



AGENDA

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

TUESDAY, SEPTEMBER 20, 2016

MEETING STARTS AT 9:00 a.m.

- Invocation – District 6
- Pledge of Allegiance
- Presentation of District 5 Citizen of the Year Award
- Presentation of a proclamation designating September 19 through September 25, 2016 as Pollution Prevention Week
- 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 11**
2. Disposition of Tangible Personal Property as follows: **(Property Accounting) Page 11-37**
 - a. Dispose of assets not found during fiscal years 1991 to 2011 inventory cycles

B. COUNTY ADMINISTRATOR

1. Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings. **(Agenda Development Office) Page 38-39**
2. Approval of budget amendments #16-57, #16-58, and #16-59. **(Office of Management and Budget) Page 40-46**

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, SEPTEMBER 20, 2016

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y16-1113-MG, Head Start Child Care Food Program, to the low responsive and responsible bidder, Second Harvest Food Bank of Central Florida, Inc. dba Meals For Good. The estimated contract award amount is \$1,441,145.32 for a 1-year term. ([Family Services Department Head Start Division] **Procurement Division**) **Page 47-48**
2. Approval to award Invitation for Bids Y16-789-MM, Orange County Convention Center West Building Restrooms Renovation, to the low responsive and responsible bidder, J. Kokolakis Contracting, Inc. The total contract award amount is \$14,982,000, including Additive #1 for restrooms 43 and 44 and Additive #2 for restrooms 69.1 and 70.1. ([Convention Center Capital Planning and Building Systems Division] **Procurement Division**) **Page 49-52**
3. Approval to award Invitation for Bids Y16-794-MM, Orange County Convention Center North South Roofing Fall Arrest System, to the sole responsive and responsible bidder, Core Construction Services of Florida, LLC. The total contract award amount is \$1,821,000. ([Convention Center Capital Planning and Building Systems Division] **Procurement Division**) **Page 53-56**
4. Approval to award Invitation for Bids Y16-796-CH, Town Center Boulevard Sidewalk and Curb Ramp Intersection Improvements, to the low responsive and responsible bidder, MCG Services, LLC. The estimated contract award amount is \$391,777.50. ([Public Works Department Traffic Engineering Division] **Procurement Division**) **Page 57-60**
5. Approval to award Invitation for Bids Y16-7003-CC, State Attorney Grand Jury Room, to the sole responsive and responsible bidder, Grove Construction Corporation. The total contract award amount is \$103,835. ([Administrative Services Department Capital Projects Division] **Procurement Division**) **Page 61-64**
6. Approval to award Invitation for Bids Y16-7005-CH, Destination Parkway Section 1B/2A (A.K.A. Canadian Court/John Young Parkway Connector Roadway) Improvements (from Tradeshow Boulevard to West of Universal Boulevard), to the low responsive and responsible bidder, Jr. Davis Construction Company, Inc. The estimated contract award amount is \$7,083,510.04. ([Public Works Department Engineering Division] **Procurement Division**) **Page 65-68**
7. Approval of Amendment No. 2, Contract Y12-824, Final Engineering Design Services for Lake Underhill Road (from West of Econlockhatchee Trail to West of Rouse Road), with Stantec Consulting Services, Inc. in the amount of \$404,425.02 for a revised contract amount of \$1,602,514.54. ([Public Works Department Engineering Division] **Procurement Division**) **Page 69-70**

CONTINUED

TUESDAY, SEPTEMBER 20, 2016

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

8. Approval to award Invitation for Bids Y16-1092-DG, Janitorial Services for the Orange County Courthouse and Juvenile Justice Center, to the low responsive and responsible bidder, Building Maintenance Services, Inc. The estimated contract award amount is \$809,645.92 for a 1-year term contract. ([Administrative Services Department Facilities Management Division) **Procurement Division) Page 71-73**
9. Approval and execution of Ground Lease Agreement between Journey Christian Church, Inc. and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal options and execute Estoppel Certificates, if needed for Journey Church Neighborhood Park, File #8001, 1965 S. Orange Blossom Trail, Apopka, Florida. (INVEST) District 2. **(Real Estate Management Division) Page 74-75**
10. Approval and execution of Fourth Amendment to Lease Agreement for Office Facilities between Church Street Investment Properties, Inc. and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal options and execute Tenant Estoppel Certificates, if needed for Magnolia Place, Lease File #2028, 109 E. Church Street, Suites 200, 300, 400, and 450, Orlando, Florida. District 3. **(Real Estate Management Division) Page 76-77**
11. Approval and execution of Termination of Easement Agreement and authorization to record instrument for Wetherbee Road – Phase II (Landstar Blvd to Harness Track Property). District 4. **(Real Estate Management Division) Page 78-79**
12. Approval of As Is Residential Contract for Sale and Purchase between Orange County and Carmen G. Barahona, approval and execution of County Deed from Orange County to Carmen G. Barahona and authorization to perform all actions necessary and incidental to closing for NSP Resale – 2322 Arbor Court, Orlando, FL 32817 (NCST). District 5. **(Real Estate Management Division) Page 80-81**
13. Approval of As Is Residential Contract for Sale and Purchase with Comprehensive Riders to the Residential Contract for Sale and Purchase and Addendum to Contract between Orange County and Yoel Mena Rodriguez and Natasha Noriega Carvajal, approval and execution of County Deed from Orange County to Yoel Mena Rodriguez and Natasha Noriega Carvajal and authorization to perform all actions necessary and incidental to closing for NSP Resale – 2618 Pisces Drive, Orlando, FL 32837 (NCST). District 4. **(Real Estate Management Division) Page 82-83**

CONTINUED

TUESDAY, SEPTEMBER 20, 2016

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

14. Approval of Quit Claim Deeds from Central Florida Expressway Authority to Orange County, approval and execution of County Deed from Orange County to Central Florida Expressway Authority and authorization to disburse funds to pay recording fees and record instruments for State Road 429, Daniel Webster Western Beltway, Part C. District 1. **(Real Estate Management Division) Page 84-85**
15. Approval of Warranty Deed from Savi Investments LLC to Orange County and authorization to perform all actions necessary and incidental to closing for Lake Avalon PD (Avalon Road) (RAC). District 1. **(Real Estate Management Division) Page 86-87**

D. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. **Note: This item will be pulled to be heard with Public Hearing D.5.**
Approval and execution of Adequate Public Facilities Agreement for The Grow PD (a/k/a Lake Pickett South) by and among Banksville of Florida, Inc., Nivesa of Florida, Inc., New Ideas Incorporated, Margot H. Lopez; and Orange County. District 5. **(Development Review Committee) Page 88-117**
2. Approval and execution of: Single Family Affordable Housing Agreement between Orange County, Florida and Family Promise of Greater Orlando; Resolution of the Orange County Board of County Commissioners regarding authorization to convey certain county property interests to Family Promise of Greater Orlando, Inc.; and County Deed from Orange County to Family Promise of Greater Orlando, Inc. and authorization to perform all actions necessary and incidental to closing to facilitate the conveyance of a property for affordable housing. District 2. **(Housing and Community Development Division) Page 118-145**
3. Approval and execution of Supplemental Agreement to Transportation Agreement North of Albert's PD 2015 Roads A, B, and C (Section C-1) by and between Westside Shoppes, LLC and Orange County providing for the Developer to design, permit and construct roadway improvements to connect Road C-1 to Tattant Boulevard and be reimbursed for actual costs not to exceed \$30,782.02. District 1. **(Roadway Agreement Committee) Page 146-162**

CONTINUED

TUESDAY, SEPTEMBER 20, 2016

I. CONSENT AGENDA (Continued)

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

4. **Note: This item will be pulled to be heard with Public Hearing D.5.**
Approval and execution of Road Network and Mitigation Agreement (The Grow (a/k/a Lake Picket South) S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road by and among American Land Investments of Orange County, LLC, Banksville of Florida, Inc., Nivesa of Florida, Inc., New Ideas Incorporated, Margot H. Lopez, and Orange County to fund transportation improvements and provide for a road network to mitigate the traffic effects from The Grow Development. District 5 **(Roadway Agreement Committee) Page 163-203**

E. FAMILY SERVICES DEPARTMENT

1. Approval to process payment of Department of Juvenile Justice (DJJ) invoices for FY 2016-2017 up to \$5,000,000. **(Fiscal Division) Page 204**
2. Approval and execution of Florida Department of Children and Families Application for a License to operate a Child Care Facility at Taft Head Start. This application is only executed by Orange County. **(Head Start Division) Page 205-209**

F. HEALTH SERVICES DEPARTMENT

1. Approval and execution of the renewal Paratransit Services License for Access Lynx 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 210-213**
2. Approval and execution of the renewal Paratransit Services License for ProMed Transportation, Inc. 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 214-217**
3. Approval and execution of the renewal Paratransit Services License for ANM Wheelchair Transportation, 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 218-221**
4. Approval and execution of the renewal Paratransit Services License for Florida Medtrans Corp. 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 222-225**

CONTINUED

TUESDAY, SEPTEMBER 20, 2016

I. CONSENT AGENDA (Continued)

F. HEALTH SERVICES DEPARTMENT (Continued)

5. Approval and execution of Contract between Orange County Board of County Commissioners and State of Florida Department of Health for Operation of the Orange County Health Department Contract Year 2016-2017. Orange County's cash contribution is a total of \$1,419,449 to be submitted to the Health Department in quarterly installments of \$354,862.25. **Page 226-247**

G. PUBLIC WORKS DEPARTMENT

1. Authorization to record the plat of Zen Luxury Living. District 1. **(Development Engineering Division) Page 248**
2. Approval and execution of Use Agreement between Hunter's Creek Community Association, Inc. and Orange County, Florida for the maintenance of Tract H and I within the Pointe of Hunter's Creek Subdivision. District 1. **Page 249-266**
3. Authorization to record the plat of Bainbridge Grande Pines. District 1. **(Development Engineering Division) Page 267**

H. UTILITIES DEPARTMENT

1. Approval and execution of Second Amendment and Renewal to the Contract for Operation, Maintenance and Engineering Services for the Water Conserv II Reclaimed Water System Joint Facilities by and between the City of Orlando, Florida, Orange County, Florida and Woodard & Curran, Inc. and approval of funding for the Orange County/City of Orlando Water Conserv II Joint Facilities Annual Target Budget with Woodard & Curran, Inc. The County's share of the estimated project budget is \$4,865,505.71. All Districts. **(Water Reclamation Division) Page 268-279**

CONTINUED

TUESDAY, SEPTEMBER 20, 2016

II. DISCUSSION AGENDA

A. HEALTH SERVICES DEPARTMENT

1. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding certain services fees charged by Orange County Health Department and authorizing revisions to the schedule of fees to take effect immediately. **Page 280-283**

B. ADMINISTRATIVE SERVICES DEPARTMENT

1. Selection of one firm and one ranked alternate to provide Labor/Management Legal Counsel Services, Request for Proposals Y16-1074-LC, from the following two firms, listed alphabetically:
 - Dean, Ringers, Morgan & Lawton, P.A.
 - GrayRobinson, P.A.([Office of Accountability Risk Management Division and Professional Standards Division] **Procurement Division**) **Page 284-288**

C. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Development Activity and School Impact Fee Increase. **Page 289**

R E C E S S

TUESDAY, SEPTEMBER 20, 2016

MEETING STARTS AT 2:00 p.m.

III. RECOMMENDATIONS

September 1, 2016 Board of Zoning Adjustment Recommendations

CONTINUED

TUESDAY, SEPTEMBER 20, 2016

IV. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Board of Zoning Adjustment Board-Called

- 1.✓ Applicant: Margaret Rogers, Case # VA-15-12-118, May 5, 2016; District 2 (Continued from July 12, 2016)

B. Development Plan

- 2.✓ Applicant: Scott M. Gentry, Kelly, Collins & Gentry, Inc., Hamlin PD/UNP/Publix PSP/Lot B Commercial DP, Case # DP-16-03-108; District 1

C. Substantial Change

- 3.✓ Applicant: John T. Townsend, Donald W. McIntosh Associates, Inc., Ginn Property Planned Development/Land Use Plan (PD/LUP), Case # CDR-16-04-142, amend plan; District 4
- 4.✓ Applicant: William E. Burkett, Burkett Engineering, Inc., Collegiate Village Planned Development/Land Use Plan (PD/LUP), Case # CDR-16-01-036, amend plan; District 5

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

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

CONTINUED

TUESDAY, SEPTEMBER 20, 2016

IV. PUBLIC HEARINGS (Continued)

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

D. Rezoning/Planning and Zoning Commission Appeal

- 5.✓ Case # LUP-16-01-002: A-2 (Farmland Rural District), R-CE-5 (Rural Country Estate Residential District), and PD (Planned Development District) (Walker Cove PD) to The GROW PD-RP (Planned Development-Regulating Plan) (Continued from July 12, 2016)

and

Appellant: Larry Frankel, Bryrdley Realty Co., LLC

Applicant: Dwight Saathoff, Project Finance and Development, Case # LUP-16-01-002, April 21, 2016; District 5 (Continued from July 12, 2016)

Public hearing scheduled for 5:01 p.m.

Second Library Budget Public Hearing

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

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

* * *

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

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

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

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

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



OFFICE OF THE COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

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

COUNTY COMMISSION AGENDA
Tuesday, September 20, 2016

COUNTY COMPTROLLER

Items Requiring Consent Approval

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

2. Disposition of Tangible Personal Property

Approval is requested of the following:

- a. Dispose of assets not found during fiscal years 1991 to 2011 inventory cycles



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Property Accounting Department
109 E. Church St, Suite 215
Orlando, Florida 32801-3340
Telephone: (407) 836-5792
FAX: (407) 836-5759

The following information is associated with P16-013:

The Orange County Comptroller's Office has revised its procedure for reporting assets not located during the yearly inventory cycle by Division/Department custodian/designee. Assets reported as un-located during fiscal year 1991 to fiscal year 2011 will be disposed of in the Advantage Fixed Asset System. In the future, un-located assets will generally be disposed of on a rolling five year basis. In the event assets are stolen, such assets will be reported to the BCC for approval in the year they are stolen.

Asset Notes:

At the time the listed assets were reported missing, County Administration/Divisions were notified and efforts were undertaken to locate the missing assets.

Records prior to 1999 have been destroyed in accordance with Florida State Statutes.

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value
001199	WELDER,MILLER	10/1/1980	0.00
001299	DUMP TRUCK,STERLING	4/15/2003	0.00
001561	RIDING MOWER,KUBOTA	4/1/1988	0.00
001562	RIDING MOWER,KUBOTA	4/1/1988	0.00
001568	MOWER MTD 23 FT MOTRIM	5/1/1988	0.00
001570A	MOWER MTD 23FT MOTRIM	6/1/1988	0.00
001596	TOWED MOWER,TERRAIN KING	2/20/1989	0.00
002014	GOLF CART,HYUNDAI	2/25/1992	0.00
002038	UTILITY CART,KAWASAKI	8/3/1993	0.00
002063	ATV,HONDA	3/28/1995	0.00
002236	RIDING MOWER,SCAG	6/22/2000	0.00
002237	RIDING MOWER,SCAG	6/22/2000	0.00
002273	TRAILER,REALLY INNOVATIONS	10/19/2000	0.00
002350	RIDING MOWER	10/1/1975	0.00
002424	RIDING MOWER,GRAVELY	10/1/1977	0.00
002438	TOWED FLAIL MOWER	10/1/1978	0.00
002556	CART,YAMAHA	6/1/1986	0.00
002570	TOWED MOWER	8/1/1985	0.00
002810	GOLF CART,YAMAHA	3/5/1990	0.00
002831	RIDING MOWER,HUSTLER	7/1/1987	0.00
002915	WALK BEHIND MOWER,BUNTON	2/15/1994	0.00
002920	TOWED FLAIL MOWER,MOTRIM	9/6/1994	0.00
002925	WALK BEHIND MOWER,BUNTON	12/20/1994	0.00
002934	LAWN MOWER,BUNTON	12/20/1994	0.00
002948	WALK BEHIND MOWER,BUNTON	8/14/1995	0.00
002966	RIDING MOWER,GRAVELY	10/23/1996	0.00
003807A	FLATBED DUMP TRUCK,CHEVROLET	8/31/1992	0.00
003896	PICKUP TRUCK,DODGE	9/1/1985	0.00
004464	PICKUP TRUCK,CHEVROLET	6/12/1989	0.00
004547	CAR,CHEVROLET	4/23/1990	0.00
004642	PICKUP TRUCK,DODGE	6/25/1990	0.00
005024	UTILITY CART,CUSHMAN	6/1/1987	0.00
008026	LOADER,BOBCAT	8/2/2001	0.00
008026A	CONBINATION BUCKET,BOBCAT	8/2/2001	0.00
008212	EXCAVATOR,BADGER	10/1/1982	0.00
008247	TRACTOR,FORD	10/1/1982	0.00
008260	CONCRETE MIXER	8/1/1985	0.00
008310	TRACTOR,FORD	4/1/1987	0.00
008349	TRACTOR,KUBOTA	5/1/1988	0.00
008367	TRACTOR,KUBOTA	10/1/1988	0.00
008374	RIDING MOWER,JACOBSEN	9/1/1988	0.00
008404	TRACTOR,FORD	7/17/1989	0.00
008407	TRACTOR,FORD	7/17/1989	0.00
008414	LOADER,BOBCAT	1/29/1990	0.00
008415	TRACTOR,BOBCAT	2/26/1990	0.00
008446	BULLDOZER,DRESSER	5/21/1990	0.00
008468	TRACTOR,FORD	4/30/1991	0.00
008472	TRACTOR,FORD	4/30/1991	0.00
008694	BACKHOE,JOHN DEERE	6/10/1999	0.00
008699	STUMP CUTTER,VERMEER	6/24/1999	0.00
009146	BUS,DODGE	10/1/1976	0.00
009230	SPRAYER,(BEAM) TRESKA	10/1/1975	0.00
009299	TRAILER	9/1/1988	0.00
009441	TRAILER,CRONKHITE	4/5/1994	0.00
009502	TRAILER,E-Z HITCH TRLR	3/19/1996	0.00
009529	GENERATOR,DMT	2/4/1997	0.00
009574	TRAILER,INTERSTATE	9/17/1998	0.00
028031	UTILITY CART,KAWASAKI	12/13/2001	0.00
028073	UTILITY CART,KAWASAKI	12/6/2002	0.00
080001	STUMP CUTTER,VERMEER	5/24/2001	0.00
090027	CARGO TRAILER,WELD-RITE	8/31/2004	0.00
103250	ANTENNA,MOTOROLA	5/4/1993	0.00
104749	SHOTGUN,SKB	10/1/1988	0.00
151536X	MICROFICHE READER,FRF	10/1/1975	0.00
240485	COMPUTER,DELL	2/4/1999	0.00
250115	TV INTERFACE UNIT,RHYTHMSIM	10/8/1996	0.00
250243	PROJECTOR,GE	10/20/1992	0.00
250244	MONITOR,NEC	10/20/1992	0.00
250459	24-PORT DIGITAL CIRCUIT PACK,AVAYA	1/25/2001	0.00
250461	24-PORT DIGITAL CIRCUIT PACK,AVAYA	1/25/2001	0.00
250500	DATA UNIT,SUNVIEW	3/28/2002	0.00
250510	DATA UNIT,SUNVIEW	3/28/2002	0.00

Asset Number	Asset Description	Purchase Date	Depreciated Value
922268	PORTABLE RADIO,MOTOROLA	7/16/1991	0.00
922281	PORTABLE RADIO,MOTOROLA	11/19/1991	0.00
922286	PORTABLE RADIO,MOTOROLA	11/19/1991	0.00
922316	DELUGE GUN MONITOR,ELKHART COMMUNICATIONS SYSTEM	7/9/1991	0.00
922346	MONITOR,DICTAPHONE CORP	7/16/1991	0.00
922349	RADIO REPRODUCER,DICTAPHONE CORP COMMUNICATIONS SYSTEM	7/16/1991	0.00
922351	MONITOR,DICTAPHONE CORP	7/16/1991	0.00
922367	HAZMAT SUIT,CHEMFAB	6/11/1991	0.00
922402	PORTABLE RADIO,MOTOROLA	12/10/1991	0.00
922432	PORTABLE RADIO,MOTOROLA	12/10/1991	0.00
922433	PORTABLE RADIO,MOTOROLA	12/10/1991	0.00
922443	PORTABLE RADIO,MOTOROLA	12/10/1991	0.00
922458	PORTABLE RADIO,MOTOROLA	12/10/1991	0.00
922486	PORTABLE RADIO,MOTOROLA	12/10/1991	0.00
922502	PORTABLE RADIO,MOTOROLA	12/10/1991	0.00
922562	PORTABLE RADIO,MOTOROLA	1/7/1992	0.00
922575	PORTABLE RADIO,MOTOROLA	1/7/1992	0.00
922622	PORTABLE RADIO,MOTOROLA	11/24/1992	0.00
922643	PORTABLE RADIO,MOTOROLA	6/15/1993	0.00
922645	PORTABLE RADIO,MOTOROLA	6/15/1993	0.00
922659	PORTABLE RADIO,MOTOROLA	8/24/1993	0.00
922700	ANTENNA,AUDIO COUNTRY	6/22/1993	0.00
922726	COMPUTER,DEC	8/18/1992	0.00
922791	BATTERY CHARGER,MEDTRONIC PHYSIO-CONTROL	4/7/1992	0.00
922797	PRINTER,IBM	6/30/1992	0.00
922798	PRINTER,IBM	6/30/1992	0.00
922799	PRINTER,IBM	7/14/1992	0.00
922800	PRINTER,IBM	7/14/1992	0.00
922823	CASCADE SYSTEM,ALLIED AIR	11/26/1991	0.00
922857	AIR COMPRESSOR,MAKO	2/11/1992	0.00
922881	PORTABLE RADIO,MOTOROLA	6/30/1992	0.00
922882	PORTABLE RADIO,MOTOROLA	6/30/1992	0.00
922904	PORTABLE RADIO,MOTOROLA	6/16/1992	0.00
922906	PORTABLE RADIO,MOTOROLA	6/16/1992	0.00
922918	PORTABLE RADIO,MOTOROLA	6/16/1992	0.00
922920	PORTABLE RADIO,MOTOROLA	6/16/1992	0.00
922929	HANDHELD SEARCH LIGHT,MAXA-BEAM	6/9/1992	0.00
922933	AIR SAMPLER,NEOTRONICS	7/7/1992	0.00
922935	LAPTOP,TOSHIBA	6/23/1992	0.00
922956	VALVE,HUMAT	9/30/1992	0.00
922960	LAPTOP,TOSHIBA	8/18/1992	0.00
922969	ENCODER	8/25/1992	0.00
922970	SOUND SYSTEM,SHURE	9/1/1992	0.00
922996	DISPLAY PANEL,RADIUS	10/13/1992	0.00
923036	COPIER,XEROX	9/17/1990	0.00
924006	DESK,FLORIDA DESK	9/23/1992	0.00
924039	COMPUTER	8/21/1992	0.00
924044	LAPTOP	8/21/1992	0.00
924060	COMPUTER,UNISYS	8/20/1992	0.00
924061	MODEM,IBM	10/12/1992	0.00
924064	MODEM,IBM	10/12/1992	0.00
924066	MODEM,IBM	10/12/1992	0.00
924069	MODEM,IBM	10/12/1992	0.00
924071	CONSOLE,SYNOPTICS	10/13/1992	0.00
924078	COMPUTER,DEC	9/30/1992	0.00
924079	COMPUTER,DEC	9/30/1992	0.00
924084	COMPUTER,DEC	9/30/1992	0.00
924087	COMPUTER,DEC	9/30/1992	0.00
924093	COMPUTER,DEC	9/30/1992	0.00
924097	COMPUTER,DEC	9/30/1992	0.00
924103	COMPUTER,DEC	9/30/1992	0.00
924104	COMPUTER,DEC	9/30/1992	0.00
924107	COMPUTER,DEC	9/30/1992	0.00
924110	COMPUTER,DEC	9/30/1992	0.00
924113	COMPUTER,DEC	9/30/1992	0.00
924122	COMPUTER,DEC	9/30/1992	0.00
924124	COMPUTER,DEC	9/30/1992	0.00
924129	COMPUTER,DEC	9/30/1992	0.00
924130	COMPUTER,DEC	9/30/1992	0.00
924134	COMPUTER,DEC	9/30/1992	0.00
924136	COMPUTER,DEC	9/30/1992	0.00
924140	COMPUTER,DEC	9/30/1992	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
250511	DATA UNIT,SUNVIEW	3/28/2002	0.00	924145	COMPUTER,DEC	9/30/1992	0.00
250513	DATA UNIT,SUNVIEW	3/28/2002	0.00	924149	COMPUTER,DEC	9/30/1992	0.00
250535	PISTOL,RUGER	12/11/1997	0.00	924172A	VALIDATOR PRINTER	1/22/1999	0.00
251087	AIR BAG,PARATECH	3/7/2002	0.00	924178	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
251275	SEWER PIPE PLUG,PRIMELINE PRODUCTS	6/13/2002	0.00	924188	COMPUTER,DEC	11/3/1992	0.00
251276	SEWER PIPE PLUG,PRIMELINE PRODUCTS	6/13/2002	0.00	924191	SERVER,DEC	11/3/1991	0.00
252210	PROJECTOR,PROXIMA	10/11/2002	0.00	924197	PRESSURE WASHER,DAYTON	4/20/1993	0.00
252577	PIPE PLUG,PRIMELINE PRODUCTS	2/19/2004	0.00	924234	COMPUTER,DEC	9/30/1992	0.00
252843	TABLET PC,DELL	7/1/2005	0.00	924235	COMPUTER,DEC	9/30/1992	0.00
300304	GENERATOR,ONAN	10/1/1978	0.00	924243	COMPUTER,DEC	9/30/1992	0.00
300521	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	10/1/1977	0.00	924248	COMPUTER,DEC	9/30/1992	0.00
300795	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	10/1/1977	0.00	924251	COMPUTER,DEC	9/30/1992	0.00
300903	DRAGLINE BUCKET	10/1/1977	0.00	924258	COMPUTER,DEC	9/30/1992	0.00
301023	CONSOLE MTR COMD CONT UNIT	10/1/1978	0.00	924264	COMPUTER,DEC	9/30/1992	0.00
301025	PHONE RECORDER,MOTOROLA	10/1/1978	0.00	924268	COMPUTER,DEC	9/30/1992	0.00
301048	RADIO BASESTATION,MOTOROLA	10/1/1981	0.00	924272	COMPUTER,DEC	9/30/1992	0.00
301107	OSCILLOSCOPE	10/1/1980	0.00	924274	COMPUTER,DEC	9/30/1992	0.00
301305	TOOL SET	10/1/1977	0.00	924275	COMPUTER,DEC	9/30/1992	0.00
301463	WATER TANK	10/1/1977	0.00	924282	COMPUTER,DEC	9/30/1992	0.00
301630	PUBLIC ADDRESS SYSTEM,EKTACOM	10/1/1978	0.00	924286	COMPUTER,DEC	9/30/1992	0.00
301863	MOBILE RADIO,MOTOROLA	10/1/1978	0.00	924327	COMPUTER,IDE	8/25/1992	0.00
301864	MOBILE RADIO,MOTOROLA	10/1/1978	0.00	924339	PROBRIDGE,HUGHES	10/13/1992	0.00
302078	TOOL SET	10/1/1978	0.00	924344	COMPUTER,COMPAQ	10/13/1992	0.00
302116	DICTATION EQUIPMENT	10/1/1978	0.00	924450	STEAM CLEANER,SNAP-ON TOOLS	11/10/1992	0.00
302152	RADIO BASESTATION,MOTOROLA	10/1/1978	0.00	924457	LAPTOP,TOSHIBA	10/13/1992	0.00
302209	CONFERENCE TABLE	10/1/1978	0.00	924483	DESK,FLORIDA DESK	9/30/1992	0.00
302232	DEFIBRILLATOR	10/1/1978	0.00	924496	PRESSURE WASHER,HOMELITE	1/12/1993	0.00
302425	ICE MACHINE,MANITOWAC	10/1/1978	0.00	924517	COMPUTER,COMPAQ	12/31/1992	0.00
302524	GENERATOR	10/1/1982	0.00	924518	COMPUTER,COMPAQ	12/31/1992	0.00
302620	MODEM,ASTROCOM	10/1/1980	0.00	924519	COMPUTER,COMPAQ	12/31/1992	0.00
302644	TRANSCIVER	10/1/1978	0.00	924520	COMPUTER,COMPAQ	12/31/1992	0.00
302869	MODEM,UDS	10/1/1979	0.00	924522	CONCENTRATOR,SYNOPTICS	12/31/1992	0.00
302870	KEY PUNCH CONSOLE	10/1/1979	0.00	924526	TELEPHONE SYSTEM,TOSHIBA STRATA	12/22/1992	0.00
302918	MOBILE RADIO,MOTOROLA	10/1/1979	0.00	924531	TELEPHONE SYSTEM,TOSHIBA STRATA	12/22/1992	0.00
302932	HOSE RACK	10/1/1979	0.00	924537	TELEPHONE SYSTEM,TOSHIBA STRATA	12/22/1992	0.00
302952	FILM PROCESSOR	10/1/1983	0.00	924538	TELEPHONE SYSTEM,TOSHIBA STRATA	12/22/1992	0.00
302966	DEFIBRILLATOR	10/1/1979	0.00	924612	LAPTOP,GRID	8/3/1993	0.00
303032	HEART MONITOR	10/1/1979	0.00	924623	FORCE SLED,KEISER CORP	5/17/1994	0.00
303206	LIFT HYD SGL DOVER	10/1/1979	0.00	924635	CAMCORDER,PANASONIC	9/7/1993	0.00
303214	AIR COMPRESSOR,LEE PATTERSON	10/1/1979	0.00	924650	COMPUTER,DELL	3/15/1994	0.00
303217	WHEEL ALIGNMENT MACHINE	10/1/1979	0.00	924709	TABLE,WOOD	3/9/1993	0.00
303247	OVERHEAD AIR PUMP	10/1/1979	0.00	924736	TERMINAL,IBM	5/11/1993	0.00
303248	OVERHEAD OIL PUMP	10/1/1979	0.00	924749	TERMINAL,IBM	5/11/1993	0.00
303314	OVERHEAD AIR PUMP	10/1/1979	0.00	924756	COMPUTER,COMPAQ	11/24/1992	0.00
303315	OVERHEAD GREASE REEL	10/1/1979	0.00	924803	CART,BANQ-ROLL	12/15/1992	0.00
303535	REFRIGERATOR	10/1/1979	0.00	924804	CART,BANQ-ROLL	12/15/1992	0.00
303864	HEART MONITOR	10/1/1979	0.00	924861	TAPE DRIVE,ROBOTICS	4/9/1992	0.00
303962	METHANE/OXYGEN METER,BIOMARINE	10/1/1979	0.00	924881	SPRAYER,AMSPRAY	1/19/1993	0.00
304210	HEART MONITOR	10/1/1980	0.00	924914	PRINTER,HEWLETT PACKARD	8/25/1992	0.00
304211	DEFIBRILLATOR	10/1/1980	0.00	924919	PRINTER,HEWLETT PACKARD	8/20/1992	0.00
304255	DICTATION EQUIPMENT	10/1/1980	0.00	924921	PRINTER,HEWLETT PACKARD	8/20/1992	0.00
304257	TELEMETRY UNIT	10/1/1980	0.00	924922	PRINTER,HEWLETT PACKARD	8/20/1992	0.00
304346	WALK IN COOLER	10/1/1980	0.00	924931	TAPE RECORDER,SONY	1/19/1993	0.00
304412	AIR PACK	10/1/1980	0.00	924947	LAPTOP,TOSHIBA	1/26/1993	0.00
304487	MODEM,ASTROCOM	10/1/1982	0.00	924952	LAPTOP,TOSHIBA	1/26/1993	0.00
304599	PORTABLE RADIO,MOTOROLA	10/1/1980	0.00	924953	LAPTOP,TOSHIBA	1/26/1993	0.00
304624	PORTABLE RADIO,MOTOROLA	10/1/1980	0.00	924993	MEGOHMETER,AMEC	1/26/1993	0.00
304680	GENERATOR,ONAN	10/1/1980	0.00	925014	MOBILE RADIO,MOTOROLA	2/16/1993	0.00
304749	GENERATOR,SULLAIR	10/1/1980	0.00	925038	MOBILE RADIO,MOTOROLA	2/16/1993	0.00
304910	CRANE	10/1/1980	0.00	925039	AUTO LEVEL,TOPCON	1/26/1993	0.00
304980	WEIGHT MACHINE	10/1/1980	0.00	925102	WELDER,LINCOLN	3/9/1993	0.00
304981	WEIGHT MACHINE	10/1/1980	0.00	925107	COMPUTER,COMPAQ	2/16/1993	0.00
305157	MODULES TRAN/RVCVR (4UNITS) MTR	10/1/1980	0.00	925114	ICE MACHINE,MANITOWOC	2/9/1993	0.00
305169	TELEMETRY SCANNER,MOTOROLA	10/1/1980	0.00	925118	TERMINAL,DEC	4/20/1993	0.00
360213	FILE CABINET	10/1/1975	0.00	925144	HOIST	4/15/1993	0.00
500079	PRESSURE WASHER,MTM	10/17/2003	0.00	925200	AUTOMOBILE TRAINING SYSTEM,MITCHEL	11/17/1992	0.00
500080	PRESSURE WASHER,MTM	10/17/2003	0.00	925221	TELEPHONE SYSTEM,PREMIER	9/2/1992	0.00
500164	MOBILE BEER COOLER,PERLICK	9/24/2003	0.00	925225	SERVER,NETWORK GENERAL	3/30/1993	0.00
500364	SLICER,HOBART	8/26/2002	0.00	925245	COMPUTER,COMPAQ	9/2/1992	0.00
500367	SLICER,HOBART	8/26/2002	0.00	925247	COMPUTER,COMPAQ	9/2/1992	0.00
500394	FOOD PROCESSOR,ROBOT COUPE	10/15/2003	0.00	925302	MODULAR OFFICE BUILDING,MOBILE FIELD	8/10/1993	0.00
500656	DYNAMOMETER,CREFITIED SLINGS	1/8/2004	0.00	925441	OFC	3/9/1993	0.00
					LETTERING SYSTEM		

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
500956	CARPET EXTRACTOR,AMBASSADOR	9/13/2004	0.00	925452	COPIER,CANON	5/25/1993	0.00
500959	CARPET EXTRACTOR,AMBASSADOR	9/13/2004	0.00	925528	COMPUTER,COMPAQ	3/16/1993	0.00
501046	PORTABLE RADIO,MOTOROLA	11/3/2002	0.00	925529	COMPUTER,COMPAQ	3/16/1993	0.00
501048	PORTABLE RADIO,MOTOROLA	11/3/2002	0.00	925550	CART,PLASTOCON	3/23/1993	0.00
501054	PORTABLE RADIO,MOTOROLA	11/3/2002	0.00	925568	CART,PLASTOCON	3/23/1993	0.00
501063	PORTABLE RADIO,MOTOROLA	11/3/2002	0.00	925577	AIR CONDITIONER,TEMPACO	3/30/1993	0.00
501071	PORTABLE RADIO,MOTOROLA	4/17/2003	0.00	925621	COMPUTER,APPLE	5/25/1993	0.00
501094	PORTABLE RADIO,MOTOROLA	2/13/2003	0.00	925622	DESK,LUI	5/25/1993	0.00
501260	PORTABLE RADIO,MOTOROLA	8/1/2003	0.00	925639	MULTIPLEXER,IBM	5/25/1993	0.00
501261	PORTABLE RADIO,MOTOROLA	8/1/2003	0.00	925640	MULTIPLEXER,IBM	5/25/1993	0.00
501271	PORTABLE RADIO,MOTOROLA	8/1/2003	0.00	925643	PROCESSOR,IBM	5/25/1993	0.00
501339	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925645	HOIST,ROSE	5/11/1993	0.00
501346	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925663	RIDING MOWER,HUSTLER	5/4/1993	0.00
501348	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925685	TENT,KIRBY	6/29/1993	0.00
501361	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925719	COPIER,MINOLTA	9/15/1993	0.00
501363	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925732	MOBILE RADIO,MOTOROLA	7/14/1994	0.00
501365	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925752	BRIDGE,MOTOROLA	11/2/1993	0.00
501376	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925830	BRIDGE,MOTOROLA	3/8/1994	0.00
501379	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925831	BRIDGE,MOTOROLA	3/8/1994	0.00
501380	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925832	BRIDGE,MOTOROLA	3/8/1994	0.00
501383	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925837	PORTABLE RADIO,MOTOROLA	4/19/1994	0.00
501384	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925838	PORTABLE RADIO,MOTOROLA	4/19/1994	0.00
501398	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925840	PORTABLE RADIO,MOTOROLA	4/19/1994	0.00
501403	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925862	DISPATCH CONSOLE,MOTOROLA	5/24/1994	0.00
501418	PORTABLE RADIO,MOTOROLA	2/23/2004	0.00	925871	REPEATER,DEC	6/21/1994	0.00
501515	PORTABLE RADIO,MOTOROLA	3/8/2004	0.00	925890	EKG MACHINE,PROPAQ	2/23/1993	0.00
501543	PORTABLE RADIO,MOTOROLA	4/12/2004	0.00	925924	COMPUTER,IBM	3/30/1993	0.00
501544	PORTABLE RADIO,MOTOROLA	5/26/2004	0.00	925925	LAPTOP,IBM	3/30/1993	0.00
501553	PORTABLE RADIO,MOTOROLA	4/20/2004	0.00	925950	COMPUTER,DELL	7/27/1993	0.00
501615	PORTABLE RADIO,MOTOROLA	8/2/2004	0.00	926010	PORTABLE RADIO,MOTOROLA	3/11/1999	0.00
501700	PORTABLE RADIO,MOTOROLA	4/14/2005	0.00	926014	PORTABLE RADIO,MOTOROLA	4/1/1999	0.00
502203	BEER DISPENSER,PERLICK	6/7/2005	0.00	926016	PORTABLE RADIO,MOTOROLA	4/1/1999	0.00
502206	BEER DISPENSER,PERLICK	6/7/2005	0.00	926021	PORTABLE RADIO,MOTOROLA	4/1/1999	0.00
502360	PORTABLE RADIO,MOTOROLA	12/6/2004	0.00	926036	MONITOR,DELL	3/25/1999	0.00
502442	PORTABLE RADIO,MOTOROLA	3/9/2005	0.00	926052	PORTABLE RADIO,MOTOROLA	3/18/1999	0.00
503119	HAMMER DRILL,HILTI	12/1/2006	0.00	926188	COMPUTER,DELL	2/4/1999	0.00
503367	PORTABLE RADIO,MOTOROLA	8/1/2006	0.00	926252	PORTABLE RADIO,MOTOROLA	5/13/1999	0.00
503439	PORTABLE RADIO,MOTOROLA	1/25/2007	0.00	926253	PORTABLE RADIO,MOTOROLA	5/13/1999	0.00
507456	PORTABLE RADIO,MOTOROLA	10/7/2011	177.70	926270	LAPTOP,DELL	6/3/1999	0.00
641432	SAFE,DIEBOLD	10/1/1975	0.00	926326	DELUGE GUN MONITOR,ELKHART	2/18/1999	0.00
720232	MONITOR,DELL	10/16/2002	0.00	926328	DELUGE GUN MONITOR,ELKHART	2/18/1999	0.00
720617	GENERATOR,HONDA	11/18/2002	0.00	926368	COMPUTER,DELL	6/3/1999	0.00
720784	PRINTER,HEWLETT PACKARD	11/4/2002	0.00	926369	LAPTOP,DELL	6/3/1999	0.00
720922	MICROPHONE,LECTROSONICS	11/2/2001	0.00	926408	PRINTER,HEWLETT PACKARD	2/4/1999	0.00
720945	LAPTOP,FUJITSU	2/14/2003	0.00	926523	PRINTER,HEWLETT PACKARD	2/4/1999	0.00
721024	MONITOR,MOTOROLA	10/16/2002	0.00	926577	LAPTOP,COMPAQ	1/10/1997	0.00
721088	COMPUTER,DELL	2/6/2003	0.00	926604	COMPUTER,DELL	1/21/1999	0.00
721111	COMPUTER,DELL	2/6/2003	0.00	926610	COMPUTER,DELL	1/21/1999	0.00
721230	PIPE PLUG,SOUTHERN SEWER EQUIPMENT	5/5/2003	0.00	926611	MONITOR,DELL	1/21/1999	0.00
721231	PIPE PLUG,SOUTHERN SEWER EQUIPMENT	5/5/2003	0.00	926654	COMPUTER,AXON	2/25/1999	0.00
721232	PIPE PLUG,SOUTHERN SEWER	5/5/2003	0.00	926657	COMPUTER,AXON	2/25/1999	0.00
721233	PIPE PLUG,SOUTHERN SEWER	5/5/2003	0.00	926661	COMPUTER,AXON	2/25/1999	0.00
721378	LAPTOP,DELL	10/8/2003	0.00	926664	LAPTOP,DELL	2/25/1999	0.00
721496	LAPTOP,DELL	6/22/2004	0.00	926668	LAPTOP,DELL	2/25/1999	0.00
721556	COMPUTER,DELL	11/4/2002	0.00	926670	LAPTOP,DELL	2/25/1999	0.00
721640	PRINTER,HEWLETT PACKARD	11/4/2002	0.00	926678	PROJECTOR,PROXIMA	2/11/1999	0.00
721731	LAPTOP,IBM	3/24/2003	0.00	926737	900TM DEREPEATER,DEC	10/11/1994	0.00
721853	PROJECTOR,INFOCUS	8/15/2003	0.00	927001	COMPUTER,DELL	2/4/1999	0.00
721891	COMPUTER,DELL	10/16/2002	0.00	927005	COMPUTER,DELL	2/4/1999	0.00
721946	LAPTOP,DELL	12/18/2002	0.00	927405	MONITOR,SVGA	4/6/1999	0.00
721987	MULTI GAS MONITOR/DETECTOR,AREA RAE SYSTEM	7/25/2003	0.00	927700	COMPUTER,DELL	4/29/1999	0.00
721988	MULTI GAS MONITOR/DETECTOR,AREA RAE SYSTEM	7/25/2003	0.00	927843	TELEPHONE,POSITRON	7/15/1999	0.00
721989	MULTI GAS MONITOR/DETECTOR,AREA RAE SYSTEM	7/25/2003	0.00	927889	UPS,POSITRON	5/18/2000	0.00
721990	MULTI GAS MONITOR/DETECTOR,AREA RAE SYSTEM	7/25/2003	0.00	927890	UPS,POSITRON	5/18/2000	0.00
722001	REFRIGERATOR	9/25/2001	0.00	927891	UPS,POSITRON	5/18/2000	0.00
722004	ROUTER,CISCO	10/7/2003	0.00	927963	COMPUTER,DELL	6/3/1999	0.00
722195	CLOCK STATION,KRONOS	6/4/2003	0.00	927984	LAPTOP,DELL	7/29/1999	0.00
722284	COMPUTER,DELL	5/12/2003	0.00	928012	FOOSEBALL TABLE,BRAXTON RECREATION	8/26/1999	0.00
722290	COMPUTER,DELL	8/1/2000	0.00	928047	LAPTOP,FUJITSU	10/21/1999	0.00
722293	PRINTER,HEWLETT PACKARD	9/12/2000	0.00	928066	HANDHELD SCANNER,SOUTHEASTERN DATA	9/2/1999	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value
722349	LAPTOP,DELL	5/7/2003	0.00
722351	LAPTOP,DELL	5/7/2003	0.00
722510	GENERATOR,HONDA	9/26/2003	0.00
722514	LAPTOP,PANASONIC	3/10/2004	0.00
722549	PROJECTOR,TOSHIBA	6/10/2003	0.00
722580	LAPTOP,DELL	10/3/2003	0.00
722643	COMPUTER,DELL	1/15/2001	0.00
722757	CAMERA,SONY	8/29/2003	0.00
722758	CAMERA,SONY	8/29/2003	0.00
722796	COMPUTER,DELL	4/8/2002	0.00
722806	COMPUTER,DELL	12/10/2001	0.00
722816	COMPUTER,COMPAQ	11/14/2001	0.00
722818	COMPUTER,DELL	8/20/2001	0.00
723081	ROUTER,CISCO	9/25/2003	0.00
723087	ROUTER,CISCO	10/3/2003	0.00
723094	LAPTOP,DELL	10/14/2003	0.00
723295	PROJECTOR,PROXIMA	9/24/2003	0.00
723431	LAPTOP,IBM	10/3/2003	0.00
723796	VISION TESTER,SHIN NIPPON	9/12/2003	0.00
724242	LAPTOP,DELL	7/10/2003	0.00
724360	TABLET PC,TOSHIBA	1/15/2004	0.00
724465	COMPUTER,ESQ INTEGRA	9/30/2001	0.00
724525	ERASER BOARD,INTERIOR CONTRACT SVCS	1/29/2004	0.00
	CONFERENCE TABLE,INTERIOR CONTRACT SVCS		
724526		1/29/2004	0.00
724701	LAPTOP,DELL	10/5/2004	0.00
724784	LAPTOP,DELL	5/26/2004	0.00
724827	LAPTOP,DELL	5/11/2004	0.00
724949	CAMERA,SEARCHCAM	3/31/2004	0.00
724982	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	4/2/2004	0.00
725020	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	4/2/2004	0.00
725069	COMPUTER,DELL	3/26/2004	0.00
725119	ROUTER,CISCO	5/6/2004	0.00
725201	LAPTOP,IBM	4/15/2004	0.00
725202	LAPTOP,IBM	4/15/2004	0.00
725358	LAPTOP,DELL	5/13/2004	0.00
725519	CHASSIS,CISCO	9/22/2004	0.00
725725	LAPTOP,DELL	8/23/2004	0.00
	NITROUS OXIDE DELIVERY SYSTEM,MATRIX INDUSTRIES		
725732		8/17/2004	0.00
725784	COMANDER AUDIO INCODECS,TIELINE	7/14/2004	0.00
726124	VIDEO WALKMAN,SONY	9/10/2004	0.00
726151	GENERATOR,HONDA	9/16/2004	0.00
726172	BATTERING RAM,FIRE HOOKS UNLIMITED	9/2/2004	0.00
726228	VIDEO RECORDER,G.E SECURITY	12/3/2004	0.00
726266	LAPTOP,DELL	9/9/2005	0.00
726512	LAPTOP,DELL	10/5/2004	0.00
726583	GENERATOR,DEWALT	8/17/2004	0.00
726642	LIGHT BAR,WHELEN	10/22/2004	0.00
726693	PRINTER,HEWLETT PACKARD	11/4/2004	0.00
726891	LAPTOP,DELL	4/4/2005	0.00
727072	LAPTOP,DELL	4/11/2005	0.00
727073	LAPTOP,DELL	4/11/2005	0.00
727074	HANDHELD SPRAYER,LECO	8/19/2003	0.00
727077	LAPTOP,DELL	4/15/2005	0.00
727294	LAPTOP,DELL	4/21/2005	0.00
727362	AIR PACK,SCOTT	12/27/2004	0.00
727363	AIR PACK,SCOTT	12/27/2004	0.00
727391	AIR PACK,SCOTT	12/27/2004	0.00
727482	LAPTOP,PANASONIC	1/7/2005	0.00
727572	LAPTOP,PANASONIC	1/7/2005	0.00
727649	PIPE SAW,STIHL	5/23/2005	0.00
727888	LAPTOP,DELL	5/27/2005	0.00
727895	LAPTOP,DELL	5/27/2005	0.00
727994	LAPTOP,DELL	5/16/2005	0.00
728004	LAPTOP,DELL	5/16/2005	0.00
728026	CLOCK STATION,KRONOS	5/27/2005	0.00
728061	LAPTOP,DELL	8/16/2005	0.00
728133	CATALYST SWITCH,CISCO	8/9/2005	0.00
728159	CREDENZA,INTERIOR CONTRACT SVCS	5/10/2005	0.00
728394	LAPTOP,DELL	9/29/2005	0.00

