities to the Division for review and approval.

**Deliverable 2:**

On or before February 1, 2012, the Recipient shall submit the final fifty (50) percent of the completed hazards analyses of the Attachment B facilities to the Division for review and approval.

**Deliverable 3:**

A. On or before May 15, 2012, the Recipient shall provide the Division one (1) copy (in electronic format) of each approved hazards analysis. A complete copy of each approved hazards analysis shall be submitted to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division.

B. The Recipient shall notify all Attachment B facilities and applicable first responder agencies of the availability of the hazards analyses information, and make that information available upon request and submit proof of said notifications to the Division.

C. As appropriate, participate in a technical assistance training session provided by the Division.

**Schedule of Payments**

| | Payment |
|---|---|
| **Deliverable #1** - 45% of the Agreement Amount | $11,071.80 |
| **Deliverable #2** - 45% of the Agreement Amount | $11,071.80 |
| **Deliverable #3** - 10% of the Agreement Amount | $2,460.40 |

Each payment shall be made upon satisfactory completion of the deliverable above and upon receipt of an acceptable Financial Invoice (Attachment C).

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 29449 | A F L NETWORK SERVICES - SOUTHEAST<br>9561 SATELLITE BOULEVARD - SUITE 315<br>ORLANDO, FL 32837- | Julian D Mercer<br>704-989-9739 | ORANGE | 2807 Gray Fox Rd<br>Monroe,NC 28110 |
| 3650 | A M METAL FINISHING<br>7594 CHANCELLOR DRIVE<br>ORLANDO, FL 32809- | R. HUNTER<br>407-843-0182 | ORANGE | 7594 CHANCELLER DRIVE<br>ORLANDO,FL 32809 |
| 7244 | AIR LIQUIDE INDUSTRIAL - ORLANDO<br>9857 BACHMAN ROAD<br>ORLANDO, FL 32824 | PAUL HIGDON<br>407-884-4629 | ORANGE | |
| 8965 | AIRGAS SOUTH - ORLANDO #28<br>2601 SOUTH DIVISION AVENUE<br>ORLANDO, FL 32805 | BUTCH SIMMONS<br>407-849-0630 | ORANGE | 2601 SOUTH DIVISION AVENUE<br>ORLANDO,FL 32805 |
| 26364 | ALRO METALS SERVICE CENTER<br>2505 FORSYTH ROAD<br>ORLANDO, FL 32807- | RON ALLBEE<br>407-997-6766 | ORANGE | 2505 NORTH FORSYTH ROAD<br>ORLANDO,FL 32807 |
| 31368 | AMERICAN AIRLINES - ORLANDO<br>9257 AIRPORT BOULEVARD<br>ORLANDO, FL 32827 | TODD SMITH<br>407-825-6127 | ORANGE | 9257 AIRPORT BOULEVARD<br>ORLANDO,FL 32827 |
| 35528 | AMERICAN HOTEL REGISTER - ORLANDO DC<br>1750 CYPRESS LAKE DRIVE<br>ORLANDO, FL 32837 | KEVIN BAKER<br>407-888-3400 | ORANGE | |
| 36172 | ANIXTER - ORLANDO<br>7550 BROKERAGE DRIVE<br>ORLANDO , FL 32890 | HUGO MAHECHA<br>407-470-0784 | ORANGE | 7550 BROKERAGE DRIVE<br>ORLANDO,FL 32809 |
| 26530 | AON HEWITT BUILDING<br>2300 Discovery Drive<br>Orlando, FL 32826 | Aon Hewitt Site Security<br>407-471-1300 | ORANGE | 2300 Discovery Drive<br>Orlando,FL 32826 |
| 3669 | ARAMARK UNIFORM & Career Apparel, LLC---3669<br>2741 SOUTH DIVISION AVENUE<br>ORLANDO, FL 32806- | William Diaz<br>407-841-1130 | ORANGE | |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 38124 | BARNETT PRO CENTER<br>1930 COMMERCE OAK AVENUE<br>ORLANDO, FL 32808 | JERROD LYNN<br>407-445-6407<br>407-427-0728 | ORANGE | 1930 COMMERCE OAK AVENUE<br>ORLANDO,FL 32808 |
| 19829 | BELLSOUTH - 35442<br>2183 PREMIER ROW<br>ORLANDO, FL 32809- | MARIE SIMONEAU<br>321-433-1236 | ORANGE | |
| 3863 | BLACKSTONE GROUP - SEA WORLD OF FLORIDA AND DISCOVERY COVE<br>7007 SEA WORLD DRIVE<br>ORLANDO, FL 32821-8097 | CHRIS RUNNELLS<br>407-363-2182 | ORANGE | 7007 SEA HARBOR DRIVE<br>ORLANDO,FL 32821 |
| 3832 | BRENNTAG MID SOUTH - ORLANDO<br>250 CENTRAL FLORIDA PARKWAY<br>ORLANDO, FL 32824 | DAVID LEIGH<br>270-830-1303 | ORANGE | |
| 29453 | BURRIS LOGISTICS - ORLANDO<br>10900 CENTRAL PORT DRIVE<br>ORLANDO, FL 32824- | Randall Browning<br>863-682-1442 EXT 226 | ORANGE | 1110 County Line rd<br>Lakeland,FL 33815 |
| 5645 | CHEMICAL SYSTEMS OF FLORIDA<br>6429 WEST JONES AVENUE<br>ZELLWOOD, FL 32798 | Jeff Long<br>407.886.2329 | ORANGE | P.O. Box 8106429 W Jones Ave<br>Zellwood,FL 32798 |
| 27576 | CINTAS - ORLANDO<br>4392 SOUTHWEST 34<br>ORLANDO, FL 32811- | Mark Sisk<br>407-423-4222 | ORANGE | 4392 S.W. 34th St<br>Orlando,FL 32811 |
| 27656 | CITY OF APOPKA - NORTHWEST WATER PLANT<br>1675 RECREATION WAY<br>APOPKA, FL 32712 | Kevin Burgess<br>407-463-2366 | ORANGE | 748 E Cleveland St<br>Apopka,FL 32703 |
| 3709 | CITY OF APOPKA - SHEELER OAKS WTP<br>1819 SHEELER ROAD<br>APOPKA, FL 32703 | Kevin Burgess<br>407-463-2366 | ORANGE | 748 E Cleveland St<br>Apopka,FL 32703 |
| 3710 | CITY OF APOPKA - WATER RECLAIMATION FACILITY<br>333 SNOWDEN ROAD<br>APOPKA, FL 32703 | Kevin Burgess<br>407-463-2366 | ORANGE | 748 E Cleveland St<br>Apopka,FL 32703 |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 31717 | COMMERCIAL CHEMICAL PRODUCTS - ORLANDO<br>10201 ROCKET COURT - SUITE 300<br>ORLANDO, FL 32824 | Nancy Wharton<br>407-855-1348 | ORANGE | 320 N. Magnolia AvenueSuite B-2<br>Orlando,FL 32801 |
| 30135 | CON - WAY FREIGHT - NOF<br>10451 ROCKET COURT<br>ORLANDO, FL 32824 | GREG SKIPPER<br>239-565-9036 | ORANGE | |
| 31077 | COSTCO WHOLESALE - STORE 0184<br>2101 WATERBRIDGE ROAD<br>ORLANDO, FL 32837 | CARLOS NUNEZ<br>407-963-6786 | ORANGE | |
| 30275 | CROWN CASTLE - PINE HILLS - 812832<br>5041 SILVER STAR ROAD<br>ORLANDO, FL 32808 | CHRISTINE VERRE<br>336-643-2524<br>800-788-7011 | ORANGE | |
| 33648 | CROWN LIFT TRUCKS - ORLANDO<br>404 SUNPORT LANE - SUITE 150<br>ORLANDO, FL 32809-8131 | SHAWN DEMPSTER<br>407-438-5401 | ORANGE | |
| 30747 | CURTIS H STANTON ENERGY CENTER- STANTON A<br>5150 SOUTH ALAFAYA TRAIL<br>ORLANDO, FL 32831 | ALLEN THOMAS<br>407-902-8626 | ORANGE | |
| 35960 | DAL TILE RDC 140 ORLANDO<br>1800 CYPRESS LAKE DRIVE SUITE 500<br>ORLANDO, FL 32837 | MARC BRAMLETT<br>954-514-6325 | ORANGE | |
| 13781 | DATASITE ORLANDO<br>9701 SOUTH JOHN YOUNG PARKWAY<br>ORLANDO, FL 32819-8619 | STEVE PULLIAM<br>407-947-1602 | ORANGE | |
| 36918 | DELTA AIRLINES - ORLANDO<br>9474 AIRPORT BOULEVARD<br>ORLANDO, FL 32827 | Jennifer Biyogue<br>407-825-5138 | ORANGE | 9474 AIRPORT BOULEVARD<br>ORLANDO,FL 32827 |
| 3738 | DIAMOND R FERTILIZER - PESTICIDE<br>501 NORTH HENNIS ROAD<br>WINTER GARDEN, FL 34787- | Scott Maxwell<br>863-557-5596 | ORANGE | |
| 18226 | EXIDE TECHNOLOGIES - ORLANDO<br>4677 L.B. McLeod RoadSuite G<br>Orlando, Fl 32811 | DANIEL HOLMES<br>407-402-7762 | ORANGE | |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 32436 | FLORIDA LIFT SYSTEMS - ORLANDO<br>11000 PALMBAY DRIVE - SUITE A<br>ORLANDO, FL 32824 | KEN BURKE<br>407-859-3000 | ORANGE | |
| 32051 | FLORIDA POWER AND LIGHT FIBERNET - ORLANDO FIBER NODE<br>8248 PARKLINE BOULEVARD SUITE 240<br>ORLANDO, FL 32809 | Danny Iglesias<br>(305) 552-4551 | ORANGE | 9250 W Flagler Street<br>Miami,FL 33174 |
| 7158 | FRESHPOINT CENTRAL FLORIDA<br>8801 EXCHANGE DRIVE<br>ORLANDO, FL 32809 | Ted Hart<br>407-466-4215 | ORANGE | |
| 32922 | FRITO LAY - ORLANDO JOHN YOUNG<br>998 NORTH JOHN YOUNG PARKWAY<br>ORLANDO, FL 32804 | Erica Baker<br>407-563-8981 | ORANGE | 998 NORTH JOHN YOUNG PARKWAY<br>Orlando,FL 32808 |
| 30477 | FUJIFILM NORTH AMERICA CORPORATION - GRAPHIC SERVICES DIVISION<br>4244 SEABOARD ROAD SUITE C<br>ORLANDO, FL 32803 | GWEN BOWEN<br>914-773-8065 | ORANGE | 4244 SEABOARB ROAD, SUITE C<br>ORLANDO,FL 32803 |
| 30863 | GOLF CHANNEL<br>7580 COMMERCE CENTER DRIVE<br>ORLANDO, FL 32819 | Steve Eaton<br>407-355-4671 | ORANGE | |
| 33785 | GREAT WESTERN MEATS - COLD STORAGE<br>1601 SOUTH ATLANTA AVENUE<br>ORLANDO, FL 32806 | CHUCK FARLEY<br>407-869-1835 | ORANGE | |
| 3890 | HARVEST MEAT - ORLANDO BRANCH<br>2901 EUNICE AVENUE<br>ORLANDO, FL 32808-3103 | Alain Smets<br>407-294-1626 325 | ORANGE | 2901 EUNICE AVECell Phone 407-620-9895<br>ORLANDO,FL 32808 |
| 32523 | HD SUPPLY FACILITIES MAINTENANCE, LTD (FL300A-2647)<br>7488 BROKERAGE DRIVE<br>ORLANDO, FL 32809 | Meaghan O'Connell<br>407-852-3900 | ORANGE | 3881 Old Winter Garden Road, West Gate<br>Orlando,FL 32858 |
| 33737 | HD SUPPLY PLUMBING/HVAC, LTD & HD SUPPLY ELECTRICAL, LTD (FL300A-0095)<br>3881 OLD WINTER GARDEN ROAD<br>ORLANDO, FL 32858 | Melvin Edwards<br>407-253-5600 | ORANGE | 3881 Old Winter Garden Road<br>Orlando,FL 32805 |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 33615 | HD SUPPLY, INC (FL001-008W)<br>501 W. Church Street<br>Orlando, FL 32085 | Kip Fulmer<br>407-822-2223 | ORANGE | 501 W. Church Street<br>Orlando,FL 32805 |
| 32525 | HUNTERS CREEK GOLF CLUB<br>14401 SPORTS CLUB WAY<br>ORLANDO, FL 32837-6902 | MICHAEL J GAY<br>407-240-6006 | ORANGE | 14401 sports club way<br>orlando,fl 32837 |
| 31141 | JELD WEN - MILLWORK MASTERS<br>450 MAGUIRE ROAD EXTENSION<br>OCOEE, FL 34761 | Steve Akerman<br>407-877-3322 | ORANGE | 450 MAGUIRE ROAD EXTENSION<br>OCOEE,FL 34761 |
| 33673 | JENARD FRESH<br>1144 MID FLORIDA DRIVE<br>ORLANDO, FL 32824 | SCOTT GLACOBBE<br>321-689-1702 | ORANGE | 1144 MID FLORIDA DRIVE<br>ORLANDO,FL 32824 |
| 35505 | JERRY LEIGH - RESORT DISTRIBUTION CENTER<br>2242 TAFT VINELAND ROAD<br>ORLANDO, FL 32837 | ORLANDO VELEZ<br>407-855-5950 | ORANGE | 2242 TAFT VINELAND ROAD<br>ORLANDO,FL 32837 |
| 26543 | KAPLAN UNIVERSITY - ORLANDO<br>12650 INGENUITY DRIVE<br>ORLANDO, FL 32826- | SAMUEL HOFFNER<br>954-515-4209 | ORANGE | |
| 38152 | L-3 COMMUNICATIONS CYTERRA<br>7558 SOUTHLAND BOULEVARD<br>ORLANDO, FL 32809 | CATRINA OVERSTREET<br>407-857-1563<br>407-857-1563 | ORANGE | 7558 SOUTHLAND BOULEVARD<br>ORLANDO,FL 32809 |
| 37619 | LAGASSE INC<br>2405 COMMERCE PARK DRIVE - SUITE 100<br>ORLANDO, FL 32819 | STEVE VALENZ<br>407-362-2120 | ORANGE | |
| 38154 | LAKE ORLANDO GOLF CLUB<br>4224 CLUB HOUSE ROAD<br>ORLANDO, FL 32808 | FREDERICK G RIVERS<br>407-298-1230<br>941-323-2898 | ORANGE | 4224 CLUB HOUSE ROAD<br>ORLANDO,FL 32808 |
| 32934 | LEVEL 3 COMMUNICATIONS - ORLANDO LUCERNE<br>100 S LUCERNE CIRCLE<br>ORLANDO, FL 32801-3763 | Ken Macaluso<br>321-689-3081 | ORANGE | 380 S Lake Destiny Rd<br>Orlando,FL 32810 |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 3798 | LOCKHEED MARTIN - GLOBAL INNOVATION FACILITY<br>100 Global Innovation Circle<br>ORLANDO, FL 32825 | JOE DONAHAY<br>407-306-4633 | ORANGE | |
| 5475 | LOUIS DREYFUS CITRUS - WINTER GARDEN<br>355 SOUTH 9 STREET<br>WINTER GARDEN, FL 34787-0355 | Jerry Church<br>407-656-1000 EXT 210 | ORANGE | 355 Ninth StreetAfter hours contact number<br>407-421-1863<br>Winter Garden,FL 34787 |
| 36086 | MARTIN BROWER - ORLANDO<br>151 Martin Brower Road - Suite 101<br>Orlando, FL 32824 | LEO DESROSIERS<br>407-545-6690<br>407-247-8941 | ORANGE | 151 MARTIN BROWER ROADSUITE 115<br>ORLANDO,FL 32824 |
| 29483 | MCI - ORCVFL<br>225 EAST ROBINSON STREET - LANDMARK II<br>ORLANDO, FL 32801-4322 | Thomas A Dale<br>863-965-6455 | ORANGE | 210 Recker Highway<br>Auburndale,FL 33823 |
| 27723 | MCI - OREVFL<br>400 SOUTH LAKE DESTINY ROAD<br>ORLANDO, FL 32810- | Thomas A Dale<br>863-965-6455 | ORANGE | 210 Recker Highway<br>Auburndale,FL 33823 |
| 36147 | METRO PCS FLORIDA - ORLANDO WAREHOUSE<br>4524 36 STREET<br>ORLANDO, FL 32811 | Hal Hodges<br>407-373-6672 | ORANGE | 4524 36th St.<br>Orlando,FL |
| 38292 | METRO WEST G C<br>2100 SOUTH HIAWASSEE ROAD<br>ORLANDO, FL 32835 | JIM KERNOHAN<br>407-297-0051<br>407-356-0098 | ORANGE | 2100 SOUTH HIAWASSEE ROAD<br>ORLANDO,FL 32835 |
| 36054 | MID FLORIDA AQUA CARE<br>7200 MEMORY LANE<br>ORLANDO, FL 32807 | LARRY PAYNE<br>407-294-9426 | ORANGE | |
| 5324 | MID FLORIDA FREEZER WAREHOUSES---5324<br>2560 NORTH US 441<br>PLYMOUTH, FL 32768 | Bill Koeditz<br>321- 886-7730 | ORANGE | |
| 34005 | MID GULF BAKERY - ORLANDO<br>850 MID FLORIDA DRIVE<br>ORLANDO, FL 32824-7020 | Wayne Sager<br>407-859-2006 | ORANGE | 850 Florida Drive<br>Orlando,FL 32824 |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 31026 | MITSUBISHI POWER SYSTEMS<br>2287 PREMIER ROW<br>ORLANDO, FL 32809 | Michael Rallis<br>407-688-6831 | ORANGE | 2287 Premier Row<br>Orlando,FL 34744 |
| 34117 | NISSAN NORTH AMERICA - ORLANDO PARTS<br>7315 Kingspointe Parkway<br>Orlando, FL 32819 | Ed Yoches<br>407-351-3099 EXT 105 | ORANGE | 7315 Kingspointe Parkway<br>Orlando,FL 32819 |
| 31898 | NMCI - ORLO<br>12350 RESEARCH PARKWAY<br>ORLANDO, FL 32826 | Emergency Response 24 Hour<br>877-963-1999 | ORANGE | |
| 34109 | OFFICE DEPOT - ORLANDO CROSS DOCK 3063 (Facility closed all chems remove)<br>2002 DIRECTORS ROW<br>ORLANDO, FL 32809 | SEAN HOWELL<br>561-438-1234 | ORANGE | |
| 34108 | OFFICE DEPOT - ORLANDO CSC 1085<br>1151-B GILLS DRIVE<br>ORLANDO, FL 32809 | SEAN HOWELL<br>561-438-1234 | ORANGE | 1151 B GILLIS DRIVE, SUITE 1100<br>ORLANDO,FL 32824 |
| 33704 | OFFICEMAX - FLORIDA DISTRIBUTION CENTER<br>1801 CYPRESS LAKE DRIVE<br>ORLANDO, FL 32837 | Eric Huffington<br>407-433-6154 | ORANGE | |
| 26552 | ORANGE COUNTY NATIONAL GOLF CENTER<br>16301 PHIL RITSON WAY<br>WINTER GARDEN, FL 34787- | BRUCE GARDNER<br>407-766-3898 | ORANGE | |
| 5982 | ORANGE COUNTY PUBLIC UTILITY - SOUTH WATER RECLAMATION PLANT<br>4760 SAND LAKE ROAD<br>ORLANDO, FL 32819- | EMERGENCY DISPATCH<br>407-836-2777 | ORANGE | |
| 22743 | ORANGE COUNTY UTILTIIES - WESTERN REGIONAL WATER SUPPLY FACILITY<br>2552 LAKEVILLE ROAD<br>ORLANDO, FL 32703 | GARY FRAMO<br>407-254-9500 | ORANGE | |
| 19432 | ORLANDO COGEN<br>8275 EXCHANGE DRIVE<br>ORLANDO, FL 32809- | JIM MURRAY<br>407-851-1350 | ORANGE | |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 3820 | ORLANDO PLATING<br>601 NORTH ORANGE BLOSSOM TRAIL<br>ORLANDO, FL 32805- | Brian Venables<br>407-843-1140 | ORANGE | 601 NORTH ORANGE BLOSSOM TRAIL<br>ORLANDO,FL 32805 |
| 3864 | ORLANDO SENTINEL COMMUNICATIONS<br>633 NORTH ORANGE AVENUE<br>ORLANDO, FL 32801- | Gregory Thompson<br>954-802-9178 | ORANGE | 633 N. Orange Ave<br>Orlando,FL 32801 |
| 3821 | ORLANDO UTILITIES COMMISSION - CONWAY WATER PLANT<br>2725 SOUTH CONWAY ROAD<br>ORLANDO, FL 32812 | Duty Operator<br>407-275-4137 | ORANGE | 2725 SOUTH CONWAY ROAD<br>ORLANDO,FL 32812 |
| 3830 | ORLANDO UTILITIES COMMISSION - HIGHLAND WATER PLANT<br>1030 HIGHLAND AVENUE<br>ORLANDO, FL 32803 | DUSTIN CATRETT<br>407-434-4290 | ORANGE | |
| 3823 | ORLANDO UTILITIES COMMISSION - KIRKMAN WATER PLANT<br>4070 SOUTH KIRKMAN ROAD<br>ORLANDO, FL 32802 | Duty Operator<br>(407) 275-4137 | ORANGE | 4070 south Kirkman Road<br>Orlando,FL 32811 |
| 3825 | ORLANDO UTILITIES COMMISSION - NAVY WATER PLANT<br>1552 TRUMAN ROAD<br>ORLANDO, FL 32807 | Duty Operator<br>(407) 275-4137 | ORANGE | 1552 Truman Road<br>Orlando,FL 32813 |
| 3822 | ORLANDO UTILITIES COMMISSION - PINE HILLS WATER PLANT<br>5601 SANTA ANITA STREET<br>ORLANDO, FL 32808- | Duty Operator<br>(407) 275-4137 | ORANGE | 5601 Santa Anita Drive<br>Orlando,FL 32808 |
| 10217 | ORLANDO UTILITIES COMMISSION - SKY LAKE WATER PLANT<br>502 SAND LAKE ROAD<br>ORLANDO, FL 32822 | Duty Operator<br>(407) 275-4137 | ORANGE | 502 West Sand Lake Road<br>Orlando,FL 32822 |
| 27900 | ORLANDO UTILITIES COMMISSION - SOUTHEAST WATER PLANT<br>12459 BOGGY CREEK ROAD<br>ORLANDO, FL 32824- | Duty Operator<br>(407) 275-4137 | ORANGE | 12459 Boggy Creek Road<br>Orlando,FL 32824 |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 25102 | ORLANDO UTILITIES COMMISSION - SOUTHWEST WATER PLANT<br>6755 MANLIE SMITH ROAD<br>ORLANDO, FL 32819- | Duty Operator<br>(407) 275-4137 | ORANGE | 6755 Manlie Smith Road<br>Orlando,FL 32819 |
| 3826 | ORLANDO UTILITIES COMMISSION - STANTON ENERGY CENTER<br>5100 SOUTH ALAFAYA TRAIL<br>ORLANDO, FL 32831- | Joe Lewis<br>(407) 491-7198 | ORANGE | 5100 South Alafaya TRail<br>Orlando,FL 32831 |
| 32690 | PEABODY ORLANDO<br>9801 INTERNATIONAL DRIVE<br>ORLANDO, FL 32819-8104 | DOUGLAS SARMIENTO<br>407-345-4426<br>407-352-4000 | ORANGE | 9801 INTERNATIONAL DRIVE<br>ORLANDO,FL 32819 |
| 3844 | PENINSULA METAL FINISHING<br>2550 DINNEEN AVENUE<br>ORLANDO, FL 32804 | David Roach<br>407-234-9059 | ORANGE | 2550 DINNEEN AVENUE<br>ORLANDO,FL 32804 |
| 6409 | PEPSI BOTTLING GROUP - NATIONAL BEVERAGES<br>1700 DIRECTORS ROW<br>ORLANDO, FL 32809-6299 | DAVE SYBOL<br>813-975-3454 | ORANGE | 11315 NORTH 30 STREET<br>TAMPA,FL 33612 |
| 3670 | PROSOURCE ONE---3670<br>2601 WEST ORANGE BLOSSOM TRAIL<br>PLYMOUTH, FL 32768- | SHARON HUTCHING<br>407-886-4744 | ORANGE | 2601 WEST ORANGE BLOSSOM TRAIL<br>APOPKA,FL 32712 |
| 36824 | RIO PINAR COUNTRY CLUB<br>8600 EL PRADO DRIVE<br>ORLANDO, FL 32825 | NICK DUNLEAVY<br>407-273-9573 | ORANGE | |
| 29661 | SAMS CLUB - STORE 8290<br>9498 SOUTH ORANGE BLOSSOM TRAIL<br>ORLANDO, FL 32837 | Javier Garza<br>407-859-9056 | ORANGE | 9498 S Orange Blossom Trail<br>Orlando,FL 32837 |
| 29074 | SEARS ROEBUCK AUTO CENTER - 6124<br>8001 SOUTH ORANGE BLOSSOM TRAIL<br>ORLANDO, FL 32809- | 888-268-7327 | ORANGE | |
| 29075 | SEARS ROEBUCK AUTO CENTER - 6476<br>3811 EAST COLONIAL DRIVE<br>ORLANDO, FL 32803-5238 | Jason Pitcher<br>516-557-3924 | ORANGE | |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 29072 | SEARS ROEBUCK AUTO CENTER - 6495<br>3111 EAST COLONIAL DRIVE<br>OCOEE, FL 34761- | DENNIS LACEY<br>352-242-1934 | ORANGE | |
| 33425 | SPRINT - ORLANDO SWITCH DESERT RANCH<br>17401 WEEHWAHOOTEE ROAD - B<br>ORLANDO, FL 32832 | Cathy Jo Stafford<br>407-252-7732 | ORANGE | P.O. Box 7994<br>Shawnee Mission,KS 66207 |
| 32795 | SUNBELT RENTALS - PC 77<br>600 EAST LANDSTREET ROAD<br>ORLANDO, FL 32824-7801 | ROB JONES<br>407-402-1003 | ORANGE | |
| 33522 | SYGMA NETWORK<br>6375 EMPEROR DRIVE<br>ORLANDO, FL 32809 | Randy S Owen<br>407-816-2470 EXT 2559 | ORANGE | 6375 Emperor Dr<br>Orlando,FL 32809 |
| 35908 | SYGMA NETWORK - 2<br>6217 EMPEROR DRIVE<br>ORLANDO, FL 32809 | Kirk Krajewski<br>321-217-4620 | ORANGE | 6375 Emperor Dr<br>Orlando,FL 32809 |
| 6905 | SYSCO CENTRAL FLORIDA INC.<br>200 WEST STORY ROAD<br>OCOEE, FL 34761 | LONNIE PEEK<br>CELL 407-680-7354<br>407-877-1427 | ORANGE | |
| 38010 | SYSCO GUEST SUPPLY, LLC<br>6217 EMPEROR DR.SUITE 102<br>ORLANDO, Fl 32809 | Todd Hansen<br>407-857-9023 EXT 135 | ORANGE | 6217 EMPEROR DRIVE<br>ORLANDO,FL 32809 |
| 3883 | T G LEE DAIRY - ORLANDO<br>315 NORTH BUMBY AVENUE<br>ORLANDO, FL 32803-6029 | Doug Burkel<br>407-894-4941 | ORANGE | 315 N. Bumby Ave.<br>Orlando,FL 32803 |
| 3775 | TEMPLE INLAND - ORLANDO<br>711 EAST LANCASTER ROAD<br>ORLANDO, FL 32809- | WAYNE PARKER<br>407-855-2121 | ORANGE | 711 EAST LANCASTER ROAD<br>ORLANDO,FL 32809 |
| 33746 | TOUFAYAN BAKERY OF FLORIDA<br>3826 BRYN MAWR STREET<br>ORLANDO, FL 32808 | HARRY TOUFAYAN<br>201-941-2000 | ORANGE | 175 RAILROAD AVENUE<br>RIDGEFIELD,NJ 7657 |
| 5081 | TRI COUNTY CHEMICAL<br>7375 OVERLAND ROAD<br>ORLANDO, FL 32810 | TERRY SCHULTZ<br>407-682-3550 | ORANGE | |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 37297 | TURANO FLORIDA BUN<br>151 MARTIN BROWER ROAD - SUITE 115<br>ORLANDO, FL 32824 | LEO DESROSIERS<br>407-545-6690 | ORANGE | 6501 WEST ROOSEVELT ROAD<br>BERWYN,IL 60402 |
| 33900 | UNISOURCE WORLDWIDE - ORLANDO DISTRIBUTION<br>3200 MERCY DRIVE<br>ORLANDO, FL 32808-3149 | STANLEY PRITCHARD<br>407-722-6918 | ORANGE | 3200 MERCY DRIVE<br>ORLANDO,FL 32808 |
| 36082 | UNITED AIRLINES - ORLANDO<br>9859 AIRPORT BOULEVARD<br>ORLANDO, FL 32827 | RICHARD CLAUSSEN<br>407-825-6806 | ORANGE | 9459 AIRPORT BOULEVARD<br>ORLANDO,FL 32812 |
| 3889 | UNITED STATES COLD STORAGE - SAND LAKE ROAD<br>2292 SAND LAKE ROAD<br>ORLANDO, FL 32809- | CHAD REEVES<br>407-709-9190 | ORANGE | |
| 3888 | UNITED STATES COLD STORAGE - SHADER ROAD<br>2540 Shader Road<br>Orlando, fl 32804 | CHAD REEVES<br>407-709-9190 | ORANGE | |
| 3700 | UNIVAR U S A - CHEMCENTRAL<br>8120 SOUTH ORANGE AVENUE<br>ORLANDO, FL 32809 | DANNY EDWARDS<br>407-851-1102 | ORANGE | 8120 SOUTH ORANGE AVENUE<br>ORLANDO,FL 32809 |
| 3891 | UNIVERSITY OF CENTRAL FLORIDA<br>4000 CENTRAL FLORIDA BOULEVARD<br>ORLANDO, FL 32816-3500 | JOHN JACKSON<br>407-823-6300<br>407-823-5223 | ORANGE | |
| 26308 | VENTURA COUNTRY CLUB<br>3201 WOODGATE BOULEVARD<br>ORLANDO, FL 32822- | ROGER BAYS<br>407-719-2715 | ORANGE | |
| 37606 | VERIZON WIRELESS - NEW ORLANDO WAREHOUSE<br>1264 LAQUINTA DRIVE<br>ORLANDO, FL 32809 | RAMESH TOOLSIE<br>561-995-5729 | ORANGE | |
| 38091 | WALGREENS ORLANDO SATELLITE (ORSAT II) - DC (04C)<br>7575 CHANCELLOR DRIVE<br>ORLANDO, Fl 32809 | CHRIS L JOHNSON<br>(618) 316-3164 | ORANGE | 7475 CHANCELLOR DRIVE<br>ORLANDO,FL 32809 |

| SERC # | Facility Name/Address | Contact | County | Mailing Address |
|---|---|---|---|---|
| 33649 | WALGREENS ORLANDO SATELLITE (ORSAT) - DC (04B)<br>7475 CHANCELLOR<br>ORLANDO, FL 32809 | CHRIS L JOHNSON<br>(618) 316-3164 | ORANGE | 7475 CHANCELLOR<br>ORLANDO,FL 32809 |
| 3907 | WALT DISNEY WORLD<br>5555 Center Drive<br>Lake Buena Vista, FL 32830 | GAIL HOUSE<br>(407) 397-6300 | ORANGE | POST OFFICE BOX 10000<br>LAKE BUENA VISTA,FL 32830 |
| 32854 | Wells Fargo Legacy Operations Center<br>11050 LAKE UNDERHILL ROAD<br>ORLANDO, FL 32825 | Dave Landis<br>904-391-7702 | ORANGE | 10401 Deerwood Park Blvd<br>Jacksonville,FL 32256 |
| 38249 | WHIRLPOOL ORLANDO<br>13201 SOUTH ORANGE STREET<br>ORLANDO, FL 32824 | HANK GONZALEZ<br>407-812-0540<br>407-948-6331 | ORANGE | 13201 SOUTH ORANGE STREET<br>ORLANDO,FL 32824 |
| 3916 | Winn-Dixie Logistics, Inc. Orlando Distribution Facility<br>4401 SEABOARD ROAD<br>ORLANDO, FL 32808 | Mike Teston<br>904-370-6650 | ORANGE | 5050 Edgewood Court<br>Jacksonville,FL 32254 |
| 3918 | WINTER GARDEN CITRUS GROWERS ASSOCIATION - BUSINESS<br>75 SOUTH 2 STREET<br>WINTER GARDEN, FL 34787- | EVERETTE H FISCHER<br>407-656-4424 | ORANGE | 75 SECOND STREET<br>WINTER GARDEN,FL 34787 |
| 27542 | ZELLWOOD STATION CO OP - WWTP<br>GREENBLUFF ROAD NEAR PUTTER ROAD<br>ZELLWOOD, FL 32798- | OPERATOR<br>407-886-0000 EXT 24 | ORANGE | |

**Attachment C**
**FINANCIAL INVOICE FORM**
**FOR**
**HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE**

---

RECIPIENT: Orange County AGREEMENT# 12-CP-03-06-58-01-207

| | **AMOUNT** REQUESTED BY THE RECIPIENT | **AMOUNT APPROVED** BY THE DIVISION |
|---|---|---|
| 1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted) | $_____ | $_____ |
| 2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted) | $_____ | $_____ |
| 3. Final Payment(10% of contract amount) (approval, distribution & notification) | $_____ | $_____ |
| TOTAL AMOUNT | $_____ | $_____ |

(To be completed by the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

_____ _____
Signature of Authorized Official/Title Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE $ _____

**(To be completed by the Division)**

## Attachment D

HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

| | |
|---|---|
| | FACILITY INFORMATION |
| | Facility Name (per Attachment B) **(Facility page)** |
| | Facility Physical address **(Facility page)** |
| | SERC Code identification number (per Attachment B, ex. SERC123456) **(Department Field on Facility page)** |
| | Latitude & Longitude in deimal/degrees (ex. 30.1917 - 84.3621) **(Map Data tab on Facility page)** |
| | Facility Emergency Coordinator name, title, phone # (including 24 hr. number) **(Contact tab on Facility page)** |
| | Transportation Route(s) (from county line to the facility) **(Notes tab on Facility page)** |
| | Evacuation Route(s) to exit the vulnerable zone **(Notes tab on Facility page)** |
| | Historical Accident Record (If none, please note) **(Notes tab on Facility page)** |
| | |
| | HAZARD IDENTIFICATION **(for each Extremely Hazardous Substance on site)** |
| | Proper chemical name(s) **(Chemical in Inventory page(s))** |
| | Chemical Abstract Service (CAS) number **(Chemical in Inventory page(s))** |
| | Natural physical state (ex. mixture, pure, liquid, solid, gas) **(Chemical in Inventory page(s), Physical State and Quantity tab)** |
| | Maximum quantity on-site in pounds **(Chemical in Inventory page(s), Physical State and Quantity tab)** |
| | Amount in largest container or interconnected containers **(Chemical in Inventory page(s), Physical State and Quantity tab)** |
| | Type and design of storage container(s) (ex. cylinder, steel drum, carboy etc.) **(Chemical in Inventory page(s), Location tab)** |
| | Nature of the hazard (ex. acute, chronic, fire, pressure etc.) **(Chemical in Inventory page(s), Physical State and Quantity tab)** |
| | |
| | VULNERABILITY ANALYSIS **(for each Extremely Hazardous Substance on site)** |
| | Estimate vulnerable zone (threat zone) radius **(bottom of Scenario page(s))** |
| | Facility Population (unmanned facilities minimum of one is required for maintenance personnel) **(ID Codes tab on Facility page)** |
| | Critical Facilities (name of facilities and max occupancy for each) [if none, please note] **(Notes tab on Scenario page(s))** |
| | Estimate Total Exposed Population(s) (facility + general population + critical facilities) **(Notes tab on Scenario page(s))** |
| | |
| | RISK ANALYSIS **(for each Extremely Hazardous Substance on site) (Scenario page(s))** |
| | **~~The three ratings~~ (Risk Assessment) at the bottom of the SCENARIO PAGE(S) will meet the four requirements below** |
| | Rate probability of release (ex. low, medium or high) |
| | Rate severity of consequences of human injury (ex. low, medium or high) |
| | Rate severity of consequences of damage to property (ex. low, medium or high) |
| | Rate severity of consequences of environmental exposure (ex. low, medium or high) |
| | |
| | ON-SITE VISITS **(for each facility and within the contract period)** |
| | Completed hazards analysis site visit form **(submitted electronically) (SERC code in file name, ex. SERC123456SV)** |
| | **Site plan map (submitted electronically) with sufficient detail to identify: (SERC code in file name, ex. SERC123456SP)** |
| | Location of major building(s) |
| | Location of container(s) of Extremely Hazardous Substance(s) |
| | Location of major street(s) and entrance(s) |
| | North arrow |
| | |

**The data shall be submitted electronically in a CAMEO*fm* version 2.2 zip file format.**

**Attachment E**

**FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS**

**HAZARDS ANALYSIS ON-SITE VISIT CERTIFICATION FORM**

Name of Facility (Please print)

Name of County (Please print)

State Emergency Response Commission (SERC) Code

Name of Facility Representative (Please print)

Facility Representative Signature — Site Visit Date

Name of Inspector (Please print)

Inspector's Signature — Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

☐ Check if facility representative was informed about using FloridaHMIS.org for EPCRA on-line filing

## Attachment F
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most

advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Attachment G**

## Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

**Subcontractor Covered Transactions**

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Orange County
Recipient's Name

12-CP-03-06-58-01-207
DCA Contract Number

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memorandum**

AGENDA ITEM

August 31, 2011

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

FROM: James E. Harrison, Esq., P.E., Director
Office of Regional Mobility

SUBJECT: September 20, 2011 – Consent Item
Amendment to Developer's Agreement for
Road and Bridge Improvements to Boggy Creek Road

The Amendment to Developer's Agreement for Road and Bridge Improvements to Boggy Creek Road between Orange County and AMB Orlando Airport Park, LLC and Crockett Development Property, LLC provides that the Developer's will design, engineer and permit a new Boggy Creek Bridge as a replacement for Bridge #754004 that cannot accommodate industrial traffic in its present condition and design, engineer, permit and dedicate right-of-way for the road widening from two to four lanes of a portion of Boggy Creek Road from the Airport South Access Road to approximately 600' north of the Wetherbee Road extension. The Amendment updates the terms of the Developer's Agreement for Road and Bridge Improvements to Boggy Creek Road, which was approved by the Board of County Commissioners on November 29, 2007 and recorded at OR Book/Page 9518/1636.

The Amendment provides for a revised definition for the Final Delivery Date in Section 2(c) and Wetland Mitigation in Section 2(b). Through this Amendment Crockett Development Property, LLC waives all right to road impact fee credits for the conveyance of right-of-way for the bridge. The Amendment changes the timing for the purchase of wetland mitigation and the escrow terms for Escrow Funds. The Amendment further defines the prioritization of funding for the project including ARRA funding, and changes the timing for the contributions of the parties. The Amendment adds a provision for the dedication of right-of-way and design, engineering and permitting of a segment of Boggy Creek Road from two lanes to four lanes. The Scope of Services for the Design is attached as Exhibit C. Crockett Development Property, LLC, agreed to donate the first 2.0 acres of right-of-way at no cost to the County. The Developer is requesting road

impact fee credits for right-of-way needed in excess of 2.0 acres. Currently Phase I of the Bridge Project is under construction.

The Roadway Agreement Committee approved the Amendment to Developer's Agreement for Road and Bridge Improvements to Boggy Creek Road on July 6, 2011.

The Specific Project Expenditure Report and Relationship Disclosure Form for each property owner are attached and on file.

If you have any questions regarding this matter, please contact me at 407 836-5313.

**ACTION REQUESTED:** **Approval of Amendment to Developer's Agreement (Orange County) for Road and Bridge Improvements to Boggy Creek Road between AMB Orlando Airport Park, LLC, Crockett Development Property, LLC and Orange County to provide for the dedication of right-of-way and the design of future road and bridge improvements on Boggy Creek Road. District 4**

Attachments

JEH|HEGB:rep

# AGENT AUTHORIZATION FORM

ORANGE COUNTY GOVERNMENT FLORIDA

**FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA**

I/WE, JOHN MORGAN, AS VP DEVELOPMENT OF AMB ORLANDO AIRPORT PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, ORLANDO AIRPORT PARK (20-24-30-0000-00-010 & 20-24-30-0000-00-009), DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT ALLISON E. TURNBULL, BAKER & HOSTETLER, LLP, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, ORLANDO AIRPORT PARK , AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 17 FEB 2009 — Signature of Property Owner — John Morgan — Print Name Property Owner

Date: _____ — Signature of Property Owner — Print Name Property Owner

STATE OF GA :
COUNTY OF Gwinnett :

I certify that on 17 FEB 2009, before me, Elisa Wallace an officer duly authorized by the State of GA and in the county mentioned above, to take acknowledgements, personally appeared John Morgan, to me known to be the person described in this instrument or to have produced _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 17 day of February in the year 2009

Elisa Wallace Notary Public Gwinnett County, Georgia My Commission Expires January 16, 2011

(Notary Seal)

Signature of Notary Public
Notary Public for the State of GA

My Commission Expires: Jan 16, 2011

| Legal Description(s) or Parcel Identification Number(s) are required: |
|---|
| PARCEL ID #: 20-24-30-0000-00-010 & 20-24-30-0000-00-009 |
| |
| |
| |
| LEGAL DESCRIPTION: |
| |
| |
| |
| |

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (Nov. 14, 2008)
**Effective January 1, 2009**

# RELATIONSHIP DISCLOSURE FORM

## For use with development related items except applications in which the County is the principal or primary applicant

This form shall be submitted to the department processing your application prior to the development-related item being considered for review and/or approval by Orange County.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

**IS THE APPLICANT OR ANY PERSON INVOLVED WITH YOUR PROJECT:**

- **A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?**
- **AN EMPLOYER OF THE MAYOR OR MEMBER OF THE BCC?**

**IS ANY PERSON WITH A BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?**

**Please complete table below:**

| | Applicant/Principal | Developer | Property Owner | Consultants/Attorney |
|---|---|---|---|---|
| | | | | |
| Business Associate | YES/NO | YES/NO | YES/NO | YES/NO |
| Relative | YES/NO | YES/NO | YES/NO | YES/NO |
| Employer | YES/NO | YES/NO | YES/NO | YES/NO |
| Beneficial interest in the outcome | YES/NO | YES/NO | YES/NO | YES/NO |

If you responded **yes** to any of the above questions, please state with whom and explain the relationship: _____

_____

_____

Case # _____
(where applicable)

OC CF FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (Nov. 14, 2008)
**Effective January 1, 2009**

## ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature _____ Date: 6 Jan 2010

Print Name and Title of Person completing this form: John R. Morgan

VP Development

Business Address (Street/P.O. Box, City and Zip Code): 3424 Peachtree Rd NE,

Suite 1225, Atlanta GA 30326

Business Phone (404) 443 6210

Facsimile ( ) _____

STATE OF ~~FLORIDA~~ Massachusetts :
COUNTY OF Suffolk :

I certify that on January 6, 2010, before me, John R. Morgan an officer duly authorized by the State of ~~Florida~~ Massachusetts and in the county mentioned above, to take acknowledgements, personally appeared John R. Morgan, to me known to be the person ~~described in this instrument~~ or to have produced _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 6th day of January, in the year 2010.

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: _____

(Notary Seal)

Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 28, 2012

**Case #** _____
**(where applicable)**

# ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This form should be completed in full and filed with all application submittals.**
**This form shall remain cumulative ** File any amendment with the department processing your application.**

**Part I**
**Please complete the following:**
Name and Address of Principal or Principal's Authorized Agent: AMB Orlando Airport Park, LLC, a Delaware limited liability company

Name and Address of Lobbyist, consultants, contractors, if any: Allison E. Turnbull, Baker & Hostetler, LLP, 200 S. Orange Ave., Suite 2300, Orlando, Florida 32801

**Part II**
**Expenditures:**
An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

| Date of Expenditure | Name of Payee | Description of Expenditure | Amount Expended |
|---|---|---|---|
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | |

If continued on a separate sheet, please check here _____

**Total Expenditures this Report: $ 0.00**
**Date of this Report: January 5, 2010**

**Case #** _____
**(where applicable)**
103135278

**Part III**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this project prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 1/5/10

Signature of ☐ Principal or ☐ Principal's Authorized Agent*
***(check appropriate box)***

STATE OF FLORIDA :
COUNTY OF ORANGE :

I certify that on January 5, 2010, before me, Ivette Cordero, an officer duly authorized by the State of Florida and in the county mentioned above, to take acknowledgements, personally appeared Allison E. Turnbull, to me known to be the person described in this instrument or to have produced personally known, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 5th day of January, in the year 2010.

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires:

(Notary Seal)

IVETTE CORDERO
Commission DD 640113
Expires April 3, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

**If form is signed by the Principal's Authorized Agent, please attach the completed Agent Authorization form.*

S:\Dcrosby\Forms\Specific Project Expenditure Report\Specific Project Expenditure Form D9 (post BCC 12-16-08)

**Case #** _____
**(where applicable)**
103135278

# ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This form should be completed in full and filed with all application submittals.**
**This form shall remain cumulative ** File any amendment with the department processing your application.**

**Part I**
**Please complete the following:**
Name and Address of Principal or Principal's Authorized Agent: Crockett Development Property, LLC, 9350 Conroy Windermere Rd, Windermere, Florida 34786

Name and Address of Lobbyist, consultants, contractors, if any: Broad and Cassel, 390 North Orange Avenue, Suite 1400, Orlando, Florida 32801

**Part II**
**Expenditures:**
An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

| Date of Expenditure | Name of Payee | Description of Expenditure | Amount Expended |
|---|---|---|---|
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | |

If continued on a separate sheet, please check here ____

**Total Expenditures this Report:** $ 0
**Date of this Report:** ____

Case # ____
(where applicable)

**Part III**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this project prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 2-12-10

Signature of ☒ Principal or ☐ Principal's Authorized Agent*
***(check appropriate box)***

STATE OF FLORIDA :
COUNTY OF ORANGE :

I certify that on 2/12/2010, before me, Julia Winkler, an officer duly authorized by the State of Florida and in the county mentioned above, to take acknowledgements, personally appeared Thomas B. Youth, VP of Crockett Development Property, LLC, to me known to be the person described in this instrument ~~or to have produced~~ _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 12th day of February, in the year 2010.

JULIA WINKLER
MY COMMISSION # DD904367
EXPIRES July 05, 2013
(407) 398-0153 FloridaNotaryService.com
(Notary Seal)

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 7-5-2013

**If form is signed by the Principal's Authorized Agent, please attach the completed Agent Authorization form.*

S:\Dcrosby\Forms\Specific Project Expenditure Report\Specific Project Expenditure Form 09 (post BCC 12-16-08)

**Case #** _____
**(where applicable)**

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (Nov. 14, 2008)
**Effective January 1, 2009**

## RELATIONSHIP DISCLOSURE FORM

**For use with development related items except applications in which the County is the principal or primary applicant**

This form shall be submitted to the department processing your application prior to the development-related item being considered for review and/or approval by Orange County.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

**IS THE APPLICANT OR ANY PERSON INVOLVED WITH YOUR PROJECT:**

- **A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?**
- **AN EMPLOYER OF THE MAYOR OR MEMBER OF THE BCC?**

**IS ANY PERSON WITH A BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?**

**Please complete table below:**

| | Applicant/Principal | Developer | Property Owner | Consultants/Attorney |
|---|---|---|---|---|
| | | | | |
| Business Associate | YES(NO) | YES(NO) | YES(NO) | YES(NO) |
| Relative | YES(NO) | YES(NO) | YES(NO) | YES(NO) |
| Employer | YES(NO) | YES(NO) | YES(NO) | YES(NO) |
| Beneficial interest in the outcome | YES(NO) | YES(NO) | YES(NO) | YES(NO) |

If you responded **yes** to any of the above questions, please state with whom and explain the relationship: _____

_____

_____

Case # _____
(where applicable)

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (Nov. 14, 2008)
**Effective January 1, 2009**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature

Date: 2-12-10

Print Name and Title of Person completing this form: Thomas B. Youth, as V.P. of Crockett Development Property, LLC

Business Address (Street/P.O. Box, City and Zip Code): 9350 Conroy Windermere Road, Windermere, Florida 34786

Business Phone (407) 909-9000

Facsimile ( 407) 876-9970

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that on 2/12/2010, before me, Julia Winkler, an officer duly authorized by the State of Florida, and in the county mentioned above, to take acknowledgements, personally appeared Thomas B. Youth, as V.P. of Crockett Development Property, LLC, to me known to be the person described in this instrument or ~~to have produced~~ _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 12th day of February, in the year 2010.

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 7-5-2013

(Notary Seal)

JULIA WINKLER
MY COMMISSION # DD904367
EXPIRES July 05, 2013
(407) 398-0153 FloridaNotaryService.com

**Case #** _____
**(where applicable)**

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memorandum**

August 31, 2011

TO: John Smogor, AICP, Chairman
Development Review Committee

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

SUBJECT: Amendment to Developer's Agreement for Road and Bridge Improvements to Boggy Creek Road

The Amendment to Developer's Agreement for Road and Bridge Improvements to Boggy Creek Road between Orange County and AMB Orlando Airport Park, LLC and Crockett Development Property, LLC provides that the Developer's will design, engineer and permit a new Boggy Creek Bridge as a replacement for Bridge #754004 that cannot accommodate industrial traffic in its present condition and design, engineer, permit and dedicate right-of-way for the road widening from two to four lanes of a portion of Boggy Creek Road from the Airport South Access Road to approximately 600' north of the Wetherbee Road Extension. The Amendment updates the terms of the Developer's Agreement for Road and Bridge Improvements to Boggy Creek Road, which was approved by the Board of County Commissioners on November 29, 2007 and recorded at OR Book/Page 9518/1636.

The Amendment provides for a revised definition for the Final Delivery Date in Section 2(c) and Wetland Mitigation in Section 2(b). Through this Amendment Crockett Development Property, LLC waives all right to road impact fee credits for the conveyance of right-of-way for the bridge. The Amendment changes the timing for the purchase of wetland mitigation and the Escrow terms for Escrow Funds. The Amendment further defines the prioritization of funding for the project including ARRA funding and changes the timing for the contributions of the parties. The Amendment adds a provision for the dedication of right-of-way and design, engineering and permitting of a segment of Boggy Creek Road from two lanes to four lanes. The Scope of Services for the Design is attached as Exhibit C. Crockett Development Property, LLC agreed to donate the first 2.0 acres of right-of-way at no cost to the County. The Developer is requesting road impact fee credits for right-of-way needed in excess of 2.0 acres. Currently Phase I of the Bridge Project is under construction.

The Roadway Agreement Committee approved the Amendment to Developer's Agreement For Road and Bridge Improvements to Boggy Creek Road on July 6, 2011.

The Specific Project Expenditure Report and Relationship Disclosure Form for each property owner are attached and on file with the Transportation Planning Division and with the Clerk of the Board.

JEH|HEGB:rep

c: Jay Sargent, Chief Planner, Planning Division
Rebeca Guerra, Development Coordinator, Planning Division
Lisette Egipciaco, Project Coordinator, Development Engineering Division
File

**This Instrument Prepared By**
**and After Recording To Be Returned To:**

Craig Langley, Esq.
**BROAD AND CASSEL**
390 North Orange Avenue
Suite 1400
Orlando, Florida 32802-4961

Parcel Id No: AMB Property: 20-24-30-6270-02-020, 20-24-30-6270-02-010, 20-24-30-6270-01-010, 20-24-30-6270-01-020, and 20-24-30-6270-01-030
Parcel Id No: Crockett Property: 21-24-30-3127-00-030

# AMENDMENT TO DEVELOPERS AGREEMENT
(Orange County)

## FOR ROAD AND BRIDGE IMPROVEMENTS TO BOGGY CREEK ROAD

**THIS AMENDMENT TO DEVELOPERS AGREEMENT** (the "**Amendment**") is made and entered into by and among **AMB ORLANDO AIRPORT PARK, LLC**, (as successor in title to **ORLANDO AIRPORT PARK, LLC**), a Delaware limited liability company, having an address at c/o NRAI Services, Inc., 2731 Executive Park Drive, Suite 4, Weston, Florida 33331 and its successors and assigns ("**AMB**"); **CROCKETT DEVELOPMENT PROPERTY, LLC**, (as successor in title to **CROCKETT DEVELOPMENT, LLC**), a Florida limited liability company, having an address at 9350 Conroy Windermere Road, Windermere, Florida 34786 and its successors and assigns ("**Crockett**"); and **ORANGE COUNTY**, a charter county and a political subdivision of the State of Florida (at times referred to as the "**County**", or "**Orange County**").

**W I T N E S S E T H:**

**WHEREAS**, the parties entered into that certain Developers Agreement dated November 27, 2007 and recorded on November 29, 2007 at Official Records Book 9518, Page 1636, Public Records of Orange County, Florida, (the "**Agreement**") regarding certain duties, responsibilities,

obligations and requirements of the parties associated with the design, engineering, permitting and construction of the Boggy Creek Road Improvements, as that term is defined therein; and

**WHEREAS**, the United States federal government has made American Recovery and Reinvestment Act (ARRA) funds available for local government infrastructure projects, and in accordance therewith, Orange County has entered into a Local Agency Program Agreement (FPN:428541-1-58-01) with the Florida Department of Transportation providing up to approximately $1.3M in ARRA funds for construction and construction engineering and inspection (CEI) services associated with a 2-lane bridge over Boggy Creek, as more particularly described therein and as may be amended from time to time ("**Federal Funding**"); and

**WHEREAS**, the parties desire to amend certain provisions of the Agreement to prioritize the use of the Federal Funding, the County Contribution, and the private contributions from AMB and Crockett; and

**WHEREAS**, the parties also desire to amend certain provisions of, and supplement, the Agreement to address, among other things, the design, engineering and permitting of Boggy Creek Road from the end of the existing four-lane roadway near the Airport South Access Road to approximately 600 feet north of the proposed Wetherbee Road Extension as a divided, four lane urban roadway within a maximum of 120 foot right-of-way, and as more particularly detailed herein and generally depicted in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Road Widening**"); and

**WHEREAS**, any capitalized term used herein that is not defined herein, but is defined in the Agreement, shall have the same meaning provided for in the Agreement.

**NOW, THEREFORE**, for and in consideration of these premises, the sum of **TEN AND NO/100 DOLLARS** ($10.00), and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, AMB, Crockett, and Orange County do hereby covenant, stipulate, and agree as follows, to wit:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by this reference and made a part of this Amendment as if fully set forth herein.

2. **Final Delivery Date**. The parties acknowledge and agree that based on current plans and specifications, the permanent slope easement and temporary construction easement required from Crockett for the Boggy Creek Road Improvements are no longer necessary. Therefore, the second to last sentence in Subsection 2(c) of the Agreement, is hereby deleted in its entirety and replaced as follows:

> "The date upon which the Approved Plans and Specifications and all permits required therefor, together with the foregoing letter from the Project Engineer and the General Warranty Deed conveying the hereinafter defined Additional Right-of-Way, the Stormwater Pond easement and the hereinafter defined Additional Right-of-Way Documents are delivered to and approved and accepted by Orange County, shall be the "**Final Delivery Date**.""

From and after the Effective Date of this Amendment, all references to Final Delivery Date in the Agreement shall mean and refer to Final Delivery Date as modified by this Amendment.

In all other respects, Subsection 2(c) shall remain unchanged.

3. **Wetland Mitigation.** The third sentence in Subsection 2(b) of the Agreement is hereby deleted in its entirety and replaced as follows:

""**Wetland Mitigation**" means the sum of money sufficient to pay the cost of the equivalent number of wetland mitigation credits in basin or in the required service area to be purchased from the hereinafter defined TM/Econ Bank or from such other permitted offsite mitigation site as may be required for in basin mitigation and to be used to mitigate wetland impacts as may be required under the permits issued for the Boggy Creek Improvements and for the Road Widening."

In all other respects, Subsection 2(b) shall remain unchanged.

4. **Conveyance of Land to the County.** Subsection 2(e)(i) of the Agreement is hereby amended to add the following:

"Notwithstanding anything to the contrary provided above regarding Crockett's reserved right to request impact fee credits for the value of Additional Right-of-Way substantially different from that depicted in **Exhibit "F"** of the Agreement, Crockett waives any claim to impact fee credits for the right of way more particularly described on legal description and sketch of description attached to this Amendment and incorporated herein by reference as **Exhibit "B"**."

In all other respects, Subsection 2(e)(i) shall remain unchanged.

5. **Purchase of Wetland Mitigation.** The second sentence in Subsection 2(o) of the Agreement is hereby deleted in its entirety and replaced as follows:

"As and when required by the TM/Econ Bank or when required by the permits, County shall use the necessary portion of the County Contribution to pay the balance necessary to fully purchase the Wetland Mitigation".

In all other respects, Subsection 2(o) shall remain unchanged.

6. **Escrow Agents/Escrow Funds.** The parties acknowledge and agree that Chicago Title Insurance Company is the successor to the OAP Escrow Agent, and that the First Installment Payment and the Crockett Phase I Permitting Payment, less any funds used to pay approved design, engineering, and permitting costs expended to date, have been deposited in an interest bearing account with Chicago Title Insurance Company pursuant to a separate escrow agreement among AMB, Crockett and Chicago Title Insurance Company. Therefore, the term "**OAP Escrow Agent**" as defined in the Agreement shall hereinafter refer to Chicago Title Insurance Company or such other escrow agent approved by the parties. From and after the Effective Date of this Amendment, all references to OAP Escrow Agent in the Agreement shall mean and refer to OAP Escrow Agent as modified by this Amendment.

The term "**Crockett Escrow Agent**" as defined in the Agreement shall hereinafter refer to Broad and Cassel or such other escrow agent approved by the parties. From and after the Effective Date of this Amendment, all references to Crockett Escrow Agent in the Agreement shall mean and refer to Crockett Escrow Agent as modified by this Amendment.

Notwithstanding the timing provided in Sections 5 and 6 of the Agreement for release of escrow funds to Orange County (i.e., sixty (60) days after commencement of construction of the applicable phase), the remaining OAP Escrow Funds shall be released to Orange County within thirty (30) days after receipt of notice that the County has advertised invitations for bid for construction of Phase I, and the remaining Crockett Escrow Funds shall be released to Orange County within thirty (30) days after receipt of notice that the County has advertised invitations for bid for construction of Phase II. The above sentence only changes the timing of the release

of escrow funds to Orange County and does not change, modify or alter any conditions precedent or terms of such release provided in the Agreement.

7. **Prioritization of Funding.** The parties acknowledge and reaffirm their respective contributions for the Boggy Creek Road Improvements outlined in the Agreement. Orange County further agrees that the County Contribution and funds transferred to the County from the OAP Escrow Funds and Crockett Escrow Funds shall be held in a separate account earmarked for the Boggy Creek Road Improvements and construction of the Road Widening and expended in the order and priority outlined below. Any cost savings on Phase I or Phase II shall be retained by the County in such separate account to be used solely for the Road Widening. The use of Federal Funding for the construction of Phase I shall be given the highest priority. The County Contribution shall be given the next priority and shall generally be used in the following order: 1) for the purchase of Wetland Mitigation for Phase I and reservation of up to $195,000.00 for the future purchase of Wetland Mitigation for Phase II and the Road Widening; 2) for the construction of Phase I, to the extent not covered by the Federal Funding; and 3) for construction of Phase II and the Road Widening. If the cost of Wetland Mitigation for Phase II and the Road Widening exceeds the reserved amount of $195,000.00 and the full County Contribution has been otherwise spent on Wetland Mitigation or construction, then such additional amount required to purchase the Wetland Mitigation for Phase II and the Road Widening may be paid with funds from the Second Installment Payment, provided however, that in the event the total cost of the Wetland Mitigation exceeds $578,016.00, the cost overrun shall be shared in accordance with the terms of the Agreement. Funding from the Phase I Costs by OAP (now AMB) and Crockett shall be given the next priority and shall be used in the following order: 1) for the design, engineering, and permitting of Phase I; 2) for the construction of Phase I, to the

extent not covered by the Federal Funding or the County Contribution; and 3) for construction of Phase II and the Road Widening. Funding from the Phase II Costs by Crockett shall be given the next priority and shall be used in the following order: 1) for the design, engineering, and permitting of the Road Widening in accordance with Section 9 below, 2) for construction of Phase II and the Road Widening.

8. **Timing for Second Installment Payment by AMB and for Funding Phase II Costs by Crockett**. The parties acknowledge and agree to revise the timing for AMB to make its Second Installment Payment and for Crockett to fund the Phase II Costs as specified in **Exhibit "E"** of the Agreement. **Exhibit "E"** of the Agreement is hereby amended to delete, remove, and supersede the "**Cost Breakdown**" and replace same with the Cost Breakdown attached hereto and incorporated herein as **Exhibit "E"**. All references to the **Exhibit "E"** or "**Cost Breakdown**" in the Agreement are hereby deemed to mean as revised by this Amendment.

9. **Road Widening Design**. The Agreement is hereby amended to add the following Section regarding the Road Widening.

"The term "**Road Widening Design**" shall mean the design, engineering and permitting of the Road Widening in accordance with the scope of services set forth in **Exhibit "C"**, attached to this Amendment and incorporated herein by this reference. Crockett shall complete, or cause to be completed, the Road Widening Design in accordance with the terms of this Amendment. The Engineer's Preliminary Opinion of Probable Cost associated with the Road Widening Design is set forth in **Exhibit "D"** ("**Road Widening Design Costs**"), attached to this Amendment and incorporated herein by this reference.

Costs incurred by Crockett for the Road Widening Design shall be credited toward Crockett's Phase II Costs and Crockett shall receive dollar for dollar impact fee credit for such amount expended in the same manner as credits are granted for payment of Phase II Costs by Crockett, except that (i) any costs, the individual or aggregate value of which exceeds one hundred ten percent (110%) of the Road Widening Design Costs and/or (ii) any change order(s), the individual or aggregate value of which exceeds ten percent (10%) of the Road Widening Design Costs, may be subject to approval by the Orange County Board of County Commissioners (the "BCC"). Notwithstanding the foregoing, any costs that exceed one hundred percent (100%) of the Road Widening Design Costs, shall be reviewed and approved by the County. No more frequently than monthly, Crockett shall provide written invoices of such amounts expended for the Road Widening Design to Orange County, which shall review, approve or disapprove the invoice within ten (10) business days. Any such approved invoice together with written confirmation of the expenditure shall serve as the Crockett Confirmation Notice required for Orange County to credit the amount to the Crockett Impact Fee Credit Account.

(a) **Design.** The Road Widening shall be designed in accordance with the requirements of Orange County and this Amendment. Bowyer Singleton & Associates (or another engineer selected by Crockett and reasonably acceptable to Orange County) shall be the project engineer (the "**Project Engineer**") utilized to design the Road Widening. Crockett's contract with the Project Engineer shall provide that Orange County shall be a third party beneficiary under such contract. Within ten (10) days after the Effective Date of this Amendment, the Project Engineer and Orange County shall hold a pre-design conference to determine and agree upon any other

preliminary design and engineering matters necessary to enable the Project Engineer to develop final design, engineering, and construction plans for the Road Widening (the "**Road Widening Plans and Specifications**") consistent with applicable County and South Florida Water Management District standards as they exist at the time of permitting. Orange County shall provide, or require the Project Engineer to provide, the 100% Plans and Specifications for the Boggy Creek Road Improvements (as that term is defined in the Agreement) including electronic copies (e.g. AutoCAD), to Crockett to be used and incorporated, as necessary, into the Road Widening Plans and Specifications. The Project Engineer shall submit thirty percent (30%) Road Widening Plans and Specifications to the County on or prior to one hundred eighty (180) days after the Effective Date of this Amendment. If Orange County disapproves the submitted 30% Road Widening Plans and Specifications, Orange County shall, within said thirty (30) days, provide to the Project Engineer in writing specific reasons for the disapproval, and the Project Engineer shall resubmit the revised 30% Road Widening Plans and Specifications within thirty (30) days thereafter, or, if Project Engineer prefers and County agrees, Project Engineer shall not submit revised 30% Road Widening Plans and Specifications but, in lieu thereof, shall incorporate the requested corrections as part of its submittal of 60% Road Widening Plans and Specifications, whereupon the County shall have thirty (30) days to review and either approve or disapprove. The submittal of the 60% Road Widening Plans and Specifications shall include Project Engineer's best determination of the location and size of any stormwater ponds necessary to accommodate the Road Widening together with legal description(s) and sketch(es) of description for all such stormwater ponds. The Project Engineer shall consider the

location, size, and number of existing utilities and shall coordinate the design to limit any utilities disruption, where practical. Orange County shall review and either approve or disapprove the 60% Road Widening Plans and Specifications within thirty (30) days of receipt from the Project Engineer. If Orange County disapproves the submitted 60% Road Widening Plans and Specifications, Orange County shall, within said thirty (30) days, provide to the Project Engineer in writing specific reasons for the disapproval, and the Project Engineer shall resubmit the 60% Road Widening Plans and Specifications within thirty (30) days thereafter, or, if Project Engineer prefers and County agrees, Project Engineer shall not submit the 60% Road Widening Plans and Specifications but, in lieu thereof, shall incorporate the requested corrections as part of its submittal of 90% Road Widening Plans and Specifications, whereupon the County shall have thirty (30) days to review and either approve or disapprove. If Orange County disapproves the 90% Road Widening Plans and Specifications, Orange County shall, within said thirty (30) days provide to the Project Engineer in writing specific reasons for the disapproval, and the Project Engineer shall resubmit the 90% Road Widening Plans and Specifications within thirty (30) days thereafter, or, if Project Engineer prefers and if County agrees, Project Engineer shall not submit the revised 90% Road Widening Plans and Specifications but, in lieu thereof, shall incorporate the requested corrections as part of its submittal of 100% Road Widening Plans and Specifications, whereupon the County shall have thirty (30) days to review and either approve or disapprove. Upon approval by Orange County the 100% Road Widening Plans and Specifications shall be deemed final (the "**Road Widening Approved Plans and Specifications**"). The Project Engineer shall deliver to the County a set of documents including the Road Widening Approved

Plans and Specifications in the form prescribed in this Amendment and suitable in form and number for bidding purposes. This submittal shall be accompanied by all necessary permits required for construction and a signed and sealed letter from the Project Engineer stating that the Road Widening Approved Plans and Specifications are complete and as approved by the County and that all necessary approvals and permits needed for the Road Widening have been obtained and are submitted with these Road Widening Approved Plans and Specifications. The County Public Works Director may direct that the Road Widening Approved Plans and Specifications be delivered otherwise than set out herein, but such direction shall be given only in writing to the Project Engineer. The date upon which the Road Widening Approved Plans and Specifications and all permits required therefor (including mitigation), together with the foregoing letter from the Project Engineer and all the right-of-way and easements required for the Road Widening, including but not limited to the general warranty deed conveying the Road Widening ROW (as hereinafter defined), the Additional Stormwater Pond easement (as hereinafter defined), and any executed slope and/or temporary construction easement(s), required from Crockett, along with Additional Right-of-Way Documents as provided in **Exhibit "H"** of the Agreement, are delivered to and approved and accepted by Orange County, shall be the "**Road Widening Final Delivery Date**." If requested by Crockett, County shall acknowledge the exact date of the Road Widening Final Delivery Date in writing.

(b) **Permitting.** Crockett shall oversee the Project Engineer during the Road Widening Design, and the Project Engineer, with the reasonable cooperation and assistance of Orange County, shall obtain all necessary permits for the Road Widening, including but not limited to permits from Orange County, the South Florida Water

Management District, the United States Army Corps of Engineers and from all other governmental agencies having jurisdiction thereover. The County shall have the right to participate in meetings with the above agencies and approve of actions involved in obtaining permits for the Road Widening. The County shall waive any and all of its permit/permit review fees for the Road Widening Design. Where possible, the County will be the permit applicant for all permits (including applications or contracts for reservation and/or purchase of wetland mitigation) and will sign the permit applications. If the County cannot be the applicant, Orange County shall join in all such applications and submittals and agrees to use reasonable efforts in an expeditious manner to assist all such undertakings, including attending meetings if requested by the Project Engineer or Crockett. The parties agree to join as co-applicants, as, and if, necessary, for any permits required in connection with the Road Widening Design. The Project Engineer shall submit draft permit applications to Orange County for review and approval or disapproval prior to submittal. The County shall review all such permit applications within fourteen (14) days of receipt and shall not unreasonably withhold, condition or delay completion of permitting. Notwithstanding the foregoing, nothing contained herein shall be construed to obligate the County financially for permitting, other than for the Wetland Mitigation as stated in Section 3 of this Amendment.

(c) **Road Widening Right of Way.** At this time it is anticipated that the Road Widening will require right-of-way to be dedicated to Orange County by Crockett (the "**Road Widening ROW**") and may also require additional area to expand the capacity of the shared stormwater ponds located within the Airport South PD (the "**Additional Stormwater Ponds**"). During the design and permitting process, the

location and size of Road Widening ROW and Additional Stormwater Ponds required for the Road Widening shall be determined. No later than sixty (60) days after approval by Orange County of the 100% Road Widening Plans and Specifications, Crockett shall convey marketable fee title to the Road Widening ROW to Orange County by general warranty deed, free and clear of all encumbrances except easements acceptable to Orange County, if any. The general warranty deed shall be substantially in the form provided in **Exhibit "G"** to the Agreement and shall contain the legal description and Sketch of Description of the Road Widening ROW. The general warranty deed shall be accompanied by the items set forth on **Exhibit "H"** to the Agreement. To the extent any more right-of-way is necessary to accommodate the Road Widening, and such right-of-way is not owned by Crockett, Orange County shall use reasonable efforts to cause to be conveyed to Orange County marketable fee title to those lands required to construct the Road Widening which are not already owned by Orange County, consistent with the approved design and permits therefor. The Project Engineer shall furnish to Orange County, for its review and approval, legal descriptions, evidence of title in a form acceptable to the County and sketch(es) of description for Orange County's use in obtaining fee title and/or easements thereto. If any right-of-way required for the Road Widening cannot be obtained by voluntary conveyance by the then owner, Orange County shall use reasonable efforts to obtain said right-of-way, including undergoing condemnation proceedings, if determined desirable and necessary by Orange County.

(d) **Easements.** To the extent easements over lands owned by Crockett, such as Additional Stormwater Pond easements, slope and/or temporary construction easements, are reasonably necessary to allow completion of the Road

Widening, Crockett shall grant these easements to Orange County when required by Orange County or when required by applicable permit conditions. All such easements shall be in mutually acceptable locations, which easements shall contain mutually acceptable relocation provisions where possible. The form of Additional Stormwater Pond (drainage) easement, slope and temporary construction easements (collectively, the "Crockett Easements") shall be substantially as set forth in **Exhibit "I"** of the Agreement. All Additional Stormwater Pond easements shall provide for joint use by Crockett and Orange County, which shall be maintained by Crockett, at its sole cost and expense. Notwithstanding the above, in the event Crockett fails to adequately and properly maintain the Additional Stormwater Ponds to Orange County standards, the County shall have the right, but not the obligation, to enter the Crockett Property to maintain the Additional Stormwater Ponds as necessary to meet Orange County Standards, at Crockett's expense. County shall obtain any and all easements, if any, needed to complete the Road Widening over lands not owned by Crockett. If any such easements cannot be obtained by voluntary conveyance by the then owner, Orange County shall use reasonable efforts to obtain said easements, including undergoing condemnation proceedings, if determined desirable and necessary by Orange County.

(e) **Credit for Road Widening ROW and Easements.** Crockett agrees to donate to the County the Road Widening ROW (not to exceed 2.0 acres in area) and the Crockett Easements and waives any claim to impact fee credits for this donation. Crockett, however, reserves the right to request impact fee credits for the value of the Road Widening ROW in excess of 2.0 acres, in which event, the value of the Road

Widening ROW shall be determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time."

10. **Utilities.** The Agreement is hereby amended to add the following Section regarding the utilities associated with the Road Widening:

"In the event Orange County has any facilities that will need to be relocated as a result of the Road Widening or if Orange County desires to place any utilities in the road right-of-way, then, in that event, Orange County shall at its expense cause said utilities to be designed and permitted all in accordance with the schedule of design and permitting for the Road Widening, as determined by Orange County Utilities. Further, Orange County shall evaluate existing utilities in the right-of-way that may require relocation and shall use reasonable efforts to coordinate with such utility companies, such that the relocation will be conducted at the expense of said utilities and so as to not delay the construction of the Road Widening."

11. **Notices**. Section 9(d) of the Agreement is hereby deleted in its entirety and replaced as follows:

Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, telecopy, or certified mail, return receipt requested, shall be effective upon receipt, and shall be delivered to each of the parties at the following addresses or at such other addresses specified by written notice in compliance with the terms of this Paragraph:

| | |
|---|---|
| **To AMB:** | AMB Orlando Airport Park, LLC<br>Attention: John Morgan, Vice President of Development<br>3424 Peachtree Road NE<br>Suite 125<br>Atlanta, Georgia 30326<br>Telecopy: (678) 302-9351 |
| With a copy to: | AMB Property Corporation<br>Attention: Tamra Browne, Esq.<br>SVP, General Counsel<br>Pier 1, Bay 1<br>San Francisco, California 94111<br>Telecopy: (415) 477-2178 |
| **To Crockett:** | Crockett Development Property, LLC<br>Attention: Thomas B. Youth, President<br>9350 Conroy Windermere Road,<br>Windermere, Florida 32827<br>Telecopy: (407) 876-9970 |
| With a copy to: | C. David Brown, II, P.A.<br>Broad and Cassel<br>390 N. Orange Avenue<br>Suite 1400<br>Orlando, Florida 32801<br>Telecopy: 407-425-8377 |
| **To Orange County:** | Orange County Administrator<br>P.O. Box 1393<br>Orlando, Florida 32802-1393<br>Telecopy: 407-836-7399 |
| With a copy to: | Orange County Growth Management/<br>Transportation Planning Division<br>Public Works Complex<br>4200 South John Young Parkway<br>Orlando, Florida 32839<br>Attn: Manager of Transportation<br>Telecopy: 407-836-8079 |

12. **Recordation of Amendment**. An executed original of this Amendment shall be recorded, at Crockett's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date of this Amendment.

13. **Amendment of Agreement**. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

14. **Reaffirmation.** Except as modified by this Amendment, the parties hereby reaffirm all terms, covenants and conditions contained in the Agreement.

15. **Authority to Contract.** The execution of this Amendment has been duly authorized by the appropriate body or official of all parties hereto.

16. **Effective Date.** The effective date (the "**Effective Date**") of this Amendment shall be the date when the last one of the parties has properly executed this Amendment as determined by the date set forth immediately below their respective signatures.

17. **Counterparts**. This Amendment may be executed in up to three (3) identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the parties here to have caused these presents to be executed in manner and form sufficient to bind them as of the Effective Date of this Amendment.

ATTEST: Martha O. Haynie,
County Comptroller

As: Clerk to the Board of County Commissioners

By:_____
Deputy Clerk

Date:_____

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By:_____
Teresa Jacobs, Orange County Mayor

Date:_____, 20___

**WITNESSES:**

Witness Signature
Printed Name: Robert T Buggs

Witness Signature
Printed Name: Beadle

**AMB:**

**AMB ORLANDO AIRPORT PARK, LLC,**
a Delaware limited liability company

By: AMB HFC, L.P., its sole member

By: AMB HFC GP, LLC, its general partner

By: AMB Property II, L.P., its sole member

By: AMB Property Holding Corporation, its general partner

By: _____
Name: Johnnie Ray Morgan
Title: VP Regional Development
Date: 29 August, 2011

**STATE OF** GEORGIA )
)
**COUNTY OF** GWINNETT )

The foregoing instrument was acknowledged before me this 29th day of August, 2011, by Johnnie Morgan, as Vice President of AMB Property Holding Corporation, general partner of AMB Property II, L.P., sole member of AMB HFC GP, LLC, general partner of AMB HFC, L.P., sole member of **AMB Orlando Airport Park, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

SUSAN A BEAGLE NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 29, 2013

Susan A. Beagle
NOTARY PUBLIC
Print Name: Susan A. Beagle
My Commission Expires: 7/29/13

Signed, sealed and delivered in the Presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

**CROCKETT DEVELOPMENT PROPERTY, LLC,**
**a Florida limited liability company**

By: _____

Printed Name: Thomas Youth

Title: President

Date: August 9, 2011

**STATE OF** Florida )
)
**COUNTY OF** Orange )

The foregoing instrument was acknowledged before me this 9th day of August, 2011, by Thomas Youth, as Thomas Youth of Crockett Development Property, LLC, a Florida limited liability company. He/She is personally known to me or has produced _____ as identification.

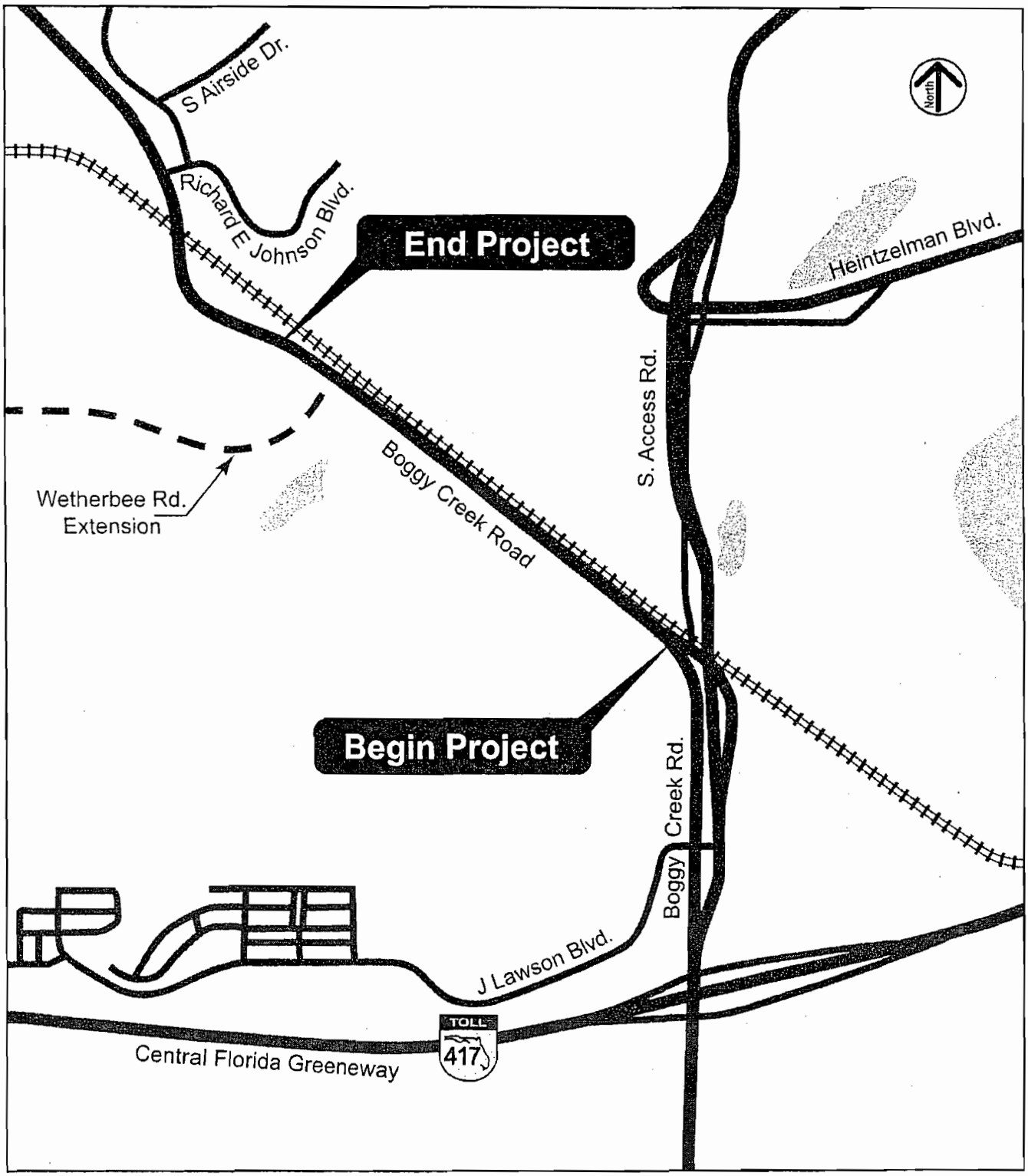
AMANDA YEAGER
MY COMMISSION # EE066793
EXPIRES February 22, 2015
(407) 398-0153 FloridaNotaryService.com

Print Name: Amanda Yeager
Notary Public, State of Florida
Commission No.: EE066793
My Commission Expires: 2-22-2015

**EXHIBIT "A"**

**Depiction of Road Widening**

**Exhibit "A"**




**Boggy Creek Road Widening**

***Project Location Map***

**EXHIBIT "B"**
**Sketch and Description of Additional Right-of-Way for Bridge**

# LEGAL DESCRIPTION

SCHEDULE "A"
PARCEL NUMBER : RWI

A PORTION OF LOT 3 OF GINN-AIRPORT, PLAT BOOK 55, PAGES 44-49, PUBLIC RECORDS, ORANGE COUNTY, FLORIDA, LYING IN SECTIONS 16 AND 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"X6" CONCRETE MONUMENT WITH NAIL, NO IDENTIFICATION, MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 00°40'25" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, A DISTANCE OF 388.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LOT 3 OF GINN-AIRPORT, PLAT BOOK 55, PAGES 44-49, PUBLIC RECORDS, ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, RUN SOUTH 55°15'53" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 646.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55°15'53" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 156.98 FEET; THENCE RUN SOUTH 55°15'25" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 361.56 FEET TO THE POINT OF CURVATURE OF A CURVE, HAVING A RADIUS OF 2794.93 FEET AND A CENTRAL ANGLE OF 06°17'00", AND A CHORD DISTANCE OF 306.35 FEET WHICH BEARS SOUTH 52°06'55" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 306.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 48°58'25" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 89.62 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF BOGGY CREEK ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 203, PAGE 342, PUBLIC RECORDS, ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT 3, RUN SOUTH 41°01'35" WEST ALONG SAID EXISTING RIGHT OF WAY LINE OF BOGGY CREEK ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 203, PAGE 342, A DISTANCE OF 19.50 FEET TO A POINT ON A NON-TANGENT CURVE, HAVING A RADIUS OF 3583.54 FEET AND A CENTRAL ANGLE OF 04°14'57", AND A CHORD DISTANCE OF 265.70 FEET WHICH BEARS NORTH 51°00'09" WEST; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE OF BOGGY CREEK ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 203, PAGE 342, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 265.76 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 36°46'51" EAST, A DISTANCE OF 3.82 FEET TO A POINT LYING 19.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO THE AFOREMENTIONED NORTHERLY LINE OF LOT 3, THE NEXT THREE CALLS RUNNING 19.50 FEET SOUTH OF AND PARALLEL WITH SAID NORTHERLY LINE OF LOT 3, SAID POINT BEING ON A NON-TANGENT CURVE, HAVING A RADIUS OF

(CONTINUED ON SHEET 2)

NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 24 SOUTH, RANGE 30 EAST BEING N00°40'25"E.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61G17-6, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

| | | | | |
|---|---|---|---|---|
| DESIGNED BY: WEB | DATE: 12/12/08 | SECTION: 16 | BOGGY CREEK ROAD | ORANGE COUNTY |
| DRAWN BY: MJF | REV.: | TOWNSHIP: 24S | Bowyer-Singleton & Assoc., Inc. | DRAWING SCALE: N/A |
| APPROVED BY: WEB | REV.: | RANGE: 30E | 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 | SHEET 1 OF 5 |
| | REV.: | | TELEPHONE: 407-843-5120 | C.I.P. • N/A |

# LEGAL DESCRIPTION

SCHEDULE "A"
PARCEL NUMBER : RWI

(CONTINUED FROM SHEET 1)

2775.43 FEET AND A CENTRAL ANGLE OF 02°38'36", AND A CHORD DISTANCE OF 128.04 FEET WHICH BEARS NORTH 53°56'07" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 128.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 55°15'25" WEST, A DISTANCE OF 361.56 FEET; THENCE RUN NORTH 55°15'53" WEST, A DISTANCE OF 156.97 FEET; THENCE DEPARTING SAID LINE RUNNING 19.50 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 3, RUN NORTH 34°44'07" EAST, A DISTANCE OF 19.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 18,301 SQUARE FEET MORE OR LESS.

## LEGEND & ABBREVIATIONS

| | |
|---|---|
| R | = RADIUS |
| L | = ARC LENGTH |
| Δ | = DELTA (CENTRAL ANGLE) |
| CD | = CHORD LENGTH |
| CB | = CHORD BEARING |
| TB | = TANGENT BEARING |
| P.O.C. | = POINT OF COMMENCEMENT |
| P.O.B. | = POINT OF BEGINNING |
| C.M. | = CONCRETE MONUMENT |
| R/W | = RIGHT OF WAY |
| SEC. | = SECTION |
| TWP | = TOWNSHIP |
| RGE | = RANGE |
| O.B. | = DEED BOOK |
| COR. | = CORNER |
| N&D | = NAIL & DISK |
| LB | = CERTIFICATE OF AUTHORIZATION |
| P.B. | = PLAT BOOK |
| PG. | = PAGE |
| ID. | = IDENTIFICATION |
| FND. | = FOUND |
| P.C. | = POINT OF CURVATURE |
| P.T. | = POINT OF TANGENCY |
| RR | = RAILROAD |
| O.R.B. | = OFFICIAL RECORDS BOOK |
| C.R. | = COUNTY ROAD |
| S.R. | = STATE ROAD |
| LT | = LEFT |
| RT | = RIGHT |
| PG. | = PAGE |
| ⌇ | = LINE BREAK |
| ℄ | = CENTER LINE |

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61G17-6, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

01/15/2009

WILLIAM E. BYRD DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 5442
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

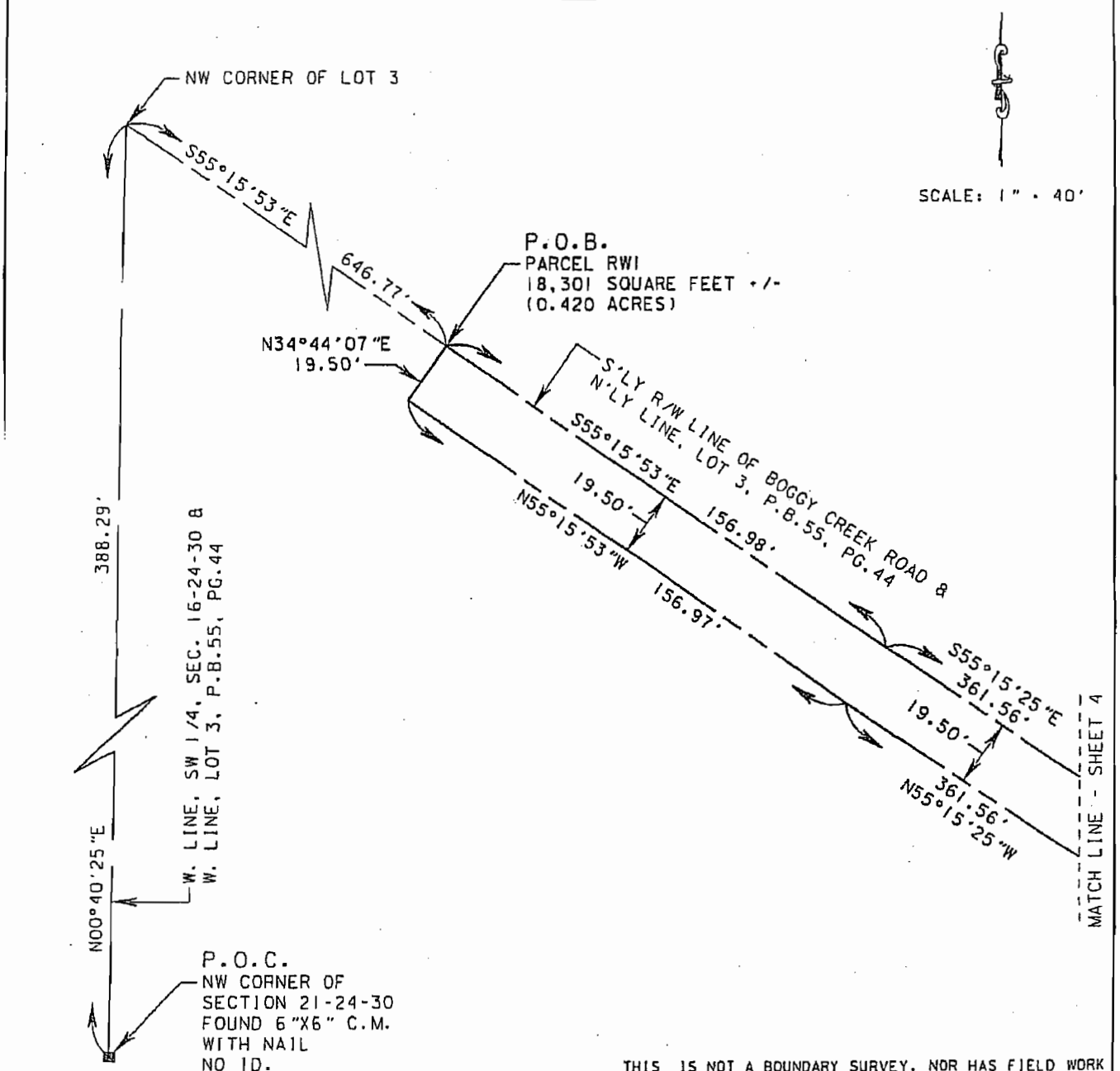
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 24 SOUTH, RANGE 30 EAST BEING N00°40'25"E.

| | | | | |
|---|---|---|---|---|
| DESIGNED BY: WEB | DATE: 12/12/08 | SECTION: 16 | BOGGY CREEK ROAD | ORANGE COUNTY |
| DRAWN BY: MJF | REV.: | TOWNSHIP: 24S | Bowyer-Singleton & Assoc., Inc. | DRAWING SCALE: N/A |
| APPROVED BY: WEB | REV.: | RANGE: 30E | 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 | SHEET 2 OF 5 |
| | REV.: | | TELEPHONE: 407-843-5120 | C.I.P. • N/A |

# SKETCH OF DESCRIPTION



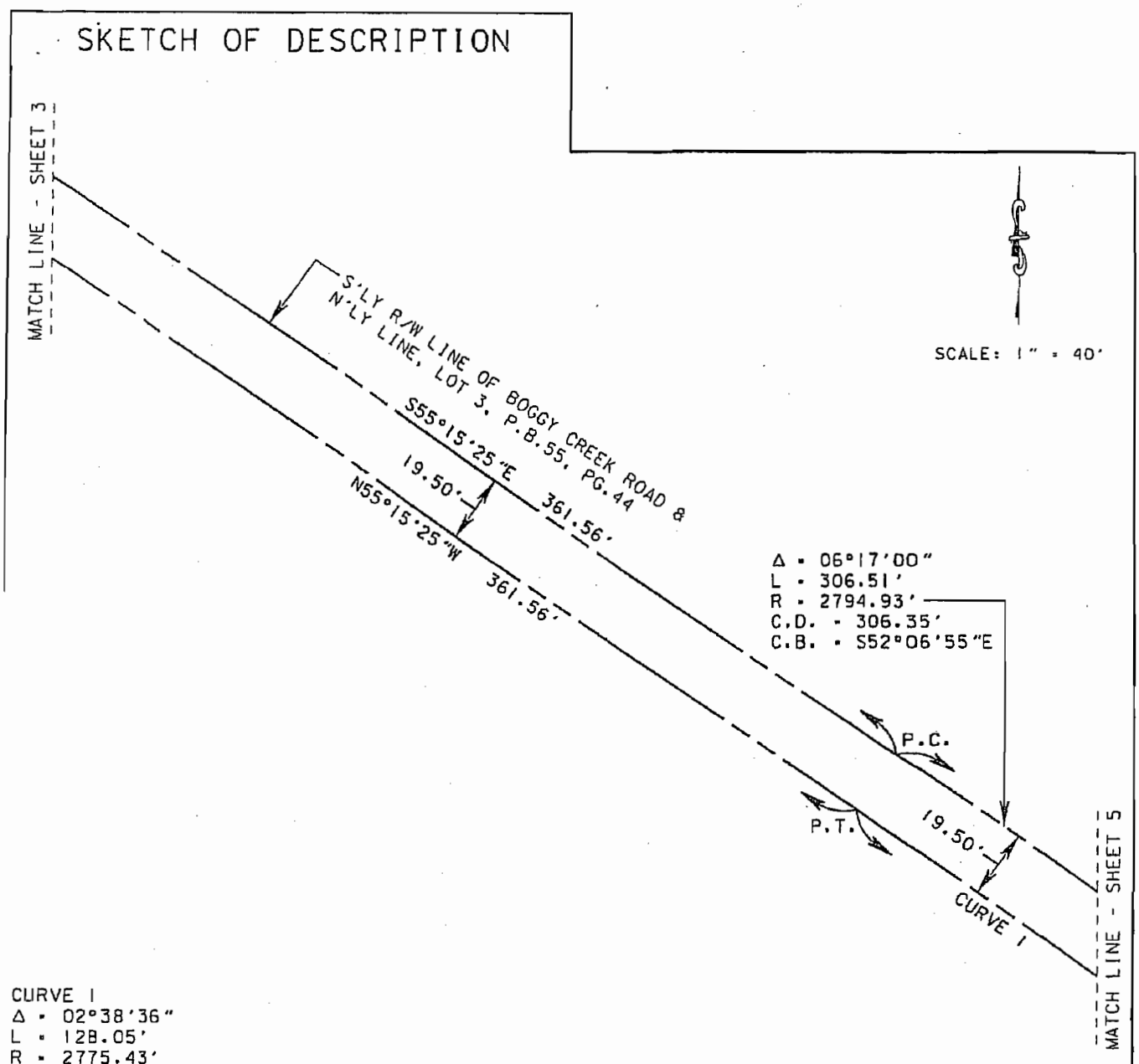

NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 24-SOUTH, RANGE 30 EAST BEING N00°40'25"E.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61G17-6, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

SEE SHEET 2 FOR LEGEND

| | | | | |
|---|---|---|---|---|
| DESIGNED BY: WEB | DATE: 12/12/08 | SECTION: 16 | BOGGY CREEK ROAD | ORANGE COUNTY |
| DRAWN BY: MJF | REV.: | TOWNSHIP: 24S | Bowyer-Singleton & Assoc., Inc. | DRAWING SCALE: 1"=40' |
| APPROVED BY: WEB | REV.: | RANGE: 30E | 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 | SHEET 3 OF 5 |
| | REV.: | | TELEPHONE: 407-843-5120 | C.I.P. • N/A |

# SKETCH OF DESCRIPTION




CURVE 1
Δ = 02°38'36"
L = 128.05'
R = 2775.43'
C.D. = 128.04'
C.B. = N53°56'07"W

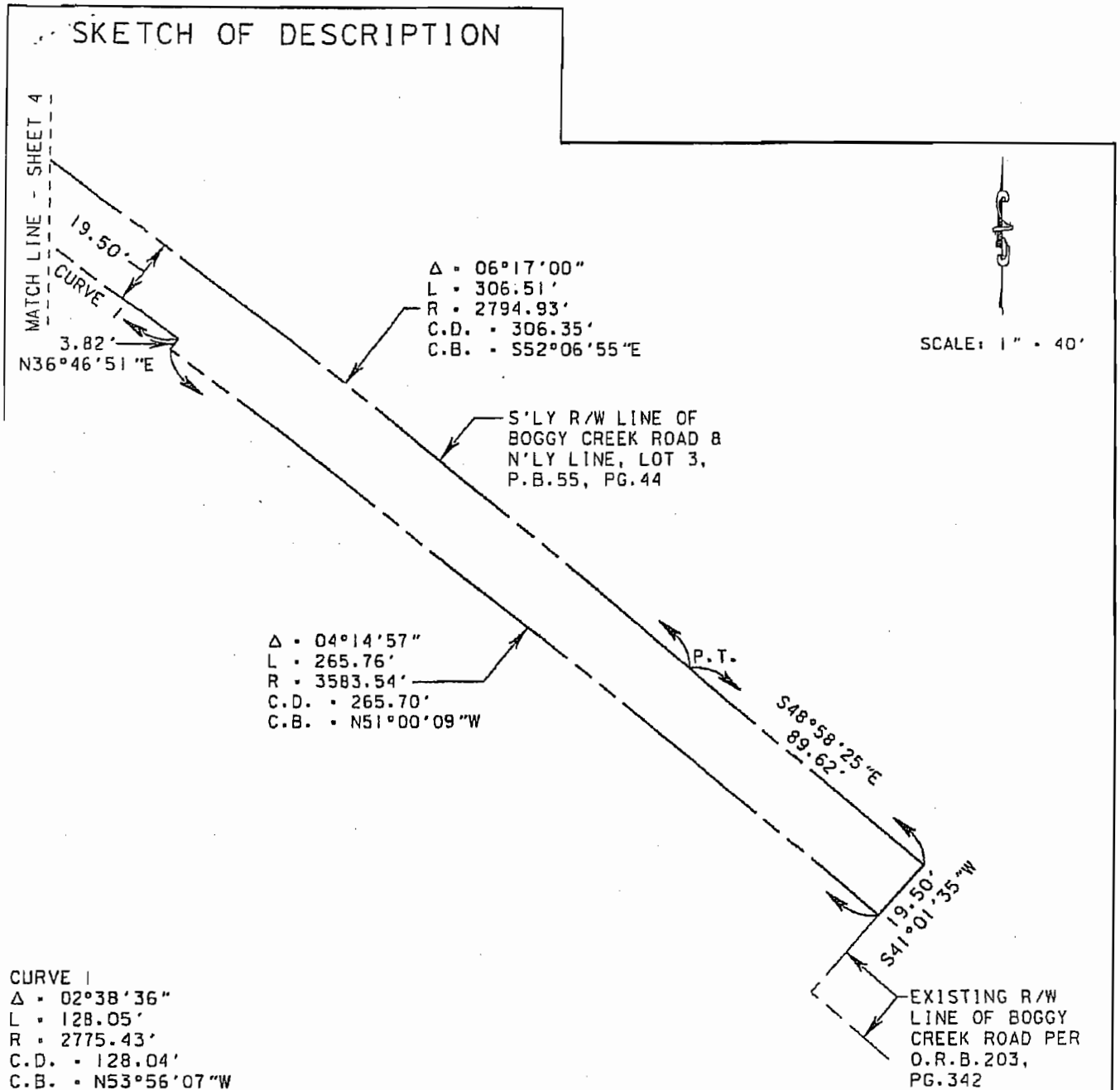
NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 24 SOUTH, RANGE 30 EAST BEING N00°40'25"E.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61G17-6, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

SEE SHEET 2 FOR LEGEND

| | | | | |
|---|---|---|---|---|
| DESIGNED BY: WEB | DATE: 12/12/08 | SECTION: 16 | BOGGY CREEK ROAD | ORANGE COUNTY |
| DRAWN BY: MJF | REV.: | TOWNSHIP: 24S | Bowyer-Singleton & Assoc., Inc. | DRAWING SCALE: 1"=40' |
| APPROVED BY: WEB | REV.: | RANGE: 30E | 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 | SHEET 4 OF 5 |
| | REV.: | | TELEPHONE: 407-843-5120 | C.I.P. = N/A |

# SKETCH OF DESCRIPTION




CURVE 1
Δ = 02°38'36"
L = 128.05'
R = 2775.43'
C.D. = 128.04'
C.B. = N53°56'07"W

NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 24 SOUTH, RANGE 30 EAST BEING N00°40'25"E.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61G17-6, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

SEE SHEET 2 FOR LEGEND

| | | | | |
|---|---|---|---|---|
| DESIGNED BY: WEB | DATE: 12/12/08 | SECTION: 16 | BOGGY CREEK ROAD | ORANGE COUNTY |
| DRAWN BY: MJF | REV.: | TOWNSHIP: 24S | Bowyer-Singleton & Assoc., Inc. | DRAWING SCALE: 1"=40' |
| APPROVED BY: WEB | REV.: | RANGE: 30E | 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 | SHEET 5 OF 5 |
| | REV.: | | TELEPHONE: 407-843-5120 | C.I.P. = N/A |

# LEGAL DESCRIPTION

SCHEDULE "A"
PARCEL NUMBER : RW2

A PORTION OF LOT 3 OF GINN-AIRPORT, PLAT BOOK 55, PAGES 44-49, PUBLIC RECORDS, ORANGE COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"X6" CONCRETE MONUMENT WITH NAIL, NO IDENTIFICATION, MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 00°40'25" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, A DISTANCE OF 388.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LOT 3 OF GINN-AIRPORT, PLAT BOOK 55, PAGES 44-49, PUBLIC RECORDS, ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, RUN SOUTH 55°15'53" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 803.75 FEET; THENCE RUN SOUTH 55°15'25" EAST ALONG SAID NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 361.56 FEET TO THE POINT OF CURVATURE OF A CURVE, HAVING A RADIUS OF 2794.93 FEET AND A CENTRAL ANGLE OF 06°17'00", AND A CHORD DISTANCE OF 306.35 FEET WHICH BEARS SOUTH 52°06'55" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 306.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 48°58'25" EAST ALONG SAID NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 519.39 FEET TO THE POINT OF CURVATURE OF A CURVE, HAVING A RADIUS OF 5792.65 FEET AND A CENTRAL ANGLE OF 02°19'21", AND A CHORD DISTANCE OF 234.79 FEET WHICH BEARS SOUTH 50°08'06" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 234.81 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, HAVING A RADIUS OF 5792.65 FEET AND A CENTRAL ANGLE OF 00°00'39", AND A CHORD DISTANCE OF 1.09 FEET WHICH BEARS SOUTH 51°18'06" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 1.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 51°18'25" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 416.41 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID LOT 3, RUN SOUTH 38°41'35" WEST, A DISTANCE OF 11.50 FEET TO A POINT ON A LINE 11.50 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 3, THE NEXT TWO CALLS RUNNING 11.50 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 3; THENCE RUN NORTH 51°18'25" WEST, A DISTANCE OF 416.41 FEET TO THE POINT OF CURVATURE OF A CURVE, HAVING A RADIUS OF 5804.15 FEET AND A CENTRAL ANGLE OF 00°01'01", AND A CHORD DISTANCE OF 1.72 FEET WHICH

(CONTINUED ON SHEET 2)

NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 24 SOUTH, RANGE 30 EAST BEING N00°40'25"E.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61G17-6, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

| | | | | |
|---|---|---|---|---|
| DESIGNED BY: WEB | DATE: 12/12/08 | SECTION: 21 | BOGGY CREEK ROAD | ORANGE COUNTY |
| DRAWN BY: MJF | REV.: | TOWNSHIP: 24S | Bowyer-Singleton & Assoc., Inc. | DRAWING SCALE: N/A |
| APPROVED BY: WEB | REV.: | RANGE: 30E | 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 | SHEET 1 OF 4 |
| | REV.: | | TELEPHONE: 407-843-5120 | C.I.P. • N/A |

# LEGAL DESCRIPTION

SCHEDULE "A"
PARCEL NUMBER : RW2

(CONTINUED FROM SHEET 1)

BEARS NORTH 51°17'55" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.72 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 203, PAGE 342, PUBLIC RECORDS, ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 41°49'34" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD, A DISTANCE OF 11.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,805 SQUARE FEET MORE OR LESS.

