



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

TUESDAY, OCTOBER 4, 2016

MEETING STARTS AT 9:00 a.m.

- Invocation – Mayor
- Pledge of Allegiance
- Public Comment*

I. CONSENT AGENDA

A. COUNTY COMPTROLLER

1. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. **(Finance/Accounting) Page 15**
2. Approval to dispose of records held by the Comptroller in accordance with record retention schedules (GS1-SL and GS 11) as approved by the State of Florida, Bureau of Archives and Records Management. **(Property Accounting) Page 15**

B. COUNTY ADMINISTRATOR

1. Approval and execution of A Resolution of the Board of County Commissioners of Orange County, Florida, approving the issuance by the Orange County Health Facilities Authority of its Revenue Refunding Bonds (Orlando Senior Health Network Project), Series 2016, in an aggregate principal amount not to exceed \$21,000,000; and providing an effective date. **(Health Facilities Authority) Page 16-17**
2. Approval of a 3.5% Fiscal Year 2015-16 salary increase to employee ID#'s 112018, 112123, and 122635, retroactive to October 11, 2015. **(Human Resources Division) Page 18**

CONTINUED

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

TUESDAY, OCTOBER 4, 2016

I. CONSENT AGENDA (Continued)

B. COUNTY ADMINISTRATOR (Continued)

3. Confirmation of the County Mayor's staff reappointments for the 4th Quarter FY 2015-2016. **(Human Resources Division) Page 19-21**
Carol A. Burkett, Director, Office Drug Free Community, Health Services
Loretta E. Cuniff, Deputy Director, Community, Environmental and Development Services
Sheena D. Ferguson, Manager, Business Development, Administrative Services
Paulette V. Julien, Deputy Chief, Corrections
Troy E. Layton, Manager, Utilities Field Services, Utilities
Bryan D. Lucas, Manager, Fleet Management, Administrative Services
Alex J. Morales, Manager, Fiscal & Operational Support, Fire Rescue
Yulita M. Osuba, Deputy Director, Convention Center
John L. Petrelli, Jr., Director, Risk Management & Professional Standards, Office of Accountability
Ruby D. Rozier, Manager, Traffic Engineering, Public Works
Richard F. Steiger Jr., Manager, Facilities Management, Administrative Services
Kimberly B. Stewart-Horan, Division Chief Communications, Fire Rescue
Michael J. Wajada, Division Chief, Fire Rescue
4. Approval and execution of A Resolution of the Board of County Commissioners of Orange County, Florida approving for the purposes of Section 147 (f) of the Internal Revenue Code of 1986, as amended, the issuance of Orange County Industrial Development Authority Revenue Note (Hope Charter School and Legacy High School Project), Series 2016, in an aggregate principal amount not to exceed \$6,000,000.00; and providing for an effective date. **(Industrial Development Authority) Page 22-24**
5. Approval to disburse payment for the Florida Association of Counties (FAC) membership fee totaling \$118,234 as provided in the FY 2016-17 adopted budget. **(Office of Management and Budget) Page 25-26**
6. Approval to disburse payment for the East Central Florida Regional Planning Council (ECFRPC) annual assessment totaling \$209,068 as provided in the FY 2016-17 adopted budget. **(Office of Management and Budget) Page 27-28**
7. Approval of budget amendments #16-60 and #16-61. **(Office of Management and Budget) Page 29-31**
8. Approval of budget transfers #16-000001446 and #16-000001462. **(Office of Management and Budget) Page 32-34**
9. Approval of CIP amendments #17C-001, #17C-002, #17C-003, #17C-004, #17C-005, #17C-006, and #17C-007. **(Office of Management and Budget) Page 35-42**

CONTINUED

TUESDAY, OCTOBER 4, 2016

I. CONSENT AGENDA (Continued)

C. COUNTY ATTORNEY

1. Approval and execution of the proposed Settlement Agreement and Release in the case of *Dorothy J. Copeland Howard v. Orange County*, Case No.: 2014-CA-8704-O. **Page 43**

D. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y16-1082-MR, Tree Trimming and Related Services – Roads and Drainage Division, to the two low responsive and responsible bidders, The Davey Tree Expert Company, in the estimated contract award amount of \$1,567,540.71 and Blades of Green, Inc., in the estimated contract award amount of \$1,862,720. The total estimated annual contract amount is \$3,430,260.71. ([Public Works Department Roads and Drainage Division] **Procurement Division**) **Page 44-46**
2. Approval to award Invitation for Bids Y16-1110-MG, OEM Replacement Parts for Automotive and Light Trucks-Term Contract, to the low responsive and responsible bidder per item, Don Mealey Automotive, LLC for Item 1, in the estimated contract award amount of \$148,400 and Rush Truck Center of Florida, Inc. for Item 3, in the estimated contract award amount of \$184,500 for 1-year term contracts. ([Administrative Services Department Fleet Management Division] **Procurement Division**) **Page 47-49**
3. Approval to award Invitation for Bids Y16-7006-EB, Bonnie Brook Pump Station Outfall Erosion Control Project, to the low responsive and responsible bidder, Condor Construction Corporation. The total contract award amount is \$377,125. ([Public Works Department Highway Construction Division] **Procurement Division**) **Page 50-52**
4. Approval to award Invitation for Bids Y16-7007-RM, Orange County Convention Center Valencia & Chapin Theater Dressing Rooms Renovations, to the low responsive and responsible bidder, S.A. Casey Construction, Inc. The total contract award amount is \$914,084.04. ([Convention Center Capital Planning Division] **Procurement Division**) **Page 53-56**
5. Approval to award Invitation for Bids Y17-702-CC, Regional History Center Chiller & Computer Room Air Conditioning Unit Replacement, to the low responsive and responsible bidder, Starr Mechanical, Inc. The total contract award amount is \$496,250. ([Administrative Services Department Capital Projects Division] **Procurement Division**) **Page 57-60**

CONTINUED

TUESDAY, OCTOBER 4, 2016

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

6. Approval and execution of Corrective Special Warranty Deed and Disclaimer from South Orange Properties, Inc. to Orange County and authorization to record instrument for Wetherbee Road – Phase II (Landstar Blvd to Harness Track Property). District 4. **(Real Estate Management Division) Page 61-62**
7. Approval and execution of Utility Easement between the School Board of Orange County, Florida and Orange County and authorization to record instrument for Waterford ES OCU File No. 74646. District 4. **(Real Estate Management Division) Page 63-64**
8. Approval and execution of Distribution Easement between Orange County and Duke Energy Florida, LLC, d/b/a Duke Energy and authorization to record instrument for Young Pine Community Park. District 4. **(Real Estate Management Division) Page 65-66**
9. Approval of Donation Agreement and Roadway Easement between E.C. Parkway Developments, LLC and Orange County and authorization to disburse funds to pay all recording fees and record instrument for Palm Parkway at Lake Street Intersection Improvements (Destination Parkway to Sand Lake Road). District 1. **(Real Estate Management Division) Page 67-68**
10. Approval of Contract for Sale and Purchase subject to an appraisal that supports the purchase price and Warranty Deed between Allen Real Estate Holdings, LLC and Orange County, authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing for 2-Gen Center District 3 (Invest). District 3. **(Real Estate Management Division) Page 69-70**
11. Approval of Conservation Easement between Waterford Trails Partnership, LLP and Orange County and authorization to record instrument for Waterford Trails Commercial #CAI-14-03-006. District 4. **(Real Estate Management Division) Page 71-72**
12. Approval of Access and Utility Easement between Moss Park Properties, LLLP, f/k/a Moss Park Properties, LTD and Orange County and authorization to record instrument for Dowden Road Ph 1 OCU Permit: 14-U-025 OCU File #: 77446. District 4. **(Real Estate Management Division) Page 73-74**
13. Approval of Utility Easement between Orchid Bay Development, LLC and Orange County, Subordination of Encumbrance to Property Rights to Orange County from Sunshine Restaurant Merger Sub, LLC and authorization to record instruments for IHOP – Orchid Bay NC OCU Permit: B15902141 OCU File #: 83227. District 1. **(Real Estate Management Division) Page 75-76**

CONTINUED

TUESDAY, OCTOBER 4, 2016

I. CONSENT AGENDA (Continued)

E. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Approval and execution of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 1, 2, 3, 4, and 6. **(Code Enforcement Division) Page 77-79**
LC 16-0884 LC 16-0933 LC 16-0869 LC 16-0739 LC 16-0849
LC 16-0987 LC 16-0934 LC 16-0946 LC 16-0748 LC 16-0858
LC 16-0684 LC 16-0938 LC 16-0797 LC 16-0784 LC 16-0864
LC 16-0772 LC 16-0942 LC 16-0872 LC 16-0802 LC 16-0878
LC 16-0774 LC 16-0950 LC 16-0873 LC 16-0805 LC 16-0881
LC 16-0877 LC 16-0994 LC 16-0672 LC 16-0813 LC 16-0893
LC 16-0905 LC 16-0788 LC 16-0720 LC 16-0842 LC 16-0895
LC 16-0930 LC 16-0801 LC 16-0731 LC 16-0847 LC 16-0903
2. **Note: this item will be pulled to be heard with Public Hearing C. 4.**
Approval and execution of Adequate Public Facilities Agreement for Avalon Cove PD by and between Hanover Hickory Nut, LLC and Orange County for the Horizon West – Village H. District 1. **(Development Review Committee) Page 80-91**
3. Acceptance of Recommendation of the Environmental Protection Commission to approve the request for Variance to Orange County Code, Chapter 15, Article IX, Section 15-342(c), walkway width for the Santini Dock Construction Permit BD-16-06-061. District 1. **(Environmental Protection Division) Page 92-98**
4. Acceptance of Recommendation of the Environmental Protection Commission to uphold the Recommendation of the Environmental Protection Officer to approve the request for Variance to Section 15-342(e) (Roof Height) for the Sing Dock Construction Permit BD-16-02-021. District 1. **(Environmental Protection Division) Page 99-105**
5. **Note: this item will be pulled to be heard with Public Hearing D. 6.**
Adoption and execution of Order Approving Rescission of the Development Order for the Lake Bryan Development of Regional Impact. District 1. **(Planning Division) Page 106-116**
6. Approval and execution of Agreement # P0220 Grant Agreement State of Florida Department of Economic Opportunity by and between the State of Florida, Department of Economic Opportunity and Orange County, Florida for the Community Planning Technical Assistance Grant in the amount of \$60,000. Districts 3 and 4. **(Planning Division) Page 117-157**

CONTINUED

TUESDAY, OCTOBER 4, 2016

I. CONSENT AGENDA (Continued)

F. FAMILY SERVICES DEPARTMENT

1. Receipt and filing of Head Start Policy Council Program Information and Updates August 2016 and Head Start Policy Council Meeting Minutes July 21, 2016 for the official county record. **(Head Start Division) Page 158-201**

G. FIRE RESCUE DEPARTMENT

1. Approval of payment of the FY 2016-2017 annual fee associated with the Interlocal Agreement between Orange County and the Central Florida Fire Consortium in the amount of \$114,812.40 for membership services. **Page 202-204**
2. Authorization for County staff to complete the Medicare Enrollment Application with all associated documents; delegation of authority to the County Administrator to serve as the Authorized Official to execute the application and all future Medicare revalidation enrollment applications and associated documentation; and assignment of the Director of the Fire Rescue Department to serve as the Delegated Official. **(Fiscal & Operational Support Division) Page 205-257**

H. HEALTH SERVICES DEPARTMENT

1. Approval and execution of the Paratransit Services License for BrightStart Pediatrics, LLC to provide wheelchair/stretchers service. The term of this license is from October 1, 2016 through October 1, 2018. There is no cost to the County. **(EMS Office of the Medical Director) Page 258-263**
2. Approval and execution of the renewal Certificate of Public Convenience and Necessity for Winter Garden Fire Rescue Department to provide Advanced Life Support Transport Service. The term of this certificate is from October 31, 2016 through October 31, 2018. There is no cost to the County. **(EMS Office of the Medical Director) Page 264-266**
3. Approval of FY17 Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Adult Drug Court Program Grant Number: 1H79T1026728-01 in the amount of \$975,000 over a three year period beginning September 30, 2016 through September 29, 2019. No match is required. **(Office for a Drug Free Community) Page 267-272**
4. Approval of the U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance FY16 Award Number 2016-DJ-BX-0153, in the amount of \$405,024 for the period of October 1, 2015 through September 30, 2019. No match is required. **(Office for a Drug Free Community) Page 273-309**

CONTINUED

TUESDAY, OCTOBER 4, 2016

I. CONSENT AGENDA (Continued)

I. PUBLIC WORKS DEPARTMENT

1. Approval to install a "No Parking" zone on both sides of the road from 319 Windrose Drive extending 400 feet south. District 4. **(Traffic Engineering Division) Page 310-312**
2. Approval of Traffic Control Devices and "No Parking" sign installations in Waterleigh Phase 1C. District 1. **(Traffic Engineering Division) Page 313-321**
3. Approval and execution of State of Florida Department of Transportation Quiet Zone Improvement Agreement Amendment Number 1 FM#436014-1-52-04 between the State of Florida and Orange County. District 3. **(Traffic Engineering Division) Page 322-337**
4. Approval and execution of Utility Relocation Agreement by and between Orange County and Bellsouth Telecommunications, LLC d/b/a AT&T Florida for the relocation of utility facilities on Wallace Road at Dr. Phillips Blvd. District 1. **(Engineering Division) Page 338-352**

J. UTILITIES DEPARTMENT

1. Approval of commercial refuse license for Trash Taxi, LLC to provide solid waste hauling services to commercial generators in Orange County. All Districts. **(Solid Waste Division) Page 353-364**

CONTINUED

TUESDAY, OCTOBER 4, 2016

II. INFORMATIONAL ITEMS**

A. COUNTY COMPTROLLER

1. Receipt of the following items to file for the record: **(Clerk's Office)**
Page 365
 - a. City of Winter Garden Notice of Annexation Ordinances, Attachment A (Legal Descriptions) and Attachment B (Location Maps) as follows:
 - Ordinance 16-47, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.15 ± acres located at 310 East Story Road on the south side of East Story Road, east of Summer Street and west of 9th Street into the City of Winter Garden Florida; redefining the city boundaries to give the city jurisdiction over said property; providing for severability; providing for an effective date.
 - Ordinance 16-50, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 1.7 ± acres located at 917 Carter Road on the east side of Carter Road, south of East Story Road and north of West Colonial Drive into the City of Winter Garden Florida; redefining the city boundaries to give the city jurisdiction over said property; providing for severability; providing for an effective date.
 - b. Minutes of the June 9 and June 21, 2016 Charter Review Commission.
 - c. Audit Report No. 458 – Audit of the Indirect Cost Rate Awarded in Contract Y13-813PH

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

CONTINUED

TUESDAY, OCTOBER 4, 2016

III. DISCUSSION AGENDA

A. ADMINISTRATIVE SERVICES DEPARTMENT

1. Selection of one firm and an alternate to provide Professional Engineering Services for Class III Cell 2, Sequence 2, Request for Proposals Y16-813-RM, from the following two firms, listed alphabetically:
 - S2L, Incorporated
 - Stearns, Conrad and Schmidt, Consulting Engineering, Inc. (dba SCS) Engineers

([Utilities Department Solid Waste Division] **Procurement Division**)
Page 366-370

B. FAMILY SERVICES DEPARTMENT

1. Head Start Division Progress Report. **Page 371**

C. COUNTY MAYOR

1. Open discussion on issues of interest to the Board. **Page 372**

CONTINUED

TUESDAY, OCTOBER 4, 2016

IV. WORK SESSION AGENDA

A. UTILITIES DEPARTMENT

1. Material Recovery Facilities Contract. (Solid Waste Division) Page 373

RECESS

TUESDAY, OCTOBER 4, 2016

MEETING STARTS AT 1:30 p.m.

Presentation of Employee Service Awards to:

Gary A. Bell (20), Fleet Management, Administrative Services; Vernard A. Batson (25), Community Action, Family Services; Thomas L. Crosskey (20), Elaine N. Stanley (25), Fire Communications, Darrel J. McCrystal (35), Fire Operations, Fire Rescue; Sandra Santana (30), Fiscal & Operational Support, Arthur T. Erskine (20), Roads & Drainage, Public Works; Melvin W. Black (30), Field Services, Irene A. Taylor (30), Water, Shirley C. Lano (20), Customer Service, Dilsaz A. Walji (30), Fiscal & Operational Support, Utilities.

V. RECOMMENDATIONS

September 15, 2016 Planning and Zoning Commission Recommendations

CONTINUED

TUESDAY, OCTOBER 4, 2016

VI. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Shoreline Alteration/Dredge and Fill

- 1.✓ Applicant: Darryl and Abigail Hoffman, Lake Killarney, permit; District 5
- 2.✓ Applicant: Ronald and Laura McCoy, Lake Sawyer, after-the-fact permit; District 1

B. Preliminary Subdivision Plan

- 3.✓ Applicant: Scott M. Gentry, Kelly, Collins & Gentry, Inc., Hamlin PD/UNP/Hamlin North PSP/DP, Case # PSP-16-02-067; District 1

C. Rezoning

- 4.✓ Applicant: Ben Snyder, Hickory Nut, LLC, Avalon Cove PD/LUP, Case # LUP-15-07-193; District 1

D. Substantial Change

- 5.✓ Applicant: Scott M. Gentry, Kelly, Collins & Gentry, Inc., Hamlin PD/UNP/Publix PSP/DP, Case # CDR-16-03-109, amend plan; District 1
- 6.✓ Applicant: Thomas A. Cloud, Gray Robinson, Lake Bryan Planned Development/Land Use Plan (PD/LUP), Case # CDR-16-06-214, amend plan; District 1

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

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

CONTINUED

TUESDAY, OCTOBER 4, 2016

VI. PUBLIC HEARINGS (Continued)

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

D. Substantial Change (Continued)

- 7.✓ Applicant: Douglas Hoffman, Pulte Home Corporation, Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan – Substantial Change, Case # CDR-16-05-171, amend plan; District 5

E. Ordinance/Comprehensive Plan

8. Amending Orange County Code, adopting 2016-2 Out-of-Cycle Privately-Initiated Small-Scale Development Amendment to the 2010-2030 Comprehensive Plan (CP) and concurrent Substantial Change request; and Adoption of Ordinance

**OUT-OF-CYCLE PRIVATELY-INITIATED SMALL SCALE
DEVELOPMENT FUTURE LAND USE MAP AMENDMENT AND
CONCURRENT SUBSTANTIAL CHANGE REQUEST**

Amendment 2016-2-C-1-1

Jim Hall, VHB, Inc., for WPFF Majorca Land Investor, LLC
Commercial (C) to High Density Residential (HDR) and

✓Substantial Change CDR-16-08-297

Substantial Change to the Majorca PD to add 325 multi-family residential dwelling units to the development program with five waiver requests.

✓ 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.

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CONTINUED

TUESDAY, OCTOBER 4, 2016

VI. PUBLIC HEARINGS (Continued)

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

E. Ordinance/Comprehensive Plan (Continued)

ORDINANCE

Amending Orange County Code, adopting 2016-2 Small Scale Development Amendment to the 2010-2030 Comprehensive Plan (CP), adopting amendment pursuant to Section 163.3187, F.S.

√ 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.

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* * *

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

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-5517.

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

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

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



OFFICE OF THE COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

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

COUNTY COMMISSION AGENDA
Tuesday, October 4, 2016

COUNTY COMPTROLLER

Items Requiring Consent Approval


1. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. Signature authorization and accompanying detail of most recently disbursed County funds are available in the Clerk's Office and on the Comptroller's web site.
2. Board approval is requested to dispose of records held by the Comptroller in accordance with record retention schedules (GS1-SL and GS 11) as approved by the State of Florida, Bureau of Archives and Records Management. Section 28.31, Florida Statutes requires Board approval to dispose of records maintained for the BCC. Records of importance are archived prior to destruction of the paper version.

Lowndes
Drosdick
Doster &
Kantor
Reed, P.A.

ATTORNEYS
AT LAW

MICHAEL A. RYAN

mike.ryan@lowndes-law.com
215 NORTH EOLA DRIVE, ORLANDO, FLORIDA 32801
T: 407-418-6355 | F: 407-843-4444

 MERITAS LAW FIRMS WORLDWIDE

September 14, 2016

VIA HAND DELIVERY:

Mayor Teresa Jacobs
-AND-
Orange County Board of County Commissioners
Orange County Administration Center
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

Re: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, APPROVING THE ISSUANCE BY THE ORANGE COUNTY HEALTH FACILITIES AUTHORITY OF ITS REVENUE REFUNDING BONDS (ORLANDO SENIOR HEALTH NETWORK PROJECT), SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000; AND PROVIDING AN EFFECTIVE DATE

Dear Mayor Jacobs:

The Orange County Health Facilities Authority (the "Authority") respectfully requests that the Board of County Commissioners approve a resolution regarding the issuance of tax exempt revenue bonds for Orlando Lutheran Towers, Inc. (the "Borrower").

The proceeds of the bond issue will be used for a proposed loan of \$21,000,000 to the Borrower to refund the remaining balance of the Authority's First Mortgage Revenue Bonds (Orlando Lutheran Towers, Inc. Project) Series 2007.

As you are probably aware, approval by the Board of a bond issue involving an Orange County project is required by the Internal Revenue Code of 1986, as amended.

ACTION REQUESTED: APPROVAL AND EXECUTION OF A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, APPROVING THE ISSUANCE BY THE ORANGE COUNTY HEALTH FACILITIES AUTHORITY OF ITS REVENUE REFUNDING BONDS (ORLANDO SENIOR HEALTH NETWORK PROJECT), SERIES 2016, IN AN AGGREGATE

PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000; AND
PROVIDING AN EFFECTIVE DATE

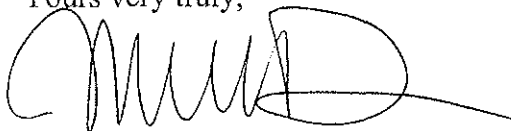
A copy of the Resolution has been sent to Lila McHenry in the Orange County Legal Department for review.

The Authority meeting holding the public hearing that is required by TEFRA for these Bonds, was held Wednesday, September 14, 2016. Enclosed is a copy of the TEFRA Minutes of that public hearing.

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

If you have any questions regarding this matter, please feel free to contact me at your convenience.

Yours very truly,

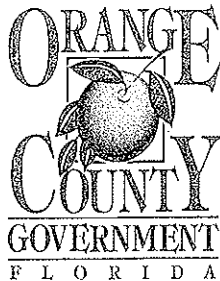


Michael A. Ryan
Attorney for Orange County Health Facilities Authority

Enclosures:

1. Proposed Resolution for adoption by the Board of County Commissioners at the October 4, 2016 meeting, together with Exhibit A – Publisher's Affidavit; Exhibit B – TEFRA Minutes for the public hearing held at the Authority meeting on Wednesday, September 14, 2016; and Exhibit C- Bond Resolution adopted by the Authority at the same September 14, 2016 meeting

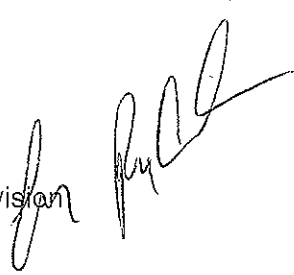
cc: Ajit Lalchandani, Orange County Administrator (w/o encl.)
Eric Gassman, Chief Accountability Officer (w/o encl.)
Cheryl J. Gillespie, Agenda Development Supervisor (w/encl.)
William J. Forness, Chairman, OCHFA (via e-mail, w/encl.)
Leonard H. Habas, Vice Chairman, OCHFA (via e-mail, w/encl.)
Lila McHenry, Assistant County Attorney (w/encl.)
Fred Winterkamp, Manager, Fiscal and Business Services (w/encl.)
John Stokes, Esquire (via e-mail, w/encl.)



Memorandum

DATE: September 19, 2016

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

FROM: J. Ricardo Daye, Director, Human Resources Division 

SUBJECT: **CONSENT AGENDA – October 4, 2016**
Fiscal Year 2015-16 Increase for Employee ID#’s 112018, 112123, 122635,

CONTACT: Samantha Maxwell, Sr. HR Analyst, (407) 836-5829
Reginald C. Davis, HR Section Manager, (407) 836-5479

On August 2, 2016, the Florida State Lodge Fraternal Order of Police Lieutenants (FOP-Lt) bargaining unit agreement was approved by the Board of County Commissioners. On August 23, 2016, the FOP Charles Brookfield Lodge #86 (FOP) bargaining unit agreement was approved by the Board. Both contracts were for Fiscal Year 2015-16 wages and were retroactive to the first full pay period in October 2015.

As a result of the retroactive approval dates for the above referenced bargaining unit agreements, three employees (ID #’s 112018, 112123, 122635) did not receive a Fiscal Year 2015-16 salary increase. Each of these employees were promoted from the FOP employee group to the FOP-Lt employee group in February 2016. Due to the timing of these employees’ promotions and the date of the Board approval of the bargaining unit agreements, these employees failed to receive the 3.5% increase.

These employees have filled critical positions within the Corrections Department and should not be penalized due to the timing of their promotions and the bargaining unit agreement approvals. Since the intent of the Board was to grant all employees a Fiscal Year 2015-16 increase of 3.5%, it is requested that these employees be granted the increase retroactive to October 11, 2015.

Action Requested: Approval of a 3.5% Fiscal Year 2015-16 salary increase to employee ID#’s 112018, 112123, and 122635, retroactive to October 11, 2015.

c: Ajit Lalchandani, County Administrator
Eric Gassman, Chief Accountability Officer
George Ralls, Deputy County Administrator
Reginald C. Davis, HR Section Manager



ORANGE COUNTY MAYOR
TERESA JACOBS

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
3

P.O. Box 1393, 201 South Rosalin.
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

September 16, 2016

To: The Board of County Commissioners
From: Mayor Teresa Jacobs
Subject: Confirmation of County Mayor's Staff Reappointments

1. Confirmation of the County Mayor's Staff Reappointments for the 4th Quarter FY 2015-2016:

Name: **Carol A. Burkett**
Title: Director, Office Drug Free Community
Department: Health Services
Hire Date: 1/3/2000
Date Assigned to Current Position: 7/17/2005

Name: **Loretta E. Cunniff**
Title: Deputy Director, CEDS
Department: Community Environmental Development Services
Hire Date: 12/2/2002
Date Assigned to Current Position: 8/28/2012

Name: **Sheena D. Ferguson**
Title: Manager, Business Development
Department: Administrative Services
Hire Date: 1/5/1998
Date Assigned to Current Position: 9/15/2015

Name: **Paulette V. Julien**
Title: Deputy Chief, Corrections
Department: Corrections
Hire Date: 1/5/2015
Date Assigned to Current Position: 7/19/2015

Name: **Troy E. Layton**
Title: Manager, Utilities Field Services
Department: Utilities
Hire Date: 8/16/2004
Date Assigned to Current Position: 8/16/2004

The Board of County Commissioners
Confirmation of County Mayor's Staff Reappointments
September 16, 2016
Page 2 of 3

Name: **Bryan D. Lucas**
Title: Manager, Fleet Management
Department: Administrative Services
Hire Date: 1/29/2001
Date Assigned to Current Position: 7/29/2014

Name: **Alex J. Morales**
Title: Manager, Fiscal & Operational Support
Department: Fire Rescue
Hire Date: 3/23/1998
Date Assigned to Current Position: 8/28/2012

Name: **Yulita M. Osuba**
Title: Deputy Director Convention Center
Department: Convention Center
Hire Date: 4/23/2001
Date Assigned to Current Position: 8/28/2012

Name: **John L. Petrelli Jr.**
Title: Director, Risk Mgt & Professional Standards
Department: Office of Accountability
Hire Date: 9/10/2001
Date Assigned to Current Position: 7/28/2003

Name: **Ruby D. Rozier**
Title: Manager, Traffic Engineering
Department: Public Works
Hire Date: 11/4/1985
Date Assigned to Current Position: 7/30/1995

Name: **Richard F. Steiger Jr.**
Title: Manager, Facilities Management
Department: Administrative Services
Hire Date: 10/29/2007
Date Assigned to Current Position: 7/29/2014

Name: **Kimberly B. Stewart-Horan**
Title: Division Chief Communications
Department: Fire Rescue
Hire Date: 1/12/1990
Date Assigned to Current Position: 9/15/2015

Name: **Michael J. Wajda**
Title: Division Chief
Department: Fire Rescue
Hire Date: 1/23/1989
Date Assigned to Current Position: 8/28/2012

ACTION REQUESTED: Confirmation of the County Mayor's staff reappointments for the
4th Quarter FY 2015-2016.

TJ/NG

C: Ajit M. Lalchandani, County Administrator
Eric Gassman, Chief Accountability Officer
J. Ricardo Daye, Director, Human Resources

Holland & Knig

200 South Orange Avenue, Suite 2600 | Orlando, FL 32801 | T 407.425.8500 | F 407.244.5288
Holland & Knight LLP | www.hklaw.com

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

September 19, 2016

VIA HAND DELIVERY AND EMAIL

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

Re: Action Requested: Approval and execution of A Resolution of the Board of County Commissioners of Orange County, Florida approving for the purposes of Section 147 (f) of the Internal Revenue Code of 1986, as amended, the issuance of Orange County Industrial Development Authority Revenue Note (Hope Charter School and Legacy High School Project), Series 2016, in an aggregate principal amount not to exceed \$6,000,000.00; and providing for an effective date.

Dear Mayor Jacobs:

We serve as legal counsel to the Orange County Industrial Development Authority (the "Authority") in connection with the proposed Orange County Industrial Development Authority Industrial Development Revenue Note (Hope Charter School, Inc. and Legacy High School, Inc. Project), Series 2016 in the principal amount of not to exceed \$6,000,000 (the "Note").

The Authority hereby respectfully requests that at its October 4, 2016 meeting, the Orange County Board of County Commissioners (the "Board") approve under Sections 159.47(l)(f) and 125.01(l)(z), Florida Statutes, the issuance by the Authority of the Note. The Authority will consider the adoption of Resolution No. 2016-02 relating to the Note (the "Authority Note Resolution") at the regular meeting of the Authority to be held on September 20, 2016. The Note initially will be privately placed with Compass Mortgage Corporation, an affiliate of BBVA Compass Bank. and will be issued under documents that are typical for BBVA Compass Bank's industrial development bond program.

The proceeds of the Note will be used to finance or refinance the cost of acquisition, construction, renovation, improvement, expansion, and equipping of certain educational facilities (collectively, the "Project") located at 1550 and 1600 E. Crown Point Road, Ocoee, Orange

County, Florida for use by Hope Charter School, Inc., a Florida corporation not for profit ("Hope Charter School"); and Legacy High School, Inc., a Florida corporation not for profit ("Legacy High School," and collectively with Hope Charter School, the "Borrower"). Each of Hope Charter School and Legacy High School is a corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

As you know, the Note may be issued only if the Board has approved the Note as required by Sections 159.47(1)(f) and 125.01(1)(z), Florida Statutes (collectively, the "Statutory Requirements"). For the Board's convenience, I have the following in this package:

1. The proposed Board Resolution in the form similar to that used in the past by the Board for its approval of industrial development revenue bonds issued by the Authority (the "Board Resolution"). Section 2 of the proposed Board Resolution explicitly provides that the approval therein is limited solely to the approval of the Note as required by the Statutory Requirements.
2. The Authority's published Notice of Public Hearing relating to the TEFRA public hearing with respect to the Note to be held on September 20, 2016, a copy of which is to be attached to the Board Resolution as Exhibit A;
3. A copy of the Authority Note Resolution with the form of Financing Agreement attached, to be certified by the Authority's Secretary as adopted by the Authority on September 20, 2016. The actual certified Authority Note Resolution will be provided as an addition to this filing on September 21, 2016. The Authority Note Resolution with attachments is to be attached to the Board Resolution as Exhibit B; and
4. Pro forma draft minutes of the Authority's September 20, 2016 meeting, including the TEFRA public hearing, without attachments; the actual draft minutes will be provided as an addition to this filing on September 21, 2016.
5. A copy of the Borrower's Application for the Issuance of Industrial Development Bonds dated August 31, 2016 that was addressed to the Authority.

Should the Board desire to consider the Board Resolution at its October 4, 2016 meeting, the adoption of the Board Resolution need only be placed on the consent agenda for that meeting. Once the Board has adopted the Board Resolution, the Authority and the Borrower will have all of the legislative authority necessary to issue the Note and loan the proceeds thereof to the Borrower and to finalize various customary financing documents with the assistance of staff and advisors.

Mayor Teresa Jacobs
Orange County Board of County Commissioners
September 19, 2016
Page 3

In order to permit the sale of the Note, we will appreciate the Board's consideration of the enclosed Board Resolution at its October 4, 2016 meeting.

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

If there is a problem with scheduling this matter on October 4, 2016 or if you or any of the other members of the Board or its staff should require any additional information, please get in touch with me at your earliest convenience.

ACTION REQUESTED: Approval and execution of A Resolution of the Board of County Commissioners of Orange County, Florida approving for the purposes of Section 147 (f) of the Internal Revenue Code of 1986, as amended, the issuance of Orange County Industrial Development Authority Revenue Note (Hope Charter School and Legacy High School Project), Series 2016, in an aggregate principal amount not to exceed \$6,000,000.00; and providing for an effective date.

Very truly yours,



Leighton D. Yates, Jr.

cc: (All with enclosures)
Ms. Cheryl Gillespie, Agenda Development (3 copies)
Mr. Ajit Lalchandani, Orange County Administrator
Jeffrey Newton, Esq., Orange County Attorney
Lila I. McHenry, Esq., Assistant County Attorney
Ms. Peggy McGarrity, Chief Deputy Comptroller
Mr. Fred Winterkamp, Manager, Fiscal and Business Services
Ms. Ann Catris, Secretary, Orange County Industrial Development Authority
Brian Watson, Esq., Burr & Forman, Bond Counsel

#47985074_v2



Interoffice Memorandum

AGENDA ITEM

September 6, 2016

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

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

K.N.P.

SUBJECT: Consent Agenda Item for October 4, 2016
Payment for Florida Association of Counties (FAC) Membership Fee

Funding in the amount of \$118,234 was provided in the FY 2016-17 approved budget for the Florida Association of Counties (FAC) membership fee. Board of County Commissioners' approval is required for the disbursement of payment pertaining to FAC annual membership fee from the period of November 1, 2016 through October 31, 2017.

ACTION REQUESTED: Approval to disburse payment for the Florida Association of Counties (FAC) membership fee totaling \$118,234 as provided in the FY 2016-17 adopted budget.

KP/AL/vh

Attachments

c: Eric Gassman, Deputy County Administrator
Randy Singh, Assistant County Administrator

INVOICE

ORANGE

Terms: Due and payable November 1, 2016

**For: FAC Membership Dues
November 1, 2016 thru October 31, 2017**

\$ 118,234

**This is for informational
purposes only.
Final invoices will
be mailed September 2016.**



Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
6

AGENDA ITEM

September 9, 2016

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

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

SUBJECT: Consent Agenda Item for October 4, 2016
Payment for East Central Florida Regional Planning Council
FY 2017 Annual Assessment

Funding in the amount of \$209,068 was provided in the FY 2016-17 adopted budget for the East Central Florida Regional Planning Council (ECFRPC) annual assessment. The Board of County Commissioners' approval is required for the disbursement of payment pertaining to ECFRPC annual assessment for the period of October 1, 2016 through September 30, 2017.

ACTION REQUESTED: Approval to disburse payment for the East Central Florida Regional Planning Council (ECFRPC) annual assessment totaling \$209,068 as provided in the FY 2016-17 adopted budget.

KP/NM/vh

Attachments

c: Eric Gassman, Deputy County Administrator
Randy Singh, Assistant County Administrator



East Central Florida Regional Planning Council

309 Cranes Roost Blvd. Suite 2000, Altamonte Springs, FL 32701
Phone 407.262.7772 • Fax 407.262.7788 • www.ecfrpc.org

Hugh W. Harling, Jr., P.E.
Executive Director

August 16, 2016

Mr. Ajit Lalchandani
County Administrator
Orange County
201 S. Rosalind Avenue
Orlando, FL 32801

Re: East Central Florida Regional Planning Council 2016-2017 Annual Assessment (Dues)

Dear Mr. Lalchandani,

The ECFRPC FY 2017 work program and budget including the 2017 dues were adopted on Wednesday, July 20, 2016.

Orange County's 2017 ECFRPC assessment is \$209,068. Please consider this your invoice with remittance due by November 1, 2016.

We thank you for your support. Please call me personally if there are planning services we can assist you with.

Sincerely,

Hugh W. Harling, Jr.
Executive Director

c: Mayor Teresa Jacobs, Orange County Board of County Commissioners
Commissioner S. Scott Boyd, Orange County Commissioner
Commissioner Bryan Nelson, Orange County Commissioner
Ms. Martha Haynie, County Comptroller

Executive Committee

Chair Lee Constantine County Commissioner Seminole County	Vice Chair Welton Cadwell County Commissioner Lake County	Secretary Leigh Matusick City Commissioner Volusia County League of Cities	Treasurer Jill Rose Gubernatorial Appointee Orange County	Member at Large Garry Breeden County Commissioner Sumter County
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Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
7

AGENDA ITEM

September 15, 2016

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

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

SUBJECT: Consent Agenda Items for October 4, 2016
Budget Amendments #16-60 and #16-61

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

ACTION REQUESTED: Approval of budget amendments #16-60 and #16-61.

KP/vh

Attachments



September 15, 2016

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

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

SUBJECT: Consent Agenda Item for October 4, 2016
Budget Amendment #16-60
Fund #7509, Pine Hills Multi-Use Trail
Contract #G0191, Amendment #1
Parks and Recreation Division/Community, Environmental and
Development Services Department

On May 19, 2015, the Board of County Commissioners approved a Local Agency Program (LAP) agreement for the construction of the Pine Hills Multi-Use Trail in the amount of \$5,951,750. The U.S. Department of Transportation has awarded amendment #1 to decrease the award by the amount of \$253,314, for a new total award of \$5,698,436. The project is being overseen by the Public Works Department.

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

Revenues:

Account Number	Classification	Amount
7509-068-7383-3190	U.S. Department of Transportation	\$ (253,314)
	TOTAL REVENUE	<u>\$ (253,314)</u>

Expenditures:

Account Number	Classification	Amount
5ST-7509-068-7383-6310	Structures & Facilities other than Buildings	\$ (253,314)
	TOTAL EXPENDITURE	<u>\$ (253,314)</u> <i>pm</i>

KP/PM/vh

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



AGENDA ITEM

September 15, 2016

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

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

SUBJECT: Consent Agenda Item for October 4, 2016
Budget Amendment #16-61, Fund #7890
Special Needs Assistance Program (formerly Shelter Plus Care)
Grant/Agreement #FL0106L4H071508
Housing and Community Development Division/Community,
Environmental and Development Services Department

On September 17, 2015, the Board of County Commissioners approved an estimated budget for the Special Needs Assistance Program in the amount of \$675,357. This grant will provide supportive services, as well as rental assistance for hard-to-serve homeless persons with disabilities and their families. The U.S. Department of Housing and Urban Development (HUD) approved the grant award in the amount of \$674,601. This represents a decrease of \$756.

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

Revenues:

Account Number	Classification	Amount
7890-068-7832-3120	HUD	\$ (756)
	TOTAL REVENUES	<u>\$ (756)</u>

Expenditures:

Account Number	Classification	Amount
8AK-7890-068-7832-3216	Rental Assistance Payments	\$ (756)
	TOTAL EXPENDITURES	<u>\$ (756)</u>

KP/PM/vh

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



Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
8

AGENDA ITEM

September 20, 2016

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

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

SUBJECT: Consent Agenda Items for October 4, 2016
Budget Transfers #16-000001446 and #16-000001462

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

ACTION REQUESTED: Approval of budget transfers #16-000001446 and #16-000001462.

KP/vh

Attachments

BUDGET TRANSFER REQUEST

AGENDA ITEM

CONTROL NO 16-000001446

(To be assigned by OMB)

BCC

vh

FUND NO 1153 DEPARTMENT(S) MSTU/MSBU Accounting DATE: 10/04/16

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

pg 1 of 1

	AGENCY	ORGANIZATION	OBJECT	APPR	AMOUNT FROM	AMOUNT TO
NO.	023	0475	9510	SDZ	\$5,000	
TITLE		Reserves	Reserve for Contingency			
NO.	001	0037	3173	SDA		\$5,000
TITLE		Maintenance Non/PVD	Contractual Service-MSTU			
TOTAL:					\$5,000	\$5,000

JUSTIFICATION (to be completed by OMB):

This budget transfer is needed to pay for a landscape project in Bay Vista Estates that exceeded the original estimated amount. The MSBU has sufficient funds in reserves to pay this request.

REQUESTED BY: Original on file
(Department Manager)

RECOMMENDED BY:

Kurt M. Peterson
Office of Management & Budget

(County Comptroller)

APPROVED / DISAPPROVED

Board of County Commissioners / County Administrator:

AGENDA ITEM

CONTROL NO 16-000001462

BCC

(To be assigned by OMB)

vh

FUND NO 1188 DEPARTMENT(S) MSTU/MSBU Accounting DATE: 10/04/16

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

pg 1 of 1

	AGENCY	ORGANIZATION	OBJECT	APPR	AMOUNT FROM	AMOUNT TO
NO.	023	0475	9510	APP	\$61,540	
TITLE		Reserves	Reserve for Contingency			
NO.	001	0026	3173	APO		\$61,540
TITLE		Common Area Maintenance	Contractual Service-MSTU			
TOTAL:					\$61,540	\$61,540

JUSTIFICATION (to be completed by OMB):

This budget transfer is needed to cover unexpected expenses

for Apopka-Vineland MSTU relating to tree trimming and irrigation line breaks. Sufficient funds are

available in the fund reserves for this budget transfer.

 REQUESTED BY: Original on file
 (Department Manager)

RECOMMENDED BY:


 Office of Management & Budget

(County Comptroller)

APPROVED / DISAPPROVED

Board of County Commissioners / County Administrator:



Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
9

AGENDA ITEM

September 15, 2016

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

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

SUBJECT: Consent Agenda Items for October 4, 2016
CIP Amendments #17C-001, #17C-002, #17C-003, #17C-004,
#17C-005, #17C-006, and #17C-007

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

ACTION REQUESTED: Approval of CIP amendments #17C-001, #17C-002, #17C-003, #17C-004, #17C-005, #17C-006, and #17C-007.

KP/NM/vh

Attachments

AGENDA ITEM

REQUEST FOR AMENDMENT TO 5 YEAR CAPITAL IMPROVEMENTS PROGRAM

Department: Sheriff

Amendment No.: 17C-001
Date Approved: 10/04/16

Project Information

FUND	PROJECT #	PROJECT TITLE	FROM	TO
1023	0476	Provision for Rebudget	100,000	
1035	0460	Law Enforcement Impact Fees	100,000	
1023	4431	Sheriff's K-9 Facility		100,000
1035	0143	Sheriff's Office Command and Monitoring Center		100,000
AMENDMENT TOTAL			\$ 200,000	\$ 200,000

Project Amount Prior To This Amendment

Project ID/Org	Prior Years	Current Budget	Future Years	Total Project
4431	-	-	2,735,000	2,735,000
0143	50,002	-	999,998	1,050,000

Revised Project Amount

Current Budget	Future Years	Total Project
100,000	2,635,000	2,735,000
100,000	899,998	1,050,000

Description/Justification:

This CIP amendment is necessary to transfer funds from the provision for rebudgets to the Sheriff's Office Command and Monitoring Center project and the Sheriff's K-9 project as dictated by the timing of the projects and availability of new funding in the current fiscal year. Funds included in this amendment were budgeted, but not expended in the previous fiscal year and will not increase the total project costs.

Original on file
DEPARTMENT MANAGER


OFFICE OF MANAGEMENT & BUDGET

REQUEST FOR AMENDMENT TO 5 YEAR CAPITAL IMPROVEMENTS PROGRAM

Department: Office of Accountability
ISS

Amendment No.: 17C-002
 Date Approved: 10/04/16

Project Information

FUND	PROJECT #	PROJECT TITLE	FROM	TO
1023	0476	Provision for Rebudget	234,752	
1023	0573	ISS Radio Tower Generator Replacement		234,752
AMENDMENT TOTAL			\$ 234,752	\$ 234,752

Project Amount Prior To This Amendment

Project ID/Org	Prior Years	Current Budget	Future Years	Total Project
0573	12,532	321,000	467,468	801,000

Revised Project Amount

Current Budget	Future Years	Total Project
555,752	232,716	801,000

Description/Justification:

This CIP amendment is necessary to transfer funds from the provision for rebudgets to the ISS Radio Tower Generator Replacement project as dictated by the timing of the projects and availability of new funding in the current fiscal year. Funds included in this amendment were budgeted, but not expended in the previous fiscal year and will not increase the total project costs.

Original on file
 DEPARTMENT MANAGER

Kurt M. Peterson
 OFFICE OF MANAGEMENT & BUDGET

REQUEST FOR AMENDMENT TO 5 YEAR CAPITAL IMPROVEMENTS PROGRAM

Department: Fire Rescue

Amendment No.: 17C-003
Date Approved: 10/04/16

Project Information

FUND	PROJECT #	PROJECT TITLE	FROM	TO
1009	0476	Provision for Rebudget	2,400,000	
1023	0476	Provision for Rebudget	1,226,000	
1046	0476	Provision for Rebudget	45,000	
1009	0772	Fire Rescue Facilities Management		2,400,000
1023	0802	INVEST - Fire Apparatus and Equipment		1,226,000
1046	0714	Station Alerting		45,000
AMENDMENT TOTAL			\$ 3,671,000	\$ 3,671,000

Project Amount Prior To This Amendment

Project ID/Org	Prior Years	Current Budget	Future Years	Total Project
0772	4,209,759	2,446,000	8,863,720	15,519,478
0802	286,680	2,000,000	4,815,320	7,102,000
0714	438,712	-	1,361,288	1,800,000

Revised Project Amount

Current Budget	Future Years	Total Project
4,846,000	6,463,720	15,519,478
3,226,000	3,589,320	7,102,000
45,000	1,316,288	1,800,000

Description/Justification:

This CIP amendment is necessary to transfer funds from the provision for rebudgets to the Fire Rescue Facilities Management project, the Fire Apparatus and Equipment project and the Station Alerting project, as dictated by the timing of the projects and availability of new funding in the current fiscal year. Funds included in this amendment were budgeted, but not expended in the previous fiscal year and will not increase the total project costs.

Original on file
DEPARTMENT MANAGER


OFFICE OF MANAGEMENT & BUDGET

REQUEST FOR AMENDMENT TO 5 YEAR CAPITAL IMPROVEMENTS PROGRAM

Department: Administrative Services

Amendment No.: 17C-004
Date Approved: 10/04/16

Project Information

FUND	PROJECT #	PROJECT TITLE	FROM	TO
1023	0476	Provision for Rebudget	2,446,484	
1248	0475	Reserves	221,864	
5530	0475	Reserves	200,000	
1023	0263	Improvement to Facilities		350,000
1023	1708	Sheriff's Gun Range Maintenance		98,793
1023	1757	RCC Electrical Improvements		1,438,826
1023	2049	HVAC Repair and Replacement		395,226
1023	2050	Energy Conservation Retrofit		118,483
1023	2052	Roof Replacement		45,156
1248	0892	State Attorney Grand Jury Room		66,864
1248	2068	Courthouse Air Handler Unit Replacement		105,000
1248	2069	Courthouse Dewatering System		50,000
5530	2051	Fleet Facility Renovations		200,000
AMENDMENT TOTAL			\$ 2,868,348	\$ 2,868,348

Project Amount Prior To This Amendment

Project ID/Org	Prior Years	Current Budget	Future Years	Total Project
0263	12,156,767	1,123,750	10,712,620	23,993,137
1708	2,286,113	-	98,793	2,384,906
1757	8,285	500,000	1,491,715	2,000,000
2049	13,407,167	2,112,500	11,484,912	27,004,579
2050	827,375	341,250	2,183,209	3,351,834
2052	2,139,454	435,500	4,389,685	6,964,639
0892	21,377	-	198,623	220,000
2066	12,733	-	167,268	180,001
2068	129,670	142,230	1,028,099	1,300,000
2069	8,545	-	291,455	300,000
2051	1,432,570	699,801	2,799,752	4,932,123

Revised Project Amount

Current Budget	Future Years	Total Project
1,473,750	10,362,620	23,993,137
98,793	-	2,384,906
1,938,826	52,889	2,000,000
2,507,726	11,089,686	27,004,579
459,733	2,064,726	3,351,834
480,656	4,344,529	6,964,639
66,864	131,759	220,000
10,000	157,268	180,001
247,230	923,099	1,300,000
50,000	241,455	300,000
899,801	2,599,752	4,932,123

Description/Justification:

This CIP amendment is necessary to transfer funds from the provision for rebudgets to several Capital Project Division, Facilities Management, and Fleet Management Division projects as dictated by the timing of the projects and availability of new funding in the current fiscal year. Funds included in this amendment were budgeted, but not expended in the previous fiscal year and will not increase the total project costs.

Original on file
DEPARTMENT MANAGER


OFFICE OF MANAGEMENT & BUDGET

AGENDA ITEM

REQUEST FOR AMENDMENT TO 5 YEAR CAPITAL IMPROVEMENTS PROGRAM

Department: Health Services

Amendment No.: 17C-005
Date Approved: 10/04/16

Project Information

FUND	PROJECT #	PROJECT TITLE	FROM	TO
1023	0476	Provision for Rebudgets	1,155,000	
1023	0251	Animal Services Facilities Improvements		125,000
1023	2393	Animal Services Spay/Neuter Clinics		1,030,000
AMENDMENT TOTAL			\$ 1,155,000	\$ 1,155,000

Project Amount Prior To This Amendment

Project ID/Org	Prior Years	Current Budget	Future Years	Total Project
0251	-	-	125,000	125,000
2393	8,929	-	1,091,071	1,100,000

Revised Project Amount

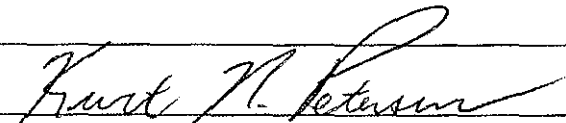
Current Budget	Future Years	Total Project
125,000	-	125,000
1,030,000	61,071	1,100,000

Description/Justification:

This CIP amendment is necessary to transfer funds from the provision for rebudgets to the Animal Services Facility Improvement project and the Animal Services Spay/Neuter Clinics project, as dictated by the timing of the projects and availability of new funding in the current fiscal year. Funds included in this amendment were budgeted, but not expended in the previous fiscal year and will not increase the total project costs.

Original on file

DEPARTMENT MANAGER


OFFICE OF MANAGEMENT & BUDGET

Department: Community, Environmental and Development ServicesAmendment No.: 17C-006Date Approved: 10/04/16**Project Information**

FUND	PROJECT #	PROJECT TITLE	FROM	TO
1023	0476	Provision for Rebudget	4,816,875	
1265	0476	Provision for Rebudget	1,896,602	
1023	1978	Environmental Sensitive Lands		202,661
1023	2149	INVEST - Dorman Stadium		4,592,334
1023	9958	E. Orange Homeless Resource Center		21,880
1265	1885	John Young Community Park		384,719
1265	1886	Young Pine Community Park		225,883
1265	2145	East Orange Multipurpose Field		643,000
1265	2146	Deputy Jonathon Scott Pine Community Park		643,000
AMENDMENT TOTAL			\$ 6,713,477	\$ 6,713,477

Project Amount Prior To This Amendment

Project ID/Org	Prior Years	Current Budget	Future Years	Total Project
1978	1,504,754	1,330,515	1,061,407	3,896,676
2149	200,829	-	4,799,171	5,000,000
9958	435,894	-	22,563	458,457
1885	3,843,153	-	456,847	4,300,000
1886	3,488,884	-	1,117,118	4,606,002
2145	151,973	-	2,484,828	2,636,801
2146	227,295	1,963,771	2,604,637	4,795,703

Revised Project Amount

Current Budget	Future Years	Total Project
1,533,176	858,746	3,896,676
4,592,334	206,837	5,000,000
21,880	683	458,457
384,719	72,128	4,300,000
225,883	891,235	4,606,002
643,000	1,841,828	2,636,801
2,606,771	1,961,637	4,795,703

Description/Justification:

This CIP amendment is necessary to transfer funds from the provision for rebudgets to the East Orange Homeless Resource Center project, the Environmental Sensitive Lands project and various Parks projects as dictated by the timing of the projects and availability of new funding in the current fiscal year. Funds included in this amendment were budgeted, but not expended in the previous fiscal year and will not increase the total project costs.

Original on file

DEPARTMENT MANAGER

Kurt A. Peterson
OFFICE OF MANAGEMENT & BUDGET

AGENDA ITEM

REQUEST FOR AMENDMENT TO 5 YEAR CAPITAL IMPROVEMENTS PROGRAM

Department: Corrections

Amendment No.: 17C-007
Date Approved: 10/04/16

Project Information

FUND	PROJECT #	PROJECT TITLE	FROM	TO
1023	0476	Provision for Rebudget	1,042,313	
1023	4020	Corrections Kitchen and Laundry		92,313
1023	4024	Corrections Improvement to Facilities		950,000
AMENDMENT TOTAL			\$ 1,042,313	\$ 1,042,313

Project Amount Prior To This Amendment

Project ID/Org	Prior Years	Current Budget	Future Years	Total Project
4020	11,557,284	-	242,717	11,800,001
4024	736,011	1,099,000	2,614,016	4,449,027

Revised Project Amount

Current Budget	Future Years	Total Project
92,313	150,404	11,800,001
2,599,000	1,114,016	4,449,027

Description/Justification:

This CIP amendment is necessary to transfer funds from the provision for rebudgets to the Corrections Kitchen and Laundry project and the Corrections Improvement to Facilities project as dictated by the timing of the projects and availability of new funding in the current fiscal year. Funds included in this amendment were budgeted, but not expended in the previous fiscal year and will not increase the total project costs.

Original on file
DEPARTMENT MANAGER


OFFICE OF MANAGEMENT & BUDGET



COUNTY ATTORNEY'S
JEFFREY J. NEWTON,

201 South Rosalind Avenue ■ 3rd Fl.
Reply To: Post Office Box 1393
Orlando, FL 32802-1393
407-836-7320 ■ Fax 407-836-5888
<http://www.ocfl.net>

I. CONSENT AGENDA
COUNTY ATTORNEY

1

Deputy County Attorney

Joel D. Prinsell

Senior Assistant County
Attorneys

Elaine Asad

Lila McHenry

Assistant County
Attorneys

Andrea Adibe

Roberta Alfonso

Anthony Cotter

Whitney E. Evers

Wanzo Galloway, Jr.

Erin E. Hartigan

Georgiana Holmes

Katherine W. Latorre

Scott McHenry

Sawsan Mohiuddin

Scott Shevenell

William Turner

Legal Administrative
Supervisor

Anna M. Caban

Senior Paralegal
Kimberly Cundiff

Paralegals
Melessia Lofgren
Maria Vargas, ACP

MEMORANDUM

TO: Mayor Teresa Jacobs
and
County Commissioners

FROM: Jeffrey J. Newton, County Attorney *JJN*
William C. Turner, Jr., Assistant County Attorney *WCT*
Contact Phone: 407-836-7368

DATE: September 19, 2016

RE: **Consent Agenda Item for Board Meeting on October 4, 2016-**
Dorothy J. Copeland Howard v. Orange County, Florida
CASE NO.: 2014-CA-8704-O

This Consent Agenda item requests settlement authorization and execution by the Board of County Commissioners ("BCC") for the *Dorothy Copeland Howard v. Orange County, Florida* case brought on behalf of Orange County's Risk Management Division.

Under separate cover, a Confidential Memorandum with the proposed Settlement Agreement and Release dated September 19, 2016, from Jeffrey J. Newton, County Attorney and William C. Turner, Jr., Assistant County Attorney, has been provided to the Board of County Commissioners.

ACTION REQUESTED: Approval and execution of the proposed Settlement Agreement and Release in the case of *Dorothy J. Copeland Howard v. Orange County*, Case No.: 2014-CA-8704-O.

WCT/jac

c: Ajit Lalchandani, County Administrator
Todd Swingle, P.E., Deputy Director, Utilities
John Petrelli, Manager, Risk Management Division


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Interoffice Memorandum

September 12, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Carrie Woodell, Manager, Procurement Division

CONTACT: Michael Baker, Project Manager, Roads and Drainage Division
407-836-7853

SUBJECT: Award of Invitation for Bids Y16-1082-MR, Tree Trimming and
Related Services – Roads and Drainage Division

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1082-MR, Tree Trimming and Related Services – Roads and Drainage Division, to the two low responsive and responsible bidders, The Davey Tree Expert Company in the estimated contract award amount of \$1,567,540.71 and Blades of Green, Inc. in the estimated contract award amount of \$1,862,720. The total estimated annual contract amount is \$3,430,260.71. Further request authority for the Procurement Division to exercise two 1-year options.

PROCUREMENT:

To remove dead or diseased trees to alleviate dangerous situations on County owned properties. Also, tree canopies over roads and sidewalks are elevated to remove obstacles to vehicular traffic and pedestrians.

FUNDING:

Funding is available in account number 1002 072 2906 3197.

APPROVALS:

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

REMARKS:

Three bids were received in response to Invitation for Bids Y16-1082-MR and were evaluated for responsiveness, responsibility and price. All Reliable Services, Inc. was determined to be non-responsive due to their failure to submit required addendum. Both low bidders, The Davey Tree Expert Company and Blades of Green, Inc., submitted satisfactory references to support their responsibility.

Two contracts are required to meet projected demands for this service. The contractors will be issued orders on a continuous basis for tree trimming and other related services.

Both The Davey Tree Expert Company and Blades of Green, Inc. have a satisfactory record of performance in the providing of tree trimming and related services. Therefore, recommendation is made to award to The Davey Tree Expert Company and Blades of Green, Inc.

The bid tabulation is below:

Bid Tabulation


The Davey Tree Expert Company	Basic Year	\$1,567,540.71
	Option Year 1	\$1,567,540.71
	Option Year 2	\$1,567,540.71
	Total	\$4,702,622.13
Blades of Green, Inc.	Basic Year	\$1,862,720.00
	Option Year 1	\$1,862,520.00
	Option Year 2	\$1,862,720.00
	Total	\$5,587,960.00
All Reliable Services, Inc.	Non-Responsive	



BUSINESS DEVELOPMENT DIVISION

August 17, 2016

TO: Melisa Vergara, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **IFB #Y16-1082-MR, Tree Trimming and Related Services for the Roads and Drainage Division**

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

c: Sheena Ferguson, Manager, Business Development Division





Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

2

September 19, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: *JB* Carrie Woodell, Manager, Procurement Division

CONTACT: Michelle Janes, Financial Advisor, Fleet Management Division
407-836-8215

SUBJECT: Approval of Invitation for Bids Y16-1110-MG, OEM Replacement
Parts for Automotive and Light Trucks-Term Contract.

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1110-MG, OEM Replacement Parts for Automotive and Light Trucks-Term Contract, to the low responsive and responsible bidder per item, for 1-year term contracts, in the total estimated contract award amounts listed below. Further request authorization for the Procurement Division to renew the contract for four additional 1-year terms.

Don Mealey Automotive, LLC for Item 1, for an estimated contract award of \$148,400.

Rush Truck Center of Florida, Inc. for Item 3, for an estimated contract award of \$184,500.

PROCUREMENT:

This contract will provide Ford, Chevrolet and GMC parts for the Fleet Management Division to complete repairs on the County's vehicles.

FUNDING

Funding is available in account number 5530-043-2035-4163.

APPROVALS:

The Fleet Management Division and the Business Development Division concur with this recommendation.

REMARKS:

Seven bids were received in response to the Invitation for Bids. The bids were evaluated for price, responsiveness and responsibility. Don Mealey Automotive, LLC and Rush Truck Center of Florida, Inc. have been determined to be the low responsive and responsible bidders for the items indicated and are recommended for award.

Item 2 received only one bid which was deemed non-responsible. Their references submitted were not verifiable. Additionally, we could not verify the capability to deliver "hot shot" items within the 3-hour time period. This item will be resolicited separately.

The bid tabulation is as follows:

Bid Tabulation

ITEM 1: CHEVROLET/GMC

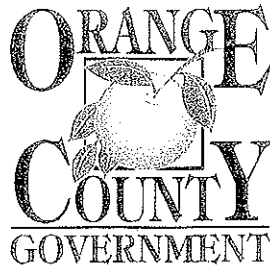
DON MEALEY AUTOMOTIVE LLC	\$148,400
BENNETT AUTO SUPPLY	\$168,000
MANUEL GOMEZ AND ASSOCIATES, INC.	NON-RESPONSIBLE
DON REID FORD	NO BID
GREENWAY FORD	NO BID
MUTZ MOTORS DBA LAKELAND AUTO MALL	NO BID
RUSH TRUCK CENTER OF FLORIDA, INC.	NO BID

ITEM 2: DODGE

MANUEL GOMEZ AND ASSOCIATES, INC.	NON-RESPONSIBLE
BENNETT AUTO SUPPLY	NO BID
DON MEALEY AUTOMOTIVE, LLC	NO BID
DON REID FORD	NO BID
GREENWAY FORD	NO BID
MUTZ MOTROS DBA LAKELAND AUTO MALL	NO BID
RUSH TRUCK CENTER OF FLORIDA, INC.	NO BID

ITEM 3: FORD

RUSH TRUCK CENTER OF FLORIDA, INC.	\$184,500
GREENWAY FORD	\$187,200
DON REID FORD	\$189,000
MUTZ MOTORS DBA LAKELAND AUTO MALL	\$190,800
BENNETT AUTO SUPPLY	\$198,000
MANUEL GOMEZ AND ASSOCIATES, INC	NON-RESPONSIBLE
DON MEALEY AUTOMOTIVE, LLC	NO BID




Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

August 11, 2016

TO: Maria Guevara-Hall, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

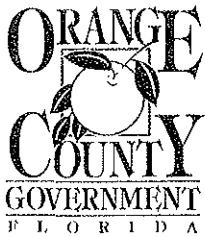
SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y16-1110-MG, OEM Replacement Parts for Automotive and Light Trucks

The Business Development Division evaluated the **7 bids** submitted for this project and found that **none** of the bidders are Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Sheena Ferguson, Manager, Business Development Division





Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
3

September 9, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y16-7006-EB, Bonnie Brook Pump
Station Outfall Erosion Control Project

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-7006-EB, Bonnie Brook Pump Station Outfall Erosion Control Project, to the low responsive and responsible bidder, Condor Construction Corporation, in the total contract award amount of \$377,125.

PROCUREMENT:

This project addresses localized erosion issues associated with three pump station discharges from and adjacent to the Bonnie Brook subdivision. It consists of removing and replacing failing systems, adding chemical concrete grouting to prevent settlement, leveling, dewatering, construction of a concrete channel, lining and associated activities. The project is located in District 6.

FUNDING:

Funding is available in account number 1023 072 2753 6330.

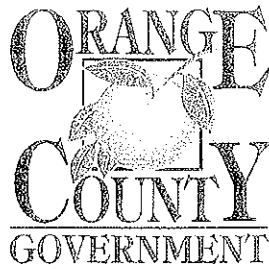
APPROVALS:

The Public Works Department and Business Development Division concur with this recommendation.

REMARKS:

Three bids were received. Condor Construction Corporation has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Condor Construction Corporation.

<u>Bids Received</u>	<u>Bid Amount</u>
Condor Construction Corporation	\$377,125
Gregori Construction, Inc.	\$408,776
Cathcart Construction Company-Florida, LLC	\$731,040



BUSINESS DEVELOPMENT DIVISION

September 19, 2016

TO: Elia Batista, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator *for D.W.*
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-7006-EB / Bonnie Brook Pump Station Outfall Erosion Control Project

The Business Development Division evaluated the three bids submitted for this project and found that the apparent low bidder Condor Construction, Corporation. did not achieve good faith effort documentation and reported 6.63% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Siles And Sons, Inc.	\$13,000
Wbe-wf	Winter Garden Grassing	\$3,800
Wbe-wf	John B. Webb & Associates	\$8,200
Total MWBE Participation		\$25,000.00 (6.63%)

The second low bid submitted by Gregori Construction, Inc. did not achieve good faith effort documentation and reported 20.67% MWBE participation in their bid.

The third low bid submitted by Cathcart Construction Company-Florida, LLC did not achieve good faith effort documentation and reported 1.02% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

Sheena Ferguson 51

BID COMPARISON


IFB-Y16-7006-EB / Bonnie Brook Pump Station Outfall Erosion Control Project										
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	Condor Construction, Corporation	\$377,125	\$25,000	6.63%	no					80/20
2nd Low	Gregori Construction, Inc.	\$408,776	\$84,500	20.67%	no	\$31,651	8.39%			33/8
3rd Low	Cathcart Construction Company-Florida, LLC	\$731,040	\$7,440	1.02%	no	\$353,915	93.85%	\$322,264	78.84%	72/2



Interoffice Memorandum

September 16, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From:  Carrie Woodell, Manager, Procurement Division

Contact: Marc Cannata, Systems Manager, Capital Planning Division
(407) 685-5953

Subject: Award of Invitation for Bids Y16-7007-RM, Orange County Convention
Center Valencia & Chapin Theater Dressing Rooms Renovations

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-7007-RM, Orange County Convention Center Valencia & Chapin Theater Dressing Rooms Renovations, to the low responsive and responsible bidder, S.A. Casey Construction, Inc. in the total contract award amount of \$914,084.04

PROCUREMENT:

The scope of work includes renovation of the Chapin Theater Green Room and the Valencia Dressing Rooms including finishes of floors, walls, ceilings, LED lighting, new millwork, new counters, mirrors, plumbing fixtures, additional electrical outlets and relocation and addition of HVAC diffusers. The project is located in District 6.

FUNDING:

Funding is available in account number 4430 035 0966 6210.

APPROVALS:

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

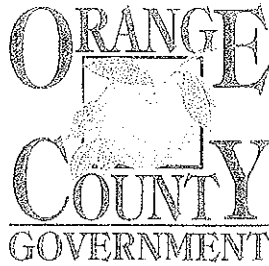
REMARKS:

Two bids were received. Although the bid submitted from, S.A. Casey Construction, Inc. is approximately 20.54% lower than the second low bidder Axios Construction Services, LLC, it is considered reasonable based on technical analysis performed by County staff. References provided were satisfactory for this type of work and S.A. Casey Construction, Inc. has been determined to be responsible.

Page 2
Award of Invitation for Bids Y16-7007-RM

Bids Received

S.A. Casey Construction, Inc.	\$ 914,084.04
Axios Construction Services, LLC	\$1,108,584.15



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

August 31, 2016

TO: Rolando Melo, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator *DW*
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **Y16-7007-RM / Orange County Convention Center Valencia & Chapin
Theater Dressing Rooms Renovations**

The Business Development Division evaluated the two bids submitted for this project and found that the apparent low bidder S.A. Casey Construction, Inc. met the MWBE participation goal and reported 41.73% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	M & M Electric Of Central Florida, Inc.	\$285,340.00
Mbe-hm	Rivera Tile And Stone, Inc.	\$84,839.50
Wbe-wf	Boyd Hart Company	\$11,290.00
Total MWBE Participation		\$381,469.50 (41.73%)

The second low bid submitted by Orange County MWBE firm Axios Construction Services, LLC met the MWBE participation goal and reported 62.45% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

Sheena Ferguson

BID COMPARISON

99

IFB-Y16-7007-RM / Orange County Convention Center Valencia & Chapin Theater Dressing Rooms Renovations

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	S.A. Casey Construction, Inc.	\$914,084.04	\$381,469.50	41.73%	na					23/19
2nd Low	Axios Construction Services, LLC [mbe-afam]	\$1,108,584.15	\$692,339.00	62.45%	na	\$194,500.11	21.28%			53/13

Interoffice Memorandum

September 19, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y17-702-CC, Regional History Center
Chiller & Computer Room Air Conditioning Unit Replacement

ACTION REQUESTED:

Approval to award Invitation for Bids Y17-702-CC, Regional History Center Chiller & Computer Room Air Conditioning Unit Replacement, to the low responsive and responsible bidder, Starr Mechanical, Inc., in the total contract award amount of \$496,250.

PROCUREMENT:

The project includes construction services to replace the existing single 300 ton chiller with two chillers and replace the existing DX system serving the archives area with a new computer room air conditioning unit. This project is located in District 5.

FUNDING:

Funding is available in account number 1023 043 2049 6210.

APPROVALS:

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

REMARKS:

Five bids were received. Staff evaluated the bids and Starr Mechanical, Inc. has been determined to be responsible. Therefore, award is recommended to Starr Mechanical, Inc.

<u>Bids Received:</u>	<u>Bid Amount</u>
Starr Mechanical, Inc.	\$496,250
General Mechanical Corporation	\$528,000
Pipeline Mechanical, Inc.	\$651,490
Air Mechanical & Service Corp.	\$660,000
Close Construction, LLC	\$694,598



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

September 8, 2016

TO: Corie Cummings, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator *DW*
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y17-702-CC / Regional History Center Chiller & Computer Room Air
Conditioning Unit Replacement

The Business Development Division evaluated the 3 lowest bids of the 5 bids submitted for this project and found that the apparent low bidder Starr Mechanical, Inc. did not achieve good faith effort documentation and reported 3.17% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-afam	Celectsys, Inc.	\$15,750
Total MWBE Participation		\$15,750.00 (3.17%)

The second low bid submitted by General Mechanical Corporation did not achieve good faith effort documentation and reported 4.55% MWBE participation in their bid.

The third low bid submitted by Pipeline Mechanical, Inc. did not achieve good faith effort documentation and reported 2.91% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

Sheena Ferguson

BID COMPARISON

IFB-Y17-702-CC / Regional History Center Chiller & Computer Room Air Conditioning Unit Replacement										
Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Starr Mechanical, Inc.	\$496,250	\$15,750.00	3.17%	no					12/12
2nd Low	General Mechanical Corporation	\$528,000	\$24,000.00	4.55%	no	\$31,750	6.40%			6/26
3rd Low	Pipeline Mechanical, Inc.	\$651,490	\$18,950.00	2.91%	no	\$155,240	31.28%	\$123,490	23.39%	30/21
4th Low	Air Mechanical & Service Corp.	\$660,000	\$0.00	0.00%	no	\$163,750	33.00%	\$132,000	25.00%	35/5
5th Low	Close Construction, LLC	\$694,598	\$30,472.72	4.39%	no	\$198,348	39.97%	\$166,598	31.55%	5/27





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: September 6, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF CORRECTIVE SPECIAL WARRANTY DEED AND DISCLAIMER FROM SOUTH ORANGE PROPERTIES, INC. TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Wetherbee Road – Phase II
(Landstar Blvd to Harness Track Property)

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of road widening improvements as a requirement of right-of-way dedication agreement.

ITEM: Corrective Special Warranty Deed and Disclaimer
Cost: Donation
Size: 7.37 acres

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department

REMARKS:

On January 28, 2003, the Board of County Commissioners (County) approved the Wetherbee Road – Phase II Right-of-Way Dedication Agreement and on February 13, 2007, approved and accepted the Special Warranty Deed (Deed) for the required land from South Orange Properties, Inc. It has been determined that the legal description contained in the Deed was incorrect and thereby creating doubt as to what land was intended to be conveyed. The County is executing the Corrective Special Warranty Deed and Disclaimer to acknowledge and accept the corrected description and to disclaim any interest in the lands previously conveyed.

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.




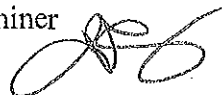
Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: September 8, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Administrative Services Department

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF UTILITY EASEMENT BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND
ORANGE COUNTY AND AUTHORIZATION TO RECORD
INSTRUMENT

PROJECT: Waterford ES OCU File No. 74646

District 4

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

ITEM: Utility Easement
Cost: Donation
Total size: 934 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.




Interoffice M


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
8

REAL ESTATE MANAGEMENT ITEM 3

DATE: September 16, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

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

PROJECT: Young Pine Community Park

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of
electrical facilities by Duke Energy Florida, Inc. d/b/a Duke Energy.

ITEM: Distribution Easement
Revenue: None
Size: 420 square feet

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

REMARKS:

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

Grantee to pay all recording fees.

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



Interoffice Mem

REAL ESTATE MANAGEMENT ITEM 4

DATE: September 16, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Russell L. Corriveau, Senior Acquisition Agent *RLC*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7072

ACTION REQUESTED: APPROVAL OF DONATION AGREEMENT AND ROADWAY
EASEMENT BETWEEN E.C. PARKWAY DEVELOPMENTS, LLC
AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE
FUNDS TO PAY ALL RECORDING FEES AND RECORD
INSTRUMENT

PROJECT: Palm Parkway at Lake Street Intersection Improvements
(Destination Parkway to Sand Lake Road)

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of traffic
equipment for intersection improvements.

ITEMS: Donation Agreement (Parcel 8001)

Roadway Easement (Instrument 8001.1)
Cost: Donation
Size: 930 square feet

BUDGET: Account No.: 1004-072-2720-6110

FUNDS: \$44.70 Payable to Orange County Comptroller
(all recording fees)

APPROVALS: Real Estate Management Division
Public Works Department
Risk Management Division

REMARKS: The Roadway Easement is needed to install traffic equipment at the southwest corner of Palm Parkway and Lake Street. The owner has agreed to donate this easement needed for the Palm Parkway intersection improvements.

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



Interoffice Memo

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
10

REAL ESTATE MANAGEMENT ITEM 5

DATE: September 16, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF CONTRACT FOR SALE AND PURCHASE SUBJECT TO AN APPRAISAL THAT SUPPORTS THE PURCHASE PRICE AND WARRANTY DEED BETWEEN ALLEN REAL ESTATE HOLDINGS, LLC AND ORANGE COUNTY, AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: 2-Gen Center District 3 (Invest)

District 3

PURPOSE: To provide for access, construction, operation, and maintenance of a community/resource center.

ITEMS: Contract for Sale and Purchase

Warranty Deed
Cost: \$1,100,000
Size: 2.13 acres

BUDGET: Account No.: 1023-021-0333-6110

FUNDS: \$1,106,030.28 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
County Attorney's Office
Family Services Department
Capital Projects Division
Risk Management Division

REMARKS: The property is located at 576 North Semoran Blvd, south of S.R. 50. Orange County (County) has initiated the process for obtaining appraisals to confirm the acceptability of the purchase price. The due diligence phase is underway for building inspections, soil testing and other such tests to determine the suitability of the property for the County's use.

Grantor to pay documentary stamp tax and all property 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.





Interoffice Mer

REAL ESTATE MANAGEMENT ITEM 6

DATE: September 16, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF CONSERVATION EASEMENT BETWEEN
WATERFORD TRAILS PARTNERSHIP, LLP AND ORANGE
COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Waterford Trails Commercial #CAI-14-03-006

District 4

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

ITEM: Conservation Easement
Cost: Donation
Total size: 16.906 acres

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

REMARKS:

Conservation Area Impact Permit No. CAI-14-03-006 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.

Access to the Conservation Easement is from Avalon Park Boulevard through an existing Conservation Easement area.

Grantor to pay all recording fees.

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




Interoffice Memo


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
12

REAL ESTATE MANAGEMENT ITEM 7

DATE: September 16, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Kim Heim, Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF ACCESS AND UTILITY EASEMENT BETWEEN
MOSS PARK PROPERTIES, LLLP, F/K/A MOSS PARK
PROPERTIES, LTD AND ORANGE COUNTY AND
AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Dowden Road Ph 1 OCU Permit: 14-U-025 OCU File #: 77446

District 4

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

ITEM: Access and Utility Easement
Cost: Donation
Total size: 1.053 acres

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Grantor to pay all recording fees.

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



Interoffice Memo


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT


13

REAL ESTATE MANAGEMENT ITEM 8

DATE: September 15, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF UTILITY EASEMENT BETWEEN ORCHID BAY DEVELOPMENT, LLC AND ORANGE COUNTY, SUBORDINATION OF ENCUMBRANCE TO PROPERTY RIGHTS TO ORANGE COUNTY FROM SUNSHINE RESTAURANT MERGER SUB, LLC AND AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: IHOP – Orchid Bay NC OCU Permit: B15902141
OCU File #: 83227

District 1

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

ITEMS: Utility Easement
Cost: Donation
Size: 375 square feet

Subordination of Encumbrance to Property Rights to Orange County

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Grantor to pay all recording fees.

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

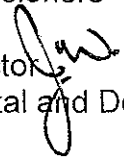


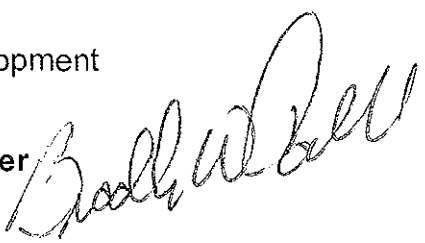
Interoffice Memo.....

AGENDA ITEM

September 6, 2016

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

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

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

SUBJECT: October 4, 2016 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

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

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 16-0884	1	BANSAL LATA	\$ 1,782.12
LC 16-0987	1	REM: CAROLYN D RICKERSON; DEVITO HELEN P LIFE ESTATE	\$ 285.12
LC 16-0684	2	RHODES EDDIE R	\$ 4,448.62
LC 16-0772	2	TRSTE LLC TR	\$ 144.12
LC 16-0774	2	ADAMS THEOPHILUS E	\$ 1,201.06
LC 16-0877	2	FYLSTRA ROBERT	\$ 343.12
LC 16-0905	2	FEDERAL NATIONAL MORTGAGE ASSN	\$ 394.12
LC 16-0930	2	TAX EASE FLORIDA REO LLC	\$ 413.97
LC 16-0933	2	MAUBAHAT PAUL	\$ 454.47
LC 16-0934	2	MAUBAHAT PAUL	\$ 463.57
LC 16-0938	2	EXCLUSIVE HOMES INC	\$ 616.02
LC 16-0942	2	TAX EASE FLORIDA REO LLC	\$ 592.12
LC 16-0950	2	WILLIAMS RICHARD KEITH; WILLIAMS CATHY L	\$ 442.62

Page Two
October 4, 2016 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

<u>Case No.</u>	<u>Dist. #</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 16-0994	2	RA TLC 2010 HOLDINGS	\$ 1,812.92
LC 16-0788	3	CAYMAN INVESTMENT PARTNERS LLC	\$ 311.40
LC 16-0801	3	BANK OF NEW YORK MELLON TRUSTEE	\$ 1,096.25
LC 16-0869	3	SAMOSKA ESTHERANN	\$ 250.02
LC 16-0946	3	HERNANDEZ GLORIA	\$ 174.40
LC 16-0797	4	KENNERLY EDITH LORETTA	\$ 181.55
LC 16-0872	4	TARPON IV LLC	\$ 255.25
LC 16-0873	4	TARPON IV LLC	\$ 250.85
LC 16-0672	6	FIKE ANITA	\$ 498.95
LC 16-0720	6	ALUMNI PARTNERS II LLC	\$ 197.94
LC 16-0731	6	JACOBS WILLIESTEINA	\$ 279.10
LC 16-0739	6	BLIZZARD CAROL A	\$ 318.78
LC 16-0748	6	SHAIKH MOHAMMED JAMEEL	\$ 365.85
LC 16-0784	6	SWINBURNE IDA MAY LIFE ESTATE; REM: IDA MAY SWINBURNE; REM: DAPHNE WHITE	\$ 349.62
LC 16-0802	6	TILERIN CADEAU W; TILERIN LUDIE JOSEPH	\$ 183.78
LC 16-0805	6	TYNDALL LINDA	\$ 176.21
LC 16-0813	6	RUSSELL STACEY L	\$ 254.68
LC 16-0842	6	TFLTC LLC	\$ 202.56
LC 16-0847	6	TARPON IV LLC	\$ 302.94
LC 16-0849	6	TRUST NO 10303	\$ 176.94
LC 16-0858	6	SMITH ROBERT W	\$ 264.36
LC 16-0864	6	WATSON COLIN E	\$ 594.90
LC 16-0878	6	JPMORGAN CHASE BANK N A	\$ 230.91
LC 16-0881	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 376.35
LC 16-0893	6	WELLS FARGO BANK MINNESOTA NA TR	\$ 689.45
LC 16-0895	6	KASSYE TESFAI M	\$ 886.62
LC 16-0903	6	J P F D INVESTMENT CORP	\$ 482.12

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

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

ACTION REQUESTED: Approval and execution of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 1, 2, 3, 4, and 6.

JVW/BC:th

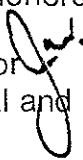


Interoffice Memorandum

AGENDA ITEM

September 12, 2016

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

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

**CONTACT PERSON: John Smogor, Chairman
Development Review Committee
407 836-5616**

SUBJECT: October 4, 2016 — Consent Item
Avalon Cove Planned Development
Adequate Public Facilities Agreement
(Related to Case # LUP-15-07-193)

The proposed Avalon Cove Planned Development (PD) contains 67.08 gross acres and is generally located within the Horizon West - Village H Specific Area Plan (SAP), on the west side of Avalon Road / C.R. 545, immediately south of Seidel Road. Excluding natural waterbodies and wetlands, the subject property is designated Estate District on the Village H SAP Recommended Land Use Plan (LUP). Through rezoning application # LUP-15-07-193, the PD would provide for the development of forty-nine (49) single-family residential dwelling units on 19.6 net developable acres.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of Adequate Public Facilities (APF) lands, which are based on the ratio of required APF acres to net developable acres within the SAP. For the Village H SAP, the adopted ratio of APF acres to net developable acres is 1.0 to 7.60. In the event that APF land requirements cannot be met within a particular PD, an owner may obtain the required APF acreage credits from other property owners within the Village who have excess APF lands, or may pay a fee to the County equal to the value of the ratio of required APF lands.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Avalon Cove PD is subject to the attached APF Agreement which recognizes that the project is accountable for a minimum of 2.58 acres of APF lands. With no on-site APF lands, the project also carries an APF deficit of 2.58 acres.

Page Two

October 4, 2016 — Consent Item

Avalon Cove Planned Development Adequate Public Facilities Agreement
(Related to Case # LUP-15-07-193)

As addressed in the subject Agreement, and in order to satisfy their APF deficit, this owner has opted to pay an APF fee to the County, equal to the value of the ratio of required APF lands, and based on the average fair market value of land as established by resolution of the Board of County Commissioners (BCC) in accordance with the consumer price index.

The Avalon Cove APF Agreement received a recommendation of approval from the Orange County Development Review Committee on July 27, 2016, and has been placed on the October 4, 2016 BCC consent agenda for concurrent consideration with the associated PD rezoning request. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Avalon Cove PD by and between Hanover Hickory Nut, LLC and Orange County for the Horizon West – Village H. District 1

JVW/JS:rep

Attachments

APF Agreement
Avalon Cove PD 2016
Hanover Hickory Nut, LLC

This instrument prepared by and after
recording return to:

Miranda F. Fitzgerald, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

Tax Parcel I.D. No: 08-24-27-0000-00-002

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR AVALON COVE PD**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR AVALON COVE PD (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between HANOVER HICKORY NUT, LLC, a Florida limited liability company, whose mailing address is 2420 S. Lakemont Avenue, Suite 450, Orlando, Florida 32814 ("Owner") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County").

RECITALS:

A. Owner is the fee simple owner of certain real property located in Orange County, Florida, as more particularly described in Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by this reference (The "PD Property").

B. The PD Property, now known as the Avalon Cove PD, is identified as Parcel 9 on the Orange County Comprehensive Plan 2010-2030 (the "Comprehensive Plan") Future Land Use Map with the "Village" land use designation as same is described and depicted in the Village H Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the "BCC") on June 13, 2006 (the "Village H SAP"), and as amended on June 10, 2008.

C. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan ("CPP") amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995. The Hickory Cove PD has relied on the prior approvals of the Horizon West Study and the Village H SAP, and on the Village H SAP approvals and studies included in the SAP.

D. The Village H SAP contemplates certain single family residential uses within the PD Property.

E. Owner desires to develop the PD Property in accordance with the Hickory Cove PD Land Use Plan submitted by Owner to County and with the PD zoning application on file with County.

F. The Goals, Objectives, and Policies contained in the Future Land Use Element of the Comprehensive Plan have been implemented through Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance") adopted by the BCC on May 20, 1997, as may be amended.

G. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that Owner enter into a developer's agreement addressing the conveyance to the County of adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in the agreement, pursuant to Section 30-714(c). The parties have agreed that this Agreement constitutes such agreement.

H. If Owner is unable to convey sufficient adequate public facilities lands to County, the APF/TDR Ordinance, at Sections 30-712(b) and 30-714(d), states that Owner may make payment of an adequate public facility lands fee to County. Additionally, the APF/TDR Ordinance, at Section 30-714(g), allows for application of APF acreage credits to satisfy an APF deficiency.

I. It is the intent of the parties that County will consider approval of Hickory Cove PD with its consideration of this Agreement.

J. The PD Property contains approximately 19.6 acres of **net** developable land, and Section 30-714 of the APF/TDR Ordinance requires 1 acre of public facilities acreage for every 7.60 acres of net developable land (the "APF Ratio").

K. When applied to the PD Property, the APF Ratio requires approximately 2.58 acres of public facilities lands.

L. As shown on the PD Land Use Plan for the Avalon Cove PD, and as described in this Agreement, Owner is not providing any acreage of adequate public facilities land (the "APF Land") to County, thereby creating an APF deficit of 2.58 acres.

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

AGREEMENT

1. Recitals. The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.

2. APF Deficit. The Village H APF Ratio requires that Owner convey to County approximately 2.58 acres of APF Land. This Agreement provides for no conveyance of APF Land, thereby creating a 2.58 acre APF deficit.

3. APF Fee / Acreage Credits. Owner will pay to County an APF Fee of Forty One Thousand Two Hundred Fifty Six and No/100 Dollars (\$41,256.00) per acre for 2.58 acre(s), for a total of One Hundred Six Thousand Four Hundred Forty and 48/100 Dollars (\$106,440.48), to account for the APF deficit, representing Owner's full and final APF contribution for the PD Property. Owner has agreed that payment of the APF Fee shall occur prior to or in connection with Planned Development approval.

4. Recording. Within thirty (30) days of the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense.

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

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

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with the Project and/or the PD Property; or
- (iv) any combination of the foregoing.

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

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

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owner; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and burden of the parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

7. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

8. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

COUNTY: Orange County, Florida, c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407- 836-7370

With copies to: Orange County Community, Environmental,
and Development Services Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407-836-5600

Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8070
Telephone: 407-836-8070

Owner: Hanover Hickory Nut, LLC
2420 S. Lakemont Avenue, Suite 450
Orlando, Florida 32814
Attn: T. Benjamin Snyder
Telephone: 407-206-9304

With a copy to: Miranda F. Fitzgerald, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801
Telephone: 407-843-4600

9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

10. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

11. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

12. Attorney Fees. Each party to this Agreement agrees to bear its own attorney and other legal fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

13. Survival. The obligations of this Agreement shall survive the conveyance of the APF Lands to County.

14. Amendments. No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and formally executed in the same manner as this Agreement.

15. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.

16. Counterparts. This Agreement may be executed in up to two (2) counterparts, both of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing either such counterpart.

17. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

APF Agreement
Avalon Cove PD 2016
Hanover Hickory Nut, LLC

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

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners
By: _____
Deputy Clerk
Print: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APF Agreement
Avalon Cove PD 2016
Hanover Hickory Nut, LLC

WITNESSES:

Richard Perkinson
Print Name: Richard Perkinson

Ben Snyder
Print Name: Ben Snyder

HANOVER HICKORY NUT, LLC, a Florida
limited liability company

By: HANOVER LAND COMPANY, LLC, a
Florida limited liability company, its Managing
Member

By: Stephen Drosz
Print
Name: Stephen Drosz
Title: Vice President

Date: August 1, 2016

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Stephen Drosz, as
Vice President of HANOVER LAND COMPANY, LLC, the Managing
Member of HANOVER HICKORY NUT, LLC, a Florida limited liability company, who is
known by me to be the person described herein and who executed the foregoing, this 1st day of
August, 2016. S/he 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 last aforesaid this 1st day
of August, 2016.