Asset Number	Asset Description	Purchase Date	Depreciated Value
928069	HANDHELD SCANNER,SOUTHEASTERN DATA	9/2/1999	0.00
928117	LAPTOP,APPLE	8/12/1999	0.00
928202	LAPTOP,DELL	9/2/1999	0.00
928204	LAPTOP,DELL	9/2/1999	0.00
928392	CARPET EXTRACTOR,CASTEX	10/7/1999	0.00
928445	TRAILER,THOMAS BUILT	3/2/2000	0.00
928514	COMPUTER,DELL	11/24/1999	0.00
928566	CATALYST SWITCH,DELL	9/2/1999	0.00
928643	FAN,SUPER VAC	11/18/1999	0.00
928644	BRASS PISTON INTAKE VALVE	9/30/1999	0.00
928645	BRASS PISTON INTAKE VALVE	9/30/1999	0.00
928646	BRASS PISTON INTAKE VALVE	9/30/1999	0.00
928654	LANMETER,FLUKE NETWORKS	10/14/1999	0.00
928655	CABLE TEST METER,FLUKE NETWORKS	10/28/1999	0.00
928700	LAPTOP,DELL	10/14/1999	0.00
928739	COMPUTER,DELL	10/14/1999	0.00
928747	DESK	9/17/1999	0.00
928926	COMPUTER,DELL	9/2/1999	0.00
928933	COMPUTER,DELL	9/2/1999	0.00
928977	COMPUTER,APPLE	10/28/1999	0.00
928985	COMPUTER,APPLE	10/28/1999	0.00
928986	COMPUTER,APPLE	10/28/1999	0.00
928997	PRINTER,HEWLETT PACKARD	8/26/1999	0.00
929008	PORTABLE RADIO,MOTOROLA	8/5/1999	0.00
929011	PORTABLE RADIO,MOTOROLA	8/5/1999	0.00
929014	PORTABLE RADIO,MOTOROLA	8/5/1999	0.00
929017	PORTABLE RADIO,MOTOROLA	8/5/1999	0.00
929024	PORTABLE RADIO,MOTOROLA	8/5/1999	0.00
929044	PRINTER,AERO	10/9/1997	0.00
929270	LAPTOP,ASCI	6/24/1999	0.00
929293	COMPUTER,DELL	7/15/1999	0.00
929309	LAPTOP,DELL	7/15/1999	0.00
929317	LAPTOP,ASCI	7/29/1999	0.00
929375	COMPUTER,AXON	7/22/1999	0.00
929378	COMPUTER,AXON	7/22/1999	0.00
929381	MONITOR	5/18/2000	0.00
929383	MONITOR	5/18/2000	0.00
929399	MONITOR	5/18/2000	0.00
929401	MONITOR	5/18/2000	0.00
929414	COMPUTER,COMPAQ	5/20/1999	0.00
929423	MONITOR	5/8/2000	0.00
929450	COMPUTER,COMPAQ	5/20/1999	0.00
929452	COMPUTER,COMPAQ	5/20/1999	0.00
929543	POCKET PC,PANASONIC	10/19/1998	0.00
929546	COMPUTER,TTX/ACW SYSTEM	5/16/1995	0.00
929547	COMPUTER,STAR TECH	5/24/1994	0.00
929548	COMPUTER,STAR TECH	5/24/1994	0.00
929549	COMPUTER,STAR TECH	5/24/1994	0.00
929584	LAPTOP,DELL	8/26/1999	0.00
929628	PORTABLE RADIO,MOTOROLA	10/21/1999	0.00
929629	PORTABLE RADIO,MOTOROLA	10/21/1999	0.00
929631	PORTABLE RADIO,MOTOROLA	10/21/1999	0.00
929636	MOBILE RADIO,MOTOROLA	10/21/1999	0.00
929720	COMPUTER,PENTIUM	1/10/1997	0.00
929735	COMPUTER,GATEWAY	1/10/1997	0.00
929770	TRANSIT,LSR	3/21/1995	0.00
929778	FAX MACHINE,PANASONIC	10/6/1992	0.00
929792	LAPTOP,DELL	4/3/1997	0.00
929793	LAPTOP,DELL	4/3/1997	0.00
929856	COMPUTER,DELL	6/3/1999	0.00
929883	COMPUTER,DELL	6/3/1998	0.00
929886	MULTIPLEXER, TIME DIVISION	10/11/1994	0.00
929895	COMPUTER,AXON	7/1/1999	0.00
930293	COMPUTER,DELL	10/20/1997	0.00
930328	FREQUENCY LINE LOCATOR,GENESIS VII INC	5/6/1997	0.00
930329	FREQUENCY LINE LOCATOR,GENESIS VII INC	5/6/1997	0.00
930340	DECSWITCH 900EF,DEC	4/22/1997	0.00
930349	COMPUTER,DEC	2/25/1997	0.00
930350	COMPUTER,DEC	2/25/1997	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
728472	PROJECTOR,PANASONIC	1/13/2006	0.00	930351	COMPUTER,DEC	2/25/1997	0.00
728474	LAPTOP,DELL	4/7/2006	0.00	930372	PORTABLE RADIO,MOTOROLA	4/1/1997	0.00
728974	REMOTE CONSOLE SWITCH,DELL	9/21/2005	0.00	930393	PORTABLE RADIO,MOTOROLA	5/6/1997	0.00
729001	HANDHELD SCANNER,SYMBOL	11/3/2005	0.00	930441	PRINTER,HEWLETT PACKARD	3/4/1997	0.00
729728	PRINTER,HEWLETT PACKARD	12/8/2006	0.00	930485	PRINTER,HEWLETT PACKARD	3/18/1997	0.00
730038	LAPTOP,DELL	8/10/2006	0.00	930508	DECSWITCH,DEC	3/25/1997	0.00
730089	CATALYST SWITCH,CISCO	4/14/2008	0.00	930509	DECCONCENTRATOR,DEC	3/25/1997	0.00
730221	SEATING UNIT (BENCH),INTERIOR CONTRACT SVCS	5/7/2007	189.85	930576	DIGITAL, HYBRID,POLYCOM	4/1/1997	0.00
730324	LAPTOP,DELL	2/2/2007	0.00	930581	LINE LOCATOR,METROTECH	3/11/1997	0.00
730785	LAPTOP,DELL	2/16/2007	0.00	930592	COMPUTER,AWARD	8/8/1996	0.00
731384	CATALYST SWITCH,CISCO	3/27/2007	0.00	930622	LAPTOP,DELL	3/18/1997	0.00
731434	LAPTOP,IBM	5/2/2007	0.00	930624	COMPUTER,DELL	3/18/1997	0.00
731589	RECORDER,FOCUS	5/22/2007	0.00	930630	LAPTOP,DELL	3/18/1997	0.00
731628	DOCUMENT CAMERA,WOLFEVISION	4/30/2007	0.00	930631	LAPTOP,DELL	3/18/1997	0.00
731703	LAWN MOWER,EXMARK	12/13/2007	0.00	930727	STRETCHER,FERNO	7/22/1997	0.00
731826	LAPTOP,DELL	8/14/2007	0.00	930728	STRETCHER,FERNO	7/22/1997	0.00
731956	CONTROL SYSTEM,CRESTON	7/27/2007	0.00	930730	DISPLAY,FEATHERLITE	3/25/1997	0.00
731964	TELEPHONE SYSTEM,NORSTAR	8/21/2007	293.91	930741	RIDING MOWER,KUBOTA	3/25/1997	0.00
732019	HANDHELD SCANNER,SYMBOL	11/3/2005	0.00	930759	PRESSURE WASHER,NORTH STAR	5/6/1997	0.00
732027	HANDHELD SCANNER,SYMBOL	11/3/2005	0.00	930767	COMPUTER,COMPUTER SOLUTIONS	5/7/1997	0.00
732028	HANDHELD SCANNER,SYMBOL	11/3/2005	0.00	930771	COPIER,CANON	6/3/1997	0.00
732055	HANDHELD SCANNER,SYMBOL	11/3/2005	0.00	930818	LAPTOP,DELL	4/3/1997	0.00
732072	HANDHELD SCANNER,SYMBOL	11/3/2005	0.00	930820	LAPTOP,DELL	4/3/1997	0.00
732283	STORAGE CABINET,INTERIOR CONTRACT SVCS	1/19/2006	0.00	930821	LAPTOP,DELL	4/3/1997	0.00
732288	SERVER,DELL	2/2/2006	0.00	930824	LAPTOP,DELL	4/3/1997	0.00
732309	VOIP GATEWAY W/GATE KEEPER						
732310	SYSTEM,MULTI-TECH	2/16/2006	0.00	930826	LAPTOP,DELL	4/3/1997	0.00
732310	GPS,GARMIN	9/15/2005	0.00	930846	COMPUTER,DELL	4/29/1997	0.00
732382	HANDHELD SCANNER,SYMBOL	11/3/2005	0.00	930848	COMPUTER,DELL	4/29/1997	0.00
732394	HANDHELD SCANNER,SYMBOL	11/3/2005	0.00	930868	PRINTER,HEWLETT PACKARD	4/15/1997	0.00
732411	HANDHELD SCANNER,SYMBOL	11/3/2005	0.00	930900	COMPUTER,DELL	6/11/1997	0.00
732771	PROJECTOR,PANASONIC	2/6/2006	0.00	930914	COMPUTER,DELL	6/11/1997	0.00
733029	TABLE,INTERIOR CONTRACT SVCS	10/11/2006	8.20	930992	DECCONCENTRATOR,DEC	4/22/1997	0.00
733391	LAPTOP,DELL	5/11/2006	0.00	931028	COMPUTER,COMPAQ	6/11/1997	0.00
733502	LAPTOP,IBM	5/26/2006	0.00	931072	COMPUTER,DELL	5/21/1996	0.00
733638	LAPTOP,DELL	8/7/2006	0.00	931094	COMPUTER,DELL	5/21/1996	0.00
733703	SERVER,HEWLETT PACKARD	6/1/2006	0.00	931097	COMPUTER,DELL	5/21/1996	0.00
733736	PRINTER,HEWLETT PACKARD	6/27/2006	0.00	931108	LAPTOP,DELL	5/21/1996	0.00
733763	LAPTOP,DELL	6/21/2006	0.00	931120	LAPTOP,DELL	9/11/1997	0.00
733789	HANDHELD SCANNER,SYMBOL	8/18/2006	0.00	931181	FAX MACHINE,CANON	5/20/1997	0.00
733857	LAPTOP,DELL	10/9/2006	0.00	931221	SERVER,STAR TECH	5/24/1994	0.00
733859	LAPTOP,DELL	10/9/2006	0.00	931222	COMPUTER,STAR TECH	5/24/1994	0.00
733867	LAPTOP,DELL	10/9/2006	0.00	931223	COMPUTER,COMPAQ	1/25/1994	0.00
733869	LAPTOP,DELL	10/9/2006	0.00	931225	COMPUTER,STAR TECH	5/24/1994	0.00
734074	LITTER FENCE,METTA TECHNOLOGIES	10/3/2006	0.00	931256	COMPUTER,DELL	5/16/1995	0.00
734237	PRINTER,HP	3/27/2008	0.00	931258	32 CHANNEL RECORDER,DICTAPHONE CORP	10/29/1997	0.00
734498	STEAM CLEANER,SUPER VAPOR 6	7/18/2006	0.00	931320	AIR PACK,SCOTT	7/22/1997	0.00
734524	PROJECTOR,FOCUS	12/1/2006	0.00	931355	AIR PACK,SCOTT	7/22/1997	0.00
734700	LAPTOP,DELL	12/6/2007	0.00	931528	AIR PACK,SCOTT	10/30/1997	0.00
734734	AIRONET CONTROLLER,CISCO	1/9/2008	0.00	931548	AIR PACK,SCOTT	10/30/1997	0.00
734856	HANDHELD COMPUTER,ITRON	9/28/2007	0.00	931563	PRINTER,HEWLETT PACKARD	5/30/1997	0.00
734874	MATRIX SWITCHER,KRAMER	9/19/2007	0.00	931579	COMPUTER,DELL	6/17/1997	0.00
735076	INTEGRATED SYSTEM W 767 WELL						
735232	TRANSFORMER,WELCH ALLYN	4/10/2007	0.00	931634	PUBLIC ADDRESS SYSTEM,ANCHOR	6/17/1997	0.00
735240	LAPTOP,DELL	10/17/2007	0.00	931703	PRINTER,HEWLETT PACKARD	6/24/1997	0.00
735240	LAPTOP,DELL	10/17/2007	0.00	931748	CABLE FAULT LOCATOR,BIDDLE	7/22/1997	0.00
735680	LAPTOP,LENOVO	1/17/2008	0.00	931749	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	7/22/1997	0.00
736133	HANDHELD SCANNER,SYMBOL	5/7/2008	0.00	931753	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	7/22/1997	0.00
736138	HANDHELD SCANNER,SYMBOL	5/7/2008	0.00	931754	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	7/22/1997	0.00
736349	LAPTOP,DELL	10/5/2007	0.00	931756	HEART MONITOR,MEDTRONIC PHYSIO-CONTROL	7/22/1997	0.00
736496	CUT OFF SAW,STIHL	9/19/2008	0.00	931759	HEART MONITOR,MEDTRONIC PHYSIO-CONTROL	7/22/1997	0.00
736798	LAPTOP,PANASONIC	8/8/2008	0.00	931760	HEART MONITOR,MEDTRONIC PHYSIO-CONTROL	7/22/1997	0.00
736873	LINE LOCATOR,SCHONSTEDT	8/25/2008	0.00	931785	BINDING MACHINE,GBL	7/22/1997	0.00
737591	DVR,TOUCHVIEW	4/22/2008	0.00	931850	COMPUTER,DEC	6/17/1997	0.00
737635	VIDEO CONFERENCE UNIT,TANDBERG	5/14/2008	1,109.91	931853	COMPUTER,DEC	6/17/1997	0.00
738190	LAPTOP,DELL	12/18/2008	0.00	931922	MOBILE RADIO,MOTOROLA	9/18/1997	0.00
738219	CUT OFF SAW,STIHL	6/25/2009	0.00	931926	MOBILE RADIO,MOTOROLA	9/18/1997	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
738377	ROUTER,CISCO	7/15/2009	0.00	931942	PORTABLE RADIO,MOTOROLA	8/29/1997	0.00
738599	LAPTOP,DELL	4/26/2010	0.00	931950	PORTABLE RADIO,MOTOROLA	10/20/1997	0.00
739159	LAPTOP,PANASONIC	10/29/2009	0.00	931954	PORTABLE RADIO,MOTOROLA	10/20/1997	0.00
740230	CHLORINE ANALYZER,HACH	7/1/2010	0.00	931956	PORTABLE RADIO,MOTOROLA	10/20/1997	0.00
741049	SWITCH,CISCO	12/17/2010	0.00	931962	PORTABLE RADIO,MOTOROLA	10/20/1997	0.00
741296	PRINTER,HEWLETT PACKARD	8/24/2009	0.00	931963	PORTABLE RADIO,MOTOROLA	11/13/1997	0.00
780103	AIR CONDITIONER	10/1/1975	0.00	931969	DISK DRIVE,DS-1BB-VW	1/22/1998	0.00
844344	PLATE CARRIER,CARTER HOFFMAN	1/24/1995	0.00	931970	DISK DRIVE,DS-1BB-VW	1/22/1998	0.00
850115	PICKUP TRUCK,DODGE	10/1/1975	0.00	932002	COMPUTER,DELL	7/29/1997	0.00
880524	SCALE,METTLER TOLEDO	10/1/1975	0.00	932067	PRINTER,HEWLETT PACKARD	8/14/1997	0.00
882909	BASE RADIO,GE	10/1/1975	0.00	932107	TRASH PUMP,WACKER	9/18/1997	0.00
883232	PORTABLE RADIO	10/1/1975	0.00	932117	AUTOMATIC MICROPHONE		
884651	CONTAINER	1/1/1987	0.00	932118	MIXER,LECTROSONICS	7/1/1997	0.00
884653	CONTAINER	1/1/1987	0.00	932159	MATRIX MIXER,LECTROSONICS	7/1/1997	0.00
884852	HOIST	7/1/1987	0.00	932159	ANESTHESIA MACHINE,MATRX	8/28/1997	0.00
884861	AIR PACK,SCOTT	7/1/1987	0.00	932182	COMPUTER,DELL	9/4/1997	0.00
884862	HOIST,COFFING	2/1/1987	0.00	932238	COMPUTER,DEC	8/28/1997	0.00
885355	MOBILE RADIO,MOTOROLA	10/1/1975	0.00	932239	COMPUTER,DEC	8/28/1997	0.00
885393	TRAILER	10/1/1975	0.00	932240	COMPUTER,DEC	8/28/1997	0.00
885649	DELUGE GUN,AKRON	10/1/1975	0.00	932241	COMPUTER,DEC	8/28/1997	0.00
885822	WELDER,AIRCO	10/1/1979	0.00	932245	COMPUTER,DELL	8/28/1997	0.00
886325	RESCUE TOOL,HURST	10/1/1975	0.00	932263	LINE LOCATOR,METROTECH	10/3/1997	0.00
886469	DRAGLINE BUCKET	10/1/1975	0.00	932265	LINE LOCATOR,METROTECH	10/3/1997	0.00
886471	DRAGLINE BUCKET	10/1/1975	0.00	932286	STRETCHER,FERNO	7/22/1997	0.00
886846	RESCUE TOOL,HURST	10/1/1975	0.00	932287	STRETCHER,FERNO	7/22/1997	0.00
887006	RADIO,AERO	10/1/1975	0.00	932291	COMPUTER,DEC	8/28/1997	0.00
887217	AIR COMPRESSOR	10/1/1979	0.00	932292	COMPUTER,DEC	8/28/1997	0.00
887249	DELUGE GUN,AKRON	10/1/1975	0.00	932294	COMPUTER,DEC	8/28/1997	0.00
887634	HOIST,WALLACE	10/1/1975	0.00	932295	AIR CONDITIONER,CARRIER	9/4/1997	0.00
888123	RESCUE TOOL,HURST	10/1/1975	0.00	932296	AIR CONDITIONER,CARRIER	9/4/1997	0.00
888347	RADIO BASE STATION,GE	10/1/1976	0.00	932325	PRINTER,HEWLETT PACKARD	9/11/1997	0.00
888762	DENTAL CHAIR	10/1/1975	0.00	932371	SERVER,DATA VOICE INC	9/18/1997	0.00
888778	X-RAY MACHINE	10/1/1975	0.00	932432A	SINK	9/11/1997	0.00
889815	RESCUE TOOL,HURST	10/1/1976	0.00	932454	LAPTOP,DELL	10/9/1997	0.00
895157	TAPE RECORDER,B-A	10/1/1976	0.00	932696	COMPUTER,APPLE	9/30/1997	0.00
895305	MOBILE RADIO,MOTOROLA	10/1/1976	0.00	932901	MONITOR,DELL	10/20/1997	0.00
895785	TELEMETRY UNIT,MOTOROLA	10/1/1976	0.00	932909	LAPTOP,DELL	10/20/1997	0.00
895823	HEART MONITOR	10/1/1976	0.00	932920	PRESSURE WASHER,HONDA/ADMIRAL	10/20/1997	0.00
895826	HEART MONITOR	10/1/1976	0.00	933145	PORTABLE RADIO,MOTOROLA	3/26/1998	0.00
895829	HEART MONITOR	10/1/1976	0.00	933166	PORTABLE RADIO,MOTOROLA	4/2/1998	0.00
895936	BASE RADIO,MOTOROLA	10/1/1976	0.00	933167	PORTABLE RADIO,MOTOROLA	4/2/1998	0.00
895943	RADIO BASESTATION,MOTOROLA	10/1/1976	0.00	933173	PORTABLE RADIO,MOTOROLA	4/2/1998	0.00
896033	TELEMETRY UNIT	10/1/1977	0.00	933273	COMPUTER,DEC	10/9/1997	0.00
896038	REMOTE RADIO,MOTOROLA	10/1/1977	0.00	933277	COMPUTER,DEC	10/9/1997	0.00
896077	FREEZER	10/1/1976	0.00	933278	COMPUTER,DEC	10/9/1997	0.00
896159	TAPE RECORDER	10/1/1977	0.00	933298	COMPUTER,DEC	10/9/1997	0.00
896160	TAPE RECORDER	10/1/1977	0.00	933379	LAPTOP,COMPAQ	10/20/1997	0.00
896285	LITTER LIFE SUPPORT SURTECH S4	10/1/1977	0.00	933399	LAPTOP,COMPAQ	10/20/1997	0.00
896334	HEART MONITOR	10/1/1977	0.00	933403	LAPTOP,COMPAQ	10/20/1997	0.00
896741	FOOD MIXER,REYNOLDS	10/1/1981	0.00	933404	LAPTOP,COMPAQ	10/20/1997	0.00
896744	REFRIGERATOR,TRAULSEN	10/1/1981	0.00	933418	LCD PROJECTOR,PROXIMA	9/24/1998	0.00
897069	TYPEWRITER,IBM	10/1/1980	0.00	933425	LAPTOP,COMPAQ	10/20/1997	0.00
897135	WATER TANK	10/1/1981	0.00	933429	LAPTOP,COMPAQ	10/20/1997	0.00
897137	HEART MONITOR	10/1/1981	0.00	933433	COMPUTER,COMPAQ	10/20/1997	0.00
897141	PUMP	10/1/1981	0.00	933524	COMPUTER,COMPAQ	11/13/1997	0.00
897413	RECORDER	10/1/1981	0.00	933575	COMPUTER,OCE-USA INC	1/29/1998	0.00
897475	FILE SYSTEM,ROTOMATIC	10/1/1981	0.00	933576	SERVER,COMPAQ	10/14/1997	0.00
897520	DISHWASHER	10/1/1981	0.00	933632	CONFERENCE TABLE,INTERIOR CONTRACT SVCS	11/20/1997	0.00
897529	FOOD SLICER,BERKEL	10/1/1981	0.00	933681	CONFERENCE TABLE,FALCON	12/11/1997	0.00
897659	MOBILE RADIO,GE	11/1/1984	0.00	933694	CONFERENCE TABLE,FALCON	12/11/1997	0.00
897664	MOBILE RADIO,GE	8/1/1986	0.00	933794	COMPUTER,COMPAQ	11/26/1997	0.00
897666	MOBILE RADIO,GE	8/1/1986	0.00	933805	COMPUTER,DELL	12/4/1997	0.00
897688	PURIFICATION SYSTEM,MAKO	10/1/1981	0.00	933822	COMPUTER,DELL	12/4/1997	0.00
897808	DISHWASHER,JACKSON	10/1/1981	0.00	933866	CONFERENCE TABLE,FALCON	12/11/1997	0.00
897818	FOOD MIXER,HOBART	10/1/1981	0.00	933867	CONFERENCE TABLE,FALCON	12/11/1997	0.00
898013	METER COMB GAS B10 MARINE 60-7	10/1/1981	0.00	933868	CONFERENCE TABLE,FALCON	12/11/1997	0.00
898014	METER COMB GAS B10 MARINE 60-7.	10/1/1981	0.00	933869	CONFERENCE TABLE,FALCON	12/11/1997	0.00
898037	TOWED MOWER	10/1/1982	0.00	933872	CONFERENCE TABLE,FALCON	12/11/1997	0.00
898042	HUMAT VALVE	10/1/1982	0.00	933887	CONFERENCE TABLE,FALCON	12/11/1997	0.00
898204	PORTABLE RADIO,MOTOROLA	2/1/1986	0.00	933888	CONFERENCE TABLE,FALCON	12/11/1997	0.00
898230	MOBILE RADIO,GE	9/1/1986	0.00	933894	CONFERENCE TABLE,FALCON	12/11/1997	0.00
898648	ICE MACHINE,MANITOWAC	10/1/1978	0.00		HAND-HELD NET LAUNCHING		
898672	HOIST	10/1/1978	0.00	933914	ASSEMB,CODA	12/18/1997	0.00
				933985	PORTABLE RADIO,MOTOROLA	2/12/1998	0.00
				933989	PORTABLE RADIO,MOTOROLA	1/29/1998	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
898980	HOIST	10/1/1978	0.00	933992	PORTABLE RADIO,MOTOROLA	1/29/1998	0.00
899061	AIR COMPRESSOR	10/1/1976	0.00	933998	PORTABLE RADIO,MOTOROLA	1/29/1998	0.00
899478	AIR COMPRESSOR	10/1/1975	0.00	933999	PORTABLE RADIO,MOTOROLA	1/29/1998	0.00
899499	AIR COMPRESSOR	10/1/1975	0.00	934005	PORTABLE RADIO,MOTOROLA	1/29/1998	0.00
900002	LAPTOP,TOSHIBA	7/27/1993	0.00	934026	PORTABLE RADIO,MOTOROLA	1/29/1998	0.00
900024	COMPUTER,COMPAQ	8/17/1993	0.00	934048	PORTABLE RADIO,MOTOROLA	1/29/1998	0.00
900035	REHAB TRAINER,MONARK	9/14/1993	0.00	934216	PORTABLE RADIO,MOTOROLA	6/4/1998	0.00
900044	PLAYGROUND EQUIPMENT,PLAYWORLD	8/24/1993	0.00	934271	SCANNER,FUJITSU	2/24/1998	0.00
900088	DISK DRIVE,ZITEL	10/26/1993	0.00	934286	LAPTOP,DELL	1/29/1998	0.00
900100	COMPUTER,COMPAQ	5/5/1993	0.00	934301	LAPTOP,DELL	1/29/1998	0.00
900132	CONCENTRATOR,SYNOPTICS	4/6/1993	0.00	934346	SOFA	2/12/1998	0.00
900136	RECEIPT PRINTER,NCR	9/27/1993	0.00	934372	VIDEO RECORDER,GYYR	10/23/1997	0.00
900227	UPS,AMERICAN	5/27/1993	0.00	934388	CABINET,NUCRAFT	1/22/1998	0.00
900243	LAPTOP,TOSHIBA	8/3/1993	0.00	934389	CABINET,NUCRAFT	1/22/1998	0.00
900255	DECNIS,DEC	8/3/1993	0.00	934442	COMPUTER,DELL	1/29/1998	0.00
900262	LAPTOP,DEC	8/31/1993	0.00	934455	PUMP,HONDA	4/16/1998	0.00
900266	COMPUTER,DEC	8/17/1993	0.00	934495	AUTOPSY SAW,STRYKER	3/5/1998	0.00
900274	DATA LOGGER,OMNIDATA	8/17/1993	0.00	934500	COMPUTER,DELL	1/15/1998	0.00
900275	POLYCODER,OMNIDATA	8/17/1993	0.00	934521	COMPUTER,DELL	1/15/1998	0.00
900299	MONITOR,NEC	9/21/1993	0.00	934542	CART	2/5/1998	0.00
900302	MULTIPLEXER,IBM	6/29/1993	0.00	934610	GOLF CART,CUSHMAN	2/26/1998	0.00
900303	MULTIPLEXER,IBM	6/29/1993	0.00	934613	PRINTER,HEWLETT PACKARD	2/26/1998	0.00
900307	TERMINAL,IBM	6/29/1993	0.00	934706	METAL DETECTOR,GARRETT	1/8/1998	0.00
900311	TERMINAL,IBM	6/29/1993	0.00	934766	MONITOR,DELL	12/31/1997	0.00
900312	TERMINAL,IBM	6/29/1993	0.00	934771	COMPUTER,DELL	12/31/1997	0.00
900315	TERMINAL,IBM	6/29/1993	0.00	934821	FILE SERVER,DEC	3/26/1998	0.00
900316	TERMINAL,IBM	6/29/1993	0.00	934822	COMPUTER	3/26/1998	0.00
900317	TERMINAL,IBM	6/29/1993	0.00	934823	COMPUTER,DELL	3/26/1998	0.00
900322	TERMINAL,IBM	6/29/1993	0.00	934825	COMPUTER,DEC	3/26/1998	0.00
900325	TERMINAL,IBM	6/29/1993	0.00	934826	COMPUTER,DEC	3/26/1998	0.00
900326	TERMINAL,IBM	6/29/1993	0.00	934827A	COMPUTER,DELL	2/4/1999	0.00
900330	TERMINAL,IBM	6/29/1993	0.00	934828	COMPUTER,DEC	3/26/1998	0.00
900332	TERMINAL,IBM	6/29/1993	0.00	934829	COMPUTER,DEC	3/26/1998	0.00
900333	TERMINAL,IBM	6/29/1993	0.00	934944	PRINTER,HEWLETT PACKARD	1/22/1998	0.00
900338	TERMINAL,IBM	6/29/1993	0.00	934984	COPIER,CANON	2/26/1998	0.00
900340	TERMINAL,IBM	6/29/1993	0.00	934986	MONITOR,APPLE	2/16/1998	0.00
900343	TERMINAL,IBM	6/29/1993	0.00	935021	PORTABLE RADIO,MOTOROLA	8/6/1998	0.00
900346	TERMINAL,IBM	6/29/1993	0.00	935032	PORTABLE RADIO,MOTOROLA	8/6/1998	0.00
900349	TERMINAL,IBM	6/29/1993	0.00	935036	COMPUTER,DELL	7/23/1998	0.00
900352	TERMINAL,IBM	6/29/1993	0.00	935037	COMPUTER,DELL	7/2/1998	0.00
900355	TERMINAL,IBM	6/29/1993	0.00	935039	MONITOR,DELL	7/23/1998	0.00
900356	TERMINAL,IBM	6/29/1993	0.00	935105	MONITOR,DELL	4/16/1998	0.00
900357	TERMINAL,IBM	6/29/1993	0.00	935130	SOFA,INTERIOR CONTRACT SVCS	2/26/1998	0.00
900360	TERMINAL,IBM	6/29/1993	0.00	935399	COMPUTER,DELL	10/7/1999	0.00
900363	TERMINAL,IBM	6/29/1993	0.00	935560	TERMINAL,IBM	9/1/1998	0.00
900365	TERMINAL,IBM	6/29/1993	0.00	935561	PRINTER,IBM	3/5/1990	0.00
900372	TERMINAL,IBM	6/29/1993	0.00	935562	TERMINAL,IBM	2/19/1990	0.00
900374	TERMINAL,IBM	6/29/1993	0.00	935563	TERMINAL,IBM	2/19/1990	0.00
900377	TERMINAL,IBM	6/29/1993	0.00	935564	TERMINAL,IBM	6/4/1991	0.00
900378	TERMINAL,IBM	6/29/1993	0.00	935565	PRINTER,HEWLETT PACKARD	8/20/1991	0.00
900379	TERMINAL,IBM	6/29/1993	0.00	935568	PRINTER,HEWLETT PACKARD	8/13/1991	0.00
900380	TERMINAL,IBM	6/29/1993	0.00	935569	TERMINAL,IBM	6/4/1991	0.00
900387	TERMINAL,IBM	6/29/1993	0.00	935571	TERMINAL,IBM	9/1/1988	0.00
900388	TERMINAL,IBM	6/29/1993	0.00	935572	PRINTER,HEWLETT PACKARD	6/26/1989	0.00
900390	TERMINAL,IBM	6/29/1993	0.00	935574	PRINTER,HEWLETT PACKARD	4/28/1992	0.00
900391	TERMINAL,IBM	6/29/1993	0.00	935589	CAMCORDER,PANASONIC	9/9/1999	0.00
900395	TERMINAL,IBM	6/29/1993	0.00	935636	LIGHT CARGO TRAILER,DRAGGIN TRAILER	11/11/1999	0.00
900400	TERMINAL,IBM	6/29/1993	0.00	935832	FILESERVER,DELL	8/5/1999	0.00
900404	TERMINAL,IBM	6/29/1993	0.00	935977	LAPTOP,DELL	11/24/1999	0.00
900432	PRINTER,HEWLETT PACKARD	8/3/1993	0.00	936279	PORTABLE RADIO,MOTOROLA	3/23/2000	0.00
900455	COPIER,RICOH	8/3/1993	0.00	936410	COMPUTER,AXON	4/13/2000	0.00
900496	DECCONCENTRATOR,DEC	6/1/1993	0.00	936549	COMPUTER,AXON	2/3/2000	0.00
900506	PRINTER,ROSETTA TECH.CORP.	9/30/1992	0.00	936680	COMPUTER,DELL	9/30/1999	0.00
900512	PRINTER,APPLE	9/14/1993	0.00	936682	COMPUTER,DELL	9/30/1999	0.00
900536	COMPUTER,DELL	7/6/1993	0.00	936747	DRIVE BI MONITORING SYSTEM,BI-INC	3/2/2000	0.00
900547	LOCAL INTERCONNECTED SWITCH,DEC	6/1/1993	0.00	936748	DRIVE BI MONITORING SYSTEM,BI-INC	3/2/2000	0.00
900551	MONITOR,IBM	11/30/1992	0.00	936749	DRIVE BI MONITORING SYSTEM,BI-INC	3/2/2000	0.00
900565	PRINTER,IBM	6/22/1993	0.00	936750	DRIVE BI MONITORING SYSTEM,BI-INC	3/2/2000	0.00
900570	PRINTER,IBM	6/22/1993	0.00	936751	DRIVE BI MONITORING SYSTEM,BI-INC	3/2/2000	0.00
900575	PRINTER,IBM	6/22/1993	0.00	936752	DRIVE BI MONITORING SYSTEM,BI-INC	3/2/2000	0.00
900584	COMPUTER,IBM	6/22/1993	0.00	936786	COMPUTER,COMPAQ	1/10/1999	0.00
900587	LAPTOP,IBM	7/6/1993	0.00	936787	COMPUTER,GATEWAY	1/10/1999	0.00
900597	LAPTOP,IBM	7/6/1993	0.00	936790	TELEPHONE SYSTEM,NORTAR/MERIDIAN	7/31/1997	0.00
900625	COMPUTER,DELL	6/29/1993	0.00	936792	LAPTOP,COMPAQ	4/3/1998	0.00
900663	LAPTOP,IBM	7/6/1993	0.00	936797	COMPUTER,GATEWAY	1/10/1997	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
900691	MENU DISPLAY BOARD	2/27/1996	0.00	936803	COMPUTER,DELL	9/17/1999	0.00
900754	COMPUTER,DEC	9/30/1993	0.00	936905	QUEEN MARY RACK,SHAMMI	6/8/2000	0.00
900756	LAPTOP,IBM	9/30/1993	0.00	936911	QUEEN MARY RACK,SHAMMI	6/8/2000	0.00
900760	TAPE DRIVE,DAT	9/30/1993	0.00	937015	COMPUTER,DELL	4/20/2000	0.00
900798	RANGE,GARLAND	1/18/1994	0.00	937042	COMPUTER,DELL	4/20/2000	0.00
900979	LAPTOP,GRID	9/29/1993	0.00	937054	COMPUTER,DELL	4/20/2000	0.00
900982	LAPTOP,GRID	9/29/1993	0.00	937078	LAPTOP,DELL	1/27/2000	0.00
901027	PORTABLE RADIO,MOTOROLA	3/15/1994	0.00	937095	COMPUTER,ASCI	2/10/2000	0.00
901031	LAPTOP,IBM	12/21/1993	0.00	937149	COMPUTER,MAXTECH	9/28/1999	0.00
901047	PRINTER,HEWLETT PACKARD	2/1/1994	0.00	937150	COMPUTER,MAXTECH	9/28/1999	0.00
901116	GENERATOR,DAYTON	7/26/1994	0.00	937168	TRAFFIC EMITTER,OPTICOM	2/3/2000	0.00
901141	LAPTOP,DEC	11/9/1993	0.00	937169	TRAFFIC EMITTER,OPTICOM	2/3/2000	0.00
901142	LAPTOP,DEC	11/9/1993	0.00	937170	TRAFFIC EMITTER,OPTICOM	2/3/2000	0.00
901143	LAPTOP,DEC	11/9/1993	0.00	937235	LAPTOP,DELL	2/10/2000	0.00
901145	COMPUTER,COMPAQ	11/9/1993	0.00	937260	INFIELD GROOMER,RAHN	3/2/2000	0.00
901172	DISK DRIVE,ADS	12/14/1993	0.00	937268	LAPTOP,DELL	2/10/2000	0.00
901186	MONITOR,DEC	12/14/1993	0.00	937303	COMPUTER,DELL	1/28/1999	0.00
901211	PORTABLE RADIO,MOTOROLA	3/15/1994	0.00	937347A	POWER MODULE	3/23/2000	0.00
901212	PORTABLE RADIO,MOTOROLA	3/15/1994	0.00	937391	PORTABLE RADIO,MOTOROLA	4/20/2000	0.00
901235	COMPUTER,COMPAQ	11/23/1993	0.00	937398	PORTABLE RADIO,MOTOROLA	4/20/2000	0.00
901239	COMPUTER,COMPAQ	11/23/1993	0.00	937403	PORTABLE RADIO,MOTOROLA	4/20/2000	0.00
901267	VIDEO MONITOR,MAGNI WAVEFORM	2/22/1994	0.00	937408	PORTABLE RADIO,MOTOROLA	4/20/2000	0.00
901268	EDITING SYSTEM,MATROX	2/22/1994	0.00	937411	PORTABLE RADIO,MOTOROLA	4/20/2000	0.00
901277	DISK DRIVE,ADS	12/14/1993	0.00	937413	PORTABLE RADIO,MOTOROLA	4/20/2000	0.00
901293	PRINTER,APPLE	11/30/1993	0.00	937427A	MONITOR,NETIER	6/16/2000	0.00
901304	COMPUTER,IBM	12/21/1993	0.00	937528	MONITOR,VIEWSONIC	8/5/1999	0.00
901308	LAPTOP,DEC	5/24/1994	0.00	937543	MONITOR,VIEWSONIC	8/5/1999	0.00
901329	PRINTER,HEWLETT PACKARD	6/28/1994	0.00	937549	MONITOR,VIEWSONIC	8/5/1999	0.00
901330	PRINTER,HEWLETT PACKARD	6/28/1994	0.00	937713	HAZMAT SUIT,KAPPLER	1/6/2000	0.00
901343	DRILL PRESS,MILWAUKEE	7/5/1994	0.00	937727	NOTEBOOK VIDEO EDITOR,SONY	4/27/2000	0.00
901354	ADC PANEL	12/21/1993	0.00	937732	MONITOR,DELL	7/13/2000	0.00
901397	EDITING STATION,WINSTED	12/14/1993	0.00	937746	COMPUTER,AXON	5/18/2000	0.00
901408	COPIER,MONROE	2/1/1994	0.00	937748	COMPUTER,AXON	5/18/2000	0.00
901413	DECSEVER,DEC	1/11/1994	0.00	937750	COMPUTER,AXON	5/18/2000	0.00
901418	COURTROOM RECORDER,SONY	1/18/1994	0.00	937754	COMPUTER,AXON	5/18/2000	0.00
901429	COURTROOM RECORDER,SONY	1/18/1994	0.00	937757	COMPUTER,AXON	5/18/2000	0.00
901458A	AIR PACK,SCOTT	2/22/1994	0.00	937769	LAPTOP,DELL	5/18/2000	0.00
901459	AIR PACK,SCOTT	2/22/1994	0.00	937771	COMPUTER,DELL	5/18/2000	0.00
901462	METAL DETECTOR,GARRETT	2/22/1994	0.00	937794	LAPTOP,DELL	5/31/2000	0.00
901495	LAN-BRIDGE,IBM	3/22/1994	0.00	937914	COMPUTER,DELL	3/1/2001	0.00
901499	LAWN VACUUM,BILLY GOAT	3/29/1994	0.00	937915	24-PORT AUTOSENSING REPEATER,CISCO	8/3/2000	0.00
901535	COMPUTER,DEC	7/12/1994	0.00	937949	COMPUTER,DELL	4/6/2000	0.00
901562	COMPUTER,AST	4/8/1994	0.00	937998	MONITOR,KDS	5/4/2000	0.00
901565	LAPTOP,AST	4/8/1994	0.00	937999	MONITOR,KDS	5/4/2000	0.00
901567	COMPUTER,AST	4/8/1994	0.00	938009	COMPUTER,CYBERNETICS	8/24/2000	0.00
901568	COMPUTER,AST	4/8/1994	0.00	938047	PRESSURE WASHER,LANDA	10/19/2000	0.00
901569	COMPUTER,AST	4/8/1994	0.00	938062	LAPTOP,DELL	9/14/2000	0.00
901571	COMPUTER,AST	4/8/1994	0.00	938064	LAPTOP,DELL	9/14/2000	0.00
901573	TAPE DRIVE,TRAKKER	7/26/1994	0.00	938089	COMPUTER,DELL	10/5/2000	0.00
901603	COPIER,KONICA	6/28/1994	0.00	938169	CLEANER,MINUTEMAN/AMBASSADOR	10/12/2000	0.00
901632	LAPTOP,TOSHIBA	9/6/1994	0.00	938176	CART,CAMBRO	11/2/2000	0.00
901755	VIDEO RECORDER,PANASONIC	4/5/1994	0.00	938178	CART,CAMBRO	11/2/2000	0.00
901864	DECROUTER,DEC	4/12/1994	0.00	938255	COMPUTER,AXON	7/6/2000	0.00
901865	DECROUTER,DEC	4/12/1994	0.00	938296	PRINTER,IBM	5/18/2000	0.00
901866	DECROUTER,DEC	4/12/1994	0.00	938315	COMPUTER,DELL	1/10/2000	0.00
901893	DECSEVER,DEC	4/12/1994	0.00	938378	PRINTER,IBM	5/18/2000	0.00
901906	COMPUTER,DELL	5/10/1994	0.00	938391	COMPUTER,DELL	5/18/2000	0.00
901907	COMPUTER,DELL	5/10/1994	0.00	938396	PRESS BOX,WHIRLWIND	5/18/2000	0.00
901916	PORTABLE PITCHING MOUND,TRUE PITCH INC	3/29/1994	0.00	938406	COMPUTER,AXON	6/15/2000	0.00
901926	PRINTER,HEWLETT PACKARD	5/17/1994	0.00	938507	PORTABLE RADIO,MOTOROLA	8/31/2000	0.00
901938	LAPTOP,IBM	5/24/1994	0.00	938655	COMPUTER,DELL	4/20/2000	0.00
901950	MEDICAL MONITOR,PROPAQ	3/29/1994	0.00	938780	COMPUTER,AXON	7/20/2000	0.00
901963	LAPTOP,IBM	6/7/1994	0.00	938800	COMPUTER,AXON	7/20/2000	0.00
901972	COMPUTER,DEC	5/10/1994	0.00	938849	AIR PACK,SCOTT	7/13/2000	0.00
901973	COMPUTER,DEC	5/10/1994	0.00	939075	24 PORT CATALYST SWITCH,CISCO	7/27/2000	0.00
901974	COMPUTER,DEC	5/10/1994	0.00	939088	RADIO CONTROLLED IRRIGATION		
901990	COMPUTER,IBM	6/14/1994	0.00	939115	SYSTEM,MOTOROLA	8/9/2000	0.00
901998	LAPTOP,DEC	6/21/1994	0.00	939117	COMPUTER,DELL	9/29/2000	0.00
902024	COMPUTER,DELL	7/19/1994	0.00	939205	COMPUTER,DELL	9/29/2000	0.00
902046	COMPUTER,DEC	9/13/1994	0.00	939220	VIDEO CAMERA,SBC GROUP	9/29/2000	0.00
902092A	DECREPEATER,DEC	9/30/1994	0.00	939223	LAPTOP,DELL	7/13/2000	0.00
902144	DECSEVER,DEC	9/13/1994	0.00	939225	LAPTOP,DELL	7/13/2000	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
902170	MONITOR,DEC	9/13/1994	0.00	939284	HAZMAT ESSENTIALS CD ROM		
902179	CUTTER,KROY	6/14/1994	0.00		SET,ONGUARD INC.	7/6/2000	0.00
902284	COMPUTER,GRAFIKA	1/27/1997	0.00	939341A	COMPUTER,DELL	10/19/2000	0.00
902340	DECBRIDGE,DEC	9/13/1994	0.00	939369	TAPE LIBRARY,SOUTHERN COMPUTER	3/14/2002	0.00
902371	DECROUTER,DEC	9/13/1994	0.00	939485	VALVE,ELKHART	9/7/2000	0.00
902385	ANALYZER,SINTRON/E.I.T	12/27/1994	0.00	939506	COMPUTER,DELL	9/14/2000	0.00
902389	COAX IMPLANT,SINTRON	12/27/1994	0.00	939517	COMPUTER,DELL	9/14/2000	0.00
902441	DECREPATER,DEC	5/9/1995	0.00	939641	VIDEO RECORDER,SONY	9/29/2000	0.00
902449	DECREPATER,DEC	5/9/1995	0.00	939652	PROJECTOR,AVI	9/29/2000	0.00
902451	DECSWITCH 900EF,DEC	5/9/1995	0.00	939654	PROJECTOR,AVI	9/29/2000	0.00
902461	PRINTER,HEWLETT PACKARD	7/18/1995	0.00	940027	COMPUTER,DELL	10/31/1995	0.00
902475	DATA PAK,MASS	11/24/1993	0.00	940034	TRAFFIC EMITTER,OPTICOM	9/12/1995	0.00
902492	LAPTOP,AST	1/6/1994	0.00	940067	TRAFFIC EMITTER,OPTICOM	9/12/1995	0.00
902495	LAPTOP,AST	1/6/1994	0.00	940097	FLOOR BUFFER,KENT SELECT	9/29/1995	0.00
902499	LAPTOP,AST	1/6/1994	0.00	940198	LAPTOP,DELL	10/31/1995	0.00
902500	LAPTOP,AST	1/6/1994	0.00	940197	LAPTOP,DELL	10/31/1995	0.00
902501	LAPTOP,AST	1/6/1994	0.00	940199	LAPTOP,DELL	10/31/1995	0.00
902503	COMPUTER,COMPAQ	11/5/1993	0.00	940200	LAPTOP,DELL	10/31/1995	0.00
902505	MONITOR	11/5/1993	0.00	940222	GENERATOR,ONAN GENSET	12/19/1995	0.00
				940227	PRINTER,HEWLETT PACKARD	9/5/1995	0.00
902506	MONITOR	11/5/1993	0.00		24 PORT CATALYST SWITCH,HEWLETT		
902507	MONITOR	11/5/1993	0.00	940232A	PACKARD	9/29/1995	0.00
902513	LAPTOP,APPLE	7/19/1994	0.00	940245	LAPTOP,ZYTEK	9/29/1995	0.00
902514	LAPTOP,APPLE	7/19/1994	0.00	940272	REPEATER	10/17/1995	0.00
902537	LAPTOP,DEC	8/2/1994	0.00	940273	DECBRIDGE,DEC	10/17/1995	0.00
902635	COMPUTER,DEC	7/26/1994	0.00	940329	DISK DRIVE,DEC	11/21/1995	0.00
902636	COMPUTER,DEC	7/26/1994	0.00	940340	DISK DRIVE,DEC	11/21/1995	0.00
902674	COMPUTER,DELL	7/12/1994	0.00	940344	DISK DRIVE,DEC	11/21/1995	0.00
902754	MULTISWITCH,DECHUB 900,DEC	4/12/1994	0.00	940346	DISK DRIVE,DEC	11/21/1995	0.00
902757	DECSERVER,DEC	4/12/1994	0.00	940352	DECSWITCH 900EF,DEC	10/31/1995	0.00
902856	COMPUTER,DELL	8/30/1994	0.00	940373	MOBILE RADIO,MOTOROLA	5/28/1996	0.00
902910	PRINTER,DUPLEX	9/21/1994	0.00	940384	PRINTER,HEWLETT PACKARD	10/10/1995	0.00
902911	DOCUMENT READER/SCANNER	6/9/1994	0.00	940415	GENERATOR,HONDA	5/7/1996	0.00
902982	VIDEO RECORDER,POLAROID	9/30/1994	0.00	940434	STORAGE SHED,SUPERIOR SHEDS	11/7/1995	0.00
902996	COMPUTER,CLONE	9/27/1994	0.00	940450	MOBILE RADIO,MOTOROLA	5/28/1996	0.00
903022	COMPUTER,DEC	9/13/1994	0.00	940488	PRINTER,HEWLETT PACKARD	12/19/1995	0.00
903183	MONITOR,HITACHI	12/27/1994	0.00	940508	PORTABLE RADIO,MOTOROLA	1/23/1996	0.00
903202	MONITOR,DEC	10/11/1994	0.00	940510	PORTABLE RADIO,MOTOROLA	1/23/1996	0.00
903212	COMPUTER,DEC	10/11/1994	0.00	940572	PORTABLE RADIO,MOTOROLA	4/23/1996	0.00
903214	COMPUTER,DEC	10/11/1994	0.00	940584	PORTABLE RADIO,MOTOROLA	3/12/1996	0.00
903220	DECHUB,DEC	10/11/1994	0.00	940586	PORTABLE RADIO,MOTOROLA	3/12/1996	0.00
903222	DECHUB,DEC	10/11/1994	0.00	940604	COMPUTER,DELL	10/17/1995	0.00
903303	CONSOLE LIFT CONTROL BOX,SEFAC	11/8/1994	0.00	940643	VIDEO RECORDER,MITSUBISHI	9/29/1995	0.00
903307	VIDEO TYPEWRITER,FOR.A	1/10/1995	0.00	940647	PRINTER,HEWLETT PACKARD	9/12/1995	0.00
903312	SWITCHER,SONY	1/10/1995	0.00	940649	MOTOR GROUT PUMP,GRACO	9/19/1995	0.00
903365	AMPLIFIER,EXTRON	3/7/1995	0.00	940708	PRINTER,HEWLETT PACKARD	9/29/1995	0.00
903471	COPIER,PITNEY BOWES	10/14/1994	0.00	940711	DECBRIDGE,DEC	9/29/1995	0.00
903576	COMPUTER,DEC	10/25/1994	0.00	940735	COMPUTER,DELL	10/24/1995	0.00
903578	COMPUTER,DEC	10/25/1994	0.00	940742	COMPUTER,DELL	10/24/1995	0.00
903580	COMPUTER,DEC	10/25/1994	0.00	940768	COMPUTER,DELL	10/10/1995	0.00
903595	INFOSERVER,DEC	10/25/1994	0.00	940778	COMPUTER,DELL	10/10/1995	0.00
903604	COMPUTER,IBM	9/30/1994	0.00	940783	COMPUTER,DELL	10/10/1995	0.00
903616	PRINTER,HEWLETT PACKARD	10/11/1994	0.00	940786	COMPUTER,DELL	10/10/1995	0.00
903618	PRINTER,HEWLETT PACKARD	10/11/1994	0.00	940796	COMPUTER,DELL	10/10/1995	0.00
903619	PRINTER,HEWLETT PACKARD	10/11/1994	0.00	940809	COMPUTER,DELL	10/10/1995	0.00
903629	PRINTER,HEWLETT PACKARD	10/11/1994	0.00	940811	COMPUTER,DELL	10/10/1995	0.00
	24 PORT CATALYST SWITCH,HEWLETT			940816	COMPUTER,DELL	10/10/1995	0.00
903644	PACKARD	10/11/1994	0.00				
903663	COMPUTER,DEC	11/29/1994	0.00	940818	COMPUTER,DELL	10/10/1995	0.00
903664	COMPUTER,DEC	11/29/1994	0.00	940832	COMPUTER,DELL	10/10/1995	0.00
903666	COMPUTER,DEC	11/29/1994	0.00	940849	COMPUTER,DELL	10/10/1995	0.00
903667	COMPUTER,DEC	11/29/1994	0.00	940855	COMPUTER,DELL	10/10/1995	0.00
903668	COMPUTER,DEC	11/29/1994	0.00	940887	COMPUTER,DELL	10/10/1995	0.00
903669	COMPUTER,DEC	11/29/1994	0.00	940911	LAPTOP,DELL	10/10/1995	0.00
903677	LAPTOP,NEC	7/22/1994	0.00	940937	COMPUTER,DELL	10/10/1995	0.00
903678	LAPTOP,NEC	7/22/1994	0.00	940997	PRINTER,HEWLETT PACKARD	9/29/1995	0.00
903683	LAPTOP,NEC	7/22/1994	0.00	941043	DISH CART,CARTER HOFFMAN	12/5/1995	0.00
903765	PRINTER,GCC	10/11/1994	0.00	941066	HEATED CART,CARTER HOFFMAN	12/5/1995	0.00
				941073	FREEZER CART,CARTER HOFFMAN	12/5/1995	0.00
903801	PACKER	11/29/1994	0.00		CHLORAMATIC VALVE		
903817	METAL DETECTOR,METROTECH	12/20/1994	0.00	941075	CONTROL,FISHER/PORTER	1/30/1996	0.00
903833	GOLF CART,E Z-GO	10/25/1994	0.00	941078	ROUTER,CISCO	3/19/1996	0.00
903897	COMPACTOR,RAMMER	11/22/1994	0.00	941082	COMPUTER,DELL	10/24/1995	0.00
903944	WIRE FEEDER,LINCOLN	12/6/1994	0.00	941092	COMPUTER,DELL	10/24/1995	0.00
903974	CART,EPCO	12/13/1994	0.00	941104	TELEPHONE SYSTEM,COMDIAL	8/29/1995	0.00
				941108	RMS-NETWORK 3000	10/17/1995	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
903979	COMPUTER,DEC	4/13/1993	0.00	941114	RMS-NETWORK 3000	10/17/1995	0.00
904003	TAPE DRIVE,DEC	12/13/1994	0.00	941189	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	9/29/1995	0.00
904019	TAPE DRIVE,DEC	12/13/1994	0.00	941235	COMPUTER,DEC	11/28/1995	0.00
904074	GENERATOR,ONAN	11/22/1994	0.00	941243	PRINTER,IBM	12/5/1995	0.00
904084	PRINTER,HEWLETT PACKARD	11/22/1994	0.00	941320	PORTABLE RADIO,MOTOROLA	3/26/1996	0.00
904096	ANIMAL CAGE,AMERICAN METAL PRODUCTS	12/6/1994	0.00	941326	PORTABLE RADIO,MOTOROLA	2/27/1996	0.00
904103	UPS,DEC	12/20/1994	0.00	941349	PORTABLE RADIO,MOTOROLA	4/23/1996	0.00
904105	DECBRIDGE,DEC	12/20/1994	0.00	941379	PORTABLE RADIO,MOTOROLA	3/12/1996	0.00
904121	LAPTOP,DEC	2/7/1995	0.00	941385	PORTABLE RADIO,MOTOROLA	5/28/1996	0.00
904251	MONITOR,DEC	9/6/1994	0.00	941395	DECSWITCH 800EF,DEC	3/26/1996	0.00
904252	TAPE DRIVE,DEC	9/6/1994	0.00	941398	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904253	MONITOR,DEC	9/6/1994	0.00	941424	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904254	TAPE DRIVE,DEC	9/6/1994	0.00	941426	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904255	MONITOR,DEC	9/6/1994	0.00	941431	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904306	TRAY RACK (4 SHELF),EPCO	12/13/1994	0.00	941442	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904307	TRAY RACK (4 SHELF),EPCO	12/13/1994	0.00	941446	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904308	TRAY RACK (4 SHELF),EPCO	12/13/1994	0.00	941589	RMS-NETWORK 3000	11/28/1995	0.00
904309	TRAY RACK (4 SHELF),EPCO	12/13/1994	0.00	941611	DECREPEATER,DEC	11/21/1995	0.00
904310	TRAY RACK (4 SHELF),EPCO	12/13/1994	0.00	941629	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904311	TRAY RACK (4 SHELF),EPCO	12/13/1994	0.00	941633	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904312	TRAY RACK (4 SHELF),EPCO	12/13/1994	0.00	941636	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904313	TRAY RACK (4 SHELF),EPCO	12/13/1994	0.00	941643	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904357	COMPUTER,DELL	5/9/1995	0.00	941646	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904361	LAPTOP,DELL	5/9/1995	0.00	941661	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904372	FAX MACHINE,DEX	1/10/1995	0.00	941678	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904383	TELEPHONE CONSOLE,COMDIAL	10/17/1995	0.00	941681	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904403	LAPTOP,IBM	1/31/1995	0.00	941682	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904419	PRINTER,HEWLETT PACKARD	2/7/1995	0.00	941683	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904430	RECORDER,SONY	1/17/1995	0.00	941684	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904460	PRINTER,HEWLETT PACKARD	2/7/1995	0.00	941686	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904619	HEATED CART,CARTER HOFFMAN	3/21/1995	0.00	941687	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904622	HEATED CART,CARTER HOFFMAN	3/21/1995	0.00	941690	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904665	MONITOR,DEC	10/11/1994	0.00	941694	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904701	COMPUTER,DELL	3/21/1995	0.00	941714	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904748	LAPTOP,NEC	10/25/1994	0.00	941718	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904749	LAPTOP,NEC	11/4/1994	0.00	941719	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904782	SET,KEY,8-CIRC,KSC-D	3/14/1995	0.00	941720	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904870	COMPUTER,DELL	4/18/1995	0.00	941721	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904871	COMPUTER,DELL	4/18/1995	0.00	941722	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904875	COMPUTER,DEC	5/2/1995	0.00	941733	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904886	COMPUTER,DEC	5/2/1995	0.00	941741	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904891	COMPUTER,DEC	5/2/1995	0.00	941742	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904913	ICE MACHINE,ICE-O-MATIC	6/6/1995	0.00	941746	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904914	ICE MACHINE,IOM-FULL	6/6/1995	0.00	941759	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904917	SCANNER,SCANTRON	5/30/1995	0.00	941762	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904971	ICE MACHINE,ICE-O-MATIC	7/18/1995	0.00	941764	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
904986	COMPUTER,DEC	8/29/1995	0.00	941766	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905012	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941775	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905048	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941793	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905059	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941799	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905092	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941808	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905127	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941809	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905185	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941824	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905204	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941826	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905226	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941828	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905234	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941832	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905246	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941834	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905276	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941840	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905301	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941842	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905302	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941845	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905314	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941846	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905315	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941848	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905335	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941852	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905343	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941853	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905347	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941857	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905358	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941865	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905360	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941866	PORTABLE RADIO,MOTOROLA	4/30/1996	0.00
905361	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941885	PORTABLE RADIO,MOTOROLA	6/25/1996	0.00
905377	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941898	PORTABLE RADIO,MOTOROLA	6/18/1996	0.00
905383	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941904	PORTABLE RADIO,MOTOROLA	6/11/1996	0.00
905388	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941908	PORTABLE RADIO,MOTOROLA	7/30/1996	0.00
905404	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941935	CONTROL BREAKER,WESTINGHOUSE	12/5/1995	0.00
905405	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941964	HIGH BACK CHAIR,EXECUTIVE	1/9/1996	0.00
905437	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	941969	PIPE PLUG,CHERNE	12/19/1995	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value
905440	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905441	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905445	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905447	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905455	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905472	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905489	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905496	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905503	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905515	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905517	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905522	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905524	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905537	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905554	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
905566	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905568	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905576	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905581	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905586	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905587	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905600	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905603	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905615	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905617	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905620	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905661	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905664	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905667	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905697	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905700	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905709	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905726	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905761	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905764	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905767	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905781	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905784	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905787	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905793	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905795	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905808	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905813	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905817	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905820	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905830	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905839	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905848	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905849	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905870	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905878	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905881	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905884	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905889	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905905	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905915	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905921	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905922	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905928	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905937	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905940	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905944	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905946	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905957	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905967	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
905989	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906002	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906018	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906019	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906022	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906029	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906044	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906045	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906052A	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906057	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906064	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00

Asset Number	Asset Description	Purchase Date	Depreciated Value
941976	MULTISWITCH,DECHUB 900,DEC	12/19/1995	0.00
941988	PRINTER,HEWLETT PACKARD	12/19/1995	0.00
942007	MEGOHMMETER,AEMC	11/21/1995	0.00
942021	COMPUTER,DELL	12/19/1995	0.00
942031	COMPUTER,DELL	1/23/1996	0.00
942032	COMPUTER,DELL	1/23/1996	0.00
942045	PRINTER,HEWLETT PACKARD	2/6/1996	0.00
942055	FLOW METER,PANAMETRICS	2/13/1996	0.00
942063	PIZZA MENU BOARD	2/6/1996	0.00
942083	COMPUTER,DELL	2/6/1996	0.00
942119	COMPUTER,DELL	2/6/1996	0.00
942147	SHOP REDUCER,BROWNING	2/6/1996	0.00
942175	SOFA,BEVERLY STEWART	1/23/1996	0.00
942189	COMPUTER,DEC	2/20/1996	0.00
942202	COMPUTER,DEC	2/20/1996	0.00
942204	COMPUTER,DEC	2/20/1996	0.00
942206	COMPUTER,DEC	2/20/1996	0.00
942470	COMPUTER,DELL	3/12/1996	0.00
942473	COMPUTER,DELL	3/12/1996	0.00
942474	COMPUTER,DELL	3/12/1996	0.00
942475	COMPUTER,DELL	3/12/1996	0.00
942482	COMPUTER,DELL	3/12/1996	0.00
942509	LIGHT TOWER TRAILER,COLEMAN	3/5/1996	0.00
942576	COMPUTER,APPLE	9/15/1992	0.00
942578	COMPUTER,APPLE	9/15/1992	0.00
942590	COMPUTER,APPLE	9/15/1992	0.00
942688	ROUTER,CISCO	9/10/1996	0.00
942778	PORTABLE RADIO,MOTOROLA	5/21/1996	0.00
942832	LAPTOP,DELL	4/2/1996	0.00
942833	COMPUTER,DELL	4/2/1996	0.00
942897A	TAPE DRIVE,MICRONET	11/19/1996	0.00
942905	PRINTER,HEWLETT PACKARD	6/4/1996	0.00
942912	PRESSURE WASHER,HOMELITE	5/21/1996	0.00
942968	FAX MACHINE,CANON	1/28/1997	0.00
943404	REFRIGERATOR,PERLICK	3/19/1996	0.00
943445	TRASH/PLANTER,WESNIC/HINES	7/2/1996	0.00
943466	CREDENZA	3/5/1996	0.00
943491	BEER DISPENSER,PERLICK	3/19/1996	0.00
943494	CREDENZA	3/5/1996	0.00
943558	COMPUTER,DEC	2/20/1996	0.00
943577	COMPUTER,DEC	2/20/1996	0.00
943611	GRILL	2/6/1996	0.00
943612	GRILL	2/6/1996	0.00
943716	SECURITY CAMERA,SANYO	12/11/1997	0.00
944092	DISH CART,SERVOLIFT	4/25/1995	0.00
944093	DISH CART,SERVOLIFT	4/25/1995	0.00
944106	TUG CART,CUSHMAN	11/7/1995	0.00
944126	GOLF CART,E Z-GO	11/21/1995	0.00
944201	ICE CREAM MACHINE,SANISERV	1/16/1996	0.00
944271	FOOD MIXER,HOBART	9/20/1995	0.00
944274	FOOD SLICER,HOBART	9/20/1994	0.00
944278	FOOD SLICER,HOBART	9/20/1995	0.00
944280	FOOD SLICER,HOBART	9/20/1995	0.00
944344	HEATED CART,CARTER HOFFMAN	1/24/1995	0.00
944346	HEATED CART,CARTER HOFFMAN	1/24/1995	0.00
944385	HEATED CART,CARTER HOFFMAN	1/24/1995	0.00
944395	CART,SERVOLIFT	1/31/1995	0.00
944396	CART,SERVOLIFT	1/31/1995	0.00
944397	CART,SERVOLIFT	1/31/1995	0.00
944399	CART,SERVOLIFT	1/31/1995	0.00
944402	CART,SERVOLIFT	1/31/1995	0.00
944403	CART,SERVOLIFT	1/31/1995	0.00
944405	CART,SERVOLIFT	1/31/1995	0.00
944406	CART,SERVOLIFT	1/31/1995	0.00
944408	CART,SERVOLIFT	1/31/1995	0.00
944409	CART,SERVOLIFT	1/31/1995	0.00
944429	TABLE,TARPON	3/28/1995	0.00
944458	DISH CART,SERVOLIFT	1/31/1995	0.00
944521	PAN RACK,SERVOLIFT	3/7/1995	0.00
944522	PAN RACK,SERVOLIFT	3/7/1995	0.00
944546	DOUGH ROLLER,ANETS	3/14/1995	0.00
944603	REFRIGERATED PAN,ATLAS	5/30/1995	0.00
944609	ESPRESSO MACHINE,PRESTIGE	5/30/1995	0.00
944625	REFRIGERATED PAN,ATLAS	5/30/1995	0.00
944626	REFRIGERATED PAN,ATLAS	5/30/1995	0.00
944656	REFRIGERATED CART	6/16/1995	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value
906087	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906097	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906107	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906117	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906125	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906136	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906141	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906143	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906161	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906168	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906175	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906183	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906197	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906201	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906206	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906210	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906225	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906229	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906234	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00
906278	MOBILE RADIO,MOTOROLA	10/24/1995	0.00
906282	MOBILE RADIO,MOTOROLA	10/24/1995	0.00
906357	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906371	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906446	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906471	MOBILE RADIO,MOTOROLA	11/16/1993	0.00
906492	MOBILE RADIO,MOTOROLA	11/16/1993	0.00
906526	MOBILE RADIO,MOTOROLA	1/19/1993	0.00
906549	RADIO CONTROL STATION,MOTOROLA	1/19/1993	0.00
906568	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906572	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906588	MOBILE RADIO,MOTOROLA	5/24/1994	0.00
906599	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906602	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906653	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906668	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906675	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906694	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906734	PORTABLE RADIO,MOTOROLA	9/30/1994	0.00
906771	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906790	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906797	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906812	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906821	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906867	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906869	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906879	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906894	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906907	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906920	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906927	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906940	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906943	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906957	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906959	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906971	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906993	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
906995	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907000	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907042	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907062	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907068	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907083	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907105	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907119	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907127	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907143	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907149	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907166	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907197	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907216	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907237	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907242	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907254	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907257	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907259	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00
907269	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00

Asset Number	Asset Description	Purchase Date	Depreciated Value
944657	FREEZER,SANISERV	1/16/1996	0.00
944658	FREEZER,SANISERV	1/16/1996	0.00
944667	PAN RACK,SERVOLIFT	8/22/1995	0.00
944669	PAN RACK,SERVOLIFT	8/22/1995	0.00
944704	WORK TABLE,DELFIELD	8/1/1995	0.00
944718	CART,SERVOLIFT	1/31/1995	0.00
944725	MIXER/AMPLIFIER,ELECTROVOICE	1/9/1996	0.00
944817	PRESSURE WASHER,KENT	1/16/1996	0.00
944994	POS WORKSTATION,PANASONIC	1/30/1996	0.00
944997	POS WORKSTATION,PANASONIC	1/30/1996	0.00
945045	COMPUTER,DELL	5/26/2000	0.00
945127	COPIER,PANASONIC	9/14/2000	0.00
945153	LAPTOP,DELL	9/21/2000	0.00
945221	VIDEO WALKMAN,SONY	10/5/2000	0.00
945263	SCSI STORAGE ENCLOSURE,DELL	10/19/2000	0.00
945346	LAPTOP,DELL	9/21/2000	0.00
945348	LAPTOP,DELL	9/21/2000	0.00
945383	SOUND MACHINE,SOUND PROJECTIONS	9/29/2000	0.00
945390	LAPTOP,DELL	10/2/2000	0.00
945422	UPS	9/29/2000	0.00
945423	UPS,APC	9/29/2000	0.00
945546	COMPUTER,DELL	9/29/2000	0.00
945582	HELMET,GALLET	12/7/2000	0.00
945585	HELMET,GALLET	12/7/2000	0.00
945586	HELMET,GALLET	12/7/2000	0.00
945587	HELMET,GALLET	12/7/2000	0.00
945589	HELMET,GALLET	12/7/2000	0.00
945590	HELMET,GALLET	12/7/2000	0.00
945591	HELMET,GALLET	12/7/2000	0.00
945592	HELMET,GALLET	12/7/2000	0.00
945594	HELMET,GALLET	12/7/2000	0.00
945631	STRETCHER	10/18/2001	0.00
945661	MONITOR,COMPAQ	10/26/2000	0.00
945668	MONITOR,COMPAQ	10/26/2000	0.00
945697	LAPTOP,DELL	3/1/2001	0.00
945792	COMPUTER,DELL	9/29/2000	0.00
945815	COMPUTER,DELL	9/29/2000	0.00
945965	MONITOR,VIEWSONIC	10/12/2000	0.00
945986	NIGHT VISION GOGGLES,ITT INDUSTRIES	10/19/2000	0.00
946013	COMPUTER,DELL	11/8/2001	0.00
946020	COMPUTER,DELL	1/18/2001	0.00
946080	COMPUTER,DELL	1/18/2001	0.00
946082	COMPUTER,DELL	1/18/2001	0.00
946104	LAPTOP,DELL	11/16/2000	0.00
946116	DATA/VIDEO MONITOR,NVIEW	12/21/2000	0.00
946155	LAPTOP,DELL	11/2/2000	0.00
946170	COPIER,CANON	11/2/2000	0.00
946190	LAPTOP,DELL	1/25/2001	0.00
946197	COMPUTER,DELL	3/1/2001	0.00
946209	PROJECTION LINK,PROXIMA	1/25/2001	0.00
946210	PORTABLE RADIO,MOTOROLA	1/18/2001	0.00
946230	PORTABLE RADIO,MOTOROLA	11/22/2000	0.00
946246	PORTABLE RADIO,MOTOROLA	12/21/2000	0.00
946321	COMPUTER,DELL	2/22/2001	0.00
946323	COMPUTER,DELL	2/22/2001	0.00
946448	LAN STATION W/WHLS,MAYLINE	10/5/2000	0.00
946644	MONITOR,DELL	1/18/2001	0.00
946647	MONITOR,DELL	1/18/2001	0.00
946851	LINE LOCATOR,MICROTECH	1/25/2001	0.00
946861	LAPTOP,DELL	4/12/2001	0.00
946874	VENTILATION FAN,HONDA	3/15/2001	0.00
946957	COMPUTER,DELL	4/19/2001	0.00
947053	PORTABLE RADIO,MOTOROLA	3/22/2001	0.00
947209	LAPTOP,DELL	8/2/2001	0.00
947249	ROUTER,CISCO	12/14/2000	0.00
947250	LAPTOP,DELL	12/21/2000	0.00
947286A	COMPUTER,DELL	1/4/2001	0.00
947287A	COMPUTER,DELL	1/4/2001	0.00
947288A	COMPUTER,DELL	1/4/2001	0.00
947289A	COMPUTER,DELL	1/4/2001	0.00
947356	COMPUTER,DELL	3/22/2001	0.00
947360	COMPUTER,DELL	3/22/2001	0.00
947392	LAPTOP,DELL	5/10/2001	0.00
947434	LAPTOP,DELL	6/21/2001	0.00
947576	ROLLER,BOMAG	1/11/2001	0.00
947584	TEST SIGNAL GENERATOR,TEKTRONIX	1/11/2001	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
907272	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	947986	12 PORT SWITCH,CISCO	5/10/2001	0.00
907302	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	948119A	LAPTOP,DELL	3/1/2001	0.00
907305	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	948169	EDITING STATION,CANOPUS CORP	3/29/2001	0.00
907383	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	948385	PORTABLE RADIO,MOTOROLA	5/10/2001	0.00
907459	MOBILE RADIO,MOTOROLA	5/24/1994	0.00	948390	PORTABLE RADIO,MOTOROLA	5/10/2001	0.00
907471	MOBILE RADIO,MOTOROLA	5/24/1994	0.00	948442	PORTABLE RADIO,MOTOROLA	6/28/2001	0.00
907541	MOBILE RADIO,MOTOROLA	5/24/1994	0.00	948444	PORTABLE RADIO,MOTOROLA	6/28/2001	0.00
907811	MOBILE RADIO,MOTOROLA	2/28/1995	0.00	948471	PORTABLE RADIO,MOTOROLA	8/23/2001	0.00
907956	MOBILE RADIO,MOTOROLA	12/27/1994	0.00	948479	PORTABLE RADIO,MOTOROLA	8/23/2001	0.00
908129	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00	948545	COMPUTER,DELL	6/14/2001	0.00
908222	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	948546	COMPUTER,DELL	6/14/2001	0.00
908288	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	948575	LAPTOP,DELL	6/21/2001	0.00
908290	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	948718	COMPUTER,DELL	6/21/2001	0.00
908291	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	948933	PRINTER,EIZO	5/17/2001	0.00
908292	PORTABLE RADIO,MOTOROLA	5/24/1994	0.00	948934	LAPTOP,DELL	11/22/2000	0.00
908304	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00	948972	PROJECTOR,APOLLO	5/10/2001	0.00
908447	PORTABLE RADIO,MOTOROLA	1/19/1993	0.00	948981	LAPTOP,DELL	5/10/2001	0.00
908459	MOBILE RADIO,MOTOROLA	12/13/1994	0.00	949002	MONITOR,DELL	5/3/2001	0.00
908502	MOBILE RADIO,MOTOROLA	1/19/1993	0.00	949012	MONITOR,DELL	5/3/2001	0.00
908507	MOBILE RADIO,MOTOROLA	1/19/1993	0.00	949068	CONFERENCE TABLE	5/3/2001	0.00
908509	PORTABLE RADIO,MOTOROLA	8/24/1993	0.00	949142	LAPTOP,APPLE	5/10/2001	0.00
908539	PORTABLE RADIO,MOTOROLA	12/13/1994	0.00	949196	MONITOR,DELL	6/21/2001	0.00
908606	MOBILE RADIO,MOTOROLA	9/24/1994	0.00	949224	MONITOR,DELL	5/24/2001	0.00
908633	PORTABLE RADIO,MOTOROLA	1/10/1995	0.00	949312	PROJECTOR,SHARP	8/2/2001	0.00
908640	PORTABLE RADIO,MOTOROLA	1/10/1994	0.00	949328	TOUCH PANEL,IDE INC	6/28/2001	0.00
908641	PORTABLE RADIO,MOTOROLA	1/10/1994	0.00	949395	ROUTER,CISCO	3/22/2001	0.00
908770	PORTABLE RADIO,MOTOROLA	2/7/1995	0.00	949433	EXHIBIT SYSTEM	5/31/2001	0.00
908786	MOBILE RADIO,MOTOROLA	2/7/1995	0.00	949489	PUMP,MULTIQUIP	7/19/2001	0.00
908799	PORTABLE RADIO,MOTOROLA	2/7/1995	0.00	949544	THIN CLIENT,NETIER	5/3/2001	0.00
908806	PORTABLE RADIO,MOTOROLA	2/7/1995	0.00	949562	COMPUTER,GATEWAY	9/13/2001	0.00
908812	PORTABLE RADIO,MOTOROLA	2/7/1995	0.00	949782	LAPTOP,DELL	8/14/2002	0.00
908817	PORTABLE RADIO,MOTOROLA	2/7/1995	0.00	949860	LAPTOP,DELL	10/14/2002	0.00
908820	PORTABLE RADIO,MOTOROLA	2/7/1995	0.00	949862	LAPTOP,DELL	10/14/2002	0.00
908821	PORTABLE RADIO,MOTOROLA	2/7/1995	0.00	949913	PROJECTOR,NEC	10/17/2002	0.00
908867	PORTABLE RADIO,MOTOROLA	5/2/1995	0.00	949938	LAPTOP,DELL	2/14/2003	0.00
908868	PORTABLE RADIO,MOTOROLA	5/2/1995	0.00	949942	LAPTOP,DELL	2/14/2003	0.00
908876	PORTABLE RADIO,MOTOROLA	5/2/1995	0.00	949943	LAPTOP,DELL	2/14/2003	0.00
908881	PORTABLE RADIO,MOTOROLA	5/2/1995	0.00	949963	POWERSHAULT,DELL	1/27/2003	0.00
908885	PORTABLE RADIO,MOTOROLA	5/2/1995	0.00	949970	LAPTOP,DELL	4/29/2003	0.00
908887	PORTABLE RADIO,MOTOROLA	5/2/1995	0.00	949973	LAPTOP,DELL	4/29/2003	0.00
908899	PORTABLE RADIO,MOTOROLA	5/30/1995	0.00	953044	DECREPATER 900 TM,DEC	3/19/1996	0.00
908904	PORTABLE RADIO,MOTOROLA	5/30/1995	0.00	953047	DECSWITCH 900EF,DEC	3/19/1996	0.00
909019	COMPUTER,DEC	3/21/1995	0.00	953050	DECSERVER 90TL,DEC	3/19/1996	0.00
909020	COMPUTER,DEC	3/21/1995	0.00	953051	DECSERVER 90TL,DEC	3/19/1996	0.00
909023	COMPUTER,DEC	3/21/1995	0.00	953079	INFRARED THERMO SCANNER,RAYTEK	5/21/1996	0.00
909024	COMPUTER,DEC	3/21/1995	0.00	953126	LAPTOP,DELL	5/14/1996	0.00
909025	COMPUTER,DEC	3/21/1995	0.00	953129	COMPUTER,DELL	5/14/1996	0.00
909048	LAPTOP,DEC	4/4/1995	0.00	953134A	DECREPATER,DEC	4/2/1996	0.00
909064	DISPLAY BOARD,CONFIGURATIONS INC	4/18/1995	0.00	953197	PRESSURE WASHER,HONDA	5/14/1996	0.00
909079	LAPTOP,DELL	4/25/1995	0.00	953209	STORAGE & DRAINAGE RACK,MODEQ & CARGOTAINER	4/2/1996	0.00
909095	GAS DETECTOR,MICRO-MAX	6/20/1995	0.00	953210	PRINTER,HEWLETT PACKARD	5/14/1996	0.00
909102	GAS DETECTOR,MICRO-MAX	6/20/1995	0.00	953261	PUMP	7/9/1996	0.00
909114	AIR PACK,SCOTT	4/25/1995	0.00	953370	RISER	3/5/1996	0.00
909134	GAS DETECTOR,OMNI	5/9/1995	0.00	953371	RISER	3/5/1996	0.00
909147	COMPUTER,DELL	5/2/1995	0.00	953372	RISER	3/5/1996	0.00
909181	COMPUTER,DELL	5/16/1995	0.00	953373	RISER	3/5/1996	0.00
909183	COMPUTER,DELL	5/16/1995	0.00	953374	RISER	3/5/1996	0.00
909196	COMPUTER,DELL	5/23/1995	0.00	953438	RISER	3/5/1996	0.00
909207	LAPTOP,IBM	5/30/1995	0.00	953446	CD RECORDER,PINNACLE	4/30/1996	0.00
909218	LAPTOP,DELL	6/6/1995	0.00	953451	PORTABLE RADIO,MOTOROLA	7/23/1996	0.00
909219	LAPTOP,DELL	6/6/1995	0.00	953465	PORTABLE RADIO,MOTOROLA	7/23/1996	0.00
909220	COMPUTER,DELL	6/6/1995	0.00	953466	PORTABLE RADIO,MOTOROLA	7/23/1996	0.00
909225	COMPUTER,DELL	6/6/1995	0.00	953472	PORTABLE RADIO,MOTOROLA	7/23/1996	0.00
909227	COMPUTER,DELL	6/6/1995	0.00	953473	PORTABLE RADIO,MOTOROLA	7/23/1996	0.00
909250	PRINTER,HEWLETT PACKARD	4/13/1995	0.00	953479	PORTABLE RADIO,MOTOROLA	7/23/1996	0.00
909251	PRINTER,HEWLETT PACKARD	6/13/1995	0.00	953492	PORTABLE RADIO,MOTOROLA	7/23/1996	0.00
909252	PRINTER,HEWLETT PACKARD	6/13/1995	0.00	953499	PORTABLE RADIO,MOTOROLA	7/23/1996	0.00
909253	PRINTER,HEWLETT PACKARD	6/13/1995	0.00	953508	PORTABLE RADIO,MOTOROLA	7/23/1996	0.00
909254	PRINTER,HEWLETT PACKARD	6/13/1995	0.00	953582	PORTABLE RADIO,MOTOROLA	6/14/1996	0.00
909266	VENTILATOR,LIFE SAFETY PROD.	7/11/1995	0.00	953635	TRANSCIEVER	8/6/1996	0.00
909298	COMPUTER,DELL	5/30/1995	0.00	953654	ANALYZER,TEKTRONIX	9/3/1996	0.00
909299	COMPUTER,DELL	5/30/1995	0.00	953658	UPS,CISCO	9/24/1996	0.00
909317	LAPTOP,DELL	6/13/1995	0.00	953659	UPS,CISCO	9/24/1996	0.00
909326	CATALYST,HEWLETT PACKARD	5/1/1995	0.00	953661	LAPTOP,DELL	9/10/1996	0.00
909332	CATALYST,HEWLETT PACKARD	5/1/1995	0.00	953665	DIGITIZER,CALCOMP	8/27/1996	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
909333	CATALYST,HEWLETT PACKARD	5/1/1995	0.00	953667	DIGITIZER,CALCOMP	8/27/1996	0.00
909334	CATALYST,HEWLETT PACKARD	5/1/1995	0.00	953713	DYNAMETER,DYNALINK	6/18/1996	0.00
909342	COMPUTER,DELL	7/3/1995	0.00	953797	COMPUTER,CUSTOM	3/26/1996	0.00
909345	COMPUTER,DELL	7/3/1995	0.00	953846	COMPUTER,CLONE	3/20/1996	0.00
909354	LAPTOP,DELL	7/25/1995	0.00	953958	WORKSTATION	2/27/1996	0.00
909355	LAPTOP,DELL	7/25/1995	0.00	953995	FOOD PREP TABLE	6/25/1996	0.00
909356	LAPTOP,DELL	7/25/1995	0.00	954104	COMPUTER,DELL	7/2/1996	0.00
909357	LAPTOP,DELL	7/25/1995	0.00	954105	COMPUTER,DELL	7/2/1996	0.00
909358	LAPTOP,DELL	7/25/1995	0.00	954112	COMPUTER,DELL	7/2/1996	0.00
909359	LAPTOP,DELL	7/25/1995	0.00	954253	POPCORN MACHINE	1/16/1996	0.00
909360	LAPTOP,DELL	7/25/1995	0.00	954262	POPCORN MACHINE	1/16/1996	0.00
909361	LAPTOP,DELL	7/25/1995	0.00	954265	DOUGH ROLLER	1/16/1996	0.00
909362	LAPTOP,DELL	7/25/1995	0.00	954270	PRINTER	1/16/1996	0.00
909363	LAPTOP,DELL	7/25/1995	0.00	954271	THERMOTAINER	1/16/1996	0.00
909364	LAPTOP,DELL	7/25/1995	0.00	954282	SHAKE MACHINE,TAYLOR	1/16/1996	0.00
909365	LAPTOP,DELL	7/25/1995	0.00	954284	GRIDDLE	1/16/1996	0.00
909366	LAPTOP,DELL	7/25/1995	0.00	954323	MICROWAVE OVEN,MENUMASTER	7/16/1996	0.00
909367	LAPTOP,DELL	7/25/1995	0.00	954324	OVEN,MENUMASTER	7/16/1996	0.00
909368	LAPTOP,DELL	7/25/1995	0.00	954364	COMPUTER,DELL	7/23/1996	0.00
909369	LAPTOP,DELL	7/25/1995	0.00	954378	HARD DISK DRIVE,DEC	9/17/1996	0.00
909370	LAPTOP,DELL	7/25/1995	0.00	954379	HARD DISK DRIVE,DEC	9/17/1996	0.00
909371	LAPTOP,DELL	7/25/1995	0.00	954381	POWER SUPPLY,DEC	9/24/1996	0.00
909372	LAPTOP,DELL	7/25/1995	0.00	954382	POWER SUPPLY,DEC	9/24/1996	0.00
909374	LAPTOP,DELL	7/25/1995	0.00	954383	DECSWITCH 900FO,DEC	9/3/1996	0.00
909382	LAPTOP,DELL	7/11/1995	0.00	954424	DECSWITCH, 900EF	9/24/1996	0.00
909399	DESK	7/18/1995	0.00	954466	PORTABLE RADIO,MOTOROLA	12/4/1996	0.00
909411	LAPTOP,IBM	5/23/1995	0.00	954470	PORTABLE RADIO,MOTOROLA	12/4/1996	0.00
909419	LAPTOP,DEC	5/23/1995	0.00	954479	GIGA SWITCH MODULE,DEC	9/24/1996	0.00
909448	COMPUTER,DELL	6/27/1995	0.00	954480	GIGA SWITCH MODULE,DEC	9/24/1996	0.00
909463	TABLE,NATIONAL	8/8/1995	0.00	954482	PORTABLE RADIO,MOTOROLA	9/10/1996	0.00
909470	HEATED CABINET,PRECISION	1/31/1995	0.00	954487	PORTABLE RADIO,MOTOROLA	9/10/1996	0.00
909472	HEATED CABINET,PRECISION	1/31/1995	0.00	954504	PORTABLE RADIO,MOTOROLA	10/29/1996	0.00
909480	HEATED CABINET,PRECISION	1/31/1995	0.00	954513	PORTABLE RADIO,MOTOROLA	10/23/1996	0.00
909531	CARDIAC DIAGNOSTIC MONITOR,LIFE PAK	5/16/1995	0.00	954665	LAPTOP,DELL	7/16/1996	0.00
909540	ANIMAL CAGE,AMERICAN METAL PRODUCTS	6/13/1995	0.00	954668	LAPTOP,DELL	7/16/1996	0.00
909555	LAPTOP,DELL	6/20/1995	0.00	954757	COMPUTER,DELL	8/13/1996	0.00
909570	PLAYGROUND EQUIPMENT,PWS	6/27/1995	0.00	954758	COMPUTER,DELL	8/13/1996	0.00
909588	DECSWITCH 900EF,DEC	10/11/1994	0.00	954766	COMPUTER,DELL	8/13/1996	0.00
909661	COMPUTER,DEC	8/29/1995	0.00	954796	COMPUTER,DELL	8/13/1996	0.00
909706	COMPUTER,DEC	8/29/1995	0.00	954806	COMPUTER,DELL	8/13/1996	0.00
909725	LAPTOP,DELL	7/25/1995	0.00	954809	COMPUTER,DELL	8/13/1996	0.00
909728	LAPTOP,DELL	7/25/1995	0.00	954829	DISK DRIVE,DEC	8/20/1996	0.00
909731	LAPTOP,DELL	7/25/1995	0.00	954836	DISK DRIVE,DEC	8/20/1996	0.00
909739	LAPTOP,DELL	7/25/1995	0.00	954866	TAPE DRIVE,HEWLETT PACKARD	9/6/1996	0.00
909763	RMS-NETWORK 3000	11/28/1995	0.00	954888	RESTRAINT BED,MODU FORM INC.	9/30/1996	0.00
909777	TRANSMITTER,FIBER OPTIONS	9/5/1995	0.00	954889	RESTRAINT BED,MODU FORM INC.	9/30/1996	0.00
909810	PORTABLE RADIO,MOTOROLA	9/29/1995	0.00	954895	COMPUTER,DELL	8/13/1996	0.00
909840	ROUTER,DEC	9/19/1995	0.00	954909	COMPUTER,DELL	8/13/1996	0.00
909844	ROUTER,DUAL SERIAL,CISCO	9/19/1995	0.00	954919	COMPUTER,COMPUDYNE	1/17/1995	0.00
909864	PORTABLE RADIO,MOTOROLA	6/20/1995	0.00	954993	LAPTOP,DELL	9/17/1996	0.00
909877	PRINTER,HEWLETT PACKARD	7/25/1995	0.00	955008	LAPTOP,DELL	9/17/1996	0.00
910000	MONITOR,DEC	10/11/1994	0.00	955009	POS WORKSTATION,PANASONIC	8/27/1996	0.00
910003	COMPUTER	2/1/1988	0.00	955011	POS WORKSTATION,PANASONIC	8/27/1996	0.00
910008	MUXSERVER,DEC	2/1/1988	0.00	955012	POS WORKSTATION,PANASONIC	8/27/1996	0.00
910009	MUXSERVER,DEC	2/1/1988	0.00	955013	POS WORKSTATION,PANASONIC	8/27/1996	0.00
910012	DECSERVER,DEC	2/1/1988	0.00	955015	POS WORKSTATION,PANASONIC	8/27/1996	0.00
910017	LOCAL INTERCONNECTED SWITCH,DEC	2/1/1988	0.00	955219	MONITOR,DEC	9/17/1996	0.00
910055	STAT-MUX	2/1/1988	0.00	955294	COMPUTER,DELL	8/27/1996	0.00
910061	PRINTER,DEC	2/1/1988	0.00	955318	LAPTOP,DELL	8/27/1996	0.00
910062	PRINTER,DEC	2/1/1988	0.00	955333	PUMP,HONDA	9/24/1996	0.00
910072	STAT-MUX	2/1/1988	0.00	955372	DECSERVER,DEC	10/15/1996	0.00
910073	STAT-MUX	2/1/1988	0.00	955565	LAPTOP,DELL	11/12/1996	0.00
910074	PRINTER,DEC	2/1/1988	0.00	955568	LAPTOP,DELL	10/29/1996	0.00
910106	COMPUTER,DEC	2/1/1988	0.00	955569	LAPTOP,DELL	10/29/1996	0.00
910136	TRANSMITTER,DEC	2/1/1988	0.00	955574	LAPTOP,DELL	10/29/1996	0.00
910193	PORTABLE RADIO,MOTOROLA	8/22/1995	0.00	955576	LAPTOP,DELL	10/29/1996	0.00
910224	PORTABLE RADIO,MOTOROLA	8/22/1995	0.00	955775	COMPUTER,DELL	9/17/1996	0.00
910249	GENERATOR,GROBAN	7/1/1988	0.00	955776	MONITOR,VIEWSONIC	9/17/1996	0.00
910316	COMPUTER,AST	7/1/1988	0.00	955911	AIRWAY MANAGEMENT TRAINER,LAERDAL	9/30/1996	0.00
910339	GOLF CART,CLUB CAR	7/1/1988	0.00	955912	AIRWAY MANAGEMENT TRAINER,LAERDAL	9/30/1996	0.00
910359	GOLF CART	10/1/1987	0.00	955913	AIRWAY MANAGEMENT TRAINER,LAERDAL	9/30/1996	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
910375	PIPE LASER	7/1/1988	0.00	955914	AIRWAY MANAGEMENT TRAINER, LAERDAL	9/30/1996	0.00
910382	WINCH	7/1/1988	0.00	955939	COMPUTER, APPLE	9/24/1996	0.00
910386	WINCH, CUES	7/1/1988	0.00	955945	COMPUTER, APPLE	9/24/1996	0.00
910426	POWER PACK	7/1/1988	0.00	955955	COMPUTER, APPLE	9/24/1996	0.00
910462	HOIST, ROBBINS/MYERS	5/1/1988	0.00	956016	PORTABLE RADIO, MOTOROLA	11/26/1996	0.00
910479	ARROW BOARD, LEAR SIEGLER	9/19/1988	0.00	956056	PRINTER, HEWLETT PACKARD	12/17/1996	0.00
910533	PORTABLE RADIO, MOTOROLA	10/24/1988	0.00	956058	PRINTER, HEWLETT PACKARD	12/17/1996	0.00
910557	PRINTER, HEWLETT PACKARD	10/1/1988	0.00	956062	PRINTER, HEWLETT PACKARD	12/17/1996	0.00
910611	GENERATOR	10/1/1988	0.00	956070	PORTABLE RADIO, MOTOROLA	12/26/1996	0.00
910626	PORTABLE RADIO, MOTOROLA	10/24/1988	0.00	956071	PORTABLE RADIO, MOTOROLA	12/26/1996	0.00
910628	PORTABLE RADIO, MOTOROLA	10/24/1988	0.00	956073	PORTABLE RADIO, MOTOROLA	12/26/1996	0.00
910635	PORTABLE RADIO, MOTOROLA	10/24/1988	0.00	956112	LAPTOP, IBM	9/30/1996	0.00
910641	PORTABLE RADIO, MOTOROLA	10/24/1988	0.00	956114	LAPTOP, IBM	9/30/1996	0.00
910646	PORTABLE RADIO, MOTOROLA	10/24/1988	0.00	956117	LAPTOP, IBM	9/30/1996	0.00
910657	SPRAYER, TITAN	10/1/1988	0.00	956125	LAPTOP, IBM	9/30/1996	0.00
910667	ARROW BOARD, LEAR SIEGLER	9/19/1988	0.00	956286	COMPUTER, DELL	10/23/1996	0.00
910668	ARROW BOARD, LEAR SIEGLER	9/19/1988	0.00	956287	COMPUTER, DELL	10/23/1996	0.00
910669	ARROW BOARD, LEAR SIEGLER	9/19/1988	0.00	956310	MONITOR, APPLE	10/23/1996	0.00
910670	ARROW BOARD, LEAR SIEGLER	9/19/1988	0.00	956351	TRANSFORMER, FEDERAL	6/18/1996	0.00
910671	ARROW BOARD, LEAR SIEGLER	9/19/1988	0.00	956355	TRANSFORMER, FEDERAL	6/18/1996	0.00
910672	CRANE, VENTURO	9/19/1988	0.00	956356	TRANSFORMER, FEDERAL	6/18/1996	0.00
910682	VOICE RESPONSE SYSTEM, IBM	5/15/1989	0.00	956370	BEER TOWER	6/4/1996	0.00
910684	CONTROLLER, BURROUGHS	6/1/1985	0.00	956378	FOOD SLICER, HOBART	6/4/1996	0.00
910685	EXCHANGE, BURROUGHS	6/1/1985	0.00	956407	FREEZER CART, SHELLEY	6/4/1996	0.00
910686	CONTROLLER, BURROUGHS	6/1/1985	0.00	956482	COMPUTER, DELL	10/8/1996	0.00
910687	EXCHANGE, BURROUGHS	6/1/1985	0.00	956499	COMPUTER, DELL	10/8/1996	0.00
910688	PROCESSOR, BURROUGHS	6/1/1985	0.00	956515	COMPUTER, DELL	10/23/1996	0.00
910689	DISK DRIVE, BURROUGHS	6/1/1985	0.00	956516	COMPUTER, DELL	10/23/1996	0.00
910690	DISK DRIVE, BURROUGHS	6/1/1985	0.00	956522	COMPUTER, DELL	10/23/1996	0.00
910691	DISK DRIVE, BURROUGHS	6/1/1985	0.00	956567	CART, F.W.E	6/4/1996	0.00
910693	TAPE DRIVE, BURROUGHS	6/1/1985	0.00	956597	LAPTOP, DELL	9/30/1996	0.00
910694	TAPE DRIVE, BURROUGHS	6/1/1985	0.00	956601	COMPUTER, DELL	9/30/1996	0.00
910696	EXCHANGE, BURROUGHS	1/1/1986	0.00	956609	LAPTOP, DELL	9/30/1996	0.00
910707	PRINTER, BURROUGHS	6/1/1985	0.00	956628	MONITOR, DELL	10/15/1996	0.00
910711	AIR COMPRESSOR, INGERSOLL RAND	2/1/1989	0.00	956629	COMPUTER, DELL	10/15/1996	0.00
910712	AIR COMPRESSOR, AIR COMPRESSOR PRODS	2/1/1989	0.00	956706	COMPUTER, CLONE	9/27/1996	0.00
910772	DECREPEATER, 90TS, DEC	10/24/1995	0.00	956729	PRINTER, TEXAS INSTRUMENTS	9/27/1996	0.00
910774	DECREPEATER, 90TS, DEC	10/24/1995	0.00	956740	24 PORT CATALYST SWITCH, HEWLETT		
910776	DECREPEATER, 90TS, DEC	10/24/1995	0.00	956762	PACKARD	9/27/1996	0.00
910886	SECURITY CAMERA, PANASONIC	9/1/1988	0.00	956802	MIXER/AMPLIFIER, ELECTROVOICE	10/15/1996	0.00
910887	CONSOLE W/POWER PANEL	9/1/1988	0.00	956896	HOIST, LODESTAR	10/8/1996	0.00
910924	PORTABLE FREEZER, CARTER HOFFMAN	1/24/1995	0.00	956953	AIR CONDITIONER, COPELAND	11/12/1996	0.00
910942	HEATED CABINET, PRECISION	1/31/1995	0.00	956970	BENCH	8/20/1996	0.00
910949	COMPUTER, DELL	8/22/1995	0.00	956970	LOUNGE CHAIR	8/20/1996	0.00
910967	LAPTOP, IBM	9/5/1995	0.00	956986	LOUNGE CHAIR	8/20/1996	0.00
910976	PORTABLE FREEZER, CARTER HOFFMAN	1/24/1995	0.00	957000A	ROUTER, CISCO	11/19/1996	0.00
910981	PLATE CARRIER, CARTER HOFFMAN	1/24/1995	0.00	957038	COMPUTER, APPLE	9/15/1992	0.00
911081	PORTABLE RADIO, MOTOROLA	9/1/1988	0.00	957039	COMPUTER, APPLE	9/15/1992	0.00
911109	BLOOD PRESSURE MACHINE, MEDTRONIC			957040	COMPUTER, APPLE	9/15/1992	0.00
911123	PHYSIO-CONTROL	9/1/1988	0.00	957041	COMPUTER, APPLE	9/15/1992	0.00
911133	PACEMAKER	10/1/1988	0.00	957042	COMPUTER, APPLE	9/15/1992	0.00
911142	PUBLIC ADDRESS SYSTEM	10/1/1988	0.00	957043	COMPUTER, APPLE	9/15/1992	0.00
911145	TERMINAL, AMPEX	10/1/1988	0.00	957044	COMPUTER, APPLE	9/15/1992	0.00
911153	COMPUTER	10/1/1988	0.00	957045	COMPUTER, APPLE	9/15/1992	0.00
911157	DEFIBRILLATOR	9/1/1988	0.00	957046	COMPUTER, APPLE	9/15/1992	0.00
911161	TERMINAL, AMPEX	10/1/1988	0.00	957047	COMPUTER, APPLE	9/15/1992	0.00
911189	PORTABLE RADIO, MOTOROLA	12/12/1988	0.00	957048	COMPUTER, APPLE	9/15/1992	0.00
911206	PACEMAKER, MEDTRONIC PHYSIO-CONTROL	1/17/1989	0.00	957049	COMPUTER, APPLE	9/15/1992	0.00
911213	HEART MONITOR, MEDTRONIC PHYSIO-CONTROL	1/30/1989	0.00	957050	COMPUTER, APPLE	9/15/1992	0.00
911296	DEFIBRILLATOR, MEDTRONIC PHYSIO-CONTROL	1/30/1989	0.00	957057	TELEPHONE, LUCENT	12/10/1996	0.00
911319	COMPUTER, TOSHIBA	5/30/1989	0.00	957084	LAPTOP, DELL	10/15/1996	0.00
911335	PORTABLE RADIO, MOTOROLA	5/30/1989	0.00	957089	CONTROLLER	10/29/1996	0.00
911339	RADIO CONTROL STATION, MOTOROLA	4/30/1990	0.00	957150	CABINET, FLEX PLUS	1/21/1997	0.00
911340	PORTABLE RADIO, MOTOROLA	5/14/1990	0.00	957169	PORTABLE RADIO, MOTOROLA	1/7/1997	0.00
911365	PORTABLE RADIO, MOTOROLA	5/14/1990	0.00	957188	PORTABLE RADIO, MOTOROLA	1/7/1997	0.00
911371	TERMINAL, IBM	1/3/1989	0.00	957189	PORTABLE RADIO, MOTOROLA	1/7/1997	0.00
911401	TERMINAL, IBM	1/3/1989	0.00	957196	PORTABLE RADIO, MOTOROLA	2/4/1997	0.00
911407	TERMINAL, IBM	1/3/1989	0.00	957202	PORTABLE RADIO, MOTOROLA	3/18/1997	0.00
911411	TERMINAL, IBM	1/3/1989	0.00	957205	PORTABLE RADIO, MOTOROLA	2/4/1997	0.00
911435	PRINTER, IBM	1/3/1989	0.00	957224	PORTABLE RADIO, MOTOROLA	2/12/1997	0.00
				957279	COMPUTER, DEC	8/7/1997	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
911489	MUXSERVER,DEC	3/13/1989	0.00	957434	TRANSCIVER,AMER-FIBERTEK INC	3/18/1997	0.00
911490	MUXSERVER,DEC	3/13/1989	0.00	957435	TRANSCIVER,AMER FIBERTEK INC	3/18/1997	0.00
911491	MUXSERVER,DEC	3/13/1989	0.00	957449	MOBILE RADIO,MOTOROLA	4/29/1997	0.00
911492	MUXSERVER,DEC	3/13/1989	0.00	957452	PORTABLE RADIO,MOTOROLA	4/29/1997	0.00
911493	MUXSERVER,DEC	3/13/1989	0.00	957482	LAPTOP,DELL	1/21/1997	0.00
911494	MUXSERVER,DEC	3/13/1989	0.00	957483	LAPTOP,DELL	1/21/1997	0.00
911495	STAT-MUX,DEC	3/13/1989	0.00	957490	COMPUTER,DELL	1/21/1997	0.00
911496	STAT-MUX,DEC	3/13/1989	0.00	957532	CREDENZA,FL BUSINESS INTERIORS	1/21/1997	0.00
911498	STAT-MUX,DEC	3/13/1989	0.00	957533	CREDENZA,FL BUSINESS INTERIORS	1/21/1997	0.00
911499	STAT-MUX,DEC	3/13/1989	0.00	957537	REFRIGERATOR,PERLICK	1/7/1997	0.00
911500	STAT-MUX,DEC	3/13/1989	0.00	957538	REFRIGERATOR,PERLICK	1/7/1997	0.00
911606	PUMP,WACKER	7/1/1988	0.00	957539	REFRIGERATOR,PERLICK	1/7/1997	0.00
911615	MICROPHONE,CETEC-VEGA	9/1/1988	0.00	957548	AIR COMPRESSOR,EMGLO	1/28/1997	0.00
911625	PAINT PUMP	8/1/1988	0.00	957631A	COMPUTER,DELL	8/28/1997	0.00
911648	DIGITIZER,CALCOMP	8/1/1988	0.00	957632A	COMPUTER,AXON	8/14/1997	0.00
911649	DIGITIZER,CALCOMP	1/23/1989	0.00	957633A	COMPUTER,AXON	8/14/1997	0.00
911650	PRINTER,SEIKO	10/1/1988	0.00	957637	COMPUTER,AXON	8/14/1997	0.00
911651	PRINTER,SEIKO	8/1/1988	0.00	957641	COMPUTER,AXON	9/11/1997	0.00
911652	PRINTER,SEIKO	8/1/1988	0.00	957669	COMPUTER,AXON	8/14/1997	0.00
911654	MULTIPLEXER,DEC	10/1/1988	0.00	957680	BATTERY CHARGER,MEDTRONIC PHYSIO-CONTROL	10/20/1997	0.00
911655	MULTIPLEXER,DEC	8/1/1988	0.00	957717	ELECTRIC PALLET JACK	10/23/1996	0.00
911656	MULTIPLEXER,DEC	8/1/1988	0.00	957822	ROUTER,CISCO	2/4/1997	0.00
911657	MULTIPLEXER,DEC	8/1/1988	0.00	957923	COMPUTER,DELL	12/10/1996	0.00
911658	MULTIPLEXER,DEC	8/1/1988	0.00	957927	COMPUTER,DELL	12/10/1996	0.00
911733	CAMCORDER,SHARP	7/1/1988	0.00	957946	COMPUTER,DELL	12/10/1996	0.00
911735	FUEL DISPENSING PUMP,GASBOY 53	7/1/1988	0.00	957974	BEER DISPENSER,CENTURY/PERLICK	11/7/1995	0.00
911809	FLOOR BUFFER,PULLMAN HOLT	6/1/1988	0.00	957975	BEER DISPENSER,CENTURY/PERLICK	11/7/1995	0.00
911841	COMPUTER,DELL	8/22/1995	0.00	957976	BEER DISPENSER,CENTURY/PERLICK	11/7/1995	0.00
912027	PUMP	6/1/1988	0.00	957977	BEER DISPENSER,CENTURY/PERLICK	11/7/1995	0.00
912046	COPIER,MINOLTA	7/1/1988	0.00	957985	COMPUTER,DELL	1/14/1997	0.00
912048	PUMP,GRAINGER	6/1/1988	0.00	960159	LAPTOP,DEC	4/2/1998	0.00
912072	TERMINAL,DEC	6/1/1988	0.00	960194	COMPUTER	5/7/1998	0.00
912103	PLOTTER,CALCOMP	9/1/1988	0.00	960280	BATTERY CHARGER,MEDTRONIC PHYSIO-CONTROL	4/23/1998	0.00
912107	PRINTER,DEC	6/1/1988	0.00	960305	COMPUTER,AXON	4/30/1998	0.00
912108	PRINTER,DEC	9/1/1988	0.00	960382	24 PORT CATALYST SWITCH,CISCO	4/30/1998	0.00
912112	PRINTER,TEKTRONIX	9/1/1988	0.00	960384	24 PORT CATALYST SWITCH,CISCO	4/30/1998	0.00
912129	WEIGHT MACHINE,TRICON	7/1/1988	0.00	960652	PRESSURE WASHER	4/2/1998	0.00
912134	OSCILLOSCOPE	7/1/1988	0.00	960693	HYDRO TEST PUMP,RICE	8/6/1998	0.00
912143	DECSERVER,DEC	8/1/1988	0.00	960697	COMPACTOR,WACKER	8/6/1998	0.00
912157	COMPUTER	10/1/1988	0.00	960698	COMPACTOR,WACKER	8/6/1998	0.00
912159	PRINTER CONSOLE LA100-BA DEC	9/1/1988	0.00	960701	PROJECTOR,NVIEW	7/16/1998	0.00
912161	PRINTER,HEWLETT PACKARD	9/1/1988	0.00	960739	COMPUTER,DELL	2/5/1998	0.00
912177A	PRINTER,HEWLETT PACKARD	9/1/1988	0.00	960759	TABLE	12/18/1997	0.00
912184	PRINTER,HEWLETT PACKARD	9/1/1988	0.00	960760	TABLE	12/18/1997	0.00
912189	PRINTER,HEWLETT PACKARD	9/1/1988	0.00	960906	LAPTOP,DELL	4/9/1998	0.00
912287	AIR COMPRESSOR,INGERSOLL RAND	6/1/1988	0.00	961030	COMPUTER,DELL	7/23/1998	0.00
912311	GOLF CART,CLUB CAR	9/1/1988	0.00	961047	PORTABLE RADIO,MOTOROLA	9/10/1998	0.00
912312	GOLF CART	9/1/1988	0.00	961068	PORTABLE RADIO,MOTOROLA	9/10/1998	0.00
912354	STEAM CLEANER,JETSTAR	7/1/1988	0.00	961080	PORTABLE RADIO,MOTOROLA	10/8/1998	0.00
912382	MULTI GAS TEST KIT	10/1/1988	0.00	961098	TERMINAL,IBM	10/1/1988	0.00
912383	MULTI GAS TEST KIT	10/1/1988	0.00	961099	TERMINAL,IBM	9/1/1988	0.00
912448	COMPUTER	9/1/1988	0.00	961100	TERMINAL,IBM	10/1/1988	0.00
912451	GENERATOR,KOHLER	9/1/1988	0.00	961104	PRINTER,HEWLETT PACKARD	12/17/1996	0.00
912457	STREET SWEEPER,BILLY GOAT	9/1/1988	0.00	961105	PRINTER,HEWLETT PACKARD	12/17/1996	0.00
912502	TERMINAL,IBM	8/1/1988	0.00	961106	PRINTER,HEWLETT PACKARD	8/20/1991	0.00
912503	TERMINAL,IBM	8/1/1988	0.00	961108	PRINTER,HEWLETT PACKARD	8/20/1991	0.00
912511	DISK STORAGE,IBM	8/1/1988	0.00	961109	TERMINAL,IBM	10/1/1988	0.00
912519	CONTROLLER,IBM	8/1/1988	0.00	961110	TERMINAL,IBM	10/1/1988	0.00
912532	DISK STORAGE,IBM	9/1/1988	0.00	961111	PLOTTER	10/13/1992	0.00
912534	DISK STORAGE,IBM	9/1/1988	0.00	961114	PRINTER,IBM	3/5/1990	0.00
912547	CONTROLLER,IBM	9/1/1988	0.00	961115	PRINTER,IBM	3/5/1990	0.00
912548	CONTROLLER,IBM	9/1/1988	0.00	961116	PRINTER,IBM	3/5/1990	0.00
912549	CONTROLLER,IBM	9/1/1988	0.00	961117	PRINTER,IBM	3/5/1990	0.00
912551	CONTROLLER,IBM	10/1/1988	0.00	961126	PRINTER,IBM	3/5/1990	0.00
912584	TERMINAL,IBM	9/1/1988	0.00	961145	TERMINAL,IBM	6/4/1991	0.00
912585	TERMINAL,IBM	9/1/1988	0.00	961146	TERMINAL,IBM	6/4/1991	0.00
912596	TERMINAL,IBM	9/1/1988	0.00	961147	TERMINAL,IBM	6/4/1991	0.00
912600	TERMINAL,IBM	9/1/1988	0.00	961149	TERMINAL,IBM	6/4/1991	0.00
912612	TERMINAL,IBM	9/1/1988	0.00	961150	TERMINAL,IBM	7/2/1990	0.00
912614	TERMINAL,IBM	9/1/1988	0.00	961151	TERMINAL,IBM	6/4/1991	0.00
912615	TERMINAL,IBM	9/1/1988	0.00	961152	TERMINAL,IBM	6/4/1991	0.00
912617	TERMINAL,IBM	9/1/1988	0.00	961153	TERMINAL,IBM	1/29/1990	0.00
912623	TERMINAL	9/1/1988	0.00	961154	TERMINAL,IBM	6/4/1991	0.00
912624	TERMINAL,IBM	9/1/1988	0.00	961155	TERMINAL,IBM	10/1/1988	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value
912638	TERMINAL,IBM	9/1/1988	0.00
912648	PRINTER,IBM	9/1/1988	0.00
912649	PRINTER,IBM	9/1/1988	0.00
912656	DISK STORAGE,IBM	1/9/1989	0.00
912659	MODEM,IBM	9/1/1988	0.00
912663	STANDALONE MODEM,IBM	9/1/1988	0.00
912668	MODEM,IBM	9/1/1988	0.00
912677	MODEM,IBM	9/1/1988	0.00
912678	MODEM,IBM	9/1/1988	0.00
912679	MODEM,IBM	9/1/1988	0.00
912714	HARD DISK DRIVE,DEC	12/19/1988	0.00
912719	FAX MACHINE,PANASONIC	1/9/1989	0.00
912721	FAX MACHINE,PANASONIC	1/9/1989	0.00
912792	FOOD MIXER,HOBART	11/28/1988	0.00
912846	ICE BIN	11/28/1988	0.00
912851	ICE BIN	11/28/1988	0.00
912852	ICE BIN	11/28/1988	0.00
912858	CASHIER COUNTER,DUNHILL	11/28/1988	0.00
913019	PORTABLE RADIO,MOTOROLA	9/1/1988	0.00
913032	LAPTOP,ZENITH	9/1/1988	0.00
913036	MONITOR	9/1/1988	0.00
913037	MONITOR	9/1/1988	0.00
913038	MONITOR	9/1/1988	0.00
913046	COMPUTER	10/1/1988	0.00
913055	DECSERVER	10/1/1987	0.00
913080	VIDEO CAMERA,PANASONIC	10/1/1987	0.00
913083	CABINET	10/1/1987	0.00
913085	CABINET	10/1/1987	0.00
913098	TERMINAL	10/1/1988	0.00
913102	TERMINAL,IBM	10/1/1988	0.00
913108	TERMINAL,IBM	10/1/1988	0.00
913139	TERMINAL,IBM	10/1/1988	0.00
913144	TERMINAL,IBM	10/1/1988	0.00
913153	TERMINAL,IBM	10/1/1988	0.00
913175	TERMINAL,IBM	10/1/1988	0.00
913179	TERMINAL,IBM	10/1/1988	0.00
913184	TERMINAL,IBM	10/1/1988	0.00
913185	TERMINAL,IBM	10/1/1988	0.00
913194	TERMINAL,IBM	10/1/1988	0.00
913195	TERMINAL,IBM	10/1/1988	0.00
913226	TERMINAL,IBM	10/1/1988	0.00
913230	TERMINAL,IBM	10/1/1988	0.00
913235	TERMINAL,IBM	10/1/1988	0.00
913237	TERMINAL,IBM	10/1/1988	0.00
913238	TERMINAL,IBM	10/1/1988	0.00
913251	CARPET SHAMPOOER,DAYTON	9/1/1988	0.00
913287	COMPUTER,COMPAQ	9/1/1988	0.00
913288	COMPUTER,COMPAQ	9/1/1988	0.00
913299	LIGHT DESK MTD 40VERA CONSOLE	9/1/1988	0.00
913316	WEIGHT MACHINE	9/1/1988	0.00
913317	WEIGHT MACHINE	9/1/1988	0.00
913329	WEIGHT MACHINE	9/1/1988	0.00
913355	COMPUTER,AST	9/1/1988	0.00
913379	LAPTOP,ZENITH	10/1/1988	0.00
913383	MAIL MACHINE	10/1/1987	0.00
913389	VIDEO CAMERA,SEARS	10/1/1988	0.00
913396	FOOD SERVING UNIT	10/1/1988	0.00
913429	COMPUTER,COMPAQ	10/1/1987	0.00
913514	TERMINAL,IBM	10/1/1988	0.00
913559	CONTROLLER,IBM	10/1/1988	0.00
913562	CONTROLLER,IBM	10/1/1988	0.00
913563	PRINTER,IBM	10/1/1988	0.00
913564	PRINTER,IBM	10/1/1988	0.00
913565	PRINTER,IBM	10/1/1988	0.00
913566	PRINTER,IBM	10/1/1988	0.00
913567	PRINTER,IBM	10/1/1988	0.00
913583	PRINTER,TEXAS INSTRUMENTS	10/1/1987	0.00
913584	PRINTER,TEXAS INSTRUMENTS	10/1/1987	0.00
913586	PRINTER,TEXAS INSTRUMENTS	10/1/1987	0.00
913589	PRINTER,TEXAS INSTRUMENTS	10/1/1987	0.00
913591	PRINTER,TEXAS INSTRUMENTS	10/1/1987	0.00
913601	COMPUTER,AST	10/1/1988	0.00
913624	PUMP,WACKER	3/6/1989	0.00
913626	PUMP,WACKER	3/6/1989	0.00
913655	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00
913659	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00