## LEGEND & ABBREVIATIONS

| | |
|---|---|
| R | = RADIUS |
| L | = ARC LENGTH |
| Δ | = DELTA (CENTRAL ANGLE) |
| CD | = CHORD LENGTH |
| CB | = CHORD BEARING |
| TB | = TANGENT BEARING |
| P.O.C. | = POINT OF COMMENCEMENT |
| P.O.B. | = POINT OF BEGINNING |
| C.M. | = CONCRETE MONUMENT |
| R/W | = RIGHT OF WAY |
| SEC. | = SECTION |
| TWP | = TOWNSHIP |
| RGE | = RANGE |
| D.B. | = DEED BOOK |
| COR. | = CORNER |
| N&D | = NAIL & DISK |
| LB | = CERTIFICATE OF AUTHORIZATION |
| P.B. | = PLAT BOOK |
| PG. | = PAGE |
| ID. | = IDENTIFICATION |
| FND. | = FOUND |
| P.C. | = POINT OF CURVATURE |
| P.T. | = POINT OF TANGENCY |
| RR | = RAILROAD |
| O.R.B. | = OFFICIAL RECORDS BOOK |
| C.R. | = COUNTY ROAD |
| S.R. | = STATE ROAD |
| LT | = LEFT |
| RT | = RIGHT |
| PG. | = PAGE |
| ~\/~ | = LINE BREAK |
| ℄ | = CENTER LINE |

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61G17-6, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

01/19/2009

WILLIAM E. BYRD DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 5442
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

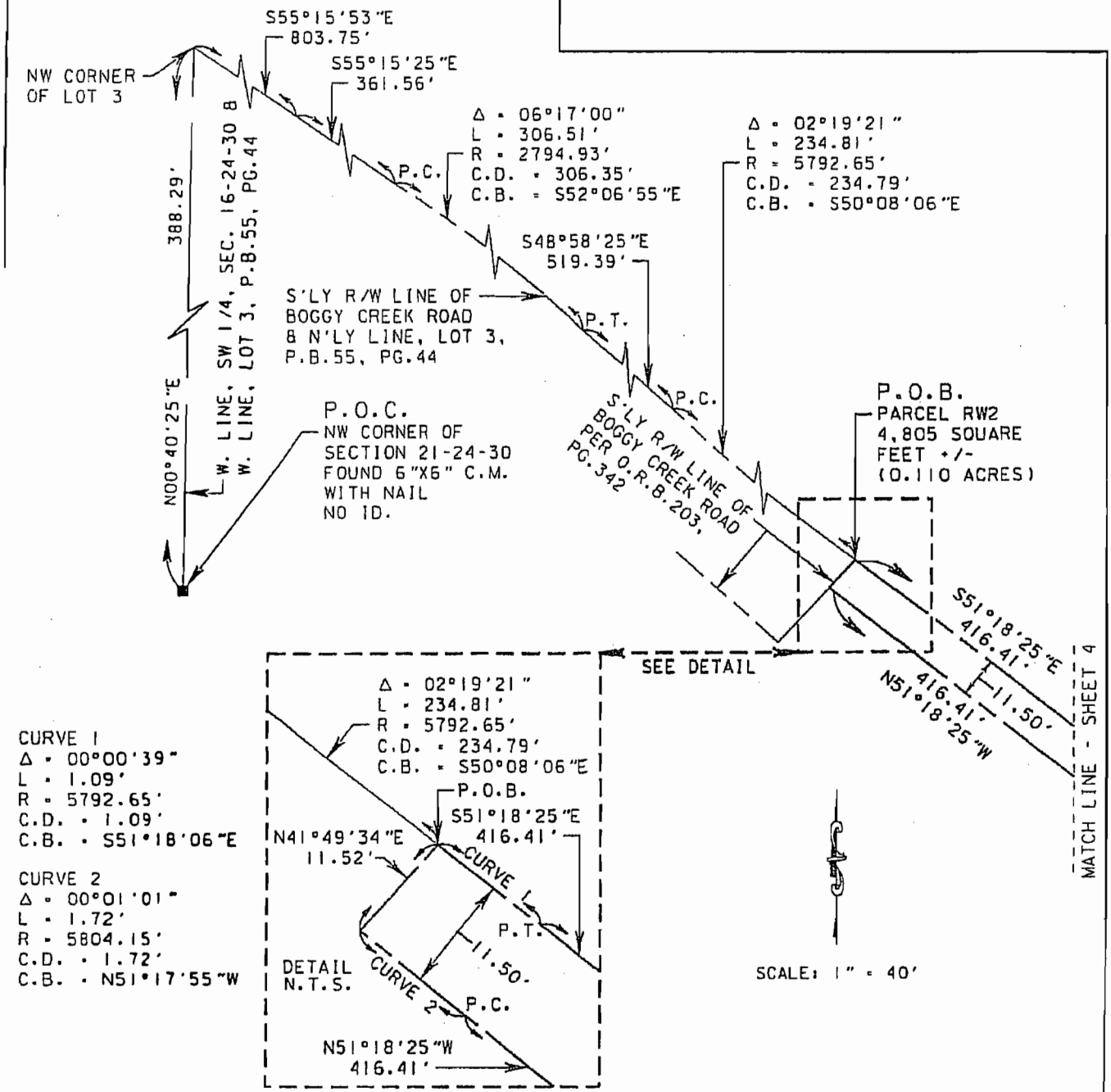
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

OTE: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE F THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 24 OUTH, RANGE 30 EAST BEING N00°40'25"E.

| | | | | |
|---|---|---|---|---|
| ESIGNED BY: WEB | DATE: 12/12/08 | SECTION: 21 | BOGGY CREEK ROAD | ORANGE COUNTY |
| RAWN BY: MJF | REV.: | TOWNSHIP: 24S | Bowyer-Singleton & Assoc., Inc. | DRAWING SCALE: N/A |
| PPROVED BY: WEB | REV.: | RANGE: 30E | 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 | SHEET 2 OF 4 |
| | REV.: | | TELEPHONE: 407-843-5120 | C.I.P. • N/A |

# SKETCH OF DESCRIPTION




CURVE 1
Δ = 00°00'39"
L = 1.09'
R = 5792.65'
C.D. = 1.09'
C.B. = S51°18'06"E

CURVE 2
Δ = 00°01'01"
L = 1.72'
R = 5804.15'
C.D. = 1.72'
C.B. = N51°17'55"W

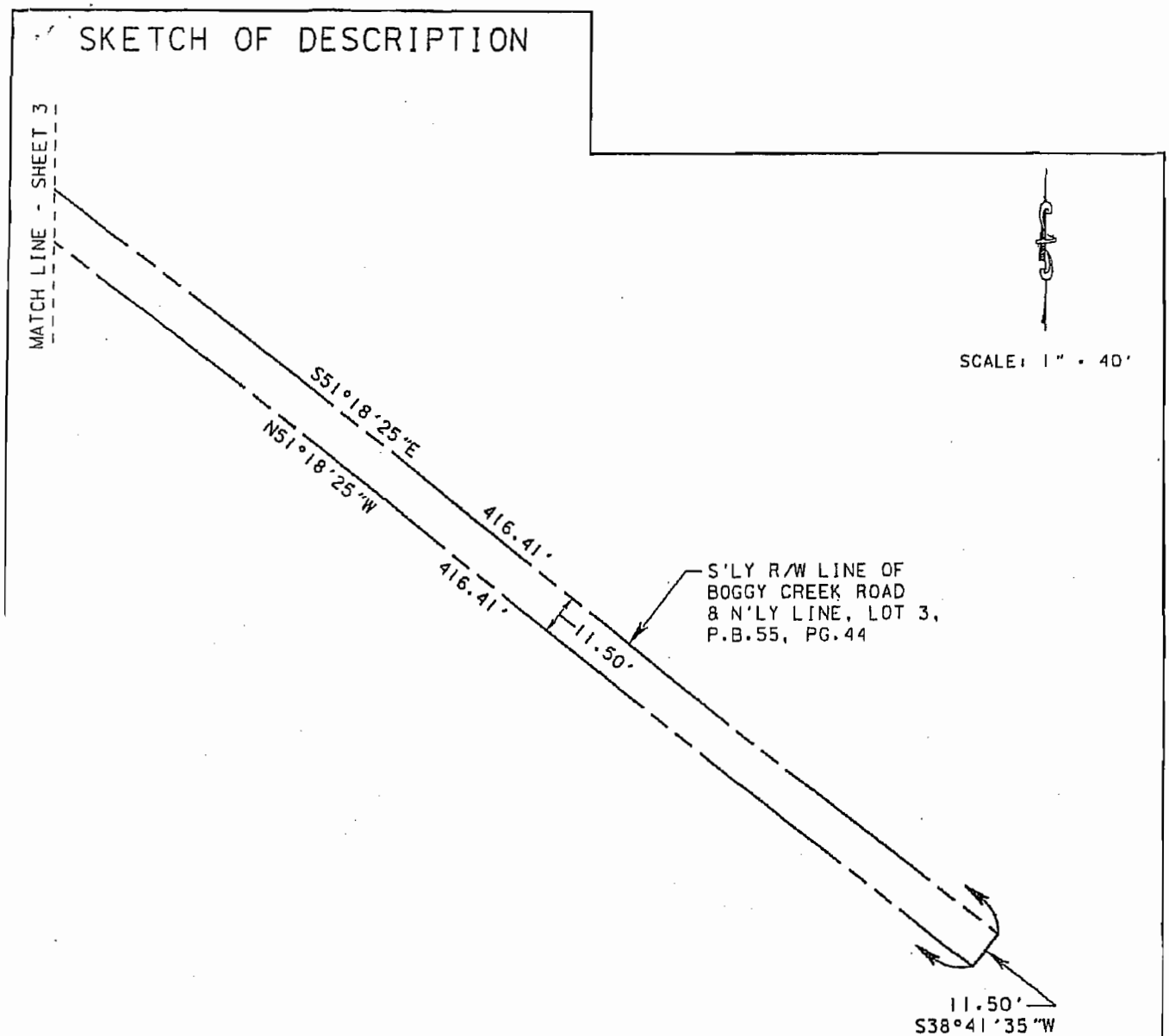
NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 24 SOUTH, RANGE 30 EAST BEING N00°40'25"E.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61G17-6, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

SEE SHEET 2 FOR LEGEND

| | | | | |
|---|---|---|---|---|
| DESIGNED BY: WEB | DATE: 12/12/08 | SECTION: 16 | BOGGY CREEK ROAD | ORANGE COUNTY |
| DRAWN BY: MJF | REV.: | TOWNSHIP: 24S | Bowyer-Singleton & Assoc., Inc. | DRAWING SCALE: 1"=40' |
| APPROVED BY: WEB | REV.: | RANGE: 30E | 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 | SHEET 3 OF 4 |
| | REV.: | | TELEPHONE: 407-843-5120 | C.I.P. = N/A |

# SKETCH OF DESCRIPTION




THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61G17-6, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 24 SOUTH, RANGE 30 EAST BEING N00°40'25"E.

SEE SHEET 2 FOR LEGEND

| | | | | |
|---|---|---|---|---|
| DESIGNED BY: WEB | DATE: 12/12/08 | SECTION: 16 | BOGGY CREEK ROAD | ORANGE COUNTY |
| DRAWN BY: MJF | REV.: | TOWNSHIP: 24S | Bowyer-Singleton & Assoc., Inc. | DRAWING SCALE: 1"=40' |
| APPROVED BY: WEB | REV.: | RANGE: 30E | 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 | SHEET 4 OF 4 |
| | REV.: | | TELEPHONE: 407-843-5120 | C.I.P. = N/A |

# EXHIBIT "C"
## Scope of Services for Road Widening Design

# Exhibit C
# Boggy Creek Road - North
(From Airport South Access Road to Wetherbee Road Extension)
(Approximately 1.4 miles)

## Final Engineering Design

### Scope of Services

The Consultant shall provide final engineering design and construction plan preparation for the above referenced project. The Consultant shall perform those engineering services required to prepare a complete set of contract documents (plans and specifications) as described elsewhere herein.

The Consultant's Engineer-of-Record shall sign and seal a certification on the plans stating that the design has been prepared in accordance with the State of Florida Manual of Uniform Standards for Design, Construction, and Maintenance for Streets and Highways. Plans shall be accurate, legible and completed in accordance with the Florida Department of Transportation (FDOT) Roadway Plans Preparation Manual and the Florida Department of Transportation Roadway and Traffic Design Standards latest English Units edition, in effect at the time of the Notice to Proceed, as modified herein. The Consultant shall utilize his/her best engineering judgment, practices and principles in performing the work.

The Consultant is to prepare plans for the widening from 2 to 4 lanes of Boggy Creek Road from the end of the existing four-lane roadway near the Airport South Access Road to approximately 600 feet north of the Wetherbee Road Extension (excluding the 1,800 feet previous designed by Bowyer-Singleton & Associates). The project will also include a bridge structure over a tributary to Boggy Creek. In addition, the project will include incorporating the previously prepared four-lane plans for the bridge over Boggy Creek into the construction plans. Stormwater retention areas will be designed and permitted. The Consultant shall also be responsible for proper tie in of all crossroads to the existing condition with respect to grading and drainage.

The tasks included in this Scope of Services can be generally grouped into the following nine primary categories:

1. Administration
2. Public Information
3. Design and Plans Preparation
4. Permitting
5. Right-of-Way Engineering
6. Design Surveys
7. Geotechnical Services
8. Railroad Coordination
9. Post Design Services

This Scope of Services addresses each task within these elements and serves to further define specific requirements. The Consultant shall submit all required deliverables and provide specific services (with the exception of Post Design Services) within 365 days (inclusive of four-week review periods by County for review of progress submittals) upon written authorization from the County.

## 1.0 Administration

### 1.1 Notice to Proceed Meeting

The Consultant will prepare for and attend a Notice to Proceed Meeting with the County Project Manager and staff. At this meeting, County staff and key members of the Consulting team shall set the final parameters for the project and formally initiate final design.

### 1.2 Project Meetings

The appropriate members of the Consulting team shall attend periodic meetings (up to six (6) with the Orange County Project Manager and staff to discuss project progress and status, technical issues, and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Project Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings.

### 1.3 Project Management and Supervisions

Project Management and Supervision shall be included as a percentage of manhours for each primary categories listed above except for Administration and Post Design Services

### 1.4 Final Design Project Schedule

The Consultant shall prepare and submit a detailed project schedule prior to the Notice to Proceed Meeting for completion of final design and plans preparation identifying major tasks, their duration and tasks relationships. All deliverables shall be identified as milestones on the schedule. This schedule will utilize the Orange County Standard Roadway Project Schedule format on MS Project. The Consultant shall submit an updated design project schedule as directed by the Orange County Project Manager. Project Design Schedules shall only be updated by an amendment to the contract.

### 1.5 Cost Estimates and Construction Schedule

The Consultant shall prepare and submit a detailed engineer's cost estimate for construction of the project at each 60%, 90%, 100% and final submittal. The Consultant shall also provide an estimate of construction time at the 90% and final submittals.

Note: If no bid is within +/- 10 % of the Engineer's estimate, the Consultant will prepare a revised estimate, re-evaluate the construction plans, evaluate the bids and submit a report that summarizes this information. This report will include recommendations for revisions to the construction documents, if needed. This report shall be prepared at no cost to the County.

## 1.6 Utility Coordination

The Consultant shall coordinate with all utility providers within the project limits by furnishing plans at the 30%, 60%, 90%, 100% and final review stages to the utilities for review, confirmation of utility location and relocation purposes. The development of the roadway plans shall incorporate and consider the input provided by each utility. The Consultant shall coordinate with all utilities to ensure that the final design considers all existing and proposed utilities. As part of each progress submittal Consultant shall provide a list of all utilities that have been provided copies of the construction plans, and the dates the plans were delivered to each Utility. Consultant shall also provide a summary of the response received from each Utility.

The Consultant shall conduct timely on-going utility coordination efforts to ensure timely receipt of design information from the various utilities. The Consultant shall hold utility coordination meetings at Orange County Public Works at 60%, 90% and at 100% plans as necessary, and shall furnish the most recent project schedule to the utility companies. The Consultant shall prepare and distribute the meeting minutes following each of these meetings.

The Consultant shall resolve all utility conflicts prior to submitting final plans. No utilities shall be in conflict with any proposed roadway improvements.

The Consultant shall be responsible to coordinate with utility companies to identify any unrecorded or prescriptive easements. Said information shall be communicated to Orange County appraisal/right-of-way acquisition staff.

## 1.7 Quality Assurance/Quality Control

The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for all work products prior to their being submitted to the County for review or use. Work effort for QA/QC reviews shall be addressed as part of the work effort for each Pay Item as identified elsewhere herein.

## 1.8 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Final design project Schedule
- Construction Time Estimate
- Cost Estimate

## 1.9 Pay Item

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Administration

## 2.0 Public Information

The purpose of the public information element is to keep the community advised of the project status. Therefore, the Consultant will conduct the following public information activities throughout the project.

### 2.1 Small Group Meetings

The Consultant shall be available to conduct up to two (2) meetings with organizations interested in the final design. These meetings/presentations may be made to informal homeowners groups, formal homeowner associations or other formal organizations. The Consultant will be responsible for all presentation and handout materials, as identified in the Table of Deliverables.

### 2.2 Public Information Meetings

The Consultant will attend and provide support to the County for one (1) public information meeting. The County will be responsible for the meeting location, advertisements, handouts and PowerPoint presentations.

### 2.3 Coordination Meetings

The Consultant will coordinate and conduct initial meetings with the following local, State and Federal organizations to inform them of the project and solicit their input:

- Florida Department of Transportation District
- Orlando Orange County Expressway Authority
- Lynx
- Water Management District
- Orange County Environmental Protection Division
- Army Corps of Engineers (ACOE)
- Florida Department of Environmental Protection (FDEP) (if applicable)
- Florida Fish & Wildlife Conservation Commission (FFWCC)
- United States Fish & Wildlife Service (USFWS)
- City of Orlando
- Greater Orlando Aviation Authority

Formal presentations shall be made to these groups as necessary and may also occur by telephone.

### 2.4 Newsletters

The County shall prepare and distribute project newsletters at the following three (3) milestones during the design:

1. Within two weeks of the Notice to Proceed
2. At the start of the right-of-way acquisition process
3. When the project is advertised for bids

The Consultant shall provide updated information for the newsletters during the project duration. The newsletters shall be printed in color on 8½ inch x 11 inch sheets. Sufficient copies of each edition shall be printed by the County to provide 110% of the addressees on the mailing list at each mailing. The newsletters will be sent to each entry included in the data base mailing list. Newsletters shall be mailed as First Class mail. Those newsletters not mailed will be distributed as needed through small group meetings and workshops. The Project Manager, the Chief Engineer of the Engineering Design Section and the Manager of the Transportation Planning Division must approve all final newsletter proofs prior to final printing.

### 2.5 Web Page Update / Maintenance

The Consultant shall provide updated information for the Orange County website during the design phase of the project. The information shall be provided to Orange County within three (3) weeks of the Notice to Proceed being issued to the Consultant, and shall be installed on the Orange County web page by Orange County staff. The information shall be in Microsoft word of PDF format. The information shall be consistent with the county template.

The Consultant shall provide updated information as necessary throughout the design process, but at a minimum concurrently with the issuance of project newsletters. The web site file shall also be updated to reflect the results of the bid process and at the issuance of the Notice to Proceed to the Contractor.

### 2.6 Mailing List

The County shall develop a mailing list of current property owners and their addresses. The list shall contain all homeowners/property owners located within the project corridor as determined by the County. The County shall develop an updated list of homeowners/property owners prior to the mailing of each newsletter. The County shall also expand the initial mailing list throughout the duration of the project to include any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, and media representatives.

### 2.7 Staff Presentations

The Consultant shall attend and participate in a presentation to the Public Works Director and other senior Public Works Department staff (Transportation Planning Group) at least two weeks prior to the Local Planning Agency workshop. The County developed presentation shall be the final draft of the Power Point presentation to be presented at the LPA Workshop and Board of County Commissioners Public Hearing.

### 2.8 Local Planning Agency Work Session and Public Hearing

The Consultant shall attend and participate in a work session and public hearing presentation to the Orange County Local Planning Agency (LPA).

### 2.9 Board of County Commissioners Public Hearing

The Consultant shall attend and provide support for the County to conduct a presentation on the improvement concept.

### 2.10 Final Concept Map

The Consultant shall prepare an aerial based Concept Map that will graphically depict the proposed Boggy Creek Road improvements prior to the Public Meeting. The Concept Map shall show the location of median openings (identified as to full or directional), signalization, lane configurations, pedestrian/bicycle facilities, potential pond/mitigation/flood plain compensation sites, utility strips, privacy walls and any other project elements identified for inclusion in the final design. If deviations from the proposed typical sections are proposed in specific areas (such as reductions in lane widths, modification to border areas, etc.), they shall be clearly identified on the Concept Map. A draft version of the Concept Map shall be prepared by the Consultant sufficiently in advance of the Public Meeting to allow for review by the County and incorporation of any review comments prior to the Public Meeting. The Concept Map shall be updated prior to the LPA and BCC Hearings to reflect adjustments arising from the Public Meeting and the LPA Work Session.

### 2.11 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Small group meeting presentations materials and handouts
- Newsletters
- Initial web site information and periodic updates
- Final Concept Map

### 2.12 Pay Item

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Public Involvement

## 3.0 Design and Plans Preparation

The Consultant shall prepare the Final Roadway Plans Package. This work effort includes the roadway design needed to provide complete construction plans and specifications for the project with sufficient information to allow for constructing, permitting and right-of-way acquisitions. These plans are for the use of the Contractor to bid and build the project and for Orange County to ensure the project is built as designed and to specifications. The Consultant shall provide 30%, 60%, 90% and 100% progress review submittals, in both full size (22 inches x 34 inches) and half size (11 inches x 17 inches) formats. All text shall be clear and legible on both the full size and half size plans. Full size and half size plans shall identify the scale of the drawing in both numerical and graphic formats. All references to scale hereafter refer to the scale on the full size (22 inches x 34 inches) format. Each submittal shall contain the information items listed in the appropriate Orange County Progress Review Submittal checklist. A copy of the appropriate

checklist shall accompany each submittal with a certification signed by the Consultant's Project Manager certifying that the submittal completely addresses the required items as listed on the check list. Each review submittal shall include documentation of the internal Quality Assurance and Quality Control review conducted by the Consultant. The Consultant shall complete designs required for all aspects of the project as specifically described herein.

Final bid documents shall be submitted in both hard copy, as specified elsewhere herein, and electronic format in accordance with the standards established by the Orange County Purchasing and Contracts Division.

### 3.1 Roadway Design

The Consultant shall complete all design analysis, studies, and geotechnical investigations as required to complete the roadway design of the project. This effort shall include, but not be limited to the following areas.

#### 3.1.1 Design Analysis

The Consultant shall design the geometrics for the project using the design standards that are most appropriate, with the proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, access management, to be consistent with the alignment and typical sections, the type of construction and other design parameters. The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, cross slopes, borders, side slopes and ditches, lane transitions, superelevation, features of intersections and interchanges, and limited access points. The geometric design developed by the Consultant shall be the engineering solution to a given problem and not merely an adherence to minimum County, ASHTO and/or FDOT standards.

The Consultant shall prepare a Typical Section Package that shall include information sufficient for the County to approve overall elements of the roadway improvements related to the typical section. Significant variations along a corridor, or multiple affected roadways, may require multiple typical sections. Information to be included in the typical section package shall include the following elements with dimensions as appropriate: lanes, medians, profile grade point(s), cross-slopes (all elements as appropriate), curb type, shoulders, sidewalk placement relative to curb (or edge of pavement), centerline of construction, right of way, easements, clearing and grubbing limits, and side slopes or retaining walls as appropriate. Other elements to be provided in the package include: type of (but not necessarily thickness of ) subgrade stabilization, base course, structural course and friction course (for concrete pavement the concrete is shown in lieu of the latter two items); design speed, recommended posted speed, and traffic volumes (opening and design year).

The Consultant shall also prepare a Roadway Design Criteria Package utilizing the basic design parameters. This criteria package shall address such items as Roadway Classification, Design Vehicle, Design Year, Design Speed, Horizontal Alignment, Vertical Alignment, Cross Section elements, MOT concept etc. The Typical Section and Roadway Design Packages shall be submitted to the County for review and approval prior to commencing any work for the 30% design and plans packages.

The Consultant shall prepare a Pavement Design Package in accordance with FDOT's Flexible Pavement Design Manual. The Consultant shall determine the twenty-year Equivalent Single-Axle Loads based on traffic counts and projections, including truck traffic. The Consultant shall review the traffic data provided by Boggy Creek Road – Phase I and shall obtain additional data as necessary to support the pavement design. The Consultant shall also determine the pavement structural number necessary to withstand the projected traffic loads. The pavement design shall include calculation of the thickness of each layer of the pavement structure based on the appropriate layer structural coefficients. The Consultant shall utilize Superpave (SP) Asphalt Concrete or Type S Asphalt Concrete as directed by the County. For designs using Superpave Asphalt Concrete, Consultant shall determine the type of asphalt binder, traffic level, and nominal maximum aggregate size for each pavement layer, and shall show this information on the typical sections. All Superpave Asphalt designs shall specify that fine graded mixes shall be used. Soils and traffic loading data used as input for the design shall be included in the package. The Pavement Design Package shall be submitted to the County for review and approval with the 30% Plans Package.

### 3.1.2 Roadway Design Documentation and Computation Book

The Consultant shall submit all design notes; design calculations and computations in book form to document the decisions and conclusions reached during the development of the construction plans. The Consultant shall also submit a quantity computation book that provides a breakdown of the quantity calculations and pay items necessary to construct the project.

## 3.2 Drainage Design

The Consultant shall finalize the design of the drainage and stormwater management systems. The Consultant shall verify the number and location of pond sites needed to appropriately meet the needs of the project.

### 3.2.1 Drainage Analysis

The Consultant shall finalize the drainage design for the project including underdrains as necessary using the design standards that are applicable for the appropriate water management district and County standards. The final drainage design shall consider and address property impacts in accordance with section 5.4 of this scope of work.

### 3.2.2 Design Documentation and Drainage Calculations

The Consultant shall submit a Drainage Design Documentation Report containing all design notes and computations to document the decisions and conclusions reached during the development of the stormwater management systems including geotechnical investigations and reports. The Consultant shall also submit signed and sealed drainage calculations for the project.

### 3.2.3 Bridge Hydraulics Report (BHR)

The Consultant shall coordinate with the County and prepare a modified Bridge Hydraulics Report (BHR) for all bridges crossing the unnamed tributary of Boggy Creek. This report shall address hydrology, hydraulics, deck drainage and scour. The outcome of the scour analysis shall be reflected in the Bridge Hydraulics Recommendation Sheet discussed in detail under section 3.4.27.3 of this scope.

## 3.3 Structural Design

### 3.3.1 Bridge Concept Report (BCR)

The Consultant shall prepare and evaluate design alternatives for all bridge structures. The Consultant shall provide the County with acceptable justification for Consultant's selection of superstructure, substructure and retaining wall types from the list below. Selection of viable alternatives shall be site specific and agreed upon by the County. Consultant shall coordinate with all utilities to ensure alternatives accommodate all affected existing and proposed utilities.

#### 3.3.1.1 Superstructure Alternatives

The Consultant shall evaluate at a minimum two separate superstructure types for possible development during final design. Whenever span configurations allow, a concrete and a steel alternative shall be evaluated. Each superstructure type shall be developed to the point of beam size selection and spacing to allow for a constructability and cost analysis to be performed.

#### 3.3.1.2 Static System Alternatives

The Consultant shall evaluate multiple span arrangements and configurations to determine feasibility of each system with regards to substructure requirements and placement, superstructure depths and profile requirements, and possible right of way and traffic impacts.

#### 3.3.1.3 Substructure Foundation Alternatives

The Consultant shall evaluate at a minimum two separate substructure types for possible development during final design. Whenever soil conditions allow, a shallow and a deep alternative shall be evaluated. Each substructure type shall be developed to the point of pile and/or footing size selection and spacing to allow for a constructability and cost analysis to be performed.

#### 3.3.1.4 Retaining Wall Alternatives

The Consultant shall evaluate the potential utilization of conventional (non-proprietary) walls and proprietary wall systems. Cost analysis and recommended foundation designs for the evaluated systems shall be prepared and submitted to the County for review and selection of the wall system(s) to be implemented in the final design.

### 3.3.2 Bridge Design

#### 3.3.2.1.1 Bridge Geometrics

Bridge geometrics shall be developed in accordance with the roadway design.

#### 3.3.2.2 Structure Design Analysis

The bridge design shall include all components of the structure as well as the approach slabs and erosion protection for bridge approaches and embankments. The Consultant shall submit to the County all reports and design calculations prepared during the development of the plans. The design calculations submitted shall adequately address the complete design of all bridge components and retaining walls. These calculations shall be neatly and logically presented on 8½" x 11" paper (where possible) and shall be signed and sealed by a Florida registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. These structure design calculations shall include, but not be limited to the following:

Superstructure design, pile capacity computations (vertical and horizontal), end bent design, intermediate bent design, pier design, pre-stressed concrete beam design, steel beam design, geometric data, quantities and tabulation, cost estimates and quantity computation book backup.

#### 3.3.2.3 Load Rating

The Consultant shall complete a bridge load rating for inventory and operating conditions for design and Florida Legal Load configurations.

#### 3.3.2.4 Bridge Number Identification

The Consultant shall complete a Bridge Number Request form and submit it to the FDOT District 5 Structures and Facilities Engineer for processing. The resulting Bridge Identification Number(s) shall be included in the Structures Plan package.

### 3.3.3 Retaining Wall Design

The Consultant shall provide all necessary design effort required to produce a complete set of construction documents for a conventional retaining wall system. Retaining walls are anticipated at the following locations:

- Eliminate encroachment into OUC Railroad Right-of-Way

### 3.3.4 Critical Temporary Retaining Wall Design

A critical temporary retaining wall is defined as a wall required during the construction stage only to protect existing facilities during excavation operations, when other construction methods such as benching or sloping are not practical. These walls may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging, or other similar systems are commonly used. In such cases, the Consultant is responsible for designing and detailing the wall in the set of contract plans.

Critical temporary retaining walls are anticipated to be required at the following locations:

- Existing bridge over unmanned tributary of Boggy Creek

### 3.3.5 Miscellaneous Highway Related Structures

The Consultant shall design miscellaneous Highway Related Structures. This work effort includes the design analysis and associated plan preparation needed to prepare a complete set of contract plans and other necessary documents pursuant to the County criteria and the FDOT Plans Preparation Manuals.

3.3.5.1 **Box Culverts** – The Consultant shall provide the structural design for all box culverts (new and/or existing). Existing box culverts that are hydraulically adequate shall be structurally evaluated to determine whether it is appropriate to extend or replace the structure. Applicable FDOT Box Culvert standards shall be evaluated and incorporated to the extent possible.

Box culverts are anticipated at the following locations:

N/A

3.3.5.2 **Overhead Sign Structures** – The Consultant shall provide the design of sign structures for overhead cantilever and overhead truss sign assemblies and the associated foundation design. Applicable FDOT Overhead Sign Structure standards shall be evaluated and incorporated to the extent possible.

Overhead Sign Structures are anticipated at the following locations:

N/A

3.3.5.3 **Traffic Mast Arms/Mono Tubes/Trusses** – The Consultant shall provide the design of traffic mast arms/mono tube/trusses

and the associated foundation design for signalized intersections. Applicable FDOT Standard pole and arm configurations shall be evaluated and incorporated to the extent possible.

Mast Arms/Mono Tube/ Trusses are anticipated at the following locations:

- Wetherbee Road

### 3.4 Roadway Construction Plans

The Consultant shall prepare final construction plan sheets, notes and details to include, all sheets necessary to convey the intent and scope of the project for the purposes of construction. The plan sheets shall be assembled in the following order:

1. Cover Sheet
2. General Notes
3. Standard Drawings and Details
4. Summary of Pay Items
5. Drainage Map
6. Typical Sections
7. Summary of Quantities
8. Summary of Drainage Structures
9. Survey Control Sheets
10. Plan and Profile Sheets
11. Intersection Details
12. Drainage Structure Cross Section
13. Box Culvert Plans
14. Pond Details and Cross Sections
15. Flood Plain Compensation Area Details
16. **Wetland Mitigation Details – N/A**
17. Geotechnical Soil Survey
18. Cross Sections
19. Erosion Control Plans
20. Miscellaneous Details
21. **Screen Wall Plans – N/A**
22. Maintenance of Traffic Plans
23. Utility Adjustment Plans
24. Signing and Pavement Marking Plans
25. Signalization Plans
26. Landscape Plans
27. Structure Plans

### 3.4.1 Cover Sheet

The County will provide a standard County cover sheet in AutoCAD format to the Consultant. The Consultant shall complete the cover sheet with the information applicable to the project.

### 3.4.2 General Notes

The County shall provide a standard general notes sheet in AutoCAD format to the Consultant. The Consultant shall review and modify the general notes as required for this project.

### 3.4.3 Standard Drawings and Details

The Consultant shall include standard drawings and details as required for this project, including:

1. Supplementary details shall be provided for superelevation transitions. Profiles shall be shown for the profile grade line and the outside edge of each driving lane. Elevations shall be shown at 25 foot intervals, at grade breaks for the profile grade line, each lane profile on the graphical profile and on a superelevation table.
2. Details for all non-standard structures not covered elsewhere.
3. Standard details provided by Orange County, e.g., driveways, manhole rim and cover, etc.

### 3.4.4 Summary of Pay Items

The Consultant shall include all pay items and quantities that are required for this project. Pay items shall be based on FDOT pay items, but may be amended by the County. The necessary pay items and quantities shall be shown on the summary of pay items sheet. The summary of pay items with quantities shall be submitted no later than the 60% plans.

### 3.4.5 Drainage Map

Drainage maps shall be developed at 1" = 100' scale on current black and white aerial photography provided by the Consultant for the entire length of the project. Ponds should be shown in their entirety.

### 3.4.6 Typical Sections

Upon approval of the Typical Section Package, the Consultant shall prepare the typical section sheets including the mainline, bridges (if applicable) and side streets with all applicable details added to the sections. These sheets shall also include other miscellaneous details necessary to construct the project. The details shall include but are not limited to milling and resurfacing, non-standard superelevation transitions, etc.

### 3.4.7 Summary of Quantities

The Consultant shall prepare a summary of quantities sheet in accordance with FDOT Basis of Estimates Manual showing individual summaries including but

not limited to guardrail, fence, turnouts, sodding, ditch pavement, side drains, underdrains, and earthwork.

### 3.4.8 Summary of Drainage Structures

The Consultant shall prepare a table listing all proposed or modified drainage structures on the project. The structures shall be listed by structure number in numerical order. Cross drains and storm sewer structures shall be tabulated by structure number, providing the station, side (left/right), size, type, length and incidental quantities appropriate for the pipe material contained in the plans.

### 3.4.9 Survey Control Sheets

See Section 6.3.

### 3.4.10 Plan and Profile Sheets

The plan and profile sheets shall be developed for Boggy Creek Road and conform to the following requirements:

1. Plan and profile sheets shall be prepared at a scale of 1"=20' horizontal and 1"=2' vertical for Boggy Creek Road, and oriented such that north is shown to the top or right side of each sheet.
2. All stationing shall be positive and shall proceed from south to north or from west to east.
3. Existing features including existing utilities shall be shown with dashed lines and proposed or design features shall be shown with solid lines. Vertical utility locations verified in the field shall be shown on the profile.
4. Locations, dimensions and types of existing and proposed driveways shall be shown.
5. The plans shall show the names of all intersecting streets and shall identify the station and angle of the intersection of the centerlines.
6. Each plan and profile sheet shall show two readily accessible benchmarks to establish vertical control.
7. Horizontal control points shall be shown at all Points of Curvature, Points of Tangency, and Points of Intersection. Horizontal control points shall also be shown for Points on Curve or Points on Line such that the maximum spacing between control points is 600 feet or less.
8. All property lines and improvements located within 25 feet of the right-of-way or limits of construction, whichever extent is greater, shall be shown on the plan view.
9. Existing and proposed elevations shall be shown on the profile at even hundred foot stations and at all Points of Vertical Intersection on the Profile Grade Line. Proposed elevations shall be shown at 25-foot intervals along vertical curves and at Points of Vertical Curvature and Points of Vertical Tangency.
10. The following information shall be given for each horizontal curve on the centerline of construction and the center line of right-of-way:

1. Curve Number
2. P.I. Station
3. Delta in degrees, minutes and seconds
4. Degree of Curve
5. Tangent length
6. Arc length
7. Radius
8. P.C. Station
9. P.T. Station
10. Superelevation rate

11. Percent of slope for profile grade lines, ditch flow lines, and all drainage pipes where not shown on the drainage details.
12. Plan and profile sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way of the main project alignment.
13. Plan and profile sheets shall be provided for all drainage outfalls extending more than 50 feet from the right-of-way of the main project alignment.
14. No separate profile sheets will be allowed unless approved by the County.
15. Driveway horizontal geometry shall conform to County standards. Profiles shall be shown for all driveways.
16. Submittal of 60% construction plans and 90% right-of-way maps shall only show the centerline of construction. Baseline of survey shall not be shown. All locations and offsets shall be based on centerline of construction.

### 3.4.11 Intersection Details

The Consultant shall prepare intersection detail sheets for the intersections of Boggy Creek Road and Wetherbee Road. Intersection sheets shall show all necessary details and geometric controls/access management features, including, turn lanes, special drainage and grading. Intersection details shall be drawn at a scale of 1" = 10'. Spot elevations shall be shown along pavement lane lines and curb returns at 10 foot intervals and at all grade breaks. Profiles for all radius returns shall be included with the detail of each intersection.

### 3.4.12 Drainage Structure Cross Sections

The Consultant shall prepare drainage structure cross sections for all pipes crossing under the roadway. Drainage structure sheets shall show the drainage structures, location, offsets not covered by template/standard index sheets, cross section, flow line elevations of all weirs or slots, top of grates, culverts and top of manhole elevations, pipe slopes and similar data.

### 3.4.13 Box Culverts (If Required)

Details shall be provided for box culverts showing all dimensions, critical elevations and all reinforcing steel. Major box culverts may be included in the bridge plans portion of the construction plans.

### 3.4.14 Pond Details and Cross Sections

Pond detail sheets shall be provided showing a plan view of each pond at a scale acceptable to the County. Typical sections of each pond shall be shown for at least two axes of the pond. Each pond shall have cross sections to accurately depict the pond configuration. Details shall be provided for all control structures. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the pond cross sections.

### 3.4.15 Flood Plain Compensation Area Details and Cross Sections

Detail sheets shall be provided showing a plan view of each flood plain compensation area at a scale acceptable to the County. Typical sections of each area shall be shown for at least two axes of the area. Each flood plain compensation area shall have cross sections to accurately depict the compensation area configuration. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the cross sections.

### 3.4.16 Mitigation Plans (Not Applicable)

### 3.4.17 Geotechnical Soil Survey

The Consultant shall prepare soil survey sheets, which depicts the various types of soils encountered within the project limits, classification, mechanical properties, and recommended usage of those soils. The soil survey sheets shall include the following information at a minimum:

- Narrative description of each soil type with its engineering characteristics
- Supplemental soils investigations, such as muck probes

### 3.4.18 Cross Sections

Cross sections sheets shall include the following information at a minimum for roadways, lateral ditches, ponds, flood compensation areas and mitigation areas.

1. Unless otherwise approved by the County, the horizontal scale shall be 1" = 10' and the vertical scale shall be 1" = 5'.
2. The elevation grid shall be labeled on both left and right sides of each section.
3. The station shall be shown to the right each section.
4. Existing ground, structures, drainage conduits and utilities shall be shown as dashed lines and designed or proposed features shall be shown as solid lines.
5. End areas in square feet for earthwork cut and fill shall be shown. End areas for unsuitable materials shall be identified.

6. Existing ground shall be shown at least 25 feet outside the proposed rights-of-way lines, easements or limits of construction, whichever is further.
7. Existing buildings, structures, or drainage facilities shall be shown within the limits of the cross section as described in Item 6 above.
8. Section stationing shall increase from the bottom of the sheet to the top. When more than one row of sections are placed on a sheet, the stationing shall increase from bottom to top and from left to right.
9. The existing ground elevation at the centerline, design profiles and ditches shall be shown on each section.
10. Cross sections shall be shown at intervals not exceeding 50 feet. Additional intermediate stations shall be shown as necessary to provide supplementary information at bridges, box culverts, intersections, side streets, railroads, etc. Additional cross sections as negotiated on a project-by-project basis may be necessary to support right-of-way acquisition basis.
11. Cross section sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way line of the main project alignment.
12. Soil boring information, including encountered and estimated seasonal high groundwater levels shall be shown on all applicable cross sections.
13. Horizontal and vertical location of unsuitable soils.
14. The Consultant shall prepare driveway profiles for each driveway within the limits of construction, including side streets. Driveway profiles shall be drawn on the cross section sheets at the stations where they occur. These profiles shall show existing and proposed grade lines. Grades of proposed driveways shall conform to Orange County policies and procedures and Florida Department of Transportation Standard Indexes

### 3.4.19 Erosion Control Plans

The Consultant shall develop Erosion Control details, at a scale acceptable to the County, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the erosion control plans are to prevent erosion where construction activities are occurring, prevent pollutants from mixing with storm water and prevent pollutants from being discharged by trapping them on-site. The construction documents shall provide for pollution prevention and control to be paid for as a lump sum item.

### 3.4.20 Miscellaneous Details

Any details not included elsewhere in the plan set shall be shown here.

### 3.4.21 Screen Wall Plans (Not Applicable)

### 3.4.22 Maintenance of Traffic Plans

The Consultant shall prepare plan sheets, notes and details to move vehicular and pedestrian traffic during all phases of construction. The maintenance of traffic

plans shall include construction phasing of Boggy Creek Road (including side streets), ingress and egress to existing properties, temporary signing and pavement markings, temporary signals, and detour routes. Additional sheets such as cross sections, profiles, drainage structures, retaining wall details and sheet piling may be necessary to ensure implementation of the maintenance of traffic plan and will be provided by the Consultant. The plan sheets will be developed at 1" = 20' scale. The construction documents shall provide for Maintenance of Traffic to be paid for as a lump sum item.

**3.4.23 Utility Adjustment Plans/Roadway Lighting Coordination**

The Consultant shall prepare separate plan and profile sheets showing proposed new or relocated facilities by others. These plans shall be prepared based on information provided by the utility companies.

Consultant shall coordinate with the applicable power companies to arrange for a lighting design to be prepared in accordance with agreements between the County and the power companies. Consultant shall coordinate the design of the lighting (performed by the power company) with the design of the roadway improvements and landscaping. Consultant shall show the location of the street lights provided by the power company on the Utility Adjustment Plans.

**3.4.24 Signing and Pavement Marking Plans**

The Consultant shall prepare plan sheets at a scale of 1" = 20' for the entire length of the project, including side streets, showing pavement markings and signage to be installed on the project. Pavement markings and signs shall conform to the *Manual on Uniform Traffic Control Devices*. Signing and Marking Plans shall include, but not be limited to, the following: General Note sheet(s), summary of Pay Items sheets, Plan sheet(s), and Special Marking Detail sheet(s), as needed.

**3.4.25 Signalization Plans**

The Consultant shall prepare plan sheets, notes and details to include, but not be limited to, the following: Intersection Signalization Plan sheets at 1" = 20' scale, General Note sheet(s), Summary of Pay Items sheet(s), Pole Mast Arm Detail sheet(s), Foundation Details sheet(s) and special detail sheet(s) and soil boring data, as needed. The signalization plans will include overhead and pole mounted lighted street signs and signal support structures and required foundations. Florida Department of Transportation standard foundation designs shall be used where applicable. The sign support structures will be aesthetically compatible with the County's current lighted sign standards.

This project will involve 1 signal at Wetherbee Road (review of existing mast arms and design of new mast arms within the right-of-way). The County will provide all available traffic data. The Consultant shall provide additional traffic data as necessary for these intersections. Span wire signal designs are not acceptable. All signals shall be mast arm/mono tube/truss design as appropriate and approved by the County.

### 3.4.26 Landscape Plans

Consultant shall provide landscape plans prepared by a registered Landscape Architect. The plans shall identify the location and type of plant materials to be installed. Unless otherwise directed by the County, plantings shall be limited to trees of a species that will not require irrigation after maturity. Species and location shall be coordinated with clear zone requirements, sight distance requirements, proposed signage, ground conditions, and streetlight locations. The location of the streetlights shall also be shown on the landscaping plans to ensure there are no conflicts between the streetlights and existing trees to remain or proposed trees. The landscape plans shall also include General Notes and Details and a summary of Pay Items sheet (s). The landscape plans shall be a separate set of construction plans that shall be bid and constructed at a latter date.

Design shall be based on a landscaping construction budget not to exceed $75,000 per mile of total project length.

### 3.4.27 Structural Plans

The Consultant shall prepare plan sheets, notes and details to include all drawings referenced in the submittal checklist.

#### 3.4.27.1 Bridge Structure Plans Package

Upon approval of the BCR, the Consultant shall prepare a Structure Plans Package for each bridge structure included in the project. This work includes the effort needed to prepare a complete set of Structure Plans pursuant to all applicable County criteria and the FDOT Plans Preparation Manuals. The structural concept shall represent the recommended structure type presented in the BCR as approved by the County.

#### 3.4.27.2 Wall Control Drawings

**3.4.27.2.1** The Consultant shall prepare control drawings for all permanent walls required. These drawings shall provide vertical and horizontal alignments, wall lengths, and details for any special features that need to be provided. Barriers, architectural treatments, etc., are considered to be special features.

**3.4.27.2.2** For conventional wall designs, the Consultant shall prepare drawings and specifications needed to supplement the control drawings. Appropriate FDOT standard drawings may be used if applicable.

#### 3.4.27.3 Bridge Hydraulic Recommendation Sheet

The Consultant shall furnish and complete the Bridge Hydraulics Recommendation Sheet for all bridges over water and applicable box culvert systems. For information on the preparation of this sheet, see the FDOT Drainage

Manual, (March 2010). The Consultant is responsible for the design of erosion protection for bridge approaches and embankments.

#### 3.4.27.4 Retaining Wall Plans

This task includes the effort necessary for the preparation of a complete set of Retaining Wall Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals. The Consultant shall review the use of retaining walls at the new bridge.

#### 3.4.27.5 Critical Temporary Retaining Wall Plans

This task includes the effort necessary for the preparation of a complete set of Critical Temporary Retaining Wall Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

#### 3.4.27.6 Miscellaneous Highway Related Structures

This task includes the effort necessary for the preparation of a complete set of Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details for any miscellaneous highway related structures not covered elsewhere herein, including box culverts, overhead sign structures traffic signal mast arms, mono tubes and trusses. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

### 3.5 Progress Review Submittals

All submittals shall be accompanied by documentation of the Quality Assurance/Quality Control reviews in accordance with Section 1.7 herein. Submittals shall conform to the requirements outlined in the Orange County Progress Review Submittal checklist incorporated herein by reference. A copy of the checklist certified by the Consultant's Project Manager in accordance with Section 3.0 herein shall accompany each submittal.

The Consultant shall submit construction plans to the County for review at the 30%, 60%, 90%, 100% and final completion stages. The 30% roadway plans and the 30% bridge plans shall be separate submittals. A 60% bridge plan submittal is not required.

All County comments or questions on previous submittals, and any additional direction received from County must be addressed. Cost estimates are required per section 1.5.

### 3.6 Specifications

The Consultant shall provide a Schedule of Prices and complete set of Technical Provisions and Special Provisions to be included in the bid documents for the project. The Schedule of Prices, Technical and Special Provisions shall be provided in MS Word format, which meet County requirements, as well as in any other electronic format required in accordance with the standards established by the Orange County Purchasing

and Contracts Division.. The Special Provisions shall clearly identify the responsible entity for each permit condition in each regulatory permit.

### 3.7 Electronic Design and Topography

The Consultant shall provide electronic Design and Topography files to the County in MicroStation DGN format and Autodesk DWG file format at each review submittal and as requested by the County. Orange County recommends using the MicroStation SAVEAS command available in MicroStation V8 software when converting DGN files to DWG file format.

### 3.8 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Drainage Design Documentation Report
- Roadway Design Criteria Package
- Typical Section Package
- Pavement Design Package
- Bridge Hydraulics Report (BHR)
- 30% Bridge Plans
- 30%, 60%, 90%, and 100% Construction Plans and Engineer's Cost Estimate
- Bridge Concept Report
- Final Construction Plans and Engineer's Cost Estimate
- Roadway Design Documents and Computation Book
- Quantity Computation Book
- Draft Schedule of Prices Technical and Special Provisions
- Final Schedule of Prices Technical and Special Provisions
- Final Electronic Design and Topography Files
- Electronic Bid Document Package
- Load Rating (Form or Report)

### 3.9 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary.

- Drainage Design Documentation Report
- Bridge Hydraulics Report (BHR)
- 30% Bridge Plans
- Roadway Design Criteria, Typical Section and Pavement Design Packages
- 30%, 60%, 90%, 100% Construction Plans
- Bridge Concept Report
- Final Construction Plans
- Design Notes and Computations Book
- Quantity Computation Book

- Draft Technical and Special Provisions
- Final Technical and Special Provisions
- 30%, 60%, 90%, 100% and Final Engineer's Cost Estimate
- Electronic Bid Document Package
- Final Electronic Design and Topography Files
- Load Rating (Form or Report)

## 4.0 Permitting

The Consultant will prepare all applications and other submittals and provide all environmental services necessary to obtain all permits including Environmental Resource Permits, Army Corps of Engineers Permits, FDOT connection permits, GOAA and FAA permits, N.P.D.E.S. permit package, and any other permits that may be necessary for the construction of the proposed improvements. The Consultant shall pay for all permit application fees which will be considered as a limiting amount. The construction plans package shall not be considered complete until all required permits have been received.

### 4.1 Environmental Permitting

#### 4.1.1 Agency Coordination

The Consultant shall coordinate the environmental permitting effort with the Public Works Environmental Program Supervisor. The Consultant shall notify the County Project Manager and Public Works Environmental Program Supervisor of all meetings with regulatory agencies to coordinate attendance by County staff. The Consultant shall submit meeting minutes and provide copies of all permit-related correspondence. This coordination shall take place prior to any regulatory meetings.

#### 4.1.2 Agency Field Review

The Consultant shall conduct and coordinate field investigations as necessary with County staff and with the appropriate regulatory agencies.

#### 4.1.3 Wetland Mitigation

If wetland impacts cannot be avoided, the Consultant shall coordinate with the County and investigate mitigation alternatives including the following, as appropriate:

- Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS
- Monetary participation in regional offsite mitigation area (ROMA) and/or a private mitigation bank
- Creation/restoration/preservation on private or County owned lands

The Consultant shall coordinate with County personnel prior to approaching any environmental permitting or review agency. In the event that physical creation, restoration or preservation is the only feasible alternative to offset wetland impacts, the Consultant shall collect all of the data and information necessary to

prepare alternative mitigation concepts. The alternative mitigation concepts may be presented to the permitting agencies and commenting agencies that are processing or reviewing a permit application for this project.

Prior to selection of a final mitigation site, the Consultant will provide as necessary and evaluate the following, in the development of alternative mitigation concepts:

- Wetland jurisdictional determination for each proposed site
- Preliminary geotechnical and survey data to substantiate each design alternative
- Construction and ROW cost estimations for each proposed site
- Contamination Screening Evaluation for each site
- Coordination of alternative sites with the County and affected environmental agencies

The Consultant shall prepare and submit a written Alternative Wetland Mitigation Concepts Report, listing potential sites with justifications for those recommended and non-recommended. The County shall review this report and make the final determination as to the recommended mitigation alternative.

### 4.1.4 Threatened and Endangered Species

The Consultant shall prepare the Environmental Technical Memorandum to familiarize himself with the location and extent of any protected species (plant and animal species listed by state and federal agencies as threatened, endangered or species of special concern) identified by the Environmental Technical Memorandum.

The Consultant shall also:

- Review occurrence records, GIS Data Bases, and other records from the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC) and any other generally accepted source for the potential presence of protected species.
- Conduct qualitative site reviews of the project area to verify the presence of protected species and/or critical habitats.
- Conduct quantitative population surveys for those protected species confirmed within the project area following methodologies approved by the USFWS, FFWCC, or other regulatory agencies having jurisdiction.
- Prepare a Protected Species Management Alternatives Report which shall discuss the results of preliminary species evaluations and population surveys, regulations affecting each species, potential affect of the project upon each species, potential impacts to the project and a discussion of available and acceptable management alternatives.
- Prepare a final Protected Species Management Plan, which shall be suitable for submittal to the appropriate State and Federal review agencies.

This shall address specific Management approaches to be used to address unavoidable impacts. It shall include all additional investigations, maps or other documentation needed to support permitting of the unavoidable impacts.

#### 4.1.4.1 Threaten & Endangered Species – Construction Review

The Consultant shall update the Threaten & Endangered Species review 90 days prior to the beginning of construction to address potential for new issues. This information needs to be updated to determine if any listed wildlife species are currently utilizing the on-site habitat. The results of the survey will be described in a short report. The Consultant shall perform a 100% gopher tortoise survey. This survey is a requirement of the FFWCC and must be submitted to the FFWCC as part of the gopher tortoise relocation application. Please note that formal gopher tortoise surveys are only valid for 90 days. If the relocation does not occur within 90 days of the permitting, FFWCC will require an updated survey to be submitted prior to excavation and relocation activities. This task shall be considered a limiting amount.

#### 4.1.4.2 Gopher Tortoise Survey

The Consultant will conduct a Gopher Tortoise Survey of the appropriate habitats on the project site using the 100% burrow survey method in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines (April 2008, Revised June 2010). The Consultant is required to survey all potential gopher tortoise habitats that will be impacted by development activities. No follow up survey is required when a 100% survey is done and burrow numbers are final. The Consultant is responsible for marking all burrows observed with flagging tape and providing GPS coordinates for all burrows identified. These surveys should be conducted within three (3) months of submittal to FWC in accordance with guidelines and will be sufficient to proceed with the preparation and processing of the permitting phase. Should submittal to FWC be delayed and 90 days lapse from the date of survey to application submittal, an updated survey will be required. An authorized gopher tortoise agent as approved by FWC must perform this task. This task shall be considered a limiting amount.

#### 4.1.4.3 Gopher Tortoise Permitting

The Consultant will review the results of the surveys and provide a written report discussing the permit alternatives, including costs, for the County's review and decision. The Consultant will prepare, assemble and submit application packages including application forms, narratives, plans, exhibits, and environmental information for the off-site Gopher Tortoise Relocation permit application. This task includes a site review with Florida Fish and Wildlife Conservation Commission (FWC) following application submittal. The Consultant is responsible for processing the permit application with FWC, responding to their inquiries for additional information and conducting a field

review of the project site if necessary. Relocation activities cannot commence until local written approvals have been obtained for clearing, grading, or construction activities. An authorized gopher tortoise agent as approved by FWC must perform this task. This task shall be considered a limiting amount.

#### 4.1.4.4 Off-Site Gopher Tortoise Relocation

The Consultant will perform the actual relocation of the gopher tortoises located on-site to a Florida Fish and Wildlife Conservation Commission (FWC) approved off-site recipient site. Relocation and handling of the gopher tortoises will be consistent with the permitting guidelines set forth by the FWC (April 2008, Revised June 2010). It is proposed that tortoises be captured via backhoe excavation. Tortoises will only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50 degrees Fahrenheit for three (3) consecutive days after release. Following the marking and measuring of each tortoise, the consultant will be responsible for transport in individual containers by vehicle to the recipient site. Relocation activities cannot commence until local written approvals have been obtained for clearing, grading, or construction activities. This proposed man-hours should include the cost of two (2) biologists, the backhoe operator, and associated rental equipment and delivery to and from the site. If five (5) or fewer gopher tortoises are proposed for relocation, the applicant will have approximately three (3) months to complete the relocation. If more than five (5) gopher tortoises are proposed for relocation, the applicant will have approximately six (6) months to perform the relocation. If necessary, upon request an additional six (6) months will be granted to complete the gopher tortoise relocation. If the relocation does not take place within this time frame, re-submittal of the permit application may be required. The fee for re-submittal, if necessary, is not included in this task. An authorized gopher tortoise agent as approved by FWC must perform this task. This task shall be considered a limiting amount.

### 4.2 Other Permitting Agencies

The Consultant shall be responsible for obtaining all other permits required to construct the proposed improvements. These permits may include FDOT, OOCEA, GOAA, FAA, dewatering permits, etc. The Consultant is responsible for coordination with these agencies early on to confirm the permitting process and the agency's criteria. This shall also include preparation of all necessary documents to secure the permit.

### 4.3 Water Quality Testing

The Consultant shall conduct groundwater sampling along the Boggy Creek Road corridor. The objective of this assessment is to have the groundwater tested along the limits of Boggy creek Road per the NPDES Generic Permit for the discharge of produced ground water from any non-contaminated site activities. The monitoring wells will be located at 1000' interval along the roadway corridor as well as at each wetland location, pond location, bridge and box culvert location. The Consultant shall coordinate the final

well locations with the Public Works Environmental Program Supervisor. This task shall be considered a limiting amount.

### 4.4 Permit Preparation

The Consultant shall prepare and submit all necessary permits. Copies of all permit packages will be provided to the County for review and comment prior to submittal. It is anticipated that permit preparation shall include one or more Requests for Additional Information (RAI) from the permitting agencies. The Consultant shall prepare an N.P.D.E.S. Stormwater Pollution Prevention Plan, which will satisfy the requirements, at the time the permit application is submitted, of the FDEP. The Stormwater Pollution Prevention Plan shall be included in the Technical Provisions.

### 4.5 Renewals and Extensions

Permit renewals and extensions, as necessary, shall be paid for under Post Design Services.

### 4.6 Special Permit Requirements

Consultant shall conduct surveys and prepare legal descriptions and sketches and survey drawings as necessary to address permit conditions. These shall include the following as necessary:

- Conservation/mitigation easements
- Sovereign/submerged lands leases/easements
- GOAA and FAA

These services shall be paid for as a limiting amount.

### 4.7 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Water Management District/ACOE Permit Package
- Alternative Wetland Mitigation Concepts Report
- FDOT, OOCEA, GOAA and FAA Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Special Permit Documents (Surveys)

### 4.8 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Water Management District/ACOE Permit Package
- Alternative Wetland Mitigation Concepts Report
- FDOT, OOCEA, GOAA and FAA Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Permit(s) Issuance

- Special Permit Documents (Survey) Limiting Amount

## 5.0 Right-of-Way Engineering for Major Survey Projects

Right-of-Way Engineering services shall begin immediately upon issuance of the Notice to Proceed by the County, and shall be conducted on an expedited schedule. The work will be based on information and data contained in the previously referenced Roadway Conceptual Analysis supplemented by additional field surveys and other investigations performed by the Consultant as necessary. The County will provide the Consultant with title searches on each parcel identified on the Parcel Identification Map as furnished by the County. The title work will be provided to the Consultant at the Notice to Proceed meeting. All survey work shall meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17, Florida Administrative Code.

The Consultant shall not deviate from the alignment and right-of-way limits per from the Scope of Services as provided by the County. Any deviations must be justified by the Consultant and approved by the Project Manager.

## 5.1 Right-of-Way Mapping

Consultant shall prepare right-of-way maps/miscellaneous surveys for the entire project area at a scale of 1" = 40' on half size (11 inches x 17 inches) or at a scale approved by the Project Manager. Right-of-way mapping services shall conform to the most current version (at the time of the Notice to Proceed) of the Orange County Procedures for Right-of-Way Engineering, a copy of which will be provided to the Consultant. The Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.). The Consultant shall submit 30%, 60%, 90% and 100% progress review submittals of the right-of-way maps in 11 inches x 17 inches formats, as well as electronic copies in AutoCAD and PDF format as requested by the County.

Each submittal of right-of-way maps/miscellaneous surveys, legal descriptions and parcel sketches shall implement the information items listed in the appropriate Orange County Procedures for Right-of-Way Engineering checklist. A copy of the appropriate checklist shall accompany each submittal with a certification signed by the Consultant's Project Manager and the Surveyor of Record certifying that the submittal completely addresses the required items as listed on the checklist.

Prior to submittal of the 60% right-of-way maps, the baseline of survey and/or the centerline of construction shall be the same line and approved by the Project Manager. From that time on, only the centerline of construction shall be shown on the right-of-way maps/miscellaneous surveys and construction plans, if required.

Consultant shall update and modify legal descriptions and parcel sketches, right-of-way maps/miscellaneous surveys and construction plans in a timely manner to reflect changes in proposed acquisitions resulting from right-of-way acquisitions, negotiations and

litigation. After approval of the 100% right-of-way maps/miscellaneous surveys modifications shall be addressed in accordance with Section 5.5.

## 5.2 Parcels

### 5.2.1 Review of Title Work

The Consultant shall review the title work, supplemental surveys and investigations performed by the Consultant and/or other record information. The size, location, and dimensions of each parent tract, parcel and property interest (easements, leases, etc.) shall be determined by the Consultant from this review. This information shall be shown on the right-of-way maps/miscellaneous surveys and parcel sketches, as appropriate. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the right-of-way maps/miscellaneous surveys and parcel sketches. Title work shall be provided by the Consultant/Developer.

### 5.2.2 Legal Descriptions and Parcel Sketches

Consultant shall have a licensed Professional Surveyor and Mapper prepare legal descriptions and parcel sketches for each parcel as necessary in accordance with the previously described Orange County Procedures for Right-of-Way Engineering. A draft of each legal description and parcel sketch for every parcel shall be submitted prior to the 90% right-of-way maps, if required. If any parcels are added or modified prior to the 100% right-of-way map submittal, the Consultant shall submit the legal descriptions and sketches of the modified parcels with revisions to the right-of-way maps showing the modifications. The signed and scaled final Parcel Sketches and Legal Descriptions shall be submitted upon request by the County for use in parcel acquisitions, but not later than with the submittal of the 100% Right-of-Way Map.

### 5.2.3 Parcel Staking for Appraisal (If Required)

The Consultant shall have a licensed Professional Surveyor and Mapper stake the limits of acquisition on each parcel in preparation for appraisals. The timing and method of marking the acquisition limits shall be as directed by the Project Manager.

## 5.3 Right-of-Way Surveys, Alignment and Monumentation

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys to supplement the field survey data obtained during the Roadway conceptual Analysis (RCA) and provided to the Consultant. All survey information shall conform to the most current version of the Orange County Procedures for Right-of-Way Engineering, and shall be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County, and must be submitted with the Final Right-of-Way Map/miscellaneous surveys and be Signed and Sealed. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disk. All Right-of-Way computations shall be documented in a

Right-of-Way Computation Book, which shall be submitted to the Project Manager with the Survey Field Notes, State Plane Coordinate file, adjusted bench run and Final Right-of-Way Maps/miscellaneous surveys.

Consultant shall have a licensed Professional Surveyor and Mapper monument the center line of construction at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets to 150 feet beyond the limits of the topographic survey or at other locations as approved by the Project Manager. The centerlines of construction shall be referenced to permanent monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the final right-of-way maps/miscellaneous surveys.

### 5.4 Minimization of Compensable Impacts (If Required)

The Consultant shall provide an approved Orange County MAI appraiser and coordinate with that appraiser and representatives of Orange County early in the final design phase of the project to review the design corridor and make the necessary revisions to the design to minimize compensable impacts to private properties. The Consultant shall also identify and evaluate alternatives to acquisition (e.g., retaining walls instead of fill slope easements, closed drainage instead of ditch systems, etc.) to determine the most cost effective way to meet the project needs.

The MAI appraiser shall perform the following services during this phase:

- Meet as necessary with the Consultant, the County and property owners.
- Perform site inspections with the Consultant, the County and property owners as may be necessary.
- Identify compensable impacts.
- Coordinate with the Consultant and County to identify cost effective ways to reduce compensable impacts.
- Consult with the Consultant and County as may be necessary during the design process with respect to right-of-way issues.

During this phase the Consultant and the appraiser shall inspect affected properties in the field to determine the extent of compensable impacts on each parcel, and whether such impacts can be reduced in a cost-effective manner. The Consultant and appraiser shall at a minimum consider site access, onsite drainage, onsite parking, onsite utilities, including septic systems, and any other existing facilities impacted by the proposed improvements. This effort shall include meetings with property owners to obtain their input on the configuration of the proposed improvements in those cases where various options exist. The Consultant shall modify the design, where possible, to minimize the number and

extent of such compensable impacts, and to accommodate the property owner preferences where appropriate.

The Consultant shall document the above-described investigations and their findings and recommendations. This work should occur early in the design process and prior to completion of 60% plans.

### 5.5 Changes to Documents during Right-of-Way Acquisition

There shall be a limiting amount in this contract to cover work required due to right-of-way acquisition or other developments. This work shall include, but not limited to changes to construction plans (beyond the normal design process as agreed to by the County), right-of-way maps, legal descriptions and parcel sketches. It will also include staking parcels at the County's request (in addition to the parcel staking for appraisals), attendance at Order of Taking meetings and responding to questions posed by the County from property owners and property owners' representatives and experts. This work may be required at any time during the Right of Way Mapping contract at the request of the County. It will be billed on an hourly basis, as approved by the Project Manager. The limiting amount shall include hourly rates for the consultant and all applicable sub-consultants including, but not limited to, surveyor, drainage engineer and environmental staff.

### 5.6 Deliverables

Work to be completed under this section shall require the following items to be delivered and accepted by the County:

- Right-of-Way Maps (30%,60%, 90%, 100%, and Final)/miscellaneous surveys
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required)
- Right-of-Way Survey Field Books and electronic AutoCAD files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, benchmarks, etc.)
- Parcels staked for appraisal (If Required)
- Updated/Modified documents during right-of-way acquisition

### 5.7 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

1. Right-of-Way Maps (30%, 60%, 90%, 100%, and Final)/miscellaneous surveys.
2. Parcel Legal Descriptions and Sketches. (Draft and Final) (If Required)
3. Right-of-Way Survey Field Books and electronic AutoCAD files.
4. Right-of-Way Computation Book. (Raw Data Files, Coordinate Data Files, benchmarks, etc.)
5. Parcels staked for appraisal. (If Required)
6. Changes to documents during right-of-way acquisition. (Limiting Amount)
7. Subsurface Utility Locations. (If Required)

8. Boring Locations. (If Required)
9. Recordation of Right-of-Way Maps with the Orange County Comptroller Office. (Required, to be paid by Consultant)

## 6.0 Design Survey Services for Major Survey Projects

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys as necessary to support the design of the project. These surveys shall include, but not be limited to, horizontal and vertical control surveys and topographic surveys of the roadway alignment and adjacent areas and retention ponds, mitigation areas, wetland, jurisdictional limits, environmentally sensitive areas, flood plain compensation areas, or other areas where information is needed to support the design and permitting of the project. The topographic survey for the side streets shall include Wetherbee Road. The design survey shall also include locating the geotechnical borings. The existing utility owners and Sunshine One Call will be contacted to located and flag their utilities in the filed. No verification subsurface locates will be performed. An intensive subsurface utility survey will also be performed, including up to eighty (80) additional subsurface utility locates.

Controlled aerial photography or other data collection methods may be used to collect topographic information as approved by the Project Manager. When aerial photography is used the Consultant shall provide all necessary control and shall document the setting of targets and collection of other control information as required above.

All such survey information will be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County, and must be submitted with the Final Construction Plans, if required. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with an electronic copy on a disk.

All survey work shall meet the requirements of Chapter 472, Florida Statutes, and Chapter 5J-17, Florida Administrative Code, and shall provide sufficiently detailed information to meet the design requirements of the project. Survey data shall be sufficient to establish drainage basins, address localized drainage issues within and adjacent to the project limits, and include all areas as necessary to address project design considerations.

## 6.1 Horizontal Control and Monumentation

Consultant shall monument the center line of construction at each 600-foot station and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets to one hundred fifty (150) feet beyond the limits of the topographic survey. The center line of construction shall be referenced to permanent monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than six hundred (600) feet apart. Horizontal control shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment

East Zone and either shown graphically or in tabulation format on the Right of Way Maps/miscellaneous surveys and Survey Control Sheet(s).

### 6.2 Vertical Control and Monumentation

All vertical control shall be based on NAVD 1988 datum, and shall be established from at least two (2) Orange County benchmarks. Permanent benchmarks shall be set outside the limits of construction. The location of benchmarks shall be approximately 600 feet apart and coordinated with the design such that a minimum of two benchmarks are identified on each sheet of the construction plans. Features that may be moved/adjusted in the future (e.g., utility poles, fire hydrants, etc.) shall not be used for benchmarks. Preferred locations include, but not limited to concrete drop inlets, concrete curb inlets, concrete headwalls, etc. or other permanent structures as approved by the County Surveyor or his/her agent.

### 6.3 Survey Control Sheet(s)

Consultant shall prepare Survey Control Sheet(s) for inclusion in the Construction plans. The survey control sheet(s) shall identify and show the location and type of all horizontal control points, reference points (three (3) outside of proposed right-of-way limits) and benchmarks. Details shall be included as necessary to clarify the relationship of monumentation and project control lines. The survey control sheet(s) shall be signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida, and shall conform to the requirements of Chapter 5J-17 of the Florida Administrative Code. The Survey Control Sheet(s) shall also include, but not limited to the following:

- The complete centerline alignment data, including beginning of survey station, all curve data, P.C.'s, P.T.'s, side street intersections, changes of directions, all intermediate control point stations, and end of survey station must be shown. All control points must be identified as to type of material set and/or found at each respective point.
- All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent) must be shown with the station where their intersection with the centerline or baseline of survey occurs, a distance from the nearest corner to the centerline, and bearings and distances to all corners. The type of corner, found or set, shall be spelled out or identified by a legend.
- Centerline data will be referenced to State Plane Coordinate System, and labeled on the Survey Control Sheet(s) using North American Datum of 1983/1990 adjustment (NAD83/90) East Zone and shown on the Survey Control Sheet(s) either in tabular format or placed on the survey alignment.
- All Centerline Control points shall have a minimum of 3 reference points outside the limits of construction and shall be shown on the Survey Control Sheet(s).
- All Benchmarks shall be shown both in graphic and note form on the Survey Control Sheet(s).

### 6.4 Vertical Data

Vertical data shall be of sufficient accuracy to support the development of profiles and/or cross sections at intervals not exceeding 50 feet, including, but not limited to the main line roadway, side streets, drainage ways, retention ponds, etc. Check cross sections shall be measured at appropriate intervals, but no less than every 1000 feet.

### 6.5 Pay Items

- Design Survey
- Design Survey Field Books and/or raw data files hard copies and electronic copies
- Design survey Computation Book
- Subsurface utility locations
- Boring locations

## 7.0 Geotechnical Services

The Consultant shall be responsible for a complete geotechnical investigation. All work performed by the Consultant shall be in general accordance with the Florida Department of Transportation Soils and Foundation Handbook and other applicable standards, or as otherwise described in this scope of services. Any changes regarding geotechnical standards, policies and procedures shall be discussed on a project-by-project basis. The Consultant shall be responsible for obtaining any permits needed to perform the work. The County will assist in obtaining property owner permission to perform the necessary geotechnical fieldwork.

### 7.1 Data Collection

The Consultant shall review printed literature including topographic maps, county agricultural maps, aerial photographs (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field investigations, the Consultant shall review U.S.G.S., S.C.S and potentiometric maps to identify areas with problematic soil and groundwater conditions.

### 7.2 Roadway

The Consultant shall be responsible for coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until Final Plans are submitted.

7.2.1 A preliminary roadway exploration shall be performed before the 30% plans submittal. The preliminary roadway exploration will be performed and results provided to assist in setting roadway grades and locating potential problem areas. Boring frequency shall be one every 200 feet. Borings shall be of sufficient depth to determine seasonal high water elevation and other critical geotechnical features. The preliminary auger borings shall be surveyed for use in the final design.

Pavement cores shall be obtained in areas to be milled and resurfaced, and specifically at the following locations:

- Boggy Creek Road existing pavement

7.2.2 The final roadway exploration shall include one auger boring every 200 feet to a depth of 5 feet. The borings shall be extended to 20 feet every 600 feet along the roadway. Boring depths shall be adjusted to accommodate roadway cuts and utility excavations. Additional auger borings or muck probes shall be performed in suspected muck areas to evaluate the extent of organic soils. The Consultant shall utilize the FDOT Soils & Foundation Handbook to determine the frequency of testing for muck.

Standard Penetration Test (SPT) borings shall be performed every 400 feet in high fill embankment areas (i.e., fill greater than about 10 feet). SPT boring depths shall be to 1.5 times the fill height. Undisturbed samples of compressible materials such as muck, peat, clay or silt shall be obtained for use in consolidation testing for settlement analysis.

Routine soil classification shall be performed on representative samples obtained from the borings. These tests typically include grain size analysis, percent fines, Atterberg limits, organic content and moisture content. Additional bulk samples of representative soils encountered along the alignment shall be collected for Limerock Bearing Ratio (LBR) and corrosion testing. All laboratory testing and classification shall be performed in accordance with applicable AASHTO or ASTM standards.

### 7.3 Stormwater Systems

The Consultant shall evaluate subsurface conditions in proposed stormwater systems. For stormwater ponds, two auger borings to a depth of 20 feet below the bottom of the proposed pond elevation shall be performed per acre of pond. One field permeability test per acre of pond shall also be provided. One auger boring to a depth of 20 feet shall be performed every 500 feet for exfiltration trenches and treatment swales. One field permeability test or Double Ring Infiltrometer (DRI) test shall be performed every 500 feet of exfiltration trenches and treatment swales. .

Two auger borings per acre shall be performed in proposed floodplain compensation areas and mitigation areas to a depth below the proposed lowest elevation in those areas.

The Consultant shall provide an analysis of stormwater volume recovery through infiltration or background see page analysis as required.

### 7.4 Structures

SPT borings shall be performed at bridge structures to evaluate foundation alternatives. Borings shall be performed at end bent and intermediate bent locations. Borings for intermediate bents shall be no further apart than one every 100 feet. Borings shall be of sufficient depth to determine a bearing layer for pile foundations and are expected to be

160 feet deep. SPT borings shall be sampled on two-foot centers to 10 feet and at five-foot centers thereafter to the termination depth.

### 7.5 Special Geotechnical Investigations

This shall include box culverts, signals, overhead signs and retaining walls. A minimum of two SPT borings shall be performed to a depth of 30 feet at each box culvert location. Box culverts are anticipated at the locations listed in Section 3.3.5.1.

Borings shall also be drilled to a depth of 30 feet at the mast arm pole locations listed in Section 3.3.5.3.

SPT borings shall be performed 40 feet deep at each overhead cantilever or truss sign location. Overhead signs are anticipated at the locations listed in Section 3.3.5.2.

SPT borings shall be performed every 200 feet along retaining wall alignments to a depth equal to 2 times the wall height. The borings shall be sampled on two-foot centers to ten feet and at five-foot centers thereafter to the termination depth. Retaining walls are anticipated at the locations listed in Section 3.3.3 and 3.3.4.

### 7.6 Contamination Evaluation

The Consultant shall determine the location and extent of soil and groundwater contamination within the project limits, and shall avoid or minimize impacts to contaminated areas to the extent possible.

#### 7.6.1 Contamination Screening Evaluation Report (CSER)

The Contamination Screening Evaluation Report prepared during the Roadway Conceptual Analysis shall be updated as requested by the County. The update is intended to obtain and review the most current information about potential contamination impact sites identified in the Roadway Conceptual Analysis Contamination Screening Evaluation Report and to identify any new sites not identified in the original report. The methodology to be used to update the report shall be compatible to that used in the Roadway Conceptual Analysis.

#### 7.6.2 Preliminary Contamination Assessment (PCA)

The Consultant shall perform Preliminary Contamination Assessment on sites identified in the Contamination Screening Report as MEDIUM or HIGH risk for contamination impacts. Soil and groundwater samples shall be obtained from those sites and tested for the presence of contaminant of concern as identified in the report. Based on the Roadway Conceptual Analysis Contamination Screening Evaluation Report, the following sites shall be investigated:

- To Be Determined

The Preliminary Contamination Assessment investigations shall be performed in such a manner as to detect the contaminants of concern identified in the Contamination Screening Evaluation Report. For petroleum-impacted sites, auger borings with Organic Vapor Analyzer soil screening shall be performed at locations where contamination is most likely. A laboratory shall test soil samples with high Organic Vapor Analyzer readings. Groundwater samples shall be obtained and analyzed for the contaminants of concern using testing protocols approved by the Florida Department of Environmental Protection. If appropriate, geophysical methods such as Ground Penetrating Radar or Magnetometer surveys shall be performed to look for unknown buried fuel storage tanks or other buried objects of concern such as sumps, pits, etc. All field and sampling activities shall conform to Florida Department of Environmental Protection requirements. A Florida Department of Health approved laboratory shall perform all laboratory analyses. Prior to drilling any borings or installing/obtaining groundwater samples, the location of underground utilities shall be determined and sampling locations cleared in accordance with local regulations. This portion of the task will be paid for as a limiting amount.

The County shall assist the Consultant in obtaining access onto private property as necessary to conduct the Preliminary Contamination Assessments.

The approximate area of potential construction contamination impacts shall be crosshatched on the plan view of the roadway and labeled as "Approximate Limits of Potential Contamination Area." The following issues shall be addressed in the plans, details and/or specifications:

- Type of contamination.
- Specific Contractor responsibilities (dewatering, disposal of contaminated soils, etc).
- Special permitting requirements and constraints.

## 7.7 Geotechnical Reports

### 7.7.1 Roadway Soil Survey Report

The Consultant shall submit a preliminary Roadway Soil Survey Report with the 60% plans and a final report with the 90% plans. The preliminary and final Roadway Soil Survey Reports shall include the following:

- Copies of U.S.C.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet (i.e. Roadway Soil Survey sheet) that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Indices 500 and 505.

- Data interpretation and analysis including a Design LBR, seasonal high groundwater levels for roadway base clearance, aquifer parameters for stormwater systems and volume recovery analysis, limits of unsuitable material and removal recommendations, magnitude and time rate of embankment settlement, calculation of factor of safety for embankment slope stability, and embankment construction recommendations.
- Determination of seasonal high water shall consider proposed improvements impacting existing hydrological features, and identifying impacts to adjacent properties, including existing septic systems.
- An Appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

### 7.7.2 Bridge Foundation Report

The Consultant shall submit preliminary and final Bridge Foundation Reports. The preliminary Bridge Foundation Report shall include the following:

- Copies of the U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, U.S.G.S., S.C.S., geologic and potentiometric data.
- Data interpretation and analysis including soil and rock classification, design groundwater level for structures, evaluation and selection of foundation alternatives such as spread footings, pre-stressed concrete piling, steel H and pipe piles and drilled shafts.
- Soil $D_{50}$ values for scour calculations.
- Soil and/or water corrosion data for substructure environmental classification.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available) and any other pertinent information.

The detailed analysis and basis for the selected foundation alternative shall include the following:

- For pile and drilled shaft foundations, provide graphs of ultimate **acial** soil resistance versus tip elevations. Scour resistance and/or downdrag (negative skin friction) shall be calculated, if applicable.
- Provide the design soil profile(s), including the soil model/type of each layer and all soil-engineering properties required to run the FBPier

computer program. Review lateral analysis of the selected foundation for geotechnical compatibility.

- Bearing capacity for shallow foundations (including soil bearing capacity, minimum footing width, and minimum embedment depth) shall be given.
- The maximum driving resistance anticipated for pile foundations shall be estimated.
- Settlement analysis of foundation systems shall be provided.

In addition to the information included in the preliminary Bridge Foundation Report, the final Bridge Foundation Report shall include the following:

- A detailed analysis of the foundation system selected in the BCR, including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.
- Recommendations for foundation installation, or other site preparation soils-related construction considerations.
- Special provisions required for construction that are not addressed in the FDOT Standard Specifications.

### 7.7.3 Miscellaneous Structure Foundation Report

The Consultant shall prepare a Miscellaneous Structure Foundation Report to cover traffic signal and sign supports, box culverts and walls. The report shall include the following:

- Copies of U.S.C.G.S. and S.C.S maps with project limits shown.
- A summary of structure background data, U.S.G.S., S.C.S, geologic and potentiometric data.
- Data interpretation and analysis including design soil profiles(s) that include the soil model/type of each layer and all soil properties required for foundation design, lateral earth pressure coefficients, estimated differential and total (long term and short term) settlements, wing wall stability evaluation, external stability of conventional and retained earth wall systems, soil parameters used in analysis for retained earth wall systems and minimum soil reinforcement lengths versus wall heights, sheet pile wall analysis, and a review of the design for geotechnical compatibility and constructability.
- Recommendations for foundation installation, or other site preparation soils related construction considerations.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, and any other pertinent information.

### 7.7.4 Contamination Screening Report

The updated Contamination Screening Report shall identify all potential contamination impact sites and shall rank them with their risk potential. A discussion of the available information about the contamination issues at each site shall be provided. Recommendations for further Preliminary Contamination Assessment evaluation shall be made. The report shall follow the format outlined in Chapter 22 of the FDOT Preliminary Design and Environment Manual.

### 7.7.5 Preliminary Contamination Assessment Report (Not Applicable)

The Preliminary Contamination Assessment Report shall fully describe the contamination concerns at each site, and shall discuss the sampling and testing methodologies used and the findings. The following information shall be presented in the report:

- Site location map on an aerial photo background
- Background information relative to known or suspect contamination issues (e.g., plume maps, groundwater flow direction maps, etc.)
- Sampling and testing locations map
- Sampling and testing results
- Conclusions relative to contamination impacts affecting the project, including potential costs during construction

## 7.8 Deliverables

- Roadway Soil Survey Report (Preliminary and Final)
- Bridge Foundation Report (Preliminary and Final)
- Miscellaneous Structures Foundation Report
- Updated Contamination Screening Evaluation Report
- Preliminary Contamination Assessment Report

## 7.9 Pay Items

- Fieldwork, lab analysis and engineering
- Roadway Soil Survey Report (Preliminary and Final)
- Bridge Foundation Report (Preliminary and Final)
- Miscellaneous Structures Foundations Report
- Updated Contamination Screening Evaluation Report
- Preliminary Contamination Assessment Report

# 8.0 Railroad Coordination

This project includes roadway improvements parallel to the existing Railroad. The Consultant will be responsible for all coordination with the Orlando Utilities Commission Railroad, including preparation of all documentation as necessary to secure any Railroad agreements. The following activities may be necessary:

- Confirmation of railroad criteria as may affect the project.
- Coordinate signal interconnects with Railroad.

- Meetings and miscellaneous coordination with the Railroad and existing utilities within the railroad right-of-way.
- Preparation of studies as may be necessary to support the project design (at-grade crossing versus grade-separated, reference Florida Administrative Code Section 14-57).
- FDOT permit application preparation and follow-up as necessary where applicable.
- Inclusion of agreement conditions into plans, specifications and/or technical provisions.
- Pipeline and/or wireline crossing agreements.

Orange County shall execute permits and agreements and shall pay any fees associated therewith. It is anticipated the Orlando Utilities Commission Railroad will prepare the design of all facilities to be owned by the Railroad.

### 8.1 Deliverables

- FDOT permit application.

### 8.2 Pay Items

- FDOT permit application.
- Railroad coordination.

## 9.0 Post Design Services

The Consultant shall be responsible for post designs services.

### 9.1 Shop Drawing Review

The Consultant shall provide engineering services to complete a shop drawing review for bridge and structural component submittals.

### 9.2 Construction Administration

The Consultant shall provide engineering services during the construction of the project as requested by the County. The Consultant may be required to attend a Pre-Bid Construction Meeting and the Pre-Construction Conference.

### 9.3 Modification of Final Construction Plans

Consultant shall update and modify the final Construction Plans, including utilities, as may be necessary to reflect changes in proposed improvements identified after submittal of the 100% plans. The consultant shall provide signed and sealed copies of the updated final construction plans. Additional signed and sealed copies of the final construction plans, or portions thereof, shall be provided during the completion of the right-of-way acquisition process, as requested by the County. Plans may require revisions until the completion of the right-of-way acquisition process.

### 9.4 Permit Renewals

The Consultant shall renew all permits, when necessary, which are required to keep the Construction Plans current.