Peggy Jensen
Notary Public
Print Name: _____

My Commission Expires: _____

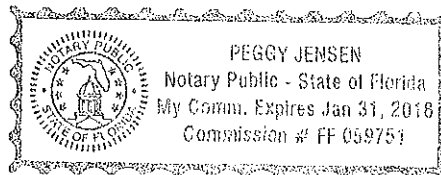


Exhibit "A"

Legal Description

LEGAL DESCRIPTION (O.R.B. 10464, PAGE 8434)

THE NORTH 1/2 OF THE NORTHWEST 1/4 LYING WEST OF THE ROAD AND THE
EAST 3/4 OF THE NORTH 1/2 OF
THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 24 SOUTH,
RANGE 27 EAST, ORANGE
COUNTY, FLORIDA.

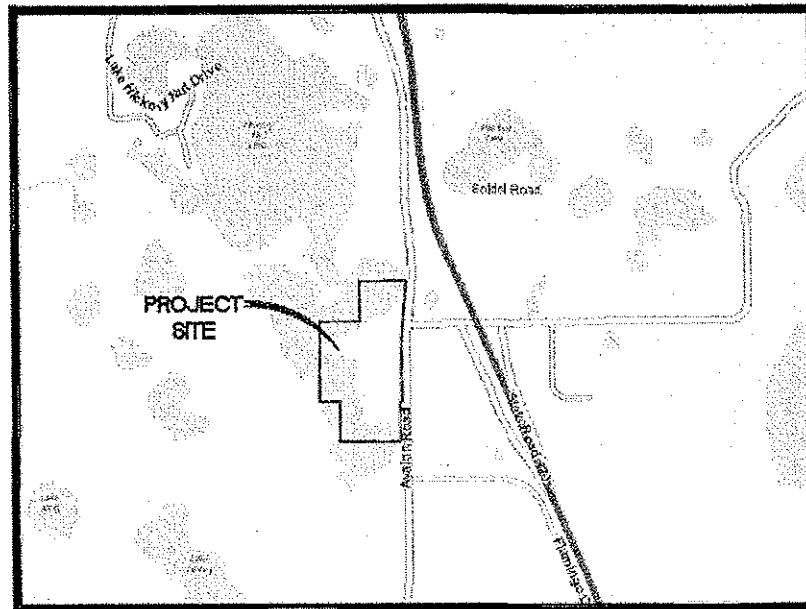
AND

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (LYING WEST OF
ROAD) SECTION 5, TOWNSHIP 24 SOUTH, RANGE
27 EAST, ORANGE COUNTY, FLORIDA.

Exhibit "B"

Project Area Location Map

LOCATION MAP



SECTION 08 TOWNSHIP 24S RANGE 27E LATITUDE 28° 33' 06"N LONGITUDE 81° 20' 10"W
SCALE: NTS



Interoffice Memorandum

I. CONSENT AGENDA
COMMUNITY, ENVIRONMENTAL AND
DEVELOPMENT SERVICES
DEPARTMENT

3

AGENDA ITEM

September 9, 2016

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

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

CONTACT PERSON: **Lori Cuniff, Manager**
Environmental Protection Division
(407) 836-1406

SUBJECT: October 4, 2016 - Consent Item
Environmental Protection Commission Recommendation for a
Variance Request for the Santini Dock Construction Permit BD-
16-06-061

On October 27, 2015, the Orange County Environmental Protection Division (EPD) issued an After-the-Fact Dock Construction Permit (BD-14-02-009) for property owned by Celia Santini, located at 820 Rosemere Circle, on Lake Rose. This permit authorized the construction of a 5.2 foot wide finger dock with a terminal platform size of 411 square feet. This included a side setback variance due to the dock's location being 2.8 feet from the adjacent property to the north (824 Rosemere Circle).

On June 16, 2016, EPD received an application to modify Dock Construction Permit BD-14-02-009 that included an Application for Variance. The applicant proposes to add a boat house to the south side of the terminal end of the existing finger pier. A variance to Section 15-342(c) is required in an effort to allow the existing walkway to remain in its current configuration with a width of 5.2 feet, instead of the five foot maximum width allowed by Code.

During the August 31, 2016 public hearing, the Environmental Protection Commission (EPC) voted to uphold the recommendation of the Environmental Protection Officer (EPO) and approve the request for variance to Section 15-342(c)(walkway width).

ACTION REQUESTED: **Acceptance of Recommendation of the Environmental Protection Commission to approve the request for Variance to Orange County Code, Chapter 15, Article IX, Section 15-342(c), walkway width for the Santini Dock Construction Permit BD-16-06-061. District 1**

JVW/LC: mg

Attachments



ENVIRONMENTAL
PROTECTION
COMMISSION

David Ward
Chairman

Jonathan Huels
Vice Chairman

Sally Arwell

Alex Preisser

Glenn Dunkelberger

Mark Corbett

Mark Ausley

ENVIRONMENTAL PROTECTION DIVISION

Lori Cunniff, CEP, CHMM, Deputy Director

Community, Environmental and Development Services Department

3165 McCarty Place, Suite 200

Orlando, FL 32803-3727

407-836-1400 • Fax 407-836-1499

www.ocfl.net

ORANGE COUNTY
ENVIRONMENTAL PROTECTION COMMISSION

PROJECT NAME: Santini - 820 Rosemere Circle

PERMIT APPLICATION NUMBER: BD-16-06-061

LOCATION/ADDRESS: 820 Rosemere Circle, Orlando

RECOMMENDATION:

PURSUANT TO ORANGE COUNTY CODE, CHAPTER 15, ARTICLE IX, SECTION 15-350(B), APPROVE THE REQUEST FOR VARIANCE TO ORANGE COUNTY CODE, CHAPTER 15, ARTICLE IX, SECTION 15-342(C) WALKWAY WIDTH FOR THE SANTINI DOCK CONSTRUCTION PERMIT # BD-16-06-061.

☒ EPC AGREES WITH THE ACTION REQUESTED, AS PRESENTED

☐ EPC DISAGREES WITH THE ACTION REQUESTED, AS PRESENTED AND HAS MADE THE FOLLOWING RECOMMENDATION:

Signature of EPC Chairman:

David R. Ward

DATE EPC RECOMMENDATION RENDERED:

8/3/16



APPLICATION TO CONSTRUCT A DOCK APPLICATION FOR VARIANCE

(Pursuant to Orange County Code, Chapter 15, Article IX, Section 15-350(a)(1))

Mail or
Deliver To: Orange County Environmental Protection Division
800 Mercy Drive, Suite 4
Orlando, Florida 32808
(407) 836-1400, Fax (407) 836-1499

****Enclose a check for \$409.00 payable to The Board of County Commissioners****

I Sheila Cichra on behalf of Celia Santini (if applicable) pursuant to Orange County Code Chapter 15, Article IX, Section 15-350(a)(1) am requesting a variance to section 342 (c) of the Orange County Dock Construction Ordinance.

1. Describe how strict compliance with the provisions from which a variance is sought would impose a unique and unnecessary hardship on the applicant (the hardship cannot be self-imposed):

There is an existing dock that has a 2.8' setback and is 5' 2" wide that we want to re-use. That would be more environmentally sound than tearing it out and rebuilding.

2. Describe the effect of the proposed variance on abutting shoreline owners:

There will be no negative impact to navigation or view.

Notice to the Applicant:

The environmental protection officer, environmental protection commission and the Board of County Commissioners may require additional information necessary to carry out the purposes of this article.

A variance application may receive an approval or approval with conditions when such variance: (1) would not be contrary to the public interest; (2) where, owing to special conditions, compliance with the provisions herein would impose an unnecessary hardship on the permit applicant; (3) that the hardship is not self-imposed; and (4) the granting of the variance would not be contrary to the intent and purpose of this article.

By signing and submitting this application form, I am applying for a variance to the Orange County Dock Construction Ordinance 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, or local permits prior to commencement of construction. I understand that knowingly making any false statements or representation in this application is a violation of Sections 15-341 & 15-342, Orange County Code.

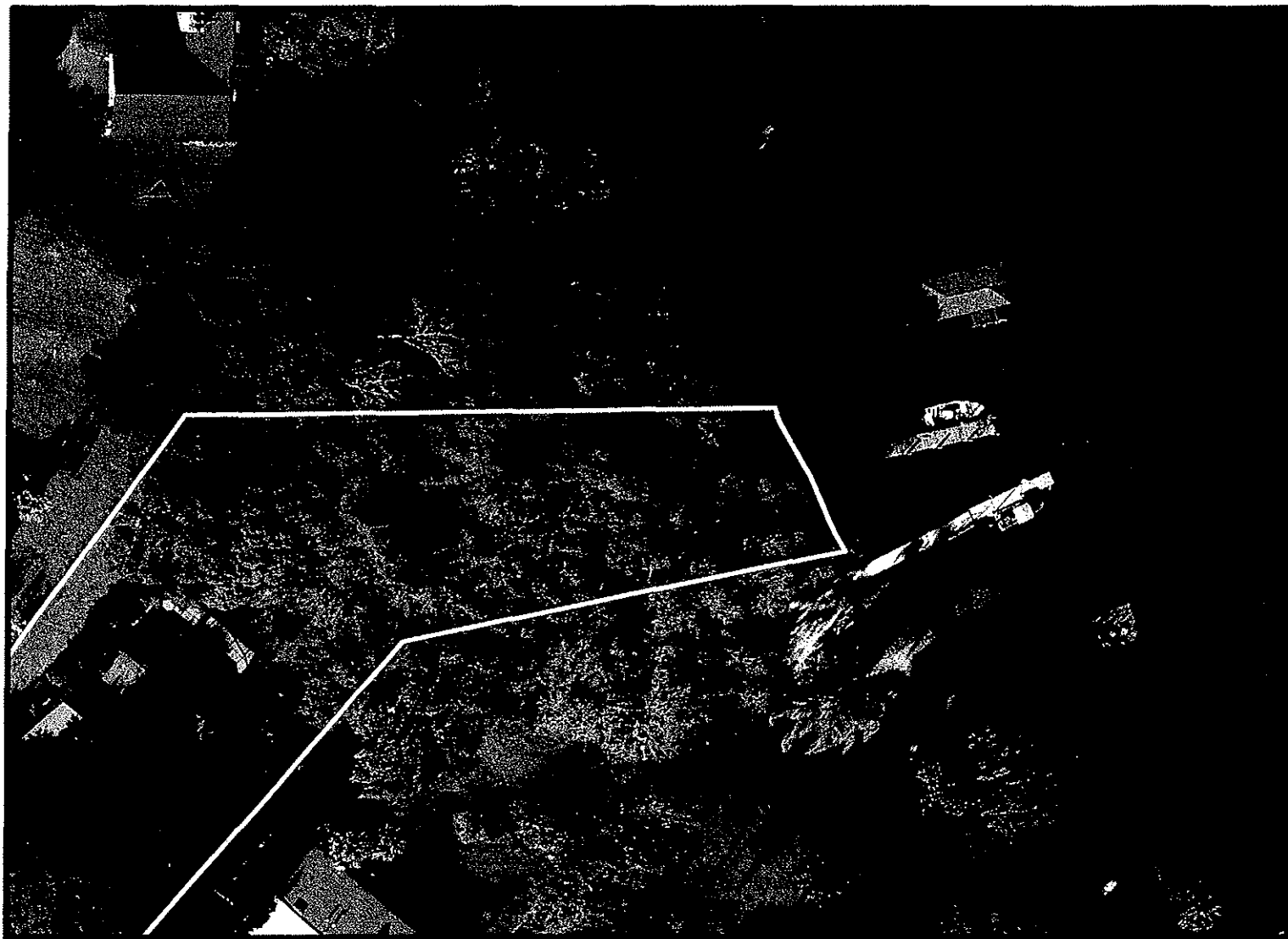
Name of Applicant: Sheila Cichra

Signature of Applicant/Agent 

Date: 08/26/2016

Corporate Title (if applicable): President, Streamline Permitting, Inc.

Application to Construct a Dock with a Variance



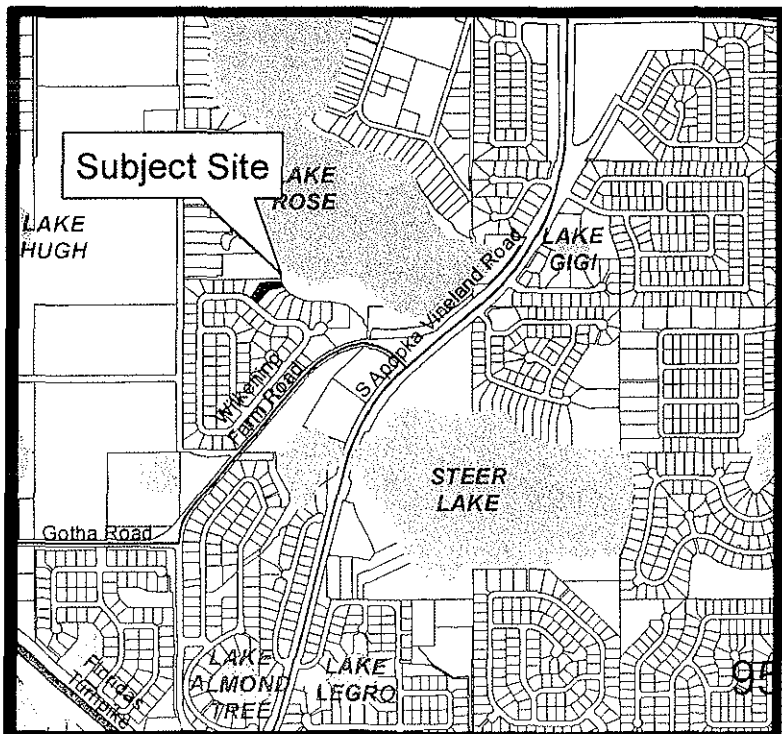
Variance Request
15-342(c) walkway width

District #1

Applicant: Celia Santini
Parcel ID: 34-22-28-4726-00-560

Project Site

Property Location ■





Interoffice Memorandum
COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT

August 31, 2016

TO: Environmental Protection Commission

FROM: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development Services Department

SUBJECT: Celia Santini Dock Construction Variance Request

Reason For Public Hearing

The applicant, Celia Santini, is requesting approval of a variance to Orange County Code, Chapter 15, Article IX, Section 15-342(c) walkway width.

Location of Property/Legal Description

The project site is located at 820 Rosemere Circle in Orlando on Lake Rose. The parcel ID for the site is 34-22-28-4726-00-560. Attachment A is a location map. The subject property is located in Orange County Commission District 1.

Public Hearing Notifications

The applicant, agent, and owners of the shoreline properties situated within 300 feet of the property on which the proposed dock is located were notified of the request for variances on June 21, 2016.

Staff Findings

On October 27, 2015, an After-the-Fact Dock Construction Permit (BD-14-02-009) issued to Ms. Santini authorized the construction of 5.2 foot wide finger pier dock with a terminal platform size of 411 square feet. This included a side setback variance due to the dock's location being only 2.8 feet from the adjacent property to the north (824 Rosemere Circle).

On June 16, 2016, EPD received an application to modify Dock Construction Permit BD-14-02-009. The applicant proposes to add a boat house to the south side of the terminal end of the existing finger pier. A variance to Section 15-342(c) is required in an effort to allow the existing walkway to remain in its current configuration with a width of 5.2 feet, instead of the 5.0-foot maximum width allowed by Code. EPD received an Application for Variance on August 4, 2016.

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

To address Section 15-350(a)(1)(1) The applicant stated that *"the property [line] pies dramatically making it very difficult to construct even the smallest boat dock within the required setbacks. There is an existing dock that has a 2.8' setback and is 5.2' wide that we want to re-use. That would be more environmentally sound than tearing it out and rebuilding."*

To address Section 15-350(a)(1)(2) the applicant shall describe the effect of the proposed variance on abutting shoreline owners and has stated that *"there will be no negative impact to navigation or view. The affected adjacent property owner has signed a letter of no objection."*

Enforcement Action

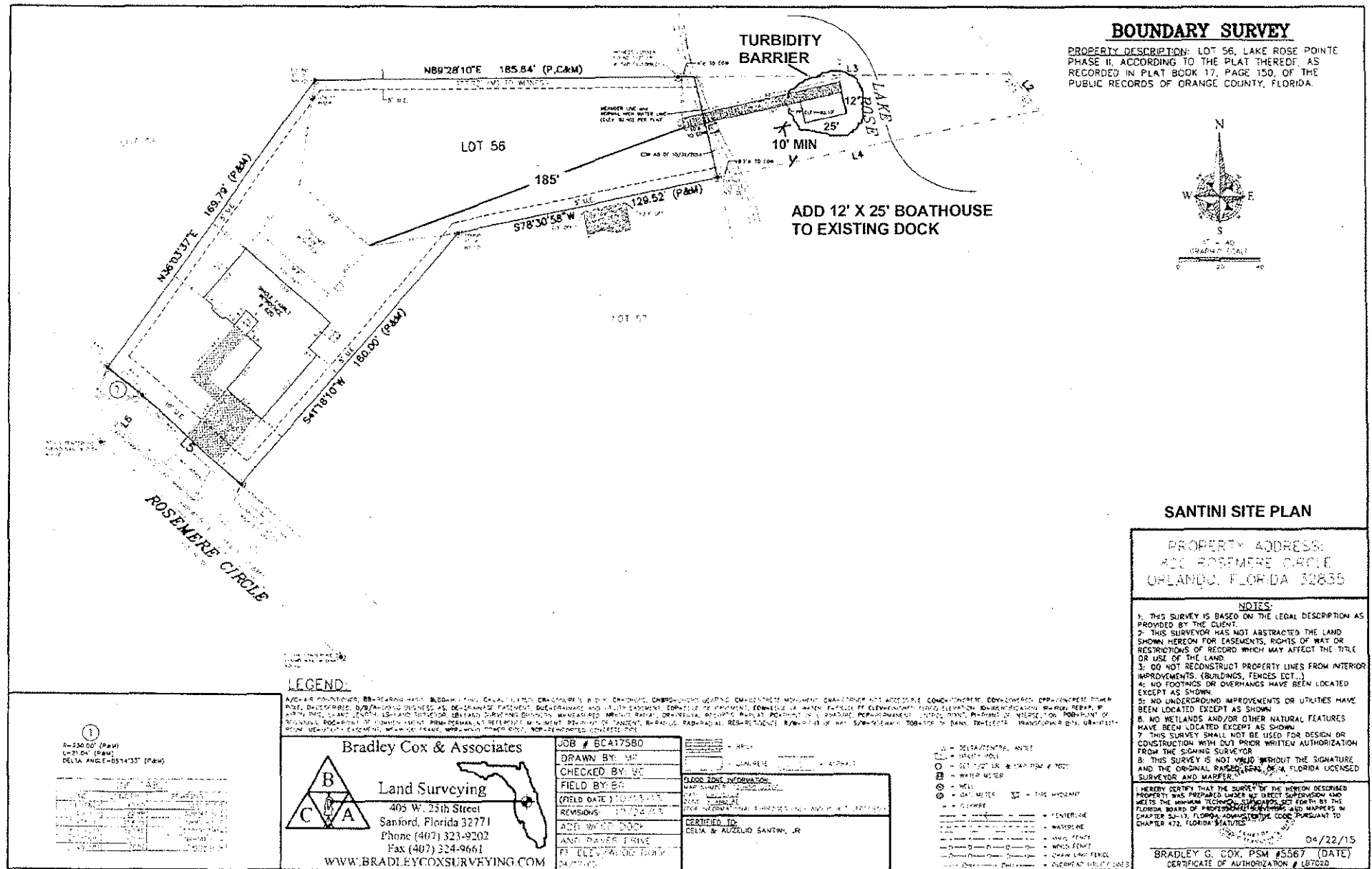
There currently is no enforcement action for this property.

Staff Recommendation

Although the Applicant has not clearly demonstrated that the hardship is not self-imposed, she believes there is a unique hardship to have to remove and rebuild the existing access walkway. It was determined that this will not negatively impact the environment and there have been no objections to the variance request. Therefore the recommendation of the EPO is to approve the request for variance to Orange County Code.

<u>ACTION REQUESTED</u>	<u>PURSUANT TO ORANGE COUNTY CODE, CHAPTER 15, ARTICLE IX, SECTION 15-350(B), APPROVE THE REQUEST FOR VARIANCE TO ORANGE COUNTY CODE, CHAPTER 15, ARTICLE IX, SECTION 15-342(C) WALKWAY WIDTH FOR THE SANTINI DOCK CONSTRUCTION PERMIT # BD-16-06-061.</u>
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AK/NT/ERJ/LC:gfdjr





Interoffice Memorandum

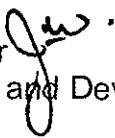
I. CONSENT AGENDA
COMMUNITY, ENVIRONMENTAL AND
DEVELOPMENT SERVICES
DEPARTMENT

4

AGENDA ITEM

September 9, 2016

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

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

**CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1405**

SUBJECT: October 4, 2016 - Consent Item
Environmental Protection Commission Recommendation for a
Variance Request to Roof Height for a previously issued Boat
Dock Permit BD-16-02-021 for applicant Weylin Sing

The project site is located at 7860 Ficquette Road on Lake Hancock. The Parcel ID No. is 27-23-27-4452-00-122. The subject property is located in Orange County Commission District 1.

On May 5, 2016, the Environmental Protection Division (EPD) issued Boat Dock Permit BD-16-02-021 for the Sing property on the southeastern shoreline of Lake Hancock. The previously issued boat dock permit included an Administrative Waiver to Section 15-343(b) for side setback.

On May 25, 2016, EPD received an application to modify the issued boat dock permit to allow for a taller roof. The applicant has submitted a Request for Variance to Section 15-342(e), requesting a roof height of 16 feet above the floor elevation. No other aspect of the previously issued boat dock permit has been proposed for change.

During the August 31, 2016 public hearing, the Environmental Protection Commission voted to uphold the recommendation of the Environmental Protection Officer (EPO) and approve the request for variance to Orange County Code, Chapter 15, Article IX, Section 15-342(e) (roof height) for the Sing Dock Construction Permit BD-16-02-021.

ACTION REQUESTED: Acceptance of Recommendation of the Environmental Protection Commission to uphold the Recommendation of the Environmental Protection Officer to approve the request for Variance to Section 15-342(e) (Roof Height) for the Sing Dock Construction Permit BD-16-02-021. District 1

JVW/LC: mg
Attachments



APPLICATION TO CONSTRUCT A DOCK APPLICATION FOR VARIANCE

(Pursuant to Orange County Code, Chapter 15, Article IX, Section 15-350(a)(1))

Mail or Orange County Environmental Protection Division
Deliver To: 3165 McCrory Place, Suite 200
Orlando, Florida 32803
(407) 836-1400, Fax (407) 836-1499

****Enclose a check for \$409.00 payable to The Board of County Commissioners****

I Weylin Sing on behalf of Weylin Sing (if applicable) pursuant to Orange County Code Chapter 15, Article IX, Section 15-350(a)(1) am requesting a variance to section 15-342 (e) of the Orange County Dock Construction Ordinance.

1. Describe how strict compliance with the provisions from which a variance is sought would impose a unique and unnecessary hardship on the applicant (the hardship cannot be self-imposed):
Increase maximum roof height of boat dock to 16 feet to accomodate the installation of custom boat lift to be able to elevate boat propeller above the water line to level of deck and allow installation of customized overhead boat cover system.
2. Describe the effect of the proposed variance on abutting shoreline owners:
Elevating roof height on our corner parcel should not impact abutting shoreline owners.
Undeveloped wetlands exist on the adjacent south parcel.

Notice to the Applicant:

The environmental protection officer, environmental protection commission and the Board of County Commissioners may require additional information necessary to carry out the purposes of this article.

A variance application may receive an approval or approval with conditions when such variance: (1) would not be contrary to the public interest; (2) where, owing to special conditions, compliance with the provisions herein would impose an unnecessary hardship on the permit applicant; (3) that the hardship is not self-imposed; and (4) the granting of the variance would not be contrary to the intent and purpose of this article.

By signing and submitting this application form, I am applying for a variance to the Orange County Dock Construction Ordinance 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, or local permits prior to commencement of construction. I understand that knowingly making any false statements or representation in this application is a violation of Sections 15-341 & 15-342, Orange County Code.

Name of Applicant: Weylin Sing

Signature of Applicant/Agent [Signature] Date: 03/22/16

Corporate Title (if applicable): _____

Dock Construction Variance Request



Dock Construction Variance Request

District # 1

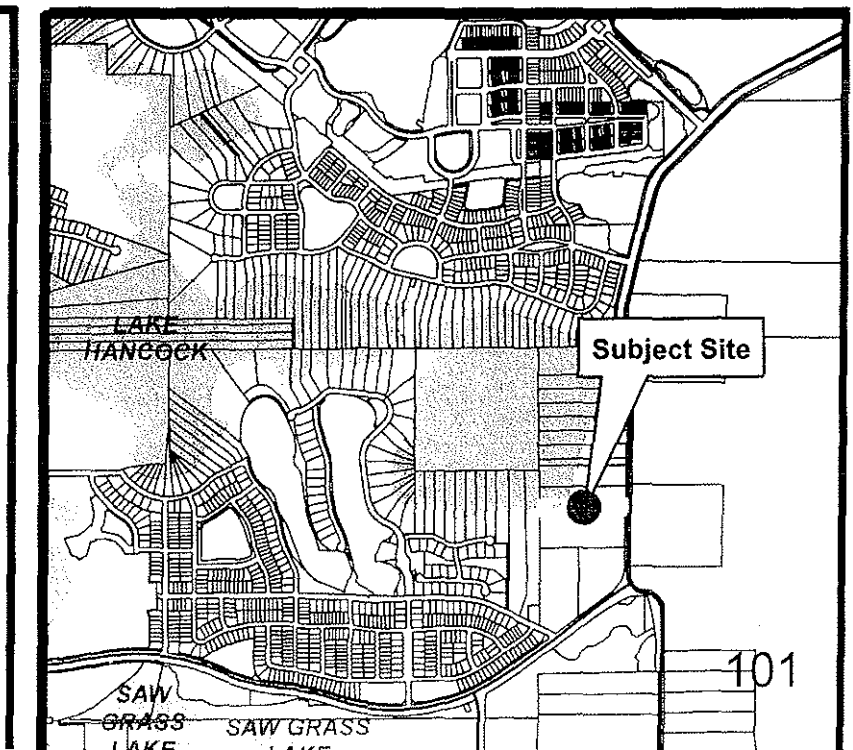
Applicant: Weylin Sing

Parcel IDs: 27-23-27-4452-00-122

Project Site

Property Location ●

101





ENVIRONMENTAL
PROTECTION
COMMISSION

David Ward
Chairman

Jonathan Huels
Vice Chairman

Sally Atwell

Alex Preisser

Glenn Dunkelberger

Mark Corbett

Mark Ausley

ENVIRONMENTAL PROTECTION DIVISION

Lori Cunniff, CEP, CHMM, Deputy Director

Community, Environmental and Development Services Department

3165 McCrory Place, Suite 200

Orlando, FL 32803-3727

407-836-1400 • Fax 407-836-1499

www.ocfl.net

ORANGE COUNTY ENVIRONMENTAL PROTECTION COMMISSION August 31, 2016

PROJECT NAME:

Weylin Sing

PERMIT APPLICATION NUMBER:

Modification to BD-16-02-021

LOCATION/ADDRESS:

7860 Ficquette Road

RECOMMENDATION:

PURSUANT TO ORANGE COUNTY CODE, CHAPTER 15, ARTICLE IX, SECTION 15-350(b), APPROVE THE REQUEST FOR VARIANCE TO SECTION 15-342(e) (ROOF HEIGHT) FOR THE SING BOAT DOCK MODIFICATION PERMIT# BD-16-02-021.

☒ EPC AGREES WITH THE ACTION REQUESTED, AS PRESENTED

☐ EPC DISAGREES WITH THE ACTION REQUESTED, AS PRESENTED AND HAS MADE THE FOLLOWING RECOMMENDATION:

Signature of EPC Chairman:

David R. Ward

EPC RECOMMENDATION DATE:

8/31/16



Interoffice Memorandum
COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT

August 31, 2016

TO: Environmental Protection Commission

FROM: Lori Cunniff, CEP, CHMM, Deputy Director *L. Cunniff*
Community, Environmental and Development Services Department

SUBJECT: Weylin Sing Dock Construction Variance Request

Reason For Public Hearing

The applicant, Weylin Sing, is requesting a variance to Section 15-342(e) (roof height) for a previously issued Boat Dock Permit.

Location of Property/Legal Description

The project site is located 7860 Ficquette Road on Lake Hancock. The Parcel ID is 27-23-27-4452-00-122. The subject property is located in Orange County Commission District 1.

Public Hearing Notifications

The applicant and agent were notified of the hearing on August 5, 2016.

Staff Findings

On May 5, 2016 the Environmental Protection Division (EPD) issued Boat Dock Permit BD-16-02-021 for the Sing property on the southeastern shoreline of Lake Hancock. The previously issued boat dock permit included an Administrative Waiver to Section 15-343(b) for side setback.

On May 25, 2016 EPD received an application to modify the issued boat dock permit to allow for a taller roof. The applicant has submitted a Request for Variance to Section 15-342(e), requesting a roof height of 16 feet above the floor elevation. No other aspect of the previously issued boat dock permit has been proposed for change.

Roof Height Variance

Section 15-342(e) states, "The maximum roof height shall be no higher than twelve (12) feet above the floor elevation." The current plan is for the dock roof height to be 16 feet above the deck to accommodate a custom boat cover that is installed on a track system located under the roof above the boat. This system requires the boat be elevated to the level of the deck to facilitate covering and also requires a two foot clearance above the top of the boat for the track.

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

To address Section 15-350(a)(1)(1), the applicant has stated that *"Increase maximum roof height of boat dock to 16 feet to accommodate the installation of custom boat lift to be able to elevate boat propeller above the water line to level of deck and allow installation of customized overhead boat cover system."*

To address Section 15-350(a)(1)(2), the applicant has stated that *"Elevating roof height on our corner parcel should not impact abutting shoreline owners. Undeveloped wetlands exist on the adjacent south parcel."*

Pursuant to Section 15-347(a), notices of the variance request for the roof height were sent to the neighboring shoreline property owners within 300 feet. No objections have been received to date.

Included as attachments with this staff report are location map, variance request, site plans, and photos.

Enforcement Action

Enforcement Case 16-451847 for unauthorized fill in wetlands is associated with this property. The fill was identified at the time of permitting for the original dock. The owners were quick to acknowledge the impact and restore the shoreline through fill removal and plantings. The restoration has recently been completed, but will require a follow-up inspection for verification of survival of the plantings.

Staff Recommendation

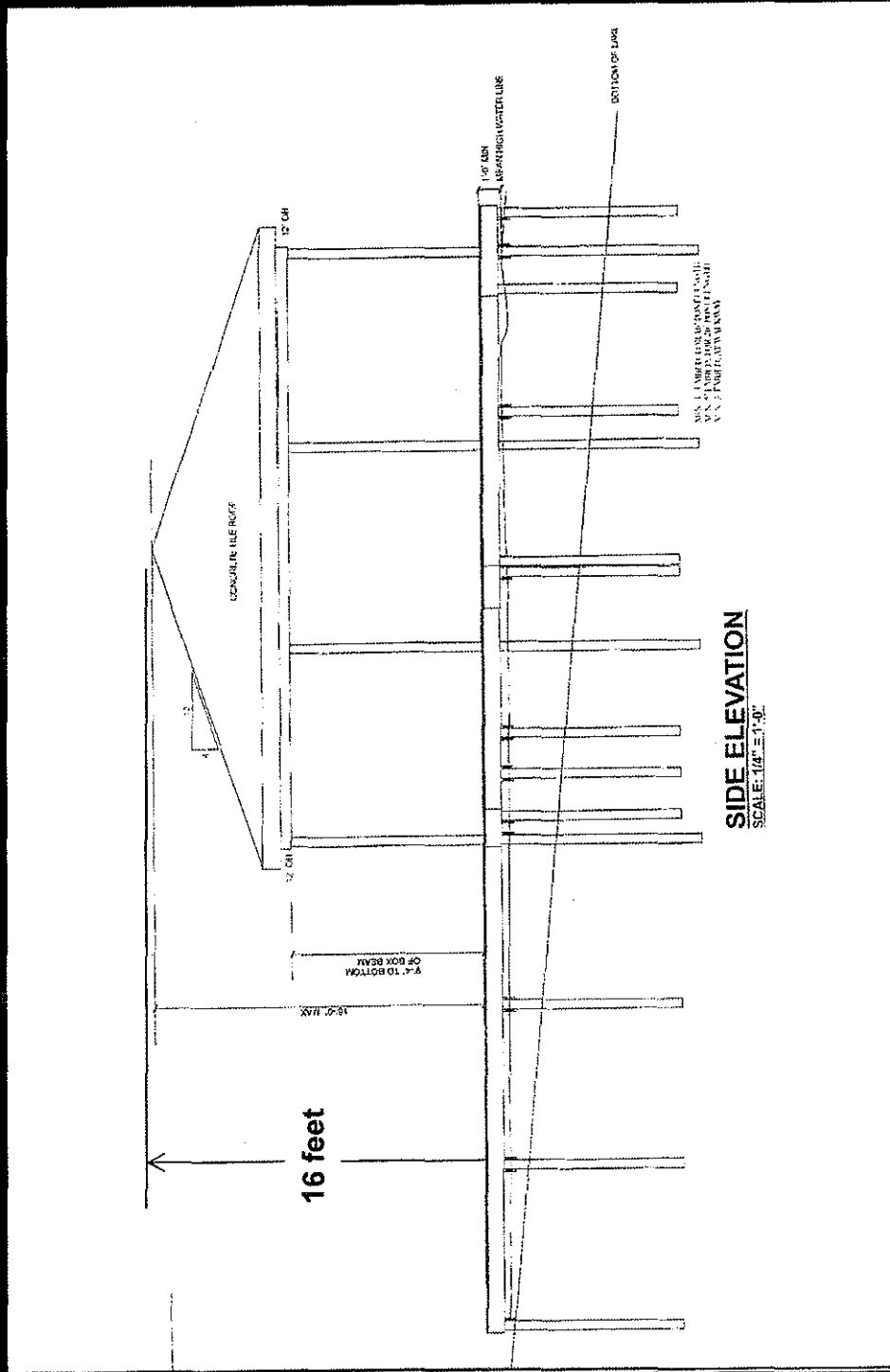
Although the Applicant has not clearly demonstrated that the hardship is not self-imposed, he believes there is a unique hardship to accommodate the custom boat cover system relative to the size of his boat. It was determined that this will not negatively impact the environment and there have been no objections to the variance request. Therefore the recommendation of the EPO is to approve the request for variance to Orange County Code.

<u>ACTION REQUESTED</u>	<u>PURSUANT TO ORANGE COUNTY CODE, CHAPTER 15, ARTICLE IX, SECTION 15-350(b), APPROVE THE REQUEST FOR VARIANCE TO SECTION 15-342(e) (ROOF HEIGHT) FOR THE SING BOAT DOCK MODIFICATION PERMIT# BD-16-02-021.</u>
--------------------------------	--

CRS/NT/ERJ/LC:



Proposed Modification





Interoffice Memorandum

AGENDA ITEM

September 12, 2016

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

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

CONTACT PERSON: John Smogor, Planning Administrator, Planning Division
PHONE NUMBER: 407-836-5616

SUBJECT: October 4, 2016 – Consent Item
Request for Rescission of the Lake Bryan Development of
Regional Impact

The Lake Bryan Development of Regional Impact (DRI) was originally approved on July 30, 1996, and contains 162.48 acres. The project is generally located east of Vineland Avenue, west of International Drive, and north of World Center Drive. The existing DRI development program consists of 2,000 hotel rooms and 225,000 square feet of tourist commercial uses.

Pursuant to Section 380.06(29), Florida Statutes, areas within the Urban Service Area of Orange County, Florida are recognized as a Dense Urban Land Area ("DULA"). Furthermore, Section 380.115, Florida Statutes, states that a DRI located within a DULA may be rescinded upon demonstrating that all required mitigation related to the amount of development that existed on the date of rescission has been completed.

According to the attached "Request for Rescission" of the Lake Bryan DRI, the applicant indicated that all required mitigation related to the amount of existing development has been completed, and that no unmitigated development exists. The applicant also submitted a Change Determination Request (CDR) to amend the Lake Bryan Planned Development / Land Use Plan (PD/LUP), by incorporating conditions from the existing DRI Development Order (DO) into the PD/LUP and amending other aspects of the PD/LUP.

On August 10, 2016, the Orange County Development Review Committee (DRC) recommended approval of the "Request for Rescission" of the Lake Bryan DRI and the related PD substantial change.

Page Two

October 4, 2016 - Consent Item

Request for Rescission of the Lake Bryan Development of Regional Impact

Finally, the Specific Project Expenditure Report and Relationship Disclosure forms have been completed in accordance with the requirements of Ordinance 2008-14. Copies of these forms may be located in the Planning Division for further reference.

ACTION REQUESTED: Adoption and execution of Order Approving Rescission of the Development Order for the Lake Bryan Development of Regional Impact. District 1

JVW/JS/OH:rep

Attachment

**ORDER APPROVING RESCISSION OF
THE DEVELOPMENT ORDER FOR THE LAKE BRYAN DEVELOPMENT OF
REGIONAL IMPACT**

THIS ORDER APPROVING RESCISSION OF THE DEVELOPMENT ORDER FOR THE LAKE BRYAN DEVELOPMENT OF REGIONAL IMPACT is issued by **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the "County"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393.

FACTUAL BACKGROUND

1. The original development order ("the "Original Development Order") for the Lake Bryan Development of Regional Impact (the "Lake Bryan DRI") was approved by the Orange County Board of County Commissioners (the "County Commission") on July 30, 1996, as recorded in the Official Records Book 5100, Page 797 of the Public Records of Orange County, Florida.
2. The documents described within this section are all recorded in the Public Records of Orange County, Florida at the indicated Book and Page. The Original Development Order was amended by: (i) The First Amendment to Development Order approved by Orange County on January 23, 2001, as recorded in Official Records Book 6182, Page 4670 (the "First Amendment"); and ii) The Second Amendment to Development Order approved by Orange County on December 18, 2007, as recorded in Official Records Book 9551, Page 1007 (the "Second Amendment").
3. The Original Development Order, the First Amendment and the Second Amendment shall collectively be referred to as the Lake Bryan DRI Development Order.
4. WGML Investments, Ltd., and PRN Real Estate & Investments, Ltd., (together the "Owners") are the successors in interest to BML Investments and PRN Investments as the developer of the Lake Bryan DRI, as more particularly described on EXHIBIT A attached hereto and incorporated by reference (the "Property").
5. Pursuant to Section 380.06(19)(c)2, Florida Statutes, on November 21, 2011, the Owners timely filed a Notification of Extension of Commencement, Phase Buildout, and Expiration Dates for the Lake Bryan DRI.
6. On December 21, 2011, Orange County acknowledged the extension of the Phase 1B buildout date to November 30, 2015, the extension of the buildout date to November 30, 2020, and the extension of the termination date of November 30, 2020.
7. Pursuant to Section 380.06(19)(c)2, Florida Statutes, on October 27, 2015, the Owners timely filed a second Notification of Extension of Commencement, Phase Buildout, and Expiration Dates for the Lake Bryan DRI.

8. On November 4, 2015, Orange County acknowledged the extension of the Phase 1B buildout date to July 31, 2016, protection against downzoning date to July 31, 2019, the extension of the buildout date to July 31, 2021, and the extension of the termination date of July 31, 2021.
9. Pursuant to Section 380.115, Florida Statutes, if a development which has received a DRI development order is located within a dense urban land area ("DULA"), as defined in Section 380.06(29), Florida Statutes, and therefore, is exempt from further DRI review, "if requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency, as defined in s. 380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies." Orange County is identified on the list of qualifying communities as published by the Department of Economic Opportunity.
10. A Request for Rescission of the Lake Bryan DRI Development Order (the "Request") dated January 19, 2016, was submitted to the County on behalf of the DRI developer, and provided documentation that: (i) the property is located within the adopted urban service area for Orange County, and (ii) all required mitigation related to the amount of existing development has been completed.
11. Based on the information contained in the Request, the County has confirmed that all required mitigation related to the amount of existing development has been completed as of the date of this Order.
12. Pursuant to Section 380.115(1), Florida Statutes, a change in any development of regional impact guideline or standard does not abridge or modify any vested or other right or duty or obligation pursuant to any development order or agreement that is applicable to a development of regional impact.
13. The Lake Bryan PD will remain in effect and will control the development of the Lake Bryan development once the Lake Bryan DRI Development Order is rescinded. Certain of the conditions of approval in the Original Development Order as set forth on Exhibit "B" attached hereto and incorporated herein by reference are requested to be incorporated into the Lake Bryan PD.
14. The inclusion of these conditions into the Lake Bryan PD ensures that all required mitigation related to the amount of development that existed on the date of this Order has been completed or will be completed under an equivalent authorization issued by a governmental agency as defined in Section 380.031(6), Florida Statutes, provided such permit or authorization is subject to enforcement through administrative or judicial remedies.

RESCISSION OF THE DEVELOPMENT ORDER

Based on the information contained herein, the County hereby rescinds the Development Order for the Lake Bryan Development of Regional Impact.

The Lake Bryan PD, as amended from time to time, shall govern the development of the Property, which was subject to the Lake Bryan DRI Development Order prior to this Order.

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

CERTIFICATE OF SERVICE

A certified copy of this Order Approving Rescission of the Lake Bryan DRI Development Order has been sent by U.S. Mail to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, MSC 160, Tallahassee, FL 32399 and to the East Central Florida Regional Planning Council at 309 Cranes Roost Boulevard, Suite 2000, Altamonte Springs, FL 32701 this _____ day of _____, 2016.

County Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

The West 1/4 of Section 26, Township 24 South, Range 28 East, less the Southwest 1/4 of the Southwest 1/4 of said Section 26; Also: The Northwest 1/4 of the Northeast 1/4 of Lots 1, 2, 3, 4, 29, 30 and 32 of Munger's Subdivision, as recorded in Plat Book E, Pages 22 and 23 of Section 27, Township 24 South, Range 28 East, including "BRYAN BEACH ESTATES", as recorded in Plat Book V, Page 109, Public Records of Orange County, Florida; Also: The Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 24 South, Range 28 East, and Lot 33 of Munger's Subdivision, as recorded in Plat Book E, Pages 22 and 23 of Section 27, Township 24 South, Range 28 East, less all Right-of-ways.

AND (TRACT "A")

OR Bk 5100 Pg 823
Orange Co FL 5709925

That part of Lot 53 of Willis R. Munger's Subdivision, Section 26, Township 24 South, Range 28 East, as recorded in Plat Book "E", Page 23, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of Section 26, run N. 89°56'51" W. along the South line of said Northwest 1/4 a distance of 1354.71 feet to a point lying 15.00 feet S. 00°22'22" W. of the Southwest corner of said Lot 53; thence departing said South line, run N. 00°22'22" E. along the Southerly projection of the West line and along the West line of said Lot 53 a distance of 481.33 feet for the Point of Beginning; thence continue N. 00°22'22" E. along said West line a distance of 179.96 feet to the Northwest corner of said Lot 53; thence S. 89°52'02" E. along the North line of said Lot 53 a distance of 100.78 feet to the proposed Westerly right-of-way line of International Drive, said point being a point on a curve concave Westerly and having a radius of 2229.33 feet; thence from a chord bearing of S.02°18'54" W. run Southerly along said proposed Westerly right of way line and the arc of said curve 180.14 feet through a central angle of 04°37'47" to a point on said curve; thence departing said proposed Westerly right-of-way line run N. 89°52'02" W. 94.68 feet to the Point of Beginning.

LESS: (TRACT "B")

That part of the West 1/4 of Section 26, Township 24 South, Range 28 East, Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 26; thence run S. 89°37'19" E. along the North line of said Northwest 1/4 a distance of 1204.09 feet for a Point of Beginning; thence continue S. 89°37'19" E. along said North line a distance of 125.00 feet to the Northeast corner of the West 1/4 of said Section 26; thence run S. 00°22'22" W. along the East line of said West 1/4 a distance of 1255.33 feet; thence departing said West line run

N. $10^{\circ}19'13''$ W. a distance of 390.24 feet to the point of curvature of a curve concave Easterly and having a radius of 2927.29 feet; thence run Northerly along the arc of said curve 530.96 feet through a central angle of $10^{\circ}23'33''$ to the point of tangency; thence N. $00^{\circ}04'20''$ E. a distance of 344.09 feet to the Point of Beginning.

AND ALSO LESS: that part of the West 1/4 of said Section 26 being more particularly described as follows:

OR Bk 5100 Pg 824
Orange Co FL 5709925

(TRACT "C")

Commence at the Northwest corner of the Northwest 1/4 of said Section 26; thence run S. $89^{\circ}37'19''$ E. along the North line of said Northwest 1/4 a distance of 1329.09 feet to the Northeast corner of the West 1/4 of said Section 26; thence run S. $00^{\circ}22'22''$ W. along the East line of said West 1/4 a distance of 2645.15 feet to the South line of said Northwest 1/4; thence departing said South line run S. $00^{\circ}22'18''$ W. along the East line of said West 1/4 a distance of 79.09 feet for a Point of Beginning; thence continue S. $00^{\circ}22'18''$ W. along said East line a distance of 1,252.39 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 26; thence S. $89^{\circ}59'23''$ W. along the South line of said Northwest 1/4 of the Southwest 1/4 a distance of 62.50 feet; thence departing said South line run N. $00^{\circ}22'18''$ E. a distance of 650.31 feet to the point of curvature of a curve concave Easterly and having a radius of 2,927.29 feet; thence run Northerly along the arc of said curve 575.11 feet through a central angle of $11^{\circ}15'24''$ to the point of tangency; thence N. $11^{\circ}37'42''$ E. a distance of 31.68 feet to the Point of Beginning.

AND ALSO LESS: (TRACT "D")

That part of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 26, run N. $68^{\circ}00'26''$ E. 294.16 feet; thence N. $46^{\circ}06'25''$ E. 341.22 feet; thence N. $56^{\circ}46'44''$ E. 165.62 feet; thence N. $38^{\circ}24'07''$ E. 127.46 feet; thence N. $82^{\circ}53'50''$ E. 17.53 feet; thence S. $57^{\circ}07'28''$ E. 127.58 feet; thence S. $63^{\circ}15'00''$ E. 66.59 feet; thence S. $77^{\circ}38'55''$ E. 154.59 feet; thence N. $83^{\circ}42'44''$ E. 201.83 feet; thence N. $58^{\circ}36'26''$ E. 100.63 feet to the East line of the aforementioned South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 26; thence S. $00^{\circ}22'23''$ W. along said East line 481.33 feet to the Northeast corner of said Northwest 1/4 of the Southwest 1/4; thence departing said East line run S. $89^{\circ}58'54''$ W. along the North line of said Northwest 1/4 of the Southwest 1/4 a distance of 1354.77 feet to the Point of Beginning.

AND ALSO LESS: (TRACT "E")

The Northwest 1/4 of the Southwest 1/4 of Section 26, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Northwest 1/4 of the Southwest 1/4 run N. 00°55'32" E. along the West line of said Northwest 1/4 of the Southwest 1/4 a distance of 1329.79 feet to the Northwest corner of said Northwest 1/4 of the Southwest 1/4; thence departing said West line run N. 89°58'54" E. along the North line of said Northwest 1/4 of the Southwest 1/4 a distance of 1354.77 feet to the Northeast corner of said Northwest 1/4 of the Southwest 1/4; thence departing said North line run S. 00°22'18" W. along the East line of the Northwest 1/4 of the Southwest 1/4 and the West line of Lots 76 & 85, of Willis Munger's Subdivision as recorded in Plat Book E, Page 22, of the Public Records of Orange County, Florida, and a projection and an extension thereof a distance of 1329.00 feet to the Southeast corner of said Northwest 1/4 of the Southwest 1/4; thence departing said line run S. 89°57'17" W. along the South line of said Northwest 1/4 of the Southwest 1/4 a distance of 1367.64 feet to the Point of Beginning.

The above described parcel being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of Section 27, Township 24 South, Range 28 East, Orange County, Florida; thence run N. 89°57'00" E. along the North line of said Northeast 1/4 of Section 27, a distance of 2726.71 feet to the Northwest corner of the Northwest 1/4 of Section 26, Township 24 South, Range 28 East; thence run S. 89°37'49" E. along the North line of said Northwest 1/4 of Section 26, a distance of 1203.69 feet to the point on the West right-of-way of International Drive, said point lying N. 89°37'49" W. 125.00 feet of the Northeast corner of said Northwest 1/4 of Section 26; thence run Southerly along said right-of-way line, the following courses: run S. 00°03'43" W. 344.09 feet to the point of curvature of a curve concave Easterly, and having a radius of 2927.29 feet; thence run Southerly along the arc of said curve 530.96 feet through a central angle of 10°23'33" to the point of tangency; thence run S. 10°19'50" E. 390.24 feet to a point on the East line of the West 1/4 of said Section 26, thence leaving said West right-of-way line of International Drive, run S. 00°21'45" W. along said East line of the West 1/4 of Section 26, a distance of 732.21 feet to the Northwest corner of Lot 53 of Willis R. Munger's subdivision of Section 26, Township 24 South, Range 28 East, as recorded in Plat Book "E" Page 23, of the Public Records of Orange County, Florida; thence run S. 89°52'03" E. along the North line of said Lot 53, a distance of 100.78 feet to a point on the aforesaid West right-of-way line of International Drive, said point being on a curve concave Easterly, having a radius of 2229.33 feet, a chord of 181.31 feet, and a chord bearing of S. 02°17'12" W.; thence run Southerly along the arc of said curve and said West right-of-way line, 181.36 feet; thence leaving said West right-of-way line, run N. 89°55'51" W. parallel with the North line of said Lot 53, a distance of 94.68 feet to a point on the aforesaid East line of the West 1/4 of Section 26, said point lying N. 00°21'45" E. 481.33 feet of the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 26; thence leaving said East line run, S. 58°35'46" W. 100.63 feet; thence S. 83°42'04" W. 201.83 feet; thence N. 77°39'35" W. 154.59 feet; thence N. 63°15'40" W. 66.59 feet; thence N. 57°08'08" W. 127.58 feet; thence S. 82°53'10" W. 17.53 feet; thence S. 38°23'27" W. 127.46 feet; thence S. 56°46'04" W. 165.62 feet; thence S. 46°05'45" W. 341.22 feet; thence S. 67°58'46" W. 294.16 feet to the Southwest corner of said Northwest 1/4 of Section 26, thence

run N. $00^{\circ}55'07''$ E. along the West line of said Northwest 1/4 of Section 26, a distance of 664.90 feet to a point on the Easterly extension of the South line of Lot 33, of Willis R. Munger's Subdivision of Section 27, Township 24 South, Range 28 East, as recorded in Plat Book "E" Page 23, Public Records of Orange County, Florida; thence run S. $89^{\circ}53'46''$ W. along the South line of said Lot 33, and the Easterly extension thereof, 336.68 feet to the Southwest corner of said Lot 33; thence run N. $00^{\circ}47'56''$ E. along the West lines of Lots 32 and 33 of said Willis R. Munger's Subdivision, of Section 27, a distance of 1329.96 feet to the Northwest corner of said Lot 32; thence run S. $89^{\circ}55'56''$ W. 339.45 feet to the Northeast corner of Lot 30, of said Willis R. Munger's Subdivision, of Section 27; thence run S. $00^{\circ}40'46''$ W. along the East line of said Lot 30, and along the East line of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 27, a distance of 1330.13 feet to the Southeast corner of said Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 27; thence run S. $89^{\circ}53'46''$ W. 673.35 feet to the Southwest corner of said Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 27; thence run N. $00^{\circ}26'25''$ E. along the West line of said Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 27; and the Northerly extension thereof, 667.68 feet to a point on the South line of "BRYAN BEACH ESTATE", as recorded in Plat Book "V", Page 109, Public Records of Orange County, Florida; thence run S. $89^{\circ}56'02''$ W. along said South line of "BRYAN BEACH ESTATES" 1352.26 feet to a point on the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 27; thence run N. $00^{\circ}02'19''$ W. along the West line of said Northwest 1/4 of the Northeast 1/4 of Section 27, a distance of 1328.40 feet to the Point of Beginning.

Containing 162.48 acres more or less.

OR Bk 5100 Pg 826
Orange Co FL 5709925

EXHIBIT "B"

PROPOSED ADDITIONAL CONDITIONS

1. Vegetation, Wildlife and Wetlands. The Lake Bryan PD will abide by the following conditions:

A. Subject to final wetland jurisdictional determinations by Orange County and the SFWMD, wetlands to remain unaltered and wetlands which may be removed are shown on the Land Use Plan, dated "Received *", exclusive of wetlands which may be altered to allow recreational access to the Lake Bryan shoreline. The wetland that extends from east to west and severs Parcel 4 may be removed if the SFWMD and Orange County approve the encroachment and approve a mitigation plan that addresses this impact. Buffer areas of native transitional and/or upland vegetation averaging 50 feet wide and with a minimum width of 25 feet shall be retained around all wetlands that are to remain unaltered, as shown on the Land Use Plan. Development of wetlands to remain unaltered and their buffers shall be restricted by conservation easement or fee simple transfer that is conveyed to Orange County, the SFWMD or a non-profit conservation organization that has both the commitment and resources to manage and preserve the site in perpetuity. Such easements or other transfers shall name Orange County and the State of Florida as benefiting parties with the rights to require restoration and enforcement should the conservation intent of the transfer be violated. Such transfers shall be accomplished and recorded in the Public Records of Orange County before development occurs on the site

B. All wetland buffers shall be delineated with temporary construction fencing or similar barriers prior to construction within adjacent parcels to allow these areas to be maintained with existing native vegetation. Use of these buffers shall be limited to docks, boardwalks, pervious trails and passive, natural systems based recreation, all of which require appropriate permitting prior to use. Approval of such uses is neither granted nor implied by the approval of this land use plan. Exotic vegetation may not be planted in these buffers, but may be removed if it is now established, or if it should become established within these areas.

C. Clearing and alteration of the Lake Bryan shoreline and its associated wetlands shall be subject to Chapter 15, Article VII (Lakeshore Protection Regulations) and Article X (Wetland Conservation Areas) of the Orange County Code, and all other applicable federal, state and local regulations. All shoreline wetlands not approved for removal shall be preserved.

D. Prior to mass grading, clearing, grubbing, or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC).

2. Floodplains. Earthen fill or other activities within the 100 year floodplain shall not be allowed without corresponding compensatory storage. Earthen fill or other activities which would degrade the functional values of the 100 year floodplain shall not be allowed. The project site design and floodplain compensatory storage requirements shall be based on the information contained in the official FEMA Florida Insurance Rate Maps, supplemented by detailed topographical data, unless official FEMA acceptance of other floodplain data has been received.

3. Transportation Concurrency and Roadway Impact. This property is benefitted by Concurrency Vested Rights Certificate #06-30 for 2,000 hotel rooms and 225,000 square feet of retail uses. In the event the vested rights certificate ceases to be valid or if development in excess of that allowed by the vested rights certificate is proposed, then the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan/preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
4. Transportation Interconnectivity. The development plan's street system shall be interconnected to the maximum extent feasible in order to obviate the need to access higher classification roadways for internal access. Connections to adjacent projects and sharing of driveways along regional roadways are encouraged as indicated in the 2030 Orange County Comprehensive Plan policy ID2.1.5. Consistent with Policy ID 1.2.15, a landscape/pedestrian/utility easement, 20 feet in width, shall be required along each side of all collector and arterial road rights-of-way to the interior of any transit easement that also may be required.
5. Transit Systems.
 - A. The development shall comply with the County's International Drive Activity Center Comprehensive Plan requirement (Policy ID2.2.2) for a 15-foot transit easement and a separate 20-foot landscape, pedestrian, and utility easement needed for future roadway improvements. The easement areas required shall be shown on all plans and conveyed concurrently at time of platting or dedicated to the County via separate instrument prior to Development Plan Approval.
 - B. A shuttle service to the Orlando Airport and area attractions will be provided consistent with Orange County Plan Policy ID 2.2.3.
 - C. At the time it is determined by LYNX that transit service is needed within the project boundaries, the developer will coordinate with LYNX regarding the design and construction of bus shelters and amenities, signage, area lighting at bus stops/shelters, transit schedule, and information displays. Maintenance of the transit amenities shall be the responsibility of each property owner or the property owner's association. The Developer will be required to enter into an agreement with LYNX regarding monitoring of these transit requirements to ensure proper implementation.
 - D. Sidewalks shall be constructed to provide continuity from one parcel to another and will be constructed with a minimum width of ten feet along all major roads consistent with Orange County Plan Policy ID 2.3.2.
6. Other. Project construction personnel shall be notified through posted advisories or other methods, of the potential for artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during project construction, the Developer shall stop construction at the site of discovery and notify Orange County and the Division of Historic Resources of the Florida Department of State. From that date of notification, construction shall be suspended within a 100 foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site.



Interoffice Memo

September 12, 2016

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

AGENDA ITEM

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

CONTACT PERSON: Alberto Vargas, MArch., Manager, Planning Division
PHONE NUMBER: 407 836-5354

SUBJECT: October 4, 2016 – Consent Item
Department of Economic Opportunity (DEO) Technical
Assistance Grant for Pine Castle Urban Infill and
Redevelopment (UIAR) Plan

On May 2, 2016, the Planning Division applied for the DEO FY 2016-2017 Community Planning Technical Assistance Grant in the amount of \$65,000. The funds will be used to create an Urban Infill and Redevelopment Plan for the Pine Castle Station Area, according to the requirements under F.S. 163.2517. On June 29, 2016, Planning was notified that DEO granted the award in the amount of \$60,000. This is a reimbursement grant with four deliverable periods.

The work will begin mid-October. The plan will build upon previous outreach efforts and studies including the Urban Infill Master Plan, (2008), the Sand Lake Road Concept Plan (2011) the Orange Avenue Multimodal Corridor Study (2014), and the Pine Castle Action Plan Update (2016). The Planning Division will rely on staff and a continuing services consultant to conduct tasks required by the scope. The planning area runs along the Orange Avenue Corridor from the SR 528 to Hoffner Avenue. The Plan will be developed concurrently with the code update for the Pine Castle Station Area and may be used to obtain Urban Infill and Redevelopment designation provided in the Florida Statutes 163.2517.

ACTION REQUESTED: Approval and execution of Agreement # P0220 Grant Agreement State of Florida Department of Economic Opportunity by and between the State of Florida of Economic Opportunity and Orange County, Florida for the Community Planning Technical Assistance Grant in the amount of \$60,000. Districts 3 and 4

JVW/JS:rep
Attachments

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and **Orange County, Florida** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

I. GRANTEE AGREES:

A. Performance Requirements:

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

B. Type of Agreement:

This Agreement is a **cost reimbursement** agreement.

C. Agreement Period:

The term of this Agreement begins on July 1, 2016, and shall end on June 30, 2017. DEO shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee's satisfactory performance of all duties and obligations hereunder, as determined by DEO.

D. Agreement Payment:

This Agreement shall not exceed **Sixty Thousand Dollars (\$60,000)** which shall be paid by DEO in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. Renewal: This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Grantee; whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws of the State of Florida:

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.
2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

3. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.
4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., 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, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.
8. **Mandatory Disclosure Requirements:**
 - a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
 - b. **[Intentionally Omitted.]**
 - c. **Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.
 - 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.
 - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.
 - 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
 - d. **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any its affiliates, as defined by section 287.134(1)(a), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
 - 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;

- 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
- 3) submit bids, proposals, or replies on leases of real property to a public entity;
- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

9. [Intentionally Omitted.]

10. Information Release:

- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis

for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.

- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

11. Funding Requirements of Section 215.971(1), F.S.:

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must 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 (http://www.myfloridacfo.com/aadir/reference_guide/).
- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

G. Grantee Payments:

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures, with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<http://www.myfloridacfo.com/aadir/interest.htm>

H. Final Invoice:

Grantee shall submit the final invoice for payment to DEO no later than **60** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

I. Return or Recoupment of Funds:

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

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 Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.
7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

L. Employment Eligibility Verification:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Grantee to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
 - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

3. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

M. Duty of Continuing Disclosure of Legal Proceedings: (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., the provisions of this section are not applicable)

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and,
 - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Assignments and Subcontracts:

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and

liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

O. [Intentionally Omitted.]

P. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

Q. Requirements Applicable to the Purchase of or Improvements to Real Property:

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon Grantee granting to DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

R. Procurement:

Grantee shall, at a minimum, follow its internal procurement policies and procedures.

S. Insurance:

During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Grantee providing such insurance. The following types of insurance are required.

1. Grantee's Commercial General Liability Insurance:

Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3. Other Insurance:

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and

federal laws will govern disclosure of any confidential information received by the State of Florida.

2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the

notice. "Breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

U. Warranty of Ability to Perform:

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

V. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 C.F.R. Part 401 and any of its implementing regulations as applicable.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Grantee shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

W. Independent Contractor Status:

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in this

Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

X. Electronic Funds Transfer:

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. GRANTEE AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Grantee. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive, unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

H. Severability:

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Grantee's Signatory:

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

J. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Grantee and DEO Contacts:

DEO's Agreement Manager:

Stella Lewis
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8487
Facsimile: (850) 717-8522
Email: stella.lewis@deo.myflorida.com

Grantee's Agreement Manager:

Karen T. McGuire, Principal Planner
Orange County Planning Division
201 S. Rosalind Avenue, 2nd Floor
Orlando, FL 32802-1393
Telephone: (407) 836-5615
Facsimile: (407) 836-5862
Email: Karen.McGuire@ocfl.net

In the event that any of the information provided above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

L. Notices:

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

M. Attachments and Exhibits: Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice
- **Attachment 1-B:** Grant Agreement Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

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N. Execution:

I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY

ORANGE COUNTY, FLORIDA

By _____
 Signature
 Taylor Teepell

 Title Director of Community Development
 Date _____

By _____
 Signature
 Teresa Jacobs

 Title Mayor
 Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

A TRUE COPY

OFFICE OF GENERAL COUNSEL
 DEPARTMENT OF ECONOMIC OPPORTUNITY

ATTEST

By: _____
 Approved Date: _____

 Clerk/Deputy Clerk
 Approved as to form and legal sufficiency:

 Attorney

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Attachment 1

SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, F.S., and Specific Appropriation 2220, Chapter 2016-66, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** Grantee will utilize Agreement funds to undertake tasks necessary to create the *Urban Infill and Redevelopment Area (UIRA) Plan* ("Plan") for the *Pine Castle Corridor Area* along the S. Orange Avenue Corridor in Orange County, Florida. The Plan will incorporate all elements required by Sections 163.2511 and 163.2517, F.S.; including the following: identification of the target area; a memorandum of understanding with the Orange County School Board; identification of strategies to reduce crime; formulation of design standards; and development of an overall community vision, including desired land uses and development densities and intensities. Affordable housing strategies and programs to improve and upgrade existing structures will also be examined. Grantee shall include an implementation plan, which identifies action items, time frames, implementing entities, and associated costs. Financial incentives and economic development strategies will also be identified. The Plan will be shaped through extensive stakeholder input. Efforts will be made to involve populations previously underrepresented in the planning process.
3. **GRANTEE RESPONSIBILITIES:** To perform the tasks and timely provide DEO with the deliverables identified in this paragraph and in the table in paragraph 5 below pursuant to the terms of this Agreement.
 - A. **Deliverable 1: Background Analyses.** Grantee shall obtain input from stakeholder interviews, focus groups, and workshops/charrettes to develop a Public Outreach Plan, create a Steering Committee, produce a Data and Analysis Report, and identify the cost burden of the affordable housing supply as groundwork for developing a *Pine Castle Corridor Urban Infill and Redevelopment Area (UIRA) Plan*. Grantee shall:
 1. Develop the Outreach Plan which will be demonstrated by documentation of presentations and information provided to the public and feedback obtained from participants and focus groups and a summary report. Efforts will be documented to include previously underserved and underrepresented populations in the planning process.
 2. Create a Steering Committee to guide the outreach and implementation of the *Pine Castle Corridor UIRA Plan* which will be demonstrated by submittal of the members list and minutes from three of the committee's meetings.
 3. Produce the Data and Analysis Report, which will contain, at a minimum, details for the following planning issues pertaining to the *Pine Castle Corridor UIRA Study Area*:
 - a. identification of existing land uses;
 - b. community facilities and infrastructure;
 - c. obstacles and opportunities for redevelopment; and
 - d. a boundary map of the *Pine Castle Corridor UIRA Study Area*.
 4. Identify the cost burden of the affordable housing supply within the boundary of the *Pine Castle Corridor UIRA Study Area*.

- B. Deliverable 2: Community Input.** Grantee shall host three (3) community participation meetings that at a minimum: introduce issues and the visioning process; utilize the community visioning process; and present findings and recommendations for the *Pine Castle Corridor UIRA Study Area*.
1. The first meeting will be a kick-off meeting that introduces the *Pine Castle Corridor UIRA* issues and the visioning process.
 2. The second meeting will be a *Pine Castle Corridor UIRA* Visioning Workshop which identifies:
 - a. visual preferences for residential and non-residential development in the *Pine Castle Corridor UIRA Study Area*; and
 - b. community economic and livability goals for the *Pine Castle Corridor UIRA Study Area*.
 3. The focus of the third meeting will be to present the Findings and Recommendations generated from the previous *Pine Castle Corridor UIRA* Visioning Workshop.
- C. Deliverable 3: Develop Strategies.** Grantee shall produce two (2) plans that will provide the foundation for creation and development of the *Pine Castle Corridor UIRA Plan*:
1. An *Economic Development Plan* to include, at a minimum:
 - a. identification of key strategies for business retention creation;
 - b. evaluation of the educational needs in the area; and
 - c. possible partnership opportunities.
 2. An *Implementation Plan* to include, at a minimum:
 - a. a list of prioritized projects and time frames, with short, mid, and long-term solutions and associated funding sources; and
 - b. a list of pro forma projects for future redevelopment.
- D. Deliverable 4. *Pine Castle Corridor UIRA Plan Document*.** Grantee shall produce the *Pine Castle Corridor UIRA Plan*, in accordance with Section 163.2517(3), F.S., based upon the information obtained in Deliverables 1-3. The *Pine Castle Corridor UIRA Plan* will:
1. provide a map depicting the geographic areas proposed to be within the *Pine Castle Corridor UIRA* designation;
 2. demonstrate that the proposed *Pine Castle Corridor UIRA* is within an area designated urban in Orange County's Comprehensive Plan;
 3. identify and map existing areas such as zones, districts and communities located within the *Pine Castle Corridor* study area, and provide a framework for coordinating infill and redevelopment programs within the *Pine Castle Corridor UIRA Study Area*;
 4. include a Memorandum of Understanding between the district school board and Orange County regarding public school facilities located within the proposed *Pine Castle Corridor UIRA* to identify issues pertaining to the enhancement of facilities and programs in the proposed UIRA area and reuse of existing facilities;
 5. identify each neighborhood within the proposed area, provide community preservation and revitalization goals and projects for each neighborhood and area wide goals and projects through a collaborative community participation process, and provide guidance on how such projects will be implemented;
 6. identify how Orange County and community-based organizations intend to implement affordable housing programs, including but not limited to economic and community development programs administered by federal and state agencies within the UIRA;
 7. identify strategies for reducing crime;
 8. provide guidelines for adoption of land development regulations specific to the UIRA which are appropriate to fostering quality urban development and facilitating community preservation and revitalization goals;

9. identify and map existing transportation concurrency exception areas (TCEAs) and describe how public transportation, pedestrian, and bicycle mobility will be facilitated and enhanced, reducing the dependence on automobile use in the TCEA.
10. Identify incentives that Orange County may offer to new or expanding, existing businesses and redevelopment within the *Pine Castle Corridor UIRA*.

The *Pine Castle Corridor UIRA Plan* will form the basis of formal adoption of the area into the comprehensive plan. Grantee shall provide recommended revisions to the Orange County Comprehensive Plan and will designate the *Pine Castle Corridor UIRA* on the Future Land Use Map and provide appropriate guidance for the implementation of the *UIRA* through strategies in proposed text. Grantee shall provide these proposed recommendations in the form of map and text amendments to the Orange County Comprehensive Plan. The format will allow the amendment to be proposed for review by the community, the local planning agency, and the eventual adoption into Orange County's Comprehensive Plan.

4. **DEO RESPONSIBILITIES:** To receive and review deliverables and, upon approval of deliverables, process payment pursuant to the terms of this Agreement.
5. **DELIVERABLES:** The specific deliverables, tasks, minimum level of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Not to Exceed	Financial Consequences
Deliverable 1. Background Analyses. Grantee shall perform Background Analyses in accordance with paragraph 3.A. above. Deliverable due date: December 29, 2016	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. A public outreach plan, 2. Steering Committee members list and minutes from three meetings, 3. Data and Analysis Report, and 4. Identification of the cost burden of the affordable housing supply. Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.	\$18,500	As provided in paragraph 14 below.
Deliverable 2. Community Input. Grantee shall host three (3) community participation meetings in accordance with	Completion of Deliverable 2 as evidenced by submission of all of the following:	\$22,000	As provided in paragraph 14 below.

<p>paragraph 3.B. above to facilitate community input.</p> <p>Deliverable due date: March 30, 2017</p>	<p>1) One legible copy of all meeting outreach and marketing materials such as invite flyers and agendas.</p> <p>2) A written summary report of each meeting which at a minimum includes:</p> <ul style="list-style-type: none"> a) Identification of key outcomes; and b) a map of the <i>Pine Castle Corridor</i> Study Area. <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p> <p>Maps will be in color, contain a true north arrow, a geographic reference scale and a legend of significant features.</p>		
<p>Deliverable 3. <i>Develop Strategies.</i> Grantee shall produce an <i>Economic Development Plan</i> and an <i>Implementation Plan</i>, in accordance with paragraph 3.C. above.</p> <p>Deliverable due date: May 16, 2017</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ul style="list-style-type: none"> 1) An Economic Development Plan, and; 2) An Implementation Plan. <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	\$13,000	As provided in paragraph 14 below.

Deliverable 4. <i>Pine Castle Corridor UIRA Plan</i> Document and Proposed revisions to the Orange County Comprehensive Plan. Grantee shall produce the <i>Pine Castle Corridor UIRA Plan</i> and proposed revisions in accordance with paragraph 3.D., above. Deliverable due date: May 31, 2017	Completion of Deliverable 4 as evidenced by submission of all of the following: 1) The <i>Pine Castle Corridor UIRA Plan</i> ; and 2) proposed comprehensive plan revisions for the <i>Pine Castle Corridor UIRA</i> . Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.	\$6,500	As provided in paragraph 14 below.
Total Payments Not to Exceed: \$60,000			

6. **COST SHIFTING:** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. **INVOICE SUBMITTAL AND PAYMENT SCHEDULE:**

DEO agrees to disburse funds under this Agreement in accordance with the following schedule in the amount(s) identified per deliverable in paragraph 5 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, Funding Requirements of section 215.971(1), F.S., of this Agreement, Grantee's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project.

Subject to the terms and conditions of this Agreement, invoices for each deliverable shall be submitted to DEO's Agreement Manager by U.S. Mail or by electronic mail either (a) with a deliverable, or (b) no later than seven (7) calendar days after written notice to Grantee that DEO has accepted the deliverable. Invoices are not required to be submitted through the Ariba Supplier Network described in Section I.G.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachment 1-A hereto, an electronic copy of which shall be provided by DEO to the Grantee.**

Grantee shall provide one (1) invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, Grantee name and address, federal employer

identification number, the Agreement number, invoice number, date of invoice, dates of services, deliverable number, description of task and amount being requested (See Attachment 1-A).

The following documents shall be submitted with the itemized invoice:

a. For Tasks Performed by a Subcontractor:

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
2. Copies of invoices submitted to Grantee by the Subcontractor; and,
3. Proof of payment of invoices from the Subcontractor to Grantee for tasks performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

b. For Tasks Performed by Grantee's Employees:

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work. Copies of invoices submitted to Grantee by the Subcontractor.
2. Identification of Grantee's employees who performed tasks under this Agreement and, for each such employee:
 - a. The percentage of the employee's time devoted to tasks under this Agreement or the number of total hours each employee devoted to tasks under this Agreement.
 - b. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.
 - c. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
3. Invoices or receipts for other direct costs.
4. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

8. SUBCONTRACTS. In accordance with Section I.N.1., and subject to the terms and conditions in Sections I.N.2. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract shall be provided to DEO's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.

9. BUSINESS DAY; COMPUTATION OF TIME. For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 5:00 p.m. on that day.

10. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Unless otherwise required under paragraphs 3 or 5 above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to DEO for review and comment no later than ten (10) calendar days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If a preliminary draft deliverable is required under paragraphs 3 or 5 above, DEO shall provide comments to the Grantee no later than four (4) calendar days before the deliverable due date; and Grantee shall address DEO's comments in the deliverable submitted to DEO for payment.

11. LIMITED COMPLIANCE REVIEW; DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by review agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other review agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material previously prepared or prepared by another author. At the option of the Grantee, copies of relevant documents may be appended to documents submitted to DEO for payment.

12. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding section II.A of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be in accordance with the following:

- a. Requests for extension of one or more deliverable due dates shall be submitted in writing (which may be by electronic mail) to DEO's Agreement Manager no later than four (4) business days before the due date (or the earliest of multiple due dates for which the extension is requested);
- b. A request for extension must state the reason for the extension; and
- c. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority does not apply to an extension of the Agreement Period defined in Section I.C. of this Agreement.

13. REVIEW AND ACCEPTANCE OF DELIVERABLES. Deliverables shall be reviewed by DEO for sufficiency under this Agreement. Written notice of DEO's determination that the deliverable is sufficient or is not sufficient under this Agreement shall be provided to Grantee's Agreement Manager by U.S. Mail or electronic mail no later than fifteen (15) business days after receipt of the deliverable. For deliverables that DEO determines are insufficient, see paragraph 14.b. below.

14. FINANCIAL CONSEQUENCES. Pursuant to Section 1.E.8. of this Agreement, the following financial consequences shall be imposed for Grantee's failure to perform in accordance with this Agreement:

- a. **Late Deliverables:** If a deliverable as described in the above Scope of Work is provided to DEO more than five (5) business days late, a financial consequence of \$50 per business day, up to a maximum of \$500, shall be assessed until the deliverable is received by DEO. The financial consequence for a late deliverable is independent of, and does not preclude imposition of, a financial consequence if the deliverable is not sufficient to satisfy the requirements in the Scope of Work.
- b. **Insufficient Deliverable; Notice; Opportunity to Cure:**

1. If DEO reasonably determines that a deliverable described in this Scope of Work is not sufficient to satisfy the requirements in the Scope of Work, DEO shall provide notice of insufficiency and an opportunity to cure to Grantee's Agreement Manager in accordance with Section II.L. of this Agreement. Grantee shall have ten (10) business days from receipt of DEO's notice to provide a corrected deliverable that addresses the issues raised in the notice of insufficiency. DEO may extend this timeframe in writing one time for a period not to exceed ten (10) business days if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this paragraph will not extend the Agreement Period in section I.C. of this Agreement. An extension of time under this paragraph does not require an amendment to this Agreement. If Grantee does not correct the deliverable within the period available to cure the deficiency, a financial consequence of \$50 per business day, up to a maximum of \$500, shall be assessed for each business day until the corrected deliverable is received by DEO.
 2. If DEO reasonably determines that a corrected deliverable is not sufficient to satisfy the requirements in this Scope of Work, it shall provide notice to Grantee's Agreement Manager. Grantee shall not receive a second opportunity to cure. Beginning on the date of DEO's notice to Grantee that the corrected deliverable is not sufficient to satisfy the requirements in the Scope of Work, a financial consequence of \$50 per business day, up to a maximum of \$500, shall be assessed for each business day until a sufficient deliverable is received by DEO. Each deliverable must be deemed sufficient under the Scope of Work in DEO's reasonable judgment before the end of the Agreement Period in order for payment of an invoice for the deliverable to be made.
 - c. Imposition of the above described financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.
 - d. Failure to complete a deliverable will result in nonpayment for that deliverable.
- 15. NO PARTIAL OR PRO-RATED PAYMENTS.** No partial or pro-rated payments will be made without prior written modification in accordance with Section II.A. of this Agreement.
- 16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding Sections I.F.6. and I.F.10. of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a technical assistance grant from DEO for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.
- 18. NON-DISCRIMINATION.** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

19. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- a. Stop work under this Agreement on the date and to the extent specified in the notice,
- b. Complete performance of such part of the work as shall not have been terminated by DEO,
- c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest, and
- d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

20. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-B

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

Grant Agreement Final Closeout Form

FLAIR Contract ID:	_____	Contract Amount	_____ \$0.00
Recipient Name:	_____	Deobligated Funds	_____ \$0.00
Vendor ID:	_____	Final Contract Amount	_____ \$0.00
Contract End Date:	_____		

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO	_____ \$0.00
2. Total Recipient Expenditures	_____ \$0.00
3. Balance of Unexpended Program Income (from Section B)	_____ \$0.00
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____ \$0.00

Section B: Statement of Recipient Income

- ☐ There was no recipient income earned under this contract.
☒ The following recipient income was earned under this contract.

Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

- ☒ No tangible property was purchased in the contract period.
☐ All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____ Signature: _____
 Title: _____ Date Signed: _____

Section E: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income and Property Inventory are true and accurate.

Name: _____ Signature: _____
 Title: _____ Date Signed: _____

Date Updated: September 29, 2014

Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff 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 Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) 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 DEO 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 DEO. 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 the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) 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 \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the 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 the recipient resources obtained from other than Federal entities).

4. Title 2 C.F.R. part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to title 2 C.F.R. part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly.

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. 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 (for fiscal years ending September 30, 2004 or thereafter), 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 DEO 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 DEO, 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 nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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, Florida Statutes, 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).
4. Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myflorida.com/audgen/pages/flsaa.htm>

PART III: OTHER AUDIT REQUIREMENTS

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of 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. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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 (e) and (f), OMB Circular A-133, as revised.

2. 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 DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 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.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit 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.

PART V: RECORD RETENTION

1. The recipient shall retain 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, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, 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 DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained

until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.038 – DIVISION OF COMMUNITY DEVELOPMENT - \$ 60,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Activities are limited to those in Attachment 1, Scope of Work, of this Agreement.

NOTE: Title 2 C.F.R. § 200.331, 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.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?
_____ Yes _____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? _____ Yes _____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Interoffice Memorandum



AGENDA ITEM

September 12, 2016

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912 *Sonya Hill*
Sonya Hill, (407) 836-7409

SUBJECT: Filing of Head Start Policy Council Program Information and Updates
for the Official County Record
CONSENT AGENDA ITEM October 4, 2016

The Head Start Division requests filing of the program information and updates and meeting minutes for the official county record:

Head Start Policy Council Program Information and Updates
Head Start Policy Council Meeting Minutes

August 2016
July 21, 2016

ACTION REQUESTED: Receipt and filing of Head Start Policy Council Program Information and Updates August 2016 and Head Start Policy Council Meeting Minutes July 21, 2016 for the official county record.

SH/kp

C: George A. Ralls, M.D., Deputy County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamillem Clemens, Grants Supervisor, Finance Division
Patria Morales, Grant Coordinator, Office of Management and Budget



Lonnie C. Bell Jr.
Director, Family Services

Orange County Government

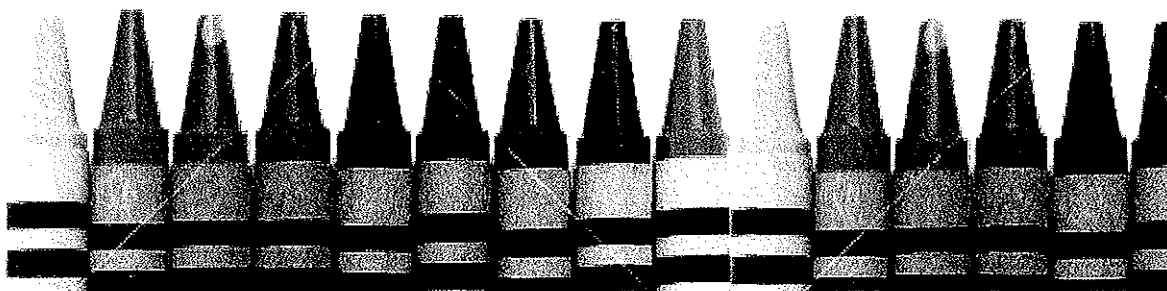
HEAD START POLICY COUNCIL

PROGRAM INFORMATION & UPDATES



Sonya L. Hill
Head Start Division Manager

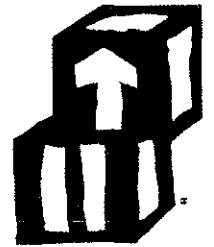
back to school



AUGUST 2016



**Orange County
Family Services Department
Head Start Division**



**POLICY COUNCIL
MONTHLY MEETING**

Who: Policy Council Members

Date: THURSDAY- AUGUST 18, 2016

Time: 6:30 PM

**Location: Great Oaks Village Dining Hall
1768 E. Michigan Street
Orlando, FL 32806**

C h i l d C a r e P r o v i d e d
(a light meal will be provided)

*Sandra Moore:
407-836-8913 (8am-5pm)
Email Sandra.moore2@ocfl.net*

SEE YOU THERE!!!!



AGENDA

Orange County Government • Head Start Policy Council • 1768 East Michigan Street
GOV Dining Hall • Orlando, Florida 32806

August 18, 2016

MEETING STARTS AT 6:30 p.m.

1. Call to Order – Chairperson
2. Roll Call – Secretary
3. Adoption of Agenda
4. Speakers
5. Secretary Report
 - a. Review of Minutes
6. Human Resources Report
7. Budget Report
8. Head Start Division Manager's Report – Sonya Hill, Head Start Division Manager
9. Commissioner/Commissioner's Liaison Report- Commissioner V. Siplin
10. Status of Board of County Commissioners Vote- Helen Hill
 - Approval of Head Start requests for filing of the Standard Operating Procedures
11. Service Area Reports
12. Old Business
 - a. Changing of the Guard
13. New Business
14. Public Comment
15. Adjourn



ORANGE COUNTY FAMILY SERVICES HEAD START EDUCATION

Recommended Staff Qualifications for hire

Name: Brittany Walker

Position: Teacher Assistant

- **Over 3 years experience working with young children**
- **Associate Arts in General Education**
- **Staff Credential Verification does not expire**
- **State mandated 45 hours w/ DCF**

Name: Laquanda McMillian

Position: Teacher aide

- **Over 9 years experience working with young children**
- **State mandated 45 hours w/ DCF**

Name: Sharlene Ball

Position: Teacher Assistant

- **National Credentialing Program CDA expires 5/18/2018**
- **Over 19 year experience working with young children**
- **Nemours Bright Start Early Literacy Training**
- **Staff Credential Verification expires 5/18/2018**

Name: Wendy Bakos

Position: Teacher assistant

- **Associate in Arts in Liberal Arts: Humanity & Social Science**
- **Over 7 years experience working with young children**

Name: Tina Rager

Position: Teacher assistant

- **Bachelors degree in Social Work**
- **Over 3 years experience working with young children**
- **Staff Credential verification does not expire**

Name: ShaNel Wardsworth

Position: Teacher

- **Bachelors of Science in Child Development**
- **Staff Credential verification does not expire**
- **State Mandated 45 hours**
- **VPK Department of Education Courses**
- **Director Credential expires 05/06/2020**
- **First Aid/CPR expires 08/2016**
- **Previous CLASS reliable experience**

Name: Porsha Nelson

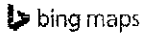
Position: Teacher

- **Associate in Arts Degree in General Education**
- **21 ECE Credits**
- **Staff Credential verification does not expire**
- **Fla. Child Development Associate Equivalency CDAE**
- **State Mandated 45 hours**
- **Director Credential expires 06/14/2021**

Name: Yadira Medina

Position: Teacher

- **Bachelors in Arts Degree in Early Childhood Education**
- **Staff Credential verification does not expire**
- **State Mandated 45 hours**



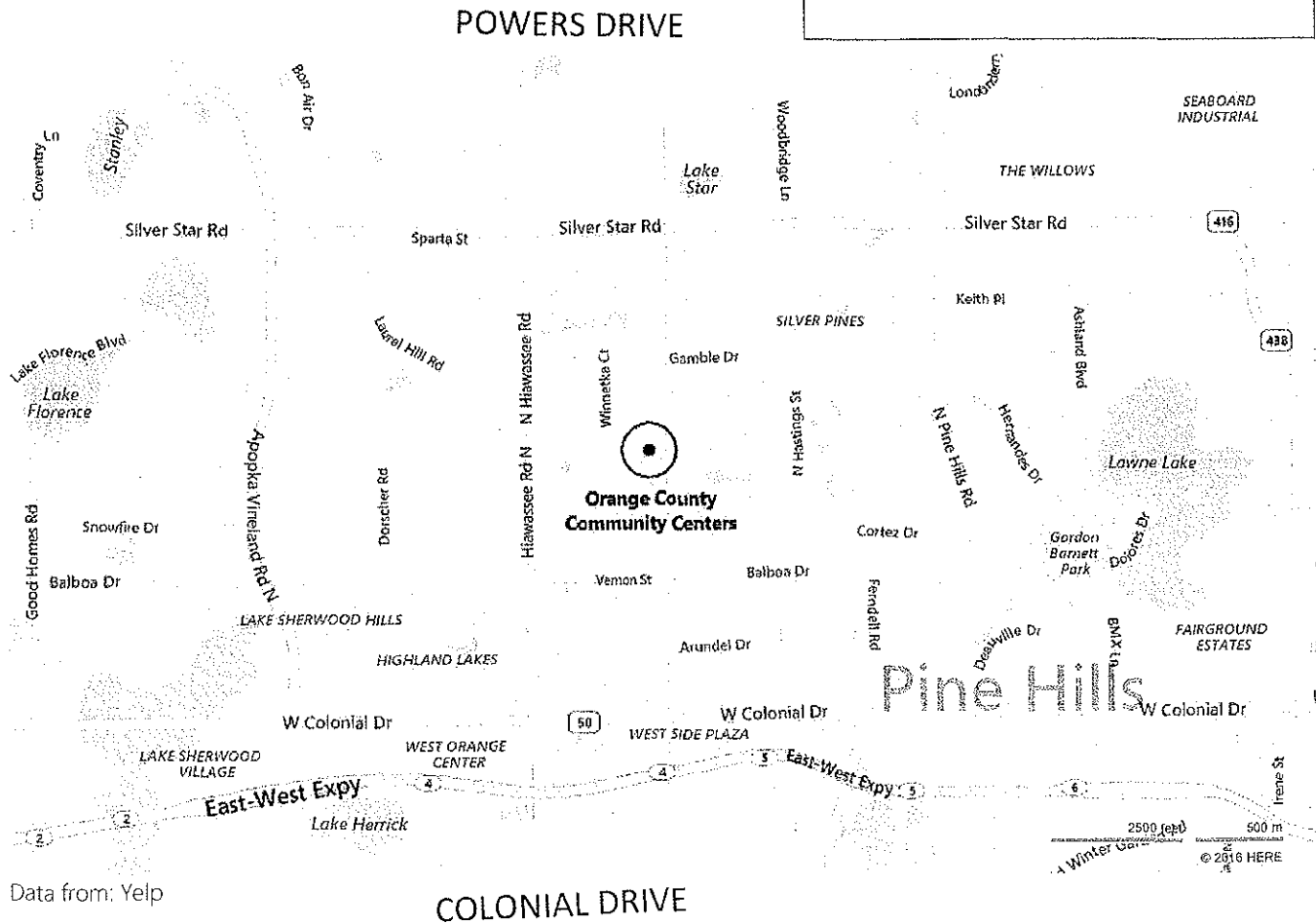
Orange County Community Centers

Address: 6408 Jennings Rd, Orlando, FL 32818

Phone: (407) 254-9100

Pine Hills Community Center is located on Jennings road off of Powers Drive between West Colonial and Silver Star Road.