Asset Number	Asset Description	Purchase Date	Depreciated Value
961156	TERMINAL,IBM	6/4/1991	0.00
961157	TERMINAL,IBM	6/4/1991	0.00
961158	TERMINAL,IBM	6/4/1991	0.00
961162	TERMINAL,IBM	6/4/1991	0.00
961164	TERMINAL,IBM	6/4/1991	0.00
961167	TERMINAL,IBM	6/4/1991	0.00
961168	TERMINAL,IBM	10/1/1988	0.00
961169	TERMINAL,IBM	6/4/1991	0.00
961195	TERMINAL,IBM	10/1/1988	0.00
961196	TERMINAL,IBM	10/1/1988	0.00
961197	TERMINAL,IBM	6/4/1991	0.00
961198	TERMINAL,IBM	6/4/1991	0.00
961199	TERMINAL,IBM	6/4/1991	0.00
961200	TERMINAL,IBM	6/4/1991	0.00
961202	TERMINAL,IBM	10/29/1990	0.00
961203	TERMINAL,IBM	9/1/1988	0.00
961204	TERMINAL,IBM	9/1/1988	0.00
961206	TERMINAL,IBM	6/4/1991	0.00
961207	TERMINAL,IBM	6/4/1991	0.00
961208	TERMINAL,IBM	6/4/1991	0.00
961209	TERMINAL,IBM	9/1/1988	0.00
961210	TERMINAL,IBM	6/4/1991	0.00
961212	TERMINAL,IBM	6/4/1991	0.00
961213	TERMINAL,IBM	2/19/1990	0.00
961214	TERMINAL,IBM	7/2/1990	0.00
961216	TERMINAL,IBM	2/19/1990	0.00
961217	TERMINAL,IBM	10/29/1990	0.00
961218	TERMINAL,IBM	6/4/1991	0.00
961219	TERMINAL,IBM	10/1/1988	0.00
961221	TERMINAL,IBM	10/1/1988	0.00
961223	TERMINAL,IBM	6/4/1991	0.00
961224	TERMINAL,IBM	6/4/1991	0.00
961225	TERMINAL,IBM	6/4/1991	0.00
961226	TERMINAL,IBM	10/1/1988	0.00
961227	TERMINAL,IBM	6/4/1991	0.00
961228	TERMINAL,IBM	9/1/1988	0.00
961230	TERMINAL,IBM	10/29/1990	0.00
961231	TERMINAL,IBM	7/2/1990	0.00
961233	TERMINAL,IBM	9/1/1988	0.00
961234	TERMINAL,IBM	6/4/1991	0.00
961235	TERMINAL,IBM	6/4/1991	0.00
961236	TERMINAL,IBM	6/4/1991	0.00
961237	TERMINAL,IBM	6/4/1991	0.00
961248	TERMINAL,IBM	7/2/1990	0.00
961249	TERMINAL,IBM	10/1/1988	0.00
961250	TERMINAL,IBM	7/2/1990	0.00
961251	PRINTER,HEWLETT PACKARD	9/1/1988	0.00
961252	TERMINAL,IBM	9/1/1988	0.00
961256	TERMINAL,IBM	2/19/1990	0.00
961257	TERMINAL,IBM	2/19/1990	0.00
961258	TERMINAL,IBM	2/19/1990	0.00
961259	TERMINAL,IBM	2/19/1990	0.00
961265	TERMINAL,IBM	7/2/1990	0.00
961266	PRINTER,HEWLETT PACKARD	8/20/1991	0.00
961270	PRINTER,HEWLETT PACKARD	9/1/1988	0.00
961271	TERMINAL,IBM	9/1/1988	0.00
961278	TERMINAL,IBM	9/1/1988	0.00
961389	LAPTOP,PANASONIC	8/27/1998	0.00
961468	COMPUTER,DELL	9/3/1998	0.00
961545	CD WRITER,PROCOM	7/30/1998	0.00
961592	COMPUTER,DEC	5/14/1998	0.00
961652	COMPUTER,DELL	2/4/1999	0.00
961661	COMPUTER,DELL	2/4/1999	0.00
961663	COMPUTER,DELL	2/4/1999	0.00
961690	COMPUTER,DELL	3/25/1999	0.00
961691	COMPUTER,DELL	3/25/1999	0.00
961742A	COMPUTER,DEC	8/20/1998	0.00
961749	LAPTOP,DEC	10/29/1998	0.00
961797A	COMPUTER,DEC	8/20/1998	0.00
961817	COMPUTER,DEC	7/30/1998	0.00
961841A	COMPUTER,DEC	8/20/1998	0.00
961847	CONTROLLER,DEC	7/30/1998	0.00
961853A	COMPUTER,DEC	8/20/1998	0.00
961903	COMPUTER,DEC	7/30/1998	0.00
961917A	COMPUTER,DEC	8/20/1998	0.00
961920	LAPTOP,DEC	7/30/1998	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value
913660	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00
913661	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00
913662	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00
913665	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00
913666	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00
913667	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00
913671	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00
913672	PORTABLE RADIO,MOTOROLA	4/24/1989	0.00
913678	COMPUTER,WYSE	6/5/1989	0.00
913694	TERMINAL,WYSE	4/3/1989	0.00
913700	STRETCHER,FERNO-WASHINGTON	5/22/1989	0.00
913773	DISH CART,SERVOLIFT	11/28/1988	0.00
913784	DISH CART,SERVOLIFT	11/28/1988	0.00
913806	CART,CARTS OF COLORADO	1/9/1989	0.00
913815	HEATED CART,CARTS OF COLORADO	1/9/1989	0.00
913858	HEART MONITOR,MEDTRONIC PHYSIO-CONTROL	1/23/1989	0.00
913859	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL BATTERY CHARGER,MEDTRONIC PHYSIO-CONTROL	1/23/1989	0.00
913860	CONTROL	1/23/1989	0.00
914097	WORK TABLE,TARPON	3/28/1995	0.00
914130	FLOOR BUFFER,PULLMAN HOLT	9/2/1989	0.00
914144	PORTABLE RADIO,MOTOROLA	4/17/1989	0.00
914150	PORTABLE RADIO,MOTOROLA	4/17/1989	0.00
914160	PORTABLE RADIO,MOTOROLA	4/17/1989	0.00
914182	SPRAYER,BEAN	4/17/1989	0.00
914189	FREEZER,HOBART	5/15/1989	0.00
914225	PRESSURE WASHER,SPRAK	9/18/1989	0.00
914237	TYPEWRITER,IBM	11/20/1989	0.00
914264	CARPET EXTRACTOR,ADMIRAL	3/12/1990	0.00
914304	TERMINAL SERVER,DEC	12/18/1989	0.00
914305	REMOTE ASYNC STATION,DEC	12/18/1989	0.00
914317	FILING SYSTEM	9/1/1988	0.00
914318	MOBILE FILE SYSTEM	9/1/1988	0.00
914323	TERMINAL,IBM	1/29/1990	0.00
914350	TERMINAL,IBM	2/19/1990	0.00
914383	TERMINAL,IBM	2/19/1990	0.00
914384	TERMINAL,IBM	2/19/1990	0.00
914391	TERMINAL,IBM	2/19/1990	0.00
914395	TERMINAL,IBM	2/19/1990	0.00
914397	TERMINAL,IBM	2/19/1990	0.00
914421	PRINTER,IBM	3/5/1990	0.00
914422	PRINTER,IBM	3/5/1990	0.00
914423	PRINTER,IBM	3/5/1990	0.00
914424	PRINTER,IBM	3/5/1990	0.00
914463	COMPUTER,COMPAQ	7/21/1995	0.00
914464	COMPUTER,COMPAQ	7/21/1995	0.00
914468	TERMINAL SERVER,HEWLETT PACKARD	9/28/1995	0.00
914492	LAPTOP,DELL	8/8/1995	0.00
914528	RANGE,GARLAND	2/6/1989	0.00
914530	HEATED CART,ATLAS	1/30/1989	0.00
914531	HEATED CART,ATLAS	1/30/1989	0.00
914532	HEATED CART,ATLAS	1/30/1989	0.00
914533	HEATED CART,ATLAS	1/30/1989	0.00
914535	HEATED CART,ATLAS	1/30/1989	0.00
914536	HEATED CART,ATLAS	1/30/1989	0.00
914538	HEATED CART,ATLAS	1/30/1989	0.00
914550	LAPTOP,TOSHIBA	7/27/1989	0.00
914559	PRINTER,HEWLETT PACKARD	6/26/1989	0.00
914564	PRINTER,HEWLETT PACKARD	6/26/1989	0.00
914575	PRINTER,HEWLETT PACKARD	6/26/1989	0.00
914588	COMPUTER,AST	6/26/1989	0.00
914601	PH METER	8/14/1989	0.00
914607	ICE MACHINE,MANITOWAC	8/21/1989	0.00
914616	COPIER,CANON	8/14/1989	0.00
914618	CASSETTE HOLDER,TRANSWORLD	6/9/1989	0.00
914620	DIGITIZER,CALCOMP	8/28/1989	0.00
914621	DIGITIZER,CALCOMP	8/28/1989	0.00
914622	DIGITIZER,CALCOMP	8/28/1989	0.00
914623	DIGITIZER,CALCOMP	8/28/1989	0.00
914629	PLOTTER,CALCOMP	8/28/1989	0.00
914643	FAX MACHINE,CANON	8/31/1989	0.00

Asset Number	Asset Description	Purchase Date	Depreciated Value
961922	LAPTOP,DEC	7/30/1998	0.00
961923	LAPTOP,DEC	7/30/1998	0.00
961924	LAPTOP,DEC	7/30/1998	0.00
961925	LAPTOP,DEC	8/13/1998	0.00
961935	PRINTER,HEWLETT PACKARD	7/30/1998	0.00
961939	COMPUTER,DEC	5/14/1998	0.00
961940	CONTROLLER,DEC	7/30/1998	0.00
961941	CONTROLLER,DEC	7/30/1998	0.00
961955	COMPUTER,DEC	8/13/1998	0.00
961956	COMPUTER,DEC	8/13/1998	0.00
961957	PRINTER,DEC	10/29/1998	0.00
961965	COMPUTER,DELL	2/4/1999	0.00
961998	COMPUTER,DELL	2/4/1999	0.00
962013	COMPUTER,DELL	2/4/1999	0.00
962019	COMPUTER,DELL	2/4/1999	0.00
962112	COMPUTER,AXON	9/30/1998	0.00
962124	LAPTOP,DELL	5/7/1998	0.00
962179	LAPTOP,DELL	9/10/1998	0.00
962183	LAPTOP,DELL	9/24/1998	0.00
962203	PORTABLE RADIO,MOTOROLA	9/30/1998	0.00
962205	PORTABLE RADIO,MOTOROLA	9/30/1998	0.00
962238	PORTABLE RADIO,MOTOROLA	12/17/1998	0.00
962263	COMPUTER,AXON	10/19/1998	0.00
962265	COMPUTER,AXON	10/19/1998	0.00
962273	COMPUTER,AXON	10/19/1998	0.00
962331	COMPUTER,DELL	7/30/1998	0.00
962359	CATALYST SWITCH,CISCO	3/19/1998	0.00
962362	CATALYST SWITCH,CISCO	3/19/1998	0.00
962405	COMPUTER,AXON	10/19/1998	0.00
962424	LAPTOP,DELL	10/19/1998	0.00
962578	MOBILE PERSONAL COMPUTER,PANASONIC	10/19/1998	0.00
962588	MOBILE PERSONAL COMPUTER,PANASONIC	10/19/1998	0.00
962614	MOBILE PERSONAL COMPUTER,PANASONIC	10/19/1998	0.00
962712	LAPTOP,DELL	7/23/1998	0.00
962781	SYMMETRA POWER ARRAY,SYMMETRA	4/22/2003	0.00
962784	LAPTOP,DELL	2/27/1996	0.00
962845	COMPUTER,DELL	1/7/1999	0.00
962858	COMPUTER,DELL	1/28/1999	0.00
962948	COMPUTER,AXON	9/30/1998	0.00
962962	VECTORSCOPE,TEKTRONIX	9/30/1998	0.00
962981	FILESERVER,DELL	6/4/1998	0.00
962982	FILESERVER,BURROUGHS	10/19/1998	0.00
963119	MULTI TECH PORT,MULTI-TECH	10/19/1998	0.00
963206	PRESSURE WASHER,LANDA	2/5/1998	0.00
963371	LAPTOP,DELL	11/12/1998	0.00
963450	CONFERENCE TABLE	4/9/1998	0.00
963500	DESK	5/28/1998	0.00
963501	DESK	5/28/1998	0.00
963502	DESK	5/28/1998	0.00
963503	DESK	5/28/1998	0.00
963618	COMPUTER,DELL	9/30/1998	0.00
963633	COMPUTER,DELL	9/30/1998	0.00
963663	MONITOR,DELL	5/21/1998	0.00
963677	VIDEO RECORDER	6/25/1998	0.00
963782	MONITOR,VIEWSONIC	11/13/1998	0.00
963832	LAPTOP,DELL	11/5/1998	0.00
963960	COMPUTER,DELL	5/28/1998	0.00
964040	COMPUTER,INTEL	9/23/1998	0.00
964062	COMPUTER,DELL	11/19/1998	0.00
964117	LAPTOP,DELL	9/17/1998	0.00
964121	LAPTOP,DELL	9/17/1998	0.00
964241	PRINTER,HEWLETT PACKARD	9/29/1998	0.00
964307	ICE MACHINE,ICE-O-MATIC	12/31/1998	0.00
964348	PORTABLE RADIO,MOTOROLA	1/7/1999	0.00
964351	PORTABLE RADIO,MOTOROLA	12/31/1998	0.00
964353	PORTABLE RADIO,MOTOROLA	2/4/1999	0.00
964378	PORTABLE RADIO,MOTOROLA	2/4/1999	0.00
964465	CARPET DRYER,CASTEX	12/10/1998	0.00
964480	COMPUTER,DELL	12/23/1998	0.00
964500	AIR PACK,MSA	2/4/1999	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
914703	PUBLIC ADDRESS SYSTEM,TOA	9/29/1989	0.00	964697	COMPUTER,AXON	2/11/1999	0.00
914704	COMPUTER,APPLE	9/28/1989	0.00	964861	VALVE,ELKHART	3/4/1999	0.00
914735	COMPUTER,AST	10/16/1989	0.00	964879A	SERVER,OVERLAND DATA	1/7/1999	0.00
914752	TERMINAL,DEC	1/23/1989	0.00	964883	COMPUTER,AXON	1/28/1999	0.00
914763	FILTER ASSEMBLY,DEC	1/23/1989	0.00	964884	COMPUTER,AXON	1/28/1999	0.00
914764	FILTER ASSEMBLY,DEC	1/23/1989	0.00	964914	COMPUTER,DELL	2/4/1999	0.00
914765	FILTER ASSEMBLY,DEC	1/23/1989	0.00	964974	COMPUTER,DELL	2/4/1999	0.00
914768	DECMUX,DEC	1/23/1989	0.00	964975	COMPUTER,DELL	2/4/1999	0.00
914769	DECMUX,DEC	1/23/1989	0.00	964976	COMPUTER,DELL	2/4/1999	0.00
914770	DECMUX,DEC	1/23/1989	0.00	964979	COMPUTER,DELL	2/4/1999	0.00
914771	DECMUX,DEC	1/23/1989	0.00	970211	PORTABLE SOCCER GOAL SET,KWIKGOAL	3/14/2002	0.00
914772	DECMUX,DEC	1/23/1989	0.00	970286	PRINTER,IBM	7/12/2001	0.00
914773	DECMUX,DEC	1/23/1989	0.00	970290	ETHERNET ROUTER,CISCO	8/9/2001	0.00
914774	DECMUX,DEC	1/23/1989	0.00	970292	RAID ARRAY TOWER,VST FIREWIRE	5/24/2001	0.00
914786	DISK DRIVE,DEC	3/24/1989	0.00	970353	LAPTOP,PANASONIC	8/30/2001	0.00
914788	DECSERVER,DEC	3/24/1989	0.00	970721	GAS ANALYZER,DRAEGER	9/6/2001	0.00
914789	DECSERVER,DEC	3/24/1989	0.00	970817	VENTILATION FAN,SUPERVAC	9/13/2001	0.00
914790	DECSERVER,DEC	3/24/1989	0.00	970850	HAZMAT SUIT,KAPPLER	9/6/2001	0.00
914791	DECSERVER,DEC	3/24/1989	0.00	970858	COMPUTER,DELL	7/12/2001	0.00
914796	DECSERVER,DEC	3/24/1989	0.00	970940	DESK,INTERIOR CONTRACT SVCS	10/25/2001	0.00
914797	DECSERVER,DEC	3/24/1989	0.00	970986	COMPUTER,DELL	1/24/2002	0.00
914798	MODEM,DEC	3/24/1989	0.00	970987	SMARTBOARD,SMART TECHNOLOGIES	1/18/2001	0.00
914799	MODEM,DEC	3/24/1989	0.00	971160	PORTABLE RADIO,MOTOROLA	9/13/2001	0.00
914808	COMPUTER,DEC	10/12/1988	0.00	971177	PORTABLE RADIO,MOTOROLA	9/13/2001	0.00
914811	DECSERVER,DEC	10/12/1988	0.00	971417	LAPTOP,DELL	9/30/2001	0.00
914813	DECSERVER,DEC	10/12/1988	0.00	971439	LAPTOP,DELL	9/27/2001	0.00
914852	UPS,DEC	3/20/1989	0.00	971513	PRINTER,HEWLETT PACKARD	8/23/2001	0.00
914853	UPS,DEC	3/20/1989	0.00	971535	LAPTOP,DELL	8/23/2001	0.00
914855	CAMERA,MINOLTA	1/30/1989	0.00	971541	PROJECTOR,VIEWSONIC	1/18/2001	0.00
914860	COMPUTER,AST	1/30/1989	0.00	971686	ROTARY HAMMER KIT,DEWALT	6/28/2001	0.00
914864	COMPUTER,AST	1/30/1989	0.00	971812	FLOOR BUFFER,TENNANT	11/15/2001	0.00
914866	COMPUTER,AST	1/30/1989	0.00	971907	CANOPY,KD KANOPY	9/27/2001	0.00
914895	OSCILLOSCOPE	3/20/1989	0.00	972063	MOBILE RADIO,MOTOROLA	8/30/2002	0.00
914898	US/CAN HOUSING MODEM,DEC	6/26/1989	0.00	972184	LAPTOP,DELL	10/18/2001	0.00
914913	FLOOR SCRUBBER,TORNADO	1/30/1989	0.00	972357	MONITOR,VIEWSONIC	10/25/2001	0.00
914935	COMPUTER,APPLE	4/24/1989	0.00	972394	CONSOLE SWITCH,APEX	10/25/2001	0.00
914939	DISK DRIVE,DEC	5/15/1989	0.00	972439	COMPUTER,MORE DIRECT	1/29/2002	0.00
914949	VACUUM CLEANER,WINDSOR	12/27/1988	0.00	972443	COMPUTER,HEWLETT PACKARD	10/18/2001	0.00
914971	COPIER,TOSHIBA	7/17/1989	0.00	972464	PROCESSING AMP,GRASS VALLEY	10/18/2001	0.00
914979	JOURNAL PRINTER,TELPAR	6/12/1989	0.00	972466	MONITOR,VIEWSONIC	8/5/1999	0.00
914990	CABINET,RACAL-MILGO	6/12/1989	0.00	972467	MONITOR,VIEWSONIC	8/5/1999	0.00
914993	DECMUX,DEC	5/30/1989	0.00	972521	PRINTER,HEWLETT PACKARD	7/23/2001	0.00
914998	DECMUX,DEC	5/30/1989	0.00	972548	COMPUTER,DELL	9/28/2001	0.00
914999	DECMUX,DEC	5/30/1989	0.00	972579	COMPUTER,DELL	1/17/2002	0.00
915026	TYPEWRITER,IBM	5/1/1989	0.00	972751	LAPTOP,DELL	1/31/2002	0.00
915099	CONTAINER	6/26/1989	0.00	972762	COMPUTER,AXON	4/18/2002	0.00
915125	KEYBOARD CONTROLLER,RCA	8/21/1989	0.00	972770	COMPUTER,DELL	10/16/2002	0.00
915134	TELEPHONE CONSOLE,EXECUTONE	6/5/1989	0.00	972815	HANDHELD FOGGER,LECO	12/20/2001	0.00
915150	MODEM,RACAL VADIC	8/29/1989	0.00	973097	MONITOR,DELL	5/2/2001	0.00
915151	MODEM,RACAL VADIC	8/29/1989	0.00	973307	DISPLAY,SUNCOAST SKYLINE	3/21/2002	0.00
915186	US/CAN HOUSING MODEM,DEC	2/13/1989	0.00	973441	PORTABLE RADIO,MOTOROLA	3/28/2002	0.00
915187	US/CAN HOUSING MODEM,DEC	2/13/1989	0.00	973442	PORTABLE RADIO,MOTOROLA	3/28/2002	0.00
915188	US/CAN HOUSING MODEM,DEC	2/13/1989	0.00	973467	PORTABLE RADIO,MOTOROLA	6/27/2002	0.00
915189	US/CAN HOUSING MODEM,DEC	2/13/1989	0.00	973564	LAPTOP,PANASONIC	3/7/2002	0.00
915190	SYNC LEASED INE MODEM,DEC	2/13/1989	0.00	973616	PRINTER,HEWLETT PACKARD	1/10/2002	0.00
915191	SYNC LEASED INE MODEM,DEC	2/13/1989	0.00	973618	LAPTOP,SONY	1/10/2002	0.00
915192	SYNC LEASED INE MODEM,DEC	2/13/1989	0.00	973999	COMPUTER,DELL	4/25/2002	0.00
915193	SYNC LEASED INE MODEM,DEC	2/13/1989	0.00	974142	PEDESTAL,TEKNION	12/6/2001	0.00
915194	MODEM BOARD RACK,DEC	2/13/1989	0.00	974147	FAX MACHINE,TOSHIBA	5/2/2002	0.00
915221	GAS DETECTOR,GAS TECH	9/25/1989	0.00	974165	PEDESTAL,TEKNION	12/6/2001	0.00
915267	COMPUTER,TOSHIBA	9/29/1989	0.00	974166	PEDESTAL,TEKNION	12/6/2001	0.00
915268	COMPUTER,TOSHIBA	9/29/1989	0.00	974192	PEDESTAL,TEKNION	12/6/2001	0.00
915269	COMPUTER,TOSHIBA	9/29/1989	0.00	974210	COMPUTER,DELL	8/6/2002	0.00
915276	FAX MACHINE,OMNIFAX	9/11/1989	0.00	974212	RIDING MOWER,HUSTLER	5/2/2002	0.00
915308	PORTABLE RADIO,MOTOROLA	10/16/1989	0.00	974255	LAPTOP,DELL	5/30/2002	0.00
915309	PORTABLE RADIO,MOTOROLA	10/16/1989	0.00	974309	PROJECTOR,INFOCUS	5/16/2002	0.00
915328	PUMP,OTTERBINE	9/29/1989	0.00	974332	COMPUTER,DELL	10/4/2000	0.00
915335	AIR PACK,SCOTT	10/16/1989	0.00	974334	LAPTOP,DELL	3/21/2002	0.00
915344	RESCUE CUTTER,HURST	11/20/1989	0.00	974373	LAPTOP,DELL	5/16/2002	0.00
915348	LAPTOP,TOSHIBA	10/23/1989	0.00	974481	LAPTOP,DELL	6/6/2002	0.00
915349	LAPTOP,TOSHIBA	10/23/1989	0.00	974626	LAPTOP,DELL	6/6/2002	0.00
915358	DELUGE GUN,AKRON	11/6/1989	0.00	974678	LAPTOP,DELL	5/23/2002	0.00
915363	DELUGE GUN,AKRON	11/6/1989	0.00	974709	COMPUTER,DELL	5/9/2002	0.00
915378	TELEPHONE,AUDIOVOX	3/12/1990	0.00	974884	PROJECTOR,INFOCUS	4/25/2002	0.00
915412	CAMCORDER,PANASONIC	1/29/1990	0.00	974921	TERMINAL CONCENTRATOR	1/22/2002	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
915415	AIR CHISEL,AJAX	2/19/1990	0.00	974922	TERMINAL CONCENTRATOR	1/22/2002	0.00
915416	HAMMER DRILL,AJAX	2/19/1990	0.00	975060	COMPUTER,DELL	5/23/2002	0.00
915418	HAMMER DRILL,AJAX	2/19/1990	0.00	975061	COMPUTER,DELL	5/23/2002	0.00
915423	HUMAT VALVE,HUMAT	5/14/1990	0.00	975069	COMPUTER,DELL	5/23/2002	0.00
915428	DELUGE GUN MONITOR,AKRON	2/5/1990	0.00	975192	LAPTOP,DELL	5/23/2002	0.00
915430	DELUGE GUN MONITOR,AKRON	2/5/1990	0.00	975224	COMPUTER,DELL	7/31/2002	0.00
915431	DELUGE GUN MONITOR,AKRON	2/5/1990	0.00	975254	FLIGHT HELMET,CGF GALLET	7/3/2002	0.00
915440	PORTABLE RADIO,MOTOROLA	5/7/1990	0.00	975256	FLIGHT HELMET,CGF GALLET	7/3/2002	0.00
915448	PORTABLE RADIO,MOTOROLA	5/7/1990	0.00	975258	FLIGHT HELMET,CGF GALLET	7/3/2002	0.00
915449	PORTABLE RADIO,MOTOROLA	5/7/1990	0.00	975475	PORTABLE RADIO,MOTOROLA	7/24/2002	0.00
915459	PORTABLE RADIO,MOTOROLA	5/7/1990	0.00	975477	PORTABLE RADIO,MOTOROLA	7/24/2002	0.00
915465	WATER TANK,SEI	1/29/1990	0.00	975499	PORTABLE RADIO,MOTOROLA	8/22/2002	0.00
915490	MOBILE RADIO,MOTOROLA	5/7/1990	0.00	975522	PORTABLE RADIO,MOTOROLA	9/24/2002	0.00
915501	RECEIVER,MOTOROLA	4/17/1989	0.00	975530	PORTABLE RADIO,MOTOROLA	9/24/2002	0.00
915503	RECEIVER,MOTOROLA	4/17/1989	0.00	975533	PORTABLE RADIO,MOTOROLA	9/24/2002	0.00
915506	STAT-MUX,DEC	6/12/1989	0.00	975536	PORTABLE RADIO,MOTOROLA	9/24/2002	0.00
915507	STAT-MUX,DEC	6/12/1989	0.00	975538	PORTABLE RADIO,MOTOROLA	9/24/2002	0.00
915508	STAT-MUX,DEC	6/12/1989	0.00	975567	PORTABLE RADIO,MOTOROLA	8/28/2002	0.00
915509	STAT-MUX,DEC	6/12/1989	0.00	975690	CIRCULAR SAW,PARTNER	7/19/2002	0.00
915510	STAT-MUX,DEC	6/12/1989	0.00	975722	COMPUTER,DELL	9/23/2002	0.00
915511	STAT-MUX,DEC	6/12/1989	0.00	975742	LAPTOP,DELL	9/23/2002	0.00
915520	DECMUX,DEC	6/12/1989	0.00	976019	COMPUTER,DELL	7/25/2002	0.00
915522	DECMUX,DEC	6/12/1989	0.00	976277	MOBILE RADIO,MOTOROLA	10/16/2002	0.00
915523	MUXSERVER,DEC	6/12/1989	0.00	976278	MOBILE RADIO,MOTOROLA	10/16/2002	0.00
915524	COMPUTER,APPLE	3/24/1989	0.00	976291	PORTABLE RADIO,MOTOROLA	2/14/2003	0.00
915532	PORTABLE RADIO,MOTOROLA	8/14/1989	0.00	976352	PORTABLE RADIO,MOTOROLA	10/8/2002	0.00
915563	MUXSERVER,MB III	9/28/1988	0.00	976353	PORTABLE RADIO,MOTOROLA	10/8/2002	0.00
915570	PRINTER,DEC	12/5/1988	0.00	976359	PORTABLE RADIO,MOTOROLA	10/7/2002	0.00
915577	REPEATER,DEC	12/5/1988	0.00	976476	COMPUTER,DELL	10/17/2002	0.00
915610	STANDALONE MODEM,DEC	12/5/1988	0.00	976589	LAPTOP,DELL	6/24/2003	0.00
915650	TERMINAL,DEC	8/28/1989	0.00	976590	LAPTOP,DELL	6/24/2003	0.00
915651	TERMINAL,DEC	8/28/1989	0.00	976593	LAPTOP,DELL	6/24/2003	0.00
915671	FUEL DISPENSING PUMP,GASBOY	7/10/1989	0.00	976863	WORKSTATION,PROTO	9/25/2003	0.00
915699	DISCHARGE PUMP	9/18/1989	0.00	976872	GENERATOR,DAYTON	9/25/2003	0.00
915700	DISK DRIVE,DEC	9/11/1989	0.00	976984	COMPUTER,CANOPUS	10/4/2002	0.00
915701	CONTROLLER,DEC	9/11/1989	0.00	977346	VIDEO RECORDER,JVC	9/16/2002	0.00
915702	PRINTER,HEWLETT PACKARD	9/18/1989	0.00	977414	LAPTOP,DELL	8/19/2002	0.00
915751	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	977432	COMPUTER,DELL	8/19/2002	0.00
915754	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	977587	FOLD-A-TANK,TEN-8	9/27/2002	0.00
915761	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	977657	COMPUTER,DELL	5/6/2003	0.00
915763	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	977664	MICROPHONE,ELECTROSONICS	9/25/2002	0.00
915764	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	977734	CASCADE SYSTEM,MAKO	10/11/2002	0.00
915767	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	983001	STEAM CLEANER,DAYTON	10/1/1981	0.00
915770	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	983153	VIDEO RECORDER,PAN	10/1/1981	0.00
915773	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	983159	MODEM,PARADYNE	10/1/1981	0.00
915792	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	983163	MODEM,PARADYNE	10/1/1981	0.00
915813	PORTABLE RADIO,MOTOROLA	12/4/1989	0.00	983171	TERMINAL	10/1/1981	0.00
915879	PORTABLE RADIO,MOTOROLA	5/29/1990	0.00	983172	TERMINAL	10/1/1981	0.00
915886	PORTABLE RADIO,MOTOROLA	6/4/1990	0.00	983173	TERMINAL	10/1/1981	0.00
915887	PORTABLE RADIO,MOTOROLA	6/4/1990	0.00	983174	TERMINAL	10/1/1981	0.00
915892	RADIO BASE STATION,MOTOROLA	5/14/1990	0.00	983275	RAPID RECALL RECORDER	10/1/1981	0.00
916087	MENUBOARD	1/25/1989	0.00	983280	TEST BENCH	10/1/1981	0.00
916089	BILL COUNTER	10/7/1988	0.00	983283	DICTATION EQUIPMENT	10/1/1981	0.00
916093	LAPTOP,TOSHIBA	11/6/1989	0.00	983290	MONITOR 903 BIO MARINE TRIPLE	10/1/1982	0.00
916103	DECSERVER,DEC	11/13/1989	0.00	983340	DRAW-SYSTEM KAD 2 AUTO 8000	10/1/1981	0.00
916120	COMPUTER,DEC	11/27/1989	0.00	983411	CHROMATOGRAPH,VARIAN VISTA	10/1/1981	0.00
916129	PRINTER,DEC	11/27/1989	0.00	983496	WALK BEHIND FLOOR		
916130	PRINTER,DEC	11/27/1989	0.00	983522	SCRUBBER,AMERILINK	10/1/1982	0.00
916244	MUXSERVER,DEC	1/16/1990	0.00	983541	FOOD MIXER,UNIVEX	10/1/1981	0.00
916245	CONTROLLER,IBM	1/2/1990	0.00	983735	TRAFFIC COUNTER	10/1/1981	0.00
916262	PRINTER,APPLE	4/14/1989	0.00	983770	PUBLIC ADDRESS SYSTEM	10/1/1982	0.00
916269	GAS DETECTOR,NEOTRONICS	11/20/1989	0.00	983786	TURNSTILE PASSIMETER,PEREY	10/1/1982	0.00
916282	LIFEGUARD CHAIR,ULTRAFlyTE	4/2/1990	0.00	983786	STACKED CHAIR RACK,RHOMBUS CASTER	11/19/1998	0.00
916283	LIFEGUARD CHAIR,ULTRAFlyTE	4/2/1990	0.00	983808	DRYER	10/1/1983	0.00
916284	LIFEGUARD CHAIR,ULTRAFlyTE	4/2/1990	0.00	983809X	DRYER,CIS	10/1/1983	0.00
916285	LIFEGUARD CHAIR,ULTRAFlyTE	4/2/1990	0.00	983812	DRYER	10/1/1983	0.00
916286	LIFEGUARD CHAIR,ULTRAFlyTE	4/2/1990	0.00	983815	DRYER	10/1/1983	0.00
916448	MONITOR,DEC	4/9/1990	0.00	983816	CLOTHES WASHER	10/1/1983	0.00
916459	PRINTER,HEWLETT PACKARD	4/16/1990	0.00	983817	CLOTHES WASHER	10/1/1983	0.00
916484	COPIER,SHARP	4/30/1990	0.00	983818	CLOTHES WASHER	10/1/1983	0.00
916491	DISSOLVED OXYGEN METER,FISHER SCIENTIFIC	4/30/1990	0.00	983820	CLOTHES WASHER	10/1/1983	0.00
916533	FAX MACHINE,OMNIFAX	11/20/1989	0.00	983834	COMPUTER,SYNTRON	10/1/1982	0.00
916553	COMPUTER,AST	12/4/1989	0.00	983862X	COMPUTER	10/1/1982	0.00
				983949	FOOD MIXER,HOBART	10/1/1982	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
916593	TAPE RECORDER,SONY	1/8/1990	0.00	983998	SCALE,HOBART	10/1/1982	0.00
916594	TAPE RECORDER,SONY	1/8/1990	0.00	984002	DESK	10/1/1982	0.00
916606	AIR COMPRESSOR,EXCEL	4/2/1990	0.00	984003	DESK	10/1/1982	0.00
916610	COMPUTER,EQUITY II	12/11/1989	0.00	984147	TABLE	10/1/1982	0.00
916636	COMPUTER,AST	1/29/1990	0.00	984148	TABLE	10/1/1982	0.00
916637	COMPUTER,COMPAQ	2/12/1990	0.00	984184	CREDENZA	10/1/1982	0.00
916648	TRAFFIC COUNTER,TRAFFICOMP III	2/5/1990	0.00	984222	AIR COMPRESSOR	10/1/1982	0.00
916705	LATHE,ENCO	3/5/1990	0.00	984229	PAGING SYSTEM	10/1/1982	0.00
916763	TERMINAL,IBM	7/2/1990	0.00	984431	MORTAR MIXER,STONE	10/1/1982	0.00
916766	TERMINAL,IBM	7/2/1990	0.00	984516	PORTABLE RADIO,MOTOROLA	10/1/1982	0.00
916767	TERMINAL,IBM	7/2/1990	0.00	984600	COMPUTER,APPLE	10/1/1982	0.00
916770	TERMINAL,IBM	7/2/1990	0.00	984612	GENERATOR,ONAN	10/1/1982	0.00
916812	TERMINAL,IBM	7/2/1990	0.00	984700	CONTROLLER	10/1/1983	0.00
916814	TERMINAL,IBM	7/2/1990	0.00	984726	MODEM,UDS	10/1/1983	0.00
916834	TERMINAL,IBM	7/2/1990	0.00	984727	MODEM,UDS	10/1/1983	0.00
916839	TERMINAL,IBM	7/2/1990	0.00	984745	ICE MACHINE,SUNBEAM	10/1/1983	0.00
916840	TERMINAL,IBM	7/2/1990	0.00	984748	GENERATOR,SULLAIR	10/1/1983	0.00
916842	TERMINAL,IBM	7/2/1990	0.00	984823	REFRIGERATED CART,FEW	10/1/1982	0.00
916846	TERMINAL,IBM	7/2/1990	0.00	985001	COMPUTER,APPLE	10/1/1982	0.00
916848	TERMINAL,IBM	7/2/1990	0.00	985003	HARD DISK PROFILE,CORVUS	10/1/1982	0.00
916849	TERMINAL,IBM	7/2/1990	0.00	985074	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
916862	TERMINAL,IBM	7/2/1990	0.00	985080	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
916863	MONITOR,IBM	7/2/1990	0.00	985083	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
916872	PRINTER,IBM	7/2/1990	0.00	985089	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
916879	PRINTER,IBM	7/2/1990	0.00	985092	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
916884	PRINTER,IBM	7/2/1990	0.00	985098	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
916889	PRINTER,IBM	7/2/1990	0.00	985114	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
916890	PRINTER,IBM	7/2/1990	0.00	985115	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917010	MOBILE RADIO,MOTOROLA	6/25/1990	0.00	985127	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917022	DESK,SMITH WILSON	9/10/1990	0.00	985139	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917252	AIR CLEANER,HONEYWELL	5/14/1990	0.00	985141	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917273	PORTABLE RADIO,MIDLAND	5/21/1990	0.00	985144	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917274	HEATED CART,ATLAS	5/21/1990	0.00	985154	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917283	SPRAYER,RANDOLPH	5/21/1990	0.00	985159	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917293	NUMBERING MACHINE,PIERCE SOCBOX	6/4/1990	0.00	985162	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917296	TAPE RECORDER,SONY	6/4/1990	0.00	985415	RECEIVER,MOTOROLA	10/1/1983	0.00
917522	COMPUTER,AST	12/18/1989	0.00	985502	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917545	8 CHANNEL MDULE,MIMB3	7/10/1990	0.00	985505	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
917551	FAX MACHINE,CANON	2/2/1990	0.00	985508	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
918003	COMPUTER,ZENITH	3/28/1990	0.00	985546	REPEATER	10/1/1983	0.00
918005	TYPEWRITER,BROTHER	3/28/1990	0.00	985590	PRESSURE WASHER,DELCO	10/1/1983	0.00
918016	LAPTOP,TOSHIBA	7/23/1990	0.00	985593	CRANE	10/1/1982	0.00
918082	PORTABLE RADIO,MOTOROLA	8/20/1990	0.00	985627	AIR JACK,BLACKHAWK	10/1/1983	0.00
918099	COMPUTER,APPLE	8/27/1990	0.00	985686	X-RAY MACHINE,TRANSWORLD	10/1/1983	0.00
918100	PRINTER,APPLE	8/27/1990	0.00	985687	GENERATOR,WINCO	10/1/1983	0.00
918105	PRINTER,HEWLETT PACKARD	8/6/1990	0.00	985718	COMPUTER	10/1/1983	0.00
918118	PRINTER,IBM	8/13/1990	0.00	985719	PRINTER	10/1/1983	0.00
918135	MONITOR,RASTEROPS	9/10/1990	0.00	985720	HARD DISK DRIVE	10/1/1983	0.00
918176	LETTERING MACHINE,VARITRONICS	11/5/1990	0.00	985778	HARD DISK PROFILE	10/1/1982	0.00
918179	SHELVING UNIT,CRAFT EQUIPMENT	10/9/1990	0.00	985800	MULTIPLEXER	10/1/1983	0.00
918194	RECEIPT PRINTER,NDP	11/12/1990	0.00	985801	MULTIPLEXER	10/1/1983	0.00
918200	FAX MACHINE,HITACHI	11/19/1990	0.00	985802	MULTIPLEXER	10/1/1983	0.00
918206	LOGGING RECEIPT MACHINE,DICTAPHONE						
	CORP	4/11/1990	0.00	985803	MULTIPLEXER	10/1/1983	0.00
918232	UPS,IBM	11/26/1990	0.00	985804	MULTIPLEXER	10/1/1983	0.00
918317	DISK DRIVE,UNISYS	8/31/1990	0.00	985805	MULTIPLEXER	10/1/1983	0.00
918323	DENTAL CHAIR,HEALTHCO	9/20/1990	0.00	985806	MULTIPLEXER	10/1/1983	0.00
918325	DENTAL LIGHT,HEALTHCO	9/20/1990	0.00	985807	MULTIPLEXER	10/1/1983	0.00
918335	TERMINAL,BURROUGHS	7/19/1990	0.00	985809	MULTIPLEXER	10/1/1983	0.00
918359	COMPUTER,COMPAQ	9/11/1990	0.00	985815	TYPEWRITER,XEROX	10/1/1983	0.00
918363	TAPE RECORDER,SONY	9/28/1990	0.00	985818A	HARD DISK DRIVE,APPLE	10/1/1983	0.00
918364	TAPE RECORDER,SONY	9/28/1990	0.00	985848	MOBILE RADIO,MOTOROLA	10/1/1983	0.00
918421	DESK,MERIDIAN TECHNOLOGIES	10/8/1990	0.00	985850	PORTABLE RADIO,MOTOROLA	10/1/1983	0.00
918461	X-RAY FILM PROCESSOR,HEALTHCO	10/4/1990	0.00	985929	UNIT KEY SERVICE 26 LINE KSU	10/1/1983	0.00
918509	PRINTER,DOT MATRIX	9/17/1990	0.00	985959	OSCILLOSCOPE	10/1/1983	0.00
918515	FAX MACHINE,CANON	8/23/1990	0.00	985984	AUTODRAW MACHINE	10/1/1983	0.00
918537	GENERATOR,HONDA	10/8/1990	0.00	986171	SPRAYER,SMITHCO	8/1/1985	0.00
918538	GENERATOR	10/1/1989	0.00	986177	COPIER,XEROX	2/1/1985	0.00
918540	GENERATOR,KOHLER	2/10/1992	0.00	986186	PORTABLE RADIO,APCOR	8/1/1985	0.00
918547	COMPUTER,COMPUADD	2/26/1991	0.00	986206	TELEPHONE SYSTEM,ATT	8/1/1985	0.00
918548	MEAT TENDERIZER,BERKEL	2/26/1991	0.00	986278	COMPUTER,APPLE	10/1/1983	0.00
					INJECTION MACH HIGH PRESSURE		
918612	EXCAVATOR,GANNON	7/30/1991	0.00	986321	S,WAGNER	10/1/1983	0.00
918620	ANALYZER,NOVA	7/30/1991	0.00	986413	TAPE RECORDER	8/1/1985	0.00
918645	COMPUTER,AST	9/3/1991	0.00	986452	CHROMATOGRAPH,VARIAN	10/1/1983	0.00
918666	CONTROLLER,IBM	10/8/1991	0.00	986518	TOPCON,THEODOLITE	10/1/1983	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value	Asset Number	Asset Description	Purchase Date	Depreciated Value
918677A	CD READER,DEC	9/10/1991	0.00	986590	EXAM TABLE,JOERNS	10/1/1983	0.00
918683	LAPTOP,MASTERSPORT-ZENITH	10/15/1991	0.00	986634	PUBLIC ADDRESS SYSTEM,ALTEC	3/1/1986	0.00
918717	PRINTER,IBM	11/26/1991	0.00	986665	VCR,PANASONIC	10/1/1983	0.00
918721	PRINTER,IBM	11/26/1991	0.00	986674	COMPUTER,APPLE	10/1/1983	0.00
918723	PRINTER,IBM	11/26/1991	0.00	986675	HARD DISK DRIVE	10/1/1983	0.00
918731	PRINTER,IBM	11/26/1991	0.00	986747X	COMPUTER,APPLE	10/1/1983	0.00
918743	PLATE COMPACTOR,WACKER	1/14/1992	0.00	986756	GENERATOR,HOMELITE	10/1/1983	0.00
918746	PRINTER,HEWLETT PACKARD	12/17/1991	0.00	986887	COMPUTER,APPLE	10/1/1983	0.00
918782	COMPUTER,DEC	8/13/1990	0.00	986889	HARD DISK PROFILE	10/1/1983	0.00
918805	TERMINAL,IBM	10/29/1990	0.00	986945	PRINTER,OKIDATA	10/1/1983	0.00
918807	TERMINAL,IBM	10/29/1990	0.00	987106X	HARD DISK DRIVE,CORVUS	10/1/1983	0.00
918819	TERMINAL,IBM	10/29/1990	0.00	987109	COMPUTER,APPLE	10/1/1983	0.00
918826	TERMINAL,IBM	10/29/1990	0.00	987198	RADIO TELEMETRY,MOTOROLA	8/1/1985	0.00
918841	LAPTOP,IBM	9/28/1990	0.00	987246	PORTABLE RADIO,MOTOROLA	10/1/1985	0.00
918842	LAPTOP,TEXAS INSTRUMENTS	9/28/1990	0.00	987264	HEART MONITOR	8/1/1985	0.00
918853	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987365	GENERATOR,LONDON AIRE	10/1/1984	0.00
918856	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987515	COMPUTER,WANG	8/1/1985	0.00
918857	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987572	METAL DETECTOR,OUTOKUMPU	8/1/1985	0.00
918858	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987574	METAL DETECTOR	8/1/1985	0.00
918859	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987578	VIDEO RECORDER	10/1/1984	0.00
918860	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987636	TYPEWRITER,IBM	8/1/1985	0.00
918866	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987663X	COMPUTER,APPLE	8/1/1985	0.00
918867	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987665	PRINTER,EPSON	8/1/1985	0.00
918868	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987689	AIR COMPRESSOR,DAYTON	8/1/1985	0.00
918869	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987692	EXTERNAL HARD DRIVE	8/1/1985	0.00
918870	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987705	TYPEWRITER,IBM	9/1/1985	0.00
918871	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	12/3/1990	0.00	987716	LABELING MACHINE,NORCOM	9/1/1985	0.00
918872	PHYSIO-CONTROL	12/3/1990	0.00	987747	MODEM,BAUD	10/1/1984	0.00
918884	RAMMER,WACKER	3/12/1990	0.00	987748	MODEM,BAUD	10/1/1984	0.00
918958	DRILLING MACHINE,MUELLER	8/13/1990	0.00	987753	GAS DETECTOR	11/1/1987	0.00
918966	GENERATOR,ONAN	4/30/1991	0.00	987790	MOBILE RADIO,GE	10/1/1988	0.00
918968	THERMOMETER,IRCON	4/16/1991	0.00	987809	MOBILE RADIO,GE	10/1/1987	0.00
918997	MULTIPLEXER,RAYCOM	8/6/1991	0.00	987811	MOBILE RADIO,GE	10/1/1987	0.00
919042	CONSOLE,DEC	1/26/1993	0.00	987832X	VOTE TABULATOR,ATS	9/1/1987	0.00
919043	STANDALONE MODEM,DEC	1/26/1993	0.00	988116	TAPE RECORDER	5/1/1986	0.00
919048	PRINTER,HEWLETT PACKARD	1/26/1993	0.00	988143	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	5/1/1986	0.00
919068	PRINTER,HEWLETT PACKARD	8/20/1991	0.00	988164	PORTABLE RADIO,MOTOROLA	9/1/1986	0.00
919079	PRINTER,HEWLETT PACKARD	8/20/1991	0.00	988165	MOBILE RADIO,MOTOROLA	8/1/1986	0.00
919105	UTILITY CART,YAMAHA	9/3/1991	0.00	988178	PORTABLE RADIO,MOTOROLA	9/1/1986	0.00
919110	COMPUTER,AST	9/3/1991	0.00	988200	RESCUE TOOL,LUKAS	5/1/1986	0.00
919115	COMPUTER,AST	8/27/1991	0.00	988310	AIR PACK,MSA	10/1/1985	0.00
919138	PRESSURE WASHER,ALKOTA	8/18/1992	0.00	988316	TRUCK BED TOPPER	10/1/1987	0.00
919141	LAPTOP,APPLE	9/22/1992	0.00	988343	PUMP,MARLOW	10/1/1985	0.00
919163	LAPTOP,COMPUADD	6/18/1991	0.00	988386	PRINTER MATRIX MULTIFUNCTION	10/1/1985	0.00
919192	TELEPHONE SYSTEM,TOSHIBA STRATA	11/24/1992	0.00	988483	PUBLIC ADDRESS SYSTEM	8/1/1986	0.00
919193	TELEPHONE SYSTEM,TOSHIBA STRATA	11/24/1992	0.00	988512	HARD DISK DRIVE	8/1/1986	0.00
919194	TELEPHONE SYSTEM,TOSHIBA STRATA	11/24/1992	0.00	988515	HARD DISK DRIVE	8/1/1986	0.00
919217	CONFERENCE TABLE	3/26/1990	0.00	988574	AIR PACK	7/1/1986	0.00
919221	COPIER,CANON	2/19/1991	0.00	988603	INVERT PAK PUMP	8/1/1986	0.00
919251	SIREN,MUNICIPAL EQUIP CO	4/30/1991	0.00	988631	FLOOR BUFFER,PULLMAN HOLT	8/1/1986	0.00
919252	SIREN,MUNICIPAL EQUIP CO	4/30/1991	0.00	988689	EXAM TABLE	8/1/1986	0.00
919259	CELLULAR PHONE,AUDIOVOX	7/16/1991	0.00	988690	EXAM TABLE	8/1/1986	0.00
919278	BATTERY CHARGER,MEDTRONIC PHYSIO-CONTROL	4/30/1991	0.00	988771	FOOD SLICER,HOBART	10/1/1984	0.00
919280	BATTERY CHARGER,MEDTRONIC PHYSIO-CONTROL	4/30/1991	0.00	988930	PRINTER	2/1/1987	0.00
919286	MODEM,FDX	7/5/1991	0.00	988938	AIR COMPRESSOR	1/1/1988	0.00
919288	CALL PROCESSING UNIT,CPX	6/25/1991	0.00	988973	UPS,MAYSTREAM	1/1/1988	0.00
919302	COPIER,MONROE	7/9/1991	0.00	988998	PRINTER	2/1/1987	0.00
919305	FLOW METER,SERIES	7/16/1991	0.00	989002	COMPUTER	3/1/1986	0.00
919365	COMPUTER,IBM	10/8/1991	0.00	989031	PODIUM	10/1/1984	0.00
919378	COPIER,MINOLTA	9/16/1991	0.00	989033	DIGITAL SHARING DEVICE	10/1/1986	0.00
919384	DECMUX,DEC	9/4/1990	0.00	989064	TAPE RECORDER,SONY	9/1/1986	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value
919385	DECMUX,DEC	9/4/1990	0.00
919390	DECMUX,DEC	9/4/1990	0.00
919393	NETWORK INTERCONNECT,DEC	9/4/1990	0.00
919396	LOCAL INTERCONNECTED SWITCH,DEC	9/4/1990	0.00
919423	COPIER,CANON	12/17/1990	0.00
919429	PRINTER,DATASOUTH	1/7/1991	0.00
919446	SPREADER,AMERICAN ROAD	1/7/1991	0.00
919456	PRINTER,HEWLETT PACKARD	1/15/1991	0.00
919457	PRINTER,HEWLETT PACKARD	1/15/1991	0.00
919459	PRINTER,HEWLETT PACKARD	1/15/1991	0.00
919470	MONITOR,DEC	1/22/1991	0.00
919534	CONFERENCE TABLE,GEIGER	1/29/1991	0.00
919537	DESK,GEIGER	1/29/1991	0.00
919558	DESK,WOOD DESIGN	2/5/1991	0.00
919559	DESK,WOOD DESIGN	2/5/1991	0.00
919568	PRINTER,HEWLETT PACKARD	2/5/1991	0.00
919587	CHANNEL ADAPTER,IBM	2/19/1991	0.00
919593	DEFIBRILLATOR,MEDTRONIC PHYSIO-CONTROL	2/19/1991	0.00
919633	MODEM,RACAL VADIC	9/13/1991	0.00
919634	COMPUTER,COMPAQ	4/23/1991	0.00
919656	GRINDER,DUMORE	3/26/1991	0.00
919659	GRILL,LAZYMAN	4/9/1991	0.00
919660	DESK,GEIGER	3/26/1991	0.00
919662	DESK,GEIGER	3/26/1991	0.00
919663	DESK,GEIGER	3/26/1991	0.00
919665	ICE MACHINE,MANITOWOC	4/3/1991	0.00
919686	LAPTOP,TOSHIBA	3/12/1991	0.00
919698A	COMPUTER,COMPAQ	10/23/1990	0.00
919707	COMPUTER,COMPAQ	10/23/1990	0.00
919715	COMPUTER,COMPAQ	10/23/1990	0.00
919729	FAX MACHINE,MURATA	5/8/1991	0.00
919730	DISK DRIVE,MICRO TECHNOLOGY	5/6/1991	0.00
919731	DISK DRIVE,MICRO TECHNOLOGY	5/6/1991	0.00
919732	DISK DRIVE,MICRO TECHNOLOGY	5/6/1991	0.00
919733	DISK DRIVE,MICRO TECHNOLOGY	5/6/1991	0.00
919748	COMPUTER,APPLE	12/13/1990	0.00
919749	MONITOR,RASTEROPS	12/13/1990	0.00
919813	TERMINAL SERVER,DEC	4/16/1991	0.00
919814	TERMINAL SERVER,DEC	4/16/1991	0.00
919818	CLOTHES WASHER,UNI-MAC	4/30/1991	0.00
919823	POOL TABLE,SORRENTO	5/7/1991	0.00
919826	EXPANSION BOX,DEC	5/14/1991	0.00
919873	TERMINAL,IBM	6/4/1991	0.00
919919	TERMINAL,IBM	6/4/1991	0.00
919920	TERMINAL,IBM	6/4/1991	0.00
919921	TERMINAL,IBM	6/4/1991	0.00
919922	TERMINAL,IBM	6/4/1991	0.00
919938	TERMINAL,IBM	6/4/1991	0.00
919940	TERMINAL,IBM	6/4/1991	0.00
919949	DISK EXPANSION BOX,DEC	5/28/1991	0.00
919971	COPIER,PITNEY BOWES	6/1/1991	0.00
919972	COPIER,PITNEY BOWES	6/1/1991	0.00
920041	REPEATER,DEC	7/23/1991	0.00
920042	REPEATER,DEC	7/23/1991	0.00
920054	PRINTER,HEWLETT PACKARD	8/4/1992	0.00
920089	FAX MACHINE,SAVIN	6/30/1992	0.00
920149	UPS,ANIXTER	9/22/1992	0.00
920192	COMPUTER,DELL	9/23/1992	0.00
920332	COPIER,CANON	8/4/1992	0.00
920339	LAPTOP,TOSHIBA	8/11/1992	0.00
920377	TERMINAL,IBM	6/30/1992	0.00
920378	TERMINAL,IBM	6/30/1992	0.00
920379	TERMINAL,IBM	6/30/1992	0.00
920380	TERMINAL,IBM	6/30/1992	0.00
920381	TERMINAL,IBM	6/30/1992	0.00
920382	TERMINAL,IBM	6/30/1992	0.00
920385	TERMINAL,IBM	6/30/1992	0.00
920390	TERMINAL,IBM	6/30/1992	0.00
920392	PRINTER,IBM	7/14/1992	0.00
920393	PRINTER,IBM	7/14/1992	0.00
920394	PRINTER,IBM	7/14/1992	0.00
920406	MULTIPLEXER,IBM	9/17/1991	0.00
920448	AIR CONDITIONER,LIEBERT	7/29/1991	0.00
920461	MONITOR,RASTEROPS	9/10/1991	0.00
920463	DISK DRIVE,VERITECHNOLOGY	9/10/1991	0.00