### 9.5 Pay Items

- Post Design Services

## TABLE OF DELIVERABLES

### 1.0 Administration

| | |
|---|---|
| *Final Design Project Schedule – Paper & Digital File* | *3/1 Copies* |
| *Construction Time Estimate – Paper & Digital File* | *3/1 Copies* |

### 2.0 Public Involvement

| | |
|---|---|
| *Public Involvement Plan – Paper & Digital File* | *3/1 Copies* |
| *Small Group Meeting Materials* | *As required* |

### 3.0 Design and Plans Preparation

| | |
|---|---|
| *Preliminary Drainage Calculations – Paper & Digital pdf File* | *3/1 Copies* |
| *Final Drainage Calculations (Signed & Sealed)* | *3 Copies* |
| *Roadway Design Criteria Package* | *3 Copies* |
| *Typical Section Package* | *3 Copies* |
| *Pavement Design Package* | *3 Copies* |
| *30%, 60%, 90% & 100% Cost/Engineers Estimate – Paper* | *3 Copies* |
| *Final Cost/Engineers Estimate – Paper & Digital File* | *3/1 Copies* |
| *Design Notes and Computation Book* | *3 Copies* |
| *Quantity Computation Book* | *3 Copies* |
| *Draft Schedule of Prices and Technical and Special Provisions – Paper & MS Word File* | *3/1 Copies* |
| *Final Schedule of Prices Technical and Special Provisions – Paper & MS Word File* | *3/1 Copies* |
| *Electronic Bid Document Package* | *1 Copy* |
| *Final Electronic Design and Topography files (ACAD & Microstation)* | *1 Copy* |

#### 3.0 A - Construction Plans

| | |
|---|---|
| *30% Submittal – Paper, Full and Half Sized* | *1/10 Copies* |
| *60% Submittal – Paper, Full and Half Sized* | *4/18 Copies* |
| *90% Submittal – Paper, Full and Half Sized* | *4/18 Copies* |
| *100% Submittal – Paper, Full and Half Sized* | *4/18 Copies* |

#### 3.0 B - Final Construction Plans

| | |
|---|---|
| *Hard Copy – Paper, Half Sized (Bid Sets)* | *22 Copies* |
| *Hard Copy – Paper, Full Sized (Signed and Sealed)* | *5 Copies* |
| *Hard Copy – Paper, Half Sized (Conformed)* | *10 Copies* |
| *Reproducible – Mylar, Full Sized* | *1 Copy* |
| *Reproducible – Mylar, Half Sized* | *1 Copy* |
| *Digital Files – AutoCAD 2006 and Microstation* | *1 Copy each* |

## 4.0 Permitting

| | |
|---|---|
| *Water Management District/ACOE Permit Package* | *1 Copy* |
| *Alternatives Wetland Mitigation Concepts Report* | *1 Copy* |
| *FDOT Permit Application Package(s)* | *1 Copy* |
| *N.P.D.E.S. Pollution Prevention Plan* | *3 Copies* |
| *Special Permit Documents (signed and scaled surveys). If required* | *3 Copies* |

## 5.0 Right-of-Way Engineering

| | |
|---|---|
| *Sample Format (with list of parcels for each)* | *1 Copy/Format* |
| *Draft Sketches and Legal Descriptions* | *3 Copies* |
| *Final Sketches and Legal Descriptions (Signed and Sealed) (Hard copy, Digital)* | *5 Copies/Parcel* |
| *Right-of-Way Survey Field Books* | *Original Books* |
| *Raw Data Files – Paper & Digital File* | *3/1 Copies* |
| *Right-of-Way Computation Book* | *3 Copies* |
| *Parcels Staked in Field for Appraisal* | *1 Time/Parcel* |
| *Minimization of Compensable Impacts Report* | *3 Copies* |
| *Updated/Modified Sketches and Legal Descriptions* | *3 Copies* |

### 5.0 A - Preliminary Right-of-Way Maps

| | |
|---|---|
| *30% Submittal – Paper, Full and Half Sized* | *1/6 Copies* |
| *60% Submittal – Paper, Full and Half Sized* | *1/6 Copies* |
| *90% Submittal – Paper, Full and Half Sized* | *1/6 Copies* |
| *100% Submittal – Paper, Full and Half Sized* | *1/6 Copies* |

### 5.0 B - Final Right-of-Way Maps

| | |
|---|---|
| *Hard Copy – Paper, Half Sized* | *3 Copies* |
| *Hard Copy – Paper, Full Sized (Signed and Sealed)* | *5 Copies* |
| *Reproducible – Mylar, Half Sized* | *1 Copy* |
| *Reproducible – Mylar, Full Sized* | *1 Copy* |
| *Digital Files – AutoCAD 2006* | *1 Copy* |

### 5.0 - Updated/Modified Right-of-Way Maps (Each Modification Cycle)

| | |
|---|---|
| *Hard Copy – Paper, Half Sized* | *3 Copies* |
| *Hard Copy – Paper, Full Sized (Signed & Sealed)* | *5 Copies* |
| *Reproducible – Mylar, Half Sized* | *1 Copy* |
| *Reproducible – Mylar, Full Sized* | *1 Copy* |

## 6.0 Design Survey Services

| | |
|---|---|
| *Design Survey Field Books* | *Original Books* |
| *Raw Data Files – Paper & Digital File* | *3/1 Copies* |
| *Design Survey Computation Book* | *3 Copies* |

## 7.0 Geotechnical Services

| | |
|---|---|
| *Final Preliminary Roadway Soil Survey Report (including ponds and swales)* | *3 Copies* |
| *Roadway Soil Survey Report (including ponds and swales)(S & S)* | *3 Copies* |
| *Miscellaneous Structure Foundation Report* | *3 Copies* |
| *Updates Contamination Screening Report* | *3 Copies* |
| *Preliminary Contamination Assessment Report* | *3 Copies* |
| *Box Culvert Report (If Required) (Signed & Sealed)* | *3 Copies* |
| *Mast Arm Signal Pole Report (Signed & Sealed)* | *3 Copies* |
| *Retaining Walls Report (Signed & Sealed)* | *3 Copies* |

## 8.0 Railroad

| | |
|---|---|
| *FDOT Permit Application – Paper & Digital* | *4/2 Copies* |

# EXHIBIT "D"
## Road Widening Design Costs

EXHIBIT "D" - PROPOSAL
ORANGE COUNTY PUBLIC WORKS DEPARTMENT
PRELIMINARY ENGINEERING ACTIVITY AND FEE SUMMARY

Consultant: Bowyer-Singleton

Project Name: Boggy Creek Road  From: Airport South Access Road  To: Wetherbee Road Extension

Contract Number:  Date: January 31, 2011

| Act. # | ACTIVITY | Project Mgr. Man Hours | Project Mgr. Billing Rate | Senior Engineer/Sr. PLS Man Hours | Senior Engineer/Sr. PLS Billing Rate | Eng/Sr. Env. Scientist Man Hours | Eng/Sr. Env. Scientist Billing Rate | Sr Eng Tech/PLS/Env Scien Man Hours | Sr Eng Tech/PLS/Env Scien Billing Rate | Survey/CADD Tech Man Hours | Survey/CADD Tech Billing Rate | Clerical Man Hours | Clerical Billing Rate | Man-Hours by Activity | Salary Cost by Activity |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Administration | 47 | $ 65.83 | 64 | $ 45.50 | 39 | $ 30.82 | 0 | $ - | 12 | $ 27.00 | 0 | $ - | 162 | $ 7,531.99 |
| 2 | Public Information | 62 | $ 65.83 | 66 | $ 45.50 | 14 | $ 30.82 | 0 | $ - | 24 | $ 27.00 | 0 | $ - | 166 | $ 8,163.94 |
| 3 | Design and Plans Preparation | 184 | $ 65.83 | 718 | $ 45.50 | 1,313 | $ 30.82 | 0 | $ - | 1,390 | $ 27.00 | 0 | $ - | 3,605 | $ 122,778.38 |
| 4 | Permitting | 11 | $ 65.83 | 59 | $ 45.50 | 111 | $ 31.50 | 0 | $ - | 8 | $ 27.00 | 0 | $ - | 189 | $ 7,121.13 |
| 4a | Permitting (LA) | 5 | $ 65.83 | 9 | $ 45.50 | 134 | $ 31.50 |  | $ - | 6 | $ 27.00 |  | $ - | 154 | $ 5,121.65 |
| 5 | Right-of-Way Engineering | 0 | $ 65.83 | 30 | $ 53.94 | 0 | $ - | 160 | $ 36.00 | 349 | $ 21.88 | 0 | $ - | 539 | $ 15,014.17 |
| 5a | Right-of-Way Engineering (LA) | 0 | $ 65.83 | 0 | $ 53.94 | 0 | $ - | 22 | $ 36.00 | 22 | $ 21.88 | 0 | $ - | 44 | $ 1,273.35 |
| 6 | Design Surveys | 0 | $ 65.83 | 38 | $ 53.94 | 0 | $ - | 91 | $ 36.00 | 192 | $ 21.88 | 0 | $ - | 321 | $ 9,526.60 |
| 7 | Geotechnical Services | 0 | $ 65.83 | 0 | $ 45.50 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - |
| 9 | Post Design Services (LA) | 65 | $ 65.83 | 137 | $ 45.50 | 156 | $ 30.82 | 0 | $ - | 28 | $ 27.00 | 0 | $ - | 386 | $ 16,076.37 |
|  | TOTAL MAN-HOURS AND COST | 374 | $ 65.83 | 1121 | $ 45.50 | 1767 | $ 30.82 | 273 | $ 36.00 | 2031 | $ 27.00 | 0 | $ - | 5566 | $ 192,607.58 |

| | | 6.7% | 20.1% | 31.7% | 4.9% | 36.5% |
|---|---|---|---|---|---|---|
|  | TOTAL COST BY ACTIVITY | Lump Sum | Limiting Amount |  |  |  |
| 1 | Administration | $ 22,520.65 |  |  |  |  |
| 2 | Public Involvement | $ 24,410.18 |  |  |  |  |
| 3 | Design and Plans Preparaiton | $ 385,369.80 |  |  |  |  |
| 4 | Permitting | $ 21,292.18 | $ 31,063.73 |  |  |  |
| 5 | Right-of-Way Engineering | $ 68,621.38 | $ 8,275.32 |  |  |  |
| 6 | Design Surveys | $ 63,111.52 |  |  |  |  |
| 7 | Geotechnical Services | $ 59,555.00 | $ 24,846.00 |  |  |  |
| 9 | Post Design Services |  | $ 48,068.35 |  |  |  |
|  | Subtotal | $ 644,880.71 | $ 112,253.40 |  |  |  |
|  | TOTAL CONTRACT FEE | $ 757,134.11 |  |  |  |  |

**Total Contract Fee Computations**

| | | |
|---|---|---|
| Subtotal BSA Salary | $ | 192,607.58 |
| Overhead & Margin (199.00%) | $ | 383,289.09 |
| Subtotal | $ | 575,896.68 |
| BSA - Right-of-Way (Field) | $ | 22,340.00 |
| BSA - Right-of-Way (Field) (LA) | $ | 4,468.00 |
| BSA - Survey (Field) | $ | 34,627.00 |
| BSA Expenses | $ | 18,262.44 |
| BSA Expenses (LA) | $ | 15,750.00 |
| TOTAL BSA | $ | 95,447.44 |
| **Subconsultants** | | |
| Nodarse - Geotechnical | $ | 59,555.00 |
| Nodarse - Geotechnical (LA) | $ | 24,846.00 |
| Subtotal Subconsultants | $ | 84,401.00 |
| Contract Fee (Lump Sum) | $ | 757,134.11 |
| Contract Fee (Limiting Amount) | $ | - |
| Total Contract Fee | $ | 757,134.11 |

EXHIBIT "D" - PROPOSAL
ORANGE COUNTY PUBLIC WORKS DEPARTMENT
FINAL DESIGN ACTIVITY AND FEE SUMMARY

**Project Name:** Boggy Creek Road  **From:** Airport South Access Road  **To:** Wetherbee Road Extension

**Contract Number:**  **Date:** 01/31/11

| ACTIVITY | PAY ITEM | BSA | Nodarse | | | | | | | | | ITEM TOTAL | ACT. TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1.0 Administration | 1.1 Notice to Proceed Meeting | $ 774.80 | | | | | | | | | | $ 774.80 | |
| | 1.2 Project Meetings (6) | $ 9,213.44 | | | | | | | | | | $ 9,213.44 | |
| | 1.3 Project Management and Supervision | $ - | | | | | | | | | | $ - | |
| | 1.4 Final Design Project Schedule | $ 998.63 | | | | | | | | | | $ 998.63 | |
| | 1.5 Cost Estimates and Construction Schedule | $ 3,367.01 | | | | | | | | | | $ 3,367.01 | |
| | 1.6 Utility Coordination | $ 6,133.77 | | | | | | | | | | $ 6,133.77 | |
| | Quality Assurance/Quality Control | $ 2,032.99 | | | | | | | | | | $ 2,032.99 | |
| Activity Total | | $ 22,520.65 | $ - | | | | | | | | | $ 22,520.65 | $ 22,520.65 |
| 2.0 Public Involvement | 2.1 Small Group Meetings | $ 2,179.62 | | | | | | | | | | $ 2,179.62 | |
| | 2.2 Public Information Meetings | $ 1,331.51 | | | | | | | | | | $ 1,331.51 | |
| | 2.3 Coordination Meetings | $ 9,020.50 | | | | | | | | | | $ 9,020.50 | |
| | 2.4 Newsletters | $ - | | | | | | | | | | $ - | |
| | 2.5 Web Page Update/Maintenance | $ 665.75 | | | | | | | | | | $ 665.75 | |
| | 2.6 Mailing List | $ - | | | | | | | | | | $ - | |
| | 2.7 Staff Presentations | $ 787.33 | | | | | | | | | | $ 787.33 | |
| | 2.8 LPA Workshop & Hearing | $ 1,574.65 | | | | | | | | | | $ 1,574.65 | |
| | 2.9 BCC Public Hearing | $ 787.33 | | | | | | | | | | $ 787.33 | |
| | 2.10 Final Improvement Map | $ 5,400.48 | | | | | | | | | | $ 5,400.48 | |
| | Quality Control/Supervision | $ 2,663.01 | | | | | | | | | | $ 2,663.01 | |
| | Reimbursables | $ - | | | | | | | | | | $ - | |
| Activity Total | | $ 24,410.18 | $ - | | | | | | | | | $ 24,410.18 | $ 24,410.18 |
| 3.0 Preliminary Engineering, Final Design, and Plans Preparation | 3.0 Preliminary Engineering | | | | | | | | | | | $ - | |
| | 3.1 Roadway Design | $ 64,550.15 | | | | | | | | | | $ 64,550.15 | |
| | 3.2 Drainage Design | $ 42,759.48 | | | | | | | | | | $ 42,759.48 | |
| | 3.3 Structural Design | $ 37,771.71 | | | | | | | | | | $ 37,771.71 | |
| | 3.4 Roadway Construction Plans | $ 177,037.64 | | | | | | | | | | $ 177,037.64 | |
| | Quality Control/Supervision | $ 44,988.38 | | | | | | | | | | $ 44,988.38 | |
| | Direct Reimbursables | $ 18,262.44 | | | | | | | | | | $ 18,262.44 | |
| Activity Total | | $ 385,369.80 | $ - | | | | | | | | | $ 385,369.80 | $ 385,369.80 |
| 4.0 Permitting | 4.1.1 Agency Coordination | $ 4,351.95 | | | | | | | | | | $ 4,351.95 | |
| | 4.1.2 Agency Field Review | $ 1,563.77 | | | | | | | | | | $ 1,563.77 | |
| | 4.1.3 Wetland Mitigation | $ - | | | | | | | | | | $ - | |
| | 4.1.4 Threatened & Endangered Species | $ 1,940.51 | | | | | | | | | | $ 1,940.51 | |
| | 4.2 Other Permitting Agencies | $ 2,815.53 | | | | | | | | | | $ 2,815.53 | |
| | 4.4 Permit Preparation | $ 8,058.05 | | | | | | | | | | $ 8,058.05 | |
| | Quality Control/Supervision | $ 2,562.37 | | | | | | | | | | $ 2,562.37 | |
| Activity Total | | $ 21,292.18 | $ - | | | | | | | | | $ 21,292.18 | $ 21,292.18 |
| 4.0 Permitting Limiting Amount | 4.1.4 Threatened & Endangered Species | $ 1,940.51 | | | | | | | | | | $ 1,940.51 | |
| | 4.1.4.1 T & E Species - Construction Review | $ 1,563.77 | | | | | | | | | | $ 1,563.77 | |
| | 4.1.4.2 Gopher Tortoise Survey | $ 2,260.44 | | | | | | | | | | $ 2,260.44 | |
| | 4.1.4.3 Gopher Tortoise Permitting | $ 3,740.49 | | | | | | | | | | $ 3,740.49 | |
| | 4.1.4.4 Off-Site Gopher Tortoise Relocation | $ 3,767.40 | | | | | | | | | | $ 3,767.40 | |
| | Quality Control/Supervision | $ 2,041.12 | | | | | | | | | | $ 2,041.12 | |
| | Reimbursables | $ 15,750.00 | | | | | | | | | | $ 15,750.00 | |
| Activity Total | | $ 31,063.73 | $ - | | | | | | | | | $ 31,063.73 | $ 31,063.73 |

EXHIBIT "D" - PROPOSAL
ORANGE COUNTY PUBLIC WORKS DEPARTMENT
FINAL DESIGN ACTIVITY AND FEE SUMMARY

**Project Name:** Boggy Creek Road **From:** Airport South Access Road **To:** Wetherbee Road Extension

**Contract Number:** **Date:** 01/31/11

| ACTIVITY | PAY ITEM | BSA | Nodarse | | | | | | | | | | ITEM TOTAL | ACT. TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5.0 Right-of-Way Engineering | 5.1 Right-of-Way Mapping | $ 16,986.84 | | | | | | | | | | | $ 16,986.84 | |
| | 5.2 Parcels | $ 8,112.50 | | | | | | | | | | | $ 8,112.50 | |
| | 5.3 Right-of-Way Surveys | $ 36,198.64 | | | | | | | | | | | $ 36,198.64 | |
| | 5.4 Minimization of Compensible Impacts | $ - | | | | | | | | | | | $ - | |
| | 5.5 Changes to Document During R/W Acquisition | $ - | | | | | | | | | | | $ - | |
| | Quality Control/Supervision | $ 5,934.40 | | | | | | | | | | | $ 5,934.40 | |
| | Reimbursables | $ 1,389.00 | | | | | | | | | | | $ 1,389.00 | |
| Activity Total | | $ 68,621.38 | $ - | | | | | | | | | | $ 68,621.38 | $ 68,621.38 |
| 5.0 Right-of-Way Engineering | 5.2 Parcels | $ 6,371.66 | | | | | | | | | | | $ 6,371.66 | |
| | 5.5 Changes to Document During R/W Acquisition | $ 1,903.66 | | | | | | | | | | | $ 1,903.66 | |
| Limiting Amount | Quality Control/Supervision | | | | | | | | | | | | $ - | |
| | Reimbursables | $ - | | | | | | | | | | | $ - | |
| Activity Total | | $ 8,275.32 | $ - | | | | | | | | | | $ 8,275.32 | $ 8,275.32 |
| 6.0 Design Survey Services | 6.0 Prepare Design Survey | $ 51,818.60 | | | | | | | | | | | $ 51,818.60 | |
| | 6.3 Survey Control Sheet | $ 6,452.36 | | | | | | | | | | | $ 6,452.36 | |
| | Quality Control/Supervision | $ 4,840.56 | | | | | | | | | | | $ 4,840.56 | |
| Activity Total | | $ 63,111.52 | $ - | | | | | | | | | | $ 63,111.52 | $ 63,111.52 |
| 7.0 Geotechnical | | $ - | $ 59,555.00 | | | | | | | | | | $ 59,555.00 | |
| Activity Total | | $ - | $ 59,555.00 | | | | | | | | | | $ 59,555.00 | $ 59,555.00 |
| 7.0 Geotechnical | | $ - | $ 24,846.00 | | | | | | | | | | $ 24,846.00 | |
| Limiting Amount | | | | | | | | | | | | | | |
| Activity Total | | $ - | $ 24,846.00 | | | | | | | | | | $ 24,846.00 | $ 24,846.00 |
| 8.0 Railroad Coordination | | $ - | $ - | | | | | | | | | | $ - | |
| Activity Total | | $ - | $ - | | | | | | | | | | $ - | $ - |
| 9.0 Post Design Services (Limiting Amount) | 9.1 Shop Drawing Review | $ 5,116.85 | | | | | | | | | | | $ 5,116.85 | |
| | 9.2 Construction Administration | $ 32,258.07 | | | | | | | | | | | $ 32,258.07 | |
| | 9.3 Modify Final Construction Plans | $ 10,693.43 | | | | | | | | | | | $ 10,693.43 | |
| | Quality Control/Supervision | $ - | | | | | | | | | | | $ - | |
| | Reimbursables | | | | | | | | | | | | $ - | |
| Activity Total | | $ 48,068.35 | $ - | | | | | | | | | | $ 48,068.35 | $ 48,068.35 |
| TOTAL | | $ 672,733.11 | $ 84,401.00 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 757,134.11 | $ 757,134.11 |

EXHIBIT "D"
ORANGE COUNTY PUBLIC WORKS DEPARTMENT
ACTIVITY AND FEE SUMMARY

Project: Boggy Creek Road
From: Airport South Access Road to Wetherbee Road Extension
Date: October 25, 2010
CIP #:
Purchasing Contract #:
Firm: **Bowyer-Singleton**

| Activity | | BSA | BSA Limiting Amount | Nodarse | Nodarse Limiting Amount | | | | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 Adminstration | 162 | $22,520.65 | | | | | | | | | | $22,520.65 |
| 2 Public Information | 166 | $24,410.18 | | | | | | | | | | $24,410.18 |
| 3 Design & Plans Preparation | 3,605 | $385,369.80 | | | | | | | | | | $385,369.80 |
| 4 Permitting | 189 | $21,292.18 | $31,063.73 | | | | | | | | | $52,355.91 |
| 5 Right-of-Way | 559 | $68,621.38 | $8,275.32 | | | | | | | | | $76,896.70 |
| 6 Design Survey | | $63,111.52 | | | | | | | | | | $63,111.52 |
| 7 Geotechnical Services | 0 | | | $59,555.00 | $24,846.00 | | | | | | | $84,401.00 |
| 9 Post Design (Limiting Amount) | 386 | | $48,068.35 | | | | | | | | | $48,068.35 |
| TOTAL | 5,067 | $585,325.71 | $87,407.40 | $59,555.00 | $24,846.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $757,134.11 |

*Revised*

**EXHIBIT "E"**

**COST BREAKDOWN**

| | |
|---|---|
| **TOTAL COST OF THE BOGGY CREEK ROAD IMPROVEMENTS:** | **$ 4,710, 830. 00** |
| **PHASE I COSTS:** | **$ 2, 328,016.00** |
| **PHASE II COSTS:** | **$ 2, 382,814.00** |

**PHASE I**

| | |
|---|---|
| **PHASE I COSTS (AMB)** | **$1,500,000.00** |
| **PHASE I COSTS (CROCKETT)** | **$ 250,000.00** |
| **PHASE I COSTS (ORANGE COUNTY) ("ORANGE COUNTY CONTRIBUTION")** | **$ 578,016.00** |
| **TOTAL PHASE I COSTS** | **$2,328,016.00** |

**PHASE II**

| | |
|---|---|
| **PHASE II COSTS (CROCKETT)** | **$2,382.814.00** |

**SCHEDULE OF FUNDING OF AMB ESCROW:**

**PHASE I COSTS**

1. First Installment Payment by AMB in the amount of $524,000.00 due 5 days after Effective Date of the Agreement.

2. Crockett Phase I Permitting Payment by Crockett in the amount of $250,000.00, due 5 days after Effective Date of the Agreement.

3. Second Installment Payment by AMB in the amount of $ 976,000.00 due thirty (30) days after the Effective Date of this Amendment.

4. Cost overrun payments by AMB as needed, not to exceed 50% so long as matched simultaneously and dollar for dollar by Orange County, inclusive of AMB's thirty-three and one-third percent (33.3%) share of Wetland Mitigation cost overruns.

5. Crockett payment of its thirty-three and one-third percent (33.3%) share of Wetland Mitigation cost overruns.

**SCHEDULE OF FUNDING OF CROCKETT ESCROW**

1. Costs incurred by Crockett for the Road Widening Design.

2. Total payment in the amount of $2,450,000.00, less the amounts paid under item 1 above, due the earlier of: (i) development plan approval for development in excess of 500,001 square feet or (ii) 60 days prior to the award of bid for construction of the four (4) lane road segment from E. Wetherbee Road to S.R. 417.

3. Cost overrun payments by Crockett, as needed, not to exceed 50% so long as matched simultaneously and dollar for dollar by Orange County, inclusive of Crockett's thirty-three and one-third percent (33.3%) share of Wetland Mitigation cost overruns.

**SCHEDULE OF FUNDING OF ORANGE COUNTY CONTRIBUTION**

1. County payment of Ten Per Cent (10%) of the cost of Wetland Mitigation promptly after Effective Date of the Agreement, out of the County Contribution.

2. County payment of Ninety Per Cent (90%) balance of cost of Wetland Mitigation from TM Econ Bank and 100% of in-basin Wetland Mitigation when required, out of the County Contribution.

3. County payment in the amount of $578,016.00, less the amounts paid under items 1 and 2 above, due upon the Final Delivery Date.

4. Cost overrun payments by Orange County Cost as and when needed, not to exceed 50% for each Phase (inclusive of Wetland Mitigation cost overruns), so long as matched simultaneously and dollar for dollar by Developers: AMB for Phase I and Crockett for Phase II.

**Interoffice Memorandum**

August 29, 2011

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

FROM: Jon V. Weiss, P.E., Director
Growth Management Department

**CONTACT PERSON:** **Susan E. Caswell, AICP, Manager, Planning Division**
**407 836-5884**

SUBJECT: September 20, 2011 – Consent Item
Boggy Creek Area Elementary School Construction within Runway Clear Zone Resolution

The proposed school site falls within the Runway Clear Zone (RCZ) for the Orlando International Airport as shown in Exhibit "A" of the attached Resolution. Florida Statutes provide that the County may make exceptions for educational facilities within the RCZ; the County may grant exceptions when it makes specific findings detailing how the public policy reasons for allowing the educational facility outweigh any risks to health and safety. The County's findings are outlined in the attached Resolution.

The County acknowledges that the Orange County School Board must continue to locate and construct schools to serve the citizens of Orange County in the vicinity of the residential growth, including growth, which has occurred within the RCZs.

The School District has requested that Orange County grant an exception from the prohibition of construction of educational facilities within the RCZ for the Boggy Creek Elementary School Site.

**ACTION REQUESTED:** **Approval of Resolution of the Orange County Board of County Commissioners regarding Boggy Creek Area Elementary School Construction within Runway Clear Zone. District 4**

JVW/SEC:rep

Attachments

# RESOLUTION

*of the*

## ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

*regarding*

## BOGGY CREEK AREA ELEMENTARY SCHOOL CONSTRUCTION WITHIN RUNWAY CLEAR ZONE

**Resolution No. 11-_____**

**WHEREAS**, Section 1013.33, Florida Statutes, requires the coordination of planning between the School Board and the County to ensure that plans for construction and opening of public educational facilities are facilitated and coordinated in time and place with plans for residential development, concurrently with other necessary services; and

**WHEREAS**, the pattern of residential development within the County has necessitated that the School Board acquire infill school sites and accept reserved school sites within planned developments which have recently been or will be approved by the County; and

**WHEREAS**, the County has implemented the Public School Siting Regulations and the Airport Noise Impact Areas Ordinance to address the health and safety concerns regarding the siting of schools in Orange County, Florida; and

**WHEREAS,** section 333.03(3), Florida Statutes requires that the County adopt zoning regulations which restrict the location of education facilities within a runway clear zone (the "RCZ") as defined by the statute and shown on Exhibit "A", attached hereto and incorporated herein, which depicts the RCZs for both Orlando Executive Airport and Orlando International Airport; and

**WHEREAS,** section 333.03(3), Florida Statutes also provides that the County may make exceptions for educational facilities within the RCZ where it makes specific findings detailing how the public policy reasons for allowing the educational facilities outweigh any risks to health or safety; and

**WHEREAS,** Wyndham Lakes and Oakshire Elementary Schools are currently over capacity and a new elementary school must be constructed in the area to relieve the overcrowding at these schools; and

**WHEREAS,** the area of the County in which Wyndham Lakes and Oakshire Elementary Schools are located is well-developed and does not contain many tracts of vacant land suitable for an elementary school site, Orange County School District (the "School District") has acquired an elementary school site (the "Boggy Creek Area School Site") which is located within the Orlando International Airport RCZ; and

6. The Airport Noise Impact Areas Ordinance prohibits schools from being located within certain noise zones.

7. The Public School Siting Regulations, together with the Airport Noise Impact Areas Ordinance, promote health and safety.

Growth Patterns:

8. Due to the growth within the County, the County acknowledges that the School District must continue to locate and construct schools to serve the citizens of Orange County in the vicinity of the residential growth and that the rapid growth over the past decade in Orange County has caused residential development to occur within the RCZs.

9. The County finds that development pattern has necessitated new educational facilities to be sited within the RCZ. Further the County finds that it has adopted ordinances to ensure the safety and welfare of children have been considered when siting schools in the vicinity of airports. So long as the School Board adheres to the County Ordinances relating to same, the County hereby waives the requirement of FS §333.03(3)(2011) and allows for the construction of the Boggy Creek Area Elementary School within the RCZ.

ADOPTED this _____ day of _____, 2011.

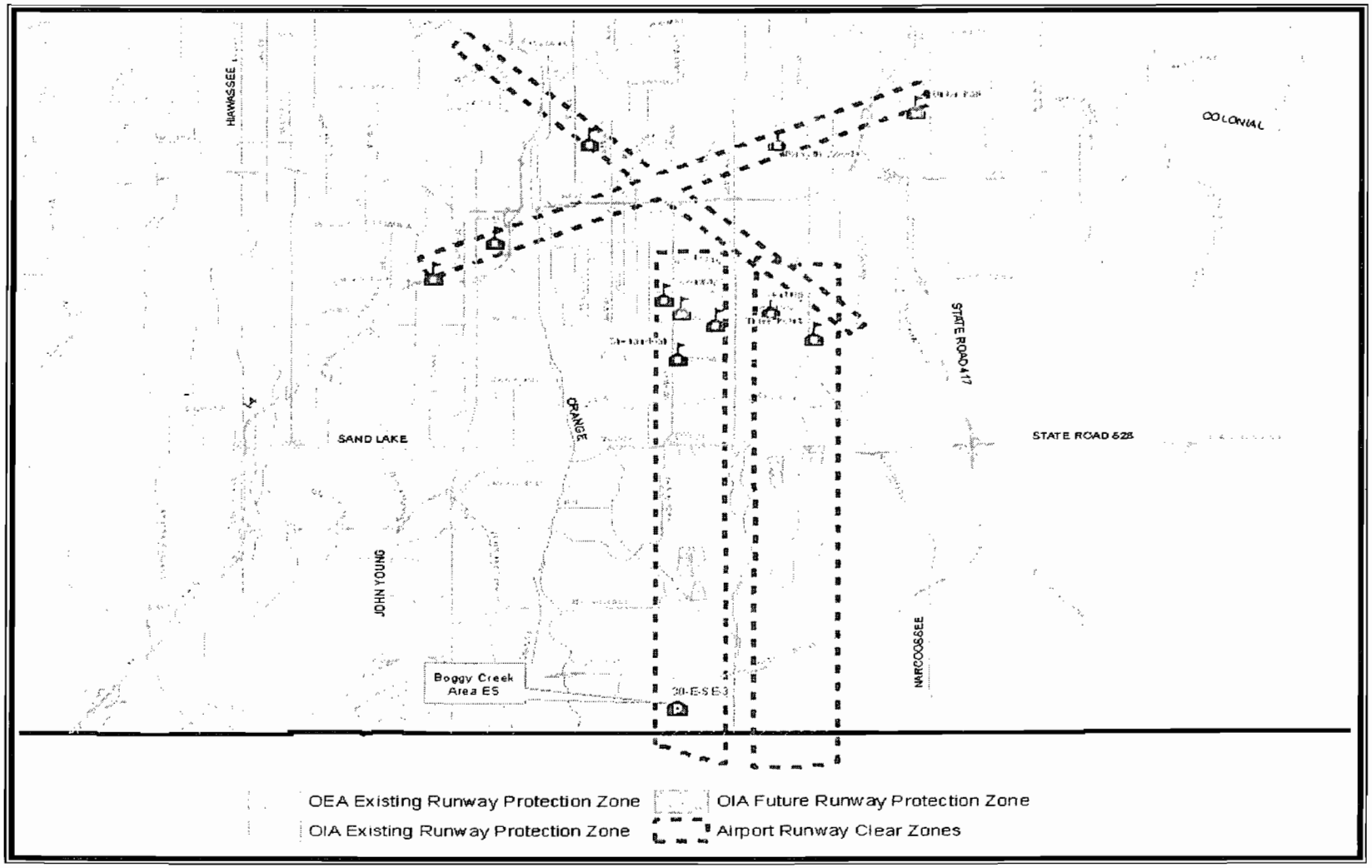
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____
Teresa Jacobs
Orange County Mayor

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

By:_____
Deputy Clerk

# EXHIBIT A


HIAWASSEE
COLONIAL
STATE ROAD 417
SAND LAKE
ORANGE
STATE ROAD 528
JOHN YOUNG
NARCOOSSEE
Boggy Creek
Area ES
30-E-S-E-3
OEA Existing Runway Protection Zone
OIA Existing Runway Protection Zone
OIA Future Runway Protection Zone
Airport Runway Clear Zones

I. CONSENT AGENDA
GROWTH MANAGEMENT
DEPARTMENT
3

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice M**

AGENDA ITEM

September 1, 2011

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

FROM: Jon V. Weiss, P.E., Director
Growth Management Department

**CONTACT PERSON: Mitch Gordon, Manager, Zoning Division**
**PHONE NUMBER: 407 836-5896**

SUBJECT: September 20, 2011 - Consent Item
Hold Harmless and Indemnification Agreement
Roopnarine Ramjeawan and Chandra Ramjeawan

On April 19, 2011, the Board of County Commissioners confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Roopnarine Ramjeawan and Chandra Ramjeawan to allow an existing playhouse to be located no closer than 32 feet from the normal high water elevation (NHWE) of Lake Jessamine and existing gazebo and decking to be located no closer than 26 feet from NHWE of Lake Jessamine.

The BZA's approval was conditioned on the recording of a Hold Harmless and Indemnification Agreement, which protects Orange County from any claims filed against it resulting from the County's granting of the variance on April 19, 2011.

**ACTION REQUESTED: Approval of Hold Harmless and Indemnification Agreement Parcel ID: 14-23-29-3980-06-010 between Roopnarine Ramjeawan and Chandra Ramjeawan and Orange County to allow a playhouse, gazebo and decking, located at 402 Bywater Drive. District 4**

JVW/MG/JR: rep

Attachment

Instrument prepared by:
Roopnarine Ramjeawan
402 Bywater Drive
Orlando, Florida 32839

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**
**Parcel ID: 14-23-29-3980-06-010**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between ROOPNARINE RAMJEAWAN and CHANDRA RAMJEAWAN, as husband and wife, whose mailing address is 402 Bywater Drive, Orlando, Florida 32839, (the "Homeowners"), and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 (the "County").

**WITNESSETH:**

**WHEREAS**, the Homeowners hold fee simple title to property located at 402 Bywater Drive, Orlando, Florida 32839, which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Homeowners have constructed a playhouse and a gazebo and decking (the "Improvements") on the Property, 32 feet and 26 feet respectively, from the normal high water elevation of Lake Jessamine in lieu of the thirty-five foot set-back; and

**WHEREAS**, the Homeowners sought a variance from the County to address construction of the Improvements and were granted approval subject to conditions ratified or established by

the Board of County Commissioners (the "Board") in its April 19, 2011 meeting; and

**WHEREAS**, the Homeowners understand and agree that placing the Improvements within the thirty-five foot setback area may significantly increase the likelihood of damage to structures, shoreline, and associated assets, and in spite of these risks desire to maintain the Improvements within this setback area; and

**WHEREAS**, since this Agreement will be executed and recorded in the Official Records of Orange County, this Agreement serves as notice that the Improvements may be constructed or may have been constructed within the thirty-five foot setback from the normal high water elevation of Lake Jessamine as authorized by a variance approved with conditions ratified or established by the Board at its meeting on April 19, 2011.

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

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement by this reference.

2. **HOLD HARMLESS AND INDEMNIFICATION.** The Homeowners, on behalf of themselves and their successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assume sole and entire responsibility for any and all damage to property sustained as a result of the County's granting of the variance request on April 19, 2011. The Homeowners hereby release, indemnify, defend (with legal counsel acceptable to the County), and hold harmless the County, its Board members, officers, employees, contractors, agents and elected and appointed officials from and against any and all claims, suits, judgments, demands,

liabilities, damages, costs and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the activities or operations on or use of the Improvements resulting from the County's granting of the variance request on April 19, 2011.

3. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall run with the Property. It is further intended that this Agreement shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, their heirs, representatives, successors and assigns.

4. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Homeowners.

5. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

6. **RECORDATION.** An executed original of this Agreement shall be recorded, at the Homeowners' expense, in the Official Records of Orange County, Florida.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Homeowners, whichever is later.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties hereto 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

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

By: _____
Deputy Clerk

Date: _____

[REMAINING SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered in our presence as witnesses:

HUSBAND:

Signature: _____

By: _____
Roopnarine Ramjeawan

Printed Name: Elfrida Ramos

Signature: Jenny Sukhraj

Printed Name: JENNY SUKHRAJ

WIFE:

Signature: _____

By: _____
Chandra Ramjeawan

Printed Name: Elfrida Ramos

Signature: Jenny Sukhraj

Printed Name: JENNY SUKHRAJ

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of August, 2011, by Roopnarine Ramjeawan, who is personally known to me or who has produced Florida Drivers License as identification.

Notary Public, State of Florida At Large
My Commission Expires: 8/28/2013
(Seal)

ANNA M. CABAN
MY COMMISSION # DD 884733
EXPIRES: August 28, 2013
Bonded Thru Notary Public Underwriters

The foregoing instrument was acknowledged before me this 30th day of August, 2011, by Chandra Ramjeawan, who is personally known to me or who has produced Florida Drivers License as identification.

Notary Public, State of Florida At Large
My Commission Expires: 8/28/2013
(Seal)



ANNA M. CABAN
MY COMMISSION # DD 884733
EXPIRES: August 28, 2013
Bonded Thru Notary Public Underwriters

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel ID No.: 14-23-29-3980-06-010**

Jessamine Beach J/78 Lot 1 & E 1/3 of Lot 2 & Land on S Marked Reserved for Canal Blk F.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Mem

I. CONSENT AGENDA
HEALTH SERVICES DEPARTMENT
1

**DATE:** August 30, 2011

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

**THRU:** George Ralls, M.D., Director
Health Services Department

**FROM:** Todd Stalbaum, Quality Manager
EMS Office of the Medical Director

**SUBJECT:** Temporary - Alternative Transportation Service License
Transportation America, Inc.
Consent Agenda – September 20, 2011

The EMS Office of the Medical Director requests the approval of a temporary Alternative Transportation Service License for Transportation America, Inc. Transportation America, Inc. is requesting to begin operating their wheelchair/stretcher service in Orange County by September 30, 2011 for the LYNX Transportation Disadvantage Program contract that will commence on October 15, 2011. As stated in the attached letter from Transportation America, Inc., they will be providing evening and weekend service to the elderly and disabled citizens within Orange County. This will consist of approximately 1020 trips per week. (See attached memo)

The EMS Office of the Medical Director has determined that all requirements have been met by Transportation American, Inc., as contained in Ordinance 2001-09 for granting of a temporary license.

**ACTION REQUESTED:** Approval of Alternative Transportation Service License for Transportation America, Inc. to provide wheelchair/stretcher service for the LYNX Transportation Disadvantage Program. The term of this license is from September 20, 2011 through November 20, 2011. There is no cost to the County. **(EMS Office of the Medical Director)**

TS/vb

Attachments
cc Linda Weinberg, Deputy County Administrator

# License

## Alternative Transportation Service

**Orange County**
**Board of County Commissioners**
**Emergency Medical Services**

This is to certify that **Transportation America, Inc.**
has complied with Orange County Code **2001-9** and Rules and Regulations established by the Board of County Commissioners, and is authorized to operate an Alternative Transportation Service in Orange County.

Date of Issue: **September 20, 2011**

Date of Expiration: **November 20, 2011**

40-18 (4/06)

Mayor, Board of County Commissioners

TRANSPORTATION AMERICA

August 24, 2011

Ms. Vanessa Butler, Compliance Specialist, CTC Coordinator
EMS Office of the Medical Director
2002-A Michigan Street
Orlando, FL 32806

Re: Temporary – Alternative Transportation License

Dear Ms. Butler:

It was a pleasure to meet with you yesterday morning regarding Transportation America, Inc.'s Application for Certification for Alternative Transport Combination permits. Transportation America, Inc. a is a family-owned and operated transportation company headquartered in Miami-Dade County, Florida, which specializes in providing a myriad of transportation and related services in a variety of public and private sector opportunities. Transportation America has vast experience in all areas of transportation-based services through our affiliated companies:

- Advanced Transportation Solutions, Inc. – Paratransit Services
- MCT Express d/b/a Miami-Dade Ambulance Service – Urgent and Non-Urgent Ambulance Services
- Medical Care Transportation, Inc. – Non-Emergency Transportation
- Super Nice Limo – Executive Transportation Services
- Super Nice STS – Para-transit Service Provider
- Miami-Dade Taxi – Taxi Transportation Services
- American Shuttle – Ground Transportation Services

As we discussed, Transportation America recently participated in a paratransit procurement opportunity in Central Florida for LYNX, the Central Florida Regional Transportation Authority, which coordinates public transportation for Orange, Osceola and Seminole Counties in the State of Florida. On May 26, 2011, the LYNX Board of Directors approved a five (5) year Contract with Transportation America for Non-Core (Nights and Sundays) Paratransit Services, which was executed just yesterday, August 23, 2011, by LYNX and Transportation America, and will commence October 15, 2011. In this Contract, Transportation America will provide paratransit transportation services to the geographic service areas of the Orange, Osceola and Seminole tri-County area, including the municipalities contained therein. In this regard, Transportation America must be prepared to provide transportation services to the certified riders in connection with the Contract prior to the commencement date.

To this end, we are respectfully requesting that the Emergency Medical Services Office requests the approval from the Honorable Board of County Commissioners of the necessary Temporary Alternative Transportation License to Transportation America, Inc. to provide the services under the aforementioned LYNX Contract as soon as possible. With the commencement date of the Contract fast approaching, there is an urgent need for this service for the elderly and disabled citizens of the tri-County area. Transportation America, Inc. has submitted the appropriate Certification Application, and is prepared to meet all of the requisite necessary to perform these services. This will represent approximately 1020 trips per week.

We thank you for your assistance in this matter. If you have any questions or require anything further, please do not hesitate to advise.

Sincerely,



Bob Beers
Operations Manager

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Men

I. CONSENT AGENDA
HEALTH SERVICES DEPARTMENT
2

September 1, 2011

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

**THRU:** George A. Ralls, M.D., Director
Health Services Department

**FROM:** Thomas P. Breaud, Manager
Mosquito Control
254-9120

**SUBJECT:** Contractual Services Agreement between
The Department of Agriculture and Consumer Services,
State of Florida, the Department, and Orange County
Consent Agenda – September 20, 2011

We have received the annual Mosquito Control Agreement that we have had with the state for the past 17 years. Under this agreement, an amount not to exceed $18,500 will be provided to Orange County to be used exclusively for an integrated program that provides mosquito control, surveillance, source reduction measures, public education, and equipment.

Based on prior experience, additional funds may become available from the state for this purpose which may result in amendments to this agreement. Therefore, in addition to approval of the agreement, we are requesting approval for the County Mayor, or her designee, to sign future amendments to this agreement in order to receive additional funds.

This agreement will be used for mosquito control operations from October 1, 2011 through September 30, 2012.

**ACTION REQUESTED:** Approval of Contractual Services Agreement #017243 between the State of Florida, Department of Agriculture and Consumer Services, and Orange County for an amount not to exceed $18,500 for an integrated mosquito control program, and approval for the County Mayor, or her designee, to sign future amendments to this Agreement. No county match is required. **(Mosquito Control)**

TPB:lw
Attachments

c: Linda Weinberg, Deputy County Administrator

DIVISION OF AGRICULTURAL
ENVIRONMENTAL SERVICES
BUREAU OF ENTOMOLOGY AND PEST CONTROL
(850) 617-7997
(850) 617-7967 FAX



MAGNOLIA CENTER, SUITE 300
1203 GOVERNOR'S SQUARE BOULEVARD
TALLAHASSEE, FLORIDA 32301

# FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER ADAM H. PUTNAM

August 2, 2011

Dr. Thomas Breaud, Director
Orange County Arthropod Control
2715 Conroy Boulevard
Orlando Florida 32839-2715

Dear Dr. Breaud:

Two originals of the Mosquito Control Contractual Agreement are enclosed for the Board's review and approval. The Chair should execute both where indicated and return one original to this office at 1203 Governors Square Blvd. Ste 300, Tallahassee, Florida, 32301, not later than October 1, 2011 pursuant to Chapter 388.271(1) and FAC 5E-13.022(1). The other original is provided for your files. Please be advised that Agreements executed by anyone other than the Chair must be accompanied by written authorization for the signatory.

If you have any questions, please contact me at 850-617-7995.

Sincerely,

**ADAM H. PUTNAM**
**COMMISSIONER OF AGRICULTURE**

Angela Weeks-Samanie

Angela Weeks-Samanie. CPM, ES III
Bureau of Entomology and Pest Control

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

017243

# CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this _____day of _____20___ by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department, and **Orange County** , acting for and on behalf of the **Orange County Arthropod Control** , the Contractor.

**CONTRACT PERIOD: October 1, 2011 through September 30, 2012**

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The CONTRACTOR agrees to comply with the following statutory language of Chapter 388, F.S. and Administrative Code 5E-13.

An operational work plan on **DACS form 13666** entitled "**Operational Work Plan Narrative**", a signed acknowledgment of notification of being subject to **Section 215.97, F.S.** and a detailed work plan on **DACS form 13623** entitled "**Detailed Work Plan Budget**" providing for the control of mosquitoes are to be filed with the Department **not later than July 15, 2011**.

Following approval of the work plan and detailed work plan budget by the Department, **two notarized(certified)** copies of the county's or district's certified budget on form **DACS form13617**, entitled "**Annual Certified Budget for Mosquito Control**" shall be submitted to the Department **not later than September 15, 2011**. If any changes are made (i.e. local cash carry forward, etc.) to the **Annual Certified Budget for Mosquito Control** after October 1st, a budget amendment on **DACS form 13613** entitled "**Arthropod Control Budget Amendment**" must be submitted to the Department **not later than October 30, 2011. NO EXCEPTIONS WILL BE MADE.**

Budget amendments on **DACS form 13613**, entitled "**Arthropod Control Budget Amendment**," and hereby incorporated by reference shall be prepared and submitted to the Department ***prior*** to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by accompanying requests for approval of changes to be made in the detailed budget. Department approval of the amendment(s) must be received ***before*** such expenditures are made.

**Not later than thirty(30) days after the end of each month** (i.e. October reports are due by December 1st), each district or county shall submit a monthly financial report to the Department on **DACS Form 13663**, entitled "**Mosquito Control Monthly Report**" for **Local Funds** and **DACS Form 13650** entitled "**Mosquito Control Monthly Report**" for **State Funds**, hereby incorporated by reference. A district or county shall submit **two(2)** copies of its September financial report to the Department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by program director or person responsible for administration of the program and funds. Any county or district *withdrawing* from participation in state matching funds under Chapter 388, F.S., shall continue to submit financial reports as required in 5E-13.027(3) until funds received under this program are exhausted.

A district or county shall submit monthly chemical reports of accomplishments and an inventory of chemicals, on prescribed forms **DACS Form 13664** entitled **"Mosquito Control Chemical Inventory Report"** and **DACS Form 13652** entitled **"Mosquito Control Monthly Activity Report"** for pesticide activity, hereby incorporated by reference, to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st). If there is **no** activity in any given month, the county shall continue to submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st) stating **"NO ACTIVITY"**.

**State funds received shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds.** Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 659.24 F.S.

All purchases of supplies, materials and equipment by counties or districts shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to counties and districts here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and the county or district. The plan and budget may be amended at any time upon ***prior approval*** of the Department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the Department.

State funds shall be payable quarterly, in accordance with the rules of the Department, upon requisition by the Department to the Chief Financial Officer. The Department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of the county or district's fiscal year, and re-budgeted for such control measures the following fiscal year. **No State funds can be placed in a reserve account.**

All equipment purchased under this chapter with state funds made available directly to the county or district shall become the property of the county or district unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by the district shall be maintained in accordance with s. 274.02 on the operational work plan on **DACS form 13666** entitled **"Operational Work Plan Narrative"**.

Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions: Serviceable equipment no longer needed by a county or district shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the

equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in s. 274.05.

The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by the county or district shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.

All counties and districts carrying out programs for the control of mosquitoes involving the expenditure of state funds shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same.

State funds, supplies, and services shall be made available to such county or district by and through the Department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the Department shall make an adjustment in amounts of money payable to the district or counties in the last three(3) quarters of the current fiscal year. Districts or counties shall be notified of the amount of payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying a county or district and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General. **Two(2) notarized(certified)** copies of the **Notification of Section 215.97, F.S. Memo** shall be returned to the Department **not later than July 15, 2011.** This Agreement shall be executed and returned to the Department **not later than October 1, 2011.**

**Failure to comply with chapter 388, F.S., Administrative Code 5E-13 and this Agreement can result in loss or termination of funds and/or state approval certification.**

*Intellectual property* is subject to the following additional provisions:

A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.

B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

D. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

The six digit Department of Management Services' class/group code commodity catalog control number is: 916-330

The Department will pay the Contractor in arrears as follows:

An amount not to exceed $18,500 payable in equal quarterly installments upon receipt of required reports submitted to the Department within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the Department in detail sufficient for a proper pre audit and post audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party by giving not less than 30 days prior written notice of the cancellation.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.

B. Disallow all or part of the cost of the services not in compliance.

C. Wholly or partly suspend or terminate this contract.

The Department shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT. Renewal costs may not be charged by the CONTRACTOR.

It is mutually understood and agreed that this contract is:

A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.

B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through L are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a CONTRACTOR subject to the Florida Single Audit Act.

A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to

requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.

C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

E. If the Recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

F. Each state awarding agency shall:

(1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.

(2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this

agreement for a period of three years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services or its designee, access to such records upon request.

(3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

(4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Auditor General's Office at the following address:
State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

(c) The Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control, Mosquito Control Program
1203 Governors Square Blvd, Suite 300
Magnolia Center I
Tallahassee, Florida 32301

G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor. General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).

J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.

K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

L. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:

a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and

b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

A. In the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.

B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

C. If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

(a) The Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

(c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:

The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.

G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

l. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:

a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and

b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the Department is **Angela Weeks-Samanie** and is located at **Bureau of Entomology and Pest Control, Mosquito Control Program,1203 Governors Square Blvd, Suite 300, Magnolia Center I, Tallahassee, Florida 32303**.

The Contract Manager for the Contractor is Orange County for Orange County Arthropod Control and is located at 2715 Conroy Boulevard, Orlando, Florida 32839-2715 acting for and on behalf of the Orange County .

Signed by parties to this agreement:

| **Department OF AGRICULTURE AND CONSUMER SERVICES** | **CONTRACTOR:** Orange County |
|---|---|
| Signature | Signature |
| Title | Title |
| Date | Date |

# EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

*Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - $ (amount)*

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

*Federal Program:*
*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.*

*Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - $ (amount)*

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

**Awarding Agency: FL Department of Agriculture and Consumer Services**

**Title: MOSQUITO CONTROL (Arthropod Control / Mosquito Control State Aid)**

**Project Amount: Not to exceed $18,500**

**CSFA#: 42003**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

*NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*

CHARLES H. BRONSON

**STATE OF FLORIDA**
Department of Agriculture and Consumer Services
Division of Agricultural Environmental Service
(850) 922-7011/SunCom 292-7011. Fax (850) 413-7044

Bureau of Entomology and Pest Control
1203 Governors Square Boulevard
Suite 300
Tallahassee, Florida 32301
850-922-7011

# ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Chapter 388.341, F.S.

Orange County Mosquito Control District FISCAL YEAR OCTOBER 1, 2010 - SEPTEMBER 30, 2011

## RECEIPTS

| Acct # | Description | TOTAL | LOCAL | STATE |
|---|---|---|---|---|
| 311 | Ad Valorem (Current/Delinquent) | $ 1,306,118.00 | $ 1,306,118.00 | $ - |
| 334.1 | State Grant | $ 35,000.00 | $ - | $ 35,000.00 |
| 362 | Equipment Rentals | $ - | $ - | $ - |
| 337 | Grants and Donations | $ - | $ - | $ - |
| 361 | Interest Earnings | $ - | $ - | $ - |
| 364 | Equipment and/or Other Sales | $ - | $ - | $ - |
| 369 | Misc/Refunds (prior yr expenditures) | $ - | $ - | $ - |
| 380 | Other Sources | $ - | $ - | $ - |
| 389 | Loans | $ - | $ - | $ - |
| TOTAL RECEIPTS | | $ 1,341,118.00 | $ 1,306,118.00 | $ 35,000.00 |
| Beginning Fund Balance | | $ 475,000.00 | $ 400,000.00 | $ 75,000.00 |
| Total Budgetary Receipts & Balances | | $ 1,816,118.00 | $ 1,706,118.00 | $ 110,000.00 |

## EXPENDITURES

| Acct # | Uniform Accounting System Transaction | TOTAL | LOCAL | STATE |
|---|---|---|---|---|
| 10 | Personal Services | $ 855,880.00 | $ 855,880.00 | $ - |
| 20 | Per Serv Benefits | $ 377,423.00 | $ 377,423.00 | $ - |
| 30 | Operating Expense | $ 102,600.00 | $ 87,600.00 | $ 15,000.00 |
| 40 | Travel & Per Diem | $ 14,545.00 | $ 7,045.00 | $ 7,500.00 |
| 41 | Communication Serv | $ - | $ - | $ - |
| 42 | Freight Services | $ 1,000.00 | $ 1,000.00 | $ - |
| 43 | Utility Service | $ 200.00 | $ - | $ 200.00 |
| 44 | Rentals & Leases | $ - | $ - | $ - |
| 45 | Insurance | $ 21,499.00 | $ 21,499.00 | $ - |
| 46 | Repairs & Maint | $ 90,369.00 | $ 86,969.00 | $ 3,400.00 |
| 47 | Printing and Binding | $ 500.00 | $ 500.00 | $ - |
| 48 | Promotional Activities | $ 3,500.00 | $ - | $ 3,500.00 |
| 49 | Other Charges | $ 200.00 | $ 200.00 | $ - |
| 51 | Office Supplies | $ 32,924.00 | $ 18,699.00 | $ 14,225.00 |
| 52.1 | Gasoline/Oil/Lube | $ 50.00 | $ 50.00 | $ - |
| 52.2 | Chemicals | $ 279,495.00 | $ 233,653.00 | $ 45,842.00 |
| 52.3 | Protective Clothing | $ 9,700.00 | $ 8,700.00 | $ 1,000.00 |
| 52.4 | Misc. Supplies | $ 2,500.00 | $ 2,500.00 | $ - |
| 52.5 | Tools & Implements | $ 1,100.00 | $ 100.00 | $ 1,000.00 |
| 54 | Publications & Dues | $ - | $ - | $ - |
| 55 | Training | $ 6,800.00 | $ 1,800.00 | $ 5,000.00 |
| 60 | Capital Outlay | $ 15,833.00 | $ 2,500.00 | $ 13,333.00 |
| 71 | Principal | $ - | $ - | $ - |
| 72 | Interest | $ - | $ - | $ - |
| 81 | Aids to Government Agencies | $ - | $ - | $ - |
| 83 | Other Grants and Aids | $ - | $ - | $ - |
| 89 | Contingency (Current Year) | $ - | $ - | $ - |
| 99 | Payment of Prior Year Accounts | $ - | $ - | $ - |
| | TOTAL BUDGET AND CHANGES | $ 1,816,118.00 | $ 1,706,118.00 | $ 110,000.00 |
| 0.001 | Reserves - Future Capital Outlay | $ - | $ - | |
| 0.002 | Reserves - Self-Insurance | $ - | $ - | |
| 0.003 | Reserves - Cash Balance to be Carried Forward | $ - | $ - | |
| 0.004 | Reserves - Sick and Annual Leave Trans Out | $ - | $ - | |
| | TOTAL RESERVES ENDING BALANCE | $ - | $ - | |
| TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES | | $ 1,816,118.00 | $ 1,706,118.00 | $ 110,000.00 |
| | ENDING FUND BALANCE | $ - | $ - | $ - |

I certify that the budget shown was adopted on this 10th Day of SEPTEMBER 2010

SIGNED: _____ DATE Sept 10, 2010.
Chairman of the Board, or Clerk of Circuit Court

SIGNED: _____ DATE 9/16/2010.
Bureau of Entomology and Pest Control

County of Orange

I, Janet D. Trauger, a Notary Public, certify the signature of the contractor on the foregoing and the document is a true, correct, complete and unaltered copy of the Annual Certified Budget.

Janet D. Trauger
Notary Public
My Commission Expires: _____

JANET D. TRAUGER
MY COMMISSION # DD 644830
EXPIRES: June 27, 2011
Bonded Thru Notary Public Underwriters

DACS Form 13617, Rev 9/03

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memorandum**

August 22, 2011

TO: Mayor Theresa Jacobs
and the Board of County Commissioners

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

**CONTACT PERSON:** **Robin L. Hammel, P.E., Manager**
**Public Works Engineering Division**
**PHONE NUMBER:** **(407) 836-7908**

SUBJ: **Mitigation Credit Purchase Agreement by and between the Greeneway Park DRI, LLC and Orange County**

The Boggy Creek Bridge project replaces the structurally and functionally deficient existing bridge on Boggy Creek Road. The project will not only replace the bridge but will add guardrails and provide stormwater treatment. The project impacts Class I wetland areas which require mitigation in the amount of 0.35 fresh water forested federal mitigation credits.

The Orange County Comprehensive Plan Conservation Element, Section 1.4.6 states "Off-Site Mitigation for wetland impacts will be considered only when the mitigation site is located within Orange County. This applies to all Class I wetland areas, wetland and upland preservation, enhancement and creation of wetlands. For Class II and III wetlands impacts mitigation shall be allowed out of the County unless the impacts will result in secondary and cumulative impacts. *All impacts associated with Orange County Capital Improvement Projects must be mitigated for within Orange County.* The Board of County Commissioners may approve out of County mitigation area on a case by case basis; this includes mitigation banks, which benefit the County resources."

The County is proposing to purchase mitigation credits from the Greeneway Park Mitigation Area, which is located in Orange County and, therefore, meets the Comprehensive Plan.

The Public Works Engineering Division, the County Attorney's Office and the Risk Management Division have reviewed these agreements and find their terms acceptable.

**Action Requested:** **Approval of Mitigation Purchase Agreement by and between Greeneway Park DRI, LLC and Orange County. District 4.**

JC/re

Attachments

## MITIGATION PURCHASE AGREEMENT

**THIS MITIGATION PURCHASE AGREEMENT** (hereinafter "**Agreement**") by and between **GREENEWAY PARK DRI, LLC,** a Florida limited liability company (hereinafter "**Seller**"), whose mailing address is 9801 Lake Nona Road, Orlando, Florida 32827, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, (hereinafter "**Buyer**"), whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter collectively the "**Parties**").

## WITNESSETH:

**WHEREAS**, Seller is the owner of certain property located in Orange County, Florida as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference which property is subject to that certain Corrective Deed of Conservation Easement recorded at Official Records Book 7163, Page 1099, and re-recorded at Official Records Book 7576, Page 711, both in the Public Records of Orange County, Florida (such property hereinafter referred to as the "**Conservation Lands**"); and

**WHEREAS,** pursuant to South Florida Water Management District (hereinafter "**SFWMD**") Permit No. 48-01288-P (hereinafter "**Seller's Permit**"), mitigation value for preservation of the Conservation Lands may be transferred by Seller to third parties to offset certain in-basin wetland impacts; and

**WHEREAS,** as part of the environmental permitting process with the SFWMD, Buyer's environmental resource permit from SFWMD (Permit No. 48-02029-P, Application No. 080829-11) issued on June 7, 2010 (hereinafter "**Buyer's Permit**"), is conditioned upon the purchase of compensatory mitigation to offset wetland impacts associated with the construction of Phase I of the Boggy Creek Road Bridge (construction of two lanes of the bridge including approaches in each direction approximately 850 feet each, for a total of 1700 feet) (hereinafter "**Project**"); and

**WHEREAS**, Buyer's Permit is specifically conditioned upon the preservation of approximately 14.58 acres of the Conservation Lands (the equivalent of 0.35 credits of in-basin wetland mitigation), as more particularly depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference (hereinafter "**Mitigation Property**"); and

**WHEREAS,** to effectuate the transfer of the mitigation value associated with the preservation of the Mitigation Property (hereinafter "**Mitigation**") from Seller to Buyer, Seller has applied for and received a Letter Modification to Seller's Permit issued by SFWMD on June 9, 2010 (hereinafter "**Letter Modification**"); and

**WHEREAS**, the Letter Modification recognizes Buyer's use of the Mitigation for mitigation to offset wetland impacts associated with the Project, and approves Seller's updated mitigation tracking ledger (hereinafter "**Mitigation Ledger**") reflecting the use of the Mitigation as mitigation associated with Buyer's

Permit.

**WHEREAS**, Seller's Permit requires that Seller serve as a co-applicant on Buyer's Permit in order to transfer the Mitigation to Buyer; and

**WHEREAS,** Seller agrees to sell and Buyer agrees to purchase the Mitigation on the terms and conditions below to be used to offset wetland impacts associated with the proposed development of the Project; and

**WHEREAS**, the Parties are desirous of entering into this Agreement providing the terms and conditions pursuant to which Seller will transfer the Mitigation to Buyer and serve as co-applicant and co-permittee with Buyer.

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, do hereby warrant and agree as follows:

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

2. **Terms of Purchase**. Seller agrees to sell and Buyer agrees to purchase the Mitigation (the mitigation value associated with the preservation of the Mitigation Property via the existing conservation easement). The purchase price for the Mitigation is Fifty-Four Thousand Two Hundred Fifty U.S. Dollars and No Cents ($54,250.00) (hereinafter "**Purchase Price**"), payable in check, wired federal funds or cashier's check to Seller.

3. **Closing of Purchase and Term of Agreement**. The Purchase Price shall be due on or before one hundred eighty (180) days following the Effective Date (defined below) of this Agreement (hereinafter "**Closing Date**").

4. **Responsibility of Parties**. The Parties acknowledge and agree that the Mitigation may only be used in connection with development of the Project. The Parties further acknowledge and agree that the Mitigation is for preservation only and does not nor shall it include any monitoring, reporting or maintenance obligations (short or long term) in connection therewith.

4.1 **Obligations of Seller**. Seller, as the owner of the Mitigation Property, shall serve as co-applicant and co-permittee for Buyer's Permit, and covenants and agrees that it shall comply with all conditions and requirements specifically imposed upon Seller in the conditions of Buyer's Permit. Seller covenants and agrees that it shall comply with all conditions and requirements imposed upon Seller set forth in Seller's Permit and the Letter Modification. Responsibility for compliance with Seller's Permit, as modified from time to time, shall solely be the responsibility of Seller. The Seller shall not modify Seller's Permit in a manner that reduces or otherwise adversely affects the use of the Mitigation transferred to the Buyer pursuant to the terms of this Agreement. Except as necessary to acknowledge Seller's consent as the owner of the Mitigation Property and willingness to serve as co-applicant and co-permittee with Buyer to transfer the Mitigation from Seller to Buyer and as otherwise provided herein, Seller not shall have any

obligation to incur costs or fees associated with the approval, issuance, or compliance with Buyer's Permit. The provisions of this paragraph shall survive the closing hereunder.

4.2 **Obligations of Buyer**. Buyer acknowledges and agrees that the Mitigation only includes preservation by conservation easement of the Mitigation Property and Buyer shall not make any representation, acknowledgement or commitment that the Mitigation includes any monitoring, reporting, or maintenance obligations (short or long term). Buyer covenants and agrees that it shall comply with all conditions and requirements imposed upon Buyer set forth in Buyer's Permit. Responsibility for compliance with Buyer's Permit, as modified from time to time, shall solely be the responsibility of Buyer. The Buyer shall not modify Buyer's Permit in a manner that affects the use of the Mitigation transferred to the Buyer pursuant to the terms of this Agreement. The provisions of this paragraph shall survive the closing hereunder.

5. **Termination**. This Agreement shall automatically terminate without any action or notice by or from either party on the Closing Date. At any time prior to the Closing Date, this Agreement may be terminated by either party by providing fifteen (15) days prior written notice to the other party. In the event a party provides notice of termination, Buyer acknowledges Seller shall have no obligation under Buyer's Permit and Seller shall be free to use or transfer the Mitigation to another party. Within ten (10) days of providing such notice of termination, Buyer shall submit an application for modification to Buyer's Permit to remove Seller as co-applicant and co-permittee and to remove any obligations of Seller set forth in Buyer's Permit. Termination shall be effective upon receipt from Buyer of documentation satisfactory to Seller that Buyer's Permit has been modified accordingly.

6. **Assignability**. Buyer shall not assign this Agreement to any other party without the express written approval of Seller, which approval may be withheld at Sellers sole and absolute discretion. Further Buyer may not assign or transfer its right to use the Mitigation for any other project other than the Project described herein.

7. **Applicable Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for actions initiated by either party under or in connection with this Agreement shall be proper only in a State Court of competent jurisdiction located in Orange County, Florida.

8. **Notices**. All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

| | |
|---|---|
| To Seller: | Greeneway Park DRI, LLC<br>Attn: James L. Zboril, President<br>9801 Lake Nona Road<br>Orlando, Florida 32827<br>(407) 816-6598 phone<br>(407) 438-0207 fax |
| With a copy to: | Broad and Cassel |

Attn: C. David Brown, II, P.A.
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
(407) 839-4200 phone
(407) 650-0910 fax

Notices to Buyer shall be sent to: Manager
Orange County Public Works Engineering Division
4200 South John Young Parkway
Orlando, Florida 32839-9205
(407) 836-7900 phone
(407) 836-8024 fax

With a copy to: Orange County Administrator
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32802-1393
(407) 836-7370 phone
(407) 836-7399 fax

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above Parties or their attorneys. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

9. **Limitation of Remedies.** The Parties 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 Buyer's remedies.* Upon any failure by Seller to perform its obligations under this Agreement, Buyer shall be limited strictly to pursuing an action for specific performance or injunction.

(b) *Limitations on Seller's remedies.* Upon any failure by Buyer to perform its obligations under this Agreement, Seller 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 Seller; 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.

10. **Entire Agreement**. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer and an executed copy of the Agreement has been delivered to Buyer and Seller.

11. **Amendments and Waivers**. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the Parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition.

12. **No Joint Venture or Partnership or Agency Relationship**. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner, or joint venture partner with the other. Each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency relationship, partnership or joint venture partnership by the other contrary to the express provisions of this paragraph.

13. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

14. **Captions; Genders**. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

15. **Partial Invalidity**. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

16. **Interpretation**. This Agreement shall be interpreted as drafted by both Parties hereto equally, and no rule of strict construction shall be applied against any party.

17. **Calculation of Time**. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or

national legal holiday shall be extended until 5:00 p.m. on the next business day.

18. **Effective Date**. This Agreement is effective on the date on which the last of the Parties signs this Agreement (hereinafter "**Effective Date**").

19. **Further Assurances**. Each Party hereto shall each take all such additional actions and execute and deliver all such additional documents and instruments as may be required in order to fully effectuate all actions contemplated in this Agreement.

20. **Typewritten or Handwritten Provisions**. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both Parties, shall control over the printed provisions in conflict therewith.

21. **Counterparts**. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties and shall be deemed one original instrument.

22. **Time is of the Essence**. Time is of the essence under the terms of this Agreement.

23. **Agreement Not Recordable**. This Agreement, nor any notice, memorandum or notation thereof, shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

Signed, sealed and delivered in the presence of:

Witness Signature

Witness Name

Witness Signature

LYNN SANDFORD

Witness Name

**SELLER:**

**GREENEWAY PARK DRI, LLC,**
a Florida limited liability company

By: _____
James L. Zboril, its President

Executed on August 12, 2011

**BUYER:**

Accepted and Agreed to:

**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

# EXHIBIT "A"

# CONSERVATION LANDS

## DESCRIPTION:

A portion of Lots 1, 2, 11, 14 and 20 and Unnamed Roads and all of 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, and 19 Unnamed Roads per the plat of Orlando – Kissimmee Farms as recorded in Plat Book O, Page 77 of the Public Records of Orange County, Florida and lying in Section 28, Township 24 South, Range 30 East of Orange County, Florida and a portion of Lots 4, 5, 6, 10, 11, 15, 22, 27, 28, 36, 45 and 46 and Unnamed Roads and all of Lots 12, 13, 14, 23, 24, 25, 26, 37, 38, 39, 40, 41, 42, 43 and 44 and lying in Section 21, Township 24 South, Range 30 East of Orange County, Florida and all of the Southeast 1/4 and the Southwest 1/4 of Section 20, Township 24 South, Range 30 East and a portion of the Northeast 1/4, of Section 20, Township 24 South, Range 30 East and a portion of the Northeast 1/4, and the Northwest 1/4 of Section 29, Township 24 South, Range 30 East, all being in Orange County, Florida being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 28; thence North 01°41'07" East a distance of 2761.84 feet along the East line of said Southeast 1/4 to the Southeast corner of the Northeast 1/4 of said Section 28; thence North 01°41'55" East a distance of 1342.60 feet along the East line of said Northeast 1/4; thence departing said East line run North 88°18'05" West a distance of 583.20 feet to the POINT OF BEGINNING; said point being on the North line of a 135 foot Electrial Transmission Easement as recorded in Official Records Book 1838, Page 953 of the Public Records of Orange County, Florida; thence South 89°50'31" West a distance of 3945.44 feet along said North line; thence departing said North line run North 51°39'39" West a distance of 7.76 feet; thence North 41°31'24" West a distance of 37.30 feet; thence North 54°32'37" West a distance of 33.84 feet; thence North 69°59'43" West a distance of 45.60 feet; thence North 70°05'31" West a distance of 49.99 feet; thence North 66°20'04" West a distance of 42.23 feet; thence North 62°58'08" West a distance of 55.80 feet; thence North 63°42'46" West a distance of 47.74 feet; thence North 76°17'22" West a distance of 48.43 feet; thence North 73°20'30" West a distance of 44.75 feet; thence North 76°53'47" West a distance of 82.41 feet; thence North 74°59'45" West a distance of 38.67 feet; thence North 84°05'12" West a distance of 29.25 feet; thence North 89°31'29" West a distance of 16.64 feet; thence South 67°17'06" West a distance of 21.12 feet; thence South 67°51'49" West a distance of 18.02 feet; thence North 71°05'48" West a distance of 8.77 feet; thence North 50°52'34" West a distance of 26.63 feet; thence North 43°29'41" West a distance of 53.92 feet; thence North 36°50'23" West a distance of 36.59 feet; thence North 54°24'05" West a distance of 45.77 feet; thence North 60°10'37" West a distance of 25.45 feet; thence North 71°05'48" West a distance of 28.31 feet; thence North 66°32'39" West a distance of 49.70 feet; thence North 71°05'48" West a distance of 26.31 feet; thence North 46°49'37" West a distance of 24.52 feet; thence North 19°30'55" West a distance of 18.22 feet; thence North 13°33'59" West a distance of 28.57 feet; thence North 12°03'31" West a distance of 25.56 feet; thence North 19°30'55" West a distance of 18.22 feet; thence North 42°14'44" West a distance of 24.52 feet; thence North 48°37'18" West a distance of 27.52 feet; thence North 66°20'04" West a distance of 31.68 feet; thence North 69°43'59" West a distance of 36.84 feet; thence North 63°58'26" West a distance of 35.35 feet; thence North 71°05'48" West a distance of 39.46 feet; thence North 72°25'43" West a distance of 56.57 feet; thence North 67°43'53" West a distance of 29.86 feet; thence North 80°21'58" West a distance of 43.54 feet; thence North 79°31'14" West a distance of 23.93 feet; thence North 70°05'31" West a distance of 24.99 feet; thence North 61°38'13" West a distance of 26.67 feet; thence North 54°32'37" West a distance of 16.92 feet; thence North 58°06'19" West a distance of 29.24 feet; thence North 52°39'58" West a distance of 27.73 feet; thence North 58°34'16" West a distance of 16.17 feet; thence North 76°08'15" West a distance of 29.93 feet; thence North 86°04'37" West a distance of 45.71 feet; thence South 88°47'29" West a distance of 47.16 feet; thence South 83°53'45" West a distance of 36.29 feet; thence South 82°37'30" West a distance of 40.59 feet; thence South 84°08'15" West a distance of 37.67 feet; thence South 69°13'57" West a distance of 26.78 feet; thence South 69°55'36" West a distance of 35.54 feet; thence South

PREPARED FOR:
The Ginn Company

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:
THIS IS NOT A SURVEY.

SHEET 1 OF 11
SEE SHEETS 4-11 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST OF ORANGE COUNTY FLORIDA AS BEINGING NORTH 01°41'07" EAST. ASSUMED.

## SKETCH OF DESCRIPTION
OF
CONSERVATION AREA CE PARCEL 1
LAWSON PROPERTY
ORANGE COUNTY, FLORIDA SECTIONS 20,21,28&29-24-30

| | |
|---|---|
| DATE: 5/14/2003 | REVISED: |
| SCALE: 1"=300' | |
| APPROVED BY: BAM | |
| JOB NO. ASM39823 | |
| DRAWN BY: SMP | CE PARCEL 1.DWG |

AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5-21-03
BRETT A. MOSCOVITZ PSM #5011

\LAWSON PROPERTY (ginn arson 39823)\WETLAND\SHOWCE PARCEL 1.dwg, 5/21/2003 4:14:48 PM

## DESCRIPTION CONTINUED:

66°15'22" West a distance of 30.41 feet; thence South 63°55'10" West a distance of 21.70 feet; thence South 68°40'54" West a distance of 22.40 feet; thence North 84°05'12" West a distance of 29.25 feet; thence South 78°23'07" West a distance of 19.85 feet; thence South 59°31'18" West a distance of 32.33 feet; thence South 57°27'43" West a distance of 33.07 feet; thence South 67°17'06" West a distance of 52.79 feet; thence South 68°16'47" West a distance of 73.37 feet; thence South 74°13'17" West a distance of 34.66 feet; thence South 86°04'42"West a distance of 18.08 feet; thence North 84°19'57" West a distance of 30.63 feet; thence North 86°30'47" West a distance of 26.38 feet; thence North 89°31'29" West a distance of 20.80 feet; thence South 77°29'09" West a distance of 18.50 feet; thence South 60°01'11" West a distance of 27.34 feet; thence South 61°00'33" West a distance of 36.63 feet; thence South 64°42'54" West a distance of 44.64 feet; thence South 59°57'20" West a distance of 62.77 feet; thence South 61°59'21" West a distance of 55.21 feet; thence South 61°19'03" West a distance of 68.27 feet; thence South 63°55'10" West a distance of 58.90 feet; thence South 68°40'54" West a distance of 44.80 feet; thence South 77°18'28" West a distance of 66.92 feet; thence South 78°05'57" West a distance of 58.20 feet; thence South 78°47'26" West a distance of 41.06 feet; thence South 71°02'33" West a distance of 24.99 feet; thence South 71°27'24" West a distance of 42.53 feet; thence South 73°58'38" West a distance of 39.04 feet; thence South 72°57'23" West a distance of 27.62 feet; thence South 69°55'37" West a distance of 47.38 feet; thence South 69°06'45" West a distance of 34.24 feet; thence South 69°37'43" West a distance of 31.16 feet; thence South 60°13'44" West a distance of 19.26 feet; thence South 58°32'41" West a distance of 21.16 feet; thence South 58°28'49" West a distance of 26.16 feet; thence South 59°03'21" West a distance of 29.24 feet; thence South 46°57'20" West a distance of 38.24 feet; thence South 39°03'06" West a distance of 53.33 feet; thence South 27°02'58" West a distance of 23.22 feet; thence South 20°11'26" West a distance of 29.56 feet; thence South 25°41'07" West a distance of 4.03 feet; thence South 89°50'31" West a distance of 484.90 feet; thence North 01°35'22" West a distance of 15.19 feet; thence North 05°20'30" East a distance of 13.78 feet; thence North 06°31'44" West a distance of 16.77 feet; thence North 27°58'38" West a distance of 7.97 feet; thence North 54°56'35" West a distance of 10.29 feet; thence North 59°48'30" West a distance of 41.97 feet; thence North 65°58'51" West a distance of 64.85 feet; thence North 68°22'17" West a distance of 50.52 feet; thence North 72°17'23" West a distance of 46.14 feet; thence North 70°05'31" West a distance of 54.79 feet; thence North 75°08'34" West a distance of 54.92 feet; thence North 74°16'32" West a distance of 69.31 feet; thence North 77°06'13" West a distance of 91.81 feet; thence North 78°38'37" West a distance of 40.24 feet; thence North 85°52'26" West a distance of 71.57 feet; thence North 87°53'20" West a distance of 53.21 feet; thence North 88°24'07" West a distance of 77.52 feet; thence North 89°31'29" West a distance of 50.15 feet; thence North 87°30'27" West a distance of 51.69 feet; thence North 87°14'06" West a distance of 38.02 feet; thence South 87°00'30" West a distance of 50.24 feet; thence South 86°31'54" West a distance of 44.18 feet; thence South 82°42'47" West a distance of 33.74 feet; thence South 88°11'08" West a distance of 38.02 feet; thence North 83°11'13" West a distance of 55.05 feet; thence North 89°31'29" West a distance of 56.23 feet; thence North 83°24'42" West a distance of 42.80 feet; thence North 88°01'04" West a distance of 57.77 feet; thence North 86°20'46" West a distance of 54.79 feet; thence North 84°57'10" West a distance of 38.11 feet; thence South 83°38'07" West a distance of 38.27 feet; thence South 87°59'12" West a distance of 34.99 feet; thence North 81°23'52" West a distance of 21.49 feet; thence North 83°30'51" West a distance of 41.58 feet; thence North 79°31'15" West a distance of 37.21 feet; thence South 84°08'15" West a distance of 48.80 feet; thence South 83°34'00" West a distance of 35.83 feet; thence South 87°32'27" West a distance of 42.09 feet; thence North 84°05'12" West a distance of 22.74 feet; thence North 71°05'48" West a distance of 34.08 feet; thence North 70°10'23" West a distance of 42.27 feet; thence North 81°06'04" West a distance of 29.42 feet; thence North 89°31'29" West a distance of 43.11 feet; thence South 79°28'34" West a distance of 39.53 feet; thence North 88°36'57" West a distance of 67.91 feet; thence South 89°19'48" West a distance of 53.90 feet; thence North 84°30'49" West a distance of 61.67 feet; thence North 78°13'09" West a distance of 32.97 feet; thence North 89°31'29" West a distance of 14.01 feet; thence South 42°59'50" West a distance of 17.54 feet; thence South 43°30'43" West a distance of 22.11 feet; thence South 60°13'44" West a distance of 29.94 feet; thence South 81°39'30" West a distance of 63.26 feet; thence South 80°36'48" West a distance of 25.16 feet; thence South 84°48'01" West a distance of 19.82 feet; thence South 30°28'06" West a distance of 24.77 feet; thence North 84°12'37" West a distance of 59.18 feet; thence South 77°19'42" West a distance of 53.73 feet; thence North 85°50'05" West a distance of 33.48 feet; thence North 86°55'23" West a distance of 23.74 feet; thence North 71°26'53" West a distance of 55.56 feet, thence South 75°42'27" West a distance of 77.48 feet; thence South 83°43'03" West a distance of 148.69 feet to a point on the West line of the Northwest 1/4 of aforesaid Section 29; thence North 00°20'44" East a distance of 1009.35 feet along said West line to the Southwest corner of the Southwest 1/4 of aforesaid Section 20; thence North 01°09'52" West a distance of 2924.48

WETLAND CE PARCEL 1
SHEET 2 OF 11
SEE SHEETS 4-11 FOR SKETCH

PREPARED FOR
The Ginn Company

| | |
|---|---|
| DATE: 5/19/2003 | REVISED: |
| SCALE: 1"=300' | |
| APPROVED BY: BAM | |
| JOB NO. ASM39823 | |
| DRAWN BY: SMP | CE PARCEL 1.DWG |

AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

'LAWSON PROPERTY' (plan sheet 39823\WETLANDS\DWG\CE PARCEL 1.dwg, 5/21/2003 4:14:36 PM)

## DESCRIPTION CONTINUED:

feet along the West line of the Southwest 1/4 of said Section 20 to the Northwest corner of said Southwest 1/4 of said Section 20; thence North 89°53'02" East a distance of 2670.25 feet along the North line of said Southwest 1/4 of said Section 20 to the Northwest corner of the Southeast 1/4 of said Section 20; thence continue along said North line North 89°53'02" East a distance of 1335.40 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 20; thence North 01°05'46" West a distance of 1328.45 feet along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 20 to the Northwest corner of said Southeast 1/4 of the Northeast 1/4 of said Section 20; thence North 89°50'03" East a distance of 1336.93 feet along the North line of said Southeast 1/4 of the Northeast 1/4 of said Section 20 to the Northeast corner of said Southeast 1/4 of the Northeast 1/4 of said Section 20; thence North 01°01'46" West a distance of 773.01 feet along the East line of the Northeast 1/4 of the Northeast 1/4 of said Section 20; thence departing said East line of the Northeast 1/4 of the Northeast 1/4 of said Section 20 run South 88°26'07" East a distance of 130.12 feet; thence North 72°13'19" East a distance of 66.17 feet; thence North 65°48'49" East a distance of 49.85 feet; thence North 44°44'16" East a distance of 54.84 feet; thence South 48°34'30" East a distance of 2270.50 feet; thence South 18°23'57" West a distance of 349.02 feet; thence South 12°33'41" West a distance of 253.67 feet; thence South 03°57'24" West a distance of 155.50 feet; thence South 01°22'17" East a distance of 254.82 feet; thence South 45°58'48" West a distance of 95.86 feet; thence South 44°01'12" East a distance of 3363.68 feet; thence South 28°41'19" East a distance of 1062.44 feet; thence South 22°10'53" East a distance of 44.41 feet; thence South 28°57'23" East a distance of 22.54 feet; thence South 88°18'05" East a distance of 34.87 feet; thence South 28°57'23" East a distance of 40.63 feet; thence South 22°20'50" East a distance of 147.68 feet; thence South 19°51'56" East a distance of 130.13 feet; thence South 04°05'29" East a distance of 27.38 feet; thence South 18°04'08" West a distance of 41.59 feet a point on aforesaid North line of said 135 foot Electriol Transmission Easement and the POINT OF BEGINNING.

CONTAINING 884.729 acres more or less.

WETLAND CE PARCEL 1
SHEET 3 OF 11
SEE SHEETS 4-11 FOR SKETCH

PREPARED FOR:
The Ginn Company

DATE: 5/19/2003
SCALE: 1"=300'
APPROVED BY: BAM
JOB NO. ASM39823
DRAWN BY: SMP

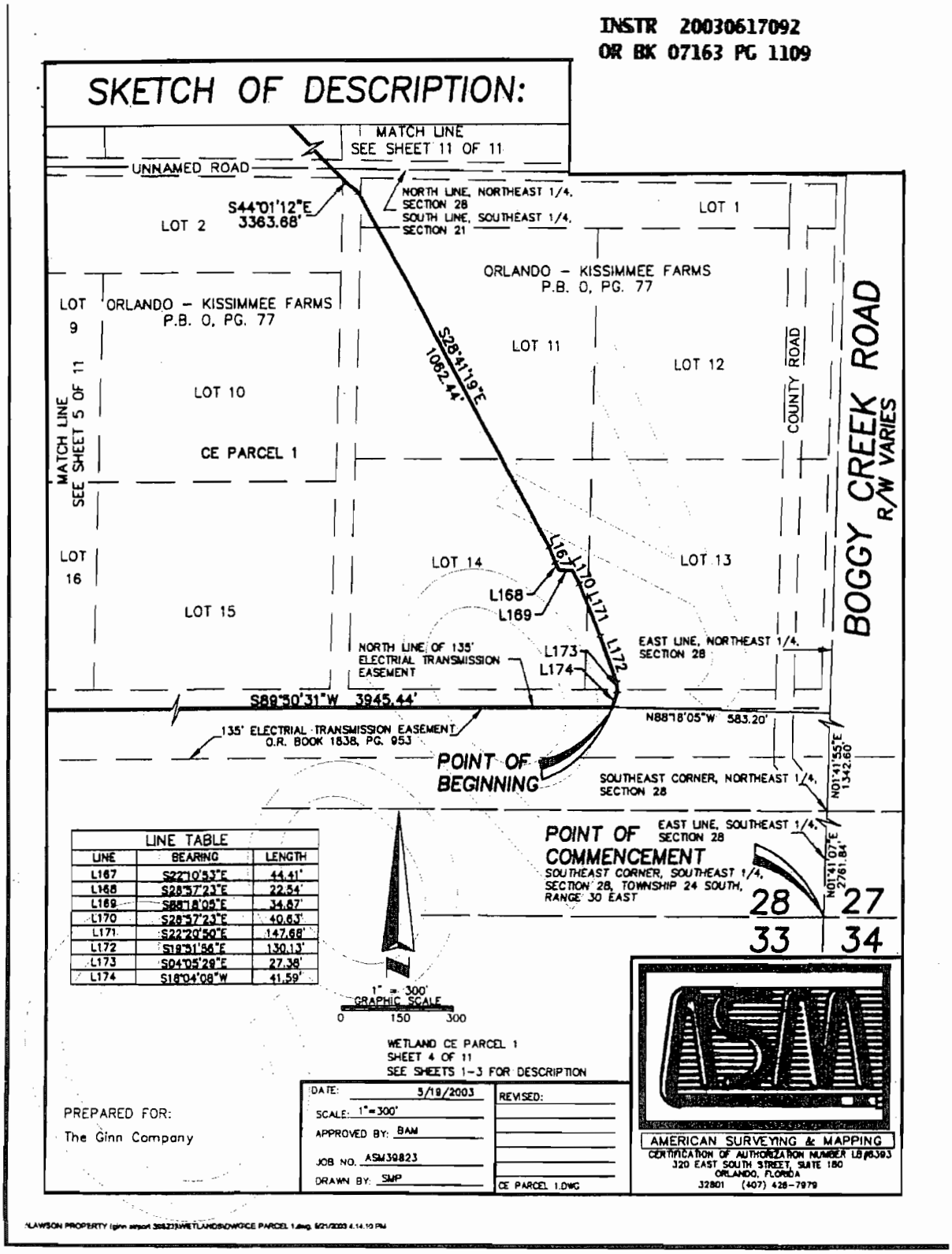
REVISED:

CE PARCEL 1.DWG

AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

K:\LAWSON PROPERTY (ginn airport 39823)\WETLANDS\ENGR\CE PARCEL 1.dwg, 5/21/2003 4:14:23 PM

INSTR 20030617092
OR BK 07163 PG 1109




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L167 | S27°10'53"E | 44.41' |
| L168 | S28°57'23"E | 22.54' |
| L169 | S88°18'05"E | 34.67' |
| L170 | S28°57'23"E | 40.63' |
| L171 | S22°20'50"E | 147.68' |
| L172 | S18°31'56"E | 130.13' |
| L173 | S04°05'29"E | 27.38' |
| L174 | S18°04'08"W | 41.59' |

*LAWSON PROPERTY (ginn airport 39823\WETLANDS\WGICE PARCEL 1.dwg, 5/21/2003 4:14:10 PM

# SKETCH OF DESCRIPTION:

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L29 | N12°03'31"W | 25.56' |
| L30 | N19°30'55"W | 16.22' |
| L31 | N42°14'44"W | 24.52' |
| L32 | N48°37'18"W | 27.52' |
| L33 | N66°20'04"W | 31.68' |
| L34 | N69°43'59"W | 36.84' |
| L35 | N63°58'26"W | 35.35' |
| L36 | N71°05'48"W | 39.46' |
| L37 | N72°25'43"W | 56.57' |
| L38 | N67°43'53"W | 29.86' |
| L39 | N80°21'58"W | 43.54' |
| L40 | N79°31'14"W | 23.93' |
| L41 | N70°05'31"W | 24.99' |
| L42 | N61°38'13"W | 28.67' |
| L43 | N54°32'37"W | 16.92' |
| L44 | N58°06'19"W | 29.24' |
| L45 | N52°39'58"W | 27.73' |
| L46 | N58°34'16"W | 16.17' |

MATCH LINE
SEE SHEET 6 OF 11

SOUTH LINE, SOUTHEAST 1/4, SECTION 20
NORTH LINE, NORTHEAST 1/4, SECTION 29

WEST LINE, NORTHWEST 1/4, SECTION 28
WEST LINE NORTHEAST 1/4, SECTION 29

CE PARCEL 1

NOT PLATTED

UNNAMED ROAD

LOT 4

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L47 | N78°08'15"W | 29.93' |
| L48 | N86°04'37"W | 45.71' |
| L49 | S88°47'28"W | 47.16' |
| L50 | S83°53'45"W | 36.29' |
| L51 | S82°37'30"W | 40.58' |
| L52 | S84°08'15"W | 37.67' |
| L53 | S88°13'57"W | 26.78' |
| L54 | S89°55'38"W | 35.54' |
| L55 | S86°15'22"W | 30.41' |
| L56 | S83°55'10"W | 21.70' |
| L57 | S88°40'54"W | 22.40' |
| L58 | N84°05'12"W | 29.25' |
| L59 | S78°23'07"W | 19.85' |
| L60 | S59°31'18"W | 32.33' |
| L61 | S57°27'43"W | 33.07' |
| L62 | S87°17'06"W | 52.79' |
| L63 | S88°16'47"W | 73.37' |
| L64 | S74°13'17"W | 34.66' |
| L65 | S86°04'42"W | 18.08' |
| L66 | N84°19'57"W | 30.63' |
| L67 | N86°30'47"W | 28.38' |
| L68 | N89°31'29"W | 20.80' |
| L69 | S77°29'08"W | 18.50' |
| L70 | S60°01'11"W | 27.34' |

LOT 5

LOT 6

MATCH LINE
SEE SHEET 5 OF 11

NOT PLATTED

ORLANDO - KISSIMMEE FARMS
P.B. O, PG. 77

LOT 20

LOT 19

UNNAMED ROAD

135' ELECTRIAL TRANSMISSION EASEMENT
O.R. BOOK 1838, PG. 953

S89°50'31"W
3945.44'

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N51°39'39"W | 7.76' |
| L2 | N41°31'24"W | 37.30' |
| L3 | N54°32'37"W | 33.84' |
| L4 | N69°58'43"W | 45.60' |
| L5 | N70°05'31"W | 49.99' |
| L6 | N66°20'04"W | 42.23' |
| L7 | N62°58'08"W | 55.80' |
| L8 | N63°42'48"W | 47.74' |
| L9 | N76°17'22"W | 48.43' |
| L10 | N73°20'30"W | 44.75' |
| L11 | N76°53'47"W | 82.41' |
| L12 | N74°59'45"W | 38.67' |
| L13 | N84°05'12"W | 29.25' |
| L14 | N89°31'29"W | 16.64' |
| L15 | S87°17'06"W | 21.12' |
| L16 | S87°51'49"W | 18.02' |
| L17 | N71°05'48"W | 8.77' |
| L18 | N50°52'34"W | 26.63' |
| L19 | N43°29'41"W | 53.92' |
| L20 | N36°50'23"W | 36.59' |
| L21 | N54°24'05"W | 45.77' |
| L22 | N60°10'37"W | 25.45' |
| L23 | N71°05'48"W | 26.31' |
| L24 | N66°32'39"W | 49.70' |
| L25 | N71°05'48"W | 26.31' |
| L26 | N48°49'37"W | 24.52' |
| L27 | N19°30'55"W | 16.22' |
| L28 | N13°33'59"W | 28.57' |

1" = 300'
GRAPHIC SCALE
0 150 300

WETLAND CE PARCEL 1
SHEET 5 OF 11
SEE SHEETS 1-3 FOR DESCRIPTION

PREPARED FOR:
The Ginn Company

DATE: 5/19/2003
SCALE: 1"=300'
APPROVED BY: BAM
JOB NO. ASM39823
DRAWN BY: SMP
CE PARCEL 1.DWG

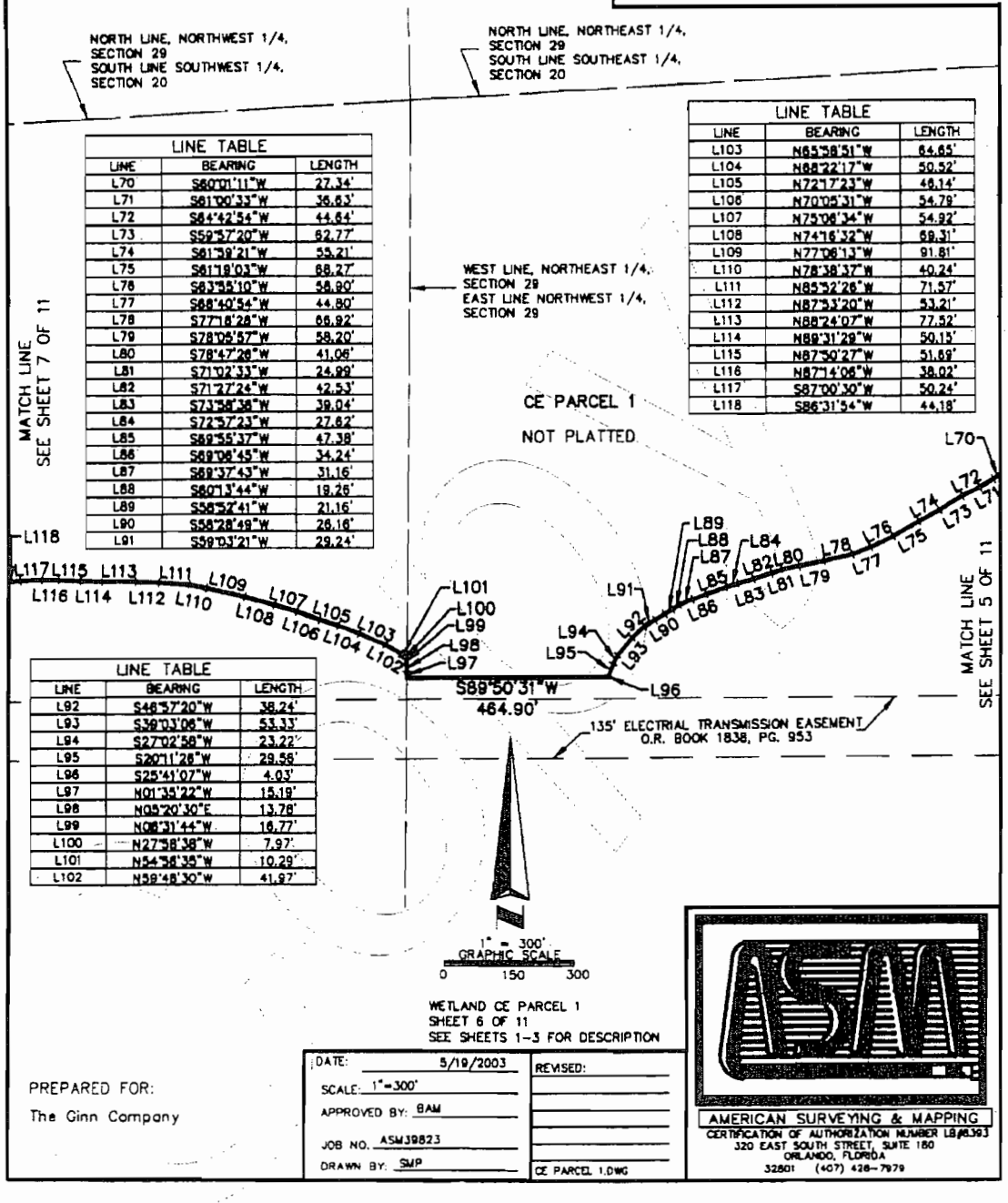
REVISED:

AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

I:\LAWSON PROPERTY (ginn airport 39823)\WETLANDS\DWGS\CE PARCEL 1.dwg, 6/21/2003 4:13:57 PM

INSTR 20030617092
OR BK 07163 PG 1111

# SKETCH OF DESCRIPTION:




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L70 | S60°01'11"W | 27.34' |
| L71 | S61°00'33"W | 36.83' |
| L72 | S64°42'54"W | 44.84' |
| L73 | S59°57'20"W | 82.77' |
| L74 | S61°39'21"W | 55.21' |
| L75 | S61°19'03"W | 68.27' |
| L76 | S63°35'10"W | 58.90' |
| L77 | S68°40'54"W | 44.80' |
| L78 | S77°18'28"W | 66.92' |
| L79 | S78°05'57"W | 58.20' |
| L80 | S78°47'26"W | 41.06' |
| L81 | S71°02'33"W | 24.89' |
| L82 | S71°27'24"W | 42.53' |
| L83 | S73°58'38"W | 39.04' |
| L84 | S72°37'23"W | 27.62' |
| L85 | S69°55'37"W | 47.38' |
| L86 | S69°08'45"W | 34.24' |
| L87 | S68°37'43"W | 31.16' |
| L88 | S68°13'44"W | 19.26' |
| L89 | S58°52'41"W | 21.16' |
| L90 | S58°28'49"W | 26.16' |
| L91 | S59°03'21"W | 29.24' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L92 | S46°57'20"W | 38.24' |
| L93 | S39°03'08"W | 53.33' |
| L94 | S27°02'58"W | 23.22' |
| L95 | S20°11'28"W | 29.56' |
| L96 | S25°41'07"W | 4.03' |
| L97 | N01°35'22"W | 15.19' |
| L98 | N05°20'30"E | 13.78' |
| L99 | N08°31'44"W | 16.77' |
| L100 | N27°58'38"W | 7.97' |
| L101 | N54°58'35"W | 10.29' |
| L102 | N59°48'30"W | 41.97' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L103 | N65°58'51"W | 64.65' |
| L104 | N68°22'17"W | 50.52' |
| L105 | N72°17'23"W | 46.14' |
| L106 | N70°05'31"W | 54.79' |
| L107 | N75°06'34"W | 54.92' |
| L108 | N74°16'32"W | 69.31' |
| L109 | N77°06'13"W | 91.81' |
| L110 | N78°38'37"W | 40.24' |
| L111 | N85°52'26"W | 71.57' |
| L112 | N87°53'20"W | 53.21' |
| L113 | N88°24'07"W | 77.52' |
| L114 | N88°31'28"W | 50.15' |
| L115 | N87°50'27"W | 51.89' |
| L116 | N87°14'06"W | 38.02' |
| L117 | S87°00'30"W | 50.24' |
| L118 | S86°31'54"W | 44.18' |

WETLAND CE PARCEL 1
SHEET 6 OF 11
SEE SHEETS 1-3 FOR DESCRIPTION

PREPARED FOR:
The Ginn Company

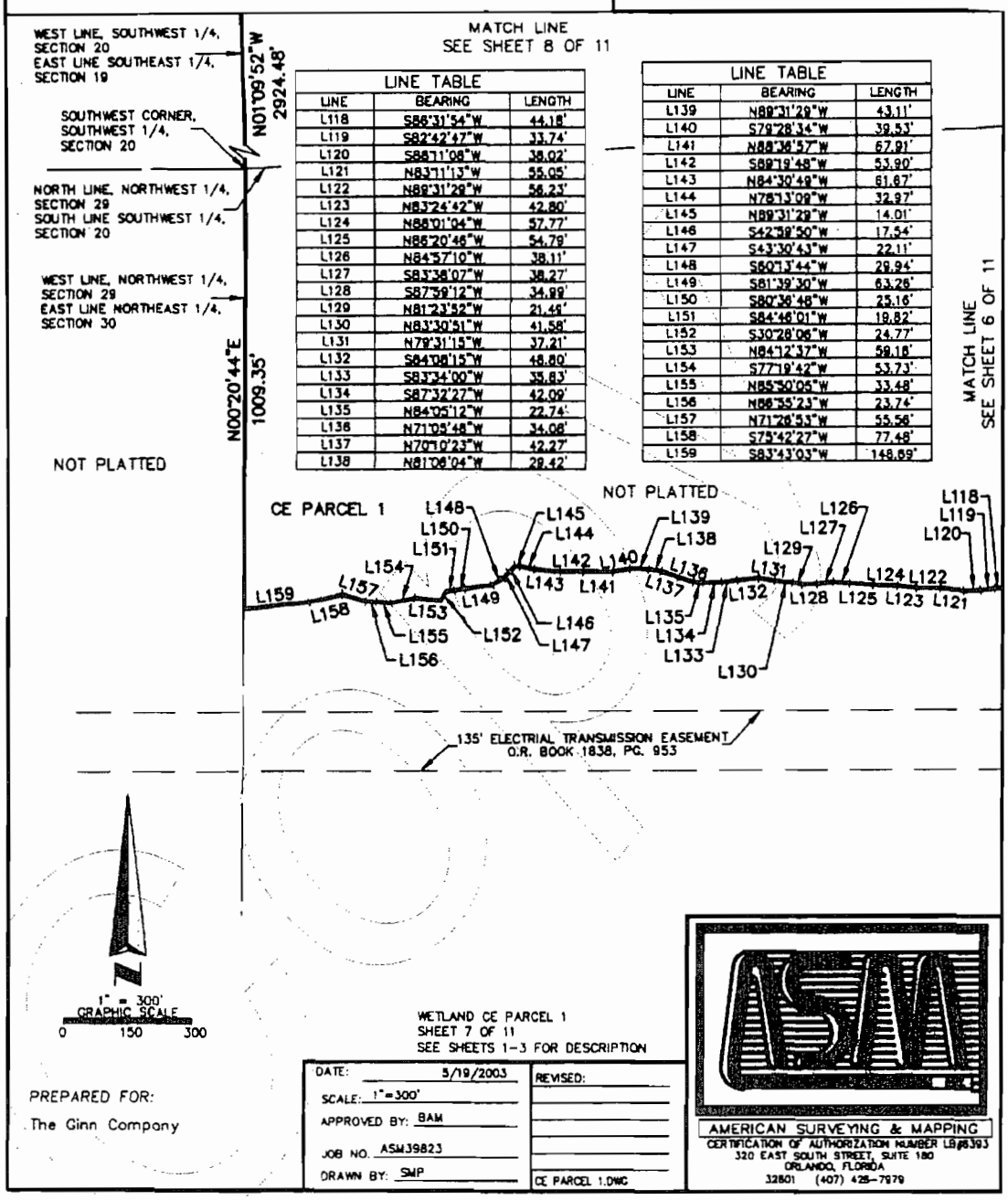
DATE: 5/19/2003
SCALE: 1"=300'
APPROVED BY: BAM
JOB NO. ASM39823
DRAWN BY: SMP
REVISED:
CE PARCEL 1.DWG

AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB #6393
320 EAST SOUTH STREET, SUITE 150
ORLANDO, FLORIDA
32801 (407) 426-7979

E:\LAWSON PROPERTY (ginn airport 39823)\WETLANDS\DWG\CE PARCEL 1.dwg, 5/21/2003 4:13:45 PM