If you have any questions please contact call: 321-388-7185.



Data from: Yelp

FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH JULY 31, 2016: FUND: 7006 DEPT: 062 UNIT: 7521 (ADMIN): 83% OF FY ELAPSED

OBJ	APR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	ENCUM AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FA	REGULAR SALARIES and WAGES	783,943.00	51,010.96	60,860.80	60,892.47	61,484.80	61,184.78	92,227.20	61,484.80	65,179.20	56,335.66	56,396.81	.00	627,057.48	156,885.52	80%
1130	7FA	OTHER SALARIES and WAGES	.00	.00	.00	.00	.00	.00	4,800.00	2,320.00	2,110.00	2,860.00	3,020.00	.00	15,110.00	-15,110.00	0%
1140	7FA	OVERTIME	7,000.00	279.96	226.15	736.94	.00	139.41	151.20	718.73	149.22	97.44	532.51	.00	3,031.56	3,968.44	43%
2110	7FA	FICA TAXES	60,507.00	3,710.56	4,432.81	4,477.21	4,454.67	4,445.25	7,050.52	4,675.42	4,905.44	4,327.66	4,377.88	.00	46,657.42	13,649.58	77%
2120	7FA	RETIREMENT CONTRIBUTION	57,422.00	3,832.94	4,594.93	4,604.58	4,594.08	4,582.42	6,902.10	4,646.26	4,268.71	4,227.33	4,420.37	.00	46,673.72	10,748.28	81%
2130	7FA	LIFE and HEALTH INSURANCE	168,800.00	8,376.49	9,857.04	9,857.04	10,086.32	10,086.32	15,544.96	10,501.80	9,355.98	9,355.98	9,355.98	.00	102,377.91	66,422.09	61%
2131	7FA	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	0%
2200	7FA	PAYMENTS TO OPEB TRUST	7,383.00	.00	.00	.00	.00	.00	.00	7,892.00	.00	.00	.00	.00	7,892.00	-509.00	107%
		SALARIES	1,085,055.00	67,210.91	79,971.73	80,568.24	80,619.87	80,438.18	126,675.98	92,239.01	85,968.55	77,204.07	78,103.55	.00	849,000.09	236,054.91	78%
3125	7FB	INDIRECT COSTS	106,329.00	.00	.00	.00	.00	.00	106,329.00	.00	.00	.00	.00	.00	106,329.00	.00	100%
3410	7FC	LOCAL TRAVEL	1,000.00	.00	.00	602.09	.00	229.06	451.38	503.05	333.27	310.43	84.82	.00	2,514.10	-1,514.10	251%
3420	7FC	OUT OF COUNTY TRAVEL	2,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,000.00	0%
3510	7FC	POSTAGE and MESSENGER SVCS	2,000.00	.00	.00	.00	.00	16.61	.00	.00	16.66	.00	.00	.00	33.27	1,966.73	2%
3530	7FC	TOLL CHARGES	150.00	.00	.00	27.68	.00	1.09	42.31	16.27	17.46	3.27	.00	.00	108.08	41.92	72%
3610	7FC	RENTAL OF EQUIPMENT	5,600.00	.00	.00	331.00	.00	.00	1,033.69	.00	237.23	237.23	.00	948.92	1,839.15	2,811.93	50%
3720	7FC	COMMUNICATIONS	3,000.00	.00	.00	388.33	776.61	419.22	418.99	402.31	.00	905.92	.00	.00	3,311.38	-311.38	110%
3820	7FC	MAINTENANCE OF EQUIPMENT	2,567.00	.00	.00	.00	.00	.00	1,590.87	.00	.00	809.72	.00	907.37	2,400.59	-740.96	129%
3910	7FC	GRAPHIC REPROD SVCS	8,800.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	280.00	.00	280.00	8,520.00	3%
4010	7FC	DUES and MEMBERSHIPS	18,875.00	.00	7,680.00	450.00	.00	.00	.00	.00	.00	.00	2,500.00	.00	10,630.00	8,245.00	56%
4030	7FC	TRAINING AND EDUCATIONAL COST	2,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,000.00	0%
4110	7FC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	9,200.00	.00	.00	337.38	.00	1,081.55	1,557.51	540.82	1,106.34	.00	778.24	.00	5,401.84	3,798.16	59%
4115	7FC	MISCELLANEOUS OPERATING SUPPLIES	10,800.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	10,800.00	0%
4120	7FC	SOFTWARE < \$1000	6,336.00	.00	.00	604.86	.00	.00	.00	.00	.00	.00	.00	.00	604.86	5,731.14	10%
4121	7FC	COMPUTER EQUIPMENT LESS THAN \$500	5,080.00	.00	.00	152.99	.00	.00	.00	108.28	.00	.00	.00	3,700.00	261.27	1,118.73	78%
4123	7FC	EQUIPMENT LESS THAN \$1000	5,000.00	.00	.00	504.22	.00	.00	.00	5,446.81	21.29	.89	1,184.77	.00	7,158.08	-2,158.08	143%
4412	7FC	PROMOTIONAL EXPENSES	5,000.00	.00	.00	.00	.00	1,499.70	.00	.00	.00	.00	400.00	.00	1,899.70	3,100.30	38%
4418	7FC	EDUCATIONAL ASSISTANCE PROGRAM	2,000.00	.00	.00	2,500.00	-2,500.00	1,250.00	-1,250.00	.00	.00	.00	.00	.00	.00	2,000.00	0%
4422	7FC	SCHOLARSHIPS, AWARDS, BENEF	559.00	.00	.00	42.50	.00	25.80	135.00	27.75	.00	.00	.00	.00	231.05	327.95	41%
4482	7FN	SELF INS-PROP CASUALTY	13,033.00	.00	.00	.00	.00	.00	.00	.00	13,033.00	.00	.00	.00	13,033.00	.00	100%
		OPERATIONS	209,329.00	.00	7,680.00	5,941.05	-1,723.39	4,523.03	110,308.75	7,045.29	14,765.25	2,267.56	5,227.83	5,556.29	156,035.37	47,737.34	77%
		TOTAL UNIT 7521	1,294,384.00	67,210.91	87,651.73	86,509.29	78,896.48	84,961.21	236,984.73	99,284.30	100,733.80	79,471.63	83,331.38	5,556.29	1,005,035.46	283,792.25	78%

FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH JULY 31, 2016: FUND: 7006 DEPT: 062 UNIT: 7522 (SERVICES): 83% OF FY ELAPSED

1063	OBJ	APR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	PRE-ENC AMOUNT	ENC AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FE		REGULAR SALARIES and WAGES	6,454,605.00	498,600.42	602,021.74	582,965.88	466,984.61	521,930.61	792,259.04	504,693.74	536,022.65	555,144.52	369,557.79	.00	.00	5,430,181.00	1,024,424.00	84%
1130	7FE		OTHER SALARIES and WAGES	80,000.00	9,148.75	7,930.71	8,268.91	7,134.99	14,112.46	17,170.71	12,467.97	8,569.75	7,399.41	6,785.09	.00	.00	98,988.75	-18,988.75	124%
1140	7FE		OVERTIME	10,000.00	3,321.14	908.11	1,733.77	208.37	1,845.12	3,079.80	2,254.16	4,265.44	830.53	526.81	.00	.00	18,973.25	-8,973.25	190%
2110	7FE		FICA TAXES	496,707.00	37,222.24	44,462.56	43,171.45	34,379.36	39,172.33	59,097.78	37,876.13	39,973.09	40,850.00	26,850.53	.00	.00	403,055.47	93,651.53	81%
2120	7FE		RETIREMENT CONTRIBUTION	469,330.00	36,971.73	43,277.62	42,851.41	33,063.91	31,754.57	59,058.22	37,191.48	39,958.59	40,652.67	28,475.50	.00	.00	393,255.70	76,074.30	84%
2130	7FE		LIFE and HEALTH INSURANCE	2,005,000.00	115,906.39	134,766.16	133,747.13	115,448.14	131,186.75	194,409.97	118,624.48	128,417.49	139,451.78	126,096.83	.00	.00	1,338,055.12	667,944.88	67%
2131	7FE		HS/A/SA CONTRIBUTION	.00	.00	.00	.00	.00	.00	750.00	-750.00	3,500.00	3,750.00	-7,250.00	.00	.00	.00	.00	0%
2150	7FE		UNEMPLOYMENT COMPENSATION	7,000.00	.00	.00	.00	.00	.00	.00	.00	.00	-1,650.00	.00	.00	.00	-1,650.00	8,650.00	-24%
2200	7FE		PAYMENTS TO OPEB TRUST	122,804.00	.00	.00	.00	.00	.00	.00	105,672.00	.00	.00	.00	.00	.00	105,672.00	17,132.00	86%
			SALARIES	9,646,446.00	701,170.67	833,386.90	812,738.55	657,219.38	740,001.84	1,125,825.62	818,029.96	760,707.01	786,428.91	551,042.55	.00	.00	7,786,531.29	1,859,914.71	81%
			PAYMENTS TO OTHER																
3167	7FF		GOVERNMENTAL AGENCIES	8,000.00	100.00	.00	.00	3,559.50	887.25	1,050.26	1,044.33	929.51	1,168.75	.00	.00	.00	8,739.60	-739.60	109%
3170	7FF		JANITORIAL SVC and SUPPLY	20,000.00	.00	.00	357.97	3,596.62	1,005.70	1,005.70	1,005.70	647.73	647.73	1,721.64	.00	.00	9,988.79	10,011.21	50%
3179	7FF		CONTRACT SVC EMPLOY AGENT	8,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,665.00	.00	8,335.00	21%
3185	7FF		CONTRACT SVC-TRAINING	2,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,000.00	0%
3192	7FF		SOFTWARE LICENSING SUPPORT	42,225.00	.00	.00	.00	.00	.00	18,381.77	.00	23,568.00	.00	284.66	.00	.00	42,234.43	-9.43	100%
3195	7FF		CONTRACT SERVICES MEDICAL	10,000.00	.00	.00	.00	.00	815.00	.00	542.00	.00	.00	.00	.00	10,000.00	1,649.00	-1,649.00	116%
			CONTRACTUAL SERVICES NOT																
3197	7FF		OTHERWISE SPECIFIED	50,000.00	.00	1,773.75	150.00	770.00	4,478.75	1,500.00	2,520.90	1,156.10	3,782.00	751.00	7,200.00	40,732.00	16,882.50	-14,814.50	130%
3350	7FF		OTHER INSURANCE and BONDS	13,000.00	.00	12,933.12	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	12,933.12	66.88	99%
3410	7FF		LOCAL TRAVEL	25,000.00	.00	.00	1,991.24	.00	1,847.03	951.28	2,013.56	2,376.16	988.83	1,170.13	.00	.00	11,336.23	13,661.77	45%
3420	7FF		OUT OF COUNTY TRAVEL	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	194.20	.00	.00	194.20	805.80	19%
3520	7FF		MOVING EXPENSE-CO ASSETS	2,000.00	.00	.00	988.00	.00	760.00	.00	.00	.00	.00	.00	.00	7,120.00	1,748.00	-6,868.00	443%
3530	7FF		TOLL CHARGES	500.00	.00	101.55	135.41	43.34	232.99	166.53	94.89	236.13	100.35	121.03	.00	.00	1,232.22	-732.22	246%
3610	7FF		RENTAL OF EQUIPMENT	49,926.00	.00	1,580.53	2,456.39	3,009.28	8,011.45	4,095.23	7,056.89	2,000.14	2,136.12	8,939.46	448.84	17,567.43	39,286.49	-7,376.76	115%
3620	7FF		LEASES-BUILDINGS/STRUCTURES	228,392.00	11,257.84	5,628.92	6,122.92	45,176.07	8,713.45	6,863.45	5,691.45	20,079.45	9,315.45	48,737.95	.00	4,688.00	165,586.95	58,117.05	75%
3710	7FF		UTILITIES	45,564.00	3,200.00	2,821.74	2,238.72	7,544.96	4,687.67	3,619.39	3,206.16	3,336.22	2,240.53	4,754.33	.00	.00	37,649.72	7,914.28	83%
3720	7FF		COMMUNICATIONS	45,000.00	93.00	2,940.70	1,244.30	8,008.98	5,334.89	4,376.65	4,683.27	3,926.09	6,136.83	3,791.19	.00	.00	40,535.90	4,464.10	90%
			MAINTENANCE OF BUILDINGS,																
3810	7FF		IMPROVEMENTS, AND GROUNDS	392,530.00	3,100.00	1,550.00	2,777.74	3,243.75	7,529.54	3,572.02	3,728.18	4,264.79	1,888.75	4,059.57	120,000.00	19,457.30	35,714.34	217,358.36	45%
3820	7FF		MAINTENANCE OF EQUIPMENT	37,913.00	.00	1,005.90	512.30	1,083.81	2,650.80	2,059.90	1,310.63	2,029.85	1,090.96	3,717.04	334.75	13,035.50	15,461.21	9,081.54	76%
			MAINTENANCE OF COMPUTER																
3823	7FF		EQUIPMENT	7,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	7,500.00	0%

INTERNAL FLEET MANAGEMENT																		
3825	7FN	CHARGES	43,000.00	.00	.00	2,090.23	425.25	1,229.47	1,878.35	308.61	302.24	355.41	2,208.20	.00	.00	8,807.76	34,192.24	20%
3910	7FF	GRAPHIC REPROD SVCS	14,298.00	.00	.00	.00	.00	84.00	.00	.00	.00	.00	.00	.00	.00	84.00	14,214.00	1%
4020	7FF	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	3,000.00	.00	.00	.00	.00	.00	.00	200.00	.00	.00	1,487.10	.00	.00	1,687.10	1,312.90	56%
4030	7FF	TRAINING AND EDUCATIONAL COST	3,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	3,000.00	0%
4040	7FF	LICENSE AND CERTIFICATION FEES	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	875.00	.00	.00	875.00	125.00	88%
4110	7FF	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	10,000.00	.00	.00	512.66	.00	3,233.45	2,192.71	2,738.91	2,062.80	4,268.86	3,328.92	.00	.00	18,338.31	-8,338.31	183%
4115	7FF	MISCELLANEOUS OPERATING SUPPLIES	81,247.00	.00	.00	915.40	.00	7,826.76	7,907.40	41.92	1,463.62	28.49	36,388.10	.00	1,782.50	54,571.69	24,892.81	69%
4116	7FF	EVENT/MEAL REIMBURSEMENTS	3,000.00	.00	.00	.00	.00	698.36	.00	1,611.26	4,003.30	50.00	437.81	.00	.00	6,800.73	-3,800.73	227%
4120	7FF	SOFTWARE < \$1000	2,560.00	.00	.00	476.56	.00	.00	.00	.00	.00	.00	.00	.00	9,360.60	476.56	-7,277.16	384%
4121	7FF	COMPUTER EQUIPMENT LESS THAN \$500	3,200.00	.00	.00	747.28	.00	1,423.73	2,148.00	150.57	.00	.00	906.58	.00	.00	5,376.16	-2,176.16	168%
4123	7FF	EQUIPMENT LESS THAN \$1000	17,000.00	.00	.00	543.97	.00	1,381.05	169.96	557.55	189.21	2.97	2,594.52	.00	20,336.86	5,439.23	-8,776.09	152%
4135	7FF	FOODandDIETARY	246,569.00	.00	.00	15,924.03	13,899.45	21,165.28	27,068.32	2,141.50	11,305.54	21,728.54	6,391.43	.00	163,896.31	119,624.09	-36,951.40	115%
4139	7FF	MEDICINEsandDRUGS	100.00	.00	.00	.00	.00	.00	.00	.00	84.33	.00	.00	.00	.00	84.33	15.67	84%
4143	7FF	MEDandSURG SUPPLIES	4,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	4,000.00	0%
4175	7FF	CLOTHING AND WEARING APPAREL	100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	100.00	0%
4195	7FF	MISC SUPPLIES OR EXPENSES	2,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,000.00	0%
4412	7FF	PROMOTIONAL EXPENSES	2,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,500.00	0%
4418	7FF	EDUCATIONAL ASSISTANCE PROGRAM	2,012.00	2,083.85	3,613.15	-1,036.96	-4,660.04	.00	1,250.00	-26.95	2,318.98	1,669.00	.00	.00	.00	5,211.03	-3,199.03	259%
4440	7FF	IMPROVEMTS TO NON-COUNTY ASSETS	15,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	15,000.00	0%
4450	7FF	PARENT ACTIVITY FUND	9,216.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5,177.53	.00	.00	5,177.53	4,038.47	56%
4452	7FF	FIELD TRIPS-HEAD START	60,360.00	.00	.00	550.00	.00	.00	.00	.00	.00	.00	357.00	.00	.00	907.00	59,453.00	2%
4482	7FN	SELF INS-PROP CASUALTY	272,491.00	.00	.00	.00	.00	.00	.00	.00	272,491.00	.00	.00	.00	.00	272,491.00	.00	100%
6410	7FD	EQUIPMENT	2,000.00	.00	.00	.00	1,859.95	.00	.00	.00	.00	.00	.00	.00	.00	1,859.95	140.05	93%
6438	7FD	COMPUTER EQUIPMENT > \$500	112,180.00	.00	.00	.00	.00	.00	.00	69,277.50	.00	.00	.00	.00	.00	69,277.50	42,902.50	62%
OPERATIONS			1,896,383.00	19,834.69	33,949.36	39,698.16	87,560.92	83,996.62	90,257.92	109,898.83	358,771.19	57,609.59	136,686.39	127,983.59	309,641.50	1,018,263.67	442,494.24	77%
TOTAL UNIT 7522			11,544,829.00	721,005.36	867,316.26	852,436.71	744,780.30	823,998.46	1,216,083.44	927,928.79	1,119,478.20	844,038.50	687,728.94	127,983.59	309,641.50	8,804,794.96	2,302,408.95	80%

FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH JULY 31, 2016: FUND: 7006 DEPT: 062 UNIT: 7525 (TRAINING): 83% OF FY ELAPSED

OBJECT	APPR	OBJECT NAME	CURRENT:												ENCUM AMOUNT	TOTAL		% BUDGET	
			BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	YTD		BALANCE	USED	YTD	
3185	7FH	CONTRACT SVC-TRAINING	45,966.00	.00	2,500.00	.00	.00	6,000.00	5,000.00	3,975.00	.00	6,240.00	.00	8,190.00	23,715.00	14,061.00		69%	
3420	7FH	OUT OF COUNTY TRAVEL	13,700.00	715.40	1,456.86	1,466.96	664.13	4,423.66	2,976.77	3,399.18	2,589.43	5,337.69	21.86	.00	23,051.94	-9,351.94		168%	
3610	7FH	RENTAL OF EQUIPMENT	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00		0%	
3620	7FH	LEASES-BUILDINGS/STRUCTURES	2,000.00	.00	.00	.00	.00	.00	.00	.00	912.25	12,470.00	400.00	.00	13,782.25	-11,782.25		689%	
3910	7FH	GRAPHIC REPROD SVCS	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00		0%	
4020	7FH	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	1,000.00	.00	.00	.00	.00	.00	109.90	.00	290.00	.00	.00	.00	399.90	600.10		40%	
4030	7FH	TRAINING AND EDUCATIONAL COST	31,646.00	.00	.00	3,955.00	.00	12,407.00	.00	2,482.96	3,376.00	4,925.00	.00	.00	27,145.96	4,500.04		86%	
4040	7FH	LICENSE AND CERTIFICATION FEES	1,000.00	.00	.00	.00	.00	150.00	.00	-75.00	.00	.00	938.00	.00	1,013.00	-13.00		101%	
4110	7FH	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	2,771.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,771.00		0%	
4115	7FH	MISCELLANEOUS OPERATING SUPPLIES	2,000.00	.00	.00	.00	.00	.00	.00	.00	35.10	.00	.00	.00	35.10	1,964.90		2%	
4116	7FH	EVENT/MEAL REIMBURSEMENTS	4,500.00	.00	.00	.00	.00	187.84	.00	.00	29.93	.00	344.66	.00	562.43	3,937.57		12%	
4418	7FH	EDUCATIONAL ASSISTANCE PROGRAM	10,300.00	.00	.00	5,697.00	9,337.58	.00	3,750.00	.00	.00	.00	.00	.00	18,784.58	-8,484.58		182%	
6438	7FJ	COMPUTER EQUIPMENT > \$500	6,008.00	.00	.00	.00	.00	.00	.00	6,008.00	.00	.00	.00	.00	6,008.00	.00		100%	
OPERATIONS			122,891.00	715.40	3,956.86	11,118.96	10,001.71	23,168.50	11,836.67	15,790.14	7,232.71	28,972.69	1,704.52	8,190.00	114,498.16	202.84		100%	
TOTAL UNIT 7525			122,891.00	715.40	3,956.86	11,118.96	10,001.71	23,168.50	11,836.67	15,790.14	7,232.71	28,972.69	1,704.52	8,190.00	114,498.16	202.84		100%	

FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH JULY 31, 2016: FUND: 7006 DEPT: 062 UNIT: 7526 (DISABILITY): 83% OF FY ELAPSED

OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV.	DEC.	JAN	FEB	MAR	APR	MAY	JUN	JUL	ENCUM AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FI	REGULAR SALARIES and WAGES	195,599.00	13,390.32	15,976.00	15,976.00	15,976.00	15,976.00	23,733.93	12,868.80	12,868.80	13,724.36	13,109.95	.00	153,600.16	41,998.84	79%
1140	7FI	OVERTIME	100.00	.00	43.94	.00	.00	.00	60.64	145.14	72.57	.00	.00	.00	322.29	-222.29	322%
2110	7FI	FICA TAXES	14,971.00	951.90	1,140.29	1,136.95	1,128.92	1,128.92	1,675.20	905.59	900.05	957.62	908.29	.00	10,833.73	4,137.27	72%
2120	7FI	RETIREMENT CONTRIBUTION	14,207.00	972.15	1,163.07	1,159.88	1,159.88	1,159.88	1,631.43	944.83	939.56	996.41	985.87	.00	11,112.96	3,094.04	78%
2130	7FI	LIFE and HEALTH INSURANCE	37,600.00	2,460.20	2,894.96	2,894.96	3,037.52	3,037.52	4,304.01	2,532.98	2,532.98	2,785.18	3,037.38	.00	29,517.69	8,082.31	79%
2131	7FI	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	0%
2200	7FI	PAYMENTS TO OPEB TRUST	1,969.00	.00	.00	.00	.00	.00	.00	1,754.00	.00	.00	.00	.00	1,754.00	215.00	89%
		SALARIES	264,446.00	17,774.57	21,218.26	21,167.79	21,302.32	21,302.32	31,405.21	19,151.34	17,313.96	18,463.57	18,041.49	.00	207,140.83	57,305.17	78%
3195	7FK	CONTRACT SERVICES MEDICAL	5,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5,000.00	0%
3197	7FK	CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	165,000.00	.00	.00	169.00	.00	8,454.00	1,014.00	8,321.40	1,026.40	9,197.80	5,873.20	125,454.20	34,055.80	5,490.00	97%
3235	7FK	INDIGENT PSYCH SVCS	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	0%
3275	7FK	MEDICAL SVCS	10,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	10,000.00	0%
4110	7FK	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,500.00	0%
4115	7FK	MISCELLANEOUS OPERATING SUPPLIES	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
4120	7FK	SOFTWARE < \$1000	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
4482	7FN	SELF INS-PROP CASUALTY	2,296.00	.00	.00	.00	.00	.00	.00	.00	2,296.00	.00	.00	.00	2,296.00	.00	100%
		OPERATIONS	184,796.00	.00	.00	169.00	.00	8,454.00	1,014.00	8,321.40	3,322.40	9,197.80	5,873.20	125,454.20	36,351.80	22,990.00	88%
		TOTAL UNIT 7526	449,242.00	17,774.57	21,218.26	21,336.79	21,302.32	29,756.32	32,419.21	27,472.74	20,636.36	27,661.37	23,914.69	125,454.20	243,492.63	80,295.17	82%

FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH JULY 31, 2016: USDA FUND: 7406 DEPT: 062 UNIT: 7523 (ADMIN): 83% OF FY ELAPSED

OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FQ	REGULAR SALARIES and WAGES	118,562.00	2,779.04	5,900.48	7,225.60	8,518.40	8,518.40	12,777.60	8,482.85	8,663.84	8,518.40	8,518.40	79,903.01	38,658.99	67%
1140	7FQ	OVERTIME	100.00	.00	24.24	.00	.00	.00	24.24	36.36	169.68	31.51	.00	286.03	-186.03	286%
2110	7FQ	FICA TAXES	9,078.00	194.85	432.36	531.89	630.01	630.00	946.89	630.07	654.11	632.44	630.01	5,912.63	3,165.37	65%
2120	7FQ	RETIREMENT CONTRIBUTION	8,615.00	201.76	430.13	524.58	618.44	618.44	929.42	618.50	641.32	620.72	640.58	5,843.89	2,771.11	68%
2130	7FQ	LIFE and HEALTH INSURANCE	28,200.00	694.89	824.90	828.49	872.50	872.50	1,308.75	872.50	872.50	872.50	872.50	8,892.03	19,307.97	32%
2131	7FQ	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	0%
2200	7FQ	PAYMENTS TO OPEB TRUST	1,146.00	.00	.00	.00	.00	.00	.00	1,326.00	.00	.00	.00	1,326.00	-180.00	116%
		SALARIES	165,701.00	3,870.54	7,612.11	9,110.56	10,639.35	10,639.34	15,986.90	11,966.28	11,001.45	10,675.57	10,661.49	102,163.59	63,537.41	62%
3125	7FP	INDIRECT COSTS	6,543.00	.00	.00	.00	.00	.00	6,543.00	.00	.00	.00	.00	6,543.00	.00	100%
3410	7FR	LOCAL TRAVEL	2,000.00	.00	.00	64.66	.00	30.71	81.54	120.33	132.17	70.09	87.13	566.63	1,433.37	28%
3530	7FR	TOLL CHARGES	30.00	.00	.00	.00	.00	.00	4.71	8.66	2.18	6.00	8.20	29.75	.25	99%
3820	7FR	MAINTENANCE OF EQUIPMENT	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
4110	7FR	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	1,441.00	.00	.00	.00	.00	.00	.00	405.24	.00	.00	.00	405.24	1,035.76	28%
4418	7FR	EDUCATIONAL ASSISTANCE PROGRAM	1,100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,100.00	0%
4482	7FS	SELF INS-PROP CASUALTY	1,685.00	.00	.00	.00	.00	.00	.00	.00	1,685.00	.00	.00	1,685.00	.00	100%
		OPERATIONS	13,299.00	.00	.00	64.66	.00	30.71	6,609.25	534.23	1,819.35	76.09	95.33	9,229.62	4,069.38	69%
		TOTAL UNIT 7523	179,000.00	3,870.54	7,612.11	9,175.22	10,639.35	10,670.05	22,596.15	12,500.51	12,820.80	10,751.66	10,756.82	111,393.21	67,606.79	62%

FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH JULY 31, 2016: USDA FUND: 7406 DEPT: 062 UNIT: 7524 (SERVICES): 83% OF FY ELAPSED

OBJ	APR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	ENCUM AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FT	REGULAR SALARIES and WAGES	147,300.00	11,577.18	13,923.89	13,924.64	13,731.01	13,684.67	19,507.93	13,148.80	13,232.90	11,003.17	1,510.37	.00	125,244.56	22,055.44	85%
1140	7FT	OVERTIME	.00	.00	.00	51.17	.00	.00	17.39	.00	.00	34.78	.00	.00	103.34	-103.34	0%
2110	7FT	FICA TAXES	11,268.00	814.48	981.49	985.42	982.13	978.63	1,391.28	937.60	944.08	776.14	63.50	.00	8,854.75	2,413.25	79%
2120	7FT	RETIREMENT CONTRIBUTION	10,694.00	840.49	1,010.86	1,014.62	996.84	993.47	1,417.51	954.58	960.69	801.36	113.59	.00	9,104.01	1,589.99	85%
2130	7FT	LIFE and HEALTH INSURANCE	75,200.00	4,376.38	5,149.14	5,149.14	4,987.32	4,987.32	7,480.98	4,987.32	4,987.32	4,987.32	4,987.32	.00	52,079.56	23,120.44	69%
2131	7FT	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	0%
2200	7FT	PAYMENTS TO OPEB TRUST	4,586.00	.00	.00	.00	.00	.00	.00	3,536.00	.00	.00	.00	.00	3,536.00	1,050.00	77%
		SALARIES	249,048.00	17,608.53	21,065.38	21,124.99	20,697.30	20,644.09	29,815.09	23,564.30	20,124.99	17,602.77	6,674.78	.00	198,922.22	50,125.78	80%
3170	7FU	JANITORIAL SVC and SUPPLY	1,000.00	.00	.00	130.80	.00	163.50	.00	.00	.00	.00	.00	.00	294.30	705.70	29%
4115	7FU	MISCELLANEOUS OPERATING SUPPLIES	10,000.00	.00	.00	1,670.20	.00	2,095.86	3,862.79	1,319.20	.00	.00	1,252.22	.00	10,200.27	-200.27	102%
4130	7FU	HOUSEHOLD AND KITCHEN SUPPLIES	9,000.00	.00	.00	.00	.00	183.01	.00	740.44	3.96	62.00	391.98	.00	1,381.39	7,618.61	15%
4135	7FU	FOOD and DIETARY	1,272,992.00	.00	.00	111,100.00	108,056.16	159,243.42	170,990.84	21,971.43	112,158.31	205,396.42	63,093.58	248,864.11	952,010.16	72,117.73	94%
4482	7FS	SELF INS-PROP CASUALTY	8,220.00	.00	.00	.00	.00	.00	.00	.00	8,220.00	.00	.00	.00	8,220.00	.00	100%
		OPERATIONS	1,301,212.00	.00	.00	112,901.00	108,056.16	161,685.79	174,853.63	24,031.07	120,382.27	205,458.42	64,737.78	248,864.11	972,108.12	80,241.77	94%
		TOTAL UNIT 7524	1,550,260.00	17,608.53	21,065.38	134,025.99	128,753.46	182,329.88	204,668.72	47,595.37	140,507.26	223,061.19	71,412.56	248,864.11	1,171,028.34	130,367.55	92%

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ORANGE COUNTY

Department 062

FY-2016 Monthly Expense Report

For the selected Department and Unit, by Object and Appropriation

Through 08/01/2016

FUND: 8299 DEPT: 062 UNIT: 7537

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	PRE-ENCUM AMOUNT	ENCUM AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	6EA	REGULAR SALARIES and WAGES	768,053.00	13,800.32	-10,187.60	1,727.09	107,775.32	63,347.49	65,113.88	92,327.57	69,626.23	27,936.86	83,315.84	.00	.00	514,783.00	253,270.00	67.02
	2110	6EA	FICA TAXES	59,218.00	993.51	-753.53	112.46	7,811.29	4,578.75	4,706.32	6,674.32	5,042.73	2,028.41	6,053.07	.00	.00	37,247.33	21,970.67	62.90
	2120	6EA	RETIREMENT CONTRIBUTION	55,722.00	1,001.91	-739.62	125.39	7,925.30	4,635.36	4,763.63	6,808.39	5,126.72	2,062.93	6,132.67	.00	.00	37,842.68	17,879.32	67.91
	2130	6EA	LIFE and HEALTH INSURANCE	61,745.00	2,856.17	-1,996.74	464.58	25,431.03	15,228.17	15,690.50	23,029.34	17,105.96	6,852.26	20,587.26	.00	.00	125,248.53	-63,503.53	202.85
	2131	6EA	HSA/FSA CONTRIBUTION	2,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,500.00	.00
	2200	6EA	PAYMENTS TO OPEB TRUST	380.00	.00	.00	.00	.00	.00	.00	373.00	.00	.00	.00	.00	.00	373.00	7.00	98.16
OBJECT CATEGORY 1				947,618.00	18,651.91	-13,677.49	2,429.52	148,942.94	87,789.77	90,274.33	129,212.62	96,901.64	38,880.46	116,088.84	.00	.00	715,494.54	232,123.46	75.50
2	3125	6EB	INDIRECT COSTS	42,498.00	.00	.00	.00	.00	.00	42,498.00	.00	.00	.00	.00	.00	.00	42,498.00	.00	100.00
	4020	6EC	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	19,750.00	.00	-18,250.00	1,316.67
	4110	6EC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	25,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	25,000.00	.00
	4115	6EC	MISCELLANEOUS OPERATING SUPPLIES	31,090.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	34,998.25	.00	-3,908.25	112.57
	4123	6EC	EQUIPMENT LESS THAN \$1000	24,459.00	.00	-4,552.71	.00	.00	6,564.15	.00	.00	.00	.00	.00	.00	.00	2,011.44	22,447.56	8.22
	4195	6EC	MISC SUPPLIES OR EXPENSES	10,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	10,000.00	.00
	4482	6EC	SELF INS-PROP CASUALTY	165.00	.00	.00	.00	.00	.00	.00	.00	162.00	.00	.00	.00	.00	162.00	3.00	98.18
OBJECT CATEGORY 2				134,712.00	.00	-4,552.71	.00	.00	6,564.15	42,498.00	.00	162.00	.00	.00	.00	54,748.25	44,671.44	35,292.31	73.80
*TOTAL UNIT_CD 7537				1,082,330.00	18,651.91	-18,230.20	2,429.52	148,942.94	94,353.92	132,772.33	129,212.62	97,063.64	38,880.46	116,088.84	.00	54,748.25	760,165.98	267,415.77	75.29
TOTAL																			
				1,082,330.00	18,651.91	-18,230.20	2,429.52	148,942.94	94,353.92	132,772.33	129,212.62	97,063.64	38,880.46	116,088.84	.00	54,748.25	760,165.98	267,415.77	75.29

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ORANGE COUNTY

Department 062

FY 2016 Monthly Expense Report

For the selected Department and Unit, by Object and Appropriation

Through 08/01/2016

FUND: 8299 DEPT: 062 UNIT: 7538

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	PRE-ENCUM. AMOUNT	ENCUM. AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	7EA	REGULAR SALARIES and WAGES	800,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	800,000.00	.00
	2110	7EA	FICA TAXES	61,200.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	61,200.00	.00
	2120	7EA	RETIREMENT CONTRIBUTION	60,160.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	60,160.00	.00
	2130	7EA	LIFE and HEALTH INSURANCE	200,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	200,000.00	.00
OBJECT CATEGORY 1				1,121,360.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,121,360.00	.00
2	3125	7EB	INDIRECT COSTS	42,498.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	42,498.00	.00
	3185	7EC	CONTRACT SVC-TRAINING	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,500.00	.00
	4020	7EC	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	25,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	25,000.00	.00
	4110	7EC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	10,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	10,000.00	.00
	4115	7EC	MISCELLANEOUS OPERATING SUPPLIES	14,880.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	14,880.00	.00
	4123	7EC	EQUIPMENT LESS THAN \$1000	5,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5,000.00	.00
	4482	7EA	SELF INS-PROP CASUALTY	162.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	162.00	.00
OBJECT CATEGORY 2				99,040.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	99,040.00	.00
*TOTAL UNIT_CD 7538				1,220,400.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,220,400.00	.00
TOTAL				1,220,400.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,220,400.00	.00

MONTHLY PURCHASING CARD PURCHASE REPORT

Name: June Johnson

Statement for Month of: June '16

Cardholder Signature: June Johnson

Division Head Start Extension: 69524

#	Date	Receipt or Invoice	Description of Purchase	Vendors Name	\$\$\$ Amount of Purchase	Dispute (d)/ Credit (c)	Accounting Lines	Remarks
1	6/1/2016	13723	CLASS Recertification	Teachstone	400.00		7006 062 7522 4040	VD, TB, NH EK
2	6/2/2016		Service Awards	United Trophy	411.00		7006 062 7521 4422	Staff Recognition
3	6/7/2016	703877	Storage Pod Rental	1800PackRat	277.72		7006 062 7522 3610	Callahan
4	6/8/2016	8741944	Water Cooler Rental Cups	ReadyRefresh	21.47		7006 062 7522 3710	Denton Johnson
					9.98		7006 062 7522 3610	
					3.79		7006 062 7522 4115	
					35.25			
5	6/8/2016	8741969	Cooler Rental	ReadyRefresh	14.97		7006 062 7522 3610	Tangelo Park
6	6/8/2016	7234172	Water Cooler Rental Cups	ReadyRefresh	18.48		7006 062 7522 3710	SOYMCA
					14.97		7006 062 7522 3610	
					8.38		7006 062 7522 4115	
					41.83			
7	6/8/2016	7234115	Water Cooler Rental	ReadyRefresh	48.33		7006 062 7522 3710	W S @ Hope
					34.93		7006 062 7522 3610	
					83.26			
8	6/8/2016	7234057	Water Cups Cooler Rental	ReadyRefresh	59.07		7006 062 7522 3710	Maxey
					22.74		7006 062 7522 4115	
					14.97		7006 062 7522 3610	
					96.78			
9	6/8/2016	703877	Credit for errant tax charge	1800PackRat		(C) 12.02	7006 062 7522 3610	Callahan
10	6/15/2016	14440	CLASS Recertification	Teachstone	200.00		7006 062 7522 4040	MGrullon WFrancois
11	6/17/2016	D05372	Storage Pod Rental	1800PackRat	389.74		7006 062 7522 3610	Tangelo
12	6/17/2016	D51715	Storage Pod Rental	1800PackRat	346.97		7006 062 7522 3610	Tangelo
13	6/16/2016	D06315	Storage Pod Rental	1800PackRat	346.97		7006 062 7522 3610	Tangelo
14	6/16/2016	845868473-001	Privacy Screen	Office Depot	199.99		7006 062 7521 4110	Contract Specialist
15	6/16/2016	845868474-001	Wite out	Office Depot	1.83		7006 062 7521 4110	Contract Specialist
Total					2,834.29			

MONTHLY PURCHASING CARD PURCHASE REPORT

Name: June Johnson

Statement for Month of: June '16

Cardholder Signature: June Johnson

Division Head Start Extension: 69524

#	Date	Receipt or Invoice #	Description of Purchase	Vendors Name	\$\$\$ Amount of Purchase	Dispute (d)/ Credit (c)	Accounting Lines	Remarks
16	6/16/2016	845868361-001	Office Supplies	Office Depot	161.64		7006 062 7521 4110	Contract Specialist
17	6/20/2016	14583	CLASS Recertification	Teachstone	200.00		7006 062 7522 4040	SKirby & TStenson
18	6/20/2016	846501463-001	Keyboard Wrist Rest	Office Depot	17.49		7006 062 7521 4123	Sr. CSW's
19	6/17/2016	846212557-001	Mobile Filie Carts	Office Depot	224.97		7006 062 7521 4123	Sr. CSW's
20	6/17/2016	846210891-001	Chair	Office Depot	139.99		7006 062 7522 4123	CSW @ Mitchell
21	6/17/2016	846202018-001	Desk & Hutch	Office Depot	619.97		7006 062 7522 4123	W S E L C
22	6/17/2016	846205375-001	Chair	Office Depot	139.99		7006 062 7522 4123	CSW @ Pine Hills
23	6/20/2016	846501368-001	Office Supplies PFCE	Office Depot	182.96		7006 062 7521 4110	Sr. CSW's
			Office Supplies CSW's	Office Depot	917.12		7006 062 7522 4110	CSW
				Office Depot	1,100.08			Total
24	6/20/2016	846501484-001	Office Supplies CSW's	Office Depot	162.49		7006 062 7522 4110	CSW's #5:15-
25	6/22/2016	847129412-001	Office Supplies	Office Depot	99.83		7006 062 7521 4110	Admin Office 7521
26	6/23/2016	847352439-001	Office Supplies	Office Depot	596.65		7006 062 7521 4110	Edu Admin
27	6/23/2016	847352469-001	Envelops & Tablets	Office Depot	56.14		7006 062 7521 4110	Edu Admin
28	6/24/2016	847769660-001	Office Supplies	Office Depot	753.50		7006 062 7522 4110	W S E L C
29	6/23/2016	847352993-001	Recordable DVD for Traini	Office Depot	164.98		7006 062 7521 4110	Edu Admin
30	6/28/2016	MCC 3252031	Field Trip WSEL C	SeaLife	330.00		7006 062 7522 4452	W S E L C
31	6/27/2016	9985743	Resource Room Items	LakeShore	393.52		7006 062 7522 4115	Pine Hills
32	6/29/2016	25394	Field Trip WSEL C transpor	Express Transpo	329.60		7006 062 7522 4452	W S E L C
33	6/24/2016	847770128-001	Shredder	Office Depot	99.99		7006 062 7522 4123	W S E L C
34	6/29/166	9985743	Taxes charged in error	Lake Shore		(C) 21.05		
				Total This Page	5,569.78			
				Total Page 1	2,834.29			
				Grand Total	8,404.07			

ORANGE COUNTY HEAD START DIVISION
Monthly Purchasing Card Purchase Report

Cardholder (Print Name): Limarys Rivera

Cardholder Signature: Larry, [Signature] 7/18/16

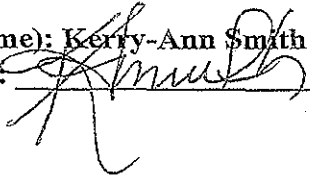
Statement for the Month of June 2016

Extension: 66596

[illegible]

**FAMILY SERVICES DEPARTMENT
PURCHASE REPORT LOG**

*Cardholder (Print Name): Kerry-Ann Smith

*Cardholder Signature: 

*Statement for the Month: June 2016

*Division: HEAD START

* Ph. Ext: 68905

Date of Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
06/03/2016	336087	Nutrition Health Calendar for parent training at Washington Shores The Hope	Learning Zone Express	225.18	7006-062-7522-4115
06/15/2016	616700371463	Food for children with children special diet Washington Shores The Hope	Walmart	13.42	7406-062-7524-4135
06/15/2016	125238	Food for children with children special diet Washington Shores The Hope	Publix	14.38	7406-062-7524-4135
06/17/2016	1042000314	Food for children with children special diet Washington Shores The Hope	Walmart	8.38 94	7406-062-7524-4135
06/23/2016	616900293349	Special diet for child at Pine Hills	Walmart	17.88	7406-062-7524-4135
06/30/2016	064355	Food for children with children special diet Washington Shores The Hope	Publix	18.46	7406-062-7524-4135

Complete all required entries identified by an *

ORANGE COUNTY HEAD START DIVISION
Monthly Purchasing Card Purchase Report

Cardholder (Print Name):

Statement for the Month of: June, 2016

Cardholder Signature:

Sandra Moore

Extension: 68913

[illegible]

**FAMILY SERVICES DEPARTMENT
PURCHASE REPORT LOG**

*Cardholder (Print Name): **DAISY FLORES**

*Cardholder Signature: *Daisy Flores*

*Statement for the Month: **JUNE 2016**

*Division: **HEAD START**

* Ph. Ext. **67407**

Date of Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
5/20/2016	0027174	TOOTHBRUCHESH FOR CHILDREN.	NEXADENTAL	\$1,150.60	7006-062-7522-4115

Complete all required entries identified by an *

180

Cardholder Signature:

Extension:

180

ORANGE COUNTY HEAD START DIVISION
Monthly Purchasing Card Purchase Report
Bank of America

Cardholder (Print Name): Angela Fore

Statement for the Month of: July, 2016

Cardholder Signature: Angela M. Fore

Extension: 68901

Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged	/
6/16/16		Hotel accommodations for Yolanda Brown in Atlanta, GA	Sheraton Atlanta	\$509.12		7006-062-7521-3420	
6/16/16		Hotel accommodations for Lonnie Bell in Atlanta, GA	Sheraton Atlanta	\$509.16		7006-062-7521-4030	
6/29/16		CLASS Observer Certification Training/Tests for 10 staff	Teachstone	\$1765.86		7006-062-7522-4040	

182

Cardholder Signature: Shane K. Kiser

Extension: 8940

[illegible]

**Orange County Head Start
Policy Council
Meeting: August 18, 2016
Director's Program Information Update**

Local Head Start Information:

During the month of July 2016, Orange County Head Start management team met and completed the site visits for the two new sites Dover Shores & Ventura Elementary. Dover Shores will occupy three spaces, 2 classrooms and 1 office. Ventura will occupy 1 classroom. Both school's Principal and staff are very excited about the partnership and exposure to Early Education for their potential Kindergarten and beyond students.

Orange County Head Start received the results of the HIPAA risk assessment. The audit was completed by Orange County to determine potential risks of the division that could possibly lead to HIPAA violations and federal litigation. OCHS is in the process of developing a Corrective Action plan to address the concerns associated with HIPAA. Those concerns include; revisions of the HIPAA policies and procedures, ensuring continued compliance of the HIPAA privacy rule, revising the current information covered in the HIPAA training, and Encrypted Email solutions.

Capital project minor constructions were completed for East Orange Head Start classroom 4, after a year of not operating in the classroom. Orange County Head Start is now in conversation with Animal Services, Parks and Recreation and Capital Projects for upcoming construction projects at the East Orange Community Center.

Orange County Head Start held interviews for the Program Manager (Fiscal) position and selected a potential candidate. The candidate will be presented to the policy council for approval, prior to the permanent offer.

The Pre Service Education Developmental training was held for all Orange County Head Start staff in collaboration with the 4C Early Head Start & Head Start program. The event was held over four days at the Orange County Convention Center. There were over 20 different topics offered that will enhance job performance and job knowledge. The topics included HIPAA, Child Abuse & Neglect, Blood Borne Pathogens, Effective Parent Meetings, Fatherhood Engagement, Head Start 101, School Readiness & Parent, Family & Community Engagement, Administration of Medicine, Let's Move, STEM, and many more.

Region IV Office of Head Start:

Orange County Head Start submitted an application for a duration supplement COLA on July 1, 2016. The application was approved by both the Policy Council and Board of County Commissioners. Orange County Head Start requested approval to use the funds for operational cost rather than salaries due to the county 3.5% salary increase received by all employees. Since the submission of the application the Office of Head Start has requested additional information from OCHS. All information has been submitted and waiting on final approval.

National Updates from the Office of Head Start:

During the months of July & August the information shared on the national level was resources to help programs prepare for the school year. Information that Orange County Head Start is considering to utilize, is the tools that were provided for ensuring the program is a welcome environment for the LGBT community. As a program we have not spent much time on ensuring staff was knowledgeable, policies were supportive and centers were welcoming to the LGBT community.



APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: July 12, 2016

Interoffice Memorandum

AGENDA ITEM

June 30, 2016

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager *Sonya L. Hill*
Family Services Department
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Orange County Family Services Department
Head Start Division Standard Operating Procedures
BCC Meeting 7/12/16 Consent Agenda/All Districts

The Head Start Division requests Board approval of the Orange County Family Services Department, Head Start Division Standard Operating Procedures (SOPs), as required annually by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start. The SOPs establish operational and technical components of the Head Start Program. These formal written guidelines serve as instruction for Program Performance as follows: 1304, 1305, 1308, and 1310; Florida Department of Children and Families Child Care Standards Administrative Code, Section 65C-22, Florida Statutes; Orange County Policy Manual and Operational Regulations, Sections 103 and 401. The Policy Council approved the Head Start Division SOPs on November 19, 2015.

ACTION REQUESTED: Approval of Orange County Family Services Head Start Division Standard Operating Procedures.

SH/kp

C: George A. Ralls, M.D., Deputy County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda S. Brown, Manager, Fiscal Division, Family Services Department
Jamilie Clemens, Grants Supervisor, Finance Division
Patria Morales, Grants Coordinator, Office of Management & Budget

Monthly Report to Head Start Policy Council

Nutrition: JULY 2016

Number of breakfasts served	7,655
Number of lunches served	7,818
Number of snacks served	7,170
Number of meals reimbursed by USDA	21,486
Number of meals disallowed for reimbursement	0
Number of children evaluated for nutritional concerns	816
Number of children receiving nutritional education and further care	99
Number of monitoring visits to ensure compliance with USDA Regulations	3
Number of monitoring visits requiring a corrective action plan	0
Number of nutritional activities conducted (ALL CLASSROOMS)	45
Types of nutritional activities conducted "Yogurt Smoothie"	

**Orange County Family Services Department
Head Start Division**

**Medical/Dental Services Monthly Report
July 2016**

- ❑ The Medical/Dental services staff performed 246 new health status evaluations.
- ❑ 69 additional health update evaluations were completed.
- ❑ 57 additional immunization evaluations were completed.
- ❑ 22 additional blood lead tests were reviewed.
- ❑ 46 dental examinations were evaluated. Of these, 11 children were diagnosed as needing treatment.
- ❑ Dental treatment verification was received and evaluated for 3 children.
- ❑ 21 parent contacts were initiated regarding health concerns and health screening and examination needs.
- ❑ 5 health action plans were completed and discussed with staff.
- ❑ Health technical assistance was given to staff on 2 occasions.
- ❑ 12 Physician Medication Orders were received, evaluated, and reviewed with staff. Medication information and administration technique training was provided as needed.
- ❑ Staff training was provided on 2 occasions.
- ❑ No blood pressure screenings were completed.
- ❑ No vision screenings were completed.
- ❑ 1 child was evaluated for health concerns.
- ❑ 12 health provider consultations were made.
- ❑ Center visits were made on 2 occasions for health issues, observations, and monitoring.

DISABILITIES/MENTAL HEALTH REPORT

JULY 2016

One (1) child was diagnosed with a disability by OCPS for the month of July 2016. A total of two hundred sixty-eight (268) children have been diagnosed with a disability by LEA, for a seventeen percent (17.4%) mandated compliance since school started last August 2015.

A total of two hundred thirty-four (234) children have been diagnosed with a disability by contracted providers since school started last August 2015.

Two (2) children were referred in the month of July 2016 for mental health services. A total of one hundred seventy-eight (178) children have been referred since school started last August 2015.

A total of one hundred sixty-eight (168) children are receiving mental health services for behavior issues since school started last August 2015.

Nine (9) visits to centers were completed for the month of July 2016. A total of four hundred seventeen (417) visits to centers to: provide technical assistance to staff, conduct observations, conduct health screenings, and complete monitoring visits since school started last August 2015.

Five (05) hearing screenings completed for the month of July 2016. A total of one thousand seven hundred and seventy-two (1,772) Hearing screenings completed since school started last August 2015.

Thirteen (13) monitoring visits to classrooms were completed for the month of July 2016. A total of one hundred sixty-one (161) monitoring visits were completed from October 2015 until July 2016.

Parent Family and Community Engagement 2015-2016

Monthly Report: July 2016

- Six hundred fifty (650) children were enrolled in the Head Start Program for the month of July 2016.
- Three hundred ninety seven (397) children are on the Waiting List 2016-2017.
- Four (4) Attendance home visits.
- One (1) family received Crisis/Emergency Assistance.
- Zero (0) parents received Educational Services.
- Four hundred thirty three (433) Health Services Follow ups were done by Community Service Worker.
- Eighteen (18) families were referred for family services.
- Nine (9) were provided families services
- Seven (7) Parent Meetings were held this month. Seventy two (72) parents attended parents meetings. seven (7) males attended.
- Zero (0) Fatherhood Activities was held this month. Zero (0) fathers attended fatherhood initiatives.
- Eight (8) Parent Trainings were held this month. Sixty nine (69) parents attended Parents Trainings.

Trainings:

- Transition to Kindergarten-School Readiness
- Parent Transitional Orientation

ORANGE COUNTY HEAD START 2015-2016

FAMILY AND COMMUNITY ENGAGEMENT

ERSEA REPORT

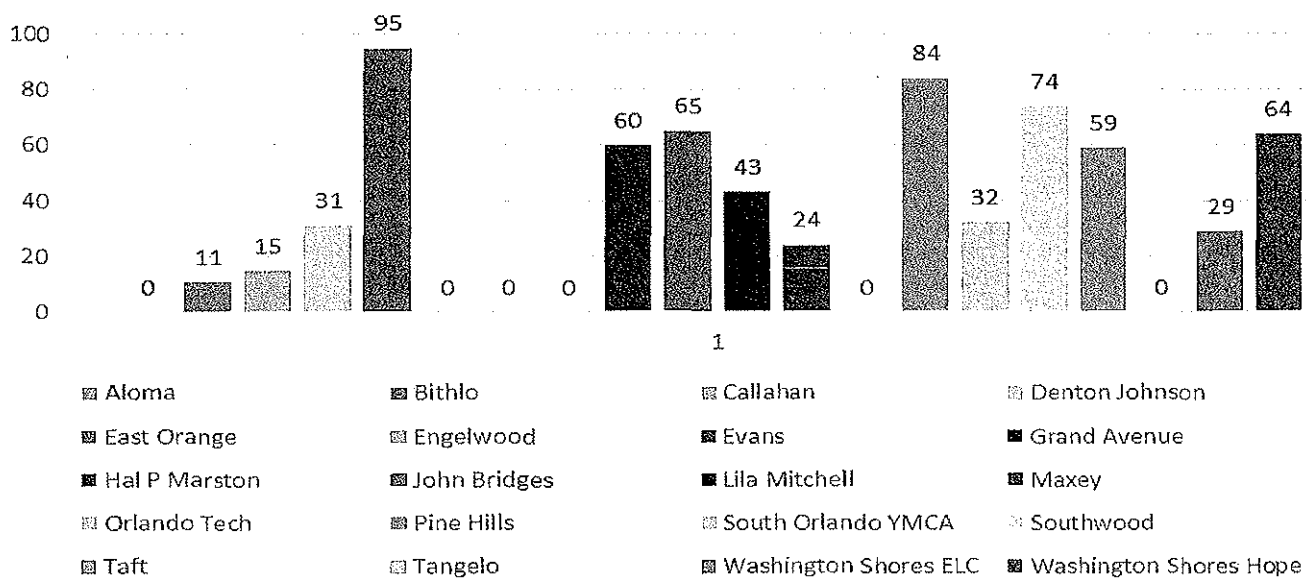
MONTH: July

YEAR: 2016

ENROLLMENT 2015-2016

Total: 650/780 (July 22, 2016)

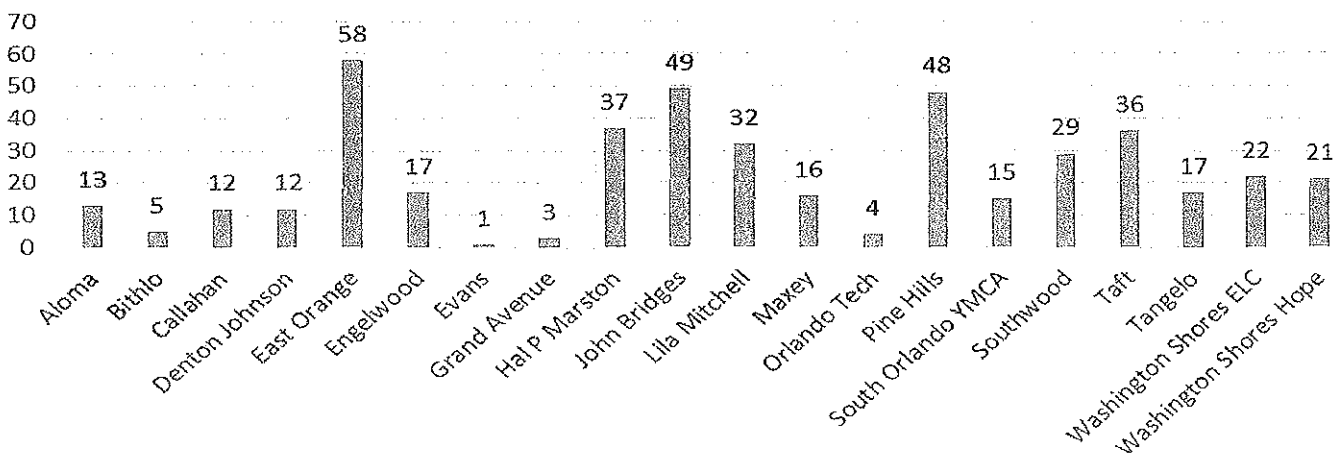
Enrollment (End of the Month)



ENROLLMENT TURNOVER 2015-2016

July 2016 – 447 Children

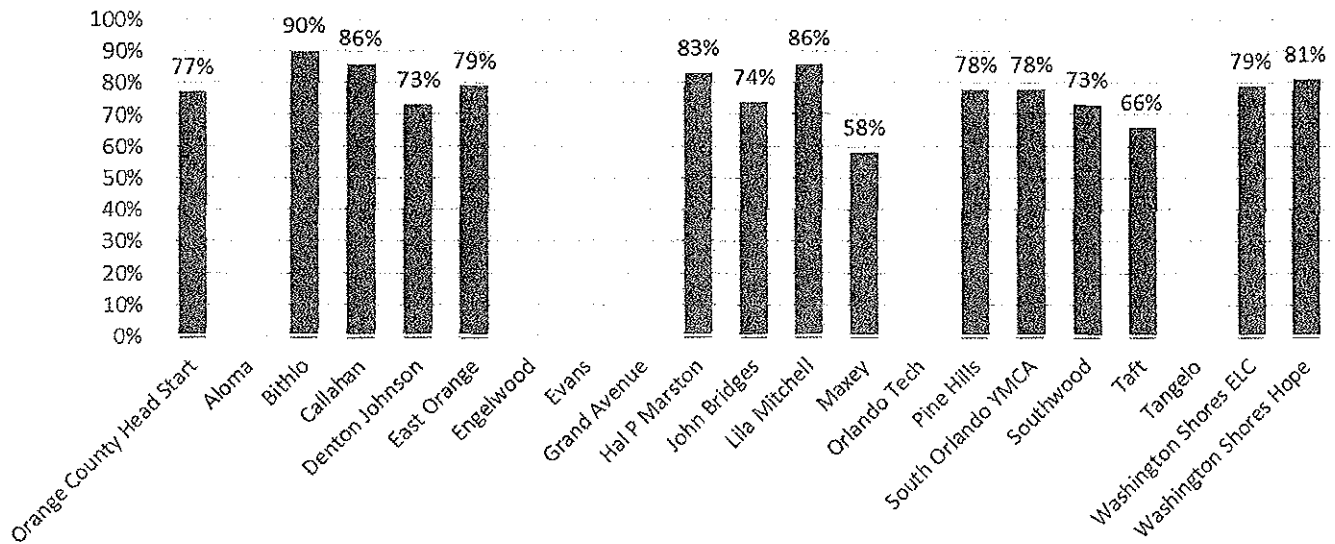
Enrollment Turnover by July 22



ATTENDANCE 2015-2016

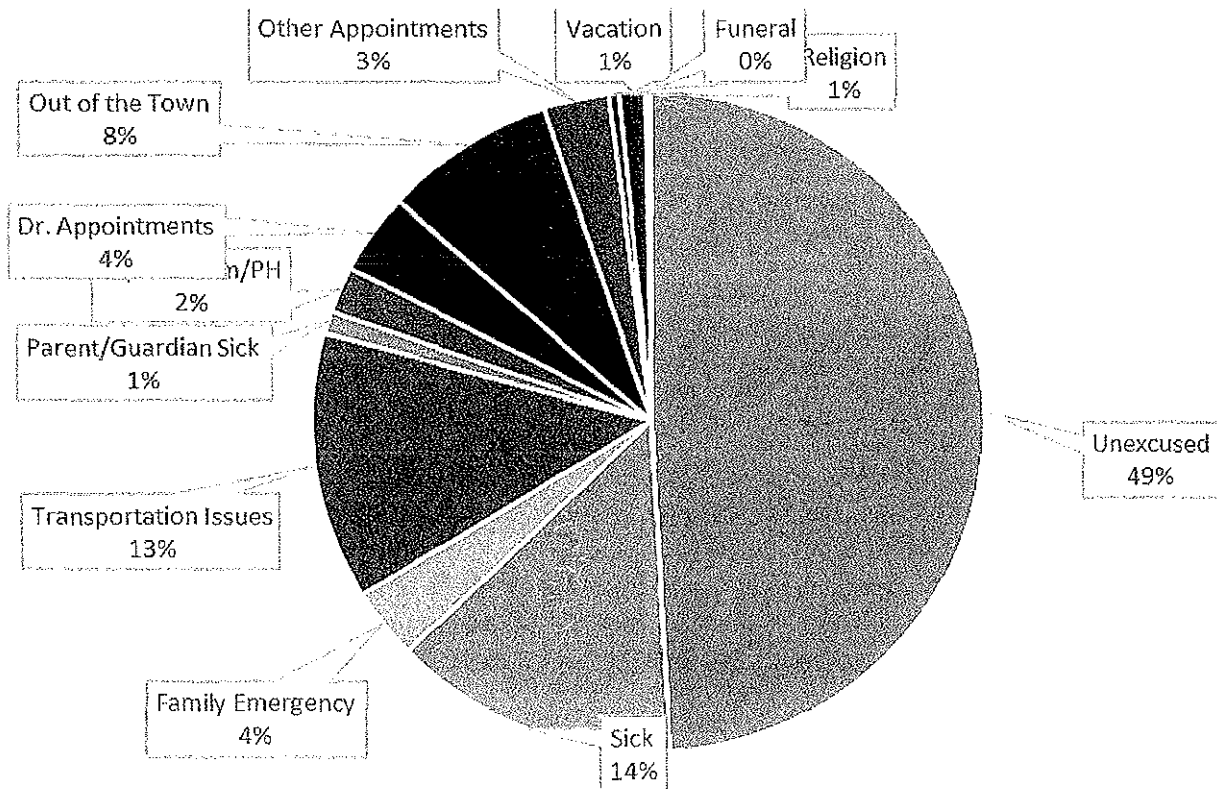
July 2016 – 77% (15 Operating Days)

Average Daily Attendance



ATTENDANCE: REASONS OF ABSENCES 2015-2016

June 30, 2016 - Total of absences: 2244



ORANGE COUNTY HEAD START 2016-2017

FAMILY AND COMMUNITY ENGAGEMENT

ERSEA REPORT

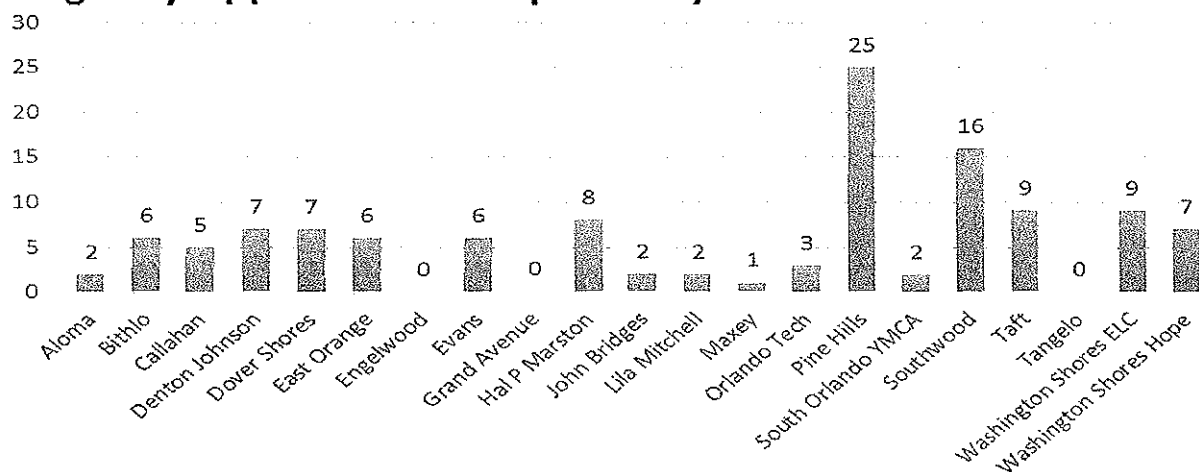
MONTH: July

YEAR: 2016

ELIGIBILITY 2016-2017

Total: 123 Applications (New/ July 2016)

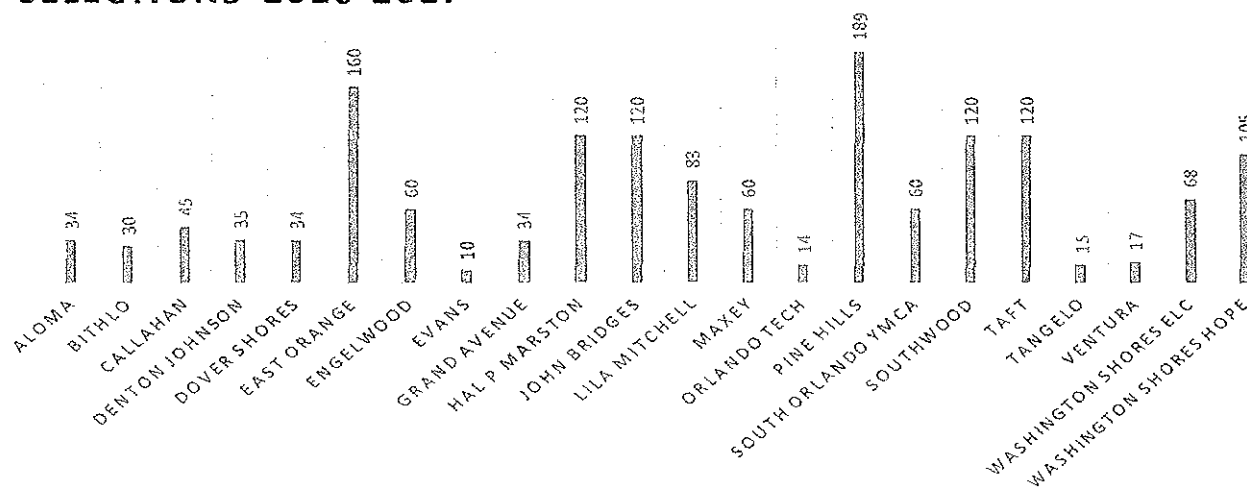
Eligibility Applications completed by site



SELECTION 2016-2017

Selections by July 2016

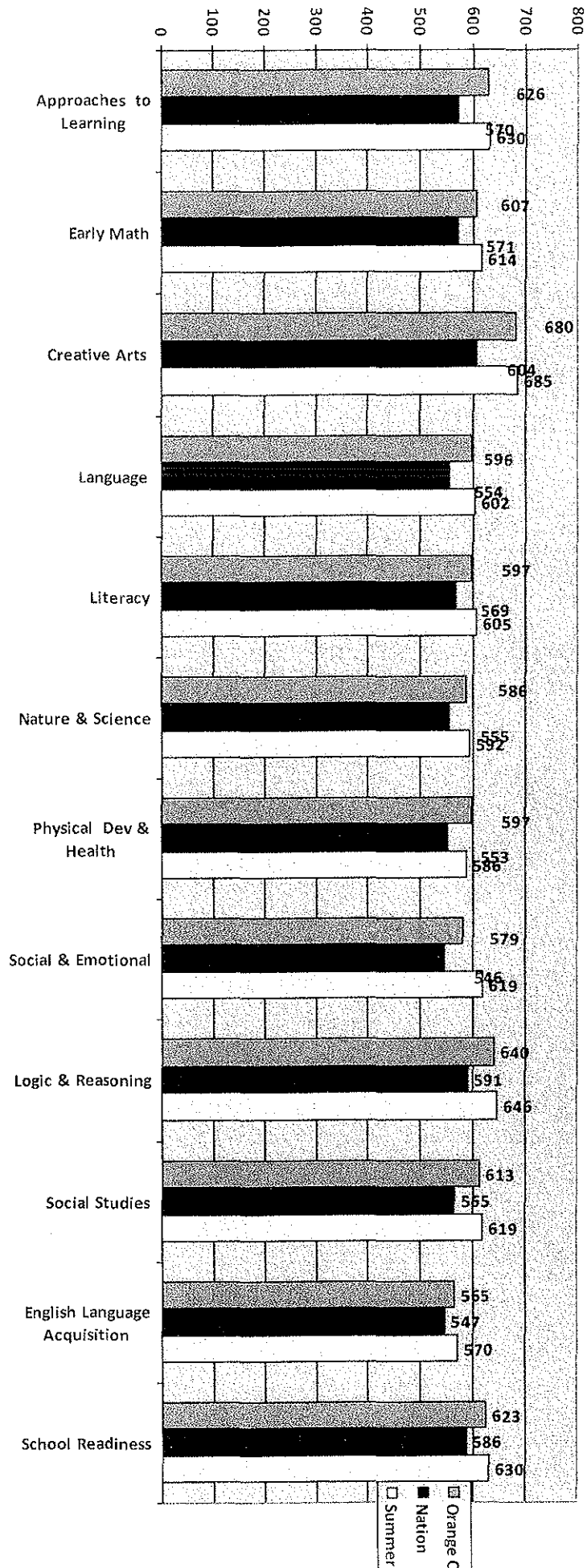
SELECTIONS 2016-2017

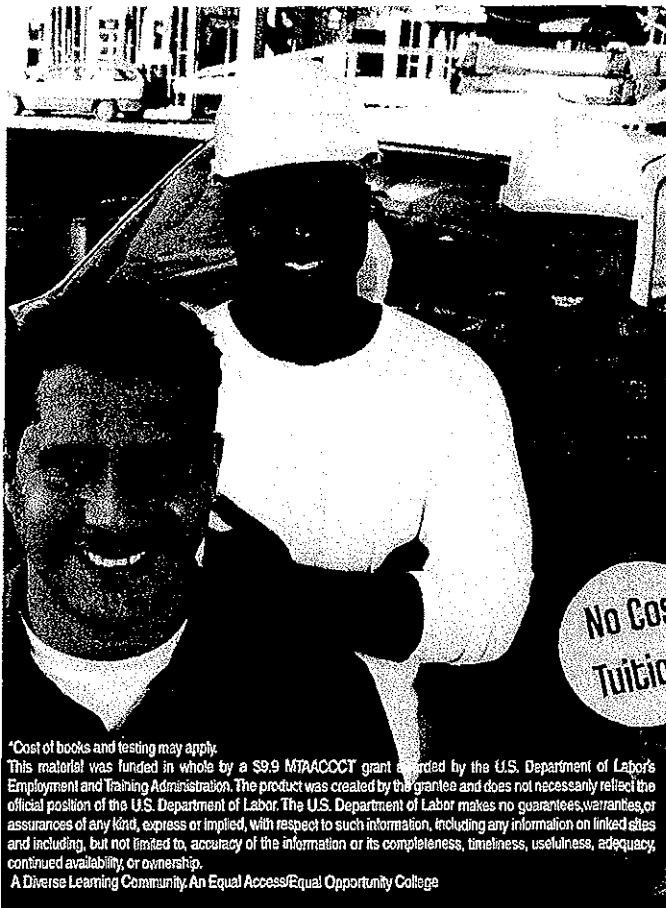


RECRUITMENT EFFORTS PER SITE 2014-2017

Site	# Recruitment Efforts	Summary
Aloma	0	
Bithlo	0	
Callahan	0	
Denton Johnson	0	
Dover Shores	0	
East Orange	0	
Engelwood	0	
Evans	0	
Grand Avenue	0	
Hal P Marston	0	
John Bridges	0	
Lila Mitchell	0	
Maxey	0	
Orlando Tech	0	
Pine Hills	0	
South Orlando YMCA	0	
Southwood	0	
Taft	0	
Tangelo	0	
Ventura	0	
Washington Shores ELC	0	
Washington Shores Hope	0	

Orange County Head Start
Child Outcomes
4 year olds
School Year 8/24/16/13/16
Summer 6/13/16-7/22/16





*Cost of books and testing may apply.

This material was funded in whole by a \$9.9 MTRACCOCT grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

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 or call 407-708-2206

OSHA 30-Hour Training for the Construction Industry

Introduction to OSHA – 2 Hours

- ★ History of OSHA
- ★ Worker Rights Under OSHA
- ★ Employer Responsibilities Under OSHA
- ★ OSHA Standards
- ★ OSHA Inspections
- ★ Where To Go For Help
- ★ Lesson Review

Construction Focus Four: Fall Hazards – 2 Hours

- ★ What Is a Hazard?
- ★ Major Types of Fall Hazards in Construction
- ★ Protecting Yourself from Fall Hazards
- ★ Employer Requirements to Protect Workers from Fall Hazards
- ★ Lesson Review

Construction Focus Four: Electrocution Hazards – 1.5 Hours

- ★ What is an Electrocution Hazard?
- ★ Major Types of Electrocution Hazards
- ★ Protecting Yourself from Electrocution Hazards
- ★ Employer Responsibilities
- ★ Lesson Review

Construction Focus Four: Struck-By Hazards – 1.5 Hours

- ★ What is a Struck-By Hazard?
- ★ Major Types of Struck-By Hazards in Construction
- ★ Protecting Yourself from Struck-By Hazards
- ★ Employer Requirements
- ★ Lesson Review

Construction Focus Four: Caught-In/Between Hazards – 1 Hour

- ★ What is a Caught-In/Between Hazard?
- ★ Major Types of Caught-In/Between Hazards
- ★ Protecting Yourself from Caught-In/Between Hazards
- ★ Employer Requirements
- ★ Lesson Review

OSHA 30-Hour Training for the Construction Industry

Fire Protection and Prevention – 1.5 Hours

- ★ Fire Prevention Introduction
- ★ Fire Tetrahedron and the Principles of Fire
- ★ Fire Protection
- ★ Fire Prevention and Storage
- ★ Safe Product Use & Hazard Avoidance
- ★ Common Fire Hazards
- ★ Review

Welding and Cutting – 1 Hour

- ★ Welding & Cutting Introduction
- ★ Arc Welding & Cutting
- ★ Fire Prevention
- ★ Preservative Coatings
- ★ Review

Scaffolds – 1.5 Hours

- ★ Scaffolds Introduction
- ★ Common Hazards
- ★ Scaffolding Types & Requirements
- ★ Suspended Scaffolds
- ★ Responsible Persons
- ★ Aerial Lifts
- ★ Training Requirements
- ★ Review

Cranes – 1.5 Hours

- ★ Cranes Introduction
- ★ Specific Crane Type Regulations
- ★ Crane or Derrick Personnel Platforms
- ★ Helicopter Cranes
- ★ General Requirements for Hoists and Elevators
- ★ Common Hazards
- ★ Review

Excavations – 2 Hours

- ★ Excavations Introduction
- ★ Specific Excavation Requirements
- ★ Soil Classification
- ★ Protective Systems
- ★ Sloping & Benching
- ★ Shoring & Shielding
- ★ Excavation Hazards
- ★ Review



ORANGE COUNTY GOVERNMENT
HEAD START
**POLICY COUNCIL MEETING
MINUTES**



1768 East Michigan Street
Orlando, FL 32806
July 21, 2016

Call to Order by: Dexter Nelson, Chairperson 6:51 p.m.

Roll Call by: Charmaine Jobson – Representative, East Orange

Chairperson Nelson stated a quorum was established.

<u>Name</u>	<u>Center</u>	<u>Classification</u>
Charmaine Jobson	East Orange	Representative
Wilhere Philistin	Evans	Representative
Jacqueline Eugene	Hal P. Marston	Representative
Luz Martines	Taft	Representative
Tonette Vance	Washington Shores/ELC	Representative
Dexter Nelson	Community Rep	Past Parent/Chairman
Jeneka Lloyd	Community Rep	Past Parent/Vice Chair
Victoria Siplin	Community Rep	Commissioner
Shantara Gibson	4C	Community Rep

Excused

Abigail Soriano	Southwood	Representative
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Staff

Helen Hill	Main Office	Sr. Program Manager
Milagros Font	Main Office	Sr. Program Manager
Sandra Moore	Main Office	Administrative Assistant
Avis McWhite	Main Office	Sr. Program Manager
Jessica Campbell	Marston/Evans	CSW
Pedro Berrios	Main Office	Warehouse Tech
Teresa Williams	Main Office	Field Ops Supervisor
Colette Johnson-Thomas	Main Office	Sr. CSW
Kerry-Ann Smith	Main Office	Nutrition Assistant

Child Care Staff

Polly Boulter	WS @ the Hope	Teacher Assistant
Sonja Austin	WS @ the Hope	Teacher Assistant

Absent

Crystal Ortiz	Engelwood	Representative
Wilhere Philistin	Evans	Representative
Shamika Sears	John Bridges	Representative

Deborah Knighton	Lila Mitchell	Representative
Regina Brown	Maxey	Representative
Manoucheka Green	Pine Hills	Representative
Kimarie Deosarran	So Orlando YMCA	Representative
Sominins Colas	Tangelo	Representative
Rachelle LaCarte	Washington Shores/Hope	Representative
Catherine Monaros	Aloma	Alternate
Chelsea Rivet	Bithlo	Alternate
Akia Williamson	Callahan	Alternate
Crystal Jewel	Denton Johnson	Alternate
Aida Cruz	East Orange	Alternate
Aidaliz Pickard	Engelwood	Alternate
Daisy Mercado	Evans	Alternate
Alexis Allen	Grand Avenue	Alternate
Candace Darcuiel	Hal P. Marston	Alternate
Janie Quiros	John Bridges	Alternate
Elizabeth Algarin	Lila Mitchell	Alternate
Ivette Ortiz Rosa	Maxey	Alternate
Quagee Gaines	Orlando Tech	Alternate
Shannese Anderson	Pine Hills	Alternate
Kiarra Pugh	So Orlando YMCA	Alternate
Jackie Dorvil	Southwood	Alternate
Jeanette Diaz	Taft	Alternate
April Forney	Tangelo	Alternate
Tabatha Rucker	WS/ELC	Alternate
Algic Alexander	WS/ @ the Hope	Alternate

Chairperson Nelson requested a motion to adopt the agenda with changes

Add under New Business D. Vacancy

Motion: Jeneka Lloyd, Vice Chair

Seconded: Charmaine Jobson, Representative, East Orange

Status: The motion was carried to adopt agenda with the changes with no objections

No Speakers

Secretary Report and review of minutes

Chairperson Nelson requested a motion to approve the minutes from June 16, 2016 with the following changes: Dexter Nelson was absent, Victoria Siplin was absent, Tina Wells served as Victoria Siplin's alternate

Motion: Jacqueline Eugene, Representative, Hal P. Marston

Seconded: Jeneka Lloyd, Vice Chairperson

Status: The motion was carried with no objections

HR Report

Avis McWhite, Sr. Program Manager is seeking approval to hire qualified applicants for the positions of; Teacher, Teacher Assistant and Teacher Aide. (see attached)

Chairperson Nelson requested a motion to approve the HR report and accept the recommendations for hire reported by Avis McWhite

Motion: Tonette Vance, Representative, Washington Shores/ELC
Seconded: Jacqueline Eugene, Representative, Hal P. Marston
Status: The motion was carried with no objections

Budget Report delivered by Charmaine Jobson, Treasurer

USDA report 91% of budget has been used in this area; reason is the vacancies and outstanding bills.

Question was asked why the amount used in June was higher than the previous month when school was out in June. Milagros answered that the May bills were paid in June.

Head Start Division Manager Report: No report this month

Helen Hill reminded the group about the Pre-Service conference August 1 – 4, 2016 at the Orange County Convention Center and all Policy Council members are invited to attend to get a glimpse of the training the staff goes through.

Commissioner Siplin Liaison Report

- Last weekend Commissioner Siplin had over 200 attend sealing and expungement workshop. Attendees received information and appointed attorneys saving them over 1,500.00 towards clearing their records
- Next week at Evans will be a back to school event school supply giveaway.
- A Caribbean help center is in the works in next year's budget to help the Caribbean community. It will be located on Colonial Drive and Powers.
- Wants parents to be aware of what the different Elementary, Middle, and High Schools have to offer. They can apply to different magnet schools. Partnering with OCPS would improve educating our parents to make better decisions.

Status of Board of County Commissioners Vote - Helen Hill

Approval of Head Start requests for filing of the Program Information & Updates and meeting minutes for the official county record. The following have been submitted;

Head Start Policy Council Program Information and Updates May 2016

Head Start Policy Council Meeting Minutes April 21, 2016

Service Area Reports:

- Education Report by Vidya Deonarine, Curriculum Specialist
- Health, Nutrition, Mental Health & Disabilities Report by Milagros Font

- PFCE Report by Colette Thomas

Old Business

- Changing of the Guard will be September 15, 2016. Training will be September 10, 2016 at Pine Hills Community Center.

New Business:

- New Sites – Dover Shores Elementary and Ventura Elementary
- Uniforms – Letters went out to parents about the uniforms. This is not mandatory but highly recommended. Shirts may be ordered through their center or parents may purchase red polos and tee shirts from any retailer.
- There is a seat vacated on the Executive Board. Kimberly Melton / Parliamentarian has left the position. Dexter Nelson read the duties of the Parliamentarian from the By-Laws. Charmaine Jobson elected Jacqueline Eugene for the position. She declined the nomination. This position remains vacant.

Public Comment

None

Chairperson Nelson requested a motion to adjourn the meeting

Motion: Jacqueline Eugene, Representative, Hal P. Marston

Seconded: Charmaine Jobson, Treasurer

Meeting Adjourned at 7:50


Signature


Date

**NEXT POLICY COUNCIL MEETING
THURSDAY, AUGUST 18, 2016
GOV- Great Oaks Village Dining Hall
1768 E. MICHIGAN STREET
ORLANDO, FL 32806
6:30 pm**



FIRE RESCUE DEPARTMENT

OTTO DROZD, III

Fire Chief, EFO, CFO

P.O. Box 5879

Winter Park, Florida 32793

407-836-9112 • FAX 407-836-9106

Otto.Drozdz@ocfl.net

September 6, 2016

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

THROUGH: Dr. George Ralls
Deputy County Administrator

FROM: Otto Drozd III, Fire Chief
Fire Rescue Department

CONTACT: Mike Wajda, Division Chief, Operations
Orange County Fire Rescue Department
407.836.9102

SUBJECT: October 4, 2016 – Consent Item

Since 1977, Orange County has partnered with other fire agencies to jointly sponsor and participate in firefighter, emergency medical and emergency management training. In 2005, this partnership was formalized in an Interlocal Agreement establishing the Central Florida Fire Consortium. Today the Consortium is comprised of multiple county and city fire agencies and its training facility is located at 2966 W. Oakridge Road, Orlando, FL 32809.

Under the terms of the agreement, participants pay an annual fee for use of the training facility with unique capabilities including a "Burn Building", a four story training tower and liquid petroleum gas fire training. The Consortium also offers various training programs at a reduced rate. The membership cost to Orange County for FY 2016-2017 is \$114,812.40.

ACTION REQUESTED: Approval of payment of the FY 2016-2017 Annual Fee associated with the Interlocal Agreement between Orange County and the Central Florida Fire Consortium in the amount of \$114,812.40 for membership services.

c: Ajit Lalchandani, County Administrator

The Central Florida Fire Consortium

August 2, 2016

Dear Board Member,

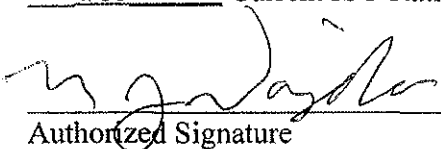
Budget time is upon us. In order to calculate next year's membership dues, please indicate the number of **certified firefighters and/or fire inspectors** you anticipate having on staff October 1, 2016. I am asking for realistically anticipated staffing levels for October 1 in order to more accurately calculate membership dues.

If you have members that are fire inspectors only (and not firefighters) you are asked to include them in as well, since they receive the same reduced course fee benefit as our firefighter members.

Please provide the requested information below, sign and **return this to me no later than September 1, 2016**. You can FAX, mail, email or you can bring it in!

Thank You,

Jo Etta Stahl
Facilities Manager


<u>964</u> # of Cert. Career Firefighters and/or Fire Inspectors for Oct 1, 2016	
<u>0</u> # of Volunteer/Reserve Firefighters for Oct 1, 2016	
<u>4/8b</u> Current ISO Rating	
 _____ Authorized Signature	<u>8-31-16</u> _____ Date
<u>Michael Wajda</u> _____ Print Name	<u>Division Chief</u> _____ Title




FIRE RESCUE DEPART
OTTO DROZD, III
Fire Chief, EFO, CFO
6590 Amory Court
Winter Park FL 32792
407-836-9112 • FAX 407-836-9106
Otto.Drozdz@ocfl.net

September 23, 2016

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

THROUGH: Dr. George Ralls 
Deputy County Administrator

FROM: Otto Drozd III, Fire Chief 
Fire Rescue Department

CONTACT PERSON: Alex Morales, Fiscal & Operational Support Manager
(407) 836-9015

SUBJECT: October 4, 2016 – Consent Agenda Item
Medicare Provider Enrollment Revalidation

Orange County Fire Rescue provides Emergency Medical Services (EMS) to the citizens and visitors of Orange County. Currently, over half of the EMS transport revenue comes from Medicare.

In accordance with 42 CFR §424.515, to maintain Medicare billing privileges, a provider must resubmit and recertify the accuracy of its enrollment information generally every five years. Revalidation ensures the enrollment information on file with Medicare remains complete and up-to-date.

Orange County Fire Rescue's revalidation enrollment application and associated documents are due to Centers for Medicare & Medicaid Services (CMS) by November 30, 2016.

ACTION REQUESTED: Authorization for County staff to complete the Medicare Enrollment Application with all associated documents; delegation of authority to the County Administrator to serve as the Authorized Official to execute the application and all future Medicare revalidation enrollment applications and associated documentation; and assignment of the Director of the Fire Rescue Department to serve as the Delegated Official.



MEDICARE ENROLLMENT APPLICATION

Clinics/Group Practices
and Certain Other Suppliers

CMS-855B

SEE PAGE 1 TO DETERMINE IF YOU ARE COMPLETING THE CORRECT APPLICATION.

SEE PAGE 2 FOR INFORMATION ON WHERE TO MAIL THIS APPLICATION.

SEE PAGE 35 TO FIND A LIST OF THE SUPPORTING DOCUMENTATION THAT MUST BE SUBMITTED WITH THIS APPLICATION.



WHO SHOULD SUBMIT THIS APPLICATION

Clinics and group practices can apply for enrollment in the Medicare program or make a change in their enrollment information using either:

- The Internet-based Provider Enrollment, Chain and Ownership System (PECOS), or
- The paper enrollment application process (e.g., CMS 855B).

For additional information regarding the Medicare enrollment process, including Internet-based PECOS, go to <http://www.cms.gov/MedicareProviderSupEnroll>.

Clinics and group practices who are enrolled in the Medicare program, but have not submitted the CMS 855B since 2003, are required to submit a Medicare enrollment application (i.e., Internet-based PECOS or the CMS 855B) as an initial application when reporting a change for the first time.

The following suppliers must complete this application to initiate the enrollment process:

- | | |
|--|--|
| • Ambulance Service Supplier | • Mammography Center |
| • Ambulatory Surgical Center | • Mass Immunization (Roster Biller Only) |
| • Clinic/Group Practice | • Part B Drug Vendor |
| • Independent Clinical Laboratory | • Portable X-ray Supplier |
| • Independent Diagnostic Testing Facility (IDTF) | • Radiation Therapy Center |
| • Intensive Cardiac Rehabilitation Supplier | |

If your supplier type is not listed above, contact your designated fee-for-service contractor before you submit this application.

Complete and submit this application if you are an organization/group that plans to bill Medicare and you are:

- A **medical practice or clinic that will bill for Medicare Part B services** (e.g., group practices, clinics, independent laboratories, portable x-ray suppliers).
- A **hospital or other medical practice or clinic** that may bill for Medicare Part A services but will also bill for Medicare Part B practitioner services or provide purchased laboratory tests to other entities that bill Medicare Part B.
- **Currently enrolled with a Medicare fee-for-service contractor but need to enroll in another fee-for-service contractor's jurisdiction** (e.g., you have opened a practice location in a geographic territory serviced by another Medicare fee-for-service contractor).
- **Currently enrolled in Medicare and need to make changes to your enrollment data** (e.g., you have added or changed a practice location). Changes must be reported in accordance with the timeframes established in 42 C.F.R. § 424.516(d). (IDTF changes of information must be reported in accordance with 42 C.F.R. § 410.33.)