Asset Number	Asset Description	Purchase Date	Depreciated Value
989190	GENERATOR,HOM	9/1/1986	0.00
989192	COMPACTOR	9/1/1986	0.00
989357	PUBLIC ADDRESS SYSTEM	5/1/1986	0.00
989417	BAND SAW,CUTTING	6/1/1986	0.00
989425	COPIER	8/1/1986	0.00
989448	HARD DISK DRIVE	8/1/1986	0.00
989450	GENERATOR,LONDON AIRE	8/1/1986	0.00
989523	PORTABLE RADIO,MOTOROLA	9/1/1986	0.00
989546	AIR PACK,SCOTT	6/1/1986	0.00
989547	AIR PACK,SCOTT	6/1/1986	0.00
989548	AIR PACK,SCOTT	6/1/1986	0.00
989607	TELEPHONE SYSTEM,ATT	9/1/1986	0.00
989608	TELEPHONE SYSTEM,ATT	9/1/1986	0.00
989609	TELEPHONE SYSTEM,ATT	9/1/1986	0.00
989610	TELEPHONE SYSTEM,ATT	9/1/1986	0.00
989611	TELEPHONE SYSTEM	9/1/1986	0.00
989654	MONITOR VIDEO PAN AG500	9/1/1986	0.00
989685	COMPUTER,LEADING EDGE	10/1/1986	0.00
989817	ICE MACHINE,MANITOWAC	11/1/1986	0.00
989869	PRINTER	9/1/1986	0.00
989909	SURGE PROTECTOR	10/1/1985	0.00
989918	COMPUTER	10/1/1985	0.00
989919	COMPUTER,TEXAS INSTRUMENTS	10/1/1985	0.00
989920	COMPUTER,TEXAS INSTRUMENTS	10/1/1985	0.00
989921	COMPUTER,TEXAS INSTRUMENTS	10/1/1985	0.00
989923	DETACHER,MOORE	10/1/1985	0.00
989924	SEALER,MOORE	10/1/1985	0.00
989925	SURGE PROTECTOR	10/1/1985	0.00
990292	GAS MONITOR,GAS TECH	11/1/1986	0.00
990293	GAS MONITOR,GAS TECH	11/1/1986	0.00
990360	PLAYGROUND EQUIPMENT	1/1/1987	0.00
990363	MICROSCOPE,MICROMASTER	1/1/1987	0.00
990384	COMPUTER,IBM	1/1/1987	0.00
990406	CABINET	3/1/1987	0.00
990407	CABINET	3/1/1987	0.00
990468	PRINTER	3/1/1987	0.00
990470	PRINTER	3/1/1987	0.00
990473	PRINTER	3/1/1987	0.00
990474	PRINTER	3/1/1987	0.00
990475	PRINTER	3/1/1987	0.00
990476	PRINTER	3/1/1987	0.00
990477	PRINTER	3/1/1987	0.00
990492	VIDEO CAMERA,PANASONIC	3/1/1987	0.00
990530	MODEM BOARD RACK	1/1/1987	0.00
990549	GENERATOR	1/1/1987	0.00
990605	MOBILE RADIO,MOTOROLA	9/1/1987	0.00
990607	MOBILE RADIO,MOTOROLA	9/1/1987	0.00
990617	TAPE RECORDER	7/1/1987	0.00
990653	TAPE RECORDER	7/1/1987	0.00
990678	PROCESSOR,BURROUGHS	4/1/1987	0.00
990716	MODEM	9/1/1987	0.00
990783	TELEVISION	4/1/1987	0.00
990785	AIR COMPRESSOR,SAYLOR-BEALL	5/1/1988	0.00
990798A	AIR PACK,SCOTT	11/1/1987	0.00
990823	AIR COMPRESSOR	1/1/1987	0.00
990829	AIR COMPRESSOR	1/1/1987	0.00
990844	PRESSURE WASHER	2/1/1987	0.00
990857	BELT FILTER PRESS	2/1/1987	0.00
990870	OSCILLOSCOPE,HITA	9/1/1987	0.00
990879	DATA LOGGER	4/1/1987	0.00
990886	CHROMATOGRAPH,VARIAN	4/1/1987	0.00
991091	DESK	10/1/1984	0.00
991094	WALL UNIT	10/1/1984	0.00
991285	CONFERENCE TABLE	10/1/1984	0.00
991589	CONFERENCE TABLE	10/1/1984	0.00
992119	SEATING UNIT (3 SEAT)	4/1/1988	0.00
992252	PUMP,MARLOW	9/1/1986	0.00
992492	AIR JACK,LINCOLN	12/1/1986	0.00
992493	AIR JACK,LINCOLN	10/1/1986	0.00
992497	VIDEO CAMERA,PENTAX	10/1/1986	0.00
992571	HOSE	10/1/1986	0.00
992791	PURGE/TRAP,TEKMAR BOHRMANN	4/1/1987	0.00
992823	MICROSCOPE,FISHER	4/1/1987	0.00
992825	GENERATOR	4/1/1987	0.00
992857	FLOOR BUFFER,CLARKE	3/1/1987	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value
920465	COMPUTER,COMPAQ	8/22/1991	0.00
920468	TERMINAL SERVER,DEC	10/8/1991	0.00
920489	TERMINAL SERVER,DEC	10/8/1991	0.00
920490	MUXSERVER,DEC	10/8/1991	0.00
920493	COPIER,ROYAL	10/8/1991	0.00
920499	COMPUTER,COMPAQ	9/30/1991	0.00
920551	VIDEO PRINTER	9/26/1991	0.00
920561	PRINTER,IBM	10/29/1991	0.00
920562	PRINTER,IBM	10/29/1991	0.00
920564	TERMINAL,IBM	10/29/1991	0.00
920565	TERMINAL,IBM	10/29/1991	0.00
920566	TERMINAL,IBM	10/29/1991	0.00
920567	TERMINAL,IBM	10/29/1991	0.00
920569	TERMINAL,IBM	10/29/1991	0.00
920570	TERMINAL,IBM	10/29/1991	0.00
920574	TERMINAL,IBM	10/29/1991	0.00
920578	TERMINAL,IBM	10/29/1991	0.00
920579	TERMINAL,IBM	10/29/1991	0.00
920580	TERMINAL,IBM	10/29/1991	0.00
920582	TERMINAL,IBM	10/29/1991	0.00
920585	TERMINAL,IBM	10/29/1991	0.00
920588	TERMINAL,IBM	10/29/1991	0.00
920589	TERMINAL,IBM	10/29/1991	0.00
920593	TERMINAL,IBM	10/29/1991	0.00
920595	TERMINAL,IBM	10/29/1991	0.00
920598	TERMINAL,IBM	10/29/1991	0.00
920599	TERMINAL,IBM	10/29/1991	0.00
920600	TERMINAL,IBM	10/29/1991	0.00
920601	TERMINAL,IBM	10/29/1991	0.00
920602	TERMINAL,IBM	10/29/1991	0.00
920603	TERMINAL,IBM	10/29/1991	0.00
920604	TERMINAL,IBM	10/29/1991	0.00
920605	TERMINAL,IBM	10/29/1991	0.00
920606	TERMINAL,IBM	10/29/1991	0.00
920696	DESK,INTERIOR CONTRACT SVCS	11/19/1991	0.00
920719	ROLL-OFF CONTAINER,INDUSTRIAL REFUSE	12/10/1991	0.00
920738	PLAYGROUND EQUIPMENT,GAMETIME	12/27/1991	0.00
920739	PLAYGROUND EQUIPMENT,GAMETIME	12/27/1991	0.00
920783	SEATING UNIT (3 SEAT),BLOCKHOUSE CO	1/7/1992	0.00
920785	SEATING UNIT (3 SEAT),BLOCKHOUSE CO	1/7/1992	0.00
920790	SEATING UNIT (3 SEAT),BLOCKHOUSE CO	1/7/1992	0.00
920794	SEATING UNIT (3 SEAT),BLOCKHOUSE CO	1/7/1992	0.00
920797	SEATING UNIT (3 SEAT),BLOCKHOUSE CO	1/7/1992	0.00
920798	SEATING UNIT (3 SEAT),BLOCKHOUSE CO	1/7/1992	0.00
920821	TI CHANNEL SERVICE UNIT,ATT	12/27/1991	0.00
920839	COMPUTER,COMPAQ	1/14/1992	0.00
920841	COMPUTER,COMPAQ	1/14/1992	0.00
920844	COPIER,RICOH	2/11/1992	0.00
920910	PODIUM,CUSTOM PRODUCTS	2/25/1992	0.00
920912	PODIUM,HILTI	2/25/1992	0.00
920913	PODIUM,CUSTOM PRODUCTS	2/25/1992	0.00
920929	AIR CONDITIONER,CARRIER	3/3/1992	0.00
920940	COPIER,MINOLTA	3/17/1992	0.00
920989	LAPTOP,TOSHIBA	5/5/1992	0.00
921048	COMPUTER,DEC	7/21/1991	0.00
921086	LAPTOP,IBM	3/27/1992	0.00
921114	SCANNER,HEWLETT PACKARD	2/26/1992	0.00
921116	COMPUTER CAMERA,CANON	2/26/1992	0.00
921121	COPIER,XEROX	6/24/1992	0.00
921129	DATA LOGGER	9/30/1992	0.00
921160	CASH REGISTER,DELL	9/23/1992	0.00
921162	COMPUTER,DELL	9/23/1992	0.00
921190	SHELVING UNIT,TRIBORO	9/28/1992	0.00
921195	LAPTOP,AST	9/30/1992	0.00
921200	VIDEO CAMERA,SONY	3/25/1992	0.00
921430	SEATING UNIT (3 SEAT),BLOCKHOUSE CO	1/7/1992	0.00
921432	SEATING UNIT (3 SEAT),BLOCKHOUSE CO	1/7/1992	0.00
921434	SEATING UNIT (3 SEAT),BLOCKHOUSE CO	1/7/1992	0.00
921483	AIR PACK,SAFETY EQUIP	1/14/1992	0.00
921493	COMPUTER,PC FACTORY	1/22/1992	0.00
921495	LEVEL,LASERPLANE	1/22/1992	0.00
921518	FOOD CART,CARTER HOFFMAN	12/17/1991	0.00
921519	FOOD CART,CARTER HOFFMAN	12/17/1991	0.00
921520	FOOD CART,CARTER HOFFMAN	12/17/1991	0.00
921522	FOOD CART,CARTER HOFFMAN	12/17/1991	0.00
921523	FOOD CART,CARTER HOFFMAN	12/17/1991	0.00

Asset Number	Asset Description	Purchase Date	Depreciated Value
992858	HEART MONITOR	3/1/1987	0.00
992878	LETTERING MACHINE	12/1/1986	0.00
992967	TYPEWRITER,XEROX	4/1/1987	0.00
992992	PRINTER,DATA GENERAL	2/1/1987	0.00
992993	PRINTER,DATA GENERAL	2/1/1987	0.00
992996	FLOW METER	4/1/1988	0.00
992997	COMPUTER,APPLE	4/1/1987	0.00
993310	TELEPHONE SYSTEM,EXECUTONE	4/1/1987	0.00
993346	CONCRETE SAW,CLIPPER	6/1/1987	0.00
993351	PORTABLE RADIO,MOTOROLA	11/1/1987	0.00
993367	BALANCE,METTLER TOLEDO	6/1/1987	0.00
993397	AIR COMPRESSOR	6/1/1987	0.00
993427	PORTABLE RADIO,MOTOROLA	6/1/1987	0.00
993512	COPIER,CANON	6/1/1987	0.00
993517	COMPUTER	6/1/1987	0.00
993551	PORTABLE RADIO	6/1/1987	0.00
993552	PORTABLE RADIO	6/1/1987	0.00
993611	DENTAL CHAIR,HEALTHCO	6/1/1987	0.00
993678	GOLF CART,E Z-GO	6/1/1987	0.00
993822	GRIDDLE,HOBART	6/1/1987	0.00
993829	PORTABLE ROOM PARTITION	6/1/1987	0.00
994044	GARBAGE DISPOSAL,HOBART	6/1/1987	0.00
994099	VIDEO CAMERA,MTR	6/1/1987	0.00
994154	PORTABLE ROOM PARTITION	6/1/1987	0.00
994157	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994158	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994159	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994161	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994165	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994167	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994168	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994169	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994171	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994173	CASH REGISTER,TEXAS INSTRUMENTS	7/1/1987	0.00
994234	COPIER,MINOLTA	10/1/1986	0.00
994426	OUTBOARD MOTOR,EVINRUDE	9/1/1987	0.00
994454	HEATED CART,FRANKLIN	6/1/1987	0.00
994461	TABLE	6/1/1987	0.00
994466	FAX MACHINE	6/1/1987	0.00
994499	REFRIGERATOR	6/1/1987	0.00
994547	MODULAR OFFICE BUILDING	6/1/1987	0.00
994686	CART,PRECISION	6/1/1987	0.00
994691	PORTABLE RADIO,MOTOROLA	6/1/1987	0.00
994695	PORTABLE RADIO,MOTOROLA	6/1/1987	0.00
994708	HEATED CART,ATLAS	6/1/1987	0.00
994723	KNEE MACHINE	6/1/1987	0.00
994752	INTERCOM	6/1/1987	0.00
994768	STEAM KETTLE	6/1/1987	0.00
994770	COFFEE URN,CECILWARE	6/1/1987	0.00
994777	WEIGHT MACHINE	6/1/1987	0.00
994786	PORTABLE RADIO,MOTOROLA	6/1/1987	0.00
994789	VIDEO CAMERA,CREST	6/1/1987	0.00
994833	CONFERENCE TABLE	1/1/1988	0.00
995115	COMPUTER	7/1/1987	0.00
995183	CABINET	7/1/1987	0.00
995192	MONITOR AMBER D411 W/KEYBD	7/1/1987	0.00
995193	MONITOR DASHER 411 W/KEYBD	7/1/1987	0.00
995194	PRINTER	7/1/1987	0.00
995195	MONITOR DASHER D411 W/KEYBD	7/1/1987	0.00
995196	MONITOR DASHER D411 W/KEYBD	7/1/1987	0.00
995197	MONITOR DASHER D411 W/KEYBD	7/1/1987	0.00
995198	MONITOR DASHER D411 W/KEYBD	7/1/1987	0.00
995199	MONITOR DASHER D411 W/KEYBD	7/1/1987	0.00
995200	MONITOR DASHER D411 W/KEYBD	7/1/1987	0.00
995201	MONITOR DASHER D411 W/KEYBD	7/1/1987	0.00
995202	PRINTER,DATA GENERAL	7/1/1987	0.00
995203	PRINTER,DATA GENERAL	7/1/1987	0.00
995204	PRINTER,DATA GENERAL	7/1/1987	0.00
995208	RIDING MOWER,SNAPPER	10/1/1987	0.00
995215	WELDER	9/1/1987	0.00
995257	COPIER	9/1/1987	0.00
995271	COPIER,RICOH	10/1/1986	0.00
995292	AIR PACK,SCOTT	11/1/1987	0.00
995526	DELUGE GUN MONITOR,AKRON	10/1/1987	0.00
995540	DELUGE GUN MONITOR,AKRON	10/1/1987	0.00
995565	PLOTTER	8/1/1987	0.00

Attachment to "Request For Action" Number P16-013

Asset Number	Asset Description	Purchase Date	Depreciated Value
921524	FOOD CART,CARTER HOFFMAN	12/17/1991	0.00
921525	FOOD CART,CARTER HOFFMAN	12/17/1991	0.00
921543	AIR PACK,SCOTT	2/4/1992	0.00
921603	COMPUTER,PC FACTORY	12/12/1991	0.00
921613	COMPUTER,UNISYS	10/23/1991	0.00
921614	COMPUTER,UNISYS	10/23/1991	0.00
921615	COMPUTER,UNISYS	10/23/1991	0.00
921621	TAPE RECORDER,SONY	1/28/1992	0.00
921644	SEATING UNIT (4 SEAT)	1/21/1992	0.00
921651	DESK	1/21/1992	0.00
921744	SEATING UNIT (4 SEAT)	2/11/1992	0.00
921752	SEATING UNIT (4 SEAT)	2/11/1992	0.00
921800	TERMINAL,IBM	3/31/1992	0.00
921801	TERMINAL,IBM	3/31/1992	0.00
921804	TERMINAL,IBM	3/31/1992	0.00
921962	PRINTER,HEWLETT PACKARD	4/28/1992	0.00
921963	DESK,NEVAMAR	4/28/1992	0.00
921964	DESK,NEVAMAR	4/28/1992	0.00
922006	SHORT RAM,AMKUS	4/30/1991	0.00
922022	SHORT RAM,AMKUS	5/7/1991	0.00
922023	MEDIUM RAM,AMKUS	5/7/1991	0.00
922025	LONG RAM,AMKUS	5/7/1991	0.00
922028	SHORT RAM,AMKUS	5/7/1991	0.00
922029	LONG RAM,AMKUS	5/7/1991	0.00
922030	RESCUE CUTTER,AMKUS	5/7/1991	0.00
922031	MEDIUM RAM,AMKUS	5/7/1991	0.00
922062	PORTABLE RADIO,MOTOROLA	5/14/1991	0.00
922070	PORTABLE RADIO,MOTOROLA	5/14/1991	0.00
922089	TERMINAL,WYSE	4/23/1991	0.00
922125	COPIER,CANON	5/14/1990	0.00
922147	COPIER,CANON	1/15/1991	0.00
922201	PORTABLE RADIO,MOTOROLA	9/28/1990	0.00
922217	PORTABLE RADIO,MOTOROLA	3/12/1991	0.00
922220	PORTABLE RADIO,MOTOROLA	3/12/1991	0.00
922225	PORTABLE RADIO,MOTOROLA	3/12/1991	0.00
922228	PORTABLE RADIO,MOTOROLA	3/12/1991	0.00
922243	PORTABLE RADIO,MOTOROLA	4/30/1991	0.00
922244	PORTABLE RADIO,MOTOROLA	4/30/1991	0.00
922245	PORTABLE RADIO,MOTOROLA	4/30/1991	0.00
922262	PORTABLE RADIO,MOTOROLA	5/14/1991	0.00
922265	PORTABLE RADIO,MOTOROLA	7/16/1991	0.00
922267	PORTABLE RADIO,MOTOROLA	7/16/1991	0.00

Asset Number	Asset Description	Purchase Date	Depreciated Value
995566	DIGITIZER,CALCOMP	8/1/1987	0.00
995583	PUMP,JET	8/1/1987	0.00
995710	MONITOR	11/1/1987	0.00
995839	BLUEPRINT MACHINE,XEROX	10/1/1986	0.00
995862	PRINTER	10/1/1986	0.00
995900	MODULAR OFFICE BUILDING	11/1/1987	0.00
995910	COMPUTER,AST	11/1/1987	0.00
995963	CONTROL UNIT,ATT	10/1/1987	0.00
995979	PHOTOIONIZATION PROBE 9.5 EV	1/1/1988	0.00
996001	COPIER,MINOLTA	9/1/1987	0.00
996008	COMPACTOR	9/1/1987	0.00
996053	HEART MONITOR	9/1/1987	0.00
996055	HEART MONITOR	9/1/1987	0.00
996056	DEFIBRILLATOR	9/1/1987	0.00
996058	DEFIBRILLATOR	9/1/1987	0.00
996077	COMPACTOR,BEST	10/1/1987	0.00
996265	DIGITIZER	10/1/1987	0.00
996270	PATIENT SIMULATOR,DATASIM	10/1/1987	0.00
996294	AIR CONDITIONER	10/1/1987	0.00
996356	EXAM TABLE,HAMILTON	10/1/1987	0.00
996393	ICE MACHINE,KOLD-DRAFT	10/1/1986	0.00
996505	TIME KEEP PRECISION TRAFFIC	10/1/1988	0.00
996516	CARPET SHAMPOOER,PULLMAN HOLT	1/1/1988	0.00
996605	REFRIGERATOR,PRECISION	1/1/1988	0.00
996671	CAMERA	7/1/1988	0.00
996672	GENERATOR,LECO	7/1/1988	0.00
996733	PLOTTER,HEWLETT PACKARD	3/1/1988	0.00
996770	MICOM BOX,16 CHANNEL	10/1/1986	0.00
996773	MICOM BOX,16 CHANNEL	10/1/1986	0.00
996777	MICOM BOX,4 CHANNEL	10/1/1986	0.00
996782	MICOM BOX,4 CHANNEL	10/1/1986	0.00
996921	HAZMAT SUIT,CHEMFAB	4/1/1988	0.00
996939	STRETCHER,FERNO-WASHINGTON	3/1/1988	0.00
996958	PORTABLE RADIO	4/1/1988	0.00
996972	PORTABLE RADIO,MOTOROLA	4/1/1988	0.00
997611	DESK	1/1/1988	0.00
997842	RIDING MOWER,JACOBSON	2/1/1988	0.00
997854	SEATING UNIT (5 SEAT)	2/1/1988	0.00
FRM177	PISTOL,GLOCK	10/31/2003	0.00
FRM203	PISTOL,GLOCK	10/31/2003	0.00
R492491	SHOTGUN,MOSSBERG	3/24/2004	0.00
Count and Total Depreciated Value		3,555	1,779.57

September 6, 2016

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

FROM: Cheryl J. Gillespie, Supervisor *96*
Agenda Development Office

SUBJECT: Filing of Minutes for the Official County Record
CONSENT AGENDA ITEM SEPTEMBER 20, 2016

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

Agricultural Advisory Board on May 4, 2016
Code Enforcement Board on July 20, 2016
Deferred Compensation Advisory Committee on June 21, 2016
Development Review Committee on July 27, 2016
Emergency Medical Services Advisory Council on May 25, 2016
Emergency Medical Services Advisory Council Medical Control Committee on
May 4, 2016, June 1, 2016, and July 6, 2016
Emergency Medical Services Advisory Council Operations Committee on
May 4, 2016, June 1, 2016, and July 6, 2016
Housing Finance Authority on June 1, 2016
Intergovernmental Risk Management Committee on July 28, 2016 and
August 11, 2016
Lake Conway Water and Navigation Control District Advisory Board on
July 12, 2016
Lake Holden Advisory Board on June 15, 2016
Lake Jessamine Water Advisory Board on July 14, 2016
Lake Ola Advisory Board on March 15, 2016
Membership and Mission Review Board on June 17, 2016
Minority/Women Business Enterprise Advisory Committee on July 13, 2016
Orange Blossom Trail Development Board on June 22, 2016
Orange County Citizen Corps Council on July 20, 2016
Orange County Library Board of Trustees on July 11, 2016
Roadway Agreement Committee on July 6, 2016, July 20, 2016,
July 25, 2016, and July 29, 2016
Student/Pedestrian Safety Committee on April 21, 2016, May 19, 2016, and
June 16, 2016

Subject: Filing of Minutes for the Official County Record
September 6, 2016
Page 2

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

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



Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
2

September 1, 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 September 20, 2016
Budget Amendments #16-57, #16-58, and #16-59

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

ACTION REQUESTED: Approval of budget amendments #16-57, #16-58, and #16-59.

KP/vh

Attachments



Interoffice Memorandum

August 30, 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 September 20, 2016
Budget Amendment #16-57, Fund #8005
Children and Families in Need of Services (CINS/FINS)
Youth and Family Services Division/Family Services Department

On September 17, 2015, the Board of County Commissioners approved the estimated budget for the Children and Families in Need of Services Program (CINS/FINS) in the amount of \$1,280,816. The Florida Department of Juvenile Justice, through the Florida Network, awarded this grant \$1,354,622, as well as a renewal of Stop Now and Plan (SNAP), which is a special population youth category, in the amount of \$159,001. This amendment represents an increase of \$232,807.

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

Revenue:

Account Number	Classification	Amount
8005-062-7260-3422	FL Dept of Juvenile Justice Human Services	\$ 73,806
8005-062-7262-3422	FL Dept of Juvenile Justice Human Services	159,001
TOTAL REVENUE		<u>\$ 232,807</u>

Expenditures:

Account Number	Classification	Amount
9RQ-8005-062-7260-1130	Other Salaries and Wages	\$ 19,543
9RQ-8005-062-7260-2110	FICA Taxes	4,328
9RQ-8005-062-7260-2120	Retirement Contribution	3,551
9RQ-8005-062-7260-2130	Life and Health Insurance	18,400
9RS-8005-062-7260-3197	Contractual Services	2,952
9RS-8005-062-7260-3823	Maintenance of Computer Equipment	3,809

Expenditures:

Account Number	Classification	Amount
9RT-8005-062-7260-4123	Equipment < \$1,000	\$ 688
9RV-8005-062-7261-1120	Regular Salaries and Wages	6,263
9RV-8005-062-7261-2110	FICA Taxes	480
9RV-8005-062-7261-2120	Retirement Contribution	1,796
9RV-8005-062-7261-2130	Life and Health Insurance	8,800
9RW-8005-062-7261-3197	Contractual Services	4,732
9RW-8005-062-7261-3410	Local Travel	500
9RW-8005-062-7261-3420	Out-of-County Travel	350
9RW-8005-062-7261-3530	Toll Charges	200
9RW-8005-062-7261-3910	Graphic Reproduction Services	500
9RW-8005-062-7261-4030	Training Costs	500
9RW-8005-062-7261-4412	Promotional Expenses	1,146
9RW-8005-062-7261-4418	Educational Assistance Program	(4,732)
9SG-8005-062-7262-1120	Regular Salaries and Wages	80,055
9SG-8005-062-7262-1130	Other Salaries and Wages	4,000
9SG-8005-062-7262-1140	Overtime	1,500
9SG-8005-062-7262-2110	FICA Taxes	8,457
9SG-8005-062-7262-2120	Retirement Contribution	8,013
9SG-8005-062-7262-2130	Life and Health Insurance	30,600
9SI-8005-062-7262-3125	Indirect Costs	8,427
9SF-8005-062-7262-3185	Contractual Services - Training	200
9SF-8005-062-7262-3192	Software Licensing /Support /Training Fee	400
9SF-8005-062-7262-3197	Contractual Services	500
9SF-8005-062-7262-3410	Local Travel	2,000
9SF-8005-062-7262-3420	Out-of-County Travel	800
9SF-8005-062-7262-3510	Postage and Messenger Services	125
9SF-8005-062-7262-3530	Toll Charges	200
9SF-8005-062-7262-3610	Rental of Equipment /Miscellaneous Items	1,200
9SF-8005-062-7262-3720	Communications	1,520
9SU-8005-062-7262-3823	Maintenance of Computer Equipment	150
9SF-8005-062-7262-3910	Graphic Reproduction Services	1,000
9SF-8005-062-7262-4030	Training Costs	800
9SF-8005-062-7262-4040	License and Certification Fees	162
9SF-8005-062-7262-4110	Office Supplies	1,000
9SF-8005-062-7262-4115	Miscellaneous Operating Supplies /Program Expenses	500
9SF-8005-062-7262-4120	Software <\$1,000	750
9SF-8005-062-7262-4121	Computer Equipment < \$500	300

Mayor Teresa Jacobs
-AND-
Board of County Commissioners
Consent Agenda Item for September 20, 2016
August 30, 2016
Page 3

Expenditures:

Account Number	Classification	Amount
9SF-8005-062-7262-4135	Food and Dietary	\$ 4,021
9SF-8005-062-7262-4418	Educational Assistance Program	730
9SY-8005-062-7262-4482	Self Insurance Property Casualty	1,091
9SL-8005-062-7262-6410	Equipment	500
	TOTAL EXPENDITURES	<u>\$ 232,807</u>

KP/PM/vh

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



Interoffice Memorandum

August 31, 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 September 20, 2016
Budget Amendment #16-58, Fund #7016
HIV Emergency Relief Project Grants
Agreement #6 H89HA00030-23-01
Ryan White Office/Health Services Department

On September 17, 2015, the Board of County Commissioners approved an estimated budget for the HIV Emergency Relief Grant in the amount of \$9,510,211. The U.S. Department of Health and Human Services approved the grant award in the amount of \$9,796,810. In addition, the grant expects to receive an estimated program income of \$250,000, which represents a total grant increase of \$536,599.

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
7016-060-7296-3140	Health and Human Services	\$ 286,599
7016-060-7310-6870	Grant Project Income	
	- Miscellaneous	250,000
	TOTAL REVENUES	\$ 536,599

Expenditures:

Account Number	Classification	Amount
8BP-7016-060-7305-3197	Contractual Services	\$ 133,364
8BP-7016-060-7305-3420	Out-of-County Travel	10,000
8BP-7016-060-7305-4030	Training Costs	5,000
8BE-7016-060-7307-3197	Contractual Services	263,235
8CH-7016-060-7310-4139	Medicine and Drugs	125,000
	TOTAL EXPENDITURES	\$ 536,599

fn

KP/PM/vh

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



Interoffice Memorandum

August 31, 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 September 20, 2016
Budget Amendment #16-59, Fund #7056
Community Services Block Grant (CSBG)
Agreement # 16SB-0D-12-00-01-019
Community Action Division/Family Services Department

On January 26, 2016, the Board of County Commissioners approved a budget for the Community Services Block Grant (CSBG) in the amount of \$805,022. The U.S. Department of Health & Human Services, through the Florida Department of Economic Opportunity, awarded modification no. 1 for carry-over dollars from FY15 in the amount of \$36,556 and a base increase of \$124,488, which represents a total increase of \$161,044. The CSBG is a federal grant designed to assist low-income families and individuals whose income is at or below 125% of the Federal Poverty Level to become more self-sufficient.

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
7056-062-7540-3140	Health and Human Services	\$ 161,044
	TOTAL REVENUES	\$ 161,044

Expenditures:

Account Number	Classification	Amount
7GF-7056-062-7541-3197	Contractual Services	\$ 6,000
7GF-7056-062-7541-3410	Local Travel	248
7GF-7056-062-7541-3420	Out-of-County Travel	7,228
7GF-7056-062-7541-4030	Training Costs	2,501
7GF-7056-062-7541-4482	Self-Insurance Charges (Property/Casualty)	497
7GH-7056-062-7542-1120	Regular Salaries and Wages	16,970
7GH-7056-062-7542-1130	Other Salaries and Wages	254
7GH-7056-062-7542-2110	FICA Taxes	1,318
7GH-7056-062-7542-2120	Retirement Contribution	1,232

Mayor Teresa Jacobs
-AND-
Board of County Commissioners
Consent Agenda Item for September 20, 2016
August 31, 2016
Page 2

Expenditures:

Account Number	Classification	Amount
7GH-7056-062-7542-2130	Life and Health Insurance	1,945
7JG-7056-062-7542-3530	Toll Charges	500
7JG-7056-062-7542-3910	Graphic Reproduction	
	Services	1,500
7JG-7056-062-7542-4030	Training Costs	1,585
7JG-7056-062-7542-4120	Software <\$1,000	420
7JG-7056-062-7542-4123	Equipment <\$1,000	1,000
7JG-7056-062-7542-4412	Promotional Expenses	13,075
7GP-7056-062-7545-2130	Life and Health Insurance	2,083
7GM-7056-062-7545-3215	Welfare Payments	3,000
7GM-7056-062-7545-3216	Rental Assistance Payments	6,000
7GM-7056-062-7545-3225	Child Care	25,500
7GM-7056-062-7545-4115	Miscellaneous Operating	
	Supplies/Program Expenses	68,188

TOTAL

EXPENDITURES \$ 161,044

KP/PM/vh


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



Interoffice Memorandum

August 24, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Carrie Woodell, Manager, Procurement Division

CONTACT: Milagros Font, Senior Program Manager, Head Start Division
407-836-8914

SUBJECT: Award of Invitation for Bids Y16-1113-MG
Head Start Child Care Food Program

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1113-MG, Head Start Child Care Food Program, to the low responsive and responsible bidder, Second Harvest Food Bank of Central Florida, Inc. dba Meals For Good, in the estimated contract award amount of \$1,441,145.32 for a 1-year term. The Head Start Division anticipates the entire estimated contract amount will be ordered during the initial contract term. Further request authority for the Procurement Division to renew the contract for two additional 1-year periods.

PROCUREMENT:

This contract provides meals (breakfast, lunch and afternoon snacks) to all Head Start locations throughout the county.

FUNDING

Funding is available in account 7006-062-7522-4135. Funds for this program are reimbursed by the State of Florida.

APPROVALS:

The Head Start Division and Florida Department of Health concur with this recommendation.

REMARKS:

Three bids were received from State of Florida approved vendors. The bids were evaluated for price, responsiveness and responsibility. The low bid submitted by Second Harvest Food Bank of Central Florida, Inc. dba Meals for Good is considered reasonable based on the technical analysis by staff.

Page 2
Award of Invitation for Bids, Y16-1113-MG
Head Start Child Care Food Program

The bid tabulation is provided below:

Bid Tabulation

Second Harvest Food Bank of Central Florida Inc. D.B.A Meals for Good	
Total Price	\$1,441,145.32

Meals on Wheels, ETC.	
Total Price	\$1,441,816.20

G.A. Food Services Inc.	
Total Price	\$1,481,473.88



August 29, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

Contact: Marc Cannata, Manager, Orange County Convention Center
Capital Planning and Building Systems Division
407-685-5953

Subject: Award of Invitation for Bids Y16-789-MM, Orange County Convention
Center West Building Restrooms Renovation

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-789-MM, Orange County Convention Center West Building Restrooms Renovation, to the low responsive and responsible bidder, J. Kokolakis Contracting, Inc., for the total contract award amount of \$14,982,000, including Additive #1 for restrooms 43 and 44 and Additive #2 for restrooms 69.1 and 70.1 which are new restrooms converted from repurposed food court space in order to comply with Florida Statutes pertaining to the ratio between men's and women's restrooms.

PROCUREMENT:

The project includes, but is not limited to, renovation of multiple gang restrooms throughout Phases I, 3, and 4 of the West Building at the Orange County Convention Center. Renovations include the demolition of floors, walls, and ceilings and installation of new ceramic tile floors, wall tiles and ceilings, including lighting, sprinklers, speakers, new plumbing fixtures, HVAC distribution, and new ceiling hung toilet partitions. The project also includes installation of new owner purchased HVAC units. The project is located in District 6.

FUNDING:

Funding is available in account number 4430 035 0966 6210.

APPROVALS:

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

REMARKS:

Two bids were received from the prequalified contractors. The County used a two-step bid process for this solicitation. Step one prequalified three bidders. One of the prequalified bidders declined to submit a bid, stating they were too busy to dedicate management staff for a three-year duration. The lowest bid, submitted by J. Kokolakis Contracting, Inc., is 10.35% higher than the estimate, but considered reasonable based on technical analysis and current market considerations, such as the demand for resources increasing construction costs. The demand can be attributed to Orlando's booming construction market, ranking second in the nation for growth of construction jobs among major metropolitan areas, needed to man ongoing public sector projects like the \$2.3 billion I-4 Ultimate project, the \$1.8 billion Orlando International Airport Terminal C project and the \$155 million Orlando City Stadium. Other cost driving factors are the long project duration, night shift differential, multiple non-working days and the challenges of working in an active environment. Therefore, award is recommended to the lowest, responsive, responsible bidder J. Kokolakis Contracting, Inc.

Bids Received:

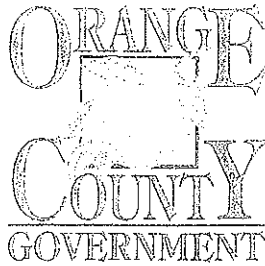
Bid Amount:

J. Kokolakis Contracting, Inc.

Base Bid:	\$14,188,000
Additive #1:	\$365,000
Additive #2:	\$429,000
Total:	\$14,982,000

Turner Construction Company

Base Bid:	\$14,947,639
Additive #1:	\$369,000
Additive #2:	\$643,000
Total:	\$15,959,639



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

August 29, 2016

TO: Marsha Mussori, Senior Contract Administrator
Procurement Division

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

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-789-MM / Orange County Convention Center West Building
Restrooms Renovation – Base Plus Additive 1 and Additive 2

The Business Development Division evaluated the two bids submitted for this project and found that the apparent low bidder J. Kokolakis Contracting, Inc. did not achieve good faith effort documentation and reported 24.03% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	S R Plumbing Corp.	\$3,600,000
Total MWBE Participation		\$3,600,000.00 (24.03%)

The second low bid submitted by Turner Construction Company met the MWBE participation goal and reported 26.31% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

BID COMPARISON + ADDITIVE 1 and 2

IFB-Y16-789-MM / Orange County Convention Center West Building Restrooms Renovation

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (3%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	J. Kokolakis Contracting, Inc.	\$14,982,000	\$3,600,000	24.03%	no					10/20
2nd Low	Turner Construction Company	\$15,959,639	\$4,198,807	26.31%	na	\$977,639	6.53%			28/23

Interoffice Memorandum



August 26, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

Contact: Marc Cannata, Manager, Orange County Convention Center
Capital Planning and Building Systems Division
407-685-5953

Subject: Award of Invitation for Bids Y16-794-MM, Orange County Convention
Center North South Roofing Fall Arrest System

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-794-MM, Orange County Convention Center North South Roofing Fall Arrest System, to the sole responsive and responsible bidder, Core Construction Services of Florida, LLC, for the total contract award amount of \$1,821,000.

PROCUREMENT:

The scope of work includes, but is not limited to, the installation of a new fall arrest system, which will be located at the four convex entry atriums that bisect the main pedestrian concourse, on the roofs' upper most shells. Weather resistant stainless steel anchor points will be connected to the existing roof structure and installation will necessitate roof patching upon completion. The system will allow roof maintenance and window washing. The project is located in District 6.

FUNDING:

Funding is available in account number 4430 035 0965 6210.

APPROVALS:

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

REMARKS:

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

Expert Construction Managers, Inc. Contractor performs this type of work, but stated the project was too risky and their resources were already allocated toward existing work.

Wharton-Smith, Inc. Contractor performs this type of work, but stated the project value was too low for their firm to be competitive.

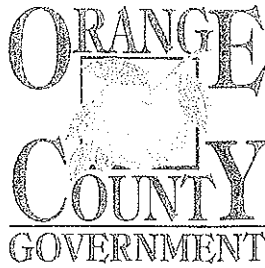
Atlas-Apex Roofing Contractor performs this type of work, but stated they preferred to bid this as a subcontractor to Core Construction Services of Florida, LLC. since their site management staff was already committed to other projects.

The Morganti Group, Inc. Contractor performs this type of work, but stated they didn't bid because they did not believe they could be competitive with Core Construction Services of Florida, LLC., who is currently mobilized at the site doing other roof related work.

J. Kokolakis Contracting, Inc. Contractor performs this type of work, but stated the project value was too low for their firm to be competitive.

Staff negotiated with Core Construction Services of Florida, LLC., who confirmed their understanding of the scope of work and reduced their bid by \$51,000, making their negotiated bid amount \$1,821,000. Staff and the Consultant recommend the County proceed with the award. Core Construction Services of Florida, LLC's negotiated bid is 2.84% higher than the County consultant's estimate. Based on technical review performed by staff and the design consultant, the bid is considered reasonable. References provided were satisfactory for this type of work and Core Construction Services of Florida, LLC. has been determined to be responsible. Therefore, award is recommended to Core Construction Services of Florida, LLC.

<u>Bids Received:</u>	<u>Bid Amount:</u>	<u>Negotiated Bid Amount:</u>
Core Construction Services of Florida, LLC.	\$ 1,872,000	\$1,821,000



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

August 29, 2016

TO: Marsha Mussori, Senior Contract Administrator
Procurement Division

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

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-794-MM / Orange County Convention Center North South Roofing
Fall Arrest System

The Business Development Division evaluated the one bid submitted for this project and found that the apparent low bidder CORE Construction Services of Florida, LLC did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

Our evaluation of the bid was based on the participation listed on the subcontractor/supplier page.

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

c: Sheena Ferguson, Manager, Business Development Division

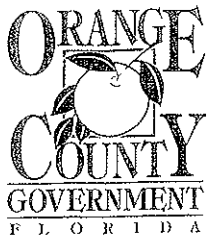
Sheena Ferguson

BID COMPARISON

IFB-Y16-794-MM / Orange County Convention Center North South Roofing Fall Arrest System


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	CORE Construction Services of Florida, LLC	\$1,821,000	\$0	0%	no					20/16

Interoffice Memorandum



August 30, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From:  Carrie Woodell, Manager, Procurement Division

Contact: Ruby Rozier, Manager, Traffic Engineering Division
407-836-7890

Subject: Award of Invitation for Bids Y16-796-CH, Town Center
Boulevard Sidewalk and Curb Ramp Intersection
Improvements

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-796-CH, Town Center Boulevard Sidewalk and Curb Ramp Intersection Improvements, to the low responsive and responsible bidder, MCG Services, LLC, for the estimated contract award amount of \$391,777.50.

PROCUREMENT:

The project consists of the construction of sidewalk, curb ramps, curb and gutter, detectable warnings, signing and accessible pedestrian signals at three intersections, Town Center Boulevard at Hunters Creek Boulevard, Town Center Boulevard at Town Loop Boulevard, and Town Center Boulevard at John Young Parkway. The project is located in District 1.

FUNDING:

Funding is available in account number 1023-072-5142-6311.

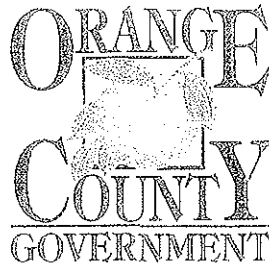
APPROVALS:

The Traffic Engineering Division and the Business Development Division concur with this recommendation.

REMARKS:

Seven bids were received. Staff evaluated the bids and determined that the low bid was reasonable. References provided were satisfactory for this type of work and MCG Services, LLC has been determined to be responsible. Therefore, award is recommended to MCG Services, LLC.

<u>Bids Received</u>	<u>Base Bid</u>
MCG Services, LLC	\$391,777.50
Florida Safety Contractors, Inc.	\$403,083.50
RMS Constructors Group, LLC	\$442,405.00
Blacktip Services Incorporated	\$461,716.88
Atlantic Civil Constructors Corporation	\$479,600.46
Stage Door II, Inc.	\$517,914.50
CM Engineering Services Florida, PLLC	\$589,975.00



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

August 19, 2016

TO: Carol Hewitt, Senior Contract Administrator
Procurement Division

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

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **Y16-796-CH / Town Center Boulevard Sidewalk and Curb Ramp Intersection Improvements**

The Business Development Division evaluated the 3 lowest bids of the 7 bids submitted for this project and found that the apparent low bidder MCG Services, LLC did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

The second low bid submitted by Florida Safety Contractors, Inc. did not achieve good faith effort documentation and reported 1.61% MWBE participation in their bid.

The third low bid submitted by RMS Constructors Group, LLC did not achieve good faith effort documentation and reported 20.68% 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-Y16-796-CH / Town Center Boulevard Sidewalk and Curb Ramp Intersection Improvements										
Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	MCG Services, LLC.	\$391,777.50	\$0	0.00%	no					52/23
2nd Low	Florida Safety Contractors, Inc.	\$403,083.50	\$6,500	1.61%	no	\$11,306.00	2.89%			57/7
3rd Low	RMS Constructors Group, LLC	\$442,405.00	\$91,500	20.68%	no	\$50,627.50	12.92%	\$39,321.50	9.76%	66/0
4th Low	Blacktip Services, Incorporated	\$461,716.88	\$118,307	25.62%	na	\$69,939.38	17.85%	\$58,633.38	14.55%	40/26
5th Low	Atlantic Civil Constructors Corp.	\$479,600.46	\$0	0.00%	no	\$87,822.96	22.42%	\$76,516.96	18.98%	36/10
6th Low	Stage Door II, Inc.	\$517,914.50	\$0	0.00%	no	\$126,137.00	32.20%	\$114,831.00	28.49%	66/4
7th Low	CM Engineering Services Florida, PLLC [mbe-hm]	\$589,975.00	\$119,807	20.31%	no	\$198,197.50	50.59%	\$186,891.50	46.37%	71/29

Interoffice Memorandum

August 30, 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 Y16-7003-CC, State Attorney Grand Jury Room

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-7003-CC, State Attorney Grand Jury Room, to the sole responsive and responsible bidder, Grove Construction Corporation, in the total contract award amount of \$103,835.

PROCUREMENT:

The contract is to renovate the existing State Attorney Legal Library. This project includes a new door/frame opening for judge entrance, millwork, raised ADA ramp/platform, and new low-wall separation for media area. Also included is reconfiguration of data/network, electrical for A/V equipment and lighting, and the addition of new carpet and furnishings. This project is located in District 5.

FUNDING:

Funding is available in account number 1248 043 0892 6210.

APPROVALS:

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

REMARKS:

A single bid was received from Grove Construction Corporation. Queries from staff to the other potential bidders who failed to compete on this project resulted in the following findings:

MVB & Associates, Inc. stated they had several jobs to bid around the same time and did not have enough manpower to bid on all of the jobs. They focused on a few jobs and chose not to bid on others.

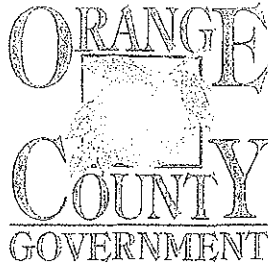
Café Construction & Development did not bid due to not having an in-house vertical construction manager. They did not feel comfortable hiring a sub-consultant, because it does not allow for the level of supervision and quality they expect.

Johnson-Laux Construction, LLC stated their bid schedule has been very full, and they have typically not been able to be competitive on these smaller County projects.

Axios Construction Services, LLC stated they had too many projects to bid on during the same time period.

Staff negotiated with Grove Construction Corporation who confirmed their understanding of the scope of work and reduced their bid by \$5,465, making their negotiated bid amount \$103,835. Based on technical review performed by staff and the design consultant, the bid is considered reasonable. Grove Construction Corporation has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Grove Construction Corporation.

<u>Bids Received:</u>	<u>Bid Amount:</u>	<u>Negotiated Bid Amount:</u>
Grove Construction Corporation	\$109,300	\$103,835



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

August 30, 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: Y16-7003-CC / State Attorney Grand Jury Room

The Business Development Division evaluated the one bid submitted for this project and found that the apparent low bidder Orange County MWBE firm Grove Construction Corporation met the MWBE participation goal and reported 100% MWBE participation in their bid. Please note the following certified MWBE participation:

Mwbe-af	Grove Construction Corporation	\$103,835
Total MWBE Participation		\$103,835.00 (100%)

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

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

c: Sheena Ferguson, Manager, Business Development Division

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

BID COMPARISON

IFB-Y16-7003-CC / State Attorney Grand Jury Room


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	Grove Construction Corporation [mwbe-af]	\$103,835	\$103,835	100%	na					75/25



Interoffice Memorandum

August 30, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From:  Carrie Woodell, Manager, Procurement Division

Contact: Robin L. Hammel, P.E., Manager, Public Works Engineering Division
407-836-7913

Subject: Award of Invitation for Bids Y16-7005-CH, Destination Parkway
Section 1B/2A (A.K.A. Canadian Court/John Young Parkway
Connector Roadway) Improvements (from Tradeshow
Boulevard to West of Universal Boulevard)

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-7005-CH, Destination Parkway Section 1B/2A (A.K.A. Canadian Court/John Young Parkway Connector Roadway) Improvements (from Tradeshow Boulevard to West of Universal Boulevard), to the low responsive and responsible bidder, Jr. Davis Construction Company, Inc. for the estimated contract award amount of \$7,083,510.04.

PROCUREMENT:

Segment 1B/2A of the Destination Parkway project includes the construction of approximately 3,000 linear feet of a new four lane divided roadway with a closed drainage system from east of Tradeshow Boulevard to west of Universal Boulevard. Included within the roadway project are multiple box culvert crossings at the following water bodies: the Valencia Canal, the Newover Canal and Lake Cay. In addition, the project includes resurfacing of approximately 1,100 linear feet of an adjacent segment of the existing roadway.

The utility improvements include the construction of approximately 1800 linear feet of a 30" reclaimed water main and adjustments to existing force main (FM) valves and reclaimed water main valves. The project is located in District 6.

FUNDING:

Funding is available in account numbers 1246-072-5089-6311 and 4420-038-1411-6340.

Award of Invitation for Bids Y16-7005-CH, Destination Parkway Section 1B/2A (A.K.A. Canadian Court/John Young Parkway Connector Roadway) Improvements (from Tradeshow Boulevard to West of Universal Boulevard)
Page 2 of 2

APPROVALS:

The Public Works Engineering Division, Utilities Engineering Division and the Business Development Division concur with this recommendation.

REMARKS:

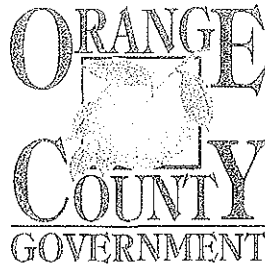
Two bids were received. The low bidder, Jr. Davis Construction Company, Inc. met the MWBE goal with 25.07% participation. Staff evaluated the bids and determined that the low bid was reasonable. References provided were satisfactory for this type of work and Jr. Davis Construction Company, Inc. has a satisfactory record of performance on previous County projects and has been determined to be responsible. Therefore, award is recommended to Jr. Davis Construction Company, Inc.

Bids Received

Jr. Davis Construction Company, Inc.
Hubbard Construction Company

Base Bid


\$7,083,510.04
\$7,594,444.71



BUSINESS DEVELOPMENT DIVISION

August 24, 2016

TO: Carol Hewitt, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-7005-CH / Destination Parkway Section 1B-2A (A.K.A. Canadian Court / John Young Parkway Connector Roadway) Improvements (From Tradeshow Boulevard to West of Universal Boulevard)

The Business Development Division evaluated the two bids submitted for this project and found that the apparent low bidder Jr. Davis Construction Co., Inc. met the MWBE participation goal and reported 25.07% MWBE participation in their bid. Please note the following certified MWBE participation:

Mwbe-af	David Outar Trucking, Inc.	\$632,175.00
Mbe-hm	Diversified Supply, Inc.	\$168,703.50
Mbe-am	Valencia Construction Group, Inc.	\$900,000.00
Na	MWBE Non-County Utilization Credit	\$75,000.00
Total MWBE Participation		\$1,775,878.50 (25.07%)

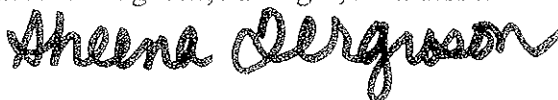
The second low bid submitted by Hubbard Construction Company met the MWBE participation goal and reported 25.87% MWBE participation in their bid.

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

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

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

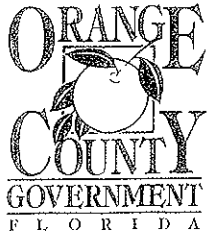
c: Sheena Ferguson, Manager, Business Development Division



BID COMPARISON

IFB-Y16-7005-CH / Destination Parkway Section 1B/2A (A.K.A. Canadian Court / John Young Parkway Connector Roadway) Improvements (From Tradeshow Boulevard to West of Universal Boulevard)										
Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (3%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Jr. Davis Construction Co., Inc.	\$7,083,510.04	\$1,775,878.50	25.07%	na					41/6
2nd Low	Hubbard Construction Company	\$7,594,444.71	\$1,965,000.00	25.87%	na	\$510,934.67	7.21%			46/8

7005 AL-Destination Parkway Section 1B-2A (A.K.A. Canadian Court-John Young Parkway Connector Roadway) Improvements (From Tradeshow Boulevard to West of Universal Boulevard)



Interoffice Memorandum

August 29, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager
Procurement Division

CONTACT: Robin L. Hammel, P.E., Manager, Public Works Engineering Division
PHONE: 407-836-7909

SUBJECT: Amendment No. 2, Contract Y12-824, Final Engineering Design
Services for Lake Underhill Road (from West of Econlockhatchee
Trail to West of Rouse Road)

ACTION REQUESTED

Approval of Amendment No. 2, Contract Y12-824, Final Engineering Design Services for Lake Underhill Road (from West of Econlockhatchee Trail to West of Rouse Road) with Stantec Consulting Services, Inc. in the amount of \$404,425.02 for a revised contract amount of \$1,602,514.54.

PROCUREMENT

The purpose of this Amendment is for the preparation of full right-of-way maps, additional testing, contamination assessment, environmental and geotechnical investigations, analysis and design of screen walls and retaining walls. Further drainage analysis of Dean Road, and pond site analysis are also included.

FUNDING

Funds are available in account number 1023-072-5115-6311.

DISCUSSION

The following are the previous contract actions:

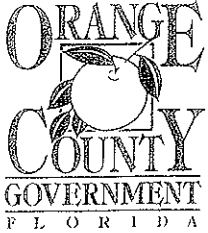
Original Contract: Date: 04/10/2014 Lump Sum Amount: \$1,198,089.52

The contract provided professional services for Final Engineering Design Services for Lake Underhill Road, Phase II (from West of Econlockhatchee Trail to West of Rouse Road). The contract was approved by the Board on 12/11/12.

Y12-824
Amendment No. 2
August 25, 2016

Amendment #1: Date: 2/12/16 **Amount:** \$0.00

Additional scope was required to identify, design, permit and produce construction drawings for an alternate Pond Site. The alternative is required to provide a more favorable pond site due to a proposed undesirably high roadway profile.



Interoffice Memorandum

September 2, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

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

SUBJECT: Award of Invitation for Bids Y16-1092-DG
Janitorial Services for the Orange County Courthouse and Juvenile
Justice Center

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1092-DG, Janitorial Services for the Orange County Courthouse and Juvenile Justice Center, to the low responsive and responsible bidder, Building Maintenance Services, Inc., in the estimated contract award amount of \$809,645.92, for a 1-year term contract. Further request authorization for the Procurement Division to renew contract for two additional 1-year periods.

PROCUREMENT:

To provide janitorial services for the Orange County Courthouse and Juvenile Justice Center.

FUNDING:

Funding is available in account numbers 0001 043 1713 3170.

APPROVALS:

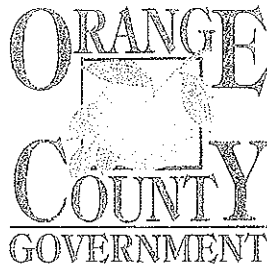
The Facilities Management Division and the Business Development Division concur with this recommendation.

DISCUSSION

Contractors were prequalified in a Request for Quotes and only prequalified contractors were allowed to bid on this Invitation for Bids. Grosvenor Building Services was initially recommended for award, but a protest was submitted by the lowest bidder, Building Maintenance Services, Inc. A protest review was held and it was the decision of the procurement manager to revise the recommendation to reflect Building Maintenance Services, Inc. as the recommended bidder.

A bid tabulation is as follows:

Building Maintenance Services, Inc.	\$ 809,645.92
Grosvenor Building Services	\$ 822,162.69
JMC Services Incorporated	\$ 889,904.95
American Maintenance	\$ 978,524.56
Owens, Renz & Lee Co., Inc. dba Owens Realty Services	\$1,046,174.13
United States Services Industries dba USSI	\$1,059,523.36
Marsden South	\$1,299,702.17



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

September 2, 2016

TO: Dorothy Gordon, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator
Business Development Division

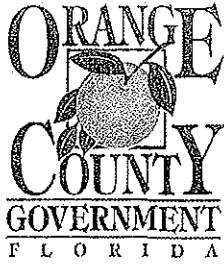
SUBJECT: Business Development Division Bid Evaluation Revised

PROJECT: IFB #Y16-1092-DG, Janitorial Services for the Orange County Courthouse and
Juvenile Justice Center

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

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



Interoffice Mem

REAL ESTATE MANAGEMENT ITEM 1

DATE: September 2, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Robin Giove, Lease Program Manager *RJG*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF GROUND LEASE AGREEMENT BETWEEN JOURNEY CHRISTIAN CHURCH, INC. AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS AND EXECUTE ESTOPPEL CERTIFICATES, IF NEEDED

PROJECT: Journey Church Neighborhood Park
File #8001
1965 S. Orange Blossom Trail
Apopka, Florida
(INVEST)

District 2

PURPOSE: To provide for access, construction, operation, and maintenance of a neighborhood park as part of the Invest Program.

ITEM: Ground Lease Agreement
Cost: \$3,500 per year
Size: 1.36 acres
Term: 20-years
Options: Two, 5-year renewals

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

REMARKS: The annual use fee (cost) may escalate by no more than 5%, once every five (5) years. The lease includes the right to use eleven (11) parking spaces with the right to convert one of them to handicap parking at County's expense. Landlord shall maintain the parking area.

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

REAL ESTATE MANAGEMENT ITEM 2

DATE: September 2, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Robin Giove, Lease Program Manager 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF FOURTH AMENDMENT TO LEASE AGREEMENT FOR OFFICE FACILITIES BETWEEN CHURCH STREET INVESTMENT PROPERTIES, INC. AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS AND EXECUTE TENANT ESTOPPEL CERTIFICATES, IF NEEDED

PROJECT: Magnolia Place
Lease File #2028
109 E. Church Street, Suites 200, 300, 400, and 450
Orlando, Florida

District 3

PURPOSE: To continue to provide office space for the Comptroller's Official Records, Information Technology, Payroll, Audit, and Property Accounting Departments, County Risk Management Division and Office for a Drug Free Community.

ITEM: Fourth Amendment to Lease Agreement for Office Facilities
Cost: Year 1 - \$91,972.50 per month
Year 2 - \$94,711.24 per month
Year 3 - \$97,572.60 per month
Year 4 - \$100,515.72 per month
Year 5 - \$103,540.60 per month
Size: 49,052 square feet
Term: 5-years
Option: One, 5-year renewal

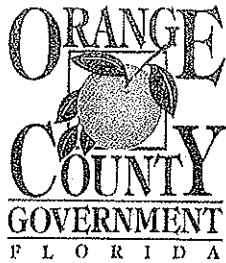
BUDGET: Accounting No.: 0001-043-0201-3620

APPROVALS: Real Estate Management Division
Comptroller's Office
County Attorney's Office
Health Services Department
Risk Management Division

REMARKS: Orange County entered into a Lease Agreement for Office Facilities with Church Street Investment Properties, Inc. approved by the Board of County Commissioners on November 15, 2005, as amended by First Amendment to Lease Agreement for Office Facilities approved July 31, 2007, as amended by Second Amendment to Lease Agreement for Office Facilities approved August 4, 2009, and as amended by Third Amendment to Lease Agreement for Office Facilities approved June 28, 2011 (collectively, the "Lease").

This action exercises County's first of two existing rights to extend the lease, provides County a tenant improvement allowance of \$318,838.00 for minor interior modifications, reduces the leased space by 15,070 square feet, and reduces the allocated parking by 42 spaces. The new lease term shall commence October 1, 2016. The Fire Marshal's office will be holding over in their existing space until their new lease space on University Boulevard is ready.

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


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
11

REAL ESTATE MANAGEMENT ITEM 3

DATE: September 1, 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 TERMINATION OF EASEMENT AGREEMENT AND AUTHORIZATION TO RECORD INSTRUMENT

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

District 4

PURPOSE: To release a Permanent Fill Slope Easement Agreement that is no longer needed.

ITEM: Termination of Easement Agreement

APPROVALS: Real Estate Management Division
Public Works Department

REMARKS:

On February 13, 2007, the Board of County Commissioners approved a Permanent Fill Slope Easement Agreement, recorded in Official Records Book 9121, Page 1095, which contained a provision for automatic termination at such time as development adjoining the Wetherbee Road right-of-way was elevated to such an extent that a fill slope was no longer needed. South Orange Properties, Inc. requested termination of the easement to clear title to the lands currently being developed. The Public Works Department has reviewed and approved the development and acknowledges that the easement is no longer required.

Developer 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 Memo


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT


12

REAL ESTATE MANAGEMENT ITEM 4

DATE: September 2, 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 AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE BETWEEN ORANGE COUNTY AND CARMEN G. BARAHONA, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO CARMEN G. BARAHONA AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: NSP Resale – 2322 Arbor Court, Orlando, FL 32817 (NCST)
District 5

PURPOSE: To sell a renovated former foreclosure property to a qualified buyer under the Neighborhood Stabilization Program.

ITEMS: As Is Residential Contract for Sale and Purchase

County Deed
Revenue: \$129,200 (less NSP assistance)*

REVENUE: Account No.: 7709-068-7940-6870

APPROVALS: Real Estate Management Division
County Attorney's Office
Housing & Community Development Division

REMARKS: This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of NSP 3.

*The revenue (sales price) is \$129,200 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County may provide up to \$20,000 NSP assistance, from the County's revenue. The buyer will execute a mortgage to the County in the amount of the NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

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



Interoffice Mer:

REAL ESTATE MANAGEMENT ITEM 5

DATE: September 1, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH COMPREHENSIVE RIDERS TO THE RESIDENTIAL CONTRACT FOR SALE AND PURCHASE AND ADDENDUM TO CONTRACT BETWEEN ORANGE COUNTY AND YOEL MENA RODRIGUEZ AND NATASHA NORIEGA CARVAJAL, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO YOEL MENA RODRIGUEZ AND NATASHA NORIEGA CARVAJAL AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: NSP Resale – 2618 Pisces Drive, Orlando, FL 32837 (NCST)

District 4

PURPOSE: To sell a renovated former foreclosure property to a qualified buyer under the Neighborhood Stabilization Program.

ITEMS: As Is Residential Contract for Sale and Purchase with Comprehensive Riders to the Residential Contract for Sale and Purchase and Addendum to Contract

County Deed
Revenue: \$159,500 (less NSP assistance)*

REVENUE: Account No.: 7709-068-7940-6870

APPROVALS: Real Estate Management Division
County Attorney's Office
Housing & Community Development Division

REMARKS: This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of NSP 3.

*The revenue (sales price) is \$159,500 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County may provide up to \$20,000 NSP assistance, from the County's revenue. The buyer will execute a mortgage to the County in the amount of the NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

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




Interoffice Memo


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
14

REAL ESTATE MANAGEMENT ITEM 6

DATE: September 2, 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 QUIT CLAIM DEEDS FROM CENTRAL FLORIDA EXPRESSWAY AUTHORITY TO ORANGE COUNTY, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY RECORDING FEES AND RECORD INSTRUMENTS

PROJECT: State Road 429, Daniel Webster Western Beltway, Part C

District 1

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

ITEMS: Quit Claim Deeds (2)
Cost: Donation
Total size: 33.068 acres

County Deed
Revenue: None
Total size: 31,005.28 square feet

BUDGET: Account No.: 1003-072-2766-6110

FUNDS: \$683.00 Payable to Orange County Comptroller
(recording fees)

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

REMARKS: These conveyances are requirements of the Right-of-Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority (CFX) and Orange County (County) approved by the Board of County Commissioners on August 16, 2016.

In the Quit Claim Deeds to County, CFX reserves all rights of ingress, egress, light, air, and view to, from, or across any State Road (SR) 429 right-of-way property adjoining said right-of-way. CFX also reserves all existing limited-access rights of ingress, egress, light, air, and view to, from, or across the lands being conveyed. County will have no rights of ingress, egress, or access to SR 429 from the lands being conveyed. CFX and County have agreed to restrict the height of structures, objects of natural growth and other obstructions on the lands being conveyed so as not to interfere with or impede the SR 429 bridges. On a portion of the lands being conveyed, CFX has reserved a right of first refusal to acquire title to any of the conveyed lands no longer used for County right-of-way purposes.

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
15

REAL ESTATE MANAGEMENT ITEM 7

DATE: September 1, 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 WARRANTY DEED FROM SAVI INVESTMENTS LLC TO ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Lake Avalon PD (Avalon Road) (RAC)

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of road improvements as a requirement of a transportation impact fee agreement.

ITEM: Warranty Deed
Cost: \$23,560 (Impact Fee Credits)
Size: 16,552 square feet

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

REMARKS:

The Board of County Commissioners approved the Transportation Impact Fee Agreement Lake Avalon PD Avalon Road (County Road 545) (Agreement) on February 9, 2016. This transaction is in accordance with the requirements contained in said Agreement.

Grantor to pay all closing costs and prorated 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.

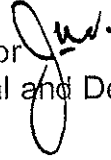


Interoffice Memorandum

AGENDA ITEM

August 26, 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: September 20, 2016 — Consent Item
The Grow Planned Development / Regulating Plan
Adequate Public Facilities Agreement
(Related to Case # LUP-16-01-002)

The proposed "Grow" Planned Development / Regulating Plan (PD / RP) contains 1,187.5 gross acres and is generally located north of East Colonial Drive, south of Lake Pickett Road, east of South Tanner Road and west of Chuluota Road. With this request, the applicant is seeking to rezone 1,187.5 gross and 835 developable acres from A-2, R-CE-5, and PD to PD in order to provide a mixed-use project consisting of up to 2,078 residential dwelling units and 172,000 non-residential square feet. It will feature an elementary school, community park, community garden, working farm, and equestrian facility.

Pursuant to Policy FLU6.9.2 of the Orange County Comprehensive Plan (as proposed), the "Grow" PD / RP is subject to an Adequate Public Facilities (APF) Agreement substantially similar to those described in Chapter 30, Article XIV, Orange County Code. The proposed agreement, while not adhering to the usual standard terms of such an agreement, describes the conveyance of road right-of-way; an elementary school; a community park; a utility tract; and easements. Except for the road right-of-way, which is being conveyed for no compensation, the negotiated price of the conveyed lands will be paid in the form of a lump sum payment and / or impact fee credits.

The "Grow" APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on May 25, 2016, and should be considered with the associated Planned Development / Regulating

Page Two
September 20, 2016 — Consent Item
The Grow Planned Development / Regulating Plan Adequate Public Facilities
Agreement (*Related to Case # LUP-16-01-002*)

Plan public hearing. 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 The Grow PD (a/k/a Lake Pickett South) by and among Banksville of Florida, Inc., Nivesa of Florida, Inc., New Ideas Incorporated, Margot H. Lopez; and Orange County. District 5

JVW/JS:rep

Attachments

This instrument prepared by and after
recording return to:

Robert M. Poppell, Esquire
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, FL 32801

Project: Lake Pickett South (a/k/a The Grow) (RAC)

Tax Parcel I.D. No(s):

18-22-32-0000-00-025
17-22-32-0000-00-002
20-22-32-0000-00-002
18-22-32-0000-00-001
19-22-32-0000-00-001
08-22-32-0000-00-005

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR THE GROW PD (A/K/A LAKE PICKETT SOUTH)**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR THE GROW PD (A/K/A LAKE PICKETT SOUTH) (the "**Agreement**"), effective as of the latest date of execution (the "**Effective Date**"), is made and entered into by and among **BANKSVILLE OF FLORIDA, INC.**, a Florida corporation whose mailing address is 2665 South Bayshore Drive, Suite 220-81, Miami, FL 33133 ("**Banksville**"), **NIVESA OF FLORIDA, INC.**, a Florida corporation whose mailing address is 2665 South Bayshore Drive, Suite 220-81, Miami, FL 33133 ("**Nivesa**"), **NEW IDEAS INCORPORATED**, a Florida corporation, whose mailing address is 1512 S. Roosevelt Blvd., Key West, Florida 33040 ("**New Ideas**"), **MARGOT H. LOPEZ**, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982, whose mailing address is 1512 S. Roosevelt Blvd., Key West, Florida 33040 ("**Lopez Trust**") (Banksville, Nivesa, New Ideas and Lopez Trust are sometimes hereinafter referred to individually as an "**Owner**" and collectively as the "**Owners**" and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("**County**"). The Owners and County may sometimes be referred to collectively as the "**Parties.**" **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 ("**School Board**") and **AMERICAN LAND INVESTMENTS OF ORANGE COUNTY, LLC**, a Florida limited liability company ("**ALIOC**") have joined and consented to the execution of this Agreement for the purposes and upon the terms expressly set forth herein and in the attached Joinder and Consent instruments.

RECITALS:

A. Owners are the fee simple owners 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 (collectively, the "PD Property" or "The Grow PD").

B. The Owners are working cooperatively in connection with the planning of, and obtaining governmental approvals for, development of the PD Property for a project generally known and referred to for planning purposes as "Lake Pickett South" or the "LPS" project and, in this regard, have filed with the County that certain Future Land Use Map Amendment Application – Amendment #2015-2-A-5-1 (the "FLUM Amendment"), being considered for adoption by the Board of County Commissioners ("BCC") as of even date herewith.

C. The execution of this Agreement by the Owners and recording of same in the Public Records is required by pending County Comprehensive Plan FLU 6.9.2, being considered for adoption by the BCC as of even date herewith. This Agreement and its terms are substantially similar in form and substance to APF agreements and APF requirements as such are described in Article XIV, Chapter 30, Orange County Code, as may be amended (the "APF Ordinance").

D. Owner desires to develop the PD Property in accordance with The Grow PD Regulating Plan ("The Grow PD/RP"), submitted by Owners to County, and with the PD zoning application on file with County.

E. In connection with its consideration of the approval of The Grow PD and The Grow PD/RP, County has requested, and Owners have agreed, that Owners will plan for, reserve and convey to County certain real property designated by the Parties as adequate public facilities ("APF"), upon the terms and conditions as are set forth in this Agreement.

F. It is the intent of the Parties that County will consider approval of The Grow PD and The Grow PD/RP with its consideration of this Agreement.

G. As more particularly described herein, the APF will include land for an elementary school, thereby creating the need for the rights and related obligations accruing to the benefit of School Board as more specifically set forth in Paragraph 6 of this Agreement and for the joinder and consent of School Board attached hereto.

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. Conveyance of APF Land by Owners. Owners shall convey land for APF ("APF Lands") as follows:

a)	Road right-of-way:	
	Lake Pickett Road	As depicted in The Grow PD/RP – estimated 3.05 acres

It is contemplated that wider right-of-way may be required in some locations, such as at intersections, to facilitate traffic movement.

b)	School:	
	Elementary School	13 acres (together with the 2 acre stormwater easement parcel described in Paragraph 3(d) below)

c)	Park:	
	Park Site	20 acres

d)	Utility	
	Reclaimed Water Storage and Re-Pump Facility	3 acres

The APF Lands identified in clauses (a) through (d) above are referred to herein as the "Road Right-of-Way," "School Site," "Park Site," and "Reclaimed Water Storage and Re-Pump Facility," respectively, and are sometimes referred to herein individually as an "APF Parcel."