INSTR 20030617092
OR BK 07163 PG 1112

# SKETCH OF DESCRIPTION:

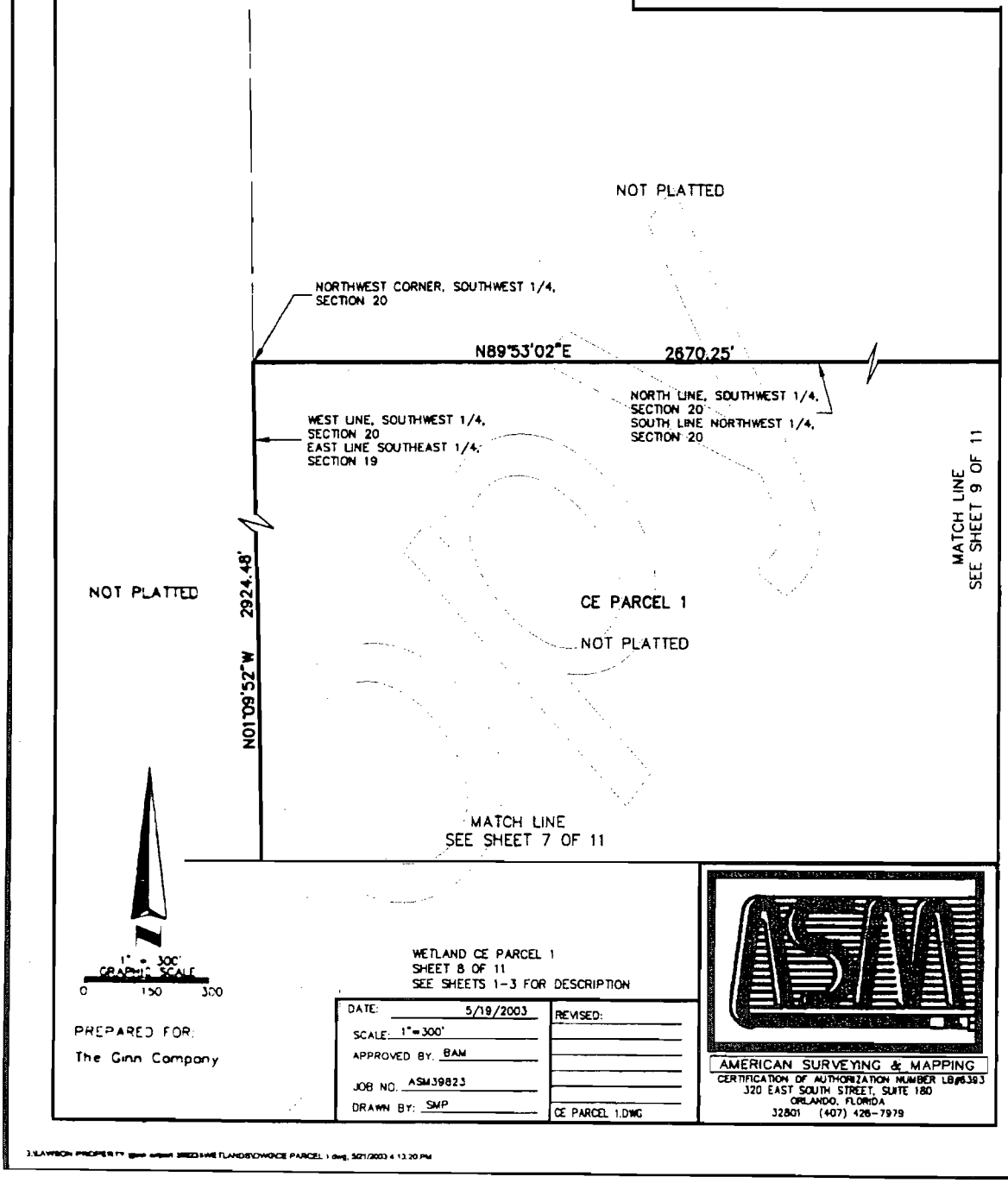



| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L118 | S86°31'54"W | 44.18' |
| L119 | S82°42'47"W | 33.74' |
| L120 | S88°11'08"W | 38.02' |
| L121 | N83°11'13"W | 55.05' |
| L122 | N89°31'29"W | 56.23' |
| L123 | N83°24'42"W | 42.80' |
| L124 | N88°01'04"W | 57.77' |
| L125 | N85°20'46"W | 54.79' |
| L126 | N84°57'10"W | 38.11' |
| L127 | S83°38'07"W | 38.27' |
| L128 | S87°59'12"W | 34.99' |
| L129 | N81°23'52"W | 21.46' |
| L130 | N83°30'51"W | 41.58' |
| L131 | N79°31'15"W | 37.21' |
| L132 | S84°08'15"W | 48.80' |
| L133 | S83°34'00"W | 35.83' |
| L134 | S87°32'27"W | 42.09' |
| L135 | N84°05'12"W | 22.74' |
| L136 | N71°05'48"W | 34.06' |
| L137 | N70°10'23"W | 42.27' |
| L138 | N81°06'04"W | 28.42' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L139 | N89°31'29"W | 43.11' |
| L140 | S79°28'34"W | 39.53' |
| L141 | N88°36'57"W | 67.91' |
| L142 | S89°19'48"W | 53.90' |
| L143 | N84°30'49"W | 61.67' |
| L144 | N78°13'09"W | 32.97' |
| L145 | N89°31'29"W | 14.01' |
| L146 | S42°59'50"W | 17.54' |
| L147 | S43°30'43"W | 22.11' |
| L148 | S60°13'44"W | 29.94' |
| L149 | S61°39'30"W | 63.26' |
| L150 | S80°36'48"W | 25.16' |
| L151 | S84°46'01"W | 19.82' |
| L152 | S30°28'06"W | 24.77' |
| L153 | N84°12'37"W | 59.18' |
| L154 | S77°19'42"W | 53.73' |
| L155 | N85°50'05"W | 33.48' |
| L156 | N66°55'23"W | 23.74' |
| L157 | N71°26'53"W | 55.56' |
| L158 | S75°42'27"W | 77.48' |
| L159 | S83°43'03"W | 148.69' |

INSTR 20030617092
OR BK 07163 PG 1113

# SKETCH OF DESCRIPTION:




PREPARED FOR:
The Ginn Company

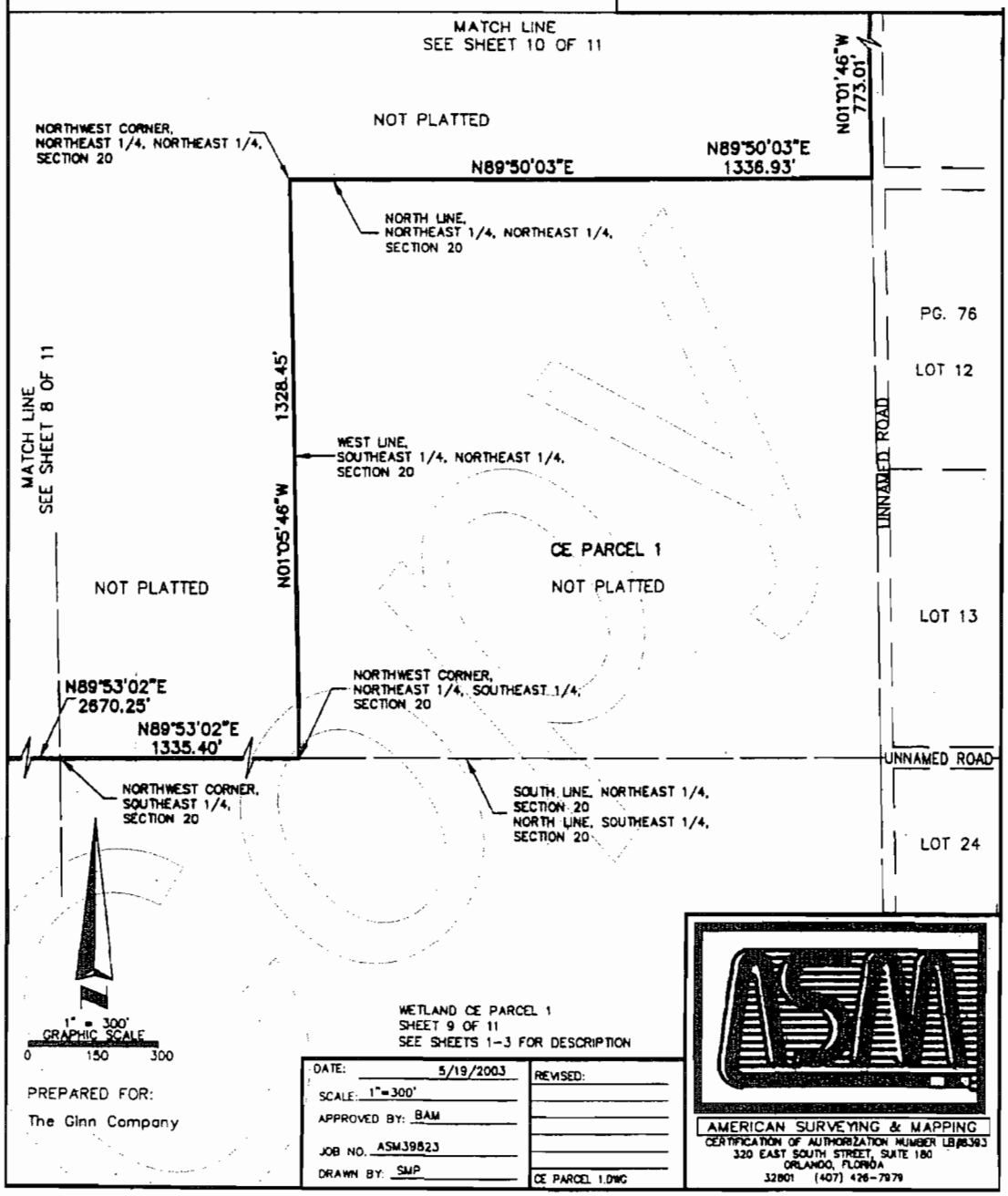
WETLAND CE PARCEL 1
SHEET 8 OF 11
SEE SHEETS 1-3 FOR DESCRIPTION

| | |
|---|---|
| DATE: 5/19/2003 | REVISED: |
| SCALE: 1"=300' | |
| APPROVED BY: BAM | |
| JOB NO. ASM39823 | |
| DRAWN BY: SMP | CE PARCEL 1.DWG |


AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

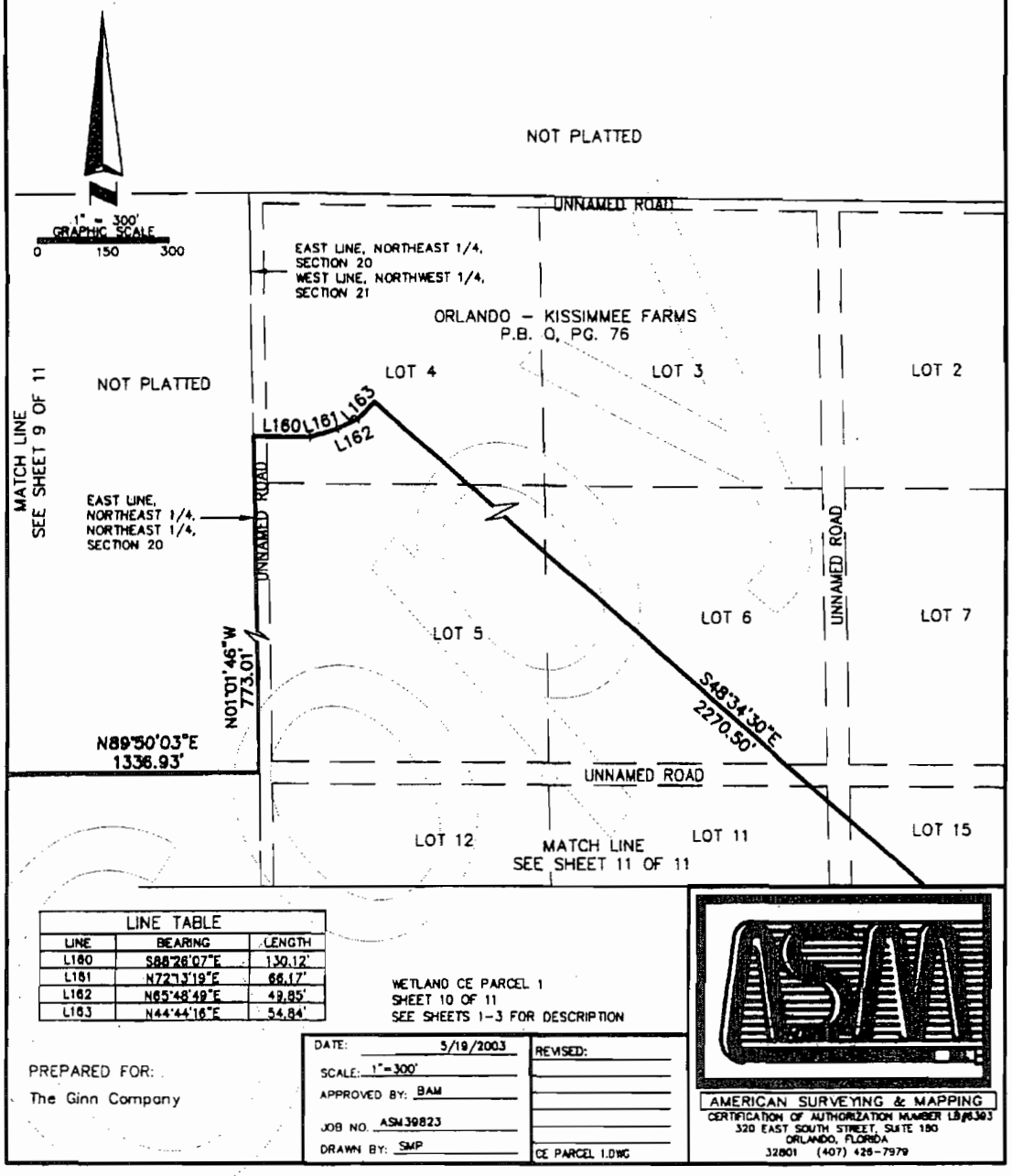
INSTR 20030617092
OR BK 07163 PG 1114

# SKETCH OF DESCRIPTION:



INSTR 20030617092
OR BK 07163 PG 1115

# SKETCH OF DESCRIPTION:




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L160 | S88°26'07"E | 130.12' |
| L161 | N72°13'19"E | 66.17' |
| L162 | N65°48'49"E | 49.85' |
| L163 | N44°44'16"E | 54.84' |

WETLAND CE PARCEL 1
SHEET 10 OF 11
SEE SHEETS 1-3 FOR DESCRIPTION

PREPARED FOR:
The Ginn Company

DATE: 5/19/2003
SCALE: 1"=300'
APPROVED BY: BAM
JOB NO. ASN39823
DRAWN BY: SMP

REVISED:

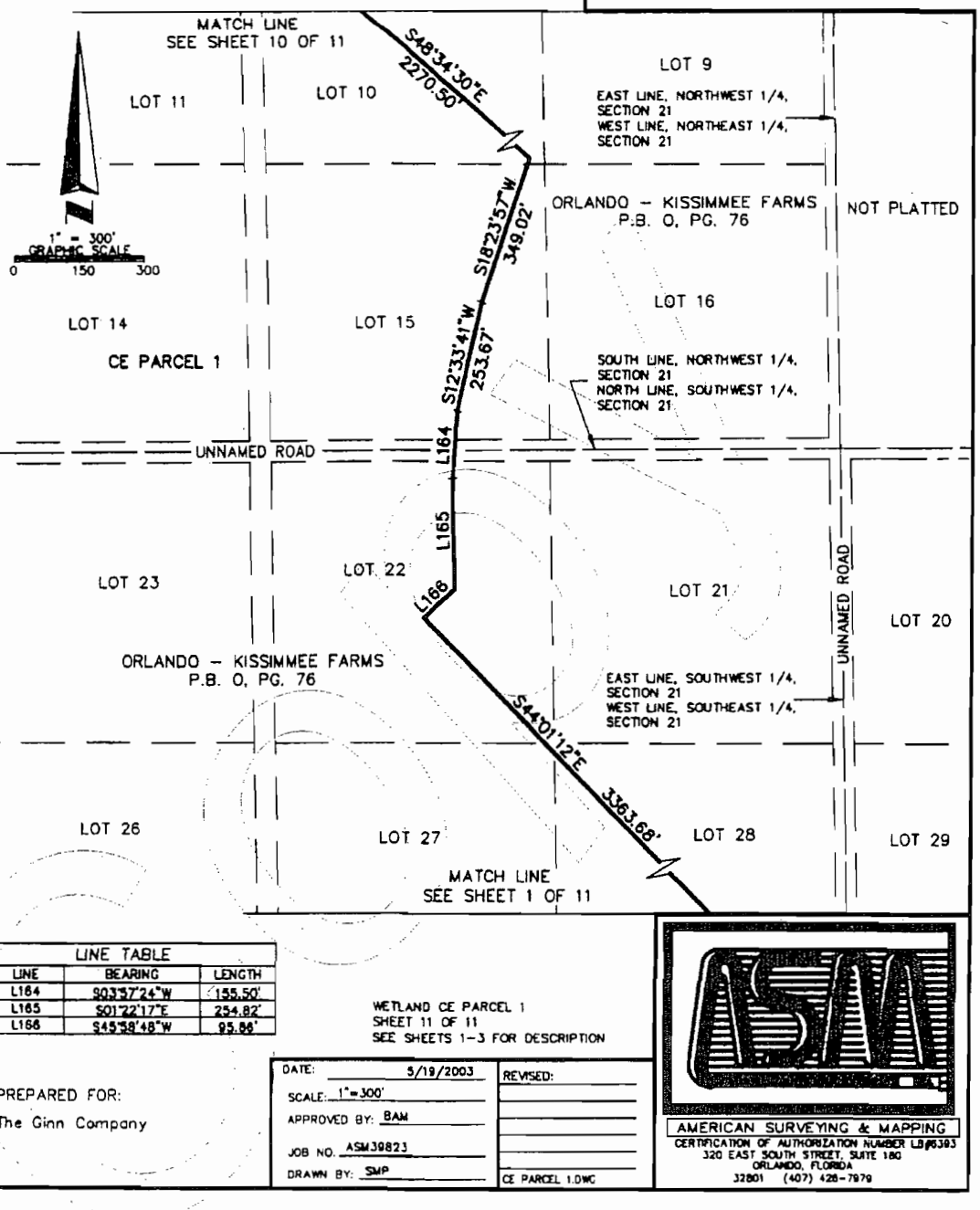
CE PARCEL 1.DWG

AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6383
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

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INSTR 20030617092
OR BK 07163 PG 1116

# SKETCH OF DESCRIPTION:




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L164 | S03°37'24"W | 155.50' |
| L165 | S01°22'17"E | 254.82' |
| L166 | S45°58'48"W | 95.86' |

WETLAND CE PARCEL 1
SHEET 11 OF 11
SEE SHEETS 1-3 FOR DESCRIPTION

PREPARED FOR:
The Ginn Company

DATE: 5/19/2003
SCALE: 1"=300'
APPROVED BY: BAM
JOB NO. ASM39823
DRAWN BY: SMP

REVISED:

CE PARCEL 1.DWG

AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 428-7979

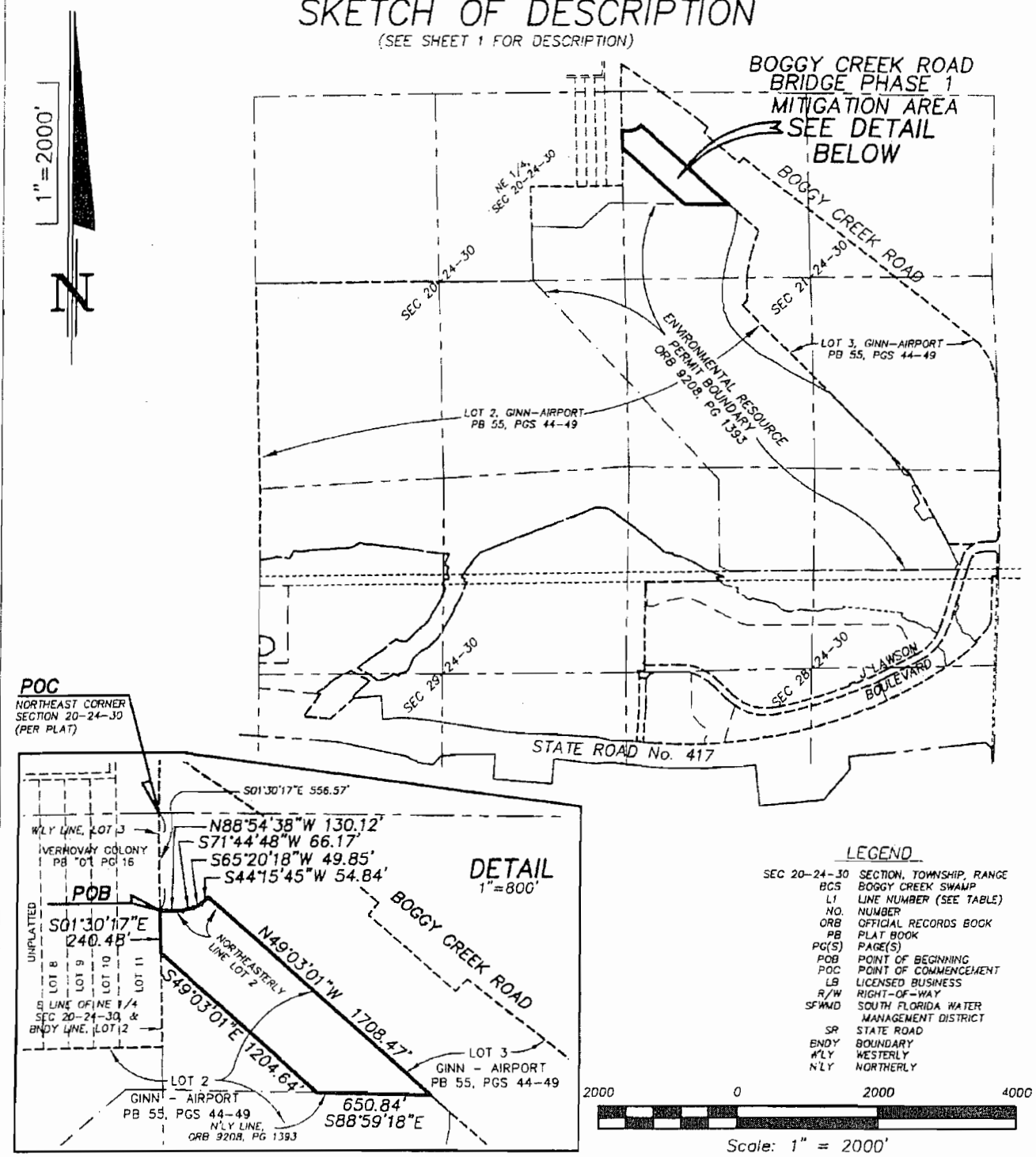
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**EXHIBIT "B"**

**MITIGATION PROPERTY**

# SKETCH OF DESCRIPTION

(SEE SHEET 1 FOR DESCRIPTION)




## LEGEND

| | |
|---|---|
| SEC 20-24-30 | SECTION, TOWNSHIP, RANGE |
| BCS | BOGGY CREEK SWAMP |
| L1 | LINE NUMBER (SEE TABLE) |
| NO. | NUMBER |
| ORB | OFFICIAL RECORDS BOOK |
| PB | PLAT BOOK |
| PG(S) | PAGE(S) |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| LB | LICENSED BUSINESS |
| R/W | RIGHT-OF-WAY |
| SFWMD | SOUTH FLORIDA WATER MANAGEMENT DISTRICT |
| SR | STATE ROAD |
| BNDY | BOUNDARY |
| W'LY | WESTERLY |
| N'LY | NORTHERLY |


DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. L868


PREPARED FOR:
GREENEWAY PARK DRI, LLC
BOGGY CREEK SWAMP, BOGGY CREEK ROAD BRIDGE SFWMD PHASE 1 MITIGATION PARCEL (14.58 AC ±)

REVISIONS:

| DRAWN BY: P.T. | CHECKED BY: SG | JOB NO. | SCALE | SHEET 2 | DWG NO. |
|---|---|---|---|---|---|
| DATE: 3/11/10 | DATE: 3/11/10 | 28108.0515 | 1"=2000' | OF 2 | CS#10-122 |

Printed: Fri 12-Mar-2010 - 10:08AM
F:\Proj2008\28108\Sdwg\sod\BCS-MitParcel-SFWMD-14ac.dwg

# SKETCH OF DESCRIPTION

(SEE SHEET 2 FOR SKETCH)

DESCRIPTION:

That part of Lot 2, GINN–AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, being described as follows:

Commence at the Northeast Corner of Section 20, Township 24 South, Range 30 East, Orange County, Florida, thence S01°30'17"E along the Westerly line of Lot 3 of said plat of GINN–AIRPORT for a distance 556.57 feet to the boundary line of said Lot 2 and to the POINT OF BEGINNING; thence continue S01°30'17"E along said boundary line of Lot 2, for a distance of 240.48 feet; thence departing said boundary line of Lot 2 run S49°03'01"E, 1204.64 feet to the Northerly line of lands described in Official Records Book 9208, Page 1393, of said Public Records; thence S88°59'18"E along said Northerly line, 650.84 feet to the Northeasterly line of said Lot 2; thence run the following courses and distances along said Northeasterly line: N49°03'01"W, 1708.47 feet; thence S44°15'45"W, 54.84 feet; thence S65°20'18"W, 49.85 feet; thence S71°44'48"W, 66.17 feet; thence N88°54'38"W, 130.12 feet to the POINT OF BEGINNING.

Containing 14.58 acres more or less and being subject to any rights–of–way, restrictions and easements of record.

I hereby certify that this sketch, subject to the surveyor's notes contained hereon, meets the applicable "Minimum Technical Standards" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J–17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 68

Scott Grossman
Florida Registered Surveyor and Mapper
Certificate No. 5048

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S NOTES
- This is not a boundary survey.
- Legal description prepared by Donald W. McIntosh Associates, Inc..
- Bearings based on the Westerly line of Lot 3, GINN–AIRPORT, Plat Book 55, Pages 44–49, of the Public Records of Orange County, Florida, being S01°30'17"E, (per plat).
- Lands shown hereon were not abstracted for rights–of–way, easements, ownership or other instruments of record by this firm.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

DONALD W. McINTOSH
ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
GREENEWAY PARK DRI, LLC
BOGGY CREEK SWAMP. BOGGY CREEK ROAD BRIDGE SFWMD PHASE 1 MITIGATION PARCEL (14.58 AC ±)

REVISIONS:

| DRAWN BY: P.T. | CHECKED BY: SG | JOB NO. | SCALE | SHEET 1 | DWG NO. |
|---|---|---|---|---|---|
| DATE: 3/11/10 | DATE 3/11/10 | 28108.0515 | 1"=2000' | OF 2 | CS#10–122 |

Printed: Fri 12–Mar–2010 – 10:08AM sl:2837desc
F:\Proj2008\28108\Sdwg\sod\BCS–MitParcel–SFWMD–14ac.dwg

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandun

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
2

August 30, 2011

TO: Mayor Teresa Jacobs
Board of County Commissioners

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

**CONTACT PERSON:** **Joseph C. Kunkel, P. E., Deputy Director**
**Public Works Department**
**PHONE NUMBER:** **(407) 836-7972**

SUBJ: **Hold Harmless Agreement**
**Wal-Mart Stores East, LP and Orange County**

This Hold Harmless Agreement between Orange County, Florida and Wal-Mart Stores East, LP is to complete the co-application for Drainage and Driveway Connection Permits required from the Florida Department of Transportation. The Florida Department of Transportation permits are necessary to construct improvements within the Wakulla Way and Orange Blossom Trail intersection. All costs for plans, permits and construction will be borne by Wal-Mart Stores East, LP.

The attached Hold Harmless Agreement has been reviewed and approved by the County Attorney's Office and Risk Management.

**Action Requested:** **Approval of Hold Harmless Agreement between Wal-Mart Stores East, LP and Orange County that provides for the permitting necessary to construct the intersection improvements at Wakulla Way and Orange Blossom Trail. District 6.**

MVM/JCK/psz

Wal-Mart Store No. 5871-00
Orlando (Oak Ridge)

# HOLD HARMLESS AGREEMENT
between
WAL-MART STORES EAST, LP AND ORANGE COUNTY

THIS AGREEMENT (the "Agreement") is executed as of September 15, 2011, by and between WAL-MART STORES EAST, LP, a Delaware limited partnership ("Wal-Mart") and ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Wal-Mart is the contract purchaser of certain real property in Orange County, Florida described on Exhibit "A" attached hereto, upon which it is constructing a retail store, surface parking and other improvements (the "Project"); and

WHEREAS, a part of the development of the Project, Wal-Mart will be undertaking certain roadway and access improvement work at the intersection of Orange Blossom Trail and Wakalla Way for which Drainage and Driveway Connection Permits are required from the State of Florida Department of Transportation ("FDOT") (the "Connection Permits"); and

WHEREAS, although all the work to be performed under the Connection Permits will be performed by Wal-Mart at Wal-Mart's sole cost and expense, the FDOT has required both Wal-Mart and the County to apply for the Connection Permits as co-applicants; and

WHEREAS, a copy of the proposed Connection Permits Application is attached to this Agreement as Exhibit "B"; and

WHEREAS, the County is willing to apply for the Connection Permits as a co-applicant with Wal-Mart provided Wal-Mart indemnifies and holds the County harmless for all claims which may be made by FDOT against the County under the Connection Permits, including without limitation the provisions of Part 3 and Part 6 of the general conditions of the Connection Permits; and

WHEREAS, Wal-Mart is willing to so indemnify and hold harmless the County as more particularly set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, Wal-Mart and County agree as follows:

1. RECITALS: The foregoing Recitals are true and correct and are included as part of the terms and provisions of this Agreement.

2. CONSTRUCTION OBLIGATIONS. Wal-Mart agrees all work to be conducted under the Connection Permits shall be the responsibility of Wal-Mart and shall be undertaken by or on behalf of Wal-Mart at its sole cost and expense.

3. INDEMNIFICATION AND HOLD HARMLESS. Wal-Mart hereby holds harmless and indemnifies the County and its elected officials, employees, and agents from and against all claims, damages, losses and expenses (including reasonable attorneys' fees and costs) to the extent caused by any breach of this Agreement or the Connection Permits by Wal-Mart or otherwise arising from the work performed under the Connection Permits.

4. GOVERNING LAW AND VENUE. This Agreement will be governed by the laws of Florida. The venue of any legal proceedings arising out of this Agreement will be proper in Orange County, Florida.

5. NOTICES. All notices, consents, approvals, demands, requests or other communications required under this Agreement must be in writing and will be deemed to have been given when delivered by hand, or on the day following deposit with Federal Express or a comparable overnight delivery service, or five (5) days following deposit in the U.S. Mail certified or registered delivery, return receipt requested, postage paid, and properly addressed:

If to Wal-Mart, to:

Wal-Mart Stores East, LP
Attn: John Okwubanego, Esq.
2001 SE 10th Street - Dept 8313
Bentonville, AR 72716-0550
(479) 204-2641
(479) 277-5991

With a copy to:

Wal-Mart Stores East, LP
Attn: Jennifer Latimer
Sr. Director of Real Estate – SE Division
2001 SE 10th Street
Bentonville, AR 72716-0550
(479) 270-7837

With a copy to:

Lowndes, Drosdick, Doster, Kantor &
Reed, P.A.
Attn: Patrick K. Rinka, Esq.
215 N. Eola Drive
Orlando, FL 32801
(407) 843-4600
(407) 843-4444

If to County, to:

Orange County Public Works
Attn: County Engineer
4200 South John Young Parkway
Orlando, FL 32839
(407) 836-7972

With copy to:

Orange County
Attn: County Administrator
P.O. Box 1393
Orlando, FL 32802-1393
(407) 836-7366
(407) 836-7399 (FAX)

Either party may amend its notice address by notifying the other party of the change in accordance with this provision.

6. NO PUBLIC RIGHTS. The parties hereto do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third-party beneficiary or to authorize anyone not a party hereto to maintain a suit for any damages pursuant to the terms and provisions of this Agreement.

7. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement between the parties as to the matters set forth herein, incorporates all prior agreements, and may not be modified except by written instrument signed by both parties.

8. SEVERABILITY. Any provision of this Agreement that is legally unenforceable shall be ineffective to the extent of such unenforceability without invalidity the remaining provisions hereof.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESS the following signatures:

**"COUNTY"**

**ORANGE COUNTY, FLORIDA**, a charter county and a political subdivision of the State of 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

**"WAL-MART"**

**WAL-MART STORES EAST, LP**, a Delaware limited partnership

By: WSE MANAGEMENT, LLC, a Delaware limited liability company and general partner

By: _____

~~Daniel Mallory~~ Michael A. Allan

~~Vice President – Real Estate~~ Director of Design

STATE OF Arkansas
COUNTY OF Benton

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by ~~Daniel Mallory~~ Michael Allan, as ~~Vice President-Real Estate~~ Director of Design of WSE Management, LLC, a Delaware limited liability company and general partner of Wal-Mart Stores East, LP, a Delaware limited partnership on behalf of the partnership. He ☑ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

OFFICIAL SEAL
SHERI FIEL
WASHINGTON COUNTY
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXP. MAY 27, 2020
COMMISSION# 12377216

_____
Notary Public Signature

Sheri Fiel
(Name typed, printed or stamped)

**EXHIBIT "A"**

**The Property**

PARCEL "A"

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 29 EAST; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.80 FEET; THENCE RUN NORTH 00□25'00" EAST FOR 40.00 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SOUTH ORANGE BLOSSOM TRAIL AND THE NORTH RIGHT OF WAY LINE OF OAK RIDGE ROAD; THENCE RUN WEST, ALONG THE NORTH RIGHT OF WAY LINE OF OAK RIDGE ROAD FOR 335.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST, ALONG SAID RIGHT OF WAY LINE, FOR 75.85 FEET TO THE WEST LINE OF THE EAST 446.69 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE RUN NORTH 00□28'40" EAST, ALONG SAID WEST LINE FOR 311.00 FEET; THENCE RUN EAST FOR 40.00 FEET; THENCE RUN SOUTH 00□28'40" WEST , FOR 120.00 FEET; THENCE EAST FOR 35.65 FEET; THENCE RUN SOUTH 00□25'00" WEST FOR 191.00 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF LOT 54, PLAN OF BLOCK ONE PROSPER COLONY, AS RECORDED IN PLAT BOOK "D", AT PAGE 109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

(LESS THE SOUTH 10.00 FEET FOR ROAD RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT OF WAY MAP SECTION 75010-2526, SHEET 24 OF 32)

PARCEL "B"

A PORTION OF LOTS 42, 43, 44, 53, 54 AND 55, PLAN OF BLOCK ONE PROSPER COLONY AS RECORDED IN PLAT BOOK D, PAGE 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 42, BLOCK 1, PLAN OF BLOCK ONE PROSPER COLONY AS RECORDED IN PLAT BOOK D, PAGE 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89□38'47" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF WAKULLA WAY, A DISTANCE OF 933.74 FEET; THENCE SOUTH 44□35'49" EAST A DISTANCE OF 35.32 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH ORANGE BLOSSOM TRAIL (STATE ROAD NUMBER 500); THENCE SOUTH 00□27'10" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 417.17 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 89□21'06" WEST A DISTANCE OF 313.80 FEET; THENCE SOUTH 00□57'04" WEST A DISTANCE OF 124.00 FEET; THENCE SOUTH 89□21'06" EAST A DISTANCE OF 65.95 FEET; THENCE SOUTH 00□04'17" WEST A DISTANCE OF 258.45

FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3872, PAGE 4908, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89□15'30" WEST ALONG SAID NORTH LINE, A DISTANCE OF 183.36 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3872, PAGE 4908; THENCE SOUTH 00□28'40" WEST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 196.12 FEET; THENCE SOUTH 89□57'14" WEST A DISTANCE OF 9.54 FEET; THENCE SOUTH 00□24'36" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 44□49'11" WEST A DISTANCE OF 49.29 FEET; THENCE SOUTH 89□57'14" WEST A DISTANCE OF 81.18 FEET; THENCE NORTH 44□49'05" WEST A DISTANCE OF 99.60 FEET TO A POINT ON THE EAST LINE OF LOT 55 OF AFORESAID BLOCK 1, PLAN OF BLOCK ONE PROSPER COLONY; THENCE NORTH 00□24'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 190.11 FEET; THENCE NORTH 44□43'36" WEST A DISTANCE OF 86.67 FEET; THENCE NORTH 89□51'47" WEST A DISTANCE OF 270.32 FEET TO A POINT ON THE WEST LINE OF SAID LOT 55; THENCE NORTH 00□28'30" EAST ALONG SAID WEST LINE AND THE WEST LINE OF SAID LOT 42 A DISTANCE OF 703.35 FEET TO THE POINT OF BEGINNING.

COMPOSITE EXHIBIT "B"

Rule 14-96, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# DRIVEWAY/CONNECTION APPLICATION FOR ALL CATEGORIES

850-040-15
SYSTEMS PLANNING
04/05

## OFFICE USE ONLY

Application Number: _____ Received By: _____ (FDOT STAFF (TYPE OR PRINT))

Category: _____ Date: _____

Section/Mile Post: _____ State Road: _____

Section/Mile Post: _____ State Road: _____

**Instructions - To Applicant**

- Contact the Department of Transportation to determine what plans and other documents you are required to submit with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and submit it to the Department of Transportation.
- For help with this form contact your local Maintenance or District Office.
  - Or visit our website at www.dot.state.fl.us/onestoppermitting for the contact person and phone number in your area.
  - You may also email - driveways@dot.state.fl.us
  - Or call your District or local Florida Department of Transportation Office and ask for Driveway Permits.

Please print or type

**APPLICANT:**

**Check one:**

(X) Owner ( ) Lessee ( ) Contract to Purchase

Name: Orange County Pubic Works

Responsible Officer or Person: _____

If the Applicant is a Company or Organization, Name: Orange County Public Works

Address: 4200 South John Young Parkway

City, State: Orlando, Florida

Zip: 32839 Phone: 407-836-7900 Fax: _____

Email: _____

**LAND OWNER:**(if not applicant)

Name: _____

If the Applicant is a Company or Organization, Name: _____

Address: _____

City, State: _____

Zip: _____ Phone: _____ Fax: _____

Email: _____

**AUTHORIZED REPRESENTATIVE:** If specified by Applicant to handle, represent, sign, and file the application -
NOTE: A notarized letter of authorization must be provided with the Application

Name: Leopoldo J. Ayala, P.E.

Company Name: CPH Engineers, Inc

Address: 500 W Fulton Street

City, State: Sanford

Zip: 32771 Phone: 407-322-6841 Fax: 407-330-0639

Email: layala@cphengineers.com

Address of property to be served by permit (if known):

If address is not known, provide distance from nearest intersecting public street (such as, 500 feet south of Main St.)

Wakulla Way right-of-way on the west side of S Orange Blossom Trail

Check here if you are requesting a

○ new driveway ○ temporary driveway ⊗ modification to existing driveway ○ safety upgrade

Does the property owner own or have any interests in any adjacent property?

○ No ⊗ Yes, if yes - please describe: Additional right-of-way on the north of Wakulla Way will be acquired by Walmart and donated to Orange County

Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?

○ No ⊗ Yes, if yes - list them on your plans and indicate the proposed and existing access points.

Local Government Development Review or Approval Information:

Local Government Contact:

Name:

Government Agency: Orange County Public Works

Phone #: 407-836-7900

If you are requesting commercial or industrial access, please indicate the types and number of businesses and provide the floor area square footage of each. Use additional sheets if necessary.

| Business (Name and Type) | Square Footage | Business (Name and Type) | Square Footage |
|---|---|---|---|
| 1. | | 3. | |
| 2. | | 4. | |

If you are requesting a residential development access, what is the type (single family, apartment, townhouse) and number of units?

| Type | Number of Units |
|---|---|
| | |
| | |

Provide an estimate of the daily traffic volume anticipated for the entire property at build out. (An individual single family home, duplex, or quad-plex is not required to complete this section). Intersection Improvements & addition of signal at Wakulla Way & SOBT

Daily Traffic Estimate = 3,726 for Wakulla Way and 7,761 including Walmart development (Use the latest Institute of Transportation Engineers (ITE) Trip Generation Report)

If you used the ITE Trip Generation Report, provide the land use code, independent variable, and reference page number.

| ITE Land Use Code | Independent Variable | ITE Report page number reference |
|---|---|---|
| 813,934,912 | 1,000 SF (KSF) | #1377,#1821, 31762 of |

ITE trip generation 8th Ed. Volume 3 of3

Check with the Florida DOT Office where you will return this form to determine which of the following documents are required to complete the review of your application.

Plans should be 11" x 17" (scale 1" x 50')
Note: No plans larger than 24" x 36" will be accepted

a) Highway and driveway plan profile
b) Drainage plan showing impact to the highway right-of-way
c) Map and letters detailing utility locations before and after Development in and along the right of way
d) Subdivision, zoning, or development plans
e) Property map indicating other access, bordering roads and streets
f) Proposed access design
g) Parcel and ownership maps including easements (Boundary Survey)
h) Signing and striping plans
i) Traffic Control/Maintenance of Traffic plan
j) Proof of liability insurance
k) Traffic Impact Study
l) Cross section of roadway every 100' if exclusive turn lanes are required

**Important Notices to Applicant Before Signing Application**

**The Department Reserves The Right To Change Traffic Features And Devices In Right Of Way At Any Time**
**Proposed traffic control features and devices in the right of way, such as median openings and other traffic control devices, are not part of the connection(s) to be authorized by a connection permit. The Department reserves the right to change these features and devices in the future in order to promote safety in the right of way or efficient traffic operations on the highway. Expenditure by the applicant of monies for installation or maintenance of such features or devices shall not create any interest in the maintenance of such features or devices.**

**Significant Changes In Property Use Must Undergo Further Review**
**If an access permit is issued to you it will state the terms and conditions for its use. Significant changes in the use as defined in Section 335.182(3), Florida Statutes, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.**

**All Information I Give Is Accurate**
**I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief, such information is true, complete and accurate.**

**Starting Work On The Driveway Connection After I Get My Permit Means I Accept All the Conditions In My Permit**
**I will not begin work on the connection until I receive my Permit and I understand all the conditions of the Permit. When I begin work on the connection, I am accepting all conditions listed in my Permit.**

Applicant Name (Printed): _____

Applicant's signature: Date

*Florida Department of Transportation*

# Letter of Authorization

I (we), the undersigned, owner(s) of the property located at:

Wakulla Way Right-of-way, Orlando, FL 32839

authorize Leopoldo J. Ayala, P.E.

to act as my (our) agent to obtain permits required from the Florida Department of Transportation.

Signed: _____

Printed Name: Diana Almodovar, P.E.

Address: 4200 S John Young Pkwy, Orlando, FL 32839-9205

Signed: _____

Printed Name: _____

Address: _____

Sworn to and subscribed before me, this _____ day of _____, 2005.

_____

Notary Public, State of Florida
My Commission Expires:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# DRAINAGE CONNECTION PERMIT



**To be completed by DOT**

Drainage Connection Permit No. _____ Date _____

Received By _____ Maintenance Unit _____

State Road No. _____ Work Program Project No. _____

Section No. _____ Construction Project No. _____

Milepost _____ Station _____ _____

## Instructions for Drainage Connection Permit

**Pursuant to 14-86.004(6), F.A.C. "The Drainage Connection Permit form serves as the application. Once approved by the Department, the form and supporting documents become the Drainage Connection Permit."**

The applicant shall submit four completed permit packages with original signatures. Each package shall include all required attachments. All required signed and sealed plans and supporting documentation shall be submitted on no larger than (11" X 17") multipurpose paper, unless larger plan sheets are requested by the reviewer. The package will include the following items. If an item does not apply to your project, indicate "Not Applicable" or "N/A."

| Included | Part | Title | Completed by: | Special Instructions |
|---|---|---|---|---|
| | 1 | Permit Information Sheet | Applicant | |
| | 2 | Certification by a Licensed Professional | Licensed Professional | Signed and Sealed |
| | 3 | Certification | Applicant | Signature |
| | 4 | Owner's Authorization of a Representative | Owner | Signature |
| | 5 | Affidavit of Ownership or Control and Statement of Contiguous Interest | Owner | Signature |
| | 6 | Permit General Conditions | FDOT | |
| | 7 | Permit Special Conditions | FDOT | |
| | 8 | As-Built Certification | Licensed Professional | Signed and Sealed – Submit within 15 working days of completion of construction |
| | Attachment | Legal Description | | |
| | Attachment | Photographs of Existing Conditions | | |
| | Attachment | Location Map | | |
| | Attachment | Grading Plan | Licensed Professional | Signed and Sealed |
| | Attachment | Soil Borings | | |
| | Attachment | Water Table / Percolation | | |
| | Attachment | Calculations | | |
| | Attachment | CD with Electronic Files of all Submittal Items | | Scanned Images in pdf format |

Note: Different Licensed Professionals may complete parts of the permit package. For example the Licensed Professional signing and sealing the as-built certification may be different from the Licensed Professional who signed and sealed the calculations for the permit package.

**EXCEPTIONS:** Activities that qualify for an Exception are listed in Rule 14-86, F.A.C. A permit application to the Department is NOT required. However, if you desire verification whether the work qualifies for an exception, send a completed copy of this permit package with its requested information to the applicable FDOT District Office.

**PART 1 – Permit Information Sheet**

**Select one:** ☒ **Permit** ☐ **Exception**

**Pursuant to 14-86.002(2), F.A.C. "Applicant means the owner of the adjacent property or the owner's authorized representative."**

**Applicant**

Select one: ☒ Property Owner ☐ Owner's Representative (Complete Part 4)

Name: Diana Almodovar, P.E.

Title and Company: Manager, Orange County Development Engineering

Address: 4200 S John Young Pkwy

City: Orlando State: FL Zip: 32839-9205

Telephone: 407-836-7974 FAX: _____ Email: _____

**Property Owner** (If not applicant)

Name: Diana Almodovar, P.E.

Title and Company: Manager, Orange County Development Engineering

Address: 4200 S John Young Pkwy

City: Orlando State: FL Zip: 32839-9205

Telephone: 407-836-7974 FAX: _____ Email: _____

**Applicant's Licensed Professional**

Name: Leopoldo J. Ayala, P.E. Florida License Number: FL 55524

Title and Company: Project Manager, CPH Engineers, Inc

Address: 500 W Fulton Street

City: Sanford State: FL Zip: 32771

Telephone: 407-322-6841 FAX: 407-330-0639 Email: layala@cphengineers.com

**Project Information:**

Project Name: Wakulla Way improvements @ 5871-00 Orlando (Oak Ridge), FL

Location: 5734 S Orange Blossom Trl (STREET) 441 (SR. NO.) 17/92 (US HWY NO.) Orlando (CITY)

Orange (COUNTY) 35 (SECTION(S)) 23 (TOWNSHIP(S)) 28 (RANGE(S))

*Geographic Coordinates: Latitude (DMS.SSS): _____ Longitude (DMS.SSS): _____

Horizontal Datum: (NAD 83 / _____ Adj.)

* State Plane Coordinates: Northing _____ Easting: _____

Projection Zone: ☐ Florida North ☐ Florida East ☐ Florida West

Coordinate shall be the center of the driveway intersection with FDOT R/W, or, if there is no driveway connection, near the center of the property line nearest the state highway.

**Check with the FDOT Office for requirement.*

Brief description of facility and proposed connection: The proposed development includes realignment of approximately 0.125 miles of Wakulla Way at the intersection with S OBT, construction of two turn lanes to access the proposed Walmart development adjacent to the improvements, striping on Wakulla Way and modification of existing swales on Wakulla Way. These improvements are a part of the Oak Ridge Walmart store 5871-00.

Briefly describe why this activity requires a Drainage Connection Permit (Include where the stormwater will discharge to FDOT right of way):
Stormwater will be routed to swales along Wakulla Way which discharges to a FDOT system at the intersection of S OBT and Wakulla Way

**PART 2 – Certification by a Licensed Professional**

In accordance with Rule 14-86, Florida Administrative Code (F.A.C.), I hereby certify that the following requirements are and/or will be met.

This project has been designed in compliance with all applicable water quality design standards as required by state governmental agencies.

14-86.004(3)(f) (F.A.C.): Certification by a Licensed Professional that the complete set of plans and computations complies with one of the following Rules Sections:

☒ 14-86.003(2)(a) (F.A.C.), or ☐ 14-86.003(2)(b) (F.A.C). (check one)

I further certify that a National Pollutant Discharge Elimination System (NPDES) permit for stormwater discharges associated with industrial activity from construction sites

☒ is required ☐ is not required. (check one)

I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

This certification shall remain valid for any subsequent revision or submittal of plans, computation or other project documents by me.

Name of Licensed Professional: Leopoldo J. Ayala, P.E.

Florida License Number: 55524

Company Name (if applicable): CPH Engineers, Inc.

Certificate of Authorization Number (if applicable): COA 3215

Address: 500 W Fulton Street

City: Sanford State: FL Zip: 32771

Telephone: 407-322-6841 Fax: 407-330-0639 Email: layala@cphengineers.com

Signature of Licensed Professional

Date

(Affix Seal)

**PART 3 – Certification by Applicant**

**I hereby certify that the information in this submittal is complete and accurate to the best of my knowledge.**

Applicant's Signature: _____ Date: _____

Name (Printed): Diana Almodovar, P.E.

Title and Company: Manager, Orange County Development Engineering

Address: 4200 S John Young Pkwy, Orlando, FL 32839-9205

Phone Number: 407-836-7974 E-mail address: _____

**PART 4 – Owner's Authorization of a Representative**

I (we), the owner, _____ , do hereby authorize the following person, or entity, a

Name (Printed): _____

Title and Company: _____

Address: _____

Phone Number: _____ E-mail address: _____

**Part 5 – Affidavit of Property Ownership or Control and Statement of Contiguous Interest**

I, Diana Almodovar, P.E. Manager, Orange County Development Engineering , certify that I own or lawfully control the follo

described property: Wakulla Way right-of-way, Orange County, FL

Does the property owner own or have any interests in any adjacent property?

☐ No ☒ Yes If yes, please describe. Please refer to Exhibit B for additional right-of-way which will be dedicated to Ora

**Owner's Signature required for Parts 4 and/or 5**

We will not begin on the drainage connection until I receive the Permit and I understand all the conditions of the Permit. When

Name (Printed): Diana Almodovar, P.E.

Address: 4200 S John Young Pkwy, Orlando, FL 32839-9205

Phone Number: 407-836-7974

Signature: _____ Date: _____

## PART 6 – Permit General Conditions

**1.** This permit is a license for permissive use only and does not convey any property rights either in real estate or material, or any exclusive privilege and it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State or local laws, rules or regulations; nor does it obviate the necessity of obtaining any required state or local approvals.

**2.** The drainage connection as authorized herein shall be constructed and thereafter maintained in accordance with the documents attached hereto and incorporated by reference herein. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions. Such construction shall be subject to the inspection and approval of the Department, and the Department may at any time make such inspections as it deems necessary to assure that the drainage connection is in compliance with this permit.

**3.** The entire expense of construction within the Department right of way, including replacement of existing pavement or other existing features, shall be borne by the permittee.

**4.** The permittee shall maintain that portion of the drainage connection authorized herein located on permittee's property in good condition. The Department shall maintain that portion of the drainage connection authorized herein located within its right of way.

**5.** If the drainage connection is not constructed, operated or maintained in accordance with this permit, the permit may be suspended or revoked. In this event modification or removal of any portion of the drainage connection from the Department's right of way shall be at the permittee's expense.

**6.** The Department reserves the right to modify or remove the drainage connection to prevent damage or in conjunction with road improvements.

**7.** It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Department's right, title, and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, assume all risk of and indemnify, defend and save harmless the Department from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of these rights and privileges, regardless of the respective degrees of fault of the parties.

**8.** Utilities, including gas lines, may exist within the right of way. Prior to beginning work the permittee shall contact Sunshine State One Call of Florida, Inc at 811 or 800-432-4770, who will notify all utility owners near the scheduled project. The utility owners have two (2) full business days to provide locations of their respective facilities. The permittee shall be solely responsible for any damage to or conflicts with gas lines, utilities and/or third persons.

**9.** The permittee shall notify the Department of Transportation Maintenance Office located at _____ Phone _____ 48 hours in advance of starting any work on the drainage connection authorized by this permit and also 24 hours prior to any work within the Department's right of way. Construction of any work on the right of way shall be completed within _____ days after such notification. If such construction is not completed within _____ days after such notification, the permittee shall notify the Department of the anticipated completion date.

**10.** This permit shall expire if construction on the drainage connection is not begun within one year from the date of approval and if construction on the drainage connection is not completed by (Date) _____.

**11.** A permittee may request an extension of the Drainage Connection Permit expiration date by filing a written request for a permit time extension. All requests for time extensions must be received by the Department 15 working days prior to the expiration date.

**12.** All the provisions of this permit shall be binding on any assignee or successor in interest of the permittee.

**PART 7 – Permit Special Conditions – To be completed by FDOT**

The above request has been reviewed and has been found to meet the regulations as prescribed in Rule 14-86, F.A.C., and is

Department of Transportation:

Signature _____

Title _____ Date _____

**PART 8 – As-Built Certification**

Within 15 working days of completion of construction, you must send this certification to the Department office in which you filed your DOT Drainage Permit.

## 1. STORM WATER FACILITY INFORMATION

Permit No.: _____

Source (Project) Name: _____

Source Location: Street _____

City: _____ County: _____

Source Owner: _____

Owner Address: _____

## 2. AS-BUILT CERTIFICATION

I hereby certify that this storm water facility has been built substantially in accordance with the certified design plans, and that any substantial deviations (noted below) will not prevent the facility from functioning in compliance with the requirements of Chapter 14-86 F.A.C. when properly maintained and operated. These determinations have been based upon on-site observation of construction, scheduled and conducted by me or by a project representative under my direct supervision.

Name of Licensed Professional: _____

Florida License Number: _____

Company Name (if applicable): _____

Certificate of Authorization Number (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

_____
Signature of Licensed Professional

_____
Date

(Affix Seal)

Substantial deviations from the approved plans and specifications (attach additional sheets if required).

_____

_____

_____

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memoran**

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
3

September 1, 2011

TO: Teresa Jacobs, Orange County Mayor
and the Board of County Commissioners

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

**CONTACT PERSON:** **Rodney J. Lynn, P.E., CFM, Acting Manager**
**Public Works Stormwater Management Division**
**PHONE NUMBER:** **(407) 836-7990**

SUBJ: **Time Extension to Federally Funded Subgrant Agreement between Orange County and the State of Florida, Division of Emergency Management (DEM) for Hazard Mitigation Grant Program (HMGP) funds for the Rocket Boulevard Drainage Improvement Project**

On August 5, 2008, the Board of County Commissioners (BCC) approved a Federally Funded Subgrant Agreement between Orange County (County) and the State of Florida, Division of Emergency Management (DEM) for Hazard Mitigation Grant Program (HMGP) funds for Phase I (design) of the Rocket Boulevard Drainage Improvement Project. This grant agreement provides for a cost sharing of 75% Federal and 25% local funding.

On May 19, 2009, the BCC approved the First Modification to the Agreement to extend the agreement to August 29, 2009. The project was further delayed due to various unforeseen permit requirements, CSX Railroad delays, and Florida Gas transmission line requirements. These delays resulted in incurring additional costs that are eligible for reimbursement by FEMA. The DEM advised the County to request an administrative time extension from FEMA to recoup these additional costs that occurred between August 30, 2009, and April 29, 2011. The scope of work and the original funding agreement have not changed. The administrative extension period of performance ends October 17, 2011.

The Stormwater Management Division, the County Attorney's Office, and the Risk Management Division have reviewed the amendment and recommend approval by the Board.

**Action Requested:** **Approval of Modification to Subgrant Agreement between the Division of Emergency Management and Orange County to extend the expiration date of the agreement from August 30, 2009, to April 29, 2011, for the Hazard Mitigation Grant Program (HMGP) funds for Phase I (design) of the Rocket Boulevard Drainage Improvement Project. District 4. (Stormwater Management Division)**

MVM/RJL/MJD/MH/wn/mw

Attachments

Agreement Number: 09HM-12-06-58-01-008

Project Number: 1545-181-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND ORANGE COUNTY**

This Modification Number Two is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Orange County ("Recipient") to modify DEM Contract Number: 09HM-12-06-58-01-008, dated September 30, 2008 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the Hazard Mitigation Grants Program of $76,000.00; and

WHEREAS, the Agreement expired on August 29, 2009; and

WHEREAS, the Division and the Recipient desire retro-activate, reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

> This Agreement shall begin September 30, 2008; the official Period of Performance ended August 29, 2009 (as stated in the FEMA approval letter); however, this modification provides an administrative extension to reinstate the Agreement and retro-activate Phase I Period of Performance to April 29, 2011. The administrative extension Period of Performance ends October 17, 2011, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out below.

| **RECIPIENT: ORANGE COUNTY** | **DIVISION OF EMERGENCY MANAGEMENT** |
|---|---|
| By:_____ | By: _____ |
| Name and Title:_____ | Name and Title: Bryan W. Koon, Director |
| Date: _____ | Date: _____ |

**Attachment A *(Revised)***

**Budget and Scope of Work**

**Scope of Work**

As a Hazard Mitigation Grant Program project, the Recipient, Orange County, proposes to improve the drainage in the vicinity of Rocket Boulevard, Central Florida Parkway and the West Branch of Boggy Creek located in Orange County, Florida 32824. A Phase I study will be conducted to determine modifications needed to improve and upgrade the existing drainage system. The completed construction project will minimize recurring flooding and reduce repetitive flood loss to properties. Phase I will provide funding for completion of design, permitting and geotechnical surveying process for this proposal.

The Phase I deliverables should:

- Have an engineer's plan that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

- Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and the Federal Emergency Management Agency (FEMA) Special Flood Hazard Areas on the same plan.

- Meet all required environmental laws and policies. All environmental permits and approvals/concurrences must be obtained. A public notice must be published to notify interested parties of the proposed activity. Notices must be published in a manner that anyone that may be affected or interested in this project has access to the posting. The comment period expired and all comments addressed prior to initiating any construction activities.

- Refine the cost estimate. A new Benefit Cost Analysis will be performed using the revised information.

- Provide a set of Community Approved, State reviewed construction plans (sealed) for review and comment including milestones and timelines for completion of the final phase of the project and bid documents/award.

Phase I of this project is approved with the condition that the above list of deliverables will be submitted for review and approval by the State and FEMA before Phase II is considered. No construction work may begin until Phase II is approved

This is FEMA project **1545-181-R**, funded under 1545-DR-FL.

The Period of Performance for this project ends on October 17, 2011.

**Schedule of Work**

| | |
|---|---|
| Completion of Engineering/Permitting (Phase I): | 37 Months |
| **Total Period of Performance:** | 37 Months |

**Budget***

| | Project Cost | Federal Share | Local Share |
|---|---|---|---|
| Engineering, Design, Survey and Permitting: | $100,000.00 | $75,000.00 | $25,000.00 |
| **Sub-Total:** | $100,000.00 | $75,000.00 | $25,000.00 |
| Administrative Cost: | $ 0.00 | $ 1,000.00 | $ 0.00 |
| **Total:** | $100,000.00 | $76,000.00 | $25,000.00 |

** Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**Funding Summary**

| | |
|---|---|
| Federal Share: | $ 75,000.00 (75%) |
| Local Share: | $ 25,000.00 (25%) |
| **Total Project Cost:** | $100,000.00 (100%) |

Recipient Administrative Allowance up to $1,000.00.

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memora**

I. CONSENT AGENDA
UTILITIES DEPARTMENT
1

September 1, 2011

**TO:** Mayor Teresa Jacobs
and Board of County Commissioners

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

**SUBJECT:** **BCC AGENDA ITEM – Consent Agenda**
**September 20, 2011 BCC Meeting**
**South Florida Water Management District Amendment – Amendment No. 02 to Agreement No. 4600001826 between the South Florida Water Management District and Orange County Utilities**
**Contact Person: Jacqueline W. Torbert, Manager**
**Utilities Water Division**
**407-254-9850**

On August 25, 2009, the Board of County Commissioners approved the funding agreements for a study to evaluate the effectiveness of various new irrigation technologies for Orange County Utilities customers in partnership with the Water Research Foundation, St. Johns River Water Management District and South Florida Water Management District.

This amendment request is the second amendment to the study timeline due to the delay in getting all the study participants enrolled in the study which has caused a need to shift the due date of some of the project deliverables. The South Florida Water Management District requires a formal change in the contract to amend the due dates of the deliverables. The amendment to the agreement is a no cost impact and changes the project deliverable dates as follows:

| Task | Approved Amendment #1 Due Dates | Requesting Amendment #2 Due Dates |
|---|---|---|
| Task 8 | September 15, 2010 | September 7, 2011 |
| Task 10 | September 15, 2010 | December 31, 2011 |
| Task 11 | September 15, 2012 | December 31, 2013 |
| Task 12 | December 31, 2012 | December 31, 2014 |

Orange County Attorney's Office has reviewed the document and finds it acceptable as to form. Orange County Utilities staff recommends approval.

**Action Requested:** **Approval of South Florida Water Management District Amendment No. 02 to Agreement No. 4600001826 between the South Florida Water Management District and Orange County Utilities.**

**All Districts.**

ORIGINAL

# SOUTH FLORIDA WATER MANAGEMENT DISTRICT
# AMENDMENT

**4600001826-A02**

**AMENDMENT NO. 02**

**TO AGREEMENT NO. 4600001826**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**ORANGE COUNTY UTILITIES**

This **AMENDMENT NO. 02**, entered into on _____, to that **AGREEMENT** dated September 14, 2009, and as amended on July 15, 2010, between the "Parties" the South Florida Water Management District (**DISTRICT**) and Orange County Utilities (**RECIPIENT**).

**WITNESSETH THAT:**

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the Parties; and

WHEREAS, the Parties wish to amend the **AGREEMENT** in order to extend the period of performance, revise the Statement of Work, and revise the Summary Schedule of Tasks and Deliverables;

NOW THEREFORE, the **DISTRICT** and the **RECIPIENT** in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The expiration date of the **AGREEMENT** is hereby extended by Twenty Five (25) Months and the expiration date, as amended, is February 15, 2015. This **AMENDMENT NO. 2** shall be effective upon the date of execution by the Parties.

2. The Statement of Work, Exhibit "A1", is hereby deleted in its entirety and replaced by Exhibit "A2", attached hereto and made a part of this **AMENDMENT NO. 02.**

3. The Summary Schedule of Tasks and Deliverables, Exhibit "B1", is hereby deleted in its entirety and replaced by Exhibit "B2", attached hereto and made a part of this **AMENDMENT NO. 02.**

4. This **AMENDMENT NO. 02** shall be at no additional cost to the **DISTRICT**.

5. All other terms and conditions of the **AGREEMENT**, remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 02** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By:_____

**Dorothy A. Bradshaw, Procurement Bureau Chief**

**SFWMD** PROCUREMENT APPROVED
By: _____
Date: 8/24/11

**ORANGE COUNTY UTILITIES**

By:_____

Title:_____

**EXHIBIT "A2"**
**STATEMENT OF WORK**

"SMART" Irrigation Study
Orange County Utilities

## A. INTRODUCTION/BACKGROUND

Ninety-two percent of Florida's population depends on groundwater for drinking water (Marella 2004). It is estimated that between 25 and 75 percent of the domestic use is for outdoor purposes during certain times of the year (Marella 2004). Haley et al. (2007) found that the fraction of total household supply used for irrigation can be as high as 74% under well drained sandy soils in Central Florida. This groundwater source in many parts of the state has reached its sustainable limit or will reach these limits in the near future resulting in water management districts and utilities looking at supplemental water supplies (SWS). Any plan for surface water withdrawals from Florida's rivers and springs is controversial and meeting with local resistance. In central Florida where three of the water management districts have common borders, they have developed an action plan to address growing public water demands. One key rule of the Central Florida Coordination Area Action Plan is the limiting of additional groundwater withdrawals to no more than that needed to meet year 2013 demands. New water permits will not go past 2013 unless SWS are committed to meet demands after 2013.

Most new homes constructed since the 1990s in Florida and other regions of the Southeast have automatic in-ground irrigation systems. The convenience of irrigating has resulted in an increase in water demand that utilities are forced to supply. This trend in water use will likely continue as more agricultural land is converted to suburban use due to the influx of more than 1,000 people per day to Florida (USCB 2006). Homes with in-ground sprinkler systems have been shown to use over 40% more water than those that do not have an in-ground system (Mayer et al. 1999). It has also been documented that residential irrigation results in a substantial amount of wasted water with homeowners in parts of the state applying two to three times plant water requirements (Haley et al. 2007). Orange County Utilities (OCU) has found that customers typically set their irrigation time clocks and do not adjust in response to changing climatic demands or rainfall ("set it and forget it"). In Florida residential landscapes with in-ground irrigation systems, about 50 percent of the homes have time clocks that have duration times that are too long or operating too frequently or both (Olmsted 2008). Thus, much of the wasted water in municipal systems is due to irrigation systems that are improperly scheduled (i.e. when to water and how much to water). There is a need for technology to properly regulate automatic irrigation systems in response to plant water demands.

In addition, recent research by the University of Florida, Institute of Food and Agricultural Sciences (UF/IFAS) has shown the potential for "Smart" irrigation controllers such as soil moisture sensor (SMS) controllers and evapotranspiration (ET) based controllers to efficiently schedule irrigation, thus conserving water by as much as 70-90% with SMS controllers compared to typical homeowner irrigation levels (Cardenas-Lailhacar et al., 2008), and as much as 60% with ET controllers (Shedd et al., 2007; Davis et al., 2007) while maintaining good turfgrass quality. Orange County Utilities is interested in Smart Irrigation Controllers as

potential practice to reduce landscape irrigation water use. Since it is not certain what type of control system is best for a particular type of property or how best to implement the technology, this project aims to test SMS controllers, ET controllers, and to evaluate at least one Central Controlled irrigation system across a range of residential and commercial properties.

## B. OBJECTIVES

The objective of this study is to evaluate the water conservation potential of SMS and ET irrigation controllers on landscapes in Orange County compared to normalized irrigation water use between properties with SMS and ET controllers to properties with typical irrigation control.

## C. SCOPE OF WORK

Orange County Utilities along with sub-contracted University of Florida will be conducting this study to test SMS controllers, ET controllers, and to evaluate at least one Central Controlled irrigation system across a range of residential and commercial properties. The scope of work proposes two levels of contractor training and follow-up on controller operation and performance. The study will target two areas of Orange County with distinct soil differences, sandy vs. Flatwoods soil. During recruitment of cooperators, they will attempt to recruit both residential and commercial customers.

Comparison groups will be established as follows in both commercial and residential customers:

1. Contractor training and installation of devices
2. Contractor training and installation of devices with subsequent team follow-up visits
3. Properties without Smart Controllers (non-treatment group)
4. Central controlled irrigation properties

There will be a minimum of 16 sites per controller type in each comparison group and will be repeated in each of the two distinct soil types (16 sites * 2 controller types * 3 comparison groups = 72 sites) for a total of 144 sites not including the central control sites.

Data collection will consist of water usage data already available through Orange County Utilities. Ideally, Automatic Meter Recording devices (AMRs) will be fitted to each property in the study on a dedicated irrigation meter and at a minimum, monthly irrigation data is required. This will allow direct measurement of water being applied to the landscape from one meter and will prevent estimating outdoor usage proportion which could result in substantial error in outdoor usage. During recruitment of cooperators, sites should be relatively tightly grouped and contain a mix of all four comparisons. A weather station capable of measuring parameters for calculation of theoretical plant water needs and rainfall will be required in several locations. This data will be used to calculate the irrigation requirement for the landscape turf grass under actual climatic conditions and will quantify the amount of over irrigation (if any) at each site. Since summer rainfall in Florida can be highly localized a rain gauge grid will be setup to allow actual rainfall near the sites to be measured and a better determination of the proportion that is effective can be determined. Surveys will be distributed during two time periods for the homeowners/irrigation managers to characterize irrigation knowledge and the "usability" of the Smart Controllers.

All equipment essential to this project will be provided by Orange County Utilities. The equipment to be used is as follows:

1. Irrigation controllers: A maximum of 64 SMS controllers of a single brand to be selected by OCU and 64 ET controllers of a single brand to be selected by OCU. All controllers will need to be installed by contractors that attend the training event described in Task 3 and approved by OCU.

2. Irrigation meters and AMR's: Ideally each site will have a dedicated irrigation meter with AMR capabilities. Next desirable would be a utility meter (indoor + outdoor use) fitted with an AMR. Least desirable would be a utility meter without an AMR.

3. Weather stations and rainfall: It is desirable to have a well maintained and fully functional weather station capable of providing daily maximum and minimum temperature, daily maximum and minimum relative humidity, total incoming solar radiation, average wind speed, and total daily precipitation. This weather station would ideally be placed in a well irrigated area free of obstructions. Although one well maintained weather station might suffice for each of the County locations, independent rainfall monitoring, such as a tipping bucket rain gauge, will need to be established near clusters of cooperating homes, ideally with no home being more than one-half mile from a rainfall monitoring location; however, this can be adjusted to expedite project implementation. It is anticipated that up to 24 of these devices will be required.

## D. WORK BREAKDOWN STRUCTURE

The work breakdown structure associated with this project for FY2009 deliverables is described below:

Task 1: **Recipient** shall coordinate with other agencies for financial assistance and provide the project manager with a list of those agencies.
**Due Date:** September 15, 2009

Task 2: **Recipient** shall submit to the project manager the final project plan and milestones.
**Due Date:** September 15, 2009

Task 3: **Recipient** shall submit to the project manager a list of the potential residential and commercial cooperators.
**Due Date:** September 15, 2009

Task 4: **Recipient** shall submit an invoice for FY2009 tasks completed.
**Due Date:** September 15, 2009

**Recipient** shall submit Quarterly Status Report.
**Due Date:** September 30-2009

**Recipient** shall submit Quarterly Financial Report.
**Due Date:** October 30-2009

The work breakdown structure associated with this project for FY2010 deliverables is described below:

Task 5: **Recipient** shall gather water use and irrigated area data of potential cooperators and submit a report on outdoor water use and use relative to plant requirements from potential cooperators.
**Due Date:** May 31, 2010

Task 6: **Recipient** shall recruit cooperators and submit a report on the surveyed customers, recruited sites, and irrigation evaluations.
**Due Date:** August 31, 2010

Task 7: **Recipient** shall submit an invoice for FY2010 tasks completed.
**Due Date:** September 15, 2010

**Recipient** shall submit Quarterly Status Reports.
**Due Date:** December 31- 2009, March 31-2010, June 30-2010, September 30-2010

**Recipient** shall submit Quarterly Financial Reports.
**Due Date:** January 31- 2010, April 30-2010, July 31-2010, October 31-2010

The work breakdown structure associated with this project for FY2011 deliverables is described below:

Task 8: **Recipient** shall submit a report outlining recruit cooperators, purchase and equipment installation, monitoring, data collection, and preliminary survey,
**Due Date:** September 7, 2011

Task 9: **Recipient** shall submit an invoice for FY2011 tasks.
**Due Date:** September 7, 2011

**Recipient** shall submit Quarterly Status Reports.
**Due Date:** December 31- 2010, March 31-2011, June 30-2011, September 30-2011

**Recipient** shall submit Quarterly Financial Reports.
**Due Date:** January 31- 2011, April 30-2011, July 31-2011, October 31-2011

The work breakdown structure associated with this project for FY2012 deliverables is described below:

Task 10: **Recipient** shall submit final report on equipment installations and status.
**Due Date:** December 31, 2011

**Recipient** shall submit Quarterly Status Reports.
**Due Date:** December 31- 2011, March 31-2012, June 30-2012, September 30-2012

**Recipient** shall submit Quarterly Financial Reports.
**Due Date:** January 31- 2012, April 30-2012, July 31-2012, October 31-2012

The work breakdown structure associated with this project for FY2013 deliverables is described below:

**Recipient** shall submit Quarterly Status Reports.
**Due Date:** December 31- 2012, March 31-2013, June 30-2013, September 30-2013

**Recipient** shall submit Quarterly Financial Reports.
**Due Date:** January 31- 2013, April 30-2013, July 31-2013, October 31-2013

The work breakdown structure associated with this project for FY2014 deliverables is described below:

Task 11: **Recipient** shall submit a report summarizing and analyzing survey information.
**Due Date:** December 31, 2013

**Recipient** shall submit Quarterly Status Reports.
**Due Date:** December 31- 2013, March 31-2014, June 30-2014, September 30-2014

**Recipient** shall submit Quarterly Financial Reports.
**Due Date:** January 31- 2014, April 30-2014, July 31-2014, October 31-2014

The work breakdown structure associated with this project for FY2015 deliverables is described below:

Task 12: **Recipient** shall submit the Final Report outlining all irrigation data, weather, and survey data with analysis and interpretation.
**Due Date:** December 31, 2014

**Recipient** shall submit Quarterly Status Reports.
**Due Date:** December 31- 2014

**Recipient** shall submit Quarterly Financial Reports.
**Due Date:** February 15- 2015

**EXHIBIT "B2"**
**SUMMARY SCHEDULE OF TASKS AND DELIVERABLES**

"SMART" Irrigation Controller Demonstration and Evaluation
Orange County Utilities

- The schedule set forth below is based on an agreement from the date of execution to February 15, 2015

- All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.

- Payment shall be made following receipt and acceptance by the **District** in accordance with the schedule set forth below. If applicable, the **Recipient** shall submit a final invoice for payment *no later than* September 15, 2009 for FY2009 tasks, a final invoice for payment *no later than* September 15, 2010 for FY2010 tasks and a final invoice for payment *no later than* September 7, 2011 for FY2011 tasks. All other deliverables are due on the specified due dates.

- In *no event* shall the **District's** total obligation exceed the amount specified below for this **Agreement.** The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

- Total payment by the **District** for all work completed herein in FY2009, FY2010 and FY2011 *shall not exceed* the amount of $100,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

| Task No. | Deliverable(s) | Invoice Date[1] | Report Due Date | District Not-To-Exceed Payment |
|---|---|---|---|---|
| | | **Fiscal Year 2009** | | |
| 1 | Submit a list of agencies for financial assistance | N/A | September 15, 2009 | N/A |
| 2 | Submit the final project plan and milestones | N/A | September 15, 2009 | N/A |
| 3 | Submit a list of potential residential and commercial cooperators | N/A | September 15, 2009 | N/A |
| 4 | Submit an invoice for FY2009 tasks | September 15, 2009 | N/A | $50,000 |
| | Quarterly Status Reports | N/A | September 30, 2009 | N/A |
| | Quarterly Financial Report (30 days after each quarter) | N/A | October 30th | N/A |
| | | | **District Funding** | **$50,000** |
| | | **Fiscal Year 2010** | | |
| 5 | Submit a report on outdoor water use and use relative to plant requirements from potential cooperators | N/A | May 31, 2010 | N/A |
| 6 | Submit a report on the surveyed customers, recruited sites, and irrigation evaluations | N/A | August 31, 2010 | N/A |
| 7 | Submit an invoice for FY2010 tasks | September 15, 2010 | N/A | $25,000 |
| | Quarterly Status Reports | N/A | March 31st, June 30th, September 30th December 31st, | N/A |
| | Quarterly Financial Report (30 days after each quarter) | N/A | January 30th, April 30th, July 30th, October 30th | |
| | | | **District Funding** | **$25,000** |

| | | | | |
|---|---|---|---|---|
| **Fiscal Year 2011** | | | | |
| 8 | Submit Status Report outlining recruit cooperators, purchase and equipment installation, monitoring, data collection, and preliminary survey | N/A | September 7, 2011 | N/A |
| 9 | Submit to Project Manager invoice for FY2011 tasks. | September 7, 2011 | N/A | $25,000 |
| | Quarterly Status Reports | N/A | March 31st, June 30th, September 30th December 31st | N/A |
| | Quarterly Financial Report (30 days after each quarter) | N/A | January 30th, April 30th, July 30th, October 30th | N/A |
| | | | **District Funding** | **$25,000** |
| **Fiscal Year 2012** | | | | |
| 10 | Final report on equipment installations and status | N/A | December 31, 2011 | N/A |
| | Quarterly Status Reports | N/A | March 31st, June 30th, September 30th December 31st | N/A |
| | Quarterly Financial Report (30 days after each quarter) | N/A | January 30th, April 30th, July 30th, October 30th | N/A |
| | | | **District Funding** | **$0** |
| **Fiscal Year 2013** | | | | |
| | Quarterly Status Reports | N/A | March 31st, June 30th, September 30th, December 31st | N/A |
| | Quarterly Financial Report (30 days after each quarter) | N/A | January 30th, April 30th, July 30th, October 30th | N/A |
| | | | **District Funding** | **$0** |
| **Fiscal Year 2014** | | | | |
| 11 | Submit a report summarizing and analyzing survey information | N/A | December 31, 2013 | N/A |

| | | | | |
|---|---|---|---|---|
| | Quarterly Status Reports | N/A | March 31st, June 30th, September 30th, December 31st | N/A |
| | Quarterly Financial Report (30 days after each quarter) | N/A | January 30th, April 30th, July 30th, October 30th | N/A |
| | | | | |
| | | | **District Funding** | **$0** |
| **Fiscal Year 2015** | | | | |
| 12 | Submit the Final Report outlining all irrigation data, weather, and survey data with analysis and interpretation | N/A | December 31, 2014 | N/A |
| | Quarterly Status Report | N/A | December 31,2014 | N/A |
| | Quarterly Financial Report (30 days after each quarter) | N/A | February 15, 2015 | N/A |
| | | | **District Funding** | **$0** |
| | | | **Total District Funding** | **$100,000** |
| | | | Orange County Utilities & Partners' Contribution | $380,000 |
| | | | Total Estimated Project Cost | $480,000 |

## 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, September 20, 2011**

**COUNTY COMPTROLLER**

**Informational only – No Board action required**

1. Receipt of the following items to file for the record:

   a. Florida Public Service Commission Notice Of Proposed Agency Action Order Granting Petition For Exemption re: Petition for exemption under Rule 25-22.082(18), F.A.C., from issuing request for proposals (RFPs) for modernization of the Port Everglades Plant, by Florida Power & Light Company.

   b. Florida Public Service Commission Notice of Proposed Agency Action Order Approving Rule Variance re: Nuclear cost recovery clause.

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

Interoffice Memorandum

COUNTY GOVERNMENT
FLORIDA

September 7, 2011

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

FROM: Mark Jeffries, Public Affairs Director MJ

SUBJECT: Proposed Resolution to place Tax Abatement Referendum on 2012 Presidential Preference Primary Ballot
Discussion Agenda Item – September 20, 2011

At the Board of County Commissioners meeting on September 20, 2011, I will provide for your consideration a proposed resolution to place before the Orange County electorate a referendum giving the Board authority to grant property tax reductions as incentives for economic development. If approved by the Board, the referendum will be transmitted to the Orange County Supervisor of Elections for placement on the Ballot of the 2012 Presidential Preference Primary Election.

Following a brief presentation, I will ask the Board to approve the resolution, which specifies the language to be placed on the 2012 Presidential Preference Primary Election.

Please call me at 6-5909 if you have any questions.

**ACTION REQUESTED: Approval of Resolution of the Orange County Board Of County Commissioners regarding Calling a Referendum on an Economic Development Ad Valorem Tax Exemption to be Placed on the 2012 Presidential Preference Primary Election Ballot.**

# RESOLUTION

*of the*

## ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

*regarding*

## CALLING A REFERENDUM ON AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO BE PLACED ON THE 2012 PRESIDENTIAL PREFERENCE PRIMARY ELECTION BALLOT

**Resolution No. 2011-_____**

WHEREAS, Section 196.1995, Florida Statutes authorizes Counties to grant certain economic development tax exemptions under Section 3, Article VII of the Florida Constitution if the Board of County Commissioners votes to hold a referendum within its total jurisdiction to determine whether it may grant such economic development ad valorem tax exemptions; and

WHEREAS, the Board of County Commissioners of Orange County (the "Board") desires to create incentives for new businesses to locate in Orange County and to facilitate the expansion of existing businesses in Orange County; and

WHEREAS, the Board desires to call a referendum pursuant to Section 196.1995, Florida Statutes (2010), as amended by Chapter 2011-182, Laws of Florida, in order to determine whether it should be granted the authority to exempt, for a period of time of up to ten years, by ordinance up to 100% of the assessed value of all improvements to real property and of all tangible personal property made by or for the use of a new business or up to 100% of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and the net increase in all tangible personal property acquired to facilitate such expansion of an existing business.

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

***Section 1.*** ***Referendum Called.*** That a referendum is hereby called pursuant to Section 196.1995, Florida Statutes, and the Orange County Supervisor of Elections is hereby directed to present the proposed economic development tax exemption to the Orange County electorate and place the below-described ballot question on the Ballot of the 2012 Presidential Preference Primary Election. The Board further authorizes the cost of such referendum as well as the cost of communicating factual information regarding the exemption to the public, to the extent permitted by Section 106.113, Florida Statutes, to be paid from the general funds of the county and directs the county mayor to prepare and effect such budget transfers as may be necessary for that purpose.

***Section 2.*** ***Ballot Title and Question.*** The substance of the title and measure on the ballot shall read as follows:

**Title:**

AUTHORITY TO GRANT LIMITED PROPERTY TAX EXEMPTIONS FOR QUALIFIED BUSINESSES THAT CREATE NEW JOBS.

**Question:**

*Shall the Board of County Commissioners of Orange County be authorized to grant, pursuant to Section 3, Article VII of the State Constitution, property tax exemptions for new businesses and expansions of existing businesses that are expected to create new, full-time jobs in the county?*

____*Yes - For authority to grant exemptions*

____*No - Against authority to grant exemptions*

The ballot question shall also appear on the ballot in Spanish, and the county administrator, the county attorney, and the supervisor of elections are requested, authorized and directed to prepare

or obtain an accurate and appropriate Spanish translation of the above and to include it on the ballots distributed to county voters.

***Section 3.*** ***Severability.*** If any clause, section or provision of this resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

***Section 4.*** ***Effective Date.*** This Resolution shall take effect upon the date of its adoption.

ADOPTED THIS ___ DAY OF _____, 2011.

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

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memorandur**

III. DISCUSSION AGENDA
COUNTY ADMINISTRATOR
2

**AGENDA ITEM**

August 31, 2011

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

**FROM:** **James E. Harrison, Esq., P.E., Director**
**Office of Regional Mobility**

SUBJECT: September 20, 2011—Discussion Item
Horizon West Global Road Agreement Update

On May 24, 2011, Miranda Fitzgerald of Lowndes, Drosdick, Doster, Kantor and Reed, representing the below referenced Horizon West property owners, made a presentation to the Board regarding their proposal to design, engineer, and construct a network of arterial roads in exchange for impact fee credits and to satisfy concurrency requirements. Board requested staff to return with additional information.

BACKGROUND

County staff has been negotiating with a task force comprised of representatives of Horizon West Village F, Village H, and Town Center East Neighborhoods to create a "Horizon West Global Road Agreement".

This Agreement is to memorialize a plan for constructing a road network, including improvements to serve the western portion of the Horizon West Sector Planning Area, by creating a Template Agreement that can be adapted to Village F, Village H, the Town Center East neighborhoods, and the other neighborhoods in Town Center, when their owners are ready to proceed with development. This network includes improvements to:

- Seidel Road from high school site to Summerlake Boulevard
- CR 545 from Loop Road to Hartzog Road
- CR 545 from Seidel Road to Karlton Parkway
- Porter Road from Summerport Road to North Porter Road
- North Porter Road from North Port Road to New Independence Parkway
- Horizon Boulevard from CR 545 to North Porter Road
- New Independence Parkway from SR 429 to Tiny Road

Task Force members proposed to construct these road improvements to alleviate their own impacts on a "stand-alone" basis, so that each area can proceed independently of each other and other neighborhoods and villages. The execution of an agreement in accordance with the Agreement Template is intended to ensure that new development will equitably share in the cost of designing and construction of specific road improvements, in advance of the need for the improvements, to accommodate transportation impacts through build-out. Accordingly, the Agreement will establish trip generation triggers for the design, engineering, permitting, and construction of significant links in a connected road network.

This proposal is being presented to the Board in the form of a "term sheet" initially (attached), and staff and the Task Force will negotiate a final agreement, to be approved by the owners and the Board, based on Board direction.

Please call me at 407-836-5313, should you have any questions prior to the Board meeting.

**ACTION REQUESTED:** **Board direction on proceeding with negotiation of a final agreement based on the Horizon West Global Road Term Sheet. District 1.**

JEH/lab

Attachment

c: Mark V. Massaro, P.E., Director, Public Works Department
Jon Weiss, Director, Growth Management Department

# HORIZON WEST GLOBAL ROAD TERM SHEET

## Explanatory Comments

The Global Road Task Force (the "Task Force") is comprised of representatives of Corporate Neighborhoods 1 and 2 of the Town Center Village (the "Town Center East Neighborhoods"), Village F and Village H. On September 3, 2008, the Task Force submitted a proposed Term Sheet which outlined concepts for satisfying concurrency requirements by pipelining impact fees for the purpose of improving a specific network of roads in West Orange County that would provide adequate capacity to accommodate transportation impacts of Village F, Village H and the Town Center East Neighborhoods through build-out. On December 22, 2008, County staff members submitted a counter-proposal to the Task Force. Negotiations between the landowner representatives and County staff members have taken place over the intervening four (4) years. This Term Sheet includes all of the terms and concepts that have been agreed to with staff.

## Background

The Task Force proposes to memorialize a plan for constructing a road network to serve the western portion of the Horizon West Sector Planning Area in Orange County by establishing the terms and conditions that will form the basis for individualized Road Network Agreements for Village F, Village H, the Town Center East Neighborhoods. Unless expressly agreed between the County and a Signatory Owner, each Road Network Agreement must be generally consistent with the provisions of this Term Sheet. The individual Road Network Agreements are authorized by Section 163.3180(5)(h)3, Florida Statutes (2011), as a method for landowners to provide regionally beneficial road improvements in lieu of being subject to transportation concurrency.

The Road Network Agreements will provide the means for ensuring that all new development in the particular Village or in the Town Center East Neighborhoods will equitably share in the cost of designing and constructing specific road improvements, in advance of the need for the improvements. Each Road Network Agreement will establish trip generation triggers for the design, engineering, permitting and construction of significant links in a connected road network which will ensure that development does not out-pace the road improvements necessary to serve the development.

Prior to County approval of the first Preliminary Subdivision Plan or Development Plan in Village F, Village H or the Town Center East Neighborhoods, a Road Network Agreement that substantially conforms with this Term Sheet must be signed by the owners of a majority of the undeveloped acreage in the particular Village or the Neighborhoods it addresses.

**THE FOLLOWING TERMS ARE PROPOSED FOR INCLUSION IN THE ROAD NETWORK AGREEMENTS. UNLESS A SPECIFIC VILLAGE IS REFERENCED, THE TERM "VILLAGE" IS USED GENERICALLY TO MEAN VILLAGE F, VILLAGE H OR THE TOWN CENTER EAST NEIGHBORHOODS, AS APPLICABLE.**

**I. Trip Allocations Linked to Right-of-Way Dedication, Road Design and Construction Obligations.**

1. The "Signatory Owners" are those owners of land within the Village who sign a Road Network Agreement with the County that generally conforms to the provisions of this Term Sheet.

2. A "Non-signatory Owner" is any owner of undeveloped land within the Village that elects not to sign the Road Network Agreement applicable to the Village in which its property is located. Any Non-signatory Owner (i) shall not be entitled to receive any of the benefits conferred by the Road Network Agreement; (ii) shall not be obligated to comply with any of its terms and conditions; (iii) shall not be precluded from proceeding with the development of its property consistent with the provisions of the County Code including all concurrency and impact fee provisions that may be applicable at the time the Non-signatory Owner proceeds with development of its property.

3. The "Participating Owners" are all or some of the Signatory Owners who advance the funds needed for the design, engineering, permitting and construction of the Improvements allocated to the Village, as set forth on the Attachment to this Term Sheet (the "Improvements"). In the event that some of the Signatory Owners within the Village elect not to initially contribute pro-rata to the cost of the Improvements when they become due, then one or more Participating Owners shall advance, pro-rata, all of the funds needed, as applicable, (i) for the PD&E Study; (ii) for the final design, engineering and permitting costs; (iii) for the County's acquisition costs; and (iv) for the construction costs related to the Phase 1 and Phase 2 Improvements.

4. Signatory Owners must become Participating Owners before proceeding with a PSP/PD for their property. A Signatory Owner shall be designated as a Participating Owner once it has delivered to the Village Escrow Agent a cash payment in the full amount of any pro-rata contributions for the Improvements that are necessary to reimburse those Participating Owners that advanced funds to cover the Signatory Owner's share of any prior capital calls for the Improvements, plus interest at a rate to be negotiated among the Signatory Owners. Participating Owners shall not be authorized to submit an alternative impact fee study pursuant to Section ___ of the County Code.

5. The Road Network Agreement will include language that allows the designated Improvements for that Village to be built in segments, subject to County approval of the proposed road segment. As used herein, the term "Improvements" also means any road segment that may be approved by the County. The Participating Owners shall be allowed to design four-lanes,

initially build two of the four lanes ("Phase 1 of the Improvements") and later complete the four-laning of the designated Improvements ("Phase 2 of the Improvements").

6. Village F, Village H and the Town Center East Neighborhoods shall be each assigned a specific number of cumulative PM peak hour trips equal to the trips projected for the build-out development program reflected in the applicable approved SAP. The trips shall be allocated in performance stages which will ensure that the designated Improvements are completed prior to build-out of the two Villages and the Town Center East Neighborhoods. The trip totals and performance allocations are set forth in the following tables.

**Table 1**

**[NOTE: All trip figures will be based on 8th Edition ITE rates]**

| Village | Build-out Total PM Peak Hour Two-Way Trips |
|---|---|
| Village F | 4,388 |
| Village H | 5,893 |
| Town Center East Neighborhoods | 5,651 |

**Table 2**

| **Performance Thresholds and Trip Allocations** | | | |
|---|---|---|---|
| Performance Needed Prior to Receiving Designated Trip Allocation | Village F Cumulative Trip Allocation | Village H Cumulative Trip Allocation | Town Center East Cumulative Trip Allocation |
| Execute Road Network Agreement and Participating Owners to fund any PD&E Study that may be needed for that Village's Improvements as addressed in the Road Network Agreement. **12.5% Threshold:** | 549 | 737 | 706 |

| | | | |
|---|---|---|---|
| Participating Owners to fully fund and commence final design, engineering and permitting of all Improvements addressed in the Road Network Agreement, and Signatory Owners to dedicate right-of-way and easements for Phase 1 and Phase 2 Improvements.<br>**25% Threshold:** | 1,097 | 1,473 | 1,413 |
| Participating Owners to fund County acquisition of additional right-of-way needed, County to acquire right-of-way, and Participating Owners to complete final design, engineering and permitting and to commence construction of the Phase 1 Improvements (or County-approved segments) addressed in the Agreement.<br>**45% Threshold:** | 1,975 | 2,652 | 2,543 |
| Participating Owners to complete construction of the Phase 1 Improvements (or County-approved segments) addressed in the Road Network Agreement and commence construction of Phase 2 Improvements (or County-approved segments)<br>**75% Threshold:** | 3,291 | 4,420 | 4,238 |
| Once Certificate of Completion has been obtained for the Phase 2 Improvements addressed in the Road Network Agreement, all trips allocated to the Village may be used.<br>**100% Threshold:** | 4,388 | 5,893 | 5,651 |

7. With each Preliminary Subdivision Plan / Development Plan ("PSP/DP") submittal, a trip generation analysis shall be submitted indicating the total number of PM peak hour two-way trips to be generated by each development, using the trip generation rates assumed in Table 3 below.

**Table 3**

| **Road Network Agreement Trip Generation Rates** | | | |
|---|---|---|---|
| | Village H Trip Rate | Village F Trip Rate | TCE Trip Rate |
| Single Family (per unit) | 1.01 | 1.01 | 0.879 |
| Apartments (per unit) | 0.62 | 0.62 | 0.62 |
| Townhouse (per unit) | 0.52 | 0.52 | N/A |
| Retail (per 1,000 s.f.) | 4.64 | 6.64 | 4.196 |
| General Office (per 1,000 s.f.) | 1.87 | N/A | 1.159 |
| Hotel (per room) | N/A | N/A | 0.59 |
| Industrial (per 1,000 s.f.) | N/A | N/A | 0.609 |

**The trip generation rates in Table 3 above were derived using the Seventh Edition ITE Manual. Use of these rates will assure that the development programs approved for each Village in the SAP can be achieved. These rates shall be used to determine trip generation for each Village throughout the term of each Road Network Agreement irrespective of the publication of subsequent editions of the ITE Manual, or alternative trip generation calculations. Subject to applicable land use and density requirements, land use conversions can occur based on trip equivalencies using the trip rates set forth in Table 3.**

8. The trip generation analysis shall specify the number of total PM peak hour two-way trips assumed for each type of residential unit and for each 1,000 s.f. of non-residential use reflected on the PSP/PD using the trip rates set forth in Table 3. The applicable number of trips shall be confirmed by the County with the PSP/DP approval.

9. With respect only to Villages F and H, the Signatory Owners in each Village shall mutually select one Escrow Agent (the "Village Escrow Agent") who is acceptable to the County to receive and pay all funds related to the Improvements allocated to the Village and to take the other actions noted in

this Term Sheet. Town Center East shall designate a representative to fulfill the designated duties of the Escrow Agent. The record-keeping procedures to be used by the Village Escrow Agent for each Village shall be acceptable to the County and shall be specified in the Escrow Agreement applicable to each Village. The Village Escrow Agent's duties described in this Term Sheet shall be included in the Escrow Agreement. A fully copy of the fully executed Escrow Agreement shall be delivered to the County.

10. The Signatory Owners in the Village shall designate a Project Engineer for the design, engineering and permitting of the Improvements to be constructed by the Village. The County shall be expressly designated as a third party beneficiary to any agreement between the Participating Owners and the Project Engineer pertaining to the Improvements. The Project Engineer shall respond to County comments throughout the design and engineering of the Improvements.

11. Upon receipt of the required share of funding from a Participating Owner, the Village Escrow Agent shall issue a **"Certificate of Payment"** certifying to the County that the person designated on the Certificate has deposited into Escrow, either in cash or in an irrevocable letter of credit, the amount necessary to fund its share of the stage of the Improvements specified in the **Certificate of Payment**. For example, a **Certificate of Payment** that indicates payment has been received for a PD&E Study will authorize that Participating Owner to proceed with a PSP/DP for its property and to pull permits until the 12.5% trip threshold for the Village has been cumulatively reached. A **Certificate of Payment** that indicates payment has been received for final design, engineering and permitting costs will authorize a Participating Owner to pull permits until the 25% trip threshold for the Village has been cumulatively reached. A **Certificate of Payment** that indicates payment has been received for acquisition funding (as discussed in Paragraph 22 below) and for construction of the Phase 1 Improvements will authorize a Participating Owner to pull permits until the 45% trip threshold for the Village has been cumulatively reached. A **Certificate of Payment** that indicates payment has been received for construction of the Phase 2 Improvements will authorize a Participating Owner to pull permits until the 100% trip threshold for the Village has been cumulatively reached. Following approval of a PD within a Village, any applicant seeking development approval for land within the PD must present to the County a **Certificate of Payment** at the time its application is filed which confirms that the Village Escrow Agent has received the required payments and that County approvals may be obtained within the trip threshold designated in the **Certificate of Payment**.

12. Any letters of credit placed into Escrow as a means of securing any of the required costs be in a form acceptable to the County, must name the Escrow Agent as the beneficiary and must be assignable to the County.

13. The scope of any PD&E studies shall be limited to identification of appropriate alignment, retention areas, environmental impacts and right-of-way needs (in particular for those properties not in the control of the Signatory Owners within the Village). A scope of services shall be agreed upon by the Project Engineer and the County Engineer for the PD&E studies.

14. Once the final design, engineering and permitting of the Phase 1 and Phase 2 Improvements has been completed, the Signatory Owners in the Village shall convey to the County the right-of-way in their ownership (including all areas necessary for water retention for each four-lane road segment), as well as temporary drainage easements, construction easements, slope easements and other necessary easements, in accordance with standard County requirements.

15. Right-of-way not in control of the Signatory Owners within a Village shall be condemned by the County. However, no acquisition process shall be commenced until the Village Escrow Agent, on behalf of the Participating Owners, has deposited with the County Comptroller, in escrow, the County's projected cost of the acquisition, plus a 20% contingency factor. The County Comptroller shall notify the County Legal Department and the County Engineering Department that the required funding has been received. The County Comptroller shall hold in escrow the funds received from the Village Escrow Agent in escrow and disburse them as provided in Subparagraph 31(d) of this Term Sheet.

16. Prior to the County's approval of final design and engineering plans for the first Preliminary Subdivision Plan or Development Plan ("PSP/DP") in the Village, the Village Escrow Agent must issue a **"PD&E Certificate"** that confirms in writing to the County that the Village Escrow Agent has received into escrow either cash or irrevocable letters of credit from the Participating Owners in the total amount of the anticipated costs for any required PD&E Study. The cost of the PD&E Study shall be based on the Project Engineer's preliminary estimate as approved by the County. If no PD&E Study is required for the Village, the County Engineer shall notify the Village Escrow Agent that no PD&E Study is required for the particular Village.

17. Upon the Village Escrow Agent's issuance of the **PD&E Certificate** for a particular Village, or upon the Village Escrow Agent's receipt of the County Engineer's notice that no PD&E Study is required, the Participating Owners in the Village shall be immediately authorized to use 12.5 percent of its total trip allocation. **[Note for Landowner Group: At the time the County Engineer issues a notice that no PD&E Study is required for Improvements in a Village, there will only be Signatory Owners and Non-signatory Owners. There would not have been a previous capital call through which you would be able to determine who the Participating Owners are. In that case, should all the Signatory Owners have a right to share in the 12.5% trip threshold? This would only be an issue if Village F or H will not**

**have to do a PD&E Study, assuming TCE continues to have only one owner through this phase of the project.]**

18. The Village Escrow Agent shall subsequently issue a **"12.5% Trip Threshold Notification"** to the County and the Signatory Owners in the Village indicating that the 12.5% trip threshold has been reached. Following issuance of this Notification by the Village Escrow Agent, the County shall not issue any additional permits until Participating Owners have fully funded the final design, engineering and permitting needed for the Phase 1 and Phase 2 Improvements and commenced the final design and engineering work.