BILLING NUMBER INFORMATION

The National Provider Identifier (NPI) is the standard unique health identifier for health care providers and is assigned by the National Plan and Provider Enumeration System (NPPES). **As a Medicare health supplier, you must obtain an NPI prior to enrolling in Medicare or before submitting a change for your existing Medicare enrollment information.** Applying for an NPI is a process separate from Medicare enrollment. As a supplier, it is your responsibility to determine if you have "subparts." A subpart is a component of an organization (supplier) that furnishes healthcare and is not itself a legal entity. If you do have subparts, you must determine if they should obtain their own unique NPIs. Before you complete this enrollment application, you need to make those determinations and obtain NPI(s) accordingly.

Important: For NPI purposes, sole proprietors and sole proprietorships are considered to be “Type 1” providers. Organizations (e.g., corporations, partnerships) are treated as “Type 2” entities. When reporting the NPI of a sole proprietor on this application, therefore, the individual’s Type 1 NPI should be reported; for organizations, the Type 2 NPI should be furnished.

To obtain an NPI, you may apply online at <https://NPPES.cms.hhs.gov>. For more information about subparts, visit www.cms.gov/NationalProvIdentStand to view the “Medicare Expectations Subparts Paper.”

The Medicare Identification Number, often referred to as a Provider Transaction Access Number (PTAN) or Medicare “legacy” number, is a generic term for any number other than the NPI that is used to identify a Medicare supplier.

INSTRUCTIONS FOR COMPLETING AND SUBMITTING THIS APPLICATION

- Type or print all information so that it is legible. Do not use pencil.
- Report additional information within a section by copying and completing that section for each additional entry.
- Attach all required supporting documentation.
- Keep a copy of your completed Medicare enrollment package for your records.
- Send the completed application with original signatures and all required documentation to your designated Medicare fee-for-service contractor.

AVOID DELAYS IN YOUR ENROLLMENT

To avoid delays in the enrollment process, you should:

- Complete all required sections.
- Ensure that the legal business name shown in Section 2 matches the name on the tax documents.
- Ensure that the correspondence address shown in Section 2 is the supplier’s address.
- Enter your NPI in the applicable sections.
- Enter all applicable dates.
- Ensure that the correct person signs the application.
- Send your application and all supporting documentation to the designated fee-for-service contractor.

ADDITIONAL INFORMATION

For additional information regarding the Medicare enrollment process, visit www.cms.gov/MedicareProviderSupEnroll.

The fee-for-service contractor may request, at any time during the enrollment process, documentation to support and validate information reported on the application. You are responsible for providing this documentation in a timely manner.

Certain information you provide on this application is considered to be protected under 5 U.S.C. Section 552(b)(4) and/or (b)(6), respectively. For more information, see the last page of this application for the Privacy Act Statement.

MAIL YOUR APPLICATION

The Medicare fee-for-service contractor (also referred to as a carrier or a Medicare administrative contractor) that services your State is responsible for processing your enrollment application. To locate the mailing address for your fee-for-service contractor, go to www.cms.gov/MedicareProviderSupEnroll.

SECTION 1: BASIC INFORMATION

NEW ENROLLEES AND THOSE WITH A NEW TAX ID NUMBER

If you are:

- Enrolling in the Medicare program for the first time with this Medicare fee-for-service contractor under this tax identification number.
- Already enrolled with a Medicare fee-for-service contractor but are establishing a practice location in another fee-for-service contractor's jurisdiction.
- Enrolled with a Medicare fee-for-service contractor but have a new tax identification number. If you are reporting a change to your tax identification number, you must complete a new application.
- A hospital or an individual hospital department that is enrolling with a fee-for-service contractor to bill for Part B services.

The following actions apply to Medicare suppliers already enrolled in the program:

ENROLLED MEDICARE SUPPLIERS

Reactivation

To reactivate your Medicare billing privileges, submit this enrollment application. In addition, prior to being reactivated, you must be able to submit a valid claim and meet all current requirements for your supplier type before reactivation may occur.

Voluntary Termination

A supplier should voluntarily terminate its Medicare enrollment when it:

- Will no longer be rendering services to Medicare patients, or
- Is planning to cease (or has ceased) operations.

Change of Ownership

If a hospital, ambulatory surgical center, or portable X-ray supplier is undergoing a change of ownership (CHOW) in accordance with the principles outlined in 42 C.F.R. 489.18, the entity must submit a new application for the new ownership.

Change of Information

A change of information should be submitted if you are changing, adding or deleting information under your current tax identification number.

Changes in your existing enrollment data must be reported to the fee-for-service contractor in accordance with 42 C.F.R. § 424.516 (Physician and Non Physician Practitioner Organizations). (IDTF changes of information must comply with the provisions found at 42 C.F.R. § 410.33.)

If you are already enrolled in Medicare and are not receiving Medicare payments via EFT, any change to your enrollment information will require you to submit a CMS-588 form. All future payments will then be made via EFT.

Revalidation

CMS may require you to submit or update your enrollment information. The fee-for-service contractor will notify you when it is time for you to revalidate your enrollment information. Do not submit a revalidation application until you have been contacted by the fee-for-service contractor.

SECTION 1: BASIC INFORMATION**ALL APPLICANTS MUST COMPLETE THIS SECTION** *(See instructions for details.)***A. Check one box and complete the required sections.**

REASON FOR APPLICATION	BILLING NUMBER INFORMATION	REQUIRED SECTIONS
<input type="checkbox"/> You are a new enrollee in Medicare	Enter your Medicare Identification Number <i>(if issued)</i> and the NPI you would like to link to this number in Section 4.	Complete all applicable sections Ambulance suppliers must complete Attachment 1 IDTF suppliers must complete Attachment 2
<input type="checkbox"/> You are enrolling in another fee-for-service contractor's jurisdiction	Enter your Medicare Identification Number <i>(if issued)</i> and the NPI you would like to link to this number in Section 4.	Complete all applicable sections Ambulance suppliers must complete Attachment 1 IDTF suppliers must complete Attachment 2
<input type="checkbox"/> You are reactivating your Medicare enrollment	Enter your Medicare Identification Number <i>(if issued)</i> and the NPI you would like to link to this number in Section 4. Medicare Identification Number(s) <i>(if issued)</i> : National Provider Identifier <i>(if issued)</i> :	Complete all applicable sections Ambulance suppliers must complete Attachment 1 IDTF suppliers must complete Attachment 2
<input type="checkbox"/> You are voluntarily terminating your Medicare enrollment. (This is not the same as "opting out" of the program)	Effective Date of Termination: Medicare Identification Number(s) to Terminate <i>(if issued)</i> : National Provider Identifier <i>(if issued)</i> :	Sections 1, 2B1, 13, and either 15 or 16 If you are terminating an employment arrangement with a physician assistant, complete Sections 1A, 2G, 13, and either 15 or 16

SECTION 1: BASIC INFORMATION *(Continued)***ALL APPLICANTS MUST COMPLETE THIS SECTION** *(See instructions for details.)***A. Check one box and complete the required sections.**

REASON FOR APPLICATION	BILLING NUMBER INFORMATION	REQUIRED SECTIONS
<input type="checkbox"/> You are changing your Medicare information	Medicare Identification Number: National Provider Identifier <i>(if issued)</i> :	Go to Section 1B
<input type="checkbox"/> You are revalidating your Medicare enrollment	Enter your Medicare Identification Number <i>(if issued)</i> and the NPI you would like to link to this number in Section 4.	Complete all applicable sections Ambulance suppliers must complete Attachment 1 IDTF suppliers must complete Attachment 2

SECTION 1: BASIC INFORMATION *(Continued)***B. Check all that apply and complete the required sections:**

	REQUIRED SECTIONS
<input type="checkbox"/> Identifying Information	1, 2 (complete only those sections that are changing), 3, 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Final Adverse Actions/Convictions	1, 2B1, 3, 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Practice Location Information, Payment Address & Medical Record Storage Information	1, 2B1, 3, 4 (complete only those sections that are changing), 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Change of Ownership (Hospitals, Portable X-Ray Suppliers & Ambulatory Surgical Centers Only)	Complete all sections and provide a copy of the sales agreement
<input type="checkbox"/> Ownership Interest and/or Managing Control Information (Organizations)	1, 2B1, 3, 5, 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Ownership Interest and/or Managing Control Information (Individuals)	1, 2B1, 3, 6, 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Billing Agency Information	1, 2B1, 3, 8 (complete only those sections that are changing), 13 , and either 15 (if you are an authorized official) or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Authorized Official(s)	1, 2B1, 3, 13, 15 or 16 (if you are a delegated official), and 6 for the signer if that authorized or delegated official has not been established for this supplier
<input type="checkbox"/> Delegated Official(s) (Optional)	1, 2B1, 3, 13, 15, 16 , and 6 for the signer if that delegated official has not been established for this supplier.

SECTION 1: BASIC INFORMATION (Continued)

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS (ONLY)	REQUIRED SECTIONS
<input type="checkbox"/> Geographic Area	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 1(A)
<input type="checkbox"/> State License Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 1(B)
<input type="checkbox"/> Paramedic Intercept Services Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 1(C)
<input type="checkbox"/> Vehicle Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 1(D)
ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (ONLY)	REQUIRED SECTIONS
<input type="checkbox"/> CPT-4 and HCPCS Codes	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(B)
<input type="checkbox"/> Interpreting Physician Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(C)
<input type="checkbox"/> Personnel (Technicians) Who Perform Tests	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(D)
<input type="checkbox"/> Supervising Physician(s)	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(E)
<input type="checkbox"/> Liability Insurance Information	1, 2B1, 3, 13, and 15 if you are the authorized official or 16 if you are the delegated official Attachment 2(F)

SECTION 2: IDENTIFYING INFORMATION

A. Type of Supplier

Check the appropriate box to identify the type of supplier you are enrolling as with Medicare. If you are more than one type of supplier, submit a separate application for each type. If you change the type of service that you provide (i.e., become a different supplier type), submit a new application.

Your organization must meet all Federal and State requirements for the type of supplier checked below.

TYPE OF SUPPLIER: (Check one only)

- | | |
|--|--|
| <input type="checkbox"/> Ambulance Service Supplier | <input type="checkbox"/> Mass Immunization (Roster Biller Only) |
| <input type="checkbox"/> Ambulatory Surgical Center | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Clinic/Group Practice | <input type="checkbox"/> Physical/Occupational Therapy Group in Private Practice |
| <input type="checkbox"/> Hospital Department(s) | <input type="checkbox"/> Portable X-ray Supplier |
| <input type="checkbox"/> Independent Clinical Laboratory | <input type="checkbox"/> Radiation Therapy Center |
| <input type="checkbox"/> Independent Diagnostic Testing Facility | <input type="checkbox"/> Other (Specify): _____ |
| <input type="checkbox"/> Intensive Cardiac Rehabilitation | |
| <input type="checkbox"/> Mammography Center | |

B. Supplier Identification Information

1. BUSINESS INFORMATION

Legal Business Name (not the "Doing Business As" name) as reported to the Internal Revenue Service

Tax Identification Number

Other Name

Type of Other Name

- ☐ Former Legal Business Name
☐ Doing Business As Name
☐ Other (Specify): _____

Identify how your business is registered with the IRS. (NOTE: If your business is a Federal and/or State government provider or supplier, indicate "Non-Profit" below.)

- ☐ Proprietary ☐ Non-Profit

NOTE: If a checkbox indicating Proprietary or non-profit status is not completed, the provider/supplier will be defaulted to "Proprietary."

Identify the type of organizational structure of this provider/supplier (Check one)

- ☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Sole Proprietor ☐ Other (Specify): _____

Incorporation Date (mm/dd/yyyy) (if applicable)

State Where Incorporated (if applicable)

Is this supplier an Indian Health Facility enrolling with the designated Indian Health Service (IHS) Medicare Administrative Contractor (MAC)?

- ☐ Yes ☐ No

SECTION 2: IDENTIFYING INFORMATION (Continued)

2. STATE LICENSE INFORMATION/CERTIFICATION INFORMATION

Provide the following information if the supplier has a State license/certification to operate as the supplier type for which you are enrolling.

☐ State License Not Applicable

License Number	State Where Issued
Effective Date (mm/dd/yyyy)	Expiration/Renewal Date (mm/dd/yyyy)

Certification Information

☐ Certification Not Applicable

Certification Number	State Where Issued
Effective Date (mm/dd/yyyy)	Expiration/Renewal Date (mm/dd/yyyy)

3. CORRESPONDENCE ADDRESS

Provide contact information for the entity or person listed in Question 1 of this section. Once enrolled, the information provided below will be used by the fee-for-service contractor if it needs to contact you directly. This address cannot be a billing agency's address.

Mailing Address Line 1 (Street Name and Number)		
Mailing Address Line 2 (Suite, Room, etc.)		
City/Town	State	ZIP Code + 4
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)

C. Hospitals Only

This section should only be completed by hospitals that are currently enrolled or enrolling with a fee-for-service contractor (the Part A Medicare contractor), and will be billing a fee-for-service contractor for Medicare Part B services, as follows:

- Hospitals that need departmental billing numbers to bill for Part B practitioner services.
- Hospitals requiring a Part B billing number to provide pathology services.
- Hospitals requiring a Medicare Part B billing number to provide purchased tests to other Medicare Part B billers.
- If the hospital requires more than one departmental Part B billing number, list each department needing a number.

If your organization is not a hospital, and believes it will need a Part B billing number, contact the designated fee-for-service contractor to determine if this form should be submitted.

SECTION 2: IDENTIFYING INFORMATION (Continued)

C. Hospitals Only (Continued)

NOTE: If your hospital is enrolling a clinic that is not provider-based, do not complete this section.

Check ☐ "Clinic/Group Practice" in Section 2A and complete this entire application for the clinic.

1. Are you going to:
☐ bill for the entire hospital with one billing number? (If yes, continue to Section 2D.)
☐ separately bill for each hospital department? (If yes, answer Question 2.)
2. List the hospital departments for which you plan to bill separately:

DEPARTMENT	MEDICARE IDENTIFICATION NUMBER	NPI

D. Comments/Special Circumstances

Explain any unique circumstances concerning your practice location, the method by which you render health care services, etc.

E. Physical Therapy (PT) and Occupational Therapy (OT) Groups Only

1. Are all of the group's PT/OT services rendered in patients' homes or in the group's private office space? ☐ YES ☐ NO
2. Does this group maintain private office space? ☐ YES ☐ NO
3. Does this group own, lease, or rent its private office space? ☐ YES ☐ NO
4. Is this private office space used exclusively for the group's private practice? ☐ YES ☐ NO
5. Does this group provide PT/OT services outside of its office and/or patients' homes? ☐ YES ☐ NO

If you responded YES to any of the questions 2–5 above, submit a copy of the lease agreement that gives the group exclusive use of the facilities for PT/OT services.

F. Accreditation for Ambulatory Surgical Centers (ASCs) Only

NOTE: Copy and complete this section if more than one accreditation needs to be reported.

Check one of the following and furnish any additional information as requested:

- ☐ The enrolling ASC supplier is accredited.
- ☐ The enrolling ASC supplier is not accredited (includes exempt providers).

Name of Accrediting Organization

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration of Current Accreditation (mm/dd/yyyy)

SECTION 2: IDENTIFYING INFORMATION (Continued)**G. Termination of Physician Assistants (Only)**

Complete this section to delete employed physician assistants from your group or clinic.

EFFECTIVE DATE OF DEPARTURE	PHYSICIAN ASSISTANT'S NAME	PHYSICIAN ASSISTANT'S MEDICARE IDENTIFICATION NUMBER	PHYSICIAN ASSISTANT'S NPI

H. Advanced Diagnostic Imaging (ADI) Suppliers Only

This section must be completed by all suppliers that also furnish and will bill Medicare for ADI services. All suppliers furnishing ADI services **MUST** be accredited in each ADI Modality checked below to qualify to bill Medicare for those services.

Check each ADI modality this supplier will furnish and the name of the Accrediting Organization that accredited that ADI Modality for this supplier.

☐ **Magnetic Resonance Imaging (MRI)**

Name of Accrediting Organization for MRI

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration Date of Current Accreditation (mm/dd/yyyy)

☐ **Computed Tomography (CT)**

Name of Accrediting Organization for CT

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration Date of Current Accreditation (mm/dd/yyyy)

☐ **Nuclear Medicine (NM)**

Name of Accrediting Organization for NM

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration Date of Current Accreditation (mm/dd/yyyy)

☐ **Positron Emission Tomography (PET)**

Name of Accrediting Organization for PET

Effective Date of Current Accreditation (mm/dd/yyyy)

Expiration Date of Current Accreditation (mm/dd/yyyy)

SECTION 3: FINAL ADVERSE LEGAL ACTIONS/CONVICTIONS

This section captures information on final adverse legal actions, such as convictions, exclusions, revocations, and suspensions. All applicable final adverse legal actions must be reported, regardless of whether any records were expunged or any appeals are pending.

Convictions

1. The provider, supplier, or any owner of the provider or supplier was, within the last 10 years preceding enrollment or revalidation of enrollment, convicted of a Federal or State felony offense that CMS has determined to be detrimental to the best interests of the program and its beneficiaries. Offenses include:
 - Felony crimes against persons and other similar crimes for which the individual was convicted, including guilty pleas and adjudicated pre-trial diversions; financial crimes, such as extortion, embezzlement, income tax evasion, insurance fraud and other similar crimes for which the individual was convicted, including guilty pleas and adjudicated pre-trial diversions; any felony that placed the Medicare program or its beneficiaries at immediate risk (such as a malpractice suit that results in a conviction of criminal neglect or misconduct); and any felonies that would result in a mandatory exclusion under Section 1128(a) of the Act.
2. Any misdemeanor conviction, under Federal or State law, related to: (a) the delivery of an item or service under Medicare or a State health care program, or (b) the abuse or neglect of a patient in connection with the delivery of a health care item or service.
3. Any misdemeanor conviction, under Federal or State law, related to theft, fraud, embezzlement, breach of fiduciary duty, or other financial misconduct in connection with the delivery of a health care item or service.
4. Any felony or misdemeanor conviction, under Federal or State law, relating to the interference with or obstruction of any investigation into any criminal offense described in 42 C.F.R. Section 1001.101 or 1001.201.
5. Any felony or misdemeanor conviction, under Federal or State law, relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

Exclusions, Revocations, or Suspensions

1. Any revocation or suspension of a license to provide health care by any State licensing authority. This includes the surrender of such a license while a formal disciplinary proceeding was pending before a State licensing authority.
2. Any revocation or suspension of accreditation.
3. Any suspension or exclusion from participation in, or any sanction imposed by, a Federal or State health care program, or any debarment from participation in any Federal Executive Branch procurement or non-procurement program.
4. Any current Medicare payment suspension under any Medicare billing number.
5. Any Medicare revocation of any Medicare billing number.

SECTION 3: FINAL ADVERSE ACTIONS/CONVICTIONS *(Continued)*

FINAL ADVERSE HISTORY

1. Has your organization, under any current or former name or business identity, ever had any of the final adverse actions listed on page 13 of this application imposed against it?

☐ YES--Continue Below ☐ NO--Skip to Section 4

2. If yes, report each final adverse action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

Attach a copy of the final adverse action documentation and resolution.

FINAL ADVERSE ACTION	DATE	TAKEN BY	RESOLUTION

SECTION 4: PRACTICE LOCATION INFORMATION

INSTRUCTIONS

This section captures information about the physical location(s) where you currently provide health care services. If you operate a mobile facility or portable unit, provide the address for the “Base of Operations,” as well as vehicle information and the geographic area serviced by these facilities or units.

Only report those practice locations within the jurisdiction of the Medicare fee-for-service contractor to which you will submit this application. If you have practice locations in another Medicare fee-for-service contractor’s jurisdiction, complete a separate enrollment application (CMS-855B) for those practice locations and submit it to the Medicare fee-for-service contractor that has jurisdiction over those locations.

Provide the specific street address as recorded by the United States Postal Service. Do not provide a P.O. Box. If you provide services in a hospital and/or other health care facility for which you bill Medicare directly for the services rendered at that facility, provide the name and address of the hospital or facility.

MOBILE FACILITY AND/OR PORTABLE UNIT

A “mobile facility” is generally a mobile home, trailer, or other large vehicle that has been converted, equipped, and licensed to render health care services. These vehicles usually travel to local shopping centers or community centers to see and treat patients inside the vehicle.

A “portable unit” is when the supplier transports medical equipment to a fixed location (e.g., physician’s office, nursing home) to render services to the patient.

The most common types of mobile facilities/portable units are mobile IDTFs, portable X-ray suppliers, portable mammography, and mobile clinics. Physicians and non-physician practitioners (e.g., nurse practitioners, physician assistants) who perform services at multiple locations (e.g., house calls, assisted living facilities) are not considered to be mobile facilities/portable units.

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

A. Practice Location Information

If you see patients in more than one practice location, copy and complete Section 4A for each location.

To ensure that CMS establishes the correct association between your Medicare legacy number and your NPI, providers and suppliers must list a Medicare legacy number—NPI combination for each practice location. If you have multiple NPIs associated with both a single legacy number and a single practice location, please list below all NPIs and associated legacy numbers for that practice location.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

If you are enrolling for the first time, or if you are adding a new practice location, the date you provide should be the date you saw your first Medicare patient at this location.

Practice Location Name ("Doing Business As" name if different from Legal Business Name)

Practice Location Street Address Line 1 (Street Name and Number – NOT a P.O. Box)

Practice Location Street Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)

Date you saw your first Medicare patient at this practice location (mm/dd/yyyy)

Medicare Identification Number (if issued)	National Provider Identifier
Medicare Identification Number (if issued)	National Provider Identifier
Medicare Identification Number (if issued)	National Provider Identifier
Medicare Identification Number (if issued)	National Provider Identifier
Medicare Identification Number (if issued)	National Provider Identifier

Is this practice location a:

- | | |
|---|---|
| <input type="checkbox"/> Group practice office/clinic | <input type="checkbox"/> Skilled Nursing Facility and/or Nursing Facility |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Other health care facility |
| <input type="checkbox"/> Retirement/assisted living community | (Specify): _____ |

CLIA Number for this location (if applicable)

Attach a copy of the most current CLIA certifications for each of the practice locations reported on this application

FDA/Radiology (Mammography) Certification Number for this location (if issued)

Attach a copy of the most current FDA certifications for each of the practice locations reported on this application.

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

B. Where do you want remittance notices or special payments sent?

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Medicare will issue payments via electronic funds transfer (EFT). Since payments will be made by EFT, the "Special Payments" address should indicate where all other payment information (e.g., remittance notices, special payments) should be sent.

- ☐ "Special Payments" address is the same as the practice location (only one address is listed in Section 4A). Skip to Section 4C.
- ☐ "Special Payments" address is different than that listed in Section 4A, or multiple locations are listed. Provide address below.

"Special Payments" Address Line 1 (PO Box or Street Name and Number)

"Special Payments" Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4

C. Where do you keep patients' medical records?

If you store patients' medical records (current and/or former patients) at a location other than the location in Section 4A or 4E, complete this section with the address of the storage location.

Post Office boxes and drop boxes are not acceptable as physical addresses where patients' records are maintained. For IDTFs and mobile facilities/portable units, the patients' medical records must be under the supplier's control. The records must be the supplier's records, not the records of another supplier. If this section is not completed, you are indicating that all records are stored at the practice locations reported in Section 4A or 4E.

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

First Medical Record Storage Facility (for current and former patients)

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Storage Facility Address Line 1 (Street Name and Number)

Storage Facility Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
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Second Medical Record Storage Facility (for current and former patients)

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Storage Facility Address Line 1 (Street Name and Number)

Storage Facility Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
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SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

D. Rendering Services in Patients' Homes

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Furnish the city/town, State and ZIP code for all locations where health care services are rendered in patients' homes. If you provide health care services in more than one State and those States are serviced by different Medicare fee-for-service contractors, complete a separate CMS-855B enrollment application for each Medicare fee-for-service contractor's jurisdiction.

If you are adding or deleting an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

☐ Entire State of _____

If you are providing services in selected cities/towns, furnish the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)**E. Base of Operations Address for Mobile or Portable Suppliers (Location of Business Office or Dispatcher/Scheduler)**

The base of operations is the location from where personnel are dispatched, where mobile/portable equipment is stored, and when applicable, where vehicles are parked when not in use.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Check here ☐ and skip to Section 4F if the "Base of Operations" address is the same as the "Practice Location" listed in Section 4A.

Street Address Line 1 (Street Name and Number)

Street Address Line 2 (Suite, Room, etc.)

City/Town	State	ZIP Code + 4
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)

F. Vehicle Information

If the mobile health care services are rendered inside a vehicle, such as a mobile home or trailer, furnish the following vehicle information. Do not provide information about vehicles that are used only to transport medical equipment (e.g., when the equipment is transported in a van but is used in a fixed setting, such as a doctor's office) or ambulance vehicles. If more than two vehicles are used, copy and complete this section as needed.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE FOR EACH VEHICLE	TYPE OF VEHICLE (van, mobile home, trailer, etc.)	VEHICLE IDENTIFICATION NUMBER
<input type="checkbox"/> CHANGE <input type="checkbox"/> ADD <input type="checkbox"/> DELETE		
Effective Date:		
<input type="checkbox"/> CHANGE <input type="checkbox"/> ADD <input type="checkbox"/> DELETE		
Effective Date:		

For each vehicle, submit a copy of all health care related permits/licenses/registrations.

SECTION 4: PRACTICE LOCATION INFORMATION (Continued)

G. Geographic Location for Mobile Or Portable Suppliers Where the Base of Operations and/or Vehicle Renders Services

Provide the city/town, State, and ZIP Code for all locations where mobile and/or portable services are rendered.

NOTE: If you provide mobile or portable health care services in more than one State and those States are serviced by different Medicare fee-for-service contractors, complete a separate enrollment application (CMS-855B) for each Medicare fee-for-service contractor's jurisdiction.

INITIAL REPORTING AND/OR ADDITIONS

If you are reporting or adding an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

☐ Entire State of _____

If services are provided in selected cities/towns, provide the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

DELETIONS

If you are deleting an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

☐ Entire State of _____

If services you are deleting are furnished in selected cities/towns, provide the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ORGANIZATIONS)

NOTE: Only report organizations in this section. Individuals must be reported in Section 6.

Complete this section with information about all organizations that have 5 percent or more (direct or indirect) ownership interest of, any partnership interest in, and/or managing control of, the supplier identified in Section 2, as well as information on any adverse legal actions that have been imposed against that organization. For examples of organizations that should be reported here, visit our Web site: www.cms.hhs.gov/MedicareProviderSupEnroll. If there is more than one organization that should be reported, copy and complete this section for each.

MANAGING CONTROL (ORGANIZATIONS)

Any organization that exercises operational or managerial control over the supplier, or conducts the day-to-day operations of the supplier, is a managing organization and must be reported. The organization need not have an ownership interest in the supplier in order to qualify as a managing organization. For instance, it could be a management services organization under contract with the supplier to furnish management services for the business.

SPECIAL TYPES OF ORGANIZATIONS

Governmental/Tribal Organizations

If a Federal, State, county, city or other level of government, or an Indian tribe, will be legally and financially responsible for Medicare payments received (including any potential overpayments), the name of that government or Indian tribe should be reported as an owner. The supplier must submit a letter on the letterhead of the responsible government (e.g., government agency) or tribal organization that attests that the government or tribal organization will be legally and financially responsible in the event that there is any outstanding debt owed to CMS. This letter must be signed by an appointed or elected official of the government or tribal organization who has the authority to legally and financially bind the government or tribal organization to the laws, regulations, and program instructions of the Medicare program.

Non-Profit, Charitable and Religious Organizations

Many non-profit organizations are charitable or religious in nature, and are operated and/or managed by a board of trustees or other governing body. The actual name of the board of trustees or other governing body should be reported in this section. While the organization should be listed in Section 5, individual board members should be listed in Section 6. Each non-profit organization should submit a copy of a 501(c)(3) document verifying its non-profit status.

**SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION
(ORGANIZATIONS) (Continued)**

All organizations that have any of the following must be reported in Section 5:

- 5 percent or more ownership of the supplier,
- Managing control of the supplier, or
- A partnership interest in the supplier, regardless of the percentage of ownership the partner has.

Owning/Managing organizations are generally one of the following types:

- Corporations (including non-profit corporations)
- Partnerships and Limited Partnerships (as indicated above)
- Limited Liability Companies
- Charitable and/or Religious organizations
- Governmental and/or Tribal organizations

A. Organization with Ownership Interest and/or Managing Control—Identification Information

☐ Not Applicable

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Check all that apply:

☐ 5 Percent or More Ownership Interest ☐ Partner ☐ Managing Control

Legal Business Name as Reported to the Internal Revenue Service

"Doing Business As" Name (if applicable)

Address Line 1 (Street Name and Number)

Address Line 2 (Suite, Room, etc.)

City/Town

State

ZIP Code + 4

Telephone Number

Fax Number (if applicable)

E-mail Address (if applicable)

NPI (if issued)

Tax Identification Number (Required)

Medicare Identification Number(s) (if issued)

What is the effective date this owner acquired ownership of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) _____

What is the effective date this organization acquired managing control of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) _____

NOTE: Furnish both dates if applicable.

**SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION
(ORGANIZATIONS) (Continued)**

B. Final Adverse Legal Action History

If reporting a change to existing information, check "Change," provide the effective date of the change, and complete the appropriate fields in this section.

☐ Change

Effective Date: _____

1. Has this individual in Section 5A above, under any current or former name or business identity, ever had a final adverse legal action listed on page 13 of this application imposed against him/her?

☐ YES—Continue Below ☐ NO—Skip to Section 6

2. If YES, report each final adverse legal action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

Attach a copy of the final adverse legal action documentation and resolution.

FINAL ADVERSE LEGAL ACTION	DATE	TAKEN BY	RESOLUTION

SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS)

NOTE: Only Individuals should be reported in Section 6. Organizations must be reported in Section 5. For more information on “direct” and “indirect” owners, go to www.cms.hhs.gov/MedicareProviderSupEnroll.

The supplier MUST have at least ONE owner and/or managing employee.

The following individuals must be reported in Section 6A:

- All persons who have a 5 percent or greater direct or indirect ownership interest in the supplier;
- If (and only if) the supplier is a corporation (whether for-profit or non-profit), all officers and directors of the supplier;
- All managing employees of the supplier;
- All individuals with a partnership interest in the supplier, regardless of the percentage of ownership the partner has; and
- Authorized and delegated officials.

Example: A supplier is 100 percent owned by Company C, which itself is 100 percent owned by Individual D. Assume that Company C is reported in Section 5A as an owner of the supplier. Assume further that Individual D, as an indirect owner of the supplier, is reported in Section 6A. Based on this example, the supplier would check the “5 percent or Greater Direct/Indirect Owner” box in Section 6A.

NOTE: All partners within a partnership must be reported on this application. This applies to both “General” and “Limited” partnerships. For instance, if a limited partnership has several limited partners and each of them only has a 1 percent interest in the supplier, each limited partner must be reported on this application, even though each owns less than 5 percent. The 5 percent threshold primarily applies to corporations and other organizations that are not partnerships.

Non-Profit, Charitable or Religious Organizations: If you are a non-profit charitable or religious organization that has no organizational or individual owners (only board members, directors or managers), you should submit with your application a 501(c)(3) document verifying non-profit status.

For purposes of this application, the terms “officer,” “director,” and “managing employee” are defined as follows:

Officer is any person whose position is listed as being that of an officer in the supplier’s “articles of incorporation” or “corporate bylaws,” or anyone who is appointed by the board of directors as an officer in accordance with the supplier’s corporate bylaws.

Director is a member of the supplier’s “board of directors.” It does not necessarily include a person who may have the word “director” in his/her job title (e.g., departmental director, director of operations). Moreover, where a supplier has a governing body that does not use the term “board of directors,” the members of that governing body will still be considered “directors.” Thus, if the supplier has a governing body titled “board of trustees” (as opposed to “board of directors”), the individual trustees are considered “directors” for Medicare enrollment purposes.

Managing Employee means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts, the day-to-day operations of the supplier, either under contract or through some other arrangement, regardless of whether the individual is a W-2 employee of the supplier.

NOTE: If a governmental or tribal organization will be legally and financially responsible for Medicare payments received (per the instructions for Governmental/Tribal Organizations in Section 5), the supplier is only required to report its managing employees in Section 6. Owners, partners, officers, and directors do not need to be reported, except those who are listed as authorized or delegated officials on this application.

Any information on final adverse actions that have been imposed against the individuals reported in this section must be furnished. If there is more than one individual, copy and complete this section for each individual. Owners, Authorized Officials and/or Delegated Officials must complete this section.

**SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION
(INDIVIDUALS) (Continued)**

A. Individuals with Ownership Interest and/or Managing Control—Identification Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

The name, date of birth, and social security number of each person listed in this Section must coincide with the individual's information as listed with the Social Security Administration.

First Name	Middle Initial	Last Name	Jr., Sr., etc.	Title
Date of Birth (mm/dd/yyyy)		Place of Birth (State)	Country of Birth	
Social Security Number (Required)	Medicare Identification Number (if issued)	NPI (if issued)		

What is the above individual's relationship with the supplier in Section 2B1? (Check all that apply.)

- | | |
|---|---|
| <input type="checkbox"/> 5 Percent or Greater Direct/Indirect Owner | <input type="checkbox"/> Director/Officer |
| <input type="checkbox"/> Authorized Official | <input type="checkbox"/> Contracted Managing Employee |
| <input type="checkbox"/> Delegated Official | <input type="checkbox"/> Managing Employee (W-2) |
| <input type="checkbox"/> Partner | |

What is the effective date this owner acquired ownership of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) _____

What is the effective date this individual acquired managing control of the provider identified in Section 2B1 of this application? (mm/dd/yyyy) _____

NOTE: Furnish both dates if applicable.

**SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION
(INDIVIDUALS) (Continued)**

B. Final Adverse Legal Action History

Complete this section for the individual reported in Section 6A above. If reporting a change to existing information, check "change," provide the effective date of the change and complete the appropriate fields in this section.

☐ Change

Effective Date: _____

1. Has this individual in Section 6A above, under any current or former name or business identity, ever had a final adverse legal action listed on page 13 of this application imposed against him/her?

☐ YES—Continue Below ☐ NO—Skip to Section 8

2. If YES, report each final adverse legal action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

Attach a copy of the final adverse legal action documentation and resolution.

FINAL ADVERSE LEGAL ACTION	DATE	TAKEN BY	RESOLUTION

SECTION 7: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 8: BILLING AGENCY INFORMATION

A billing agency is a company or individual that you contract with to prepare and submit your claims. If you use a billing agency, you are responsible for the claims submitted on your behalf.

☐ Check here if this section does not apply and skip to Section 13.

BILLING AGENCY NAME AND ADDRESS

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Legal Business/Individual Name as Reported to the Social Security Administration or the Internal Revenue Service

If Individual, Billing Agent Date of Birth (mm/dd/yyyy)

"Doing Business As" Name (if applicable)

Tax Identification/Social Security Number (required)

Billing Agency Street Address Line 1 (Street Name and Number)

Billing Agency Street Address Line 2 (Suite, Room, etc.)

City/Town

State

ZIP Code + 4

Telephone Number

Fax Number (if applicable)

E-mail Address (if applicable)

SECTION 9: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 10: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 11: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 12: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 13: CONTACT PERSON

If questions arise during the processing of this application, the fee-for-service contractor will contact the individual shown below. If the contact person is either an authorized or delegated official, check the appropriate box below.

☐ Contact an Authorized Official listed in Section 15.

☐ Contact a Delegated Official listed in Section 16.

First Name	Middle Initial	Last Name	Jr., Sr., etc.
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)	
Address Line 1 (Street Name and Number)			
Address Line 2 (Suite, Room, etc.)			
City/Town	State	ZIP Code + 4	

SECTION 14: PENALTIES FOR FALSIFYING INFORMATION

This section explains the penalties for deliberately falsifying information in this application to gain or maintain enrollment in the Medicare program.

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

Individual offenders are subject to fines of up to \$250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to \$500,000 (18 U.S.C. § 3571). Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against any individual who, "knowingly and willfully," makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a Federal health care program.

The offender is subject to fines of up to \$25,000 and/or imprisonment for up to five years.

3. The Civil False Claims Act, 31 U.S.C. § 3729, imposes civil liability, in part, on any person who:
 - a) knowingly presents, or causes to be presented, to an officer or any employee of the United States Government a false or fraudulent claim for payment or approval;
 - b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or
 - c) conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

The Act imposes a civil penalty of \$5,000 to \$10,000 per violation, plus three times the amount of damages sustained by the Government.

SECTION 14: PENALTIES FOR FALSIFYING INFORMATION (Continued)

4. Section 1128A(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency...a claim...that the Secretary determines is for a medical or other item or service that the person knows or should know:

- a) was not provided as claimed; and/or
- b) the claim is false or fraudulent.

This provision authorizes a civil monetary penalty of up to \$10,000 for each item or service, an assessment of up to three times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.

5. 18 U.S.C. 1035 authorizes criminal penalties against individuals in any matter involving a health care benefit program who knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact; or makes any materially false, fictitious, or fraudulent statements or representations, or makes or uses any materially false fictitious, or fraudulent statement or entry, in connection with the delivery of or payment for health care benefits, items or services. The individual shall be fined or imprisoned up to 5 years or both.
6. 18 U.S.C. 1347 authorizes criminal penalties against individuals who knowing and willfully execute, or attempt, to execute a scheme or artifice to defraud any health care benefit program, or to obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by or under the control of any, health care benefit program in connection with the delivery of or payment for health care benefits, items, or services. Individuals shall be fined or imprisoned up to 10 years or both. If the violation results in serious bodily injury, an individual will be fined or imprisoned up to 20 years, or both. If the violation results in death, the individual shall be fined or imprisoned for any term of years or for life, or both.
7. The government may assert common law claims such as “common law fraud,” “money paid by mistake,” and “unjust enrichment.”

Remedies include compensatory and punitive damages, restitution, and recovery of the amount of the unjust profit.

SECTION 15: CERTIFICATION STATEMENT

An **AUTHORIZED OFFICIAL** means an appointed official (for example, chief executive officer, chief financial officer, general partner, chairman of the board, or direct owner) to whom the organization has granted the legal authority to enroll it in the Medicare program, to make changes or updates to the organization's status in the Medicare program, and to commit the organization to fully abide by the statutes, regulations, and program instructions of the Medicare program.

A **DELEGATED OFFICIAL** means an individual who is delegated by an authorized official the authority to report changes and updates to the supplier's enrollment record. A delegated official must be an individual with an "ownership or control interest" in (as that term is defined in Section 1124(a)(3) of the Social Security Act), or be a W-2 managing employee of, the supplier.

Delegated officials may not delegate their authority to any other individual. Only an authorized official may delegate the authority to make changes and/or updates to the supplier's Medicare status. Even when delegated officials are reported in this application, an authorized official retains the authority to make any such changes and/or updates by providing his or her printed name, signature, and date of signature as required in Section 15B.

NOTE: Authorized officials and delegated officials must be reported in Section 6, either on this application or on a previous application to this same Medicare fee-for-service contractor. **If this is the first time an authorized and/or delegated official has been reported on the CMS-855B, you must complete Section 6 for that individual.**

By his/her signature(s), an authorized official binds the supplier to all of the requirements listed in the Certification Statement and acknowledges that the supplier may be denied entry to or revoked from the Medicare program if any requirements are not met. All signatures must be original and in ink. Faxed, photocopied, or stamped signatures will not be accepted.

Only an authorized official has the authority to sign (1) the initial enrollment application on behalf of the supplier or (2) the enrollment application that must be submitted as part of the periodic revalidation process. A delegated official does not have this authority.

By signing this application, an authorized official agrees to immediately notify the Medicare fee-for-service contractor if any information furnished on the application is not true, correct, or complete. In addition, an authorized official, by his/her signature, agrees to notify the Medicare fee-for-service contractor of any future changes to the information contained in this form, after the supplier is enrolled in Medicare, in accordance with the timeframes established in 42 C.F.R. 424.516. (IDTF changes of information must be reported in accordance with 42 C.F.R. 410.33.)

The supplier can have as many authorized officials as it wants. If the supplier has more than two authorized officials, it should copy and complete this section as needed.

**EACH AUTHORIZED AND DELEGATED OFFICIAL MUST HAVE
AND DISCLOSE HIS/HER SOCIAL SECURITY NUMBER.**

SECTION 15: CERTIFICATION STATEMENT (Continued)

A. Additional Requirements for Medicare Enrollment

These are additional requirements that the supplier must meet and maintain in order to bill the Medicare program. Read these requirements carefully. By signing, the supplier is attesting to having read the requirements and understanding them.

By his/her signature(s), the authorized official(s) named below and the delegated official(s) named in Section 16 agree to adhere to the following requirements stated in this Certification Statement:

1. I authorize the Medicare contractor to verify the information contained herein. I agree to notify the Medicare contractor of any future changes to the information contained in this application in accordance with the timeframes established in 42 C.F.R. § 424.516. I understand that any change in the business structure of this supplier may require the submission of a new application.
2. I have read and understand the Penalties for Falsifying Information, as printed in this application. I understand that any deliberate omission, misrepresentation, or falsification of any information contained in this application or contained in any communication supplying information to Medicare, or any deliberate alteration of any text on this application form, may be punished by criminal, civil, or administrative penalties including, but not limited to, the denial or revocation of Medicare billing privileges, and/or the imposition of fines, civil damages, and/or imprisonment.
3. I agree to abide by the Medicare laws, regulations and program instructions that apply to this supplier. The Medicare laws, regulations, and program instructions are available through the Medicare contractor. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), and on the supplier's compliance with all applicable conditions of participation in Medicare.
4. Neither this supplier, nor any five percent or greater owner, partner, officer, director, managing employee, authorized official, or delegated official thereof is currently sanctioned, suspended, debarred, or excluded by the Medicare or State Health Care Program, e.g., Medicaid program, or any other Federal program, or is otherwise prohibited from supplying services to Medicare or other Federal program beneficiaries.
5. I agree that any existing or future overpayment made to the supplier by the Medicare program may be recouped by Medicare through the withholding of future payments.
6. I will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare, and I will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.
7. I authorize any national accrediting body whose standards are recognized by the Secretary as meeting the Medicare program participation requirements, to release to any authorized representative, employee, or agent of the Centers for Medicare & Medicaid Services (CMS) a copy of my most recent accreditation survey, together with any information related to the survey that CMS may require (including corrective action plans).

SECTION 15: CERTIFICATION STATEMENT (Continued)**B. 1ST Authorized Official Signature**

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Authorized Official's Information and Signature

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Telephone Number	Title/Position		
Authorized Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

(blue ink preferred)

C. 2ND Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Authorized Official's Information and Signature

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Telephone Number	Title/Position		
Authorized Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

SECTION 16: DELEGATED OFFICIAL (OPTIONAL)

- You are not required to have a delegated official. However, if no delegated official is assigned, the authorized official(s) will be the only person(s) who can make changes and/or updates to the supplier's status in the Medicare program.
- The signature of a delegated official shall have the same force and effect as that of an authorized official, and shall legally and financially bind the supplier to the laws, regulations, and program instructions of the Medicare program. By his or her signature, the delegated official certifies that he or she has read the Certification Statement in Section 15 and agrees to adhere to all of the stated requirements. A delegated official also certifies that he/she meets the definition of a delegated official. When making changes and/or updates to the supplier's enrollment information maintained by the Medicare program, a delegated official certifies that the information provided is true, correct, and complete.
- Delegated officials being deleted do not have to sign or date this application.
- Independent contractors are not considered "employed" by the supplier, and therefore cannot be delegated officials.
- The signature(s) of an authorized official in Section 16 constitutes a legal delegation of authority to all delegated official(s) assigned in Section 16.
- If there are more than two individuals, copy and complete this section for each individual.

A. 1ST Delegated Official Signature

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Delegated Official First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Delegated Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)
<input type="checkbox"/> Check here if Delegated Official is a W-2 Employee			Telephone Number
Authorized Official's Signature Assigning this Delegation (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)			Date Signed (mm/dd/yyyy)

(blue ink preferred)

SECTION 16: DELEGATED OFFICIAL (OPTIONAL)

B. 2ND Delegated Official Signature

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Delegated Official First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
-------------------------------	----------------	-----------	-------------------------

Delegated Official Signature (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)	Date Signed (mm/dd/yyyy)
---	--------------------------

<input type="checkbox"/> Check here if Delegated Official is a W-2 Employee	Telephone Number
---	------------------

Authorized Official's Signature Assigning this Delegation (First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)	Date Signed (mm/dd/yyyy)
--	--------------------------

(blue ink preferred)

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

SECTION 17: SUPPORTING DOCUMENTS

This section lists the documents that, if applicable, must be submitted with this enrollment application. If you are newly enrolling, or are reactivating or revalidating your enrollment, you must provide all applicable documents. For changes, only submit documents that are applicable to that change.

The fee-for-service contractor may request, at any time during the enrollment process, documentation to support or validate information reported on the application. The Medicare fee-for-service contractor may also request documents from you, other than those identified in this Section 17, as are necessary to bill Medicare.

MANDATORY FOR ALL PROVIDER/SUPPLIER TYPES

- ☐ Written confirmation from the IRS confirming your Tax Identification Number with the Legal Business Name (e.g., IRS form CP 575) provided in Section 2.
(NOTE: This information is needed if the applicant is enrolling their professional corporation, professional association, or limited liability corporation with this application or enrolling as a sole proprietor using an Employer Identification Number.)
- ☐ Completed Form CMS-588, for Electronic Funds Transfer Authorization Agreement.
(NOTE: If a supplier already receives payments electronically and is not making a change to its banking information, the CMS-588 is not required.)

MANDATORY FOR SELECTED PROVIDER/SUPPLIER TYPES

- ☐ Copy(s) of all documentation verifying IDTF Supervisory Physician(s) proficiency and/or State licenses or certification for IDTF non-physician personnel.
- ☐ Copy(s) of all documentation verifying the State licenses or certifications of the laboratory Director or non-physician practitioner personnel of an independent clinical laboratory.

MANDATORY, IF APPLICABLE

- ☐ Copy of IRS Determination Letter, if supplier is registered with the IRS as non-profit.
- ☐ Written confirmation from the IRS confirming your Limited Liability Company (LLC) is automatically classified as a Disregarded Entity. (e.g., Form 8832).
(NOTE: A disregarded entity is an eligible entity that is treated as an entity not separate from its single owner for income tax purposes.)
- ☐ Statement in writing from the bank. If Medicare payment due a supplier of services is being sent to a bank (or similar financial institution) with whom the supplier has a lending relationship (that is, any type of loan), then the supplier must provide a statement in writing from the bank (which must be in the loan agreement) that the bank has agreed to waive its right of offset for Medicare receivables.
- ☐ Copy(s) of all final adverse action documentation (e.g., notifications, resolutions, and reinstatement letters).
- ☐ Completed Form(s) CMS 855R, Reassignment of Medicare Benefits.
- ☐ Completed Form CMS-460, Medicare Participating Physician or Supplier Agreement.
- ☐ Copy of an attestation for government entities and tribal organizations.
- ☐ Copy of FAA 135 certificate (air ambulance suppliers).
- ☐ Copy(s) of comprehensive liability insurance policy (IDTFs only).

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0685. The time required to complete this information collection is estimated to 6 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850.

DO NOT MAIL APPLICATIONS TO THIS ADDRESS. Mailing your application to this address will significantly delay application processing.

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS

All ambulance service suppliers enrolling in the Medicare program must complete this attachment.

A. Geographic Area

This section is to be completed with information about the geographic area in which this company provides ambulance services. If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

Provide the city/town, State, and ZIP code for all locations where this ambulance company renders services.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

NOTE: If the ambulance company has vehicles garaged within a different Medicare contractor's jurisdiction, a separate CMS-855B enrollment application must be submitted to that fee-for-service contractor.

1. INITIAL REPORTING AND/OR ADDITIONS

If services are provided in selected cities/towns, provide the locations below. List ZIP codes only if they are not within the entire city/town.

CITY/TOWN	STATE	ZIP CODE

2. DELETIONS

If services are no longer provided in selected cities/towns, provide the locations below. List ZIP codes only if they are not within the entire city/town.

CITY/TOWN	STATE	ZIP CODE

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS (Continued)

B. State License Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

Crew members must complete continuing education requirements in accordance with State and local licensing laws. Evidence of re-certification must be retained with the employer in case it is required by the Medicare fee-for-service contractor.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

Is this ambulance company licensed in the State where services are rendered and billed for? ☐ YES ☐ NO

If NO, explain why:

If YES, provide the license information for the State where this ambulance service supplier will be rendering services and billing Medicare. Attach a copy of the current State license.

License Number	Issuing State (if applicable)	Issuing City/Town (if applicable)
Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	

C. Paramedic Intercept Services Information

Paramedic Intercept Services involve an arrangement between a Basic Life Support (BLS) ambulance company and an Advanced Life Support (ALS) ambulance company whereby the latter provides the ALS services and the BLS ambulance company provides the transportation component. If such an arrangement exists between the enrolling ambulance company and another ambulance company, the enrolling ambulance company must attach a copy of the signed contract. For more information, see 42 C.F.R. 410.40.

If reporting a change to information about a previously reported agreement/contract, check "Change" and provide the effective date of the change.

☐ Change

Effective Date: _____

Does this ambulance company currently participate in a paramedic intercept services arrangement?

☐ YES ☐ NO

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE <i>(mm/dd/yyyy)</i>			

Type <i>(automobile, aircraft, boat, etc.)</i>		Vehicle Identification Number	
Make <i>(e.g., Ford)</i>	Model <i>(e.g., 350T)</i>	Year <i>(yyyy)</i>	

Does this vehicle provide:

Advanced life support (Level 1)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Specialty care transport	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Advanced life support (Level 2)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Land ambulance	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Basic life support	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Air ambulance—fixed wing	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Emergency runs	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Air ambulance—rotary wing	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Non-emergency runs	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Marine ambulance	<input type="checkbox"/> YES	<input type="checkbox"/> NO

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES

INDEPENDENT DIAGNOSTIC TESTING FACILITY (IDTF) PERFORMANCE STANDARDS

Below is a list of the performance standards that an IDTF must meet in order to obtain or maintain their Medicare billing privileges. These standards, in their entirety, can be found in 42 C.F.R section 410.33(g).

1. Operate its business in compliance with all applicable Federal and State licensure and regulatory requirements for the health and safety of patients.
2. Provides complete and accurate information on its enrollment application. Changes in ownership, changes of location, changes in general supervision, and adverse legal actions must be reported to the Medicare fee-for-service contractor on the Medicare enrollment application within 30 calendar days of the change. All other changes to the enrollment application must be reported within 90 calendar days.
3. Maintain a physical facility on an appropriate site. For the purposes of this standard, a post office box, commercial mail box, hotel or motel is not considered an appropriate site.
 - (i) The physical facility, including mobile units, must contain space for equipment appropriate to the services designated on the enrollment application, facilities for hand washing, adequate patient privacy accommodations, and the storage of both business records and current medical records within the office setting of the IDTF, or IDTF home office, not within the actual mobile unit.
 - (ii) IDTF suppliers that provide services remotely and do not see beneficiaries at their practice location are exempt from providing hand washing and adequate patient privacy accommodations.
4. Have all applicable diagnostic testing equipment available at the physical site excluding portable diagnostic testing equipment. A catalog of portable diagnostic equipment, including diagnostic testing equipment serial numbers, must be maintained at the physical site. In addition, portable diagnostic testing equipment must be available for inspection within two business days of a CMS inspection request. The IDTF must maintain a current inventory of the diagnostic testing equipment, including serial and registration numbers, provide this information to the designated fee-for-service contractor upon request, and notify the contractor of any changes in equipment within 90 days.
5. Maintain a primary business phone under the name of the designated business. The primary business phone must be located at the designated site of the business, or within the home office of the mobile IDTF units. The telephone number or toll free numbers must be available in a local directory and through directory assistance.
6. Have a comprehensive liability insurance policy of at least \$300,000 per location that covers both the place of business and all customers and employees of the IDTF. The policy must be carried by a non-relative owned company. Failure to maintain required insurance at all times will result in revocation of the IDTF's billing privileges retroactive to the date the insurance lapsed. IDTF suppliers are responsible for providing the contact information for the issuing insurance agent and the underwriter. In addition, the IDTF must:
 - (i) Ensure that the insurance policy must remain in force at all times and provide coverage of at least \$300,000 per incident; and
 - (ii) Notify the CMS designated contractor in writing of any policy changes or cancellations.
7. Agree not to directly solicit patients, which include, but is not limited to, a prohibition on telephone, computer, or in-person contacts. The IDTF must accept only those patients referred for diagnostic testing by an attending physician, who is furnishing a consultation or treating a beneficiary for a specific medical problem and who uses the results in the management of the beneficiary's specific medical problem. Nonphysician practitioners may order tests as set forth in §410.32(a)(3).

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

8. Answer, document, and maintain documentation of a beneficiary's written clinical complaint at the physical site of the IDTF (For mobile IDTFs, this documentation would be stored at their home office.) This includes, but is not limited to, the following:
 - (i) The name, address, telephone number, and health insurance claim number of the beneficiary.
 - (ii) The date the complaint was received; the name of the person receiving the complaint; and a summary of actions taken to resolve the complaint.
 - (iii) If an investigation was not conducted, the name of the person making the decision and the reason for the decision.
9. Openly post these standards for review by patients and the public.
10. Disclose to the government any person having ownership, financial, or control interest or any other legal interest in the supplier at the time of enrollment or within 30 days of a change.
11. Have its testing equipment calibrated and maintained per equipment instructions and in compliance with applicable manufacturers suggested maintenance and calibration standards.
12. Have technical staff on duty with the appropriate credentials to perform tests. The IDTF must be able to produce the applicable Federal or State licenses or certifications of the individuals performing these services.
13. Have proper medical record storage and be able to retrieve medical records upon request from CMS or its fee-for-service contractor within 2 business days.
14. Permit CMS, including its agents, or its designated fee-for-service contractors, to conduct unannounced, on-site inspections to confirm the IDTF's compliance with these standards. The IDTF must be accessible during regular business hours to CMS and beneficiaries and must maintain a visible sign posting the normal business hours of the IDTF.
15. With the exception of hospital-based and mobile IDTFs, a fixed base IDTF does not include the following:
 - (i) Sharing a practice location with another Medicare-enrolled individual or organization.
 - (ii) Leasing or subleasing its operations or its practice location to another Medicare enrolled individual or organization.
 - (iii) Sharing diagnostic testing equipment using in the initial diagnostic test with another Medicare-enrolled individual or organization.
16. Enrolls in Medicare for any diagnostic testing services that it furnishes to a Medicare beneficiary, regardless of whether the service is furnished in a mobile or fixed base location.
17. Bills for all mobile diagnostic services that are furnished to a Medicare beneficiary, unless the mobile diagnostic service is part of a service provided under arrangement as described in section 1861(w)(1) of the Act.

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES *(Continued)*

Instructions

If you perform diagnostic tests, other than clinical laboratory or pathology tests, and are required to enroll as an IDTF, you must complete this attachment. CMS requires the information in this attachment to determine whether the enrolling supplier meets all IDTF standards including, but not limited to, those listed on page 40 of this application. Not all suppliers that perform diagnostic tests are required to enroll as an IDTF.

Diagnostic Radiology

Many diagnostic tests are radiological procedures that require the professional services of a radiologist. A radiologist's practice is generally different from those of other physicians because radiologists usually do not bill E&M codes or treat a patient's medical condition on an ongoing basis. A radiologist or group practice of radiologists is not necessarily required to enroll as an IDTF. If enrolling as a diagnostic radiology group practice or clinic and billing for the technical component of diagnostic radiological tests without enrolling as an IDTF (if the entity is a free standing diagnostic facility), it should contact the carrier to determine that it does not need to enroll as an IDTF.

A mobile IDTF that provides X-ray services is not classified as a portable X-ray supplier.

Regulations governing IDTFs can be found at 42 C.F.R. 410.33.

CPT-4 and HCPCS Codes—Report all CPT-4 and HCPCS codes for which this IDTF will bill Medicare. Include the following:

- Provide the CPT-4 or HCPCS codes for which this IDTF intends to bill Medicare,
- The name and type of equipment used to perform the reported procedure, and
- The model number of the reported equipment.

The IDTF should report all Current Procedural Terminology, Version 4 (CPT-4) codes, Healthcare Common Procedural Coding System codes (HCPCS), and types of equipment (including the model number), for which it will perform tests, supervise, interpret, and/or bill. All codes reported must be for diagnostic tests that an IDTF is allowed to perform. Diagnostic tests that are clearly surgical in nature, which must be performed in a hospital or ambulatory surgical center, should not be reported.

Consistent with IDTF supplier standard 6 on page 40 of this application, all IDTFs enrolling in Medicare must have a comprehensive liability insurance policy of at least \$300,000 per location, that covers both the place of business and all customers and employees of the IDTF. The policy must be carried by a non-relative owned company. Failure to maintain the required insurance at all times will result in revocation of the Medicare supplier billing number, retroactive to the date the insurance lapsed. Malpractice insurance policies do not demonstrate compliance with this requirement.

All IDTFs must submit a complete copy of the aforementioned liability insurance policy with this application.

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

A. Standards Qualifications

Provide the date this Independent Diagnostic Testing Facility met all current CMS standards (mm/dd/yyyy)

B. CPT-4 and HCPCS Codes

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

All codes reported here must be for diagnostic tests that an IDTF is allowed to perform. Diagnostic tests that are clearly surgical in nature, which must be performed in a hospital or ambulatory surgical center, should not be reported. Clinical laboratory and pathology codes should not be reported. This page may be copied for additional codes or equipment.

	CPT-4 OR HCPCS CODE	EQUIPMENT	MODEL NUMBER (Required)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

C. Interpreting Physician Information

Check here ☐ if this section does not apply because the interpreting physician will bill separate from the IDTF.

All physicians whose interpretations will be billed by this IDTF with the technical component (TC) of the test (i.e., global billing) must be listed in this section. If there are more than three physicians, copy and complete this section as needed. All interpreting physicians must be currently enrolled in the Medicare program.

If you are billing for interpretations as an individual reassigning benefits, the interpreting physician must complete the Reassignment of Benefits Form (CMS 855R). Note: Both the IDTF and individual physician must be enrolled with the fee-for-service contractor where the IDTF is located.

If you are billing for purchased interpretations, all requirements for purchased interpretations must be met.

When a mobile unit of the IDTF performs a technical component of a diagnostic test and the interpretive physician is the same physician who ordered the test, the IDTF cannot bill for the interpretation. Therefore, these interpreting physicians should not be reported since the interpretive physician must submit his/her own claims for these tests.

1ST Interpreting Physician Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	

2ND Interpreting Physician Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)**3RD Interpreting Physician Information**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	

D. Personnel (Technicians) Who Perform Tests

Complete this section with information about all non-physician personnel who perform tests for this IDTF. Notarized or certified true copies of the State license or certificate should be attached.

1ST PERSONNEL (TECHNICIAN) INFORMATION

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	

Is this technician State licensed or State certified? (see instructions for clarification) ☐ YES ☐ NO

License/Certification Number (if applicable)	License/Certification Issue Date (mm/dd/yyyy) (if applicable)
--	---

Is this technician certified by a national credentialing organization? ☐ YES ☐ NO

Name of credentialing organization (if applicable)	Type of Credentials (if applicable)
--	-------------------------------------

Is this technician employed by a hospital? ☐ YES ☐ NO

If YES, provide the name of the hospital here: _____

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)**2ND Personnel (Technician) Information**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			

First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	

Is this technician State licensed or State certified? (see *instructions for clarification*) ☐ YES ☐ NO

License/Certification Number (if applicable)	License/Certification Issue Date (mm/dd/yyyy) (if applicable)
--	---

Is this technician certified by a national credentialing organization? ☐ YES ☐ NO

Name of credentialing organization (if applicable)	Type of Credentials (if applicable)
--	-------------------------------------

Is this technician employed by a hospital? ☐ YES ☐ NO

If **YES**, provide the name of the hospital here: _____

E. Supervising Physicians

Complete this section with identifying information about the physician(s) who supervise the operation of the IDTF and who provides the personal, direct, or general supervision per 42 C.F.R. 410.32(b)(3). The supervising physician must also attest to his/her supervising responsibilities for the enrolling IDTF.

Information concerning the type of supervision (personal, direct, or general) required for performance of specific IDTF tests can be obtained from your Medicare fee-for-service contractor. All IDTFs must report at least one supervisory physician, and at least one supervising physician must perform the supervision requirements stated in 42 C.F.R. 410.32(b)(3). All supervisory physician(s) must be currently enrolled in Medicare.

The type of supervision being performed by each physician who signs the attestation on page 47 of this application should be listed in this section.

Definitions of the types of supervision are as follows:

- **Personal Supervision** means a physician must be in attendance in the room during the performance of the procedure.
- **Direct Supervision** means the physician must be present in the office suite and immediately available to provide assistance and direction throughout the performance of the procedure. It does not mean that the physician must be present in the room when the procedure is performed.
- **General Supervision** means the procedure is provided under the physician's overall direction and control, but the physician's presence is not required during the performance of the procedure. General supervision also includes the responsibility that the non-physician personnel who perform the tests are qualified and properly trained and that the equipment is operated properly, maintained, calibrated and that necessary supplies are available.

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)**E. Supervising Physicians (Continued)**

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	<input type="checkbox"/> CHANGE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
DATE (mm/dd/yyyy)			
First Name	Middle Initial	Last Name	Suffix (e.g., Jr., Sr.)
Social Security Number (Required)		Date of Birth (mm/dd/yyyy) (Required)	
Medicare Identification Number (if issued)		NPI	
Telephone Number	Fax Number (if applicable)	E-mail Address (if applicable)	

TYPE OF SUPERVISION PROVIDED

Check the appropriate box below indicating the type of supervision provided by the physician reported above for the tests performed by the IDTF in accordance with 42 C.F.R. 410.32 (b)(3) (See instructions for definitions).

☐ Personal Supervision ☐ Direct Supervision ☐ General Supervision

For each physician performing General Supervision, at least one of the three functions listed here must be checked. However, to meet the General Supervision requirement, in accordance with 42 C.F.R. 410.33(b), the enrolling IDTF must have at least one supervisory physician for each of the three functions. For example, two physicians may be responsible for function 1, a third physician may be responsible for function 2, and a fourth physician may be responsible for function 3. All four supervisory physicians must complete and sign the supervisory physician section of this application. Each physician should only check the function(s) he/she actually performs.

- ☐ Assumes responsibility for the overall direction and control of the quality of testing performed.
- ☐ Assumes responsibility for assuring that the non-physician personnel who actually perform the diagnostic procedures are properly trained and meet required qualifications.
- ☐ Assumes responsibility for the proper maintenance and calibration of the equipment and supplies necessary to perform the diagnostic procedures.

OTHER SUPERVISION SITES

Does this supervising physician provide supervision at any other IDTF? ☐ YES ☐ NO

If yes, list all other IDTFs for which this physician provides supervision. For more than five, copy this sheet.

	NAME OF FACILITY	ADDRESS	TAX IDENTIFICATION NUMBER	LEVEL OF SUPERVISION
1.				
2.				
3.				
4.				
5.				

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (Continued)

E. Supervising Physicians (Continued)**ATTESTATION STATEMENT FOR SUPERVISING PHYSICIANS**

All Supervising Physician(s) rendering supervisory services for this IDTF must sign and date this section. All signatures must be original.

1. I hereby acknowledge that I have agreed to provide (IDTF Name) _____ with the Supervisory Physician services checked above for all CPT-4 and HCPCS codes reported in this Attachment. (See number 2 below if all reported CPT-4 and HCPCS codes do not apply). I also hereby certify that I have the required proficiency in the performance and interpretation of each type of diagnostic procedure, as reported by CPT-4 or HCPCS code in this Attachment (except for those CPT-4 or HCPCS codes identified in number 2 below). I have read and understand the Penalties for Falsifying Information on this Enrollment Application, as stated in Section 14 of this application. I am aware that falsifying information may result in fines and/or imprisonment. If I undertake supervisory responsibility at any additional IDTFs, I understand that it is my responsibility to notify this IDTF at that time.
2. I am not acting as a Supervising Physician for the following CPT-4 and/or HCPCS codes reported in this Attachment.

CPT-4 OR HCPCS CODE	CPT-4 OR HCPCS CODE	CPT-4 OR HCPCS CODE
3. Signature of Supervising Physician (<i>First, Middle, Last, Jr., Sr., M.D., D.O., etc.</i>)		Date (<i>mm/dd/yyyy</i>)

All signatures must be original and signed and dated in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

MEDICARE SUPPLIER ENROLLMENT APPLICATION PRIVACY ACT STATEMENT

The Centers for Medicare & Medicaid Services (CMS) is authorized to collect the information requested on this form by sections 1124(a)(1), 1124A(a)(3), 1128, 1814, 1815, 1833(e), and 1842(r) of the Social Security Act [42 U.S.C. §§ 1320a-3(a)(1), 1320a-7, 1395f, 1395g, 1395(l)(e), and 1395u(r)] and section 31001(1) of the Debt Collection Improvement Act [31 U.S.C. § 7701(c)].

The purpose of collecting this information is to determine or verify the eligibility of individuals and organizations to enroll in the Medicare program as suppliers of goods and services to Medicare beneficiaries and to assist in the administration of the Medicare program. This information will also be used to ensure that no payments will be made to providers who are excluded from participation in the Medicare program. All information on this form is required, with the exception of those sections marked as "optional" on the form. Without this information, the ability to make payments will be delayed or denied.

The information collected will be entered into the Provider Enrollment, Chain and Ownership System (PECOS). The information in this application will be disclosed according to the routine uses described below.

Information from these systems may be disclosed under specific circumstances to:

1. CMS contractors to carry out Medicare functions, collating or analyzing data, or to detect fraud or abuse;
2. A congressional office from the record of an individual health care provider in response to an inquiry from the congressional office at the written request of that individual health care practitioner;
3. The Railroad Retirement Board to administer provisions of the Railroad Retirement or Social Security Acts;
4. Peer Review Organizations in connection with the review of claims, or in connection with studies or other review activities, conducted pursuant to Part B of Title XVIII of the Social Security Act;
5. To the Department of Justice or an adjudicative body when the agency, an agency employee, or the United States Government is a party to litigation and the use of the information is compatible with the purpose for which the agency collected the information;
6. To the Department of Justice for investigating and prosecuting violations of the Social Security Act, to which criminal penalties are attached;
7. To the American Medical Association (AMA), for the purpose of attempting to identify medical doctors when the National Plan and Provider Enumeration System is unable to establish identity after matching contractor submitted data to the data extract provided by the AMA;
8. An individual or organization for a research, evaluation, or epidemiological project related to the prevention of disease or disability, or to the restoration or maintenance of health;
9. Other Federal agencies that administer a Federal health care benefit program to enumerate/enroll providers of medical services or to detect fraud or abuse;
10. State Licensing Boards for review of unethical practices or non-professional conduct;
11. States for the purpose of administration of health care programs; and/or
12. Insurance companies, self insurers, health maintenance organizations, multiple employer trusts, and other health care groups providing health care claims processing, when a link to Medicare or Medicaid claims is established, and data are used solely to process supplier's health care claims.

The supplier should be aware that the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503) amended the Privacy Act, 5 U.S.C. § 552a, to permit the government to verify information through computer matching.

Protection of Proprietary Information

Privileged or confidential commercial or financial information collected in this form is protected from public disclosure by Federal law 5 U.S.C. § 552(b)(4) and Executive Order 12600.

Protection of Confidential Commercial and/or Sensitive Personal Information

If any information within this application (or attachments thereto) constitutes a trade secret or privileged or confidential information (as such terms are interpreted under the Freedom of Information Act and applicable case law), or is of a highly sensitive personal nature such that disclosure would constitute a clearly unwarranted invasion of the personal privacy of one or more persons, then such information will be protected from release by CMS under 5 U.S.C. §§ 552(b)(4) and/or (b)(6), respectively.

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

PART I: REASON FOR SUBMISSION

Reason for Submission:

- ☐ New EFT Enrollment

☐ Change to Current EFT Enrollment
(e.g. account or bank changes)

☐ Cancel EFT Enrollment

☐ Check here if EFT payment is being made to the Home Office of Chain
(Attach letter Authorizing EFT payment to Chain Home Office)

Since your last EFT authorization agreement submission, have you had a:

- ☐ Change of Ownership, and/or
☐ Change of Practice Location?

If you checked either a change of ownership or change of practice location above, you must submit a change of information (using the Medicare enrollment application) to the Medicare contractor that services your geographical area(s) prior to or accompanying this EFT authorization agreement submission.

PART II: ACCOUNT HOLDER INFORMATION

Provider/Supplier/Indirect Payment Procedure (IPP) Biller Legal Business Name

Chain Organization Name or Home Office Legal Business Name (if different from Chain Organization Name)

Account Holder's Practice Location Street Address

Account Holder's Practice Location City	Account Holder's Practice Location State	Account Holder's Practice Location Zip Code
---	--	---

Tax Identification Number (designate ☐ SSN or ☐ EIN)[illegible]

Medicare Identification Number (if issued)

Health Plan Identifier (HPIID) or Other Entity Identifier (OEID) (IPP Entities Only)

National Provider Identifier (NPI)

[illegible]

National Provider Identifier (NPI)

[illegible]

National Provider Identifier (NPI)

[illegible]

PART III: FINANCIAL INSTITUTION INFORMATION

Financial Institution's Name

Financial Institution's Street Address

Financial Institution's City/Town

Financial Institution's State/Province

Financial Institution's Zip/Postal Code

Financial Institution's Telephone Number

Financial Institution's Contact Person

Financial Institution Routing Number

--	--	--	--	--	--	--	--	--

Provider's/Supplier's/IPP Entity's Account Number with Financial Institution

Type of Account (check one)

☐ Checking Account ☐ Savings Account

Please include a confirmation of account information on bank letterhead or a voided check. When submitting the documentation, it should contain the name on the account, electronic routing transit number, account number and type. If submitting bank letterhead, the bank officer's name and signature is also required. This information will be used to verify your account number.

PLEASE NOTE: In accordance with section 1104 of the Affordable Care Act, enrollment of electronic fund transfer (EFT) is for electronic fund transfer authorization only. EFT enrollment does not constitute enrollment as a provider or supplier in the Medicare program.

PART IV: CONTACT PERSON

Contact Person's Name	Contact Person's Title
Contact Person's Telephone Number	Contact Person's E-mail Address

PART V: AUTHORIZATION

I hereby authorize the Centers for Medicare & Medicaid Services (CMS) to initiate credit entries, and in accordance with 31 CFR part 210.6(f) initiate adjustments for any duplicate or erroneous entries made in error to the account indicated above. I hereby authorize the financial institution/bank named above to credit and/or debit the same to such account. CMS may assign its rights and obligations under this agreement to CMS' designated fee-for-service contractor. CMS may change its designated contractor at CMS' discretion.

If payment is being made to an account controlled by a Chain Home Office, the Provider of Services hereby acknowledges that payment to the Chain Office under these circumstances is still considered payment to the Provider, and the Provider authorizes the forwarding of Medicare payments to the Chain Home Office.

If the account is drawn in the Physician's or Individual Practitioner's Name, or the Legal Business Name of the Provider/Supplier or IPP entity, the said Provider/Supplier or IPP entity certifies that he/she has sole control of the account referenced above, and certifies that all arrangements between the Financial Institution and the said Provider/Supplier or IPP entity are in accordance with all applicable Medicare regulations and instructions.

This authorization agreement is effective as of the signature date below and is to remain in full force and effect until CMS has received written notification from me of its termination in such time and such manner as to afford CMS and the Financial Institution a reasonable opportunity to act on it. CMS will continue to send the direct deposit to the Financial Institution indicated above until notified by me that I wish to change the Financial Institution receiving the direct deposit. If my Financial Institution information changes, I agree to submit to CMS an updated EFT Authorization Agreement.

SIGNATURE LINE

Authorized/Delegated Official Name (Print)	Authorized/Delegated Official Telephone Number
Authorized/Delegated Official Title	Authorized/Delegated Official E-mail Address
Authorized/Delegated Official Signature (<i>Note: Must be original signature in black or blue ink.</i>)	Date

PRIVACY ACT ADVISORY STATEMENT

Sections 1842, 1862(b) and 1874 of title XVIII of the Social Security Act authorize the collection of this information. The purpose of collecting this information is to authorize electronic funds transfers.

Per 42 CFR 424.510(e)(1), providers and suppliers are required to receive electronic funds transfer (EFT) at the time of enrollment, revalidation, change of Medicare contractors or submission of an enrollment change request; and (2) submit the CMS-588 form to receive Medicare payment via electronic funds transfer.

The information collected will be entered into system No. 09-70-0501, titled "Carrier Medicare Claims Records," and No. 09-70-0503, titled "Intermediary Medicare Claims Records" published in the Federal Register Privacy Act Issuances, 1991 Comp. Vol. 1, pages 419 and 424, or as updated and republished. Disclosures of information from this system can be found in this notice.

You should be aware that P.L. 100-503, the Computer Matching and Privacy Protection Act of 1988, permits the government, under certain circumstances, to verify the information you provide by way of computer matches.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0626. The time required to complete this information collection is estimated to average 60 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, Attn: PRA Reports Clearance Officer, 7500 Security Boulevard, Baltimore, Maryland 21244-1850.

**DO NOT MAIL THIS FORM TO THIS ADDRESS.
MAILING YOUR APPLICATION TO THIS ADDRESS WILL SIGNIFICANTLY DELAY PROCESSING.**

INSTRUCTIONS FOR COMPLETING THE EFT AUTHORIZATION AGREEMENT

All EFT requests are subject to a 15-day pre-certification period in which all accounts are verified by the qualifying financial institution before any Medicare direct deposits are made.

PART I: REASON FOR SUBMISSION

Indicate your reason for completing this form by checking the appropriate box: New EFT enrollment, change to your EFT enrollment account information, or cancellation of your EFT enrollment. If you are authorizing EFT payments to the home office of a chain organization of which you are a member, you must attach a letter authorizing the contractor to make payment due the provider of service to the account maintained by the home office of the chain organization. The letter must be signed by an authorized official of the provider of service and an authorized official of the chain home office.

PART II: ACCOUNT HOLDER INFORMATION

Line 1: Enter the provider's/supplier's/indirect payment procedure (IPP) biller's legal business name or the name of the physician or individual practitioner, as reported to the Internal Revenue Service (IRS). The account to which EFT payments made must exclusively bear the name of the physician or individual practitioner, or the legal business name of the person or entity enrolled with Medicare.

NOTE: Providers/suppliers/IPP billers must report the legal business name provided on the IRS CP-575 form.

Line 2: Enter the chain organization's name or the home office legal business name if different from the chain organization name.

NOTE: Providers/suppliers/IPP billers must report the legal business name provided on the IRS CP-575 form.

Line 3: Enter the account holder's practice location street address.

Line 4: Enter the account holder's practice location city, state, and zip code.

Line 5: Enter the tax identification number as reported to the IRS. If the business is a corporation, provide the Federal employer identification number, otherwise provide your Social Security Number. If issued, enter the Medicare identification number assigned by a Medicare fee-for-service contractor. If you are not enrolled in Medicare, leave this field blank.

Line 6: IPP billers, enter the HPID or OEID assigned by CMS.

Line 7: Enter the 10 digit NPI number(s). The NPI is required to process this form.

NOTE: Institutional providers enter only **ONE** NPI.

PART III: FINANCIAL INSTITUTION INFORMATION

Line 8: Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds). Note: The account name to which EFT payments will be paid is to the name submitted on Part II of this form.

Line 9: Enter the financial institution's street address.

Line 10: Enter the financial institution's city or town, state or province, and zip/postal code.

Line 11: Enter the bank or financial institutional telephone number and contact person's name.

Line 12: Enter the bank or financial institutional nine-digit routing number, including applicable leading zeros.

Line 13: Enter the provider's/supplier's/IPP entity's account number with the financial institution, including applicable leading zeros. Select the account type.

If you do not submit this information, your EFT authorization agreement will be returned without further processing.

PART IV: CONTACT PERSON

Line 14: Enter the name and title of a contact person who can answer questions about the information submitted on this CMS-588 form.

Line 15: Enter the contact person's telephone number. Enter the contact person's e-mail address.

PART V: AUTHORIZATION

Line 16: By your signature on this form you are certifying that the account is drawn in the Name of the Physician or Individual Practitioner, or the Legal Business Name of the person or entity. The person or entity has sole control of the account to which EFT deposits are made in accordance with all applicable Medicare regulations and instructions. All arrangements between the Financial Institution and the said person or entity are in accordance with all applicable Medicare regulations and instructions with the effective date of the EFT authorization. You must notify CMS regarding any changes in the account in sufficient time to allow the contractor and the Financial Institution to act on the changes.

The EFT authorization form must be signed and dated by the same Authorized Representative or a Delegated Official named on the CMS-855 Medicare enrollment application which the Medicare contractor has on file. Include a telephone number where the Authorized Representative or Delegated Official can be contacted.

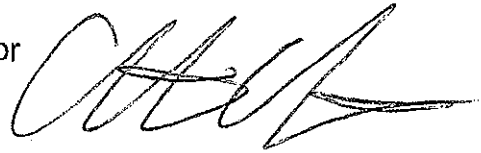
Mail this form with the original signature in black or blue ink (no facsimile signatures can be accepted) to the Medicare contractor that services your geographical area. An EFT authorization form must be submitted for each Medicare contractor to whom you submit claims for Medicare payment. To locate the mailing address for your fee-for-service contractor, go to:

www.cms.gov/MedicareProviderSupEnroll.

September 15, 2016

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: (407) 836-7611



SUBJECT: Paratransit Services License
BrightStart Pediatrics, LLC
Consent Agenda – October 4, 2016

The EMS Office of the Medical Director requests approval and execution of the Paratransit Services License for BrightStart Pediatrics, LLC. BrightStart Pediatrics, LLC has submitted the attached application requesting approval of a Paratransit Services License to provide wheelchair/stretchers service within Orange County.

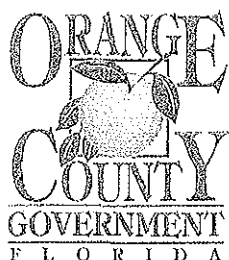
The EMS Office of the Medical Director has determined that all requirements have been met by BrightStart Pediatrics, LLC as contained in Orange County Ordinance 2001-09. The public notice has been posted for this request and no objection has been received.

ACTION REQUESTED: Approval and execution of the Paratransit Services License for BrightStart Pediatrics, LLC to provide wheelchair/stretchers service. The term of this license is from October 1, 2016 through October 1, 2018. There is no cost to the County. **(EMS Office of the Medical Director)**

CH/cf

Attachments

Cc: George Ralls, M.D., Deputy County Administrator



PARATRANSIT SERVICES:

APPLICATION FOR LICENSE

APPLICATION DATE: 8.9.16

PROPOSED DATE OPERATIONS WILL BEGIN: 9.1.16

SECTION I: GENERAL INFORMATION

1. NAME OF SERVICE: Bright Start Pediatrics, LLC

2. BUSINESS ADDRESS (INCLUDE COUNTY):

1335 Winter Garden Vineland Rd, Suite 120
Winter Garden, FL 34787

3. CONTACT INFORMATION: Business Phone 407-545-2773

Mobile Phone 407-461-2312

Email LBROWN@brightstartpeds.com

4. OWNERSHIP TYPE: ☒ PRIVATE CORPORATION ☐ GOVERNMENT AGENCY ☐ OTHER

a. If other, please describe: _____

5. CORPORATE OFFICERS AND DIRECTORS:

NAME	ADDRESS	POSITION
<u>Linda C. Brown</u>	<u>418 E. Miller St, Orlando 32806</u>	<u>President, Secretary</u>

6. LEVEL OF SERVICE: ☒ WHEELCHAIR ☒ STRETCHER ☒ BOTH

7. COMMUNICATIONS EQUIPMENT: ☒ TELEPHONE ☐ TWO-WAY RADIO ☐ OTHER

a. If other, please describe: _____

SECTION II: REQUISITES TO OBTAINING LICENSE**1. PAYMENT OF ALL APPLICABLE FEES:**
☒ YES, DATE: _____ ☐ NO
2. VEHICLE INSPECTION COMPLETED BY EMS OFFICE:
☐ YES, DATE: _____ ☐ NO

If not completed at the time of application, payment of fees and vehicle inspection by the EMS Office must be completed prior to commencing operations. Failure to do so may result in revocation of license.

3. REFERENCES/LETTERS OF SUPPORT SUBMITTED TO EMS OFFICE (Attachment I):

- ☒ Verifiable business or work references for 5 years, including one notarized letter of reference
- ☒ Five verifiable personal/business references, including two notarized letters of reference
- ☒ Five verifiable credit references, including two notarized letters of reference

4. CURRENT FINANCIAL STATEMENT SUBMITTED TO EMS OFFICE:
☒ YES, DATE: _____ ☐ NO

Example: Current letter from bank verifying business account status (no account numbers please). MUST BE NOTARIZED

5. PROOF OF INSURANCE SUBMITTED TO EMS OFFICE:
☒ YES, DATE: _____ ☐ NO

If insurance coverage has not been obtained at the time of application the provider must obtain insurance coverage and provide certificates of insurance coverage to the county prior to commencing operations. Failure to do so may result in revocation of license.

SECTION III: VEHICLES AND STAFFING
1. NUMBER OF VEHICLES IN OPERATION: 1
2. EMPLOYEE ROSTER:

<u>NAME</u>	<u>CURRENT CPR CARD (Y/N)</u>
Mark Brescia	Yes
Dockis Perez	YES

ATTACHMENT I: REFERENCES

1. List previous business experiences or work history for last five years. Submission of one notarized letter of reference from list below is required.

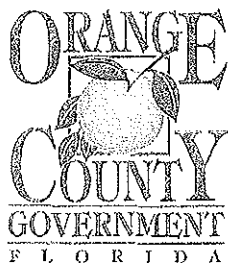
Bright Start Pediatrics - 2003- Present

2. List five personal or business references. Submission of two notarized letters of reference from list below is required.

NAME	ADDRESS	PHONE
Scott Mulhest	426 E. Miller St; Orlando 32806	404-797-1910
Jim Bassett	34 E. Pine St; Orlando 32801	407-325-4992
Sara Murphy	24 Huntsman Look; Ormond Bch 32174	859-494-5122
Paddy Pfeil	4921 Wansley Dr; Orlando 32812	407-509-1168
Joanne Schneider	1731 Country Cove Cir; Malabar 32950	321-693-9655

3. List five credit references. Submission of two notarized letters of reference from list below is required.

NAME	ADDRESS	PHONE
Leslie Hurst Friendly Capital	34 E. Pine St; Orlando 32801	917-599-6161
Vinton Bent Airway Management	1051 W. Donagan Ave Kissimmee, FL 34741	407-343-8344
Timm Rader Avancent	1869 Kentucky Ave Winter Park, FL 32789	407-897-8664
Myrna Sanchez Lykes Insurance	280 W. Canton Ave; Suite 240 Winter Park, FL	407-478-4982
Yadira Reinoza A Reliable Housecleaning	2904 E. Michigan St Orlando, FL 32806	407-719-1695



PARATRANSIT SERVICES:

APPLICATION FOR LICENSE

I, the undersigned representative of the service named in this application, do hereby attest the information provided in this application is truthful and honest to the best of my knowledge, and that my service meets all of the requirements for operation of a paratransit services in Orange County and the State of Florida. I acknowledge that as provided in Orange County Code of Ordinances Chapter 20, Division 3, Section 20-137, licenses obtained by an application in which any material fact was intentionally omitted or falsely stated are subject to revocation.

A handwritten signature in cursive script, appearing to read "Linda C. Brown", written over a horizontal line.

SIGNATURE OF APPLICANT OR REPRESENTATIVE

The date "8-9-16" handwritten in cursive script over a horizontal line.

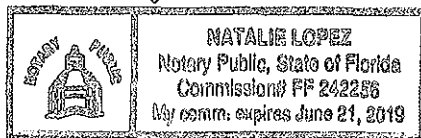
DATE

NOTARY SEAL

Acknowledgment. State of Florida County of Orange

A handwritten signature in cursive script, appearing to read "Natalie Lopez", written over a horizontal line.

NOTARY SIGNATURE



License Paratransit Services

Orange County
Board of County Commissioners
Emergency Medical Services

This is to certify that BRIGHTSTART PEDIATRICS, LLC
has complied with the Orange County Code 2001-9 and Rules and Regulations
established by the Board of County Commissioners and is authorized to operate a Paratransit Service
in Orange County.

Date of Issue: October 1, 2016

Date of Expiration: October 1, 2018

40-18 (7/14)

Mayor, Board of County Commissioners



Interoffice Memorandum

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
2

AGENDA ITEM

September 15, 2016

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: (407) 836-7611

A handwritten signature in black ink, appearing to be "CH", located to the right of the "FROM" field.

SUBJECT: Certificate of Public Convenience and Necessity
Renewal for Winter Garden Fire Rescue Department
Consent Agenda – October 4, 2016

The EMS Office of the Medical Director requests the approval of the renewal Certificate of Public Convenience and Necessity for Winter Garden Fire Rescue Department to provide Advanced Life Support Transport Service. Winter Garden Fire Rescue Department has submitted the attached application requesting the renewal of their Certificate of Public Convenience and Necessity. The current Certificate has been in effect as an Advanced Life Support Transport Service since 2006.

The EMS Office of the Medical Director has determined that all requirements have been met by Winter Garden Fire Rescue Department as contained in Orange County Ordinance 2001-9.

ACTION REQUESTED: Approval and execution of the renewal Certificate of Public Convenience and Necessity for Winter Garden Fire Rescue Department to provide Advanced Life Support Transport Service. The term of this certificate is from October 31, 2016 through October 31, 2018. There is no cost to the County. **(EMS Office of the Medical Director)**

CH/cf

Attachments

Cc: George Ralls, M.D., Deputy County Administrator



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

<input checked="" type="checkbox"/> ALS TRANSPORT	<input type="checkbox"/> ALS NON-TRANSPORT
<input type="checkbox"/> BLS TRANSPORT	<input type="checkbox"/> BLS NON-TRANSPORT
<input type="checkbox"/> ALS AIR TRANSPORT	<input type="checkbox"/> INTERFACILITY TRANSPORT

APPLICATION DATE September 1, 2016

1. NAME OF SERVICE Winter Garden Fire Rescue Department

2. BUSINESS ADDRESS (STREET) 1 East Cypress Street CITY Winter Garden

COUNTY Orange STATE FL ZIP CODE 34787

3. PHONE NUMBER 407-877-5175 FAX 407-656-4017 24 Hour Number 407-656-3679

Internet E-Mail address mmcgrew@cwgdn.com

Manager's Name Matt McGrew Title Fire Chief

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

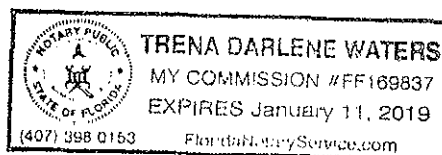
TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT AND THERE ARE NO OTHER CHANGES TO BE MADE TO THE ORIGINAL APPLICATION.

[Signature]
SIGNATURE

09/01/2016
DATE:

NOTARY SEAL

[Signature]
NOTARY SIGNATURE



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

WHEREAS, the WINTER GARDEN FIRE RESCUE DEPARTMENT has requested authorization to provide
Advanced Life Support services to the citizens of Orange County and
(Advanced Life or Basic Life Support)

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

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

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

Date Issued: October 31, 2016 Date of Expiration: October 31, 2018

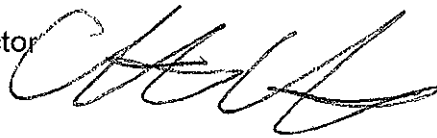
Limitations: None



Interoffice Mem

September 15, 2016

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

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

FROM: Carol Burkett, Director
Office for a Drug Free Community

SUBJECT: FY17 Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts – Orange County Adult Drug Court Proposal for Enhanced Supervision.
Consent Agenda – October 4, 2016

The Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, awarded Orange County Board of County Commissioners Adult Drug Court Program funding for enhancement and expansion of services for program participants in the amount of \$975,000 over the next three years. The funds will be utilized to enhance services, coordination and treatment of Adult Drug Court program participants which includes peer support, family support and health care navigator services. The grant will also provide funding for travel to the annual National Association of Drug Court Professionals conference, computer equipment for program staff, program evaluation and other administrative expenses. No match is required.