As described in Paragraphs 4 and 5 below, the size and location of the 3-acre APF tract for Reclaimed Water Storage and Re-Pump Facility within The Grow PD is approximate and it shall be conveyed to the County prior to approval of the first construction plan set within The Grow PD, with the dimensions and location of the tract finalized prior to approval of the first Preliminary Subdivision Plan or Development Plan within The Grow PD. The tract shall have a minimum width of 300 feet and be located no more than 1,000 feet from a public road, with a 30-

foot minimum width utility and access easement or tract connection to public right-of-way, if necessary, as determined by the County. The tract and easement/tract connection shall have an elevation above the 100 year flood plain, be located outside of wetlands (or with the impacts to existing wetlands mitigated as set forth in Paragraph 3(b) below), and shall be exclusive of easements and buffers.

3. Conveyance Procedure. The conveyance of the APF Lands shall be by general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. The Owners shall convey, or cause to be conveyed, the APF Lands to County, pursuant to the procedures and requirements of this Agreement. The Owners shall pay, or cause to be paid, all costs associated with the conveyance of the APF Parcel to the County, including all recording fees and documentary stamps related to such conveyance(s). Ad valorem taxes in connection with the conveyance of an APF Parcel shall be prorated as of the date of transfer of title to the County and said prorated amount shall be paid, or caused to be paid, by the Owners to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by the Owner for the year of conveyance.

a) *Title Policy.* No less than thirty (30) days prior to conveyance, the Owners shall deliver, or cause to be delivered, to County, at Owners sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the proposed insured for the APF Lands (the "**Title Commitment**"). Owners shall deliver, or cause to be delivered, the original Owner's Policies of Title Insurance (respectively, a "**Title Policy**" and collectively, the "**Title Policies**") to County within thirty (30) days after the conveyance of the APF Lands to County. The Title Policy shall include an endorsement insuring the contiguity of the School Site to the 2 acre stormwater easement parcel described in Paragraph 3(d) below. The Title Policy shall also show that the APF Lands, as well as the stormwater easement parcel described in Paragraph 3(d) below, are not subject to assessments or control by any Community Development District or Homeowners or Property Owners Association. The School Site shall, however, be encumbered by the utility and access easement in favor of the County and benefitting the Reclaimed Water Storage and Re-Pump Facility, as provided in Paragraph 2 above and as depicted in The Grow PD/RP.

b) *Environmental Audit; Due Diligence.* No less than sixty (60) days prior to conveyance, Owners shall submit, or cause to be submitted, to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Lands. Each Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event a Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owners shall

submit, or cause to be submitted, to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the APF Lands, one of the following events shall occur: (i) the Owners shall remediate, or cause to be remediated, the subject APF Parcel to County's satisfaction, prior to the conveyance; or (ii) the Parties shall negotiate and enter into a separate agreement, on mutually acceptable terms, whereby the Owners shall pay the full cost of remediation of the subject APF Parcel; or (iii) County may terminate this Agreement, at its option.

The Owners shall perform, or cause to be performed, such other due diligence actions of the type that are usually and customarily performed in connection with real estate conveyances of this type, including but not limited to geotechnical studies, wetland delineations, surveys, and wildlife studies, at no cost to County, as may reasonably be requested by the County. The Parties acknowledge and agree that the APF Lands contain wetland(s) that shall be mitigated by the Owners prior to conveyance to County, in compliance with all applicable laws, rules, and ordinances of any applicable governmental authority with jurisdiction thereover, so that the APF Lands may each be used for their intended APF purpose. Notwithstanding anything in the foregoing seemingly to the contrary, the Parties agree that there shall be no obligation on the Owners to mitigate impacts to wetlands on the Road Right-of-Way, and County acknowledges that there may be gopher tortoises present at the APF Lands, but agrees to take title to the APF Lands subject to the potential presence of such gopher tortoises without any obligation on Owners to mitigate any future impact to such gopher tortoises.

c) *Compliance with Section 286.23, Florida Statutes.* The Owners shall execute and deliver, or cause to be executed and delivered, to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

d) *Easements.* In addition to the conveyance of the respective APF Lands as contemplated in this Agreement, the Owners shall grant, or cause to be granted, at no cost to County and in accordance with County conveyance procedures, the following easements in favor of County, as follows. The benefit of any easements intended to benefit the School Site shall run with title to the School Site.

At the time of conveyance of the School Site to the County, the Owners shall grant, or cause to be granted, in favor of County a non-exclusive perpetual easement, in form acceptable to County, over the two (2) acre portion of the Property intended to contain the pond located adjacent to the southern boundary of the School Site, as graphically depicted in The Grow PD/RP, for the off-site retention and detention (water quality treatment) of stormwater generated upon the School Site, assuming development of the School Site for its intended purpose of being developed by School Board with an elementary school. The Owner of the School Site shall obtain water management district confirmation and obtain a certification from the project engineer for The

Grow PD, to be confirmed by County and an engineer for the School Board, that the pond has capacity to treat stormwater not otherwise retained on the School Site in connection with School Board's design and construction of a prototype elementary school acceptable to School Board. The easement shall further provide that the Owner of the School Site, or such homeowners or property owners association as may be formed by such Owner, reasonably acceptable to County, shall be perpetually responsible for the maintenance and proper function of the pond, all at no cost or expense to County, now or in the future; provided, however, that the County agrees to exercise the stormwater easement rights in compliance with all applicable laws, rules, regulations and ordinances and shall be responsible for any maintenance or repairs necessitated by any failure by County to comply with said laws, rules, regulations, and ordinances or by the acts of negligence of County or its agents or employees.

If, at the time of conveyance of the Park Site to the County there does not exist a public road providing access to the Park Site, the Owners shall grant, or cause to be granted, to County a temporary access easement, in form acceptable to County, over such portion of the Property as is reasonably acceptable to both the County and the Owners, providing to County the right to construct a temporary access road to the Park Site and to use such temporary road for construction access and public access to the Park Site, which easement shall terminate upon conveyance or dedication of public access to the Park Site.

If, at the time of conveyance of the School Site to the County there does not exist a public road providing access to the School Site, the Owners shall grant, or cause to be granted, to County a temporary access easement, in form acceptable to County, over such portion of the Property as is reasonably acceptable to the Parties, providing to County the right to access the School Site, which easement shall terminate upon conveyance or dedication of public access to the School Site.

e) *Additional Conveyance Requirements.* In connection with the conveyance of the APF Lands, the Owners shall (i) submit, or cause to be submitted, a Certificate of Non-Foreign Status confirming that the grantor is not a foreign person or entity for purposes of U.S. income taxation in compliance with Section 1445 of the Internal Revenue Code; (ii) submit, or cause to be submitted, such partial releases, satisfactions or other instruments necessary to release or remove any outstanding mortgages, liens, encumbrances or other matters which would prevent the utilization of the APF Parcel for the intended APF purpose and (iii) submit, or cause to be submitted, a sworn affidavit confirming that there are no liens, encumbrances, agreements, deed restrictions or other matters affecting title to the APF Parcel which would prevent utilization of such APF Parcel by County for the APF purpose.

f) *Negotiated Price of conveyed lands.* The negotiated price of the APF Lands has been determined in accordance with Chapter 23 of the Orange County Code.

(i) The Parties agree that the negotiated price of the Park Site is one million three hundred forty thousand and 00/100 dollars (\$1,340,000.00). This total results from an agreed-upon negotiated price of sixty-seven thousand and 00/100 dollars (\$67,000.00) for each acre or fraction thereof, and a total of 20 acres. Promptly upon County's final acceptance of conveyance of the Park Site, County shall credit on its books to the park impact fee credit account of the Owner of the Park Site, for purposes of Chapter 23 of the Orange County Code, as amended, park impact fee credits in the amount of such aforementioned negotiated price of the Park Site.

(ii) The Parties agree that the School Board's agreed-upon fair market value of the School Site, upon completion of all access, utility and mitigation improvements required pursuant to Section 4 of the "CEA" (defined below) is \$58,000.00 for each acre or fraction thereof. However, the Parties acknowledge that at the time of conveyance of the School Site hereunder the aforescribed access, utility and mitigation improvements will likely not be complete, and, therefore, the value of the School Site will be paid to the Owner of the School Site in two (2) installments, as follows: (i) promptly upon School Board's final acceptance of conveyance of the School Site, County shall credit on its books to the school impact fee credit account of the Owner of the School Site, for purposes of Chapter 23 of the Orange County Code, as amended, school impact fee credits in the amount of \$28,000.00 for each acre or fraction thereof of the School Site, which amount results from School Board's agreed-upon fair market value of the School Site prior to completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA, and (ii) promptly upon completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA, County shall credit on its books to the school impact fee credit account of the Owner of the School Site, for purposes of Chapter 23 of the Orange County Code, as amended, additional school impact fee credits in the amount of \$30,000.00 for each acre or fraction thereof, which amount represents the difference in the School Board's agreed-upon fair market value of the School Site before and after completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA.

(iii) The Parties agree that the negotiated price of the Reclaimed Water Storage and Re-Pump Facility, is two hundred one thousand and 00/100 dollars (\$201,000.00). This total results from an agreed-upon negotiated price of sixty-seven thousand and 00/100 dollars (\$67,000.00) for each acre or fraction thereof, and a total of 3 acres, payable by wire transfer of immediately available funds simultaneous with the closing of the conveyance.

(iv) Owners and County agree that there shall be no consideration payable by County for the conveyance of the Right-of-Way.

Notwithstanding anything in the foregoing seemingly to the contrary, to the extent that the Owner that is the beneficiary of the park or school impact fee credit accounts described above pays park or school impact fees to the County in connection with the development of the PD Property and there is thereafter a credit balance in either of the park or school impact fee credit accounts described above, then upon reasonable request and in compliance with the Orange County Code and its usual procedures, the County shall refund such park or school impact fees, respectively, to such Owner (or to such person or entity to whom the Owner expressly may assign the right to receive such refund) and shall make deduction from the appropriate park or school impact fee credit account in the amount of any such refund. The foregoing is intended to satisfy the requirements of Section 23-189 of the County Code that there be an agreement with the County that provides for a refund of previously paid impact fees.

4. Refinement of Size and Location of APF Lands. The size and location of the APF Lands as depicted on The Grow PD/RP is approximate, although the final size and location shall be substantially similar to that shown on The Grow PD/RP. The dimensions and locations for a particular APF Parcel shall be finalized by the Parties prior to County approval of the first Preliminary Subdivision Plan or Development Plan ("PSP" or "DP") within The Grow PD, and shall be in full compliance with this Agreement. **The Parties agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.**

5. Timing for Conveyance to County/Continuing Occupancy by Owners Prior to Use by County. Conveyance of the APF Lands shall be defined as submittal of all conveyance documents, approval by the BCC, and recordation of the deed(s). Owners and County have agreed that Owners shall convey the APF Lands pursuant to the following schedule:

a) with respect to the Park Site, the conveyance to County will occur after final, non-appealable approval of The Grow PD and (i) in conjunction with, but prior to, the approval and recording of the first plat of any parcel within The Grow PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

b) with respect to the School Site, assuming satisfaction of the applicable "School Conditions to Conveyance" (described below), the conveyance to County will occur after final, non-appealable approval of The Grow PD and (i) in conjunction with, but prior to, the approval and recording of the first plat of any parcel within The Grow PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

c) with respect to the Reclaimed Water Storage and Re-Pump Facility, the conveyance to the County will occur after final, non-appealable approval of The Grow PD and (i) prior to approval of the first construction plan set within The Grow PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

d) with respect to the Road Right-of-Way, the conveyances to the County will occur after final, non-appealable approval of The Grow PD and (i) in conjunction with, but prior to, the approval and recording of the plats of Parcels T2-1 and T2-2, with the portions of the Road Right-of-Way adjacent to each such Parcel being conveyed prior to the approval of the plat for each such Parcel, respectively, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyances (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

With respect to the APF Lands, Owners shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of their officers and employees, and agree to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against any and all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, Owners shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Owners, their officers, employees, agents, and/or representatives, arising out of their activities related to the APF Lands. In addition, without limiting the foregoing, in the event that any act or omission of Owners, their officers, employees, agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law, the Owners shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and expenses expended by County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Owners shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which

they become aware that may result in a claim for damages, or that occurs as a result of Owners' activities related to the APF Lands.

Each respective Owner shall be liable for the indemnification and hold harmless obligations set forth in the immediately preceding paragraph only with respect to the acts or omissions of its officers, employees, agents, and/or representatives. Notwithstanding anything seemingly to the contrary elsewhere in this Agreement, successor provisions regarding such indemnification are not intended to, nor shall they, be applicable to any individual owner of a single-family home for which a certificate of occupancy has been issued by County.

In the event that any of the above occurs, County may refuse to accept conveyance of the impacted APF Parcel and Owners may be required to pay an APF fee in lieu of conveyance or to convey alternative APF Lands acceptable to County. Notwithstanding anything seemingly to the contrary above in this Paragraph 5, the Parties acknowledge and agree that satisfaction of Owners' APF conveyance obligations must take place prior to County approval of the initial plat for any parcel within The Grow PD.

6. OCPS Interest in School Parcel. The Parties acknowledge that the Owners and School Board are parties to a School Mitigation Agreement for Capacity Enhancement OC-16-006 executed concurrently with this Agreement which imposes additional obligations upon the Owners in connection with the proposed conveyance of the School Site (the "CEA"), addressing, among other things, School Board's right to conduct its desired due diligence into the acceptability of the School Site for its APF purpose and imposing various obligations upon the Owners in connection with the conveyance and development of the School Site. With respect to the School Site and the rights and obligations of the School Board, in the event of any conflicts between the terms and provisions of this Agreement and the terms and provisions of the CEA, the terms and provisions of the CEA shall control. It shall be a condition precedent to conveyance of the School Site to County, and to County's and School Board's obligation to accept the conveyance of the School Site, that Owners shall be in compliance with the CEA at the time of the conveyance of the School Site to the County (the "**School Conditions to Conveyance**").

Upon reasonable request of the School Board the County will convey the School Site to the School Board. The School Board shall make the foregoing request for conveyance from the County no later than upon Owners' commencement of residential infrastructure improvements on any portion of the Property and delivery of written notice thereof from Owners to School Board. Notwithstanding anything in the foregoing seemingly to the contrary, upon reasonable advance written notice from School Board to the Parties, the Owners will, at such time as is otherwise required elsewhere in this Agreement, convey, or cause to be conveyed, the School Site directly to the School Board. In the event that the School Site is to be conveyed directly to the School Board, then the notice referenced in clause (ii) of Paragraph 5(b) may come from School Board.

In the event that the School Site is to be conveyed directly to the School Board, then the Title Commitment shall be endorsed, prior to conveyance, to name School Board as the proposed insured for the School Site, and the Title Policy for the School Site shall be issued to School Board.

In recognition of the intent that the School Site ultimately be conveyed to the School Board, the Parties hereby agree that (i) a copy of the Title Commitment and Title Policy pertaining to the School Site shall be delivered to School Board when delivered to County, (ii) School Board shall be entitled to participate in the final determination of the dimensions and location of the School Site pursuant to Paragraph 4 above, and (ii) the School Board may also conduct such due diligence with respect to the School Site as is required by applicable School Board policies, including, but not limited to, geotechnical studies, wetland delineations, surveys and wildlife studies, and that School Board may reasonably enter upon the School Site as and to the extent reasonably required to conduct such due diligence, pursuant to a right of entry from County. All such due diligence efforts by School Board shall be at School Board's sole cost and expense. Copies of any Phase I or Phase II environmental audits received with respect to the School Site shall be provided to School Board, and, as part of the School Conditions to Conveyance, School Board shall have the right to review and approve the results of the environmental audits, or any decisions reached pursuant to clauses (i) thru (iii) of Paragraph 3(b) above regarding the School Site.

Any easements intended to benefit the School Site shall run with title to the School Site, and shall be in form acceptable to County and School Board, and, if the School Site is to be conveyed directly to School Board as provided above, shall name School Board as the beneficiary, rather than County.

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

8. Limitation of Remedies. The Parties 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 an Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

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

- (ii) the right to set off, against any amounts of impact fees to be credited in favor of Owners under this Agreement, (A) any amounts due to County from Owners under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owners, but which Owners have failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with The Grow/the LPS Project/Lake Pickett South 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 the APF Lands or any portion of the PD Property as County may lawfully elect.

b) Limitations on Owners' Remedies. Upon any failure by County to perform its obligations under this Agreement, Owners 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 Owners; or
- (iv) any combination of the foregoing.

The 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.

9. 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.

10. 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.

11. 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

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

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

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

OWNERS: Banksville of Florida, Inc./Nivesa of Florida, Inc.
2665 South Bayshore Drive, Suite 220-81
Miami, Florida, 33133
Attention: David Martinez

New Ideas Incorporated/Chris-Anna Trust
1512 S. Roosevelt Blvd
Key West, Florida 33040
Attention: Margot H. Lopez

With a Copy to: American Land Investments of Orange County, LLC
Attn: Dwight Saathoff

7575 Dr. Phillips Boulevard, Suite 265
Orlando, Florida 32819

SCHOOL BOARD: The School Board of Orange County, Florida
Attn: Superintendent of Schools
445 West Amelia Street
Orlando, Florida 32801

With a Copy to: Orange County Public Schools
Attn: Office of Planning and Governmental Relations
445 West Amelia Street
Orlando, Florida 32801

12. Disclaimer of Third Party Beneficiaries. Except as specifically set forth herein to the contrary, 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.

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

14. 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.

15. 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.

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

17. 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.

18. 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.

19. Counterparts. This Agreement may be executed in up to six (6) counterparts, all of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing any such counterpart.

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

21. Joinder and Consent by American Land. American Land Investments of Orange County, LLC, a Florida limited liability company ("ALIOC") is a contract vendee with rights to acquire certain portions of the Property owned by New Ideas and the Lopez Trust. By signing the Joinder and Consent attached to this Agreement, ALIOC, for itself and on behalf of any successor in interest that may acquire such portion of the Property, hereby consents to the conveyance of the APF Lands as provided in the this Agreement and agrees to be bound by all of the terms and conditions of this Agreement, in the event of such acquisition by ALIOC or such affiliate.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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



By: _____
Deputy Clerk


Print Name: _____

WITNESSES:

"BANKSVILLE "

BANKSVILLE OF FLORIDA, INC.,
a Florida corporation

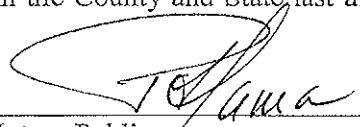

Print Name: Maria Herrera

Print Name: Angel Rodriguez


By: _____
Name: DAVID MARTINEZ
Title: PRESIDENT
Date: 5-31-16

STATE OF FLORIDA
COUNTY OF Dade

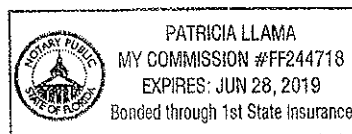
The foregoing instrument was acknowledged before me by David Martinez, the President of Banksville of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2016. He is personally known to me or has produced _____ as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of May, 2016.


Notary Public

Print Name: Patricia Llama

My Commission Expires: June 28, 2019




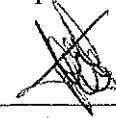
WITNESSES:

"NIVESA "

NIVESA OF FLORIDA, INC., a
Florida corporation


Print Name: Maria Herrera

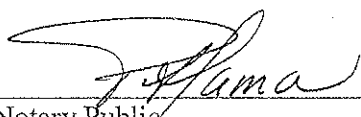

Print Name: Angel Rodriguez

By: 
Name: DAVID MARTINEZ
Title: PRESIDENT
Date: 5-31-16

STATE OF FLORIDA
COUNTY OF Dade

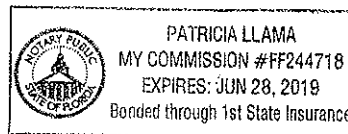
The foregoing instrument was acknowledged before me by David Martinez, the President of Nivesa of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2016. He is personally known to me or has produced _____ as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of May, 2016.


Notary Public

Print Name: Patricia Llama

My Commission Expires: June 28, 2019



WITNESSES:

"NEW IDEAS"

NEW IDEAS INCORPORATED, a
Florida corporation

[Signature]
Print Name: Maria Garcia
[Signature]
Print Name: Nicole Laby

By: Margot H Lopez
Name: Margot H. Lopez
Title: Owner/President
Date: 6-1-16

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by Margot H. Lopez as Owner/President of New Ideas Incorporated, a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 1 day of JUNE, 2016. She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of JUNE, 2016.



[Signature]
Notary Public
Print Name: Yeleini Valle
My Commission Expires: May 25, 19

WITNESSES:

"LOPEZ TRUST"

Maria Garcia
Print Name: Maria Garcia
Nicole Laboy
Print Name: Nicole Laboy

By: Margot H. Lopez
Margot H. Lopez, as Successor Trustee of
the Chris-Anna Irrevocable Trust under
Trust Agreement dated September 1, 1982

Date: 6-1-16

STATE OF FLORIDA
COUNTY OF Monroe

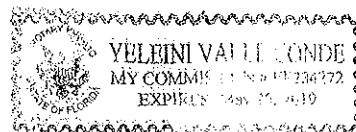
The foregoing instrument was acknowledged before me by Margot H. Lopez, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982, on behalf of the trust, who is known by me to be the person described herein and who executed the foregoing, this 1 day of June, 2016. She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of June, 2016.

Veleini Valle
Notary Public

Print Name: Veleini Valle

My Commission Expires: May 25, 19



JOINDER AND CONSENT OF SCHOOL BOARD

The School Board Of Orange County, Florida, a body corporate and political subdivision of the State of Florida, for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby joins in and consents to the Agreement as a "joinder" party for the limited purpose of acknowledging the terms pertaining to the School Site as set forth in the provisions of Paragraph 6 thereof, which shall be the only terms of the Agreement which will run with title to the land in connection with School Board's future acquisition of title to the School Site. Nothing in the Agreement or School Board's execution of the Agreement as a joinder party shall be deemed to modify, alter or vary the terms of the CEA and the terms of the CEA shall control in the event that there is any conflict between the terms of the CEA and this Agreement.

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2016.

Signed, sealed and delivered in the
Presence of:

"SCHOOL BOARD"

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a body corporate and
political subdivision of the State of Florida

Print Name: _____

By: _____
William E. Sublette, Chairman

Print Name: _____

Date: _____, 2016

Print Name: _____

Attest _____
Barbara M. Jenkins, as its Secretary and
Superintendent

Print Name: _____

{Corporate Seal}

Approved as to form and legality by the Office
of the General Counsel to the School Board of
Orange County, Florida this ____ day of
_____, 2016 for its exclusive
use and reliance.

Eileen D. Fernandez, Esq.
Associate General Counsel

JOINDER AND CONSENT OF ALIOC

American Land Investments of Orange County, LLC, a Florida limited liability company ("ALIOC"), as a contract vendee with rights to acquire certain portions of the Property owned by New Ideas and the Lopez Trust, for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby joins in and consents to the Agreement to which this Joinder and Consent is attached and to the conveyance of the APF Lands as provided in the Agreement. Further, ALIOC for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby agrees to be bound by all of the terms and conditions of the Agreement, in the event of such acquisition by ALIOC or such affiliate and only in such event.

Signed, witnessed, executed and acknowledged on this 31st day of May, 2016.

WITNESSES:

Pauline D. McNally
Print Name: Pauline D. McNally
Charlene L. Beecham
Print Name: Charlene L. Beecham

AMERICAN LAND INVESTMENTS OF
ORANGE COUNTY, LLC, a Florida limited
liability company

By: JA Saaf
Name: Dwight Statthoff
Title: Manager
Date: May 31, 2016

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on May 31, 2016, personally appeared Dwight Statthoff as
manager of AMERICAN LAND INVESTMENTS OF
ORANGE COUNTY, LLC, a Florida limited liability company, on behalf of said company, who
☒ is personally known to me or _____ has produced _____ as
identification, and who acknowledged that he/she signed the above instrument as his/her free and
voluntary act.



Charlene L. Beecham
Notary Public
Charlene L. Beecham
Name Printed, Typed or Stamped
Certificate No. FF129408

Exhibit "A"

**Legal Description and Sketch of
Description for the PD Property
[4 Pages Follow]**

Banksville Property:

Orange County Tax Parcel Nos.: 18-22-32-0000-00-001 & 19-22-32-0000-00-001

That portion of the Northeast 1/4 of Section 19, Township 22 South, Range 32 East, Orange County, Florida, lying Northerly of the North right of way line of State Road 50 and Easterly of the East right of way line of South Tanner Road.

AND

That part of Section 7, lying South of State Road 420 and East of South Tanner Road;

That part of W-1/2 of SW-1/4 and W-1/2 of E-1/2 of SW-1/4 of Section 8, lying South of State Road 420;

The N-1/2 of NW-1/4 (LESS East 100 feet of NE-1/4 of NW-1/4, LESS East 50 feet of the SE-1/4 of NE-1/4 of NW-1/4); SW-1/4 of NW-1/4; The West 3/4 of SE-1/4, of NW-1/4; all in Section 17;

That part of N-1/2 of Section 18, lying East of South Tanner Road; all being Township 22 South, Range 32 East, Orange County, Florida.

Nivesa Property:

Orange County Tax Parcel No.: 08-22-32-0000-00-005

SW 1/4 OF SE 1/4 & E 1/2 OF SE 1/4 OF SW 1/4 (LESS BEG SE COR OF SEC RUN W 1303.93 FT FOR POB RUN N 1285.95 FT W 350.25 FT TH S 1143.84 FT S 41 DEG E TO SEC LINE TH E TO POB) & (LESS PT LYING IN FOLLOWING DESC COMM NE COR OF SEC 17 TH W 1303.93 FT TO SE COR OF

SW ¼ OF SE ¼ OF SEC 8 TH N 1285.95 FT W 320.25 FT TO POB TH S 1143.85 FT S 41 DEG E 277.47 FT S 230.41 FT S 11 DEG E 382.39 FT W 573.85 FT N 1934.65 FT E 430.03 FT TO POB) IN SEC 08-22-32 & IN SEC 17-22-32 THE E ¼ OF SE ¼ OF NW ¼ & E 100 FT OF NE ¼ OF NE ¼ OF NW ¼ & E 50 FT OF SE ¼ OF NE ¼ OF NW ¼ & NE ¼ (LESS BEG 1159.16 FT S OF NE COR RUN S 77 DEG W 306.06 FT S 847.72 FT S 48 DEG W 439.09 FT S TO S LINE OF NE ¼ E TO E ¼ COR N 1507.64 FT TO POB) & (LESS THAT PART LYING IN THE FOLLOWING DESC - BEG NE COR OF SEC RUN W 1303.93 FT FOR POB TH S 252.02 FT N 41 DEG W TO A POINT ON SEC LINE RUN E TO POB) & (LESS PT LYING IN FOLLOWING DESC COMM NE COR OF SEC 17 TH W 1303.93 FT TO SE COR OF SW ¼ OF SE ¼ OF SEC 8 TH N 1285.95 FT W 320.25 FT TO POB TH S 1143.85 FT S 41 DEG E 277.47 FT S 230.41 FT S 11 DEG E 382.39 FT W 573.85 FT N 1934.65 FT E 430.03 FT TO POB) & (LESS COMM NE COR OF SEC TH RUN W 1303.93 FT TO NE COR OF NW ¼ OF NE ¼ TH S 252.02 FT S 87 DEG W 166.52 FT FOR POB TH S 380.22 FT W 40 FT N 11 DEG W 382.39 FT N 87 DEG E 112.22 FT TO POB) SEE 3537/712

New Ideas Property:

Orange County Tax Parcel Nos.:18-22-32-0000-00-025 & 20-22-32-0000-00-002

PARCEL 1:

Being that portion of the North Half of the East Three Quarters of Section 20, Township 22 South, Range 32 East, Orange County, Florida, lying Northerly of State Road No. 50 and Westerly of the Northerly projection of and also the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida.

TOGETHER WITH the Westerly 562.84 feet of the Southeast Quarter of the Southwest Quarter of Section 17, Township 22 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Begin at the Northwest corner of the Northeast Quarter of Section 20, Township 22 South, Range 32 East, Orange County, Florida, run South 89 degrees 22 minutes 44 seconds East, along the North line of said Northeast Quarter a distance of 695.13 feet to a Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida; thence run South 00 degrees 44 minutes 03 seconds West along said Northerly projection and said East line 2463.98 feet to the Northerly right of way line of State Road No. 50; thence run North 70 degrees 30 minutes 20 seconds West along said right of way line 1594.81 feet to the point of curvature of a curve concave Southerly having a radius of 11559.2 feet; thence run Northwesterly along the arc of said curve and said Northerly right of way line 518.99 feet through a central angle of 02 degrees 34 minutes 21 seconds to the West line of the East Half of the Northwest Quarter of said Section 20; thence run North 00 degrees 02 minutes 54 seconds East along said West line 1772.16 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 17, Township 22 South, Range 32 East; thence run North 01 degrees 20 minutes 07 seconds West 1328.31 feet to the Northwest corner of said Southeast Quarter of Southwest Quarter of Section 17; thence run North 89 degrees 56 minutes 54 seconds East along the North line of said Southeast Quarter of the Southwest Quarter a distance of 562.98 feet; thence run South 01 degrees 20 minutes 07 seconds East along the East line of the West 562.84 feet of said Southeast Quarter of the Southwest Quarter of Section 17 a distance of 1326.80 feet to the North line of aforesaid Section 20; thence run North 89 degrees 47 minutes 38 seconds East along said North line 768.40 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that certain 25 foot right of way identified as Western Parkway on EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida.

TOGETHER WITH

PARCEL 2:

That portion of the South Half of the East Three Quarters of Section 17, Township 22 South, Range 32 East, Orange County, Florida, lying Westerly of a Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida, LESS the West 562.84 feet of the Southeast Quarter of the Southwest Quarter of said Section 17; subject to a Florida Power Corporation Easement, more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of Section 17, Township 22 South, Range 32 East, Orange County, Florida, run thence South 89 degrees 47 minutes 38 seconds West along the South line of said Southwest Quarter a distance of 768.40 feet to the East line of the West 562.84 feet of the Southeast Quarter of the Southwest Quarter of Section 17; thence run North 01 degrees 20 minutes 07 seconds West along said East line 1326.80 feet to the North line of said Southeast Quarter of the Southwest Quarter of Section 17; thence run South 89 degrees 56 minutes 54 seconds West along said North line 562.98 feet to the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 17; thence run North 01 degrees 20 minutes 07 seconds West 1328.31 feet to the Northwest corner of said Northeast Quarter of the Southwest Quarter of Section 17; thence run South 89 degrees 53 minutes 51 seconds East, 1334.74 feet to the center of said Section 17; thence continue South 89 degrees 53 minutes 51 seconds East along the North line of the South Half of said Section 17, a distance of 787.62 feet to the Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida; thence run South 00 degrees 44 minutes 03 seconds West along said projection line 2655.07 feet to a point on the South line of said Section 17 situated 695.13 feet South 89 degrees 22 minutes 44 seconds East from the POINT OF BEGINNING; thence run North 89 degrees 22 minutes 44 seconds West along said South line of Section 17, a distance of 695.13 feet to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL 3:

A part of the Northwest 1/4 of the Southeast 1/4 lying East of South Tanner Road in Section 18, Township 22 South, Range 32 East, Orange County, Florida, described as:

Commence at the Northwest corner of the Southeast 1/4 of said Section 18, run thence South 89°55'33" East along the North line of said Southeast 1/4, a distance of 81.57 feet to the Easterly right-of-way line of South Tanner Road and for a Point of Beginning; continue thence South 89°55'33" East, a distance of 1250.77 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 18; thence South 00°36'52" East along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 18, a distance of 817.26 feet; thence North 89°55'33" West, a distance of 990.50 feet to the Easterly right-of-way line of South Tanner Road; thence North 18°02'57" West along said Easterly line, a distance of 798.98 feet to a point of curvature of a curve concave Southwesterly, having a radius of 764.65 feet; run thence Northwest along the arc of said curve, through a central angle of 04°37'39", a distance of 61.76 feet to the Point of Beginning.

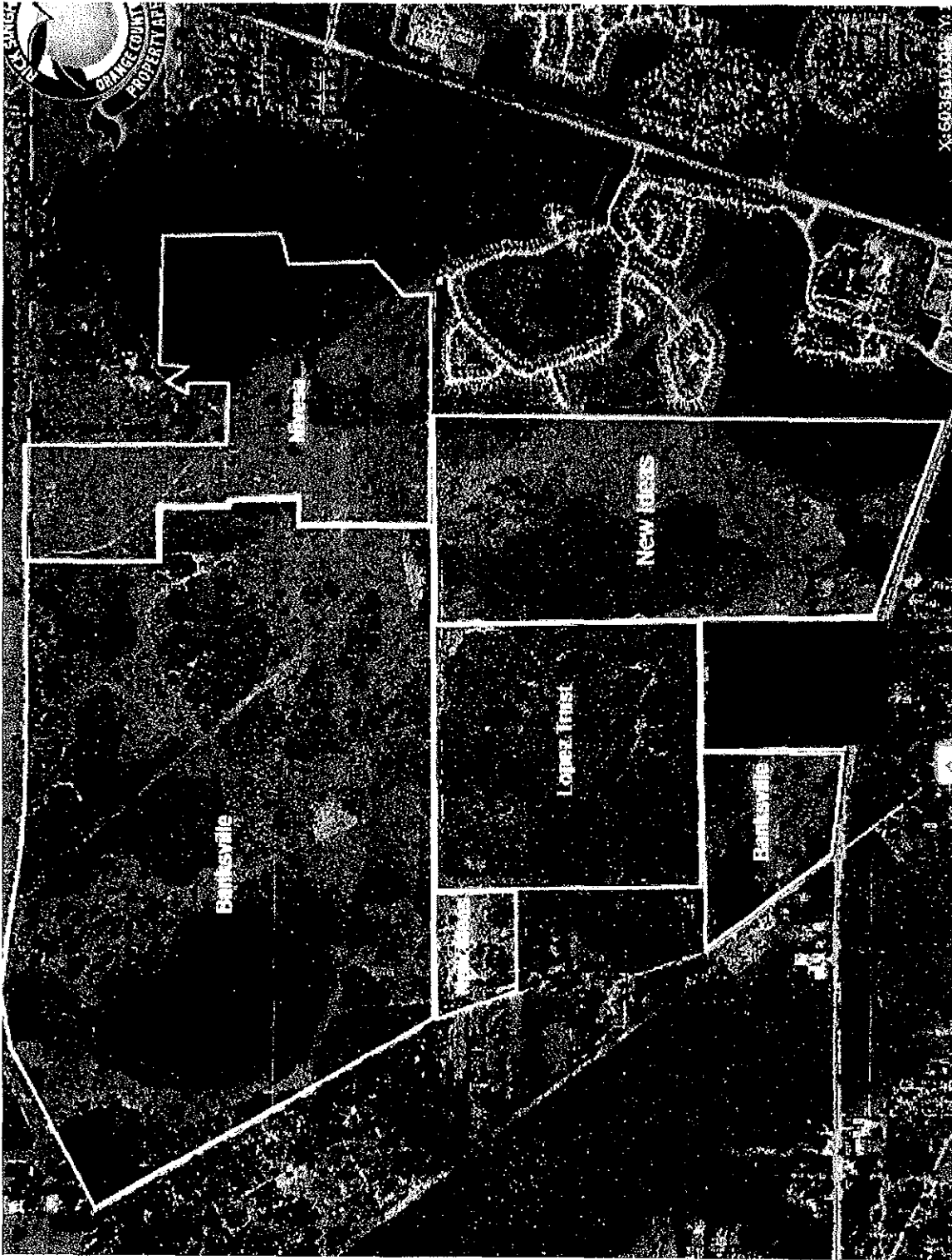
Lopez Trust Property:

Orange County Tax Parcel No.: 17-22-32-0000-00-002

The West 1/2 of the Southwest 1/4 of Section 17, Township 22 South, Range 32 East, Orange County, Florida, AND the East 1/2 of the Southeast 1/4 of Section 18, Township 22 South, Range 32 East, Orange County, Florida.

Exhibit "B"
Project Area Location Map

See Attached 1 Page



C:\NRPortbl\Active\RPOPELLA\38321705_1.docx



Interoffice Memora


I. CONSENT AGENDA
COMMUNITY, ENVIRONMENTAL AND
DEVELOPMENT SERVICES
DEPARTMENT

2

AGENDA ITEM

August 26, 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: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190

SUBJECT: September 20, 2016 – Consent Item
Single-Family Affordable Housing Agreement Family Promise of
Greater Orlando

Orange County is partnering with Family Promise of Greater Orlando, Inc. ("Family Promise") for providing affordable housing. Orange County owns property located at 2200 Beach Avenue in Apopka and has determined that the property will serve no County purpose and desires to improve the property utilizing federal grants. Family Promise is a qualified not-for-profit corporation possessing the skills, knowledge and experience necessary to take possession of the property for affordable housing.

After improvements to the property have been made, Orange County desires to convey the property to Family Promise. Family Promise will be responsible for performing all duties and activities associated with qualifying a potential homebuyer under their Partners In Housing program and complying with all the terms and conditions of the agreement.

The agreement has been reviewed as to form by the County Attorney's Office.

ACTION REQUESTED: Approval and execution of: Single Family Affordable Housing Agreement between Orange County, Florida and Family Promise of Greater Orlando; Resolution of the Orange County Board of County Commissioners regarding authorization to convey certain county property interests to Family Promise of Greater Orlando, Inc.; and County Deed from Orange County to Family Promise of Greater Orlando, Inc. and authorization to perform all actions necessary and incidental to closing to facilitate the conveyance of a property for affordable housing. District 2

JVW/MG:rep
Attachments

**SINGLE FAMILY AFFORDABLE HOUSING AGREEMENT
BETWEEN ORANGE COUNTY, FLORIDA AND
FAMILY PROMISE OF GREATER ORLANDO**

THIS AGREEMENT ("Agreement") is entered into by ORANGE COUNTY, FLORIDA, a charter County and political subdivision of the State of Florida, ("County") whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and FAMILY PROMISE OF GREATER ORLANDO, INC., a Florida not for profit corporation ("FPGO") whose address is 1000 Clay St., Winter Park, FL 32789.

RECITALS

WHEREAS, County was a recipient of certain federal grant funding from the U.S. Department of Housing and Urban Development ("HUD") to provide financial assistance to qualified individuals under that certain HOPE 3 grant ("Grant"); and

WHEREAS, County, through its Housing and Community Development Division ("Program Administrator"), has continued to generate income from the discontinued Grant which County is authorized to use for continued housing assistance to qualified individuals; and

WHEREAS, in accordance with Section 197.502, Florida Statutes, County was conveyed ownership of a certain residential lot with an existing manufactured home, as more specifically described in Exhibit "A", attached hereto and incorporated by reference (hereinafter referred to as the "Property"); and

WHEREAS, County has determined that the Property would serve no County purpose and desires to improve the Property utilizing Grant funds for the purpose of providing affordable, low income housing; and

WHEREAS, FPGO represents that it is qualified as a not for profit corporation possessing the requisite skills, knowledge, qualifications and experience to take possession of the Property for the purpose of providing affordable housing to a low income household under its Partners In Housing program ("FPGO Program"); and

WHEREAS, the parties desire to enter into this Agreement in order to facilitate the conveyance of the Property to be used for affordable housing.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other valuable consideration, the receipt of which is hereby acknowledged, the County and FPGO do hereby agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement by reference.

Section 2. **Definitions.** Unless otherwise specified, the following terms shall be defined as follows:

2.1 *Affordable* shall be defined as that monthly, maximum total obligations to income ratio, (Debt Ratio) including mortgage payment, taxes and insurance that shall not exceed forty-five (45%) percent of the median adjusted gross annual income for households earning eighty (80%) percent or less of the Orlando Metropolitan Statistical Area ("MSA") median income.

2.2 *Low income* shall be defined as a household with an income that does not exceed eighty (80%) percent of the Area Median Income as defined and determined by HUD with adjustments made for household size.

Section 3. **County Responsibilities.**

3.1 County shall be responsible for the demolition and removal of the existing manufactured home, including attachments, existing septic tank and drain field currently on the Property.

3.2 County shall provide and install a new, singlewide manufactured home, which shall be a minimum of seventy hundred eighty (780) square feet in size, with two (2) bedrooms and two (2) baths ("Home").

3.3 The Home shall include all appliances, complete with all plumbing, electrical, thermal protection, HVAC system, and shall meet all current codes established by HUD and the U.S. Department of Energy for the construction of manufactured homes.

3.4 County, or its designee, shall ensure the Home is connected to electrical, water and wastewater facilities and that the Home has been classified as Real Property prior to the Property being conveyed to FPGO for occupancy.

3.5 County shall provide all necessary permits associated with the clearing of the Property and installation of the Home.

3.6 Upon completion of the work, as described herein, and upon final inspection by the County to ensure the Home is ready for occupancy, County shall convey the Property to FPGO, by County Deed, a copy of which is attached hereto and incorporated by reference as **Exhibit "B."**

Section 4. **FPGO Responsibilities.**

4.1 FPGO shall be responsible for performing all activities associated with qualifying a potential homebuyer under their Partners in Housing program and in accordance with the requirements set forth in this Agreement.

4.2 FPGO shall prequalify a potential homebuyer's by conducting an initial intake and assessment interview in order to determine income eligibility and the homebuyer's financial situation. All information collected by FPGO in this intake and assessment interview process shall be made available to the County upon request. FPGO shall notify the County upon identifying a qualified homebuyer for final approval ("Homebuyer").

4.3 FPGO shall provide the Homebuyer with a case manager for a period of no less than twelve (12) months ("Case Manager").

4.4 The Case Manager shall work with the Homebuyer in developing an individualized family service plan ("Service Plan"). The Service Plan shall include, but not be limited to, the following:

- a. Budget management;
- b. Credit counseling;
- c. Parenting & nutrition classes;
- d. Social Services connection and coordination;
- e. Assistance with navigating school and court systems;
- f. Job Training and employment searches; and
- g. Medical and dental care.

4.5 FPGO shall ensure the Case Manager maintains regular contact with the Homebuyer to monitor and document the Homebuyer's progress towards reaching the Service Plan goals. All records of the Case Manager, relating to the services provided under this Agreement, shall be made available to the County upon request.

4.6 Upon the Homebuyer's completion of the twelve (12) month FPGO Program and demonstrated fiscal responsibility, FPGO may transfer title of the Property to the Homebuyer and will record a five-year deferred mortgage and note in the amount of Ninety-Four Thousand Dollars (\$94,000) for the Property and associated improvements in substantially the forms attached hereto as **Exhibit "C"** (respectively referred to as "Mortgage" and "Note").

4.7 FPGO agrees to amortize the indebtedness secured by the Mortgage by forgiving the indebtedness at the end of five (5) years, which period of time shall commence upon the execution of the Mortgage and Note, conditioned upon the Homebuyer's compliance with the terms and conditions set forth in this Agreement.

4.8 FPGO shall require the Homebuyer, as a condition of occupancy and subsequent ownership, if any, to obtain and maintain adequate insurance for the Property and Home and to pay the cost utilities and any on-going maintenance costs (lawn care, etc.). Upon conveyance of the Property and Home to the Homebuyer, Homebuyer shall be responsible for the payment of all associated property taxes.

Section 5. Record Keeping.

5.1 FPGO shall verify, document and maintain records with information (i.e. family size and income) sufficient to verify that the Homebuyer's household income does not exceed the low income limit referenced herein. Source documentation evidencing annual income shall include, but is not limited to, verification of employment, wage statements, bank statements, unemployment compensation and other documents to confirm annual Homebuyer's household income in accordance with the established income guidelines attached hereto and incorporated by reference as **Exhibit "D."**

5.2 FPGO shall comply with all requests and requirements for information by the County and the Program Administrator.

Section 6. Records Management.

6.1 FPGO shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR §200.333 ("Retention Requirements for Records"), and the terms and conditions of this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator.

6.2 The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD, and/or any of their authorized representatives shall have full access and right to examine such records evidencing the Homebuyer's eligibility to receive assistance under this Agreement.

6.3 FPGO shall retain copies of all records relating to the services provided under this Agreement for a period of no less than five (5) years from the termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of this Agreement, FPGO shall maintain such records until the litigation (including any associated appeals), claim or audit findings have been resolved and for a period of five (5) years thereafter.

Section 7. Requirements for Personal Information Protection.

7.1 In accordance with Florida Statutes, FPGO shall take reasonable measures to protect and secure data in electronic form containing any personal information retain in the performance of any services relating to this Agreement. Personal information shall mean an individual's first name or first initial and last name in combination with any of the following:

- a. A social security number;
- b. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
- c. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
- d. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
- e. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

7.2 Personal information shall also include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

7.3 FPGO shall take reasonable measures to protect and secure data in electronic form containing personal information, identified in this section (collectively hereinafter "Personal Information"), that FPGO has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Agreement.

7.4 FPGO shall provide notice to the County as expeditiously as possible, but not later than forty-eight (48) hours, following the determination of a breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that FPGO has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.

7.5 Notice of such breach to the County shall include the following:

- a. a synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
- b. the number of individuals who were or potentially have been affected by the breach;
- c. a description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
- d. the name, address, telephone number, and e-mail address of the employee, agent or contractor from whom additional information may be obtained concerning the breach; and
- e. any additional information requested by the Program Administrator.

Section 8. Indemnification. To the fullest extent permitted by law, FPGO shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of FPGO or its sub-contractors or providers (if any), or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. Nothing herein shall constitute a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes. This Agreement does not extend sovereign immunity to FPGO.

Section 9. Term and Termination.

9.1 The Effective Date of this Agreement shall be from the last date of execution by both parties.

9.2 This Agreement shall be automatically terminated upon conveyance of the Property from FPGO to a qualified low income household.

9.3 The County may terminate or suspend this Agreement, in its sole discretion, in whole or in part for cause upon no less than twenty-four (24) hours prior written notice to FPGO. Termination for cause shall include, but not be limited to, the following:

- a. FPGO's failure to comply with any of the terms and conditions of this Agreement;
- b. FPGO's inability to perform under this Agreement for any reason;
- c. FPGO's violation of the conflict of interest or non-discrimination provisions of this Agreement.

9.4 FPGO shall continue to perform under this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

9.5 After receipt of a notice of termination of this Agreement, and except as otherwise directed, FPGO shall:

- a. Stop working under this Agreement on the date and to extent specified in the notice of termination; and
- b. Take any other actions directed in writing by the County.

Section 10. **Notice of Default.** Notwithstanding anything herein to the contrary, no party shall be considered in default for failure to perform under the terms and conditions hereof, unless said party shall have first received written notice specifying the nature of such failure, and said party failure to cure the same within thirty (30) days of receipt of such written notice, unless otherwise provided for in this Agreement.

Section 11. **Notices.** All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery address as follows:

As to County: Orange County
Housing and Community Development Division
Attention: Manager
525 East South Street
Orlando, FL 32801

With copy to: Orange County Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue
Orlando, FL 32801

As to FPGO: Family Promise of Greater Orlando, Inc.
Attn: Executive Director
1000 Clay St.
Winter Park, FL 32789

Section 12. **General Terms and Conditions.**

12.1 **Applicable Law.** FPGO shall abide by all applicable federal and State laws, rules and regulations relating to the services relating to this Agreement, whether presently existing or hereafter enacted or promulgated. FPGO shall comply with all HUD regulations and 24 CFR Part 570, as may be amended from time to time, and all federal regulations and policies issued pursuant to these regulations, whether or not set forth herein. FPGO shall comply with all other applicable federal, State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. This Agreement and the provisions contained herein shall be construed, controlled, interpreted, and governed by the laws of the State of Florida and duly adopted ordinances, regulations, and policies of Orange County, Florida, now in effect and those hereinafter adopted.

12.2 **Venue.** All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions set forth herein or by law in the Ninth Judicial Circuit, Orange County, Florida.

12.3 **Section 3 of the Housing and Urban Development Act of 1968 / Equal Opportunity.** FPGO shall comply with the provisions of Section 3 of the Housing and Urban

Development Act of 1968 (12 U.S.C. §1701u) and its implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low and very-low income persons. FPGO shall retain records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

12.4 Fair Housing Act. FPGO shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and the implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing); and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating their compliance.

12.5 Conflict of Interest. FPGO hereby certifies that no persons, who have exercised any functions or responsibilities, or who are in a position to participate in a decision making process or gain inside information, will obtain a financial interest or benefit, or have an interest in any contract, subcontract or Agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

12.6 Non-Discrimination. FPGO shall not, discriminate against any personal or family on the grounds of race, color, religion, national origin, familial status, sexual orientation or disability. FPGO shall comply with 42 U.S.C. §5301, et seq., 42 U.S.C. §6101, 29 U.S.C. §794, 24 CFR §570.602 and 24 CFR Part 6. FPGO shall also at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) and implementing regulations in 24 CFR Part 1. FPGO shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by FPGO shall include a provision for compliance with these regulations. FPGO shall keep records and documentation demonstrating compliance with these regulations.

12.7 No Compensation for Services. FPGO agrees that all services provided under this Agreement shall be at no cost to the County. County agrees to provide funding for all costs and expenses related to preparation of the Property and the purchase and installation of the Home. County shall not provide any form of compensation to FPGO for its services under this Agreement.

12.8 Assignment and Subcontracts. FPGO shall not assign any rights or duties under this Agreement to any other party without prior written consent by the County. If FPGO attempts to assign any such rights or duties, without the required prior written consent of the County, the County may declare this Agreement avoid and FPGO thereupon agrees to remit to County all properties transferred to and for the entire term of this Agreement.

12.9 Entire Agreement. This Agreement and attachments shall constitute the entire agreement between the parties regarding the Property and Home and shall supersede all previous discussions, understandings, and agreements. All items incorporated by reference are physically attached. No amendments, changes, or modifications to or waivers of this Agreement shall be valid or otherwise enforceable unless in writing signed by both parties. Any such amendment, modification, change or waiver shall become effective only upon prior execution by both parties.

12.10 Severability. The parties agree to renegotiate the Agreement if revision of any

applicable laws or regulations makes changes in this Agreement necessary. However, if any provision of this Agreement or the application of such provision should be rendered or declared invalid or unconstitutional by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect.

12.11 No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of principal/agent, employer/employee, or a joint venture partnership between County and FPGO.

12.12 Permits. FPGO shall procure and maintain, throughout the term of this Agreement, all licenses and permits applicable to its operations under federal, State and local laws and comply with all fire, health and other applicable regulatory codes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Orange County, Florida

BY: Orange County Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name

DATE: _____

Family Promise of Greater Orlando, Inc.

BY: Dorothea A. Aery
Dorothea A. Aery
Executive Director

DATE: 7/29/2016

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 29th day of July, 2016 by Dorothea A. Aery, Executive Director of Family Promise of Greater Orlando, Inc., a Florida not for profit corporation, on behalf of the corporation. Who is personally known to me or has produced FL Dr License, as identification.

[NOTARY SEAL]

Signature of Notary Public: Julia S. Kindell
Printed name: Julia S. Kindell
My Commission Expires: 10/28/2018



Julia Sabrina Kindell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF172233
Expires 10/28/2018

EXHIBIT "A"

**Property: 2200 Beach Avenue
Apopka, FL 32703**

Property Appraiser's Parcel ID # 30-21-28-4256-02-040

Lots 4 & 5, Block B of Lake Apopka Beach, Second Addition, according to the Plat thereof as recorded in Plat Book T, Page 106, of the Public Records of Orange County, Florida.

EXHIBIT "B"

Project: Beach Avenue, Apopka, FL 32703

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and Family Promise of Greater Orlando, Inc., a Florida not for profit corporation, whose address is 1000 Clay St., Winter Park, FL 32789, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

Lots 4 & 5, Block B of Lake Apopka Beach, Second Addition, according to the Plat thereof as recorded in Plat Book T, Page 106, of the Public Records of Orange County, Florida.

Property Appraiser's Parcel Identification Number:

30-21-28-4256-02-040

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: Beach Avenue, Apopka, FL 32703

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\1_Misc. Documents\B\Beach Ave, Apopka CD.doc 6/24/16bj

EXHIBIT "C"

MORTGAGE DEED AND NOTE

This instrument prepared by:

Family Promise of Greater Orlando, Inc.
1000 Clay St.
Winter Park, FL 32789

MORTGAGE DEED

DEFINITIONS

Words used in multiple sections of this Mortgage document are defined below.

(A) **"Security Instrument"** means this Mortgage document, which is dated _____, together with all exhibits and/or attachments made a part of this Mortgage and listed hereunder,

Exhibit A - Legal Description

Exhibit B – Mortgage Note in the Amount of \$94,000.00.

(B) **"Borrower"** is _____.
Borrower is also the Mortgagor under this Security Instrument.

(C) **"Lender"** is Family Promise of Greater Orlando, Inc. ("FPGO"). Lender's address is **1000 Clay St., Winter Park, FL 32789**, or at such a place as may hereafter be designated by written notice from the Mortgagee to the Mortgagor hereof. Lender is the Mortgagee under this Security Instrument. Whenever used herein the terms **"Mortgagor"** and **"Mortgagee"** include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of political subdivisions or corporations.

(D) **"Note"** means the promissory note signed by Borrower and dated _____.
The Note states that for value received, the Borrower promises to pay Lender, in a manner hereinafter specified the sum of (U.S. \$94,000.00) **Ninety-Four Thousand Dollars and no/100**, plus interest if required as hereinafter specified. The term "Note" includes all the notes hereinafter described if more than one.

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, if any, and any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument.

(G) **"Applicable Law"** means all controlling applicable federal, state and local laws, regulations, ordinances and administrative rules and orders (*that have the effect of law*) as well as all applicable final, non-appealable judicial opinions.

(H) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(I) **"Default"** is defined in the Mortgage Note under the default section, which indicates those actions that constitute default for the purposes of this Mortgage.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the property, as described in Exhibit A - Legal Description, which is situated in Orange County, Florida.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. This Security Instrument shall also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to, the FPGO Mortgage Note, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be considered one basis, but not the sole or limiting basis, for authorizing the Mortgagee to declare a default.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and other sums of money provided for in said Note and this Mortgage, or either; to pay all and singular the

taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature related to said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to maintain and pay all utilities (including electrical, water and wastewater facilities); to obtain and maintain adequate insurance for said property and the improvements; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants set forth in said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

The Borrower and Lender agree that so long as the Borrower remains the fee simple owner of the Property and continues to reside on the Property and is not in breach of any other obligation of this Mortgage, during the entire term of this Mortgage, which shall commence on the date of execution of this Mortgage, then the principal balance of this Mortgage shall not be amortized and will be forgiven five (5) years from the date of execution. If all of the terms and conditions of this Mortgage are met, the indebtedness secured by this Mortgage shall be forgiven in its entirety five (5) years after the date of execution of the Note and Mortgage.

If all or any part of the Property or an interest therein is sold or transferred by the Borrower, without the Lender's prior written consent, the Lender may, at its option, declare all sums secured by this Mortgage to be immediately due and payable. The Lender may, in its sole discretion, waive such option to accelerate if, prior to the sale or transfer, the Lender and the party to whom the Property is to be sold or transferred reach an agreement in writing that the party be subjected to and qualified under certain financial criteria or that such person otherwise be satisfactory to the Lender and that the interest payable on such sums be secured by this Mortgage at a rate acceptable to the Lender. Any such transfer shall incorporate and obligate the party to whom such transfer is made to the same terms and conditions as set forth in this Mortgage and Note

Upon forgiveness or repayment of the sums secured by this Mortgage, under the terms of this Mortgage and Note, the Lender shall release the lien associated therewith at no cost to the Borrower.

All subordination requests shall be submitted to the Lender for approval. The Lender shall review any such requests on a case-by-case basis and may decline to subordinate its interest for any or no reason.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Maker has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

Signature

Signature

Print or Type Name

Print or Type Name

Address:

Signature

Signature

Print or Type Name

Print or Type Name

Address:

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____ 20__, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____, who executed the foregoing instrument and who acknowledge before me that they executed the same and they are personally known to me or who have produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid

[NOTARY SEAL]

Signature of Notary Public: _____
Printed name: _____
My Commission Expires: _____

MORTGAGE EXHIBIT "A"

LEGAL DESCRIPTION

Lots 4 & 5, Block B of Lake Apopka Beach, Second Addition, according to the Plat thereof as recorded in Plat Book T, Page 106, of the Public Records of Orange County, Florida.

MORTGAGE EXHIBIT "B"

MORTGAGE NOTE

THIS MORTGAGE NOTE ("Security Agreement") is made on this _____ day of _____, 20____. The grantor is _____, (herein "Borrower/Mortgagor") whose address is _____. This Security Instrument is given to Family Promise of Greater Orlando, Inc. (FPGO), the "Lender". Lender's address is **1000 Clay St., Winter Park, FL 32789**, or at such a place as may hereafter be designated by written notice from FPGO to the Borrower/Mortgagor hereof. Borrower owes Lender the principal sum of **(U.S. \$94,000.00) Ninety-Four Thousand Dollars and no/100**. This debt is evidenced by the Borrower's note ("Note") dated the same date as this Security Instrument.

This Note and Mortgage securing same shall be for a period of **five (5) years at zero percent interest**, beginning on the date of execution of this Note and the accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default occurs, the Mortgage Note shall be due and payable in full. Payment in full shall be made within thirty (30) days of the declaration of default.
- B. This debt shall be permanently forgiven **five (5) years** after the date of the execution of this Note.

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEFAULT. The Maker of this Note or its successors shall be in default under any one or more of the following conditions:

- 1. The sale or any transfer of interest in subject home and real property, within **five (5) years** of the execution of this Note, by maker or maker's successors.
- 2. Refinancing of the property without prior consent from FPGO.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.

CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and the entire remaining unpaid principal balance will be due in full immediately upon default. FPGO's failure to excuse the default provision under this Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the property's address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to the Lender shall be given by certified or

registered mail, postage prepaid, sent to the Lender at 1000 Clay St., Winter Park, FL 32789, or at such a place as may hereafter be designated by written notice from the Mortgagee to the Mortgagor hereof.

This Note is secured by a mortgage on real estate, of even date herewith, made by the Maker in favor of the said Holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether brought by suit or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "Holder", "Maker" or "Payee" should be construed in the singular or plural as the context may require or admit.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Maker has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

Signature

Signature

Print or Type Name

Print or Type Name

Address:

Signature

Signature

Print or Type Name

Print or Type Name

Address:

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____, who executed the foregoing instrument and who acknowledge before me that they executed the same and they are personally known to me or who have produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

[NOTARY SEAL]

Signature of Notary Public: _____

Printed name: _____

My Commission Expires: _____

EXHIBIT "D"

INCOME GUIDELINES

Household Size	Low
1	\$32,800
2	\$37,450
3	\$42,150
4	\$46,800
5	\$50,550
6	\$54,300
7	\$58,050
8	\$61,800

DEFINITIONS:

Low: Households whose incomes do not exceed eighty (80%) percent of the median family income of the area, as defined and determined by HUD with adjustments for smaller and larger families.

NOTE: The incomes provided by HUD are subject to change.

EFFECTIVE: Income data effective as of March 31, 2016.

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding

AUTHORIZATION TO CONVEY CERTAIN COUNTY PROPERTY INTERESTS TO FAMILY PROMISE OF GREATER ORLANDO, INC.

Resolution No. _____

WHEREAS, Orange County, a political subdivision of the State of Florida, pursuant to its home rule power and Section 125.38 of the Florida Statutes (2015), has authority to determine that certain County property is not needed for County purposes and to convey said property, for a nominal price or otherwise, to the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of Florida, or any corporation or non-profit entity organized for the purpose of promoting community interest and welfare; and

WHEREAS, County owns a certain parcel of land within unincorporated Orange County (Tax Parcel ID: 30-21-28-4256-02-040), as more specifically described in Exhibit "A", attached hereto and made a part hereof by this reference (hereinafter the "Property"); and

WHEREAS, Family Promise of Greater Orlando, Inc. ("FPGO") is a qualified not for profit corporation which assists in the providing of affordable housing to low income households under its Partners in Housing program and intends to use the Property for affordable housing; and

WHEREAS, the County has determined that the Property has not been utilized by the County and is not needed for County purposes; and

WHEREAS, the County has agreed that conveying it to FPGO is in the interest of the public; and

WHEREAS, FPGO is qualified, as a not-for-profit entity organized for the purpose of promoting community interest and welfare, to make application for, and receive surplus County property pursuant to Section 125.38, Florida Statutes.

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

Section 1. The Board hereby determines that the Property is no longer needed for County purposes and that it is in the best interest of Orange County that its interests in the Property be conveyed to FPGO.

Section 2. The Board hereby directs that the Property be conveyed to FPGO by way of County Deed.

Section 3. Any previous resolutions of the Board relating to the Property inconsistent herewith are hereby repealed.

Section 4. The Board hereby directs that a certified copy of this Resolution be forwarded forthwith to FPGO.

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

ADOPTED on _____.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

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

By: _____
Deputy Clerk

Printed Name

Exhibit "A"

Lots 4 & 5, Block B of Lake Apopka Beach, Second Addition, according to the Plat thereof as recorded in Plat Book T, Page 106, of the Public Records of Orange County, Florida.

Project: Beach Avenue, Apopka, FL 32703

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and Family Promise of Greater Orlando, Inc., a Florida not for profit corporation, whose address is 2313 ½ North Orange Avenue, Orlando, FL 32804, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

Lots 4 & 5, Block B of Lake Apopka Beach, Second Addition, according to the Plat thereof as recorded in Plat Book T, Page 106, of the Public Records of Orange County, Florida.

Property Appraiser's Parcel Identification Number:

30-21-28-4256-02-040

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: Beach Avenue, Apopka, FL 32703

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\1_Misc. Documents\B\Beach Ave, Apopka CD.doc 6/24/16bj



Interoffice Memo

AGENDA ITEM

August 26, 2016

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

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

SUBJECT: September 20, 2016 – Consent Item
Supplemental Agreement to Transportation Agreement
North of Albert's PD 2015 Roads A, B and C (Section C-1)

The Supplemental Agreement to Transportation Agreement North of Albert's PD 2015 Roads A, B and C (Section C-1) between Westside Shoppes, LLC ("Developer") and Orange County allows for the Developer to design, permit and construct approximately 123 linear feet of transportation improvements in order to connect Road C to Tattant Boulevard. The County will reimburse the Developer for the actual costs of the roadway improvements in an amount not to exceed \$30,782.02. The terms for the reimbursement will follow the procedures outlined in the Transportation Agreement for North of Albert's PD 2015 Roads A, B and C (Section C-1) approved by the Board of County Commissioners on August 4, 2015 and recorded at Official Records Document # 20150414458.

The Roadway Agreement Committee approved the Supplemental Agreement on August 3, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Supplemental Agreement to Transportation Agreement North of Albert's PD 2015 Roads A, B, and C (Section C-1) by and between Westside Shoppes, LLC and Orange County providing for the Developer to design, permit and construct roadway improvements to connect Road C-1 to Tattant Boulevard and be reimbursed for actual costs not to exceed \$30,782.02. District 1

JEH|HEGB:rep

Attachments

Prepared by and after recording return to:
Dwight Saathoff, Esq.
7575 Dr. Phillips Blvd., Suite 265
Orlando, FL 32819

Tax Parcel I.D. No.: 25-23-27-5839-02-000
25-23-27-5839-01-000

**SUPPLEMENTAL
AGREEMENT**

to

**TRANSPORTATION AGREEMENT
NORTH OF ALBERT'S PD 2015
ROADS A, B, AND C (SECTION C-1)**

This Supplemental Agreement, effective as of the latest date of execution ("Effective Date"), is made and entered into by and between WESTSIDE SHOPPES, LLC ("Developer"), a Florida limited liability company, whose mailing address is c/o Unicorp National Developments, Inc., 7940 Via Dellagio Way, Suite 200, Orlando, Florida 32819, and Orange County, a charter county and political subdivision of the state of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

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

WHEREAS, the Westside Shoppes Property is a portion of the Property referenced in that certain Transportation Agreement "North of Albert's PD 2015 Roads A, B, and C (Section

C-1) approved by the Orange County Board of County Commissioners ("BCC") on August 4, 2015, and recorded in Official Records Book 10964, Page 6364, in the Public Records of Orange County, Florida (the "Transportation Agreement"); and

WHEREAS, the Transportation Agreement was entered into by North of Albert's, LLP, the School Board of Orange County, Florida, and County; and

WHEREAS, Developer is the successor in interest to title to the Westside Shoppes Property and is the party constructing Roads A, B, and C; and

WHEREAS, County and Developer desire to supplement the Transportation Agreement as set forth below and this Supplemental Agreement shall not affect the rights or obligations of any other party to the Transportation Agreement; and

WHEREAS, the original terms of the Transportation Agreement shall remain unchanged and in full force and effect; and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed thereto in the Transportation Agreement.

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

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

Section 2. Completion of Tattant Boulevard (a portion of Road C).

Developer is willing to modify the approved construction plans for E-Project 15-E-060 and to also permit and construct approximately 123 linear feet of certain transportation

improvements as generally depicted in Exhibit "C" attached hereto and incorporated herein in order to connect Road C to Tattant Boulevard at the current terminus of the Tattant Boulevard paved roadway improvements, (collectively, the "Additional Work"). The Parties acknowledge and agree that it is not necessary to acquire additional right-of-way in order to perform the Additional Work. County will expedite its review of the plans and permits for the Additional Work. County shall reimburse Developer for the Additional Work and, in connection with said reimbursement, both Parties shall follow the procedure and process for payment of Section C-1 Improvements as found in the applicable provisions of Section 3 of the Transportation Agreement. County and Developer hereby acknowledge and agree that the cost of the Additional Work shall be no more than \$30,780.02, as itemized on Exhibit "D" attached hereto and incorporated herein by this reference. Any change orders concerning Additional Work shall be treated consistent with the terms of Sub-section 5(iii)(g) of the Transportation Agreement.

Section 3. Notice. Any notice delivered with respect to this Supplemental Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Developer:	Westside Shoppes, LLC c/o Unicorp National Developments, Inc. 7940 Via Dellagio Way, Suite 200 Orlando, FL 32819 Attention: Mr. Charles Whittall
------------------	--

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

With a copy to: Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Section 4. Covenants Running with the Land. This Supplemental Agreement shall run with the Westside Shoppes Property and shall be binding upon and shall inure to the benefit and burden of the Parties and of the heirs, legal representatives, successors, and assigns of Developer and any person, firm, corporation, or other entity that may become the successor in interest to the Property.

Section 5. Recordation of Supplemental Agreement. An executed original of this Supplemental Agreement shall be recorded, at Developer's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

Section 6. Applicable Law. This Supplemental Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 7. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Supplemental Agreement and in the Transportation Agreement.

Section 8. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further

documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 9. Limitation of Remedies. County and Developer expressly agree that the consideration, in part, for each of them entering into this Supplemental Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Supplemental Agreement.

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

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

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

(b) *Limitations on Developer's remedies.* Upon any failure by County to perform its obligations under this Supplemental Agreement, Developer 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 Developer; 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 Supplemental Agreement by the other. Both Parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Supplemental Agreement. Venue for any actions initiated under or in connection with this Supplemental Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 10. Amendments. No amendment, modification, or other change to this Supplemental Agreement or the Transportation Agreement shall be binding upon the Parties unless in writing and executed by all the Parties hereto.