19. The Village Escrow Agent shall issue a **"Final Design and Engineering Certificate"** that confirms in writing to the County that the Village Escrow Agent has received into escrow either cash or irrevocable letters of credit from the Participating Owners in the total amount of the anticipated costs for the final design, engineering and permitting of the Phase 1 and Phase 2 Improvements and that the final design and engineering work has commenced. The cost of the final design, engineering and permitting shall be based on the Project Engineer's preliminary estimate as approved by the County. **[Note to Landowner Group: Should a contingency fee be collected at this time?]**

20. Upon the Village Escrow Agent's issuance of the **Final Design and Engineering Certificate,** the Participating Owners in that Village shall be immediately authorized to use 25% of the Village's total trip allocation.

21. The final design, engineering and permitting of the Phase 1 and Phase 2 Improvements must be commenced prior to issuance of a building permit that could cause the Village to cumulatively generate more than 25% of the total number of PM peak hour two-way trips allocated to the Village. In addition, all right-of-way for the Phase 1 and Phase 2 Improvements that is owned or controlled by Signatory Owners within the Village shall be dedicated to the County prior to issuance of a building permit that would cause the Village to cumulatively generate more than 25% of the Village's total trip allocation. The Village Escrow Agent shall notify the County and the Signatory Owners in the Village, in writing, when the 100% engineering plans have been approved and when the County has accepted the dedication of the Signatory Owners' right-of-way for the Phase 1 and Phase 2 Improvements.

22. The Village Escrow Agent shall subsequently issue a **"25% Trip Threshold Notification"** to the County and the Signatory Owners in the Village indicating that the 25% trip threshold has been reached. Following issuance of this Notification by the Village Escrow Agent, the County shall not issue any additional permits until all right-of-way and easements needed for the Phase 1 and Phase 2 Improvements have been acquired by the County through dedication or acquisition, final design, engineering and permitting for the Phase 1 and Phase 2 Improvements has been completed, and construction of the Phase 1 Improvements has commenced.

23. The Village Escrow Agent shall issue an **"Acquisition and Phase 1 Commencement Certificate"** confirming in writing that an amount equal to the estimated acquisition costs plus a 20% contingency factor and the construction contract amount for the Phase 1 Improvements is on deposit, in escrow, with the County Comptroller, in either cash or irrevocable letters of credit, received from the Participating Owners in the Village and that the pre-construction conference between the County and the contractor has been held for commencement of the Phase I Improvements.

24. Upon the Village Escrow Agent's issuance of the **Acquisition and Phase 1 Commencement Certificate,** the Participating Owners in that Village shall be immediately authorized to use 45% of the Village's total trip allocation.

25. The Village Escrow Agent shall subsequently issue a **"45% Trip Threshold Notification"** to the County and the Signatory Owners in the Village indicating that the 45% trip threshold has been reached. Following issuance of this Notification by the Village Escrow Agent, the County shall not issue any additional permits until a Certificate of Completion has been issued for the Phase 1 Improvements and construction of the Phase 2 Improvements has commenced.

26. The Village Escrow Agent shall issue a **"Phase I Completion and Phase 2 Commencement Certificate"** to notify the County and the Signatory Owners in the Village, in writing, (i) that construction of the Phase 1 Improvements has been completed, (ii) that the Participating Owners have funded the construction contract amount for the Phase 2 Improvements in either cash or irrevocable letters of credit, and (iii) that the pre-construction conference between the County and the contractor has been held for commencement of the Phase 2 Improvements

27. Upon the Village Escrow Agent's issuance of the **Phase 1 Completion and Phase 2 Commencement Certificate,** the Participating Owners in that Village shall be immediately authorized to use 75% of the Village's total trip allocation.

28. The Village Escrow Agent shall subsequently issue a **"75% Trip Threshold Notification"** to the County and the Signatory Owners in the Village indicating that the 75% trip threshold has been reached. Following issuance of this Notification by the Village Escrow Agent, the County shall not issue any additional permits until a Certificate of Completion has been issued for the Phase 2 Improvements.

29. Following issuance of the Certificate of Completion for the Phase 2 Improvements, the Village Escrow Agent shall issue a **"Phase 2 Completion Certificate,"** and the Participating Owners in that Village shall be immediately authorized to use 100% of its trip allocation.

II. **Impact Fee Credits; County's and Village Escrow Agent's Responsibilities.**

30. The County shall establish a single impact fee credit account for the benefit of the Village's Participating Owners. The Village Escrow Agent shall have the responsibility for also establishing an impact fee credit ledger for the Village and impact fee credit sub-accounts for each of the Participating Owners based on the contributions received.

31. **NEW IMPACT FEE CREDIT CONCEPT DISCUSSED AT 8/25/11 MEETING:** The County shall award 100% impact fee credits for all monetary contributions made by Participating Owners toward the Improvements, subject to the following limitations and restrictions.

(a) The amount of road impact fee credits awarded separately to Village F and to Town Center East per lane mile of the Improvements each of these Villages is constructing shall be capped (the "Impact Fee Credit Cap") at 65% of the established countywide average cost of road construction per lane mile for all roads constructed by the County (the "Countywide Average Cost"). In 2010, the Countywide Average Cost was $2,767,040.

(b) The Countywide Average Cost shall be $2,767,040 until the currently adopted Road Impact Fee Study is updated. Thereafter, the Countywide Average Cost shall be taken from the County's most current Road Impact Fee Study, provided that the most current Road Impact Fee Study is not more than two (2) years old at the time the Impact Fee Credit Cap applicable to Village F and Town Center East is determined.

(c) For Village H, the total amount of road impact fee credits awarded per lane mile for the C.R. 545 Improvements shall be capped at 65% of the County's cost per lane mile for reconstructing C.R. 535. The County spent $_____ per lane mile to reconstruct C.R. 535 as a four-lane facility in 2010 **[?]**. This amount shall serve as the base amount for determining the Impact Fee Credit Cap applicable to Village H.

(d) In the event the most current Road Impact Fee Study or the C.R. 535 reconstruction cost figure is more than two (2) years old any the time the Impact Fee Credit Cap is calculated, then the Countywide Average Cost shall be determined from the County's most current comparable road construction cost data, and the base amount of the C.R. 535 reconstruction cost shall be adjusted by applying same percent of increase or decrease that would be applicable to the Countywide Average Cost. **[Is this language clear enough? How easy would this alternative method be to use? Is there a better way to update**

**the County's average road construction cost figures if the Road Impact Fee Study is more than two years old?]**

(e) The Impact Fee Credit Cap for each Village shall be updated at such time as each award of impact fee credits is made to that Village until all Improvements for each Village are completed, at which time the final award of impact fee credits per Village shall be finalized. The intent is that the dollar amount of the Impact Fee Credit Cap shall adjust periodically through the term of the construction of Improvements, but at no time shall the total amount of impact fee credits awarded for the Improvements in Village F or Town Center East exceed 65% of the Countywide Average Cost, and at no time shall the total amount of impact fee credits awarded to Village H exceed 65% of the C. R. 535 reconstruction cost base amount, as adjusted from time to time in accordance with the provisions of Subparagraph 31(d).

(f) Each time road impact fee credits are awarded, the County **? [Designate which staff position will do this]** shall notify the Village Escrow Agent or Town Center East Representative, as applicable, in writing of the cumulative amount of impact fee credits that have been awarded to the Village, and the amount of impact fee credits remaining to reach the then-current Impact Fee Credit Cap for that Village. Each such notice given by the County shall supersede all prior notices of the cumulative impact fee total and the amount of impact fees credits remaining to reach the Impact Fee Credit Cap

32. Impact fee credit amounts as indicated below shall be awarded at the times noted in the following Subparagraphs and shall be subject to the Impact Fee Credit Cap.

(a) Right-of-way and easements dedicated by Signatory Owners to the County for the Improvements shall be eligible for impact fee credits in the amount of $22,500 per acre in accordance with Section ___ of the County Code. **[Add cite for APF credit provision.]** Impact fee credits for the dedication of right-of-way and easements for the Improvements shall be awarded promptly following the County's acceptance of the dedication.

(b) The following expenses shall be eligible dollar-for-dollar for impact fee credits, subject to the Impact Fee Credit Cap: All expenses related to the Improvements, including acquisition of right-of-way from Non-Signatory Owners, PD&E studies, design expenses, engineering expenses, permitting expenses, mitigation expenses, maintenance of traffic ("MOT") costs, construction costs, permit and inspection fees.

(c) Impact fee credits for final design and engineering expenses shall be awarded at 30%, 60%, 90% and 100% plans' completion. The Village Escrow Agent shall certify to the County the final design and

engineering expenses following County approval of 30%, 60%, 90% and 100% plans' completion. County approval shall be required if, during the course of plans' review, the cumulative amount of any change orders exceed ten (10) percent of the Projects Engineer's estimate of the design or engineering expenses.

(d) Acquisition costs shall include the costs incurred by the County to condemn right-of-way needed for the Improvements from Non-Signatory Owners or other persons, including legal fees and expert witness fees. The amount of the credits shall initially be based on the County's estimate of the value of the right-of-way to be acquired and the County's estimate of the amount of legal fees and expert witness fees that will be awarded to the landowner, plus a 20% contingency. Impact fee credits shall be awarded upon the County's receipt of the **Acquisition and Phase 1 Commencement Certificate**, and the escrowed funds shall be released to the County as needed during the course of the acquisition. Following completion of the acquisition process, there shall be a "true up" procedure in which any excess impact fee credits granted for the acquisition costs will be relinquished by the Participating Owners who received the credits or, alternatively, if the amount previously contributed for the acquisition is insufficient, the Participating Owners shall pay to the Village Escrow Agent the necessary additional funds. The Village Escrow Agent shall then deliver the additional funds to the County Comptroller, in escrow, for the County's use. The County shall award impact fee credits for any additional funds contributed for the acquisition at the conclusion of the acquisition, and the County Comptroller shall then release to the County any funds remaining in the escrow account.

(e) Impact fee credits for construction of the Phase 1 Improvements shall be awarded to the applicable Village upon the County's receipt of the **Acquisition and Phase 1 Commencement Certificate**.

(f) Impact fee credits for construction of the Phase 2 Improvements shall be awarded upon the County's receipt of the **Phase 1 Completion and Phase 2 Commencement Certificate.**

(g) If at any time during the construction of the Improvements, it is necessary to pay for change orders in excess of the construction contract amount, the Village Escrow Agent shall notify the County of the additional amount contributed by the Participating Owners, and the County shall increase the Impact Fee Credit Account by the same **[R.A. suggested "applicable" in lieu of "same"]** amount. County approval shall be required if the cumulative amount of the change orders exceed ten (10) percent for either the Phase 1 Improvements or the Phase 2 Improvements.

33. The Village Escrow Agent shall pay from the Escrow Account invoices received from the Project Engineer, other design professionals and the General Contractor who have been selected by the Signatory Owners for the expenses related to any PD&E Study, design, engineering, permitting, and construction of the Phase 1 and/or Phase 2 Improvements.

34. Following issuance of the Certificate of Completion for the Phase 1 Improvements, the Village Escrow Agent shall certify to the County and to the Signatory Owners the total amounts spent for the Phase I Improvements, and the County's Impact Fee Credit Account shall be reconciled with the Impact Fee Credit ledger maintained by the Village Escrow Agent.

35. Also, following issuance of the Certificate of Completion for the Phase 2 Improvements, the Village Escrow Agent shall certify to the County and to the Signatory Owners the total amounts spent for the Phase 2 Improvements, and the County's Impact Fee Credit Account shall be reconciled with the Impact Fee Credit ledger maintained by the Village Escrow Agent.

36. A Participating Owner shall notify the Village Escrow Agent if it desires to sell some or all of the impact fee credits in its particular sub-account, or the Participating Owner may retain its impact fee credits for its own use.

37. In the event a Participating Owner that has received impact fee credits wishes to obtain building permits for its own use, that Participating Owner shall from time to time provide the Village Escrow Agent with a statement from the County indicating the amount of impact fees that have been determined for the number and type of building permits desired. If the amount of impact fee credits in the Participating Owner's sub-account equals or exceeds the amount of impact fees on the County's statement, the Village Escrow Agent shall then issue to the Participating Owner an **"Impact Fee Credit Voucher"** based upon the County's determination of impact fees for the desired building permits. The Village Escrow Agent shall then deduct the dollar value of the **Impact Fee Credit Voucher** from both (i) the Participating Owner's sub-account, and (ii) the Village's overall impact fee credit account. The Participating Owner shall present the **Impact Fee Credit Voucher** to the County at the time building permits are requested (in lieu of the County receiving the impact fee payment), and the County shall deduct the dollar value noted on the **Impact Fee Credit Voucher** from the Impact Fee Credit Account.

38. If a Participating Owner has authorized the assignment of some or all of the dollar value of the impact fee credits in its previously-established sub-account as part of a sale of all or a portion of the Participating Owner's land, the Assignee shall then pay to the Village Escrow Agent the dollar amount of the impact fee credits to be assigned. The Village Escrow Agent shall then establish an impact fee credit sub-account for the Assignee in the appropriate amount, and forward the funds received to the assigning Participating Owner.

Thereafter, the Assignee may pull building permits under the process for a Participating Owner as set forth in Paragraph 36 above.

39. If no impact fee credits or an insufficient amount of impact fee credits are available for sale at the time a Participating Owner or Assignee desires to pull a permit, the person desiring the permit shall pay to the Village Escrow Agent an amount equal to the impact fees that the County would charge for issuing the permit (as determined by the County). The Village Escrow Agent shall then pay to the County the required impact fees ***"Under Protest"*** for the permit that will be requested by the Participating Owner or Assignee. At such time as the County awards additional impact fee credits to the Village, the County shall refund to the Village Escrow Agent the same dollar amount that was paid "Under Protest," in accordance with the provisions of Section 23-95(h) of the County Code, or a successor provision. **[Randi still needs to review this Code section]** The Village Escrow Agent shall deposit the refunded amount in the Village Escrow Account for use in designing, engineering, permitting or constructing the Improvements.

40. If a Participating Owner that has an allocation of impact fee credits directs the Village Escrow Agent to do so, the Village Escrow Agent shall make the impact fee credits available for sale first to builders or landowners within the same Village and then to other property owners whose land is located within other Villages in Horizon West for an amount ***no greater than*** the County's then-applicable impact fee rate, so long as the Participating Owner who desires to sell impact fee credits has previously satisfied all funding requirements that have previously accrued within that Village, plus the payment of interest at the prime rate as reported daily in the Wall Street Journal. Neither the Village Escrow Agent nor a Participating Owner may offer impact fee credits for sale to property owners who intend to use such credits for development located outside of Horizon West.

41. Until such time as all of the Phase 2 Improvements have been completed, Signatory Owners shall not be allowed to pay impact fees directly to the County. Any building permit applicant must buy impact fee credits that are available from the Village Escrow Agent in the following order: (i) credits available from Participating Owners in the Village where the building will be located; or (ii) credits available from Participating Owners in the other Villages that have signed Road Network Agreements. The sale of impact fee credits shall occur in the order in which the Village Escrow Agent was notified that impact fee credits are available for sale.

42. On quarterly basis, the Village Escrow Agent shall provide the County and the Signatory Owners in the Village with a written statement of the amount of money plus the value of the irrevocable letters of credit collected during that quarter and cumulatively, as well as the cumulative amount of impact fee credits that the County has awarded to the Village as of the date of the statement. The statement shall also include the County's most recent

information on the amount of impact fee credits remaining to be issued until the Impact Fee Credit Cap is reached.

43. The Village Escrow Agent shall also have the responsibility of keeping an accurate ledger of the number of total PM peak hour two-way trips allocated to each building permit issued within the Village and confirmed by the County for each building permit issued, using the trip rates set forth in Table 3 above. It shall be the permit applicant's responsibility to provide the Village Escrow Agent with the County's confirmation of the total PM peak hour two-way trip allocation for the building permit or permits that will be requested prior to receiving from the Village Escrow Agent an **Impact Fee Credit Voucher** that can be presented to the County at the time building permits are requested.

44. On a quarterly basis, the Village Escrow Agent shall provide the County and the Participating Owners in the Village with a copy of the ledger showing the cumulative number of total PM peak hour two-way trips that have been allocated during the prior quarter for development within the Village and cumulatively. This ledger shall also indicate the amount of trips remaining to be allocated before the next performance and trip threshold is reached, as set forth in Table 2 above.

45. Once the Village Escrow Agent has allocated all of the trips in the Village's 100% trip allocation as set forth in Table 2 above, then any land in the Village which has not previously been allocated trips from the Village's trip allocation shall immediately become subject to all applicable transportation concurrency requirements, if any are in effect at that time.

46. Once all of the designated Improvements have been completed ***and*** all of the Village Impact Fee Credit sub-accounts have been depleted, the County shall begin collecting impact fees at the then-current rates for any additional development inside the Village.

47. Through continued compliance with the terms and conditions of each Village's Road Network Agreement, the Participating Owners in that Village, their successors and assigns, shall be exempt from transportation concurrency through full build-out of the Village, for so long as a concurrency concept is applicable to Horizon West. In the event, the Florida Legislature or the Orange County Commission abolishes transportation concurrency in Horizon West, each Road Network Agreement shall remain in effect, but the corresponding Village will be able to proceed to buildout in accordance with the terms of the approved SAP and approved PD's even if the total number of trips in Table 1 is exceeded. The trip thresholds set forth in Table 2 will still be used to establish the amount of development that can occur before the next mitigation measure is required.

48. For so long as the County continues to collect road impact fees for development within Horizon West, the Road Network Agreements shall remain in full force and effect. In the event road impact fee collections are

abolished in Orange County and are fully replaced with a transportation mobility fee or some other fee related to the use of capacity on the County's road network, the Road Network Agreements shall remain in full force and effect except that that name of the new fee shall be automatically substituted for the term "impact fees" throughout the text of the Road Network Agreements. The parties acknowledge that a mobility fee may include components for pathways and/or transit operations that are not included as part of the impact fee formula. Notwithstanding that circumstance, the mobility fee shall be used dollar-for-dollar in the same manner that impact fees are used under the terms of the Road Network Agreements. The County understands and agrees that the provisions of the Road Network Agreements may vary from the mobility fee use and structure applicable to other property owners in the County. In the event that the County continues to collect road impact fees for development in Horizon West, but those impact fees are supplemented by additional fees that do not fully replace road impact fees, the parties to the Road Network Agreements shall meet to determine what modifications, if any, are needed to the Road Network Agreements to reflect the then-current fee structure related to the use of capacity on the County's road network. The parties shall work cooperatively to make the appropriate revisions to the Road Network Agreements.

## ATTACHMENT

## Improvements to be Constructed by each Village

### Village F

Phase 1 Improvements

- Seidel Road from High School Site to Summerlake Boulevard - Design 4 lanes/Build 2 lanes (to be built in segments if Village and County agree on length, cross-section and connectivity).

Phase 2 Improvements

- Seidel Road from High School site to Summerlake Boulevard – Build final 2 lanes (to be built in segments if Village and County agree on length, cross-section and connectivity).

### Village H

Phase 1 Improvements

- CR 545 from South Leg of Loop Rd to Hartzog Road – Widen to 4 lanes.
- CR 545 from Hartzog Road to Seidel Road – Widen to 4 lanes.

Phase 2 Improvements

- (Segment a) CR 545 from Seidel Road to Phil Ritson Way – Widen to 4 lanes.
- (Segment b—to be constructed after Segment a) CR 545 from Phil Ritson Way to Karlton Parkway – Widen to 4 lanes.

### Town Center East (Corporate Neighborhoods 1 and 2 of Town Center)

Phase 1 Improvements

- Porter Road (K2 North) from Summerport N. to N. Porter Road - Design 4 lanes Build 2 lanes.
- N. Porter Road (L) from N. Porter Road to New Independence Parkway - Design 4 lanes/Build 2 lanes.
- Horizon Blvd. (T-1) from CR 545 to N. Porter Road – Design 4 lanes /Build 2 lanes.
- New Independence (M-4) from SR 429 to Tiny Road - Design 4 lanes/Build 2 lanes.

Phase 2 Improvements

- Porter Road (k2) from Summerport N. to N. Porter Road – Build final 2 lanes.
- N. Porter Road (L) from N. Porter Road to New Independence Parkway - Build final 2 lanes.
- Horizon Blvd. (T-1) from CR 545 to N. Porter Road – Build final 2 lanes.

- New Independence (M-4) from SR 429 to Tiny Road - Build final 2 lanes.

**Other Owners (Corporate Neighborhoods 3, 4 and 5 of Town Center)**

Phase 1 Improvements

- CR 545 from Karlton Blvd. to Horizon Blvd. – Build 4 lanes.
- CR 545 from Horizon Blvd. to New Independence - Build 4 lanes.
- New Independence (M-2) from CR 535 to SR 429 - Build final 2 lanes.

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memorandum**

III. DISCUSSION AGENDA
UTILITIES DEPARTMENT
1

September 12, 2011

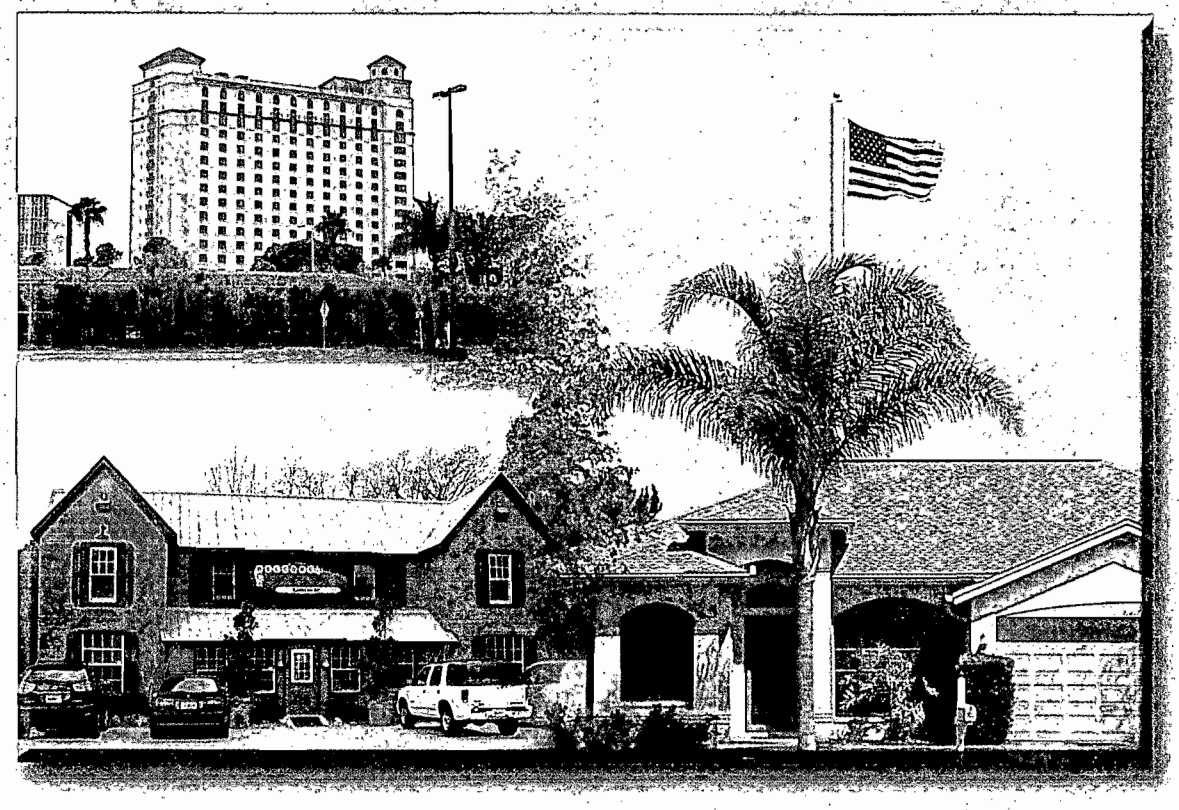
**TO:** Mayor Teresa Jacobs
and Board of County Commissioners

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

**SUBJECT:** **BCC AGENDA ITEM – Discussion Agenda**
**September 20, 2011 BCC Meeting**
**Landfill Gas to Energy**
**Contact Person: James Becker, Manager**
**Utilities Solid Waste Division**
**407-254-9660**

A representative from Solid Waste Association of North America will be presenting the Solid Waste Division with the Golden Excellence Award for Landfill Gas Utilization, and the Solid Waste Division Manager will be making a presentation to the BCC regarding the landfill gas to energy system at the Orange County Landfill.

Board action is not required at this time.



Orange County

# Board of Zoning Adjustment

# RECOMMENDATIONS BOOKLET

## SEPTEMBER 1, 2011

Prepared by:
Growth Management Department, Orange County Zoning Division

ORANGE COUNTY GOVERNMENT
FLORIDA

# ORANGE COUNTY GOVERNMENT

# BOARD of ZONING ADJUSTMENT (BZA)

| | |
|---|---|
| Scott Richman<br>***Vice Chairman*** | District #1 |
| Johnny Alderman | District #2 |
| Jamie Poulos | District #3 |
| Peter Betterman<br>***Chairman*** | District #4 |
| Zachary Seybold | District #5 |
| Ka'Juel J. Washington | District #6 |
| Rebecca E. Martinez | At Large |

# *ORANGE COUNTY ZONING DISTRICTS*

## ***Agricultural Districts***

| | |
|---|---|
| A-I | Citrus Rural |
| A-2 | Farmland Rural |
| A-R | Agricultural-Residential District |

## ***Residential Districts***

| | |
|---|---|
| R-CE | Country Estate District |
| R-CE-2 | Rural Residential District |
| R-CE-5 | Rural Country Estate Residential District |
| R-l, R-IA & R-lAA | Single-Family Dwelling District |
| R-lAAA & R-lAAAA | Residential Urban Districts |
| R-2 | Residential District |
| R-3 | Multiple-Family Dwelling District |
| X-C | Cluster Districts (where *X* is the base zoning district) |
| R-T | Mobile Home Park District |
| R-T-I | Mobile Home Subdivision District |
| R-T-2 | Combination Mobile Home and Single-Family Dwelling District |
| R-L-D | Residential -Low-Density District |
| N-R | Neighborhood Residential |

## ***Non- Residential Districts***

| | |
|---|---|
| P-O | Professional Office District |
| C-l | Retail Commercial District |
| C-2 | General Commercial District |
| C-3 | Wholesale Commercial District |
| I-IA | Restricted Industrial District |
| 1-1/1-5 | Restricted Industrial District |
| 1-2/1-3 | Industrial Park District |
| 1-4 | Industrial District |

## ***Other District***

| | |
|---|---|
| P-D | Planned Development District |
| U-V | Urban Village District |
| N-C | Neighborhood Center |
| N-A-C | Neighborhood Activity Center |

## *VARIANCE CRITERIA*

1. Section 30-43 of the Orange County Code Stipulates specific standards for the approval of variances. No application for a zoning variance shall be approved unless the Board of Zoning Adjustment finds that all of the following standards are met:

2. Special Conditions and Circumstances – Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. Zoning violations or nonconformities on neighboring properties shall not constitute grounds for approval of any proposed zoning variance.

3. Not Self-Created – The special conditions and circumstances do not result from the actions of the applicant. A self-created hardship shall not justify a zoning variance; i.e., when the applicant himself by his own conduct creates the hardship which he alleges to exist, he is not entitled to relief.

4. No Special Privilege Conferred – Approval of the zoning variance requested will not confer on the applicant any special privilege that is denied by the Chapter to other lands, buildings, or structures in the same zoning district.

5. Deprivation of Rights – Literal interpretation of the provisions contained in this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Chapter and would work unnecessary and undue hardship on the applicant. Financial loss or business competition or purchase of the property with intent to develop in violation of the restrictions of this Chapter shall not constitute grounds for approval.

6. Minimum Possible Variance – The zoning variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.

7. Purpose and Intent – Approval of the zoning variance will be in harmony with the purpose and intent of this Chapter and such zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

## *SPECIAL EXCEPTION CRITERIA:*

Subject to Section 38-78, in reviewing any request for a Special Exception, the following criteria shall be met:

1. The use shall be consistent with the Comprehensive Policy Plan.

2. The use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.

3. The use shall not act as a detrimental intrusion into a surrounding area.

4. The use shall meet the performance standards of the district in which the use is permitted.

5. The use shall be similar in noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.

6. Landscape buffer yards shall be in accordance with Section 24-5, Orange County Code. Buffer yard types shall track the district in which the use is permitted.

In addition to demonstrating compliance with the above criteria, any applicable conditions set forth in Section 38-79 shall be met.

# ORANGE COUNTY BOARD OF ZONING ADJUSTMENT
# RECOMMENDATIONS
# SEPTEMBER 1, 2011

| PUBLIC HEARING # | APPLICANT | DISTRICT # | BZA RECOMMENDATIONS | PAGE #'s |
|---|---|---|---|---|
| SE-11-09-072 | Starchild Academy Inc. | 2 | Continued to October 6, 2011 BZA meeting | 1 |
| VA-11-09-073 | Charles Breidenback | 5 | Approved/conds. | 9 |
| VA-11-09-074 | Richard & Lynnet Reiner | 2 | Approved | 13 |
| SE-11-09-075 | Douglas Guilfoyle | 5 | Approved/conds. | 18 |
| VA-11-09-076 | Dr. P. Phillips Foundation | 1 | Approved/conds. | 30 |
| VA-11-09-077 | Timothy McCoach | 5 | Approved/conds. | 36 |
| SE-11-09-078 | Dan Berry | 6 | Denied | 43 |
| VA-11-10-079 | Solomon Schick | 5 | Approved | 55 |
| VA-11-10-080 | Jose M. Serdou | 1 | Approved | 61 |
| VA-11-10-081 | Robert Turner | 2 | Approved/conds. | 67 |
| SE-11-07-055 | Karl Smith-Continued from 7/7/11 | 1 | Approved/conds. | 71 |
| VA-11-09-070 | Dellagio – Continued from 8/4/11 | 1 | Continued to October 6, 2011 BZA meeting | 80 |

**STARCHILD ACADEMY INC - SE-11-09-072**

**REQUEST:** Special Exception in R-1AA zone to expand existing child care facility.
(NOTE: Applicant proposes a new 6780 sq. ft. building behind existing child care building and an increase of children from 350 to 450)

**ADDRESS:** 1550 N Wekiwa Springs Rd., 2323 E Welch Rd.

**LOCATION:** Northwest corner of N. Wekiwa Springs Rd. and E. Welch Rd.

**S-T-R:** 36-20-28

**TRACT SIZE:** 4.41 acres

**DISTRICT#:** 2

**LEGAL:** COMM NE COR OF SE1/4 OF NW1/4 TH RUN N 88 DEG W 30 FT S 445.79 FT N 88 DEG W 6.50 FT TO POB TH S 110 FT S O3 DEG W 173.69 FT N 88 DEG W 215.36 FT N 01 DEG E 57.65 FT W 431.90 FT N 01 DEG E 229.90 FT S 88 DEG E 653.34 FT TO POB SEE 5823/1213

**PARCEL ID:** 36-20-28-0000-00-008 36-20-28-0000-00-035

**DECISION:** Continued to the October 6, 2011 BZA meeting due to redesigning the plan. (unanimous)

URBAN DESIGN PLANNING ENGINEERING
SKConsortium, Inc.
1053 N. ORLANDO AVE. • SUITE 3 • MAITLAND • FLORIDA 32751
TELEPHONE 407-629-4288 • FACSIMILE 407-629-1856 • EB# 7080

July 1, 2011

Orange County Board of Zoning Adjustment
201 S. Rosalind Avenue
Orlando, Florida 32802

Re: Special Exception Approval Request
StarChild Academy Expansion
Apopka, Florida

Dear Sir:

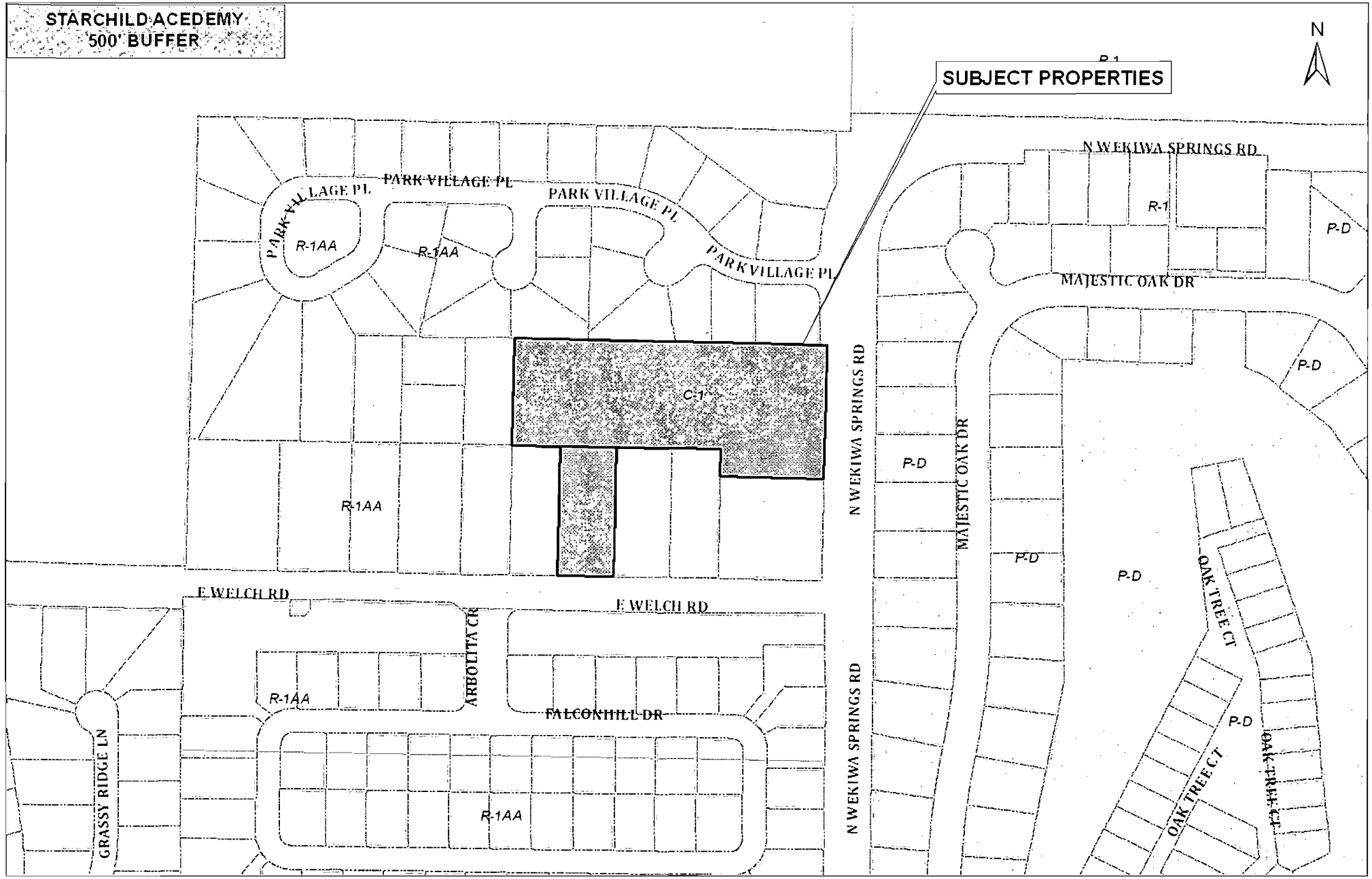
On behalf of StarChild Academy, Inc. we are pleased to submit Special Exception application, fees and support documents for the above referenced project.

StarChild Academy is an existing daycare facility located at 1550 N. Wekiwa Springs Road in Apopka. The 4.41-acre site is currently zoned C-1 and R-1AA. A Special Exception approval is required for a daycare facility in R-1AA zoning district. Attached herewith you will find background information of existing development, proposed expansion, and justification of compliance with Special Exception Criteria of Section 38-78, Orange County Code.

StarChild Academy has been at this location for more than 10 years, providing daycare services for residents of Apopka, Longwood, Altamonte Springs and surrounding communities. It offers exceptional educational programs. The facility ground has been well maintained. An expansion is out of necessity in response to growing demand. Your favorable review and approval will be greatly appreciated.

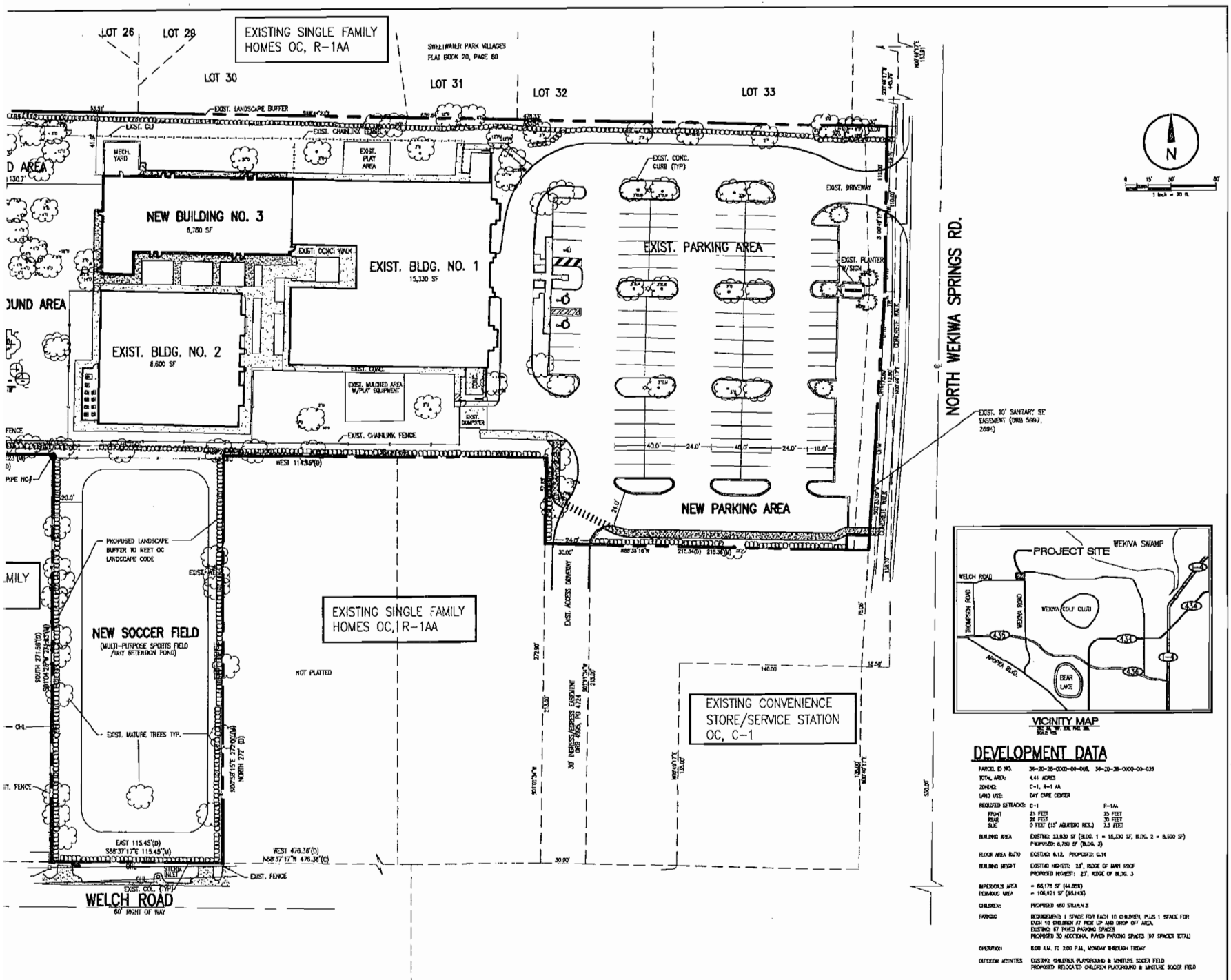
Sincerely,

Casidys Suvongse
Principal


STARCHILD ACEDEMY
500' BUFFER
SUBJECT PROPERTIES
N
N WEKIWA SPRINGS RD
PARK VILLAGE PL
PARK VILLAGE PL
PARK VILLAGE PL
PARK VILLAGE PL
R-1AA
R-1AA
R-1AA
C-1
R-1
P-D
MAJESTIC OAK DR
P-D
N WEKIWA SPRINGS RD
MAJESTIC OAK DR
P-D
P-D
P-D
OAK TREE CT
E WELCH RD
E WELCH RD
ARBOLITA CR
R-1AA
FALCONHILL DR
GRASSY RIDGE LN
R-1AA
N WEKIWA SPRINGS RD
P-D
OAK TREE CT
OAK TREE CT

526

3







## DEVELOPMENT DATA

| | |
|---|---|
| PARCEL ID NO. | 34-20-28-0000-00-005, 34-20-28-0000-00-035 |
| TOTAL AREA: | 4.41 ACRES |
| ZONING: | C-1, R-1 AA |
| LAND USE: | DAY CARE CENTER |
| REQUIRED SETBACKS: | C-1 / R-1AA |
| FRONT | 25 FEET / 25 FEET |
| REAR | 20 FEET / 30 FEET |
| SIDE | 0 FEET (15' ADJ'TO RES.) / 7.5 FEET |
| BUILDING AREA | EXISTING: 23,830 SF (BLDG. 1 = 15,330 SF, BLDG. 2 = 8,500 SF) PROPOSED: 6,750 SF (BLDG. 3) |
| FLOOR AREA RATIO | EXISTING: 0.12, PROPOSED: 0.16 |
| BUILDING HEIGHT | EXISTING MAXIMUM: 28', RIDGE OF MAIN ROOF PROPOSED MAXIMUM: 23', RIDGE OF BLDG. 3 |
| IMPERVIOUS AREA | = 66,178 SF (44.85%) |
| PERVIOUS AREA | = 106,921 SF (55.15%) |
| CHILDREN: | PROPOSED 480 STUDENTS |
| PARKING | REQUIREMENT: 1 SPACE FOR EACH 10 CHILDREN, PLUS 1 SPACE FOR EACH 10 CHILDREN AT PICK UP AND DROP OFF AREA. EXISTING 67 PAVED PARKING SPACES PROPOSED 30 ADDITIONAL PAVED PARKING SPACES (97 SPACES TOTAL) |
| OPERATION | 8:00 A.M. TO 2:00 P.M., MONDAY THROUGH FRIDAY |
| OUTDOOR ACTIVITIES | EXISTING: CHILDREN PLAYGROUND & MINITURE SOCCER FIELD PROPOSED: RELOCATED CHILDREN PLAYGROUND & MINITURE SOCCER FIELD |

**EXHIBIT B**

SK Consortium, Inc.
URBAN DESIGN PLANNING ENGINEERING
1053 N. ORLANDO AVE. • SUITE 3 • MAITLAND • FLORIDA 32751
TELEPHONE 407-629-4288 • FACSIMILE 407-629-1656 • EB# 7080

MAJID KALAGHCHI PE 41048

# STARCHILD ACADEMY EXPANSION
## SPECIAL EXCEPTION

SPECIAL EXCEPTION SITE PLAN

ORANGE COUNTY, FLORIDA

07-01-11 SPEC EXCEP SUBMITTAL

Issue Date and Purpose

Project Number: 1107

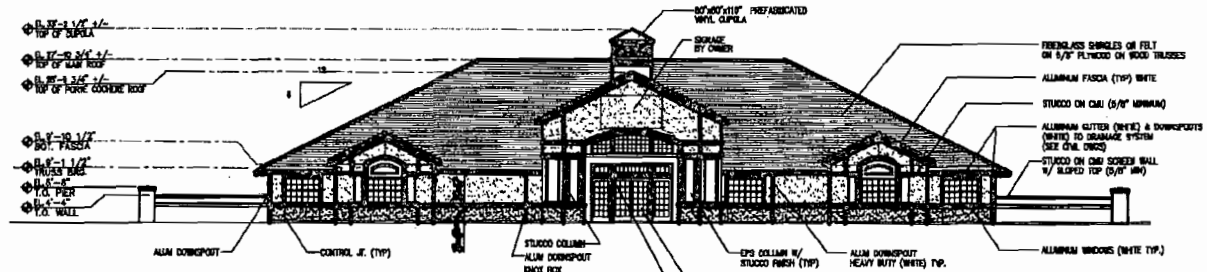
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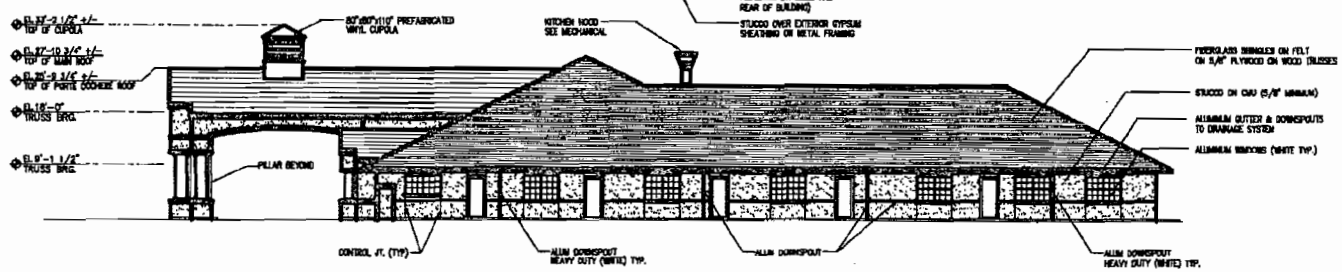
Checked: M. KALAGHCHI

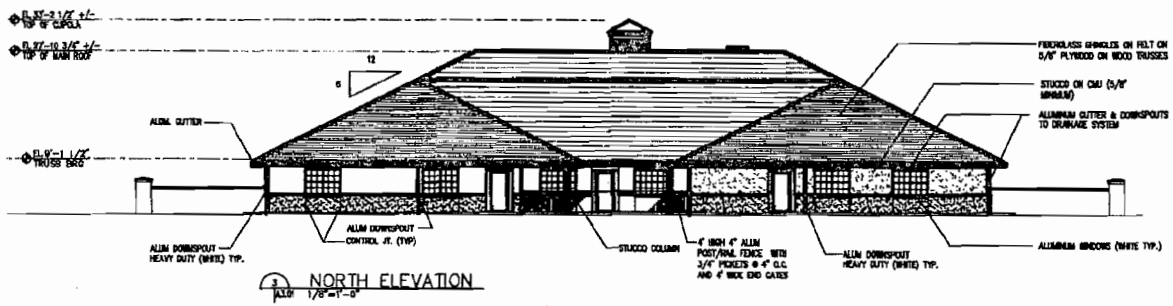
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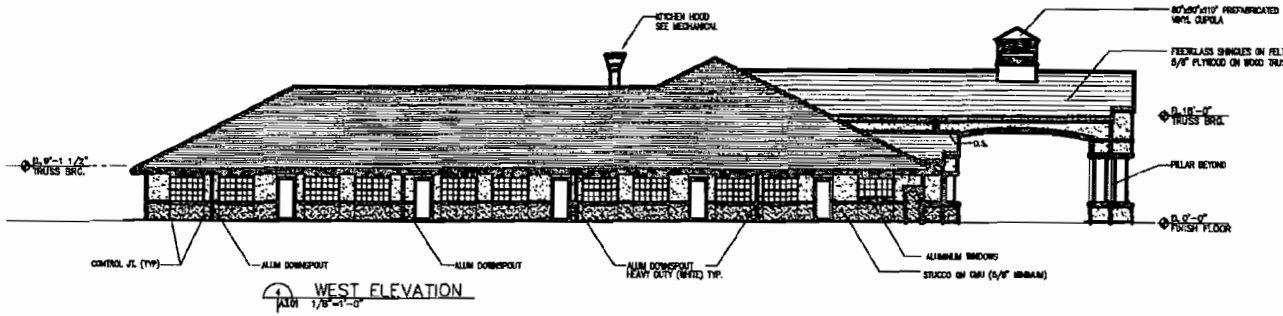
SP-1

# EXHIBIT D




**NOTES:**
NEW BUILDING WILL BE ATTACHED TO THE EXISTING BUILDING NO.1. BUIDLING ARCHITECTURAL STYLE MATERIAL AND COLORS WILL MATCH THE EXISTING BUILDING.

THESE FOUR BUILDING ELEVATIONS DEPICT THE EXISTING ARCHITECTURAL DESIGN OF BUILDING NO.1

0 4' 8' 20'
1/8" = 1'-0"

Xref P:\0529 - Star Child Academy Oviedo\Dwgs\0529-SDR.dwg

ORANGE COUNTY GOVERNMENT
FLORIDA

# STAFF REPORT
# CASE #SE-11-09-072

Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
09/01/2011
Commission District: 2

GENERAL INFORMATION:

APPLICANT: STARCHILD ACADEMY INC

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special exception in R-1AA zone to expand existing child care facility (NOTE: Applicant proposes a new 6780 sq. ft. building behind existing child care building and an increase of children from 350 to 450)

LOCATION: Northwest corner of N. Wekiwa Springs Rd. and E. Welch Rd.

PROPERTY ADDRESS: 1550 N Wekiwa Springs Rd., 2323 E Welch Rd.

PARCEL ID: 36-20-28-0000-00-008
36-20-28-0000-00-035

TRACT SIZE: 4.41 acres

DISTRICT #: 2

ZONING: R-1AA and C-1

EXISTING USE(S): Child care facility

PROPOSED USE(S): 6780 sq. ft. expansion and increase of children from 350 to 450

SURROUNDING USES: N – Single family homes
S – Gas station
E – Wekiwa Springs Rd.
W - Single family homes



529

STAFF FINDINGS AND ANALYSIS:

1. There is an existing child day care facility on this site. It was approved by the BZA on May 6, 1999;

2. This request is to accommodate additional classroom space, a larger playground and sports field and to provide additional parking;

3. Applicant proposes to expand the main building by 6,780 sq. ft. It will replace the existing outdoor area currently located behind the building;

4. Applicant proposes to relocate the existing playground west of existing building #2 on site plan;

5. Applicant proposes to expand the parking lot south towards the Chevron Gas Station;

6. Finally, the applicant proposes a new soccer field and retention pond on the vacant parcel to the south fronting on Welch Rd.

7. The existing wooded area at the northwest corner of the site will be preserved. This will act as a natural buffer to the homes to the north;

8. There are no changes to the existing access points; and

9. Staff has no objections to this request for the following reasons: A) The expansion is minor and will not adversely impact any surrounding land uses; B) This is a logical expansion into the available land to the west; C) the existing wooded area at the northwest corner of the site will be preserved; and D) the applicant proposes adequate landscaped buffers on the perimeter of the expansion areas.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 1, 2011 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. Development shall comply with Chapter 24 (Landscaping) except where conflicts exist. In the event there is a conflict between Chapter 24 and the site plan, the provisions of Chapter 24 shall prevail.

3. The existing wooded area at the northwest corner of the site shall be preserved.

4. Maximum number of children shall not exceed 450 children.

5. The applicant shall submit construction plans within 3 years of final BZA approval or this approval becomes null and void.

**CHARLES BREIDENBACH - VA-11-09-073**

**REQUEST:** Variance in R-1A zone to expand an existing attached garage to a single family residence 5 ft. from the side (north) property line in lieu of 7.5 ft.

**ADDRESS:** 2221 Amberly Ave.

**LOCATION:** East side of Amberly Ave., 1,200 ft. north of the intersection of Amberly Ave. and Maxim Pkwy.

**S-T-R:** 01-23-32

**TRACT SIZE:** 80 ft. x 125 ft.

**DISTRICT#:** 5

**LEGAL:** ROCKET CITY UNIT 2 Z/56 A/K/A CAPE ORLANDO ESTATES UNIT 2 1855/292 LOT 6 BLK 45

**PARCEL ID:** 01-23-32-7599-45-060

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following condition: The extension shall match the design of the house. (unanimous)

**SYNOPSIS:** The applicant has a special needs child. They would like to add an extension to the existing carport for purposes of transporting their child under cover. The BZA had no concern about the extension but wanted to ensure that the extension matched the roof of the main house. The applicant stated it would. There was no opposition at the hearing.

Orange County Zoning Dept.
Rosaland Ave.
Orlando, Fl.

July 1, 2011

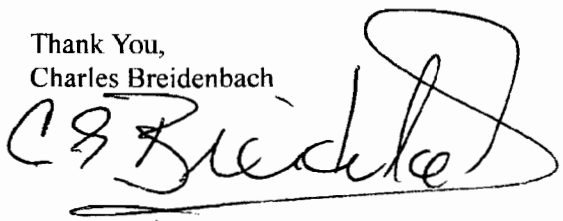
Re: Variance request for:
2221 Amberly Ave.
Orlando, Fl., 32833

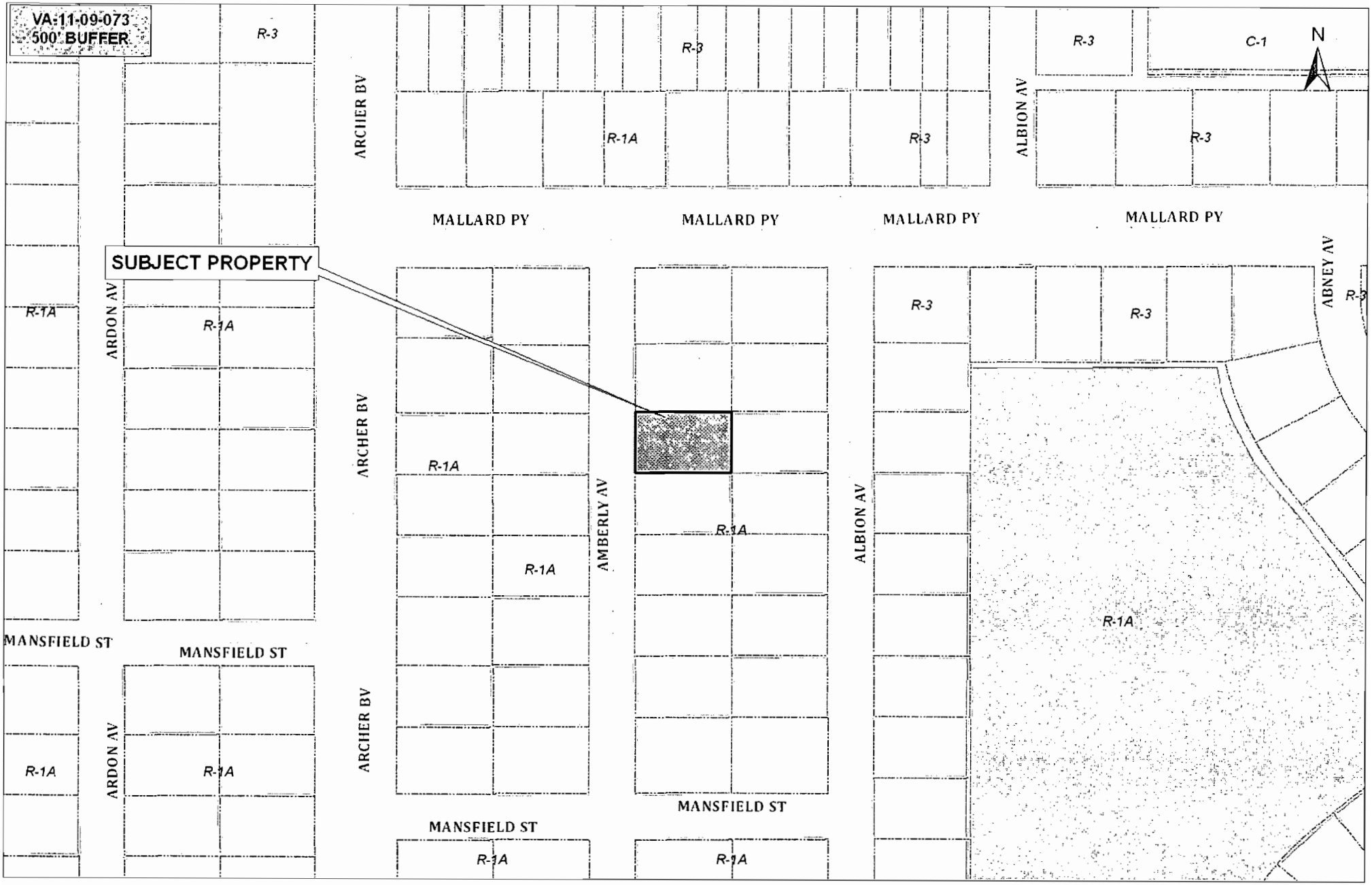
To Whom it may concern:

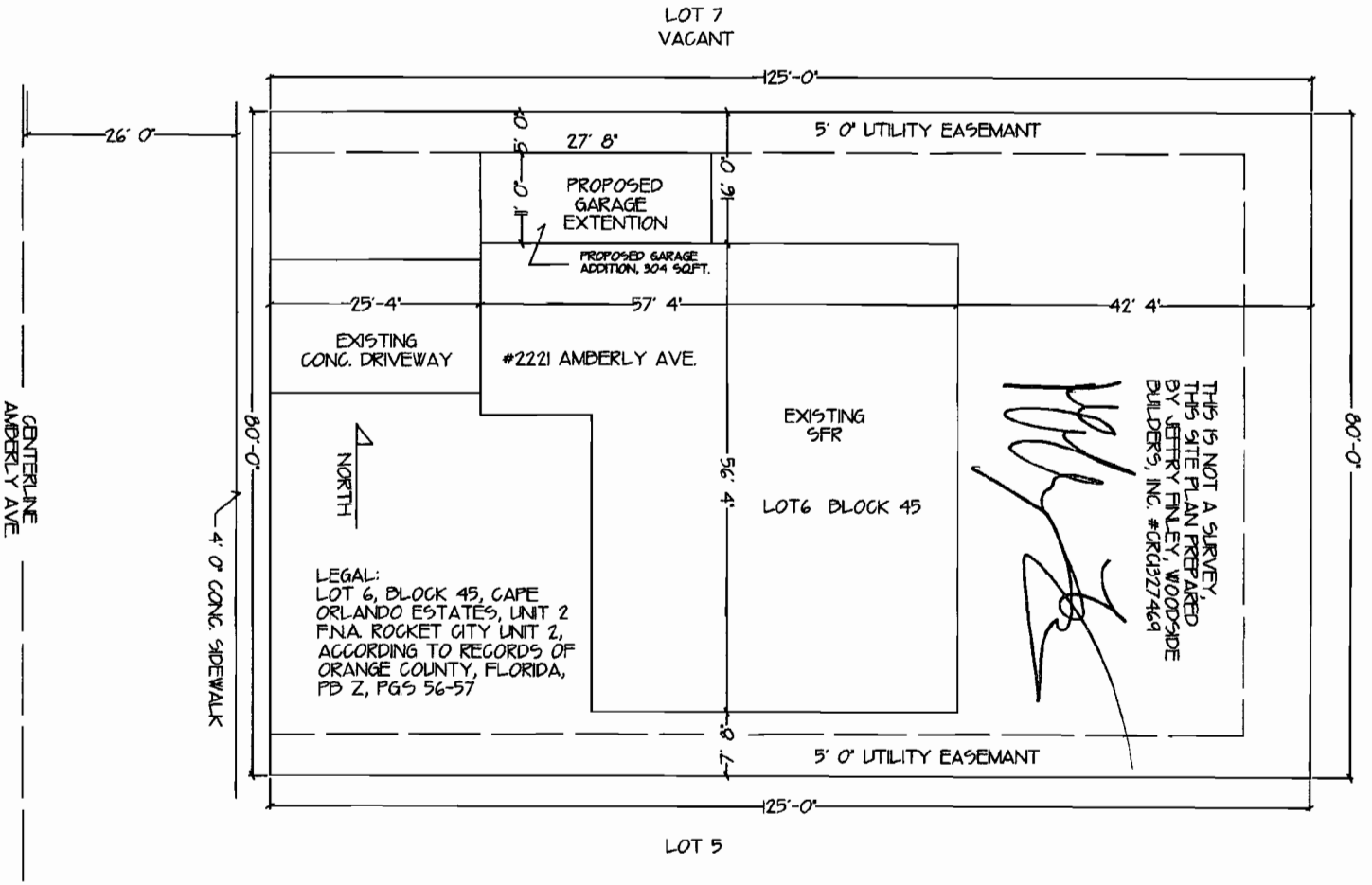
I am requesting a side set-back on the above property from 7.5' to 5.0' for the purpose of adding to the width and depth of my existing garage. I have a special needs child, and for years we have been dealing with the weather every time she has to be transported. I am purchasing a rear entry van, hence the need for more depth, so that she can remain dry and out of the sun while my wife and myself can load and unload her and her equipment.

I have talked to my neighbors and had them sign a petition saying that they are not opposed to this. I appreciate any help and relief you can give me in your decision.

Thank You,
Charles Breidenbach




VA-11-09-073
500' BUFFER
SUBJECT PROPERTY
N
R-3
R-1A
C-1
ARCHIER BV
ARDON AV
ARCHER BV
AMBERLY AV
ALBION AV
ABNEY AV
MALLARD PY
MANSFIELD ST




C:\General Cadd 5\Gxc\ERASE CHARLES.gxd -- 07/05/2011 -- 10:53 AM -- Scale 1 : 240



12

**RICHARD AND LYNNET REINER - VA-11-09-074**

**REQUEST:** Variance in PD zone to expand an existing lanai attached to a single family residence 18 ft. from the rear property line in lieu of 25 ft.

**ADDRESS:** 2711 Orchard Dr.

**LOCATION:** East side of Orchard Dr., 2,500 ft. east of the intersection of Orchard Dr. and N. Wekiwa Springs Rd.

**S-T-R:** 36-20-28

**TRACT SIZE:** 86 ft. x 125 ft.

**DISTRICT#:** 2

**LEGAL:** HEATHER GLEN AT SWEETWATER COUNTRY CLUB 34/29 LOT 19

**PARCEL ID:** 36-20-28-3470-00-190

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met. (unanimous)

**SYNOPSIS:** The applicant concurred with staff's recommendation and indicated the addition is to extend the existing lanai in order to have more useable outdoor space. The rear yard backs up to Sweetwater Country Club Golf Course.

Staff received 10 commentaries in favor and none in opposition. The applicant submitted letters in support of the request from abutting property owners located along the common side yard property lines. The request was unanimously approved.

7/7/2011

Orange County Board of Zoning Adjustment

Ref; Richard & Lanette Reiner residence

2711 Orchard Dr.

Apopka, FL. 32712

Variance Request:

Extend rear porch toward the rear property.

Reason: Accommodate a larger covered porch area for outdoor living.

Sq. Ft.=452.57 SF

Dimension of added structure; 54'4" x 8'4"

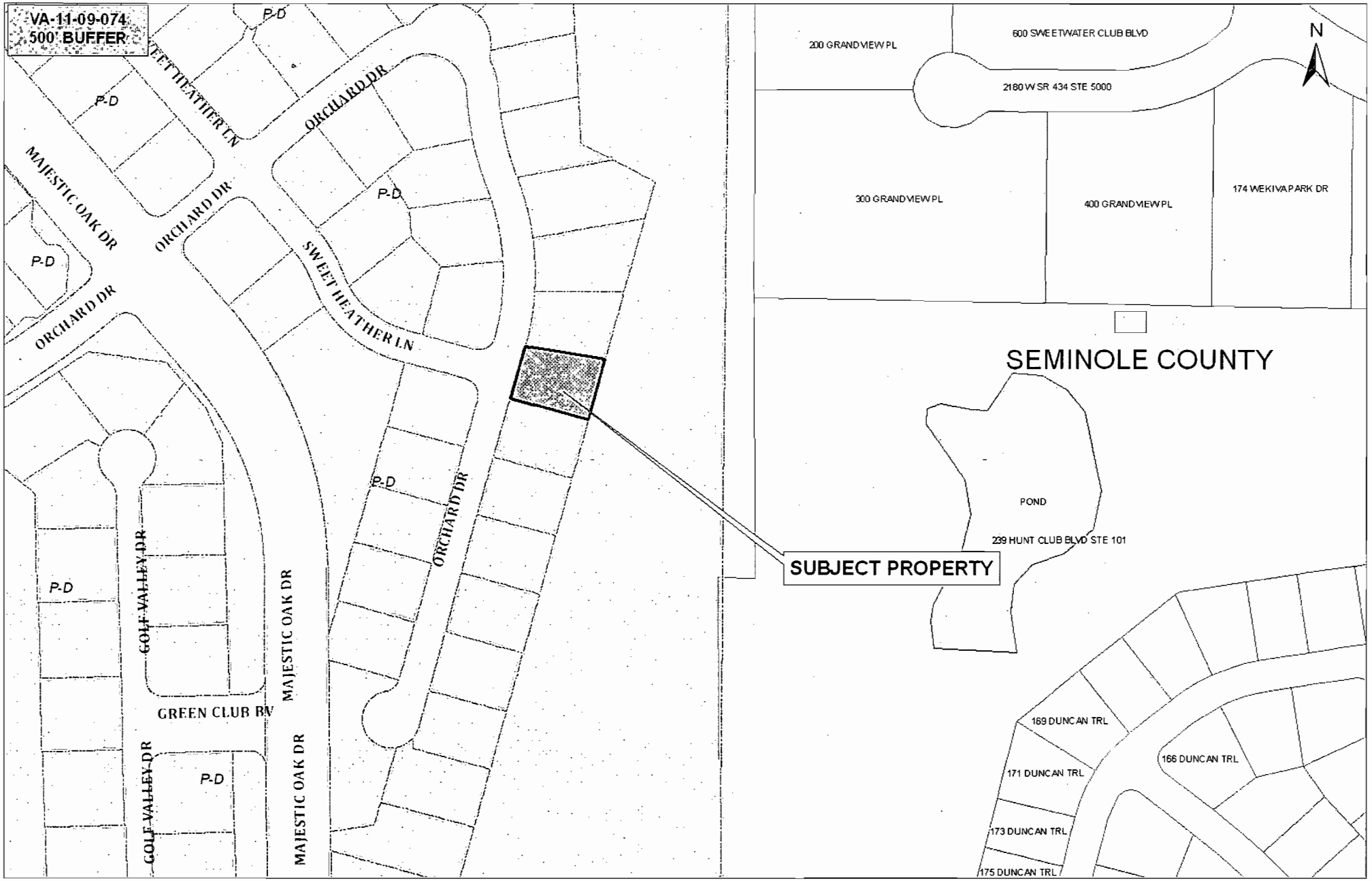
Height; 10'

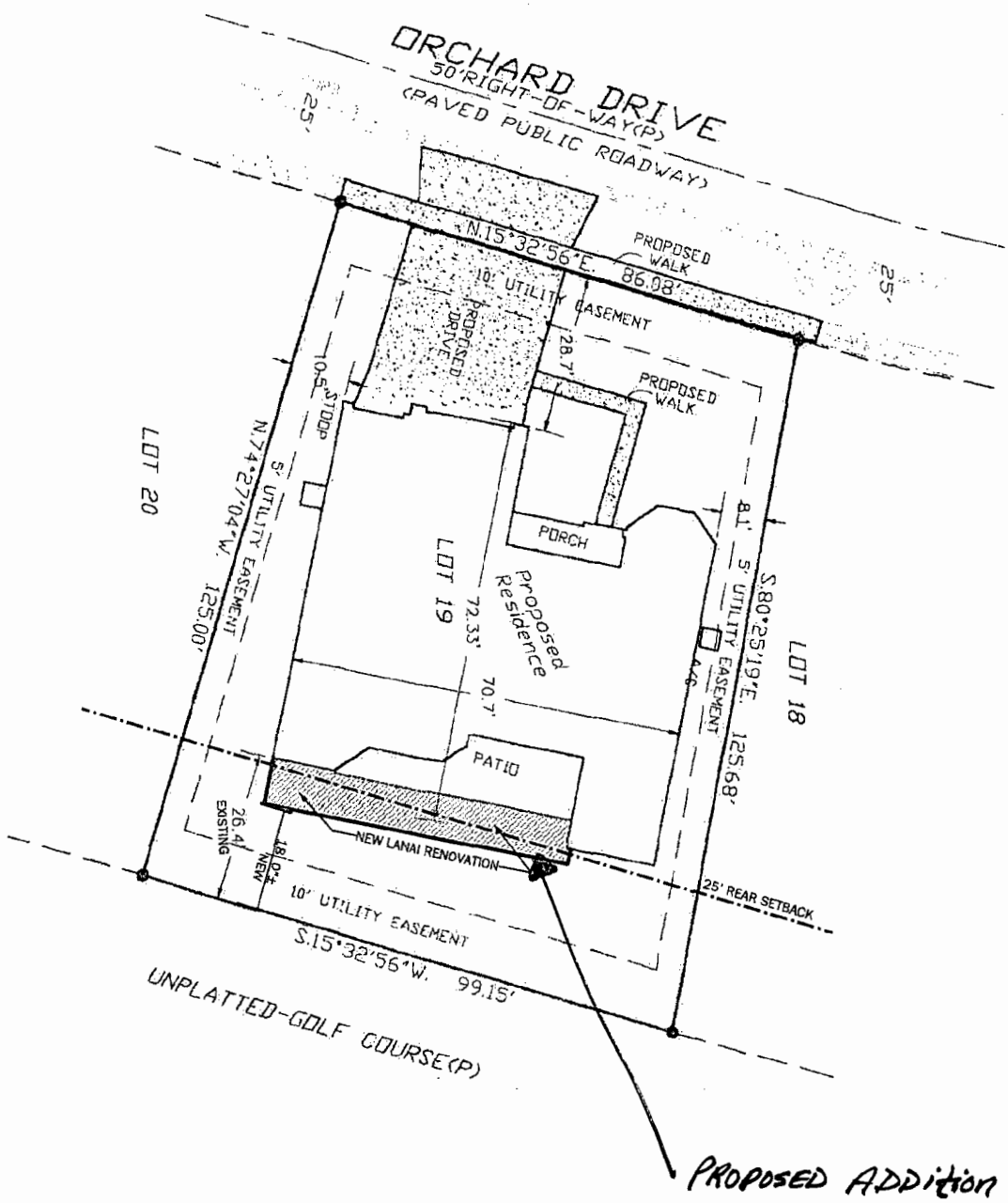
18' to rear property line / 17'6"' from side property line (South) / 23' from side property line (north).

Richard K Reiner

Richard Reiner 407 342 6378

8-18-11

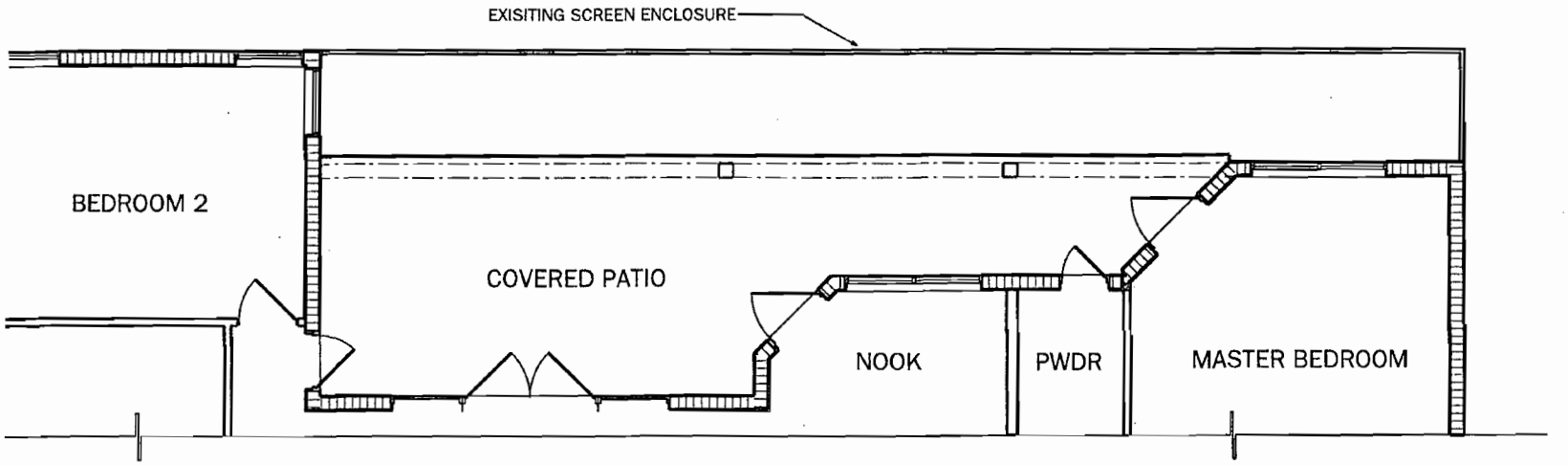

VA-11-09-074
500' BUFFER
P-D
TEETHEATHER LN
ORCHARD DR
MAJESTIC OAK DR
SWEET HEATHER LN
GOLF VALLEY DR
GREEN CLUB BV
200 GRAND VIEW PL
600 SWEETWATER CLUB BLVD
2180 W SR 434 STE 5000
300 GRAND VIEW PL
400 GRAND VIEW PL
174 WEKIVA PARK DR
SEMINOLE COUNTY
POND
239 HUNT CLUB BLVD STE 101
SUBJECT PROPERTY
169 DUNCAN TRL
166 DUNCAN TRL
171 DUNCAN TRL
173 DUNCAN TRL
175 DUNCAN TRL
N




PROPOSED SITE PLAN

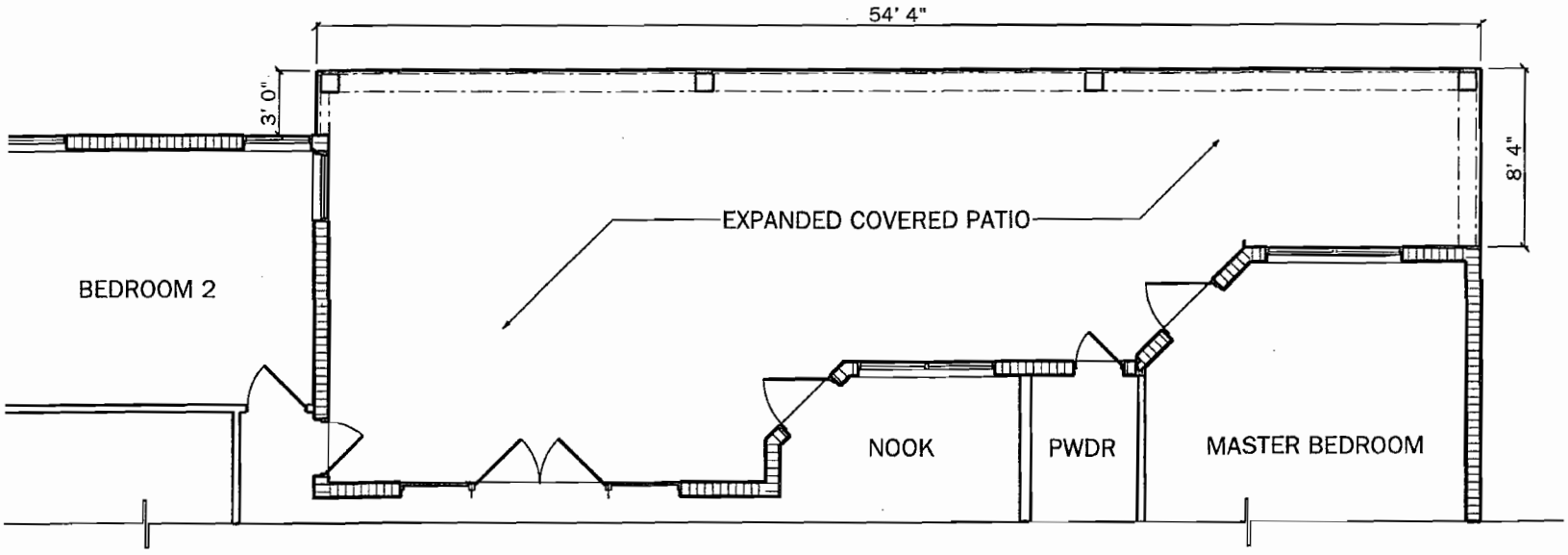
SCALE: 1" = 30'

| Homeowner | Builder | Designer |
|---|---|---|
| Lynnet & Richard REINER<br>2711 ORCHARD DRIVE<br>APOPKA, FL | CASTLEWORKS CONSTRUCTION<br>833 North Magnolia Ave<br>Orlando FL 32803-3836<br>PH: (407) 649-0075 | keesee and associates, inc.<br>945 South Orange Blossom Trail<br>Apopka, Florida 32703<br>o.(407) 880 2333 f. (407) 880-2304 |




## EXISTING REAR FLOOR PLAN

SCALE: 1/8" = 1'-0"




## PROPOSED REAR FLOOR PLAN

SCALE: 1/8" = 1'-0"

keesee and associates, inc.
945 South Orange Blossom Trail
Apopka, Florida 32703
o.(407) 880 2333 f. (407) 880-2304

Designer

CASTLEWORKS CONSTRUCTION
833 North Magnolia Ave
Orlando FL 32803-3836
PH: (407) 649-0075

Builder

Lynnet & Richard
REINER
2711 ORCHARD DRIVE
APOPKA, FL

Homeowner

**DOUGLAS GUILFOYLE - SE-11-09-075**

**REQUEST:** Special Exception in A-2 zone for a detached Accessory Dwelling Unit (ADU).
Note: Applicant will reside in the proposed ADU while caring for his elderly parent.

**ADDRESS:** 424 SW Christmas Rd.

**LOCATION:** West side of S. West Christmas Rd., 2,200 ft. west of the intersection of E. Colonial Dr. and S. Fort Christmas Rd.

**S-T-R:** 32-22-33

**TRACT SIZE:** 4.5 acres

**DISTRICT#:** 5

**LEGAL:** CHRISTMAS GARDENS NO 2 P/62 BEG 30 FT S & 691.54 FT E OF NW COR SEC 33 22 33 RUN E 646.54 FT S 327.2 FT W 646.17 FT N 326.5 FT TO POB (LESS THAT PART LYING WITHIN PLATTED RD R/W ON E SIDE OF BLK 5)

**PARCEL ID:** 32-22-33-1316-05-011

**DECISION:** Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions: (unanimous)

1. Development in accordance with plans dated "Received" August 10, 2011 and August 16, 2011 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. The Accessory Dwelling Unit (ADU) shall be used by relatives only and shall not be rented out.
3. All axles and wheels shall be removed from the ADU once located at the property and set-up has been completed.
4. Skirting of an earth tone shade shall be installed around all sides of the cabin.
5. The ADU shall not be used as a recreational vehicle; ADU shall not be transported off site and returned to the property.

6. If the ADU is permanently removed from the property, the special exception approval becomes null and void, and a new BZA application will be required to place another ADU at the subject property.
7. The ADU shall not be occupied until all required permits/inspections are secured and a Certificate of Occupancy is issued.
8. Applicant has three (3) years from the date of Orange County approval to apply for building permits or the Special Exception approval becomes null and void.

**SYNOPSIS:** The applicant was present at the hearing and informed the BZA he relocated to Florida to assist his parents after one parent suffered a medical hardship and has been unable to care for themselves and the property, as done in the past. The applicant submitted letters in support from 7 homeowner's who reside on S. W. Christmas Road. One person spoke in opposition at the hearing stating approval of the request would alter their quality of life.

The BZA concluded the following: The ADU is small in size and is aesthetically pleasing, the property is large at 4.5 acres, there are extensive distance buffers in place to the nearest residence, and the request meets the spirit and intent of the ADU regulation.

The BZA unanimously approved the request with conditions of approval.

Members of the Orange County Zoning Division,

I Douglas Guilfoyle present my request for an Accessory Dwelling Unit exception.

It has become necessary to help my parents with day to day activities due to age and health. My wife and I relocated to Christmas Florida September 2010 as a way to help with cooking, cleaning, laundry, lawn care (5 acres), pool cleaning, etc…

My 66 year old mother is diabetic and suffered her 1st heart attack last year January 29, 2010 as a result of a blocked (99%) RCA. She had a stent inserted into the artery to regulate blood flow and underwent 6 weeks of cardio rehabilitation during which time she required round the clock care from family members.

Since then she has had a relapse in which she was rushed to the hospital at 3am on February 22, 2011. I'm grateful to have been in the house at the time to assist my father and emergency units.
She was diagnosed with Angina Pectoris and underwent her fourth caterization, and was instructed by her doctors to continue her rehab of walking and exercise to be done under supervision, (usually my wife) since I work during the day.
This enables at least one individual to be available in the event my mother is in distress or in case she needs assistance ingesting a nitroglycerin pill to add in her recovery.

Another attack occurred May 6, 2011 and my mother was admitted to Florida Hospital South and administered numerous tests which produced non satisfactory results.

My father who is 71 years of age has offered to let my wife and I build an ADU on (2 )
Of the (5) acres they own at 424 SW Christmas Rd Christmas Florida 32709.

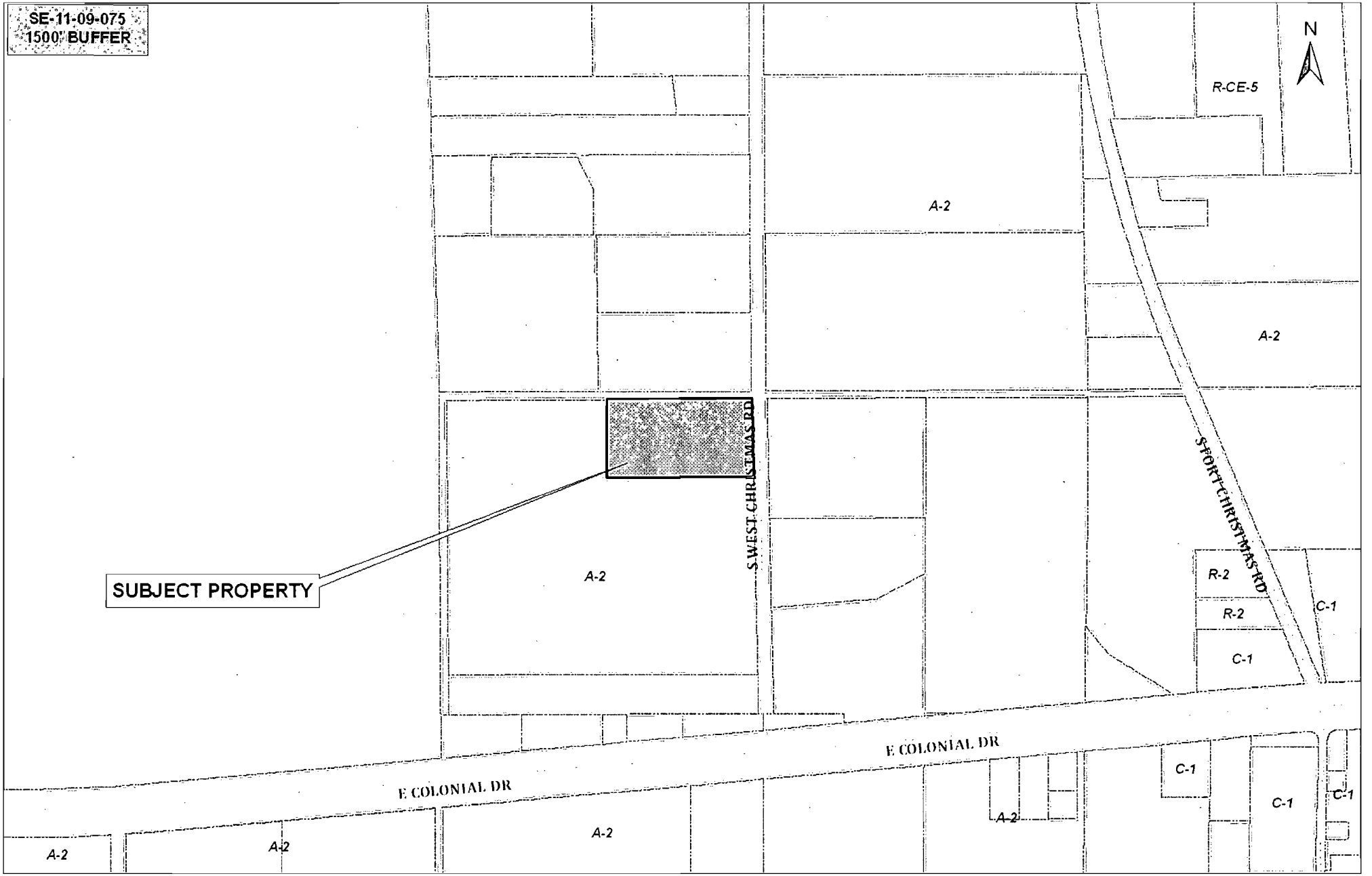
Thank you for your consideration,

D. Guilfoyle 8/9/11

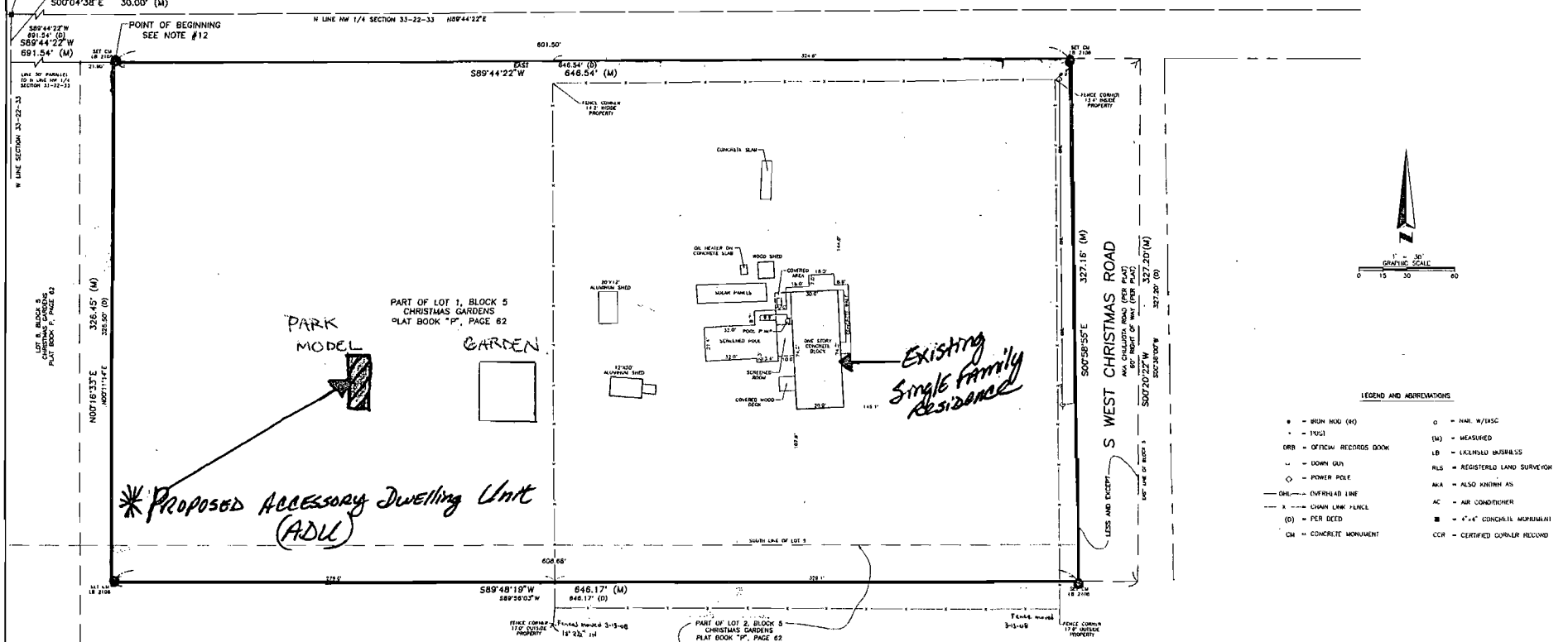
Douglas J Guilfoyle
347.262.6313



Doc# 543


SE-11-09-075
1500' BUFFER
N
R-CE-5
A-2
A-2
S WEST CHRISTMAS RD
S FORT CHRISTMAS RD
SUBJECT PROPERTY
A-2
R-2
R-2
C-1
C-1
C-1
E COLONIAL DR
E COLONIAL DR
C-1
C-1
C-1
A-2
A-2
A-2
A-2

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AUG 10 2011
Zoning Division




LEGEND AND ABBREVIATIONS

| | |
|---|---|
| ● = IRON ROD (IR) | ○ = NAIL W/DISC |
| ▪ = PIPE | (M) = MEASURED |
| ORB = OFFICIAL RECORDS BOOK | LB = LICENSED BUSINESS |
| ⏚ = DOWN GUY | PLS = REGISTERED LAND SURVEYOR |
| ◇ = POWER POLE | AKA = ALSO KNOWN AS |
| OHL = OVERHEAD LINE | AC = AIR CONDITIONER |
| x = CHAIN LINK FENCE | ■ = 4"x4" CONCRETE MONUMENT |
| (D) = PER DEED | CCR = CERTIFIED CORNER RECORD |
| CM = CONCRETE MONUMENT | |

SURVEYOR'S REPORT:

1. Utility locations if shown hereon are based on field location of markings by Utility Company representatives, surface features and construction plans furnished to the surveyor. Additional subsurface utilities may exist that have not been field located.
2. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor or by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
3. Measurement methods used for this survey meet MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING CH. 61G17-6 requirements.
4. Not valid without the signature and raised seal of a Florida licensed Surveyor and Mapper.
5. Features shown by symbol as indicated in the legend are not to scale.
6. Bearings shown hereon are based on the North Line of the Northwest 1/4 of Section 33-22-33, being N89°44'22"E. assumed.
7. The electronic image of this map contains horizontal positions for all features shown relative to STATE PLANE COORDINATES.
8. This Survey was performed without benefit of an abstract, title search, title opinion or title insurance. A title search may reveal additional information affecting the Parcel as shown.
9. Unless shown, only those visible features in the immediate vicinity of the above described parcel boundary have been located.
10. Dimensions are shown in feet and decimals thereof.
11. Containing 4.539 acres, more or less.
12. Description calls for 2" Iron Pipe not found. Surveyor set 4"x4" Concrete Monuments at property corners and found 6"x6" CM at Northwest corner of Section 33.

DESCRIPTION PER ORB 3131, PAGES 2795 & 2796:

Lot 1, excepting the West 30 feet thereof, Block 5, CHRISTMAS GARDENS #2, according to the plat thereof recorded in Plat Book P, Page 62, Public Records of Orange County, Florida. More specifically described as follows:

From a 2 inch iron pipe marking the Northwest corner of said Section 33, bear South 00 Degrees 11 Minutes 00 Seconds West, along the West line of said Section 33, a distance of 30.00 feet; Thence, East, 30 feet Southerly of and parallel to the North line of the Northwest quarter of said Section 33, a distance of 691.54 feet to a 2 inch iron pipe marking the point of beginning; Thence continue East along said parallel line, a distance of 646.54 feet; Thence, South 00 Degrees 35 Minutes 00 Seconds West, a distance of 327.20 Feet; Thence, North 89 Degrees 26 Minutes 03 Seconds West, a distance of 646.17 feet to a 2 inch iron pipe; Thence, North 00 Degrees 11 Minutes 14 Seconds West, a distance of 326.50 feet to the point of beginning, LESS AND EXCEPT, however, all that part of a platted road lying East of the East line of Block 5, CHRISTMAS GARDENS DEVELOPMENT NO. 2, as recorded in the Public Records of Orange County, Florida.

All the above described property lying in Section 33, Township 22 South, Range 33 East, Orange County, Florida.

NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

Southeastern Surveying

Boundary Survey

| Survey Date | Drawing Number | Scale |
|---|---|---|
| 02/05/2008 | 18668001 | 1" = 30' |

Drawn By: MS

For: Mr. Ronald R. Guilfoyle

424 S West Christmas Road, Christmas, FL 32709

SOUTHEASTERN SURVEYING & MAPPING CORP.
5900 All Florida Blvd.
Orlando, Florida 32809
(407) 857-9269 Fax: 857-9270
e-mail: info@southeastsurveying.com

Larry B. Kelly
Registered Land Surveyor No. 4548

22

545

proposed location of mobile home

Page 143

(Partial View of Parcel)

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Zoning Division

POINT OF COMMENCEMENT
FOUND 6"X6" CM
(CCR PENDING)
NW CORNER SECTION
33-22-33
SEE NOTE #12

S00°11'00"W 30.00' (D)
S00°04'38"E 30.00' (M)

N LINE NW 1/4 SECTION 33-22-33 N89°44'22"E

S89°44'22"W
691.54' (D)
S89°44'22"W
691.54' (M)

POINT OF BEGINNING
SEE NOTE #12

SET CM
LB 2105

21.90'

60'

EAST
S89°44'22"W

LINE 30' PARALLEL
TO N LINE NW 1/4
SECTION 33-22-33

W LINE SECTION 33-22-33

FENCE

PROPOSED Accessory Dwelling Unit
(ADU)

PART OF LOT 1, BLOCK 5
CHRISTMAS GARDENS
PLAT BOOK "P", PAGE 62

LOT 8, BLOCK 5
CHRISTMAS GARDENS
PLAT BOOK P, PAGE 62

326.45' (M)
326.50' (D)

N00°16'33"E
N00°11'14"E

PARK MODEL 12'X36'

COVERED GARDEN
48' X 42'

ADU will be
70' FROM GARDEN

GARDEN IS 13'7"
FROM FENCE

FENCE

608'

279.5'

SET CM
LB 2108

S89°48'19"W
S89°56'03"W

FENCE CORNER
17.0' OUTSIDE
PROPERTY

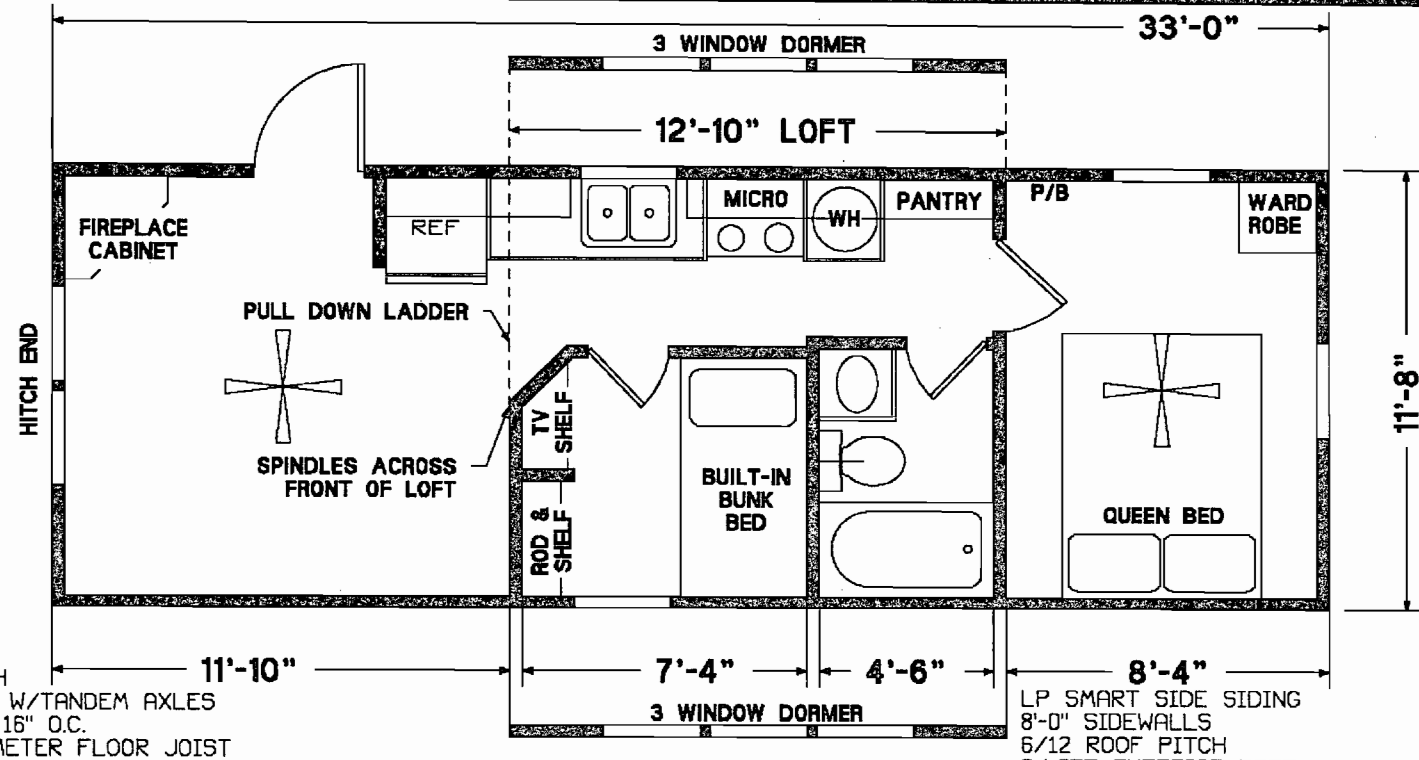
SURVEYOR'S REPORT:

1. Utility locations if shown hereon

CK 5
RDENS
PAGE 62

546

23



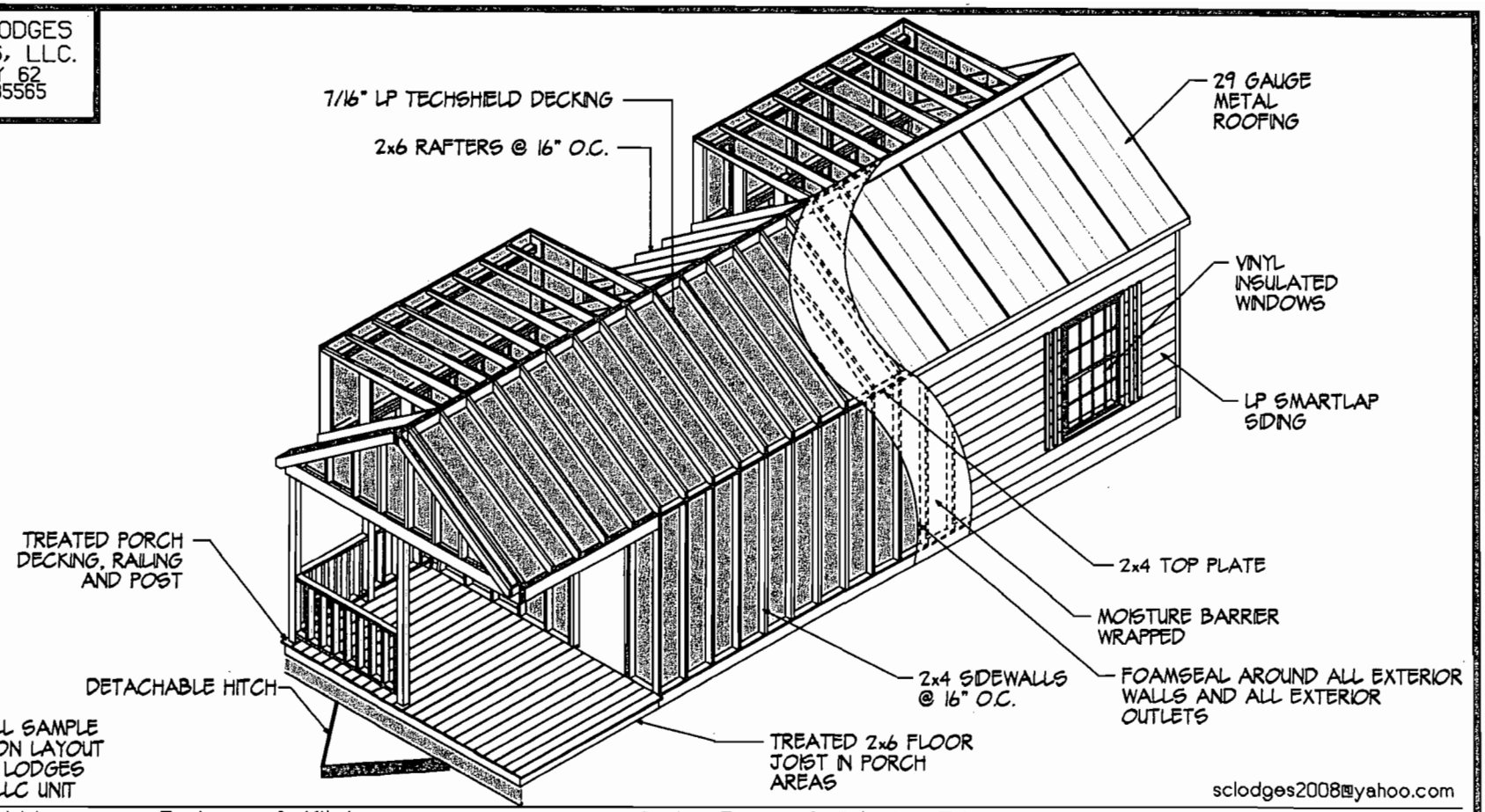

DETACHABLE HITCH
10" I-BEAM FRAME W/TANDEM AXLES
2X6 FLOOR JOIST 16" O.C.
DOUBLE 2X6 PERIMETER FLOOR JOIST
3/4" T&G OSB OR FLOOR DECKING
VINYL FLOOR IN KITCHEN & BATH
CARPET OR LAMINATE FLOOR IN LIVING ROOM, BEDROOM
2X4 WALLS 16" O.C.
CUSTOM BUILT 2X6 RAFTERS
MOISTURE BARRIER VAPOR WRAP
SMOKE ALARMS
DOUBLE STUDS EVERY 4'-0"
DOUBLE 2X6 HEADERS OVER WINDOWS AND DOORS
TRIPLE STUDS AROUND WINDOWS & DOORS
THERMO PANE WINDOWS AND DOORS
ALL FRAMES HAVE MINIMUM 3 AXLES 4-8 IF REQUIRED BY STATE
12" OVERHANGS FRONT & REAR
ELECTRICAL OUTLETS AND LIGHT FIXTURES
CUSTOM HAND CRAFTED CEDAR CABINETS
ROLLED COUNTERTOPS & ROLLED BACKSPLASHES
FOAM SEAL ON ALL EXTERIOR PLUGS AND SWITCHES
R-13 INSULATION IN WALLS
R-22 INSULATION IN CEILING & FLOORS
FOAM SEAL ON EVERY EXTERIOR STUD
CEDAR BEAMS & INTERIOR TRIM
EXTERIOR FAUCET
SHUTTERS (MATCHING ROOF COLOR)
100 AMP SERVICE PANEL

RECEIVED
AUG 16 2011
Zoning Division

LP SMART SIDE SIDING
8'-0" SIDEWALLS
6/12 ROOF PITCH
9-LITE EXTERIOR DOOR
EXTERIOR LIGHT AT DOOR
ELECTRIC FIREPLACE
1/4" BIRCH PANELING
LAMINATE FLOORING (VINYL FLOOR IN BATH)
VAULTED CEILING THROUGHOUT (EXCLUDING LOFT AREA)
2-CEILING FANS
1-TWIN SIZE BUILT-IN BUNK BED WITH MATTRESS
1-QUEEN SIZE BED WITH MATTRESS
WARDROBE IN BEDROOM
PANTRY IN KITCHEN
DOUBLE STAINLESS STEEL SINK IN KITCHEN
WHITE 18 CUBIC FT. REFRIGERATOR
WHITE MICROWAVE
WHITE RANGE HOOD
WHITE 30" ELECTRIC RANGE
54" FIBERGLASS SHOWER W/ CURTAIN
PORCELAIN LAVATORY SINK IN BATH
PORCELAIN TOILET
20 GAL ELECTRIC WATER HEATER
2" VINYL MINI BLINDS THROUGH OUT
40,000 BTU SUBURBAN GAS FURNACE
1 TON COLEMAN A/C WITH PAD
RPTIA CODED AND INSPECTED

| STONE CANYON LODGES & PARK MODELS, LLC | CUSTOMER'S SIGNATURE | EMAIL ADDRESS: sclodges2008@yahoo.com | PROJECT NAME: BBS-04 |
|---|---|---|---|

STONE CANYON LODGES
and PARK MODELS, LLC.
2476 COUNTY HWY 62
HALEYVILLE, AL 35565




* THIS IS JUST A SMALL SAMPLE OF THE CONSTRUCTION LAYOUT IN A STONE CANYON LODGES AND PARK MODELS, LLC UNIT

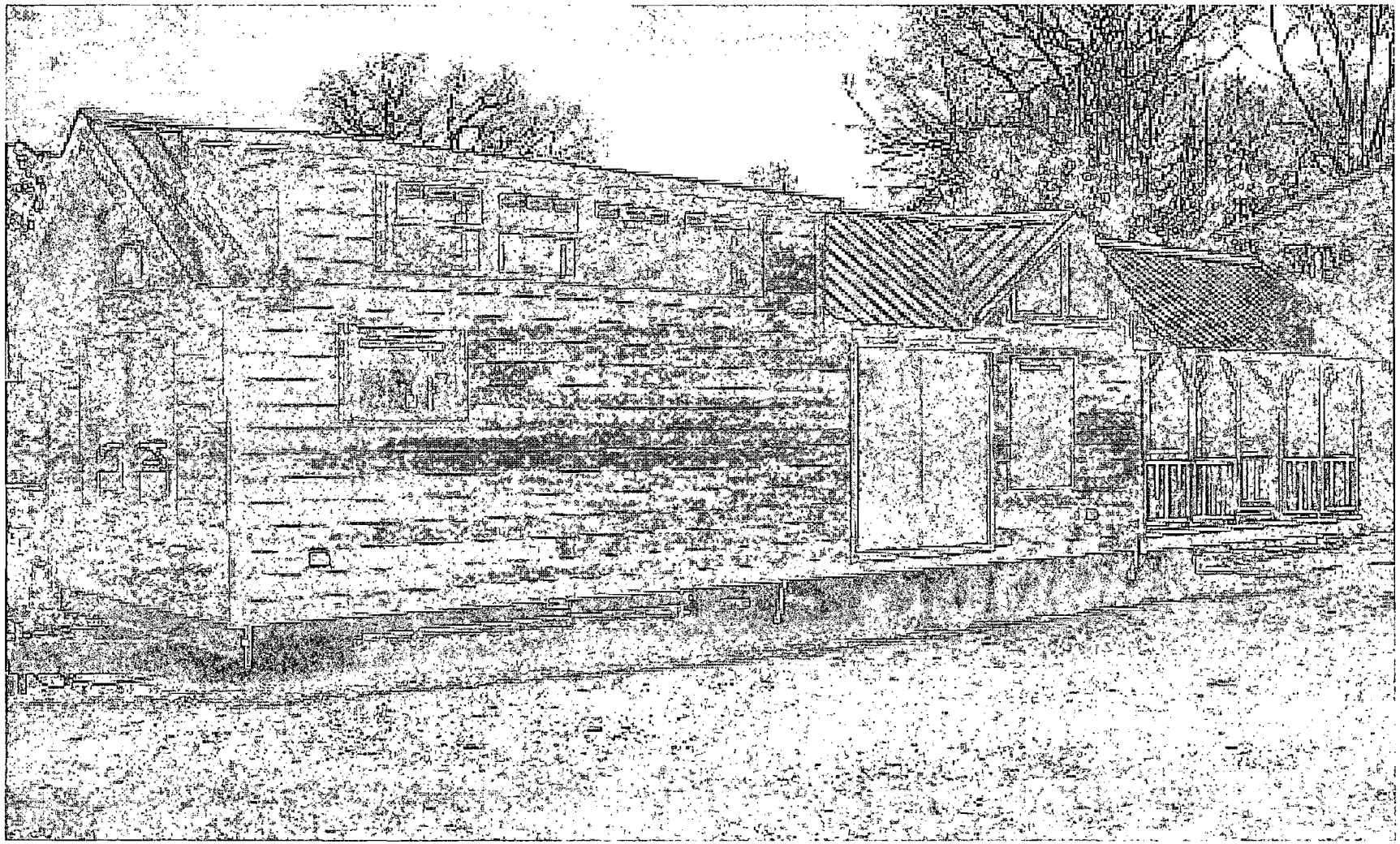
sclodges2008@yahoo.com

Laminate Floor in Living room, Bedroom & Kitchen
Vinyl Floor Covering in Bath
Custom Hand Crafted Cedar Cabinets
2 x 6 floor Joist 16 O.C.
3/4" T & G OSB Floor Decking
2 x 4 Walls 16" O.C.
7/16" LP TECHSHEILD OSB with Felt on Roof
Double 2 x 6 Headers over Windows & Doors
Triple Studs Around Windows and Doors
Double Studs Ever 4-0
Double 2 x 6 Perimeter Floor Joist
Moisture Barrier Vapor Wrap
Thermo pane Windows & Doors
LP SmartLap Exterior Siding
Colored Metal Roof (29 Gauge)
R-13 Insulation in Walls
R-22 Insulation in Floor
R-19 Insulation in Ceiling
10" I-Beam Frame w/Tandem Axles
Detachable Hitch

Cedar Beams & Interior Trim
1/4" Real Wood Birch Paneling
1-Piece Fiberglass Shower or Tub Shower Combo
20 Gallon Electric Water Heater
18 Cubic Ft. Refrigerator or Under Counter on some Models
1-Ceiling Fan
Gas or Electric Range/Cook Top
100 AMP Electrical Service
NEC Approved Electrical Wiring
Deluxe Exterior Lighting
Half Mini Blind Exterior Door
2" Mini Blinds
Window Valances
Shower Curtain
Stairs or Ladder to Loft (see print)
All Frames Have Minimum (3) Axles (4-8) Axles if Required by State
Vaulted Ceiling Through-out (Except Over Loft Area/s)
Hurricane Strapping on Roof Trusses (32 O.C.) in High Wind Areas
Rolled Countertops and Rolled Backsplashes
RPTIA coded and inspected

**Appplicant proposes similar model to be used as an Accessory Dwelling Unit (ADU)**

**Note: Wheels and axle for transporting structure only.**



**SE-11-09-075 - DOUGLAS GUILFOYLE**

ORANGE COUNTY GOVERNMENT
FLORIDA

**STAFF REPORT**
**CASE #SE-11-09-075**
Orange County Zoning Division
Planner: Joy Rambaram
Board of Zoning Adjustment
09/01/2011
Commission District: 5

GENERAL INFORMATION:

APPLICANT: DOUGLAS GUILFOYLE

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in A-2 zone for a detached Accessory Dwelling Unit (ADU).
Note: Applicant will reside in the proposed ADU while caring for his elderly parent.

LOCATION: West side of S. West Christmas Road, 2,200 ft. west of the intersection of E. Colonial Drive and S. Fort Christmas Road

PROPERTY ADDRESS: 424 S.W. Christmas Road

PARCEL ID: 32-22-33-1316-05-011

PUBLIC NOTIFICATION: 30

TRACT SIZE: 4.5 acres

DISTRICT #: 5

ZONING: A-2

EXISTING USE(S): Single family residence

PROPOSED USE: Detached Accessory Dwelling Unit (ADU)

SURROUNDING USES: The surrounding area is rural in character. There are single family homes on large parcels ranging from 4 acres to 29 acres in size.

STAFF FINDINGS AND ANALYSIS:

1. The applicant's parents have owned and resided at the subject property since August 1980. This past year, one parent suffered a medical hardship that has left them in need for additional help to care for themselves and their home. The applicant is proposing an ADU for himself and wife to reside in while assisting his parents at the subject property.

2. The proposed ADU will be a cabin containing 2 bedrooms, 1 bathroom, living room, and kitchen. The total square footage of the structure under ac/heat is 385 square feet. The code allows a maximum of 1000 square feet of living area (ac/heat) for ADU's.

3. The ADU will be located on the rear half of the lot behind the primary residence and will meet all building setback requirements. There are extensive distance buffers in place to the nearest residence.

4. The applicant submitted six signatures in support of the request from neighbors who reside on S. W. Christmas Road. Also submitted is a physician's letter citing the need for the parent to have someone live close by to assist with care and other services.

5. Zoning records indicated three properties located within a ½ mile radius of the subject site were granted BZA approval to allow a second dwelling unit on land zoned for "one" single family dwelling.

6. The applicant was advised impact fees may be required for the ADU.

7. The proposed ADU meets the spirit and intent of the Accessory Dwelling Unit regulations.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with plans dated "Received" August 10, 2011 and August 16, 2011 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. The Accessory Dwelling Unit (ADU) shall be used by relatives only and shall not be rented out.

3. All axles and wheels shall be removed from the ADU once located at the property and set-up has been completed.

4. Skirting of an earth tone shade shall be installed around all sides of the cabin.

5. The ADU shall not be used as a recreational vehicle; ADU shall not be transported off site and returned to the property.

6. If the ADU is permanently removed from the property, the special exception approval becomes null and void. A new BZA application will be required to place another ADU at the subject property.

7. The ADU shall not be occupied until all required permits/inspections are secured and a Certificate of Occupancy is issued.

8. Applicant has three (3) years from the date of Orange County approval to apply for building permits or the Special Exception approval becomes null and void.

Copy to: Applicant

**DR. P. PHILLIPS FOUNDATION - VA-11-09-076**

**REQUEST:** Variance in P-O zone to construct storage room addition to existing building 53 ft. from rear (west) property line in lieu of 60 ft.
(NOTE: The 60 ft. setback was imposed by the Planning and Zoning Commission on August 21, 2008)

**ADDRESS:** 7400 Dr Phillips Blvd.

**LOCATION:** West side of Dr. Phillips Blvd., south of Wallace Rd.

**S-T-R:** 27-23-28

**TRACT SIZE:** 4.46 acres

**DISTRICT#:** 1

**LEGAL:** BEG 75 FT W OF NE COR OF SE1/4 RUN N 113.95 FT N 83 DEG W 171.18 FT S 47 DEG W 266 FT S 3 DEG W 241 FT S 73 DEG E 150 FT S 9 DEG E 168 FT S 78 DEG E 260 FT N 100 FT NLY ALONG CURVE 302.2 FT N 154.27 FT TO POB IN SEC 27-23-28

**PARCEL ID:** 27-23-28-0000-00-006

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following condition: Development in accordance with site plan dated "Received" August 09, 2011 and all other applicable regulations. (unanimous)

**SYNOPSIS:** The BZA deemed the variance being requested as minimum and that there would be no impact to neighboring properties. Staff noted the addition will be used as storage space and not a room for public assembly. There is an extensive landscape buffer in place along the affected property line and there is also an existing fence. There was no opposition at the hearing. The request was approved with a condition.

July 12, 2011

Board of Zoning Adjustment
201 S. Rosalind Avenue
P. O. Box 2687
Orlando, FL 32802-2687

Re: The Dr. P. Phillips Foundation Office Building
7400 Dr. Phillips Blvd., Orlando, FL 32819

Ladies and Gentlemen:

Enclosed please find a variance Application regarding the property located at 7400 Dr. Phillips Blvd., Orlando, FL. We are proposing to expand an existing storage room by a small addition to the existing building. This additional square footage will be used for storage of conference room furniture and supplies.

The construction of the addition will be:

- Concrete mono slab with footer
- Framed 2" x 6" exterior stud walls
- Stucco finish to match the existing stucco finish on the building
- Barrel tile roof to match the existing roof profile
- Dimensions of the additional will be 9'4" x 15'9" and a height of 10'
- Approximate square footage of 147 square feet

The required setback of the building envelope from the property line is 60'. The furthest point that the addition will encroach into the setback is 6'4", leaving the closest dimension from the corner of the building to the property line at 53'8".

Please contact us at (407) 422-6105 if you have any questions.

Sincerely,

THE DR. P. PHILLIPS FOUNDATION

Robert L. Mellen, III
President

7400 Dr. Phillips Blvd. • Orlando, FL 32819-5146
P.O. Box 692709 • Orlando, FL 32869-2709
Tel 407/422-6105 • Fax 407/422-4952 • www.drphillips.org

"Enriching the Community With the Fruits of our Labor"

June 10, 2008

Orange County Board of County Commissioners
201 South Rosalind Avenue
Orlando, FL 32801

RE: AMENDMENT #2008-1-S-1-1
THE DR. P. PHILLIPS FOUNDATION

Dear Mayor Crotty and Commissioners:

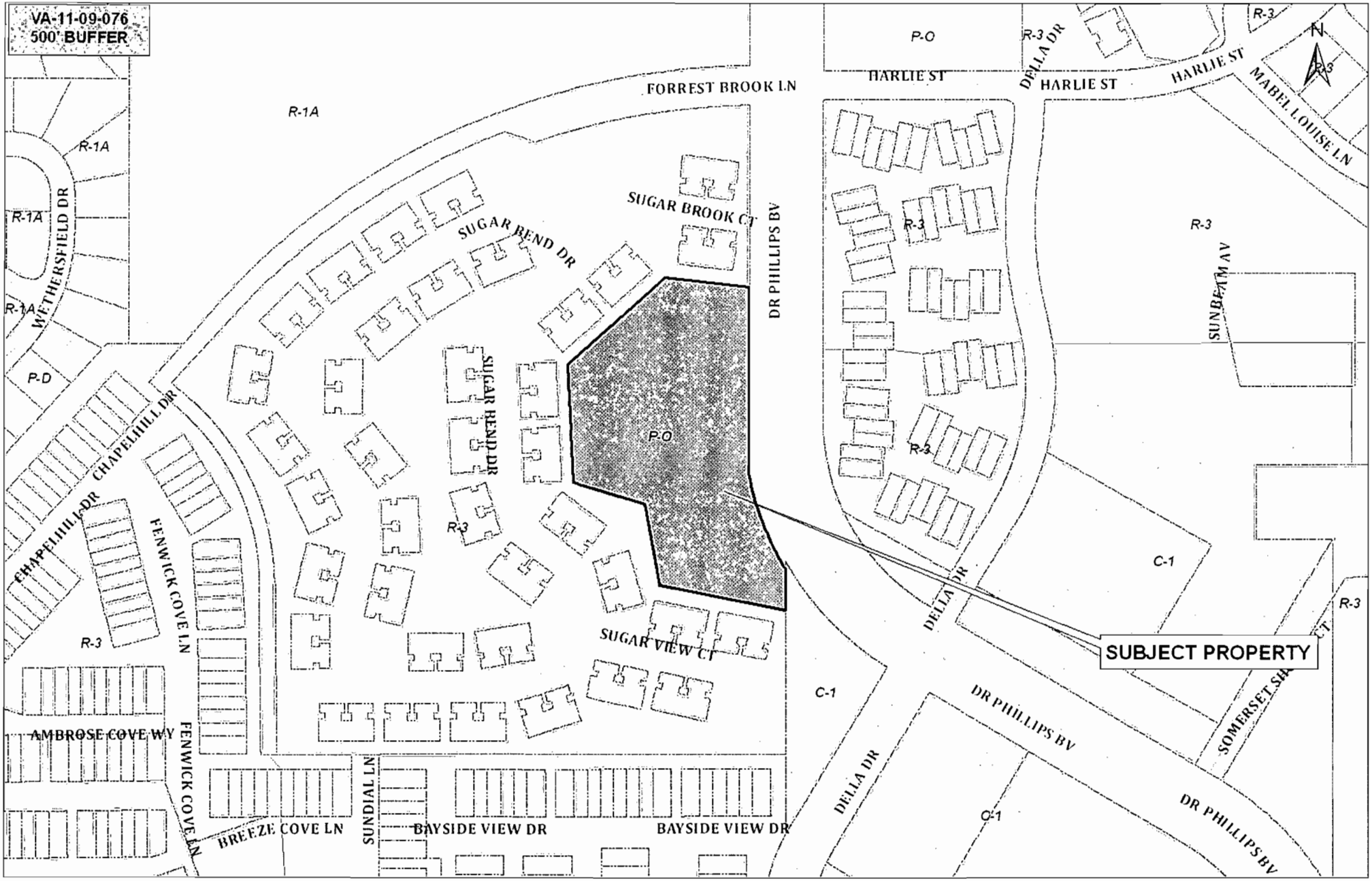
As a commitment to Orange County and the residents of the Dr. Phillips community, The Dr. P. Phillips Foundation (the "Foundation") would like to enter the attached preliminary Concept Plan and the following site development standards into the record as a gesture of good-faith in developing the subject property as the new headquarters site for the Dr. Phillips Charities.

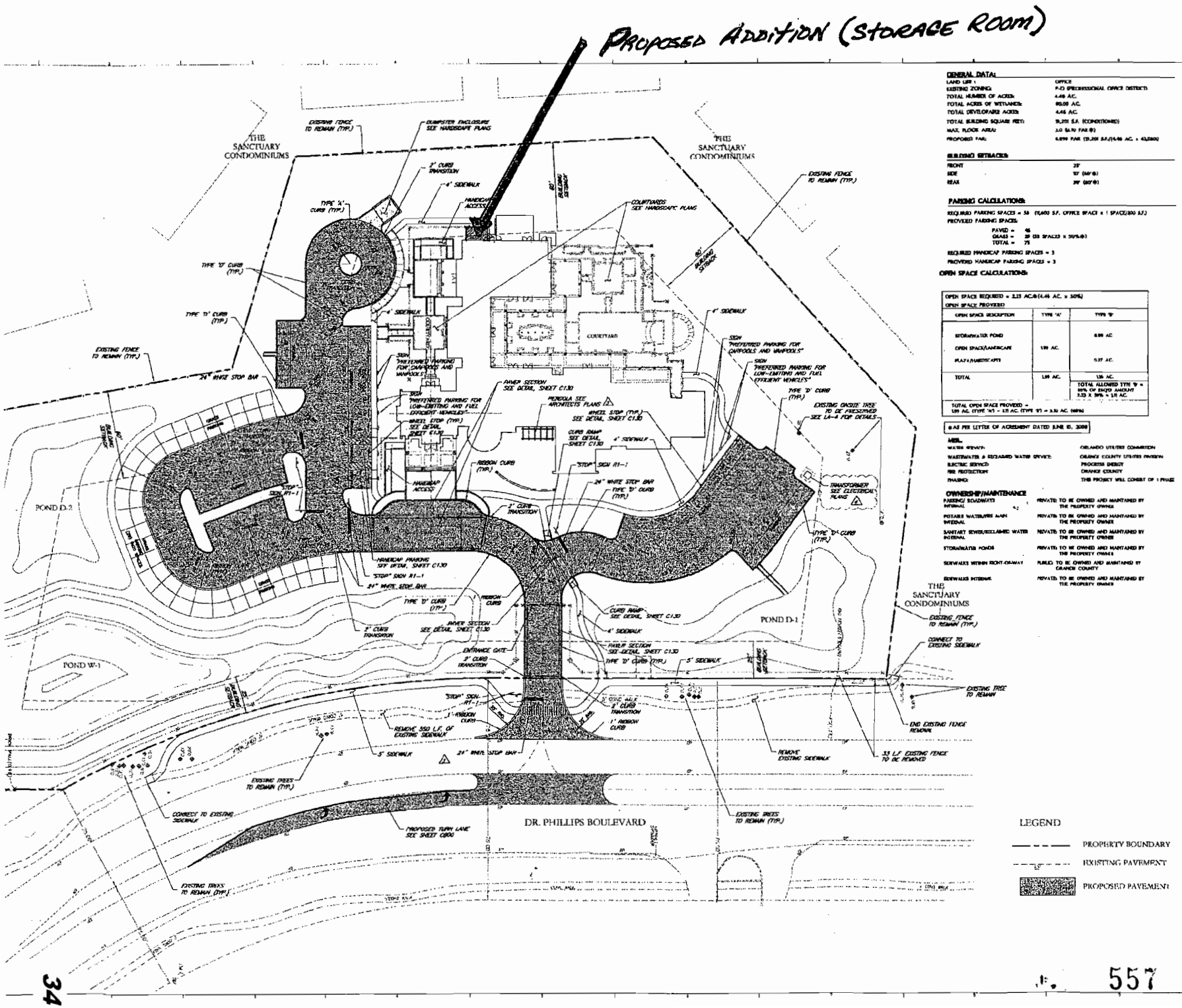
Please note that the attached preliminary Concept Plan should be considered only as "conceptual" and likely will change as a result of more detailed survey, environmental and building product information and stormwater/drainage analyses. However, to the most reasonable extent possible, the Foundation is committed to the maximum building size, parking configuration, landscaped buffers and preservation of specimen trees as depicted on the Concept Plan. In addition, the proposed development standards that meet or exceed existing P-O Professional Office District requirements as outlined in Section 38-806 of the Orange County Code will be followed.

Maximum Building Footprint: 15,000 sq. ft.
Maximum Building Sq. Ft: 20,000 sq. ft.
Building Setbacks:
- Front: 25'
- Side: 60'
- Rear: 60'

Open Space: 50%
Maximum Building Height: 35'
Maximum F.A.R.: 0.10
Maximum Impervious Surface Area: 30%
Access: Generally as shown on the Concept Plan unless full-access to/from Dr. Phillips Blvd. is available
Parking: 1 space for each 200 sq. ft./minimum 50% pervious parking spaces

P.O. Box 3753 * Orlando, FL 32802 * 60 W. Robinson St. * Orlando, FL 32801
Tel (407) 422-6105 * Fax (407) 422-4952


VA-11-09-076
500' BUFFER
FORREST BROOK LN
R-1A
R-1A
R-1A
R-1A
WETHERSFIELD DR
P-D
CHAPELHILL DR
CHAPELHILL DR
FENWICK COVE LN
R-3
AMBROSE COVE WY
FENWICK COVE LN
BREEZE COVE LN
SUNDIAL LN
BAYSIDE VIEW DR
BAYSIDE VIEW DR
SUGAR BEND DR
SUGAR BROOK CT
SUGAR BEND DR
R-3
SUGAR VIEW CT
DR PHILLIPS BV
P-O
P-O
R-3
R-3
R-3
R-3
HARLIE ST
DELLA DR
HARLIE ST
HARLIE ST
MABEL LOUISE LN
SUNBEAM AV
C-1
DELLA DR
C-1
C-1
DR PHILLIPS BV
DR PHILLIPS BV
DELLA DR
SOMERSET SH
R-3
SUBJECT PROPERTY
N




**GENERAL DATA:**

| | |
|---|---|
| LAND USE : | OFFICE |
| EXISTING ZONING: | P-O (PROFESSIONAL OFFICE DISTRICT) |
| TOTAL NUMBER OF ACRES: | 4.46 AC. |
| TOTAL ACRES OF WETLANDS: | 00.00 AC. |
| TOTAL DEVELOPABLE ACRES: | 4.46 AC. |
| TOTAL BUILDING SQUARE FEET: | 39,201 S.F. (CONDITIONED) |
| MAX. FLOOR AREA: | 1.0 (0.70 FAR ®) |
| PROPOSED FAR: | 0.899 FAR (39,201 S.F./(4.46 AC. x 43,560)) |

**BUILDING SETBACKS:**

| | |
|---|---|
| FRONT | 25' |
| SIDE | 10' (60' @) |
| REAR | 30' (80' @) |

**PARKING CALCULATIONS:**

REQUIRED PARKING SPACES = 39 (11,600 S.F. OFFICE SPACE x 1 SPACE/300 S.F.)
PROVIDED PARKING SPACES:

| | |
|---|---|
| PAVED = | 46 |
| GRASS = | 29 (39 SPACES x 50%@) |
| TOTAL = | 75 |

REQUIRED HANDICAP PARKING SPACES = 3
PROVIDED HANDICAP PARKING SPACES = 3

**OPEN SPACE CALCULATIONS:**

OPEN SPACE REQUIRED = 2.23 AC.@(4.46 AC. x 50%)
OPEN SPACE PROVIDED

| OPEN SPACE DESCRIPTION | TYPE 'A' | TYPE 'B' |
|---|---|---|
| STORMWATER POND | | 0.99 AC |
| OPEN SPACE/LANDSCAPE | 1.99 AC. | |
| PLAZA/HARDSCAPE | | 0.27 AC. |
| TOTAL | 1.99 AC. | 1.26 AC. |
| | | TOTAL ALLOWED TYPE 'B' = 50% OF ENTIRE AMOUNT 2.23 X 50% = 1.11 AC. |

TOTAL OPEN SPACE PROVIDED = 1.99 AC. (TYPE 'A') + 1.11 AC. (TYPE 'B') = 3.10 AC. (69%)

@ AS PER LETTER OF AGREEMENT DATED JUNE 10, 2009

**UTIL.**

| | |
|---|---|
| WATER SERVICE: | ORLANDO UTILITIES COMMISSION |
| WASTEWATER & RECLAIMED WATER SERVICE: | ORANGE COUNTY UTILITIES DIVISION |
| ELECTRIC SERVICE: | PROGRESS ENERGY |
| FIRE PROTECTION: | ORANGE COUNTY |
| PHASING: | THIS PROJECT WILL CONSIST OF 1 PHASE |

**OWNERSHIP/MAINTENANCE**

| | |
|---|---|
| PARKING/ ROADWAYS INTERNAL | PRIVATE TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER |
| POTABLE WATER/WW MAIN INTERNAL | PRIVATE TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER |
| SANITARY SEWER/RECLAIMED WATER INTERNAL | PRIVATE TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER |
| STORMWATER PONDS | PRIVATE TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER |
| SIDEWALKS WITHIN RIGHT-OF-WAY | PUBLIC TO BE OWNED AND MAINTAINED BY ORANGE COUNTY |
| SIDEWALKS INTERNAL | PRIVATE TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER |

| NO | DATE | SUBMISSION / REVISIONS |
|---|---|---|
| 1 | 1/06/09 | SUBMITTED TO P.E.W.D. |
| 2 | 10/23/09 | SUBMITTED TO O.C., DI |
| 3 | 11/23/09 | REVISED PER O.C. C... |
| 4 | 12/18/09 | REV. PER OC. COMMENTS |

| | |
|---|---|
| DATE: | AUGUST 2009 |
| JOB NO.: | 07-0280.2340 |
| DESIGNED BY: | LAW |
| DRAWN BY: | JRW |
| CHECKED BY: | LAW |
| APPROVED BY: | FHW |

SCALE IN FEET:

PROJECT NAME:

DR. PHILLIPS OFFICE HEADQUARTERS

ORANGE COUNTY, FLORIDA

SHEET TITLE:

SITE PLAN

SHEET NO:

**C103**

SEAL:

LINDY A. SEGLER P.E. NO. 69441

DATE: Jan. 04, 2010

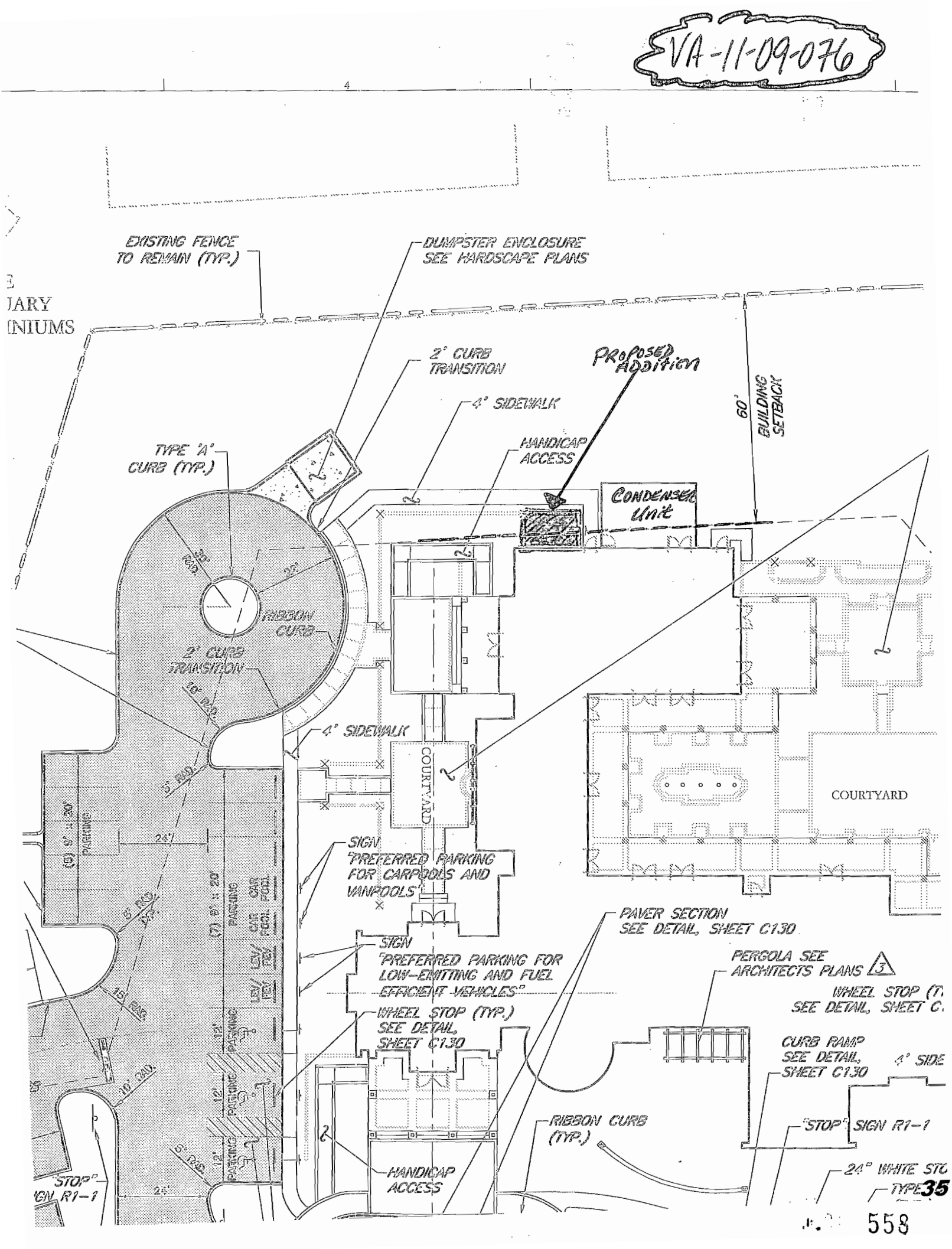

1750 New Broad Street, Orlando, Florida 32804
Tel.: 407.422.3330 Fax: 407.422.1329
www.mcww.com Reg. Bus. No.: 2565


© 2009 MSCW, Inc



1" = 557

VA-11-09-076


EXISTING FENCE TO REMAIN (TYP.)
DUMPSTER ENCLOSURE SEE HARDSCAPE PLANS
2' CURB TRANSITION
PROPOSED ADDITION
4' SIDEWALK
60' BUILDING SETBACK
TYPE 'A' CURB (TYP.)
HANDICAP ACCESS
CONDENSER Unit
RIBBON CURB
2' CURB TRANSITION
4' SIDEWALK
COURTYARD
COURTYARD
SIGN "PREFERRED PARKING FOR CARPOOLS AND VANPOOLS"
PAVER SECTION SEE DETAIL, SHEET C130
SIGN "PREFERRED PARKING FOR LOW-EMITTING AND FUEL EFFICIENT VEHICLES"
PERGOLA SEE ARCHITECTS PLANS
WHEEL STOP (TYP.) SEE DETAIL, SHEET C130
CURB RAMP SEE DETAIL, SHEET C130
RIBBON CURB (TYP.)
"STOP" SIGN R1-1
HANDICAP ACCESS
24" WHITE STOP
TYPE
(5) 9' x 20' PARKING
(7) 9' x 20' PARKING
CAR POOL
LEV/FEV
12' PARKING
24'
30' RAD.
5' RAD.
10' RAD.
15' RAD.
"STOP" SIGN R1-1

**TIMOTHY MCCOACH - VA-11-09-077**

**REQUEST:** Variances in R-2 zone as follows:
1) Convert existing single family residence into a duplex on lot size totaling 7,000 square feet in lieu of 8,000 square feet;
2) Allow lot width of 50 feet in lieu of 80 feet;
3) Allow minimum living area for one unit to be 360 square feet in lieu of 500 square feet; and
4) Allow side yard setback of 5 feet in lieu of 6 feet.
NOTE: This case is a result of code enforcement action.

**ADDRESS:** 1911 Oglesby Ave.

**LOCATION:** North side of Oglesby Avenue, south of W. Fairbanks Avenue, east of Formosa Avenue

**S-T-R:** 12-22-29

**TRACT SIZE:** 50 ft. x 40 ft.

**DISTRICT#:** 5

**LEGAL:** OLYMPIA HEIGHTS J/61 LOT 36 BLK C

**PARCEL ID:** 12-22-29-6172-03-360

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions: (unanimous)

1. Applicant must pull permits within 90 days of BZA approval.
2. The applicant shall provide an additional paved parking area comparable in size and adjacent to the existing parking drive. Said improvement shall be completed within 6 months or the case shall be subject to Code Enforcement action.

**SYNOPSIS:** The subject property is zoned R-2 and has been since October 1957. The residence on the property was also built in 1957. Several affidavits were submitted by the applicant from surrounding property owners that stated for as long as they can remember, the residence had been a duplex.

Sometime prior to 2007, the previous owner of the subject property too it upon himself to seal up one of the doors, thus converting the property to single family residence. That work was done without the aid of a permit.

The now owner of the subject property was cited by the Code Enforcement Division in February 2011 for converting the property back into a duplex without the aid of a permit. The applicant was unaware he needed permits to convert the property back into a duplex. He stated he simply wanted to convert the property

back into its original form and in order to do so, several variances would be required.

All of the variances are unavoidable because the house was built in 1957 when side yard setbacks and lot seizes were measured using different standards than today. Impacts of turning the lot back into a duplex are minimal.

The neighbor to the south spoke at the hearing and was concerned about parking on the subject property. The BZA board members, the applicant, and the neighbor worked out an agreement and added a condition of approval.

July 12, 2011

To: Orange County Board of Zoning Adjustment

From Timothy McCoach & Jennifer Brodnax

Please be advised that the door we installed on the west side of 1911 Oglesby was previously a window. We removed the window and placed a door in the location. The photos we provided show the new door. For privacy purposes we installed a swinging gate that swings out towards Oglesby Avenue.

We very much desire to be good home owners and add value to our neighborhood. Some of the over-all improvements we made to the home include painting, adding shutters, lawn improvement, weekly lawn maintenance, and extensive mulching.

Thank you very much.

**Timothy McCoach, Jennifer Brodnax**
**1660 Tremont Lane**
**Winter Park, FL 32792**
**407-697-1212**

July 12, 2011

To: Orange County Board of Zoning Adjustment

From: Timothy McCoach & Jennifer Brodnax

We are the owners of the house at 1911 Oglesby Avenue, Winter Park, FL 32789. Currently the house is a single family structure and zoned with an R-2 guideline. We desire to convert the house back to a duplex as it was prior to 2007. To comply with County guidelines for a duplex we are requesting four variances that are listed below.

#1 – Allow the structure to remain on a lot width totaling size of 7000 square feet in lieu of 8000 square feet.

#2 – Allow the minimum living areas for units at 360 and 800 square feet in lieu of 500 and 1000 square feet.

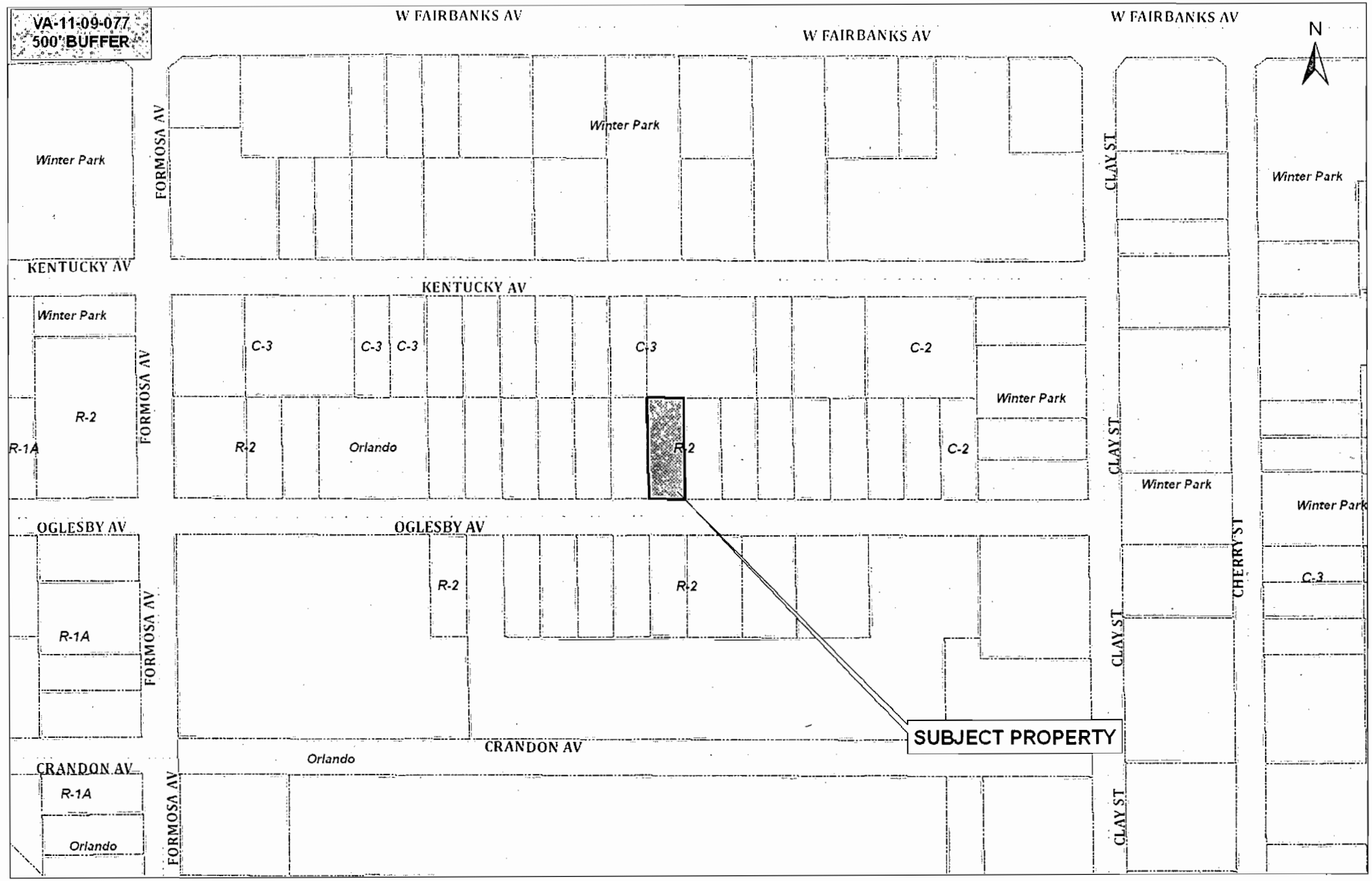
#3 – Allow the minimum lot width at 50 feet in lieu of 80 foot width.

#4 – Allow the minimum side yard at 5 feet in lieu of 6 foot width.

We thank you very much for your attention to our requests. As note above, this house was once a duplex and it is our desire to once again have it be a duplex that offers quality living opportunities for those who need a nice and affordable home.

Cordially, Timothy McCoach and Jennifer Brodnax.

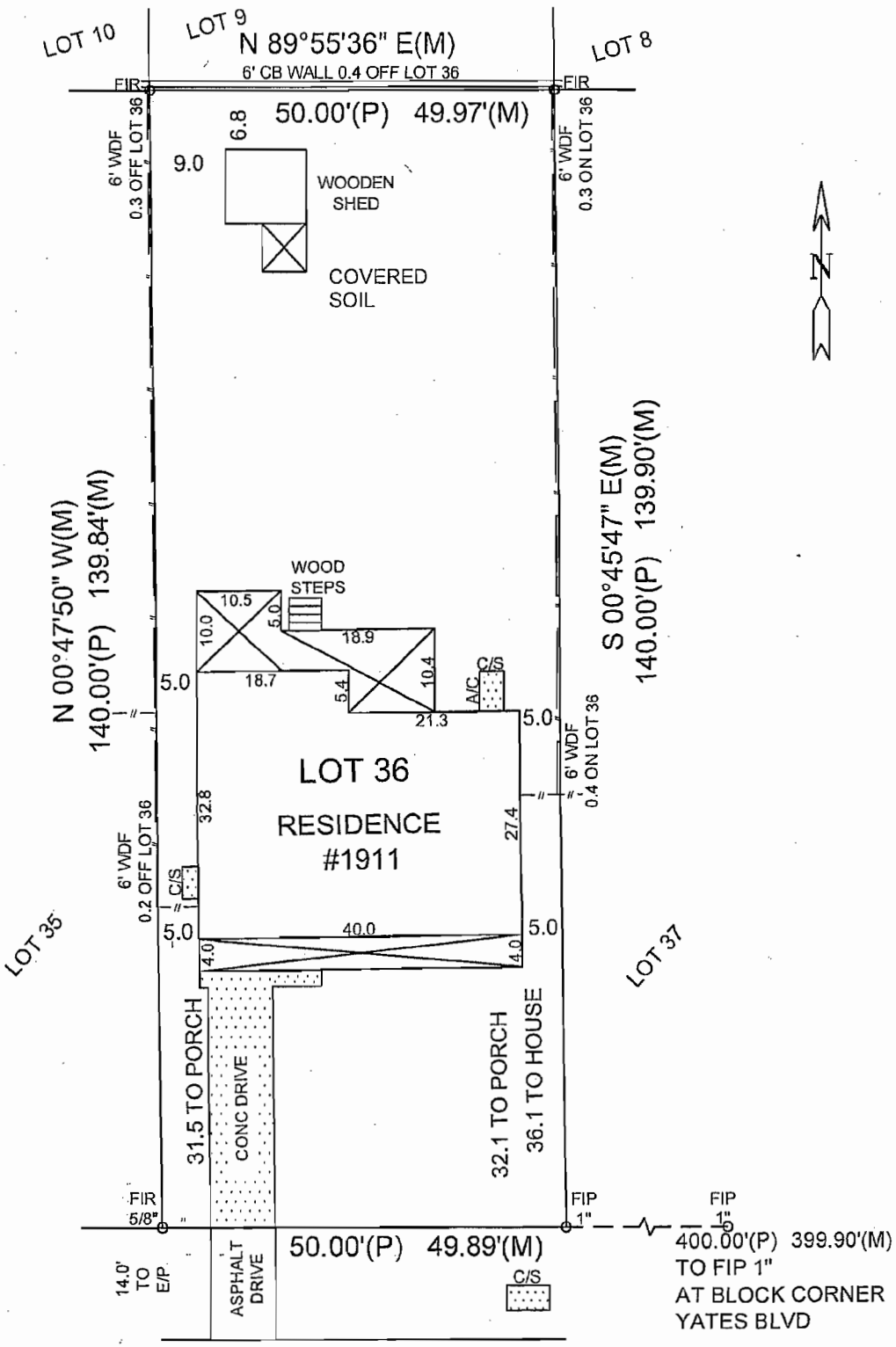
Timothy McCoach


VA-11-09-077
500' BUFFER
W FAIRBANKS AV
W FAIRBANKS AV
W FAIRBANKS AV
N
Winter Park
FORMOSA AV
Winter Park
CLAY ST
Winter Park
KENTUCKY AV
KENTUCKY AV
Winter Park
C-3
C-3
C-3
C-3
C-2
Winter Park
R-2
R-1A
FORMOSA AV
R-2
Orlando
R-2
C-2
CLAY ST
Winter Park
Winter Park
OGLESBY AV
OGLESBY AV
R-2
R-2
C-3
R-1A
FORMOSA AV
CLAY ST
CHERRY ST
SUBJECT PROPERTY
CRANDON AV
Orlando
CRANDON AV
R-1A
FORMOSA AV
CLAY ST
Orlando

SURVEY OF 1911 OGLESBY AVENUE, WINTER PARK, FLORIDA 32789

LOT 36, BLOCK C, OLYMPIA HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK J, PAGE 61, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

FLOOD ZONE = X




THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE CURRENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO WITHIN ONE YEAR OF THE FIELD DATE NOTED ON THIS SURVEY.

0 10' 20' 40'

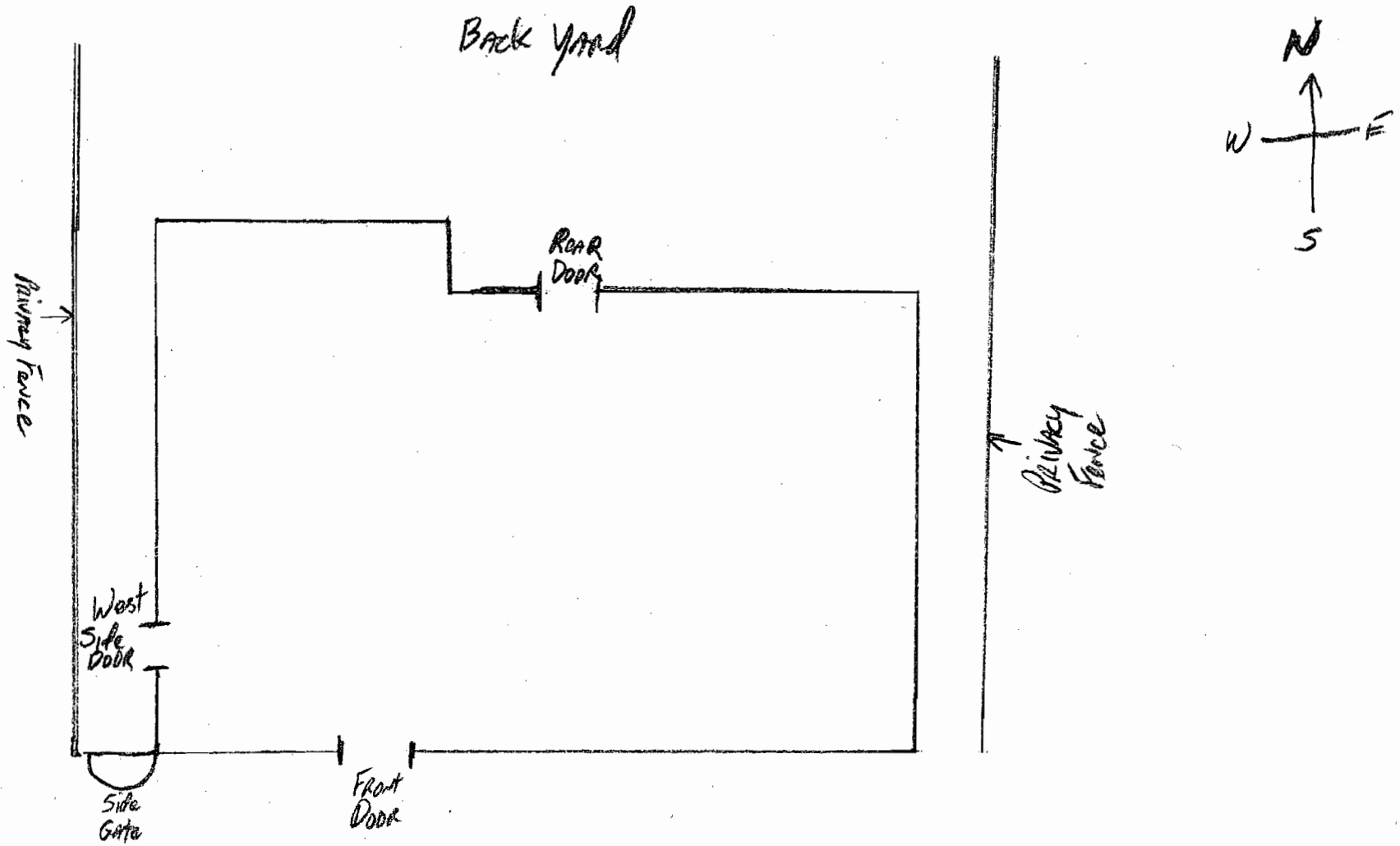
SCALE: 1"= 20'

COVERED ENTRANCE | E SCREEN ENCLOSED AREA | P SCREEN ENCLOSED WITH POOL | — X — 4' CHAIN LINK FENCE | — // — 6' WOOD FENCE

NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
NOTES: (1) IN COMPLIANCE WITH F.A.C. 61G17-6.0031-4-E, IF LOCATION OF EASEMENTS OR RIGHTS-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. (2) IF APPLICABLE, FENCES SHOWN MEANDER ON OR OFF LINES. (APPROX.) (3) NO EXCAVATION OR MAPPING OF UNDERGROUND IMPROVEMENTS HAS BEEN PERFORMED. CORNER MARKERS ARE 1/2" DIAMETER UNLESS NOTED OTHERWISE.
BASIS OF BEARINGS IS R/W LINE (USING PLAT BEARING OR ASSUMED) UNLESS NOTED OTHERWISE

5641

LEGEND: (C) = CALCULATED, C# = CURVE NUMBER , CB= CABLE BOX, LP= LIGHT POLE, C/S = CONCRETE SLAB, CLF = CHAIN LINK FENCE, CONC = CONCRETE CSW = CONCRETE SIDEWALK, (D) = DEED, DE = DRAINAGE EASEMENT, EB= ELECTRIC BOX, EOW = EDGE OF WATER, E/P = EDGE OF PAVEMENT, (F) = FIELD,F/C = FENCE CORNER, FND = FOUND, FND CAPPED, FXC = FOUND X CUT, FCM = FOUND CONCRETE MONUMENT, FIP = FOUND IRON PIPE, FIR = FOUND IRON ROD, FN = FOUND NAIL, FND = FOUND NAIL & DISK




#1911

Oglesby Ave

**DAN BERRY - SE-11-09-078**

**REQUEST:** Special Exception in C-3 zone for an outdoor/indoor market. (NOTE: A Special Exception is required for an outdoor market in the commercial zoning districts. One hundred and fifty (150) outdoor booths are proposed)

**ADDRESS:** 4636 W Colonial Dr., Clifton St.

**LOCATION:** South side of West Colonial Dr., 1/2 mile east of Pine Hills Dr.

**S-T-R:** 29-22-29

**TRACT SIZE:** 10 acres

**DISTRICT#:** 6

**LEGAL:** BEG 27 FT W OF NE COR LOT 3 WEST ORLANDO 1ST ADD P/32 TH RUN W 137.24 FT S 760 FT E 306.2 FT M/L N 150 FT W 30 FT N 610 FT W 137.24 FT N 107.5 FT TO POB & WEST ORLANDO FIRST ADDITION P/32 BLK D1 (LESS LOTS 1 2 & 3 & LESS BEG NE COR LOT 4 TH RUN W 41.88

**PARCEL ID:** 29-22-29-0000-00-016 29-22-29-0000-00-057

**DECISION:** Denied the Special Exception request in that the Board finds it did not meet the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does adversely affect general public interest. (unanimous)

**SYNOPSIS:** The applicant proposed an outdoor market in conjunction with an auto-auction already on site. The proposed outdoor market contained 90 outdoor booths to be operated from Friday to Saturday, 8:00AM to 4:00PM.

Staff had several concerns with the request and stated the issues at the hearing. Several members from the public spoke in opposition at the hearing. The BZA had the same reservations as staff and the public and denied the request.

The applicant was aware of staff's recommendation of denial and did not show up to the public hearing.

ORLANDO AUTO AUCTION

4636 West Colonial Drive • Orlando, FL 32808 • 407-299-3904 • fax 407-299-5808

June 3, 2011

To: Respected Members of the Zoning Board

As a business owner trying to survive in these troubled times, I am constantly searching ways to meet my financial obligations to my family and community. I am the owner of the Orlando Auto Auction since its beginning in May 1976 and always have been located in Orlando, Fla. The automotive industry has been struggling, at best, for a few years now, so the need to find other ways to earn an income in order to survive is here.

My business location is in West Orange County across the street from the Orange County Fairgrounds on Colonial Dr. All or most of the properties in the area are zoned as commercial in the Pine Hills area. Currently the location is utilized as an automobile auction opened to Licensed Auto Dealers. We conduct the auctions every Monday night offering 350 vehicles to about 500 registered dealers participating. The balance of each week is administrative work and outside ops. There are about 40 individuals employed both full and part time hours. The property is on 10 acres with 95% paved parking. There are two buildings on property covering about 42000 sq ft.

What I am requesting at this time is a special exception to conduct a Farmers Market each weekend, to be opened Friday until Sunday. Not pretending to know the proper procedures in running this type of operation I have plans to employ an individual that has over 20 years successful experience in the field, so that it may be run properly and a good service to the community.

I have attached a site plan and legal descriptions of the property and more material describing the business plan. Thank you in advance for considering this zoning exception.

Respectfully;

Daniel A Berry
President
Orlando Auto Auction ,Inc.

ORLANDO AUTO AUCTION

4636 West Colonial Drive • Orlando, FL 32808 • 407-299-3904 • fax 407-299-5808

July 14, 2011

To all respected members of the zoning board:

This is a follow up letter to address all current zoning codes and to share our plans for a farmers market.

There will be two phases, in the beginning with 90 indoor booths located inside the main warehouse building where there are paved parking spaces for 192 vehicles, the second phase there will be 150 booths outside with 307 paved parking spaces.

The hours of operation will be on Friday, Saturday and Sundays from 8:00 AM until 4:00 PM.

At our facility there are 6 restrooms which include 2 handicapped access bathrooms, 2 restrooms located in the front of the main building and 2 in the rear of the building, additionally 2 located in the back warehouse building. There is a handicap ramp on the Westside of the warehouse for consumer traffic.

The property landscaping includes a front lawn also grass along the front sidewalk and on the eastside property there is grass between the street and the fenced area. The Westside boarders Clifton St. and to the south border is wooded area. Beyond the wooded area is the East/West Expressway (408).

All of the roads giving access to our facility are dedicated paved streets.

We have no loudspeakers or sound systems and understand that those items are prohibited also we have no commercial vehicles to be routed through residential roadways.

There is one sign located on Colonial Dr that is in accordance with Section 31-5 of the Zoning codes. There is no plan for additional signage.

Goods and materials will be removed each day at closing and to be properly stored in the warehouse or removed from the property.

The refuse containers or dumpsters are located out of view from the public street in the middle of the property near the rear.

All building structures on property are well maintained aesthetically at this time however near future plans includes new color changes.

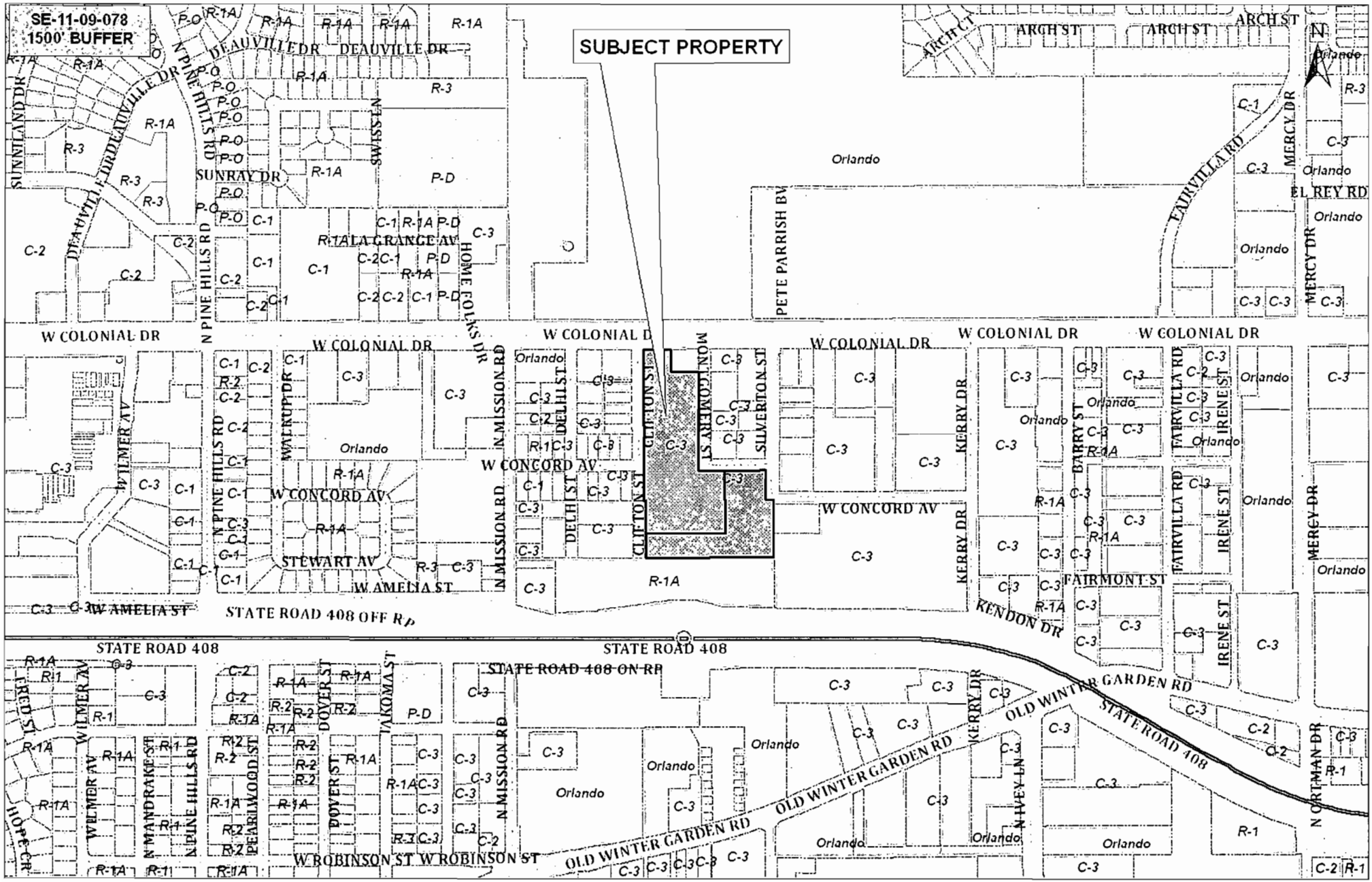
Development is in accordance with all applicable regulations.

This use shall comply with all of the regulations set forth by the Orange County Codes to include no manufacturing of any kind, no out-door runs and no accessory buildings on property.

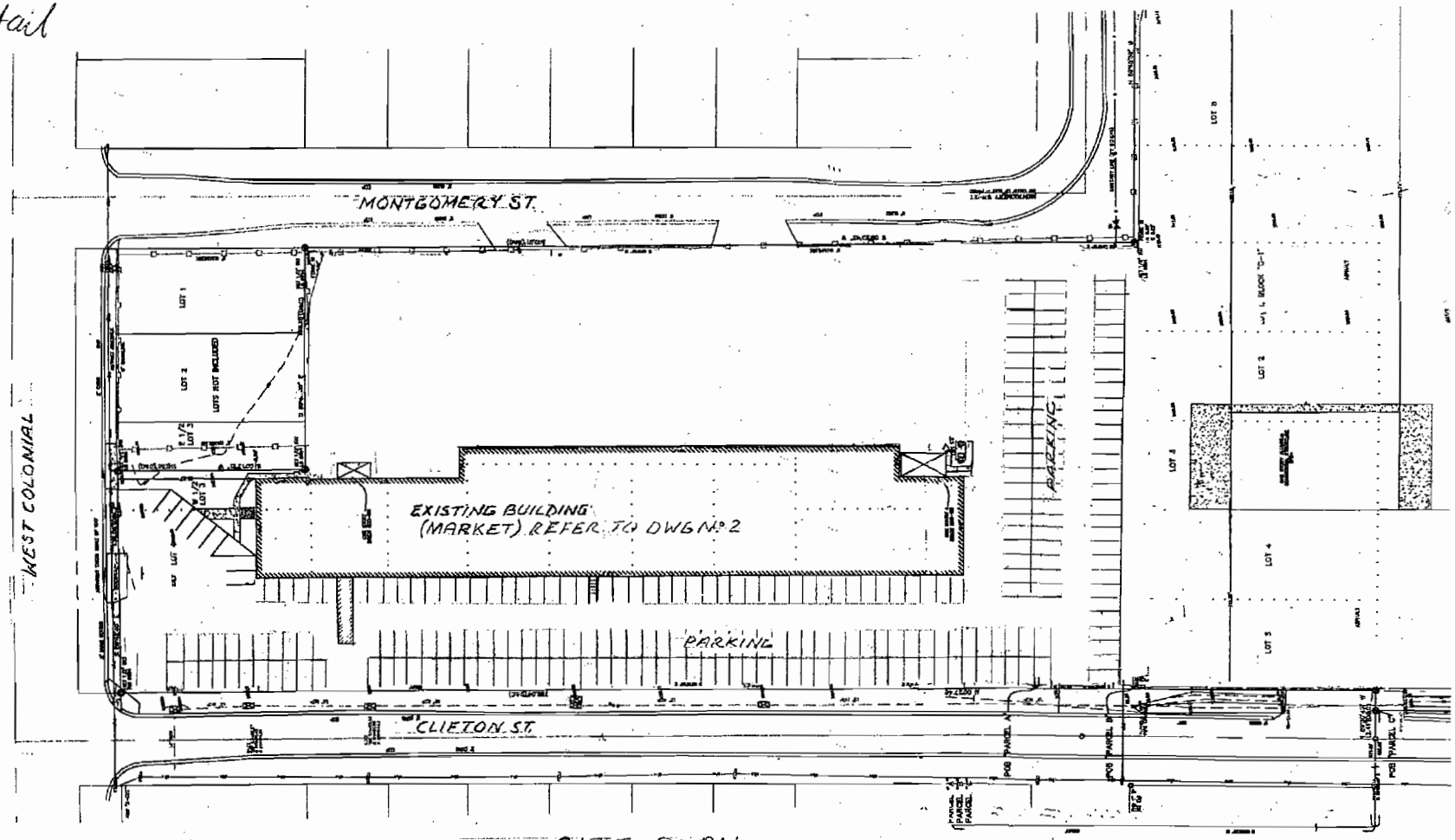
Thank you in advance for consideration in this matter.

Sincerely;

Daniel A Berry
President
Orlando Auto Auction, Inc.


SE-11-09-078
1500' BUFFER
SUBJECT PROPERTY
N
Orlando
W COLONIAL DR
STATE ROAD 408
STATE ROAD 408 OFF RP
STATE ROAD 408 ON RP
W CONCORD AV
STEWART AV
W AMELIA ST
FAIRMONT ST
KENDON DR
OLD WINTER GARDEN RD
W ROBINSON ST
DEAUVILLE DR
SUNRAY DR
LA GRANGE AV
ARCH ST
ARCH CT
EL REY RD
MERCY DR
FAIRVILLA RD
PETE PARRISH BV
N PINE HILLS RD
WILMER AV
WALKUP DR
HOWE FOLKS DR
N MISSION RD
DELHI ST
CLIFTON ST
MONTGOMERY ST
SILVERTON ST
KERRY DR
BARRY ST
IRENE ST
N ORTMAN DR
N HIVEY LN
SUNNYLAND DR
SWISS MS
DOVER ST
TAKOMA ST
PEARLWOOD ST
N MANDRAKE ST
FRED ST
R-1A
R-1
R-2
R-3
C-1
C-2
C-3
P-O
P-D

Detail

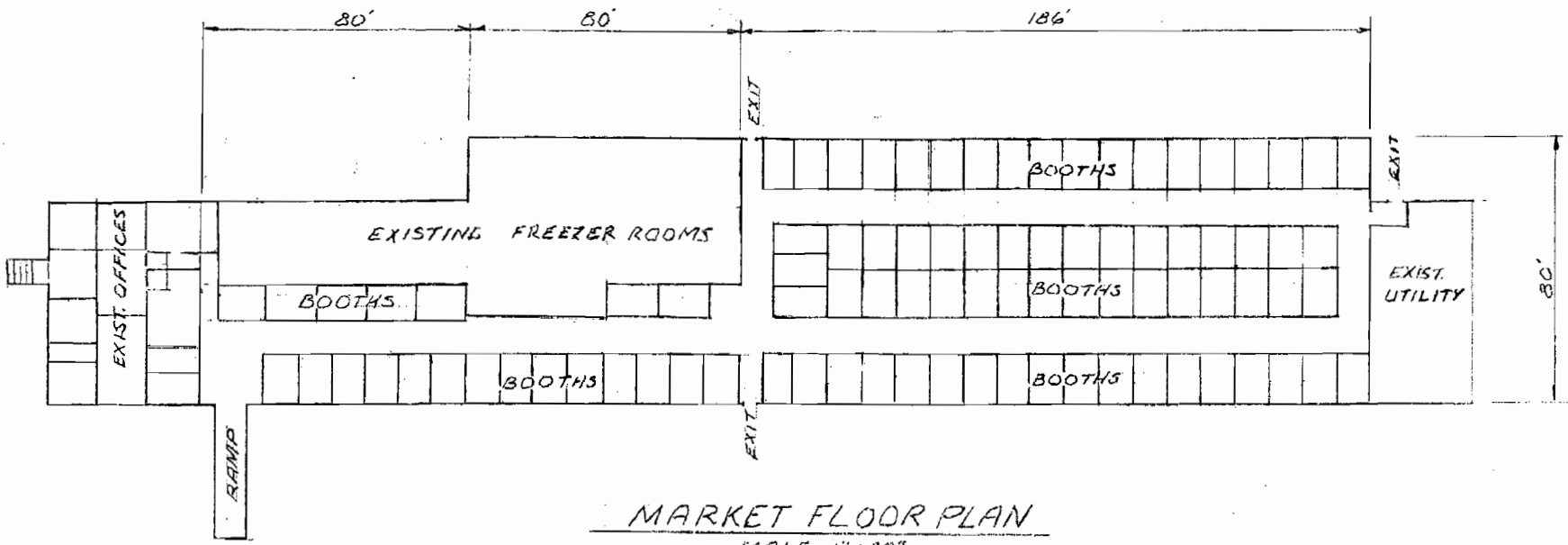



SITE PLAN
SCALE 1" = 60'

PHASE I. 90 INDOOR BOOTHS
& 192 PARKING SPACES

PROPOSED FARMER'S MARKET
PHASE I - COVERED MARKET
BERRY INVESTMENTS LLC.
4636 WEST COLONIAL DRIVE

DRAWING Nº 1




MARKET FLOOR PLAN

SCALE 1" = 30'

NOTES

1. NUMBER OF BOOTHS = 90
2. NOMINAL BOOTH SIZE = 10' x 15'
3. NOMINAL AISLE WIDTH = 10'

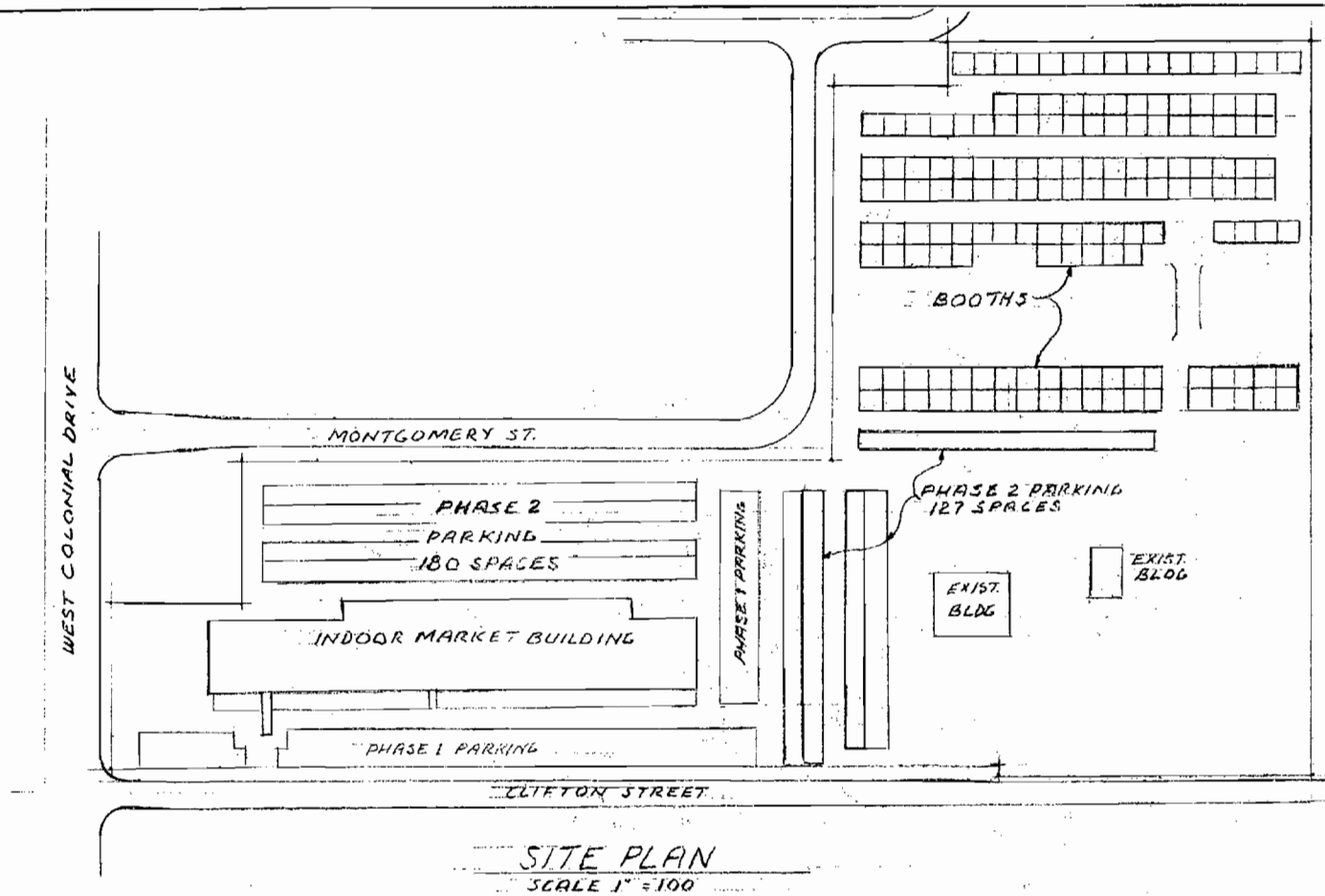
PROPOSED FARMERS MARKET

PHASE I - COVERED MARKET

BERRY INVESTMENTS LLC.

4636 WEST COLONIAL DRIVE

DRAWING Nº 2




SITE PLAN

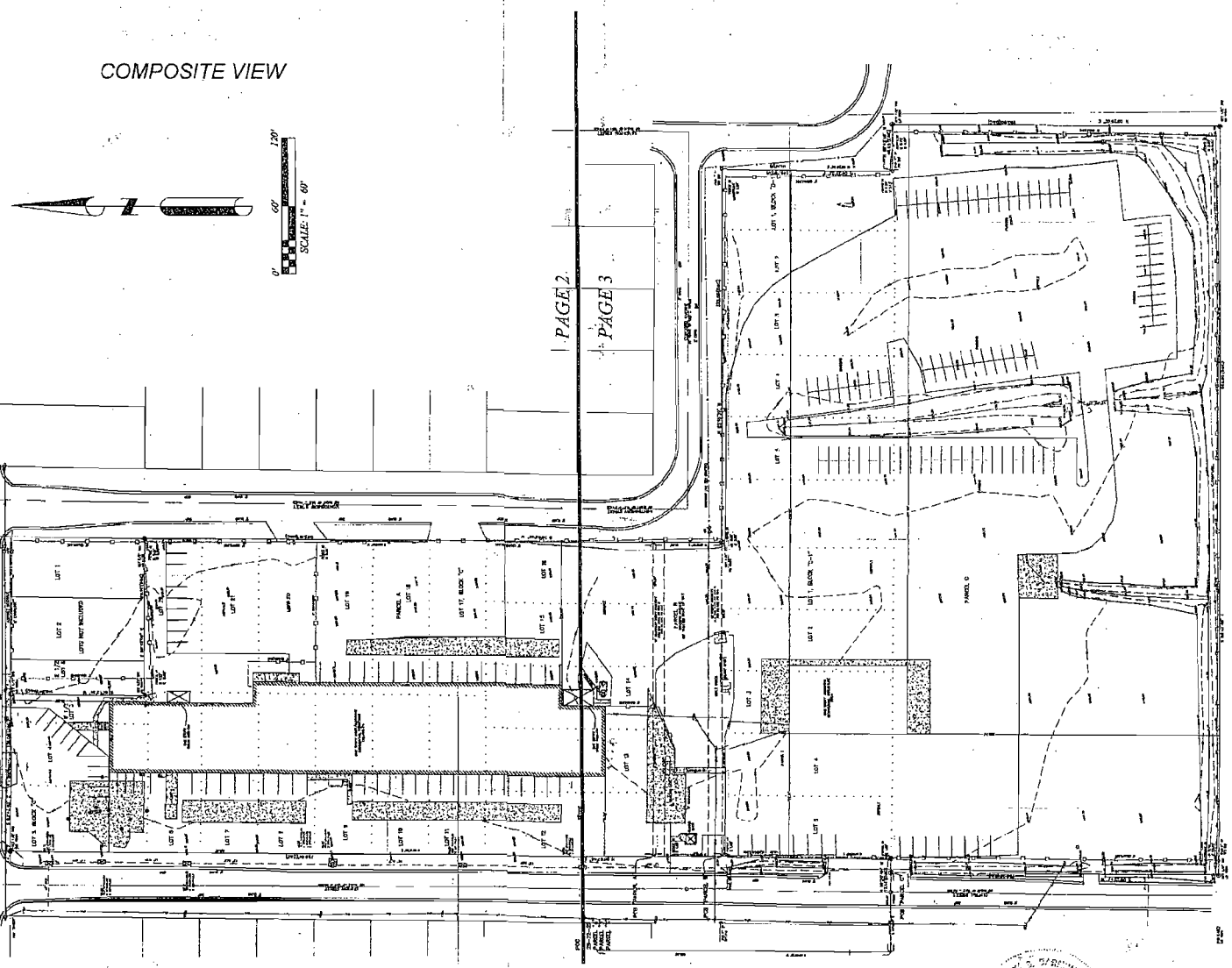
SCALE 1" = 100

PHASE 2 160 OUTDOOR BOOTHS
PHASE 2 PARKING = 307 SPACES
TOTAL PARKING PH. 1 & 2 = 499

PROPOSED FARMER'S MARKET
PHASE 2 - OUTDOOR MARKET
BERRY INVESTMENTS LLC
4636 WEST COLONIAL DRIVE

DRAWING N°3

## COMPOSITE VIEW




| | |
|---|---|
| Field Date: 02/04/2005 | Drawn by: BT |
| Scale: 1" = 60' | Checked by: JSB |
| Sheet 1 of 3 | Job Number: ORL05035 |

# BOUNDARY & TOPOGRAPHIC SURVEY

Section 29, Township 22 South, Range 29 East
Orange County, Florida

CERTIFY TO:
Eerry Investments I, LLC
Attorney's Title Insurance Fund, Inc
John L. Thomas, II, Attorney at Law
Marks Gray, P.A., Attorneys at Law

GEOMARKS LAND SURVEYORS, INC.
Florida LB #6994
7339 E. Colonial Drive, Suite 5
Orlando, FL 32807
Phone: (407) 756-1697; Fax: (407) 275-5275
E-mail: geomarks@aol.com

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

2/14/05
Date

John S. Barnhill, PSM #5449

| No. | Revisions | Date |
|---|---|---|
| 1 | Preliminary Boundary & Topographic Survey | 02/04/2005 |
| 2 | Boundary & Topographic Survey | 02/04/2005 |
| 3 | Revised per Client Request | 02/14/2005 |
| 4 | | |
| 5 | | |

DWG: \\Steve\Land Projects 2005\Atlas\ORL05035\dwg\ORL05035.dwg | DATE: Feb 14, 2005 10:04am

ORANGE COUNTY GOVERNMENT
FLORIDA

STAFF REPORT
CASE #SE-11-09-078
Orange County Zoning Division
Tim McClendon:Planner
Board of Zoning Adjustment
09/01/2011
Commission District: 6

GENERAL INFORMATION:

APPLICANT: DAN BERRY

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in C-3 zone for an outdoor/indoor market.
(NOTE: A Special Exception is required for an outdoor market in the commercial zoning districts. One hundred and fifty (150) outdoor booths are proposed)

LOCATION: South side of West Colonial Dr., 1/2 mile east of Pine Hills Dr.

PROPERTY ADDRESS: 4636 W Colonial Dr.

PARCEL ID: 29-22-29-0000-00-016
29-22-29-0000-00-057

PUBLIC NOTIFICATION: 145

TRACT SIZE: 10 acres

DISTRICT #: 6

ZONING: C-3

EXISTING USE(S): car dealership

PROPOSED USE(S): Outdoor market

SURROUNDING USES: N – Central Florida Fairgrounds
S – Heavily wooded single family residential lot
E – Heavy commercial uses
W – Mix of heavy commercial uses and single family residences

STAFF FINDINGS AND ANALYSIS:

1. The applicant is proposing an indoor/outdoor open air market on the subject property. The applicant has proposed two phases for the market. The first phase contains 90 indoor booths located inside the main warehouse building. The second phase would contain 150 outdoor booths.
2. The proposed operating hours for the indoor/outdoor markets would be from Friday to Sunday, 8:00am to 4:00pm.
3. The applicant's proposed site plan has indicated there is ample parking on site for both the indoor and outdoor markets.
4. The applicant has stated that goods and materials will be store in the warehouse each day at closing or removed from the property.
5. The main warehouse building is well maintained and aesthetically pleasing. The applicant stated in his cover letter that he does plan paint the building a new color.
6. There are permanent restroom facilities located inside the main warehouse building.
7. There is one pole sign located on the property that is currently in compliance with Orange County Code. There is no plan for additional signage.
8. The applicant provided letters of support from several neighboring property owners as well as a letter of support from the Pine Hills Community Council.
9. The proposed use is similar and compatible with the surrounding areas. There are several heavy commercial uses adjacent to the property. The Central Florida Fairgrounds is located directly across the street as well.
10. The proposed use meets and exceeds performance standards of the C-3 zoning district.

STAFF RECOMMENDATION:

Staff recommends approval of the Special Exception request with the minimum following conditions:

1. Development in accordance with the site plan submitted with the application. 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; and
2. The markets shall only operate from 8:00am to 4:00pm on Fridays, Saturdays, and Sundays.
3. Landscaping adjacent to public right-of-ways and other properties shall be in accordance with section 24-4 of Orange County Code. Buffer yards shall comply with buffer yard type B of section 24-5 of Orange County Code.
4. Loudspeakers, live music, sound enhancement devices and public address systems shall be prohibited.
5. Any signage shall be in accordance with section 31-5 of Orange County Code.

6. Goods, materials or products associated with the use shall no be stored outdoors when the use is not in operation. This does not apply to overnight storage between consecutive days of operation.
7. The main warehouse shall maintained aesthetically and structurally sound to ensure public safety.
8. Use permits shall be obtained within 3 yrs. of BZA approval or this approval becomes null and void.

**SOLOMON SCHICK - VA-11-10-079**

**REQUEST:** Variance in P-O zone to construct covered carport 5 ft. from rear (east) property line in lieu of 30 ft.

**ADDRESS:** 210 N Wymore Rd.

**LOCATION:** East side of N. Wymore Rd., 50 ft. north of Euston Rd., 1/4 mile north of W. Fairbanks Ave.

**S-T-R:** 02-22-29

**TRACT SIZE:** 53 ft. x 140 ft.

**DISTRICT#:** 5

**LEGAL:** GLENCOE SUB L/132 LOT 1 & N1/2 LOT 2 BLK D

**PARCEL ID:** 02-22-29-2996-04-010

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met. (unanimous)

**SYNOPSIS:** The applicant is proposing a modification to a previously approved variance to construct an open-sided carport. The original variance was to construct it 10 ft. from the rear property line. This request is to redesign the carport so it is built 5 ft. from the rear property line. Staff advised the BZA the 10 ft. setback still did not provide enough space for cars to back out without making contact with the row of cars behind the carport. The BZA understood. There was no opposition to this request.

# Common Sense Solutions, Inc.

MANAGING PROJECTS TO SURVEY THE LAND AND CREATE BOUNDARIES

REQUEST FOR VARIANCE
Parcel NUMBER 02-22-29-2996-04-010
210 North Wymore Road

ORANGE COUNTY ZONING
Attn: Mr. Rocco Velvini &
To Whom It May Concern

Dear Sirs:

The attached submittal is submitted to you in request of a variance changing a recently acquired 10 foot setback to a 5 foot setback in order that a simple parking structure can be safely constructed at the rear of the above referenced parcel. It has been discovered that the 10 foot setback previously granted will not allow an automobile to back up out of the structure without possibly striking the automobile occupying the Handicap Parking space at its rear...a 5 foot setback will allow for construction that will be safe.

Plans are to construct this structure at the base of the 5 foot setback allowing for cars to be pulled in easterly.

The roof shall be constructed in a color matching the existing building creating a cosmetic pleasing to the eye as well as providing covered protection for employees and clients not afforded now.

This small structure when complete will have at the rear mature vibernum creating a landscaped hedge and allowing for a pleasing visual protection between this property and the adjacent lot to the rear said lot owned by the same owner being the subject of this submittal.

Lots to the south and north are also PO zoned with the aforementioned lot to the east being R-1A single family. There is no Zoning conflict affecting this submittal. The west boundary is Wymore Road an existing 50 foot right-a-way. There were no letters of objection submitted because there were none.

We apologize for any inconvenience this change in our request may have caused. Questions may be directed to my office by e-mail or by phone.

Thank you so much for your consideration.

Ronald G. White
Principal

ADDITIONAL EXHIBITS
08-15-11

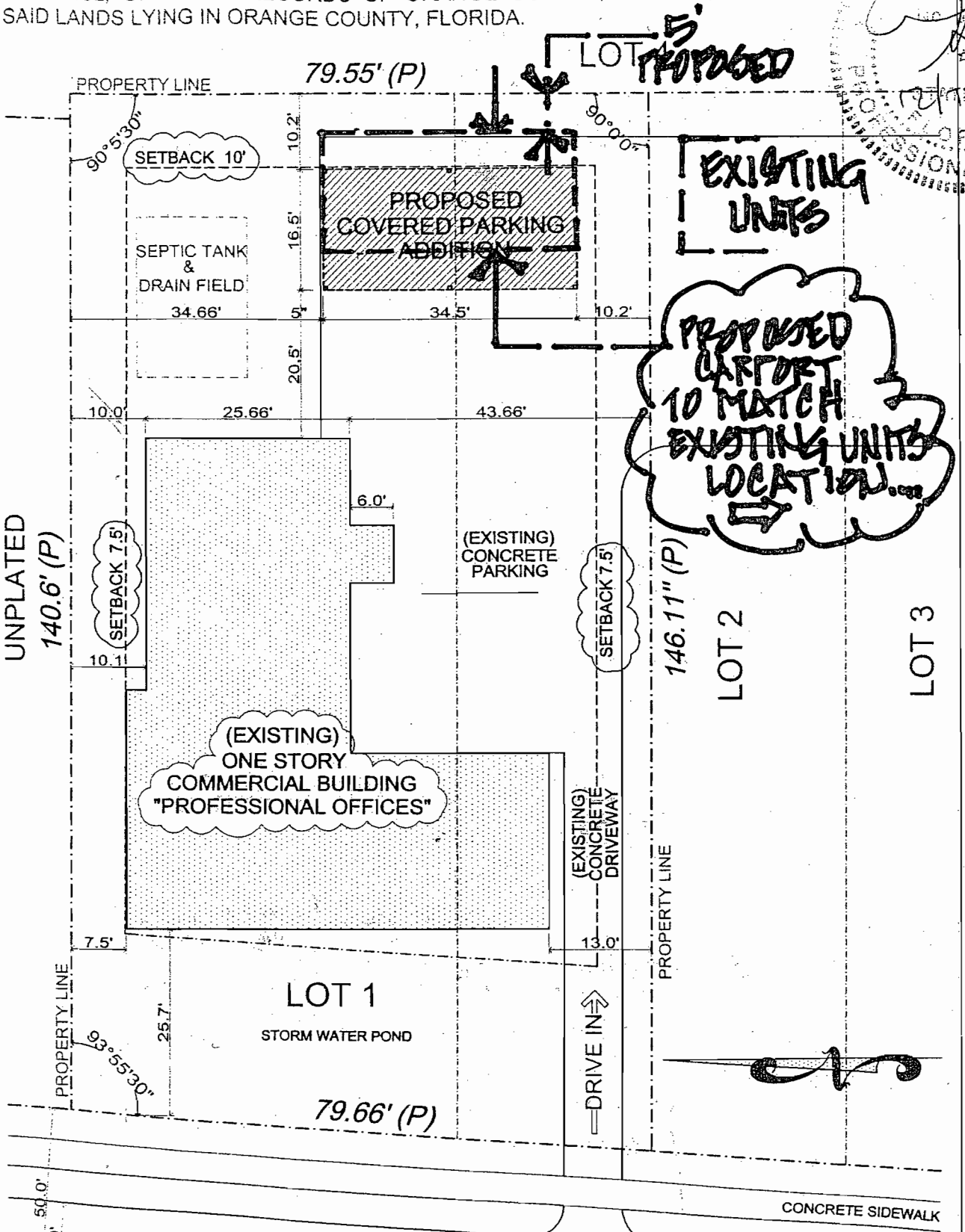


Maitland Office Park • 500 N. Maitland Ave. • Suite 109 • Maitland, FL 32751 • Phone: 407.406.3100 • E-Mail: cssi.ron@cfl.rr.com


VA-11-10-079
500' BUFFER
SUBJECT PROPERTY
N
P-D
P-O
R-1A
R-3
Winter Park
I-4
I-4 OFF RP
N WYMORE RD
FRANKLIN AV
OLOLU DR
LOTAPUN AV
EUSTON RD
PELHAM RD
LAKE FAIR LN
SALISBURY BV

## LEGAL DESCRIPTION:

LOT 1 AND NORTH (26.55 FEET) OF LOT "2", BLOCK "D", GLENCOE. ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BLOCK "L" PAGE 132, OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID LANDS LYING IN ORANGE COUNTY, FLORIDA.




# SITE PLAN

SCALE: 1" = 20'

BUILDING CODE, 2007 EDITION (FBC, 2007) and (FBC 2009 SUPLEMENTAL)


ANGEL LOPEZ
ENGENEER
FL. REG. No 65179
3705 OAK POINTE BLVD.
KISSIMMEE, FL. 34746
321 746 3945


PROPOSED ADDITION TO BUILDING OFFICE OF:
SOLOMON SCHICK & Associates
210 N. WYMORE ROAD
WINTER PARK, FLORIDA, 32789

LOCATION MAP
PROJECT IDENTIFICATION
SITE PLAN
AREA CALCULATION

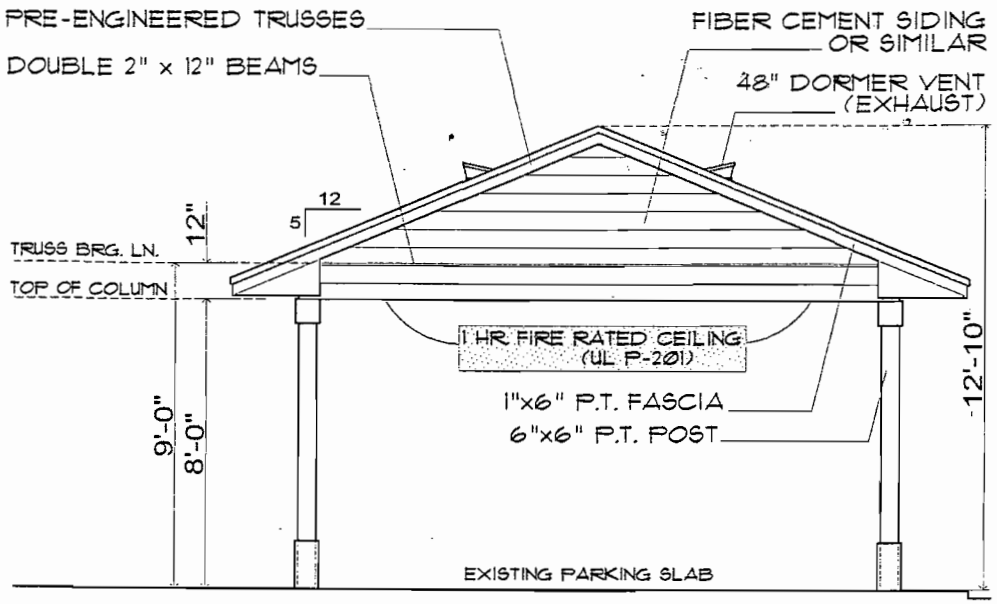

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REVISIONS
OCT. 15-2010: Updated plans to Building Dept. comments.