ACTION REQUESTED: Approval of FY17 Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Adult Drug Court Program Grant Number 1H79T1026728-01 in the amount of \$975,000 over three years beginning September 30, 2016 through September 29, 2019. No match is required. **(Office for a Drug Free Community)**

Attachments

Cc: George Ralls, M.D., Deputy County Administrator
Patria Morales, Office of Management & Budget
Jamilie Clements, Finance
Kelly Steele, Adult Drug Court Coordinator



SAMHSA Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 08/30/2016

Center for Substance Abuse Treatment

Grant Number: 1H79TI026728-01
FAIN: TI026728
Program Director: Auria Oliver

Project Title: Orange County Adult Drug Court Proposal for Enhanced Supervision

Grantee Address	Business Address
ORANGE COUNTY BOARD OF CTY COMMISSIONERS Orange County Administrator 201 South Rosalind Avenue Orlando, FL 328013527	Orange County Government Orange County Administrator 201 South Rosalind Avenue Orlando, FL 32801

Budget Period: 09/30/2016 – 09/29/2017

Project Period: 09/30/2016 – 09/29/2019

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$325,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to ORANGE COUNTY BOARD OF CTY COMMISSIONERS in support of the above referenced project. This award is pursuant to the authority of Section 509 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79TI026728-01**Award Calculation (U.S. Dollars)**

Other	\$325,000
Direct Cost	\$325,000
Approved Budget	\$325,000
Federal Share	\$325,000
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$325,000

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$325,000
2	\$325,000
3	\$325,000

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1596000773A1
Document Number: 16TI26728A
Fiscal Year: 2016

IC	CAN	Amount
TI	C96N290	\$325,000

IC	CAN	2016	2017	2018
TI	C96N290	\$325,000	\$325,000	\$325,000

TI Administrative Data:

PCC: DCT-AD / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI026728-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79TI026728-01

This award is based on the application submitted to, and as approved by, SAMHSA on the

above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – TI Special Terms and Conditions – 1H79TI026728-01

REMARKS:

- 1) As a reminder all SAMHSA official notifications will be electronically mailed to your organization's Business Official address as identified in the HHS Checklist, Part C.
- 2) This award conditionally approves the budget amount of \$325,000. All of the funds have been awarded in the 'other' category.

SPECIAL TERMS OF AWARD:

MAT:

By October 31, 2016 you must:

Submit a statement of assurance that for the treatment drug court(s) for which funds are sought will not: 1) will not deny access to the program to any eligible client for the treatment drug court because of his/her use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations, naltrexone products including extended-release and oral formulations, disulfiram, and acamprosate calcium). Specifically, methadone treatment must be permitted when rendered in accordance with current federal and state methadone dispensing regulations from an opioid treatment program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder; and 2) mandate that a drug court client will not be compelled to no longer use MAT as part of the conditions of the drug court if such a mandate is inconsistent with a licensed prescriber's recommendation or valid prescription.

Disparity Impact Statement (DIS):

By November 30, 2016 you must:

Submit an electronic copy of a disparity impact statement to the Government Project Officer (GPO) and Grants Management Specialist (GMS) as identified under Contacts on this notice of award. The disparity impact statement should be consistent with information in your application

regarding access, *service use and outcomes for the program and include three components as described below. Questions about the disparity impact statement should be directed to your GPO. Examples of disparity impact statements can be found on the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/disparity-impact-statement>.

*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training, and/or technical assistance activities.

The disparity impact statement, in response to the Special Term of Award, consists of three components:

1. Proposed number of individuals to be served by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.
2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.
3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:
 1. Diverse cultural health beliefs and practices;
 2. Preferred languages; and
 3. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

DOMA:

On June 26, 2013, in United States v. Windsor, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex spouses/marriages, was unconstitutional. As a result of that decision, SAMHSA is no longer prohibited from recognizing same sex marriages. Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in the Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing Wellness Courts (Short Title: SAMHSA Treatment Drug Courts). This means that, as a recipient of SAMHSA Treatment Drug Courts funds you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.

Financial Capability Review:

SAMHSA's Office of Financial Advisory Services (OFAS) is currently conducting a review of your organization's financial management system to determine if it is capable of adequately administering federal awards in accordance with 45 CFR 75.205. If the review discloses material weaknesses and/or other financial management concerns, additional specific award conditions may be imposed on your organization as deemed appropriate in accordance with 45 CFR 75.207. The conditions will include your organization's Payment Management Services (PMS) account being restricted, which results in all future PMS drawdowns, whether through advances or reimbursements, being required to be approved in advance by OFAS and the applicable Grants Management Specialist and Government Program Official. The pre-approvals will be based on the submission of monthly Requests for Advance/ Reimbursement (SF270) along with accounting reports and source documentation that adequately supports the costs being claimed.

SPECIAL CONDITION OF AWARD:**Revised Budget:**

By October 31, 2016, you must provide a detailed budget and justification for the awarded amount of \$325,000 and you must provide a revised SF424A reflecting the categorical amounts in the revised budget.

STANDARD TERMS OF AWARD:

Refer to the following SAMHSA website for Standard Terms of Award:

<http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>
(NEW)

Key staff (or key staff positions, if staff has not been selected) are listed below:

Auria Oliver, Project Director @ 7.5% level of effort

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

REPORTING REQUIREMENTS:

Submission of a Programmatic Semi-Annual Report is due no later than the dates as follows:

1st Report - April 30, 2017
2nd Report - October 31, 2017

Please submit your Programmatic Semi-Annual Report to
DGMPProgressReports@samhsa.hhs.gov and copy your Program Official. (HARD COPIES
SUBMISSION IS NOT REQUIRED)

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.


CONTACTS:

Jon Berg, Program Official
Phone: (240) 276-1609 **Email:** Jon.Berg@samhsa.hhs.gov

Helen Zhou, Grants Specialist
Phone: (240) 276-2482 **Email:** helen.zhou@samhsa.hhs.gov **Fax:** (240) 276-2410

September 15, 2016

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

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

FROM: Carol Burkett, Director
Drug Free Office

SUBJECT: U.S. Department of Justice –FY16 Justice Assistance Grant Program
Consent Agenda Item – October 4, 2016

The U.S. Department of Justice has awarded Orange County, as governing body, a FY16 Justice Assistance Grant Program, award number 2016-DJ-BX-0153 in the amount of \$405,024 with no required match. The grant period is from October 1, 2015 through September 30, 2019. The grant will provide funding to support the following law enforcement and prevention initiatives to essential county services.

Orange County Victim Service Center of Central Florida – funding will pay for an Educational Coordinator to provide crime prevention and educational presentations and implement evidence-based strategies to teach active sexual violence and crime prevention techniques, by-stander intervention and healthy relationships for the Crime Victim Prevention Program in the amount of \$90,000. Funding will also provide for printing of program materials in the amount of \$4000.

Orange County Corrections Department Electronic Control Devices and Whole Body Security Scanning System – funding will be used to purchase electronic control devices (Tasers) to control unruly and non-compliant inmates. They will also purchase a Whole Body Security System that will enhance security by completing a body scan of inmates to detect weapons, drugs, cell phones and other contraband in the amount of \$100,000.

Orange County Juvenile Assessment Center – funding will be utilized to refurbish two cells with corrections grade material to replace doors and frames that are designed to withstand the rigors associated with corrections settings in the amount of \$20,500.

Orange County Sheriff's Office Narcotics Unit – funding will be utilized to purchase a MFL-3000 drug identification unit, portable sound monitoring devices (repeaters), portable audible transmitting devices, and covert audio and video devices for the Narcotics Unit to increase their ability to analyze data and improve audio and video capabilities that are essential to successful narcotic investigations. Funding will also provide for training for community outreach programs. The total amount of funding is \$49,524.

Orange County Sheriff's Office Court Services and Communications Division – funding will provide for the purchase of 33 APX portable radios for specialized groups such as Motors, SWAT, Aviation, and Mounted Patrol. The APX portable radios will replace the XTS radios that will no longer be supported by Motorola in the amount of \$100,000.

Orange County Sheriff's Office Sector IV – funding will provide the Holden Heights Neighborhood Redevelopment District with crime prevention signage in strategic locations throughout the Holden Heights Community to increase public safety and crime prevention and awareness in the amount of \$2,500.

Orange County Drug Free Office – funding will be utilized to purchase nasal spray naloxone through Adapt Pharma for identified heroin-addicted inmates at the Orange County Jail in the amount of \$22,500.

Orange County Drug Free Office – funding will be utilized to launch a social marketing overdose prevention pump topper campaign at 10 area Orange County convenience stores/gas stations that will include an overdose prevention message, contact information for treatment resources and the Heroes Against Heroin website in the amount \$15,000.

ACTION REQUESTED: Approval of the U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance FY16 Award Number 2016-DJ-BX-0153, in the amount of \$405,024 for the period of October 1, 2015 through September 30, 2019. No match is required. **(Office for a Drug Free Community)**

Attachments

Cc: Ajit M. Lalchandani, County Administrator
George Ralls, M.D., Deputy County Administrator
Patria Morales, OMB Grants Coordinator



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 12

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Orange County 425 North Orange Avenue, Suite 360 Orlando, FL 32801-1544		4. AWARD NUMBER: 2016-DJ-BX-0153	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019	
2a. GRANTEE IRS/VENDOR NO. 596000775		6. AWARD DATE 07/19/2016	7. ACTION Initial
2b. GRANTEE DUNS NO. 064792510		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Orange County Board of County Commissioners Byrne Grant 2016 include projects in the area of Law Enforcement, Drug Prevention, Corrections, Crime Prevention, and the Juvenile Assessment Center.		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 405,024	
		11. TOTAL AWARD \$ 405,024	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ajit Lalchandani County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Ajit Lalchandani</i>	19A. DATE 8.24.16
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X B DJ 80 00 00 405024		21. RDJUGT0012	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 12

PROJECT NUMBER 2016-DJ-BX-0153

AWARD DATE 07/19/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

4. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

Handwritten signature



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 12

PROJECT NUMBER 2016-DJ-BX-0153

AWARD DATE 07/19/2016

SPECIAL CONDITIONS

5. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

6. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

7. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

8. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 12

PROJECT NUMBER 2016-DJ-BX-0153

AWARD DATE 07/19/2016

SPECIAL CONDITIONS

9. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

10. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

14. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Ad



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 12

PROJECT NUMBER 2016-DJ-BX-0153

AWARD DATE 07/19/2016

SPECIAL CONDITIONS

15. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

16. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2016-DJ-BX-0153

AWARD DATE 07/19/2016

SPECIAL CONDITIONS

17. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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18. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

19. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

20. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

21. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

22. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



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23. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
24. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
28. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.



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31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal, State, and tribal law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive ("sole source") procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the DOJ Grants Financial Guide.
32. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
33. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

34. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

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SPECIAL CONDITIONS

35. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
36. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
37. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
38. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
39. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
40. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancectools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
41. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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43. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>
44. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
46. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
47. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
48. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

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49. The recipient may not obligate, expend, or draw down any funds under this award until: (1) the recipient acquires current registration with the System for Award Management (SAM), (2) the recipient notifies the DOJ awarding agency (OJP or OVW, as appropriate) in writing of its current SAM registration, and (3) a Grant Adjustment Notice (GAN) is issued that removes this special condition.

ABJ



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-DJ-BX-0153

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This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Tarasa Yates
2025987372

2. PROJECT DIRECTOR (Name, address & telephone number)

Carol Burkett
Director
201 S. Rosalind Avenue
Orlando, FL 32801-3527
(407) 836-7319

3a. TITLE OF THE PROGRAM

Edward Byrne Memorial Justice Assistance Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Orange County Board of County Commissioners Byrne Grant 2016 include projects in the area of Law Enforcement, Drug Prevention, Corrections, Crime Prevention, and the Juvenile Assessment Center.

5. NAME & ADDRESS OF GRANTEE

Orange County
425 North Orange Avenue, Suite 360
Orlando, FL 32801-1544

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 405,024

10. DATE OF AWARD

07/19/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The Orange County Board of Commissioners will utilize this Fiscal Year 2016 JAG award to support a variety of law enforcement related initiatives that will enhance essential county services. In particular, JAG funding will be use to support: the Victim Service Center, Orange County (OC) Corrections, OC Juvenile Assessment Center, OC Sheriff's Office and the OC Drug Free Office.

NCA/NCF



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

July 19, 2016

Mr. Ajit Lalchandani
Orange County
425 North Orange Avenue, Suite 360
Orlando, FL 32801-1544

Dear Mr. Lalchandani:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$405,024 for Orange County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tarasa Yates, Program Manager at 2025987372; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.cefo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Orange County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

July 19, 2016

Mr. Ajit Lalchandani
Orange County
425 North Orange Avenue, Suite 360
Orlando, FL 32801-1544

Dear Mr. Lalchandani:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The *Equal Treatment Regulation* also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(e); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(e), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) FY2016 Program: Local Solicitation**

Orange County Board of County Commissioners

Program Narrative (Attachment 1)

1. Program Areas

A. Crime Victim Prevention and Education

(Victim Service Center of Central Florida, Inc.)

(Program Area: Prevention and education programs)

The goal of the Crime Victim Prevention Program is to provide Orange County residents with education, prevention, and support services focusing on crime and crime prevention, as well as serve as a resource for crime victims.

According to the Florida Department of Law Enforcement's 2015 Uniform Crime Report, Orange County had a total crime index of 56,959. The numbers for violent crime are staggering: 759 forcible rapes, 5,786 aggravated assaults (both of which represent an increase from 2014), 2,051 robberies, and 89 murders. These numbers clearly illustrate an urgent need for preventative education and resources, and the Victim Service Center (VSC) Crime Prevention Program is specifically designed to provide these services.

The Crime Victim Prevention Program (CVPP) is a comprehensive sexual violence and violent crime prevention and education program focusing on educating the community at-large including adults, youth, college students, educators, community providers, and professionals. Additionally, the CVPP targets populations that are at-risk of being victims of violence, such as homeless individuals, non-English speakers, LGBTQ community, members of the military, and college-aged individuals.

The Victim Service Center Crime Victim Prevention Program uses evidence-based prevention strategies to teach active sexual violence and crime prevention techniques, bystander intervention, and healthy relationships that empower individuals and help end violence. CVPP also works directly with first responders, providing training and resources to enhance existing protocols and serve victims in the immediate aftermath of sexual violence or a violent crime.

Since the start of the program in October 2015, CVPPs has provided 89 crime prevention and education presentations to almost 125,000 individuals throughout the county.

Additionally, the Education Coordinator distributed nearly 6,000 pieces of collateral materials -- sexual violence brochures, general services brochures, crisis cards, rack cards, and posters -- raising public awareness of VSC services and taking the first critical step in not only providing crisis intervention services to victims but also engaging the community in the fight to end crime through targeted prevention strategies.

B. Electronic Control Devices

(Orange County Corrections Department)

(Program Area: Corrections, community corrections and reentry programs)

The electronic control device or “tasers” is an electroshock device designed to affect the sensory nervous system and/or disrupt voluntary muscle control of unruly and non-compliant inmates. This device is proven to reduce to reduce injury to staff and inmates, subsequently reducing cost and liability of operations. The purchase will offer an expanded ability to respond to volatile situations and react in a safer manner. Through the Through the use of our General Fund the department has budgeted for some Tasers over the past 3 years, however, due to fiscal constraints we have been unable to purchase the full amount completely implement deployment through all levels of supervision. With this grant submission and approval our department will be able to continue on the distribution plan and allow the replacement of nonoperational equipment.

The electronic control device will consistently enhance the security and promote safety throughout Orange County Corrections Department.

C. Whole Body Security Scanning System

(Orange County Corrections Department)

(Program Area: Corrections, community corrections and reentry programs)

Orange County Corrections Department operates one of the largest county detention facilities in the nation. The Corrections Department is on a 76-acre secure compound that has the capacity to detain 4,100 inmates on any given day. We have 1,700 certified and civilian staff. The Corrections Department Whole Body Security Scanning System call SecurPass is a body scanner that will enhance security by completing a body scan of inmates to detect weapons, drugs, cell phones and other contraband. The machine will x-ray the inmate workers with a low dose of radiation to detect and prevent contraband from being introduced into the secure confines of the jail. When contraband enters into the secure confines of the jail it creates an unsafe environment for visitors, staff and inmates.

The purchase of this machine would enhance the security and safety at the jail by integrating body scanning technology with current search procedures at the inmate worker's entry point.

The Department currently has one SecurPass Whole Body Security Scanner for all inmates booked into the Orange County Jail, but lacks that same security equipment for our security workers.

D. Refurbish Cell Project

(Orange County Juvenile Assessment Center)

(Program Area: Corrections, community corrections and reentry programs)

The Juvenile Assessment Center (JAC) is a centralized processing center for youth taken into custody by law enforcement for an alleged delinquent act in Orange County. The Assessment Center functions include detainable and non-detainable screening; health, mental health, substance abuse, physical health and suicide screening. Upon arrest or referral, a youth is screened and assessed to gather essential information for all involved parties to protect the youth and appropriately move this case through the juvenile justice system. In addition, the program provides overall administration and management of the facility operations and ensures services are performed in accordance with applicable laws, regulations, and licensing requirements. This includes daily performance of administrative functions including coordination of services provided for youth by other agencies/organizations at the JAC, facility management, data collection, site based interagency communication meetings and partner/stakeholder meetings.

The booking unit currently utilizes four confinement cells to manage youth who are uncooperative with the booking process. Over the years the cell doors have been damaged and repaired multiple times and in need of replacement with higher grade materials. The program has sufficient funds to replace two doors and door frames later this year. Replacement of the remaining two doors is a priority need to ensure the safety and security of the facility and staff.

The current program measurements and performance goals for the Juvenile Assessment Center include the following:

- 100% of Juveniles are screened for substance abuse and mental health needs
- 100% of juveniles are provided service recommendations and referrals upon release
- 100% of Juveniles receive a standardized risk assessment to determine release status
- 75% of youth are released to secure detention or parent within 6 hours of admission
- 90% accuracy of booking data entry
- Provide data reports which outline arrest and charge statistics, and neighborhood juvenile crime trends.

The funding requested will be able to refurbish two cells with corrections grade material and completely replace doors and frames that are designed to withstand the rigors associated with corrections settings.

E. Drug Identification Enhancement

Orange County Sheriff's Office

(Program Area: Law enforcement programs)

Orange County Florida is a diverse community with over one million residents and over 60 million visitors due to its proximity to beaches and theme parks. The large number of residents and visitors also creates an opportunity for violent criminals to prey upon potential victims. Currently we have seen a significant increase in violent crime in our community. Year to date (January through May), homicides total 31 versus 22 in 2015 for the same time frame, which is an increase of 41 percent. Our gun violence grows daily with assaults and other aggravated crimes regularly occurring. The majority of these violent crimes have a direct nexus to illegal drug activity, which has a direct correlation to guns.

The nexus between narcotics and firearms is well known, but we are seeing it in our county in pandemic proportions. Heroin is the current main drug of choice, but cocaine, marijuana, methamphetamine, and synthetic drugs are also widely used, and those responsible for the illegal sales of these narcotics are armed and dangerous. In each narcotic search warrant

executed, firearms are regularly located and seized. From January 2016 through April 2016, the Orange County Sheriff's Office Narcotics Unit recovered 32 firearms from search warrants and buy bust operations. The vast majority of our home invasion robberies, assaults, and other robberies are connected to illegal drugs and involve firearms.

With the direct correlation between guns and drugs, our Narcotics Unit is at the center of this issue and could use the funds provided through this JAG Grant to continue our efforts in educating our community through public awareness programs, increase our ability to analyze data with improved software, and take advantage of the improvements in technology to upgrade and improve our covert audio and video capabilities that are essential to successful narcotic investigations.

Approval of this request would assist in reducing the gun violence in our community, enhance safety measures to our narcotics agents, and directly improve the quality of life for our residents and guests.

F. Radio Upgrade Project

(Orange County Sheriff's Office)

(Program Area: Law enforcement programs)

The majority of the Orange County Sheriff's Office deputies have been issued the new portable radios. However, a small number, approximately 330, continue to carry legacy radios. These are mainly specialized groups such as Motors, SWAT, Aviation, Mounted, and volunteers. These radios were not replaced earlier to allow aftermarket manufacturers time to develop compatible specialized accessories. The vendor of our old radios, Motorola, has announced they will drop support for this line of radios in 2019.

All XTS portable radios should be replaced before 2019 we started this process in 2015. We have approximately 333 remaining radios to replace. Available radio models and prices are changing so exact costs are unavailable at this time. However, for budgetary purposes these radios should be priced at \$5,900 each. The approximate total cost of the remaining 333 new radios is just under two million dollars; this far exceeds the funding available in the general budget. We have strived to be creative in our due-diligence in finding funds to help offset the assistance we have received from Orange County.

The after-market accessories that some of the specialty units will require, will be purchased by each user group.

As stated earlier, it is unnecessary to replace all the radios simultaneously, By continuing the process started in 2015 and procuring small quantities when funds are available, this large expense can be spread over several years. This will allow us to be fully operational with new radios in 2019, without straining and trying to scrap up the funds to purchase the new radios.

G. Holden Heights Redevelopment Project
(Orange County Sheriff's Office)
(Program Area: Law enforcement programs)

The Uniform Patrol Division of the Orange County Sheriff's Office has historically and continues to take the lead in the protection of the United States of America by protecting the communities, the citizens and the nearly 60 million annual visitors to Orange County. The Uniform Patrol Division accomplishes this task by enforcing laws, responding to emergency and non-emergency calls for service and providing services to the community to include but not limited to, crime prevention and training, public safety awareness and building community

partnerships. To achieve this lofty goal of providing for the safety of citizens and reducing crime and the fear of crime in Orange County, The Uniform Patrol Division is requesting to continue funding from the JAG Grant into the 16/17 fiscal year.

The Uniform Patrol Division continues to seek innovative methods to provide for increased public safety and crime prevention/awareness for the citizens of Orange County and has identified the need for a method of delivering crime prevention and awareness information to the citizens of the Holden Heights Community, located within Orange County.

The Holden Heights community is a diverse community with a history of violent crime related and street narcotics related challenges. Over the past several months, a group of very dedicated and concerned residents of Holden Heights along with other community leaders, business leaders, members of the local clergy, community organizers and members of the Uniform Patrol Division, have been actively exploring methods to permanently impact the environment to make positive changes in the Holden Heights Community. The goal is to reduce crime, the fear of crime and increase public awareness and crime prevention education in the community.

Public awareness of basic crime prevention, community safety concerns and community resource availability have been identified as underlying contributors to the lingering violent crime and narcotics related crime issues in the Holden Heights Community. There is a consensus between the community leaders and the Uniform Patrol Division as to the value and effectiveness of basic crime prevention and public safety education and awareness.

One method deemed necessary by which to achieve this goal is to erect a series of permanent signs to be displayed in strategic locations throughout the Holden Heights Community. The signs will display a well-crafted crime prevention message, warnings to

potential law violators and methods by which to contact certain resources such as crime tip lines, addiction/rehabilitation services and other public safety services. These signs, numbering approximately 20, will be of reasonable size and of sturdy metal construction and will be professionally constructed and erected in public view.

The funding from the JAG Grant would enable these signs to be erected in strategic locations throughout the Holden Heights Community to deliver the needed messages regarding crime prevention, warnings to potential law violators and methods by which to contact certain resources such as crime tip lines, addiction/rehabilitation services and other public safety services.

H. Naloxone Project

(Orange County Drug Free Office)

(Program Area: Drug treatment and enforcement programs)

Over the last several years, Orange County has seen a decrease in the number of illegal pill mill operations as well as prescription drug-related deaths. These decreases can be attributed to the passage of the state's comprehensive prescription drug legislation, the implementation of the Prescription Drug Monitoring Program, local regulations, proactive law enforcement and in increase in treatment admissions. With fewer pills on the street, many states and communities are seeing an increase in heroin use which is a cheaper alternative for those addicted to opiates. Although prescription drug abuse is still a problem, heroin is becoming easier to obtain and has a high purity level.

The local impact of heroin has been felt by our community with a marked increase in the number of heroin-related arrests to include 676 in 2014 and 846 in 2015. We've also seen an increase in the number of heroin-related bookings in the Orange County jail with the majority of those arrests between the ages of 18-44. In addition to heroin-related bookings, we have documented approximately 2,000 inmates that have come through our jail system on another charge (petty theft for example) but are dependent and/or addicted to heroin. Our local treatment providers have also seen a marked increase in the number of treatment admissions for those

presenting for heroin dependence and we've seen an increase in the number of heroin-related emergency department visits.

The Orange County Medical Examiner's Office reported 75 deaths associated with heroin in 2014 in Orange County and 85 heroin-related deaths in 2015. In 2014, the District Nine Medical Examiner's Office (Orange County and Osceola County) reported more heroin-related deaths than any other county in Florida. Since 2011, we have seen a six-fold increase (2011-14 heroin-related deaths and 2015 – 85 heroin-related deaths) in the number of heroin-related deaths in Orange County and the problem continues to grow.

Orange County Corrections Naloxone Pilot Project: The Orange County Corrections Department in partnership with Orange County Corrections Health Services is working with area treatment providers to address heroin use and dependence in the local Jail. With over 846 heroin-related arrests in 2015 (over 70% of those charged were for possession) and 2,000 in the jail system in 2015 addicted to heroin and arrested for other charges, we are dealing with a large population addicted to a powerful and deadly drug. Studies show that the most at-risk populations to use heroin after an overdose or withdrawal are those leaving from a jail, emergency room or treatment center. The Corrections Department Naloxone Inmate pilot project proposes to identify inmates through the booking & screening process regarding their drug of choice or heroin dependence. Once the inmate has been identified and after the withdrawal process through Corrections Health Services protocols, overdose prevention information will be provided by Corrections staff to those identified inmates. The information through brochures and fact sheets bout overdose prevention as well as a brief video about heroin/opiates, signs and symptoms of a heroin/opiate overdose and how to administer naloxone utilizing both FDA approved devices (Adapt Pharma Nasal Spray and Evizo Auto-Injector). After completion of the educational information, a free nasal spray of naloxone (available through public interest pricing for government) will be provided to the inmate upon their release. The naloxone nasal spray will be placed in the inmate's property by booking staff along with overdose prevention literature and a brochure on state funded substance abuse treatment facilities in Orange County when they are released.

Corrections Health Services staff will track the number of inmates that receive overdose prevention information and the nasal spray naloxone for data collection purposes. If an inmate

re-offends, the Corrections Booking staff and Health Services staff will be able to track if he/she received naloxone during a previous incarceration and ask if they used the device.

We will work with Orange County Health Services and the Orange County Medical Clinic's onsite pharmacist Shari Hopwood on storage of naloxone medication and documentation of naloxone distribution to identified inmates upon release.

I. Heroes Against Heroin Pump Topper Project

(Orange County Drug Free Office)

(Program Area: Prevention and education)

Over the last several years, Orange County has seen a decrease in the number of illegal pill mill operations as well as prescription drug-related deaths. These decreases can be attributed to the passage of the state's comprehensive prescription drug legislation, the implementation of the Prescription Drug Monitoring Program, local regulations, proactive law enforcement and in increase in treatment admissions. With fewer pills on the street, many states and communities are seeing an increase in heroin use which is a cheaper alternative for those addicted to opiates. Although prescription drug abuse is still a problem, heroin is becoming easier to obtain and has a high purity level.

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related deaths and 2015 – 85 heroin-related deaths) in the number of heroin-related deaths in Orange County and the problem continues to grow.

The Orange County Drug Free Office is working with education and prevention experts in the community to develop education and outreach materials to prevent and reduce heroin-related overdoses and deaths. The proposed Heroes Against Heroin Social Marketing Pump Topper Campaign will feature an overdose prevention message and provide Central Florida United Way 211 contact number for all social services and resource information in the county as well as the heroesagainstheroin.org website for prevention and educational toolkit information.

The proposed campaign through the utilization of the pump toppers at local gas stations and convenience stores can yield approximately 2.7million impressions per month with advertisement at 10 stations. The pump topper campaign is exclusively through All Over Media who produces and displays the content in selected areas of the county that are hardest hit by the heroin problem based on arrest, emergency room visits and medical examiner's data. All Over Media also provides a window cling on establishment doors or inside on coolers to expand the outreach and awareness of the campaign for free.

The funding will allow the launch of the prevention campaign in targeted areas of Orange County with an anticipated number of impressions monthly at 1.7million. The Orange County Drug Free Office will also work with the 211 call center to track the number of calls requesting treatment information during the campaign period. We will also track the number of hits to the heroesagainstheroin.org website during the campaign period.

Edward Byrne Memorial Justice Assistance (JAG) Program/FY 2016 Local Solicitation

Orange County Board of Commissioners

Budget Detail Worksheet - Attachment #2

Note: See Second Tab in Excel Spreadsheet to View and Print Budget Narrative...

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - None List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	# of pos.	Hourly Rate	x	Hrs./Yr.	Computation	Cost
None						\$ -

B. Fringe Benefits - None Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	# of pos.	Wages	x	Rate	Computation	Cost
None						0

C. Travel - None Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate the source of Travel Policies applied (Applicant or Federal Travel Regulations).

Purpose of Travel	Location	Item	# of nights	Cost
None				\$ -

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing vs. leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	10	Computation	Cost
Orange County Corrections - Electronic Control Device - Tasers	10	\$1,000 est	\$ 10,000.00
Orange County Corrections - Whole Body Security Scanning System RadPro SECURPASS	1	\$90,000 est	\$ 90,000.00
Orange County Juvenile Assessment Center Two Type B Door Frames; 2 Southern Steel 1010Am-2 Detention Lock with Mogul Style Cylinders; Six each Mogul Style Keys; Six each stainless steel detention grade hinges; Four each raised detention grade pulls; Thirty-Six square feet of 1/4" Secur-Tem glazing	2	\$10,250 est	\$ 20,500.00
Total \$			120,500

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Item	Computation	Cost
Orange County Drug Free Office Naloxone Nasal Spray	300	\$75.00 est \$ 22,500.00
Heroes Against Heroin Social Marketing Pump Topper Campaign	10 x 7 Months	\$2,000.00 est \$ 15,000.00
Total \$		37,500.00

F. Construction - None

Total \$ -

G. Consultants/Sub-Recipient Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior OJP approval.

Name of Consultant	Services Provided	Computation	Cost
None			
Item	Location	Computation	Cost

Contracts - Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants

are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
Victim Service Center of Central Florida Crime Prevention & Education Prevention & Education Coordinator Printing of Program Materials	2 Years \$45,500 est \$4,000 est \$ 91,000 4,000
Orange County Sheriff's Office Drug Identification Enhancement MFI-300 Drug Identification Unit Portable Sound Monitoring Enhancement Devices Portable audible transmitting devices Covert audio and video devices Deputies to attend and receive training and community outreach programs	
Orange County Sheriff's Office XTS Portable Radio Replacement Orange County Sheriff's Office Holden Heights Redevelopment Project Signage	17 \$ 5,900 est 20 \$125 est \$ 100,000 2,500
Total Consultants/Contracts	\$ 247,024

H. Other Costs - None List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months of rent.

Description	Computation	Cost
		Total \$ -

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$ -
B. Fringe Benefits	\$ -
C. Travel	\$ -
D. Equipment	\$ 120,509
E. Supplies	\$ 37,500
F. Construction	\$ -
G. Consultants/Contracts	\$ 247,024
H. Other Costs	\$ -
TOTAL PROJECT COSTS	\$ 405,024
Federal Request	\$ 405,024
Non-Federal Amount	\$ -

Note: See second Tab in Excel Spreadsheet to view and print Budget Narrative...

Recap of Programs/Costs:	
Victims Prevention & Education	\$ 95,000
Orange County Corrections	\$ 100,000
OC Juvenile Assessment Center	\$ 20,500
Orange County Sheriff's Office	
Drug Identification Enhancement	\$ 49,524
XTS Portable Radio Replacement	\$ 100,000
Holden Heights Neighborhood Redevelopment	\$ 2,500
Orange County Drug Free Office	\$ 37,500
Total Grant	\$ 405,024

Edward Byrne Memorial Justice Assistance (JAG) Program/FY 2016 Local Solicitation
Orange County Board of County Commissioners

Budget Narrative: (Attachment 3, Cont'd.)

A. Personnel Costs - OVERTIME

None

Total \$0

B. Fringe Benefits -OVERTIME BENEFITS

None

Total \$0

C. Travel

None

Total \$0

D. Equipment

Orange County Corrections

Funds will provide electronic control devices (tasers) to help control volatile situations and reduce injury to staff and inmates.

Orange County Corrections

Funds will be used to purchase a SECURPASS whole body security scanning system to enhance the security and safety at the jail by integrating body scanning technology with current search procedures at the inmate worker's entry point. The department currently has one SECURPASS whole body security scanner for all inmates booked into the Orange County Jail but lacks that same security equipment for our security workers.

Juvenile Assessment Center

Funding will be used to refurbish two cells with corrections grade material and completely replace doors and frames that are designed to withstand the rigors associated with corrections settings. The booking unit currently utilizes four confinement cells to manage youth who are uncooperative with the booking process. Over the years, the cell doors have been damaged and repaired multiple times and they are in need of replacement with higher grade materials. Replacement of the two doors is a priority need to ensure the safety and security of the facility and staff.

Total \$120,500

E. Supplies

Orange County Drug Free Office

Funds will be used to purchase Naloxone nasal spray by Adapt Pharma (only FDA Approved nasal spray) for at-risk identified heroin-addicted inmates at the Orange County Jail. The naloxone nasal spray Narcan® is used in the emergency treatment of an opioid/heroin overdose. Identified at-risk inmates will receive overdose prevention education and a dose of naloxone nasal spray in their property. Studies show that the most at-risk populations to use heroin after an overdose or withdrawal are those being released from jail. The education and free dose of naloxone will help reduce the number of heroin-related deaths in leaving a jail, emergency room or treatment center. On any given day, the Orange County Jail has approximately 200 inmates who are addicted or dependent on heroin regardless of their charge.

Orange County Drug Free Office

Funds will be used to increase awareness and education to prevent and reduce heroin-related overdoses and deaths. The campaign will feature an overdose prevention message and provide the United Way 211 contact number for treatment resources and information as well as the heroes against heroin website for prevention and educational toolkit information. The pump topper advertisement would be through All Over Media (contracted with gas stations/convenience stores) at 10 gas/stations/convenience stores for seven months. The pump topper ad will also include a bonus window cling to display the message on the establishment's door or window. The anticipated monthly impressions is 1.7million

Total \$37,500

F. Construction- None

Total \$0

G. Consultants/Sub-Recipient Contracts

Victim Service Center of Central Florida - Crime Prevention and Education

Funds will be used to pay for one contractual position for two years to provide residents with education, prevention, and support services focusing on crime and crime prevention. The position will be measured by the number of presentations in the areas of sexual violence and violent crime prevention and education program focusing on the community at-large and target populations that are at-risk of being victims of violence such as homeless individuals, LGBTQ community, military, etc. Funds will also be used to print program materials for the educational presentations and dissemination opportunities. (Position - \$45,500 a year for 2 years and \$4,000 for printing of program materials)

Orange County Sheriff's Office

Orange County Sheriff's Office Narcotics Unit requested funding will provide drug identification units, portable sound equipment monitoring equipment devices (repeaters), portable audible transmitting devices, covert audio and video devices and training for deputies to attend and receive training and community outreach programs. Approval of this funding would assist in reducing the gun violence in our community, enhance safety measures to our narcotic agents and directly improve the quality of life for our residents and guests. (Cost - \$49,524)

Orange County Sheriff's Office

Orange County Sheriff's Office requested funding will replace legacy Motorola XTS portable radios with the new Motorola APX portable radios. Motorola announced they will drop support for the XTS line of portable radios and we need to continue to replace radios over the next several years (funding will provide replacement of 17 portable radios) - (\$100,000)

Orange County Sheriff's Office

Orange County Sheriff's Office is requesting funding for signage for the Holden Heights Neighborhood Redevelopment. The signs would be erected in strategic locations throughout the Holden Heights Community to deliver the needed messages regarding crime prevention, warnings to potential law violators and methods by which to contact certain resources such as crime tip lines, addiction/rehabilitation services and other public safety services. (20 signs with posts) - (\$2,500)

<u>Total</u>	<u>\$247,024</u>
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H. Other Costs:

<u>Total</u>	<u>\$405,024</u>
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<u>Federal Amount</u>	<u>\$ 405,024</u>
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<u>Non-Federal Amount</u>	<u>\$ 0</u>
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Interoffice Memorandum

August 30, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

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

CONTACT PERSON: Ruby Dempsey Rozier, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

A handwritten signature in black ink, appearing to read "John J. Semino", written over the contact information.

SUBJ: Establishment of a "No Parking" Zone on Windrose Drive

The Southmeadow Homeowner's Association has requested that a "No Parking" zone be established on both sides of the road from 319 Windrose Drive extending 400 feet south.

The homeowner's association has requested the no parking due to sight distance around the curve and vehicles being parked on both sides of the road. The area of no parking is adjacent to the neighborhood recreation area and tot lot. There are no homes in the proposed no parking zone.

Staff recommends that the Board approve the establishment of a "No Parking" zone on both sides of the road from 319 Windrose Drive extending 400 feet south.

Action Requested: Approval to install a "No Parking" zone on both sides of the road from 319 Windrose Drive extending 400 feet south. District 4.

MVM/RDR/FCY/nad

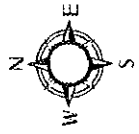
Attachments

Windrose Drive Consent Agenda District Map



District 4 : Commissioner Jennifer Thompson

Windrose Drive Consent Agenda Location Map



 Proposed "No Parking" signs
District 4: Commissioner Jennifer Thompson



Interoffice Memorandum

August 22, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

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

CONTACT PERSON: Ruby Dempsey Rozier, Manager
Traffic Engineering

PHONE NUMBER: (407) 836-7890

A handwritten signature in black ink, appearing to read "John K. Kempt", is written over the contact information.

SUBJ: Installation of Traffic Control Devices and "No Parking" signs in
Waterleigh Phase 1C

Our staff recommends that the following traffic control devices be installed in Waterleigh Phase 1C:

Install "STOP" signs on:
Rock Coast Drive at Hampton Crossing Drive

The Fire Marshal recommends that the following "No Parking" signs be installed in Wyndham Lake Estates Phase 3D:

Install "NO PARKING" signs on:
Hampton Crossing Drive
Rock Coast Drive

Action Requested: Approval of Traffic Control Devices and "No Parking" sign
installations in Waterleigh Phase 1C. District 1.

MVM/RDR/AHW/nad

Attachments

WATERLEIGH PHASE 1C
SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AND SECTION 31 TOWNSHIP 23
SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA
DISTRICT # 1

STOP/STREET

(1)	(Ft S)	on Rock Coast Drive	00
		at Hampton Crossing Drive	00

STREET

(2)	(Ft E)	on  Rock Coast Drive / Hampton Crossing Drive 
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NO PARKING with arrows

(3)	on Hampton Crossing Drive from Rock Coast Drive (east leg) extending west to Rock Coast Drive on the south side
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(4)	on Rock Coast Drive from Hampton Crossing Drive extending south and west to Rock Coast Drive on the west and north sides
------------	---

ahw/

8/22/2016



PUBLIC WORKS DEPARTMENT
JOSEPH C. KUNKEL, P. E., *Deputy Director*
4200 South John Young Parkway ■ Orlando, Florida 32839-9205
407-836-7972 ■ Fax 407-836-7766
e-mail: Joe.Kunkel@ocfl.net

May 6, 2016

Mr. Ben Shoemaker
D.R. Horton, Inc.
6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822

Subject: **Issuance of Certificate of Completion**
Waterleigh PD Phase 1C

Dear Mr. Shoemaker:

This letter verifies that on April 29, 2016 the County Engineer issued a Certificate of Completion for the construction of Waterleigh PD Phase 1C, Plat Book 88, Pages 140-145, Orange County Records.

Please be advised that this certificate does not relieve the developer of responsibility for the materials, workmanship, structural integrity, functioning, and maintenance of the required public improvements during the one (1) year period following issuance of the Certificate of Completion, or at the time the County Engineer issues the Approval for Maintenance.

Sincerely,

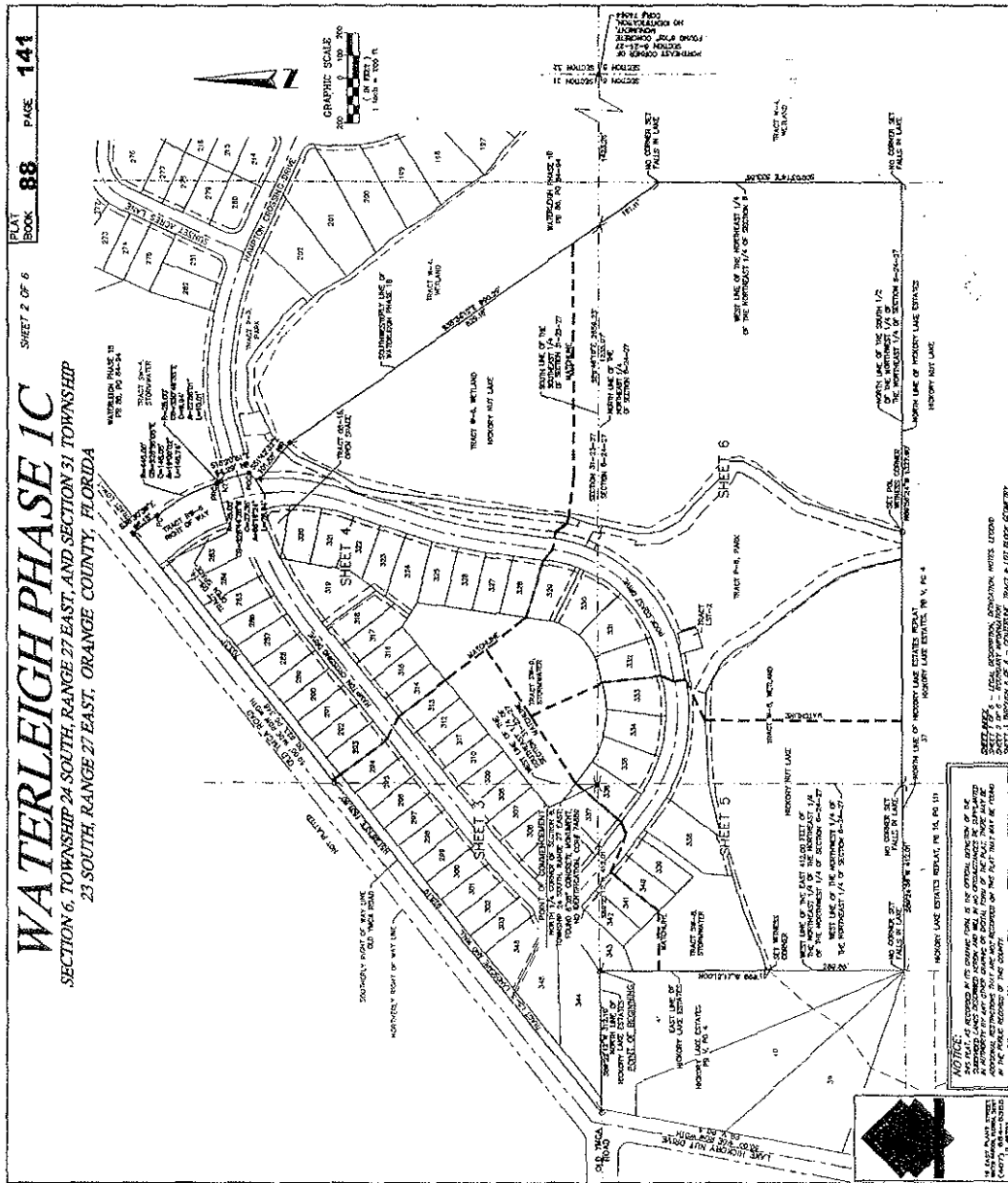
Joseph C. Kunkel, P.E.

JCK/sa

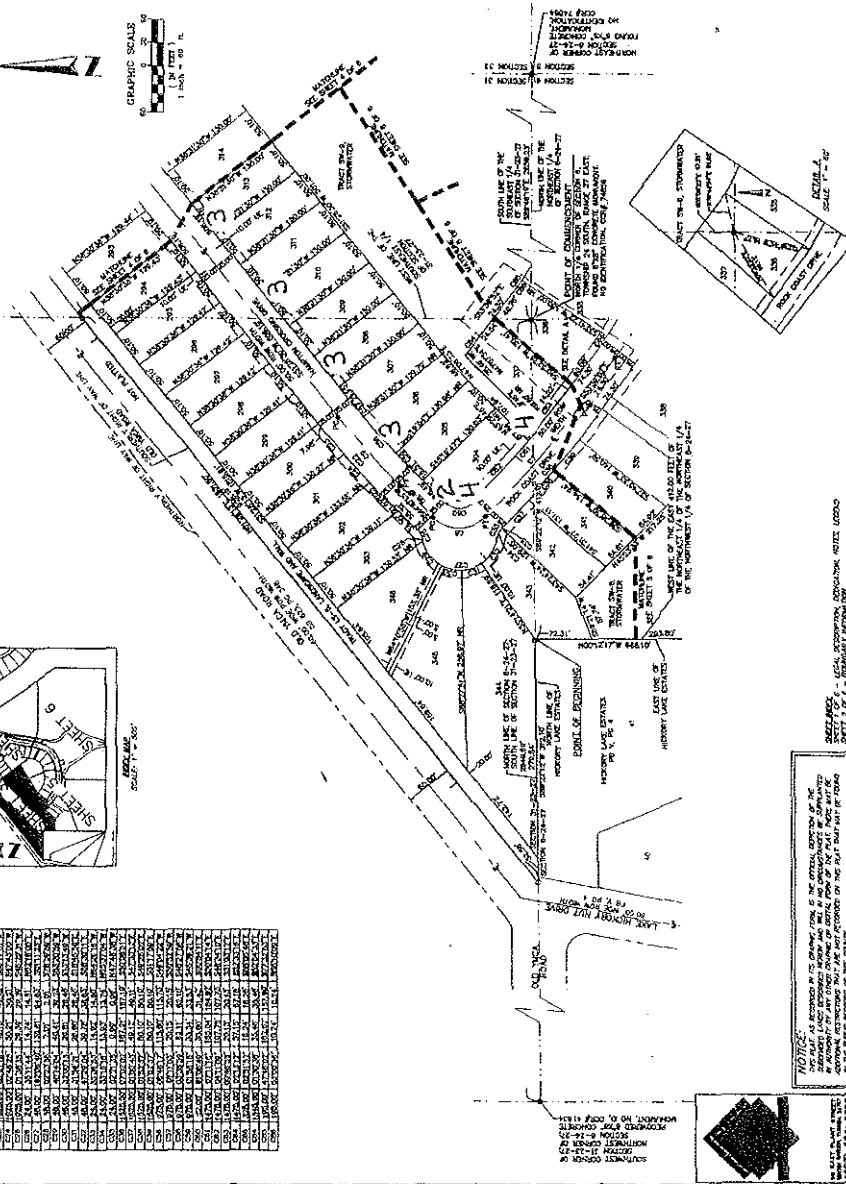
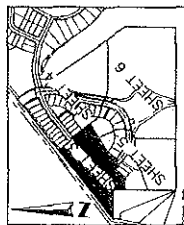
Enclosure

cc: Robert Dudas, Utilities Distribution Section Manager
Jorge Reyes, Utilities Supervisor, Field Services Division
Brian Matejcek, Project Manager, Field Services Division
Brad Bell, Chief Utilities Inspector, Utilities Engineering Division
County Surveyor, Survey Section, Public Works Engineering Division
✓ Arthur Woods, Traffic Engineering Division
Maricela Torres, Roads and Drainage Division
George Shupp, Roads and Drainage Division (As-Built)
Mirian Haughee, Stormwater Management Division
Engineer of Record
SJR/SF Water Management District

ORANGE COUNTY
MAY 10 2016
TRAFFIC ENGINEERING



WATERLEIGH PHASE 1C
SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AND SECTION 31, TOWNSHIP
23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

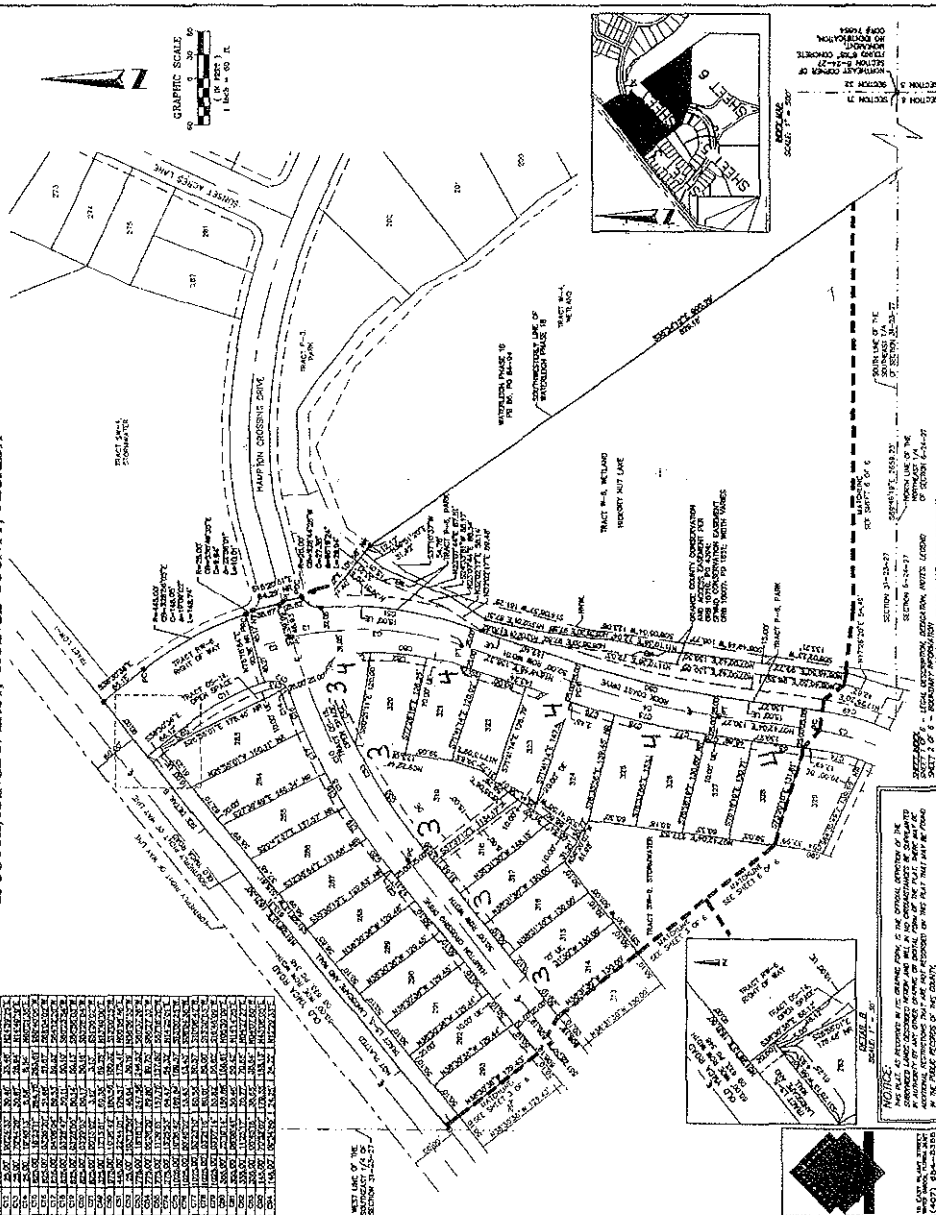
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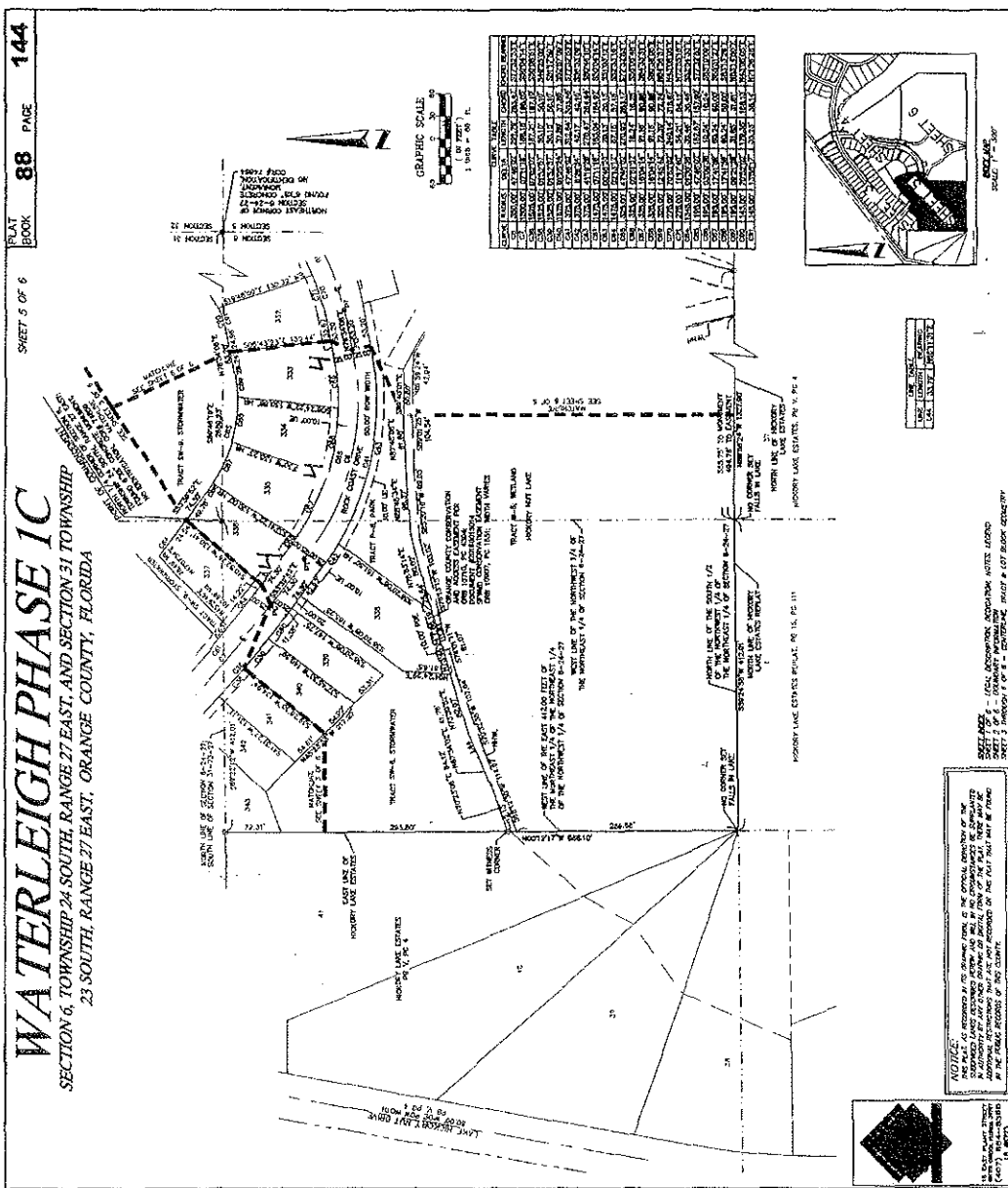
NOTICE:
THIS PLAT IS RECORDED IN ITS ORIGINAL FORM, IS THE OFFICIAL EDITION OF THE
RECORDED LAND RECORDS SYSTEM AND WILL BE UNCHALLENGED BY THE DEPARTMENT
IN AUTHORITY OF ANY OTHER CHARGE OF CORRECTION OF THE PLAT. THERE MAY BE
ADDITIONAL INSTRUMENTS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND
IN THE PUBLIC RECORDS OF THIS COUNTY.

2008-2009
SHEET 1 OF 6 - LEGAL DESCRIPTION, CONVEYANCE, AND LOTS
SHEET 2 OF 6 - EXHIBIT A, MAP SHOWING
SHEET 3 THROUGH 6 OF 6 - CONTIGUOUS TRACTS & LOT BLOCK SCHEMATIC

WATERLEIGH PHASE 1C SHEET

SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AND SECTION 31 TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

[illegible]






Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS
DEPARTMENT
3

September 6, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

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

CONTACT PERSON: Ruby Dempsey Rozier, Manager
Traffic Engineering Division 

PHONE NUMBER: (407) 836-7890

SUBJ: Quiet Zone Improvement Agreement Amendment Number 1 between
the State of Florida Department of Transportation and Orange
County, FM#436014-1-52-04

The Public Works Traffic Engineering Division, the County Attorney's Office, and Risk Management Division have completed the review of Amendment Number 1 to the Quiet Zone Improvement Agreement with the Florida Department of Transportation (FDOT). This amendment allows the County to accept additional FDOT funding for the design and construction of Quiet Zone Improvements at four SunRail Crossings in unincorporated Orange County.

This amendment increases the total estimated cost of quiet zone installations in unincorporated Orange County from \$627,338 to \$1,092,273. FDOT has agreed to fund the entire cost increase, which increases their share of the payment from \$151,000 to \$615,935. Orange County has previously furnished FDOT with their share of the project in the amount of \$476,338.

Action Requested: Approval and execution of State of Florida Department of Transportation Quiet Zone Improvement Agreement Amendment Number 1 FM#436014-1-52-04 between the State of Florida and Orange County. District 3.

MVM/RDR/HE/nad

Attachments

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
QUIET ZONE IMPROVEMENT AGREEMENT
AMENDMENT NUMBER 1

EXECUTION DATE: _____

Agency: Orange County Vendor No.: F596000773 001	Fund: LF Contract Amount: \$476,338.00	Financial Management Number: 436014-1-52-04
---	---	--

The terms of the original Quiet Zone Improvement Agreement (herein "Original Agreement") between the STATE OF FLORIDA (DEPARTMENT) and ORANGE COUNTY (AGENCY) for the Project referred to as Quiet Zones for SunRail within the county limits of Orange County, executed on June 22, 2015, are hereby amended as follows:

WITNESSETH:

WHEREAS, the AGENCY, by Resolution, a copy of which is attached hereto as Exhibit "D", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, The DEPARTMENT is prepared in accordance with its Adopted Five Year Work Program, to undertake and complete the project described as the design and construction of Quiet Zone Improvements, in Fiscal Year 2016/2017, which project is identified as FM# 436014-1-52-04 (the "Project" or "Quiet Zone Improvements"); and

WHEREAS, in order to accomplish the Quiet Zone Improvements the DEPARTMENT will design and construct the work described in Exhibit "A-1" and "A-2" hereto and the cost for said work will be allocated consistent with Exhibit "B" attached hereto.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of the Original Agreement, as hereby amended, the parties agree as follows:

1. Paragraph 3 of the Original Agreement is hereby deleted in its entirety and is replaced by the following:

3. The AGENCY shall perform necessary preliminary engineering, prepare any and all design plans, perform the construction, acquire any necessary right of way, provide all necessary engineering supervision, and otherwise perform all other necessary work, for roadway work that is associated with the Quiet Zone Improvement. The AGENCY will conduct certain roadway work, herein "civil work", directly associated with and necessary for the Quiet Zone construction. The AGENCY agrees to bear the costs associated with the civil work. All civil work undertaken and completed by the AGENCY must meet all technical, legal and industry standards to allow the Quiet Zone Improvements to be put into service. All civil work undertaken by the AGENCY shall be completed in accordance with the specific requirements set forth herein below. The DEPARTMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

2. Paragraph 5 of the Original Agreement is hereby deleted in its entirety and is replaced by the following:

5. Contribution by the AGENCY of the funds for the Quiet Zone Improvement Project shall be made as follows:

(A) The Parties agree the estimated total cost of all work required for the Quiet Zone Improvements is **\$1,092,273.00 (One Million Ninety Two Thousand Two Hundred Seventy Three Dollars and 00/100)**, herein "Project Estimate" for the Quiet Zone Improvements. To assist the AGENCY with funding for the Quiet Zone Improvements, the DEPARTMENT is prepared to provide, **\$615,935.00 (Six Hundred Fifteen Thousand Nine Hundred Thirty Five Dollars and No/100)**. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the AGENCY to that effect. Upon termination of this Agreement, the DEPARTMENT shall return to AGENCY all unexpended AGENCY funds.

(B) The AGENCY has previously furnished the DEPARTMENT an advance deposit in the amount of **\$476,338.00 (Four Hundred Seventy Six Thousand Three Hundred Thirty Eight Dollars and No/100)**. Deposit of the Agency's funds have been made to the Department of Financial Services, Division of Treasury as Escrow Agent pursuant to the terms of a Three Party Escrow Agreement entered into on July 2, 2015.

(C) The AGENCY will provide roadway construction work associated with and necessitated by the Quiet Zone construction work, herein referred to as "civil work". The civil work required for each crossing is described in Exhibit "A-2" as "to be constructed by Locals" on said Exhibit. The AGENCY agrees that it, through its construction staff or through a qualified contractor, it will provide for all civil work, including providing maintenance of traffic services concerning the same. The AGENCY shall coordinate construction work to be provided by its construction staff directly with the DEPARTMENT. The DEPARTMENT agrees to coordinate its Project construction activities with the AGENCY and to work in good faith with the AGENCY to generate a reasonable Project construction schedule to incorporate the AGENCY's construction work under this paragraph. In the event of Project delays, the DEPARTMENT and AGENCY agrees to work in good faith to make scheduling changes (including reasonable time extensions and resequencing of work) to accommodate any Project delays. The AGENCY shall assure that all AGENCY staff and contractors working within the SunRail corridor have full and adequate training, including but not limited to, "Roadway Worker Protection Training," as determined by the DEPARTMENT to work within the corridor and shall further assure that AGENCY or AGENCY's contractor, whichever is working within the SunRail corridor, provides Railroad Protective Liability Insurance at the levels described in Exhibit "C" to this Agreement. Additionally, the AGENCY or the AGENCY's contractor, depending on which entity is performing the work under this Agreement, shall provide Commercial General Liability Insurance in the type and amounts also described in Exhibit "C" to this Agreement.

(D) The DEPARTMENT will utilize the cash deposit from the AGENCY for payment of the cost of the Quiet Zone Improvements as described in Exhibit A hereto.

(E) Both parties further agree that in the event the Quiet Zone Improvements are not constructed or this Agreement is terminated prior to commencement of construction of the

Project, the funds provided by the AGENCY for construction of the Quiet Zone Improvements will be returned to the AGENCY.

(F) If the accepted bid amount is in excess of the Project Estimate, the AGENCY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount. The DEPARTMENT will notify the AGENCY as soon as it becomes apparent the accepted bid amount is in excess of the Project Estimate; however, failure of the DEPARTMENT to so notify the AGENCY shall not relieve the AGENCY from its obligation to pay for its full participation. If the AGENCY cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating when the deposit will be made. The AGENCY understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) Should project modifications occur that increase the AGENCY's share of total project costs, the AGENCY will be notified by the DEPARTMENT accordingly. The AGENCY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the project. The DEPARTMENT shall notify the AGENCY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the AGENCY shall not relieve the AGENCY from its obligation to pay for its full participation. Funds due from the AGENCY during the project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

(H) If the actual cost of the project is less than the Project Estimate the excess will be applied to other phases on the project.

I) Contact Persons:

Florida Department of Transportation

Teresa R. Hutson
Program Coordinator
719 South Woodland Boulevard, MS 4-520
De Land, Florida 32720
PH: (386) 943-5486
teresa.hutson@dot.state.fl.us

Agency

Ruby Rozier
Engineering Division
4200 South John Young Parkway
Orlando, Florida 32839
PH: (407) 836-7894
Ruby.rozier@ocfl.net

3. Exhibit "A", Scope of Services, is hereby deleted and replaced with Attachment "1" to this Amendment. Attachment "1" includes Exhibits "A-1" and "A-2".

4. Exhibit "B", Summary of Estimated Bid Prices for Quiet Zone Improvements", is hereby deleted and replaced with Attachment #2 to this Amendment.

5. Exhibit "C", Insurance Requirements, is attached hereto as Attachment #3

6. Except as hereby modified, amended or changed, all of the terms and conditions of the Original Agreement thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

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

Printed Name

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

Attest:

Executive Secretary

Legal Review:

Financial Provisions Approval by
Department of Comptroller on:

Attachment "1"

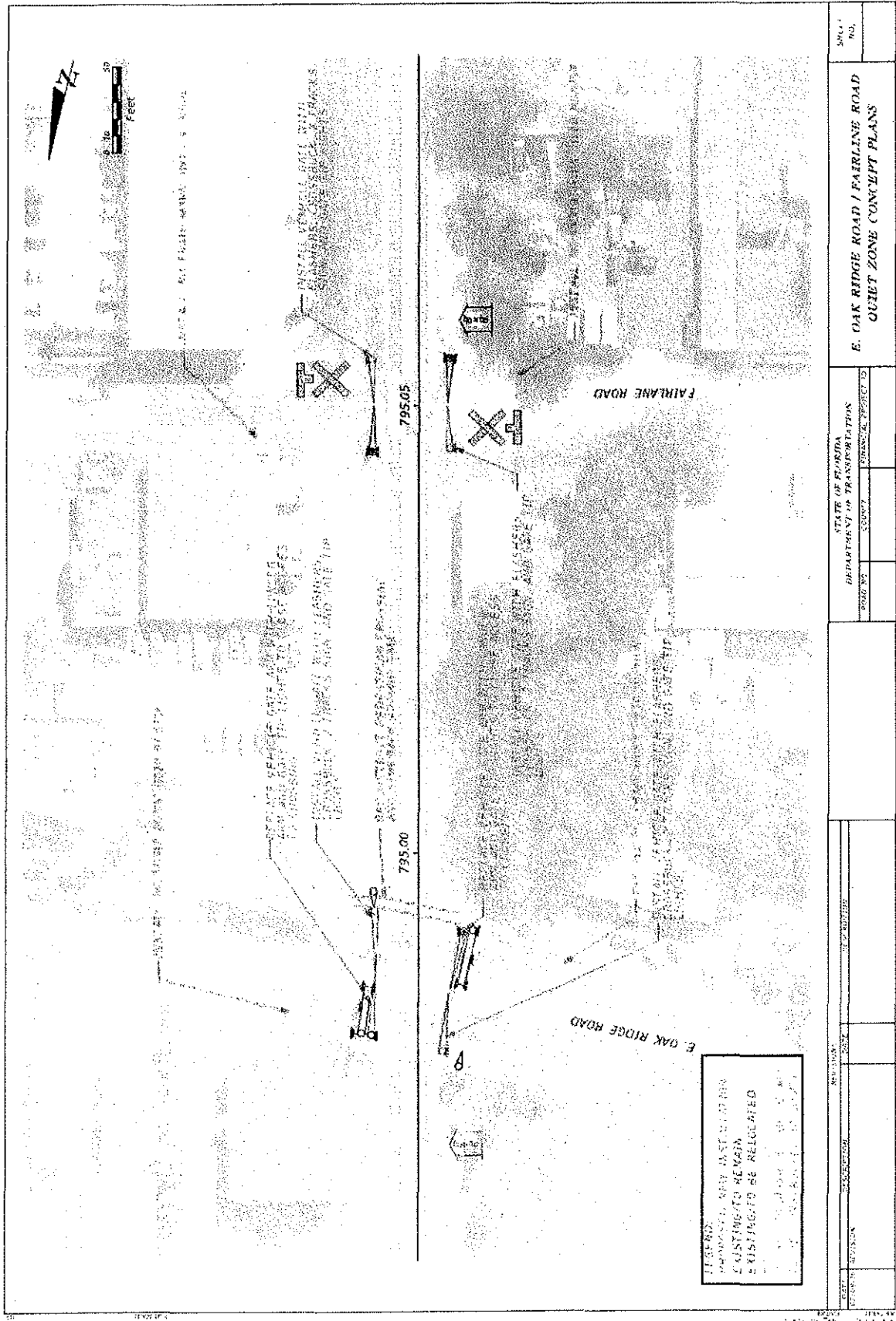
Exhibit "A-1"

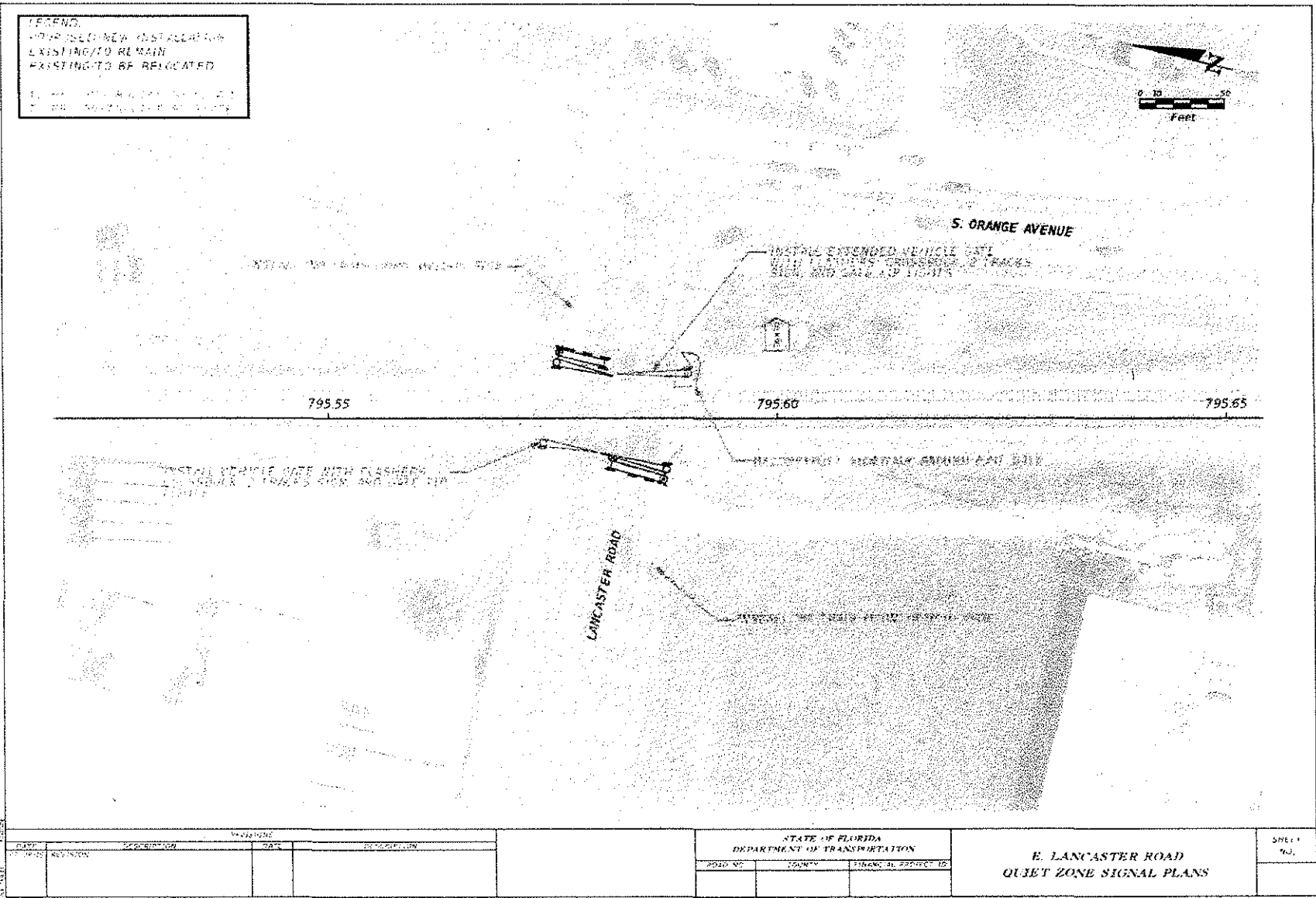
Scope of Services
FM#: 436014-1-52-04
Orange County Quiet Zones

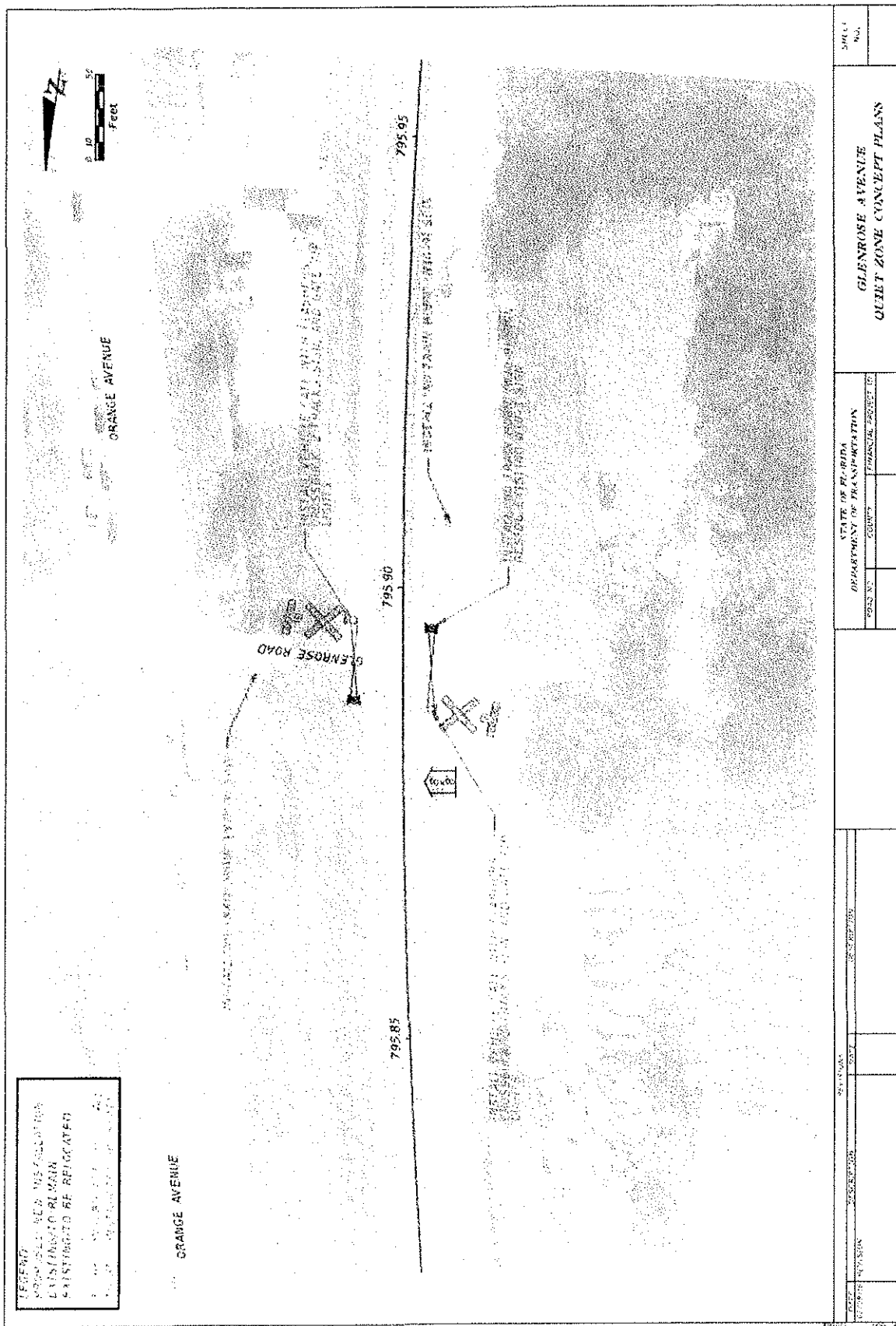
<i>DOT Crossing #</i>	<i>From Mile Post</i>	<i>Crossing Name</i>	<i>Scope of Work</i>
622315W	794.98	E. Oak Ridge Rd.	<p>Replace 2 vehicle gate arms with longer arms in the NE and SW quadrants. Install 2 new vehicle exit gate assemblies with flashers, gate tip lights, crossbuck signs, and track number signs in the SE and NW quadrants. (Following not shown) Install new 6x6 remote house 2 new GE IXC-20S Personality Modules or approved equal and 2 GE XIP-20B Interface Panels and Mounting Brackets or approved equal. New cable to gates, power, and interconnect to main. Install new 8x8 crossing bungalow with XP-4 Nine Slot Chassis or approved equal, 2 GE XTI-1S Personality Modules or approved equal, and 2 GE VIO-86S Personality Modules or approved equal. Upgrade B/G rectifier 40A and 360AH battery.</p> <p>Drawings show ped gate relocating but not called out. If so – Relocate short mast pedestrian gate and add gate tip lights in the SE quadrant.</p>
622316D	795.05	Fairlane Rd.	<p>Install 2 new vehicle exit gate assemblies with flashers, gate tip lights, crossbuck signs, and track number signs in the SE, and NW quadrants. Install 1 new GE IXC-20S Personality Modules or approved equal and 1 GE XIP-20B Interface Panels and Mounting Brackets or approved equal. Upgrade B/G rectifier 40A and 360AH battery.</p>
622317K	795.57	E. Lancaster Rd.	<p>Install 2 new vehicle exit gate assemblies with flashers, gate tip lights, crossbuck signs, and track number signs in the SE and NW quadrants. Gate length in SE quad to be extended. Install new 8x8 crossing bungalow with XP-4 Nine Slot Chassis or approved equal, 2 GE XTI-1S Personality Modules or approved equal, and 2 GE VIO-86S Personality Modules or approved equal. Upgrade B/G rectifier 40A and 360AH battery.</p>

<i>DOT Crossing #</i>	<i>From Mile Post</i>	<i>Crossing Name</i>	<i>Scope of Work</i>
622318S	795.87	Glenrose Ave.	Install new vehicle exit gate assemblies with flashers, gate tip lights, crossbuck signs, and track number signs in the SE and NW quadrants. Install a new GE IXC-20S Personality Module or approved equal and a GE XIP-20B Interface Panel and Mounting Bracket or approved equal. Upgrade B/G rectifier 40A and 360AH battery.

Exhibit "A-2"







Attachment "2"

Exhibit "B"

Estimate
FM#: 436014-1-52-04

SUMMARY OF ESTIMATED BID PRICES FOR QUIET ZONE IMPROVEMENTS

Crossing Name	Signal Improvement Estimate
Oak Ridge Rd.	\$382,004
Fairlane Rd.	\$205,751
Lancaster Rd.	\$300,361
Glenrose Ave.	\$204,157
Total Estimated Cost	\$1,092,273
FDOT Funds	(\$615,935)
Prior Local Funds Deposited	(\$476,338)
Total Additional Funds	-\$0-

Attachment “3”

Exhibit “C”

Insurance Requirements

FM#: 436014-1-52-04

QUIET ZONE IMPROVEMENTS

7-13 Insurance.

7-13.1 Workers’ Compensation Insurance: Provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.

7-13.2 Commercial General Liability Insurance: Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department, the Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, to be each made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the

execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

7-13.3 Insurance Required for Construction at Railroads: When the Contract includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the Department is the Named Insured, and the Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, are each an Additional Insured, and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

7-13.4 Insurance for Protection of Utility Owners: When the Contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department, the Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, to be each made an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2 above.

Exhibit "D"

Resolution
FM#436014-1-52-04

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 16 2015 *NPLBS*

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding the

QUIET ZONE IMPROVEMENT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ORANGE COUNTY (FINANCIAL MANAGEMENT NUMBER 436014-1-52-04)

Resolution No. 2015-*M-19*

WHEREAS, today, the Board of County Commissioners is approving an agreement with the State of Florida Department of Transportation concerning a project relating to quiet zone capital improvements in response to the use of locomotive horns at highway-rail grade crossings, Financial Management Number 436014-1-52-04 (the "Agreement"); and

WHEREAS, a requirement of the Agreement is that Orange County adopt a Resolution authorizing its officials to execute the Agreement on its behalf.

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

*Section 1. Authorization for County Mayor to Execute the Agreement
(Financial Management Number 436014-1-52-04).*

The County Mayor is hereby authorized to execute the Agreement with the FDOT on behalf of the Board of County Commissioners and the County.

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

ADOPTED this ____ day of JUN 16 2015, 2015.

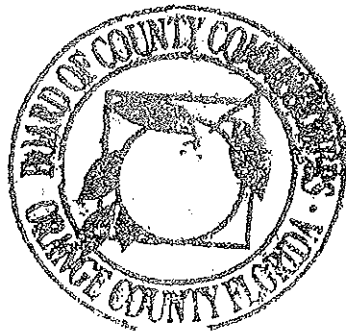
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs, County Mayor

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

By: *Craig A. Stopyra*
for Deputy Clerk

Print Name: Craig A. Stopyra





Interoffice Memorandum

September 1, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

CONTACT PERSON: Raymond Williams, P.E., Acting Manager
Engineering Division, Public Works Department

PHONE NUMBER: (407) 836-7908

**SUBJ: Utility Relocation Agreement between Orange County and AT&T Florida
for the Wallace Road at Dr. Phillips Blvd. Intersection Project**

Orange County's improvements to Wallace Road at Dr. Phillips Blvd. consists of adding a left turn lane westbound into the YMCA and an additional right turn lane eastbound onto Dr. Phillips Blvd. The Utility Relocation Agreement between Orange County and Bellsouth Telecommunications, LLC d/b/a AT&T Florida (AT&T) is required as part of the roadway construction to relocate AT&T utility facilities. Orange County shall be responsible for all costs and expenses incurred in relocating AT&T utility facilities because the facilities exist within a dedicated utility easement. The total reimbursable costs are estimated at \$5,194. The Public Works Engineering Division, Risk Management, and the County Attorney's Office have reviewed the agreement and find the terms and conditions acceptable.

Action Requested: Approval and execution of Utility Relocation Agreement by and between Orange County and Bellsouth Telecommunications, LLC d/b/a AT&T Florida for the relocation of utility facilities on Wallace Road at Dr. Phillips Blvd. District 1.

MVM/RLAW/vp

Attachments:
Signed AT&T Agreement (2)

Prepared by and return to:

Katherine W. Latorre
Assistant County Attorney
Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802

Project: Wallace Road at Dr. Phillips Blvd. Intersection Project

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement"), effective as of the latest date of execution, is made and entered into by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("COUNTY"), and BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia limited liability company, d/b/a AT&T FLORIDA ("AT&T") (AT&T and COUNTY are collectively referred to herein as the "PARTIES").

WITNESSETH

WHEREAS, COUNTY is constructing the Wallace Road at Dr. Phillips Boulevard Intersection Project ("Project") on Wallace Road, Orlando, Florida; and

WHEREAS, the Project impacts certain AT&T utility facilities ("Facilities") located on real property abutting the Wallace Road right-of-way and owned by the Dr. P. Phillips Foundation, a Florida non-for-profit corporation, having its principal place of business in the County of Orange, ("Dr. Phillips Foundation Easement") pursuant to that Deed of Easement recorded in the Orange County Official Record Book 10782, Page 9181 and attached hereto as **Exhibit "A;"** and

WHEREAS, COUNTY has requested that AT&T remove the Facilities from the Dr. Phillips Foundation Easement and relocate them to a different location inside the same easement to accommodate the Project; and

WHEREAS, the parties desire to memorialize their mutual understanding of the terms and conditions of the relocation of the Facilities as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by both parties as follows:

1. Consistent with the terms of this Agreement, AT&T shall relocate its Facilities from their current location in the Dr. Phillips Foundation Easement to another location in the same easement, as depicted in **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Relocation"). The estimated timeframe for completion of the Relocation is 60 days from the effective date of this Agreement. It is understood that such timeframe is an

estimate and may be extended due to circumstances outside of AT&T's control.

2. COUNTY agrees that all costs and expenses incurred by AT&T associated with the Relocation shall be paid by COUNTY after receipt of invoices for such costs and expenses, in accordance with the terms outlined below.
3. Based on the Project 100% construction plans dated June 2015, submitted by COUNTY, and designed by GTC Engineering Corporation, AT&T has prepared a good faith estimate for Relocation ("Estimate"), which explains in detail the methods, procedures, and assumptions upon which it is based. The Estimate is attached hereto as **Exhibit "C,"** and is incorporated herein by this reference. The Estimate may be subject to change due schedule or duration of the construction work. COUNTY shall be responsible for payment of actual costs incurred by AT&T that do not exceed such Estimate by more than twenty five percent (25%). The Estimate shown in **Exhibit "C"** is an estimate. The final charges to be paid by COUNTY shall be based upon actual construction costs at the time of construction.
4. Invoices from AT&T shall be accompanied by supporting documentation, showing costs incurred by AT&T. AT&T may submit one or more invoices to the COUNTY for payment, following incurring the costs identified on the invoices. COUNTY shall submit payment to AT&T in accordance with this Agreement and the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes (2015), as may be amended, but in any event within sixty (60) days of receipt by a COUNTY employee authorized to accept such proof of payment.
5. During construction, COUNTY shall allow AT&T continuous, unobstructed access to all the Facilities until the Relocation is complete.
6. For the duration of this Agreement, COUNTY and AT&T, and their respective agents and/or contractors and subcontractors shall each provide and maintain insurance or self-insurance coverage of such types and in such amounts as may be deemed necessary by each party. Such insurance or self-insurance shall include at a minimum workers' compensation and employers' liability, business automobile liability and commercial general liability coverage. COUNTY and AT&T shall be included as additional insured on all liability policies maintained by their respective agents, contractors and subcontractors. Neither party to this Agreement or its officers and employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other party. Each party shall defend, indemnify and hold the other party harmless from all claims, damages, actions, losses, suits, judgments, fines, liabilities, costs and expenses arising out of or resulting from the negligent performance of its respective operations under the Agreement. Notwithstanding the foregoing, such indemnification by COUNTY shall be subject to the limitations provided in section 768.28, Florida Statutes, as may be amended, and no further waiver of

lockout or other labor disturbance, act of god or act, omission or delay in acting by any governmental authority or the other Party or an activity or operational or service requirement of a Party as an electric utility; provided, however, that the Party claiming the right to excuse performance by reason of force majeure shall use reasonable commercial efforts and diligence to avoid or remove such cause of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such cause is removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

12. The terms, provisions, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of AT&T and COUNTY, their respective successors and assigns; provided however, that this Agreement shall not be assignable without the prior written consent of the other party hereto.
13. Nothing herein shall be construed as a waiver of COUNTY's sovereign immunity pursuant to section 768.28, Florida Statutes, as may be amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year below names signatures.

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

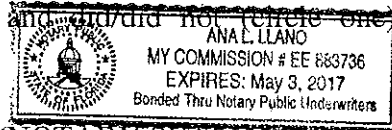
By: _____
Deputy Clerk
Printed Name: _____

BELLSOUTH TELECOMMUNICATIONS, LLC
d/b/a "AT&T Florida"

By: B. Macias Jr.
Print Name: B. MACIAS JR.
Title: DIRECTOR

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 12th day of August, 2016 by B. MACIAS JR., as DIRECTOR of BELLSOUTH TELECOMMUNICATIONS, LLC, a foreign limited liability company d/b/a "AT&T Florida," who is personally known to me and has produced _____ as identification and did/did not (delete one) take an oath.



(NOTARY SEAL)

Notary Public, State of Florida

Name: ANA L. LLANO
Notary Commission No. EE 883736
My Commission Expires: 5/3/2017

EXHIBIT A

(Dr. Phillips Foundation Easement)

JUL 29 2014 KHHS

Project: Wallace Road — YMCA Dr. Phillips (RAC)

DOCH 20140384247 B: 10782 P: 9181
07/30/2014 04:24:17 PM Page 1 of 5
Rec Fee: \$44.00
Deed Doc Tax: \$1,764.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: TROY FINNEGAN ESQ



ROAD RIGHT-OF-WAY AND APPURTENANCES EASEMENT

THIS INDENTURE, Made this 13th day of June, A.D. 2014, between THE DR. P. PHILLIPS FOUNDATION, a Florida not-for-profit corporation, having its principal place of business in the county of Orange, whose address is 7400 Dr. Phillips Blvd., Orlando, Florida 32819-5146, GRANTOR, and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a non-exclusive easement for road right-of-way purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a public road right-of-way and appurtenances over, under, upon, and through the following described lands situate in Orange County aforesaid to-wit ("Easement Area"):

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

27-23-28-0000-00-025

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever, subject to the terms and conditions set forth hereinbelow.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the road right-of-way and/or appurtenances, out of and away from the herein granted easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures in the Easement Area that may interfere with the normal operation or maintenance of the road right-of-way and/or appurtenances. All utilities placed in the Easement Area will be underground. The GRANTEE, at the GRANTEE's cost and expense, shall be responsible for the relocation of any existing utility facilities in the Easement Area and the construction of any roadway improvements in the Easement Area.