Section 11. Counterparts. This Supplemental Agreement may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 12. Utilities. This Supplemental Agreement does not address utility requirements. Developer shall coordinate with the Orange County Utilities Director, or its designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Supplemental 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

Printed name: _____


WESTSIDE SHOPPES, LLC, a Florida limited liability company

By: CW Family, LLLP, a Florida limited liability limited partnership, its Manager

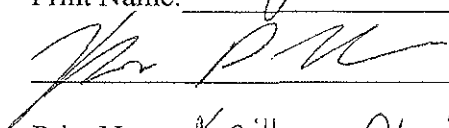
By: CW Family, LLC, a Florida limited liability company, its General Partner

By: 
Charles Whittall
Manager

Date: 8-23-16

WITNESSES: 

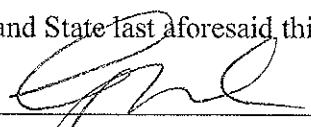
Print Name: Amy Barnard


Print Name: Kaithlyn Clark

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Charles Whittall, as Manager of CW Family, LLC, a Florida limited liability company, the General Partner of CW Family, LLLP, a Florida limited liability limited partnership, the Manager of Westside Shoppes, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 23rd day of August, 2016. 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 23rd day of August, 2016


Notary Public

Print Name: Amy Barnard

My Commission Expires: May 1, 2020

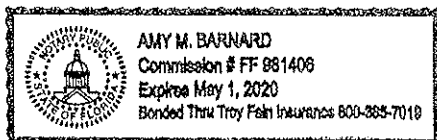


Exhibit "A"

Project Location Map

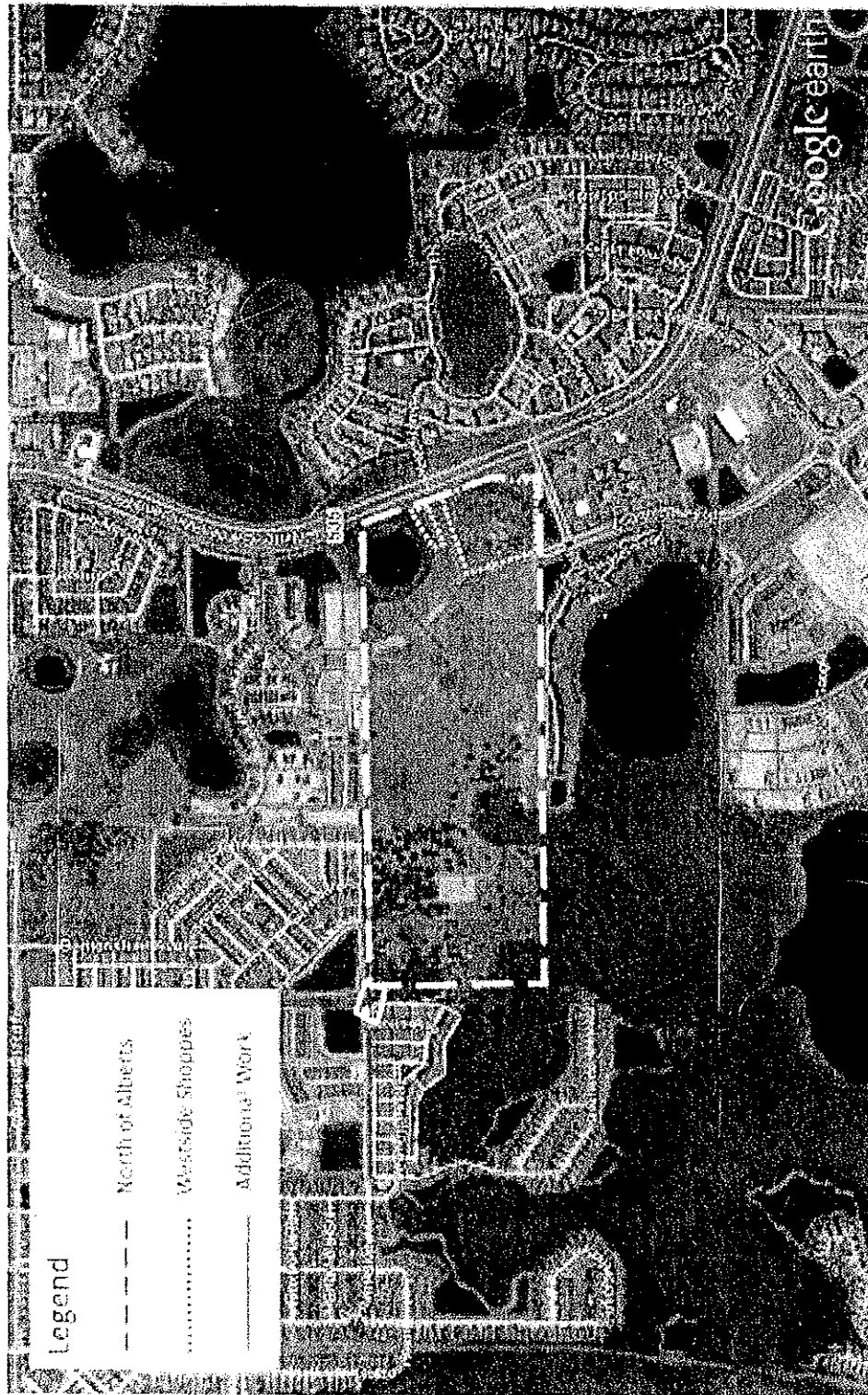
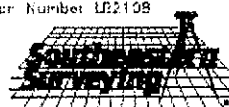
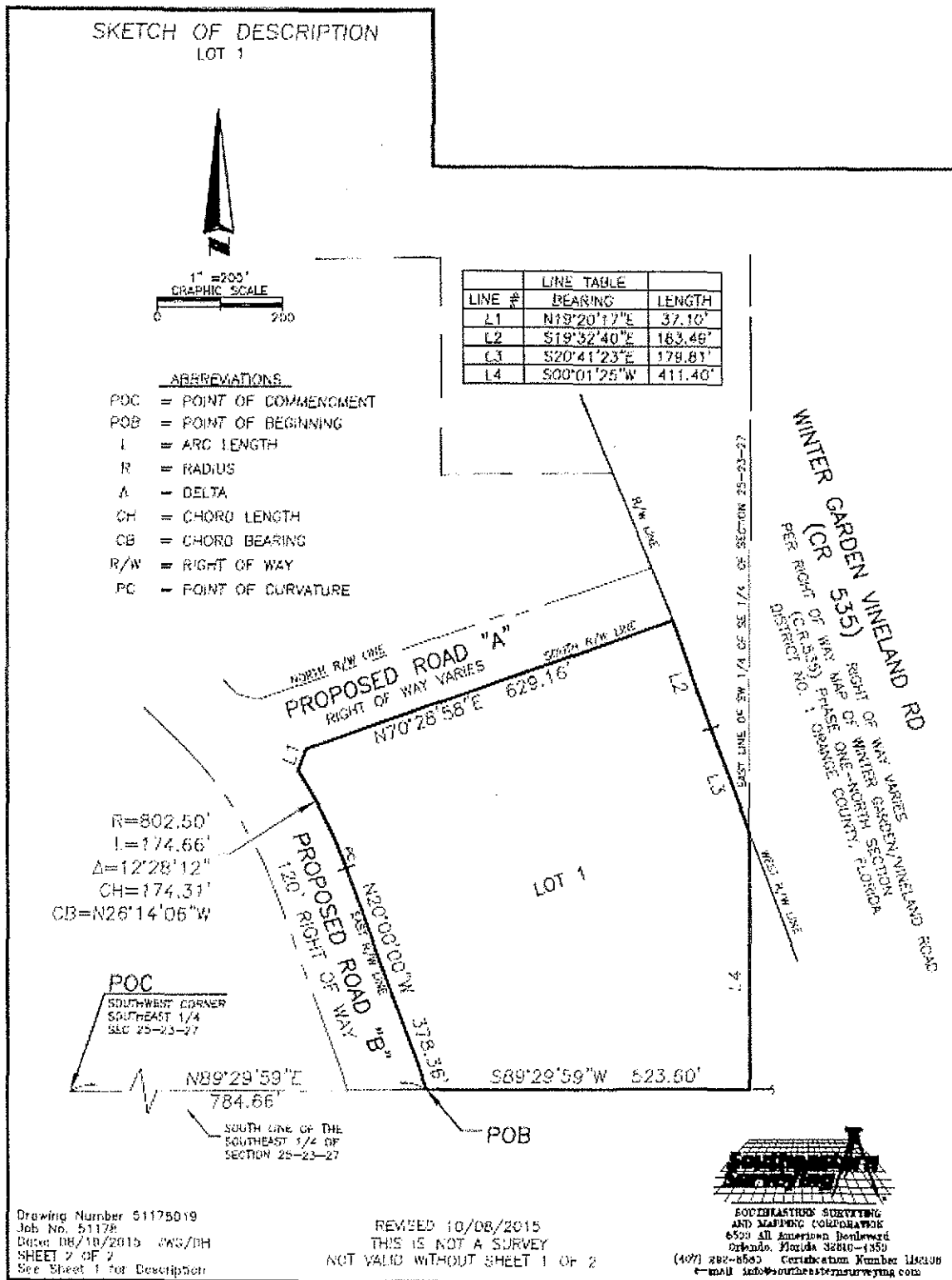


Exhibit "B"

Legal Description and Sketch of Description for Property

DESCRIPTION LOT 1		
<p><u>DESCRIPTION:</u></p> <p>LOT 1</p> <p>A portion of the Southwest quarter of the Southeast quarter of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:</p> <p>Commence at the Southwest corner of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida; thence North 89°28'59" East, a distance of 784.66 feet along the South line of said Southeast 1/4 of Section 25 to the East Right of Way line of Proposed Road "B" and the POINT OF BEGINNING; thence along the said East Right of Way line the following three (3) courses and distances: North 20°00'00" West, a distance of 378.36 feet to a point of curvature of a curve concave Southwesterly, having a radius of 802.50 feet and a central angle of 12°28'12"; thence Northwesterly along the arc of said curve a distance of 174.66 feet to a point on said curve; thence North 19°20'17" East, a distance of 37.10 feet to the South Right of Way line of Proposed Road "A"; thence North 70°28'58" East, a distance of 629.16 feet along said South Right of Way line to a point on the West Right of Way line of Winter Garden Vineland Road per Right of Way Map of Winter Garden/Vineland Road (C.R. 535), Phase One—North Section District No. 1, Orange County, Florida; thence along said West Right of Way line the following two (2) courses and distances: South 19°32'40" East, a distance of 183.49 feet; thence South 20°41'23" East, a distance of 179.81 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of aforesaid Section 25; thence South 00°01'25" West, a distance of 411.40 feet along said East line to aforesaid South line of the Southeast 1/4 of Section 25; thence South 89°28'58" West along said South line, a distance of 523.60 feet to the POINT OF BEGINNING.</p> <p>Containing 9.36 acres, more or less.</p>		
<p><u>SURVEYOR'S REPORT:</u></p> <ol style="list-style-type: none"> Bearings shown hereon are based on the South line of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida being North 89°28'59" East. 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 Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements. The Sketch of Description or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. 		
REVISED 10/08/2015		
<p style="text-align: center;">DESCRIPTION</p> <p style="text-align: center;">FOR</p> <p style="text-align: center;">Unicorp National Developments, Inc. Orange County Florida</p>	<p>Date: 08/19/2015 JWG/DH</p> <p>Job Number: 51178 Scale: 1" = 200'</p> <p>Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p style="text-align: center;">THIS IS NOT A SURVEY.</p> <p style="text-align: center;">NOT VALID WITHOUT SHEET 2 OF 2</p> <p style="text-align: center;">SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>	<p>Certification Number LR2108 E1178019</p> <div style="text-align: center;">  </div> <p style="text-align: center;">(407) 202-8085 Certification Number LR2108 <small>— issued 10-08-2015 by the State of Florida</small></p> <p style="text-align: center;">JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791</p>



DESCRIPTION
 LOT 2

DESCRIPTION:

A portion of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

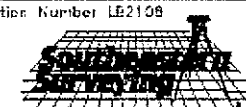
Commence at the Southwest corner of the Southeast Quarter of Section 25, Township 23 South, Range 27 East, Orange County, Florida thence North 89°29'59" East, a distance of 1308.26 feet along the South line of the Southeast 1/4 of said Section 25 to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 25; thence North 00°01'25" East, a distance of 411.40 feet along said East line to a point on the West Right of Way line of Winter Garden Vineland Road per Right of Way Map of Winter Garden/Vineland Road (C.R. 535), Phase One-North Section District No. 1, Orange County, Florida; thence along said West Right of Way line the following three (3) courses and distances: North 20°41'23" West, a distance of 179.81 feet; thence North 19°32'40" West, a distance of 200.09 feet; thence North 22°24'31" West, a distance of 75.49 feet to a point on the North Right of Way line of APF Road "A", per Official Record Book 10997, Page 6172, said point also being the POINT OF BEGINNING; thence along said North Right of Way line the following three (3) courses and distances: South 70°28'58" West, a distance of 243.47 feet; thence North 19°31'02" West, a distance of 7.53 feet; thence South 70°28'58" West, a distance of 131.42 feet; thence departing said North Right of Way line, North 19°31'02" West, a distance of 49.96 feet; thence North 73°00'00" East, a distance of 61.74 feet; thence North 25°28'56" East, a distance of 16.59 feet; thence North 66°02'05" East, a distance of 45.32 feet; thence North 59°12'23" East, a distance of 38.58 feet; thence North 54°49'34" East, a distance of 26.39 feet; thence North 49°40'18" East, a distance of 26.41 feet; thence North 52°11'00" East, a distance of 37.02 feet; thence North 77°54'04" East, a distance of 23.04 feet; thence North 39°56'52" East, a distance of 27.14 feet; thence North 70°28'58" East, a distance of 77.10 feet to a point on the aforementioned West Right of Way line of Winter Garden Vineland Road; thence South 22°24'31" East, a distance of 116.83 feet along said West Right of Way line to the POINT OF BEGINNING.

Containing 0.72 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of the Southeast 1/4 Section 25, Township 23 South, Range 27 East, Orange County, Florida being North 89°29'59" East.
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 Standards of Practice for Land Surveying Chapter 5J-17 requirements.
3. The Sketch of Description or the copies thereof are not valid without the signature and the original raised seal of a Florida Surveyor and Mapper.

REVISED 03/01/2016 EC
 REVISED 12/21/2015 EC

DESCRIPTION FOR Unicorp National Developments, Inc. Orange County Florida	Date: 08/19/2015 DM		Certification Number: LB2108 51176020  SOUTHERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4938 (407) 202-8087 Certification Number 102108 e-mail: info@southsurv.com www.southsurv.com JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4781
	Job Number: 61176	Scale: 1" = 100'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2 OF 2 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

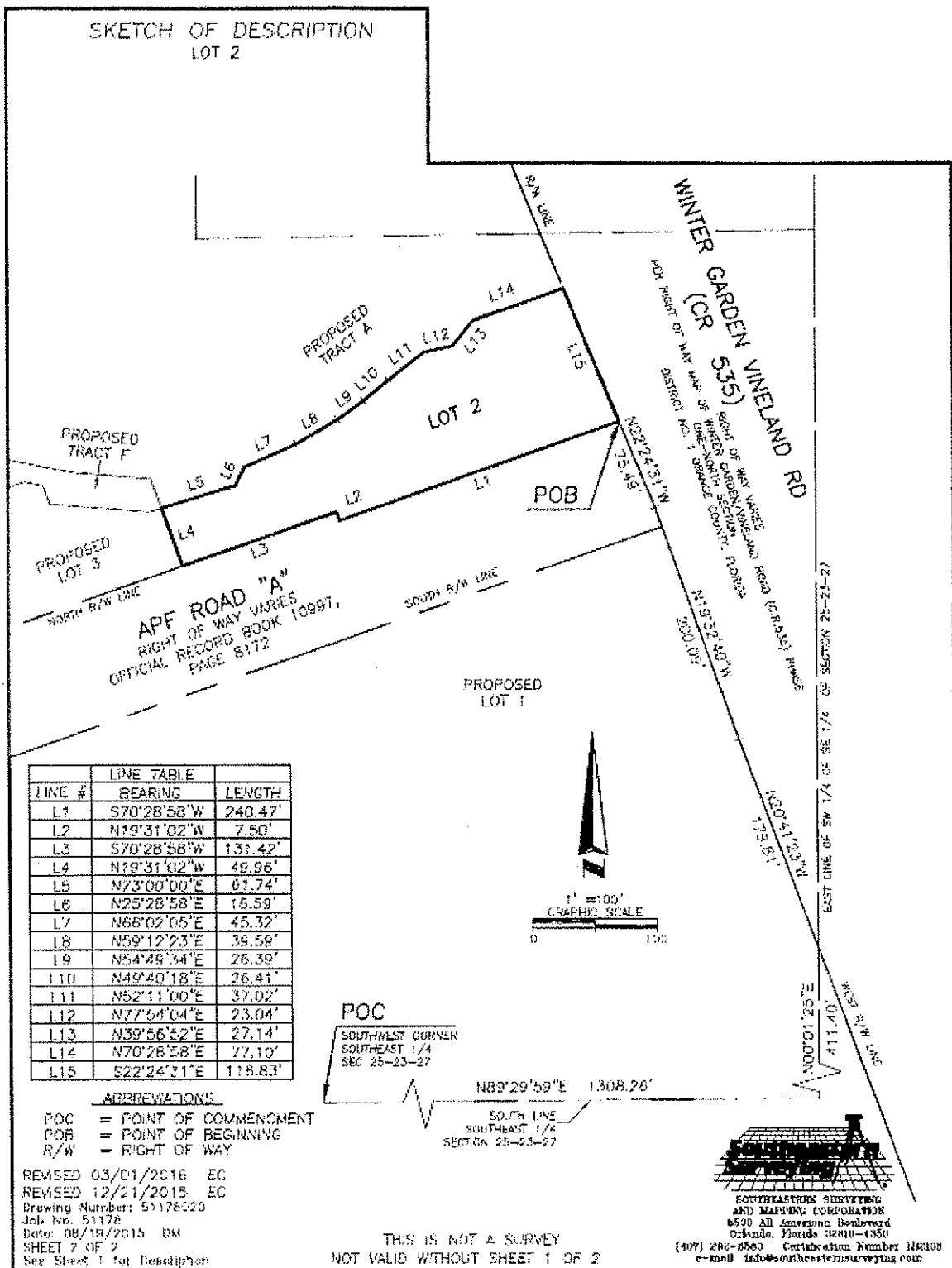


Exhibit "C"

Additional Work

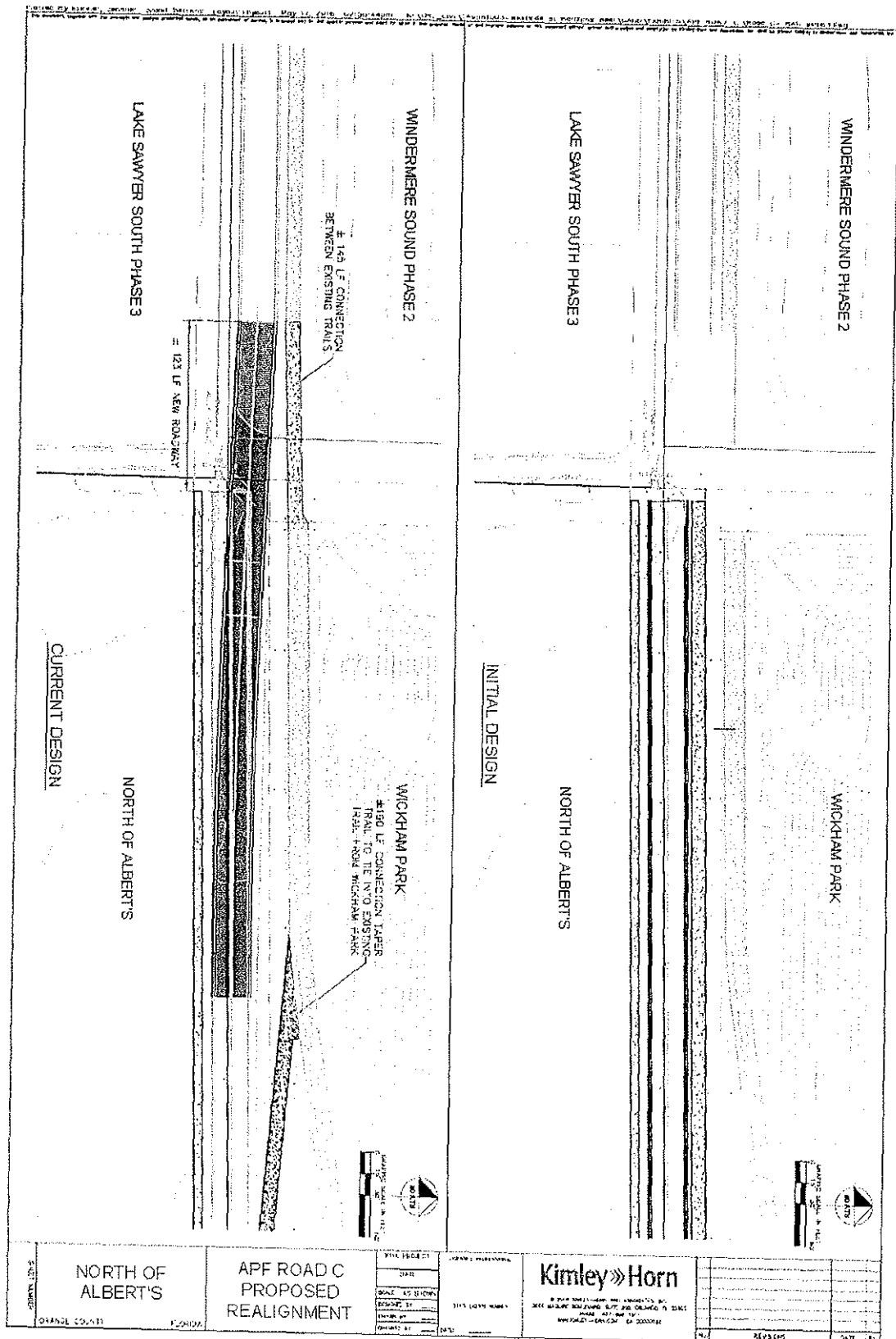


Exhibit "D"

Cost of Additional Work

WESTSIDE SHOPPES, LLC

7940 Via Dellagio Way, Suite 200
Orlando, FL 32819
Phone 407.999.9985

DATE: August 9, 2016
INVOICE # 1
FOR: *Construction Management for
APF Roads*

Bill To: Orange County

DESCRIPTION	AMOUNT
Road C - Off-Site Extension - Keator Construction	21,099.84
Road C - Off-Site Extension - Kimley-Horn & Associates	6,882.00
Subtotal	27,981.84
Westside Shoppes, LLC - Construction Management Fee (10%)	2,798.18
TOTAL	\$ 30,780.02

If you have any questions concerning this invoice, contact Brett Mulligan, 407.999.9985, brett@unicorpusa.com



Interoffice Memorandum

AGENDA ITEM

August 26, 2016

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

FROM: James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407-836-5610

SUBJECT: September 20, 2016 – Consent Item
Road Network and Mitigation Agreement
The Grow (a/k/a Lake Pickett South)
S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road

The Roadway Agreement Committee has reviewed a Road Network and Mitigation Agreement for The Grow (a/k/a Lake Pickett South) by and among American Land Investments of Orange County, LLC; Banksville of Florida, Inc.; Nivesa of Florida, Inc.; New Ideas, Incorporated; and Margot H. Lopez, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982 (collectively "Owners") and Orange County to fund transportation improvements and provide for a road network to mitigate the traffic impacts for the development. The Owners shall initially fund the total cost (including any change orders) of FDOT Project 239203-7 for the widening of S.R. 50 with a minimum initial payment of \$16 Million Dollars. In addition to the funding of S.R. 50, Owners agree to contribute \$12 Million Dollars (less any overages paid for the S.R. 50 widening) toward the widening of Chuluota Road from S.R. 50 to Lake Pickett Road. Such payment is required no later than September 1, 2021. Owners will receive vested trips for completion of certain thresholds. For the first threshold, payment of the Initial Contract Amount of \$16 Million Dollars or more, the Owners will receive 250 residential vested trips along with all 863 non-residential vested trips. For the second threshold of 50% completion of the S.R. 50 widening project as confirmed by FDOT, Owners will receive 250 residential trips. For the third threshold of completion of the S.R. 50 widening project as confirmed by FDOT, Owners will receive 671 residential vested trips. For the fourth and final threshold (to be completed on or before September 1, 2021), the payment of funds towards Chuluota Road widening, Owners will receive 893 residential trips. Building permits in Year 1 will be limited to 180 and then 200 building permits per year thereafter until final payment for threshold

Page Two

September 20, 2016 – Consent Item

Road Network and Mitigation Agreement

The Grow (a/k/a Lake Pickett South) S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road

four has been completed, at which point the restriction on building permits will be released. Owners will receive Transportation Impact Fee Credits for the amount of payments (other than any overages subject to a refund) made which may only be used within The Grow (a/k/a Lake Pickett South) development.

The Roadway Agreement Committee approved the Road Network and Mitigation Agreement on February 17, 2016 with the motion stating that the agreement terms are consistent with the deal points provided to the Board of County Commissioners on September 15, 2015 with a vote of 4-3 in favor of approval of that motion.

The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Road Network and Mitigation Agreement (The Grow (a/k/a Lake Pickett South) S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road by and among American Land Investments of Orange County, LLC, Banksville of Florida, Inc., Nivesa of Florida, Inc., New Ideas Incorporated, Margot H. Lopez, and Orange County to fund transportation improvements and provide for a road network to mitigate the traffic effects from The GROW Development. District 5

JEH/HEGB:rep

Attachment

Prepared by and after recording return to:

Dwight D. Saathoff, Esquire
Project Finance & Development, LLC
7575 Dr. Phillips Blvd., Suite 265
Orlando, FL 32819

Tax Parcel I.D. Nos.:
18-22-32-0000-00-025
20-22-32-0000-00-002
17-22-32-0000-00-002
18-22-32-0000-00-001
19-22-32-0000-00-001
08-22-32-0000-00-005

ROAD NETWORK AND MITIGATION AGREEMENT

(The Grow (a/k/a Lake Pickett South)
S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road

This Road Network and Mitigation Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and among (i) **AMERICAN LAND INVESTMENTS OF ORANGE COUNTY, LLC**, a Florida limited liability company ("Am Land"), **BANKSVILLE OF FLORIDA, INC.**, a Florida corporation ("Banksville"), **NIVESA OF FLORIDA, INC.**, a Florida corporation ("Nivesa"), **NEW IDEAS INCORPORATED**, a Florida corporation ("New Ideas"), and **MARGOT H. LOPEZ, AS SUCCESSOR TRUSTEE OF THE CHRIS-ANNA IRREVOCABLE TRUST UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1982 ("Lopez Trust")** (Am Land, Banksville, Nivesa, New Ideas, and Lopez Trust are sometimes hereinafter referred to individually as an "**Owner**" and collectively as the "**Owners**"); and (ii) **Orange County**, a charter county and political subdivision of the State of Florida ("**County**"). The Owners and the County are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties.**" Mailing addresses for the Parties shall be as set forth under Section 7.

WITNESSETH:

A. Banksville, Nivesa, New Ideas, and Lopez Trust own fee simple title to various parcels of property (collectively, the **“Property”** or the **“Properties”**) as depicted on the project location map attached as **Exhibit “A”** and incorporated herein (the **“Map”**).

B. Legal descriptions and tax parcel numbers of the parcels of property are contained on **Exhibit “B”** attached hereto and incorporated herein.

C. Banksville is the fee simple owner of the **“Banksville”** parcels as depicted on the Map and as more particularly described on **Exhibit “B.”**

D. Nivesa is the fee simple owner of the **“Nivesa”** parcel as depicted on the Map and as more particularly described on **Exhibit “B.”**

E. New Ideas is the fee simple owner of the **“New Ideas”** parcels as depicted on the Map and as more particularly described on **Exhibit “B.”**

F. Lopez Trust is the fee simple owner of the **“Lopez Trust”** parcel as depicted on the Map and as more particularly described on **Exhibit “B.”**

G. Am Land is under contract to purchase fee simple title to the **“Lopez Trust”** and **“New Ideas”** parcels.

H. The Owners are working cooperatively in connection with the planning of, and obtaining governmental approvals for, development of the Properties for a project generally known and referred to for planning purposes as **“The Grow,”** or **“Lake Pickett South,”** or the **“LPS”** project and, in this regard, have filed with the County that certain Orange County Comprehensive Plan (**“Comp Plan”**) Future Land Use Map Amendment Application – Amendment #2015-2-A-5-1 (the **“FLUM Amendment”**),

being considered for adoption by the Board of County Commissioners (“BCC”) as of even date herewith.

I. The Properties front S.R. 50 (the “**LPS S.R. 50 Frontage**”) as depicted on The Grow PD Regulating Plan being considered for approval by the BCC as of even date herewith. The Grow PD Regulating Plan depicts an internal road network with two proposed connections to S.R. 50 and is on file with Orange County.

J. The LPS S.R. 50 Frontage constitutes a section of the portion of S.R. 50 identified as Priority Number 3 on the MetroPlan Orlando FY 2020/21 – 2039/2040 Prioritized Project List – Surface Transportation Program on file with MetroPlan Orlando.

K. The LPS S.R. 50 Frontage also constitutes a section of the portion of S.R. 50 identified as Florida Department of Transportation (“**FDOT**”) Project 239203-7 (i.e. S.R. 50 from east of Old Cheney Highway to Chuluota Road) in the FDOT FY 2016 – 2020 Five Year Work Program on file with FDOT.

L. Certain Transportation Element policies of the Comp Plan reference the requirements for annual monitoring by the County of available transportation capacity as part of the Orange County Concurrency Management System, including the requirement to collect traffic counts on a countywide basis.

M. Owners have submitted a series of traffic studies, supplemental reports, and responses to requests for additional information in support of the applications for the FLUM Amendment and The Grow PD Regulating Plan (collectively, the “**Owner-Provided Traffic Study**”), as required by County, said Owner-Provided Traffic Study having been prepared in accordance with methodology accepted by the County. The

County also conducted an independent traffic study entitled Cumulative Traffic Assessment of Lake Pickett North PD and Lake Pickett South Comprehensive Plan Amendments dated June 7, 2015 (the “**Cumulative Study**”). Copies of the Owner-Provided Traffic Study and the Cumulative Study are on file with Orange County’s Transportation Planning Division.

N. For purposes of this Agreement, the LPS development program, trips, and trip generation rates included in The Grow PD Regulating Plan are summarized on **Exhibit “C”** attached hereto and incorporated herein.

O. The Parties hereby agree to a transportation improvement plan mitigating projected Lake Pickett South off-site road impacts through Owner funding of certain planned improvements to S.R. 50 and to Chuluota Road.

P. An element of the transportation improvement plan includes Owners’ payment of the “**S.R. 50 Funding**” (defined below) after FDOT completes the design, engineering, and permitting of certain S.R. 50 improvements included under FDOT Project 239203-7. FDOT has informed the County that it is prepared to finalize and sign an agreement regarding (i) this funding mechanism, and (ii) advanced construction of the aforesaid improvements (see copy of the FDOT letter to the County attached hereto as **Exhibit “D”** and incorporated herein). This type of County/FDOT agreement is generally known and referred to as a Locally Funded Project Agreement (“**LFPA**”). The LFPA for the advanced construction of the S.R. 50 improvements shall sometimes be referred to herein as the “**Advanced Construction LFPA**.” In the FDOT letter attached as **Exhibit “D”**, FDOT also indicates its expectation that it will repay to the County the amount of the Owners’ advance funding of the S.R. 50 Funding at the time funds become

available to FDOT if an “advanced reimbursement agreement” is executed with the County before the construction of the S.R. 50 improvements commences. The LFPA for the advanced reimbursement agreement shall sometimes be referred to herein as the **“Reimbursement LFPA.”** The FDOT repayment to the County shall be referred to herein as the **“FDOT Refund.”**

Q. S.R. 50 and Chuluota Road are both impact fee eligible.

R. The term **“LPS Escrow Agent”** shall mean the person or firm designated by the Owners from time to time, and who is acceptable to County, to perform the duties of the LPS Escrow Agent, as described herein.

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

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

Section 2. Roadway Funding Commitments.

a) S.R. 50.

- i. *Owners’ Responsibility to Fund.* Owners shall fund the total costs of construction (the amount of such costs of construction to be based on the scope of work, contingencies, and other requirements for such construction as determined by FDOT) of FDOT Project 239203-7 (**“S.R. 50 Funding”**). By their execution of this Agreement, Owners

acknowledge that County is not committing to use County funds to help pay for such construction.

ii. *Anticipated Funding Sequence.*

1. *Initial Estimated Costs.* FDOT has indicated to the Parties that it will not advertise for bids for construction of FDOT Project 239203-7 until it has received funds for the estimated construction costs pursuant to the Advanced Construction LFPA. Accordingly, Owners' initial payment (the "**Owners' Initial Payment**") under this Agreement shall be to pay to the County the greater of: (a) FDOT's estimated costs (the "**Initial Estimated Costs**") or (b) \$16 Million. Owners shall make the Owners' Initial Payment promptly after FDOT advises the County: (i) that FDOT is prepared to set the so-called "Advertise Date" in order to complete the FDOT process for contracting for construction of FDOT Project 239203-7 and (ii) of the Initial Estimated Costs. The County shall deliver the Initial Estimated Costs amount to FDOT and, if the Initial Estimated Costs are less than \$16 Million, it shall retain and use the difference (said difference shall be referred to herein as the "**Owners' Surplus**") in accordance with the terms of this Agreement.

2. *Initial Contract Amount.* After Owners make the Owners' Initial Payment and upon FDOT's selection of a contractor for the construction work and its determination of the contract amount

(the “**Initial Contract Amount**”), the County and Owners shall reconcile any difference between the Owners’ Initial Payment and the Initial Contract Amount payment as follows:

- a. If the Owners’ Initial Payment is less than the Initial Contract Amount, then Owners shall pay the short-fall to the County in accordance with FDOT’s requirements for timing of payment, so that the full amount of the Initial Contract Amount is timely funded.
- b. If the Owners’ Initial Payment is greater than the Initial Contract Amount, then County shall request FDOT to refund the difference in accordance with FDOT’s requirements for timing of payment and pursuant to the Advanced Construction LFPA. Further, if the Initial Contract Amount is less than \$16 Million, then these FDOT refund monies shall be deemed part of Owners’ Surplus to be held and used by County in accordance with the terms of this Agreement.

3. *Change Orders.* If, after the Initial Contract Amount is established, FDOT approves change orders increasing the anticipated total cost of construction of FDOT Project 239203-7 to levels greater than the Initial Contract Amount, then such increases shall be funded first out of the Owners’ Surplus, if any, until said Owners’ Surplus funds are fully depleted. If the amount of the

Owners' Surplus is not sufficient to fund the increases, then the Owners shall pay the short-fall to the County in accordance with FDOT's requirements for timing of payment. The total actual cost of construction, including all change orders, at the time FDOT issues a "final acceptance" notice to its contractor for FDOT Project 239203-7 shall be referred to herein as the "**Final Contract Amount.**" In the event the Final Contract Amount is less than \$16 Million, the County shall be free to use the balance of the Owners' Surplus without restriction under this Agreement and as it determines.

- iii. *Overages.* If the Final Contract Amount exceeds \$16 Million, then the difference shall be referred to herein as the "**Principal Overage.**" Any interest paid by FDOT to County on the Principal Overage only shall be referred to herein as the "**Interest Overage.**" The Principal Overage and the Interest Overage shall sometimes be referred to herein as the "**Overages.**"

The Overages shall be reimbursed by County to Owner in the form of cash from the FDOT Refund, if and when recovered by County from FDOT. However, if FDOT does not pay the FDOT Refund to the County, or if the FDOT Refund is for an amount less than the Final Contract Amount, including Overages, or if it has agreed to make such payment but the County has not recovered the FDOT Refund as of the time the Owners present payment of the "**Owners' Contribution to**

Chuluota Road Costs” (defined below) as set forth in sub-Section 2.b) below, then Owners’ payment amount shall be reduced at that time by the amount of the Principal Overage and the County shall pay any Interest Overage to Owner when and if recovered from the FDOT. If FDOT does not pay the FDOT Refund to the County or if the FDOT Refund is less than the Final Contract Amount, including Overages, then County shall not be obligated to reimburse cash money to Owners for the cash portion of the Overages not paid by FDOT and Owners’ sole means of reimbursement for any Overage amounts (note: if FDOT does not pay the FDOT Refund then, by definition, there will be no Interest Overage), shall be in the form of the credit set forth in sub-Section 2.b) below.

- iv. *Owners’ Payments.* All payments due from Owners to County under this Agreement shall be made by check(s) payable to the Orange County Board of County Commissioners delivered to the Orange County Community, Environmental, and Development Services Department, Attn: Manager, Transportation Planning Division, Orange County Public Works Complex, 4200 S. John Young Pkwy, Orlando, Florida 32839-9205. It is anticipated herein that there will be multiple funding events. In each such event, once County has received check(s) from the Owners [the LPS Escrow Agent shall provide the County with a list of each Owner making a contributing payment to the County in connection with the funding of the Initial Contract Amount and of the Owners’ Contribution to “Chuluota Road Costs” (as defined in sub-Section 2(b) below) totaling the amount of

funds required in connection with such event], County shall deposit the check(s). Once the check(s) have cleared relating to the S.R. 50 Funding, County shall expeditiously pay the amount of funds received to FDOT pursuant to the Advanced Construction LFPA. If the County deposits a check that does not clear with respect to either the Owners' Initial Payment or the reconciliation of the funding of the Initial Contract Amount, the County shall make reasonable efforts to return cleared funds to the other Owners making a contributing payment whose checks cleared within thirty (30) days of County receiving notice from its depository institution of the failure of a check to clear. If the County deposits a check from an Owner that does not clear with respect to the need to fund a change order, then (A) the County shall retain cleared funds to pay FDOT for the change order; and (B) the other Owners shall be responsible, jointly and severally, to fund the balance in accordance with FDOT's requirements for timing of payment.

- b) *Chuluota Road*. In addition to the S.R. 50 Funding, Owners shall also contribute \$12 Million, less a credit in the amount of the Overages, if any (said contribution herein referred to as the **"Owners' Contribution to Chuluota Road Costs"**) towards the County's anticipated cost of widening the segment of Chuluota Road from between S.R. 50 and Lake Pickett Road (**"Chuluota Road Costs"**); provided, however, in the event the County has reimbursed the Overages to the Owners prior to the time Owners make the Owners' Contribution to Chuluota Road Costs, then the amount of such

payment shall be \$12 Million without further credit. Payment of the Owners' Contribution to Chuluota Road Costs shall be made no later than six (6) months after the County notifies Owners that County has completed the preliminary design study, right-of-way and easement acquisition, and design, engineering, and permitting of the Chuluota Road improvements; provided, however, notwithstanding the foregoing, in no event shall Owners' payment be required earlier than forty-two (42) months after FDOT sends County notice of the Initial Contract Amount pursuant to Section 2 (a) above, except that in all events such payment must be made by Owners to County no later than September 1, 2021. If the Chuluota Road Costs are less than \$12 Million, Owners will nevertheless fund the entire amount of the Owners' Contribution to Chuluota Road Costs but with a credit for any remaining unpaid Overages if Owners have not yet recovered same from County out of the FDOT Refund. Owners may elect to pay Owners' Contribution to Chuluota Road Costs to County prior to the time otherwise required above.

c) *Use of Trips.*

- i. *General.* Lake Pickett South is planned as a mixed use project with residential and non-residential uses. Trips for these uses shall be available for use in phases based on "performance thresholds," three tied to S.R. 50 and one tied to Chuluota Road. In addition, the timing of the issuance of building permits for residential units associated with S.R. 50 thresholds and corresponding trips available for use shall be as described below.

1. S.R. 50: The three S.R. 50 performance thresholds are as follows:

- a. All 863 non-residential use trips (i.e. the retail/commercial and office uses and trips as identified on **Exhibit "C"**) and 250 residential use trips (i.e. either or both the single family detached or attached uses and trips as identified on **Exhibit "C"**) shall be immediately available for use upon Owners' full payment of the Initial Contract Amount (the "**First S.R. 50 Threshold**");
- b. 250 residential use trips (i.e. either or both the single family detached or attached uses and trips as identified on **Exhibit "C"**) shall be immediately available for use upon FDOT confirmation of its completion of 50% of construction of the FDOT Project 239203-7 improvements;
- c. 671 residential use trips shall be immediately available for use upon FDOT's "final acceptance" notice to its contractor and confirmation of its completion of 100% of construction of the FDOT Project 239203-7 improvements.

2. Chuluota Road: The one performance threshold for Chuluota Road is for Owners to make full payment to County of the Owners' Contribution to Chuluota Road Costs, whereupon all of the remaining project trips (i.e. 893 residential trips) shall be immediately available for use.

- ii. *Residential Building Permits*. Residential building permit issuance for residential units associated with trips available for use shall not exceed 180 in year 1 (i.e. the first 12 months after satisfaction of the First S.R. 50 Threshold) and 200 (plus previously authorized but unused permits from prior years) per year thereafter until Owners' payment of the Owners' Contribution to Chuluota Road Costs. Said permits shall be tracked by the

LPS Escrow Agent and reported to the County, as agreed by the Parties.

Upon Owners' full payment of the Owners' Contribution to Chuluota Road Costs, the trips available for use and the restrictions per the terms of this Agreement on the timing of the issuance of building permits shall no longer be applicable.

- iii. *Trips Available for Use - Definition.* As for the non-residential uses described in Exhibit "C," when a trip or trips are said to be "available for use," or similarly described herein, it means that said trip or trips are available to satisfy all of the County's transportation concurrency requirements - allowing development of the uses and the amount of square feet projected to generate trips equivalent to the number of available trips per Exhibit "C" - including, but not limited to, the requirements for platting or commercial site plan review. As for residential uses, when a trip or trips are said to be "available for use" or similarly described herein, it means that said trip or trips are available to satisfy all of the County's transportation concurrency requirements - allowing development of the number and type of residential units projected to generate trips equivalent to the number of available trips per Exhibit "C" - including, but not limited to, the requirements for platting.

Section 4. Transportation Impact Fee Credits. Promptly upon Owners making the payments (and the checks clearing for the amounts then due) towards the S.R. 50 Funding, or the full payment of the Owners' Contribution to Chuluota Road Costs, respectively, County shall establish a transportation impact fee credit account for the benefit of Owners (the

“LPS Credit Account”). In this regard, County shall credit on its books to the LPS Credit Account, for purposes of Article IV of Chapter 23 of the Orange County Code, as may be amended, (the “**Impact Fee Ordinance**”), the amounts of these credits as and when the payments are made. Owners may utilize, sell, assign, and/or transfer any or all of these credits in accordance with the Impact Fee Ordinance and Section 5 herein in order to off-set County transportation-related assessments with respect to development activities within the LPS project only. Any amounts other than any Interest Overage refunded by County to Owners, or credited to Owners’ Contribution to Chuluota Road Costs, pursuant to the terms of this Agreement including, but not limited to, Overages shall be deducted from the amount of such impact fee credits otherwise due to Owners.

In the event transportation impact fee collections in Orange County are replaced in whole or part, or supplemented, with a transportation mobility fee or other fee, charge, or tax relating to the use of capacity on the County’s road network, this Agreement shall remain in full force and effect, except that the name of the new fee shall automatically be substituted for the term “impact fee(s)” throughout the text of this Agreement. The Parties acknowledge that a mobility fee may include components for pathways and/or transit operations that are not included as part of the impact fee formula. Notwithstanding that circumstance, the mobility fee shall be used dollar for dollar in the same manner that impact fees are used under the terms of this Agreement.

Section 5. LPS Escrow Agent Owners shall notify the County of the name and address of the LPS Escrow Agent no later than when Owners make payment of the Owners’ Initial Payment. County acknowledges that the entity selected by Owners as the LPS Escrow Agent shall be reasonably acceptable to County if said entity is either: (a) an Owner who is either a trust or a corporate entity legally established in the state of its incorporation, (b) a law firm

with attorneys licensed to practice law in the State of Florida and with an office located in Orange County, Florida, or (c) a title insurer or title insurance agency licensed in the State of Florida. Owners shall ensure that the LPS Escrow Agent shall track and report to the County the Owners' actions as contemplated herein including, but not necessarily limited to: (i) each Owner's contribution towards the funding of the various performance threshold payments; (ii) each Owner's share of any FDOT refunds or of any credits due against the Owners' Contribution to Chuluota Road Costs; (iii) the trips available for use and impact fee credits and the Owners' allocation of said trips and impact fee credits among Owners; (iv) the assignment and use of trips and impact fee credits; (v) the issuance of building permits while the restriction on the issuance of building permits is still applicable as set forth in sub-Section 3 (c)ii; and (vi) FDOT's confirmation of 50% and 100% completion of construction of the FDOT Project 239203-7 improvements. The LPS Escrow Agent shall establish an impact fee credit ledger for the Property and impact fee credit sub-accounts for each of the Owners based on the Owners' payments and the Allocations. The LPS Escrow Agent shall reconcile the LPS Credit Account with the ledger. The approved form of assignment of transportation impact fee credits is attached hereto as **Exhibit "G"** and incorporated herein by reference.

For purposes of the foregoing, County shall make deductions from the LPS Credit Account from time to time only upon receipt of written direction from an Owner (or from such person or entity to whom an Owner expressly may assign this authority, in writing, in the future) and presentation of a valid assignment of transportation impact fee credits to effect the particular deduction.

Section 6. Transportation Concurrency Satisfaction. This Agreement satisfies the transportation concurrency evaluation requirements of Ch. 30, Article XII, as may be amended,

of the Orange County Code (the “Concurrency Management Code”) for the LPS project uses, densities/intensities, and residential units - as contained in the BCC-approved The Grow PD Regulating Plan – and corresponding trips, all of which are summarized on Exhibit C of this Agreement for convenience. Further, Owners’ satisfaction of a performance threshold making trips available for use shall also satisfy the transportation concurrency requirements for such trips and the Owners’ development of the LPS project uses, densities/intensities, and residential uses corresponding to such trips and, upon Owners’ request, County shall issue a capacity reservation certificate for such trips. Owners understand and agree that change(s) to The Grow PD Regulating Plan which may increase the project trips shall require a concurrency evaluation by County and may result in the need for additional mitigation by Owners. The Owners have agreed amongst themselves to allocate the development program uses, densities/intensities and corresponding trips in accordance with the schedule attached hereto as **Exhibit “E”** (the “**Allocations**”). For purposes of this Agreement, the County may rely on these Allocations unless notified otherwise by the LPS Escrow Agent. Confirmation letters of trips available for use in accordance with the Allocations (a “**Confirmation Letter**”) shall be issued by the Transportation Planning Division following County’s receipt of each of the Owners’ payments. The form for the Confirmation Letters is attached hereto as **Exhibit “F.”** Upon presentation of a Confirmation Letter, the transportation portion of the County’s concurrency review fee shall be waived.

Section 7. Locally Funded Project Agreements. Upon its execution of this Agreement, County shall diligently and in good faith conduct negotiations with FDOT to finalize and execute the Advanced Construction LFPA no later than when FDOT completes the design, engineering, and permitting of the FDOT Project 239203-7 improvements; County and FDOT

execution of the Advanced Construction LFPA is a condition precedent to the Parties' performance under this Agreement. County shall also diligently and in good faith initiate and continue negotiations with FDOT to finalize and execute the Reimbursement LFPA no later than time of the commencement of construction of the S.R. 50 improvements.

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

As to Am Land:	American Land Investments of Orange County, LLC 7575 Dr. Phillips Blvd., Suite 265 Orlando, Florida 32819 Attention: Dwight Saathoff
As to Banksville and Nivesa:	Banksville of Florida, Inc./Nivesa of Florida, Inc. 2665 South Bayshore Drive, Suite 220-81 Miami, Florida 33133 Attention: David Martinez
As to New Ideas and Lopez Trust:	New Ideas, Inc./Chris-Anna Trust 1512 S. Roosevelt Blvd Key West, Florida 33040 Attention: Margot Lopez
As to County:	Orange County Administrator P.O. Box 1393 201 S. Rosalind Ave Orlando, FL 32802-1393

With a copy to:

Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Section 9. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties and any person, firm, corporation, or other entity that may become the successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 4 to instruct County to make deductions from the LPS Credit Account shall remain with Owners unless expressly assigned in writing to another by Owners.

Section 10. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Owners' expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

Section 11. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 12. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 13. Further Documentation. The Parties agree that at any time following a request therefor by the other Party, each shall execute and deliver to the other Party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either Party hereunder and the consummation of the transactions contemplated hereby.

Section 14. Limitation of Remedies. County and Owners expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

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

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

(b) *Limitations on Owners' remedies.* Upon any failure by County to perform its obligations under this Agreement, Owners 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 Owners; or
- (iv) any combination of the foregoing.

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

Section 15. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 16. Counterparts. This Agreement and any amendment(s) may be executed in up to six (6) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signatures appear on following pages]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

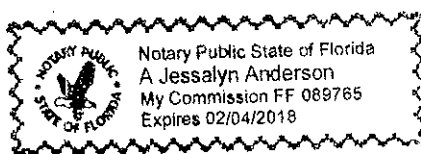
Printed Name: _____

<p>WITNESSES:</p> <p><u>Pauline D McNally</u> Print Name: <u>Pauline D McNally</u></p> <p><u>[Signature]</u> Print Name: <u>Daryl Moss</u></p>	<p align="center">"AM LAND"</p> <p>AMERICAN LAND INVESTMENTS OF ORANGE COUNTY, LLC, a Florida limited liability company</p> <p>By: AMERICAN LAND INVESTMENTS OF CENTRAL FLORIDA, LLC, a Florida limited liability company, Its Managing Member</p> <p>By: <u>[Signature]</u> Name: Dwight Saathoff Title: Co-Managing Member Date: <u>May 5, 2016</u></p>
---	--

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Dwight Saathoff, Co-Manager of American Land Investments of Central Florida, LLC, the Managing Member of American Land Investments of Orange County, LLC, a Florida limited liability company, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 5th day of MAY, 2016. 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 5th day of MAY, 2016.



A. Jessalyn Anderson
Notary Public

Print Name: A JESSALYN ANDERSON

My Commission Expires: 2/4/18

WITNESSES:

Print Name: Angel Rodriguez

Print Name: Lily Gonzalez

"BANKSVILLE "

BANKSVILLE OF FLORIDA,
INC., a Florida corporation

By: [Signature]

Name: David Martinez

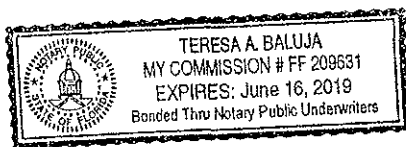
Title: President

5/10/16

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by David Martinez, the President of Banksville of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 10 day of May, 2016. (He is personally known to me) or has produced _____ as identification and did/did not take an oath.


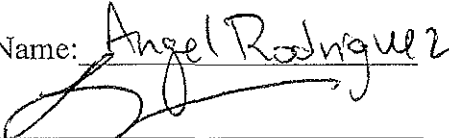

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of May, 2016.



Notary Public

Print Name: Tereza Baliva

My Commission Expires: 6/6/19

<p>WITNESSES:</p>  _____ Print Name: <u>Angel Rodriguez</u>  _____ Print Name: <u>Lily Campbell</u>	<p>"NIVESA "</p> <p>NIVESA OF FLORIDA, INC., a Florida corporation</p> By:  _____ Name: David Martinez Title: President 5/10/16
---	---

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by David Martinez
the President of Nivesa of Florida, Inc., a Florida corporation, on behalf of the company, who is
known by me to be the person described herein and who executed the foregoing, this 10 day of
May, 2016. He is personally known to me or has produced _____ as
identification and did/did not take an oath.

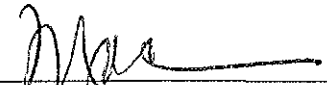
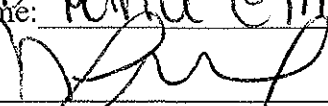
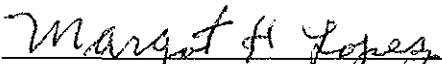
WITNESS my hand and official seal in the County and State last aforesaid this 10 day
of May, 2016.



Notary Public

Print Name: Teresa Baluja

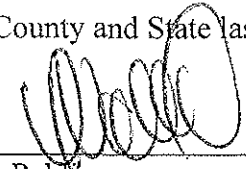
My Commission Expires: 6/16/19

WITNESSES:  _____ Print Name: <u>Maria Garcia</u>  _____ Print Name: <u>Nicole Caboy</u>	"NEW IDEAS" NEW IDEAS INCORPORATED , a Florida corporation By:  _____ Name: Margot H. Lopez Title: President <u>5/5/16</u>
---	--

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me by Margot H. Lopez, as President of New Ideas Incorporated, a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 5 day of May, 2016. She is personally known to me or has produced FLDL as identification and did/did not take an oath.

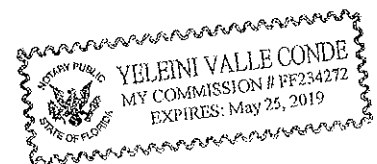
WITNESS my hand and official seal in the County and State last aforesaid this 5 day of May, 2016.



Notary Public

Print Name: Yeleini Valle

My Commission Expires: May 25, 19



<p>WITNESSES:</p> <p><u>[Signature]</u> Print Name: <u>Maria Garcia</u></p> <p><u>[Signature]</u> Print Name: <u>Nicole Laboy</u></p>	<p style="text-align: center;">"LOPEZ TRUST "</p> <p>MARGOT H. LOPEZ, AS SUCCESSOR TRUSTEE OF THE CHRIS-ANNA IRREVOCABLE TRUST UNDER TRUST AGREEMENT dated September 1, 1982</p> <p>By: <u>Margot H Lopez</u> Name: Margot H. Lopez Title: Successor Trustee <u>5/5/16</u></p>
---	--

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me by Margot H. Lopez, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982, on behalf of the trust, who is known by me to be the person described herein and who executed the foregoing, this 5 day of May, 2016. He is personally known to me or has produced FL DL as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of May, 2016.

[Signature]
Notary Public

Print Name: Yeleini Valle

My Commission Expires: May 25, 19

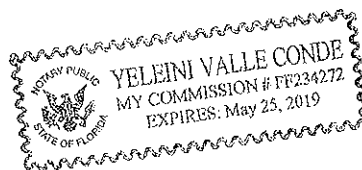


Exhibit "A"



Exhibit "B"

Property Descriptions

EXHIBIT "B"

Banksville Property:

Orange County Tax Parcel Nos.: 18-22-32-0000-00-001 & 19-22-32-0000-00-001

That portion of the Northeast 1/4 of Section 19, Township 22 South, Range 32 East, Orange County, Florida, lying Northerly of the North right of way line of State Road 50 and Easterly of the East right of way line of South Tanner Road.

AND

That part of Section 7, lying South of State Road 420 and East of South Tanner Road;

That part of W-1/2 of SW-1/4 and W-1/2 of E-1/2 of SW-1/4 of Section 8, lying South of State Road 420;

The N-1/2 of NW-1/4 (LESS East 100 feet of NE-1/4 of NW-1/4, LESS East 50 feet of the SE-1/4 of NE-1/4 of NW-1/4); SW-1/4 of NW-1/4; The West 3/4 of SE-1/4, of NW-1/4, all in Section 17;

That part of N-1/2 of Section 18, lying East of South Tanner Road; all being Township 22 South, Range 32 East, Orange County, Florida.

Nivesa Property:

Orange County Tax Parcel No.: 08-22-32-0000-00-005

SW 1/4 OF SE 1/4 & E 1/2 OF SE 1/4 OF SW 1/4 (LESS BEG SE COR OF SEC RUN W 1303.93 FT FOR POB RUN N 1285.95 FT W 350.25 FT TH S 1143.84 FT S 41 DEG E TO SEC LINE TH E TO POB) & (LESS PT LYING IN FOLLOWING DESC COMM NE COR OF SEC 17 TH W 1303.93 FT TO SE COR OF SW 1/4 OF SE 1/4 OF SEC 8 TH N 1285.95 FT W 320.25 FT TO POB TH S 1143.85 FT S 41 DEG E 277.47 FT S 230.41 FT S 11 DEG E 382.39 FT W 573.85 FT N 1934.65 FT E 430.03 FT TO POB) IN SEC 08-22-32 & IN SEC 17-22-32 THE E 1/4 OF SE 1/4 OF NW 1/4 & E 100 FT OF NE 1/4 OF NE 1/4 OF NW 1/4 & E 50 FT OF SE 1/4 OF NE 1/4 OF NW 1/4 & NE 1/4 (LESS BEG 1159.16 FT S OF NE COR RUN S 77 DEG W 306.06 FT S 847.72 FT S 48 DEG W 439.09 FT S TO S LINE OF NE 1/4 E TO

E ¼ COR N 1507.64 FT TO POB) & (LESS THAT PART LYING IN THE FOLLOWING DESC - BEG NE COR OF SEC RUN W 1303.93 FT FOR POB TH S 252.02 FT N 41 DEG W TO A POINT ON SEC LINE RUN E TO POB) & (LESS PT LYING IN FOLLOWING DESC COMM NE COR OF SEC 17 TH W 1303.93 FT TO SE COR OF SW ¼ OF SE ¼ OF SEC 8 TH N 1285.95 FT W 320.25 FT TO POB TH S 1143.85 FT S 41 DEG E 277.47 FT S 230.41 FT S 11 DEG E 382.39 FT W 573.85 FT N 1934.65 FT E 430.03 FT TO POB) & (LESS COMM NE COR OF SEC TH RUN W 1303.93 FT TO NE COR OF NW ¼ OF NE ¼ TH S 252.02 FT S 87 DEG W 166.52 FT FOR POB TH S 380.22 FT W 40 FT N 11 DEG W 382.39 FT N 87 DEG E 112.22 FT TO POB) SEE 3537/712

New Ideas Property:

Orange County Tax Parcel Nos.:18-22-32-0000-00-025 & 20-22-32-0000-00-002

PARCEL 1:

Being that portion of the North Half of the East Three Quarters of Section 20, Township 22 South, Range 32 East, Orange County, Florida, lying Northerly of State Road No. 50 and Westerly of the Northerly projection of and also the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida.

TOGETHER WITH the Westerly 562.84 feet of the Southeast Quarter of the Southwest Quarter of Section 17, Township 22 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Begin at the Northwest corner of the Northeast Quarter of Section 20, Township 22 South, Range 32 East, Orange County, Florida, run South 89 degrees 22 minutes 44 seconds East, along the North line of said Northeast Quarter a distance of 695.13 feet to a Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida; thence run South 00 degrees 44 minutes 03 seconds West along said Northerly projection and said East line 2463.98 feet to the Northerly right of way line of State Road No. 50; thence run North 70 degrees 30 minutes 20 seconds West along said right of way line 1594.81 feet to the point of curvature of a curve concave Southerly having a radius of 11559.2 feet; thence run Northwesterly along the arc of said curve and said Northerly right of way line 518.99 feet through a central angle of 02 degrees 34 minutes 21 seconds to the West line of the East Half of the Northwest Quarter of said Section 20; thence run North 00 degrees 02 minutes 54 seconds East along said West line 1772.16 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 17, Township 22 South, Range 32 East; thence run North 01 degrees 20 minutes 07 seconds West 1328.31 feet to the Northwest corner of said Southeast Quarter of Southwest Quarter of Section 17; thence run North 89 degrees 56 minutes 54 seconds East along the North line of said Southeast Quarter of the Southwest Quarter a distance of 562.98 feet; thence run South 01 degrees 20 minutes 07 seconds East along the East line of the West 562.84 feet of said Southeast Quarter of the Southwest Quarter of Section 17 a distance of 1326.80 feet to the North line of aforesaid Section 20; thence run North 89 degrees 47 minutes 38 seconds East along said North line 768.40 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that certain 25 foot right of way identified as Western Parkway on EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida.

TOGETHER WITH

PARCEL 2:

That portion of the South Half of the East Three Quarters of Section 17, Township 22 South, Range 32 East, Orange County, Florida, lying Westerly of a Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida, LESS the West 562.84 feet of the Southeast Quarter of the Southwest Quarter of said Section 17; subject to a Florida Power Corporation Easement, more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of Section 17, Township 22 South, Range 32 East, Orange County, Florida, run thence South 89 degrees 47 minutes 38 seconds West along the South line of said Southwest Quarter a distance of 768.40 feet to the East line of the West 562.84 feet of the Southeast Quarter of the Southwest Quarter of Section 17; thence run North 01 degrees 20 minutes 07 seconds West along said East line 1326.80 feet to the North line of said Southeast Quarter of the Southwest Quarter of Section 17; thence run South 89 degrees 56 minutes 54 seconds West along said North line 562.98 feet to the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 17; thence run North 01 degrees 20 minutes 07 seconds West 1328.31 feet to the Northwest corner of said Northeast Quarter of the Southwest Quarter of Section 17; thence run South 89 degrees 53 minutes 51 seconds East, 1334.74 feet to the center of said Section 17; thence continue South 89 degrees 53 minutes 51 seconds East along the North line of the South Half of said Section 17, a distance of 787.62 feet to the Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida; thence run South 00 degrees 44 minutes 03 seconds West along said projection line 2655.07 feet to a point on the South line of said Section 17 situated 695.13 feet South 89 degrees 22 minutes 44 seconds East from the POINT OF BEGINNING; thence run North 89 degrees 22 minutes 44 seconds West along said South line of Section 17, a distance of 695.13 feet to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL 3:

A part of the Northwest 1/4 of the Southeast 1/4 lying East of South Tanner Road in Section 18, Township 22 South, Range 32 East, Orange County, Florida, described as:

Commence at the Northwest corner of the Southeast 1/4 of said Section 18, run thence South 89°55'33" East along the North line of said Southeast 1/4, a distance of 81.57 feet to the Easterly right-of-way line of South Tanner Road and for a Point of Beginning; continue thence South 89°55'33" East, a distance of 1250.77 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 18; thence South 00°36'52" East along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 18, a distance of 817.26 feet; thence North 89°55'33" West, a distance of 990.50 feet to the Easterly right-of-way line of South Tanner Road; thence North 18°02'57" West along said Easterly line, a distance of 798.98 feet to a point of curvature of a curve concave Southwesterly, having a radius of 764.65 feet; run thence Northwesterly along the arc of said curve, through a central angle of 04°37'39", a distance of 61.76 feet to the Point of Beginning.

Lopez Trust Property:

Orange County Tax Parcel No.: 20-22-32-0000-00-002

The West 1/2 of the Southwest 1/4 of Section 17, Township 22 South, Range 32 East, Orange County, Florida, AND the East 1/2 of the Southeast 1/4 of Section 18, Township 22 South, Range 32 East, Orange County, Florida.

Exhibit "C"

LPS development program, trips, and trip generation rates (note: the public school, barn and other ancillary facilities and corresponding trips are not necessarily subject to transportation concurrency consistent with the Concurrency Management Ordinance)

1. LPS Trip Generation Rates

<u>Land Use</u>	<u>Trip Generation Rate</u>
Single Family	1.00 / d.u.
Townhome	0.52 / d.u.
Retail / Commercial	3.71 / 1,000 s.f.
Office	1.49 / 1,000 s.f.

2. LPS Development Program and Trips

<u>Development Program</u>	<u>Size</u>	<u>Unit</u>	<u>Total Trips at Build-Out</u>
Single Family Detached	1,856	d.u.	1,856
Single Family Attached	400	d.u.	208
Retail / Commercial	230,000	s.f.	853
Office	7,000	s.f.	10
TOTAL			2,927

Exhibit "D"
FDOT LETTER

(1 page attached)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 South Woodland Boulevard
Orlando, Florida 32820

JIM BOXOLD
SECRETARY

June 15, 2015

Renzo Nastasi
Orange County Transportation Planning Division Manager
4200 South John Young Parkway
Orlando, FL 32839

Dear Mr. Nastasi:

The Florida Department of Transportation (FDOT) understands Orange County may be in a position to advance the construction on SR 50 from east of Old Cheney Highway to Chuluota Road (FM 239203-7). FDOT is prepared to finalize and sign such an agreement to permit this construction. This would allow for the construction sooner than traditional FDOT funding will allow. FDOT has just started with design on this segment of SR 50, and would need eighteen to twenty four months to complete the design.

FDOT would expect to repay the county at the time funds become available under traditional FDOT funding mechanisms if an advanced reimbursement agreement is executed with Orange County before construction on this segment of SR 50 commences. If such an agreement is executed, the Department would repay any advanced funds prior to funding construction of the next phase of SR 50 (FM 239203-8) between Chuluota Road and SR 520.

Unless and until funds are available to be encumbered and a signed agreement is in place to provide for reimbursement with those funds, the Department will not be able to reimburse the County for any expenditure prior to the date the agreement is fully executed. In order for the Department to enter into such an advanced reimbursement agreement, the project funds would have to be identified in the Department's five year work program. Currently, the only funds identified on the five year work program are for right of way, for \$5.05 million in FY 2019 and 2020.

If you have any questions, please call me at 386-943-5476.

Sincerely,

A handwritten signature in dark ink, appearing to read "Frank J. O'Dea", followed by a horizontal line.

Frank J. O'Dea, P.E.
Director of Transportation Development
District Five

FJO:n

Cc: Harry Barley, MetroPlan
Jim Harrison, MetroPlan
Mary Schoelzel (Mindy Heath), FDOT
Mario Bizzio, FDOT

EXHIBIT "E"
LAKE PICKETT SOUTH
OWNERS' TRIP ALLOCATION

1. LPS Improvements

Improvements	
SR 50	Segment between East of Old Cheney HWY to Chuluota Road (i.e. FDOT project #239203-7); expand from 4 lanes to 6 lanes
Chuluota Road	Segment between SR 50 to Lake Pickett Road; expand from 2 lanes to 4 lanes

2. LPS Performance Thresholds

<u>Threshold</u>	<u>LPS Performance Threshold</u>	<u>Total Trips Available for Use</u>		<u>Banksville/Nivesa Share of Total Trips</u>		<u>New Ideas/Lopez Trust Share of Total Trips</u>	
		Non-residential	residential	Non-residential	residential	Non-residential	residential
A	• <u>SR 50</u> - fund construction	863	250	723	125	140	125
B	• <u>SR 50</u> - 50% completion	0	250	0	125	0	125
C	• <u>SR 50</u> - 100% completion	0	671	0	336	0	335
D	• <u>Chuluota Road</u> – contribution	0	893	0	446	0	447

3. LPS Trip Generation Rates

<u>Land Use</u>	<u>Trip Generation Rate</u>
Single Family	1.00 / d.u.
Townhome	0.52 / d.u.
Retail / Commercial	3.71 / 1,000 s.f.

Office	1.49 / 1,000 s.f.
--------	-------------------

4. LPS Development Program and Trips

<u>Total Dev Program</u>	<u>Size</u>	<u>Unit</u>	<u>Total Trips at Build-Out</u>
Single Family Detached	1,856	r.u.	1,856
Single Family Attached	400	r.u.	208
Retail / Commercial	230,000	s.f.	853
Office	7,000	s.f.	10
TOTAL			2,927

<u>Banksville/Nivesa Dev Program</u>	<u>Size</u>	<u>Unit</u>	<u>Total Trips at Build-Out</u>
Single Family Detached	1,071	r.u.	1,071
Single Family Attached	230	r.u.	120
Retail / Commercial	195,000	s.f.	723
Office	0	s.f.	0
TOTAL			1,914

<u>New Ideas/Lopez Trust Dev Program</u>	<u>Size</u>	<u>Unit</u>	<u>Total Trips at Build-Out</u>
Single Family Detached	785	r.u.	785
Single Family Attached	170	r.u.	88
Retail / Commercial	35,000	s.f.	130
Office	7,000	s.f.	10
TOTAL			1,013

EXHIBIT "F"

Confirmation Letter - Form

LPS Esrow Agent

THIS CONFIRMATION LETTER is issued this ____ day of _____, 20__, by the Orange County Transportation Planning Division pursuant to that certain Road Network and Mitigation Agreement made by and among **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("County"), and **AMERICAN LAND INVESTMENTS OF ORANGE COUNTY, LLC**, a Florida limited liability company, et al. (collectively, "Owners"), executed by County on _____, 2016, and recorded on _____, 2016 as Document # _____ in the Public Records of Orange County, Florida (the "Road Agreement"). Capitalized terms used in this Confirmation Letter not defined herein shall have the same meanings as in the Road Agreement.

This is to confirm on behalf of Orange County, Florida, pursuant to Section 5 of the Road Agreement, that ____ trips are available for use and that such trips, and the Owners' development of the LPS project uses, densities/intensities, and residential uses corresponding to such trips, have satisfied transportation concurrency review. The trips are available for assignment by you in accordance with the Road Agreement

Executed by:

ORANGE COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

EXHIBIT "G"

Assignment of Transportation Impact Fee Credits - Form

ASSIGNMENT OF TRANSPORTATION IMPACT FEE CREDITS ("Assignment")

FOR VALUE RECEIVED, the undersigned _____, a _____ ("Assignor"), as holder of transportation impact fee credits pursuant to that certain Road Network and Mitigation Agreement (S.R. 50 and Chuluota Road) recorded _____, 201_, as Document No. _____, Public Records of Orange County, Florida (the "Road Agreement"), hereby transfers, conveys, and assigns unto _____, a _____ ("Assignee"), all of its right, title, and interest in and to Orange County transportation impact fee credits in the Assignment Amount as set forth herein.

In accordance with the Road Agreement, the County has notified the LPS Escrow Agent of the amount of transportation impact fee credits that have been added to the LPS credit account. Such credits are available to Assignor pursuant to the Road Agreement. Said credits are governed by the terms of the Road Agreement including, but not limited to, Section 4 thereof, and are available for use only within the LPS project. All other transportation impact fee credits held by the LPS Escrow Agent under the Road Agreement not assigned hereunder shall remain in escrow with the LPS Escrow Agent. Assignee acknowledges that this Assignment is made pursuant to the terms of the Road Agreement and that its acceptance and utilization of the credits assigned hereunder is governed by the terms of the Road Agreement.

Any capitalized terms not defined herein shall have the same meaning as in the Road Agreement. Transportation impact fee credits are hereby assigned as follows:

Transportation impact fee credits from the LPS Credit Account in the amount of \$ _____ (the "Assignment Amount").

Transportation Credit Account # TCA: _____

Name of Project (as noted on the Transportation Credit Account): _____

Lot(s) _____

Building Permit No. (if available): _____

Transportation Impact Fee Zone: _____

Parcel ID No.: _____

Contact Person/number: _____

IN WITNESS WHEREOF, the undersigned have executed this assignment of road impact fee credits in the manner and form sufficient to bind them as of the ____ day of _____, 20__.

<p>WITNESSES:</p> <p>Print Name: _____</p> <p>Print Name: _____</p>	<p>"Assignor"</p> <p>_____, a</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
---	--

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, as _____ of _____, a _____, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this ____ day of _____, 20__. 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 ____ day of _____, 20__.

Notary Public

Print Name: _____

My Commission Expires: _____

<p>WITNESSES:</p> <p>Print Name: _____</p> <p>Print Name: _____</p>	<p>"Assignee"</p> <p>_____, a _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
---	--

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, as _____ of _____, a _____, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this ____ day of _____, 20__. 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 ____ day of _____, 20__.

Notary Public

Print Name: _____

My Commission Expires: _____



Interoffice Memorandum

Family Services Department
Fiscal Division
2100 East Michigan Street
Orlando, FL 32806

I. CONSENT AGENDA
FAMILY SERVICES
DEPARTMENT

1

August 29, 2016

To: Mayor Teresa Jacobs
And
Board of County Commissioners

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

Contact: Yolanda S. Brown, Manager
Family Services Fiscal Division
(407) 836-7575

Subject: Consent Agenda Item – September 20, 2016
Department of Juvenile Justice (DJJ) Mandated Cost-Share
Approval of Payment Amount for FY 2016-2017

During the 2016-2017 budget work sessions, the Board of County Commissioners approved funding in the amount of \$5,000,000 to cover the state-mandated Department of Juvenile Justice (DJJ) costs to Orange County. Based on Florida Statutes, Orange County is required to pay its annual percentage share of detention costs. These funds were placed in the Youth & Family Services Division, Family Services Department budget to be disbursed as required.

At the April 26, 2016 meeting, the Board approved the filing of a notice of voluntary dismissal of litigation related to juvenile detention cost sharing and the execution of a release and waiver of future claims and actions arising from detention cost sharing prior to the 2016-2017 fiscal year. This action resulted in a reduction of detention cost of over \$1,000,000 for Orange County.

Action Requested: Approval to process payment of Department of Juvenile Justice (DJJ) invoices for FY 2016-2017 up to \$5,000,000.

C: Peggy McGarrity, Chief Deputy Comptroller, Comptroller's Office
Lonnie Bell, Director Family Services Department
Yolanda Brown, Manager, Family Services Fiscal Division
Kurt Petersen, Manager, Office of Management and Budget
Tracy Salem, Manager, Youth and Family Services Division

Interoffice Memorandum

I. CONSENT AGENDA
FAMILY SERVICES
DEPARTMENT
2



AGENDA ITEM

August 19, 2016

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager
Head Start Division

Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Florida Department of Children and Families
Application for a License to Operate a Child Care Facility
BCC Meeting 9/20/16 Consent Agenda/District 4

The Head Start Division requests Board approval of a renewal license application between the Florida Department of Children and Families and Orange County. This license will allow the County to provide comprehensive early childhood development for preschool children and support to their families at Taft Head Start. The term of this license is from November 29, 2016 through November 29, 2017. The license fee of \$100 will be paid with Head Start funds. Childcare facility licensing is a requirement of state laws and Head Start performance standards.

This is a standard application for a license that is required by Florida Department of Children and Families for all licensed childcare facilities. The County Attorney's Office and Risk Management Division have reviewed this application in the past for Head Start Centers currently in operation.

ACTION REQUESTED: Approval and execution of Florida Department of Children and Families Application for a License to operate a Child Care Facility at Taft Head Start. This application is only executed by Orange County. (Head Start Division)

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
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grants Coordinator, Office of Management & Budget



APPLICATION FOR A LICENSE TO OPERATE A CHILD CARE FACILITY

PLEASE TYPE OR PRINT LEGIBLY
USING BLUE OR BLACK INK

Instructions: All information on this application must be truthful and correct. Complete this application in its entirety, as appropriate. Not all sections apply. Incomplete applications will not be accepted. Please contact the licensing agency if there are any questions relating to this application.

***FOR LICENSE RENEWALS ONLY:** Renewal of this license is contingent upon the payment of any fines previously imposed as a sanction against this license that was not contested, or that was affirmed at an administrative hearing. If, at the time of this license renewal application, there is a pending administrative hearing resulting from a proposed fine, it shall not affect the renewal of this license.

SECTION 1: PROGRAM INFORMATION (THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY)							
Application Type (Choose One): <input type="checkbox"/> Initial <input checked="" type="checkbox"/> *Renewal Year 2016 <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Revision of Existing License							
Name of Facility as it is to appear on license: Taft Head Start						Telephone Number (including area code): (407) 254-9274	
						Alternate Telephone Number: ()	
Street Address of Facility (physical address): 9504 South Orange Avenue				City: Orlando	County: Orange	Zip Code: 32824	
Mailing Address of Facility, if different (include city and zip code): 2100 E. Michigan Street Orlando 32806							
E-Mail Address: Isis.Alameda@ocfl.net				E-Mail: <input type="checkbox"/> Do Not Have E-Mail <input type="checkbox"/> Do Not Wish to Provide		Fax Number (including area code): (407) 582-9230	
Is this facility located in or adjacent to the home of the owner/operator? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				If yes, all household members must be identified and background screening completed. Please attach a list of family members with their names and dates of birth.			Maximum Capacity: 127
Days and Hours of Operation – please check AM or PM as applicable:							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<input type="checkbox"/> 24 hour care	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM
Opening Time: 7:30	<input type="checkbox"/> PM	7:30 <input type="checkbox"/> PM	7:30 <input type="checkbox"/> PM	7:30 <input type="checkbox"/> PM	7:30 <input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM
	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM
Closing Time: 5:30	<input checked="" type="checkbox"/> PM	5:30 <input checked="" type="checkbox"/> PM	5:30 <input checked="" type="checkbox"/> PM	5:30 <input checked="" type="checkbox"/> PM	5:30 <input checked="" type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM
Months of Operation: <input type="checkbox"/> School Year Only <input checked="" type="checkbox"/> 12 months <input type="checkbox"/> Other							
Check all service options that apply:						Program operated as a: (Check Only One)	
Full Day	Half Day	Drop-In	Night Care	Before School		<input checked="" type="checkbox"/> Child Care Facility	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		OR	
After School	Weekend	Infant Care (0-1)	Food Served:	Transportation		<input type="checkbox"/> School-Age Child Care Program	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

SECTION 2: OWNERSHIP TYPE (CHECK ONE)		
<input type="checkbox"/> Individual Ownership - Not incorporated	Individual Owner	Complete Sections A and E
<input type="checkbox"/> Corporation	Corporation Documentation required	Complete Sections B and E
<input type="checkbox"/> Partnership – Not Incorporated	Partnership Documentation required	Complete Sections C and E
<input checked="" type="checkbox"/> Other Entity – Not Incorporated	e.g. School Board, Local Government Before & After School programs, Parks and Recreation, Faith Based	Complete Sections D and E
Local Government		

SECTION A: INDIVIDUAL OWNERSHIP – NOT INCORPORATED (Special Instructions: One owner)			
Name (First Middle and or Maiden Last):			
Date of Birth:		Social Security Number*:	
Home Address:		City:	State: Zip Code:
Telephone Number (including area code): ()			

Background screening of owners, operators, and directors who by definition are child care personnel is required by 402.305(2). Social security numbers are also used for identification purposes when performing the background screening required by 402.305, and 402.308, F.S.
CF-FSP 5017, Application For A License to Operate a Child Care Facility, July 2012, 65C-22.001(1), and 65C-22.008(2)(d), F.A.C. Page 1 of 4

SECTION B: CORPORATION (Special Instructions: Upon initial application for child care licensure, attach Articles of Incorporation, which must include the names, the title/office, address, and telephone number for each member of the Board of Directors. Also attach the name and telephone number of the corporation's registered agent. Failure to continuously maintain a registered office and/or registered agent in Florida is grounds for revocation of this license. For RENEWAL applications for child care licensure attach a current copy of Certificate of Status/Certificate of Authorization from the Department of State available through SunBiz.org.)