Checked By: CSM
Date: JULY 2010
Scale: SCALE INDICATED

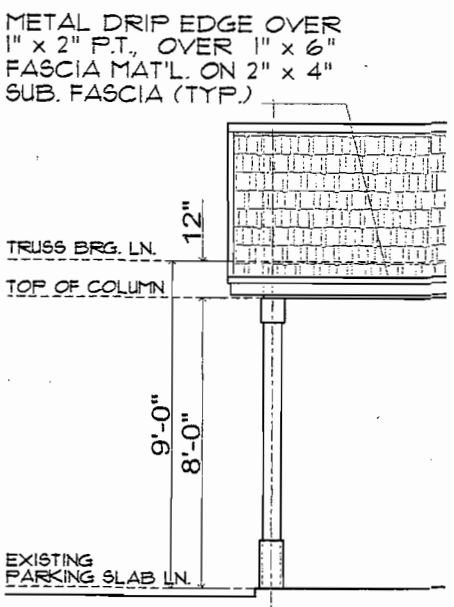
A-1
OF 4 SHEETS

58

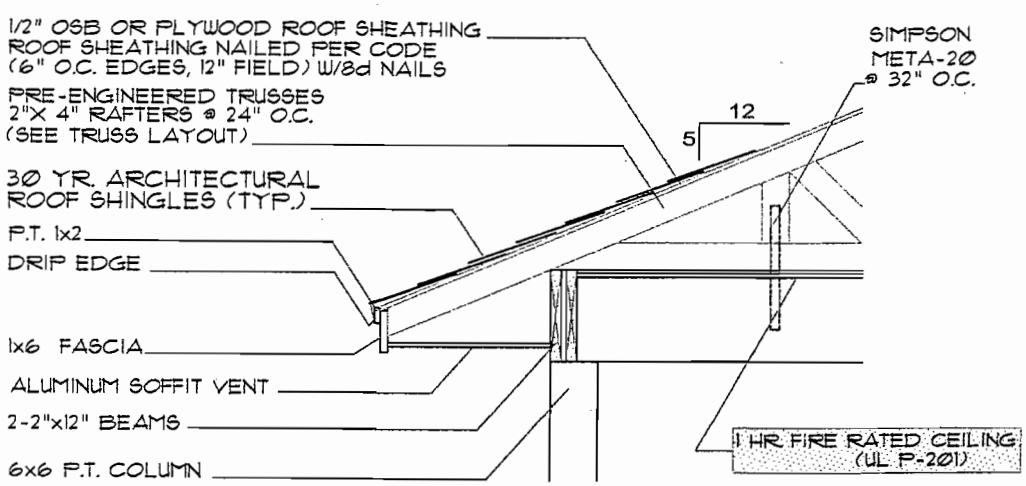



# RIGHT & LEFT SIDE ELEVATION

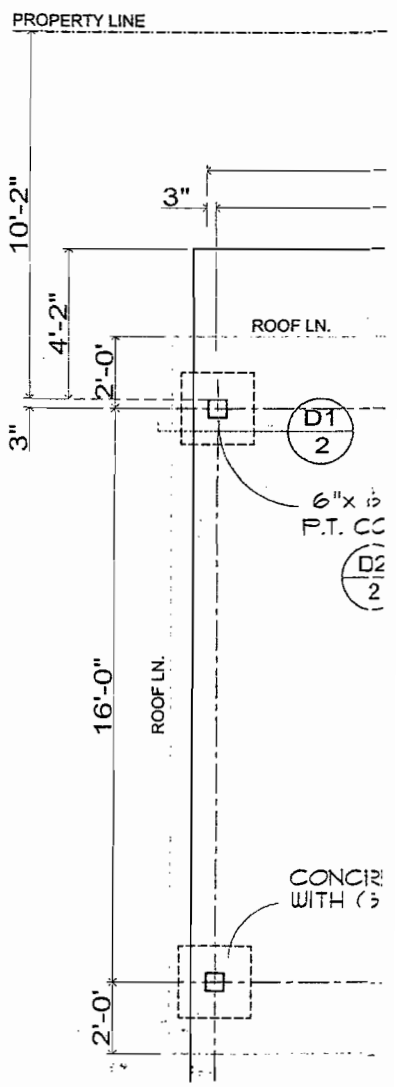
SCALE: 3/16" = 1'-0"




# FRONT & REAR




## D3 ROOF SECTION DETAIL




## GENERAL AND STRUCTURAL NOTES

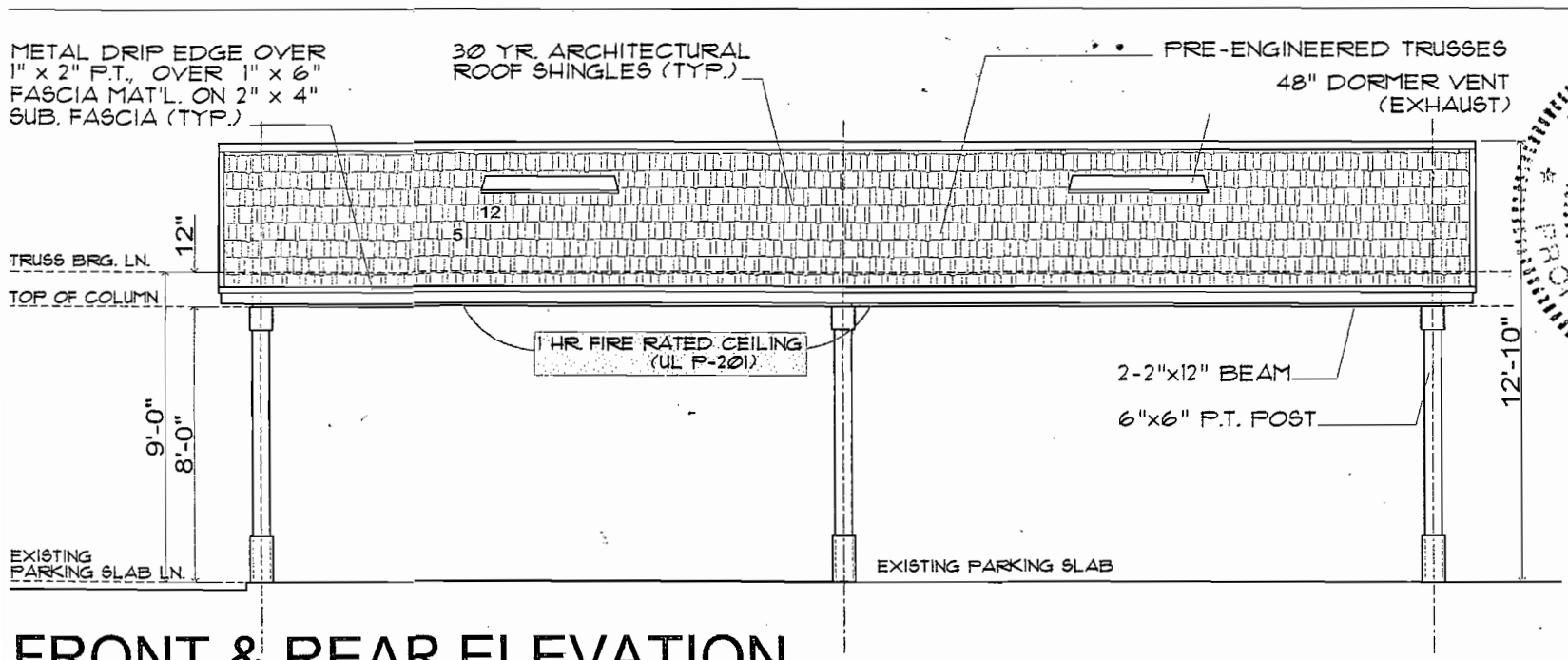
1. ALL WORK BY ALL TRADES SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, STANDARDS, OR RESTRICTIONS, WHETHER INDICATED ON PLANS OR NOT.
2. ALL SECTIONS DETAILS AND NOTES SHOWN ON THESE DRAWINGS ARE INTENDED TO TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS UNLESS OTHERWISE NOTED.
3. SOIL BEARING CAPACITY IS ASSUMED TO BE 2500 PSI.
4. CONCRETE SHALL COMPLY WITH ALL THE REQUIREMENTS OF ASTM 694-61 FOR ALL MEASURING, MIXING, AND TRANSPORTING.
5. CONCRETE SHALL MEET DESIGNED COMPRESSIVE STRENGTH AS NOTED ON DRAWINGS WITHIN 28 DAYS.
6. REINFORCING STEEL SHALL BE ASTM A615, GRADE 60, FY = 60,000 psi, DEFORMATION BARS IN ACCORDANCE WITH THE LATEST ASTM SPECIFICATIONS.

## FOUNDAT

59

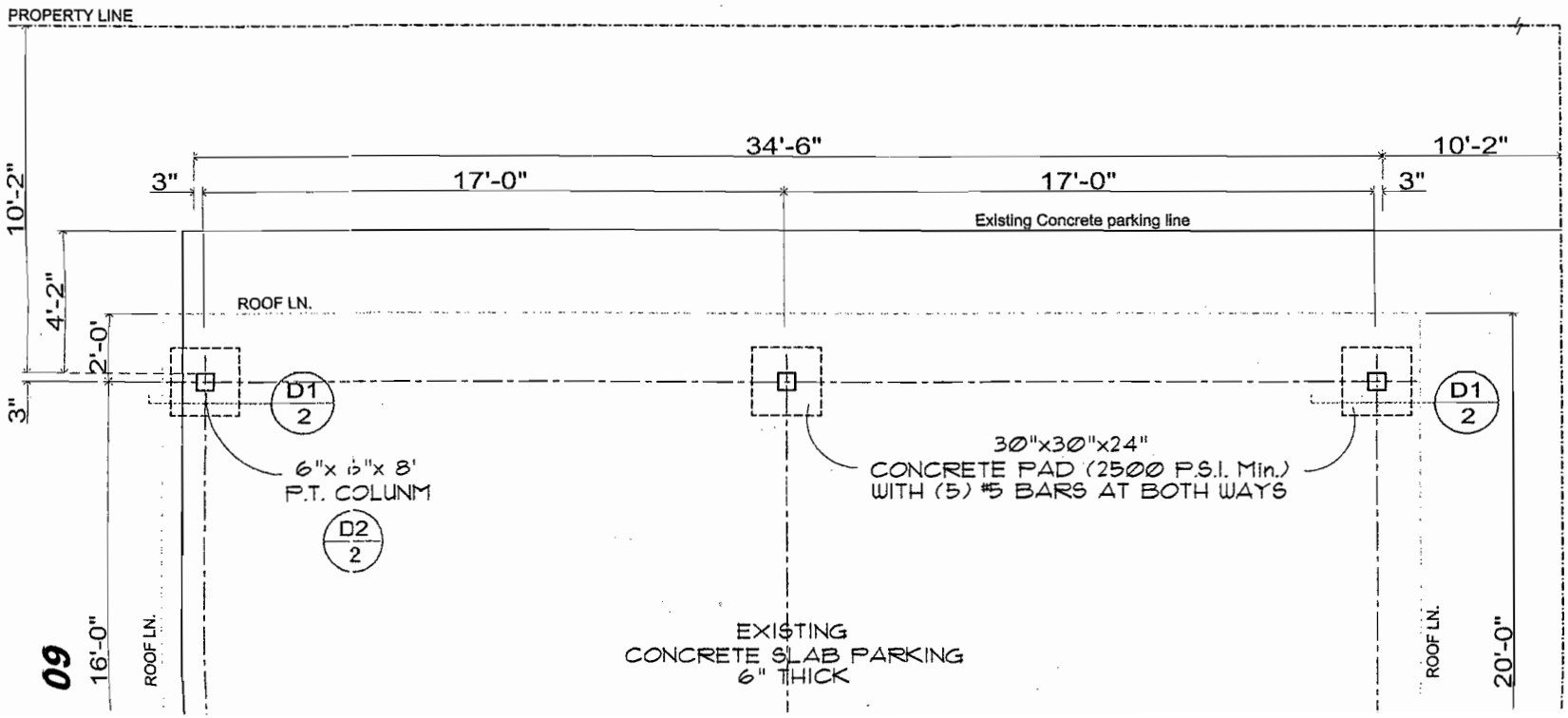
582

* THESE DRAWINGS HAVE BEEN REVIEWED TO COMPLY WITH THE FLORIDA BUIL




# FRONT & REAR ELEVATION

SCALE: 3/16" = 1'-0"




09

ANGEL LOPEZ
ENGENEER
FL REG. No 65179
4/8/11
3705 OAK POINTE BLVD.
KISSIMMEE, FL. 34746
321 746 3945

PROPOSED ADDITION TO BUILDING OFFICE OF:
SOLOMON SCHICK
& Associates
210 N. WYMORE ROAD
WINTER PARK, FLORIDA, 32789

FOUNDATION & FLOOR PLAN
FRONT & REAR ELEVATION
LEFT & LEFT SIDE ELEVATION
DETAILS & NOTES

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**JOSE M. SERDOU - VA-11-10-080**

**REQUEST:** Variances in R-1 zone as follows:
1) To construct open-sided garage addition to existing detached garage 1.7 ft. from side (west) property line in lieu of 5 ft.; and
2) To construct a 337 sq. ft. open-sided garage addition to existing garage with a resulting cumulative sq. footage of 1009 sq. ft. in lieu of 604 sq. ft.
(NOTE: A 672 sq. ft. detached accessory building (garage exists on-site. The applicant wants to add a 337 sq. ft. open-sided addition to the garage)

**ADDRESS:** 9012 Spence Ct.

**LOCATION:** South side of Spence Ct., 1,600 ft. south of the intersection of Old Winter Garden Rd. and Woodlawn Cemetery Rd.

**S-T-R:** 27-22-28

**TRACT SIZE:** 140 ft. x 185 ft.

**DISTRICT#:** 1

**LEGAL:** SPENCES POINT 19/92 LOT 8

**PARCEL ID:** 27-22-28-8211-00-080

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met. (unanimous)

**SYNOPSIS:** The applicant is proposing an open air garage addition to an existing detached garage. This addition will match the existing detached garage in height and aesthetics.

Code allows for a detached accessory building to be a quarter of the size of the living area of the home, which would be 604 sq ft.

The existing detached garage is 672 sq ft in size and was approved when the home was built in 1989. The open air addition brings the total size of the detached structure to 1009 sq ft.

The property most affected by this addition is heavily buffered by mature oak trees, so visual impact is minimal at best.

The HOA for the neighborhood submitted a letter of approval with the application.

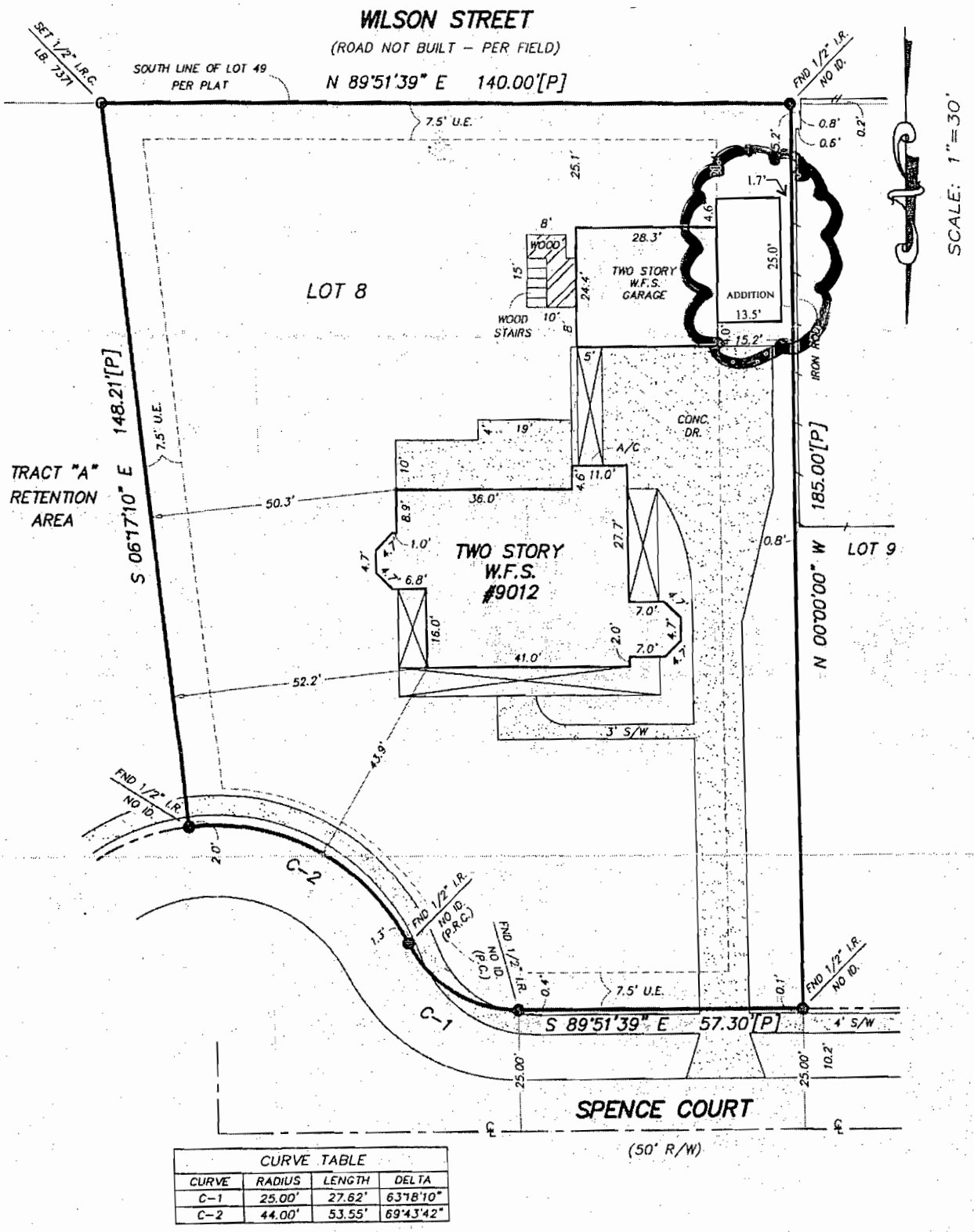
Orange County BZA

The attached application is a request for variance as shown for the addition of a matched covered parking area adjacent to and attached to the existing detached garage. As the owners agent and the president of the Homeowners association we are in agreement with the request as shown. Please do not hesiaite to contact me directly with any questions.

Rick Arnold
407-578-9607
9001 Spence Ct
Gotha Fl 34734


VA-11-10-080
600' BUFFER
N
WOODLAWN CEMETERY RD
SPENCE CT
P-D
A-1
R-1
WOODLAWN CEMETERY RD
SUBJECT PROPERTY

LEGAL DESCRIPTION: LOT 8, SPENCE'S POINT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 92, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

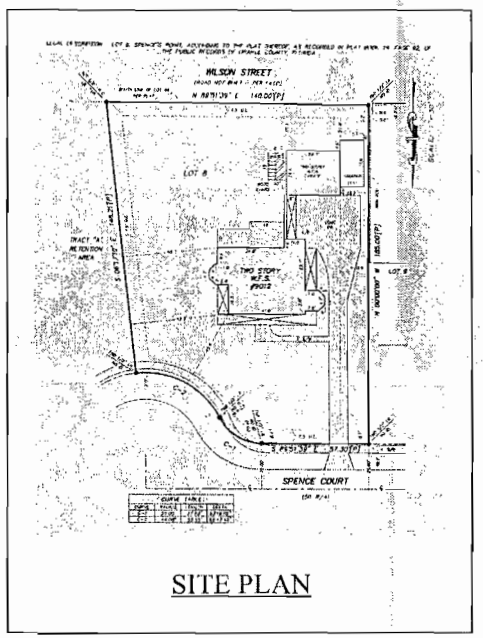



| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | RADIUS | LENGTH | DELTA |
| C-1 | 25.00' | 27.62' | 63°18'10" |
| C-2 | 44.00' | 53.55' | 69°43'42" |

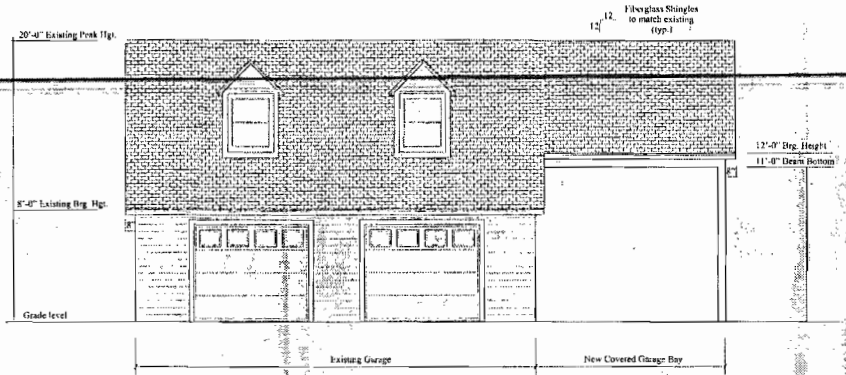
# SITE PLAN

**PAGE INDEX**

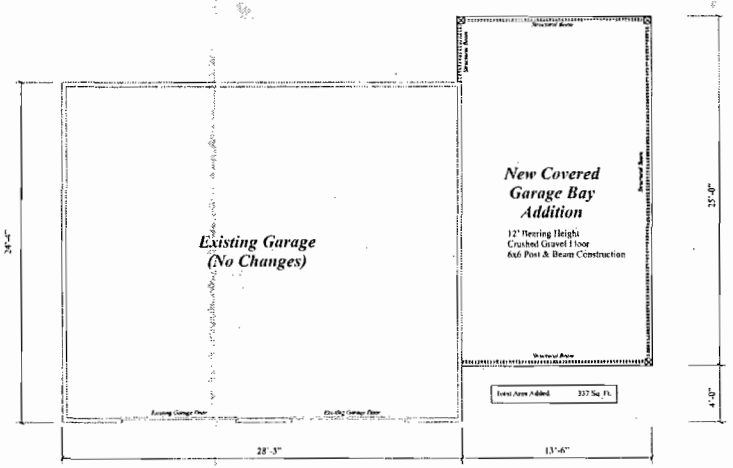

1. SITE PLAN, FLOOR PLAN, FRONT ELEVATION
2. REAR & SIDE ELEVATIONS


SITE PLAN




FRONT ELEVATION
SCALE: 1/4" = 1'-0"




FLOOR PLAN
SCALE: 1/4" = 1'-0"


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Willow Tree Partners
design & consulting

Cosette Arnold
P.O. Box 732
Gotha, FL 34734
352.409.2679
cosette@willowtreepartners.com


GARAGE ADDITION FOR:
**Jose Sardou & Laura Marinas**
9012 Spence Court
Gotha, Florida 34734

BUILDER:
**ACT Construction, LLC**
P.O. Box 732
Gotha, Florida 34734
(407) 578-9607
License #: CGC1515899

Plan #: 2011-112
Draft Date: 7/18/2011
REVISIONS:

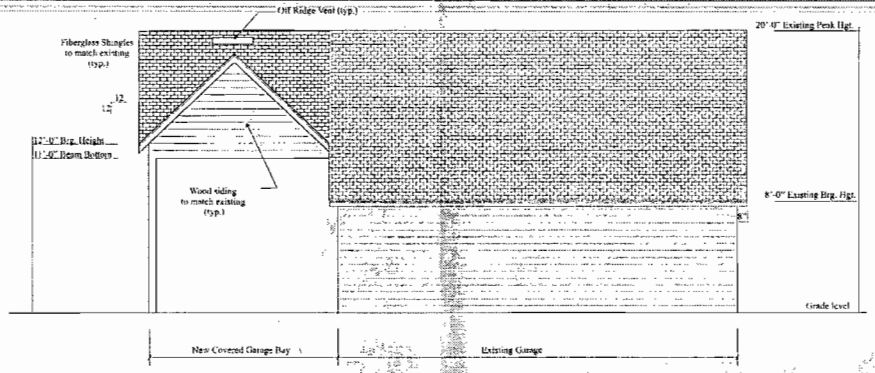
PAGE 1


Lifton Engineering Company
920 Sunset Shores
Minneola, Florida 34715
(352) 394-2590 PH & FAX

Wayne A. Block
P.E. #52583

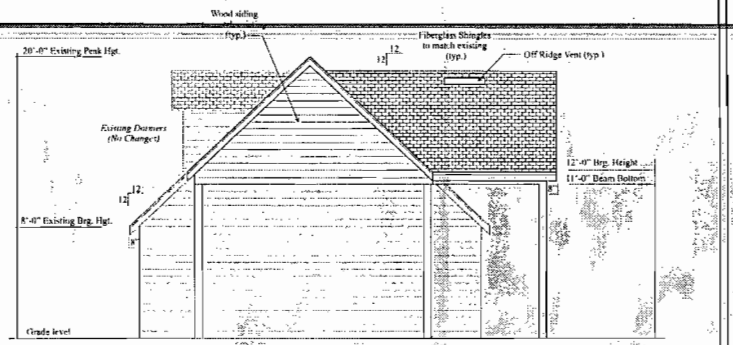
## ROOF VENTILATION NOTES

The total net free ventilating area shall not be less than 1 to 300 of the area of the space ventilated, provided at least 50% and not more than 80% of the required ventilating area is provided by ventilators located in the upper portion of the space to be ventilated at least 3 feet above eave or cornice vents with the balance of the required ventilation provided by eave or cornice vents



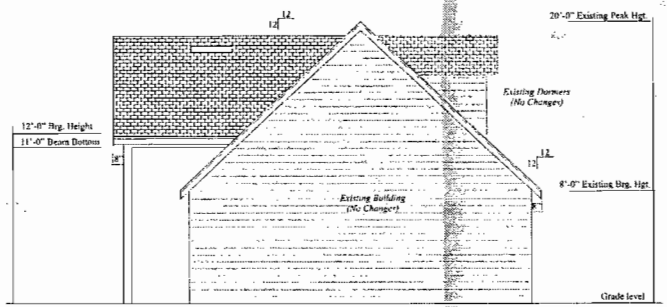

REAR ELEVATION

SCALE: 1/4" = 1'-0"




RIGHT ELEVATION

SCALE: 1/4" = 1'-0"




LEFT ELEVATION

SCALE: 1/4" = 1'-0"

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Willow Tree Partners
design & consulting

Cosette Arnold
P.O. Box 732
Gotha, FL 34734
352.409.2679
cosette@willowtreepartners.com

GARAGE ADDITION FOR:
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9012 Spence Court
Gotha, Florida 34734

BUILDER:
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P.O. Box 732
Gotha, Florida 34734
(407) 578-9607
License #: CGC1515899

Plan #: 2011-112
Draft Date: 7/18/2011
REVISIONS:

PAGE 2

Licon Engineering Company
625 Sunset Shores
Minneola, Florida 34715
(352) 394-2590 Ph & FAX

Wayne A. Block
P.E. #52583

**ROBERT A. TURNER - VA-11-10-081**

**REQUEST:** Variance in R-1A zone to construct single story addition to residence at 21.75 ft. from the rear (north) property line in lieu of 30 ft.

**ADDRESS:** 5223 Grandview Dr.

**LOCATION:** North side of Grandview Drive, 500 ft. east of the intersection of N Pine Hills Road and Grandview Drive.

**S-T-R:** 07-22-29

**TRACT SIZE:** 75 ft. x 100 ft.

**DISTRICT#:** 2

**LEGAL:** PINE RIDGE ESTATES W/81 LOT 23 BLK A

**PARCEL ID:** 07-22-29-7050-01-230

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following condition: The addition exterior color shall match the existing residence. (unanimous)

**SYNOPSIS:** The applicant, a disabled veteran, received approval from the Veteran's Administration to submit building plans to modify his residence in order to accommodate his disability. The modification will allow the bedroom and bathroom to be wheelchair accessible. Staff received 3 commentaries in favor and none in opposition. There was no opposition at the hearing. The BZA unanimously approved the request with a condition of approval.

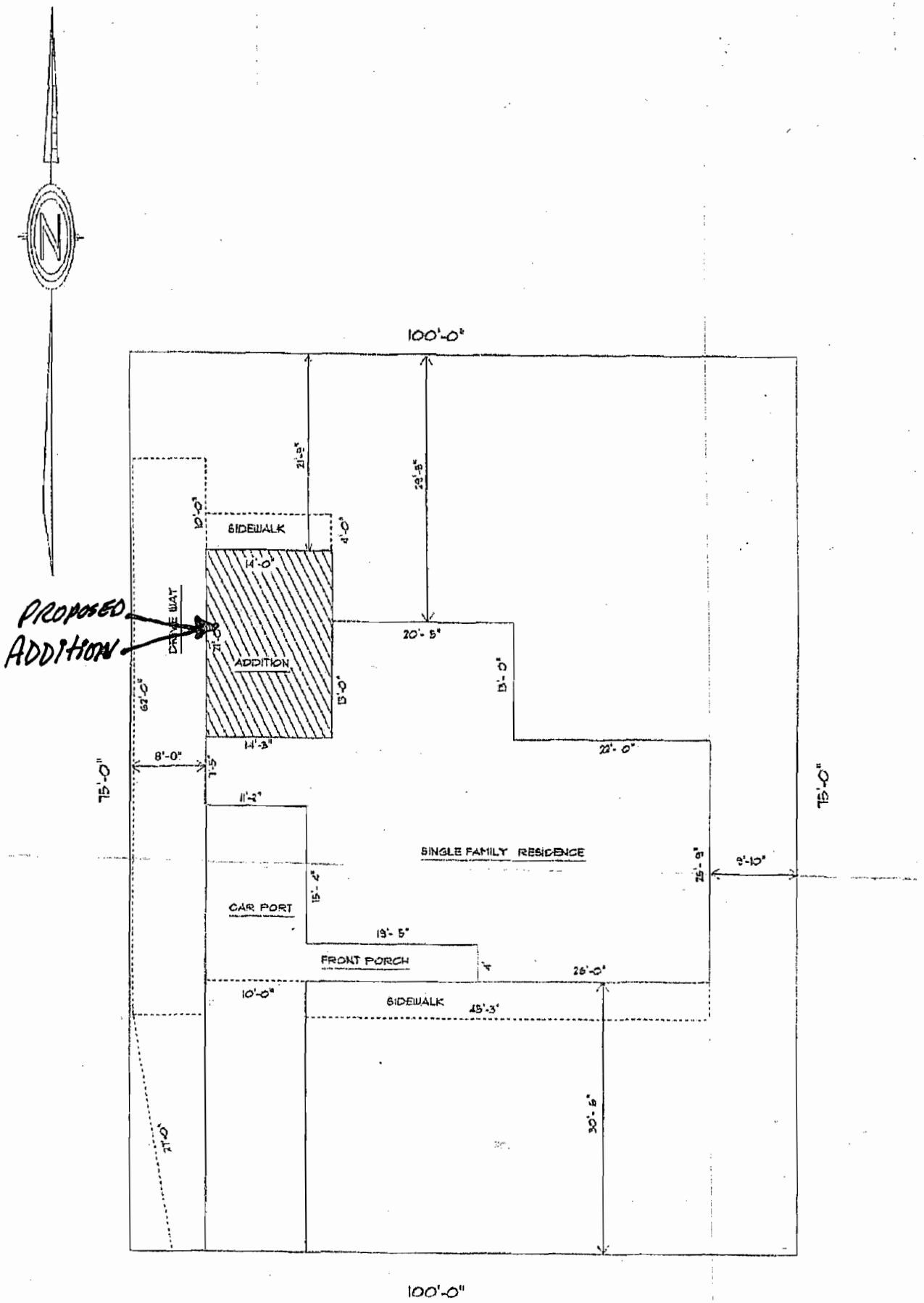
5223 Grandview Dr.
Orlando FL 32808
July 17, 2011

To whom it may concern,
Dear Sir/Madam,

I Mr. Robert Turner of the above address is kindly asking to grant me the permission to extend a bedroom 8ft on the rear set back of my property. The reason for this is because I am an injured Veteran who lost both legs whilst serving in the Army. My home is now very uncomfortable become I am confined to a wheelchair, and I need a bedroom and bathroom with wheelchair access. The extension I am asking for is to build the said bedroom with Bathroom so that I can be a little more comfortable in my home. I hope you would consider the nedcessity in my situation. Thank you in anticipation.

Mr. Robert Turner
321-338-5136.


VA-11-10-081
500' BUFFER
W PINE HILL CR
E PINE HILL CR
S PINE HILL CR
R-1A
SUBJECT PROPERTY
N PINE HILLS RD
WHITE HERON DR
GRANDVIEW DR
PINE RIDGE RD
MITCHELL RD
VAN AKEN DR
N




PLOT PLAN

PLOT PLAN SCALE 1"= 20'

**KARL SMITH - SE-11-07-055**
**Continued from 7/7/11**

**REQUEST:** Special Exception in R-CE zone to construct an attached Accessory Dwelling Unit (ADU) for applicant's mother-in-law and Variances as follows:
1) ADU to be constructed 18.6 ft. from rear property line in lieu of 50 ft.; and
2) ADU to contain 2740 sq. ft. in lieu of 1000 sq. ft.
(NOTE: This case was continued from the July 7, 2011 BZA meeting)

**ADDRESS:** 9633 Leeside Ct.

**LOCATION:** North side of Leeside Ct., east of Hempel Ave., south of Westover Roberts Rd.

**S-T-R:** 04-23-28

**TRACT SIZE:** 1 acre

**DISTRICT#:** 1

**LEGAL:** LEESIDE ESTATES 21/23 LOT 8 (LESS THE N 34 FT OF THE W 184.79 FT OF LOT 8)

**PARCEL ID:** 04-23-28-5037-00-080

**DECISION:** Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest. AND
Approved the Variance request #1 and approved Variance request #2 with the following modification the ADU to contain 1,765 sq. ft. in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions: (unanimous)

1. Development in accordance with the conditions stated below 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. The exterior of the proposed structure shall match the exterior of the existing house;
3. The accessory dwelling unit shall be used by family members and guests only and shall not be rented out;

4. Construction plans shall be submitted within 2 years or this approval becomes null and void.
5. The gross area of the Accessory Dwelling Unit shall not exceed 1765 sq. ft., including the garage and excluding the porch.
6. The electric service on the second floor shall be sufficient only to accommodate the approved unfinished area.
7. The second floor shall not be air conditioned.
8. The second floor shall be unfinished.

**SYNOPSIS:** This case was continued from the July 7, 2011 BZA public hearing.

The applicant reduced the size of the Accessory Dwelling Unit (ADU) from 3264 sq. ft. to 2740 sq. ft. The ADU is for the applicant's mother-in-law.

The BZA still had concerns about the proposed size of the addition. The size limit on ADU's is 1000 sq. ft. This was for almost 3 times the size limit. The BZA concluded the ADU was too big and needed to be cut back in size. They imposed conditions to restrict the size. There was no opposition at the hearing.

**REQUEST FOR VARIANCE**

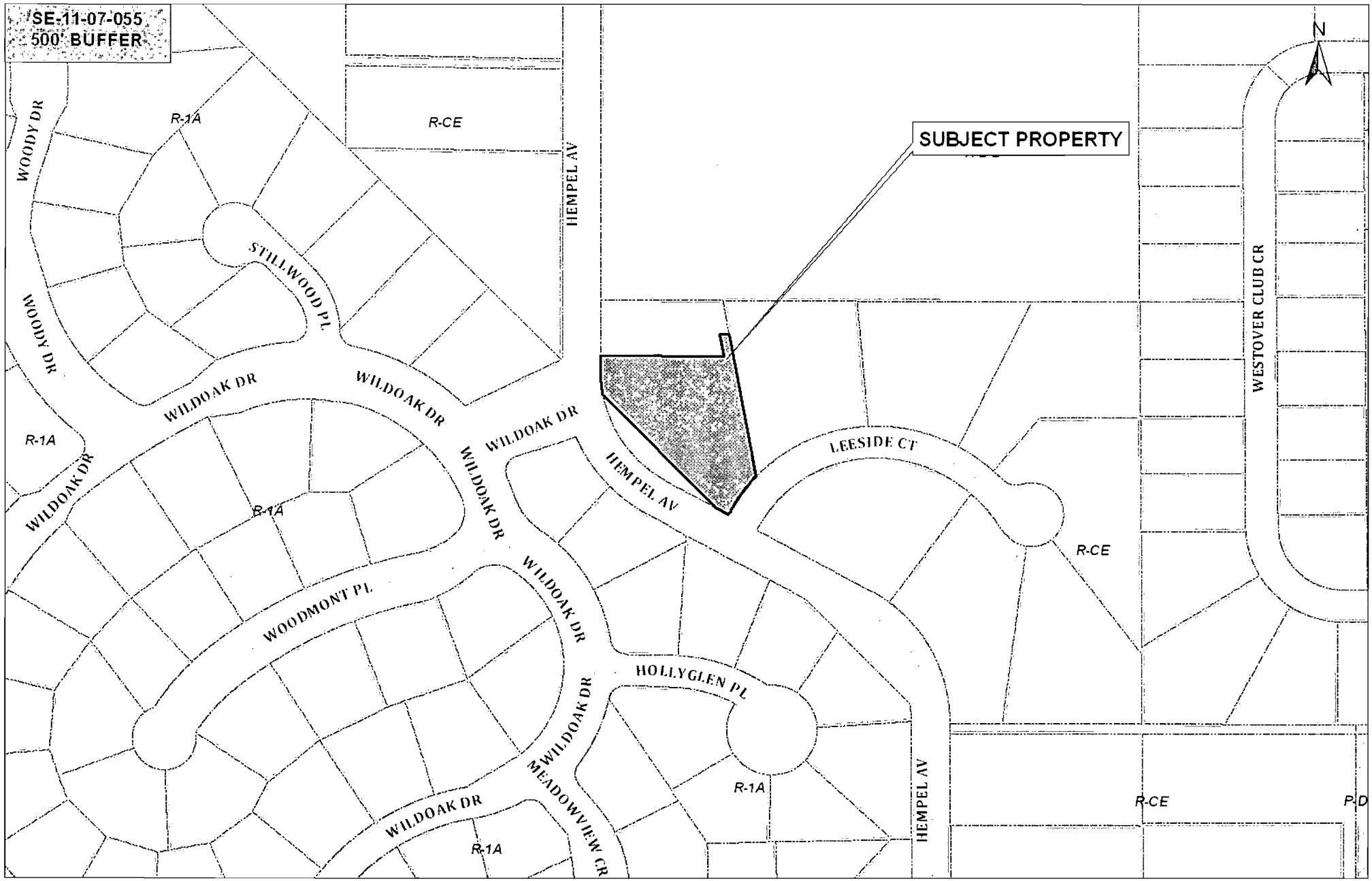
**Karl and Connie Smith**
**9633 Leeside Court**
**Windermere, Florida 34786**

The request is for permission to build an Accessory Dwelling Unit for Karl Smith's mother-in-law: Joyce Blair. The project consists of a guest suite, porch and 3 car garage at the ground level and storage and possible recreation room in the attic truss space above. The proposed addition is connected to the principal residence by an air conditioned vestibule with masonry walls and tiled roof. All materials of the addition will match the existing home construction.

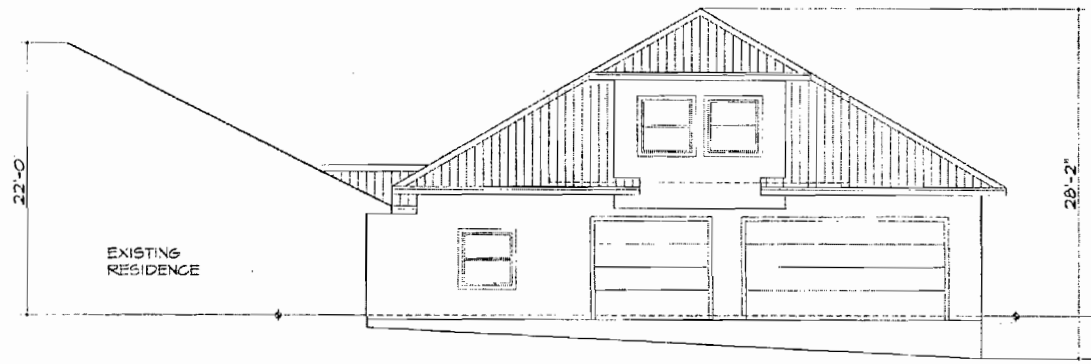
Revisions to the first variance submittal include removing the second floor and replacing this with a room within the attic truss space. This reduces the overall height from 32'-8" to about 28'-2". It also reduces the second floor A/C area from 1632 SF to 975 SF. (Complete area breakdown is shown on the plans.)

Rear building setback is 18'-8" as opposed to the required 50'-0".

**Alex Stone Architect**
**P.O. Box 940786**
**Maitland, Florida 32794-0786**
Phone /Fax: 407.539.0691
E-mail: AStone999@aol.com
Florida Registration: AR 6199


SE-11-07-055
500' BUFFER
N
SUBJECT PROPERTY
WOODY DR
R-1A
R-CE
HEMPEL AV
STILLWOOD PL
WESTOVER CLUB CR
WILDOAK DR
LEESIDE CT
WOODMONT PL
HOLLYGLEN PL
MEADOWVIEW CR
P-D

RECEIVED
AUG 0 8 2011
ORANGE COUNTY
ZONING DIVISION
OUT-PARCELS
EXISTING DRY
RETENTION AREA
HEMPEL AVENUE
P/L
50'-0"
50'-0"
NEIGHBOR
PROPERTY
LINE
(SL)
P/L
EXIST.
POOL
PROPOSED 2 STORY
ADDITION: GARAGE,
GUEST SUITE AND
REC ROOM.
HEMPEL AVENUE
P/L
EXISTING
SINGLE
STORY
RESIDENCE
10'-0"
10'-0" (SL)
EXISTING SINGLE
STORY RESIDENCE
15'-0"
EASEMENT
LINE
SITE PLAN
0 5 10 25 50 100
BLDG.
SETBACK
LINE
(SL)
25'-0"
P/L
PROPERTY LINE
(P/L)
EXIST. DRIVE
NORTH
LEESIDE COURT
SEE SURVEY FOR PROP.
DIMENSIONS.
AREA SUMMARY:
EXISTING RESIDENCE: 3716 SF GROSS
FIRST FLOOR A/C: 972 SF
SECOND FLOOR A/C: 975 SF
TOTAL A/C: 1947 SF
GARAGE: 793 SF
PORCH: 440 SF

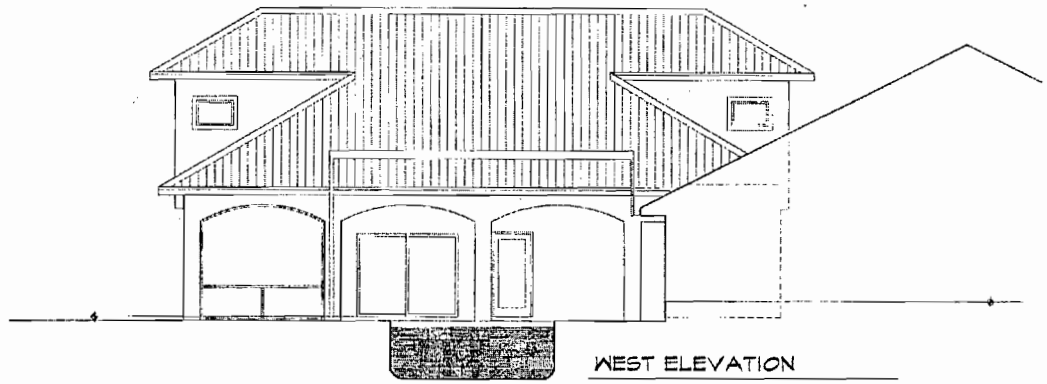



SOUTH ELEVATION

0 5 10 20 FT.

RECEIVED
AUG 08 2011
ORANGE COUNTY
ZONING DIVISION

STUCCO WALLS
TILE ROOF
WINDOWS TO MATCH EXISTING



WEST ELEVATION

0 5 10 20 FT.

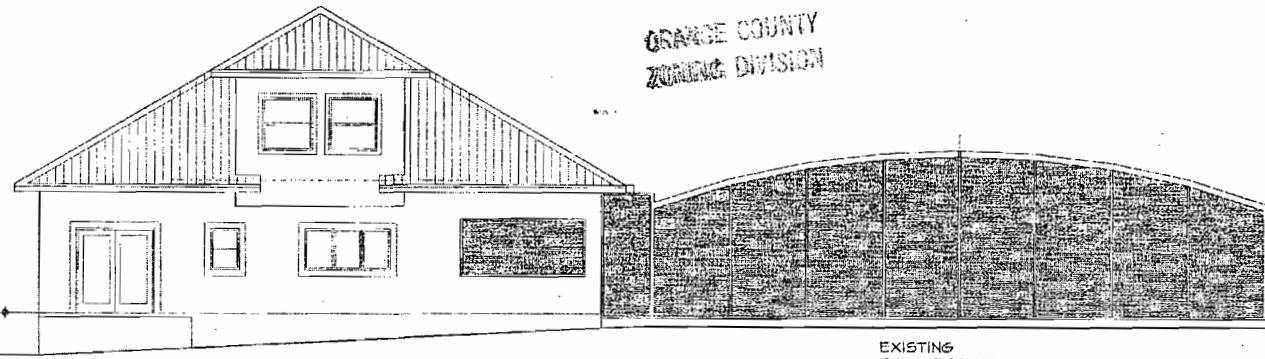
ALEX STOMBAUGH
P.O. BOX 540040
MAITLAND, FLORIDA 32754
FLORIDA REGISTRATION
PHONE/FAX: 407.539.6191

CONSTRUCTION DOCUMENTS
RESIDENTIAL ADDITIONS FOR:
KARL AND CONNIE SMITH
693 LEESIDE COURT, WINDERMERE, FLORIDA 34786

DATE:
APRIL 25, 2011
DRAWN BY:
JMC
JOB NO.
388
SCALE:

SHEET
4

RECEIVED
AUG 0 6 2011.
ORANGE COUNTY
ZONING DIVISION

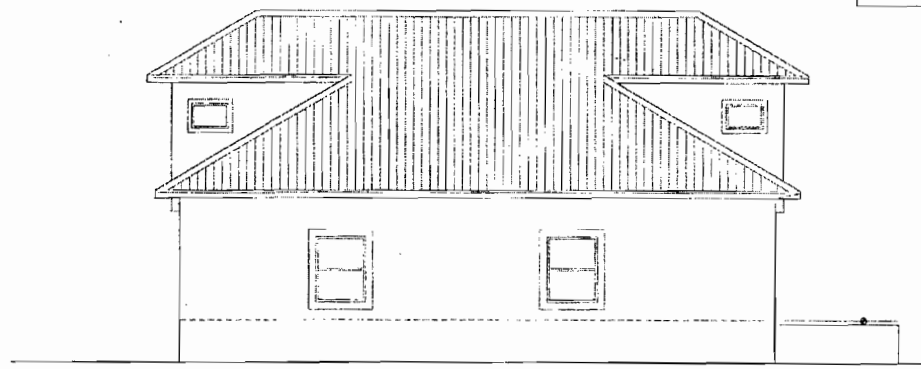


EXISTING
POOL ENCLOSURE

NORTH ELEVATION

0 5 10 20 FT.

STUCCO WALLS
TILE ROOF
WINDOWS TO MATCH EXISTING



EAST ELEVATION

0 5 10 20 FT.

ALEX STONE ARCHITECT
P.O. BOX 940994
MAITLAND, FLORIDA 32794-0994
FLORIDA REGISTRATION AR0006186
PHONE/FAX: 407.339.0691 | ASTONE@MSN.COM

CONSTRUCTION DOCUMENTS

RESIDENTIAL ADDITIONS FOR:
KARL AND CONNIE SMITH
4635 LEESIDE COURT, WINDERMERE, FLORIDA 34786

DATE
APRIL 25, 2011

5

ORANGE COUNTY GOVERNMENT
FLORIDA

STAFF REPORT
CASE #SE-11-07-055
Orange County Zoning Division
Planner:Rocco Relvini
Board of Zoning Adjustment
09/01/2011
Commission District: 1

GENERAL INFORMATION:

APPLICANT: KARL SMITH

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in R-CE zone to construct an attached Accessory Dwelling Unit (ADU) for applicant's mother-in-law and Variances as follows:
1) ADU to be constructed 18.6 ft. from rear property line in lieu of 50 ft.; and
2) ADU to contain 2740 sq. ft. in lieu of 1000 sq. ft.

(NOTE: This case was continued from the July 7, 2011 BZA meeting)

LOCATION: North side of Leeside Ct., east of Hempel Ave., south of Westover Roberts Rd.

PROPERTY ADDRESS: 9633 Leeside Ct.

PARCEL ID: 04-23-28-5037-00-080

TRACT SIZE: 1 acre

DISTRICT #: 1

ZONING: R-CE

EXISTING USE(S): Single family residence

PROPOSED USE(S): Accessory dwelling unit for applicant's mother-in-law

SURROUNDING USES: The property is surrounded by residences. There is a retention pond to the north.

STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes a 1 story attached Accessory Dwelling Unit (ADU) for his mother-in-law. The ADU will contain 2740 sq. ft. plus a porch (440 sq. ft.);

2. Approximately 50 ft. of the rear yard was taken by Orange County for retention purposes. The proposed structure will be 18.6 ft. from the rear property line;

3. This case was continued from the July 7, 2011 BZA hearing. The original proposal was for a 3264 sq. ft. 2-story guest house. The BZA directed the applicant to reduce the size of the structure;

4. This will be a one story structure attached to the main house. There will be a loft area for storage. However, the proposed structure will be the same height as the main house;

5. The Leeside Estates Homeowners Association submitted a letter supporting this request; 6. Zoning Staff supports the revised proposal.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated August 8, 2011 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. The exterior of the proposed structure shall match the exterior of the existing house;

3. The accessory dwelling unit shall be used by family members and guests only and shall not be rented out;

4. Construction plans shall be submitted within 2 years or this approval becomes null and void.

**DELLAGIO - VA-11-09-070**
**Continued from 8/4/11**

| | |
|---|---|
| **REQUEST:** | Variance in P-D zone to erect monument sign 2 ft. from front property line (Via Dellagio Way) in lieu of 10 ft. (NOTE: Via Dellagio Way is a private road owned by the developer) |
| **ADDRESS:** | 7958 Via Dellagio Way. |
| **LOCATION:** | Northwest corner of W. Sand Lake Rd. and Della Dr. |
| **S-T-R:** | 27-23-28 |
| **TRACT SIZE:** | 8.1 acres |
| **DISTRICT#:** | 1 |
| **LEGAL:** | GRANADA/DELLAGIO 73/50 LOT 1 |
| **PARCEL ID:** | 27-23-28-3128-01-000 |

**DECISION:** Continued to the October 6, 2011 BZA meeting. (unanimous)

Della Road Development, LLC
7940 Via Dellagio Way, suite 200
Orlando, FL 32819

June 9, 2011

Dear OC BZA,

On behalf of the restaurants in Dellagio Plaza we would like to request for an approval of a monument sign to be located on "Via Dellagio Way" which happens to be right outside of the property lines. See exhibit A.

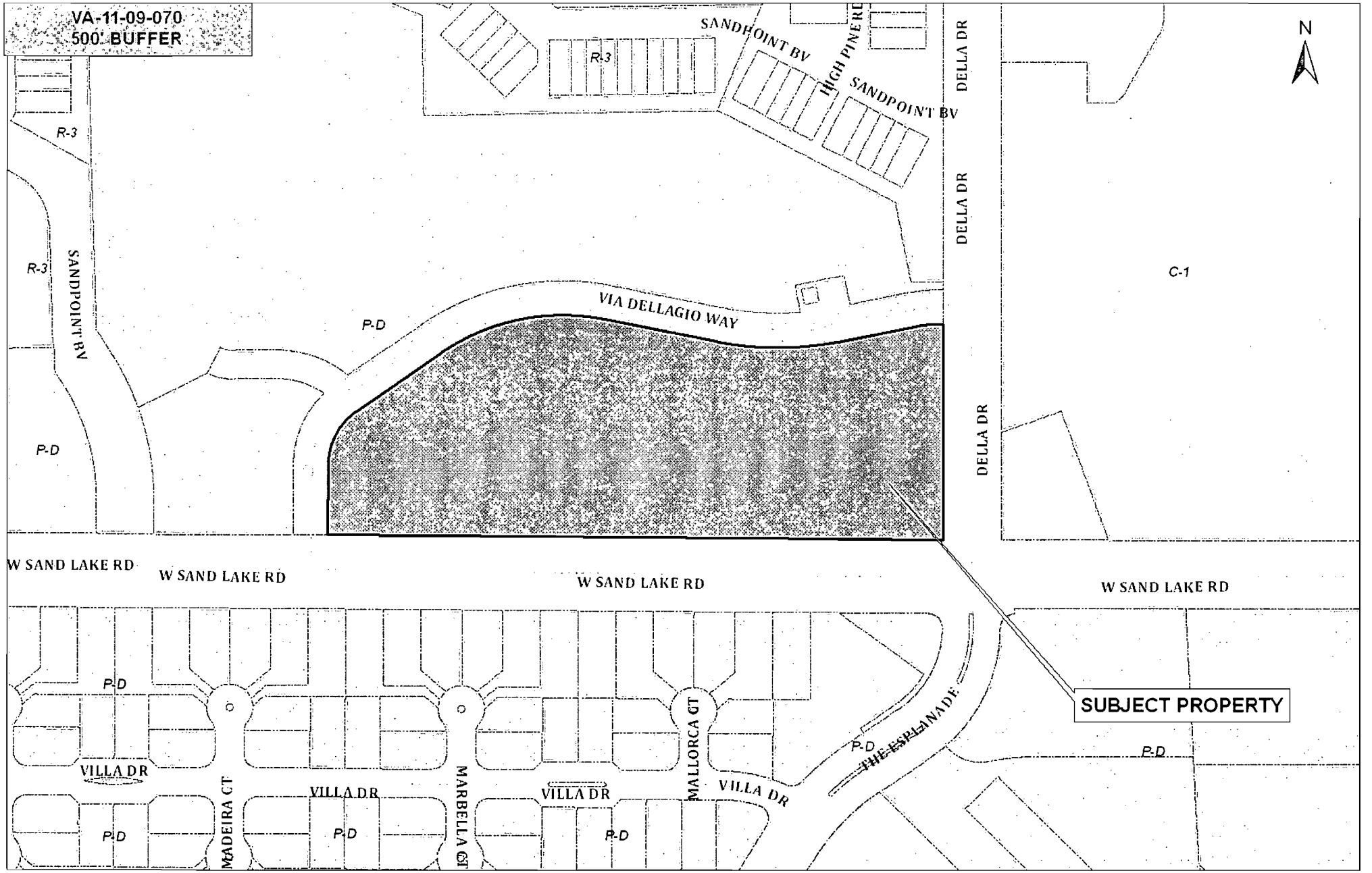
Some of the tenants do not have any visibility from Via Dellagio Way, which is the main road guests come in to find the restaurants. Many of the restaurants have received complaints from first time guests who were upset because they could not find the restaurants.

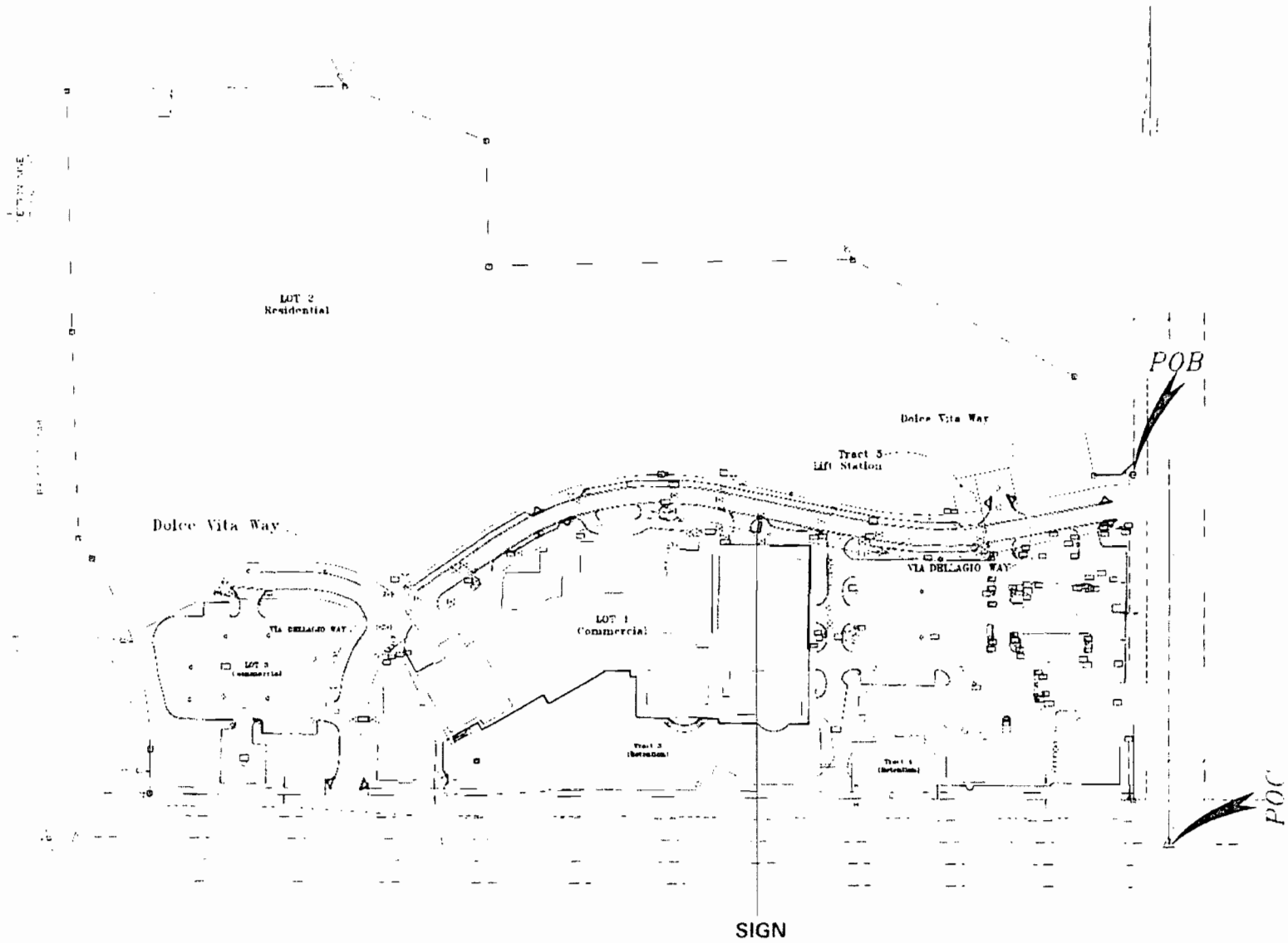
By granting this monument, this will improve our business as well as please our first time guests.

If you have any questions please do not hesitate to contact Lorene Baty of Sign Consultants at (407) 878-5509 or Paul Batt, director of construction at Unicorp Development, at (407) 999-9985 x2228.

Sincerely,

Paul C. Batt
Director of Construction


VA-11-09-070
500' BUFFER
N
SANDPOINT BV
HIGH PINE RD
SANDPOINT BV
DELLA DR
DELLA DR
DELLA DR
R-3
R-3
R-3
SANDPOINT BV
VIA DELLAGIO WAY
P-D
P-D
C-1
W SAND LAKE RD
W SAND LAKE RD
W SAND LAKE RD
W SAND LAKE RD
P-D
P-D
P-D
P-D
P-D
VILLA DR
VILLA DR
VILLA DR
VILLA DR
MADEIRA CT
MARBELLA CT
MALLORCA CT
THE ESPLANADE
SUBJECT PROPERTY




5224 State Road 46 #154
Sanford, FL 32771
(407) 878-5509 Office
(407) 619-0004 Cell
lorene@signconsultants.net

CUSTOMER INFORMATION
NAME: Dellagio
ADDRESS:
CITY:
STATE:
CONTACT:
PHONE:
FAX:

JOB INFORMATION
NAME:
ADDRESS:
CITY:
STATE:

DATE DRAWN: 06/10/11
FILE NAME: *Dellagio-R1*

DRAWN BY:
EIT

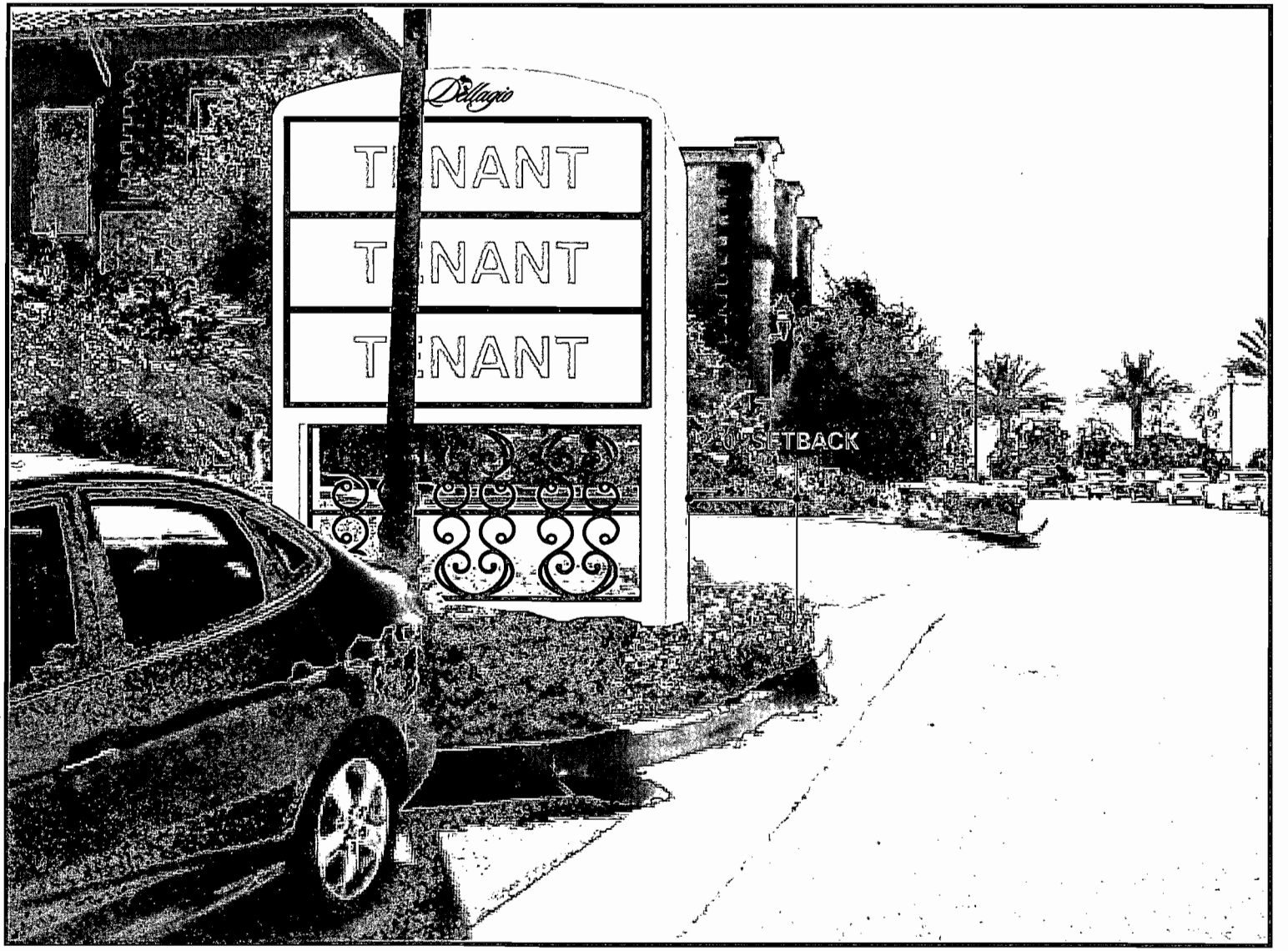
SCALE: AS NOTED

UNDERWRITERS LABORATORIES INC. ELECTRIC SIGN

REVISION:
#1 06/14/11
#2
#3
#4

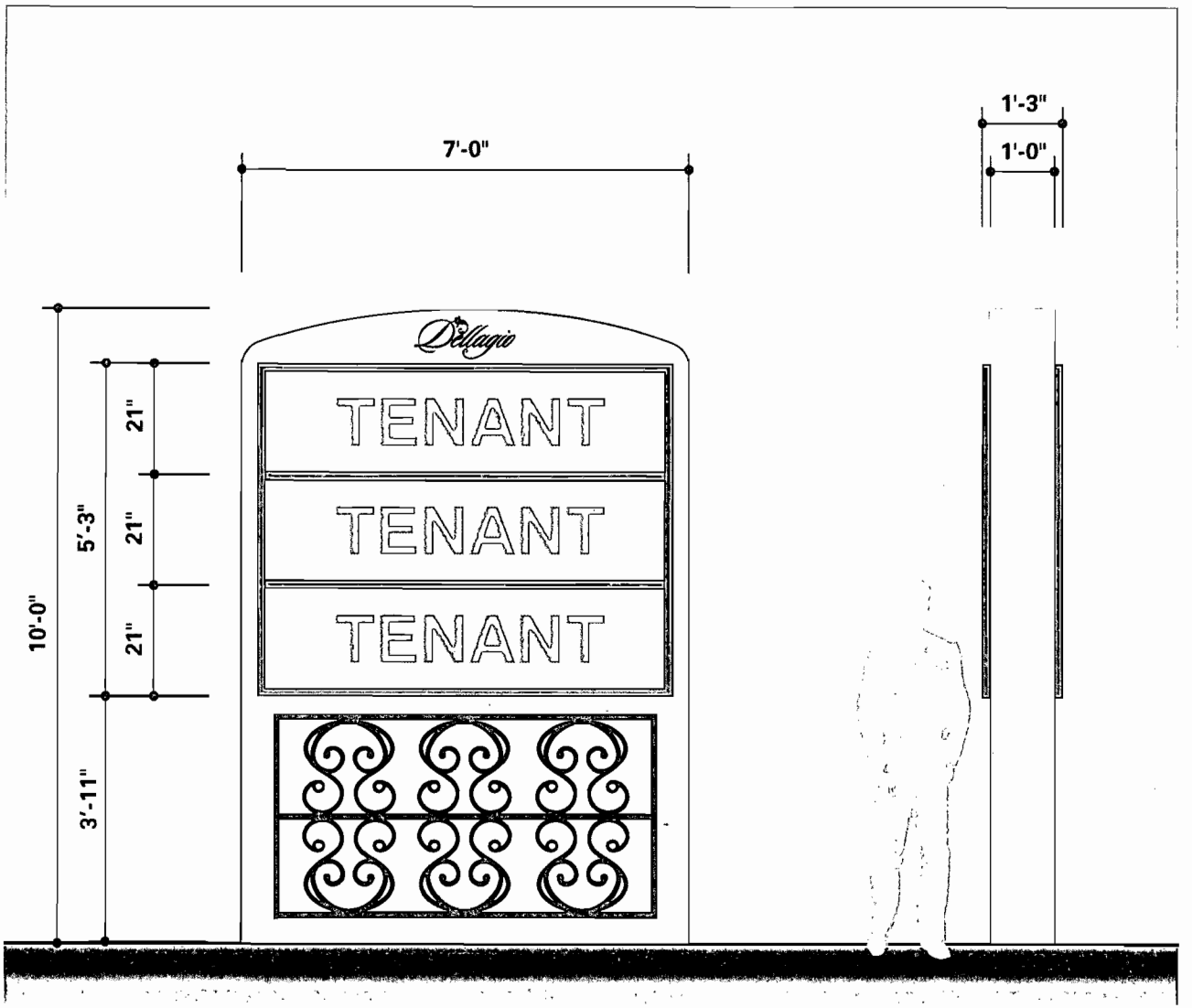
CUSTOMER APPROVAL: DATE:

SHEET #101




SIGN CONSULTANTS INC.
5224 State Road 46 #154
Sanford, FL 32771
(407) 878-5509 Office
(407) 619-0004 Cell
lorene@signconsultants.net

| CUSTOMER INFORMATION | JOB INFORMATION | DRAWN BY: | REVISION: |
|---|---|---|---|
| NAME: Dellagio | NAME: | EIT | #1 06/14/11 #5 08/30/11 |
| ADDRESS: | ADDRESS: | | #2 08/29/11 #6 08/31/11 |
| CITY: | CITY: | SCALE: AS NOTED | #3 08/29/11 #7 08/31/11 |
| STATE: | STATE: | | #4 08/29/11 |
| CONTACT: | | UNDERWRITERS LABORATORIES INC. LISTED ELECTRIC SIGN | CUSTOMER APPROVAL: DATE: |
| PHONE: | DATE DRAWN: 06/10/11 | | X _____ X _____ |
| FAX: | FILE NAME: Dellagio-R7 | | SHEET #103 |




**LETTER LAYOUT :**
Scale 3/8" = 1'-0"

**SIDE ELEVATION :**
Scale 3/8" = 1'-0"

**36.0 Sq Ft TOTAL**

**120.0 Sq Ft MAX**

## GENERAL SPECIFICATIONS :
## DOUBLE FACE ILLUMINATED MONUMENT

ALL ALUMINUM / CONVENTIONAL CABINET CONSTRUCTION (SIMULATED STUCCO FINISH PAINTED TO MATCH BUILDING). "Dellagio" LETTERS TO BE FLAT, NON-ILLUMINATED, REFLECTIVE BLACK VINYL.
OPEN FRAMEWORK AT BASE.
ILLUMINATED BY H.O. FLUORESCENT LAMPS.

TENANT CABINET TO HAVE FLAT PIGMENTED WHITE FACES WITH FUTURE GRAPHICS.
METAL FACE RETAINERS & DIVIDER BARS (DARK BRONZE FINISH). INTERNALLY ILLUMINATED BY H.O. FLUORESCENT LAMPS.
STEEL SUPPORT POLES & CONCRETE FOOTER PER ENGINEER'S SPECIFICATIONS.

NOTE: The Quantity of Tenant Panels Shown on the Sign Print may change from the 3 Panels Currently Depicted.

SIGN CONSULTANTS INC.
5224 State Road 46 #154
Sanford, FL 32771
(407) 878-5509 Office
(407) 619-0004 Cell
lorene@signconsultants.net

CUSTOMER INFORMATION
NAME: Dellagio
ADDRESS:
CITY:
STATE:
CONTACT:
PHONE:
FAX:

JOB INFORMATION
NAME:
ADDRESS:
CITY:
STATE:
DATE DRAWN: 06/10/11
FILE NAME: Dellagio-R7

DRAWN BY: EIT
SCALE: AS NOTED
UNDERWRITERS LABORATORIES INC. LISTED ELECTRIC SIGN

REVISION:
#1 06/14/11 #5 08/30/11
#2 08/29/11 #6 08/31/11
#3 08/29/11 #7 08/31/11
#4 08/29/11
CUSTOMER APPROVAL: DATE:
SHEET #102

Requesting this location for Monument sign
Dellagio
PARKING GARAGE
2006 Dec.22
REVISIONS
A2-0a

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memorandum**

September 14, 2011

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Jon V. Weiss, P.E., Director
Growth Management Department

**CONTACT PERSON: Susan E. Caswell, AICP, Manager, Planning Division**
**(407) 836-5884**

SUBJECT: September 20, 2011 – Public Hearing
Gregory Lee
Lake Reams Planned Development/Land Use Plan (PD/LUP)
Substantial Change to the LUP (Case #CDR-11-06-155)
District 1

This request is to replace Condition of Approval #8 (referenced as Condition #4.f. in the Staff Report) from the March 15, 2005, Board of County Commissioners' public hearing relating to Reams Road. A new Condition of Approval #3 has been added which addresses this request. The condition was replaced due to the construction of a portion of Reams Road (aka Village Lake Road and Lakeside Village Lane) which provides a connection to Winter Garden Vineland Road. No additional entitlements are being sought as part of this request.

The 1,219.6-acre subject property is located southwesterly of Winter Garden Vineland Road, west of Reams Road. This project was continued from the September 13, 2011, BCC hearing.

This request is classified as a substantial amendment per Orange County Code Section 38-1207(a)(3), for changes that would require an amendment to the Board of County Commissioners' Conditions of Approval.

This application is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to presentation of items or lobbying of items before the BCC. Copies of the disclosure forms are attached.

**ACTION REQUESTED: The action requested is to make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the approved Lake Reams PD Land Use Plan dated "Received June 1, 2010," subject to the four (4) conditions listed in the Staff Report.**

**District 1**

JVW/SEC/JS/RG

Attachments

**BCC Hearing Date: September 20, 2011** **Commission District: 1**

## GENERAL INFORMATION

**APPLICANT** Gregory Lee

**HEARING TYPE** Substantial Change (Case #CDR-11-06-155)

**REQUEST** This request is to replace Condition of Approval #8 (referenced as Condition #4.f. in this Staff Report) from the March 15, 2005, Board of County Commissioners' public hearing relating to Reams Road. A new Condition of Approval #3 has been added which addresses this request. The condition was replaced due to the construction of a portion of Reams Road (aka Village Lake Road and Lakeside Village Lane) which provides a connection to Winter Garden Vineland Road. No additional entitlements are being sought as part of this request.

**LOCATION** Generally described as southwesterly of Winter Garden Vineland Road, west of Reams Road.

**PARCEL ID NUMBER (S)** 36-23-27-0000-00-003, -002; -012; -021; & -022
S/T/R: 36/23/27

**PUBLIC NOTIFICATION** The notification area for this public hearing was 500 feet (Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet). Three hundred twenty-seven (327) notices were mailed to those property owners in the mailing area.

**TRACT SIZE** ~ 1,219.6 acres (entire PD)

## ACTION REQUESTED

**DRC RECOMMEDATION** (July 13, 2011, and July 27, 2011)

Make a finding of consistency with the CP and approve the substantial change to the approved Lake Reams Planned Development / Land Use Plan (PD/LUP) subject to the following conditions:

1. Development shall conform to the Lake Reams PD Land Use Plan dated "Received ~~December 27, 2004~~ June 1, 2010," and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, ordinance and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer



611

to achieve or obtain those desired uses, densities or intensities. In the event of a conflict or inconsistency between a condition of approval of this zoning and the land use plan dated "~~December 27, 2004~~ June 1, 2010," 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. At the time Parcel 1 or any portion of parcel 1 is platted or a development plan is submitted, the adequate public facilities parkway and road right-of-way which is comprised of 1 segment (4 lanes as more fully described below), as generally depicted on the amended Land Use Plan (LUP) shall be conveyed to Orange County for road right-of-way purposes. However, notwithstanding how the subject road right-of-way is generally depicted on the amended LUP, the actual alignment of the segment of the newly constructed portion of Reams Road lying between the Frye Property north of the property line of the Lake Reams PD and the roundabout shall be shown on the exhibits, that are concurrently introduced.

   The developer shall construct or have constructed the segment of the road (the first 2 lanes) from the roundabout to C.R. 535 upon issuance of the first Certificate of Completion of subdivision improvements the effect of which is to allow development of Parcel 2, or any portion thereof (the segment is described as a connection point to the realigned Reams Road extending southwest from C.R. 535 to the roundabout on the newly constructed portion of Reams Road).

   The developer shall construct or have constructed the segment of the road (the first 2 lanes) at the occurrence of any of the following events, whichever happens first:

   a. Issuance of the first Certificate of Completion of subdivision improvements allowing development on Parcel 1 or 2 of the Lake Reams PD; or

   b. When the following events occur:

      1) Issuance of the First Certificate of Completion of subdivision improvements allowing development of residential units (single-family or multi-family) in Parcel 1 or 2; and

      2) Opening of the middle school in Lakeside Village; or

      3) Opening of the elementary school on Parcel 11 of the Lake Reams PD Property.

c. Prior to the issuance of the first Certificate of Completion for any commercial development on Parcel 1, the second 2 lanes of segment 1 from the roundabout to C.R. 535 shall be constructed.

4. All previous applicable BCC Conditions of Approval, including those dated, August 23, 2011, March 15, 2005, and August 25, 1998, shall apply:

a. The developer shall obtain wastewater, reclaimed water, and water service from Orange County subject to County rate resolutions and ordinances.

b. Prior to construction plan approval, master stormwater management, reclaimed water, water, and wastewater plans, including preliminary calculations, shall be approved prior to approval of construction plans.

c. At the time of approval of a plat for a single-family residential unit project, the developer shall have prepared and submitted for review a document containing Covenants, Conditions, and Restrictions (CC&Rs) for the property being platted. The CC&Rs, which shall be recorded simultaneous with the recording of the plat, shall include a provision incorporating, verbatim, the following requirements:

1) The same front facade for single-family residential units may not be repeated more than 5 times within 1 block length for both sides of any street, and shall be separated by at least 2 units with different facades.

2) House front facade shall be varied and articulated to provide visual interest to pedestrians along the street frontage. The front facade of the main body of the house shall not exceed 40 feet in length, except for wings or "L"s which are setback from the facade. In no case shall more than 50 percent of the front facade of a house consist of an unobstructed block wall or garage door.

3) At least 50 percent of all single-family residential units shall have a front porch. A front porch shall be a minimum of 7 feet in depth and cover a minimum 10 feet in width or 1/3 of the front facade, whichever is greater.

4) Flat roofs shall be prohibited. Unless otherwise prohibited by the CC&Rs, fencing in the front yard shall be located within 3 feet of the sidewalk to define the separation of public and private spaces. Such fences shall be no higher than 3 feet 6 inches and limited to decorative wrought iron or wood picket style.

d. Billboards, pole signs, and outdoor storage are prohibited.

e. Liquor stores and video arcades are prohibited in the neighborhood commercial portion.

f. ~~At the time Parcels 1, 2, 3, or 5, or any portion of them is platted, the~~

~~adequate public facilities parkway and road right-of-way which is comprised of 2 segments (more fully described below) and a roundabout, as generally depicted on the amended LUP shall be conveyed to Orange County for road right-of-way purposes. However, notwithstanding how the subject road right-of-way is generally depicted on the amended LUP, the actual alignment of the segment of the subject road lying between the northern property line of the Lake Reams PD and the roundabout (the second segment) shall be shown on the exhibit that was introduced into the record by the applicant at the March 15, 2005, public hearing.~~

~~The developer shall construct or have constructed the first segment of the road (2 lanes) and the roundabout upon issuance of the first Certificate of Completion of subdivision improvements the effect of which is to allow development of Parcels 1, 2, 3, or 5, or any portion of them. (The first segment is described as relocated Reams Road extending southwest from C.R. 535 to the roundabout and then southeast to existing Reams Road.)~~

~~The developer shall construct or have constructed the second segment of the road (2 lanes) at the occurrence of any of the following events, whichever happens first:~~

~~a. Issuance of the first Certificate of Completion of subdivision improvements allowing development on Parcel 1 or 9 of the Lake Reams PD; or~~

~~b. When the following events occur:~~

~~1) Issuance of the First Certificate of Completion of subdivision improvements allowing development of residential units (single family or multi family) in Parcel 1, 2, 3, or 5, or in any portion of them; and~~

~~2) Issuance of the first Certificate of Completion of site plan improvements allowing development of commercial use on the "Frye Property" (the property immediately north of the northern boundary line of the Lake Reams PD property); or~~

~~c. When the following events occur:~~

~~1) Issuance of the first Certificate of completion of subdivision improvements allowing development of residential units on either the Frye Property or the "Pignone Property" (the property lying immediately north of the Frye Property); and~~

~~2) Opening of the elementary school on Parcel 11 of the Lake Reams PD Property; or~~

~~d. Issuance of 1 or more Certificates of Completion of subdivision improvements which have the effect of allowing~~

~~development of residential units to occur on any of two of Parcels 2, 3, and 5 of the Lake Reams PD~~.

THIS CONDITION HAS BEEN REPLACED BY NEW CONDITION OF APPROVAL #3

g. Section 38-1384C.1 of Ordinance 97-09 shall be waived concerning block length. The block length for lots less than 60 feet shall be up to 540 feet in length where the lots at the end of the block are perpendicular to the intersecting street.

h. Block length shall be measured from the street crossing, public open space, or alley intersection. Variation in the block length shall be permitted where the variation will create a public open space or when it will allow continuation of an adjacent public open space.

i. TDRs are approved with this plan subject to compatibility criteria as specified on the Land Use Plan.

## IMPACT ANALYSIS

### LAND USE COMPATIBILITY

The proposed substantial change would allow land uses that are compatible with the existing development in the area.

### COMPREHENSIVE PLAN CONSISTENCY

This project is consistent with the Lake Reams PD, and therefore the CP.

## SITE DATA

**EXISTING ZONING (S)** Lake Reams Planned Development (1998)

**ADJACENT ZONING**

N: Frye Center PD / Winter Garden Vineland Road

E: Lake Reams PD / Reams Road

W: Lake Reams PD / Winter Garden Vineland Road

S: Lake Reams PD

**PROPOSED DEVELOPMENT PROGRAM**

Village Center
Residential = 20 units
Office / Commercial = 167,040 square feet
Townhome / Apartment
Residential = 503 units
Village Home
Residential = 1,203 units

Neighborhood Commercial
Commercial= 20,000 square feet
Estate Home
Residential = 288 units

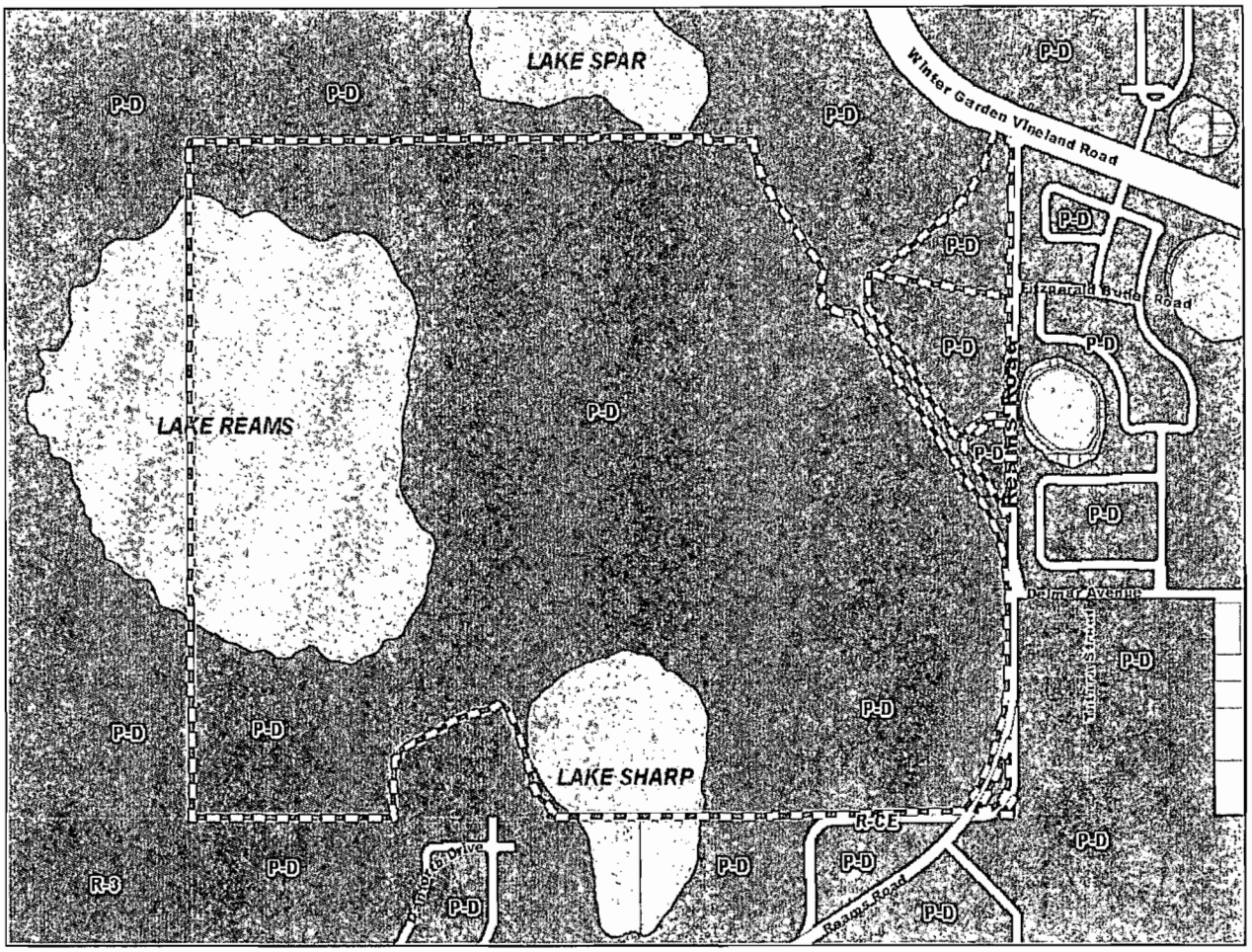
**PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION** (August 23, 2011)

Motion/Second: Commissioners Boyd/Brummer
Absent: Commissioners Russell/Thompson
AYE (voice vote): All present members

ACTION: The Board made a finding of consistency with the Comprehensive Plan; further, and approved the request by Thomas Daly; Lake Reams Neighborhood Planned Development/Land Use Plan (PD/LUP); to amend the LUP to eliminate Condition of Approval #4 from the August 25, 1998, Board of County Commissioners' public hearing which states "no building permits shall be issued for the Village Center Commercial Development until the middle school site is dedicated" as this condition has been satisfied; subject to three (3) conditions.

JVW/SEC/JS/RG
S:\Dev_Review_PZ\BCC_Public_Hearings\2011\09. Sep\20 Sep\Lake Reams_LUP Sub Change Staff Report (for Road) 2.docx

# ZONING MAP



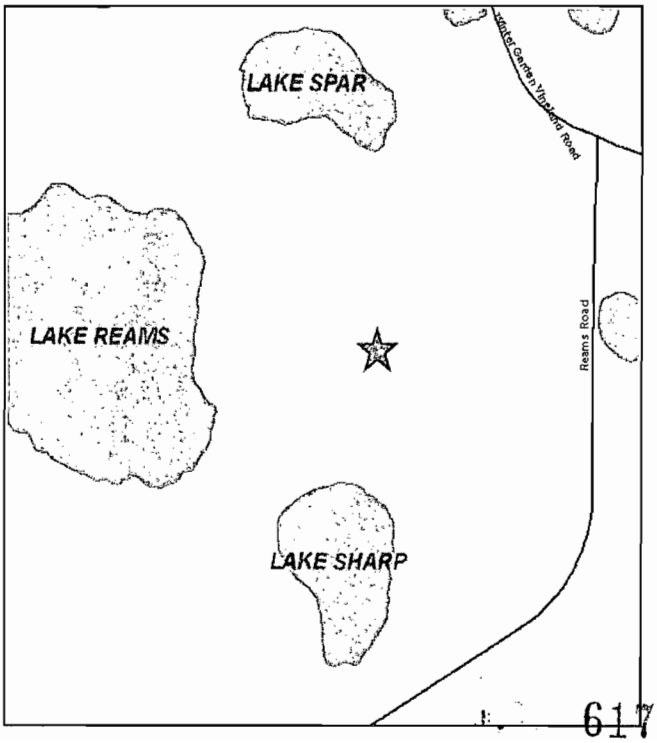

Subject Property

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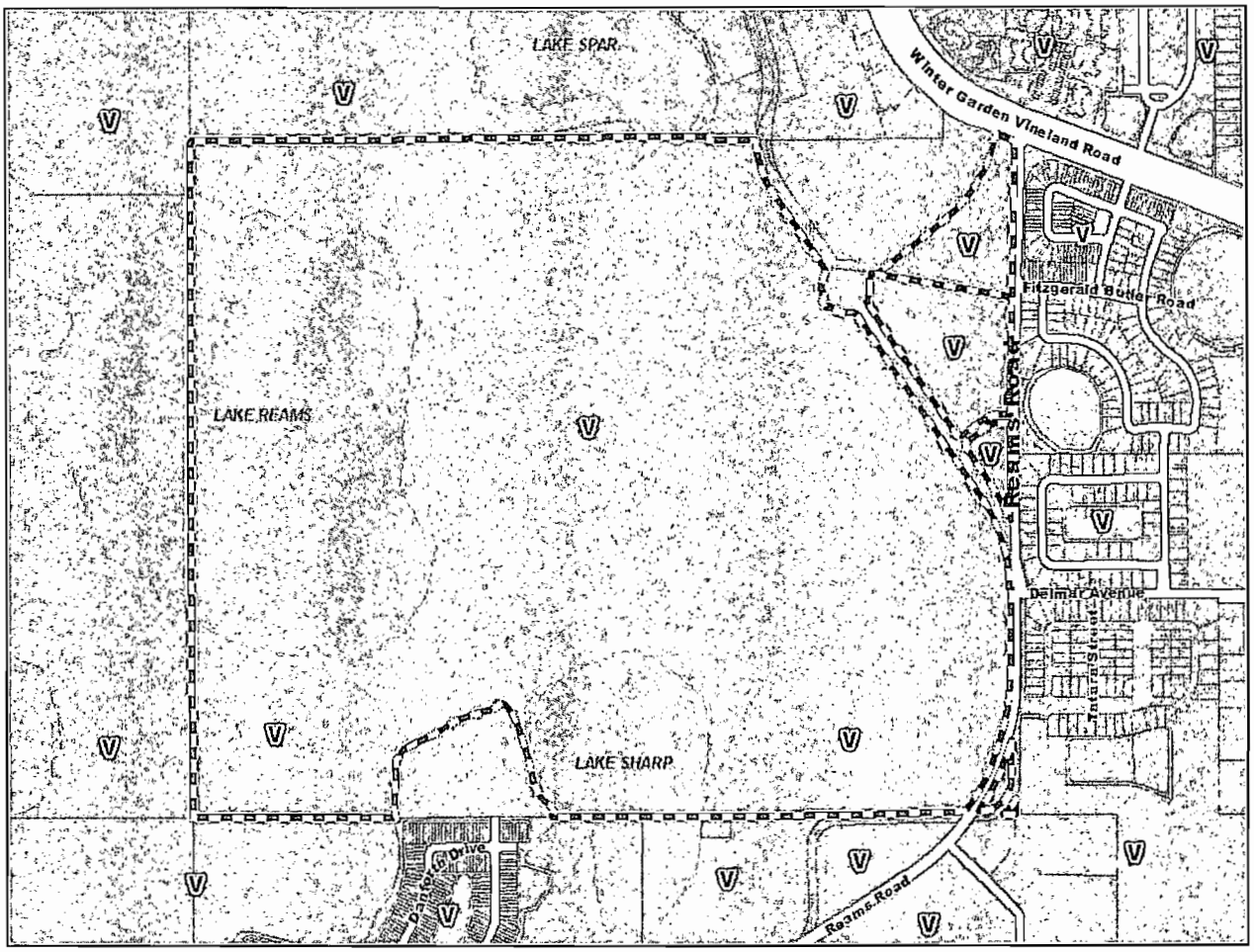
Subject Property

| | |
|---|---|
| Request: | Substantial Change |
| Applicant: | Gregory Lee |
| District: | # 1 |
| S/T/R: | 36/23/27 |
| Tract Size: | 1219.6 Acres |

1:13,000



# FUTURE LAND USE MAP



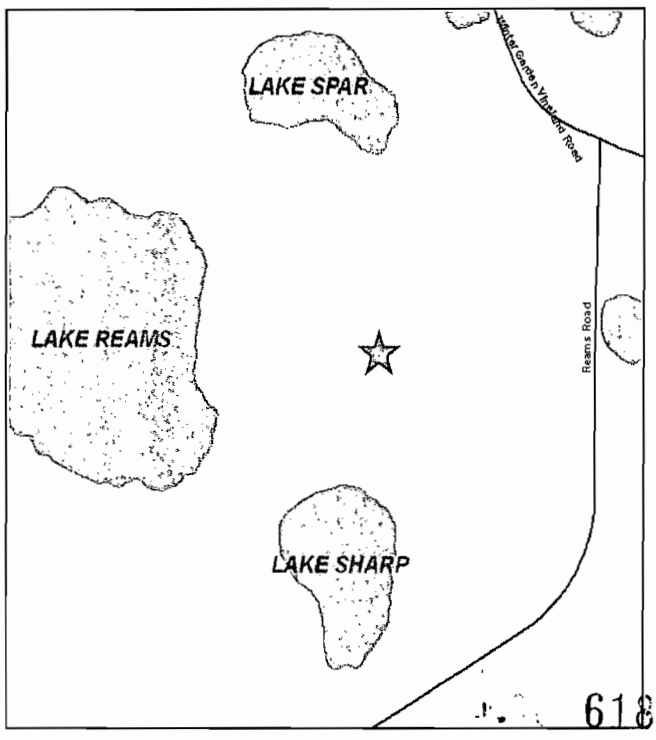

Subject Property

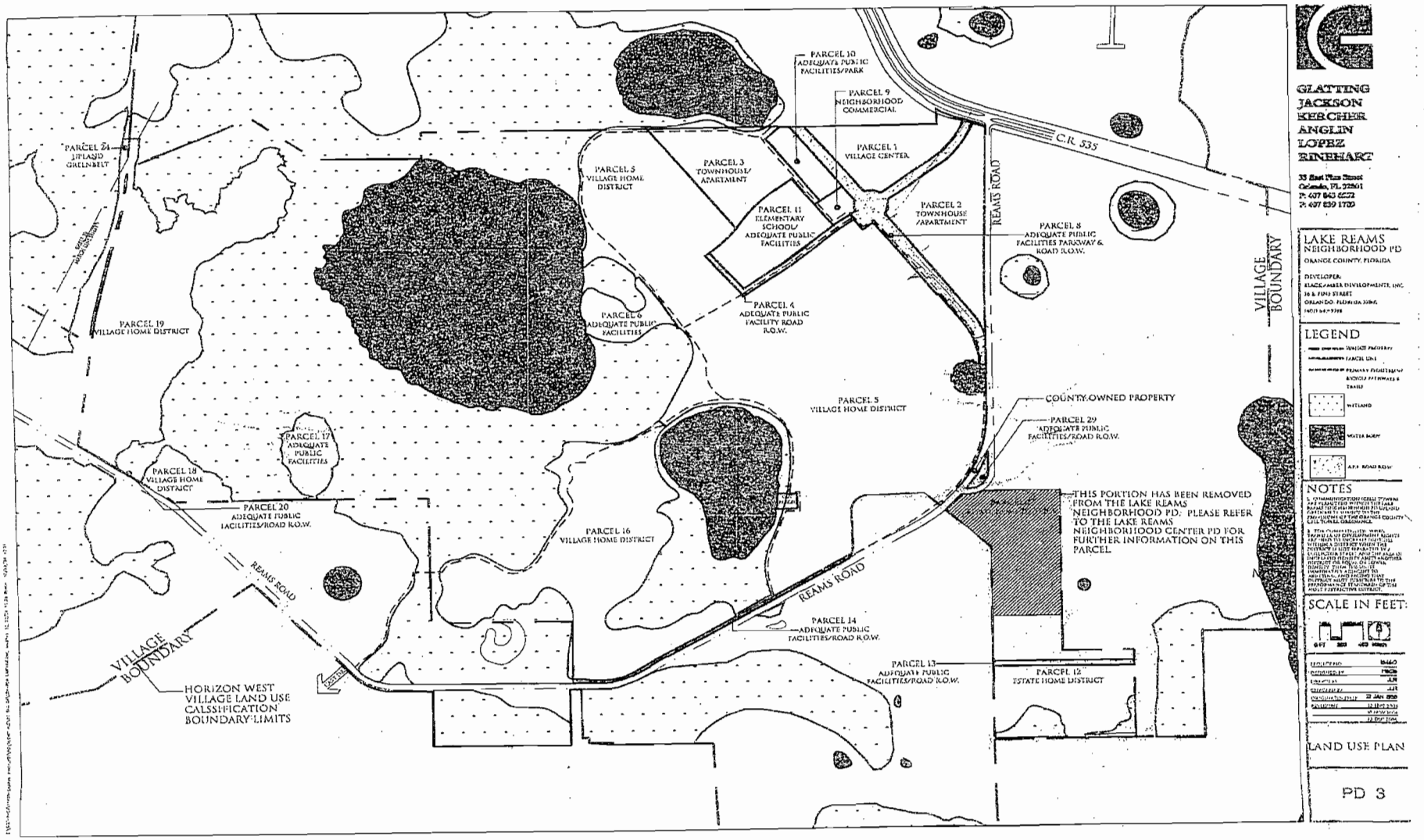
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Subject Property

| | |
|---|---|
| Request: | Substantial Change |
| Applicant: | Gregory Lee |
| District: | #1 |
| S/T/R: | 36/23/27 |
| Tract Size: | 1219.6 Acres |

1:13,000




PARCEL 10
ADEQUATE PUBLIC FACILITIES/PARK
PARCEL 9
NEIGHBORHOOD COMMERCIAL
PARCEL 1
VILLAGE CENTER
C.R. 535
REAMS ROAD
PARCEL 24
UPLAND GREENBELT
PARCEL 5
VILLAGE HOME DISTRICT
PARCEL 3
TOWNHOUSE/ APARTMENT
PARCEL 11
ELEMENTARY SCHOOL/ ADEQUATE PUBLIC FACILITIES
PARCEL 2
TOWNHOUSE /APARTMENT
PARCEL 8
ADEQUATE PUBLIC FACILITIES PARKWAY & ROAD R.O.W.
VILLAGE BOUNDARY
PARCEL 19
VILLAGE HOME DISTRICT
PARCEL 6
ADEQUATE PUBLIC FACILITIES
PARCEL 4
ADEQUATE PUBLIC FACILITY ROAD R.O.W.
PARCEL 5
VILLAGE HOME DISTRICT
COUNTY-OWNED PROPERTY
PARCEL 29
ADEQUATE PUBLIC FACILITIES/ROAD R.O.W.
PARCEL 17
ADEQUATE PUBLIC FACILITIES
PARCEL 18
VILLAGE HOME DISTRICT
PARCEL 20
ADEQUATE PUBLIC FACILITIES/ROAD R.O.W.
THIS PORTION HAS BEEN REMOVED FROM THE LAKE REAMS NEIGHBORHOOD PD. PLEASE REFER TO THE LAKE REAMS NEIGHBORHOOD CENTER PD FOR FURTHER INFORMATION ON THIS PARCEL
PARCEL 16
VILLAGE HOME DISTRICT
REAMS ROAD
REAMS ROAD
PARCEL 14
ADEQUATE PUBLIC FACILITIES/ROAD R.O.W.
VILLAGE BOUNDARY
HORIZON WEST VILLAGE LAND USE CALSSIFICATION BOUNDARY LIMITS
PARCEL 13
ADEQUATE PUBLIC FACILITIES/ROAD R.O.W.
PARCEL 12
ESTATE HOME DISTRICT
GLATTING JACKSON KERCHER ANGLIN LOPEZ RINEHART
LAKE REAMS NEIGHBORHOOD PD
ORANGE COUNTY, FLORIDA
LEGEND
WETLAND
WATER BODY
NOTES
SCALE IN FEET:
LAND USE PLAN
PD 3

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (Nov 14, 2008)
Effective January 1, 2009

# RELATIONSHIP DISCLOSURE FORM

**For use with development related items except applications in which the County is the principal or primary applicant**

This form shall be submitted to the department processing your application prior to the development-related item being considered for review and/or approval by Orange County.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

**IS THE APPLICANT OR ANY PERSON INVOLVED WITH YOUR PROJECT:**

- **A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?**
- **AN EMPLOYER OF THE MAYOR OR MEMBER OF THE BCC?**

**IS ANY PERSON WITH A BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?**

**Please complete table below:**

| | Applicant/Principal | Developer | Property Owner | Consultants/Attorney |
|---|---|---|---|---|
| | | | | |
| Business Associate | YES/NO | YES/NO | YES/NO | YES/NO |
| Relative | YES/NO | YES/NO | YES/NO | YES/NO |
| Employer | YES/NO | YES/NO | YES/NO | YES/NO |
| Beneficial interest in the outcome | YES/NO | YES/NO | YES/NO | YES/NO |

If you responded **yes** to any of the above questions, please state with whom and explain the relationship: _____

_____

_____

Case # _____
(where applicable)

Revised 4/16/2010

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature

Date: 12-14-10

Print Name and Title of Person completing this form: Gregory D. Lee,

Authorized Agent

Business Address (Street/P.O. Box, City and Zip Code): 200 South Orange Avenue, Suite 2300,

P.O. Box 112, Orlando, FL 32801

Business Phone ( 407) 649-4096

Facsimile ( 407) 841-0168

STATE OF FLORIDA :
COUNTY OF ORANGE :

I certify that on DECEMBER 14, 2010, before me, KATHLEEN M. POOLE, an officer duly authorized by the State of Florida, and in the county mentioned above, to take acknowledgements, personally appeared Gregory D. Lee, to me known to be the person described in this instrument or to have produced _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 14th day of DECEMBER, in the year 2010.