This easement is non-exclusive. The GRANTOR shall have the authority to use and to authorize others to use the Easement Area in any manner consistent with Grantee's use and rights. The GRANTOR reserves the right, but is not obligated, to cultivate and care for the grass, trees and shrubbery within said Easement Area, at any time the GRANTEE has failed to do so.

Project: Wallace Road – YMCA Dr. Phillips (RAC)

To the extent permitted by law, and without waiving the GRANTEE's sovereign immunity and Florida Statutes §768.28, the GRANTEE covenants and agrees to indemnify, protect, defend, and hold harmless the GRANTOR from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees (whether incurred before, during or after trial, or upon any appellate level, or in arbitration, mediation, or in any proceeding in bankruptcy or insolvency), arising from the GRANTEE's negligent use of the Easement Area.

SIGNATURE PAGE AND SCHEDULE "A" FOLLOW

Project: Wallace Road – YMCA Dr. Phillips (RAC)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by Kenneth D. Robinson, its President.

THE DR. P. PHILLIPS FOUNDATION,
a Florida not-for-profit corporation

Signed, sealed, and delivered
in the presence of:

Troy W. Finnegan
Witness

Troy W. Finnegan
Printed Name

LuAnn McCollum
Witness

LuAnn McCollum
Printed Name

(Signature of TWO Witnesses required by Florida Law)

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY, that on this 13th day of June, 2014, before me personally appeared Kenneth D. Robinson, as President of THE DR. P. PHILLIPS FOUNDATION, a Florida not-for-profit corporation, to me known to be, or who has produced _____ as identification, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 13th day of June, 2014.

(Notary Seal)



TROY W. FINNEGAN
MY COMMISSION # EE 178184
EXPIRES: July 6, 2016
Bonded Thru Budget Notary Services

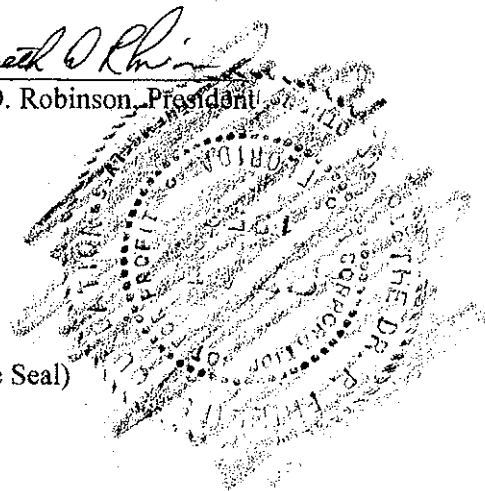
Troy W. Finnegan
Notary Signature
Troy W. Finnegan
Printed Notary Name

This instrument prepared by:

Troy Finnegan, Esq.
General Counsel
Dr. Phillips Charities
7400 Dr. Phillips Blvd.
Orlando, FL 32819

Notary Public in and for
the county and state aforesaid

My commission expires: July 4, 2016



SCHEDULE "A"

Description :


A portion of the SE 1/4 of the NE 1/4 of Section 27, Township 23 South, Range 28 East, Orange County, Florida being more particularly described as follows :

Commence at the Northeast corner of the SE 1/4 of the NE 1/4 of Section 27, Township 23 South, Range 28 East, Orange County, Florida; thence S 89°56'40" W a distance of 75.00 feet along the North line of said SE 1/4 of the NE 1/4 to the Point of Beginning; said point being on a Northerly projection of the West right of way line of Dr. Phillips Boulevard per Official Records Book 2490, Page 1235, Public Records of Orange County, Florida; thence S 00°06'25" W a distance of 67.12 feet along said Northerly projection and along the West right of way line of said Dr. Phillips Boulevard to a point; thence leaving said West right of way line N 44°53'35" W a distance of 24.14 feet to a point on a line that is 50.00 feet South of and parallel with the said North line; thence S 89°56'40" W a distance of 538.36 feet along said parallel line to a point; thence N 00°03'20" W a distance of 20.00 feet to a point on a line that is 30.00 feet South of and parallel with said North line; thence S 89°56'40" W a distance of 701.61 feet along said parallel line to a point on the West line of said SE 1/4 of the NE 1/4; thence N 00°01'10" E a distance of 30.00 feet along said West line to a point on the North line of said SE 1/4 of the NE 1/4; thence N 89°56'40" E a distance of 1257.15 feet along said North line to the Point of Beginning.

Containing 1.12 acres more or less.

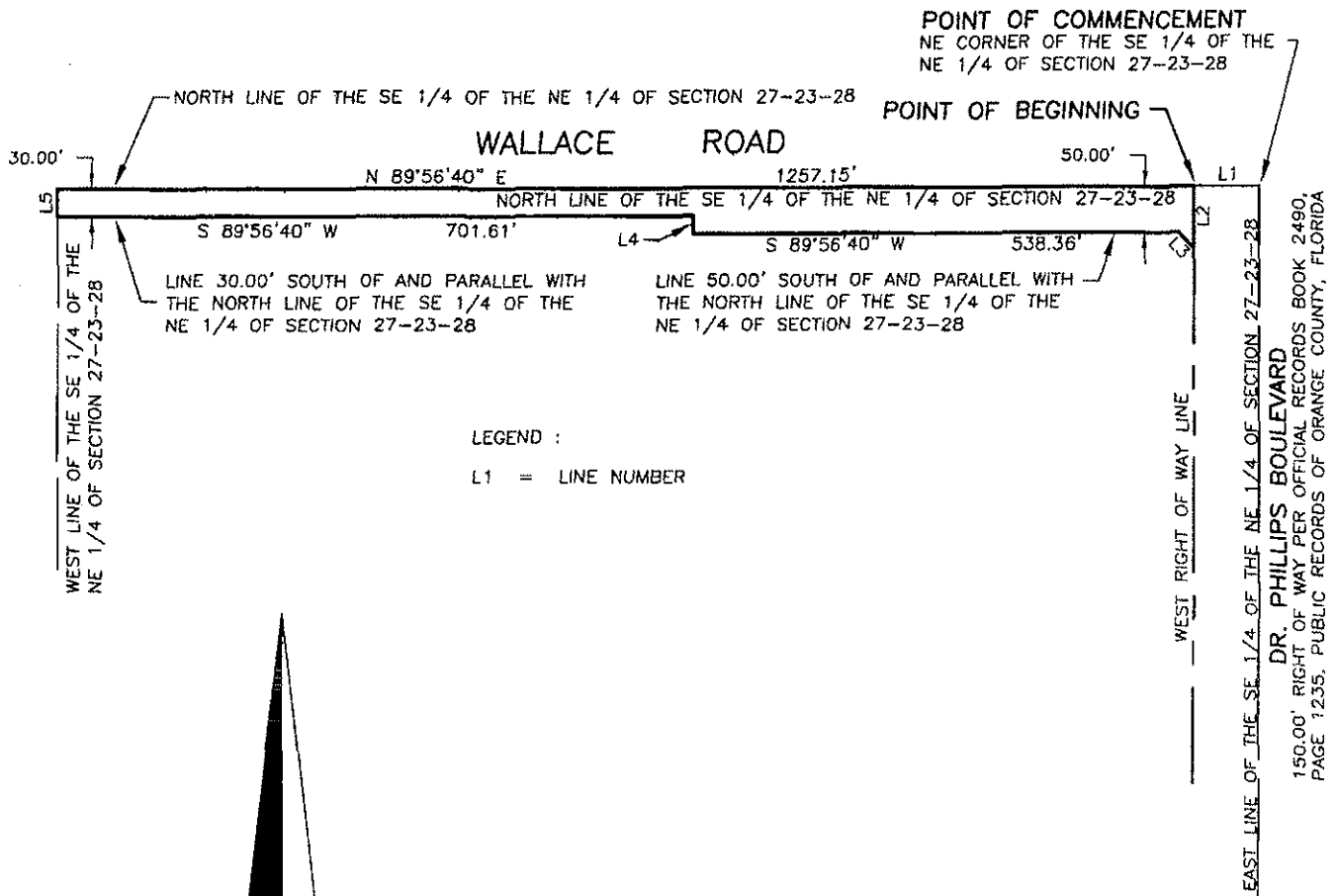
SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the SE 1/4 of the NE 1/4 of Section 27, Township 23 South, Range 28 East being N 89°56'40" E assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying Chapter 5J-17.050-.052 requirements.

DESCRIPTION	Date: 12/31/2013 KR		CERTIFICATION NUMBER LB2108 56925006
FOR CENTRAL FLORIDA YMCA	Job No.: 56925	Scale: 1"=200'	 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-6580 fax(407)292-0141 email info@southeasternsurveying.com</p> <p><i>James L. Petersen</i></p> <p>JAMES L. PETERSEN</p>
	<p>REVISED: 1/10/14 BMD</p> <p>Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p>		
	<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>		

SKETCH OF DESCRIPTION

LINE TABLE		
LINE	LENGTH	BEARING
L1	75.00'	S 89°56'40" W
L2	67.12'	S 00°06'25" W
L3	24.14'	N 44°53'35" W
L4	20.00'	N 00°03'20" W
L5	30.00'	N 00°01'10" E



NOTE :

NOT VALID WITHOUT SHEET 1.

REVISED: 1/10/14 BMD

Drawing No. 56925006

Job No. 56925

Date: 12/31/2013

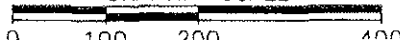
SHEET 2 OF 2

See Sheet 1 for Description

THIS IS NOT A SURVEY

1" = 200'

GRAPHIC SCALE

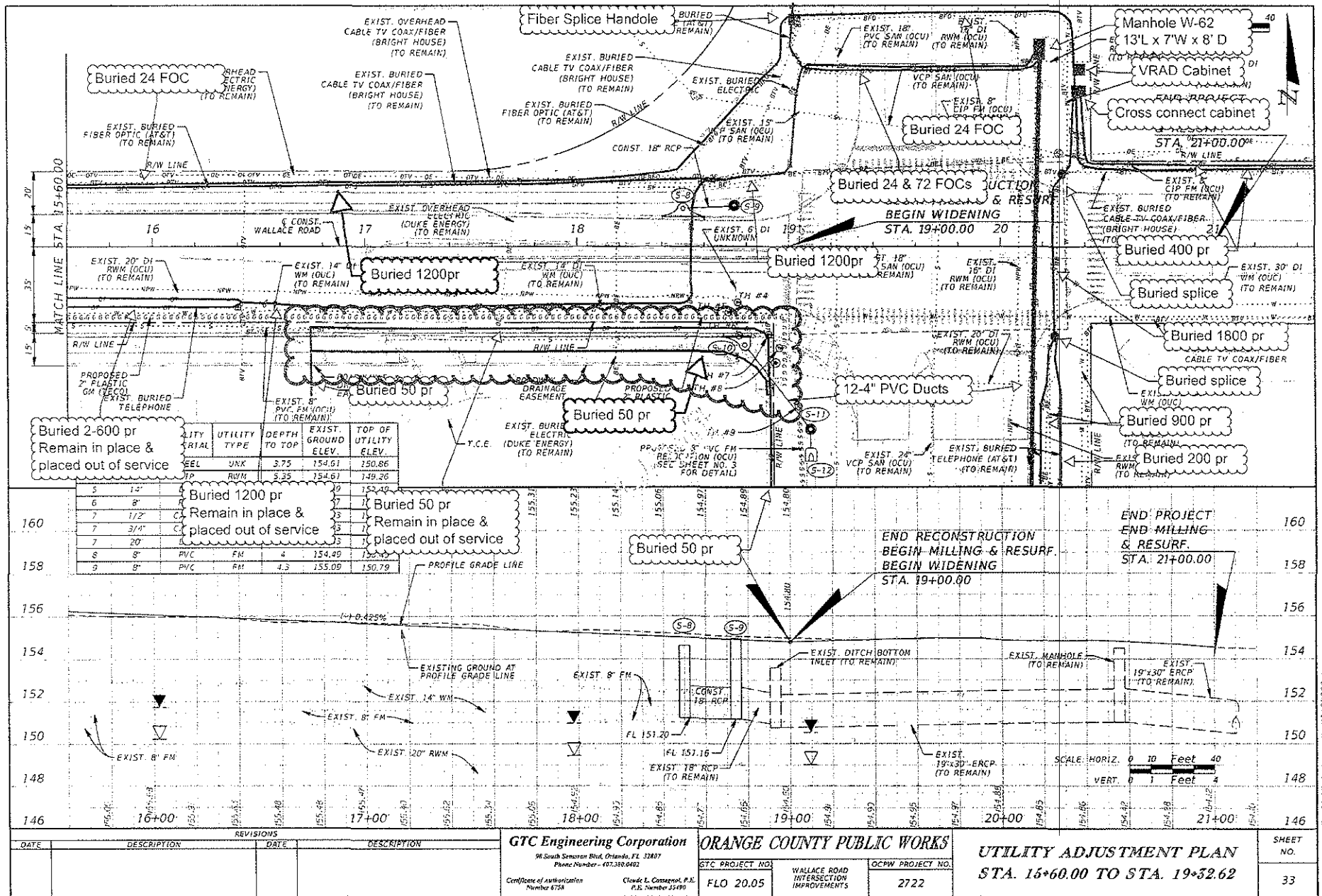


SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax (407)292-0141
Certification Number LB-2108

EXHIBIT B

(Facility Relocation)

See attachment for location of existing and proposed facility



FILE: C:\WORK\1000\1000-05-Wallace-Intersection-Improvements\1000-05-Wallace-Intersection-Improvements.dwg
DATE: 6/11/2005 3:58:33 PM

EXHIBIT C

(Estimate)

The relocation of the AT&T Florida buried cable facilities within the Dr Phillips Foundation Easements requested by Orange County will require the following:

AT&T Florida will place approximately 300' of buried 50pr cable by trenching and/or directional bore, cutover and remove from service the existing 50pr cable within the same said easement as shown on attachment in exhibit "B".

The relocation is required due to the Orange County Intersection Improvements of Wallace Rd & Dr Phillips Blvd.

The estimated cost for AT&T Florida to place proposed buried 50pr cable, cutover and remove from service existing 50pr in conflict with the Orange County Intersection improvements has been determined to be at \$5,193.75 from the latest information available. This is only an estimated cost and may vary depending on working services at the time of cutting over of existing facilities.



Interoffice Memorandum

September 19, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

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

A handwritten signature in black ink, appearing to be "R. Hanson", written over the "FROM" line.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
October 4, 2016 BCC Meeting
Applications for Commercial Refuse License
Contact Person: James Becker, Manager
Solid Waste Division
407-254-9660**

We have received a commercial refuse license application from Trash Taxi, LLC, to provide solid waste hauling services to multi-family, construction and demolition, and other commercial generators in Orange County.

According to Section 32-178 of the Orange County Code the applicant must:

- Provide ownership information and corporate fictitious name,
- Purchase and maintain required insurance,
- Demonstrate the service capability of vehicles and equipment.

Utilities staff has reviewed the application and determined that Trash Taxi, LLC meets the criteria stipulated in Section 32-178 of the Orange County Code. Utilities staff recommends approval..

Action Requested: Approval of commercial refuse license for Trash Taxi, LLC to provide solid waste hauling services to commercial generators in Orange County.

All Districts.

APPLICATION FOR COMMERCIAL REFUSE LICENSE COUNTY OF ORANGE, FLORIDA

Please Check the Services Your Company Provides:

- ☒ Multifamily - Collection of solid waste from residential dwellings and mobile home parks not under the franchise system.
- ☒ Construction & Demolition - Collection of Construction and Demolition debris only.
- ☒ Other Commercial - Collection and/or processing of solid waste from commercial generators not covered under (1) or (2) above.

UNDER THE PROVISIONS of Orange County's Code of Ordinances, Chapter 32 Solid Waste, Article IV Collection and Disposal and all regulations related thereto, the following information is required.

COMPANY NAME: TRASH TAXI LLC

TRADE / FIRM NAME OF COMPANY: TRASH TAXI LLC

MAILING ADDRESS: 3340 US HWY 92 E

CITY / STATE / ZIP CODE: LAKELAND, FL 33801

PHONE NUMBER: 863-875-7830 FAX: 888-630-4453

CONTACT PERSON: CURTIS E. AGIUS

E-MAIL ADDRESS: TRASHN1@AOL.COM

EMERGENCY PHONE NUMBER: 863-602-1861

NUMBER OF EMPLOYEES: 25

LOCATION OF EQUIPMENT:

ADDRESS: 3340 US HWY 92 E

CITY / STATE / ZIP: LAKELAND, FL 33801

HOURS OF OPERATION: 6 AM-8 PM

DAYS OF OPERATION: M-S

APPLICATION FOR COMMERCIAL REFUSE LICENSE

COUNTY OF ORANGE, FLORIDA

If a joint venture or partnership, list the names of all partners and their permanent addresses. If a corporation, list the names and permanent address of corporate officers, and their percentage of participation in the space below; if more space is required, attach a separate sheet.

Name	Office Held	Permanent Address	% Owned
a. CURTIS E AGIUS	FOUNDER	5030 HATCHINEHA RD	50
b. CHARLES B. RIZZO	MANAGER	1576 COVINGTON	50
c. _____			
d. _____			
e. _____			

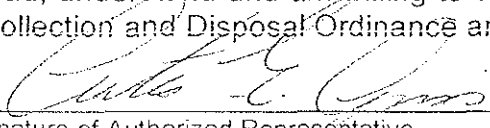
I certify that the aforesaid company is capable of rendering adequate commercial refuse collection service in accordance with the provisions of the County's Code of Ordinances, Chapter 32 Solid Waste, Article IV Collection and Disposal and all regulations related thereto.

YES X NO

I certify that the aforesaid company owns or has under its control, in good mechanical repair and condition, sufficient equipment to adequately conduct the business of commercial refuse collection and all such equipment meets the requirements of the County's Code of Ordinances, Chapter 32 Solid Waste, Article IV Collection and Disposal and all regulations related thereto.

YES X NO

I have read, understand and am willing to comply with the provisions of the County's Solid Waste Collection and Disposal Ordinance and all applicable rules and regulations.

 _____ Signature of Authorized Representative	<u>8/8/2014</u> _____ Date
--	----------------------------------

FOUNDER

Title

Home Address 5030 HATCHINEHA RD

City / State / Zip HAINES CITY, FL 33844

APPLICATION FOR COMMERCIAL REFUSE LICENSE
COUNTY OF ORANGE, FLORIDA

AFFIDAVIT

(to be attested before a Notary Public or other
officer authorized to administer oaths)

STATE OF FLORIDA
COUNTY OF POLK

Personally appeared before me, an officer duly qualified to administer an oath in the City of
LAKELAND, State of FLORIDA, known to me to be the person
herein described and subscribing hereto, and on oath deposes and says that the
statements made are true and correct.

Signature of Applicant

Chris E. Gini

Sworn to and subscribed before me, this 8th day of August, 2016

Mario Branning
(Notary Public)

MARIE BRANNING

My Commission Expires:

May 20, 2019



TRASH TAXI

NAME OF COMPANY

SERVICE INFORMATION

Please complete the following and return with the application:

- ♦ Area(s) of Orange County you plan on servicing:

ALL OF ORANGE COUNTY

- ♦ Number of employees: 2

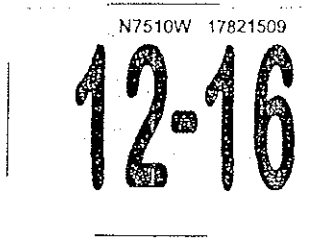
- ♦ Number of commercial vehicles to be used in the business: 2

- ♦ Truck numbers, tag numbers and tare weights of each vehicle:

<u>TRUCK #</u>	<u>TAG #</u>	<u>TARE WEIGHT</u>
311	N7510W	17930
422	N5112X	18126

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be fixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:
 TRASH TAXI LLC
 1048 1/2 US HIGHWAY 92 W
 AUBURNDALE, FL 33823-9585

IMPORTANT INFO

Section 316.613, Florida Statutes, requires that a child be properly restrained while being transported in a passenger car, van, or other vehicle operated on the highways of this state, shall, if the parent or guardian does not provide the protection of the child by properly using a child restraint device. For children aged through 3 years, the child must be in a separate carrier or a vehicle manufacturer's integrated child safety seat. For children 4 through 5 years, the child must be in a separate carrier, an integrated child seat, or a child safety seat. For limited exceptions, see s. 316.613, F.S.

For children 4 through 5 years, the child must be in a separate carrier, an integrated child seat, or a child safety seat. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

Truck #311

CO/AGY 5 / 2

T# 886713432
 B# 2243914

FLORIDA VEHICLE REGISTRATION

PLATE N7510W DECAL 17821509 Expires Midnight Sat 12/31/2016

YR/MK	2007/STEM	BODY	TK	COLOR	WHI	Reg. Tax	792.10	Class Code	41
VIN	2FZHAZCVX7AW99327			TITLE	96632024	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	17930	GVW	54999	County Fee	3.00	Back Tax Mos	
DL/FEID	472649526-01					Mail Fee		Credit Class	
Date Issued	12/29/2015	Plate Issued	10/28/2015			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	795.10		

TRASH TAXI LLC
 1048 1/2 US HIGHWAY 92 W
 AUBURNDALE, FL 33823-9585

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TUR - TRUCKS WITH TWO PLATES

1. Peel off the new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:
TRASH TAXI LLC
1048 1/2 US HIGHWAY 92 W
AUBURNDALE, FL 33823-9585

Section 316.613, Florida Statutes, requires every operator of a vehicle transporting a child in a passenger car, van or pickup truck operated on the highways of this state, shall, if the child is under the age of 6 years, provide the protection of the child by properly using a child restraint device. For children aged through 3 years, such child must be in a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, such child must be in a separate carrier, an integrated child seat, or a child booster seat. For limited exceptions, see s. 316.613, F.S.

is state and
or younger,
ly approved child
must be a separate
4 through 5 years,
used.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

Truck #422

CO/AGY 3 / 1

T# 887562717
B# 954908

FLORIDA VEHICLE REGISTRATION

PLATE N5112X DECAL 18088498 Expires Midnight Sat 12/31/2016

YR/MK	2016/PTRB	BODY	TK	COLOR	WHI	Reg. Tax	755.68	Class Code	41
VIN	3BPZLJ0X2GF100601			TITLE	121507861	Init. Reg.		Tax Months	11
Plate Type	TUR	NET WT	18126	GVW	54999	County Fee	3.00	Back Tax Mos	
DL/FEID	472649526-01					Mail Fee		Credit Class	
Date Issued	1/4/2016	Plate Issued	1/4/2016			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	758.68		

TRASH TAXI LLC
1048 1/2 US HIGHWAY 92 W
AUBURNDALE, FL 33823-9585

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TUR - TRUCKS WITH TWO PLATES PLATE ISSUED X

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Flor

his local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health an
wful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2015

EXPIRES 9/30/2016

3100-1172326

3100 VALET GARBAGE \$15.00 1 EMPLOYEE

TOTAL TAX \$15.00

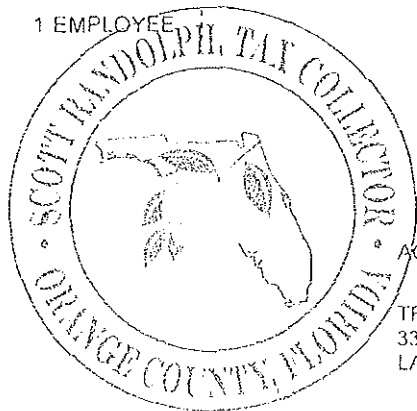
PREVIOUSLY PAID \$15.00

TOTAL DUE \$0.00

MOBILE FROM POLK COUNTY (MOBILE)

X - OUT OF COUNTY, 00000

PAID: \$15.00 2501-02258718 8/5/2016



AGIUS CURTIS

TRASH TAXI LLC

3340 US HWY 92 E

LAKELAND FL 33801

This receipt is official when validated by the Tax Collector.

copy

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and safety authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3100 VALET GARBAGE \$30.00

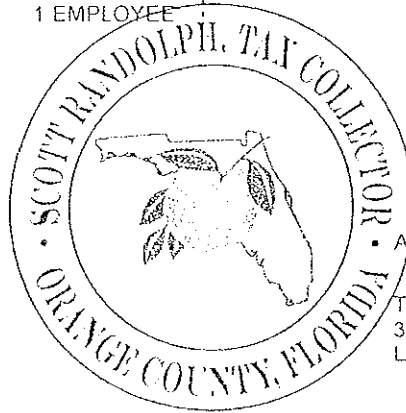
2016

EXPIRES 9/30/2017

3100-1172326

1 EMPLOYEE

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00



AGIUS CURTIS

TRASH TAXI LLC
3340 US HWY 92 E
LAKELAND FL 33801

MOBILE FROM POLK COUNTY (MOBILE)
X - OUT OF COUNTY, 00000

PAID: \$30.00 2501-02258717 8/5/2016

This receipt is official when validated by the Tax Collector.

copy



CERTIFICATE OF LIABILITY INSURANCE

TRASTAX-01

MATERAT

DATE (MM/DD/YYYY)

8/9/2016

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

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

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750		CONTACT NAME: Eric Dotson PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: Eric.Dotson@ioausa.com	
INSURED Trash Taxi LLC 3340 US Hwy 92 E Lakeland, FL 33801		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Divide Insurance Company	
		INSURER B: Hallmark Specialty Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		GLP201669910	12/20/2015	12/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BAP201670010	12/20/2015	12/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTION \$ 0		X	77HX153473	12/20/2015	12/20/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Aggregate \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Orange County BcC is additional insured as respects to general and auto liability as required under written contract. Umbrella policy is excess over general liability and auto liability.

CERTIFICATE HOLDER

CANCELLATION

Orange County Solid Waste Division
 Attn: Mona Jones
 5901 Young Pine Road
 Orlando, FL 32829

AUTHORIZED REPRESENTATIVE

362

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2016

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PRODUCER James Knight		CONTACT NAME: Robyne Hood	
CertiSure, Inc		PHONE (A/C, No, Ext): (863) 293-4653	FAX (A/C, No): (863) 293-5862
1801 Hobbs Road		E-MAIL ADDRESS: admin@certipay.com	
Auburndale FL 33823		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Bridgefield Casualty Ins Co.	
CertiPay PEO Solutions, Inc et al		INSURER B:	
1801 Hobbs Road		INSURER C:	
Auburndale FL 33823		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2016 COIs REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-21609	7/1/2016	7/1/2017	X PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYER \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided only for those employees leased to but not sub-contractors of:

TRASH TAXI, LLC Client Start Date: 05/11/2015

CERTIFICATE HOLDER

(407) 836-6658

Orange County Solid Waste Division
Attn: Mona Jones
5901 Young Pine Road
Orlando, FL 32829

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Knight/ROBYNE

364



OFFICE OF THE COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

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

COUNTY COMMISSION AGENDA

Tuesday, October 4, 2016

COUNTY COMPTROLLER

Informational only – No Board action required

Receipt of the following items to file for the record:

- a. City of Winter Garden Notice of Annexation Ordinances, Attachment A (Legal Descriptions) and Attachment B (Location Maps) as follows:
 - Ordinance 16-47, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.15 ± acres located at 310 East Story Road on the south side of East Story Road, east of Summer Street and west of 9th Street into the City of Winter Garden Florida; redefining the city boundaries to give the city jurisdiction over said property; providing for severability; providing for an effective date.
 - Ordinance 16-50, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 1.7 ± acres located at 917 Carter Road on the east side of Carter Road, south of East Story Road and north of West Colonial Drive into the City of Winter Garden Florida; redefining the city boundaries to give the city jurisdiction over said property; providing for severability; providing for an effective date.
- b. Minutes of the June 9 and June 21, 2016 Charter Review Commission.
- c. Audit Report No. 458 – Audit of the Indirect Cost Rate Awarded in Contract Y13-813PH

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



September 19, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: *MW* Carrie Woodell, Manager, Procurement Division

CONTACT: James W. Becker, Manager, Utilities Solid Waste Division
407-254-9660

SUBJECT: Consultant Selection, RFP Y16-813-RM
Professional Engineering Services for Class III Cell 2, Sequence 2

RECOMMENDATION

Selection of one firm and an alternate to provide Professional Engineering Services for Class III Cell 2, Sequence 2, Request for Proposals Y16-813-RM, from the following firms listed alphabetically. Further request the Board authorize the Procurement Division to negotiate and award a contract provided that it does not exceed the budget of \$3,500,000. Funds will be available in account number 4410-038-1106-6310.

S2L, Incorporated
Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (dba SCS Engineers)

This item was evaluated by the Procurement Committee on September 7, 2016. Commissioner Bryan Nelson was assigned to the Procurement Committee.

PURPOSE

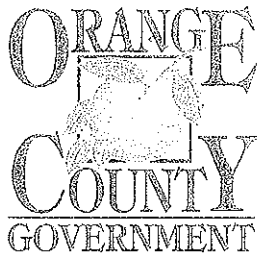
To select a firm to provide professional engineering services for renewal of the operation permit, design permitting and construction services for expansion of the landfill gas (LFG) collection and control system and the stormwater management system.

DISCUSSION

The Consultant will perform engineering services for the Orange County Utilities Division. Assignments to be performed by the consultant under this contract require performance of preliminary design services, regulatory reporting, final design, construction plans and specifications, permitting, bidding, construction services.

The consensus scores of the Procurement Committee are attached.

RFP#: Y16-813-RM	PROJECT		PROJECT		PROJECT		M/WBE		LOCATION		VOLUME		SCOPE		S-D VETERAN		WAGE RCP		TOTAL
PROFESSIONAL ENGINEERING SERVICES FOR CLASS III CELL 2, SEQUENCE 2	PROJECT MANAGER		PROJECT ENGINEER		TEAM														
WEIGHT	15		10		15		15		10		5		30		2		1		
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	
32L, Incorporated	5.0	75.0	5.0	50.0	5.0	75.0	4	60.0	5	50	4	20.0	5.0	150.0	3	6.0	0	0.0	486.0
SCS Engineers	5.0	75.0	5.0	50.0	4.0	60.0	4	60.0	5	50	4	20.0	4.4	132.0	2	4.0	0	0.0	451.0



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

September 1, 2016

TO: Rolando Melo, Senior Contract Administrator, Procurement Division
FROM: ^{A.B.} Angela Brown, Senior Contract Administrator, Business Development
SUBJ: Y16-813-RM / Professional Engineering Services for Class III Class 2, Sequence 2
APPROVED: Sheena Ferguson
Sheena Ferguson, BDD Manager

Listed below are respondents to the subject RFP with their sub-consultants and M/WBE participation score on a 1 – 5 scale (RFP GOALS: M/WBE-27% & EEO-24%):

	Projected %	Sub-Consultant Role
1. S2L, INC. Majority Prime		
<u>M/WBE Subconsultants:</u>		
Antillian Engineering Associates, Inc. (African American Male)	2%	Geotechnical Engineering Services
APEX Engineering, Inc. (White Female)	7%	Civil Engineering/Stormwater
AVCON, Inc. (Asian Pacific Male)	10%	Mechanical, Electrical and Structural Engineering Services
Environmental Management & Design, Inc. (White Female)	2%	Ecological Services
EPIC Engineering & Consulting Group, LLC (Asian Islander Male)	2%	Leachate Management Services
Grove Scientific & Engineering, Inc. (Hispanic Male)	2%	Title V Services
Mehta and Associates, Inc. (Asian Islander Male)	2%	Survey Services

Total M/WBE Participation:	27%
EEO Staff:	33%

Points:	4
---------	---

BONUS POINTS:

No Welfare Recipient(s) Proposed

Registered Service Disabled Veteran(s)
Proposed:

Alliance Design & Construction, Inc.	1	Landscape Architecture Services
Construction Engineering Consulting Group, LLC	1	Cost Estimating/Claims Avoidance
Gator Engineering and Aquifer Restoration, Inc.	1	Supplemental Geotechnical

Total Bonus Points:	6
---------------------	---

2. **STEARNS, CONRAD AND SCHMIDT
CONSULTING ENGINEERS, INC. (dba SCS
Engineers)
Majority Prime**

M/WBE Subconsultants:

3E Consultants, Inc. (African American Male)	4%	Support Environmental Study Services (Non P.E. Related)
AVCON, Inc. (Asian Pacific Male)	4%	State of Florida Certified Professional Engineer; Planning Services to Include Airports, Highways and Roadways, Land Development and Inspection Services
Barnes, Ferland and Associates, Inc. (African American Male)	3%	State of Florida Certified Professional Geologist, State of Florida Certified Professional Engineer, Geologic Survey Services, Environmental Consulting Services, Water and Wastewater Management, Groundwater Management & Impact Assessment, Utility Financial Analysis and Subsurface Utility Exploration

Services

Blue Marlin Engineering, LLC (Hispanic Male)	4%	State of Florida Certified Professional Engineer and Construction Materials Testing and Inspections
Bobes Associates Consulting Engineers, Inc. (Hispanic Male)	3%	State of Florida Certified Professional Engineer
Grove Scientific & Engineering Company (Hispanic Male)	2%	Environmental Consultants, State of Florida Certified Professional Mold Assessor
John B. Webb & Associates, Inc. (White Female)	3%	State of Florida Certified Surveying & Mapping and State of Florida Professional Engineer
L & S Diversified, LLC (Asian Pacific Female)	4%	State of Florida Certified Professional Surveyor and Mapper
Total M/WBE Participation:	27%	
EEO Staff:	53%	
Points:	4	

BONUS POINTS:

No Welfare Recipient(s) Proposed

Registered Service Disabled Veteran(s)
Proposed:

Construction Engineering Consulting Group, LLC	1	Construction Management, Scheduling, Cost Estimating, Construction Dispute Resolution and Claims Consulting
Gator Engineering and Aquifer Restoration, Inc.	1	Professional Geology, Engineering, Geotechnical and Environmental
Total Bonus Points:	4	

Interoffice Memorandum



AGENDA ITEM

September 22, 2016

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

FROM: Sonya Hill, Manager
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Discussion Agenda Item- October 4, 2016
Head Start Division Progress Report related to FY2015-16 Year One
and preview of goals and objectives for Year Two of the Five Year Grant

The U.S. Health and Human Services, Administration for Children and Families, Office of Head Start awarded a Five Year Grant to operate a Head Start Program in Orange County. The presentation will provide a progress report related to FY2015-16 Year One of the Five Year Grant, as mandated by the Improving Head Start for School Readiness Act of 2007. The governing board, as the non-federal entity, is responsible for the oversight of quality services for Head Start children and their families and making decisions related to program design and implementation.

The Head Start Division must share with its governing board information and updates regarding the program's progress. This report will provide an overview relating to the annual program goals, accomplishments, strengths and challenges for year one and a preview of the goals and objectives for year two of the five year grant. This presentation is for information, only.

SH/kp

C: Dr. George A. Ralls, Deputy County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Manager, Risk Management and Professional Standards
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grant Coordinator, Office of Management and Budget



Agenda

October 04, 2016 Open Discussion
Board of County Commissioners Chambers
201 S. Rosalind Ave., Orlando, FL 32801

Commissioner Boyd, District 1, would like to discuss School Crossing Guards



Interoffice Memorandum

September 12, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

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

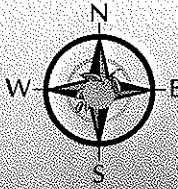
A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM" line.

**SUBJECT: BCC AGENDA ITEM – Work Session Agenda
October 4, 2016 BCC Meeting
Material Recovery Facilities Contract
Contact Person: Jim Becker, Manager
Utilities Solid Waste Division
407-254-9660**

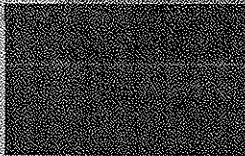
The current contract for operating the recycled materials processing facilities which was issued on April 2003 and renewed on July 2010 expires in June 2017. Staff has evaluated the options to pursue a new contract for recycling in the County. We will provide an update on the Orange County Recycling Program and the proposed option for the new contract.

Board action is not required at this time.

All Districts.



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

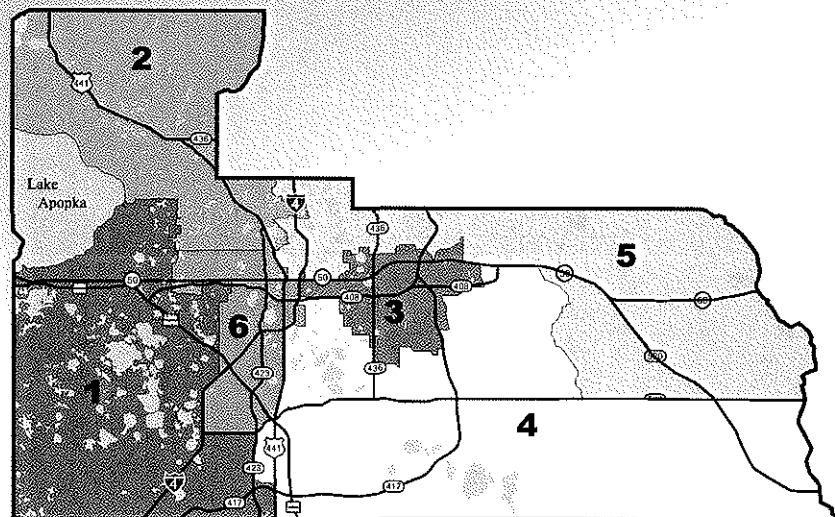


Comprehensive
Planning
Development
Review
Research and
Intergovernmental
Coordination
Community Planning
& Placemaking



Orange County, Florida

Planning and Zoning Commission/ Local Planning Agency



Recommendations

SEPTEMBER 15, 2016

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

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



James Dunn	District #1
Marvin Barrett	District #2
Tina Demostene	District #3
Pat DiVecchio	District #4
Rick V. Baldocchi	District #5
JaJa J. Wade Vice - Chairman	District #6
Paul Wean	At Large
Yog Melwani	At Large
Jose Cantero Chairman	At Large

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Planning and Zoning Commission
September 15, 2016

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CONVENTIONAL REZONING PUBLIC HEARINGS

RZ-16-09-031 District 2	1
RZ-16-09-032 District 1	10
RZ-16-09-033 District 4	20

TABLE OF HEARINGS
Planning and Zoning Commission
September 15, 2016

<u>Case #</u> <u>Applicant</u>	<u>Request</u>	<u>Commission</u> <u>District</u>	<u>Recommendations</u> <u>Staff</u>	<u>PZC</u>	<u>BCC Hearing</u> <u>Required</u>
I. CONVENTIONAL REZONING PUBLIC HEARINGS					
RZ-16-09-031 Jonathan Mosquera	<i>A-1 to R-1</i>	2	Denial	Denial	No
RZ-16-09-032 Judith Perry Daley	<i>R-CE-2 to A-1</i>	1	Approval with one (1) restriction	Approval with one (1) restriction	No
RZ-16-09-033 Andy Bassler	<i>A-2 to I-1 / I-5</i>	4	Approval with three (3) restrictions	Approval with three (3) restrictions	No

SITE and BUILDING REQUIREMENTS

Orange County Code Section 38-1501. Basic Requirements

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

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

C-1	6,000	500	80 on major streets (see Art. XV); 60 for all other streets#; 100 ft. for corner lots on major streets (see Art. XV)	25	20	0; or 15 ft. when abutting residential district; side street, 15 ft.	50; or 35 within 100 ft. of all residential districts	*

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

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

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

FOOTNOTES

- * Setbacks shall be a minimum of 50 feet from the normal high water elevation contour on any adjacent natural surface water body and any natural or artificial extension of such water body, for any building or other principal structure. Subject to the lakeshore protection ordinance and the conservation ordinance, the minimum setbacks from the normal high water elevation contour on any adjacent natural surface water body, and any natural or artificial extension of such water body, for an accessory building, a swimming pool, swimming pool deck, a covered patio, a wood deck attached to the principal structure or accessory structure, a parking lot, or any other accessory use, shall be the same distance as the setbacks which are used per the respective zoning district requirements as measured from the normal high water elevation contour.
- ** Buildings in excess of 35 feet in height may be permitted as a special exception.
- *** Buildings in excess of 1 story in height within 100 feet of the property line of any single-family residential district may be permitted as a special exception.
- **** Side setback is 30 feet where adjacent to single-family district.
- ***** For lots platted between 4/27/93 and 3/3/97 that are less than 45 feet wide or contain less than 4,500 sq. ft. of lot area, or contain less than 1,000 square feet of living area shall be vested pursuant to Article III of this chapter and shall be considered to be conforming lots for width and/or size and/or living area.
- ***** For attached units (common fire wall and zero separation between units) the minimum duplex lot width is 80 feet and the duplex lot size is 8,000 square feet. For detached units the minimum duplex lot width is 90 feet and the duplex lot size is 9,000 square feet with a minimum separation between units of 10 feet. Fee simple interest in each half of a duplex lot may be sold, devised or transferred independently from the other half. For duplex lots that:
 - (i) are either platted or lots of record existing prior to 3/3/97, and
 - (ii) are 75 feet in width or greater, but are less than 90 feet, and
 - (iii) have a lot size of 7,500 square feet or greater, but less than 9,000 square feet are deemed to be vested and shall be considered as conforming lots for width and/or size.
- # Corner lots shall be 100 [feet] on major streets (see Art. XV), 80 [feet] for all other streets.
- ## Corner lots shall be 125 [feet] on major streets (see Art. XV), 100 [feet] for all other streets.
- ### Corner lots shall be 150 [feet] on major streets (see Art. XV), 125 [feet] for all other streets.
- ‡ For lots platted on or after 3/3/97, or un-platted parcels. For lots platted prior to 3/3/97, the following setbacks shall apply: R-1AA, 30 feet, front, 35 feet rear, R-1A, 25 feet, front, 30 feet rear, R-1, 25 feet, front, 25 feet rear, 6 feet side; R-2, 25 feet, front, 25 feet rear, 6 feet side for one (1) and two (2) dwelling units; R-3, 25 feet, front, 25 feet rear, 6 feet side for two (2) dwelling units. Setbacks not listed in this footnote shall apply as listed in the main text of this section.
- † Attached units only. If units are detached, each unit shall be placed on the equivalent of a lot 45 feet in width and each unit must contain at least 1,000 square feet of living area. Each detached unit must have a separation from any other unit on site of at least 10 feet.

- †† Maximum impervious surface ratio shall be 70%, except for townhouses, nonresidential, and mixed use development, which shall have a maximum impervious surface ratio of 80%.
- ††† Based on gross square feet.

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

BUFFER YARD REQUIREMENTS

Orange County Code Section 24-5.

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

(a) *Buffer classifications:*

- (1) **Type A, opaque buffer:** This buffer classification shall be used to separate heavy industrial (I-4 and M-1) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of fifty (50) feet wide. The type A buffer shall utilize a masonry wall.
- (2) **Type B, opaque buffer:** This buffer classification shall be used to separate commercial (general and wholesale) (C-2 and C-3) and industrial (general and light) (I-2/I-3 and I-1/I-5) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of twenty-five (25) feet wide. The type B buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be four (4) feet high and seventy (70) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (3) **Type C, opaque buffer.** This buffer classification shall be used to separate neighborhood retail commercial (C-1), industrial-restricted (I-1A) and multi-family uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of fifteen (15) feet wide. The type C buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (4) **Type D, opaque buffer:** This buffer classification shall be used to separate professional office (P-O) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of ten (10) feet wide. The type D buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (5) **Type E, mobile home and RV park buffer:** This buffer classification shall be used to separate mobile home and RV parks from all abutting uses. This buffer shall be twenty-five (25) feet wide. Where the park abuts an arterial highway, the buffer shall be fifty (50) feet wide. This buffer shall not be considered to be part of an abutting mobile home space, nor shall such buffer be used as part of the required recreation area or drainage system (ditch or canal). This buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof. This buffer must be at least five (5) feet in height and fifty (50) percent opaque within eighteen (18) months after installation.
- (6) **Type F, residential subdivision buffer:** See subdivision regulations (Chapter 34, Orange County Code).

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

CASE # RZ-16-09-031

Commission District: # 2

GENERAL INFORMATION

APPLICANT	Jonathan Mosquera
OWNER	Jonathan Mosquera
HEARING TYPE	Planning and Zoning Commission
REQUEST	A-1 (Citrus Rural District) to R-1 (Single-Family Dwelling District)
LOCATION	6515 Lynn Road; or generally located on the north side of Lynn Road, approximately 200 feet west of Armstrong Road and 1,300 feet south of Beggs Road.
PARCEL ID NUMBER	36-21-28-5212-00-111
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Ninety-six (96) notices were mailed to those property owners in the mailing area. A community meeting was not required for this application.
TRACT SIZE	0.27-gross acre
PROPOSED USE	One single-family detached dwelling

STAFF RECOMMENDATION

PLANNING

Make a finding of inconsistency with the Comprehensive Plan and recommend DENIAL of the requested R-1 (Single-Family Dwelling District) zoning.

IMPACT ANALYSIS

Land Use Compatibility

The R-1 (Single-Family Dwelling District) zoning would allow for development that is inconsistent with the character of surrounding neighborhood, which consists of only A-1 zoned properties, and is essentially an enclave of relatively large parcels. Through this request, the applicant is seeking to legitimize the development of a parcel that was illegally split in 1981, by rezoning it from A-1 to R-1. Because the request could set a precedent for similar rezoning applications in the established neighborhood, staff has found it to be incompatible with the surrounding area.

Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Low Density Residential (LDR). The R-1 (Single-Family Dwelling District) zoning is consistent with the LDR FLUM designation, but is inconsistent with the following applicable CP provisions:

FLU1.4.2 states Orange County shall ensure that land use changes are compatible with and serve existing neighborhoods.

FLU8.1.1 states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate.

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

FLU8.2.1 states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

SITE DATA

Existing Use	Undeveloped Residential
Adjacent Zoning	N: A-1 (Citrus Rural District) (1957)
	E: A-1 (Citrus Rural District) (1957)
	W: A-1 (Citrus Rural District) (1957)
	S: A-1 (Citrus Rural District) (1957)
Adjacent Land Uses	N: Undeveloped Residential
	E: Single-Family Dwelling
	W: Single-Family Dwelling
	S: Single-Family Dwelling

R-1 (SINGLE-FAMILY DWELLING DISTRICT) DEVELOPMENT STANDARDS*

Min. Lot Area:	5,000 sq. ft.
Min. Lot Width:	50 ft.
Max. Height:	35 ft.
Min. Floor Area:	1,000 sq. ft.
Building Setbacks:	
Front:	20 ft.
Rear:	20 ft.
Side:	5 ft.

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

Permitted Uses

Per Section 38-276 of the Orange County Code, the intent and purpose of the R-1 zoning district is provide residential development similar in general character to the R-1AA and R-1A zoning districts, but with smaller minimum lots and yards, and a corresponding increase in population density.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

SPECIAL INFORMATION

Subject Property Analysis

The subject 0.27-acre parcel is undeveloped and located at 6515 Lynn Road; or generally located on the north side of Lynn Road, approximately 200 feet west of Armstrong Road and 1,300 feet south of Beggs Road. Through this request, the applicant is seeking to legitimize the development of the parcel which was illegally split in 1981, by rezoning it from A-1 (Citrus Rural District) to R-1 (Single-Family Dwelling District), in order to construct one single-family detached dwelling.

Orange County identified this parcel as an illegally split lot during the review of a previously submitted building permit application (#B16011194). Based on Orange County Property Appraiser records, it was discovered that the parcel was created from a deed purchase in 1981, and has since remained undeveloped.

If approved, this request could establish a precedent for similar rezoning applications and smaller residential lots in the established large-lot neighborhood.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation.

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the

County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

Environmental

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Also refer to Orange County Code Chapter 37, Article XVII for details on Individual On-Site Sewage Disposal as well as the FDOH.

This site is located within the geographical limits of the Wekiva Study Area, as established by the Wekiva Parkway and Protection Act, Section 369.316 F.S. Special area regulations may apply.

Transportation / Access

The proposed use of one single family dwelling unit will generate one pm peak hour trip and is therefore considered De Minimis.

Code Enforcement

There are no active Code Enforcement violations on the subject property.

Water / Wastewater / Reclaim

Water:	<u>Existing service or provider</u> Orange County Utilities	There is a 6-inch main in the Lynn Road right of way abutting this property.
Wastewater:	Orange County Utilities	There are no wastewater gravity mains in the vicinity of this property. A 6-inch wastewater force main is located on Beggs Road at the intersection with Armstrong Road.
Reclaim Water:	Orange County Utilities	There are no reclaimed water mains in the vicinity of this property

Schools

Orange County Public Schools (OCPS) considers the impact to affected public schools to be "de minimus"; therefore a Capacity Enhancement Agreement (CEA) is not required.

Parks and Recreation

Orange County Parks and Recreation reviewed this request, but did not provide any objections.

Specific Project Expenditure Report and Relationship Disclosure Form

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

ACTION REQUESTED

Planning and Zoning Commission (PZC) Recommendation – (September 15, 2016)

Make a finding of inconsistency with the Comprehensive Plan and recommend DENIAL of the requested R-1 (Single-Family Dwelling District) zoning.

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of inconsistency with the Comprehensive Plan and recommend denial of the requested R-1 (Single-Family Dwelling District) zoning, due to incompatibility with the existing neighborhood.

Staff indicated that ninety-six (96) notices were mailed to surrounding property owners within a buffer extending beyond 1,300 feet from the subject property, with twelve (12) commentaries in opposition and none in favor of the request received. The applicant was present, but disagreed with the staff recommendation and the finding of inconsistency / incompatibility.

Following brief discussion by the PZC, a motion was made by Commissioner Barrett to support the staff recommendation, by finding the request to be inconsistent with the Comprehensive Plan and recommend **DENIAL** of the R-1 (Single-Family Dwelling District) zoning. Commissioner Baldocchi seconded the motion, which was then carried on a 7-0 vote.

Motion / Second

Marvin Barrett / Rick Baldocchi

Voting in Favor
(of the motion)

Marvin Barrett, Rick Baldocchi, Paul Wean, JaJa Wade, James Dunn, Yog Melwani, and Jose Cantero

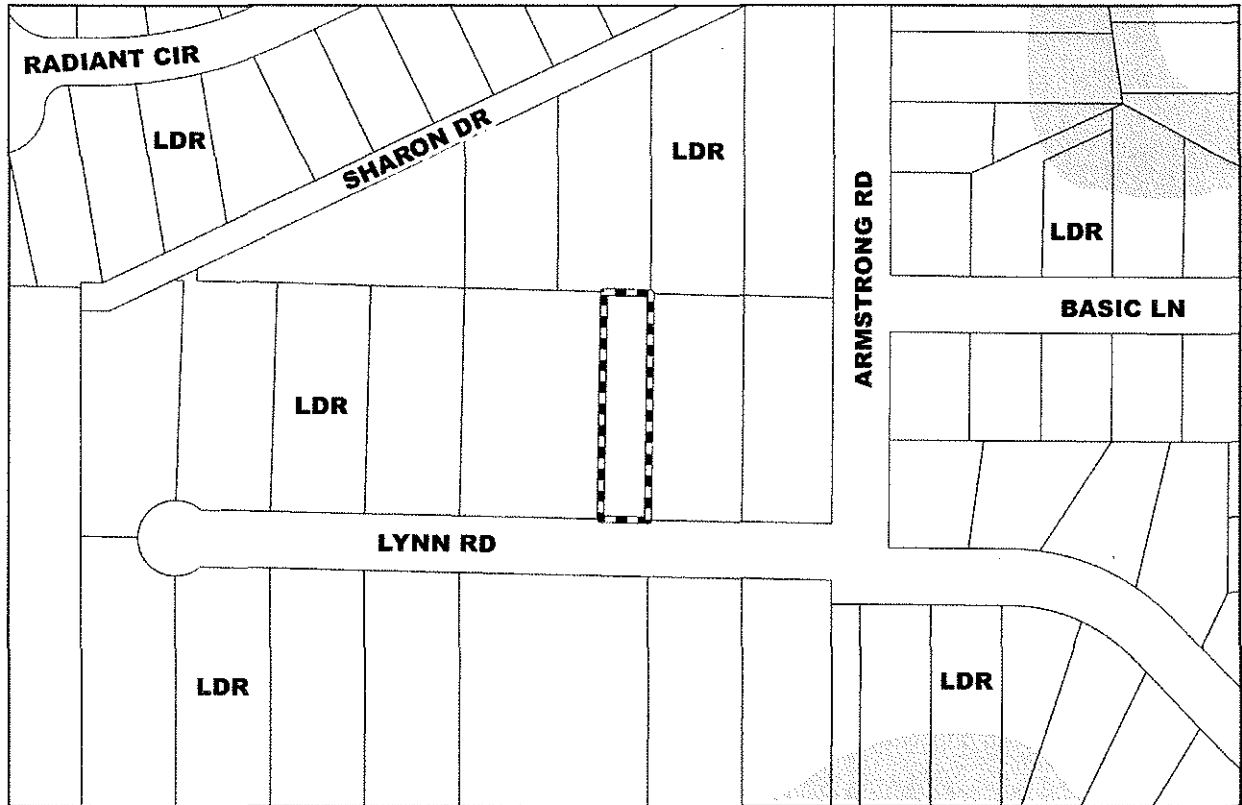
Voting in Opposition
(of the motion)

None

Absent

Pat DiVecchio and Tina Demostene

RZ-16-09-031



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Low Density Residential (LDR)

APPLICANT: Jonathan Mosquera

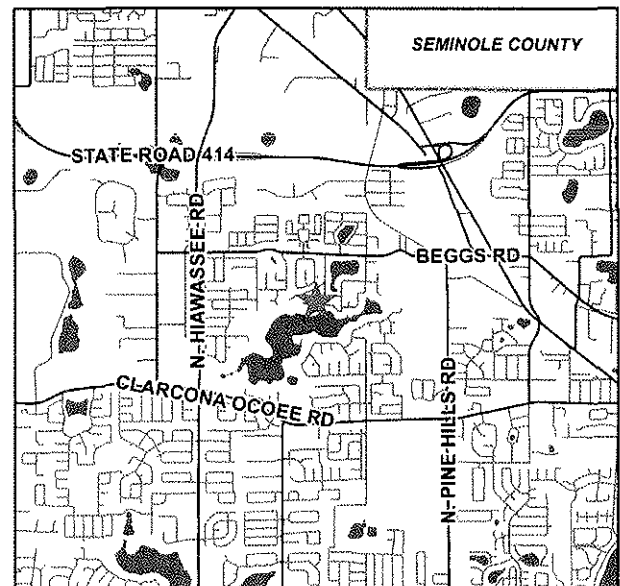
LOCATION: 6515 Lynn Road; or generally located on the north side of Lynn Road, approximately 200 feet west of Armstrong Road and 1,300 feet south of Beggs Road

TRACT SIZE: 0.27 gross acre

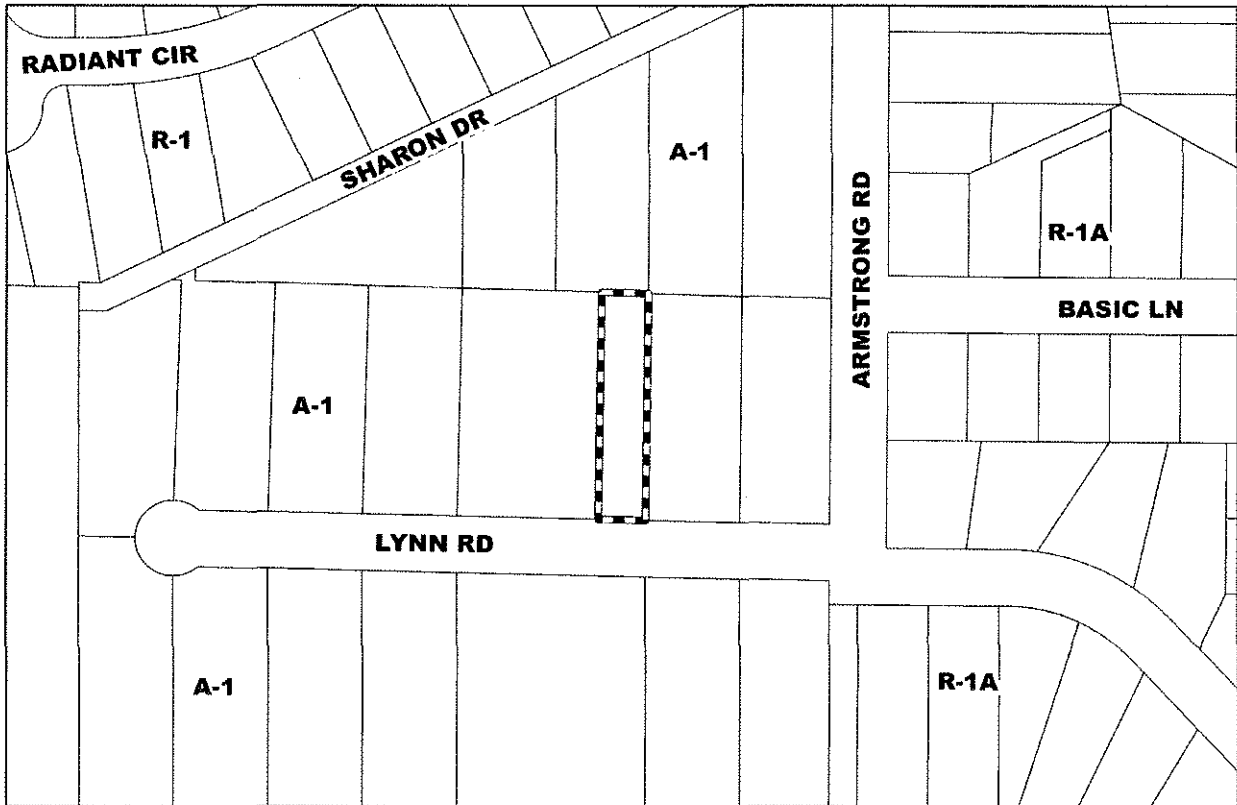
DISTRICT: # 2

S/T/R: 36/21/28

1 inch = 167 feet



RZ-16-09-031



Subject Property



Subject Property

Zoning Map

ZONING: A-1 (Citrus Rural District) to
 R-1 (Single-Family Dwelling District)

APPLICANT: Jonathan Mosquera

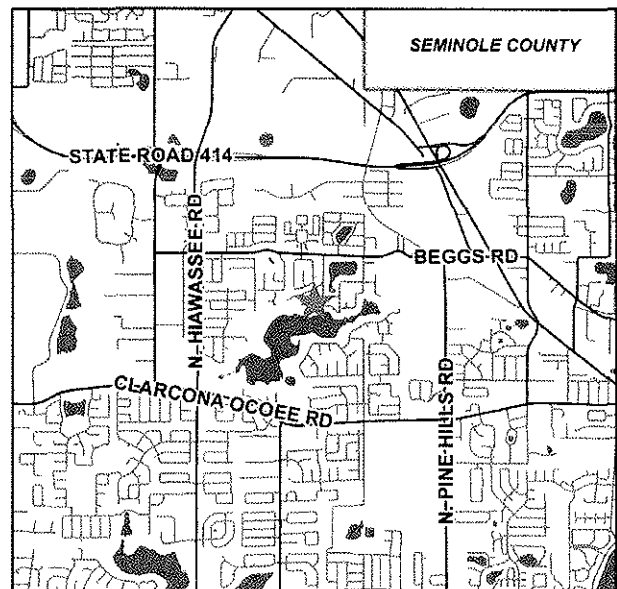
LOCATION: 6515 Lynn Road; or generally located on
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DISTRICT: # 2

S/T/R: 36/21/28

1 inch = 167 feet



RZ-16-09-031



Subject Property

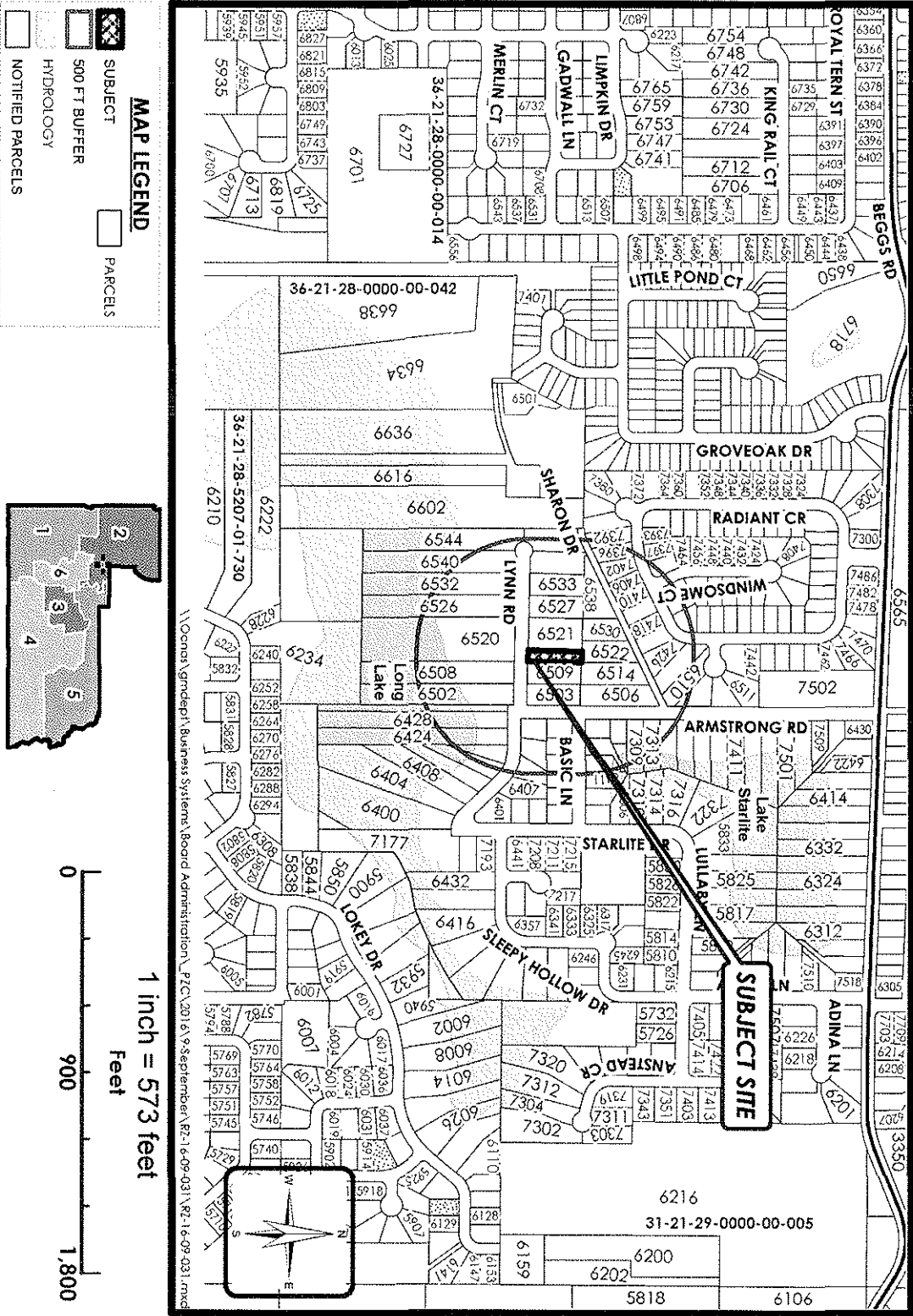


1 inch = 167 feet

Notification Map



Public Notification Map RZ-16-09-031 500 FT BUFFER, NOTICES



CASE # RZ-16-09-032

Commission District: # 1

GENERAL INFORMATION

APPLICANT	Judith Perry Daley
OWNERS	Judith Perry Daley and Doowatee & Pertab Singh
HEARING TYPE	Planning and Zoning Commission
REQUEST	R-CE-2 (Rural Residential District) to A-1 (Citrus Rural District)
LOCATION	12937 and 12945 Reaves Road; or generally located on the east side of Reaves Road, northwest of State Road 429, approximately 500 feet north of Stoneybrook West Parkway
PARCEL ID NUMBER	36-22-27-1773-00-030, 36-22-27-1773-00-040
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 1000 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One hundred thirty-four (134) notices were mailed to those property owners in the mailing area. A community meeting was not required for this application.
TRACT SIZE	4.78 gross acres
PROPOSED USE	Single-Family Dwelling Units with Farm Animals

STAFF RECOMMENDATION

PLANNING

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested A-1 (Citrus Rural District) zoning, subject to the following restrictions:

1. Development of the property shall be limited to R-CE-2 uses and the A-1 use of domestic breeding, keeping, and raising of farm animals only (e.g. goats, sheep, swine, pot-bellied pigs, etc.).

IMPACT ANALYSIS

Land Use Compatibility

The A-1 (Citrus Rural District) zoning, with the recommended restriction, would allow for development that is compatible with the character of the surrounding area and would not adversely impact adjacent properties.

Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Rural / Agricultural (R). The A-1 (Citrus Rural District) zoning is consistent with the Rural / Agricultural FLUM designation and the following applicable CP provisions:

FLU1.4.1 states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.

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

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

FLU8.2.1 states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

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

SITE DATA

Existing Use	Single-Family Residential Dwelling Units
Adjacent Zoning	N: R-CE-2 (Rural Residential District) (1987)
	E: No Zoning District
	W: R-CE-2 (Rural Residential District) (1988)
	S: R-CE-2 (Rural Residential District) (1987)

Adjacent Land Uses N: Undeveloped
 E: Undeveloped
 W: Single-Family Dwelling, Grazing
 S: Single-Family Dwelling

A-1 (Citrus Rural District) Development Standards

A-1 District Summary *

Min. Lot Area:	21,780 sq. ft. (1/2 acre)
Min. Lot Width:	100 ft.
Max. Height:	35 ft.
Min. Floor Area:	850 sq. ft.
Building Setbacks:	
Front:	35 ft.
Rear:	50 ft.
Side:	10 ft.

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

Permitted Uses

Agricultural districts are intended to apply to those areas, the present or prospective use of which is primarily agricultural, or the future development of which is uncertain, and for which a more restricted zoning would be premature. The regulations in these districts are intended to permit a reasonable use of the property, while at the same time, prevent the creation of conditions which would blight or prevent the proper future use of contiguous or nearby property. The A-1 district is composed largely of land used for citrus production, nurseries, greenhouses, and vegetable farms, whereas, the A-2 district is composed largely of land used for livestock and poultry production.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

SPECIAL INFORMATION

Subject Property Analysis

The subject parcels are located at 12937 and 12945 Reaves Road; or generally located on the east side of Reaves Road, northwest of State Road 429, approximately 500 feet north of Stoneybrook West Parkway. Both parcels are currently developed with one single-family dwelling unit. Through this request, the applicant is seeking to rezone the properties from R-CE-2 (Rural Residential District) to A-1 (Citrus Rural District) for the purpose adding the use of domestic breeding, keeping, and raising of farm animals only (e.g. goats, swine, pot-bellied pigs, etc.).

This rezoning application is the result of a Code Enforcement violation issued on the 12937 Reaves Road parcel for the presence of farm animals (cows, goats, and poultry).

Since the owner of the 12945 Raves Road parcel (acting as the applicant) has similar on-site activities, both properties were included in the application. The applicant has also submitted letters of no objection and/or support from the property owners of 12929, 12944, and 12952 Reaves Road.

Comprehensive Plan (CP) Amendment

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

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is located within the Winter Garden JPA; City staff was notified of the request, and provided no comments or objections.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

Environmental

Orange County Environmental Protection Division provided no comments regarding this request.

Transportation / Access

The proposed request to raise farm animals on the subject property will not result in any trip generation and will not impact area roadways.

Code Enforcement

There is an active Code Enforcement Violation on 12937 Reaves Road for the presence of farm animals (CEB 2016-304523Z / Incident 455496). A Code Enforcement Board hearing took place on August 17, 2016 and a code compliance deadline of November 16, 2016.

Water / Wastewater / Reclaim

Water: Existing service or provider
City of Winter Garden

Wastewater: City of Winter Garden

Reclaim Water: City of Winter Garden

Schools

Orange County Public Schools (OCPS) did not comment on this case, as this project does not impact school capacity.

Parks and Recreation

Orange County Parks and Recreation did not provide any objections to this request.

Specific Project Expenditure Report and Relationship Disclosure Form

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

ACTION REQUESTED

Planning and Zoning Commissioner (PZC) Recommendation – (September 15, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested A-1 (Citrus Rural District) zoning, subject to the following restrictions:

1. Development of the property shall be limited to R-CE-2 uses and the A-1 use of domestic breeding, keeping, and raising of farm animals only (e.g. goats, sheep, swine, pot-bellied pigs, etc.).

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested A-1 (Citrus Rural District) zoning, subject to one (1) restriction.

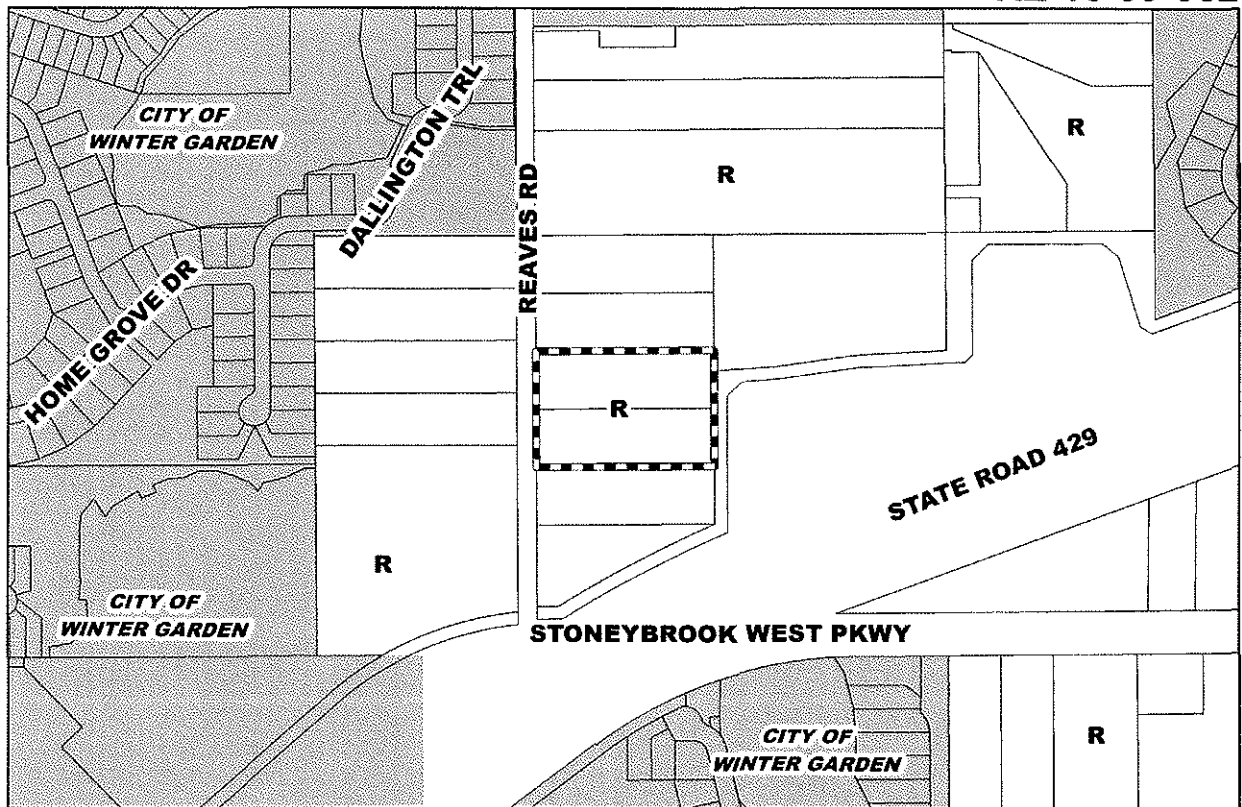
Staff indicated that one hundred thirty-four (134) notices were mailed to surrounding property owners within a buffer extending beyond 1,000 feet from the subject property, with one (1) response in opposition and none (0) in favor of the request received. Staff also indicated that the City of Winter Garden had been notified of the request, but that no objections or concerns from the City had been received. Finally, the applicant was present and expressed support for the staff recommendation.

Following brief discussion by the PZC regarding animal care, a motion was made by Commissioner Dunn to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the A-1 (Citrus Rural District) zoning, subject to the one (1)

restriction. Commissioner Wean seconded the motion, which was then carried on a 7-0 vote.

Motion / Second	<i>James Dunn / Paul Wean</i>
Voting in Favor	<i>James Dunn, Paul Wean, Jose Cantero, Yog Melwani, JaJa Wade, Marvin Barrett, and Rick Baldocchi</i>
Voting in Opposition	<i>None</i>
Absent	<i>Pat DiVecchio and Tina Demostene</i>

RZ-16-09-032



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Rural (R)

APPLICANT: Judith Perry Daley

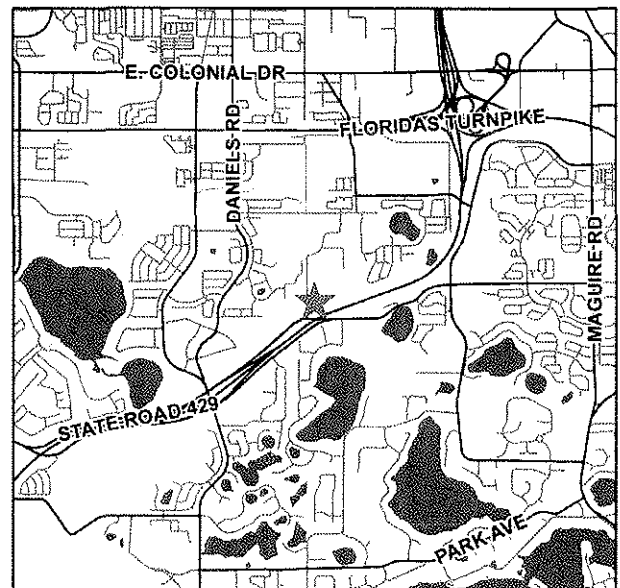
LOCATION: 12937 & 12945 Reaves Road; or generally located on the east side of Reaves Road, northwest of State Road 429, approximately 500 feet north of Stoneybrook West Parkway

TRACT SIZE: 4.78 gross acres

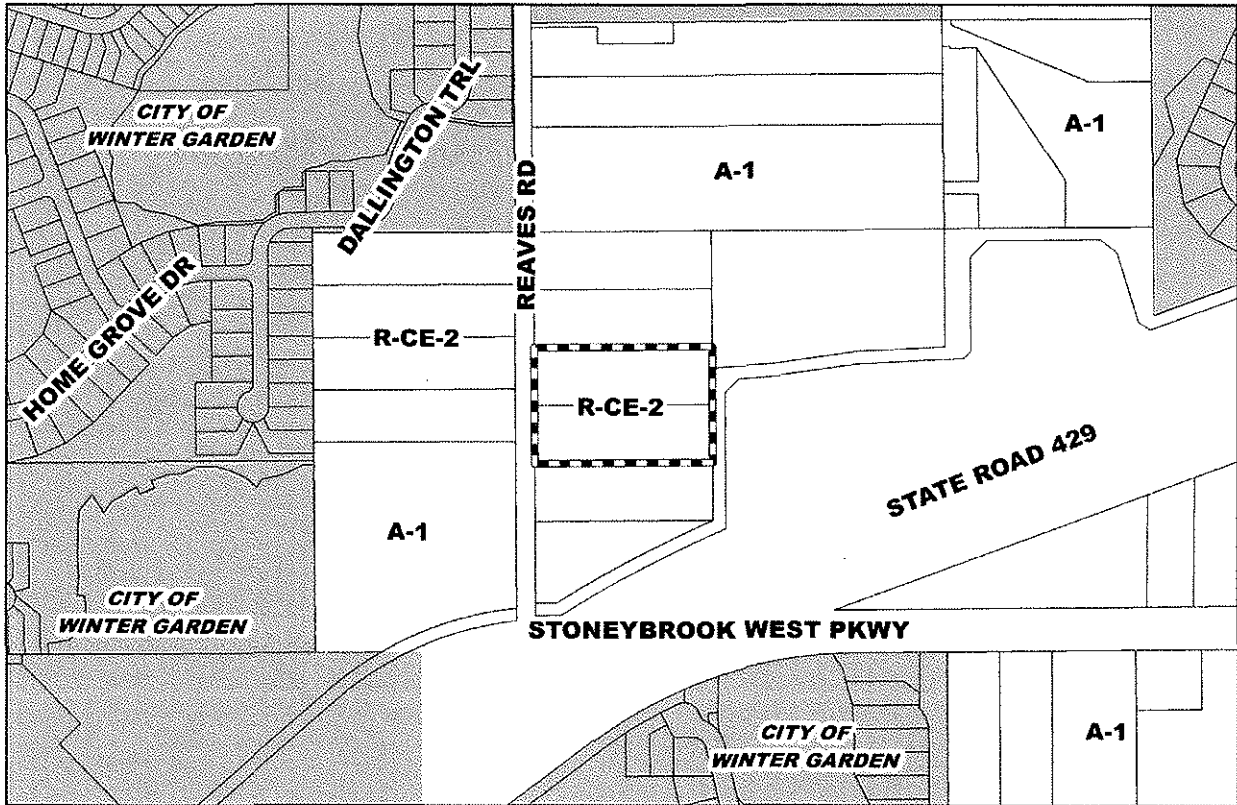
DISTRICT: # 1

S/T/R: 36/22/27

1 inch = 500 feet



RZ-16-09-032



Subject Property



★ Subject Property

Zoning Map

FLUM: R-CE-2 (Rural Residential District) to
 A-1 (Citrus Rural District)

APPLICANT: Judith Perry Daley

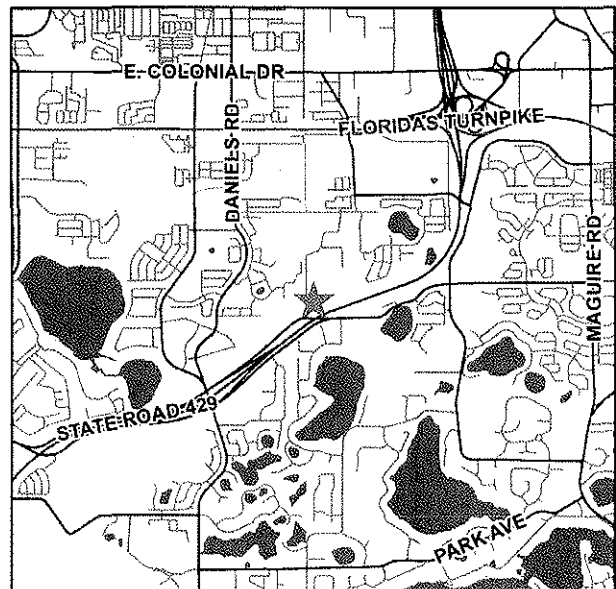
LOCATION: 12937 & 12945 Reaves Road; or generally
 located on the east side of Reaves Road,
 northwest of State Road 429,
 approximately 500 feet north of
 Stoneybrook West Parkway

TRACT SIZE: 4.78 gross acres

DISTRICT: # 1

S/T/R: 36/22/27

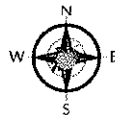
1 inch = 500 feet



RZ-16-09-032



 Subject Property



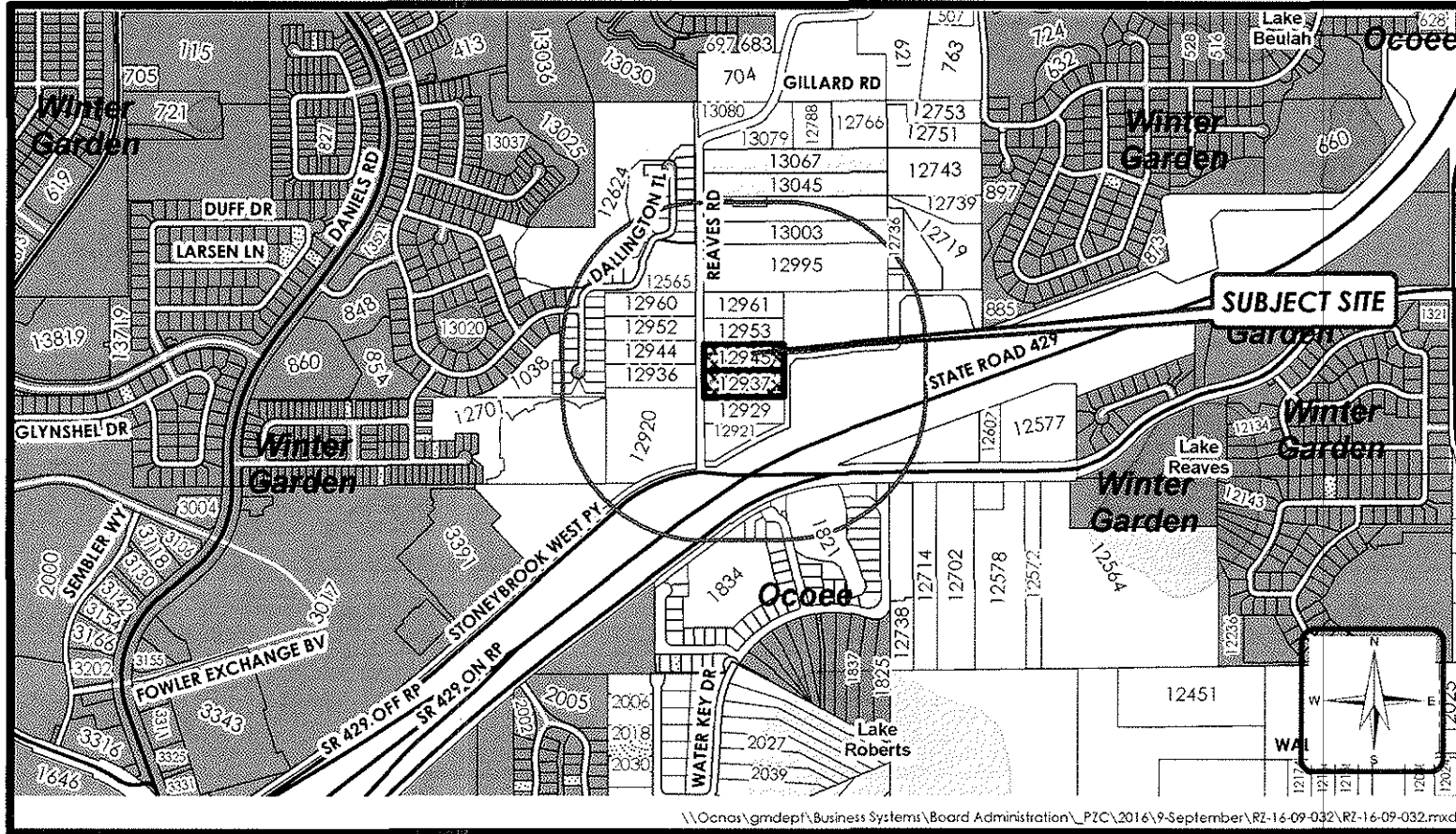
1 inch = 417 feet



Public Notification Map

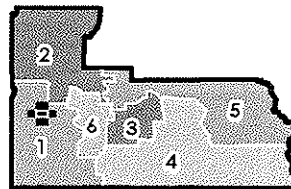
RZ-16-09-032

1000 FT BUFFER, 134 NOTICES

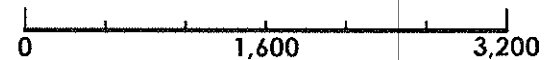


MAP LEGEND

- | | | | |
|--|------------------|--|------------------|
| | SUBJECT | | COURTESY NOTICES |
| | 1000 FT BUFFER | | PARCELS |
| | HYDROLOGY | | |
| | NOTIFIED PARCELS | | |



1 inch = 1,003 feet
Feet



Notification Map

Case # RZ-16-09-032
Orange County Planning Division
PZC Hearing Date: September 15, 2016

CASE # RZ-16-09-033

Commission District: # 4

GENERAL INFORMATION

APPLICANT	Andy Bassler
OWNER	HC Buchanan Trust
HEARING TYPE	Planning and Zoning Commission
REQUEST	A-2 (Farmland Rural District) to I-1 / I-5 (Industrial District)
LOCATION	5010 Young Pine Road; or generally located on the west side of Young Pine Road, approximately 1.4 miles south of Curry Ford Road
PARCEL ID NUMBER	17-23-31-0000-00-078
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 1,200 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Three hundred thirty-six (336) notices were mailed to those property owners in the mailing area. A community meeting was not required for this application.
TRACT SIZE	14.31 gross acres
PROPOSED USE	Outdoor Storage Facility

STAFF RECOMMENDATION

PLANNING

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested I-1 / I-5 (Industrial District) zoning, subject to the following restrictions:

1. New billboards and pole signs shall be prohibited;
2. A Type "B" buffer shall be used to separate commercial (C-2 and C-3) and industrial (I-1 / I-5) uses from all residential uses. The buffer shall be a minimum of twenty-five (25) feet wide, and must consist of a completely opaque feature such as a masonry wall, berm, planted and/or existing vegetation or any combination thereof. At a minimum, plantings must be four (4) feet high and seventy (70) percent opaque at planting and capable of attaining full height and opacity within three (3) years; and
3. The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate I-1 / I-5 uses.

IMPACT ANALYSIS

Land Use Compatibility

The I-1 / I-5 (Industrial District) zoning would allow for development that is compatible with the character of the surrounding area and would not adversely impact adjacent properties.

Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Industrial (IND). The I-1 / I-5 (Industrial District) zoning is consistent with the IND FLUM designation and the following Comprehensive Plan provisions:

FLU1.4.16 states the Future Land Use Map shall reflect appropriate locations for industrial use. Proposed industrial changes shall be evaluated relative to the need to maintain adequate industrial sites to serve the projected market demand and corresponding needs for job creation and economic development.

FLU1.4.18 states that the Future Land Use Map shall reflect a distribution of industrial areas throughout the Urban Service Area to reduce the journey to work, create more of a jobs/housing balance, avoid large concentrations of industrial traffic, provide adequate and sufficient locations for industrial uses, and provide a variety of locations with different transportation accessibility opportunities.

FLU8.1.1 states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning.

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

FLU8.2.1 states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

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

SITE DATA

Existing Use	Undeveloped Land
Adjacent Zoning	N: PD (Planned Development District, The Villages at Waterside PD) (1993) E: R-CE (Country Estate District) (1975) W: PD (Planned Development District, The Villages at Waterside PD) (1993) S: PD (Planned Development District) (City of Orlando)
Adjacent Land Uses	N: Storm Water Pond E: Regional Park W: Homeowners Association S: Semi-Improved Grazing

I-1 / I-5 (INDUSTRIAL DISTRICT) DEVELOPMENT STANDARDS*

Max. Height:	50 ft. (35 ft. within 100 ft. of all residential districts, 100 ft. when 500 ft. or more from residential districts)
Max. Floor Area Ratio:	0.50
Building Setbacks:	
<i>Front:</i>	35 ft.
<i>Rear:</i>	25 ft. (50 ft. if abutting a residential district)
<i>Side:</i>	25 ft. (50 ft. if abutting a residential district)

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

Permitted Uses

The I-1 / I-5 (Industrial District) zoning district is composed of lands and structures used primarily for the operation of general industrial uses.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code. Permitted uses include, but are not limited to, religious institutions, warehouses, offices, contractors storage and offices, food processing and packaging; woodchipping, mulching, and composting; textile manufacturing; garment manufacturing; manufacturing of furniture and fixtures; manufacturing of medicinal chemicals and botanical products; manufacturing of commercial and industrial machinery; motor vehicle assembly; boat manufacturing; aluminum recycling collection drop-off sites; community correction centers; juvenile correction homes; etc.