Name of Corporation:		Corporate And FEIN #:	
Address of Corporation:		Incorporated in which State?	
		If out of state, is the corporation registered in the State of Florida? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please register prior to submitting an application.	
City:	State:	Zip Code:	Telephone Number (including area code): ()
Designated Corporate Representative:		Date of Birth:	Social Security Number*:
Home Address:	City:	State:	Zip Code:

SECTION C: PARTNERSHIP - NOT INCORPORATED (Special Instructions: Attach a copy of the Partnership Agreement annually. Attach additional sheets as applicable if more than two partners.)

Partner #1 (First Middle (Maiden) Last):			
Date of Birth:		Social Security Number*:	
Home Address (street address):		City:	State: Zip Code:
Telephone Number (including area code): ()			
Partner #2 (First Middle (Maiden) Last):			
Date of Birth:		Social Security Number*:	
Home Address (street address):		City:	State: Zip Code:
Telephone Number (including area code): ()			

SECTION D: OTHER ENTITY - NOT INCORPORATED (Special Instructions: These are programs operated by School Boards, before and after school programs, faith based programs and other non-incorporated entities.)

Name of Entity: Orange County, Florida			
Entity's Designated Representative (First Middle and or Maiden Last):			
Address of Entity (Street Address): 201 S. Rosalind Avenue		City: Orlando	State: Zip Code: FL 32801
Telephone Number (including area code): (407) 836-6590			

SECTION E: ON-SITE DIRECTOR INFORMATION - To be completed by all applicants (Special Instructions: An On-site Director holds a Director Credential and is responsible for the day-to-day operation of the facility and is required to be on-site the majority of operating hours. A Multi-site Director holds a Director Credential and supervises multiple before-school and after-school programs for a single organization as follows: (a) Three sites regardless of the number of children enrolled or (b) More than three sites if the combined number of children does not exceed 350.)

Name: (First Middle and or Maiden Last)			
Date of Birth:		Social Security Number*:	
Home Address:		City:	State: Zip Code:
Telephone Number (including area code): ()		If Applicable, Name of Multi-Site Programs and enrollment:	

SECTION 3: ATTESTATION (To be completed by all applicants)

Has the owner, applicant, or director ever had a license denied, revoked, or suspended in any state or jurisdiction, been the subject of a disciplinary action, or been fined while employed in a child care facility?

☐ Yes ☒ No If yes, please explain: (attach additional sheet(s) if necessary)

Have you or anyone identified as a party to ownership ever held a license (child care, foster care, cosmetology, etc.) with any state agency in any capacity other than a driver's license?

☒ Yes ☐ No If yes, where, what type of license, license number, and under what name? FL Child Care Facility

Certificate of License No. C090R0547, Taft Head Start

I hereby attest that the information contained in this section is truthful and correct under penalty of perjury.

Initial

Pursuant to section 402.3054, F.S., child enrichment service providers shall be of good moral character based upon screening, using level 2 standards in Chapter 435, F.S. If this facility utilizes a child enrichment service provider, it is the responsibility of the director to ensure that the child enrichment service provider is screened accordingly and parents/guardians provide written consent before a child may participate in activities conducted by the child enrichment service provider.

The Health Insurance Portability and Accountability Act (HIPAA) requires that personally identifiable health information must be protected from disclosure and maintained in a manner to prevent inadvertent disclosure to the public and to otherwise assure the privacy of such information. Your signature on this application indicates that you agree to comply with the requirements of HIPAA by protecting the confidentiality of employee and children's health records in your possession.

Pursuant to section 435.05(3), F.S., each employer must attest via signed affidavit compliance the provisions of Chapter 435.04, F.S. By signing below, I Teresa Jacobs, Applicant of Taft Head Start Child Care Facility, do hereby affirm that all child care personnel meet the statutory requirements for background screening.

Falsification of application information is grounds for denial or revocation of the license to operate a child care facility. Your signature on this application indicates your understanding and compliance with this law.

Signature of Owner or Organization's Designated Representative

Date

Teresa Jacobs, Orange County Mayor

Person completing application if other than Owner or Organization's Designated Representative.

Name: (Please Print)
Khadija Pirzadeh, Contract Administrator, Head Start Division
Telephone number including area code:
(407) 836-8912

Sworn to and subscribed before me this _____ day of _____, 20____.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification

Type of identification produced: _____

Do Not Write Below this Line – Official Use Only

Date Fee Received:	Amount:	Check Number:	Received By Signature/Initials:	Date Fee Forwarded to Fiscal Office:
Sexual Offender Address Cross-Reference (http://offender.fds.state.fl.us)		Date of Search:	Conducted by Signature/Initials:	Exact Address Match <input type="checkbox"/> Yes <input type="checkbox"/> No



Interoffice Memorandum

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
1

ENDA ITEM

August 29, 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", written over the printed name of Christopher Hunter.

SUBJECT: Paratransit Services License
Access Lynx
Consent Agenda – September 20, 2016

The EMS Office of the Medical Director requests the approval of the renewal Paratransit Services License for Access Lynx. Access Lynx 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 Access Lynx as contained in Orange County Ordinance 2001-09.

ACTION REQUESTED: Approval and execution of the renewal Paratransit Services License for Access Lynx 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 A. Ralls, M.D., Deputy County Administrator



RENEWAL PARATRANSIT SERVICES:

APPLICATION FOR LICENSE

APPLICATION DATE: 8-22-16

SECTION I: GENERAL INFORMATION

1. NAME OF SERVICE: Access Lynx
2. BUSINESS ADDRESS (INCLUDE COUNTY):
4950 LB McLeod Rd
Orlando FL 32811 - Orange County
3. CONTACT INFORMATION: Name Chris York
Business Phone 407-851-8201 ext 140
Mobile Phone 571-244-2236
Email Cyork@mvtransit.com
4. OWNERSHIP TYPE: ☐ PRIVATE CORPORATION ☒ GOVERNMENT AGENCY ☐ OTHER
a. If other, please describe: _____
5. LEVEL OF SERVICE: ☒ WHEELCHAIR ☒ STRETCHER ☐ BOTH
6. PROOF OF CURRENT INSURANCE SUBMITTED TO EMS OFFICE:
☒ YES, DATE: Attached Copy ☐ NO

SECTION II: VEHICLES AND STAFFING

1. NUMBER OF VEHICLES IN OPERATION: 156

2. EMPLOYEE ROSTER:

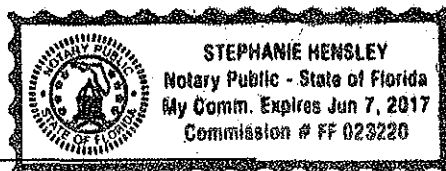
<u>NAME</u>	<u>CURRENT CPR CARD (Y/N)</u>
<u>Attached</u>	<u>N</u>

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.

[Signature]
SIGNATURE OF APPLICANT OR REPRESENTATIVE

8-26-16
DATE:

NOTARY SEAL
[Signature]
NOTARY SIGNATURE



License Paratransit Services

Orange County
Board of County Commissioners
Emergency Medical Services

This is to certify that ACCESS LYNX
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 8, 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
ProMed Transportation, Inc.
Consent Agenda – September 20, 2016

The EMS Office of the Medical Director requests the approval of the renewal Paratransit Services License for ProMed Transportation, Inc. ProMed Transportation, Inc. 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 ProMed Transportation, Inc. as contained in Orange County Ordinance 2001-09.

ACTION REQUESTED: Approval and execution of the renewal Paratransit Services License for ProMed Transportation, Inc. 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 A. Ralls, M.D., Deputy County Administrator



RENEWAL PARATRANSIT SERVICES:
APPLICATION FOR LICENSE

APPLICATION DATE: 8/24/2016

SECTION I: GENERAL INFORMATION

1. NAME OF SERVICE: ProMed Transportation, Inc.

2. BUSINESS ADDRESS (INCLUDE COUNTY):

7901 Kingspointe PKWY #19, Orlando, FL 32819

3. CONTACT INFORMATION: Name Sam Goldblatt

Business Phone 1800-649-9666

Mobile Phone 305-304-5609

Email sg@promedtransport.com

4. OWNERSHIP TYPE: ☒ PRIVATE CORPORATION ☐ GOVERNMENT AGENCY ☐ OTHER

a. If other, please describe: _____

5. LEVEL OF SERVICE: ☒ WHEELCHAIR ☒ STRETCHER ☒ BOTH

6. PROOF OF CURRENT INSURANCE SUBMITTED TO EMS OFFICE:

☒ YES, DATE: 8/24/2016 attached along with this application ☐ NO

SECTION II: VEHICLES AND STAFFING

1. NUMBER OF VEHICLES IN OPERATION: 1 (one) the Vin# is 1FTNE2EWXCDA59974

2. EMPLOYEE ROSTER:

NAME

CURRENT CPR CARD (Y/N)

_____Alejandro (Alex) Castro, Yolanda Cooper, Josephine Wilson.

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.

Johnny Hellett

SIGNATURE OF APPLICANT OR REPRESENTATIVE

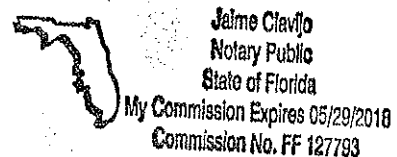
8-26-16

DATE:

NOTARY SEAL

NOTARY SIGNATURE

Jaime Clavijo

Jaime Clavijo
Notary Public
State of Florida
My Commission Expires 05/29/2018
Commission No. FF 127793

License Paratransit Services

Orange County
Board of County Commissioners
Emergency Medical Services

This is to certify that **PROMED TRANSPORTATION, INC.**
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 Memo

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
3

3 ENDA ITEM

August 29, 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
ANM Wheelchair Transportation, LLC
Consent Agenda – September 20, 2016

The EMS Office of the Medical Director requests the approval of the renewal Paratransit Services License for ANM Wheelchair Transportation, LLC. ANM Wheelchair Transportation, 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 ANM Wheelchair Transportation, LLC as contained in Orange County Ordinance 2001-09.

ACTION REQUESTED: Approval and execution of the renewal Paratransit Services License for ANM Wheelchair Transportation, 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 A. Ralls, M.D., Deputy County Administrator



RENEWAL PARATRANSIT SERVICES:
APPLICATION FOR LICENSE

APPLICATION DATE: 8-30-16

SECTION I: GENERAL INFORMATION

1. NAME OF

SERVICE:

ANM WHEELCHAIR TRANSPORTATION, LLC

2. BUSINESS ADDRESS (INCLUDE COUNTY):

703 MAROTTA LOOP OCOEE FL. 34761

3. CONTACT INFORMATION: Name

MARK A. SCALZO

Business Phone

407-468-5373

Mobile Phone

SAME

Email

ANMMOVES (*) YAHOO.COM

4. OWNERSHIP TYPE: ☒ PRIVATE CORPORATION ☐ GOVERNMENT

AGENCY ☐ OTHER

a. If other, please describe:

5. LEVEL OF SERVICE: ☒ WHEELCHAIR ☐ STRETCHER ☒ BOTH

6. PROOF OF CURRENT INSURANCE SUBMITTED TO EMS OFFICE:

☒ YES, DATE: 6-16 ☐ NO

SECTION II: VEHICLES AND STAFFING

1. NUMBER OF VEHICLES IN OPERATION:

1

2. EMPLOYEE ROSTER:

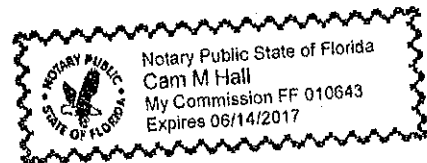
<u>NAME</u>	<u>CURRENT CPR</u>
<u>MARK A. SCALED</u>	<u>Y</u>

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.

Mark A. Scaled
SIGNATURE OF APPLICANT OR REPRESENTATIVE

8-30-16
DATE:

NOTARY SEAL Cam M Hall
NOTARY SIGNATURE



License Paratransit Services

Orange County
Board of County Commissioners
Emergency Medical Services

This is to certify that ANM WHEELCHAIR TRANSPORTATION, 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

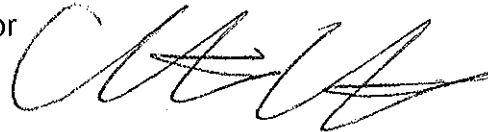
40-18 (7/14)

Mayor, Board of County Commissioners

August 29, 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
Florida Medtrans Corp.
Consent Agenda – September 20, 2016

The EMS Office of the Medical Director requests the approval of the renewal Paratransit Services License for Florida Medtrans Corp. Florida Medtrans Corp. 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 Florida Medtrans Corp. as contained in Orange County Ordinance 2001-09.

ACTION REQUESTED: Approval and execution of the renewal Paratransit Services License for Florida Medtrans Corp. 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 A. Ralls, M.D., Deputy County Administrator



RENEWAL PARATRANSIT SERVICES:

APPLICATION FOR LICENSE

APPLICATION DATE: 8/19/2016

SECTION I: GENERAL INFORMATION

1. NAME OF SERVICE: Florida Medtrans Corp.
2. BUSINESS ADDRESS (INCLUDE COUNTY):
1022 N. Pine Hills Rd, Orlando, FL 32808
Orange County
3. CONTACT INFORMATION: Name Kethn B. Miller
Business Phone (407) 797-8674
Mobile Phone (407) 808-2549
Email floridamedtrans@hotmail.com
4. OWNERSHIP TYPE: ☒ PRIVATE CORPORATION ☐ GOVERNMENT AGENCY ☐ OTHER
a. If other, please describe: _____
5. LEVEL OF SERVICE: ☐ WHEELCHAIR ☐ STRETCHER ☒ BOTH
6. PROOF OF CURRENT INSURANCE SUBMITTED TO EMS OFFICE:
☒ YES, DATE: 8/18/2016 ☐ NO

SECTION II: VEHICLES AND STAFFING

1. NUMBER OF VEHICLES IN OPERATION: 12

2. EMPLOYEE ROSTER:

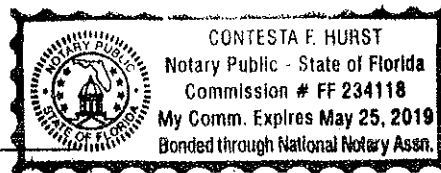
<u>NAME</u>	<u>CURRENT CPR CARD (Y/N)</u>
<u>See Attached</u>	

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.

Kenneth B. Moore
SIGNATURE OF APPLICANT OR REPRESENTATIVE

8/19/2016
DATE:

NOTARY SEAL
Contesta E. Hurst
NOTARY SIGNATURE



License Paratransit Services

Orange County
Board of County Commissioners
Emergency Medical Services

This is to certify that FLORIDA MEDTRANS CORP.
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
5

AGENDA ITEM

August 30, 2016

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

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

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

SUBJECT: Annual Standard Contract between the State of Florida Department of Health and Orange County for Operation of the Orange County Health Department
Consent Agenda – September 20, 2016

The Health Services Department is requesting approval and execution of the annual standard contract between the State of Florida Department of Health and Orange County for operation of the Orange County Health Department. This contract is required by Chapter 154, Florida Statutes.

The Health Department's total contract operating budget for FY 2016-2017 is \$36,754,848. This includes the state share of \$20,738,077 and the county/local share of \$16,016,771. Of the county amount, \$1,419,449 is a cash contribution given to the Health Department in quarterly installments of \$354,862.25.

The remainder of the county/local contribution includes fee revenue, Medicare billings, Medicaid billings Citizens' Commission for Children funding and Federal Ryan White A, B, C & D funding. Fee revenues and Medicaid/Medicare billings are collected by the Health Department and deposited directly into its trust fund.

The contract includes a spending plan by service area with the anticipated amount of services to be provided. All funds are held by the state in a separate trust fund with quarterly service and expenditure reports provided to the county.

This contract is a continuation of the contracting provisions set forth in Florida Statute 154 and has been previously reviewed by all necessary state and local entities.

ACTION REQUESTED: Approval and execution of Contract between Orange County Board of County Commissioners and State of Florida Department of Health for Operation of the Orange County Health Department Contract Year 2016-2017. Orange County's cash contribution is a total of \$1,419,449 to be submitted to the Health Department in quarterly installments of \$354,862.25. **(Health Services Department)**

Attachments

Cc: George A. Ralls, M.D., Deputy County Administrator
Kevin Sherin, M.D., Director, Orange County Health Department

CONTRACT BETWEEN
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
ORANGE COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2016-2017

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Orange County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2016.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Orange County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2016, through September 30, 2017, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed \$ 18,854,821 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed \$ 1,419,449 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Orange County
6101 Lake Ellenor Drive
Orlando, FL 32809

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Division of Public Health Statistics and Performance Management Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such

compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Orange County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been

credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2017 for the report period October 1, 2016 through December 31, 2016;
- ii. June 1, 2017 for the report period October 1, 2016 through March 31, 2017;
- iii. September 1, 2017 for the report period October 1, 2016 through June 30, 2017; and
- iv. December 1, 2017 for the report period October 1, 2016 through September 30, 2017.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2017, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Kevin M. Sherin, MD, MPH, MBA
Name
Director / Health Officer
Title

For the County:

Christopher Hunter, MD
Name
Director – Health Services
Title

6101 Lake Ellenor Drive
Orlando, Florida 32809
Address
407-858-1400
Telephone

2002A East Michigan Street
Orlando, Florida 32806
Address
407-836-8910
Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (seven pages), Attachment III (one page), Attachment IV (two pages), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR ORANGE COUNTY

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: _____

NAME: Teresa Jacobs

TITLE: Orange County Mayor

DATE: _____

SIGNED BY: _____

NAME: Celeste Philip, MD, MPH

TITLE: Surgeon General and Secretary

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED BY: Kevin M. Sherin

NAME: Kevin M. Sherin, MD, MPH, MBA

TITLE: CHD Director/Health Officer

DATE: 8-26-16

ATTACHMENT I
ORANGE COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP); Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health
Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
 8. HIV/AIDS Program
Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide.
Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
 9. School Health Services
Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
 10. Tuberculosis
Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
 11. General Communicable Disease Control
Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
 12. Refugee Health Program
Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II
 ORANGE COUNTY HEALTH DEPARTMENT
 PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/16		0	0
2. Drawdown for Contract Year October 1, 2016 to September 30, 2017		0	0
3. Special Capital Project use for Contract Year October 1, 2016 to September 30, 2017		0	0
4. Balance Reserved for Contingency Fund October 1, 2016 to September 30, 2017		0	0
		0	0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

ORANGE COUNTY HEALTH DEPARTMENT

Part II. Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PATIENT CARE	300,000	0	300,000	0	300,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	192,213	0	192,213	0	192,213
015040 CHD - TB COMMUNITY PROGRAM	649,109	0	649,109	0	649,109
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	109,503	0	109,503	0	109,503
015040 DENTAL SPECIAL INITIATIVE PROJECTS	5,808	0	5,808	0	5,808
015040 FAMILY PLANNING GENERAL REVENUE	166,462	0	166,462	0	166,462
015040 HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	36,000	0	36,000	0	36,000
015040 PRIMARY CARE PROGRAM	781,829	0	781,829	0	781,829
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	878,827	0	878,827	0	878,827
015040 TEEN PREGNANCY PREVENTION - GENERAL REVENUE	77,534	0	77,534	0	77,534
015050 CHD GENERAL REVENUE NON-CATEGORICAL	5,704,848	0	5,704,848	0	5,704,848
GENERAL REVENUE TOTAL	8,902,133	0	8,902,133	0	8,902,133
2. NON GENERAL REVENUE - STATE					
015010 STATE UNDERGROUND PETROLEUM RESPONSE ACT	25,975	0	25,975	0	25,975
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	28,818	0	28,818	0	28,818
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	305,473	0	305,473	0	305,473
NON GENERAL REVENUE TOTAL	360,266	0	360,266	0	360,266
3. FEDERAL FUNDS - STATE					
007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	138,491	0	138,491	0	138,491
007000 AIDS SURVEILLANCE - CORE	240,026	0	240,026	0	240,026
007000 STATEWIDE ASTHMA PROGRAM	109,656	0	109,656	0	109,656
007000 AFRICAN AMERICAN HIV TESTING INITIATIVE/CLINICAL	152,968	0	152,968	0	152,968
007000 AFRICAN AMERICAN HIV TESTING INITIATIVE/NONCLINC	200,000	0	200,000	0	200,000
007000 WIC BREASTFEEDING PEER COUNSELING PROG	210,267	0	210,267	0	210,267
007000 MINORITY AIDS FUNDING - PREVENTION - SERVICES	47,253	0	47,253	0	47,253
007000 COMPREHENSIVE COMMUNITY CARDIO - PHIBG	35,000	0	35,000	0	35,000
007000 EPIDEMIOLOGY/LABORATORY CAPACITY INFECTIOUS DIS	6,386	0	6,386	0	6,386
007000 FAMILY PLANNING TITLE X - GRANT	293,271	0	293,271	0	293,271
007000 HPP VOLUNTEER MANAGEMENT	26,339	0	26,339	0	26,339
007000 IMMUNIZATION - AFIX	38,688	0	38,688	0	38,688
007000 IMMUNIZATION FIELD STAFF	4,000	0	4,000	0	4,000
007000 IMMUNIZATION ACTION PLAN	213,458	0	213,458	0	213,458
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	94,645	0	94,645	0	94,645
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	162,123	0	162,123	0	162,123
007000 BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	128,949	0	128,949	0	128,949
007000 CRI MEDICAL COUNTERMEASURES DISPENSING	242,902	0	242,902	0	242,902
007000 AIDS PREVENTION	588,752	0	588,752	0	588,752
007000 RYAN WHITE TITLE II CARE GRANT	90,184	0	90,184	0	90,184
007000 MORBIDITY AND RISK BEHAVIOR SURVEILLANCE	50,911	0	50,911	0	50,911
007000 REFUGEE HEALTH CHD CASE MANAGERS	58,666	0	58,666	0	58,666
007000 IMPROVING STD PROGRAMS	141,626	0	141,626	0	141,626
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	9,196	0	9,196	0	9,196

ATTACHMENT II

ORANGE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
007000 TB CONTROL PROJECT	122,406	0	122,406	0	122,406
007000 WIC PROGRAM ADMINISTRATION	5,874,298	0	5,874,298	0	5,874,298
015075 INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	37,000	0	37,000	0	37,000
015075 SUPPLEMENTAL SCHOOL HEALTH	266,729	0	266,729	0	266,729
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT	435,918	0	435,918	0	435,918
FEDERAL FUNDS TOTAL	10,020,108	0	10,020,108	0	10,020,108

4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE

001020 CHD STATEWIDE ENVIRONMENTAL FEES	796,000	0	796,000	0	796,000
001092 CHD STATEWIDE ENVIRONMENTAL FEES	587,500	0	587,500	0	587,500
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	35,000	0	35,000	0	35,000
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	11,000	0	11,000	0	11,000
001206 SEPTIC TANK RESEARCH SURCHARGE	2,000	0	2,000	0	2,000
001206 SEPTIC TANK VARIANCE FEES 50%	2,000	0	2,000	0	2,000
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	6,500	0	6,500	0	6,500
001206 DRINKING WATER PROGRAM OPERATIONS	1,000	0	1,000	0	1,000
001206 TANNING FACILITIES	1,000	0	1,000	0	1,000
001206 ONSITE SEWAGE TRAINING CENTER	6,000	0	6,000	0	6,000
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	4,000	0	4,000	0	4,000
001206 MOBILE HOME & RV PARK FEES	3,000	0	3,000	0	3,000
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	1,455,000	0	1,455,000	0	1,455,000

5. OTHER CASH CONTRIBUTIONS - STATE:

	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0

6. MEDICAID - STATE/COUNTY:

001056 CHD CLINIC FEES	0	439,359	439,359	0	439,359
001057 CHD CLINIC FEES	0	1,222,809	1,222,809	0	1,222,809
001147 CHD CLINIC FEES	0	228,840	228,840	0	228,840
001148 CHD CLINIC FEES	0	1,902,262	1,902,262	0	1,902,262
MEDICAID TOTAL	0	3,793,270	3,793,270	0	3,793,270

7. ALLOCABLE REVENUE - STATE:

004010 VITAL STATISTICS CERTIFIED RECORDS	28	0	28	0	28
038000 CHD CLINIC FEES	534	0	534	0	534
038000 VITAL STATISTICS CERTIFIED RECORDS	8	0	8	0	8
ALLOCABLE REVENUE TOTAL	570	0	570	0	570

8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE

ADAP	0	0	0	6,499,375	6,499,375
PHARMACY DRUG PROGRAM	0	0	0	957,172	957,172
WIC PROGRAM	0	0	0	24,912,337	24,912,337
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	184,918	184,918

ATTACHMENT II

ORANGE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
IMMUNIZATIONS	0	0	0	1,162,489	1,162,489
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	33,716,291	33,716,291
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	1,419,449	1,419,449	0	1,419,449
008040 RYAN WHITE PART A	0	857,142	857,142	0	857,142
008040 RYAN WHITE PART A	0	429,084	429,084	0	429,084
008040 RYAN WHITE TITLE II CONSORTIA SERVICES	0	140,625	140,625	0	140,625
008040 RYAN WHITE TITLE II CONSORTIA SERVICES	0	46,875	46,875	0	46,875
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	2,893,175	2,893,175	0	2,893,175
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001025 CHD CLINIC FEES	0	844	844	0	844
001073 CHD CLINIC FEES	0	9,016	9,016	0	9,016
001077 CHD CLINIC FEES	0	518,480	518,480	0	518,480
001094 CHD LOCAL ENVIRONMENTAL FEES	0	905,335	905,335	0	905,335
001110 VITAL STATISTICS CERTIFIED RECORDS	0	950,100	950,100	0	950,100
FEES AUTHORIZED BY COUNTY TOTAL	0	2,383,775	2,383,775	0	2,383,775
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	11,947	11,947	0	11,947
001054 CHD CLINIC FEES	0	56,991	56,991	0	56,991
001090 CHD CLINIC FEES	0	66,422	66,422	0	66,422
005000 CHD LOCAL REVENUE & EXPENDITURES	0	17,011	17,011	0	17,011
007010 RYAN WHITE PART A	0	40,000	40,000	0	40,000
007010 HLTHY START INITIATIVE-RACIAL/ETHNIC DISPARITIES	0	675,152	675,152	0	675,152
007010 RYAN WHITE TITLE IV/PART D - TO CHD	0	62,548	62,548	0	62,548
007010 RYAN WHITE TITLE IV/PART D - TO CHD	0	705,770	705,770	0	705,770
007010 RYAN WHITE TITLE III - DIRECT TO CHD	0	818,391	818,391	0	818,391
007010 RYAN WHITE TITLE III - DIRECT TO CHD	0	272,792	272,792	0	272,792
007099 HLTHY START INITIATIVE-RACIAL/ETHNIC DISPARITIES	0	60,512	60,512	0	60,512
010300 COMMUNITY PRIMARY CARE SERVICES - AHCA	0	80,000	80,000	0	80,000
010300 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	17,000	17,000	0	17,000
010303 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	3,000	3,000	0	3,000
010500 ENVIRONMENTAL HEALTH SAFETY INSPECTIONS - ELCOC	0	8,000	8,000	0	8,000
010500 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	30,000	30,000	0	30,000
011000 REVENUE CONTRACT/MOA W/NO REPORTING REQUIREMENT	0	80,171	80,171	0	80,171
011000 CHD LOCAL REVENUE & EXPENDITURES	0	537,162	537,162	0	537,162
011001 CHD HEALTHY START COALITION CONTRACT	0	2,628,101	2,628,101	0	2,628,101
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	377,443	377,443	0	377,443
011001 HEALTHY START NURSE FAMILY PARTNERSHIP PRGM CHD	0	239,257	239,257	0	239,257
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	158,311	158,311	0	158,311
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	6,945,981	6,945,981	0	6,945,981
12. ALLOCABLE REVENUE - COUNTY					
004010 VITAL STATISTICS CERTIFIED RECORDS	0	28	28	0	28

ATTACHMENT II

ORANGE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
038000 CHD CLINIC FEES	0	534	534	0	534
038000 VITAL STATISTICS CERTIFIED RECORDS	0	8	8	0	8
COUNTY ALLOCABLE REVENUE TOTAL	0	570	570	0	570
 13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	1,240,000	1,240,000
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	10,995	10,995
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	78,731	78,731
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	1,329,726	1,329,726
 14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
 GRAND TOTAL CHD PROGRAM	20,738,077	16,016,771	36,754,848	35,046,017	71,800,865

ATTACHMENT II

ORANGE COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2016 to September 30, 2017

	Quarterly Expenditure Plan									
	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	22.89	15,222	18,922	260,947	304,362	260,947	304,362	986,106	144,512	1,130,618
SEXUALLY TRANS. DIS. (102)	26.86	4,956	7,208	392,996	458,382	392,996	458,382	260,326	1,442,430	1,702,756
HIV/AIDS PREVENTION (03A1)	9.03	1,898	2,320	200,829	234,243	200,829	234,243	870,144	0	870,144
HIV/AIDS SURVEILLANCE (03A2)	7.93	5	7	101,281	118,132	101,281	118,131	438,825	0	438,825
HIV/AIDS PATIENT CARE (03A3)	80.45	2,858	14,996	1,299,108	1,515,251	1,299,108	1,515,252	1,635,278	3,993,441	5,628,719
ADAP (03A4)	4.20	1,360	4,185	53,124	61,962	53,124	61,962	230,172	0	230,172
TUBERCULOSIS (104)	18.73	833	6,783	314,801	367,177	314,801	367,178	1,033,867	330,090	1,363,957
COMM. DIS. SURV. (106)	10.92	0	8,463	212,295	247,617	212,295	247,617	911,824	8,000	919,824
HEPATITIS (109)	0.68	298	391	12,084	14,095	12,084	14,095	52,358	0	52,358
PREPAREDNESS AND RESPONSE (116)	5.82	0	590	144,457	168,491	144,457	168,492	625,897	0	625,897
REFUGEE HEALTH (118)	5.32	1,562	3,890	134,327	156,677	134,327	156,677	582,008	0	582,008
VITAL RECORDS (180)	11.41	49,095	125,912	164,187	191,504	164,187	191,504	27	711,355	711,382
COMMUNICABLE DISEASE SUBTOTAL	204.24	78,087	193,667	3,290,436	3,837,893	3,290,436	3,837,895	7,626,832	6,629,828	14,256,660
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	1.75	4	101	28,747	33,529	28,747	33,529	109,423	15,129	124,552
WIC (21W1)	114.78	61,990	427,821	1,588,838	1,853,185	1,588,838	1,853,185	6,867,049	16,997	6,884,046
TOBACCO USE INTERVENTION (212)	3.47	0	118	77,464	90,352	77,464	90,351	305,473	30,158	335,631
WIC BREASTFEEDING PEER COUNSELING (21W2)	5.47	0	6,448	59,960	69,936	59,960	69,937	227,911	31,882	269,793
FAMILY PLANNING (223)	15.98	1,993	4,351	306,184	357,127	306,184	357,127	800,160	526,462	1,326,622
IMPROVED PREGNANCY OUTCOME (225)	41.90	2,823	14,766	841,266	981,234	841,266	981,235	271,071	3,373,930	3,645,001
HEALTHY START PRENATAL (227)	40.93	7,947	32,899	552,356	644,256	552,356	644,257	0	2,393,225	2,393,225
COMPREHENSIVE CHILD HEALTH (229)	1.55	63	111	44,903	52,373	44,903	52,373	0	194,552	194,552
HEALTHY START CHILD (231)	27.81	11,474	46,680	378,748	441,763	378,748	441,763	864,846	776,176	1,641,022
SCHOOL HEALTH (234)	24.68	0	393,183	378,930	441,976	378,930	441,975	1,371,674	270,137	1,641,811
COMPREHENSIVE ADULT HEALTH (237)	1.64	130	155	38,241	44,603	38,241	44,603	147,902	17,786	165,688
COMMUNITY HEALTH DEVELOPMENT (238)	0.01	0	0	181	211	181	210	0	783	783
DENTAL HEALTH (240)	7.42	2,768	4,307	192,072	224,028	192,072	224,028	5,808	826,392	832,200
PRIMARY CARE SUBTOTAL	287.39	88,392	930,940	4,487,890	5,234,573	4,487,890	5,234,573	10,971,317	8,473,609	19,444,926
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	1.31	137	461	19,654	22,924	19,654	22,923	70,669	14,486	85,155
PUBLIC WATER SYSTEM (358)	0.00	0	0	41	48	41	47	176	1	177
PRIVATE WATER SYSTEM (359)	2.50	461	1,377	36,548	42,629	36,548	42,629	52,430	105,924	158,354
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	18.51	4,382	16,260	275,737	321,614	275,737	321,614	809,510	385,192	1,194,702
Group Total	22.32	4,980	18,098	331,980	387,215	331,980	387,213	932,785	505,603	1,438,388
Facility Programs										
TATTOO FACILITY SERVICES (344)	1.17	0	536	18,237	21,271	18,237	21,271	78,581	435	79,016
FOOD HYGIENE (348)	4.16	854	2,700	61,894	72,192	61,894	72,193	212,631	55,542	268,173

ATTACHMENT II

ORANGE COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2016 to September 30, 2017

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
BODY PIERCING FACILITIES SERVICES (349)	0.34	33	47	4,186	4,882	4,186	4,881	16,010	2,125	18,135
GROUP CARE FACILITY (351)	3.65	604	984	55,910	65,212	55,910	65,213	207,893	34,352	242,245
MIGRANT LABOR CAMP (352)	0.07	3	18	903	1,054	903	1,054	3,887	27	3,914
HOUSING & PUB. BLDG. (353)	0.21	198	216	3,277	3,822	3,277	3,821	0	14,197	14,197
MOBILE HOME AND PARK (354)	0.79	133	380	12,357	14,414	12,357	14,414	45,250	8,292	53,542
POOLS/BATHING PLACES (360)	5.18	2,126	4,961	79,966	93,271	79,966	93,271	224,095	122,379	346,474
BIOMEDICAL WASTE SERVICES (364)	3.67	1,760	2,139	55,440	64,663	55,440	64,663	230,846	9,360	240,206
TANNING FACILITY SERVICES (369)	0.30	57	178	5,036	5,874	5,036	5,873	17,710	4,109	21,819
Group Total	19.55	5,768	12,159	297,206	346,655	297,206	346,654	1,036,903	250,818	1,287,721
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	12	15	12	15	54	0	54
SUPER ACT SERVICES (356)	1.04	213	623	18,953	22,106	18,953	22,105	81,733	384	82,117
Group Total	1.04	213	623	18,965	22,121	18,965	22,120	81,787	384	82,171
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.02	0	25	320	374	320	374	1,381	7	1,388
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.01	3	4	165	192	165	193	711	4	715
PUBLIC SEWAGE (362)	0.00	0	0	94	110	94	109	405	2	407
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.20	368	132	2,746	3,208	2,746	3,204	11,825	74	11,899
RABIES SURVEILLANCE (366)	2.11	115	2,696	27,549	32,133	27,549	32,132	0	119,363	119,363
ARBOVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.03	0	0	461	538	461	538	1,983	15	1,998
WATER POLLUTION (370)	0.01	0	0	149	173	149	173	641	3	644
INDOOR AIR (371)	0.58	0	277	8,555	9,979	8,555	9,979	7	37,061	37,068
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	2.96	486	3,134	40,039	46,702	40,039	46,702	16,953	156,529	173,482
ENVIRONMENTAL HEALTH SUBTOTAL	45.87	11,447	34,014	688,190	802,693	688,190	802,689	2,068,428	913,334	2,981,762
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	16,502	19,248	16,502	19,248	71,500	0	71,500
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	16,502	19,248	16,502	19,248	71,500	0	71,500
TOTAL CONTRACT	537.50	177,926	1,158,621	8,483,018	9,894,407	8,483,018	9,894,405	20,738,077	16,016,771	36,754,848

ATTACHMENT III
ORANGE COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Attachment IV

Fiscal Year - 2016 - 2017

Orange County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Official Building Name (if applicable) (Admin, Clinic, Envr Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
6101 Lake Ellenor Drive Orlando, Florida 32809	Administration Center and Southside Health Center	N/A	State Owned	State of Florida Environmental Protection	64,000sf (10,750sf PCAN)	168
1111 N Rock Springs Road Apopka, Florida 32712	Apopka Health Center	N/A	County Facility	Orange County Board of County Commission	4,600	14
832 West Central Blvd Orlando, Florida 32805	Central Health Center - Building 1	N/A	County Facility	Orange County Board of County Commission	46,500	153
807 West Church Street Orlando, Florida 32805	Central Health Center - Building 2	N/A	County Facility	Orange County Board of County Commission	3,200	16
901 West Church Street Orlando, Florida 32805	Central Health Center - Building 3	N/A	County Facility	Orange County Board of County Commission	6,800	23
12050 East Colonial Drive Orlando, FL 32826	Eastside Health Center	N/A	County Facility	Orange County Board of County Commission	5,750	17
1001 Executive Center Drive S-200 Orlando, Florida 32826	Executive Center - EH	Enterprise Building-FDOH, OC	Private SubLease thru County	Orange County Board of County Commission	7,793	59
5449 S Semoran Blvd S-19B Orlando, Florida 32822	Hoffner Dental Clinic	N/A	County Facility	Orange County Board of County Commission	1,600	5
5449 S Semoran Blvd S-18B Orlando, Florida 32822	Hoffner Family Health -WIC	Lease File #2038	Private SubLease thru County	Hoffner Center, LLC	3,398	9
5730 Lake Underhill Road Orlando, Florida 32806	Lake Underhill Family Health Center - WIC	N/A	County Facility	Orange County Board of County Commission	6,050	8
5151 Raleigh Street Orlando, Florida 32811	Lila Mitchell Health Center	N/A	County Facility	Orange County Board of County Commission	6,400	10

8026 Sunport Drive, S-307-311 Orlando, Florida 32809	Sunport - Preparedness Office and Warehouse Space	Lease File#2064	Private SubLease thru County	Orlando Sunport Flexxspace, LTD	152,258	5
61218 West Colonial Drive Orlando, Florida 32818	Westside Plaza - WIC	Lease File #2072	Private SubLease thru County	Westside Plaza Associates, LP	4,467	8
13275 West Colonial Drive Winter Garden, Florida 34787	Community Health Center	640:0388	Private Sublease thru DMS	Central Florida Community Health Center, INC	2,197	7
475 West Story Road Ocoee, Florida 34761	Ocoee Health Center	N/A	County Facility	Orange County Board of County Commission	4,600	60

Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.

ATTACHMENT V
ORANGE COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2015-2016*	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2016-2017**	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2017-2018***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2018-2019***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
PROJECT TOTAL	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____ N/A

PROJECT NAME: _____

LOCATION/ADDRESS: _____

PROJECT TYPE: NEW BUILDING _____ ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: _____ 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE (Initial expenditure of funds) : _____

COMPLETION DATE: _____

DESIGN FEES: \$ 0

CONSTRUCTION COSTS: \$ 0

FURNITURE/EQUIPMENT: \$ 0

TOTAL PROJECT COST: \$ 0

COST PER SQ FOOT: \$ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/16

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.



Interoffice Memorandum

August 30, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Diana M. Almodovar, P.E., Manager
Development Engineering Division

PHONE NUMBER: (407) 836-7974

SUBJ: Authorization to record the plat of Zen Luxury Living

The Public Works Department requests authorization to record the plat of Zen Luxury Living. This is a one lot plat located on Winter Garden Vineland Road at the Vista Oaks Court and Winter Garden Vineland Road intersection.

This plat is being recorded in order to comply with the requirements of the Zen Luxury Living (formerly known as Cypress Club) Land Use Plan / Zen Luxury Living Development Plan as approved by the Orange County Development Review Committee on December 17, 2014.

This plat is being placed on the Consent Agenda in order to comply with the requirements of Chapter 34, Article III, Section 34-48(b) of the Orange County Code.

Action Requested: Authorization to record the plat of Zen Luxury Living.
District 1.


MVM/DMA/mk

Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS
DEPARTMENT
2

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: Mark V. Massaro, P.E., Director
Public Works Department

PHONE NUMBER: (407) 836-7970

SUBJ: **Pointe at Hunter's Creek Tract H&I Retention Pond-Hunter's Creek
Community Association Use Agreement**

On May 24, 2016 at the MSBU public hearing for retention pond maintenance, staff made a presentation addressing the establishment of an MSBU and the transfer of Tract H and I to the Hunter's Creek Community Association, Inc. for ownership and operation.

Knowing that the transfer process would take time to complete, the MSBU was established with conditions. In order for the Hunter's Creek Community Association to assume maintenance responsibilities for mowing and spraying prior to the transfer, a Use Agreement had to be executed by October 1, 2016. Attached for approval is the Use Agreement between Orange County and the Hunter's Creek Community Association.

The County's Attorney's office and Risk Management Division have reviewed the agreement and find them acceptable.

Action Requested: **Approval and execution of Use Agreement between Hunter's Creek Community Association, Inc. and Orange County, Florida for the maintenance of Tract H and I within the Pointe of Hunter's Creek Subdivision. District 1.**

MVM/wsv

USE AGREEMENT BETWEEN
HUNTER'S CREEK COMMUNITY ASSOCIATION, INC. AND ORANGE COUNTY,
FLORIDA

THIS AGREEMENT (the "Agreement") is entered into by and between Hunter's Creek Community Association, Inc. , a Florida not-for-profit corporation (the "Master Association"), with a mailing address at 14101 Town Loop Boulevard, Orlando, FL 32837 and Orange County, a charter county and political subdivision of the State of Florida (the "County"), with a mailing address at P.O. Box 1393, Orlando, FL 32802-1393.

RECITALS

WHEREAS, a single-family residential project on a certain parcel of real property known as the "Pointe at Hunter's Creek" (the "Property"), has been constructed and is located in the unincorporated area of Orange County; and

WHEREAS, the Property has been annexed into Hunter's Creek subdivision pursuant to that certain Supplemental Declaration of Master Covenants, Conditions and Restrictions of Hunter's Creek dated January 23, 2015 entered into between the Master Association and JTD Land at Kailey's Ridge, LLC ("Supplemental Declaration") and recorded in Book 10886 Page 8319 Public Records of Orange County; and

WHEREAS, Master Association, has been formed to assure the perpetual and continuous maintenance and operation of certain common areas located within Hunter's Creek including the Property; and

WHEREAS, certain storm water tracts located within the Property were dedicated to the perpetual use of the public and identified as Tracts “H” and “I” (collectively, the “Storm Water Tracts”) as reflected in in the Public Records of Orange County, Florida and recorded in Plat Book 84 Page 78; and

WHEREAS, on May 24, 2016, the County adopted a resolution (“MSBU Resolution”) establishing a Municipal Service Benefit Unit (“MSBU”) for maintenance of the Storm Water Tracts which resolution is attached hereto as Exhibit “A”; and

WHEREAS, Master Association has requested that ownership, responsibility and control of the Storm Water Tracts be transferred to Master Association and, prior to such transfer, desires to obtain a Right-of-Way Utilization Permit (the “Permit”) from County, whereby Master Association will be allowed to maintain and operate the ponds (“Improvements”) within the Storm Water Tracts; and

WHEREAS, County requires that Master Association undertake certain commitments and covenants with respect to the Storm Water Tracts and Improvements.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** Any Permit issued by County to Master Association shall be subject to the terms of this Agreement. Master

Association shall not, while maintaining or operating any or all of the Improvements, damage or modify any portion of the Storm Water Tracts without prior written approval by County and County's prior written approval of a plan to restore the Storm Water Tracts. The issuance of the Permit shall not give or grant to Master Association any ownership rights to any portion of the Storm Water Tracts.

3. **COORDINATION.** As soon as practical after this Agreement is signed, Master Association shall meet with County by contacting the Manager of the Orange County Storm Water Management Division at 4200 South John Young Parkway, Building 1, Orlando, FL 32839, and/or by calling the division at 407- 836-7990 and mutually agree as to those actions and tasks which will be undertaken on the Storm Water Tracts by Master Association. No substantial additional actions or tasks will be undertaken by Master Association without first obtaining prior approval from such Storm Water Management Division Manager. Any action, structure, item, modification, installation, or clearing that, in County's sole opinion, may impede the functional operation of planned, proposed, or existing underdrains shall not be permitted under this Agreement. The Improvements shall be maintained in such a manner as will not interfere with the use of the Storm Water Tracts by the public nor create a safety hazard on such Storm Water Tracts. If County determines that any change(s) made by Master Association may present a safety hazard, then Master Association, at its sole expense and at no cost to County, shall relocate or remove

such change(s) in such a manner as to eliminate the hazard, to the satisfaction of County.

4. **ADDITIONAL PROVISIONS.** No additional trees, irrigation lines, bushes, plants, benches, litter receptacles, utilities, or any other items or structures shall be permitted within the Storm Water Tracts. Any damage to the Storm Water Tracts resulting from the maintenance of the Improvement(s) shall be corrected by Master Association within seven (7) days, including but not limited to ruts caused by mowing equipment or scalping of the berm or slopes. Master Association will be responsible for mowing and spraying maintenance of the Storm Water Tracts and Improvements. County will be responsible for operational functioning of the Improvements during the term of this Agreement. Master Association and County acknowledge that coordination between the parties is essential.
5. **TERMINATION UPON TRANSFER OF STORM WATER TRACTS.** Pursuant to the terms of the MSBU Resolution, initial MSBU assessment proceeds collected commencing November 1, 2016, are to be placed into a County escrow account and such proceeds will be paid to the Master Association and the MSBU will terminate if the Storm Water Tracts are transferred to the Master Association on or before May 1, 2017. This Agreement shall also terminate when and if the following shall have occurred on or before May 1, 2017:
 - a. the Board of County Commissioners shall have approved a change to

the preliminary subdivision plan for the Property which change shall eliminate the requirement that the Storm Water Tracts be owned and maintained by the County;

- b. The Master Association shall have caused to be recorded in the Public Records of Orange County such revisions to the plat for the Property (or such other legal instrument or instruments as shall be satisfactory to the County in its sole discretion) that shall demonstrate that the County shall have no interest in, nor responsibility for, the Storm Water Tracts or Improvements and that the Master Association has assumed all such ownership interest in and responsibility for such Storm Water Tracts. However such Tracts shall be subject to a right of emergency access on the part of the County; and
- c. the Master Association shall have caused to be recorded in the Public Records of Orange County an amendment or revision to the Supplemental Declaration to reflect that ownership, maintenance and operation of the Storm Water Tracts are the sole responsibility of the Master Association and not the County.

- 6. **INDEMNIFICATION.** To the fullest extent permitted by law, Master Association shall defend, indemnify, and hold harmless County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising

out of, or resulting from, the performance of their operations under this Agreement. Master Association shall defend, indemnify, and hold harmless County (and any governmental body or utility authority properly using the Storm Water Tracts) from and against all expenses, costs, or claims for any damages to landscaping or modifications installed by Master Association which may result from the proper use of the Storm Water Tracts by County or other governmental body or authority due to necessary maintenance, construction, installation, or other proper use within the Storm Water Tracts.

7. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, Master Association shall obtain and possess:

a) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit;

b) Workers' Compensation coverage for all employees with statutory workers' compensation limits, and no less than \$100,000 for each incident of bodily injury or disease for Employers' Liability; and

c) Business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000 per accident. In the event Master Association does not own automobiles, Master Association shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

Prior to commencing operations under this Agreement, Master Association shall provide Certificates of Insurance to County to verify coverage. The name of the development, subdivision, or project in which the Improvement(s) are to be installed and the type and amount of coverage provided, shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County.

Master Association shall require all contractors performing work within the County right-of-way to procure and maintain workers' compensation, commercial general

liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

8. **RECORDING**. This Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of its execution. Promptly upon execution of this Agreement, Master Association shall pay to County an amount equal to the applicable cost of recording this Agreement in the Public Records of Orange County, Florida.
9. **COVENANTS RUNNING WITH THE LAND**. Unless terminated pursuant to Section 5 hereof, the provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. Furthermore, this Agreement shall be binding on all parties having any right, title, or interest in the Property described herein, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Master Association declares that the Property described in this Agreement and any portion thereof shall be held, sold, and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by County and its legal representatives, successors, and assigns.
10. **DURATION**. Unless terminate pursuant to Section 5 hereof, the provisions,

restrictions, and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners and Master Association. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, County shall have the right to cancel this Agreement upon thirty (30) days prior written notice to Master Association or to all of the owners of said lots. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded in the Public Records of Orange County, Florida.

11. **AMENDMENT.** The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners and Master Association. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida.

12. **COMPLIANCE WITH APPLICABLE LAWS.** Master Association shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.
13. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvement(s).
14. **EFFECTIVE DATE.** This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

[SIGNATURES ON FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

HUNTER'S CREEK COMMUNITY
ASSOCIATION, INC.

By: Rhonda Smith
Print Name: RHONDA SMITH

Title: PRESIDENT

Date: 9/8/16

WITNESSES:

Michelle L. Ouimet
Print Name: Michelle L. Ouimet

Denise L. Sedon
Print Name: Denise L. Sedon

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Rhonda Smith of HCCA, who is known by me to be the person described herein and who executed the foregoing, this 8th day of September, 2016. S/he is personally known to me or has produced Personally Known as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September, 2016.

Anne Marie Brooms
Notary Public
Print Name: Anne Marie Brooms

My Commission Expires: July 1, 2020

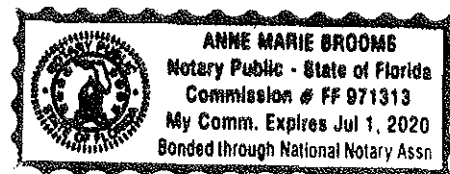


EXHIBIT "A"

Municipal Service Benefit Unit Resolution
For Maintenance of Storm Water Tracts
(Attached)

S:\LMcHenry\MSBU's and MSTU's\UseAgmt\HunterCreekRetentionPond090116.doc

DOC# 20160302832
06/13/2016 11:32:45 AM Page 1 of 4
Rec Fee: \$35.50
Martha O. Haynie, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY COMPTROLLER



Pointe at Hunter's Creek

11/2016

2. There is hereby established and created the **Pointe at Hunter's Creek 11/2016 MSBU**, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes, the boundaries of which appear on the recorded plat of **Pointe at Hunter's Creek** subdivision, Plat Book **84**, Pages **78 through 83**, Section **36**, Township **24**, Range **28**, and Lots **1 through 134**, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursement by the County of such funds as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention ponds located on Tract "**H**" and Tract "**I**" of **Pointe at Hunter's Creek** subdivision, which ponds have been dedicated to Orange County on the plat thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developer understands that this MSBU is created solely for the purpose of maintaining the retention ponds located on Tract "**H**" and Tract "**I**" of **Pointe at Hunter's Creek** subdivision, and that no other ponds or infrastructure improvements located

RECORDING DEPARTMENT: RETURN TO FINANCE & ACCOUNTING SPECIAL ASSESSMENTS

within the Pointe at Hunter's Creek subdivision may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU.

3. The County shall perform or cause to be performed minimum maintenance services in the retention pond areas, which maintenance shall be limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention ponds. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described herein.

4. Upon completion of construction of the retention ponds and the placement of those ponds into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention ponds in the MSBU. This non-ad valorem special assessment is levied for the first time as of **November 1, 2016**, and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the retention ponds. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such non-ad valorem special assessments have been collected. The estimated annual cost of operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance, is **\$10,318.00**, and the estimated annual non-ad valorem special assessment to each freeholder is **\$77.00**. Proceeds of collection of such non-ad valorem special assessments as provided hereinafter are to be put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

5. Special Condition - In the event that the Hunter's Creek Community Association, Inc.(HCCA) indicates a desire to have the retention ponds transferred to HCCA for maintenance, the initial yearly assessment proceeds shall be placed in a County escrow account. Should the HCCA complete all steps needed to accomplish such transfer on or before May 1, 2017, the escrow account balance will be paid to HCCA and this MSBU will terminate as of the transfer date. In the interim period that ends on or before May 1, 2017, HCCA must assume mowing and spraying maintenance responsibilities under a Use Agreement to be executed by October 1, 2016. Failure to meet this Special Condition shall render this paragraph as null and void.

6. Upon completion of construction of the retention ponds and the placement of those ponds into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention ponds and the administration of the MSBU. Such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad valorem special assessments upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197.3632, Florida Statutes, shall be used.

7. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.

8. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.

9. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07,

Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

10. It is understood and agreed between the County and the Developer that (if applicable) as the Pointe at Hunter's Creek subdivision expands, the additional Additions, Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.

11. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.

ADOPTED THIS _____ DAY OF MAY 24 2016, 2016

ORANGE COUNTY, FLORIDA

BY: _____

[Signature]
ORANGE COUNTY MAYOR



DATE: _____

6.2.16

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

BY: _____

[Signature]
for DEPUTY CLERK



Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS
DEPARTMENT
3

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: Diana M. Almodovar, P.E., Manager
Development Engineering Division

PHONE NUMBER: (407) 836-7974

SUBJ: Authorization to record the plat of Bainbridge Grande Pines

The Public Works Department requests authorization to record the plat of Bainbridge Grande Pines. This is a two lot plat located on Westwood Boulevard approximately one quarter mile Northwest of the Westwood Boulevard and International Drive South intersection.

This plat is being recorded in order to comply with the requirements of the Orangewood N-2 Planned Development / Parcel 11B - Bainbridge Grande Pines Development Plan as approved by the Orange County Development Review Committee on May 11, 2016.

This plat is being placed on the Consent Agenda in order to comply with the requirements of Chapter 34, Article III, Section 34-48(b) of the Orange County Code.

Action Requested: Authorization to record the plat of Bainbridge Grande Pines.
District 1.

MVM/DMA/mk

September 2, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P.E., Director
Utilities Department



**SUBJECT: BCC Agenda Item – Discussion Agenda
September 20, 2016 BCC Meeting
Second Amendment and Renewal to the Contract for Operation,
Maintenance and Engineering Services for the Water Conserv II
Reclaimed Water System Joint Facilities and Orange County/City of
Orlando Water Conserv II Joint Facilities Annual Target Budget
Contact Person: Larry G Tunnell, P. E., P. G., Manager
Water Reclamation Division
Utilities Department
(407) 254-9685**

The Water Conserv II project, which is jointly owned by the City of Orlando and Orange County, provides over 30 million gallons of reclaimed water daily for citrus irrigation, rapid infiltration basins (RIBs), nurseries/tree farms, golf courses and residential irrigation within the Horizon West development. The existing Water Conserv II Contract for Operation Services, with Woodard & Curran, Inc., has a five year term of service that expires on September 30, 2016. The contract provides for subsequent renewal with a five year term at the discretion of the City and County. The operating budget for the facility is negotiated annually and must be approved each year by the Board of County Commissioners and the Orlando City Council. Renewal of the contract with Woodard and Curran is needed in conjunction with approval of the 2017 project budget authorization to Woodard & Curran, Inc.

Second Amendment and Renewal to the Contract for Operations

The County and City have negotiated with Woodard and Curran to amend the terms and renew the contract for an additional five years. The proposed second amendment will provide cost savings benefits to the City and County while maintaining the level of services provided. The contract describes the scope of services, compensation for services, the rights and responsibilities of the parties and other requirements necessary for the administration of the contract.

Water Conserv II Joint Facilities Annual Target Budget

The Water Conserv II operations annual target budget includes the cost of labor, equipment, chemicals, repairs, professional services, and general maintenance necessary to operate and maintain the jointly owned facility. The County's and the City's share of the operation and maintenance cost are based on metered flow from the County's South Water Reclamation Facility (Approximately 68%) and the City's McLeod Road Water Reclamation Facility (approximately 32%). The cost for all capital improvements is shared equally. The total project budget for 2017 is \$8,536,424. The

Interoffice Memorandum

September 20, 2016 BCC Agenda – Conserv II Amendment and Renewal/Annual Target Budget
September 2, 2016
Page 2 of 2

City's share of the estimated 2017 project budget is \$3,670,918.29. The County's share is \$4,865,505.71. Sufficient funds are available in account numbers 4420-038-1352-3135, 4420-038-1352-3820, 4420-038-1352-6310, and 4420-038-1445-6350.

The proposed Water Conserv II 2017 budget of \$8,536,424 is a 56.6% increase from the 2016 budget of \$5,449,716. The 2017 operations and maintenance budget increased 19.3% from the previous year with \$3,318,300 proposed for 2017 and \$2,781,000 approved for 2016. The capital and renewal portion of the proposed 2017 budget represents an increase of 95.5% from the previous year with \$5,218,124 proposed for 2017 and \$2,668,725 approved in 2016.

The primary increase in the O&M budget is for the addition of the consulting services of WSP/PB for \$447,250. In previous years, these services were paid out of the Orange County Water Resources Program (WRP) contract and the City reimbursed the County for their share of the fees. This year, the WRP contract was up for renewal and the Water Conserv II Partners wanted to ensure the services that WSP/PB provided would not be interrupted if they were not selected again under the County's WRP contract.

The CIP budget increases were due to several new items that were not in the previous year's budget. The largest increase of \$1,798,300 is for repair of the 54-inch pipeline along the Florida Turnpike. This pipeline appears to have experienced a significant sag after a sinkhole event late last year. The second largest increase of \$750,000 is to install 2 new connections on the 54-inch pipeline for a new booster pump station that is currently under design.

The County Attorney's Office and Risk Management staffs have reviewed the contract and find it acceptable as to form. Utilities Department staff has reviewed the contract and budget and recommends approval.

Action Requested: **Approval and execution of Second Amendment and Renewal to the Contract for Operation, Maintenance and Engineering Services for the Water Conserv II Reclaimed Water System Joint Facilities by and between the City of Orlando, Florida, Orange County, Florida and Woodard & Curran, Inc.**

-and-

Approval of funding for the Orange County/City of Orlando Water Conserv II Joint Facilities Annual Target Budget with Woodard & Curran, Inc. The County's share of the estimated project budget is \$4,865,505.71.

All Districts.

SECOND AMENDMENT AND RENEWAL

TO THE

CONTRACT FOR OPERATION, MAINTENANCE AND ENGINEERING SERVICES

FOR THE

WATER CONSERV II RECLAIMED WATER SYSTEM JOINT FACILITIES

THIS SECOND AMENDMENT AND RENEWAL (the "SECOND AMENDMENT") is made and entered into this _____ day of _____, 2016 by and between the **City of Orlando, Florida**, a municipal corporation existing under the laws of the State of Florida, 400 S. Orange Avenue, Orlando, Florida 32801 (CITY), **Orange County, Florida**, a charter county and political subdivision of the State of Florida, 201 South Rosalind Avenue, Orlando, Florida 32801 (COUNTY), hereinafter jointly referred to as the "CITY/COUNTY," and **Woodard & Curran Inc.**, a Maine corporation with a principal place of business located at 41 Hutchins Drive, Portland, Maine, 04102, (hereinafter "CONTRACT OPERATOR").

WHEREAS, the CITY/COUNTY and the CONTRACT OPERATOR have previously entered into a Contract for Operation, Maintenance and Engineering Services (hereinafter the "CONTRACT") dated September 21, 2006, for the Water Conserv II Reclaimed Water System Joint Facilities, which initial term expired on September 30, 2011; and

WHEREAS, Section 19.2 of the CONTRACT allows for renewal for succeeding terms of five (5) years based upon negotiation of the Scope of Services and Reimbursable Costs; and

WHEREAS, the CITY/COUNTY and the CONTRACT OPERATOR have previously entered into an amendment and renewal to the CONTRACT (hereinafter the "FIRST AMENDMENT") dated September 21, 2011, which expires September 30, 2016; and

WHEREAS, the CITY/COUNTY and the CONTRACT OPERATOR now desire to extend the term of the CONTRACT, amend certain provisions of the CONTRACT, including certain provisions set forth in the FIRST AMENDMENT, and add certain new conditions; and

WHEREAS, the parties agree that except as specifically amended herein, the other terms and provisions of the CONTRACT, as amended by the FIRST AMENDMENT, remain in full force and effect.

City Council Meeting: 8/29/16
Item: 1-1 Documentary: 160829101

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RECITALS; DEFINED TERMS

All of the recitals contained herein are true and correct, and are incorporated herein by reference. Capitalized terms used herein shall have the meanings ascribed to them in the CONTRACT unless defined in this SECOND AMENDMENT.

II. TERM

As specifically allowed in Section 19.2 of the CONTRACT, this SECOND AMENDMENT shall extend the term of the CONTRACT for an additional five (5) year term to and including September 30, 2021.

III. BILLING OF REIMBURSABLE ITEMS

Section 3 of the CONTRACT, as amended by the FIRST AMENDMENT, provides that the COUNTY will directly pay for certain specified services including an item identified as "PB Americas, Inc. Annual O&M Services to Orange County -- (Refers to consulting services that had formerly been paid directly by the COUNTY in support of the operations and maintenance of the Water Conserv II Reclaimed Water Joint Facilities)". Section 3 of the CONTRACT is hereby amended to include the item described as:

WSP | Parsons Brinckerhoff Annual O&M Services to Orange County – (Refers to consulting services that had formerly been paid directly by the COUNTY in support of the operations and maintenance of the Water Conserv II Reclaimed Water Joint Facilities)

As an item that CONTRACT OPERATOR will be responsible for direct payment of on a Cost-Plus-Fixed-Fee method.

IV. SECTION 8 CLAIMS AND DISPUTES/REMEDIES

Section 8.2.1 of the Contract is hereby deleted and replaced with the following:

8.2.1 Except as provided in Section 8.1 herein, all claims, disputes and/or matters in question between CITY/COUNTY and the CONTRACT OPERATOR arising out of or relating to this CONTRACT, or breach of it, will be decided by arbitration if the parties hereto mutually agree, or if they do not agree, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division). The parties consent and submit to the exclusive jurisdiction of any such court and expressly waive all rights to trial by jury for any matters arising under this Agreement. Neither party shall be liable to the other party in any legal matter, dispute, action or proceeding arising out

of or related to this CONTRACT for the expense of the other party's attorneys' fees and court costs, including those incurred on appeal or in bankruptcy.

V. SECTION 9 BONDS, INDEMNITY AND INSURANCE

Section 9.1 of the CONTRACT is hereby deleted and replaced with the following:

9.1 Indemnity

To the fullest extent permitted by law, the CONTRACT OPERATOR shall indemnify and hold harmless the CITY/COUNTY, their officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses, including attorney's fees for personal injury and property damage to the extent resulting from any negligent act or omission of CONTRACT OPERATOR or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the negligence of the CITY/COUNTY. To the extent that the CITY/COUNTY incurs defense costs that are covered by CONTRACT OPERATOR's indemnity obligations under this paragraph, CONTRACT OPERATOR shall reimburse CITY/COUNTY for such defense costs at the conclusion of the legal proceeding.

Provided, however, to the extent that this CONTRACT is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the CONTRACT OPERATOR to indemnify or hold harmless the CITY/COUNTY, its officers and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONTRACT OPERATOR and persons employed or utilized by the CONTRACT OPERATOR in the performance of the CONTRACT; and the aggregate liability of CONTRACT OPERATOR under this CONTRACT shall not exceed the total value of the construction project paid to CONTRACT OPERATOR, or one million dollars (\$1,000,000), whichever is greater.

Section 9.1.2 of the CONTRACT is hereby deleted and replaced with the following:

9.1.2 Hold Harmless

CITY/COUNTY agree to indemnify and hold harmless the CONTRACT OPERATOR, its elected officers and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses including attorney's fees for personal injury and property damage to the extent attributable to CITY/COUNTY's negligent acts or omissions, or those of its officials and employees acting within the scope of their employment. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by CITY/COUNTY to assume any liability for the negligence of the CONTRACT OPERATOR. CITY/COUNTY shall not assume any liability for consequential damages, including though not exclusively, loss of revenue and loss of use of equipment.

Section 9.1.3 of the CONTRACT is hereby deleted and replaced with the following:

9.1.3 Hazardous Substances, Claims by Third Parties

CONTRACT OPERATOR agrees to indemnify and hold harmless CITY/COUNTY from any and all claims, by third party persons or legal entities, for losses, damages, costs or other claims and liabilities arising from CONTRACT OPERATOR's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to CONTRACT OPERATOR's operations herein but only to the extent caused by the negligence of the CONTRACT OPERATOR. To the extent that the CITY/COUNTY incurs defense costs that are covered by CONTRACT OPERATOR's indemnity obligations under this paragraph, CONTRACT OPERATOR shall reimburse CITY/COUNTY for such defense costs at the conclusion of the legal proceeding. CONTRACT OPERATOR agrees that it shall dispose of all Materials in strict compliance with local, state and federal statutes, laws, ordinances, codes, rules, regulations, orders or decrees and shall provide evidence of such disposal satisfactorily to CITY/COUNTY's designated representative. In the event of CONTRACT OPERATOR's failure to comply with this paragraph, CONTRACT OPERATOR shall, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by CONTRACT OPERATOR's failure to comply and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage. Upon discovery of a failure or violation related to its disposal operations, CONTRACT OPERATOR shall immediately notify such failure or violation to all applicable governmental agencies having jurisdiction and to the CITY/COUNTY. CITY/COUNTY acknowledges that, in seeking the services of CONTRACT OPERATOR under this CONTRACT, CITY/COUNTY are requesting CONTRACT OPERATOR to undertake environmental and other operational obligations for CITY/COUNTY'S benefit which may be uninsurable. Therefore, notwithstanding anything contained in this CONTRACT to the contrary, CITY/COUNTY agrees that CONTRACT OPERATOR'S indemnity of CITY/COUNTY set forth above shall not apply to and CONTRACT OPERATOR shall not be liable to the CITY/COUNTY for and, to the extent permitted by Section 768.28, Florida Statutes, CITY/COUNTY shall indemnify and hold harmless CONTRACT OPERATOR, its directors, officers, employees and agents from and against, any and all claims, by persons or legal entities other than CITY/COUNTY for losses, damages, costs or other claims and liabilities, including (without limitation of the type or kind of claims or liabilities covered) those arising under local, state or federal laws (including but not limited to the Clean Water Act, CERCLA or RCRA) or common law theories of strict liability, which are directly or indirectly connected with or caused by or arise on account of the presence, discharge, release, disposal or escape of hazardous or toxic substances, waste, pollutants or contaminants of any kind (hereinafter collectively "Hazardous Substances"), whether at CITY/COUNTY'S Water Reclamation Facilities or at any other location, which hazardous substances (i) are contained in the influent to the JOINT FACILITIES, or (ii) are not added by CONTRACT OPERATOR (hereinafter collectively "Indemnified Substances"). It is expressly understood and agreed that CONTRACT OPERATOR is not and shall not be responsible or liable for, and that CITY/COUNTY'S indemnity of CONTRACT OPERATOR hereinabove set forth shall, without limitation of the type or kind of claims or liabilities covered, apply to and cover any and all claims and liability, including future claims and liability resulting from regulatory changes in presently accepted practices, caused by or arising directly or indirectly from the

presence or release of Indemnified Substances on or off the site of the JOINT FACILITIES or the presence or release of the Indemnified Substances contained in water in or distributed from the JOINT FACILITIES. Notwithstanding the above, with respect to losses, damages, costs or other claims or liabilities caused by substances which are added or are required to be added by the CONTRACT OPERATOR pursuant to the provisions of this CONTRACT (for example, chlorine), the release from liability and CITY/COUNTY'S indemnification of CONTRACT OPERATOR set forth above in this Section 9.1.3 shall not apply to such losses, damages, costs or other claims and liabilities to the extent such losses, damages, costs or other claims or liabilities were caused by the negligence or willful misconduct of the CONTRACT OPERATOR. The provisions of this paragraph shall survive the termination or expiration of the CONTRACT."

Section 9.2 of the CONTRACT is hereby deleted and replaced with the following:

9.2 Insurance

CONTRACT OPERATOR agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this CONTRACT the following types of insurance coverage with limits and on forms including endorsements as described herein.

The CONTRACT OPERATOR shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. All policies referenced herein, except the Workers' Compensation and Professional policies, shall list the City/County, their employees, appointed and elected officials, as additional insureds. All policies shall contain a provision requiring written notice to the City/County at least thirty (30) days prior to cancellation or material modification.

Required Coverage:

1. **Workers' Compensation** The CONTRACT OPERATOR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the CITY/COUNTY.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

2. **Commercial General Liability** The CONTRACT OPERATOR shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$10,000,000 (ten million dollars) per occurrence. CONTRACT OPERATOR further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. Any deductibles applicable to the general liability policy shall not exceed \$500,000, which deductible shall not be

the responsibility of the CITY/COUNTY. All umbrella policies shall be written on a "follow-form" basis and may be combined to meet the required limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

3. **Business Automobile Liability** The CONTRACT OPERATOR shall maintain coverage for all owned; non owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million dollars) per accident. In the event the CONTRACT OPERATOR does not own automobiles the CONTRACT OPERATOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

4. **Professional Liability (if applicable)**- The CONTRACT OPERATOR shall maintain professional liability coverage with limits of not less than \$2,000,000 (two million dollars) per claim and in the aggregate .

5. **Contractor's Pollution Liability**- The CONTRACT OPERATOR shall maintain pollution liability coverage including onsite clean up coverage for all incidents associated with their negligent operation and maintenance of the JOINT FACILITIES.

When a self-insured retention or deductible exceeds \$100,000 the CITY/COUNTY reserves the right to request a copy of CONTRACT OPERATOR's most recent annual report or audited financial statement.

For policies written on a "Claims-Made" basis the CONTRACT OPERATOR agrees to maintain a retroactive date prior to or equal to the effective date of this CONTRACT. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this CONTRACT the CONTRACT OPERATOR agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONTRACT OPERATOR of the obligation to provide replacement coverage.

By entering into this CONTRACT, CONTRACT OPERATOR agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the CITY/COUNTY for the workers' compensation and liability policies as required herein. When required by the insurer or should a policy condition not permit the CONTRACT OPERATOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACT OPERATOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this CONTRACT the CONTRACT OPERATOR shall provide the CITY/COUNTY with current

certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONTRACT OPERATOR shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the following with copies to the designated representatives for both the CITY and the COUNTY.