Kathleen M. Poole
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: _____

(Notary Seal)

KATHLEEN M. POOLE
Commission # EE 021593
Expires September 22, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

Case # _____
(where applicable)

Revised 4/16/2010

# ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This form should be completed in full and filed with all application submittals.**
**This form shall remain cumulative ** File any amendment with the department processing your application.**

**Part I**
**Please complete the following:**
Name and Address of Principal or Principal's Authorized Agent: Gregory D. Lee

200 South Orange Avenue, Suite 2300, Orlando, FL 32801

Name and Address of Lobbyist, consultants, contractors, if any: _____

**Part II**
**Expenditures:**
An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

| Date of Expenditure | Name of Payee | Description of Expenditure | Amount Expended |
|---|---|---|---|
| | * No lobbying expenditures as of 12/14/10 | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | |

If continued on a separate sheet, please check here _____

**Total Expenditures this Report: $0.00**
**Date of this Report:** _____

Case # _____
(where applicable)

Revised 4/16/2010

**Part III**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this project prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 12/13/10

Patricia K. Fletcher, Executive VP Avatar Properties, Inc.
Signature of ☒ Principal or ☐ Principal's Authorized Agent*
*(check appropriate box)*

Jen Florida,II, LLC, a Florida limited liability company
By: Avatar Properties Inc., a Florida corporation
Its: Managing Member

STATE OF FLORIDA :
COUNTY OF Dade :

I certify that on December 13th 2010, before me, [illegible], an officer duly authorized by the State of Florida and in the county mentioned above, to take acknowledgements, personally appeared Patricia K. Fletcher, to me known to be the person described in this instrument or to have produced DLA, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 13th day of December, in the year 2010.

MARIBEL G. PILA
MY COMMISSION # EE 010398
EXPIRES: October 20, 2014
Bonded Thru Notary Public Underwriters

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires:_____

**If form is signed by the Principal's Authorized Agent, please attach the completed Agent Authorization form.*

S:\Dcrosby\Forms\Specific Project Expenditure Report\Specific Project Expenditure Form D9 (post BCC 12-16-08)

Case # _____
(where applicable)

Revised 4/16/2010

ORANGE COUNTY GOVERNMENT FLORIDA

**Interoffice Memorandum**

September 6, 2011

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Jon V. Weiss, P.E., Director
Growth Management Department

**CONTACT PERSON: Susan E. Caswell, AICP, Manager, Planning Division**
**(407) 836-5884**

SUBJECT: September 20, 2011 – Public Hearing
Michael Grindstaff
Project ABC Planned Development/Land Use Plan (PD/LUP)
Substantial Change to the LUP (Case #CDR-11-06-140)
District 1

This request is to increase the entitlements of Parcel 2B to 144,000 square feet of Commercial/Office, or 72,000 square feet of automobile dealership. No waivers are being sought as part of this request.

The 15.31-acre subject property is located at the northwest corner of South John Young Parkway and Central Florida Parkway.

This request is classified as a substantial amendment per Orange County Code Section 38-1207(a)(2), for changes that would alter a land use type adjacent to a property boundary.

This application is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to presentation of items or lobbying of items before the BCC. Copies of the disclosure forms are attached.

**ACTION REQUESTED: The action requested is to make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the approved Project ABC PD Land Use Plan dated "Received August 17, 2011," subject to the five (5) conditions listed in the Staff Report.**

**District 1**

JVW/SEC/JS/RG

Attachments

**BCC Hearing Date: September 20, 2011** **Commission District: 1**

## GENERAL INFORMATION

**APPLICANT** Michael Grindstaff

**HEARING TYPE** Substantial Change (Case #CDR-11-06-140)

**REQUEST** This request is to increase the entitlements of Parcel 2B to 144,000 square feet of Commercial/Office, or 72,000 square feet of automobile dealership. No waivers are being sought as part of this request.

**LOCATION** Generally described as the northwest corner of South John Young Parkway and Central Florida Parkway.

**PARCEL ID NUMBER (S)** 08-24-29-3049-01-000
S/T/R: 08/24/29

**PUBLIC NOTIFICATION** The notification area for this public hearing was 500 feet (Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet). One hundred and ten (110) notices were mailed to those property owners in the mailing area.

**TRACT SIZE** ~ 15.31 acres

## ACTION REQUESTED

**DRC RECOMMEDATION** (July 13, 2011)

Make a finding of consistency with the CP and approve the substantial change to the approved Project ABC Planned Development / Land Use Plan (PD/LUP) subject to the following conditions:

1. Development shall conform to the Project ABC PD Land Use Plan dated "Received ~~July 29, 2010~~ August 17, 2011," and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, ordinance and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities or intensities. In the event of a conflict or inconsistency between a condition of approval of this zoning and the land use plan dated "~~July 29, 2010~~ August 17, 2011," 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. Approval for commercial/office for Parcel 2B shall be restricted to 144,000 square feet. At issuance of the first permit for any of the commercial/office use square footage, then the automobile dealership use is eliminated. If an automobile dealership is developed on Tract 2B in lieu of the commercial/office, it shall be restricted to 72,000 square feet.

4. Approval of trips in excess of 50,685 ADT's will require compliance with CMS Concurrency Management System.

5. All previous applicable BCC Conditions of Approval, including those dated, September 14, 2010, and April 19, 1995, shall apply:

   a. ~~Traffic shall not exceed what is currently approved.~~

      **THIS CONDITION HAS BEEN REPLACED BY COA #4**

   b. Outdoor storage and display shall be prohibited on Lot 2B.

   c. Billboard and pole signs shall be prohibited.

   d. The developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities.

   e. Master water, wastewater, and reclaimed water plans, including preliminary calculations, shall be required to be submitted for review and approval prior to submission of construction plans

   f. The following performance standards shall apply for Lot 2B (if utilized for a car dealership):

      **MODIFIED AS PART OF THIS REQUEST**

      - The building shall be 40 feet from the right-of-way of John Young Parkway and Central Florida Parkway. The porte-cochere on the southeast corner of the building shall extend into the 40-foot setback. Except for under the porte-cochere, no vehicles shall be allowed in front of the building setback line (40 feet). The porte-cochere shall be limited to no more than 25 percent of each of the building facades.

- Cars shall be permitted under the porte-cochere only; no parking or display shall occur beyond clearly distinguished porte-cochere stage surface.

- Lighting shall comply with Article XVI of Chapter 9 of the Orange County Code.

- There shall be no outdoor loud speakers or sound system.

- Temporary signs, banners, and balloons shall be prohibited.

- Only 2 ground signs shall be permitted. Facia signs shall comply with Chapter 31.5 of the Orange County Code.

- A detailed landscape and lighting plan, and complete architectural elevations and final building footprint shall be submitted.

- There shall be only 1 structure on site.

- All parking and display areas (except under the porte-cochere) shall be set back at least 40 feet from all rights-of-way.

- A knee wall, minimum 36 inches high, shall be provided along the length of John Young Parkway and Central Florida Parkway except in front of the porte-cochere. Said wall shall include closely-spaced plaster/columns with cap feature.

- The finished grade of the parking/display areas shall be at or below the finished grade of the knee wall.

## IMPACT ANALYSIS

### LAND USE COMPATIBILITY

The proposed substantial change would allow land uses that are compatible with the existing development in the area.

### COMPREHENSIVE PLAN CONSISTENCY

This project is consistent with the Comprehensive Plan.

## SITE DATA

**EXISTING ZONING (S)** Project ABC Planned Development (1992)

**ADJACENT ZONING**

N: Orangewood PD

E: Orangewood PD

W: Orangewood PD / Central Florida Parkway

S: Orangewood PD

| | |
|---|---|
| **PROPOSED DEVELOPMENT PROGRAM** | Northwest Quadrant<br><br>Parcel 2A: 12,168 square feet (commercial)<br>Parcel 2B: 144,000 square feet (commercial/office) ***proposed***<br>Parcel 3B: 98,000 square feet (commercial/office)<br>129 units (hotel) |

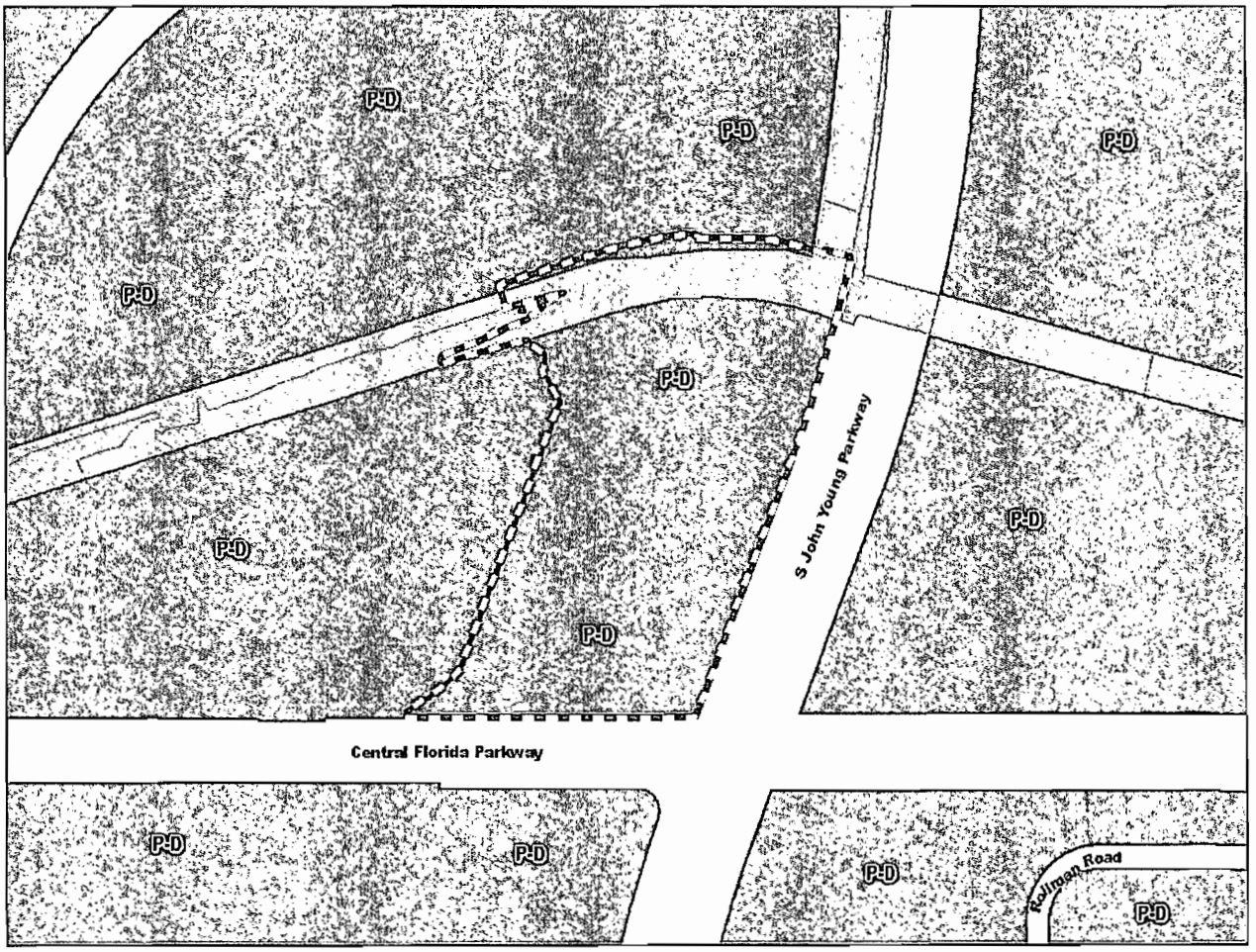
**PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION** (September 14, 2010)

Motion/Second: Commissioners Stewart/Segal
AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Jim Hall, Project ABC Planned Development (PD) Land Use Plan (LUP), to request to allow Day Spa and Wine / Spirit Sales uses on Parcels 8A and 8B; which constitutes a substantial change to the development on the described property; subject to four (4) conditions.

JVW/SEC/JS/RG
S:\Dev_Review_PZ\BCC_Public_Hearings\2011\09. Sep\20 Sep\Project ABC_LUP Sub Change Staff Report.docx

# ZONING MAP



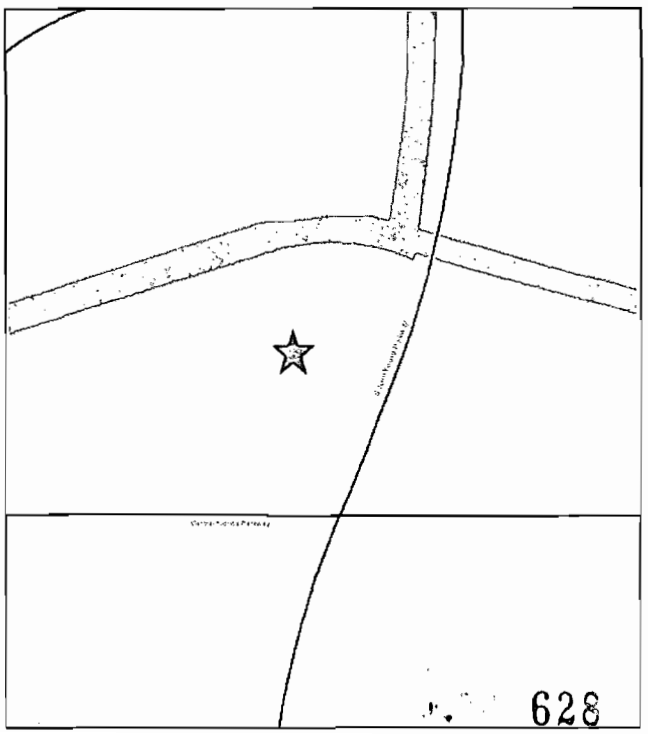

Subject Property

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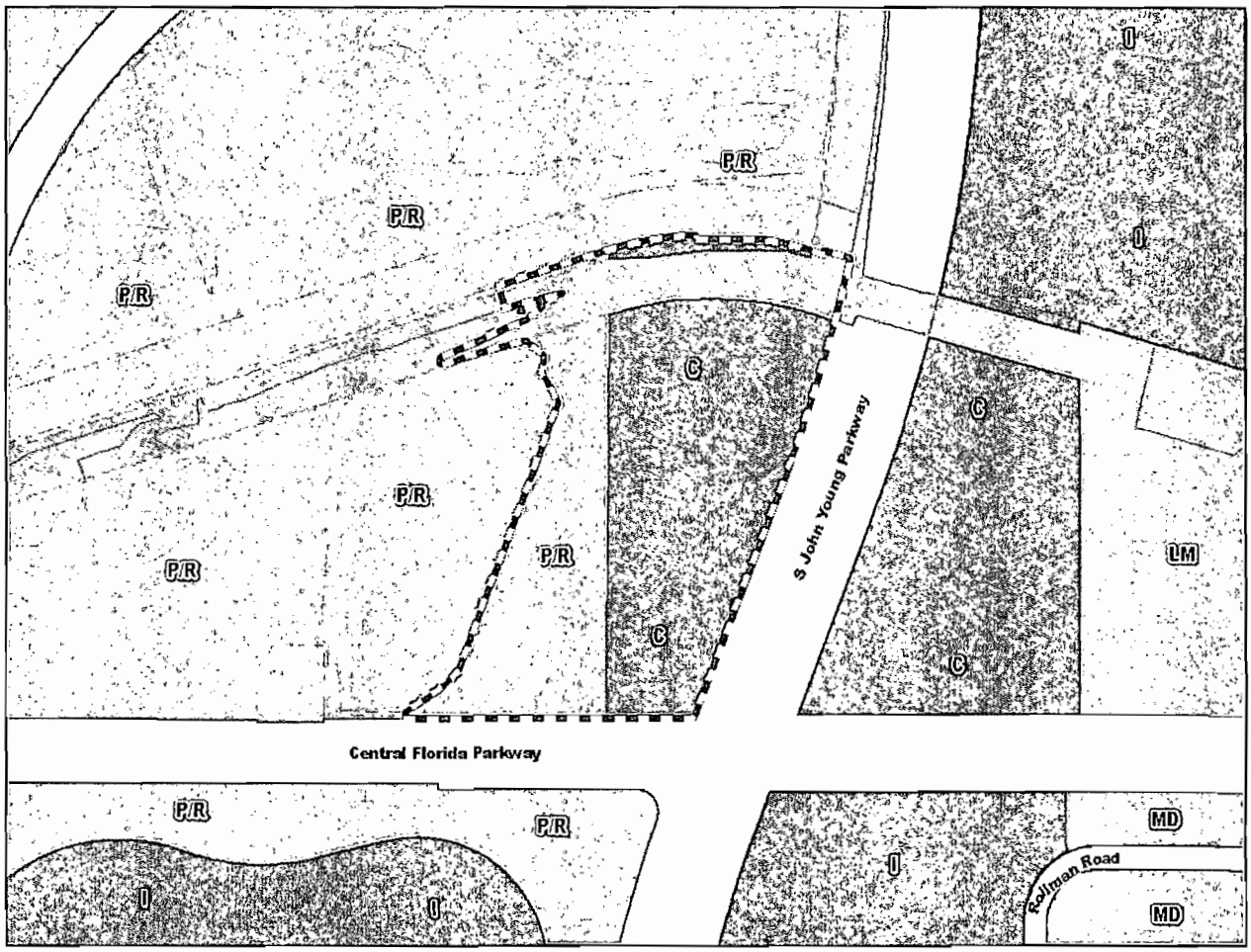
Subject Property

| | |
|---|---|
| Request: | Substantial Change |
| Applicant: | Michael Grindstaff |
| District: | # 1 |
| S/T/R: | 08/24/29 |
| Tract Size: | 15.31 Acres |

1:4,800



# FUTURE LAND USE MAP



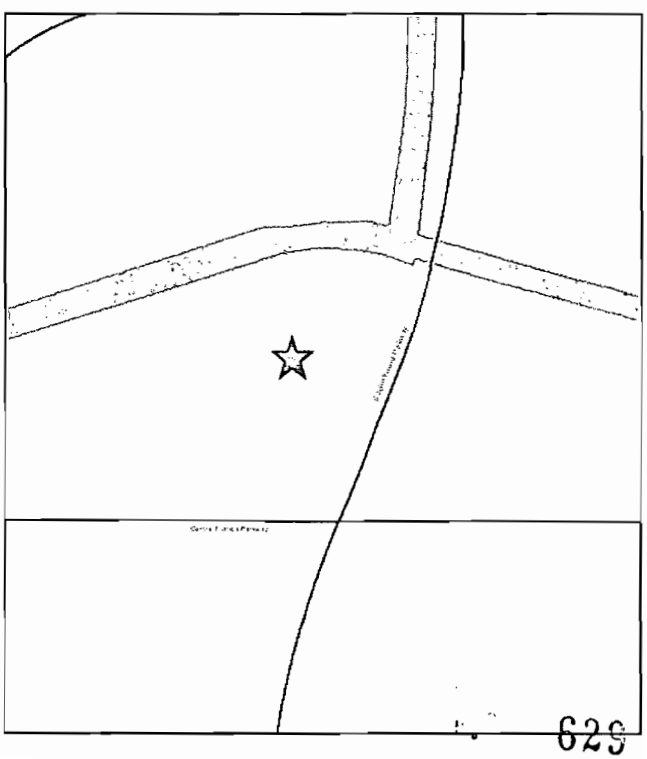

Subject Property

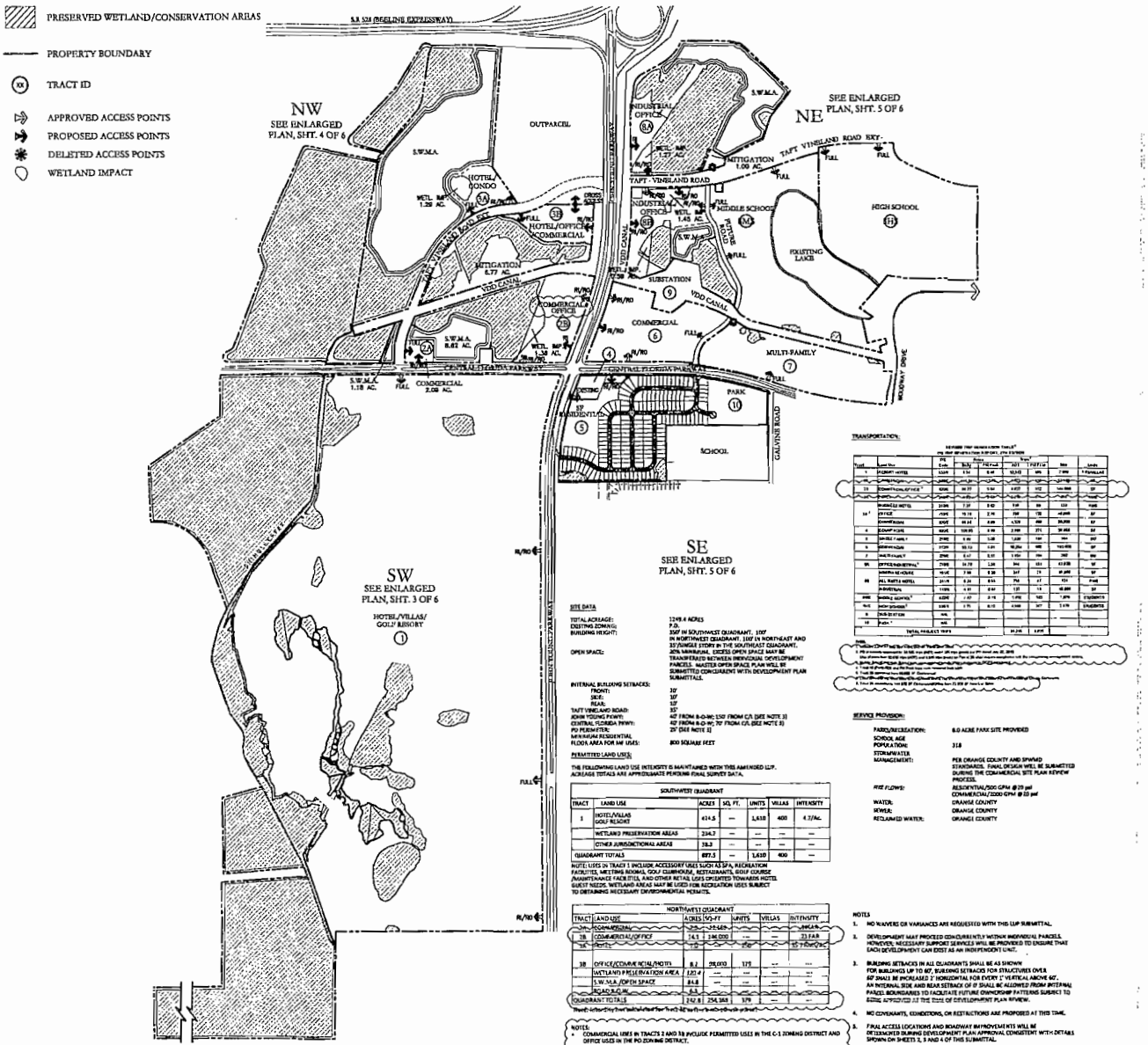
N
W
E
S

Subject Property

| | |
|---|---|
| Request: | Substantial Change |
| Applicant: | Michael Grindstaff |
| District: | # 1 |
| S/T/R: | 08/24/29 |
| Tract Size: | 15.31 Acres |

1:4,800

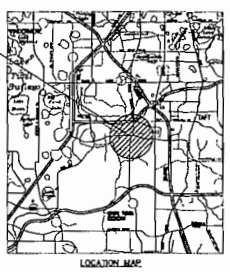





## SHEET INDEX


| | |
|---|---|
| SHEET 2 OF 6 | AMENDED LAND USE PLAN |
| SHEET 3 OF 6 | AMENDED LAND USE PLAN - SW QUADRANT |
| SHEET 4 OF 6 | AMENDED LAND USE PLAN - NW QUADRANT |
| SHEET 5 OF 6 | AMENDED LAND USE PLAN - NE & SE QUADRANTS |
| SHEET 6 OF 6 | APPROVED LAND USE PLAN (AS AMENDED) |


PROJECT SITE



LOCATION MAP

### 2011 PROPOSED MODIFIED MASTER PLAN

| LAND USE | UNITS/RMS/GSF | ACRES |
|---|---|---|
| COMMERCIAL/RETAIL | ~~355,168~~ 427,168 | 51.2 |
| INDUSTRIAL/OFFICE | ~~239,600~~ 228,000 | 107.8 |
| HIGH SCHOOL | 3,000 STUDENTS | |
| MIDDLE SCHOOL | 1,500 STUDENTS | |
| HOTEL FACILITIES | | |
| HOTEL | 379 | |
| RESORT HOTEL | ~~1,600~~ 1,610 | |
| SPA (ASSOCIATE W/HOTEL) | 50,000 | |
| VILLAS | 400 | |
| TOTAL HOTEL FACILITIES | ~~2,050~~ 2,389 | 90.0 |
| SUBSTATION | | 1.3 |
| RESIDENTIAL | | |
| MULTI-FAMILY | 332 | 19.8 |
| SINGLE-FAMILY | 164 | 30.3 |
| TOTAL RESIDENTIAL | 466 | 50.1 |
| OPEN SPACE | | |
| GOLF COURSE | | 230.3 |
| PARK | | 8.0 |
| LAKES/SWMA/OPEN SPACE | | 266.3 |
| CONSERVATION | | 387.0 |
| UPLAND MITIGATION | | 1.0 |
| OTHER JURISDICTIONAL AREA | | 38.3 |
| TOTAL OPEN SPACE | | 930.9 |
| GOLF CLUBHOUSE | 25,000 | 3.1 |
| GOLF MAINTENANCE | 25,000 | 5 |
| RIGHTS-OF-WAY | | 9.95 |
| TOTAL | | 1,249.4 |

* TOTALS UPDATED BASED ON QUADRANT BREAKDOWNS FOR CONSISTENCY WITH PREVIOUS LUP AMENDMENTS

### ACCESS TABLE

| TRACT | NO. OF ACCESS POINTS | |
|---|---|---|
| 1 | 4 | R/RO<br>FULL<br>R/RO<br>FULL |
| 2A | 2 | FULL<br>R/RO |
| 2B | 3 | R/RO<br>IR<br>R/RO |
| 3A | 2 | FULL<br>R/RO |
| 3B | 3 | FULL<br>R/RO<br>CROSS ACCESS |
| 4 | 1 | EXISTING |
| 5 | 1 | R/RO |
| 6 | 4 | R/RO<br>R/RO<br>R/RO<br>FULL |
| 7 | 1 | FULL |
| 8A | 2 | IR<br>R/RO |
| 8B | 3 | R/RO<br>R/RO<br>R/RO |
| 8MS | 2 | FULL<br>FULL |
| 8MS | 2 | FULL<br>FULL |

### SITE DATA

| | |
|---|---|
| TOTAL ACREAGE: | 1249.4 ACRES |
| EXISTING ZONING: | P.D. |
| BUILDING HEIGHT: | 150' IN SOUTHWEST QUADRANT, 100' IN NORTHEAST AND IN NORTHWEST QUADRANT, 110' IN NORTH-EAST AND 35'/SINGLE STORY IN THE SOUTHEAST QUADRANT. |
| OPEN SPACE: | 20% MINIMUM. EXCESS OPEN SPACE MAY BE TRANSFERRED BETWEEN INDIVIDUAL DEVELOPMENT PARCELS. MASTER OPEN SPACE PLAN WILL BE SUBMITTED CONCURRENT WITH DEVELOPMENT PLAN SUBMITTALS. |
| INTERNAL BUILDING SETBACKS: | |
| FRONT: | 10' |
| SIDE: | 10' |
| REAR: | 10' |
| TAFT VINELAND ROAD: | 35' |
| JOHN YOUNG PKWY: | 40' FROM R-O-W; 150' FROM C/L (SEE NOTE 3) |
| CENTRAL FLORIDA PKWY: | 40' FROM R-O-W; 70' FROM C/L (SEE NOTE 3) |
| PD PERIMETER: | 25' (SEE NOTE 1) |
| MINIMUM RESIDENTIAL FLOOR AREA FOR MF USES: | 800 SQUARE FEET |

### PERMITTED LAND USES:

THE FOLLOWING LAND USE INTENSITY IS MAINTAINED WITH THIS AMENDED LUP. ACREAGE TOTALS ARE APPROXIMATE PENDING FINAL SURVEY DATA.

**SOUTHWEST QUADRANT**

| TRACT | LAND USE | ACRES | SQ. FT. | UNITS | VILLAS | INTENSITY |
|---|---|---|---|---|---|---|
| 1 | HOTEL/VILLAS GOLF RESORT | 414.5 | — | 1,610 | 400 | 4.7/Ac. |
| | WETLAND PRESERVATION AREAS | 234.7 | — | — | — | — |
| | OTHER JURISDICTIONAL AREAS | 38.3 | — | — | — | — |
| QUADRANT TOTALS | | 687.5 | — | 1,610 | 400 | — |

NOTE: USES IN TRACT 1 INCLUDE ACCESSORY USES SUCH AS SPA, RECREATION FACILITIES, MEETING ROOMS, GOLF CLUBHOUSE, RESTAURANTS, GOLF COURSE MAINTENANCE FACILITIES, AND OTHER RETAIL USES DEVOTED TOWARDS HOTEL GUEST NEEDS. WETLAND AREAS MAY BE USED FOR RECREATION USES SUBJECT TO OBTAINING NECESSARY ENVIRONMENTAL PERMITS.

**NORTHWEST QUADRANT**

| TRACT | LAND USE | ACRES | SQ. FT. | UNITS | VILLAS | INTENSITY |
|---|---|---|---|---|---|---|
| 2A | COMMERCIAL | 25.1 | 274,628 | — | — | .25 FAR |
| 2B | COMMERCIAL/OFFICE | 14.1 | 146,000 | — | — | .23 FAR |
| 3A | HOTEL | 7.0 | 150 | 150 | — | 21.4 ROOMS/AC. |
| 3B | OFFICE/COMMERCIAL/HOTEL | 8.1 | 98,000 | 175 | — | — |
| | WETLAND PRESERVATION AREA | 120.4 | — | — | — | — |
| | S.W.M.A./OPEN SPACE | 84.8 | — | — | — | — |
| | ROAD R-O-W | 14.1 | — | — | — | — |
| QUADRANT TOTALS | | 242.8 | 254,365 | 379 | — | — |

NOTES:
- COMMERCIAL USES IN TRACTS 2 AND 3B (INCLUDE PERMITTED USES IN THE C-1 ZONING DISTRICT AND OFFICE USES IN THE PO ZONING DISTRICT.
- APPROVAL FOR COMMERCIAL/OFFICE FOR PARCEL 2B SHALL BE RESTRICTED TO 344,000 SQUARE FEET. ALTERNATIVELY, TRACT 2B MAY INCLUDE A NEW AUTOMOBILE DEALERSHIP AND ANCILLARY USES TO THE AUTOMOBILE DEALERSHIP, INCLUDING BUT NOT LIMITED TO; AUTOMOTIVE SERVICE CENTER, PAINT SALES, PAINT AND BODY, CAR WASH, AND PRE-OWNED VEHICLE SALES, A C-2 USE. AT ISSUANCE OF THE FIRST PERMIT FOR ANY OF THE COMMERCIAL/OFFICE USE SQUARE FOOTAGE, THEN THE AUTOMOBILE DEALERSHIP USE IS ELIMINATED. IF AN AUTOMOBILE DEALERSHIP IS DEVELOPED ON TRACT 2B IN LIEU OF COMMERCIAL/OFFICE, IT SHALL BE RESTRICTED TO 72,000 SQUARE FEET AND THE PERFORMANCE STANDARDS IN NOTE 18 SHALL APPLY.
- WETLAND AND S.W.M.A. MAY BE USED FOR RECREATION USES SUBJECT TO OBTAINING NECESSARY ENVIRONMENTAL PERMITS.

**SOUTHEAST QUADRANT**

| TRACT | LAND USE | ACRES | SQ. FT. | UNITS | VILLAS | INTENSITY |
|---|---|---|---|---|---|---|
| 4 | COMMERCIAL | 2.8 | 28,000 | — | — | .23 FAR |
| 5 | SINGLE FAMILY | 30.3 | — | 164 | — | 5.4/AC. |
| | PARK | 8.0 | — | — | — | — |
| | S.W.M.A. | 8.9 | — | — | — | — |
| QUADRANT TOTALS | | 50.0 | 28,000 | 164 | — | — |

NOTE: COMMERCIAL USES IN TRACT 4 (INCLUDE PERMITTED USES IN THE PO AND C-1 ZONING DISTRICTS. RESIDENTIAL USES IN TRACT 5 ARE NOT SUBJECT TO THIS LUP AMENDMENT.

**NORTHEAST QUADRANT**

| TRACT | LAND USE | ACRES | SQ. FT. | UNITS | VILLAS | INTENSITY |
|---|---|---|---|---|---|---|
| 6 | COMMERCIAL | 24.1 | 185,000 | — | — | .18 FAR |
| 7 | MULTI-FAMILY | 19.8 | — | 302 | — | 15.3/AC. |
| 8A | OFFICE/INDUSTRIAL | 6.21 | 63,800 | — | — | .25 FAR |
| 8A | DAY SPA (7000 SF) | 6.21 | — | — | — | .25 FAR |
| 8A | WINE & SPIRIT SALES 2000 SF | 6.21 | — | — | — | .25 FAR |
| 8B | MINI WAREHOUSE | 12.34 | 96,600 | 665 | — | — |
| 8B | HOTEL | — | — | 121 | — | 9.8/Ac. |
| 8B | OFFICE/INDUSTRIAL | — | 19,600 | — | — | .25 FAR |
| 8MS | HIGH SCHOOL | 48.07 | — | — | — | — |
| 8MS | MIDDLE SCHOOL | 40.58 | — | — | — | — |
| 9 | SUB-STATION | 1.3 | — | — | — | — |
| | S.W.M.A./LAKES/OPEN SPACE | 68.5 | — | — | — | — |
| | WETLAND PRESERVATION AREAS | 81.3 | — | — | — | — |
| | UPLAND MITIGATION | 1.0 | — | — | — | — |
| | ROAD R-O-W | 8.7 | — | — | — | — |
| QUADRANT TOTALS | | 359.1 | 373,000 | 1,108 | — | — |

NOTE: COMMERCIAL USES IN TRACT 6 INCLUDE PERMITTED USES IN THE PO AND C-1 ZONING DISTRICTS. USES IN PARCEL 8 INCLUDE PERMITTED USES IN THE IS & IS ZONING DISTRICT AND PUBLIC HIGH SCHOOL.
LANDUSES IN THE NE QUADRANT SHALL ALSO PERMIT 2000 SF DAY SPA AND 2000 SF WINE/SPIRITS 4STAR

### TRANSPORTATION:

| Trad. | Land Use | PE Data | PE Rate | PM Peak | Trips ADT | Trips PM Pk | Size | Units |
|---|---|---|---|---|---|---|---|---|
| 1 | RESORT HOTEL | 1610 | 9.10 | 0.64 | 14,651 | 406 | 2,389 | 1 ROOM/UNIT |
| 2A | COMMERCIAL | 1000 | 108.32 | 3.81 | 108,320 | 3,810 | 274,628 | SF |
| 2B | COMMERCIAL/OFFICE | 1000 | 84.77 | 3.54 | 84,770 | 3,540 | 146,000 | SF |
| 3A | BUSINESS HOTEL | 2389 | 7.27 | 0.92 | 7,491 | 2,198 | 150 | ROOMS |
| 3B | OFFICE | 1000 | 10.16 | 2.16 | 8,128 | 1,728 | 98,000 | SF |
| 3B | COMMERCIAL | 1000 | 84.77 | 3.81 | 6,354 | 635 | 28,000 | SF |
| 4 | COMMERCIAL | 1000 | 108.32 | 3.81 | 108,320 | 3,810 | 185,000 | SF |
| 5 | SINGLE FAMILY | 2389 | 7.27 | 0.92 | 7,491 | 2,198 | 150 | DU |
| 6A | OFFICE/INDUSTRIAL | 1000 | 10.16 | 1.26 | 646 | 161 | 63,800 | SF |
| 6A | DAY SPA (7000 SF) | 1000 | 7.38 | 0.38 | 267 | 73 | 49,000 | SF |
| 6A | WINE & SPIRIT SALES | 2000 | 9.32 | 0.51 | 746 | 41 | 4,000 | SF |
| 6B | MINI WAREHOUSE | 1000 | 1.51 | 0.07 | 101 | 5 | 66,600 | SF |
| 6MS | MIDDLE SCHOOL | 1500 | 1.50 | 0.19 | 1,995 | 505 | 1,500 | STUDENTS |
| 6HS | HIGH SCHOOL | 3000 | 1.70 | 0.12 | 4,080 | 367 | 3,000 | STUDENTS |
| 8 | SUB-STATION | VAR. | | | | | | |
| 10 | PARK * | VAR. | | | | | | |
| | TOTAL PROJECT TRIPS | | | | 34,206 | 4,895 | | |

### SERVICE PROVISION:

| | |
|---|---|
| PARKS/RECREATION: | 8.0 ACRE PARK SITE PROVIDED |
| SCHOOL AGE POPULATION: | 318 |
| STORMWATER MANAGEMENT: | PER ORANGE COUNTY AND SFWMD STANDARDS. FINAL DESIGN WILL BE SUBMITTED DURING THE COMMERCIAL SITE PLAN REVIEW PROCESS. |
| FIRE FLOWS: | RESIDENTIAL/500 GPM @ 20 psi<br>COMMERCIAL/2000 GPM @ 20 psi |
| WATER: | ORANGE COUNTY |
| SEWER: | ORANGE COUNTY |
| RECLAIMED WATER: | ORANGE COUNTY |

NOTES

1. NO WAIVERS OR VARIANCES ARE REQUESTED WITH THIS LUP SUBMITTAL.
2. DEVELOPMENT MAY PROCEED CONCURRENTLY WITHIN INDIVIDUAL PARCELS. HOWEVER, NECESSARY SUPPORT SERVICES WILL BE PROVIDED TO ENSURE THAT EACH DEVELOPMENT CAN EXIST AS AN INDEPENDENT UNIT.
3. BUILDING SETBACKS IN ALL QUADRANTS SHALL BE AS SHOWN FOR BUILDINGS UP TO 60', BUILDING SETBACKS FOR STRUCTURES OVER 60' SHALL BE INCREASED 2' HORIZONTAL FOR EVERY 1' VERTICAL ABOVE 60'. AN INTERNAL SIDE AND REAR SETBACK OF 0' SHALL BE ALLOWED FROM INTERNAL PARCEL BOUNDARIES TO FACILITATE FUTURE OWNERSHIP PATTERNS SUBJECT TO FINAL APPROVAL AT THE TIME OF DEVELOPMENT PLAN REVIEW.
4. NO COVENANTS, CONDITIONS, OR RESTRICTIONS ARE PROPOSED AT THIS TIME.
5. FINAL ACCESS LOCATIONS AND ROADWAY IMPROVEMENTS WILL BE DETERMINED DURING DEVELOPMENT PLAN APPROVAL CONSISTENT WITH DETAILS SHOWN ON SHEETS 2, 3 AND 4 OF THIS SUBMITTAL.
6. A MASTER SIGN PLAN WILL BE SUBMITTED WITH DEVELOPMENT PLANS CONSISTENT WITH SECTION 31.5 OF THE COUNTY CODE. BILLBOARDS AND POLE SIGNS ARE PROHIBITED. ALL SIGNAGE WILL COMPLY WITH THE MASTER SITE PLAN.
7. ALL UNNECESSARY UNDERLYING RIGHTS-OF-WAY AND EASEMENTS WILL BE VACATED.
8. BOUNDARIES OF WETLAND AREAS ARE SUBJECT TO CHANGE PENDING FINAL SURVEY DATA.
9. THE EXISTING AGRICULTURAL USES ON INDIVIDUAL DEVELOPMENT PARCELS SHALL CONTINUE UNTIL DEVELOPMENT COMMENCES.
10. THE PROJECT SHALL COMPLY WITH THE COMMERCIAL DESIGN STANDARDS SET FORTH IN ARTICLE XVI OF CHAPTER 9 OF THE ORANGE COUNTY LAND DEVELOPMENT CODE.
11. LIGHTING SHALL COMPLY WITH ARTICLE XVI OF CHAPTER 9 OF THE ORANGE COUNTY LAND DEVELOPMENT CODE.
12. PHASING: PARCELS 1, 4, 5, 7, 9 & 10 ARE DEVELOPED.
    PARCELS 6 IS PARTIALLY DEVELOPED (HIGH SCHOOL)
    PARCELS 2B, 3 & 8 ARE PHASE 2
    PARCELS 2A, 3A & 3B ARE PHASE 2
13. ACCESS TO TRACT 2B HAVE BEEN APPROVED ON THE 2003 PSP.
14. ACCESS TO TRACT 8A FROM TAFT-VINELAND HAS BEEN CONSTRUCTION.
15. ALL ACREAGE REGARDING CONSERVATION AREAS INCLUDING WETLANDS AND BUFFERS ARE CONSIDERED APPROXIMATE UNTIL FINALIZED BY CONSERVATION AREA DETERMINATION AND CONSERVATION AREA IMPACT PERMITS APPROVAL OF THIS PLAN DOES NOT PERMIT ANY PROPOSED CONSERVATION IMPACTS.
16. NO ACCESS FROM JOHN YOUNG PARKWAY TO TRACT 3B WILL BE CONSTRUCTED UNTIL AN AGREEMENT HAS BEEN NEGOTIATED WITH THE ORANGE COUNTY REAL ESTATE DEPARTMENT.
17. EACH PARCEL SHALL HAVE SUFFICIENT INFRASTRUCTURE TO BE DEVELOPED INDEPENDENTLY AS A DISTINCT PHASE.
18. THE FOLLOWING PERFORMANCE STANDARDS SHALL APPLY FOR LOT 2B:
    - THE BUILDING SHALL BE 40 FEET FROM RIGHT OF WAY OF JOHN YOUNG PARKWAY AND CENTRAL FLORIDA PARKWAY. THE PORTE-COCHERE ON THE SOUTHEAST CORNER OF THE BUILDING SHALL EXTEND INTO THE 40 FOOT SETBACK. EXCEPT FOR UNDER THE PORTE-COCHERE, NO VEHICLES SHALL BE ALLOWED IN FRONT OF THE BUILDING SETBACK LINE (40 FEET). THE PORTE-COCHERE SHALL BE LIMITED TO NO MORE THAN 25% OF EACH OF THE BUILDING FACADES.
    - CARS SHALL BE PERMITTED UNDER THE PORTE-COCHERE ONLY; NO PARKING OR DISPLAY SHALL OCCUR BEYOND CLEARLY DISTINGUISHED PORTE-COCHERE STAGE SURFACE.
    - DEVELOPMENT SHALL MEET THE COUNTY LIGHTING CODE.
    - THERE SHALL BE NO OUTDOOR LOUD SPEAKERS OR SOUND SYSTEM.
    - TEMPORARY SIGNS, BANNERS AND BALLOONS SHALL BE PROHIBITED.
    - ONLY 2 GROUND SIGNS SHALL BE PERMITTED. FACIA SIGNS SHALL COMPLY WITH CH. 31.5 OF THE ORANGE COUNTY CODE.
    - A DETAILED LANDSCAPE AND LIGHTING PLAN, AND COMPLETE ARCHITECTURAL ELEVATIONS AND FINAL BUILDING FOOTPRINT SHALL BE SUBMITTED.
    - THERE SHALL BE ONLY ONE STRUCTURE ON-SITE.
    - ALL PARKING AND DISPLAY AREAS (EXCEPT UNDER THE PORTE-COCHERE) SHALL BE SET BACK AT LEAST 40 FEET FROM ALL RIGHT-OF-WAYS.
    - A KNEE WALL, MINIMUM 36 INCHES HIGH, SHALL BE PROVIDED ALONG THE LENGTH OF JOHN YOUNG PARKWAY AND CENTRAL FLORIDA PARKWAY, EXCEPT IN FRONT OF THE PORTE-COCHERE. SAID WALL INCLUDE CLOSELY SPACED PILASTER/COLUMNS WITH CAP FEATURE.
    - THE FINISHED GRADE OF THE PARKING/DISPLAY AREAS SHALL BE AT OR BELOW THE FINISHED GRADE OF THE KNEE WALL.

REVISED: AUG. 2011

INFORMATION SHOWN ON THIS PLAN IS BASED ON TPT 2011 AMENDED LAND USE PLAN AS PREPARED BY VHB MillerSellen. REVISIONS TO THE 2011 AMENDED LAND USE PLAN INCLUDES THE ADDITION OF COMMERCIAL/OFFICE LANDUSE TO TRACT 2B.

NOTE: THE INFORMATION PROVIDED ON THIS DOCUMENT SHOULD BE TREATED AS CONCEPTUAL ONLY AND MAY BE SUBJECT TO CHANGE BASED ON MORE DETAILED SURVEY, ENVIRONMENTAL AND SPECIFIC BUILDING PRODUCT INFORMATION.

# 2011 - AMENDED LAND USE PLAN

# DARDEN

# PROJECT ABC

SCALE: IN FEET
0 300 600 1200

SHEET: 2


MillerSellen
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
407.839.4006 - FAX 407.839.4008
Certificate of Authorization Number: EB7922


FILE NAME: 62102-ABC-PD-SH2.dwg
FILE PATH: \\Orshsv1\projects\62102.08\Cad\DWG\PLN\PD\
JOB #: 62102.08
DATE: 08.12.2011

# AGENT AUTHORIZATION FORM

ORANGE COUNTY GOVERNMENT FLORIDA

**FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA**

I/WE, (PRINT PROPERTY OWNER NAME) Grand Lakes Property, LLC, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 08-24-29-3049-04-0000, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Michael J. Grindstaff, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Land Use Plan Amendment, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date:_____ See Attached Signature Block

Signature of Property Owner — Print Name Property Owner

Date:_____

Signature of Property Owner — Print Name Property Owner

Date:_____

Signature of Property Owner — Print Name Property Owner

Date:_____

Signature of Property Owner — Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF_____ :

I certify that on _____, before me, _____, an officer duly authorized by the State of Florida and in the county mentioned above, to take acknowledgements, personally appeared _____, to me known to be the person described in this instrument or to have produced _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: _____

| Legal Description(s) or Parcel Identification Number(s) are required: |
|---|
| PARCEL ID #: 08-24-29-3049-04-0000 |
| |
| LEGAL DESCRIPTION: |
| Lot 4, Grande Lakes N.W. Quadrant, according to the Plat thereof, |
| recorded in Plat BOok 63, Page 43, of the public records of |
| Ornage County, Florida |
| |
| |
| |

**GRAND LAKES PROPERTY LLC,** a Delaware limited liability company

By: JM Family Enterprises, Inc., a Delaware corporation, its Managing Member

By: Caren Snead Williams

Name: Caren Snead Williams

Title: Vice President

STATE OF FLORIDA :
COUNTY OF Broward :

I certify that on May 16 2011, before me, Melanie G. Mikaelian an officer duly authorized by the State of Florida and in the county mentioned above, to take acknowledgements, personally appeared Caren Snead Williams as Vice President of JM Family Enterprises, Inc., Managing Member of Grand Lakes Property LLC, to me known to be the person described in this instrument or to have produced _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 14th day of May, in the year 2011.

Melanie G. Mikaelian
Notary Public for the State of Florida

(Notary Seal)

My Commission Expires: 07/07/2013

Notary Public State of Florida
Melanie G Mikaelian
My Commission DD896708
Expires 07/07/2013

# ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This form should be completed in full and filed with all application submittals.**
**This form shall remain cumulative ** File any amendment with the department processing your application.**

**Part I**
**Please complete the following:**
Name and Address of Principal or Principal's Authorized Agent: Michael J. Grindstaff, Shutts & Bowen, LLP

300 S. Orange Avenue - Suite 1000, Orlando, Florida 32801

Name and Address of Lobbyist, consultants, contractors, if any: _____

**Part II**
**Expenditures:**
An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

| Date of Expenditure | Name of Payee | Description of Expenditure | Amount Expended |
|---|---|---|---|
| | NONE | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ 0.00 |
| | | | |

If continued on a separate sheet, please check here _____

**Total Expenditures this Report:** $ 0.00
**Date of this Report:** 6/3/11

**Case #** _____
**(where applicable)**

**Part III**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this project prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 6/3/11

Signature of ☐ ~~Principal~~ or ☒ Principal's Authorized Agent*
***(check appropriate box)***

Michael J. Grindstaff

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that on JUNE 3, 2011, before me, LINDA FOHL, an officer duly authorized by the State of Florida and in the county mentioned above, to take acknowledgements, personally appeared Michael J. Grindstaff, to me known to be the person described in this instrument or to have produced _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3 day of June, in the year 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Linda K. Fohl
Commission # DD776653
Expires: MAY 22, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

(Notary Seal)

Linda K. Fohl
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: _____

**If form is signed by the Principal's Authorized Agent, please attach the completed Agent Authorization form.*

S:\Dcrosby\Forms\Specific Project Expenditure Report\Specific Project Expenditure Form 09 (post BCC 12-16-08)

**Case #** _____
**(where applicable)**

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (Nov. 14, 2008)
**Effective January 1, 2009**

# RELATIONSHIP DISCLOSURE FORM

**For use with development related items except applications in which the County is the principal or primary applicant**

This form shall be submitted to the department processing your application prior to the development-related item being considered for review and/or approval by Orange County.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

**IS THE APPLICANT OR ANY PERSON INVOLVED WITH YOUR PROJECT:**

- **A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?**
- **AN EMPLOYER OF THE MAYOR OR MEMBER OF THE BCC?**

**IS ANY PERSON WITH A BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?**

**Please complete table below:**

| | Applicant/Principal | Developer | Property Owner | Consultants/Attorney |
|---|---|---|---|---|
| | | | | |
| Business Associate | YES(NO) | YES(NO) | YES(NO) | YES(NO) |
| Relative | YES(NO) | YES(NO) | YES(NO) | YES(NO) |
| Employer | YES(NO) | YES(NO) | YES(NO) | YES(NO) |
| Beneficial interest in the outcome | YES/NO | YES/NO | YES/NO | YES/NO |

If you responded yes to any of the above questions, please state with whom and explain the relationship: _____

_____

_____

**Case #** _____
**(where applicable)**

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (Nov. 14, 2008)
**Effective January 1, 2009**

## ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature

Date: 6/3/11

Print Name and Title of Person completing this form: Michael J. Grindstaff

Business Address (Street/P.O. Box, City and Zip Code): Shutts & Bowen, LLP

300 S. Orange Avenue - Suite 1000, Orlando, FL 32801

Business Phone (407) 423-3200

Facsimile (407) 425-8316

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that on JUNE 3, 2011, before me, LINDA FOHL, an officer duly authorized by the State of Florida, and in the county mentioned above, to take acknowledgements, personally appeared Michael J.Grindstaff, to me known to be the person described in this instrument or to have produced _____, as evidence, and who has acknowledged before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3 day of June, in the year 2011.

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires:_____

(Notary Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Linda K. Fohl
Commission # DD776452
Expires: MAY 22, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

**Case #** _____
**(where applicable)**

**ENVIRONMENTAL PROTECTION DIVISION**
**PUBLIC HEARING REPORTS**
**SEPTEMBER 20, 2011**

**CANTERO HOLDING LLC CONSERVATION AREA IMPACT APPLICATION – DISTRICT 1**

The applicant, Cantero Holdings LLC, is requesting an after-the-fact Conservation Area Impact Permit to allow the 1.1 acres of Class I wetlands to remain. The project site is located north of Flemings Road and west of Avalon Road in Horizons West Village I. The Parcel ID number is 20-24-27-0000-00-005. The subject property is located in Orange County Commission District 1.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

September 12, 2011

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

FROM: Lori Cunniff, Manager
Environmental Protection Division L Cunniff

SUBJECT: **CANTERO HOLDINGS LLC AFTER-THE-FACT CONSERVATION AREA IMPACT PERMIT APPLICATION**

**Reason For Public Hearing**

The applicant, Cantero Holdings LLC, is requesting an after-the-fact Conservation Area Impact Permit to allow for 1.1 acres of Class I wetland impacts to remain.

**Location of Property/Legal Description**

The project site is located north of Flemings Road and west of Avalon Road (County Road 545) in Horizons West Village I. The Parcel ID number is 20-24-27-0000-00-005. Attachment A is a location map. The subject property is located in Orange County Commission District 1.

**Public Hearing Notifications**

Notification of the public hearing was sent certified mail to the applicant and agent on September 6, 2011. Notification of adjacent property owners is not required.

**Staff Findings**

Pursuant to Orange County Code, Chapter 15, Article X, Environmental Protection Division (EPD) staff has evaluated the proposed impacts and reviewed the proposed site plan and recommends approval. The application and site plan are included as Attachment B.

In 2007, EPD staff discovered unauthorized Class I wetland impacts on the site. EPD was presented information demonstrating that the owner had valid excavation/fill permits from Orange County Development Engineering until 2004. Therefore, EPD calculated 1.1 acres of after the fact Class I wetland impacts.

The applicant has stated that the operational requirements of the site required the 1.1 acres of impact. The movement, flow and staging of the large equipment as well as the stockpiling of material require large uninterrupted tracts of land.

A total of 4.55 acres of wetlands will remain on site. The applicant proposes to install a fence and signage along the landward side of the wetland. The applicant proposes to offset the 1.1 acres of impact by purchasing 0.62 credits from Reedy Creek Mitigation Bank. The proposed mitigation offsets the wetland impacts.

**Enforcement Action**

There has been enforcement action taken by EPD on the subject property. On April 2, 2007, a Notice of Violation was issued due to unauthorized wetland impacts. A Consent Agreement with Corrective Actions was sent to the respondent. The respondent has paid an administrative penalty of $2,200.00 to the Conservation Trust Fund for the unpermitted impacts to the wetland. Approval of the after-the-fact permit will resolve the enforcement issue.

**Staff Recommendation**

Approval of the after-the-fact Conservation Area Impact Permit Application, subject to the following conditions:

Specific Conditions:

1. This permit shall become final and effective upon expiration of the fifteen (15) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. The wetland impacts have been done in accordance with Exhibit 4 of the plans prepared by VHB MillerSellen, as dated as received by the Environmental Protection Division (EPD) on June 3, 2011. Requests for permit extension must be submitted to the EPD prior to the expiration date.
3. Within thirty day of issuance of this permit, the conservation areas shall be clearly marked with signage that identifies the wetland. These signs shall be installed every 50 feet. The signage language shall be provided to EPD for review and written approval prior to installation and the signs shall be a minimum of 12" x 12" and 24" above grade.
4. Within thirty day of permit issuance EPD shall receive a Certificate of Credit purchase from Reedy Creek Mitigation Bank stating that the transaction regarding the transfer of 0.62 mitigation credit has been completed.
5. In the event that the permittee does not successfully complete the transaction to obtain the requisite 0.62 credit from the Reedy Creek Mitigation Bank, the permittee shall obtain a permit modification from the Environmental Protection Officer to provide alternative mitigation for the wetland impacts prior to the commencement of any construction activities.
6. The permittee shall notify EPD, in writing, within thirty days of any sale, conveyance, or other transfer of ownership or control of the real property subject to this permit. The permittee shall remain liable for all permit conditions and corrective actions that may be required as a result of any permit violations which occur prior to the transfer of the permit by Orange County to a subsequent owner. If applicable, no permit shall be transferred unless and until adequate financial assurance has been provided and approved by Orange County.
7. All excess lumber, scrap wood, trash, garbage, etc shall be removed from the preservation areas and/or surface water(s) immediately.

General Conditions:

8. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

9. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

10. Construction plans shall be submitted to EPD prior to initiating any construction activities for review and approval. The construction plans shall include, but are not limited to, a site plan clearly depicting the location and acreage of the impacts and preservation.

11. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.

12. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.

13. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.

14. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

15. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.

16. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.

17. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.

18. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.

19. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.

20. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.

21. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.

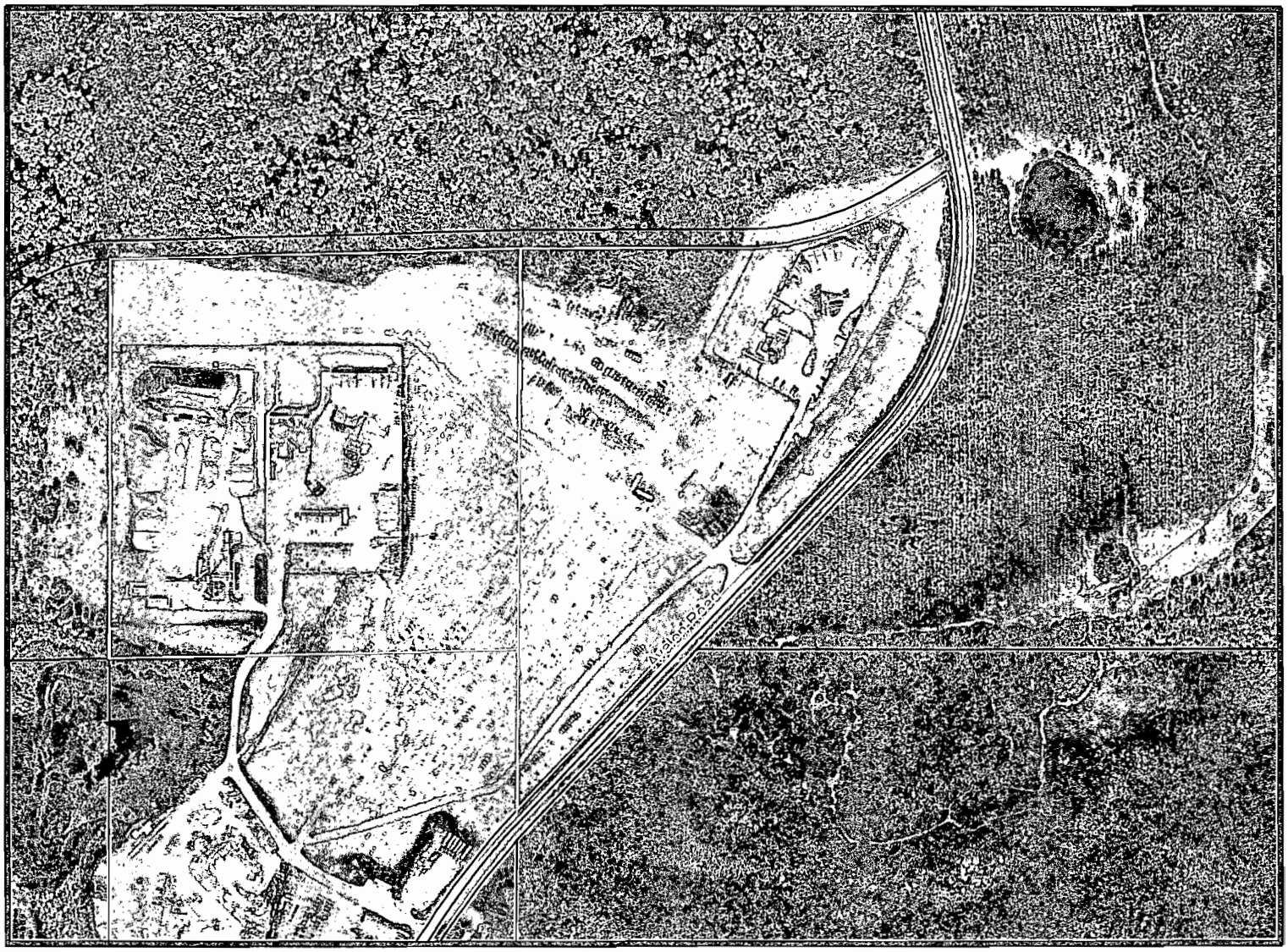
22. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.

**ACTION REQUESTED: APPROVAL OF THE AFTER-THE-FACT PERMIT AS RECOMMENDED BY STAFF.**

CC/NT/ERM/LC:rb

ATTACHMENT A

# After the Fact Conservation Area Impact Permit Request



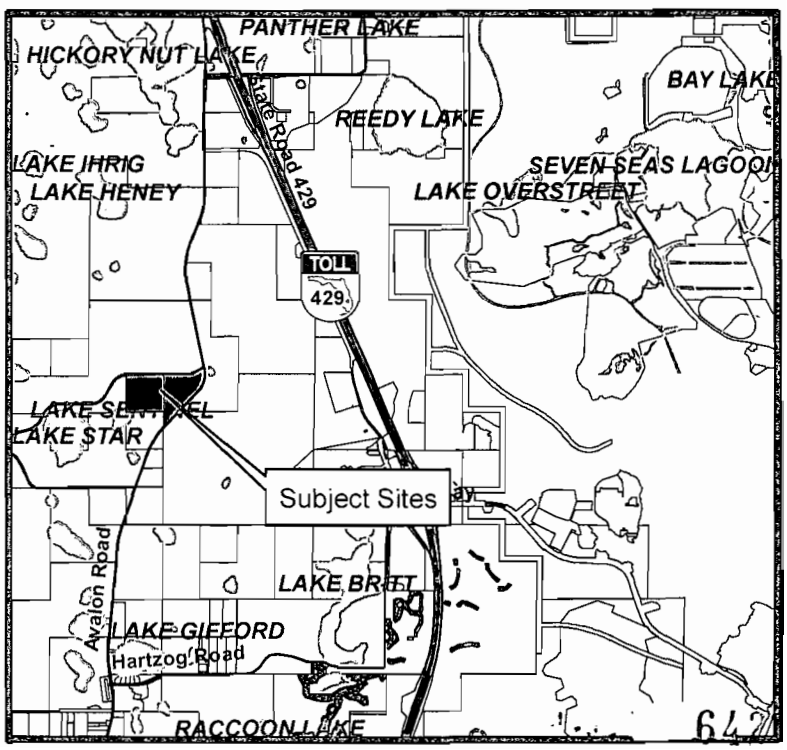

**After the Fact**
**Conservaton Area Impact Permit**

**District 1**

**Applicant:** Cantero Holdings LLC
**Parcel IDs:** 19-24-27-0000-00-009
20-24-27-0000-00-005

**Project Site**

**Property Location** ●



ATTACHMENT B

CC 1395 $1,236

Rct# 1771

Environmental Protection Division

# APPLICATION FOR CONSERVATION AREA IMPACT PERMIT

**Mail/Deliver To:** Orange County Environmental Protection Division
800 Mercy Drive, Suite 4, Orlando, Fl 32808

RECEIVED
O.C. ENVIRONMENTAL PROTECTION DIVISION
2011 JUN -3 PM 12:31

**PROCESSING FEES:**

- ☐ $540.00 - Single Family
- ☒ $1,236.00 - Non Single Family < 10 acres of impact
- ☐ $1,957.00 - Non Single Family 10 – 50 acres of impact
- ☐ $4,326.00 - Non Single > 50 acres of impact
- ☐ $397.00 - Variance or Appeal

Make Checks Payable to the Board of County Commissioners

**OWNER(S) OF THE LAND**

Name: Carlos Cantero

Title and Company: Owner, Cantero Holdings, LLC

Address: 7252 Lake Willis Dr.

City: Orlando State: FL Zip: 32821

Telephone and Fax: Ph: 407-239-4565 Email:

**ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)**

Name:

Title and Company:

Address:

City: State: Zip:

Telephone and Fax: Email:

**AGENT AUTHORIZED TO SECURE PERMIT**

Name: Jose Cantero

Title and Company: Authorized Representative, Cantero Holdings, LLC

Address: 7252 Lake Willis Dr.

City: Orlando State: FL Zip: 32821

Telephone and Fax: Ph: 407-239-4565 Email: canteroholdings@aol.com

**CONSULTANT (IF DIFFERENT FROM AGENT)**

Name: Darla Miller

Title and Company: Environmental Services Director, VHB MillerSellen, Inc.

Address: 225 E. Robinson Street, Suite 300

City: Orlando State: FL Zip: 32801

Telephone and Fax: Ph: 407-839-4006 Email: dmiller@vhb.com

**SUBMITTAL REQUIREMENTS:**

- ☐ A copy of the Conservation Area Determination issued by Orange County.
- ☐ A recent aerial photograph (no photocopies please) of the project site.
- ☐ A table that identifies the acreage of all Conservation Area(s) onsite. The table should also include information on any proposed impacts.
- ☐ A mitigation plan that adequately offsets impacts to conservation areas (provide Submittal Requirements Supporting impact and mitigation assessments as required by 62-345.400-.600, F.A.C.).
- ☐ Site Plan.
- ☐ Parcel identification data for all parcels in project (This may be obtained by visiting www.ocpafl.org ).

Note: Staff may request additional information in accordance with

**As of January 1, 2009, the following forms are required with all permit application submittals:**

- **AGENT AUTHORIZATION FORM**
- **RELATIONSHIP DISCLOSURE FORM-DEVELOPMENT RELATED**
- **SPECIFIC EXPENDITURE REPORT FORM**

**SECTION 2**

By signing this application form, I am applying or I am applying on behalf of the property owner, for a Conservation Area Impact permit on the subject property. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application for a Conservation Area Impact Permit, and that any work prior to approval of a permit is a violation of Orange County code. I understand that this application and determination issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state or local permit prior to construction. I understand that any false statement or representation in this application will nullify the permit and understand that a new application with appropriate filing fee will be necessary.

Jose Cantero
Typed/Printed Name of Owner (If no agent is used) or Agent (If one is authorized below)

Signature of Owner/Agent — 5-16-11 Date

Authorized Representative
(Corporate Title if applicable)

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:
I am either the property owner described in this application or I have the legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by personnel from Orange County necessary for the review and inspection of the proposed project specified in this application. I authorize the personnel to enter as many times as may be necessary to make such review and inspection.

Jose Cantero — Signature — 5-16-11
Typed/Printed Owner name (or legal authority) Date

Authorized Representative
(Corporate Title if applicable)

**Please note: All original signatures required, no photocopies accepted.**

# AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) Carlos Cantero, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, (See Below), DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Jose Cantero, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, CAIP Application, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 5-16-11 Signature of Property Owner — Carlos Cantero, Print Name Property Owner

Date: _____ Signature of Property Owner — Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF ORANGE :

I certify that the foregoing instrument was acknowledged before me this 16th day of MAY, 2011 by CARLOS CANTERO. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16th day of MAY, in the year 2011.

(Notary Seal) OLGA M. SILVA MY COMMISSION # DD 998856 EXPIRES: October 4, 2014 Bonded Thru Notary Public Underwriters

Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: 10.04.2014

| Legal Description(s) or Parcel Identification Number(s) are required: |
|---|
| PARCEL ID #: 19-24-27-0000-00-008 |
| 19-24-27-0000-00-009 |
| 19-24-27-0000-00-016 |
| 20-24-27-0000-00-005 |
| LEGAL DESCRIPTION: |
| |
| |
| |
| |



645

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Initially submitted on 6/3/11
Updated on _____
Project Name (as filed) _____
Case Number _____

## RELATIONSHIP DISCLOSURE FORM
## FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

For staff use only

**Part I**

**INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:**

Name: Carlos Cantero

Business Address (Street/P.O. Box, City and Zip Code): 7252 Lake Willis Dr., Orlando, FL 32821

Business Phone (407) 239-4565

Facsimile ( )

**INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:**

Name:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone ( )

Facsimile ( )

**INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:**
**(Agent Authorization Form also required to be attached)**

Name: Jose Cantero

Business Address (Street/P.O. Box, City and Zip Code): 7252 Lake Willis Dr., Orlando, FL 32821

Business Phone (407) 239-4565

Facsimile ( )

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

____ YES ✓ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

____ YES ✓ NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC? (When responding to this question please consider all consultants, attorneys, contractors/subcontractors and any other persons who may have been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with obtaining approval of this item.)**

____ YES ✓ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

_____

_____

_____

_____

_____

_____

(Use additional sheets of paper if necessary)

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ Date: 5-13-11

Signature of ⌂Owner, ⌂Contract Purchaser or ⊠Authorized Agent

Print Name and Title of Person completing this form:
Jose Cantero

STATE OF FLORIDA
COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 13 day of MAY, 2011 by Jose Cantero. He/she is personally known to me or has produced DL as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 13 day of MAY, in the year 2011.

_____

(Notary Seal)

Florida

Notary Public State of Florida
Todd Houke
My Commission DD969534
Expires 03/09/2014

Signature of Notary Public
Notary Public for the State of

My Commission Expires:
3/9/14

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form:** X
**This is a Subsequent Form:** _____

For staff use only

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
Carlos Cantero - 7252 Lake Willis Dr., Orlando, FL 32821

Name and Address of Principal's Authorized Agent, if applicable: _____
Jose Cantero - 7252 Lake Willis Dr., Orlando, FL 32821

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: VHB MillerSellen, Inc. 225 E Robinson Street, Orlando, FL 32801
   Are they registered Lobbyist? Yes X or No___
2. Name and address of individual or business entity: Lowndes Drosdick Doster Kantor & Reed, PA 215 North Eola Drive Orlando, FL 32801
   Are they registered Lobbyist? Yes X or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No___

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTAL EXPENDED THIS REPORT** | $ 0 |

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 5-13-11

Signature of ☐ Principal or ☒ Principal's Authorized Agent
***(check appropriate box)***
**PRINT NAME AND TITLE:** Jose Cantero
Authorized Representative

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 13 day of May, 20 11 by DL. He/she is personally known to me or has produced Jose Cantero as identification and did/did not take an oath.

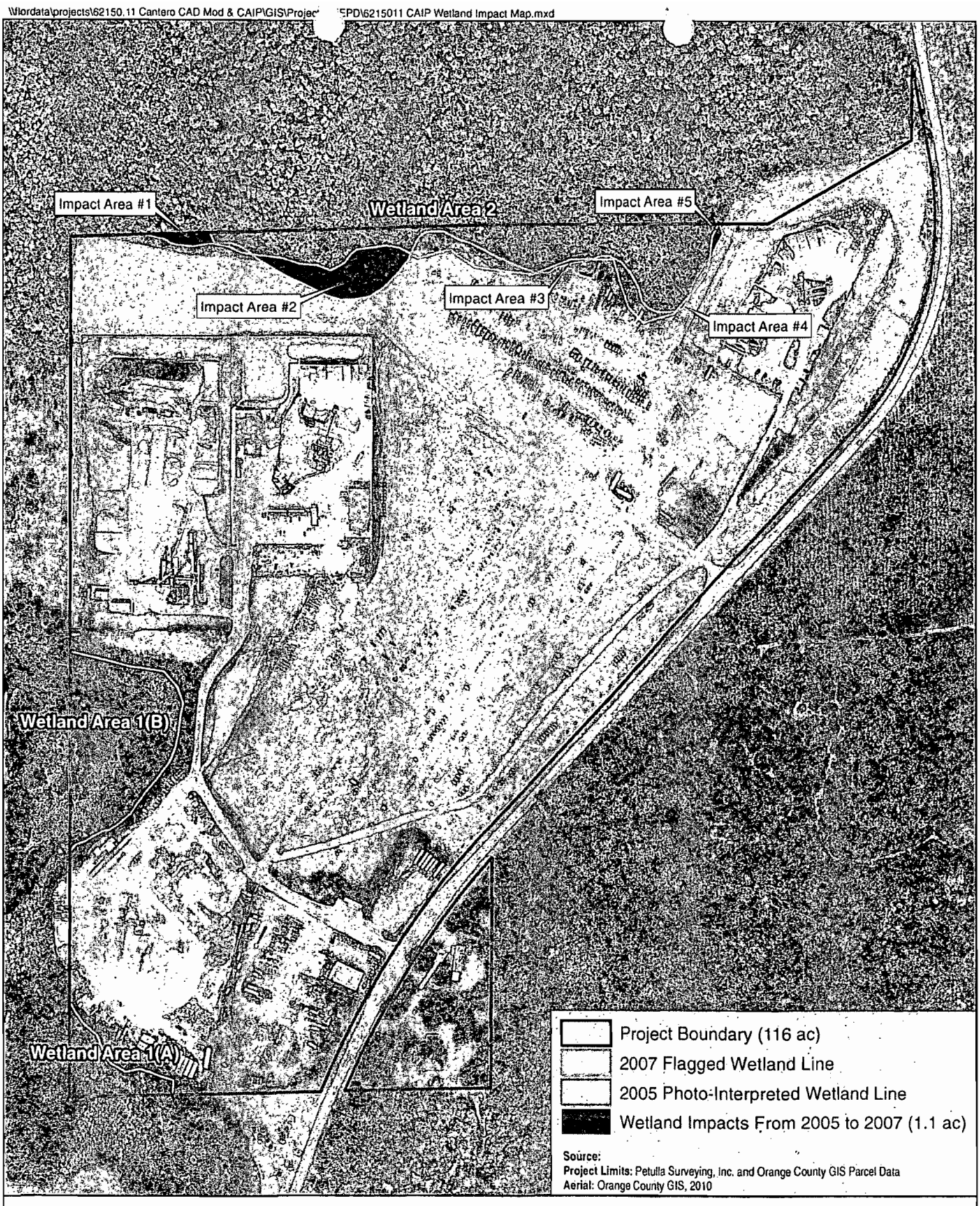
Witness my hand and official seal in the county and state stated above on the 13 day of May, in the year 2011

(Notary Seal)

Notary Public State of Florida
Todd Houke
My Commission DD969534
Expires 03/09/2014

Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 3/9/14

Staff signature and date of receipt of form
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.




VHB MillerSellen

225 East Robinson Street, Suite 300
Orlando, Florida 32801 | 407.839.4006

Cantero Property

Wetland Impact Map

May 2011

Exhibit 4

N

0 200 400 Feet

**ENVIRONMENTAL PROTECTION DIVISION**
**PUBLIC HEARING REPORTS**
**SEPTEMBER 20, 2011**

## GARY TURCHIN SHORELINE ALTERATION/DREDGE AND FILL PERMIT APPLICATION - DISTRICT 1

The applicant, Gary Turchin, is requesting a Shoreline Alteration/Dredge and Fill Permit to install riprap along an existing seawall. The subject property is located at 9908 Lone Tree Lane, Orlando, Florida 32836 in Section 32, Township 23 South, Range 28 East, on Lake Sheen. The property is located within the Cypress Shores Subdivision. The Parcel ID Number is 32-23-28-1874-00-160. The subject property is located in Orange County Commission District 1.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

September 12, 2011

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

FROM: Lori Cunniff, Manager
Environmental Protection Division

SUBJECT: **GARY TURCHIN SHORELINE ALTERATION/DREDGE AND FILL PERMIT APPLICATION**

**Reason For Public Hearing**

The applicant, Gary Turchin, requests a Shoreline Alteration/Dredge and Fill Permit to install riprap along an existing seawall on his property.

**Location of Property/Legal Description**

The subject property is located at 9908 Lone Tree Lane, Orlando, Florida, in Section 32, Township 23 South, Range 28 East, on Lake Sheen. The property is located within the Cypress Shores Subdivision. The Parcel ID Number is 32-23-28-1874-00-160. Attachment A is a location map. The subject property is located in Orange County Commission District 1.

**Public Hearing Notifications**

Notification of the public hearing was sent out certified mail on September 6, 2011, to the property owners within 500 feet of the project site.

**Staff Findings**

Pursuant to Orange County Code, Chapter 33, Article IV, Windermere Water and Navigation Control District; Section 33-129(d), Environmental Protection Division (EPD) staff has evaluated the proposed Shoreline Alteration application and required documents, which are included as Attachment B. On June 30, 2011, EPD received an application to install riprap along the eastern portion of an existing seawall. The western portion of the wall already has riprap.

**Enforcement Action**

No enforcement activities have been documented on the subject property.

**Staff Recommendation**

Approval of the Shoreline Alteration/Dredge and Fill Permit Application, subject to the following conditions:

Specific Conditions:

1. Construction activities shall be completed in accordance with the "Site Plan" submitted by Gary Turchin, dated as received on August 19, 2011 by the Environmental Protection Division (EPD). The permitted work must be commenced within six months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within 6 months or completed within a year this permit is void.

2. This permit also authorizes the construction of an existing 70-foot retaining wall and riprap as depicted on the "Site Plan" dated as received by EPD on August 19, 2011.

3. The permittee may maintain a clear access corridor below the Normal High Water Elevation (NHWE), not to exceed 30 feet in width, of sufficient length waterward from the shoreline, to allow access to open water. The existing boat dock must be located within this corridor.

4. Native vegetation, including but not limited to, pickerelweed, duck potato and water lilies, may not be removed from the shoreline outside of the specified access corridor, specific to project.

5. The material used as fill shall be clean material and shall not contaminated with vegetation, hazardous, toxic waste or other materials that are not suitable within waters of the State.

6. A copy of this permit, along with EPD stamped, approved drawings should be taken to the Zoning Division for approval in order to obtain a building permit.

7. A certified site plan will be required to obtain a building permit. For further information, please contact the Zoning Division at (407) 836-5525 or the Division of Building Safety at (407) 836-5550.

8. Prior to any filling within the 100-year flood zone a Flood Plain Permit must be obtained from the Orange County Stormwater Management authorizing the fill.

9. Any future requests for permit time extensions may be approved by way of the Consent Agenda, if there are no changes.

10. Effective Date. If no objections have been filed with the Environmental Protection Officer, this permit shall be final and effective as of the date of issuance. If a written objection has been received, this permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.

General Conditions:

11. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit.

12. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

13. At least 48-hours prior to commencement of activity authorized by this permit, the permittee shall submit to EPD, a "Construction Notice" (form CN-001-04) indicating the actual start date and expected completion date.

14. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

15. The permittee must require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee must require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit must be available upon request by Orange County staff.

16. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure from the affected owner or to remove the interference or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate termination.

17. This permit does not release the permittee from complying with all other Federal, State, and Local rules and regulations. If these permit conditions conflict with those of any other regulatory agency the permittee must comply with the most stringent conditions.

18. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.

19. EPD must have final construction plan approval to ensure that no modification has been made during the construction plan process.

20. The permittee shall immediately notify EPD, in writing, of any previously submitted information that is later discovered to be inaccurate.

21. The permittee shall notify EPD, in writing, within thirty days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. The permittee shall remain liable for any corrective actions that may be required as a result of any permit violations until the permit is legally transferred.

22. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.

23. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.

24. No failure or successive failures, on the part of EPD to enforce any portion of this permit shall impair the right of EPD to enforce the same in the event of subsequent breach.

25. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit may be required to be paid by the permittee. The Environmental Protection Officer shall make this determination.

26. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.

27. Turbidity and sediments must be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.

28. The existing ambient water quality within Outstanding Florida Waters shall not be lowered as a result of the proposed activity, except as authorized by the Florida Department of Environmental Protection under Rule 62-4.242(2) FAC.

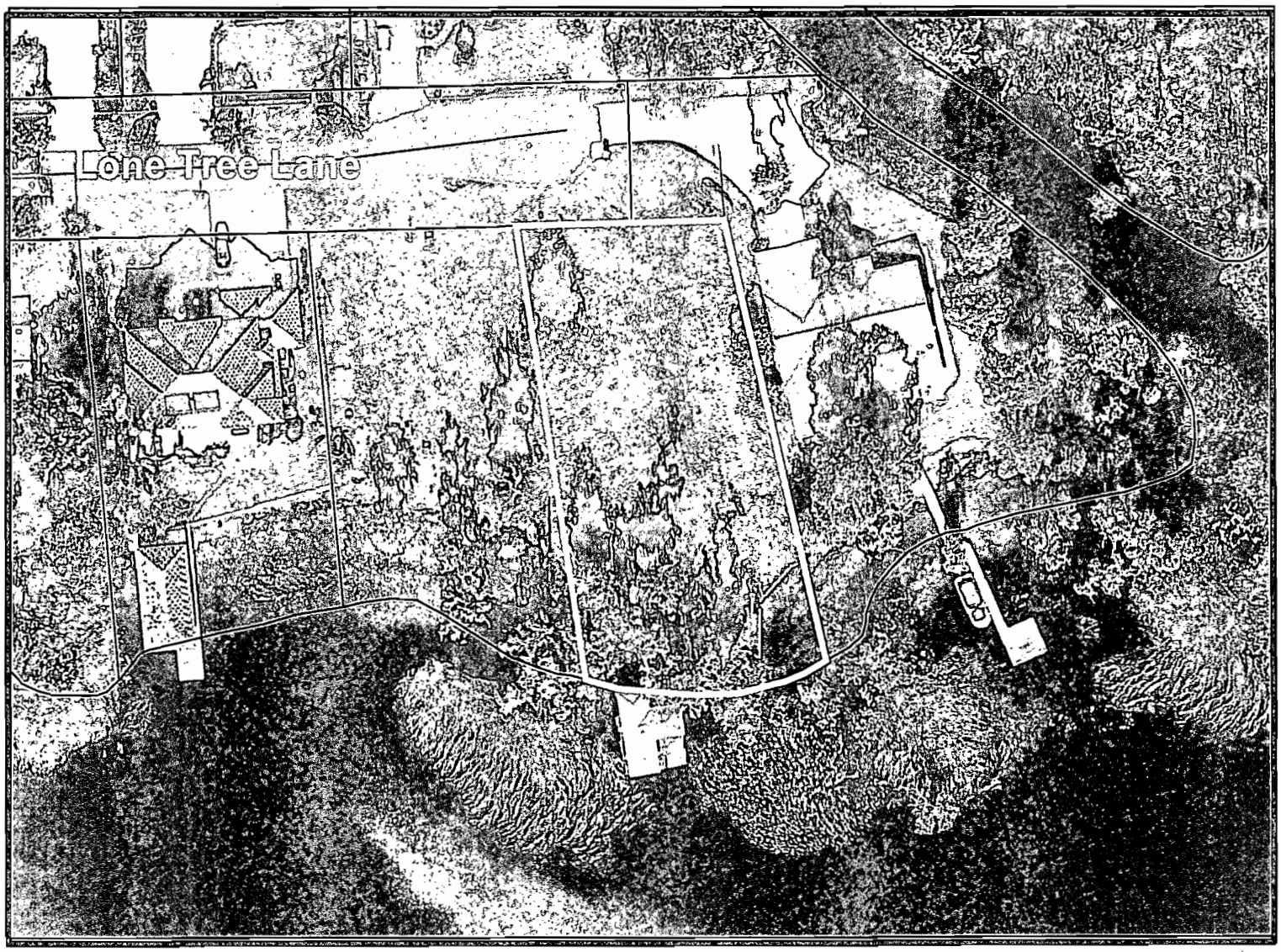
29. Any un-permitted impacts to wetlands and/or littoral zone as a result of the permitted activity shall result in the permittee restoring the impact to the satisfaction of EPD.

**ACTION REQUESTED: APPROVAL OF THE PERMIT AS RECOMMENDED BY STAFF.**

KTH/NT/ERD/LC:rb

ATTACHMENT A

# Shoreline Alteration Permit Request

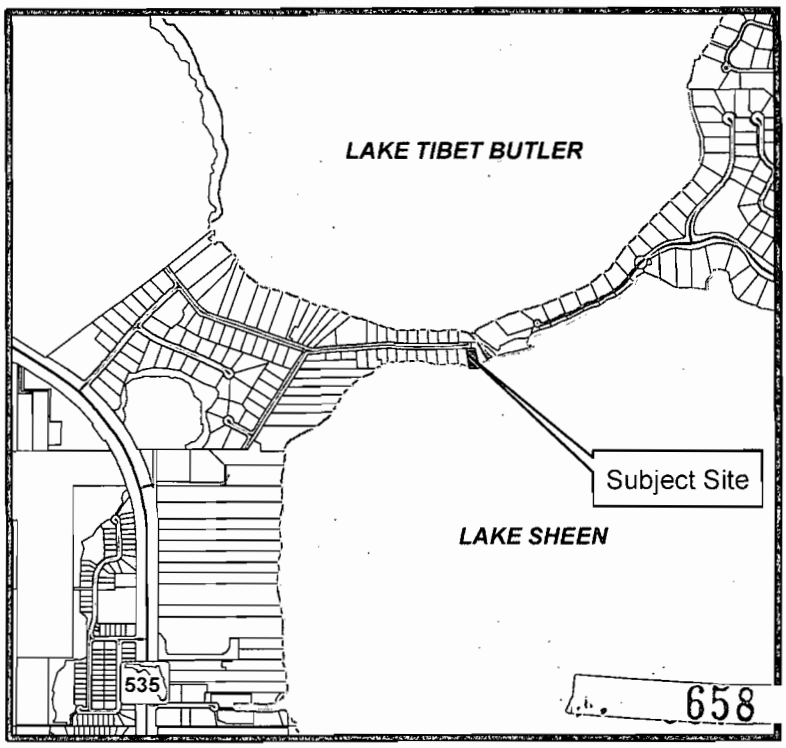



**Shoreline Alteration Permit Request**
District #1

**Applicant:** Gary Turchin
**Parcel IDs:** 32-23-28-1874-00-160

**Project Site**

**Property Location**



ATTACHMENT B

CK # 8899

Date: 6-30-11 Rec #: 1792

Environmental Protection Division

# SHORELINE ALTERATION/DREDGE AND FILL PERMIT APPLICATION

(In Accordance with Orange County Code, Chapter 15, Article VI, and Chapter 33, Articles II and IV,)

**Send or Deliver To:** Orange County Environmental Protection Division
800 Mercy Drive
Orlando, Fl 32808
(407) 836-1400, Fax (407) 836-1499

****Enclose a check for the filing and advertising fee of $177.00 payable to *The Board of County Commissioners*****

****Process Fee for Appeals and Variances - $397.00****

**SECTION I**

**OWNER(S) OF THE LAND**
Name: Mr. + Mrs. Gary Turchin
Title and Company:
Address: 9908 Lonetree Lane
City: Orlando State: FL Zip: 32836
Telephone and Fax: 407-694-5141 Email: —

**ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)**
Name:
Title and Company: NA
Address:
City: State: Zip:
Telephone and Fax: Email:

**AGENT/CONSULTANT AUTHORIZED TO SECURE PERMIT**
Name:
Title and Company: NA
Address:
City: State: Zip:
Telephone and Fax: Email:

**CONTRACTOR (IF DIFFERENT FROM AGENT)**
Name: ~~NA~~ NA
Title and Company:
Address:
City: State: Zip:
Telephone and Fax: Email:

RECEIVED
O.C. ENVIRONMENTAL PROTECTION DIVISION
2011 JUN 30 AM 11:34

**SECTION 2 - GENERAL INFORMATION:**

LOCATION OF PROPERTY

Street Address: 9908 Lonetree Lane Orlando FL 32836

Tax Parcel ID (s) 32-23-28-1874-00-160

**LEGAL DESCRIPTION**

Lot 16 CYPRESS STORES 1st Addition T/56

Name of water body: Lake Sheen Normal High Water Elevation (NHWE): 99.5 msl

Description of Work (This should include mitigation, including re-vegetation):

Install Rip-Rap in front of existing wall

Justification for the alteration: Keep WALL FROM WASHING OUT

**REQUIRED ATTACHMENT(S):**

- ☐ **Three (3) copies of the Shoreline Alteration Plans that include the following:**
  (A Professional Engineer must prepare and sign the plans)
  - o The current and Normal High Water Elevations (NHWE).
  - o Lake name.
  - o A north arrow.
  - o Bottom elevations or water depths.
  - o The dimensions of the property (including total linear feet of shoreline at the NHWE).
  - o Existing structures and proposed alteration areas with dimensions in feet or square feet.
  - o The location of the requested work with respect to the upland owner's property and adjacent properties.
  - o The owner's name and site address must be on each page of the plans.
  - o A description of sedimentation and erosion control measures used during construction.
- ☐ **A property survey or have the alteration areas drawn to scale on a survey.**
- ☐ **A description of vegetation types identified proposed for alteration.**
- ☐ **Complete mailing address of all property owners within 500 feet of the project so that Orange County may notify them of the Public Hearing.**

**As of January 1, 2009, the attached disclosure forms are required with all permit application submittals. The forms listed below must be completed and notarized.**

- ☐ **AGENT AUTHORIZATION FORM**
- ☐ **RELATIONSHIP DISCLOSURE FORM-DEVELOPMENT RELATED**
- ☐ **SPECIFIC EXPENDITURE REPORT FORM**

**PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:**

I either own the property described in this application or I have legal authority to allow access to the property and I consent to any site visit on the property by agents or personnel from Orange County, Florida necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

GARY TURCHIN — 6·30·11

Typed/Printed Name — Signature — Date

Corporate Title (if applicable)

By signing and submitting this application form, I am applying for the permit identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true, complete, and accurate. I understand this is an application and not a permit, and that work conducted prior to approval is a violation. I understand that this application and any permit issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I understand that Orange County will make no representation as to the proposed dock's impact on navigability or safety. For that reason, I understand that it may be advisable for me to consult with an expert in navigability and safety issues. I agree, or I agree on behalf of my corporation, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity; I understand that knowingly making any false statements or representation in this application is a violation of Section 15-225, Orange County Code.

Gary Turchin

Typed/Printed Name of Applicant

6·30·11

Signature of Applicant/Agent — Date

Corporate Title (if applicable)

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____
Project Name (as filed) _____
Case or Bid No. _____

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form:_____**
**This is a Subsequent Form:_____**

**Part I**
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):
Gary Tunkin 9908 Cone tree Lane Ovl. FL. 32836

Name and Address of Principal's Authorized Agent, if applicable: N/A

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No ✓
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No ✓
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No ✓
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No ✓
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No ✓
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No ✓
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No ✓
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes __ or No ✓

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____
Project Name (as filed) _____
Case or Bid No. _____

**Part II**
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|---|---|---|---|
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| | | | |
| | | TOTAL EXPENDED THIS REPORT | $ |

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

*For Staff Use Only:*
Initially submitted on_____
Updated On _____
Project Name (as filed) _____
Case or Bid No. _____

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 6·30·11

_____
Signature of ☐ Principal or ☐ Principal's Authorized Agent
*(check appropriate box)*
**PRINT NAME AND TITLE:** Gary Turchin

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 30th day of June, 2011 by Gary Turchin. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 30th day of June, in the year 2011.

CATHERINE N. TEGELER
Notary Public, State of Florida
Commission No. DD889371
My Commission Expires 5/27/2013

_____
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 5/27/13

Staff signature and date of receipt of form
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

S:dcrosby\ ethics pkg – final forms and ords\2010 workgroup\specific project expenditure form 3-1-11

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Initially submitted on _____
Updated on _____
Project Name (as filed) _____
Case Number _____

## RELATIONSHIP DISCLOSURE FORM
## FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:**

Name: Mr. & Mrs. Gary Turchin

Business Address (Street/P.O. Box, City and Zip Code): 9408 Lonetree Lane Windermere FL 34786

Business Phone ( 407 ) 694-5141

Facsimile ( ) _____

**INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:** NA

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

_____

Business Phone ( ) _____

Facsimile ( ) _____

**INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:** NA
**(Agent Authorization Form also required to be attached)**

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

_____

Business Phone ( ) _____

Facsimile ( ) _____

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Initially submitted on _____
Updated on _____
Project Name (as filed) _____
Case Number _____

**Part II**

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ **YES** ✓ **NO**

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

___ **YES** ✓ **NO**

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC? (When responding to this question please consider all consultants, attorneys, contractors/subcontractors and any other persons who may have been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with obtaining approval of this item.)**

___ **YES** ✓ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

_____

_____

_____

_____

_____

_____

(Use additional sheets of paper if necessary)

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)
**For use after March 1, 2011**

*For Staff Use Only:*
Initially submitted on _____
Updated on _____
Project Name (as filed) _____
Case Number _____

**Part III**
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ Date: 6-30-11
Signature of ☐Owner, ☐Contract Purchaser or ☐Authorized Agent

Print Name and Title of Person completing this form: Gary Turchin

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before ~~me this~~ 30th day of June, 2011 by Gary Turchin. He/she ~~is~~ personally known to me or has produced _____ as identification and ~~did/did not take an~~ oath.

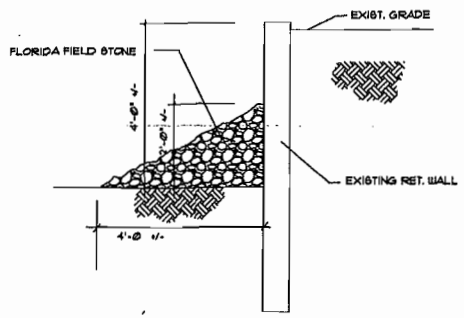
Witness my hand and official seal in the county and state stated above on the 30th day of June, in the year 2011.

_____
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires:
5/27/13

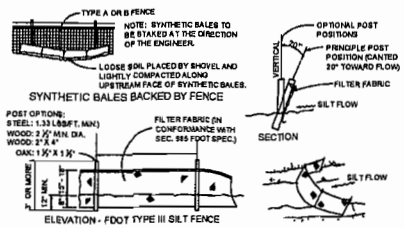
CATHERINE N. TEGELER
Notary Public, State of Florida
Commission No. DD889371
My Commission Expires 5/27/2013

Staff signature and date of receipt of form

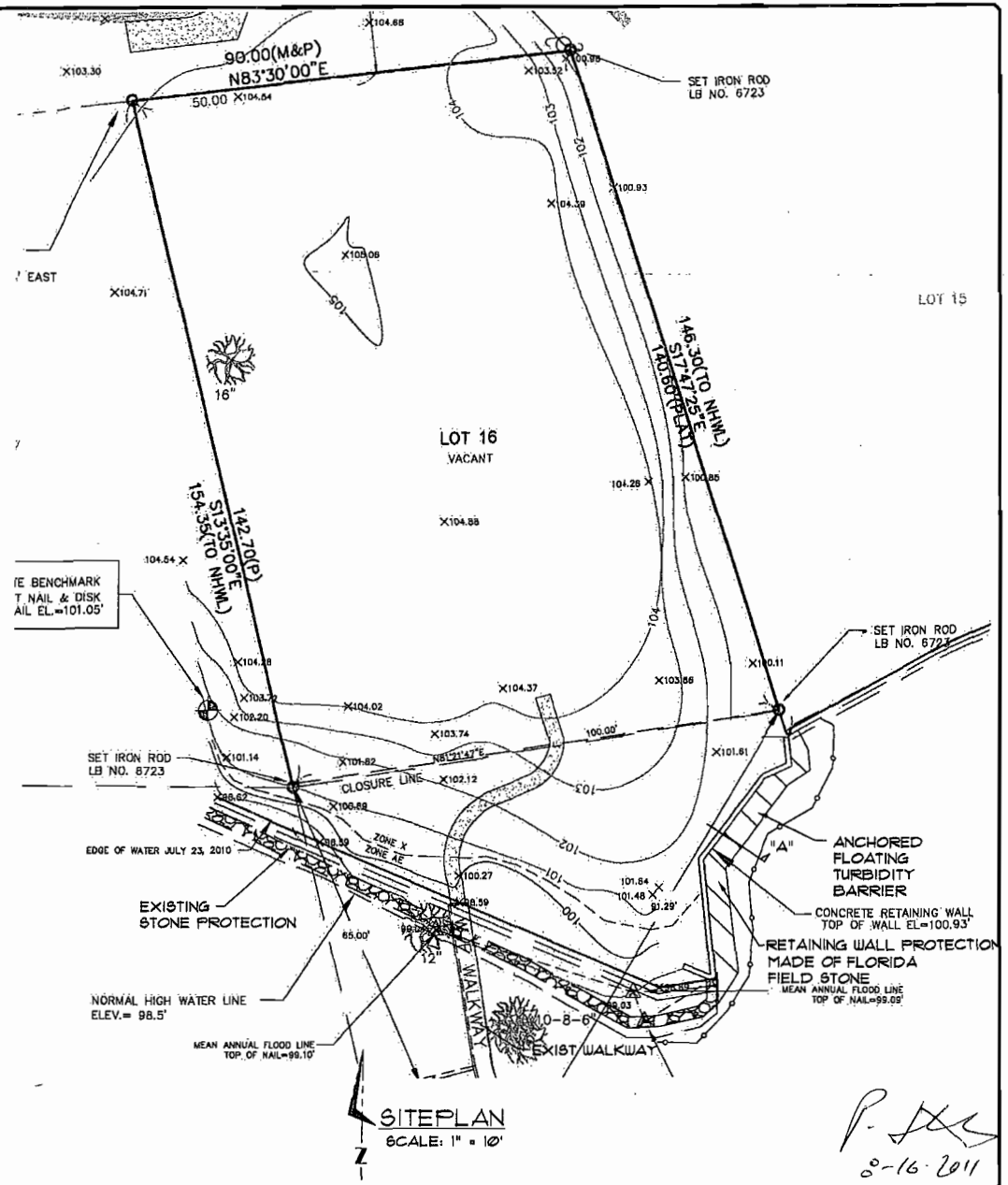
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein




SECTION "A"
SCALE: 1"=1'-0"




EROSION CONTROL DETAILS
N.T.S.




SITEPLAN
SCALE: 1" = 10'

2-16-2011

| REVISIONS | DATE |
|---|---|
| EPD COMPL | 6/3/11 |


SEG Pavol Stankay FL. P.E.: 29059
Stankay Engineering Group
3425 MAGGIE BLVD.
Orlando, FL 32811
(407) 240-4402


LOT 16
CYPRESS SHORES
- SEA WALL IMPROVEMENT -
WINDERMERE, FL

ISSUED FOR:
- [ ] PRELIM.
- [ ] PROGRESS
- [ ] BIDDING
- [ ] PERMIT
- [x] CONSTRUCTION 6/23/11

DRAWN
DHS
CHECKED
PS
SCALE
AS SHOWN
JOB NO.
SHEET
C1