SPECIAL INFORMATION

Subject Property Analysis

The subject undeveloped property is located 5010 Young Pine Road; or generally on the west side of Young Pine Road, approximately 1.4 miles south of Curry Ford Road. Through this request, the applicant is seeking to rezone the property from A-2 (farmland Rural District) to I-1 / I-5 (Industrial District), with the intent to develop an outdoor storage facility.

This segment of Young Pine Road serves as transitional area between more densely developed single-family projects to the north and industrial areas to the south, including the Orange County landfill at the terminus of Young Pine Road. The industrial development trend is expected to continue.

Comprehensive Plan (CP) Amendment

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

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA; however, City of Orlando Planning Division staff was notified of the request, and provided no comments or objections.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is located within Airport Noise Zone "E". However, as a non-residential use, development would not be subject to restrictions stated in Orange County Code Article XV – "Airport Noise Impact Areas".

Environmental

Wetlands and surface waters are located on site and adjacent to the site. Prior to approval of any development plans or permit applications, the Environmental Protection Division (EPD) will require a completed Conservation Area Determination (CAD), and if encroachments are proposed, a Conservation Area Impact (CAI) Permit, consistent with Orange County Chapter 15, Article X Wetland Conservation Areas. Approval of this

request does not authorize any direct or indirect impacts to conservation areas or protective buffers.

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC).

This site is located nearby but outside of the geographical limits of the Econlockhatchee River Protection Ordinance, so the basin-wide regulations do not apply.

The Orange County Landfill is located approximately one mile to the east. Occasional odors have been an issue in this area.

This site is located within the boundaries of the Pinecastle Jeep Range, a former World War II demonstration range. The applicant should use caution in the event any unexploded ordinance or chemical residue is discovered during site studies, surveying or construction. As a general safety precaution, all site workers should be trained if any suspicious items are located. The workers should utilize the recommended three Rs: Recognize (the item may be dangerous), Retreat (and do not touch it), and Report (the location to the local Sheriff's office immediately).

Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

All development is required to treat stormwater runoff for pollution abatement purposes. Discharge that flows directly into wetlands or surface waters without pretreatment is prohibited. Furthermore, the site discharges into an impaired water body. Discharged stormwater runoff shall not degrade receiving surface water bodies below the minimum conditions established by state water quality standards (F.A.C. 17-302 and 17-40.420), per Orange County Code Section 30-520(5)e.

Transportation / Access

The proposed outdoor storage will generate more than 50 pm peak hour trips. Based on the Concurrency Management System database dated August 16, 2016, capacity is available to be encumbered for this project. The applicant will be required to submit a traffic study for review and approval by the Transportation Planning Division prior to obtaining an approved Capacity Encumbrance Letter (CEL).

Code Enforcement

There are no active Code Enforcement violations on the subject property.

Water / Wastewater / Reclaim

Water:	<u>Existing service or provider</u> Orange County Utilities	There is a 16-inch main in the Young Pine Road right of way abutting this property.
Wastewater:	Orange County Utilities	4-inch and 6-inch force mains are located in the Young Pine Road right of way approximately 1,300 feet north of this property
Reclaim Water:	Orange County Utilities	There are no reclaimed water mains in the vicinity of this property

Schools

Orange County Public Schools (OCPS) did not comment on this case, as this project does not impact school capacity.

Parks and Recreation

Orange County Parks and Recreation reviewed this request, but did not provide any objections.

Specific Project Expenditure Report and Relationship Disclosure Form

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

ACTION REQUESTED

Planning and Zoning Commission (PZC) Recommendation – (September 21, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested I-1 / I-5 (Industrial District) zoning, subject to the following restrictions:

1. New billboards and pole signs shall be prohibited;
2. A Type "B" buffer shall be used to separate commercial (C-2 and C-3) and industrial (I-1 / I-5) uses from all residential uses. The buffer shall be a minimum of twenty-five (25) feet wide, and must consist of a completely opaque feature such as a masonry wall, berm, planted and/or existing vegetation or any combination thereof. At a minimum, plantings must be four (4) feet high and seventy (70) percent opaque at planting and capable of attaining full height and opacity within three (3) years; and
3. The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate I-1 / I-5 uses.

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

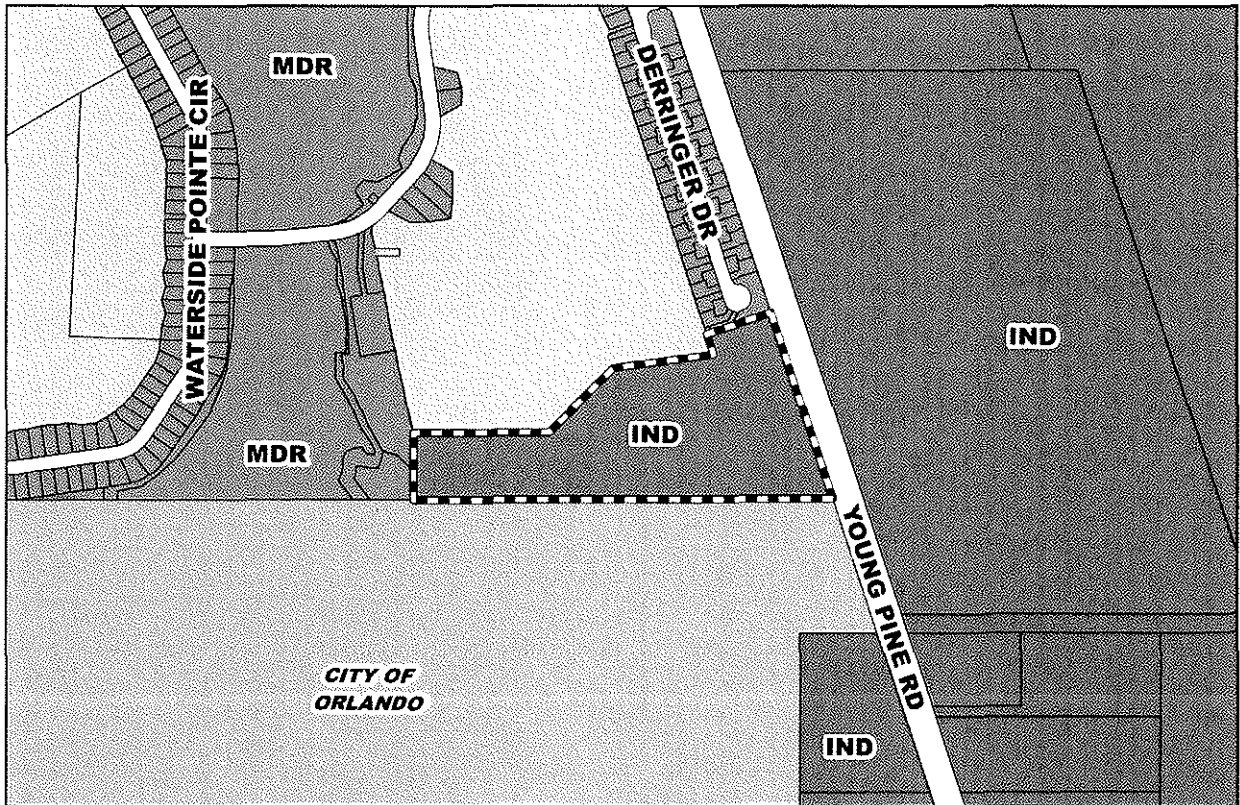
The staff report was presented to the PZC with the recommendation that they make a finding of Industrial District) zoning, subject to three (3) restrictions.

Staff indicated that three hundred thirty-six (336) notices were mailed to surrounding property owners within a buffer extending beyond 1,200 feet from the subject property, with nine (9) commentaries in opposition and none (0) received in support of the request. Staff also indicated that the City of Orlando had been notified of the request, but that no objections or concerns had been received. Finally, the applicant was present and expressed support for the staff recommendation.

Following brief discussion by the PZC, a motion was made by Commissioner Baldocchi to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the I-1 / I-5 (Industrial District) zoning, subject to three (3) restrictions. Commissioner Barrett seconded the motion, which was then carried on a 6-0 vote, with Commissioner Melwani abstaining due to a potential conflict.

Motion / Second	<i>Rick Baldocchi / Marvin Barrett</i>
Voting in Favor	<i>Rick Baldocchi, Marvin Barrett, Paul Wean, Jose Cantero, JaJa Wade, and James Dunn</i>
Voting in Opposition	<i>None</i>
Abstaining	<i>Yog Melwani</i>
Absent	<i>Pat DiVecchio and Tina Demostene</i>

RZ-16-09-033



Subject Property



★ Subject Property

Future Land Use Map

FLUM: Industrial (IND)

APPLICANT: Andy Bassler

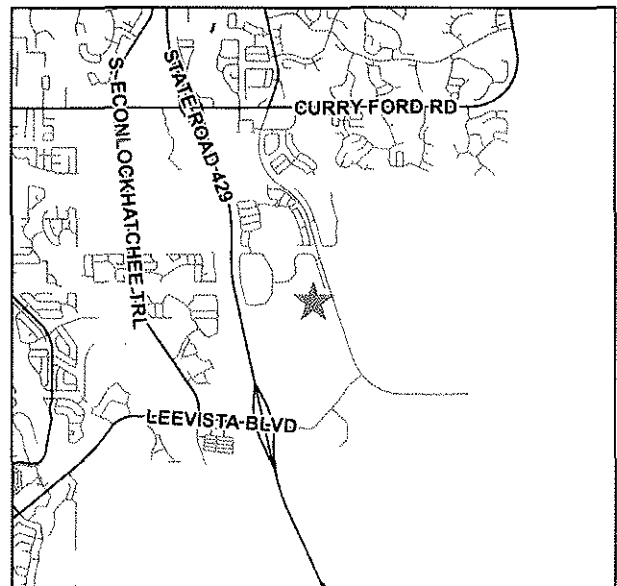
LOCATION: 5010 Young Pine Road; or generally located on the west side of Young Pine Road, approximately 1.4 miles south of Curry Ford Road

TRACT SIZE: 14.31 gross acres

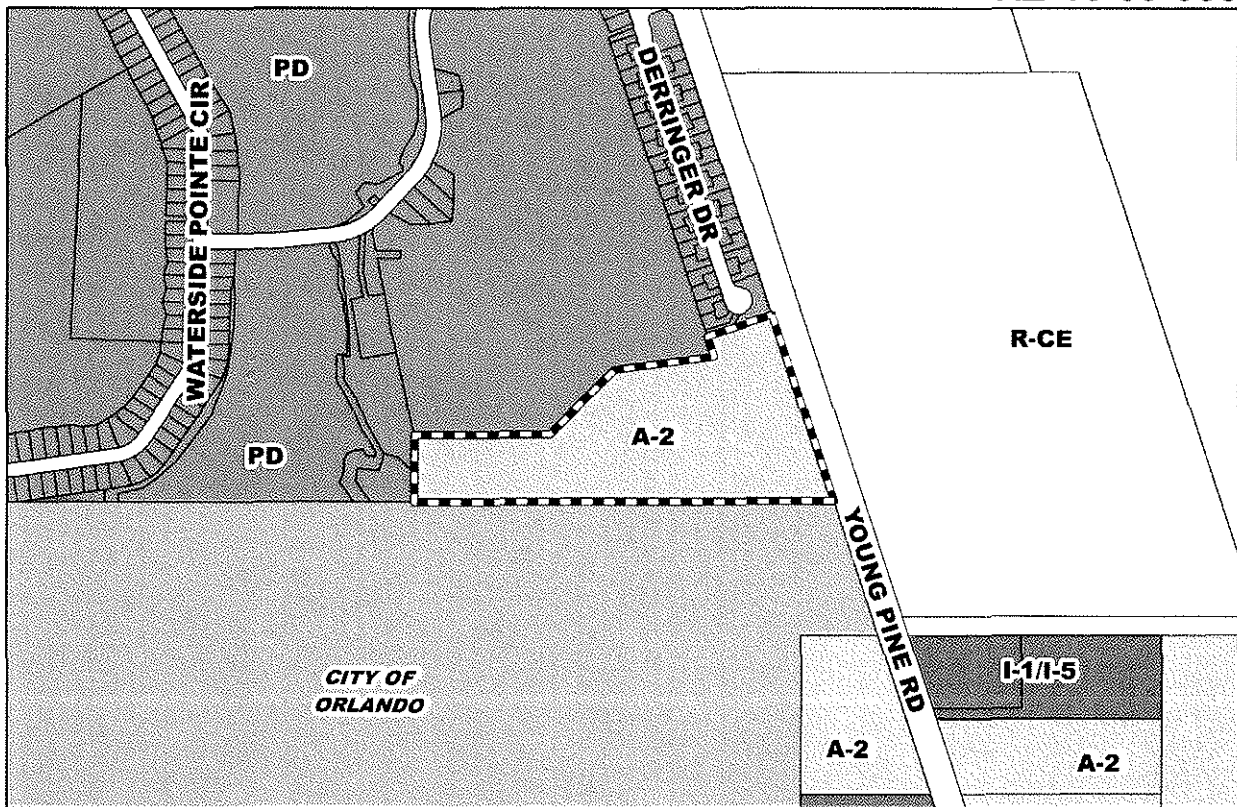
DISTRICT: # 4

S/T/R: 17/23/31

1 inch = 583 feet



RZ-16-09-033



Subject Property



Subject Property

Zoning Map

ZONING: A-2 (Farmland Rural District) to I-1/I-5 (Industrial District)

APPLICANT: Andy Bassier

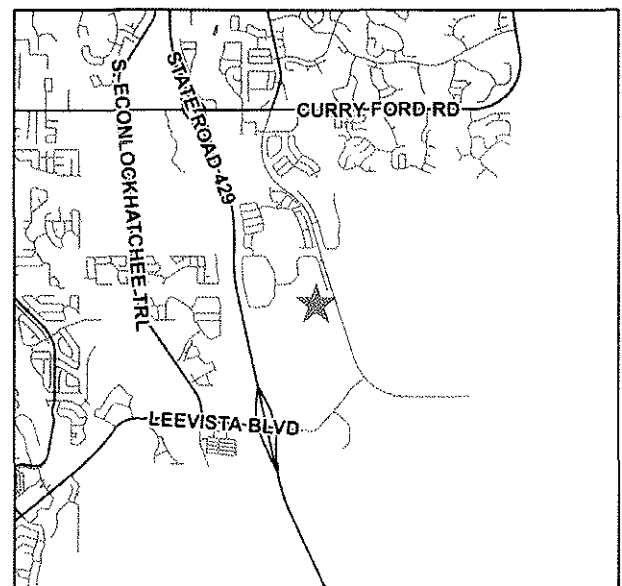
LOCATION: 5010 Young Pine Road; or generally located on the west side of Young Pine Road, approximately 1.4 miles south of Curry Ford Road

TRACT SIZE: 14.31 gross acres

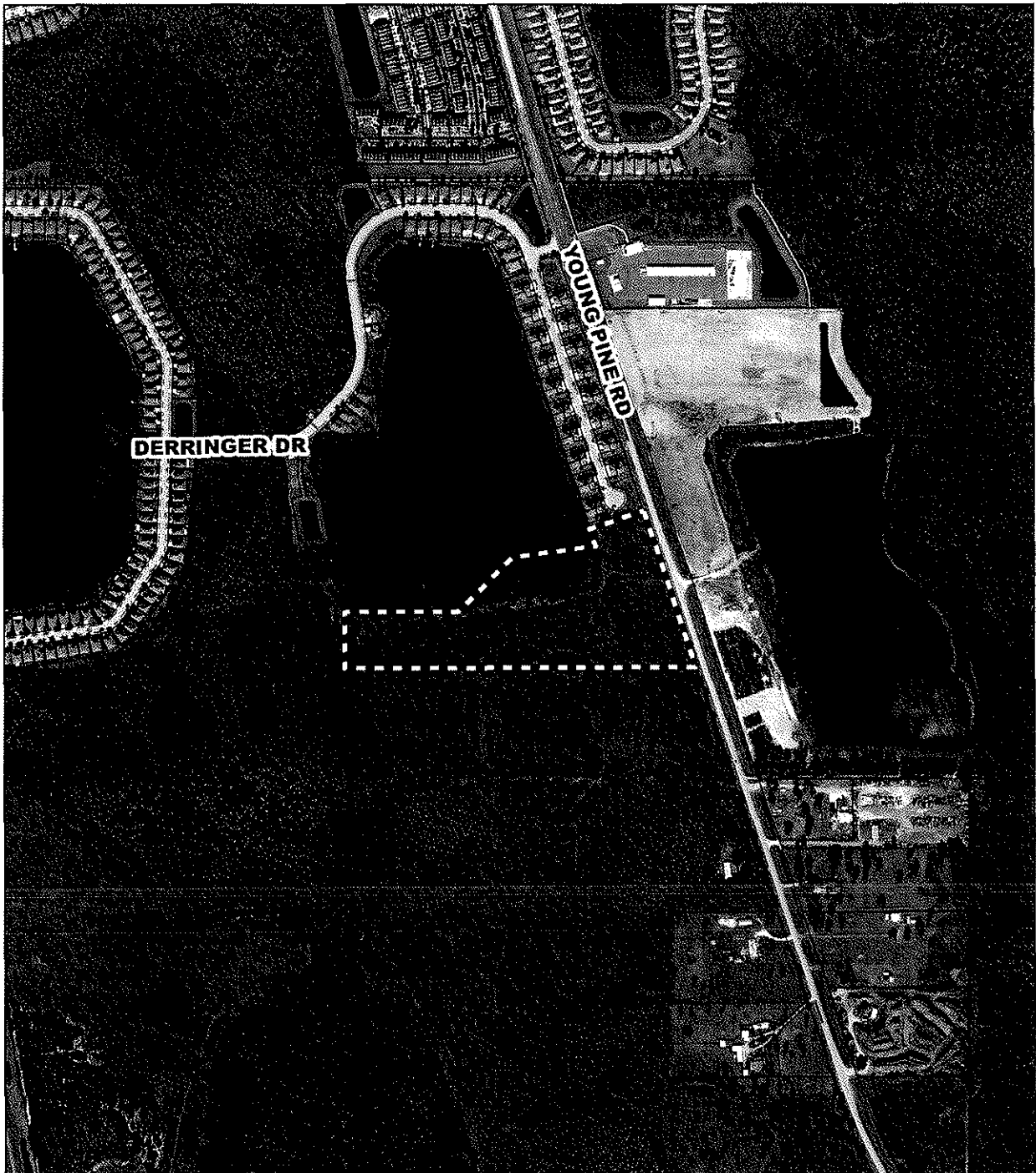
DISTRICT: # 4

S/T/R: 17/23/31

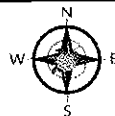
1 inch = 583 feet



RZ-16-09-033



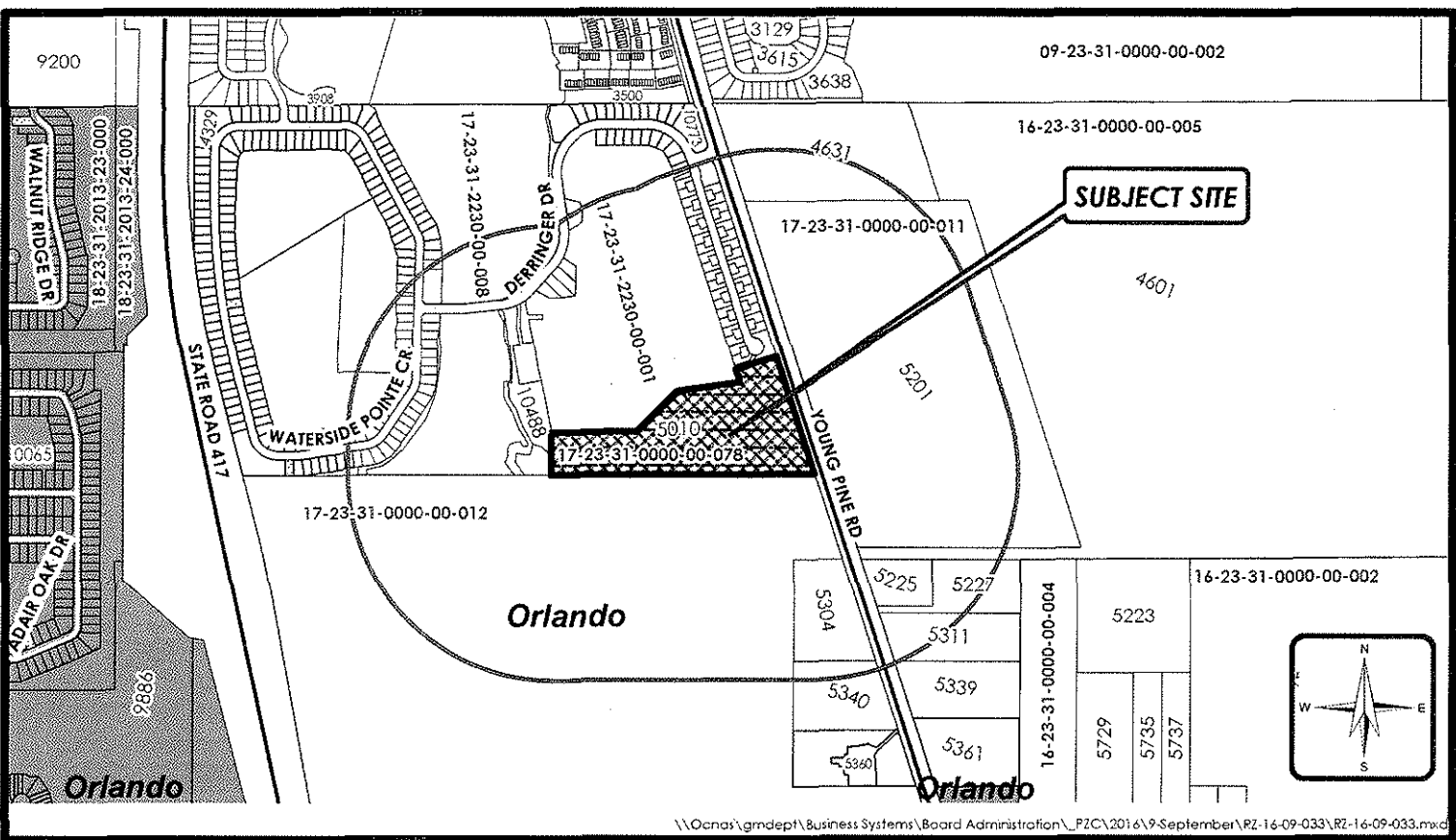
Subject Property



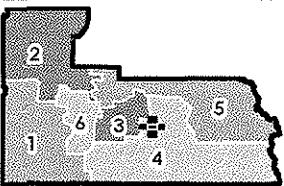
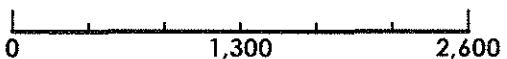
1 inch = 583 feet

Public Notification Map

1200 FT BUFFER, 336 NOTICES



1 inch = 833 feet
Feet



MAP LEGEND



SUBJECT



PARCELS

1200 FT BUFFER

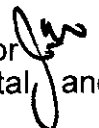
NOTIFIED PARCELS


COURTESY SELECTION



August 25, 2016

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

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

CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development Services
Department 
407-836-1405

SUBJECT: October 4, 2016 – Public Hearing
Shoreline Alteration/Dredge and Fill Permit Application for
Darryl and Abigail Hoffman (SADF-16-07-006)

The applicants, Darryl and Abigail Hoffman, are requesting a Shoreline Alteration/Dredge and Fill Permit to reconstruct an existing seawall on their property on Lake Killarney. The property is located at 21 Killarney Drive, in Orange County Commission District 5. The Parcel ID for the site is 02-22-29-2996-01-240.

Notification of the public hearing was sent to the property owners within five-hundred (500) feet of the project site.

On July 1, 2016, the applicants submitted a Shoreline Alteration/Dredge and Fill Permit Application. The applicants are proposing to construct a new 37-foot vinyl seawall immediately waterward of an existing concrete seawall. Rip rap and native aquatic plantings will be installed waterward of the replacement seawall.

Pursuant to Orange County Code, Chapter 33, Article IV, Environmental Protection Division (EPD) staff has evaluated the proposed Shoreline Alteration application and required documents.

There has been no enforcement action taken by EPD on the subject property.

Staff Recommendation

Approval of the Shoreline Alteration/Dredge and Fill Permit, subject to the following conditions:

Specific Conditions:

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.

2. Construction activities shall be completed in accordance with the 'Construction Plan' submitted by Streamline Permitting, Inc., dated as received on August 9, 2016, by the Environmental Protection Division (EPD). The permitted work must be commenced within six (6) months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void.
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. No filling can be performed except in the actual construction of the seawall. This permit does not authorize any dredging or filling which may be necessary to provide maintenance or creation of a navigable access from the boat ramp to the open water.
5. The planting must be implemented in accordance with the 'Planting Plan' submitted by Streamline Permitting, Inc., dated as received on August 3, 2016, by EPD. New plantings must be initiated within thirty (30) days of completion of the seawall. After one year, if 80% coverage of native species is not established, additional replanting will be required.
6. The permittee must install riprap at a 2 (Horizontal): 1 (Vertical) slope along the entire length of the seawall.
7. 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. Any future structures such as a boat dock must be located within this corridor.
8. A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
9. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.

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. 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.

11. 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.
12. 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.
13. 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 (60) days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
14. 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.
15. 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.

16. 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.
17. EPD shall 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. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. Pursuant to Section 125.022, Florida Statutes, issuance of this permit by the County Does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of this permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Page Five
October 4, 2016—Public Hearing
Shoreline Alteration/Dredge and Fill Permit Application for Darryl and Abigail Hoffman
(SADF-16-07-006)

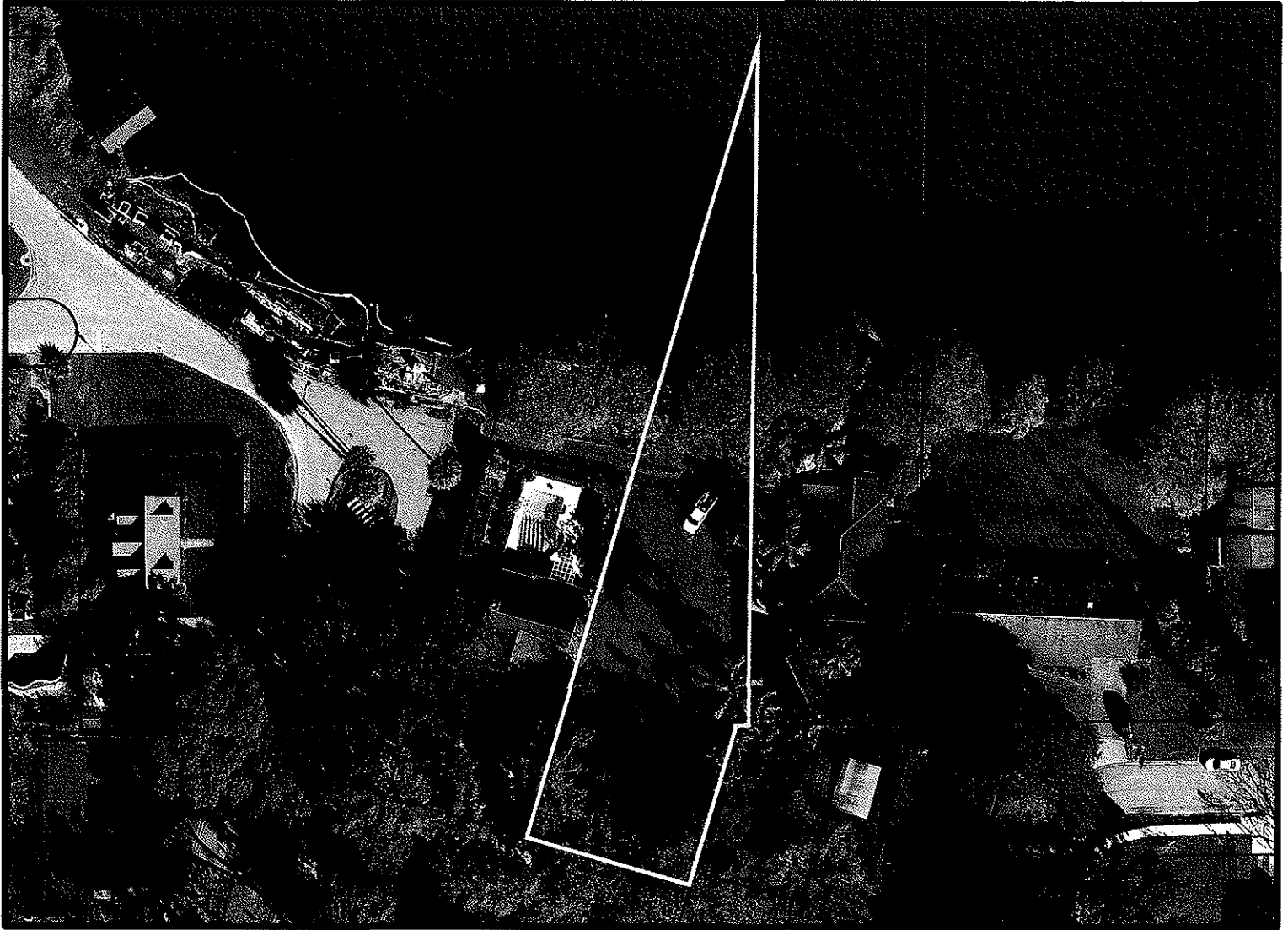
25. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

ACTION REQUESTED: Approval of Shoreline Alteration/Dredge and Fill Permit (SADF-16-07-006) for Darryl and Abigail Hoffman, subject to the conditions listed in the staff report. District 5

JW/LC: mg

Attachments

Shoreline Alteration/Dredge and Fill Permit Request



Shoreline Alteration/Dredge and Fill Permit Request

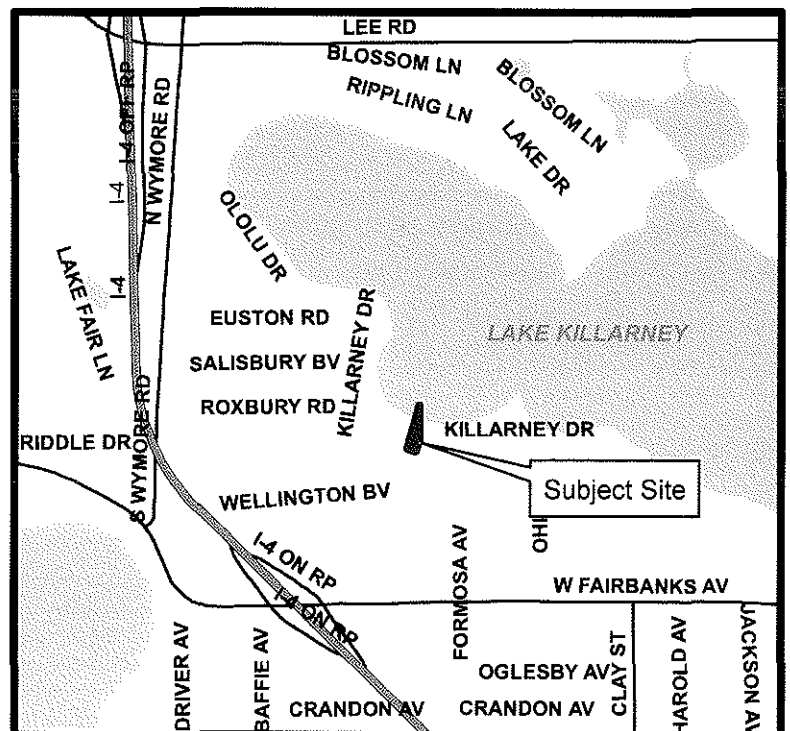
District #5

Applicant: Darryl and Abigail Hoffman

Parcel ID: 02-22-29-2996-01-240

Project Site

Property Location



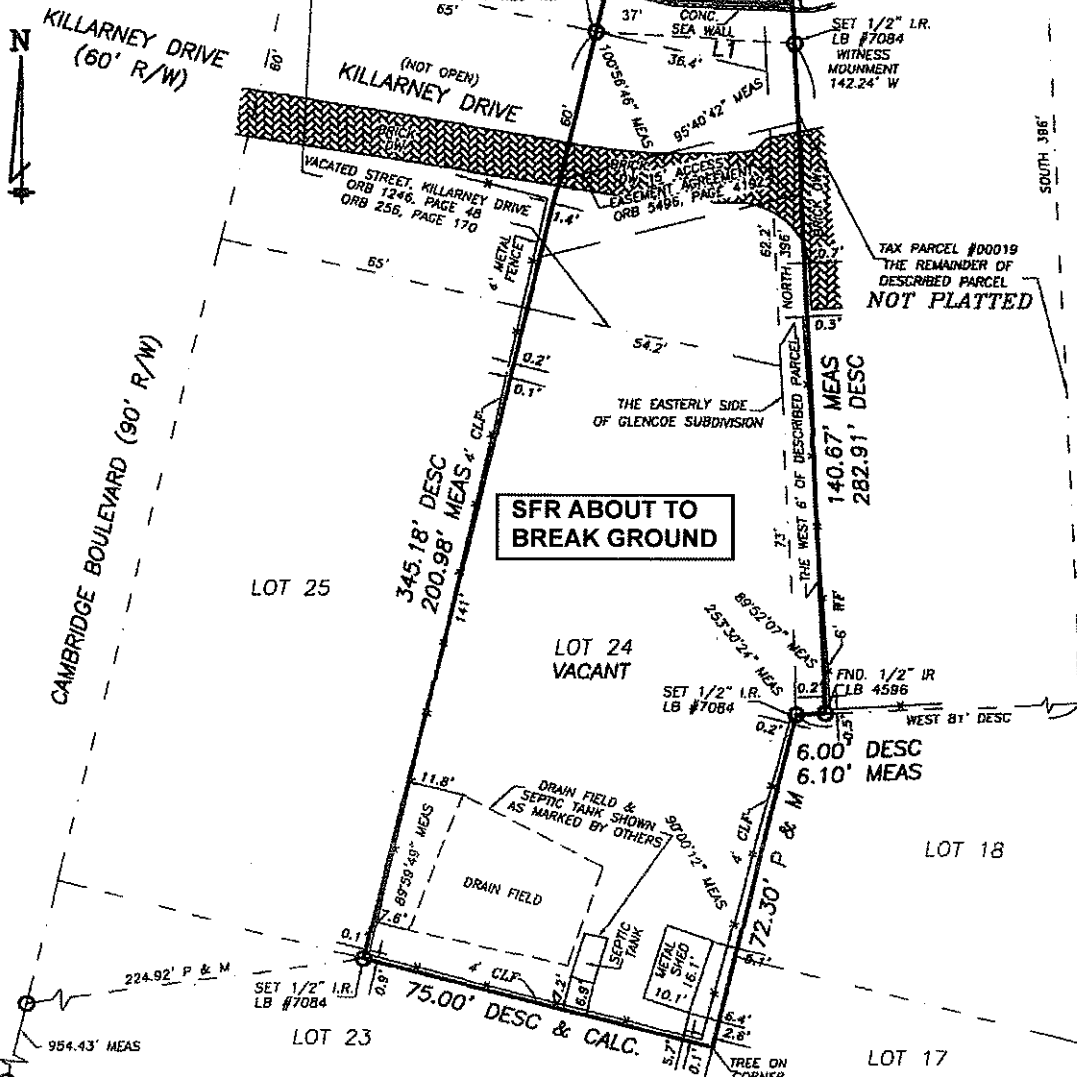
MAP OF SURVEY

SEE SHEET 2 FOR LEGAL DESCRIPTION
SHEET 1 OF 2
KILLARNEY DRIVE

HOFFMAN SITE PLAN
21 KILLARNEY DR
WINTER PARK

LINE CHART
LINE FOR SURVEY
L1 CLOSURE ONLY
41.36' MEAS

BENEFICIAL AQUATIC SPECIES SUCH
AS PICKERELWEED TO BE PLANTED
IN TWO ROWS - 2' APART



DT# OCL-132-BLKA-LOT24

NOTE: UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

BOUNDARY SURVEY CERTIFIED TO: SAMUEL JAMES ARTERBURN.

FIELD DATE: APRIL 2, 2015

SCALE: 1"=30' DRAWN BY: AP/AR

BEARING STRUCTURE BASED ON THE EAST RIGHT
OF WAY LINE OF CAMBRIDGE BOULEVARD.

THIS LOT IS IN FLOOD ZONE X&AL, BASED ON FLOOD INSURANCE RATE MAP, NO.120179 0235 F, ORANGE COUNTY, FLORIDA.

LEGEND	
PC - BACK OF CURB	IR - IRON ROD
CALC - CALCULATED	L - ARC LENGTH
E - CENTERLINE	LB - LICENSE BUSINESS
Δ - CENTRAL ANGLE	MEAS - MEASURED
CLF - CHAIN LINK FENCE	MS - METAL SHED
CONC - CONCRETE	N&O - NAIL & DISK
CBW - CONCRETE BLOCK WALL	# - NUMBER
CM - CONCRETE MONUMENT	ONE - OVERHEAD ELECTRICAL
CP - CONCRETE PAD	OL - ON LINE
CW - CONCRETE WALKWAY	POB - POINT OF BEGINNING
COVD - COVERED	POC - POINT OF COMMENCEMENT
DESC - DESCRIPTION	PC - POINT OF CURVATURE
DW - DRIVEWAY	PP - POWER POLE
DE - DRAINAGE EASEMENT	P&M - PLAT & MEASURED
ESWT - EASEMENT	R - RADIUS
E/F - EDGE OF PAVEMENT	R/W - RIGHT OF WAY
F&E - FINISHED FLOOR ELEVATION	TYP - TYPICAL
FND - FOUND	UE - UTILITY EASEMENT
IP - IRON PIPE	UB - UTILITY BOX
	WF - WOOD FENCE
	W - GUY WIRE ANCHOR

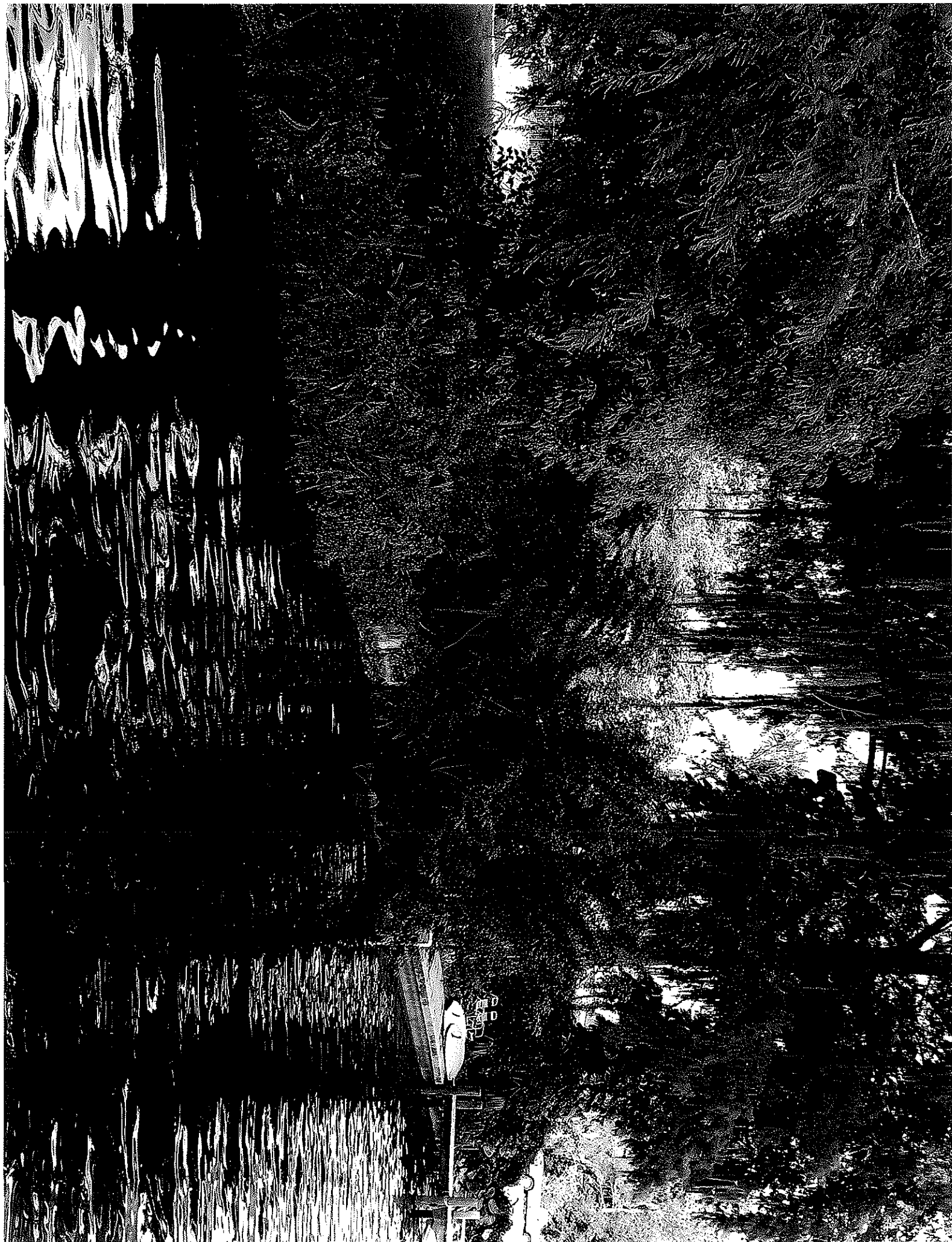
REVISITONS:

M.A.P.
Land Surveying, Inc.

4515 Curry Ford Rd.
Suite C
Orlando FL 32812
PH. 407 898 4557
FAX 407 277 3776

E-Mail: Maplandsurvey@cfi.rr.com LB #7084

Andrew Perry, P.S.M.
Professional Surveyor & Mapper #6124
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL, OR THE ELECTRONIC SIGNATURE AND SEAL
OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.





Interoffice Memorandum

August 25, 2016

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

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

CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development Services
Department
407-836-1405

SUBJECT: October 4, 2016 – Public Hearing
After-the-Fact Shoreline Alteration/Dredge and Fill Permit
Application for Ronald and Laura McCoy (SADF-16-07-007)

The applicants, Ronald and Laura McCoy, are requesting an After-the-Fact Shoreline Alteration/Dredge and Fill Permit to reconstruct an existing seawall on their property on a canal leading to Lake Sawyer. The property is located at 6518 Sawyer Shores Lane, in Orange County Commission District 1. The Parcel ID for the site is 24-23-27-7820-01-020.

Notification of the public hearing was sent out to the property owners within five-hundred (500) feet of the project site.

On June 8, 2016, the Environmental Protection Division (EPD) received a complaint that a seawall was being constructed at this property without a permit. The property owners have stated they were unaware that they needed a permit to replace an existing seawall. A Notice of Violation was issued and required that the property owners submit a Shoreline Alteration/Dredge and Fill Permit (SADF) Application. On July 20, 2016, EPD received a SADF application for the replacement seawall.

The applicants replaced a wooden seawall with a new vinyl seawall in the same location. Rip-rap and plantings are not requested due to navigational concerns in the canal.

Pursuant to Orange County Code, Chapter 33, Article IV, Environmental Protection Division staff has evaluated the proposed Shoreline Alteration application and required documents.

Issuance of this SADF permit, as well as the payment of a \$250 penalty to the Conservation Trust Fund, will bring the property into compliance.

Staff Recommendation

Approval of the Shoreline Alteration/Dredge and Fill Permit, subject to the following conditions:

Specific Conditions:

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the survey submitted by Ronald McCoy, dated as received on July 20, 2016, by the Environmental Protection Division (EPD).
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. No filling can be performed except in the actual construction of the seawall.
5. A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
6. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.

General Conditions:

7. 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.
8. 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.

9. 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.
10. 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 (60) days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
11. 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.
12. 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.
13. 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.

14. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
15. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. Pursuant to Section 125.022, Florida Statutes, issuance of this permit by the County Does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of this permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
22. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

ACTION REQUESTED: Approval of After-The-Fact Shoreline Alteration/Dredge and Fill Permit (SADF-16-07-007) for Ronald and Laura McCoy, subject to the conditions listed in the staff report. District 1

Shoreline Alteration/Dredge and Fill Permit Request



Shoreline Alteration/Dredge and Fill Permit Request

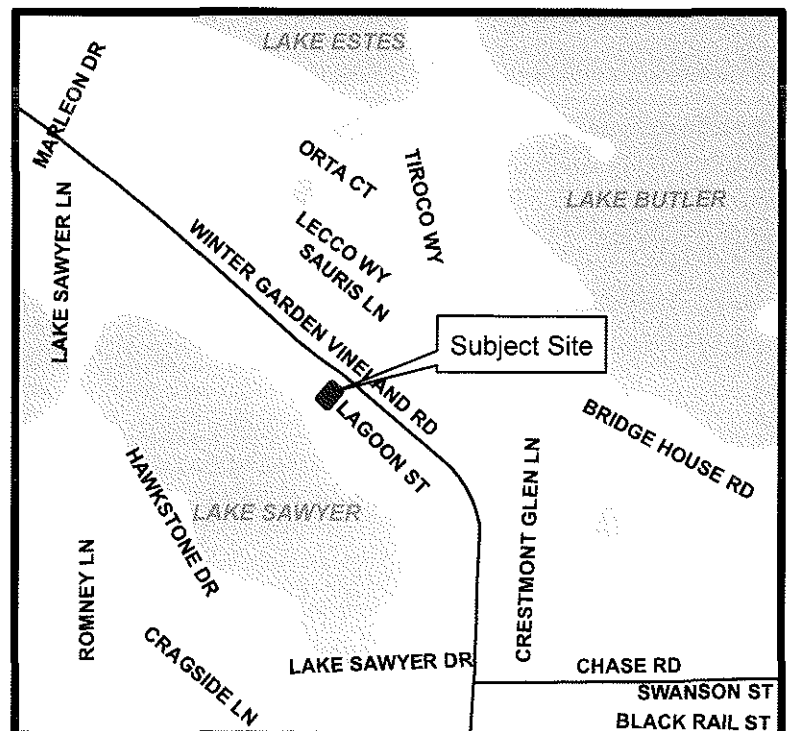
District #1

Applicant: Ronald and Laura McCoy

Parcel ID: 24-23-27-7820-01-020

Project Site

Property Location

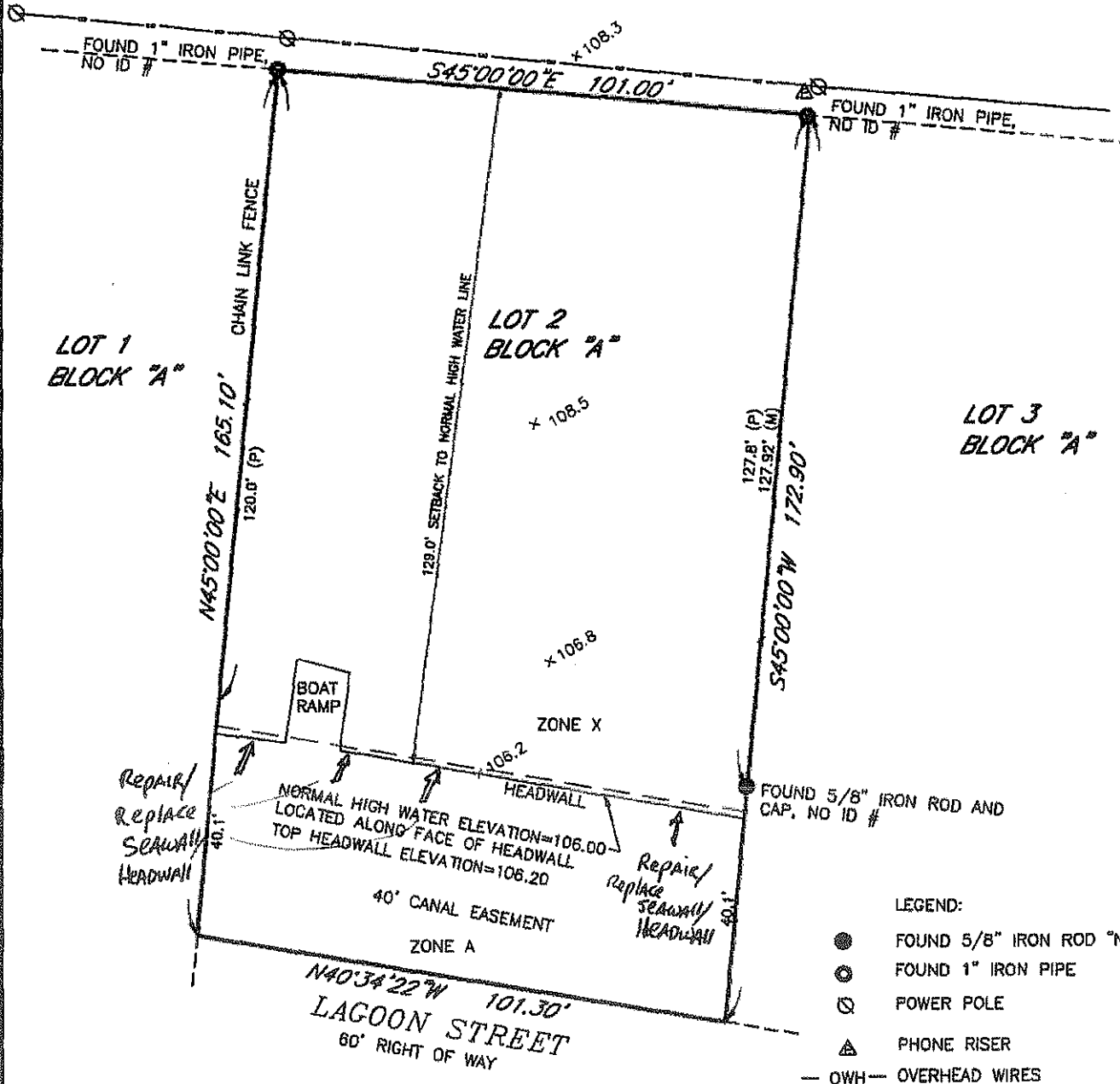


OCEPD JUL 20 2016 AM 10:5

SAWYER SHORES LANE

RIGHT OF WAY WIDTH VARIES

EDGE OF PAVEMENT



SURVEYOR'S REPORT:

1. THE SURVEYOR DID NOT PERFORM AN ABSTRACT OF TITLE, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
2. LEGAL PROVIDED BY CLIENT.
3. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS NOTED.
4. ELEVATIONS SHOWN AND NORMAL HIGH WATER ELEVATION BASED ON NGVD29 DATUM.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF SR 535 BEING S'45'00"E, AN ASSUMED BEARING.

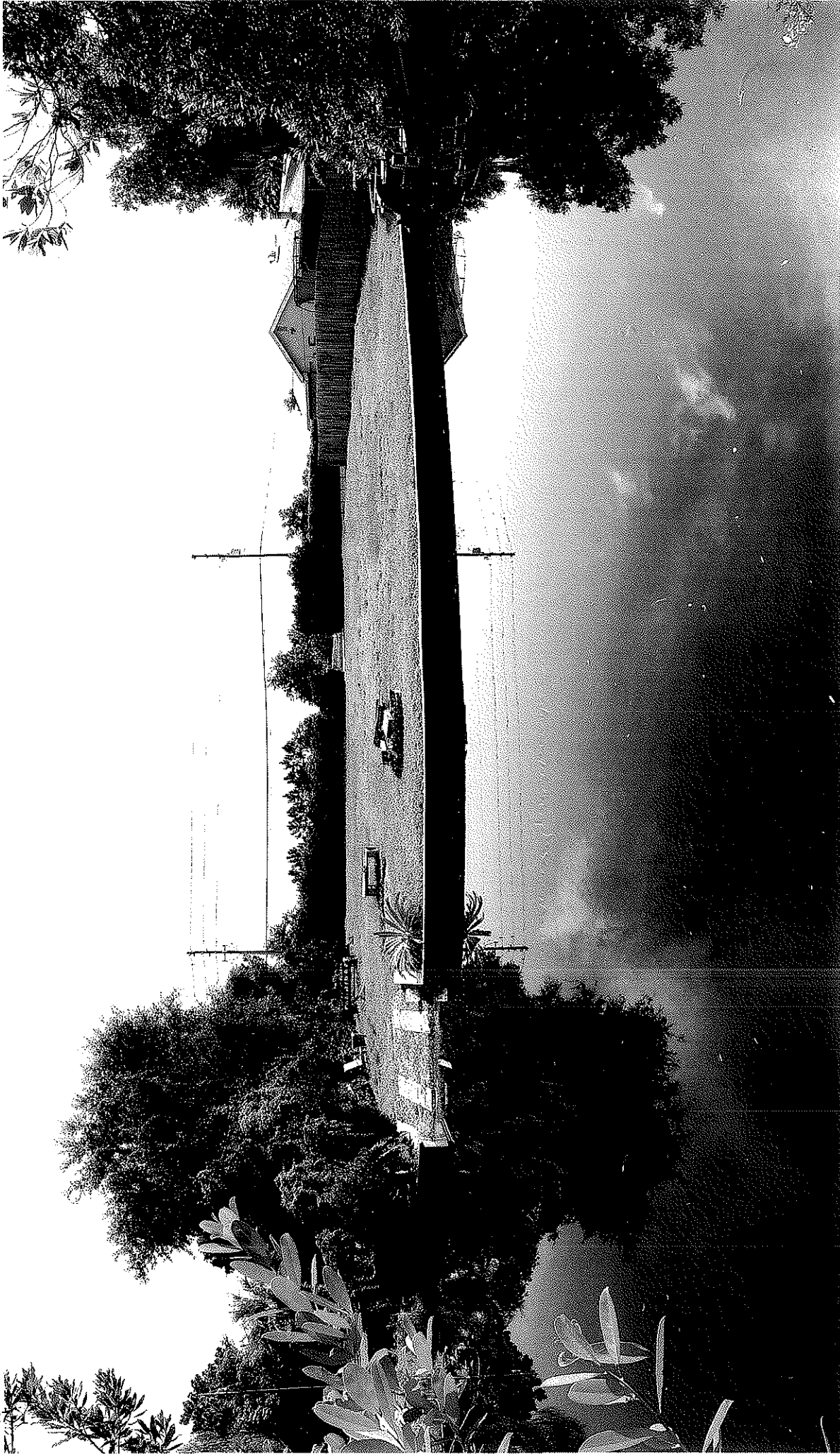
DATE: 1/10/2016

SCALE: 1" = 30'

CAL BY: SEB

DRAWN BY: SEB

JOB NO. 107001





Interoffice Memorandum

September 7, 2016

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: October 4, 2016 – Public Hearing
Applicant: Scott M. Gentry, Kelly, Collins & Gentry, Inc.
Hamlin PD / UNP / Hamlin North PSP / DP
Case #PSP-16-02-067

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of July 27, 2016, to approve the Hamlin Planned Development (PD) / Unified Neighborhood Plan (UNP) / Hamlin North Preliminary Subdivision Plan (PSP) / Development Plan (DP) to subdivide and construct 113 single-family residential attached and detached dwelling units on 31.81 gross acres.

This request also includes the following two (2) waivers from Orange County Code:

1. A waiver is requested from Sec. 34-152(C) to allow Lots T-77 through T-84 (as depicted on the Preliminary Subdivision Plan) to front a mew, park, open space, etc. in lieu of the 20 foot access to a dedicated public street.
2. A waiver is requested from Sec. 34-152(C) to allow access to the pump station tract, Tract LS-1, external to the subdivision and via an access easement in lieu of a 20 foot fee simple access to a dedicated public paved street.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Hamlin PD / UNP / Hamlin North Preliminary Subdivision Plan (PSP) / Development Plan (DP) dated "Received August 1, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/lme
Attachments

CASE # PSP-16-02-067

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of July 27, 2016, to approve the Hamlin Planned Development (PD) / Unified Neighborhood Plan (UNP) / Hamlin North Preliminary Subdivision Plan (PSP) / Development Plan (DP) to subdivide and construct 113 single-family residential attached and detached dwelling units on 31.81 gross acres.

This request also includes the following two (2) waivers from Orange County Code:

1. A waiver is requested from Sec. 34-152(C) to allow Lots T-77 through T-84 (as depicted on the Preliminary Subdivision Plan) to front a meadow, park, open space, etc. in lieu of the 20 foot access to a dedicated public street.
2. A waiver is requested from Sec. 34-152(C) to allow access to the pump station tract, Tract LS-1, external to the subdivision and via an access easement in lieu of a 20 foot fee simple access to a dedicated public paved street.

2. PROJECT ANALYSIS

- | | |
|-----------------------|---|
| A. Location: | North of New Independence Parkway / East of Hamlin Groves Trail |
| B. Parcel ID: | 17-23-27-2714-02-000 (a portion of) |
| C. Total Acres: | 31.81 |
| D. Water Supply: | Orange County Utilities |
| E. Sewer System: | Orange County Utilities |
| F. Schools: | Keene's Crossing ES – Capacity: 859 / Enrollment: 1,197
Bridgewater MS – Capacity: 1,176 / Enrollment: 1,374
West Orange HS – Capacity: 3,276 / Enrollment: 3,836 |
| G. School Population: | 48 |
| H. Parks: | West Beach Park – 8.7 Miles |
| I. Proposed Uses: | 113 Single-Family Residential Attached and Detached Dwelling Units |

J. Site Data: Single-Family Attached:
Maximum Building Height: 55' (4-stories)
Minimum Living Area: 1,000 Square Feet
Building Setbacks:
 10' Front
 0' Side
 14' Rear
 10' Side Street

Single-Family Detached:
Maximum Building Height: 45' (3-stories)
Minimum Living Area: 1,200 Square Feet
Building Setbacks:
 10' Front
 5' Side
 20' Rear
 10' Side Street

K. Fire Station: 35 - 7435 Winter Garden Vineland Road

L. Transportation: As proof of satisfaction of the project's transportation concurrency obligations, the project must comply with that certain Town Center East Road Network Agreement recorded at O.R. Book 10306, Page 1364, Public Records of Orange County, Florida. The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to plat approval. In addition, any Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

Additionally, the project shall comply with the terms and conditions of the Road Network Agreement for the Northerly Extension of Hamlin Groves Trail from New Independence Parkway to Tiny Road recorded at O.R. Book 10881, Page 2327, Public Records of Orange County, Florida.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of Village (V) and is located in the Horizon West Town Center with a Specific Area Plan (SAP) designation of CCM-1 (Corporate Campus Mixed Use District). The request is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development District) (Hamlin PD / UNP)

5. REQUESTED ACTION:

Approval subject to the following conditions:

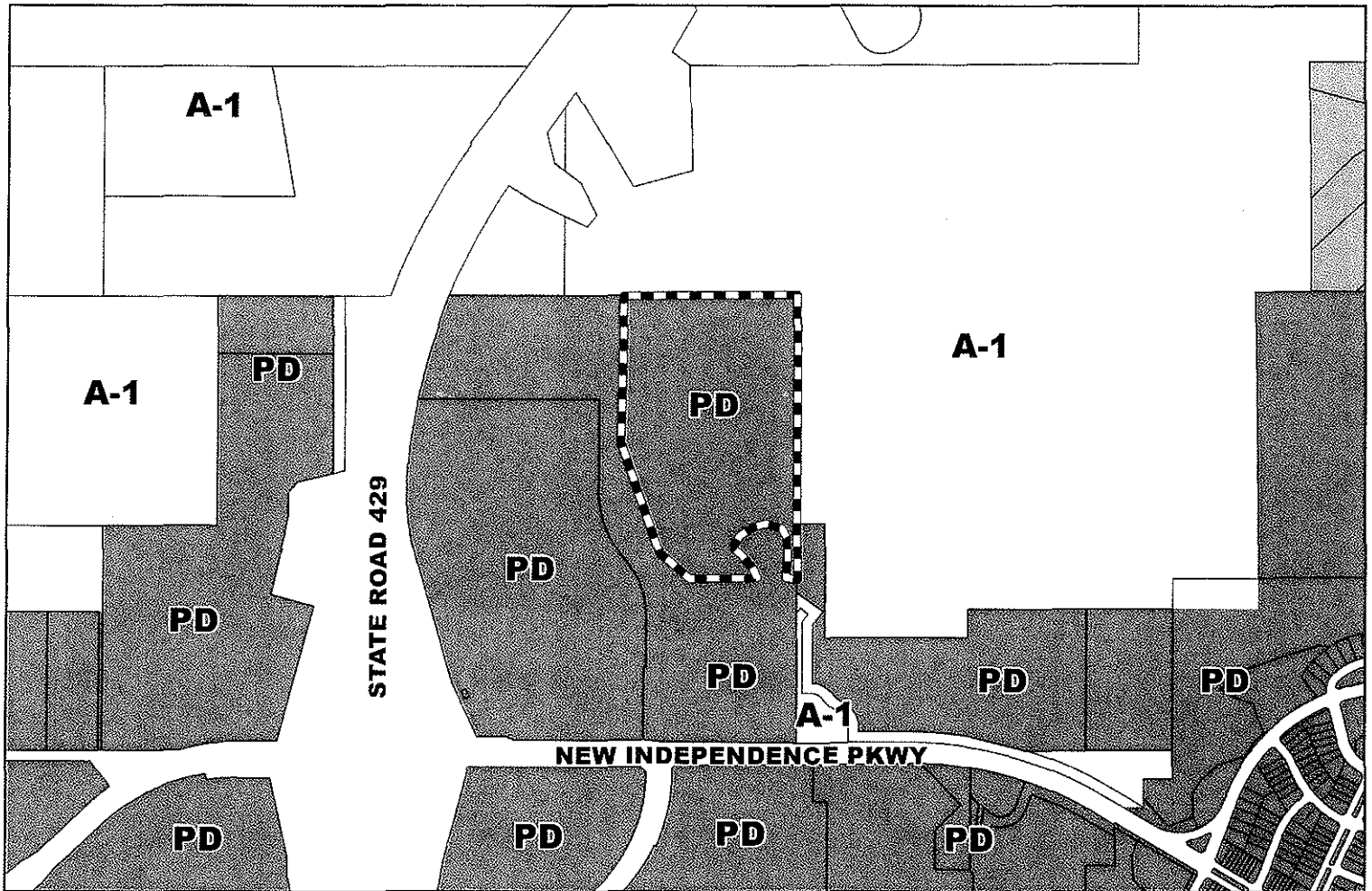
1. Development shall conform to the Hamlin PD Land Use Plan / UNP Unified Neighborhood Plan; Orange County Board of County Commissioners (BCC) approvals; Hamlin North Preliminary Subdivision Plan dated "Received August 1, 2016," and to the conditions of approval listed below. Development based upon this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

4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. The project shall comply with the terms and conditions of the road network agreement for the extension of Hamlin Groves Trail. (Road Network Agreement Northerly Extension of Hamlin Groves Trail from New Independence Parkway to Tiny Road, OR Book / Page 10881 / 2327)
7. As proof of satisfaction of the project's transportation concurrency obligations, the project must comply with that certain Town Center East Road Network Agreement recorded at O.R. Book 10306, Page 1364, Public Records of Orange County, Florida. The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to plat approval. In addition, any Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.
8. All home designs/types proposed for this PSP shall be submitted to the County for setback & architectural review a minimum of 90 days prior to model home requests and/or permitting.

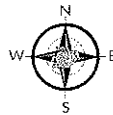
9. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.
10. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
11. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.
12. Prior to the issuance of any vertical building permits, the property shall be replatted, or as otherwise allowed by Orange County Code.
13. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.
14. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of any Construction Plan submittal and must be approved prior to Construction Plan approval for any streets and / or tracts anticipated to be dedicated to the County and / or to the perpetual use of the public.

15. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
16. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
17. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
18. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
19. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
20. Approval of this plan does not constitute approval of a permit for the construction of a boat dock, boardwalk, observation pier, fishing pier, community pier or other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall apply for an Orange County Dock Construction Permit. Application shall be made to the Orange County Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction prior to installation.

21. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
22. The plat and the Conditions, Covenants, and Restrictions (CC&Rs) for this project shall notify homeowners of the following: Homeowners own and maintain their individual water services which extend to their homes from public water meters. The privately-owned water services for the Lots numbered T-77 to T-84 on the PSP extend to these units through an HOA-owned tract. The owners of these lots shall be granted access to the HOA-owned tract for the purpose of maintaining their water services.
23. Where any public gravity main(s) will be located within alleyways, the distance from garage to garage must be a minimum of 38 feet. To meet this requirement, the Rear Setback for the Lots numbered T-1 to T-28 and T-71 to T-84 on the PSP shall be a minimum of 19 feet from the property line.
24. Any new street which is an extension of or in alignment with an existing street shall bear the same name as that borne by such existing streets.
25. A waiver from Sec 34-152 (C) is granted to allow Lots T-77 through T-84 (as depicted on the preliminary subdivision plan) to front a mew, park, open space, etc. in lieu of the 20 foot access to a dedicated public paved street.
26. A waiver from Sec 34-152 (C) is granted to allow access to the pump station tract, Tract LS-1, external to the subdivision and via an access easement in lieu of a 20 foot fee simple access to a dedicated public paved street.
27. All infrastructure located external to PSP shall be completed prior to Certificate of Completion.
28. Easements external to the PSP, shall be dedicated to the County prior to Certificate of Completion.
29. Lots immediately adjacent to the skewed line on the western edge of the PSP shall maintain the required setbacks.



Subject Property



Subject Property

Zoning

ZONING: PD (Planned Development District)
(Hamlin PD / UNP)

APPLICANT: Kelly, Collins & Gentry, Inc.

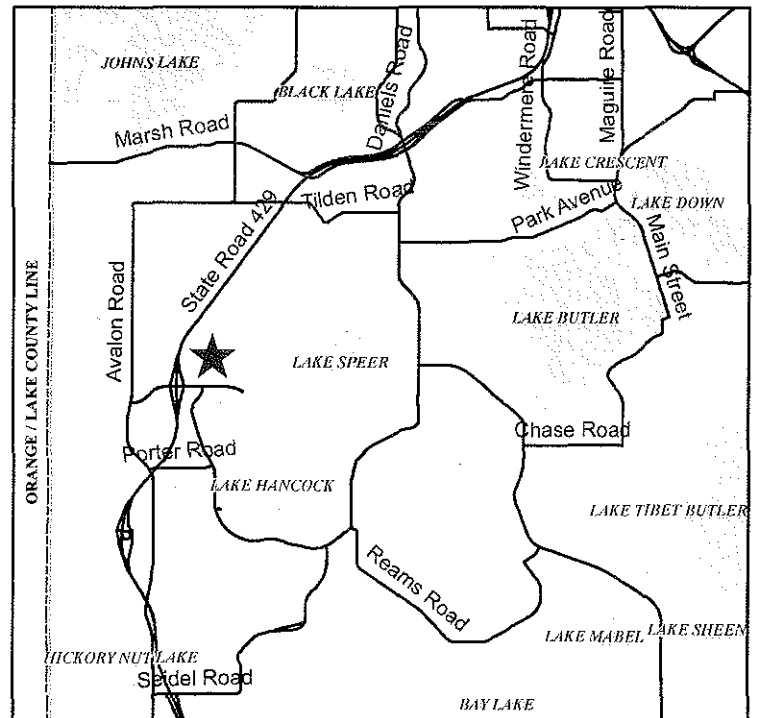
LOCATION: North of New Independence Pkwy. /
East of Hamlin Groves Trl.

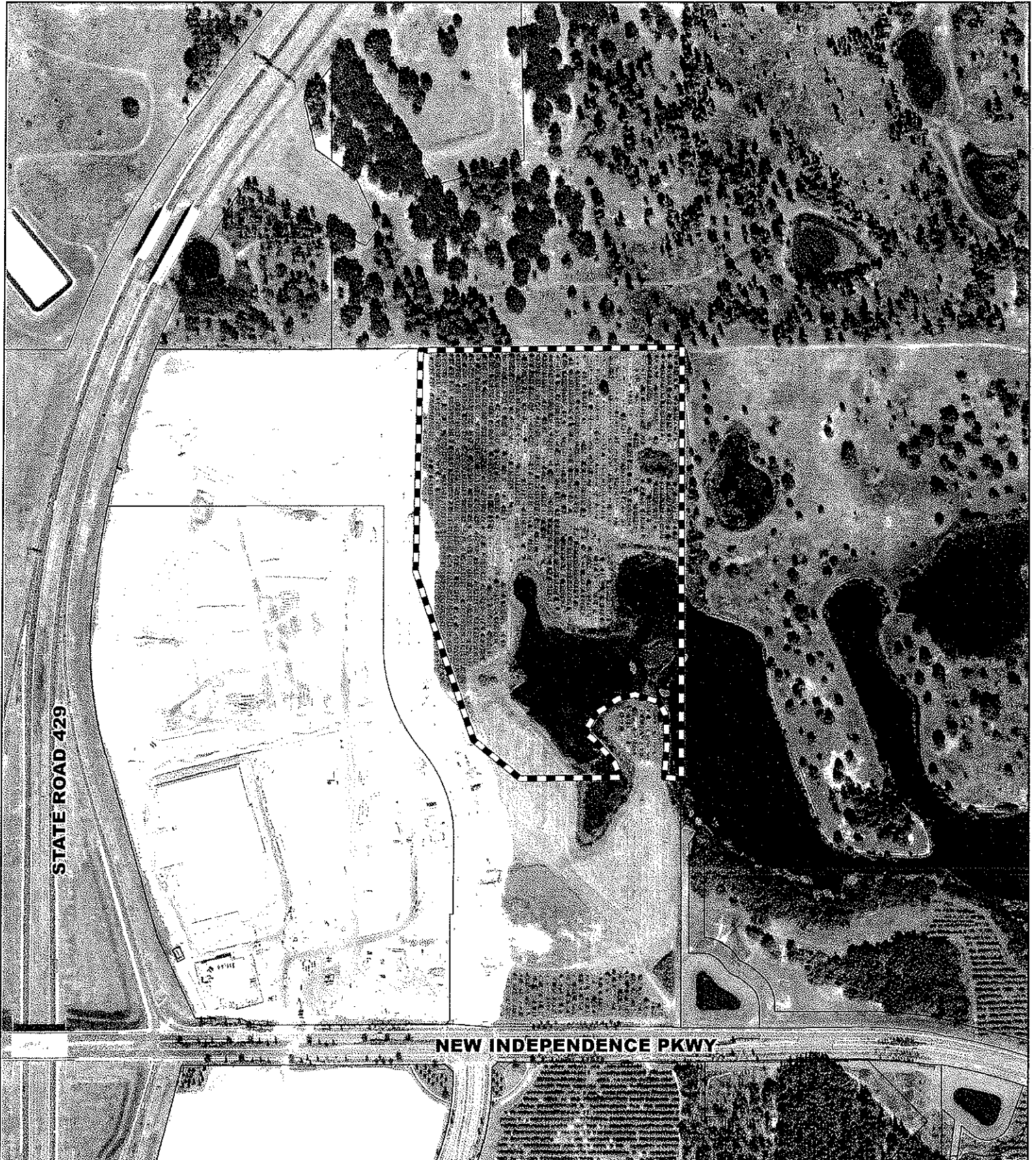
TRACT SIZE: 31.81

DISTRICT: #1

S/T/R: 17/23/27

1 inch = 1,000 feet





Hamlin PD / UNP / Hamlin North PSP - Aerial



 Subject Property

1 inch = 500 feet

GENERAL/MISCELLANEOUS

EXISTING USE:	AGRICULTURE
EXISTING VEGITATION:	ORANGE GROVES
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL
ZONING:	PLANNED DEVELOPMENT (PD)

SITE DATA

TOTAL PSP AREA:	31.81 AC
RIGHT OF WAY:	4.60 AC
LAKE AREA:	8.40 AC
WETLAND AREA:	0.04 AC
CONSERVATION AREA:	1.45 AC
NET DEVELOPABLE AREA:	21.92 AC
GROSS DEVELOPABLE AREA:	23.37 AC

LOTS / UNITS:

SINGLE FAMILY (DETACHED)	29
TOWN HOMES (ATTACHED)	84
TOTAL:	113 LOTS / UNITS
DENSITY:	5.16 UNITS / AC

EXISTING WETLANDS:	0.04 AC
WETLANDS TO REMAIN:	0.04 AC
STORMWATER MANAGLMENT AREA:	2.79 AC

SCHOOLS

SCHOOL AGE CHILDREN:	BASED ON LOT COUNT OF 113	
ELEMENTARY:	113 X 0.196 =	22 CHILDREN
MIDDLE SCHOOL:	113 X 0.100 =	11 CHILDREN
HIGH:	113 X 0.134 =	15 CHILDREN

ADEQUATE PUBLIC FACILITIES (APF) COMPLIANCE

THE APF OBLIGATION FOR ALL PARCELS WITHIN THE HAMLIN PD/UNP HAS BEEN SATISFIED PURSUANT TO PARAGRAPH 7.0 ON SHEET 12 OF THE HAMLIN PD/UNP AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON FEBRUARY 10, 2015. SAID OVERALL PD/UNP APF CALCULATION RESULTED IN A APF SURPLUS FOR THE HAMLIN PD/UNP OF 11.78 AC.

OPEN SPACE

SEE SHEET C 3.0

LOT / BUILDING CRITERIA**SINGLE FAMILY (DETACHED)**

SETBACKS (MINIMUMS)	PROVIDED:	REQUIRED:
FRONT:	10'	10' (PER SEC. 38-1390.51, TABLE 4-1)
CORNER/ STREET SIDE:	10'	10' (PER SEC. 38-1390.51, TABLE 4-1)
SIDE:	5'	5' (PER SEC. 38-1390.51, TABLE 4-1)
REAR:	20'	20' (PER SEC. 38-1390.51, TABLE 4-1)
DRIVEWAY:	1'	1' (PER SEC. 38-1390.54)
LOT WIDTH:	50.1	32' (PLR SLC. 38-1385.8)
LOT DEPTH:	118' (MIN)	100' (PER SEC. 38-1390.54)
TOTAL LOT AREA:	191,228 SF	
TOTAL LOTS:	29 LOTS	
AVERAGE LOT AREA:	6,594 SF	3,200 SF (PER SEC. 38-1385.8)
MAX LOT COVERAGE: ¹	65 %	65% (PER SEC. 38-1385.8)
MIN. LIVING AREA:	1,200 SF	1,200 SF (PER SEC. 38-1385.8)
BUILDING MAX HEIGHT:	45' (3 STORIES)	45' (PER SEC. 38-1385.8)
GARAGE MAX HEIGHT: ²	22' / 30'	22' / 30' (PLR SLC. 38-1390.54)

1. The area of a front porch is not included in the calculation of lot coverage.

2. Twenty-two (22) feet or thirty (30) feet with living area over garage.

NOTE: WHERE THE STANDARDS ABOVE OR 38-1390.51 ARE SILENT, STANDARDS 38-1385.8 WILL APPLY.

**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: NTS

Date: 8/09/2016

S: 20 T: 23 R: 27

Job # : 1154.000

Drawn by: GPR

Appvd. by: JAB

**HAMLIN NORTH SUBDIVISION
HAMLIN PD / UNP**

Exhibit: SITE DATA

Source: PSP-16-02-067

Area: ORANGE COUNTY

2 of 6

TOWNHOMES (ATTACHED)**ATTACHED - SETBACKS (MINIMUMS)**

	PROVIDED:	REQUIRED:
FRONT:	10'	10' (PER SEC. 38-1390.51, TABLE 4-1)
CORNER/ STREET SIDE:	10'	10' (PER SEC. 38-1390.51, TABLE 4-1)
SIDE:	0'	0' (PER SEC. 38-1390.51, TABLE 4-1)
REAR: ¹	14' / 19'	14' (PLR SLC. 38-1390.51, TABLE 4-1)
END UNIT:	5'	5' (PER SEC. 38-1390.51, TABLE 4-1)
DRIVELWAY:	1'	1' (PLR SLC. 38-1390.55)

LOT WIDTH:	24' (MIN)	16' (PER SEC. 38-1387.1)
LOT DEPTH:	114.5' (MIN)	110' (PER SEC. 38-1390.55)
TOTAL LOT AREA:	292,093 SF	
TOTAL LOTS:	84 LOTS	
AVERAGE LOT AREA:	3,477 SF	
MAX LOT COVERAGE: ²	75 %	75% (PER SEC. 38-1387.1)
MIN. LIVING AREA:	1,000 SF	1000 SF (PER SEC. 38-1387.1)

BUILDING MAX HEIGHT:	55' (4 STORIES)	55' (PLR SLC. 38-1387.1)
GARAGE MAX HEIGHT: ³	22' / 30'	22' / 30' (PER SEC. 38-1387.1)
MIN. BUILDING SEPARATION:	20'/45'	20'/45' (PER SEC. 38-1390.55)

1. Rear setbacks for townhome lots T-1 to T-2B & T-21 to T-24 increased to 19' to meet min. 38' garage to garage separation per O.C. requirements.

2. The area of a front porch is not included in the calculation of lot coverage.

3. Twenty-two (22) feet or thirty (30) feet with living area over garage

LIGHTING

SITE LIGHTING SHALL COMPLY WITH ARTICLE XVI OF ORANGE COUNTY CODE.

SIGNAGE

SIGNAGE SHALL COMPLY WITH HORIZON WEST VILLAGE CENTER STANDARDS FOR RESIDENTIAL DEVELOPMENT, UNTIL SUCH TIME THAT A MASTER SIGN PLAN INCLUDING THIS PSP IS ADOPTED, IN WHICH CASE SIGNAGE SHALL BE IN ACCORDANCE WITH THE ADOPTED MASTER SIGN PLAN.

SOILS

CANDLER FINE SAND, 0 TO 1% SLOPES	18.2%
CANDLER FINE SAND, 0 TO 5% SLOPES	3.50%
CANDLER FINE SAND, 5 TO 12% SLOPES	54.30%
IMMOKALEE FINE SAND	22.10%
WATER	1.90%
	100.00%

FLOOD PLAIN

ZONE X; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
FROM FIRM MAP NUMBER 12095C0375F and 12095C03880F, REVISED SEPTEMBER 25, 2009

PHASING

PROJECT WILL BE DEVELOPED IN A SINGLE PHASE.

CONSERVATION AREA

AN ORANGE COUNTY CONSERVATION AREA DETERMINATION CAD-11-08-036 WAS COMPLETED THAT INCLUDED THIS PROJECT SITE. AN ORANGE COUNTY CONSERVATION AREA IMPACT CAI-14-05-016 WAS APPROVED ON 8/18/2014. THIS PLAN WILL COMPLY WITH ALL RELATED PERMIT CONDITIONS OF APPROVAL.

RECREATION AREA**REQUIRED RECREATION AREA PER O.C. CODE 38-1253**

3.1 PERSONS PER SINGLE FAMILY RESIDENCE X	113 UNITS =	350 POPULATION
2.5 AC RECREATION AREA PER 1000 POPULATION X	350 PEOPLE =	0.88 ACRES
PROVIDED RECREATION AREA:		1.23 ACRES*

*REFER TO LANDSCAPE PLANS FOR RECREATION AREA LOCATION AND GROUP TYPE.

**KELLY,
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OWNERSHIP/MAINTENANCE

ROADWAYS	PUBLIC:	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
STORMWATER TRACTS	PUBLIC:	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY WITH USE AGREEMENT TO ALLOW HOA ABILITY TO MAINTAIN FOR AESTHETIC PURPOSES
RECREATION AREA	PRIVATE:	TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION
DRAINAGE EASEMENTS	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION WITH EASEMENT GRANTED TO ORANGE COUNTY
UTILITY EASEMENTS	PUBLIC	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION WITH EASEMENT GRANTED TO ORANGE COUNTY
WATER, WASTEWATER, & RECLAIMED WATER	PUBLIC:	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY UTILITIES
OPEN SPACE	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION
LAKE HARTLEY	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION
CONSERVATION AREA EASEMENT	PRIVATE:	TO BE OWNED BY PROPERTY OWNER'S ASSOCIATION WITH EASEMENT GRANTED TO ORANGE COUNTY
LIFT STATION TRACT:	PUBLIC:	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
PARK TRACTS P-1 & P-2:	PRIVATE:	TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION

WAIVER REQUESTS:

1. A WAIVER FROM SECTION 34-152(C) TO ALLOW LOTS T-77 THROUGH T-84 ONLY (AS DEPICTED ON THE PRELIMINARY SUBDIVISION PLAN) WHICH FRONT A COMMUNITY MEW, PARK OR OPEN SPACE TO BE EXEMPT FROM THE REQUIRED MINIMUM ACCESS AND EASEMENT REQUIREMENTS, IN LIEU OF THE REQUIREMENT FOR EACH LOT AND TRACT INTERIOR TO THE SUBDIVISION TO HAVE A MINIMUM ACCESS WIDTH OF TWENTY (20) FEET TO A DEDICATED PUBLIC PAVED STREET AND LOTS SHALL NOT BE APPROVED WITH ACCESS BY ANY TYPE OF EASEMENT.

JUSTIFICATION: THIS REQUEST WILL ALLOW IMPROVED URBAN DESIGN AND STREETScape BY ALLOWING THE FRONTS OF THE BUILDINGS TO FACE THE MEW WHICH WILL BE VISIBLE FROM HAMLIN GROVE TRAIL IN LIEU OF THE REAR ALLEY FACING HAMLIN GROVE TRAIL OR THE ADJACENT LAKE FRONT.

2. WAIVER: ACCESS EASEMENT TO THE LIFT STATION TRACT WILL BE PROVIDED IN LIEU OF 20' FEE SIMPLE ACCESS REQUIRED BY SEC 34-152(C).

JUSTIFICATION: THIS ACCESS WILL BE DIRECTLY FROM HAMLIN GROVES TRAIL WHICH WILL PROVIDE BETTER ACCESS FOR MAINTENANCE AND AN IMPROVED SUBDIVISION LAYOUT.

NOTES:

1. IN ACCORDANCE WITH SECTION 38-1227, ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BCC ARE INVALID.
2. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF A PERMIT FOR THE CONSTRUCTION OF A BOAT DOCK, BOARDWALK, OBSERVATION PIER, FISHING PIER, COMMUNITY PIER OR OTHER SIMILAR PERMANENTLY FIXED OR FLOATING STRUCTURE CAPABLE OF USE FOR VESSEL MOORING AND OTHER WATER-DEPENDENT RECREATIONAL ACTIVITIES. ANY PERSON DESIRING TO CONSTRUCT THESE TYPES OF STRUCTURES WITHIN COUNTY IN WATER, WETLANDS, WETLAND BUFFER AREAS, OR ON A SHORELINE SHALL APPLY FOR AN ORANGE COUNTY DOCK CONSTRUCTION PERMIT PRIOR TO CLEARING AND INSTALLATION. APPLICATION SHALL BE MADE TO THE ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION AS SPECIFIED IN ORANGE COUNTY CODE CHAPTER 15 ENVIRONMENTAL CONTROL, ARTICLE IX DOCK CONSTRUCTION.
3. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF A PERMIT FOR A BOAT RAMP FACILITY. ANY PERSON DESIRING TO CONSTRUCT A BOAT RAMP WITHIN ORANGE COUNTY SHALL FIRST APPLY FOR A PERMIT PRIOR TO INSTALLATION.

TRACT / EASEMENT TABLE

TRACT ID	AREAS (AC)				DESCRIPTION
	OPEN SPACE	IMPERVIOUS (NON-OPEN SPACE)	STORMWATER	TOTAL	
P-1	0.66			0.66	PARK TRACT ¹
P-2	0.98	0.34		1.32	PARK TRACT ¹
OS-1	0.91			0.91	OPEN SPACE TRACT
OS-2	0.19	0.02		0.21	OPEN SPACE TRACT
OS-3	0.24	0.06		0.30	OPEN SPACE TRACT
C-1	1.09			1.09	CONSERVATION EASEMENT
C-2	0.36			0.36	CONSERVATION EASEMENT
LS-1		0.04		0.04	LIFT STATION TRACT
SW-1			2.79	2.79	STORMWATER TRACT
W 1		8.40			LAKE HARTLEY
TOTAL	4.43	8.86	2.79	7.68	

1. REFER TO LANDSCAPE PLANS FOR RECREATION AREA LOCATION AND GROUP TYPE.

**KELLY,
COLLINS &
GENTRY, INC.**

ENGINEERING / PLANNING

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HAMLIN PD / UNP**

Exhibit: SITE DATA
Source: PSP-16-02-067
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4 of 6

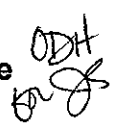


Interoffice Memorandum

September 22, 2016

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

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

CONTACT PERSON: John Smogor, Chairman 
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: October 4, 2016 – Public Hearing
Ben Snyder, Hickory Nut, LLC
Avalon Cove Planned Development (PD)
Case # LUP-15-07-193 / District 1

The proposed Avalon Cove PD contains 67.08 gross acres, and is located 10150 Avalon Road; or generally on the west side of Avalon Road / C.R. 545, immediately south of Seidel Road. The property is also located within the Village H Specific Area Plan (SAP) of Horizon West, and is designated Estate District on the SAP Recommended Land Use Plan.

Through this request, the applicant is seeking to rezone the subject parcel from A-1 (Citrus Rural District) to PD (Planned Development District) in order to construct 49 single-family residential lots / units. Per the requirements of Orange County Code Chapter 30, Article XIV ("APF/TDR Ordinance"), the PD is also subject to an Adequate Public Facilities (APF) Agreement to address how the project's proportionate share of 2.58 APF acres will be satisfied. Due to the absence of APF lands within the project boundary, and consistent with Code Section 30-714(d), the applicant has agreed to pay a fee to the County equal to the value of the ratio of required APF lands established by the Village H Specific Area Plan (SAP). That fee is identified in the proposed APF Agreement, and was based on the average fair market value of land within the Village H SAP, as established by an independent appraiser. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

The Avalon Cove PD received recommendations of approval from the Development Review Committee (DRC) and Planning and Zoning Commission (PZC) on July 27, 2016 and August 18, 2016, respectively. As summarized in the staff report, a community meeting was also held on March 17, 2016.

Finally, the required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan (CP) and approve the Avalon Cove Planned Development / Land Use Plan (PD/LUP) dated "Received July 8, 2016", subject to the conditions listed under the PZC Recommendation in the Staff Report. District 1

Attachments

GENERAL INFORMATION

APPLICANT	Ben Snyder, Hickory Nut, LLC
OWNER	Hanover Hickory Nut, LLC
PROJECT NAME	Avalon Cove Planned Development (PD)
HEARING TYPE	Planned Development / Land Use Plan (PD / LUP)
REQUEST	A-1 (Citrus Rural District) to PD (Planned Development District) <i>A request to rezone one (1) parcel containing 67.08 gross acres from A-1 to PD, in order to construct 49 single-family residential lots with detached dwelling units.</i>
LOCATION	10150 Avalon Road; or generally located on the west side of Avalon Road / C.R. 545, immediately south of Seidel Road.
PARCEL ID NUMBER	08-24-27-0000-00-002
TRACT SIZE	67.08 gross acres / 19.6 net developable acres
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 1,500 feet [<i>Chapter 30-40(c)(3)(a) of Orange County Code requires 300 feet</i>]. Eighty-eight (88) notices were mailed to those property owners in the mailing area. A community meeting was also held on Thursday March 17, 2016 (refer to Community Meeting Summary below).
PROPOSED USE	Forty-nine (49) single-family residential lots with detached dwelling units.

STAFF RECOMMENDATION

Development Review Committee (DRC) – July 27, 2016

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Avalon Cove Planned Development / Land Use Plan (PD/LUP), dated "Received July 8, 2016", subject to the following conditions:

1. Development shall conform to the Avalon Cove Planned Development / Land Use Plan (PD / LUP) dated "Received July 8, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or

modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received July 8, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
7. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan (PSP) with a tree removal and mitigation plan have been approved by Orange County.
8. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
9. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and/or Development Plan (DP) submittal.
10. The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan (PSP) submittal. In addition, each subsequent PSP must show a legend with trip allocations by parcel identification number and phase of the development.
11. The project contains 49 unvested units that are subject to the County's school capacity policy (a/k/a the "Martinez Doctrine".) The developer has acquired school capacity credits established under the Capacity Enhancement Agreement by and between D.R. Horton and the School Board dated 8/18/2006 (CEA #05-030). The number of school capacity credits equals or exceeds the number of unvested units. The Developer shall comply with all provisions of CEA #05-030.
 - a. Upon the County's receipt of written notice from OCPS that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any unvested units. The County may again begin issuing building permits upon Orange County Public Schools'

written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement.

- b. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the cessation of the County's issuance of residential building permits resulting from such notification from OCPS. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of Developer's rights. Orange County shall be held harmless by the Developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the Developer and OCPS over any interpretation or provision of the Capacity Enhancement Agreement.
 - c. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
12. Prior to construction plan approval, all property owners within Village H, excluding public entities, shall be required to sign an agreement between the parties, addressing their proportionate share of funds for the costs of the offsite and onsite master utilities, sized to Village H requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
13. The Developer shall obtain water, reclaimed water, and wastewater service from Orange County Utilities.
14. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
15. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Village F & H Master Utility Plan (MUP).

IMPACT ANALYSIS

Land Use Compatibility

The applicant is seeking to rezone the subject parcel from A-1 (Citrus Rural District) to PD (Planned Development District) in order to construct 49 single-family residential lots /

units. The proposed development program would allow for land uses that are compatible with surrounding projects and would not adversely impact any adjacent properties.

Comprehensive Plan (CP) Consistency

The property has an underlying Future Land Use Map (FLUM) designation of Village (V) and is designated Estate District (ED) on the Village H Specific Area Plan (SAP). The proposed use is consistent with this designation and applicable CP provisions, which include – but are not limited to - the following goals, objectives and policies:

GOAL FLU4 (Horizon West) states that it is Orange County's goal to ensure sustainable, quality development in Southwest Orange County to allow a transition from rural to urban uses while protecting environmental quality.

OBJ FLU4.1 states that Orange County shall use a Village Land Use Classification to realize the long range planning vision for West Orange County created through the Horizon West planning process. The Village land use classification has been designed to address the need to overcome the problems associated with and provide a meaningful alternative to the leap-frog pattern of sprawl now occurring in western Orange and eastern Lake County; create a better jobs/housing balance between the large concentration of employment in the tourism industry and the surrounding land uses; create a land use pattern that will reduce reliance on the automobile by allowing a greater variety of land uses closer to work and home; and, replace piecemeal planning that reacts to development on a project by project basis with a long range vision that uses the Village as the building block to allow the transition of this portion of Orange County from rural to urban use through a specific planning process that uses a creative design approach to address regional, environmental, transportation, and housing issues.

FLU4.1.9 states that until and unless an SAP is approved by the Orange County Board of County Commissioners, the property in the Village Land Use Classification shall maintain the future land use designation existing prior to the Village Land Use Classification Amendment (e.g. Rural: 1 dwelling unit per 10 acres, Conservation, Rural Settlement), except for those projects that are vested. All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the Village Land Use Classification shall be reviewed on a case-by-case basis for the effects of such development approval on adopted or future SAPs. Once an SAP is adopted by the Board of County Commissioners, all applications for development approval (i.e. lot splits, special exceptions, variances) under the existing zoning shall be evaluated for compatibility with the adopted SAP.

OBJ FLU4.6 states that the design principles of the Horizon West planning process shall be implemented through adoption of the Village Development Code.

FLU4.6.1 states that the density shown on the Village Land Use Plan for any particular Village Planned Development may be increased or decreased in conjunction with the requirements of the Transfer of Development Rights Ordinance adopted by Orange County for the area designated on the Orange County Comprehensive Plan as "Village," subject to meeting the density requirements of FLU4.1.4 for each neighborhood and subject to approval by the Board of County Commissioners on a case-by-case basis.

FLU4.6.2 states that all development within the boundary of an adopted SAP shall

comply with the provisions of the Village Planned Development of the Orange County Code and the Planned Development District processing and site development regulations. Where the performance standards in the Village Development Code conflict with said regulations, the Village Development Code shall govern.

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

FLU8.2.1 states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

Community Meeting Summary

A community meeting was held on Thursday, March 17, 2016, at Keene's Crossing Elementary School, with approximately ten (10) residents in attendance. Residents were primarily supportive of the request, with only questions about the type and style of proposed homes.

SITE DATA

Existing Use	Undeveloped Land / Planted Pine Trees
Adjacent Zoning	N: PD (Planned Development District – Waterleigh PD) (2013) E: PD (Planned Development District – Waterleigh PD) (2013) A-1 (Citrus Rural District) (1957) No Zoning (Reedy Creek Improvement District) W: PD (Planned Development District – Waterleigh PD) (2013) S: PD (Planned Development District – Waterleigh PD) (2013)
Adjacent Land Uses	N: Hickory Nut Lake / Single-Family Residential E: Citrus / Undeveloped Land / Avalon Road Right of Way W: Hickory Nut Lake / Undeveloped Land S: Unnamed Lake / Citrus / Undeveloped Land

APPLICABLE PD DEVELOPMENT STANDARDS

Minimum Lot Width:	75 feet / or 85 feet for corner lots (<i>as proposed</i>)
Minimum Average Lot Area:	8,625 square feet (<i>as proposed</i>)
Maximum Building Height:	45 feet / 3 stories

Minimum Living Area:	1,500 square feet
Open Space:	7.5% of net developable area

Minimum Building Setbacks

Front:	20 feet; 10 feet for front porch
Rear:	25 feet
Side / Side Street:	5 feet / 10 feet
Lake Normal High Water Elevation:	50 feet

SPECIAL INFORMATION

Subject Property Analysis

The applicant is seeking to rezone the 67.08-acre subject property from A-1 (Citrus Rural District) to PD (Planned Development District) in order to construct 49 single-family residential lots with detached dwelling units.

Comprehensive Plan (CP) Amendment

The property has an underlying Future Land Use Map (FLUM) designation of Village (V) and a Village H Specific Area Plan (SAP) designation of Estate District (ED) which provides for a residential density range of 2.0 – 2.5 units per net developable acre. With 49 proposed units and a density of 2.5 units per acre, the request is consistent with the Estate District and all other applicable CP / SAP provisions; therefore, a CP amendment is not required.

Adequate Public Facilities (APF)

Per the requirements of Orange County Code Chapter 30, Article XIV ("APF/TDR Ordinance"), the Avalon Cove PD will be subject to an APF Agreement addressing how the project's proportionate share of 2.58 APF acres will be satisfied. Due to the absence of APF lands within the project boundary, and in lieu of conveying such lands to the County, Code Section 30-714(d) allows the developer to pay a fee to the County equal to the value of the ratio of required APF lands established by the Village H Specific Area Plan (SAP). In this case, and as addressed in the APF Agreement, the fee would be based on the average fair market value of land within the Village H SAP as established by an independent appraiser. Upon approval by the BCC, the Agreement will also be recorded in the Public Records of Orange County, Florida.

Transfer of Development Rights (TDR)

With 1.27 acres of wetlands, the subject property yields a supply of 0.44 Transferable Development Rights (TDR) credits, which could be used to increase or decrease required density within this or other Village H developments. However, with no use of TDR credits proposed, a TDR Agreement is not required at this time.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

Environmental

There are wetlands and surface waters located on site, including a portion of Hickory Nut Lake. Orange County Conservation Area Determination CAD-15-02-022 was issued for this project on June 10, 2015.

All conservation areas and their protective upland buffer shall be designated as conservation tracts or conservation easements according to the applicable section of Orange County Code Section 34-152(f)(1).

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (FWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC). The listed species survey report dated October 4, 2012 indicated that there are gopher tortoises located on site and that a sand skink coverboard survey may be required.

This property has a prior agricultural use that may have resulted in petroleum spills, agricultural related contamination, and fertilizer, pesticide or herbicide spillage. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading or construction plans, the applicant shall provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection and Development Engineering Divisions.

Transportation / Concurrency

As proof of satisfaction of the project's transportation concurrency obligations, and in compliance with that certain Village H Road Network Agreement recorded at O.R. Book 10525, Page 6172, Public Records of Orange County, Florida, the developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan/Development Plan submittal. In addition, the Preliminary Subdivision Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

Avalon Road (CR 545): A Village H Horizon West Road Network Agreement for C.R. 545 among Orange County and D.R. Horton, Inc. ("DRHI"); Avalon Properties, Ltd. ("Avalon"); Horizon West Properties ("HWP"); HAP, Inc. ("HAP"); Titan Western Beltway, LLC ("Titan"); Hanover Hickory Nut, LLC, ("Hanover"); Zanzibar Properties, LLC ("Zanzibar"); and Seidel West I, LLC ("Seidel"). DRHI, Avalon, HWP, HAP, Titan, Hanover, Zanzibar, and Seidel are collectively referred to herein as "Signatory Owners" was approved by the Board of County Commissioners on 2/12/2013 and recorded at OR

Book/Page 10525/6172. The Village H Horizon West Road Network Agreement provides for the dedication of right-of-way, design, engineering, permitting, mitigation and construction of C.R. 545 to four lanes in four phases according to specific trip allocations and performance thresholds. Concurrency Vesting shall be provided pursuant to Table 1 based on achieved thresholds of the road improvements. Conveyance shall be by general warranty deed at no cost to the County prior to each phase of roadway construction. The Signatory Owners will receive Road Impact Fee Credits in Road Impact Fee Zone 4 for the lesser of (a) 95% of the actual, reasonable unreimbursed sums incurred by Signatory Owners for permitting, design, mitigation, inspection and construction expense exclusive of enhanced landscaping and street lighting or (b) 60% of the countywide average total cost of road construction per lane mile. This agreement was negotiated based on the approved Horizon West Global Road Term Sheet.

Water / Wastewater / Reclaim

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

Schools

In support of this project, the applicant has processed Capacity Enhancement Agreement (CEA #05-030 T4) with Orange County Public Schools (OCPS).

Parks and Recreation

Orange County Parks and Recreation staff reviewed the request, but did not identify any issues or concerns.

Code Enforcement

No code enforcement, special magistrate or lot cleaning issues on the subject property have been identified.

Specific Project Expenditure Report and Relationship Disclosure Forms

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

ACTION REQUESTED

Planning and Zoning Commission (PZC) Recommendation – (August 18, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Avalon Cove Planned Development / Land Use Plan (PD/LUP), dated "Received July 8, 2016", subject to the following conditions:

1. Development shall conform to the Avalon Cove Planned Development / Land Use Plan (PD / LUP) dated "Received July 8, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that

any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received July 8, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of)

development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
7. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan (PSP) with a tree removal and mitigation plan have been approved by Orange County.
8. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
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 - a. Upon the County's receipt of written notice from OCPS that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any unvested units. The County

may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement.

- b. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the cessation of the County's issuance of residential building permits resulting from such notification from OCPS. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of Developer's rights. Orange County shall be held harmless by the Developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the Developer and OCPS over any interpretation or provision of the Capacity Enhancement Agreement.
 - c. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
12. Prior to construction plan approval, all property owners within Village H, excluding public entities, shall be required to sign an agreement between the parties, addressing their proportionate share of funds for the costs of the offsite and onsite master utilities, sized to Village H requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
13. The Developer shall obtain water, reclaimed water, and wastewater service from Orange County Utilities.
14. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
15. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Village F & H Master Utility Plan (MUP).

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

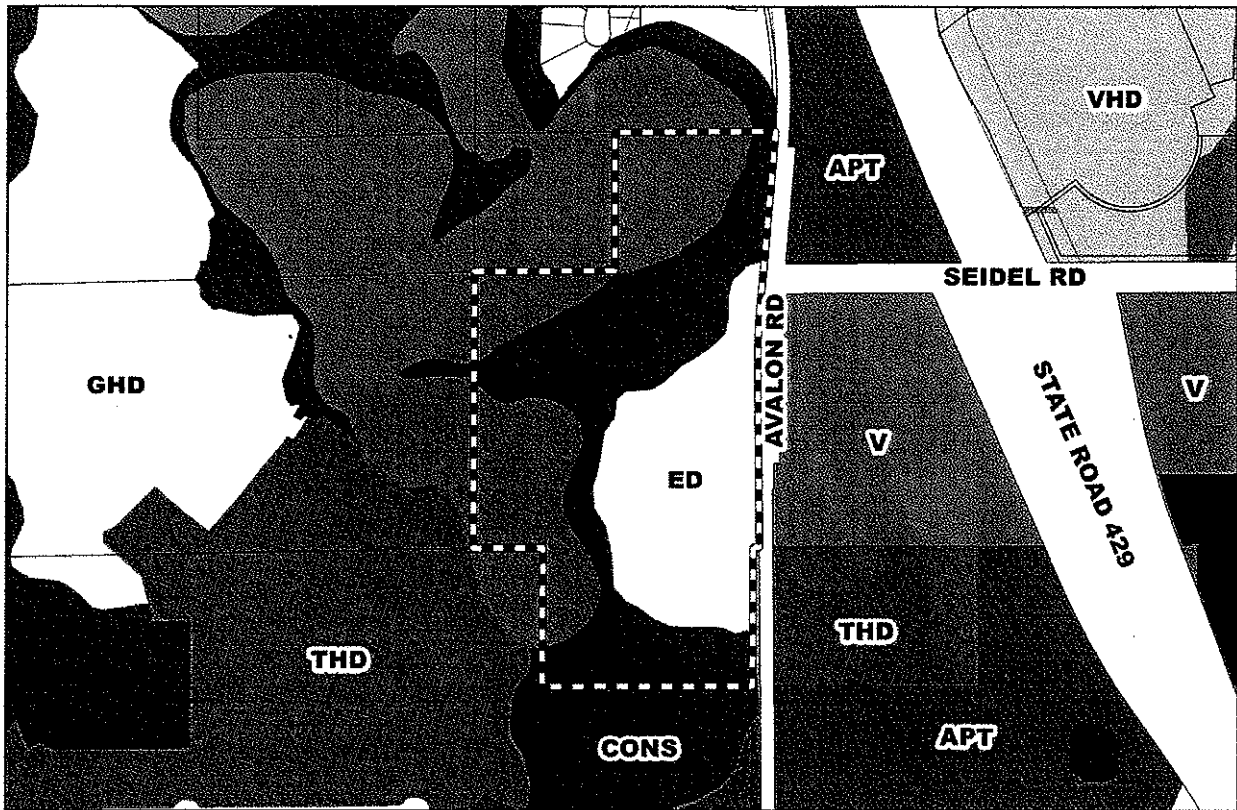
The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested PD (Planned Development District) zoning, subject to fifteen (15) conditions.

Staff indicated that eighty-eight (88) notices were mailed to surrounding property owners within a buffer extending beyond 1,500 feet from the subject property, with no responses in favor or opposition received. The applicant's representative, Jim Dombrowski, was present and agreed with the staff recommendation.

A motion was made by Commissioner Dunn to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Avalon Cove Planned Development / Land Use Plan (PD/LUP), dated "Received July 8, 2016", subject to the fifteen (15) conditions listed in the staff report. Commissioner Wean seconded the motion, which was then carried on an 8-0 vote.

Motion / Second	<i>Jimmy Dunn / Paul Wean</i>
Voting in Favor	<i>Jimmy Dunn, Paul Wean, Rick Baldocchi, Marvin Barrett, Jose Cantero, Tina Demostene, Pat DiVecchio, and Yog Melwani</i>
Voting in Opposition	<i>None</i>
Absent	<i>JaJa Wade</i>

LUP-15-07-193



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Village (V), Horizon West Village H
Specific Area Plan (SAP) Estate District
(ED)

APPLICANT: Ben Snyder, Hickory Nut, LLC

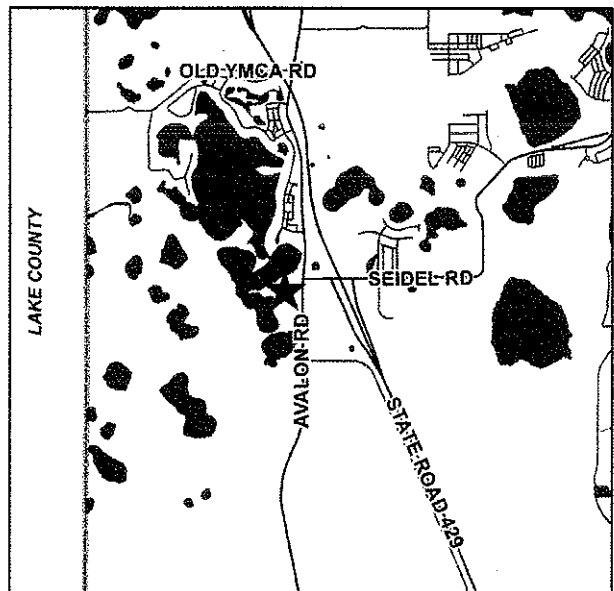
LOCATION: 10150 Avalon Road; or generally located
on the west side of Avalon Road / C.R. 545,
immediately south of Seidel Road

TRACT SIZE: 67.08 gross acres

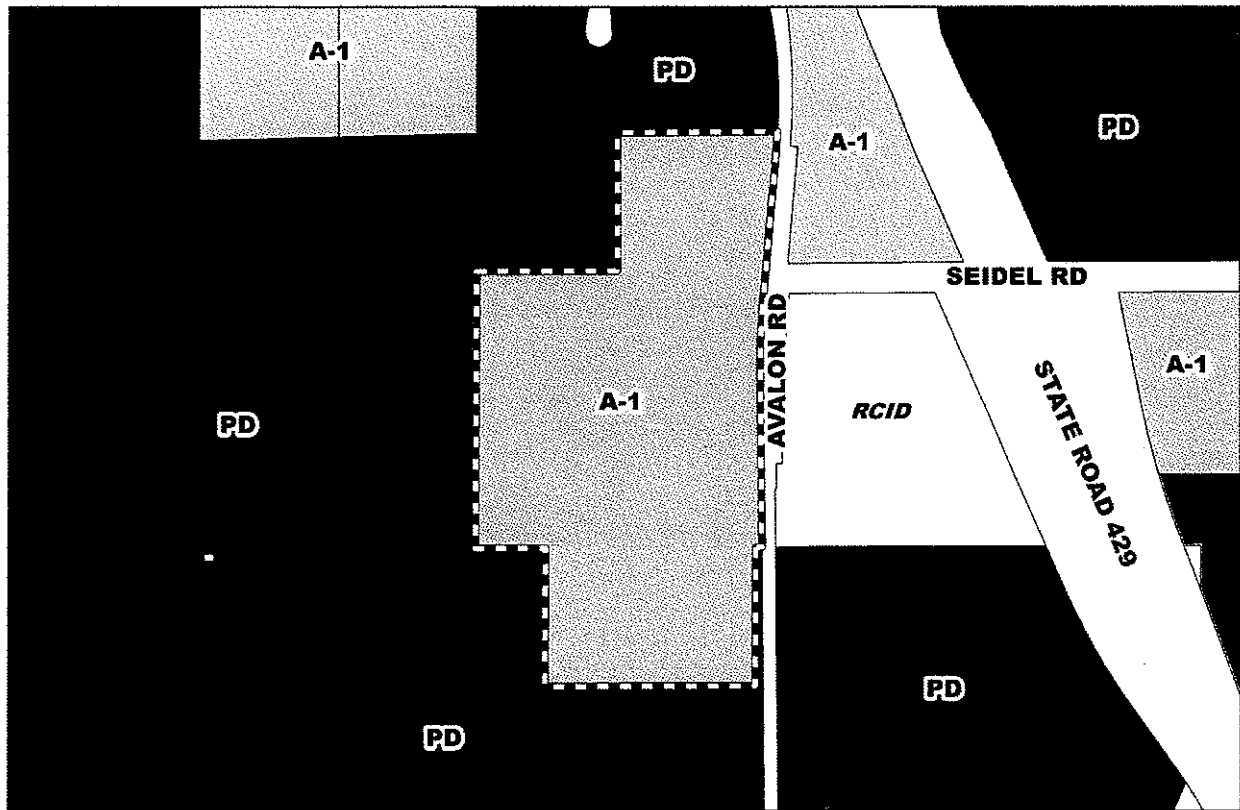
DISTRICT: # 1

S/T/R: 08/24/27

1 inch = 750 feet



LUP-15-07-193



 Subject Property



★ Subject Property

Zoning Map

ZONING: A-1 (Citrus Rural District) to
PD (Planned Development District)

APPLICANT: Ben Snyder, Hickory Nut, LLC

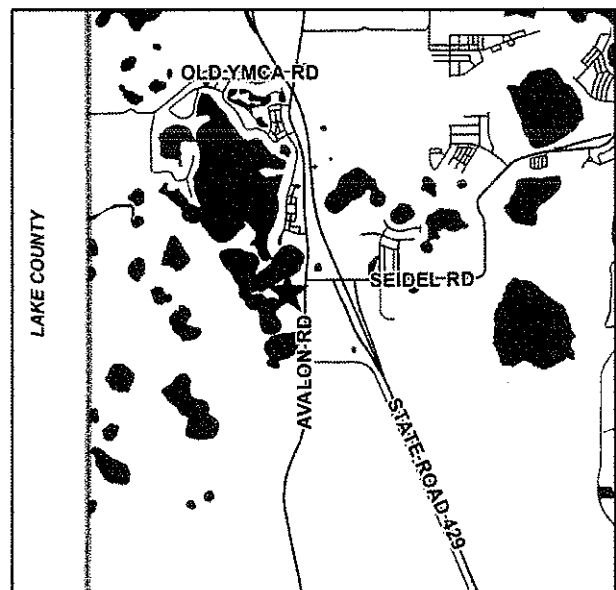
LOCATION: 10150 Avalon Road; or generally located
on the west side of Avalon Road / C.R. 545,
immediately south of Seidel Road

TRACT SIZE: 67.08 gross acres

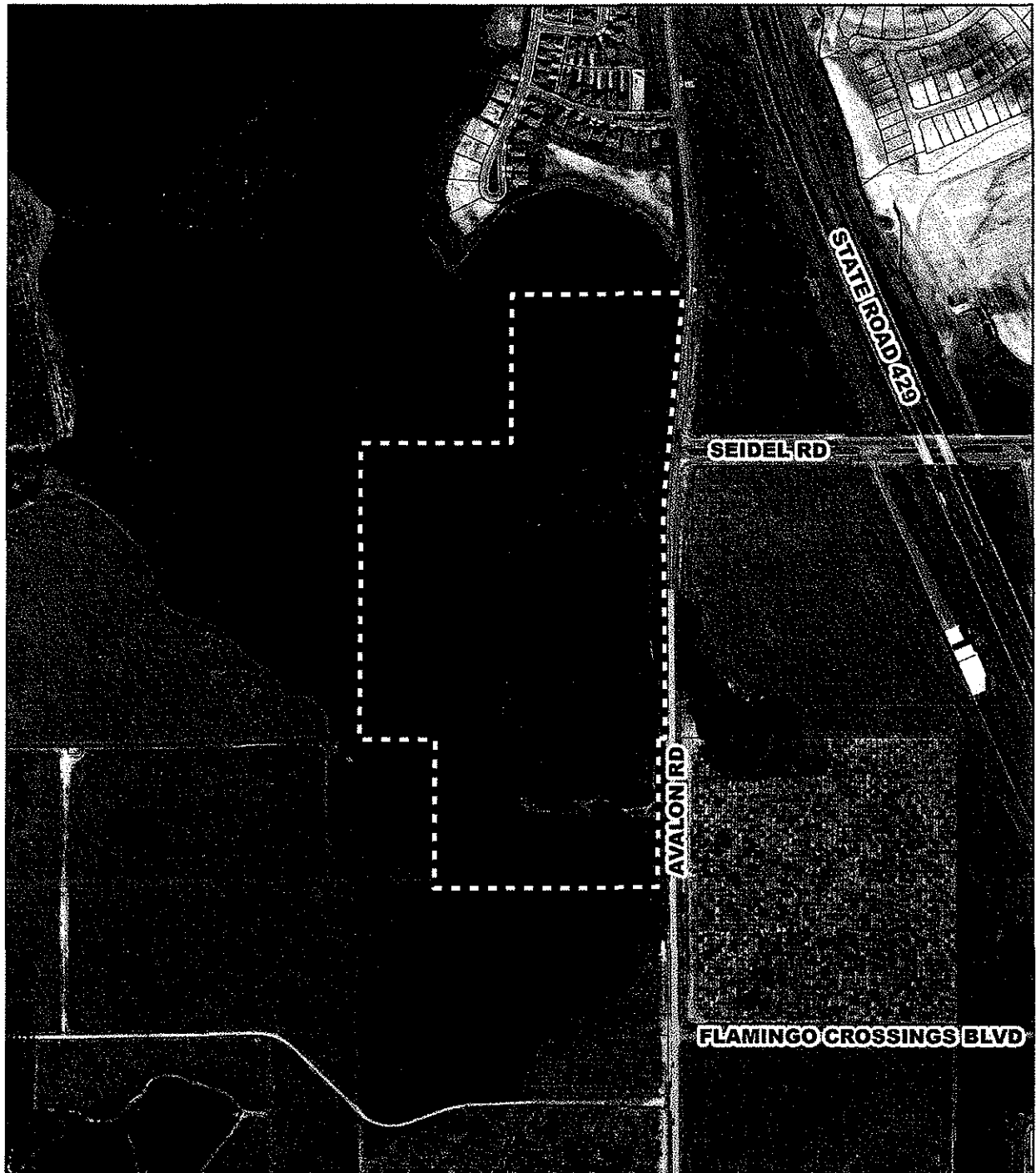
DISTRICT: # 1

S/T/R: 08/24/27

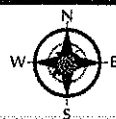
1 inch = 750 feet



LUP-15-07-193

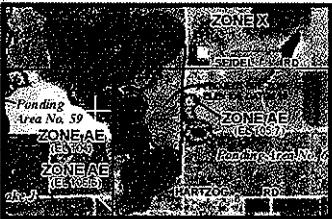
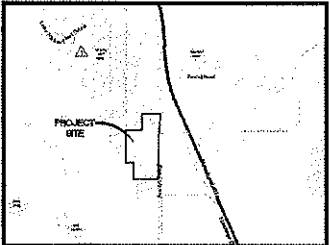


 Subject Property



1 inch = 583 feet

SHEET INDEX	
Sheet Number	Sheet Title
C-1.0	COVER SHEET
C-2.1	EXIST CONDITIONS
C-3.0	SITE PLAN



Sunshine State One Call of Florida, Inc.

BCC Hearing Date: October 4, 2016

**Rezoning Staff Report
Case # LUP-15-07-193**

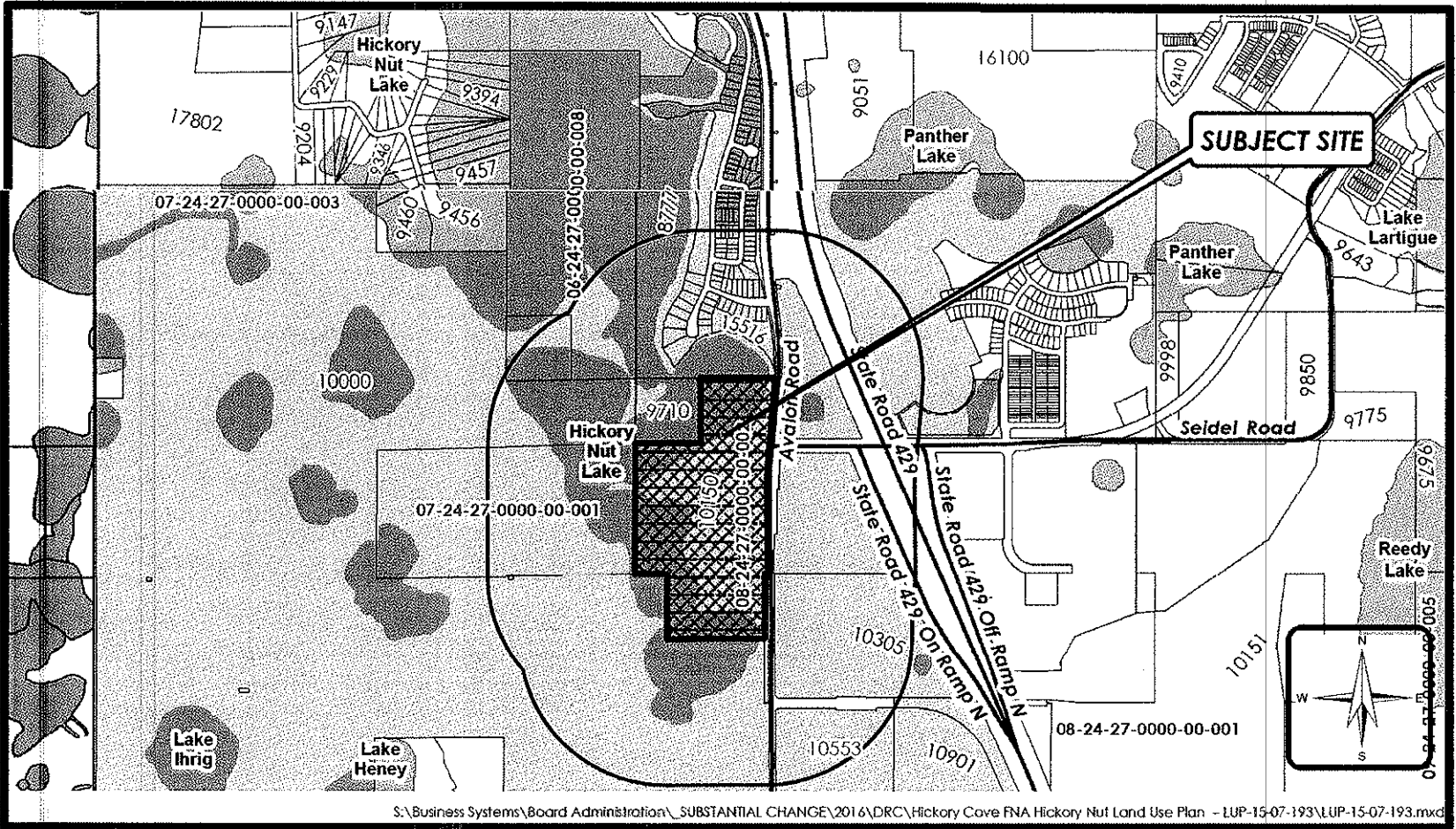




Public Notification Map

Hickory Cove FNA Hickory Nut Land Use Plan_LUP-15-07-193

1500 FT BUFFER, 88 NOTICES

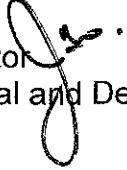




Interoffice Memorandum

September 23, 2016

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

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

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: October 4, 2016 – Public Hearing
Applicant: Mr. Scott M. Gentry, Kelly, Collins & Gentry, Inc.
Hamlin PD / UNP / Publix PSP / DP – Substantial Change
Case #CDR-16-03-109

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of July 27, 2016, to approve a substantial change to the Hamlin Planned Development (PD) / Unified Neighborhood Plan (UNP) / Publix Preliminary Subdivision Plan (PSP) / Development Plan (DP) to add two (2) commercial buildings with a total of 19,911 square feet to Lot D of the existing Hamlin PD / UNP / Publix PSP / DP. This will result in a cumulative development program of 74,155 square feet of commercial on Lot D.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan (CP) and approve the Hamlin PD / UNP / Publix PSP / Development Plan (DP) dated "Received August 16, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

JVW/JS/lme
Attachments

CASE # CDR-16-03-109

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of July 27, 2016, to approve a substantial change to the Hamlin Planned Development (PD) / Unified Neighborhood Plan (UNP) / Publix Preliminary Subdivision Plan (PSP) / Development Plan (DP) to add two (2) commercial buildings with a total of 19,911 square feet to Lot D of the existing Hamlin PD / UNP / Publix PSP / DP. This will result in a cumulative development program of 74,155 square feet of commercial on Lot D.

2. PROJECT ANALYSIS

- A. Location: South of New Independence Parkway / West of Hamlin Groves Trail
- B. Parcel IDs: 20-23-27-0000-00-033 (a portion of)
- C. Total Acres: 10.07 (Lot D only)
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: N/A
- G. School Population: N/A
- H. Parks: N/A
- I. Proposed Uses: Two (2) additional commercial buildings with a total of 19,911 square feet
- J. Site Data: Maximum Building Height: 50'
Building Setbacks:
 - 10' Front
 - 5' Side
 - 10' Rear
- K. Fire Station: 34 - 4000 CR 535
- L. Transportation: As proof of satisfaction of the project's transportation concurrency obligations, the project must comply with that certain Town Center East Road Network Agreement recorded at O.R. Book 10306, Page 1364, Public Records of Orange County, Florida.

The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to plat approval. In addition, any Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

3. COMPREHENSIVE PLAN

The property's Future Land Use Map (FLUM) designation is Village (V) and RW-1 (Retail / Wholesale District) within the Horizon West Town Center Specific Area Plan (SAP). The request is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development District) (Hamlin PD / UNP)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Hamlin PD Land Use Plan / Unified Neighborhood Plan; Orange County Board of County Commissioners (BCC) approvals; Publix Preliminary Subdivision Plan / Development Plan dated "Received August 16, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received August 16, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the

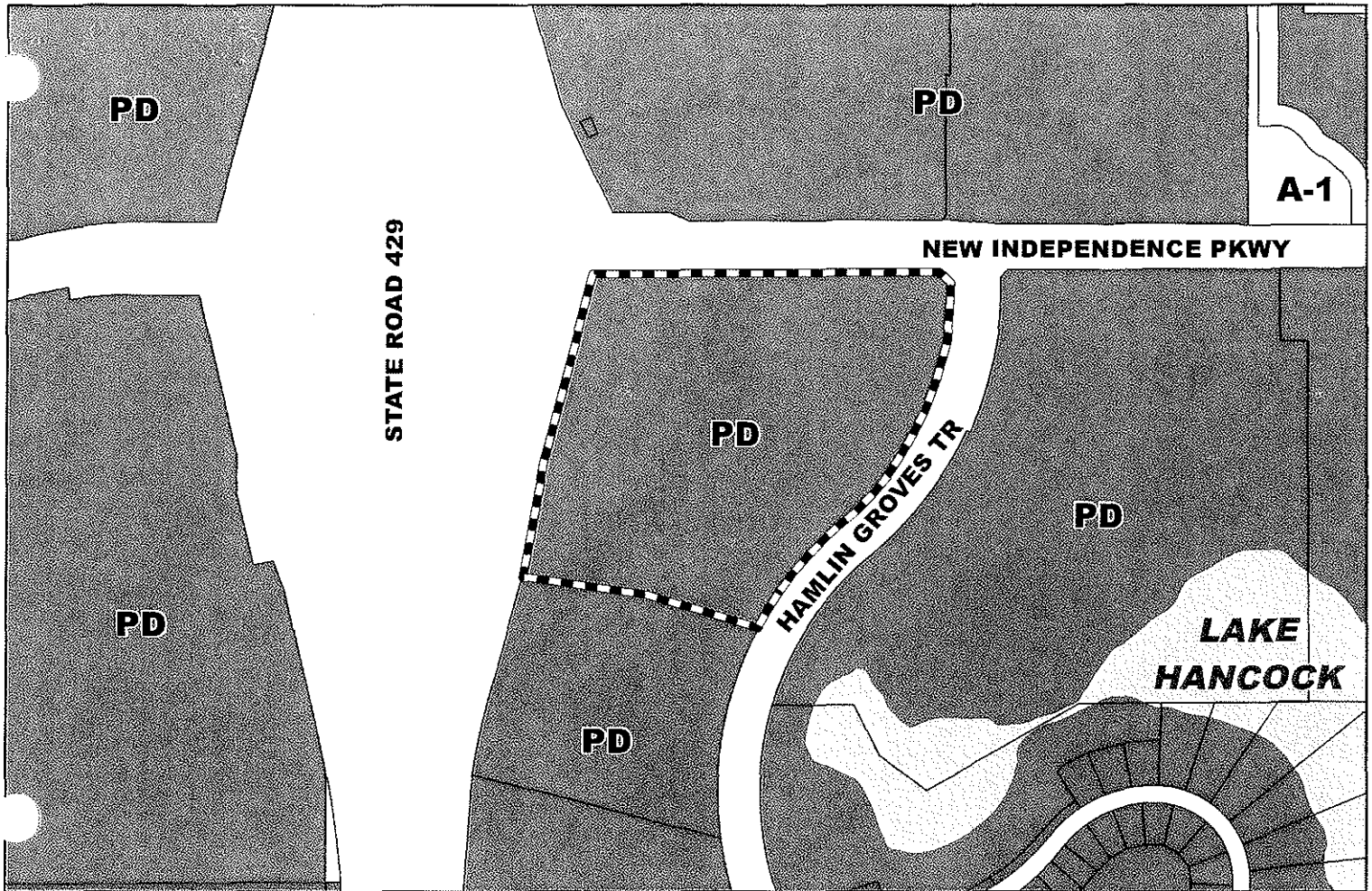
applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this development plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

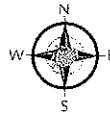
7. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.
8. Prior to construction plan approval, documentation with supporting calculations shall be submitted which certifies that the existing drainage system and pond have the capacity to accommodate this development and that this project is consistent with the approved master drainage plan (MDP) for this PD.
9. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water, wastewater and reclaimed water systems have been designed to support all development within the DP, and that construction plans are consistent with an approved Master Utility Plan for the PD/Village.
10. Signage shall comply with the Master Sign Plan.
11. Outside sales, storage, and display shall be prohibited, unless otherwise approved by the BCC.
12. Prior to issuance of any vertical building permit, property shall be platted, or as otherwise allowed by Orange County Code.
13. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, September 15, 2015, shall apply:
 - a. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
 - b. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
 - c. Construction plans within this DP shall be consistent with an approved and up-to date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.
 - d. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items

identified in the pre-application / sufficiency review meeting prior to formal submittal of the plat to the County.

- e. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Construction Plan submittal.
- f. A waiver from Sec. 38-1272(a)(3) is granted to allow a rear property line setback of forty (40) feet in lieu of the required sixty (60) foot setback when fronting expressways.
- g. A waiver from Sec. 24-5 is granted to allow the setback and frontage zones of the framework streets or alternative framework streets within the Town Center Code to provide the buffering and separation for residential uses from non-residential uses in the Retail Wholesale (RW) and Corporate Campus Mixed Use (CCM) districts are provided for in Sec. 38-1390.41 and 38-1390.51 of the Town Center Code in lieu of applying the Sec. 24-5 buffer yard requirements.
- h. A waiver from Sec. 38-1272(a)(5) is granted to allow the maximum heights permitted under the Town Center Code within one hundred (100) feet of any residential use, in lieu of a maximum height of thirty five (35) feet within one hundred (100) feet of any residential use.



Subject Property



★ Subject Property

Zoning

ZONING: PD (Planned Development District)
(Hamlin PD / UNP)

APPLICANT: Kelly, Collins & Gentry, Inc.

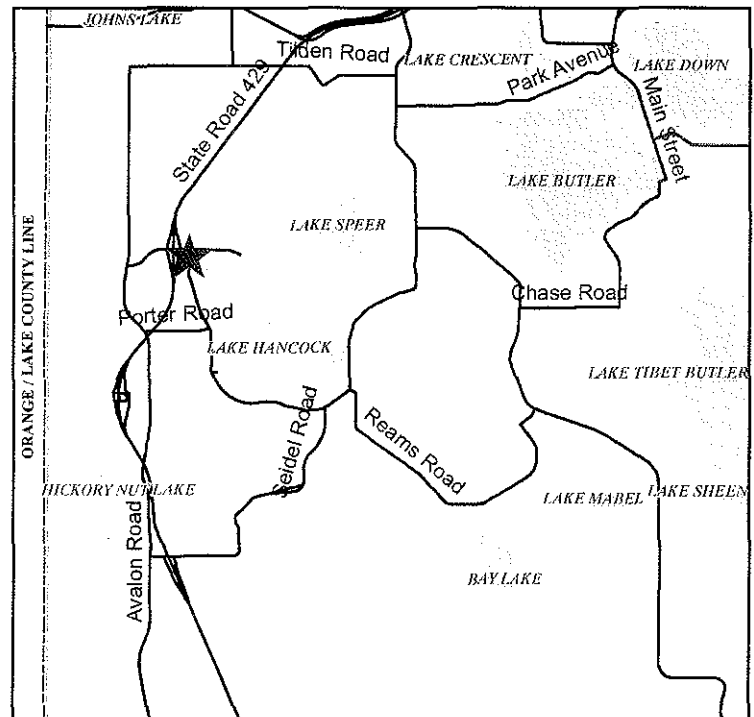
LOCATION: South of New Independence Pkwy. /
West of Hamlin Groves Tr.

TRACT SIZE: 10.03 acres (Lot D only)

DISTRICT: #1

S/T/R: 20/23/27

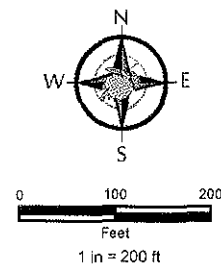
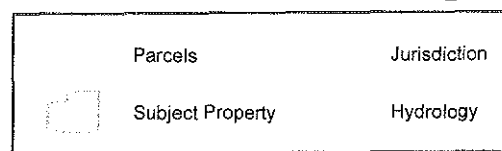
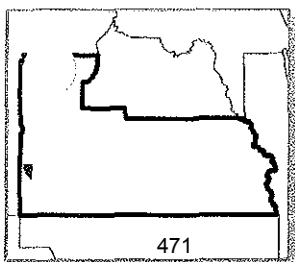
1 inch = 500 feet





Kucera International, Inc.

Hamlin PD - UNP - Publix PSP - DP Substantial Change







Interoffice Memorandum

September 22, 2016

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: October 4, 2016 - Public Hearing
Thomas Cloud, Gray Robinson
Lake Bryan Planned Development (PD)
Substantial Change – Case # CDR-16-06-214 / District 1

The Lake Bryan Planned Development (PD) and Development of Regional Impact (DRI) contains 162.48 acres and was originally approved on April 16, 1996, with a development program consisting of 225,000 square feet of tourist commercial uses and 2,000 hotel rooms / timeshare units.

Through this PD substantial change, and concurrent with a separate request to rescind the DRI, the applicant is seeking to incorporate pertinent or outstanding DRI / Development Order (DO) conditions as PD conditions; while amending the PD/LUP to include updated Parcel ID Numbers, existing BCC Conditions of Approval, and other notes related to wetland, buffer, mitigation / enhancement and conservation area acreages, boat docks or ramps, and impact permit requirements. No changes to the overall development program have been requested.

On August 10, 2016, the Development Review Committee (DRC) recommended approval of the request, subject to conditions. A community meeting was not required.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14. Copies of these forms may be obtained in the Planning Division for further reference.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Lake Bryan Planned Development / Land Use Plan (PD/LUP) dated “Received July 8, 2016”, subject to the conditions listed under the DRC Recommendation in the Staff Report.
District 1

Attachment

CASE # CDR-16-06-214

Commission District: # 1

GENERAL INFORMATION

APPLICANT	Thomas Cloud, Gray Robinson
OWNERS	WGML Investments, LTD, and PRN Real Estate and Investments, LTD
PROJECT NAME	Lake Bryan Planned Development / Land Use Plan (PD/LUP)
PARCEL ID NUMBER	22-20-27-0000-00-052; 26-24-28-0000-00-001; 27-24-28-0000-00-025; 27-24-28-0984-00-010; 27-24-28-5844-00-010; 27-24-28-5844-00-290; and 27-24-28-5844-00-330
TRACT SIZE	162.48 gross acres
LOCATION	East of Vineland Avenue, west of International Drive and north of World Center Drive
REQUEST	<p>A PD substantial change to incorporate the following PD/LUP, modifications, concurrent with a request to rescind the Lake Bryan Development of Regional Impact (DRI):</p> <ol style="list-style-type: none">1. Incorporate existing DRI / Development Order (DO) Conditions 3 (<i>Vegetation, Wildlife and Wetlands</i>), 4 (<i>Stormwater Management</i>), 5 (<i>Floodplains</i>), 6 (<i>Transportation Concurrency and Roadway Impact</i>), 11 (<i>Transportation Interconnectivity</i>), 12 (<i>Transit Systems</i>) and 15 (<i>Other / Historic Resources</i>) as PD Conditions of Approval (with modifications);2. Add / updated Parcel ID numbers;3. Add previous BCC Conditions of Approval; and4. Add notes related to wetland, buffer, mitigation / enhancement and conservation area acreages, boat docks or ramps and impact permit requirements.
PUBLIC NOTIFICATION	A notification area extending beyond five hundred (500) feet was used for this application [<i>Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet</i>]. Eight hundred twenty-nine (829) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this request.

IMPACT ANALYSIS

Special Information

The Lake Bryan PD / DRI contains 162.48 acres and was originally approved on April 16, 1996, with a development program consisting of 225,000 square feet of tourist commercial uses and 2,000 hotel rooms / timeshare units.

Through this PD substantial change, and concurrent with a separate request to rescind the DRI, the applicant is seeking to incorporate pertinent or outstanding DRI / Development Order (DO) conditions as PD conditions; while amending the PD/LUP to include updated Parcel ID Numbers, existing BCC Conditions of Approval, and other notes related to wetland, buffer, mitigation / enhancement and conservation area acreages, boat docks or ramps, and impact permit requirements. No changes to the overall development program have been requested.

Land Use Compatibility

The proposed substantial change request would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Activity Center Mixed Use (ACMU). The proposed PD substantial change is consistent with this FLUM designation and all other applicable provisions of the Comprehensive Plan.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

All revised plan comments provided by Environmental Protection Division (EPD) staff have been addressed or satisfied by the applicant.

Transportation / Concurrency

This project shall comply with the County's International Drive Activity Center Comprehensive Plan requirement for a 15-foot transit easement and a separate 20-foot landscape, pedestrian and utility easement needed for future roadway improvements. The easement areas shall be conveyed concurrently at time of platting or dedicated to the County via separate instrument prior to Development Plan Approval.

Upon the rescission of the DRI, final permitting of any development on this site will be subject to review and approval under capacity constraints of the County's Transportation Concurrency Management System and such approval will not exclude the possibility of a proportionate share payment in order to mitigate any transportation deficiencies.

Schools

This request would not result in any impacts to Orange County Public Schools.

Parks and Recreation

This request would not result in any impacts to Orange County Parks.

Specific Project Expenditure Report and Relationship Disclosure Forms

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

ACTION REQUESTED

Development Review Committee (DRC) Recommendation – (August 10, 2016)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Lake Bryan Planned Development / Land Use Plan (PD/LUP) dated "Received July 8, 2016", subject to the following conditions:

1. Development shall conform to the Lake Bryan Planned Development / Land Use Plan (PD/LUP) dated "Received July 8, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received July 8, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the

recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Subject to final wetland jurisdictional determinations by Orange County and the SFWMD, wetlands to remain unaltered and wetlands which may be removed are shown on the land use plan, dated "Received July 8, 2016 ", exclusive of wetlands which may be altered to allow recreational access to the Lake Bryan shoreline. The wetland that extends from east to west and severs Parcel 4 may be removed if the SFWMD and Orange County approve the encroachment and approve a mitigation plan that addresses this impact. Buffer areas of native transitional and/or upland vegetation averaging 50 feet wide and with a minimum width of 25 feet shall be retained around all wetlands that are to remain unaltered, as shown on the land use plan. Development of wetlands to remain unaltered and their buffers shall be

restricted by conservation easement or fee simple transfer that is conveyed to Orange County, the SFWMD or a non-profit conservation organization that has both the commitment and resources to manage and preserve the site in perpetuity. Such easements or other transfers shall name Orange County and the State of Florida as benefiting parties with the rights to require restoration and enforcement should the conservation intent of the transfer be violated. Such transfers shall be accomplished and recorded in the Public Records of Orange County before development occurs on the site.

7. All wetland buffers shall be delineated with temporary construction fencing or similar barriers prior to construction within adjacent parcels to allow these areas to be maintained with existing native vegetation. Use of these buffers shall be limited to docks, boardwalks, pervious trails and passive, natural systems based recreation, all of which require appropriate permitting prior to use. Approval of such uses is neither granted nor implied by the approval of this land use plan. Exotic vegetation may not be planted in these buffers, but may be removed if it is now established, or if it should become established within these areas.
8. Clearing and alteration of the Lake Bryan shoreline and its associated wetlands shall be subject to Chapter 15, Article VII (Lakeshore Protection Regulations) and Article X (Wetland Conservation Areas) of the Orange County Code, and all other applicable federal, state and local regulations. All shoreline wetlands not approved for removal shall be preserved
9. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
10. Earthen fill or other activities within the 100 year floodplain shall not be allowed without corresponding compensatory storage. Earthen fill or other activities which would degrade the functional values of the 100 year floodplain shall not be allowed. The project site design and floodplain compensatory storage requirements shall be based on the information contained in the official FEMA Florida Insurance Rate Maps, supplemented by detailed topographical data, unless official FEMA acceptance of other floodplain data has been received.
11. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
12. Approval of this plan does not constitute approval of a permit for the construction of a boat dock, boardwalk, observation pier, fishing pier, community pier or other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall apply for an Orange County Dock Construction Permit. Application shall be made to the Orange County Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction prior to installation.

13. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
14. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water, wastewater, and reclaimed water systems have been designed to support all development within the PD.
15. The proposed development is adjacent to an existing and permitted Orange County Utilities Rapid Infiltration Basin (RIB) site. The design and permitting (stormwater, etc.) for the proposed development shall take into account the groundwater mounding produced by the adjacent RIBs when loaded at full permitted capacity and during wet weather conditions. At the time of construction plan submittal, the applicant shall coordinate with OCU to obtain information on the mounding produced by the RIBS, and submit geotechnical information and stormwater pond design calculations.
16. This property is benefitted by Concurrency Vested Rights Certificate #06-30 for 2,000 hotel rooms and 225,000 square feet of retail uses. In the event the vested rights certificate ceases to be valid or if development in excess of that allowed by the vested rights certificate is proposed, then the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
17. The development plan's street system shall be interconnected to the maximum extent feasible in order to obviate the need to access higher classification roadways for internal access. Connections to adjacent projects and sharing of driveways along regional roadways are encouraged as indicated in the 2030 Orange County Comprehensive Plan policy ID2.1.5. Consistent with Policy ID 1.2.15, a landscape/pedestrian/utility easement, 20 feet in width, shall be required along each side of all collector and arterial road rights-of-way to the interior of any transit easement that also may be required.
18. The development shall comply with the County's International Drive Activity Center Comprehensive Plan requirement (Policy ID2.2.2) for a 15-foot transit easement and a separate 20-foot landscape, pedestrian, and utility easement needed for future roadway improvements. The easement areas required shall be shown on all plans and conveyed concurrently at time of platting or dedicated to the County via separate instrument prior to Development Plan Approval.
19. A shuttle service to the Orlando Airport and area attractions will be provided consistent with Orange County Plan Policy ID 2.2.3.
20. At the time it is determined by LYNX that transit service is needed within the project boundaries, the developer will coordinate with LYNX regarding the design and construction of bus shelters and amenities, signage, area lighting at bus stops/shelters, transit schedule, and information displays. Maintenance of the transit

amenities shall be the responsibility of each property owner or the property owner's association. The Developer will be required to enter into an agreement with LYNX regarding monitoring of these transit requirements to ensure proper implementation.

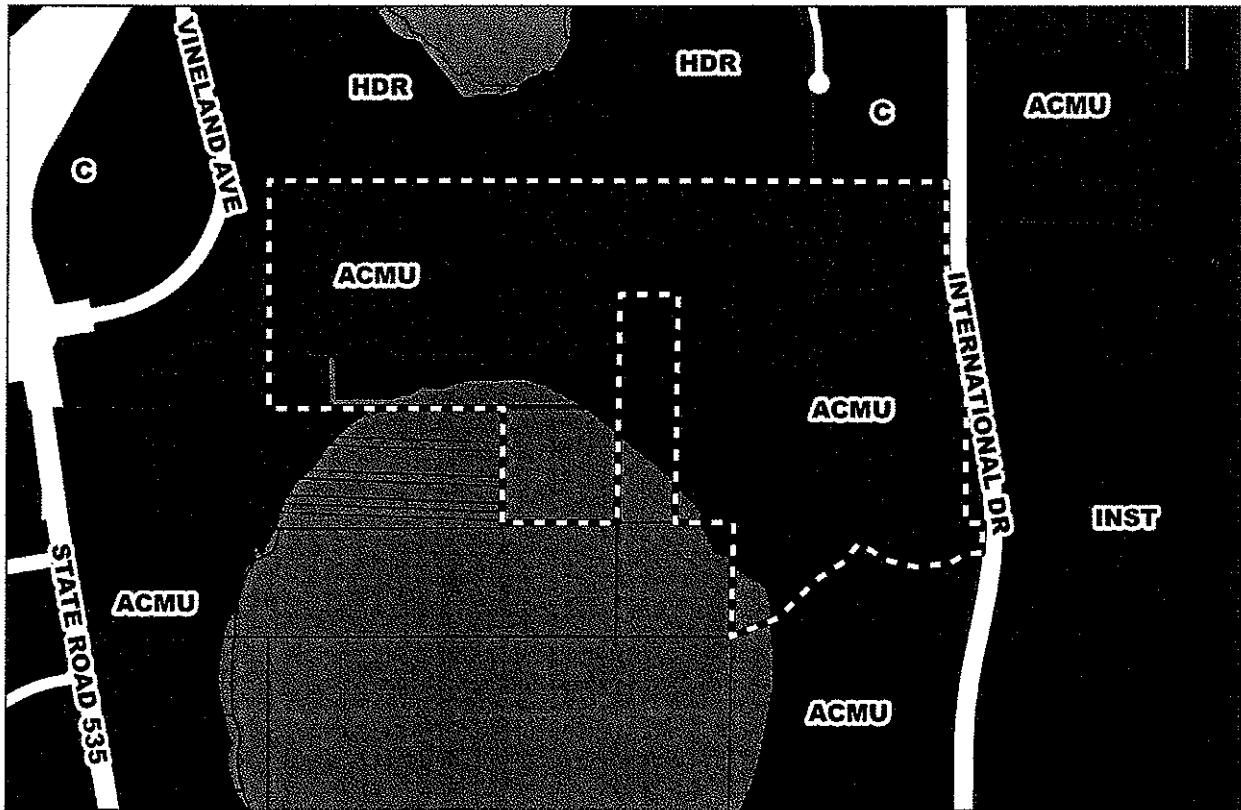
21. Sidewalks shall be constructed to provide continuity from one parcel to another and will be constructed with a minimum width of ten feet along all major roads consistent with Orange County Plan Policy ID 2.3.2.
22. Project construction personnel shall be notified through posted advisories or other methods, of the potential for artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during project construction, the Developer shall stop construction at the site of discovery and notify Orange County and the Division of Historic Resources of the Florida Department of State. From that date of notification, construction shall be suspended within a 100 foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site.
23. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 16, 1996, shall apply:
 - a. A dedicated access shall be provided to the north property line to allow access to the Little Lake Bryan PD/DRI consistent with the joint north, south easement to Little Lake Bryan at a location to be determined at development plan stage.
 - b. Prior to development plan submittal, a master drainage study consistent with Orange County requirements shall be submitted for approval.
 - c. To the extent required to comply with the consistency provisions of the Growth Management Act, the following additional conditions shall be added to the conditions of approval:
 - 1) Required stormwater management facilities shall be designed as an aesthetic feature, except: i) where determined by the County Engineer to be technically unfeasible or ii) where the facilities are not readily visible by the public.
 - 2) Sidewalks shall be a minimum of ten (10) feet wide along International Drive.
 - d. A 20-foot stabilized grassed and gated emergency access and utility easement shall be constructed from Vineland Avenue to the proposed hotel site.
 - e. Prior to approval of any development plan, an access plan for Tax Parcel Number 27-24-28-5844-00-310 (the Lamar Parcel) shall be approved by the County.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (April 16, 1996)

Upon a motion by Commissioner Freeman, seconded by Commissioner Hoenstine, and carried with all present members voting AYE by voice vote (Chairman Chapin and Commissioner Donegan were absent), the Board approved request by Miranda Fitzgerald,

Esquire, for Lake Bryan Planned Development / Land Use Plan (PD/LUP) - Development of Regional Impact (DRI), to rezone the 162.48-acre property from commercial and agricultural designations to Planned Development (PD), and further, approved the Land Use Plan (LUP) for a mixed-use project on the above-described property subject to conditions.

CDR-16-06-214



 Subject Property

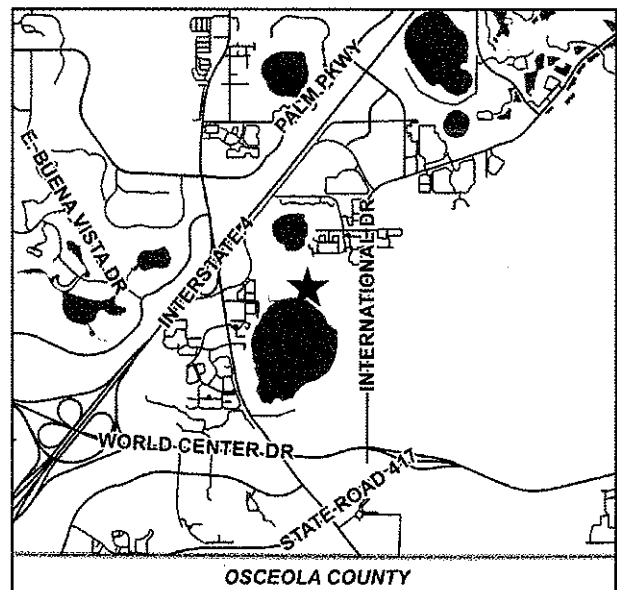


★ Subject Property

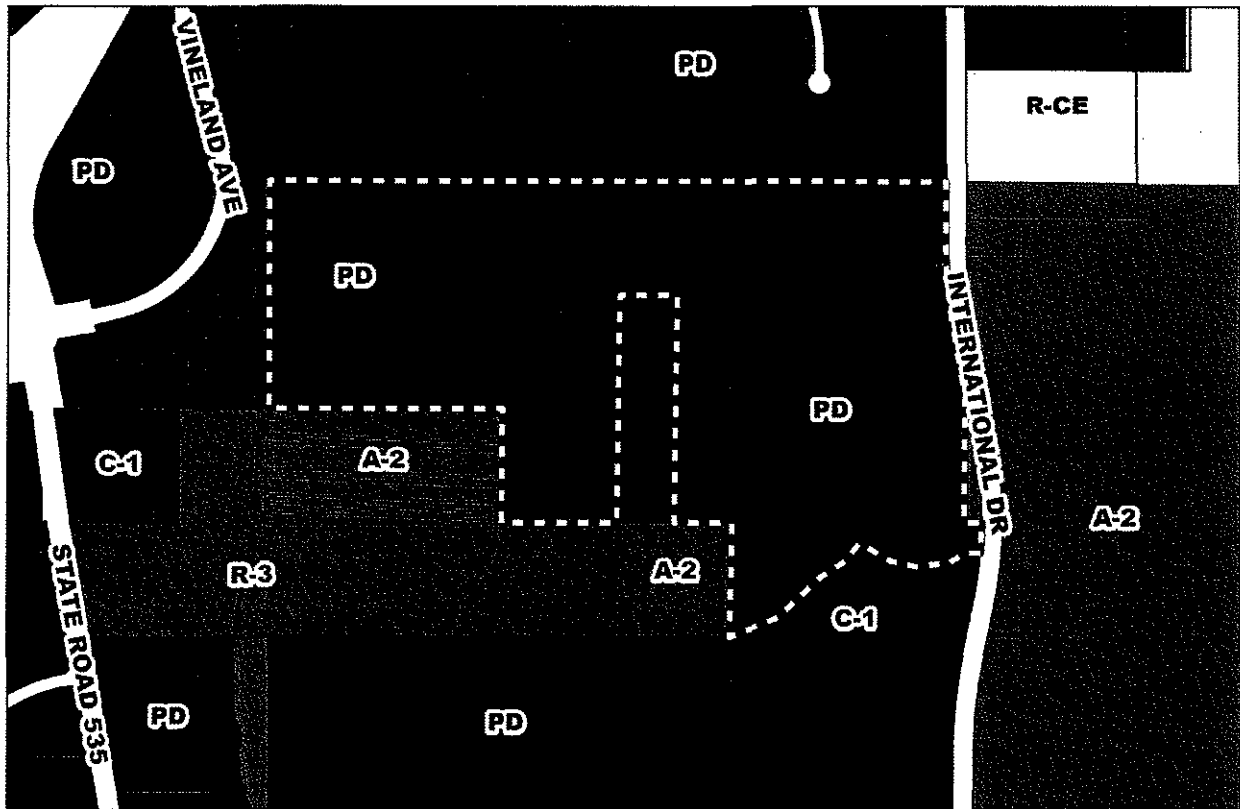
Future Land Use Map

FLUM: Activity Center Mixed Use (ACMU)
 APPLICANT: Thomas Cloud, Gray Robinson
 LOCATION: East of Vineland Avenue, west of International Drive, and north of World Center Drive
 TRACT SIZE: 162.48 gross acres (overall PD)
 DISTRICT: # 1
 S/T/R: 22/20/27, 26/24/28, 27/24/28

1 inch = 917 feet



CDR-16-06-214



 Subject Property



★ Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: Thomas Cloud, Gray Robinson

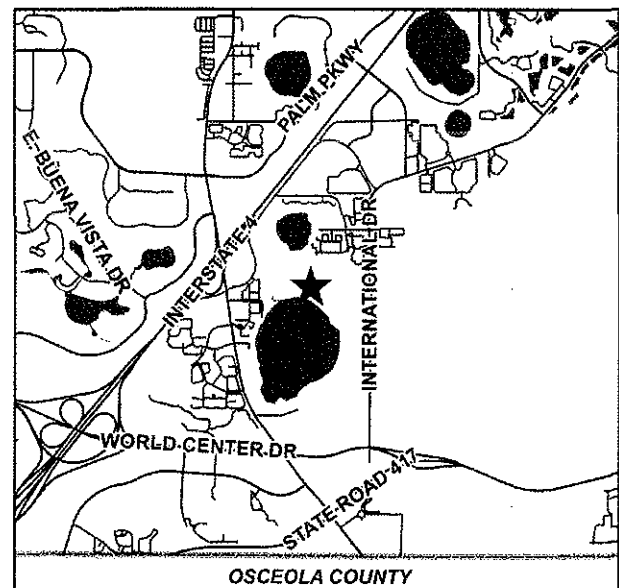
LOCATION: East of Vineland Avenue, west of International Drive, and north of World Center Drive

TRACT SIZE: 162.48 gross acres (overall PD)

DISTRICT: # 1

S/T/R: 22/20/27, 26/24/28, 27/24/28

1 inch = 917 feet



Lake Bryan PD/LUP

LEGAL DESCRIPTION/DEVELOPMENT PROGRAM/PERFORMANCE STANDARDS

LEGAL DESCRIPTION: The above described property is located in the unincorporated area of Orange County, Florida, and is described as follows: [Detailed legal description of the property, including lot numbers, acreage, and surrounding landmarks.]

DEVELOPMENT PROGRAM: The proposed development consists of a single-family residential subdivision. The program includes the following: [Detailed description of the development program, including lot sizes, setbacks, and other requirements.]

PERFORMANCE STANDARDS: The proposed development must comply with the following performance standards: [List of performance standards, including setbacks, lot coverage, and other requirements.]

LAND USE PLAN

Prepared by: **Miller Sellen Associates, Inc.**
Urban Planners & Engineers

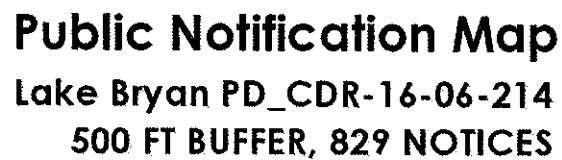
The land use plan shows the proposed subdivision layout, including lot numbers, setbacks, and other features. The plan is consistent with the development program and performance standards.

PERFORMANCE STANDARDS:

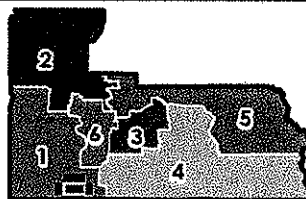
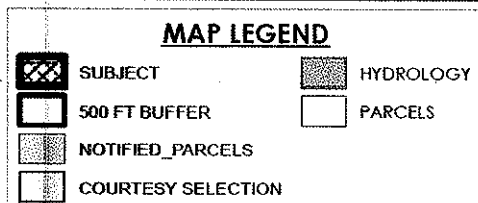
Item	Requirement	Notes
1. Minimum Lot Area	1.0 acre	
2. Minimum Lot Width	100 feet	
3. Minimum Lot Depth	100 feet	
4. Minimum Setback	25 feet	
5. Minimum Front Yard Setback	25 feet	
6. Minimum Side Yard Setback	10 feet	
7. Minimum Rear Yard Setback	10 feet	
8. Minimum Front Yard Setback (for lots less than 1.0 acre)	10 feet	
9. Minimum Side Yard Setback (for lots less than 1.0 acre)	5 feet	
10. Minimum Rear Yard Setback (for lots less than 1.0 acre)	5 feet	

LAND USE PLAN:

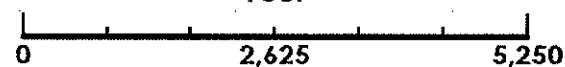
The land use plan shows the proposed subdivision layout, including lot numbers, setbacks, and other features. The plan is consistent with the development program and performance standards.



DRC Staff Report
Orange County Planning Division
BCR Hearing Date: October 4, 2016



1 inch = 1,655 feet
Feet





Interoffice Memorandum

September 13, 2016

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

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

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: October 4, 2016 – Public Hearing
Applicant: Douglas Hoffman, Pulte Home Corporation
Lake Pickett Cluster Parcel 4 & 5 PSP – Substantial Change
Case # CDR-16-05-171

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of August 24, 2016, to approve a substantial change to the Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan to add a gated entrance and to construct Pond 1 in Phase 2.

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.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan (CP) and approve the Lake Pickett Cluster Parcel 4 & 5 PSP dated "Received July 22, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 5

JVW/JS/lme
Attachments

CASE # CDR-16-05-171

Commission District # 5

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of August 24, 2016, to approve a substantial change to the Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan to add a gated entrance and to construct Pond 1 in Phase 2.

2. PROJECT ANALYSIS

- A. Location: East of Chuluota Road / North of Old Lake Pickett Road
- B. Parcel ID: 09-22-32-0000-00-034; 09-22-32-0000-00-009;
04-22-32-0000-00-034
- C. Total Acres: 145.38 (gross acres)
- D. Water Supply: Orange County Utilities
- E. Sewer System: Septic
- F. Schools: East Lake ES - Capacity: 756 / Enrollment: 753
Corner Lake MS - Capacity: 1,215 / Enrollment: 1,276
East River HS - Capacity: 3,002 / Enrollment: 2,098
- G. School Population: 55
- H. Parks: Bithlo Park – 4.4 Miles
- I. Proposed Use: 126 Single-Family Residential Dwelling Units
- J. Lot Dimension: Maximum Building Height: 35'
Minimum Living Area: 1,500 Square Feet
Building Setbacks:
30' Front
25' Rear
10' Side
- K. Fire Station: Station 82 – 500 North Partin Road
- L. Transportation: A Proportionate Share Agreement for Lake Pickett Cluster
Parcels 4 and 5 on Chuluota Road in the amount of
\$392,547.00 was approved by the Board of County
Commissioners on 11/11/2015 and recorded at Document
#20160125790. The Agreement provides for the mitigation
of road impacts on Chuluota Road for seventeen deficient

trips on the road segment from Colonial Drive to Lake Pickett Road in an amount of \$23,091 per trip.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of Rural Settlement 1/1 (RS 1/1). The proposed use is consistent with the Comprehensive Plan.

4. ZONING

R-CE-C (Country Estate District Cluster District)

5. REQUESTED ACTION:

Approval subject to the following conditions:

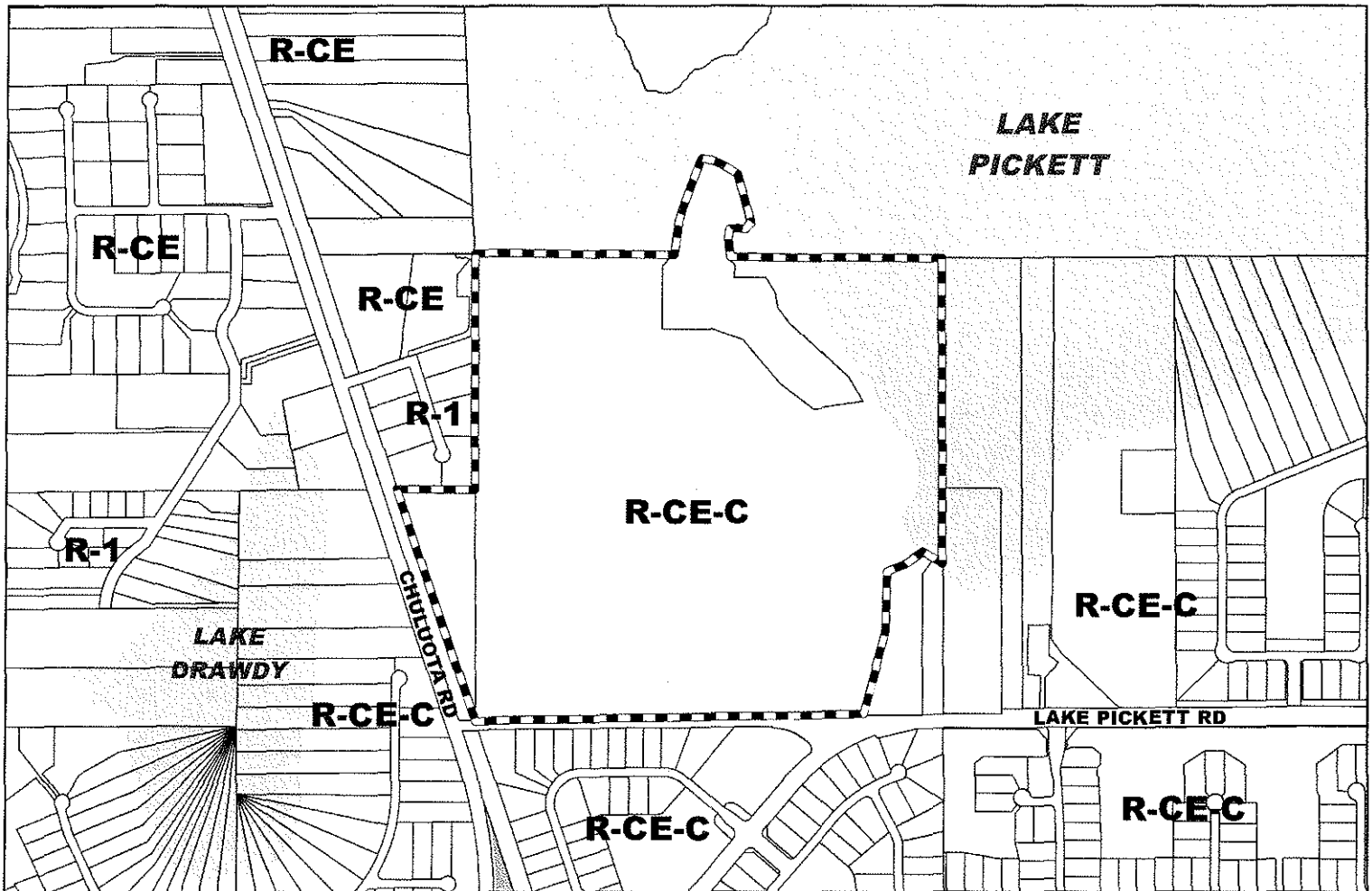
1. Development shall conform to the Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan dated "Received July 22, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received July 22, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Short term/transient rental is prohibited. Length of stay shall be for 180 days or greater.
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. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval dated December 15, 2015, shall apply:

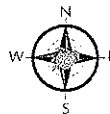
- a. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
- b. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of Construction Plan submittal.
- c. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application / sufficiency review meeting prior to formal submittal of the plat to the County.
- d. Unless the property is otherwise vested or exempt, the applicant must apply for a capacity encumbrance letter (CEL) prior to construction plan submittal, must obtain a CEL prior to construction plan approval, and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
- e. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
- f. Prior to commencement of any earth work or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

- g. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
- h. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- i. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division (EPD) of Orange County unless the activity conducted is not required to obtain approval from FDEP in accordance with Florida Statutes. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S., unless the activity conducted is not required to obtain approval from FDEP in accordance with Florida Statutes.
- j. Approval of this plan does not constitute approval of a permit for the construction of a boat dock, boardwalk, observation pier, fishing pier, community pier or any other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall first apply for an Orange County Dock Construction Permit prior to installation. Application shall be made to the Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction.
- k. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
- l. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan and / or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
- m. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
- n. The developer is required to provide a five-foot wide sidewalk along the entire Old Lake Pickett Road frontage.

- o. A 6 foot tall screen wall/fence along lots 56 thru 59 and 70 thru 77 within a 10 foot easement per section 34-209 of the Orange County Code. Wall may be brick, stone, CMU with a brick or artificial stone veneer, precast, or some combination thereof with integrated decorative caps. A continuous hedge along the wall, except where understory trees are planted, within the same 10 foot easement as the wall/fence. Understory trees 30 foot on center along the same lots and within the same 10 foot easement as the wall/fence and hedge.
- p. Planting of two of the six trees to be planted on lots 56 thru 59 and 70 thru 77 will be near the wall/fence to provide a visual buffer to the rear of the houses.
- q. Subdivision lighting will be consistent with Orange County lighting code and will contain full cutoff fixtures.
- r. The rear setback for lots 56 thru 59 and 70 thru 77 will be increased to 50 feet.



 Subject Property



★ Subject Property

Zoning

ZONING: R-CE-C (Country Estate District Cluster District)

APPLICANT: Douglas Hoffman, Pulte Home Corp.

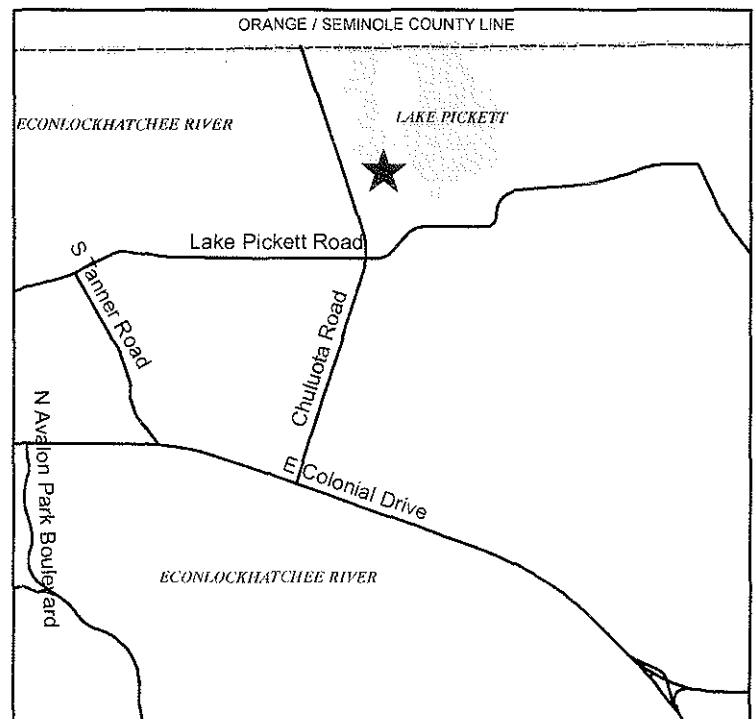
LOCATION: East of Chuluota Rd. / North of Old Lake Pickett Rd.

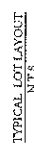
TRACT SIZE: 145.38

DISTRICT: #5

S/T/R: 09/22/32; 04/22/32

1 inch = 1,000 feet





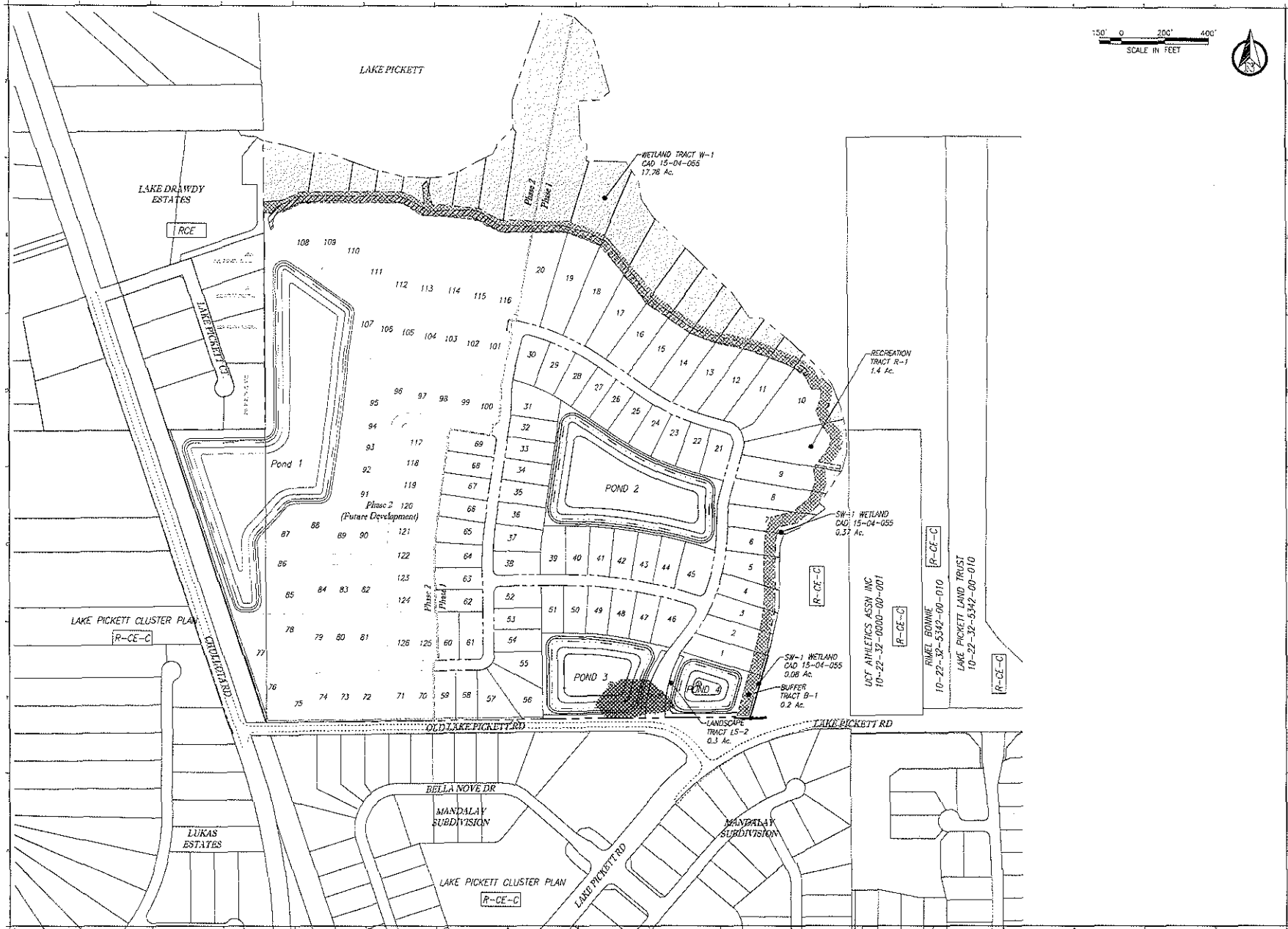
1. NOT TO BE USED BY THE ANALYSTS IN THE ANALYSIS OF THE DATA. THE ANALYSTS SHALL BE RESPONSIBLE FOR THE DATA AND THE TOTAL PROJECT COST.

NOTE:

1. THE ANALYSTS SHALL HAVE A PUBLIC UTILITY AND ACCESS TO THE UTILITY AND THE UTILITY SHALL BE RESPONSIBLE FOR THE UTILITY AND THE UTILITY SHALL BE RESPONSIBLE FOR THE UTILITY.

2. A UTILITY UTILITY ASSESSMENT IS PROVIDED TO THE UTILITY AND THE UTILITY SHALL BE RESPONSIBLE FOR THE UTILITY.

1. SAC FRONT OFFICE ARE REQUIRED TO OBTAIN A COPY OF SAC (15500 SF)



Key Map

Consultant

LEGEND

- PROJECT BOUNDARY
- PHASE LINE BOUNDARY
- WETLAND
- 50' UPLAND RMPZ BUFFER

1. PROJECT NAME	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
2. PROJECT LOCATION	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
3. PROJECT NUMBER	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
4. PROJECT DATE	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
5. PROJECT SCALE	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
6. PROJECT STATUS	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
7. PROJECT OWNER	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
8. PROJECT DESIGNER	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
9. PROJECT REVIEWER	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
10. PROJECT APPROVED BY	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
11. PROJECT APPROVED DATE	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
12. PROJECT APPROVED BY	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
13. PROJECT APPROVED DATE	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
14. PROJECT APPROVED BY	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1
15. PROJECT APPROVED DATE	LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1

LAKE PICKETT CLUSTER PARCELS 4 & 5 PHASE 1

Submitted To:
ORANGE COUNTY, FL

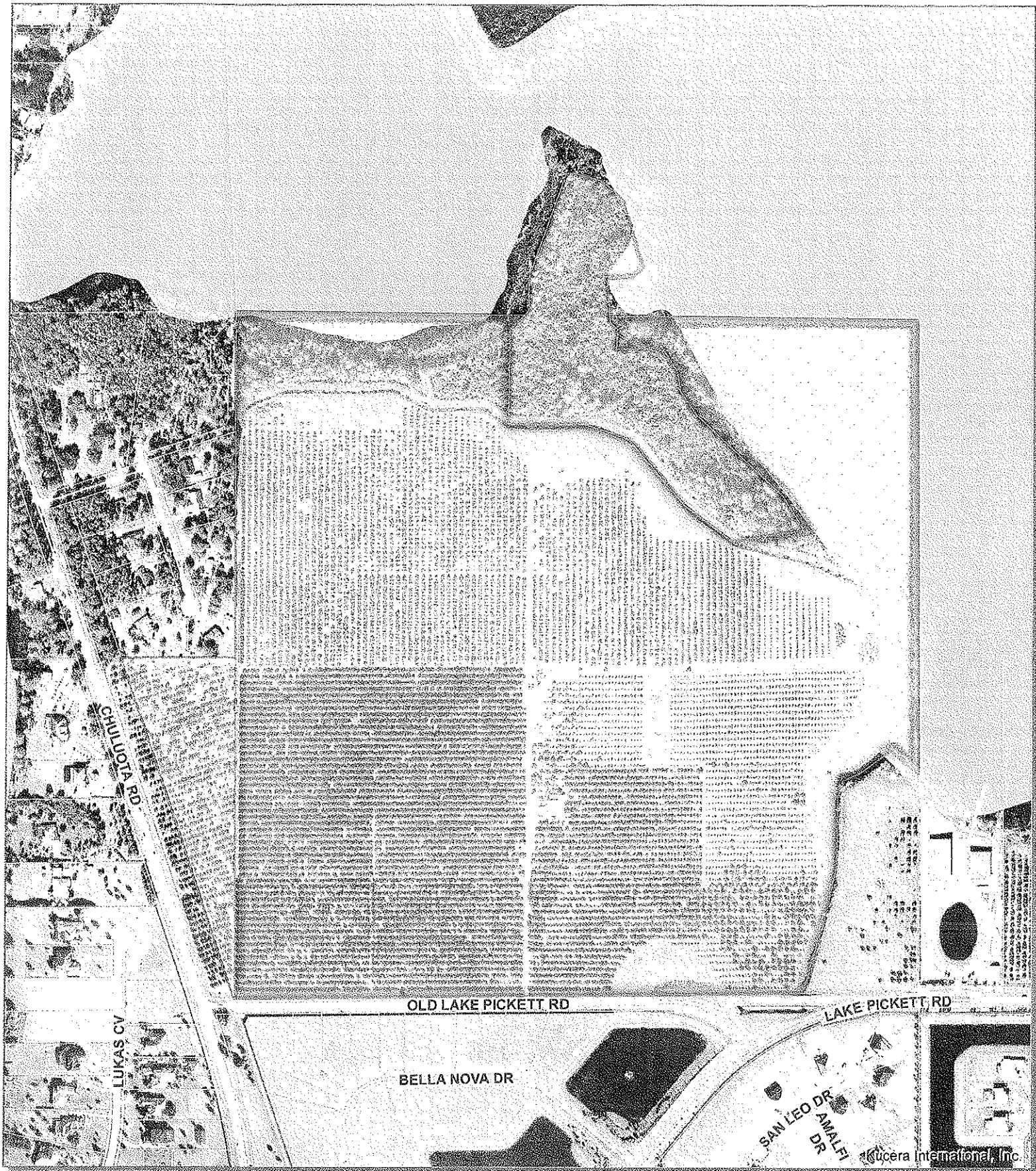
Submitted By:
MASTER SITE PLAN

Sheet No.
C2.00

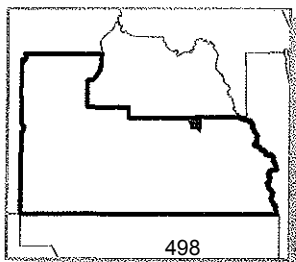
DATE: August 28, 2018
BY: J. D. BROWN



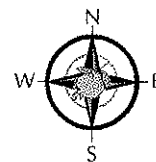
Poulos & Bennett, LLC
2403 E. Livingston St., Orlando, FL 32809
Tel: 407.481.3504 www.poulosandbennett.com
Map No. 17501



Lake Pickett Cluster Parcel 4 and 5 PSP Substantial Change



Parcels	Jurisdiction
Subject Property	Hydrology



0 250 500
Feet
1 in = 500 ft


Lucera International, Inc



Interoffice Memorandum

October 4, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Alberto A. Vargas, MArch., Manager, Planning Division 

THROUGH: Jon V. Weiss, P.E., Director
Community, Environmental, and Development Services Department

SUBJECT: 2016-2 Out of Cycle Small Scale Development Comprehensive Plan Amendment and
Concurrent Substantial Change (Majorca)
Board of County Commissioners (BCC) Adoption Public Hearing

The 2016-2 Out of Cycle Small Scale Development Comprehensive Plan Amendment is scheduled for a BCC adoption public hearing on October 4, 2016. This amendment was heard by the Local Planning Agency (LPA) at an adoption public hearing held on September 15, 2016.

The report is also available under the **Amendment Cycle** section of the County's Comprehensive Planning webpage:

<http://www.orangecountyfl.net/PlanningDevelopment/ComprehensivePlanning.aspx>

The Out of Cycle Small Scale Development Comprehensive Plan Amendment includes one privately-initiated map amendment (located in District 1) which has a concurrent substantial change request.

If the BCC adopts the proposed amendment, it will become effective 31 days after the public hearing. The amendment is expected to become effective in November 2016, so long as no challenges are brought forth for the amendment.

Any questions concerning this document should be directed to Alberto A. Vargas, MArch., Manager, Planning Division, at (407) 836-5354 or Alberto.Vargas@ocfl.net, or Gregory Golgowski, AICP, Chief Planner, Comprehensive Planning Section, Planning Division, at (407) 836-5624 or Gregory.Golgowski@ocfl.net.

AAV/sgw

Enc: 2016-2 Out of Cycle Small Scale Development Amendment BCC Adoption Binder

c: Christopher R. Testerman, AICP, Assistant County Administrator
Joel Prinsell, Deputy County Attorney
Roberta Alfonso, Assistant County Attorney
Whitney Evers, Assistant County Attorney
John Smogor, Planning Administrator, Planning Division
Gregory Golgowski, Chief Planner, Planning Division
Olan D. Hill, AICP, Chief Planner, Planning Division
Read file