Orange County Board of County Commissioners
c/o Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

City of Orlando
Director of Public Works
400 South Orange Avenue
Orlando, Florida 32801

VI. CONTROLLING LAWS

Section 17 of the CONTRACT is hereby deleted and replaced with the following:

The parties to this CONTRACT acknowledge that this CONTRACT is made and entered in the State of Florida. This CONTRACT, including all amendments hereto, and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of the laws of another jurisdiction.

VII. ENTIRE AGREEMENT

This SECOND AMENDMENT shall not supersede or amend the CONTRACT or other amendments except as specifically provided herein. No additions, alterations, or variations to the terms of this SECOND AMENDMENT shall be valid, nor can the provisions of this SECOND AMENDMENT be waived by either party, unless such additions, alterations, or waivers are expressly set forth in writing in a document duly executed by both parties.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this SECOND AMENDMENT on the day and year first written above.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

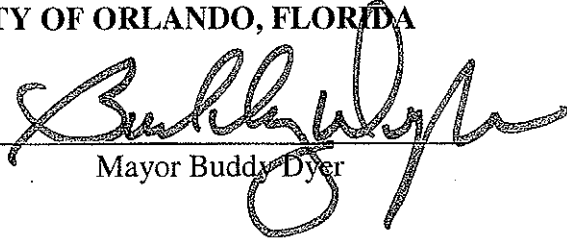
By: _____
Teresa Jacobs
Orange County Mayor

Attest:

By: _____
Martha O. Haynie, County Comptroller
Clerk to the Board of County Commissioners

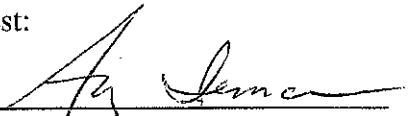
CITY OF ORLANDO, FLORIDA

By:


Mayor Buddy Dyer

Attest:

By:


Amy Iannaco
Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

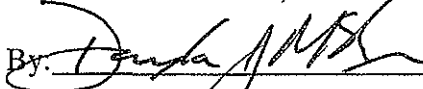
For the use and reliance of Orlando, Florida

8/31 2016


Assistant City Attorney, Orlando, FL

CONTRACT OPERATOR

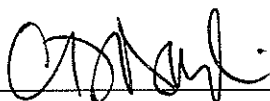
Woodard & Curran, Inc.

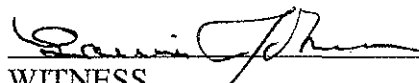
By: 

Print Name: Douglas J. McKeown

Title: CEO

Signed, sealed and delivered in the
presence of :



WITNESS


WITNESS

 Maine
STATE OF ~~FLORIDA~~ }
COUNTY OF Cumberland }

 PERSONALLY APPEARED before me, the undersigned authority,
Douglas J. McKeown, ☒ well known to me or [] who has produced his/her
 CEO as identification, and known by me to be the
before me that he/she executed the foregoing instrument on behalf of said corporation as its true act
and deed, and that he/she was duly authorized to do so.

2016 WITNESS my hand and official seal this 1 day of September.


NOTARY PUBLIC
Print Name: Jonathan N. Gridley
My Commission Expires: June 9, 2023

JONATHAN N. GRIDLEY
NOTARY PUBLIC
State of Maine
My Commission Expires
June 9, 2023



Interoffice Memo

II. DISCUSSION AGENDA
HEALTH SERVICES
DEPARTMENT
1

GENDA ITEM

August 30, 2016

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

FROM: Christopher Hunter, M.D., Ph.D., Director *J. Goodrich*
Health Services Department

SUBJECT: Fee Directory Update
Discussion Agenda – September 20, 2016

On July 12, 2016, Dr. Kevin Sherin gave an update to the BCC on the Florida Department of Health (FDOH) priorities for the upcoming fiscal year. The presentation included discussions on how alignment of resources may help address recent cuts to public health funding. Additionally, Dr. Sherin presented an updated fee schedule for the Orange County Health Department, including supporting rationale for the proposed changes.

On September 20, 2016, Dr. Kevin Sherin will provide an additional update to the BCC to conclude his presentation.

ACTION REQUESTED: Approval and execution of Resolution of the Orange County Board of County Commissioners regarding certain services fees charged by Orange County Health Department and authorizing revisions to the schedule of fees to take effect immediately. **(Health Services Department)**

Attachments

Cc: Ajit Lalchandani, County Administrator
George A. Ralls, M.D., Deputy County Administrator
Kevin Sherin, M.D., Director, Orange County Department of Health
Randy Singh, Assistant County Administrator
Kurt Peterson, Manager, Office of Management & Budget

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
Regarding
**CERTAIN SERVICES FEES CHARGED BY
ORANGE COUNTY HEALTH DEPARTMENT**

Resolution No. 2016-_____

WHEREAS, the Board of County Commissioners has authority by law to enact and, from time to time, amend fees charged by the Orange County Health Service Department for services rendered to the public; and

WHEREAS, Orange County can legally charge a fee for such services that captures the reasonable cost associated with administrative, personal services, operating, capital, and overhead to provide that service; and

WHEREAS, the Orange County Health Services Department has recommended a change in some fee amounts in order to make the fee imposition fairly reflect the actual cost of service provision; and

WHEREAS, the County's Office of Management and Budget concurs with the recommendation that the Board approve the revisions to the schedule of fees as to services rendered.

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

Section 1. The Board of County Commissioners of Orange County hereby approves the schedule of fees attached hereto as "Exhibit A" and thereby amends the existing fee schedule and establishes new fees to become effective immediately.

Section 2. This Resolution shall take effect immediately, and the rates established hereby shall take effect upon approval, or as soon afterward as is practical.

ADOPTED THIS ____ DAY OF _____, 2016.

ORANGE COUNTY, FLORIDA

By:

Terese Jacobs
County Mayor

DATE:

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

BY: _____
Deputy Clerk

New Fees being requested to cover unmet needs by the Environmental Health Office

Fee Type	Description	Current Fee Amount	Cost to Provide Service	Proposed Fee Amount
Tattoo Artist License Fee	This fee will be used to cover the cost of providing a license to Tattoo Artists which will be worn by all Artists to enable the Public and Law Enforcement to know which practicing artists have a valid permit and inspection from the Health Department	\$0.00	\$25.00	\$25.00
Tattoo Artist License Lost License Replacement Fee	This fee will be used to cover the cost of reproducing a lost Tattoo Artist License	\$0.00	\$5.00	\$5.00
Health Department Research Fee	This fee will be used to cover the cost of conducting research related to our programs, files and communities which we cannot fully do as we have no fee to cover this cost	\$0.00	\$5.00	\$5.00
Health Department Training Fee	This fee will be used to cover the cost of providing training to the public, contractors and permitted facilities as well as the cost of the training materials. We would like this fee to be up to \$20 per hour plus materials to cover a wide range of training possibilities and audiences	\$0.00	Up to \$20.00 per hour plus materials	Up to \$20.00 per hour plus materials
Late Re-inspection Fee	We would like to request a late re-inspection of \$5 per month until paid for any facility requiring re-inspection. We currently have a re-inspection fee but many times it is not paid until well into the next permit year. It is hoped that the \$5 per month fee will encourage facilities to pay their re-inspection fees when service is provided.	\$0.00	\$5.00	\$5.00

Interoffice Memorandum

August 30, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

CONTACT: John Petrelli, Director, Risk Management Division and
Professional Standards
836-9636

SUBJECT: Selection of Law Firm, Request for Proposals, Y16-1074-LC,
Labor/Management Legal Counsel Services

RECOMMENDATION

Selection of one firm and one ranked alternate to provide Labor/Management Legal Counsel Services, Request for Proposals, Y16-1074-LC, from the following firms listed alphabetically:

Dean, Ringers, Morgan & Lawton, P.A.
GrayRobinson, P.A.

Further request authority for the Procurement Division to negotiate and execute a 3-year contract with a budget of \$200,000. Further request authorization for the Procurement Division to renew the contract for two additional 1-year periods. This item was evaluated by the Procurement Committee on August 17, 2016. Commissioner S. Scott Boyd was assigned to the committee.

PURPOSE

To provide legal counsel in the areas of labor management and related matters to the County's Risk Management program.

DISCUSSION

The program is administered by the Risk Manager and a third-party administrator who are responsible for the initial investigation and evaluation of claims.

The disposition of claims is made by the Risk Manager in conjunction with the Risk Management Committee, which consists of members appointed by the County.

This includes claims defense litigation similar to that required by an insurance carrier or large self-insurer.

The program is a mechanism through which discrimination and other unlawful employment practices are settled, litigated or denied. The law firm for labor management legal counsel will provide competent and cost-effective legal defense, including appellate services.

The firm may also provide legal advice and services unrelated to individual claims, such as drafting contract indemnity clauses, advice regarding insurance, and assistance in legislative tort issues.

The proposal from Wideman Malek Attorneys at Law scored too low for Board consideration.

The Procurement Committee's evaluations are attached.


RFP#: Y16-1074-LC, Labor/Management Legal Counsel	QUAL OF		QUAL OF		M/WBE		LOCATION		LITIGATION		Welfare Workers	SDV Sub- Contractor Hires	SDV Prime Proposers	TOTAL
	FIRM		ATTORNEY						EXPERIENCE					
WEIGHT	30		30		10		10		20		5	10	5	
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE				
GrayRobinson , P.A.	4.25	127.50	5.00	150.00	3.00	30.00	5.00	50.00	5.00	100.00	0.00	0.00	0.00	457.50
Dean, Ringers, Morgan & Lawton, P.A.	4.0	120.0	4.0	120.0	3.0	30.0	5.0	50.0	5.0	100.0	0	0	0	420.00



Interoffice Memorandum

September 12, 2016

To: Linda Carson, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJ: RFP #Y16-1074-LC, Labor/Management Legal Counsel

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

1.	GrayRobinson, P.A.		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	45%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	

2.	Dean, Ringers, Morgan & Lawton, P.A.		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	41%	
Bonus Points			
*	Service-Disabled Veterans (SDV)	0	
*	Welfare Recipients:	0	

*The Schedule of Sub-Contracting – SDV Participation and the Welfare Transition and/or Dislocated Worker forms were not submitted with the proposal.



3.	Widerman Malek Attorneys at Law		1 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	12%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	



Interoffice Memorandum

AGENDA ITEM

September 9, 2016

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

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

SUBJECT: September 20, 2016 – Discussion Item
Development Activity and School Impact Fee Increase

On May 10, 2016, the Board of County Commissioners (Board) held a public hearing on the adoption of the school impact fee update along with the effective date for collection of associated fees. The first 50% rate increase will take effect on October 1, 2016 with the second 50% rate increase taking effect on January 1, 2017.

The purpose of the presentation will be to provide the Board with a brief overview highlighting the efforts that the Community, Environmental and Development Services Department Permitting Services has taken to inform the development community of the rate increase and effective date and provide an update on the commercial and residential plan review processes for those projects subject to the increase.

This item is for informational purposes only, no action required by the Board

JVW:tb



**Orange County
Board of Zoning Adjustment
RECOMMENDATIONS
BOOKLET**

September 1, 2016

Prepared by:
Community, Environmental & Development Services Department,
Orange County Zoning Division



ORANGE COUNTY GOVERNMENT

BOARD OF ZONING ADJUSTMENT (BZA)

Carolyn Karraker <i>Vice Chairwoman</i>	District #1
Gregory A. Jackson	District #2
Tony Rey	District #3
Deborah Moskowitz	District #4
Zachary Seybold <i>Chairman</i>	District #5
Eugene Roberson	District #6
Chuck Norman	At Large

ORANGE COUNTY ZONING DISTRICTS

Agricultural Districts

A-1	Citrus Rural
A-2	Farmland Rural
A-R	Agricultural-Residential District

Residential Districts

R-CE	Country Estate District
R-CE-2	Rural Residential
R-CE-5	Rural Country Estate Residential District
R-1, R-1A, & R-1AA	Single-Family Dwelling Districts
R-1AAA & R-1AAAA	Residential Urban Districts
R-2	Residential District
R-3	Multiple-Family Dwelling District
X-C	Cluster Districts (where X is the base zoning district)
R-T	Mobile Home Park District
R-T-1	Mobile Home Subdivision District
R-T-2	Combination Mobile Home and Single-Family Dwelling District
R-L-D	Residential-Low-Density District

Non-Residential Districts

P-O	Professional Office District
C-1	Retail Commercial District
C-2	General Commercial District
C-3	Wholesale Commercial District
I-1A	Restricted Industrial District
I-1/I-5	Restricted industrial District
I-2/I-3	Industrial Park District
I-4	Industrial District

Other Districts

P-D	Planned Development District
U-V	Urban Village District

VARIANCE CRITERIA

Section 30-43 of the Orange County Code Stipulates specific standards for the approval of variances. No application for a zoning variance shall be approved unless the Board of Zoning Adjustment finds that all of the following standards are met:

1. **Special Conditions and Circumstances** – Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. Zoning violations or nonconformities on neighboring properties shall not constitute grounds for approval of any proposed zoning variance.
2. **Not Self-Created** – The special conditions and circumstances do not result from the actions of the applicant. A self-created hardship shall not justify a zoning variance; i.e., when the applicant himself by his own conduct creates the hardship which he alleges to exist, he is not entitled to relief.
3. **No Special Privilege Conferred** – Approval of the zoning variance requested will not confer on the applicant any special privilege that is denied by the Chapter to other lands, buildings, or structures in the same zoning district.
4. **Deprivation of Rights** – Literal interpretation of the provisions contained in this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Chapter and would work unnecessary and undue hardship on the applicant. Financial loss or business competition or purchase of the property with intent to develop in violation of the restrictions of this Chapter shall not constitute grounds for approval.
5. **Minimum Possible Variance** – The zoning variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.
6. **Purpose and Intent** – Approval of the zoning variance will be in harmony with the purpose and intent of this Chapter and such zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

SPECIAL EXCEPTION CRITERIA:

Subject to Section 38-78, in reviewing any request for a Special Exception, the following criteria shall be met:

1. The use shall be consistent with the Comprehensive Policy Plan.
2. The use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.
3. The use shall not act as a detrimental intrusion into a surrounding area.
4. The use shall meet the performance standards of the district in which the use is permitted.
5. The use shall be similar in noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.
6. Landscape buffer yards shall be in accordance with Section 24-5, Orange County Code. Buffer yard types shall track the district in which the use is permitted.

In addition to demonstrating compliance with the above criteria, any applicable conditions set forth in Section 38-79 shall be met.

**ORANGE COUNTY BOARD OF ZONING ADJUSTMENT
RECOMMENDATIONS
September 1, 2016**

<u>PUBLIC HEARING</u>	<u>APPLICANT</u>	<u>DISTRICT</u>	<u>BZA Recommendations</u>	<u>PAGE #</u>
VA-16-06-050	William Johnston	2	Approved w/Conditions	1
VA-16-09-103	i-Fly of Orlando	6	Withdrawn	12
VA-16-09-105	Willie Hagins, Sr.	2	Approved w/Conditions	13
VA-16-09-106	Daniel Linares	3	Requests #1, 2 & 4 Approved w/Conditions Requests #3 & 5 Denied	20
VA-16-09-107	Sonny Dukes	1	Approved w/Conditions	33
VA-16-09-108	Ani Costa	6	Approved w/Conditions	40
VA-16-09-110	Michael Rudd	1	Approved w/Conditions	49
VA-16-09-111	Christopher Charboneau	3	Approved w/Conditions	56
VA-16-09-112	John Kassik of K. Hovnanian Homes	2	Approved w/Conditions	65
VA-16-09-113	Maureen Watford	1	Approved w/Conditions	72
SE-16-09-109	Brooks A. Stickler, P.E.	1	Approved w/Conditions	81
VA-16-09-114	Norma I. Rivera	1	Approved w/Conditions	89
VA-16-09-115	Waterford Lakes Dollar Tree	4	Approved w/Conditions	98
SE-16-09-116	Kiddie Academy	3	Approved w/Conditions	106
VA-16-09-117	Kevin Costin	1	Continued	115
SE-16-10-119	Redeemer Evangelical Lutheran Church	5	Approved w/Conditions	121
VA-16-10-120	Clyde Tucker	5	Approved w/Conditions	130

WILLIAM JOHNSTON
VA-16-06-050

REQUEST: **Variance** in the A-1 zoning district to construct an accessory building containing 5,000 sq. ft. of floor area in lieu of 1,000 sq. ft.
(Note: The applicant intends to remove 2 existing structures. The applicant submitted a petition containing 31 signatures in favor of the request).

ADDRESS: 329 W James Avenue, Apopka FL 32712

LOCATION: North side of W. James Ave., approximately 350 ft. west of Rock Springs Rd.

S-T-R: 16-20-28

TRACT SIZE: 145 ft. x 264 ft.

DISTRICT#: 2

LEGAL: ROCK SPRINGS HOMESITES S/12 LOT 7 BLK K

PARCEL ID: 16-20-28-7612-11-070

NO. OF NOTICES: 51

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

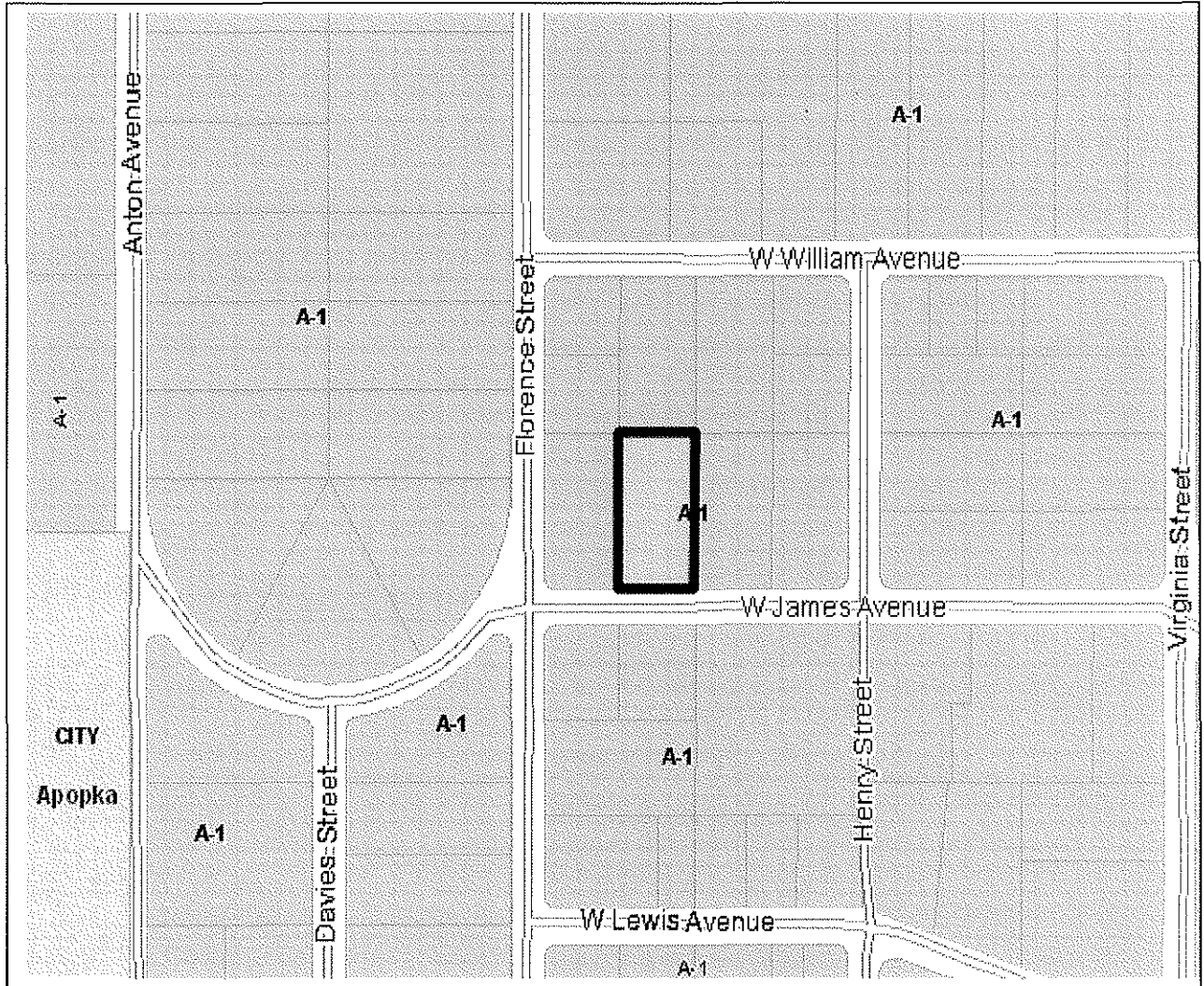
1. Development in accordance with site plan dated April 12, 2016 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. The applicant shall preserve as many trees as possible;
5. Use of the pole vaulting facility shall be limited to family, friends and guests. The owner shall not operate an instructional facility (school) open to the general public from the site; and,
6. There shall be a maximum of 2,500 cumulative square feet of accessory floor area permitted on the subject property, to be distributed as the owner deems appropriate.

SYNOPSIS: Staff explained the history of this application. It was noted that it had been continued in August to give the applicant a chance to meet with staff to determine if it was possible to connect the proposed shed to the house, making it an addition and foregoing the need for a variance. Staff explained that due to the location of the on-site well, Option #1, was not practical; and, a major stand of trees made Option #2, unacceptable. Staff continued to express concerns over the severity of the variance.

The applicants explained their desire to retain as much tree cover on the property as possible. It was tree preservation that caused them to reject the second alternative.

The BZA indicated the request was too extreme of a deviation from the code. Further, the BZA did find that given that there were already two (2) accessory structures on the site, they could validate said amount of square footage, and allow the applicant to decide how they would allocate it. There was a discussion regarding how much square footage was actually currently in place. It was decided to set the square footage at 2,500.



Applicant: William Johnston

BZA Number: VA-16-06-050

BZA Date: 09/01/2016

District: 2

Sec/Twn/Rge: 16-20-28-NE-A

Tract Size: 145 ft. x 264 ft.

Address: 329 W James Avenue, Apopka FL 32712

Location: North side of W. James Ave., approximately 350 ft. west of Rock Springs Rd.

RECEIVED

APR 12 2016

Zoning Division

VARIANCE application

TO WHOM IT MAY CONCERN:

We (Janet & William Johnston) are requesting a variance for the erection of a Detached Accessory Building located at 329 W. James Ave, unincorporated NW(Apopka) Orange County. This building to be 40' wide X 125' long X 20' high = 5000 square feet. Siding & roof made of metal and to be used for recreation (pole vaulting & fitness training), work shop, parking garage, storage, etc.

The building to be located behind the house, 15 feet or more from north property line (depending on location of big trees) and 10 feet from east & west property lines.

Statement of exceptional circumstances:

I discovered Pole Vaulting @ approximate age of 15 and have enjoyed it continuously since that time. Pole Vaulting is the motivating factor in maintaining an active lifestyle. My wife and I have pole vaulted on this property since building the house and moving in 30+ years ago. We are both now retired from teaching in Orange County Public Schools.

The pole barn, with its open sides, provides some relief from the elements of weather i.e. sun (been treated for skin cancers for 40+ years), rain, & wind, and houses the equipment and apparatus needed for training, has deteriorated to the point that it needs extensive repairs and upgrading.

Roof leaks, accumulation of natural debris (leaves, acorns, sticks, etc), bumble(boring) bees, saddleback caterpillars, POLLEN SEASON, termites & rodent infestation have combined make it absolutely essential to replace & upgrade(enclose) the building in order to continue using this property for personal health, fitness & pursuit of happiness.

We are appealing to you for relief.

The Location & Demographic make-up of **Rock Springs Homesites**, where we live, is an older "subdivision" (1951) and maintains a "cosmopolitan/eclectic" agricultural flavor. The public right-of-way where we live (West James Ave) is unpaved. **Rock Springs Homesites** has a little bit of everything; including chickens, pigs, horses, etc and dwellings from mobile homes to \$250,000+ houses. Its a "live and let live" type neighborhood. All of the residents that I polled (30+), shared the same sentiments that we have i.e. that they like it this way/ "that's why we live here" and "I don't care what you do with your property, as long as it doesn't bother me or my right to enjoy my own property."

The minimum space needed for pole vaulting requires 100' of runway and 20'-25' of space for the landing pad. The 40' width is required in order to allow:

- (a) parking for two vehicles (23' RV & pickup truck) and a lawnmower that are now parked out in the elements,
- (b) workshop & storage space to replace the 2 other buildings (workshop & PV building) that will be removed.

Consolidating all activities, material/equipment, etc from two smaller buildings into one comprehensive space will not only improve the quality-of-life of the property owners, but will also improve the property aesthetically & functionally. Therefore, making it possible to maintain the property in a fashion that will be an enhancement to the neighborhood.

There is absolutely no intent of ever using this property for commercial purposes.

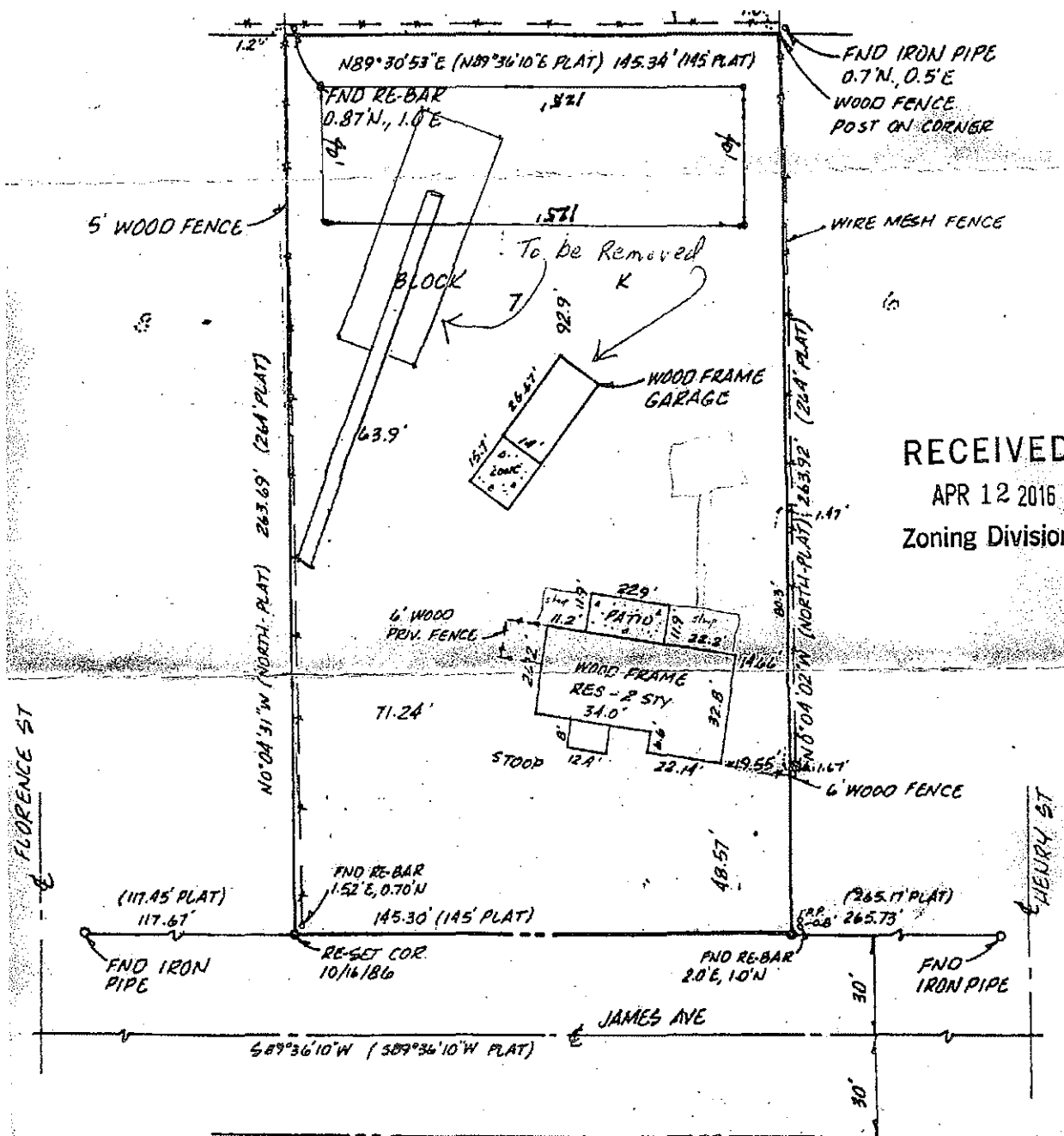
The subjective zoning regulations pertaining to size creates an inordinate burden, limiting and restricting the private property rights of the owners.

We appeal to your good judgement and use of discretionary common sense to approve and allow this building variance as requested.

Thank you,
William (Joe) & Janet Johnston
329 West James Ave
Apopka, Florida 32712

A 6 minute video, which depicts what we do here, can be found online at:
www.growingbolder.com/ and search topic: jumpinjoe and the joe dome

another 3 minute video is available on DVD.



RECEIVED
APR 12 2016
Zoning Division

NOTES:

- 1) BEARING STRUCTURE BASED ON RECORD PLAT
- 2) • DENOTES RE-BAR W/ALUM. CAP LS2494 SET

Scale 40
1/4" = 10'

PLAT OF SURVEY LOT 7, BLOCK K, ROCK SPRINGS HOMESITES,

AS RECORDED IN PLAT BOOK 5, PAGE(8), 12 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

FOR: MR. WILLIAM JOHNSON
JOB NO. 84M064
SCALE: 1"=40'

TO THE BEST OF MY KNOWLEDGE AND BELIEF,
I HEREBY CERTIFY THAT THIS MAP IS A TRUE
AND CORRECT REPRESENTATION OF THE LANDS

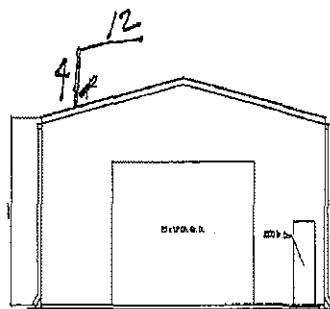
WALTER T. MIMS

Storage Building Designed For:

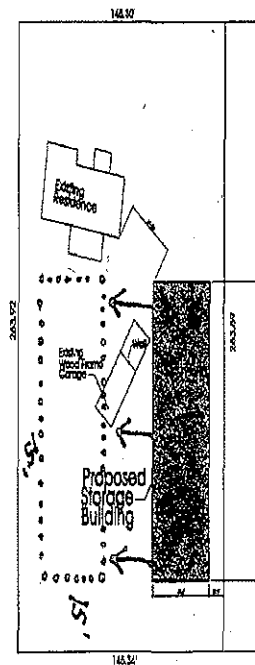
The Johnston Family

329 West James Avenue
Apopka, Florida

James Avenue

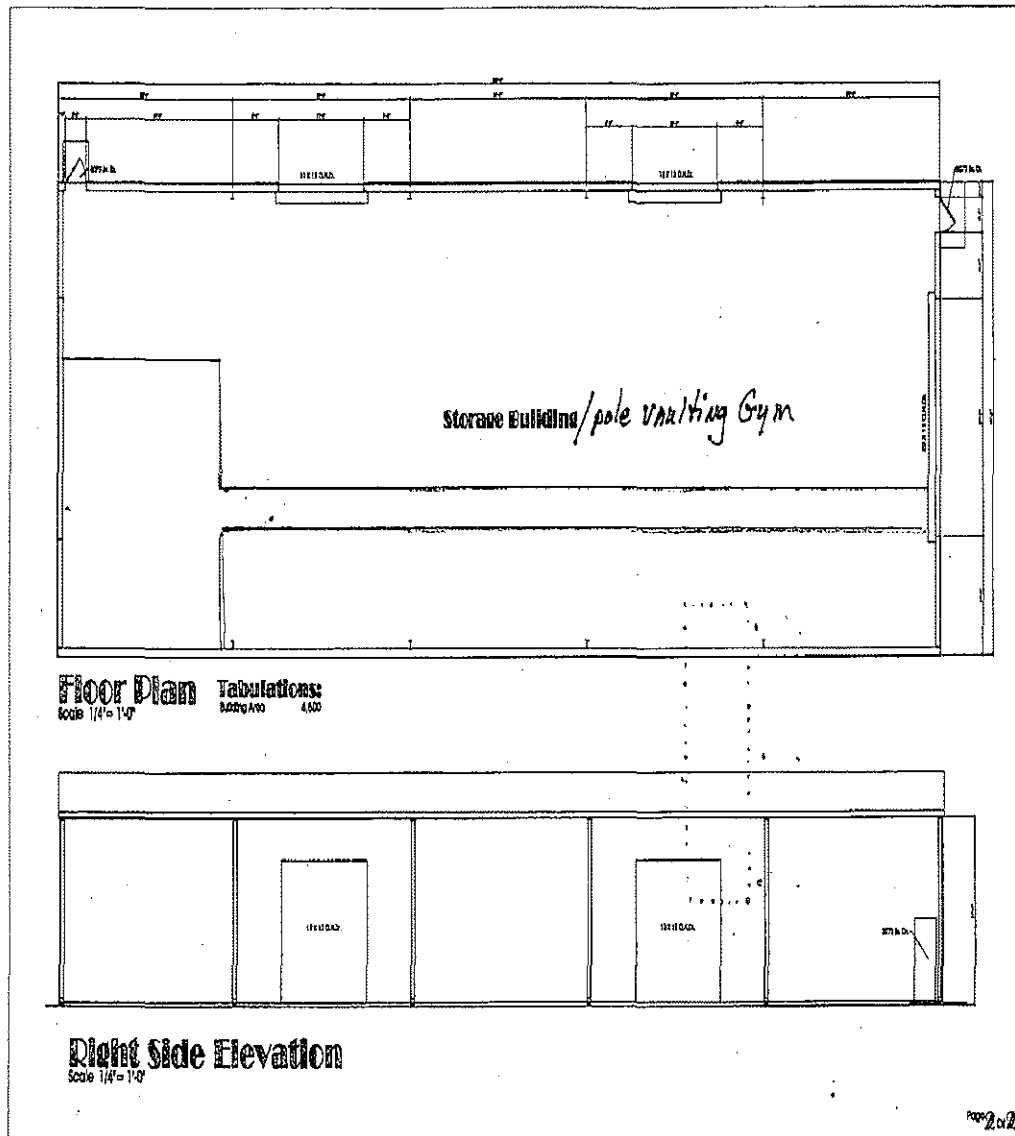


Street Elevation
Scale 1/4" = 1'-0"



Site Plan
Scale 1" = 20'-0"

Page 1 of 2





STAFF REPORT
CASE #VA-16-06-050
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
September 1, 2016
Commission District: 2

GENERAL INFORMATION:

APPLICANT: William Johnston

REQUEST: Variance in the A-1 zoning district to construct an accessory building containing 5,000 sq. ft. of floor area in lieu of 1,000 sq. ft.

(Note: The applicant intends to remove 2 existing structures. The applicant submitted a petition containing 31 signatures in favor of the request).

LOCATION: North side of W. James Ave., approximately 350 ft. west of Rock Springs Rd.

PROPERTY ADDRESS: 329 W James Ave.

PARCEL ID: 16-20-28-7612-11-070

TRACT SIZE: 145 ft. x 264 ft.

DISTRICT #: 2

ZONING: A-1

STAFF FINDINGS AND ANALYSIS:

1. The applicant and their spouse pole vaults for a hobby. They currently have a partially open accessory structure with a runway which is partially outdoors and partially under roof. The landing pit is under roof.
2. The proposed structure will allow for a completely indoor runway and pole vault pit. The remainder of the floor area will be for a workshop, and to park their truck.
3. The variance constitutes a 400% increase over that normally permitted.
4. The applicant has collected thirty-one (31) signatures from neighbors in the area.

5. The applicant's lot is very heavily wooded, as is the majority of the block on which the applicant is located. This will provide visual buffering of the structure.
6. There are two (2) existing structures on the property, the existing pole vault barn and another storage structure, which the applicant will remove. Together these structures equal just under 2,200 sq. ft.
7. Staff has concerns regarding the amount of this variance. However, it should be noted that the neighborhood has demonstrated support for the applicant's proposal in form of thirty-one (31) signatures of support.
8. At its August 4, 2016 meeting, the BZA continued this request to allow the applicant to attempt to find a way to make the proposed structure an addition to the main residence rather than a freestanding accessory structure, thereby, avoiding the need for a variance. The applicant was unable to do so.

STAFF RECOMMENDATION:

Staff has concerns regarding this application, primarily due to the large size of the variance. In the past, the BZA has recommended to allow applicants larger floor area if their property was near the size which would allow greater floor area. In this case, the applicant's property is only .87 acres in size; therefore, they are only entitled to 1,000 sq. ft. The next level allowing greater square footage would be for a parcel in the A-1 zoning district between one (1) and five (5) acres in size, which would permit up to 2,000 sq. ft. Even A-1 zoned lots greater than 3,000 sq. ft. are only allowed a total of 3,000 sq. ft. The only mitigating factor is the fact that thirty-one (31) neighbors have signed a letter of support.

If the BZA approves this request, the following conditions should be imposed:

1. Development in accordance with site plan dated April 12, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. The applicant shall preserve as many trees as possible; and,
5. Use of the pole vaulting facility shall be limited to family, friends and guests. The owner shall not operate an instructional facility (school) open to the general public from the site.

cc: William Johnston
329 W. James Avenue
Apopka, Florida 32712

i-FLY OF ORLANDO
VA-16-09-103

REQUEST: **Variance** in the C-2 zoning district to allow 421.22 sq. ft. of wall signage in lieu of 101 sq. ft.

ADDRESS: 8969 International Drive, Orlando FL 32819

LOCATION: East side of International Dr. 300 ft. north of Samoan Ct.

S-T-R: 36-23-28

TRACT SIZE: 1.77 acres

DISTRICT#: 6

LEGAL: PLAZA INTERNATIONAL UNIT ELEVEN 28/5 PORTION OF LOT 1 COMM AT MOST NLY COR LYING ON W LINE OF SAID LOT 1 TH RUN SWLY ALONG ARC CONCAVE NW 250.23 FT TO PT OF RC TH RUN SWLY ALONG ARC CONCAVE SE 1717.51 FT TO POB TH RUN NELY 32.81 FT ALONG NTC CONCAVE TO SE

PARCEL ID: 36-23-28-7165-10-019

NO. OF NOTICES: 79

This case was **WITHDRAWN** at the request of the applicant via letter dated August 23, 2016, prior to the September 1, 2016 BZA Meeting.

WILLIE HAGINS, SR.
VA-16-09-105

REQUEST: **Variances** in the A-1 zoning district as follows:
1) To allow a detached carport to be located in front of the principal structure in lieu of side or rear yards;
2) To allow detached carport 14 ft. from front property line in lieu of 35 ft.; and
3) To validate a lot with only 60 ft. of width in lieu of 100 ft.
(Note: The subject lot was platted in 1966. The carport was erected without a building permit. This application is a result of code enforcement action).

ADDRESS: 3422 Warren Sapp Drive, Apopka FL 32712

LOCATION: South side of Warren Sapp Dr., approximately 225 ft. west of Monk Ave.

S-T-R: 36-20-27

TRACT SIZE: 60 ft. x 135 ft.

DISTRICT#: 2

LEGAL: MORRISONS SUB FIRST ADDITION 1/95 LOT 4 BLOCK B

PARCEL ID: 36-20-27-5754-02-040

NO. OF NOTICES: 62

DECISION: APPROVED the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

1. Development in accordance with site plan date stamped "received June 28, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The applicant shall obtain a permit for the carport within ninety (90) days, or this approval becomes null and void.

SYNOPSIS: Staff gave a brief presentation on the case.

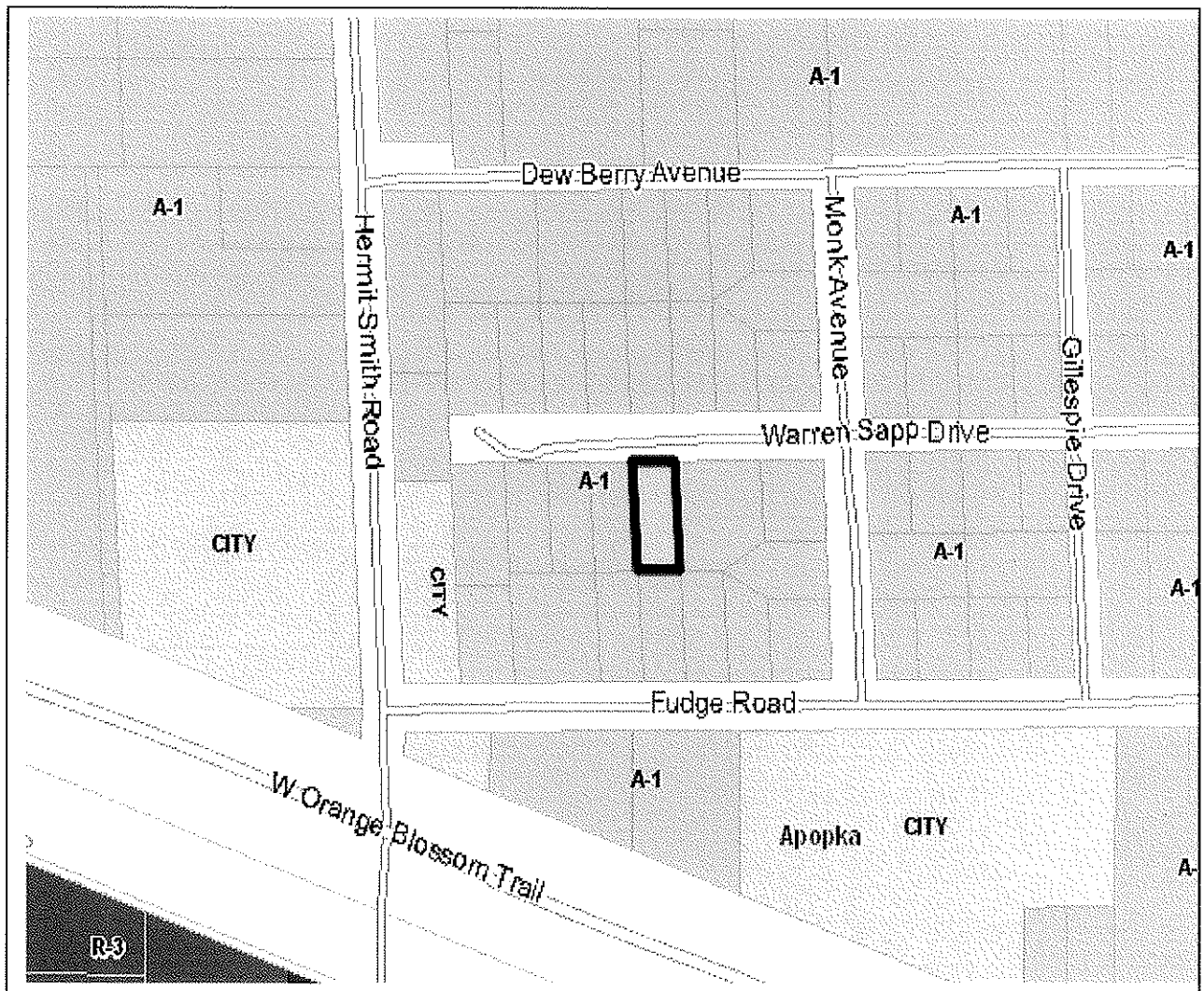
The applicant stated they were not aware that they needed a permit, and there was no other location on the property to put the carport.

The BZA asked if there was another location on the property where the carport could be placed, but concluded that the septic system prevented access to the back.

Staff received four (4) commentaries in favor of the application and none in opposition.

One person spoke in favor of the request.

The BZA approved the variances.



Applicant: Willie Hagins, Sr.

BZA Number: VA-16-09-105

BZA Date: 09/01/2016

District: 2

Sec/Twn/Rge: 36-20-27-SE-D

Tract Size: 60 ft. x 135 ft.

Address: 3422 Warren Sapp Drive, Apopka FL 32712

Location: South side of Warren Sapp Dr., approximately 225 ft. west of Monk Ave.

3422 Warren Sapp, Dr.
Apopka, FL 32712
28 June 2016

To whom it may concern

I Willie M. Haggins is requesting Variance for a Car port located at the above address since my property demintion are such that it difficult-impossible to erect a Carport within Variance, requesting premission to make exception for need of outside use for vehicle to park, events to occur (family gathering social event)

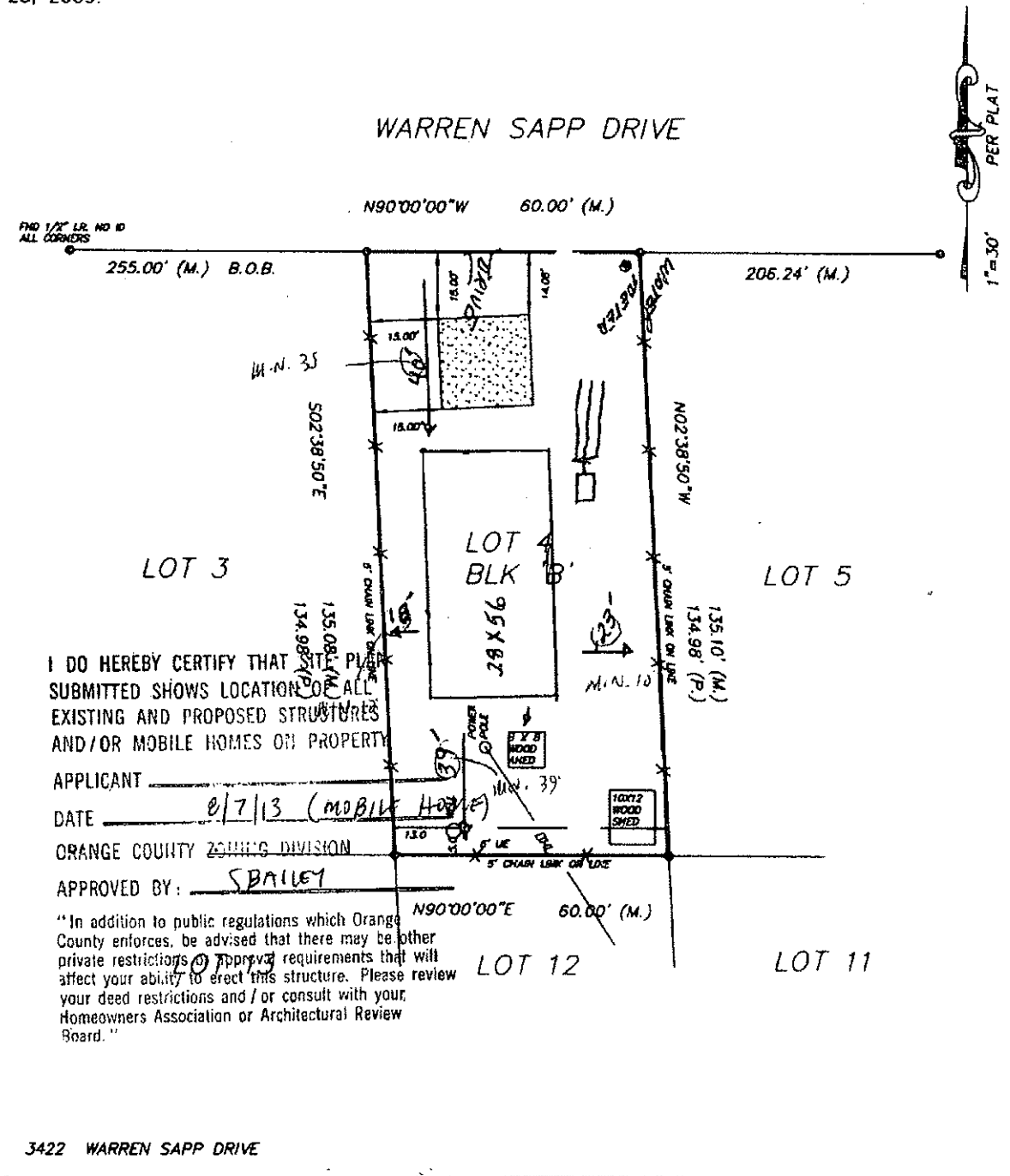
Sincerely,
Willie M. Haggins

RECEIVED

JUN 28 2016

Zoning Division

THE ABOVE REFERENCED PROPERTY IS LOCATED IN ZONE A, AREA OF MINIMAL FLOODING, AS PER F.I.R.M. COMMUNITY PANEL NO. 12095C0125 F, ORANGE COUNTY, FLORIDA. MAP DATED SEPTEMBER 25, 2009.



RECEIVED
JUN 28 2016
Zoning Division



STAFF REPORT
CASE #VA-16-09-105
Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
September 1, 2016
Commission District: 2

GENERAL INFORMATION:

APPLICANT: Willie Hagins, Sr.

REQUEST: Variances in the A-1 zoning district as follows:

- 1) To allow a detached carport to be located in front of the principal structure in lieu of side or rear yards;
- 2) To allow detached carport 14 ft. from front property line in lieu of 35 ft.; and
- 3) To validate a lot with only 60 ft. of width in lieu of 100 ft.

(Note: The subject lot was platted in 1966. The carport was erected without a building permit. This application is a result of code enforcement action).

LOCATION: South side of Warren Sapp Dr., approximately 225 ft. west of Monk Ave.

PROPERTY ADDRESS: 3422 Warren Sapp Dr.

PARCEL ID: 36-20-27-5754-02-040

TRACT SIZE: 60 ft. x 135 ft.

DISTRICT #: 2

ZONING: A-1

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a variance to allow a carport to remain fourteen (14) feet from the front property line.
2. The existing residence was built without a garage or carport. The applicant added the carport without permits.

3. Code Enforcement observed the carport during a site visit on May 27, 2016, and sent a notice of violation to the property owner.

4. The area is characterized by:

- motor vehicles parked on the grass in front yards
- picnic tables and chairs, and people gathering in front yards
- gazebos and shade structures in the front yards

STAFF RECOMMENDATION:

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date stamped "received June 28, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The applicant shall obtain a permit for the carport within ninety (90) days, or this approval becomes null and void.

cc: Willie Hagins, Jr.
P.O. Box 1180
Plymouth, Florida 32768

DANIEL LINARES
VA-16-09-106

REQUEST: **Variances** in the R-1 zoning district as follows:

- 1) To allow two accessory structures (carports) in front of the principal structure in lieu of side or rear yards;
- 2) To allow both accessory structures to be located 0 ft. from the front (north) property line in lieu of 25 ft.;
- 3) To allow accessory structure at northwest corner of site to be located 0 ft. from the side (west) property line in lieu of 5 ft.;
- 4) To allow accessory structure at northeast corner of site to be located 3 ft. from the side (east) property line in lieu of 5 ft.; and,
- 5) To allow a cumulative total of 803 sq. ft. of accessory structure floor area in lieu of 500 sq. ft.

(Note: The carport in the northeast corner of the yard is 12 ft. x 19 ft. and the carport in the northwest corner of the property is 21 ft. x 19 ft. This case is the result of code enforcement action. The applicant has provided two letters of support from the property owner to the east and the west. Applicant's site plan is not clear regarding side and front setbacks).

ADDRESS: 8138 Sun Vista Way, Orlando FL 32822

LOCATION: South side of Sun Vista Dr., approximately .8 miles east of S. Goldenrod Rd.

S-T-R: 13-23-30

TRACT SIZE: 80 ft. x 120 ft.

DISTRICT#: 3

LEGAL: EAST ORLANDO SECTION FIVE Y/53 LOT 468

PARCEL ID: 13-23-30-2335-04-680

NO. OF NOTICES: 100

DECISION: APPROVED Variance requests **#1, #2 & #4**, in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions; and, **DENIED** Variance requests **#3 & #5**, in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (4 in favor, 1 opposed, and 2 absent):

1. Development in accordance with site plan dated June 28, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. The carport at the northwest corner of the site shall be removed prior to the issuance of any permits;
5. Permits shall be obtained within ninety (90) days or this approval becomes null and void; and,
6. If the carport at the northeast corner is torn down or removed, it cannot be replaced unless it complies with all zoning regulations.

SYNOPSIS: The applicant erected two (2) carports in his front yard without permits. He was cited by the Code Enforcement Division.

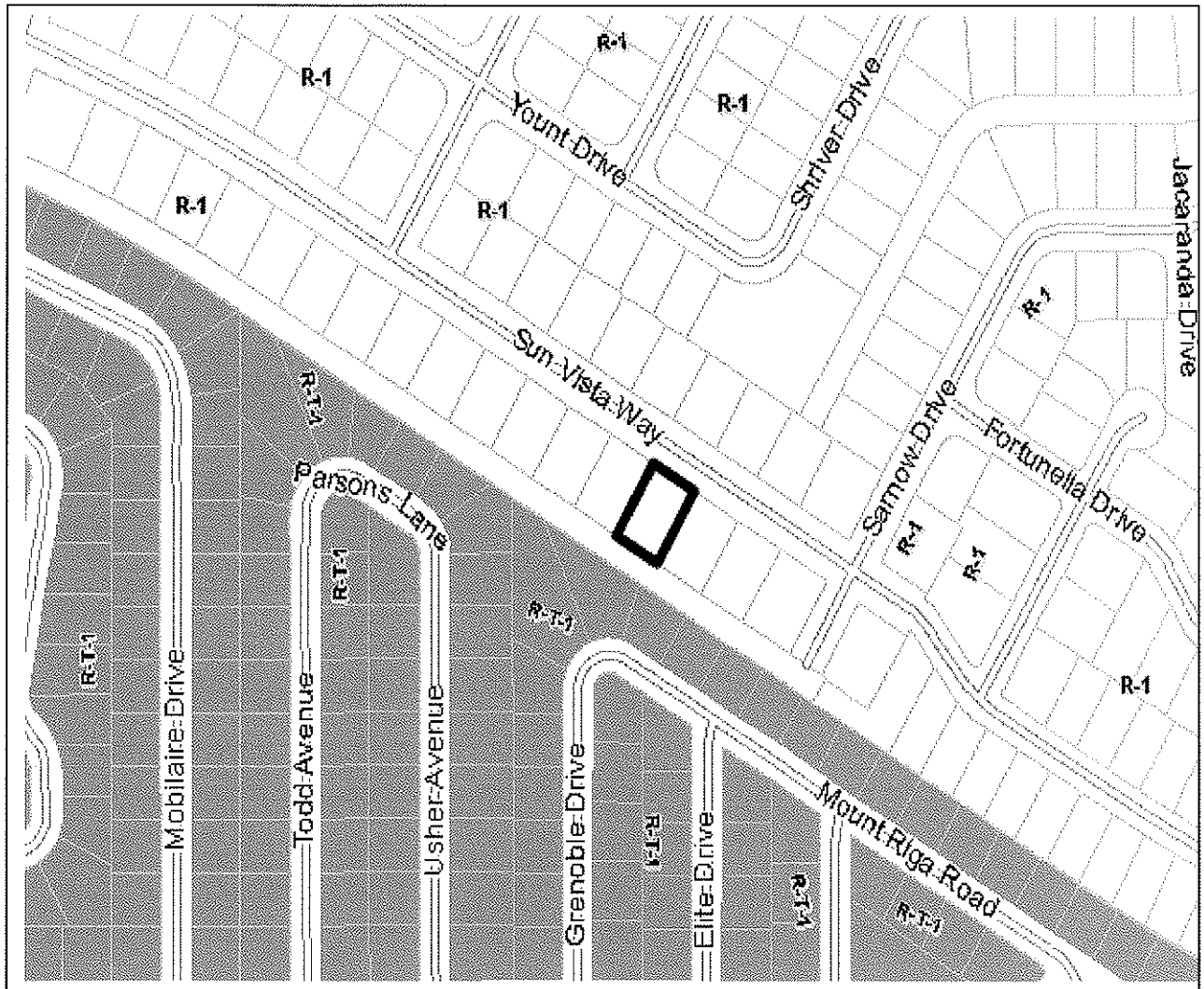
Staff gave a brief presentation. Staff advised the BZA that the carports also were too close to both side property lines. In addition, no other residence in this subdivision has a carport in the front yard.

The applicant advised the BZA he wanted his parents to park their vehicles out of the sun.

Staff advised the BZA that approval of this request could allow other residents to erect similar carports in the front yard.

The BZA concluded that one (1) carport should be allowed. The conditions of approval address this as well.

There was no opposition at the hearing.



Applicant: Daniel Linares

BZA Number: VA-16-09-106

BZA Date: 09/01/2016

District: 3

Sec/Twn/Rge: 13-23-30-NW-B

Tract Size: 80 ft. x 120 ft.

Address: 8138 Sun Vista Way, Orlando FL 32822

Location: South side of Sun Vista Dr., approximately .8 miles east of S. Goldenrod Rd.

6/28/2016

To whom it may concern:

First of all I want to thank you for the opportunity to express myself and explain why I should be considered regarding the use of 2 open car ports located in my property at 8138 Sun Vista Way, Orlando FL 32822. I state I received a letter from Orange County Code of Enforcement notified a violation; reference 454872. There are open carports in my property; one has a building width of 12 feet and a frame length of 21 feet and a leg height of 8 feet. This one is located in the front west side of the property with having an estimated space of 3 feet from the fence and two feet and a half from the gate.

This open car port is being used to park my wife's car inside my property. It has been properly attached and anchored by Certified Building systems, offices located at 8001 E. Colonial Dr., Orlando FL 32828. This car port has never been altered after installation. This car port does allow full view of the street when parking car in there so no obstruction of view that will endanger public safety. It is important to mention that will allow my wife to start cruising in a safe way because she suffers from high heat and that can be a safety problem when starting to drive. It also important to mention that my wife has permanent neck injuries, low back recent intervention, high blood pressure, and the use of this car port will allow to her get in and out with safety from the sun. She can walk short distances and reason open car port is best at the location where is at. She drives my stepdaughter daily to school and pick up her medicines and the use of this car port has a great impact on her daily life.

The other open carport in my property, one has a building width of 19 feet and a frame length of 21 feet and a leg height of 7 feet. This car port is being used to park my personal car and my mother car which lives with us. It has been attached and anchored by Certified Building systems, offices located at 8001 E. Colonial Dr., Orlando FL 32828. This open car port has never been altered after installation. This one is located in the front east side of the property with having an estimated space of 3 feet from the fence and two feet and a half from the gate. This open car port does allow full view of the street when parking cars in there so no obstruction of view that will endanger public safety.

This car port has several uses. First of all it is my mom place to get in and get out of house when using car, is being used by my mom as a place for seating and recreation when she stays home and this greatly impact her life because she is an elder citizen. It is also the place when small gathering groups want to meet her and enjoy life in a civilized manner as Florida is being known statewide and cares for their elder citizens. This open car port has other use; it brings shade to her room when mom is at home. It lower and cool considerably the room mom stays and this help also with her quality of life. My mom suffers from various diseases; COPD, glaucoma, other diseases and has to use an oxygen tank 24/7. When it rains it helps avoid getting to much water when exiting car and when it is considerably hot it also avoid suffocation when mom get inside car prior to move. For that reason the open car port was located considering driveway and room where mom stays during day. That is way I would like to consider my petition and help if possible with this code violation issue. Me too I suffer from heat suffocation and it considerably affects my daily life because I suffer from high blood pressure and heat

can have a great impact on this. I work shifts that can be variable during the day and I enter home and exit several times during normal daylight hours.

I want to mention that the house original roof deck was enclosed when I got the property and the need of a sun shade prompted me to install the 2 open car ports. I state that requirement of a permit was only for new construction done on the perimeter of the house involving blocks and concrete. For that reason I installed the car ports off and not attached to the immediate perimeter of the house. I wasn't acknowledged that a car port required a permit in Orange County, Florida. I state that I have never had issues with my immediate neighbors regarding the use of such open car ports and have never received a complaint by them. I also state that my intention is to live life at the fullest it can be without harming others and living as a good citizen of Orange County Florida. I also want to be considered for this request as a clean and sober citizen of Orange County Florida and that cares for neighborhood safety. I work with children with disabilities through Central Orlando and immediate communities and I contribute for their quality of life.

Daniel Linares;

Daniel Linares
Resident.



**CENTRAL FLORIDA
NEUROSURGERY INSTITUTE**
Hunaldo J. Villalobos, M.D., FAANS, FACS
Board certified by the American Board of Neurosurgical Surgery

PHONE: 407-288-8638 FAX# 407-288-8639

Name: Celina Garcia Age: 44 DOB: 11/18/70
Admit Date: 12/01/14 Surgery Date: 12/01/14
Diagnosis: 722.10, 721.3 Authorization #: 343495902 12/01/14-12/01/14
PT/PTT ☒ BMP7 ☒ UA R/O UTI ☒ PFA 100 ☐ PFA Plavix ☐ PFA Aspirin ☐
H&A/C ☐ H&H ☐ HFUNPN ☐ THYPN ☐ THYTSH ☐ CMETPN ☐
CBC W/PLATELETS ☒ PREGNANCY TEST (females under 45 years of age) ☒ OTHER ☐
BLOOD: ☐ NONE ☒ TYPE & SCREEN ☐ TYPE & CROSS 2 UNITS RBC ☐ UNITS AUTOLOGUS BLOOD
RADIOLOG: ☒ Chest X-ray (If not done by Surgery date- portable CXR in holding) ☐ C-Spine AP/LAT
☐ L-Spine AP/LA ☒ EKG ☐ Sacral MRI
☐ Other: ☒ CT Scan Mazor Protocol / Spine w/contrast
CONSULT: ☒ ANESTHESIA (DAY OF PAT) ☒ OTHER to be done right after Health Pass
CONSENT FOR: Robotic Guided Lumbar 4-5
Laminectomy and Fusion With
Instrumentation AND ALL INDICATED PROCEDURES.

ADMISSION ORDERS DAY OF SURGERY

1. MD OFFICE WILL CALL PATIENT WITH ARRIVAL TIME & INSTRUCTIONS.
2. PLEASE REQUEST OLD MEDICAL RECORDS & KEEP WITH CHART.
3. PLEASE MAKE ORDERS & OFFICE NOTES PART OF CHART
4. IVF AS PER ANESTHESIA ORDERS.
5. PRE-OP ANTIBIOTICS: ANCEF 1 GM IV AT INDUCTION OF ANESTHESIA, UNLESS ALLERGIC TO PENICILLIN OR CEPHALOSPORINS, THEN GIVE VANCOMYCIN 1 GM IV OVER 1 HOUR PRIOR TO INCISION.
6. PLACE THIGH HIGH TED HOSE & BILATERAL SEGMENTAL COMPRESSION DEVICE PRE-OP
7. CONSULTATIONS: _____
8. FILMS: ☒ MD HAS ☐ DISC ☐ PATIENT HAS ☐ TO HOSP ON _____
9. RELEASE MRI/CT SCANS TO PATIENT UPON DISCHARGE.

PATIENT ALLERGIES: None

Hunaldo J. Villalobos, M.D. #002441

PLEASE NOTE OUR NEW PHONE & FAX NUMBERS
(407) 288-8638 FAX (407) 288-8639

GARCIA-CARRILLO, CELINA

044Y F 01/18/70N

11/26/14 0083768096

VILLALOBOS, HUNALDO J.

O MRI 3966248-1

ACCT

MRI

Ednem Family Medicine Clinic
EDSEL COMENENCIA, M.D.
NEMA ORIEL-COMENENCIA, M.D.
DIPLOMATES, AMERICAN BOARD OF FAMILY PRACTICE

7148 Curry Ford Rd., Ste. 100
Orlando, FL 32822

Tel: (407)482-2221
Fax: (407)482-2284

E-mail: ednem303@aol.com

April 28, 2016

8138 Sanvista way
Orlando FL 32822

Re: Alma Juarbe
Dob: 09/19/1948
SS #: 584-32-1514

To whom it may concern:

My patient, Alma Juarbe, is a 67 years old female suffering from COPD. She is also suffering from Type II Diabetes, Hypertension, Oxygen dependent, and Osteoporosis including joint stiffness and pain. My patient is using oxygen constantly. Due to her weakness, mobility limitations, and inflexibility of her body and joints, she is not able to carry a regular portable oxygen concentrator. It is medically necessary for her to have a **light weight** portable oxygen concentrator. Carrying too much weight is not favorable or recommended for my patient due to her other medical conditions.

If more information is needed to process this request, please call my office at 407-482-2221.
We will be happy to assist you.

Sincerely,


Edsel J. Comenencia, M.D.

Ednem Family Medicine Clinic
EDEL COMENENCIA, M.D.
NEMA ORIEL-COMENENCIA, M.D.
DIPLOMATES, AMERICAN BOARD OF FAMILY MEDICINE

7148 Curry Ford Rd., Ste. 100
Orlando, FL 32822

Tel: (407)482-2221
Fax: (407)482-2284

E-mail: ednem303@aol.com

MEDICAL CERTIFICATE

Patient: Alma Juarbe

Dob: 09/19/1948

8138 Syn Vista Way
Orlando FL 32822

Date: 6/19/2014

My patient, Alma Juarbe, has been under my medical care since March 2013. My patient is suffering from chronic obstructive pulmonary disease (COPD), which is an obstruction of the airflow in the lungs. Symptoms may include difficulty breathing with shortness of breath, wheezing, cough, phlegm production, chronic bronchitis, and emphysema. Extreme temperatures (when air is too cold or when it is hot and humid) can trigger COPD symptoms. Unfortunately, due to my patient's medical condition, it is medically necessary for her to be in air conditioner when the temperature is hot and in a warm room when the temperature is cold. This is necessary to prevent flare-ups of symptoms and to prevent the worsening of her pulmonary medical condition.

Please call my office at 407-482-2221 for any questions or concerns regarding this patient.

Thanks,


Edsel J. Comenencia, M.D.

BOUNDARY SURVEY



FND.
NW CORNER OF LOT 471
1/2" IRON ROD
NO NUMBER

FND.
1/2" IRON ROD
NO NUMBER
FENCE IS 0.1'E 0.2'S
WALK IS 0.1' OFF

FND.
1/2" IRON ROD
NO NUMBER
FENCE IS 0.3'W 0.2'S
WALK IS 0.1' OFF

FND.
1/2" IRON ROD
NO NUMBER
FENCE IS 0.1'E 0.2'N

FND.
1/2" IRON ROD
NO NUMBER
FENCE IS 0.3'W 0.2'N

LOT 469

LOT 468

LOT 467

SUN VISTA WAY
70' PLATTED RIGHT-OF-WAY
ASPHALT ROADWAY

S31°01'40"W
120.00'
2' EASEMENT
1' OF

S58°58'20"E
80.00'
40' DRAINAGE RIGHT OF WAY
CANAL
6' UTILITY EASEMENT
5' OF

N58°58'20"W
80.00'
CONC. WALK

SINGLE STORY
CONCRETE BLOCK
RESIDENCE #8138
40.0'
CONC. A/C PAD

Car port
12x21
8 feet height

RECEIVED
JUN 28 2016
Zoning Division

ADDRESS

8138 SUN VISTA WAY
ORLANDO, FLORIDA 32822

LEGAL DESCRIPTION: (AS FURNISHED)

LOT 468, EAST ORLANDO SECTION FIVE, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK Y, PAGE 53, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF LOT 468 BEING S 58°58'20" E, PER PLAT.

LIST OF POSSIBLE ENCROACHMENTS:

SURVEYOR INFORMATION:



AMERICAN SURVEYING & MAPPING

CERTIFICATION OF AUTHORIZATION NUMBER LSA4003

800 EAST SOUTH STREET, SUITE 180

ORLANDO, FLORIDA 32801

PHONE: (407) 436-7976 FAX: (407) 436-8183

COORDINATED BY:

RESIDENTIAL

LAND SERVICES, INC.

621 24TH AVENUE S.W.

NORMAN, OKLAHOMA 73069

FAX: (405) 701-1027

PHONE: (405) 701-1100

WWW.RLSNOW.COM

PREPARED FOR:



First American Title Insurance Company

PREPARED FOR:

RLS #:	04-11-0128
CLIENT #:	657071
FIELD DATE:	11/4/04
DRAFTER:	SJL
APPROVED:	GKB
SCALE:	1" = 30 FEET

BOUNDARY SURVEY



FND.
NW CORNER OF LOT 471
1/2" IRON ROD
NO NUMBER

FND.
1/2" IRON ROD
NO NUMBER
FENCE IS 0.1'E 0.2'S
WALK IS 0.1' OFF

FND.
1/2" IRON ROD
NO NUMBER
FENCE IS 0.3'W 0.2'S
WALK IS 0.1' OFF

FND.
1/2" IRON ROD
NO NUMBER
FENCE IS 0.1'E 0.2'N

FND.
1/2" IRON ROD
NO NUMBER
FENCE IS 0.3'W 0.2'N

Concert
24x19
7 feet height
LOT 469

SINGLE STORY
CONCRETE BLOCK
RESIDENCE #8138
CWC
1/2" PAD

RECEIVED
JUN 28 2016
Zoning Division

ADDRESS

8138 SUN VISTA WAY
ORLANDO, FLORIDA 32822

LEGAL DESCRIPTION: (AS FURNISHED)

LOT 468, EAST ORLANDO SECTION FIVE, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK Y, PAGE 53, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF LOT 468 BEING S 58°58'20" E, PER PLAT.

LIST OF POSSIBLE ENCROACHMENTS:

SURVEYOR INFORMATION:



AMERICAN SURVEYING & MAPPING

CERTIFICATION OF AUTHORIZATION NUMBER 12491303

820 EAST SOUTH STREET, SUITE 100
ORLANDO, FLORIDA 32801

PHONE: (407) 432-7978 FAX: (407) 432-8188

COORDINATED BY:

RESIDENTIAL

LAND SERVICES, INC.

621 24TH AVENUE S.W.
NORMAN, OKLAHOMA 73069

FAX: (405) 701-1027

PHONE: (405) 701-1100

WWW.RLSNOW.COM

PREPARED FOR:

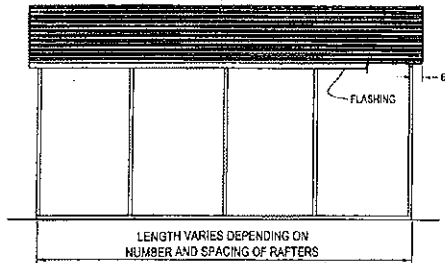


First American Title Insurance Company

PREPARED FOR:

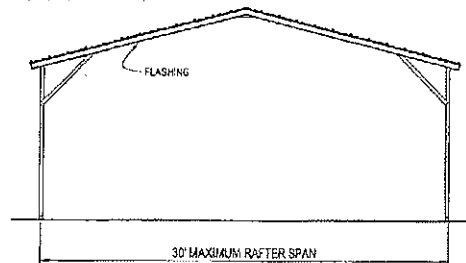
RLS#:	04-11-0128
CLIENT#:	657071
FIELD DATE:	11/4/04
DRAFTER:	S.J.L.
APPROVED:	GKB
SCALE:	1" = 30 FEET

BOX EAVE FRAME RAFTER OPEN CARPORT (Sheets 2, 4, 5, 7, and 9)



TYPICAL SIDE ELEVATION - HORIZONTAL ROOF

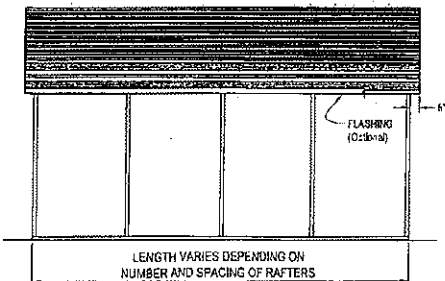
SCALE: 1/8" = 1'



TYPICAL END ELEVATION - HORIZONTAL ROOF

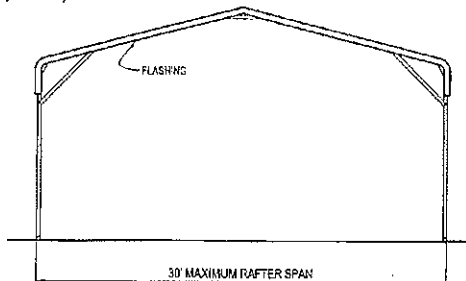
SCALE: 1/2" = 1'

BOW FRAME RAFTER OPEN CARPORT (Sheets 3, 4, 6, and 8)



TYPICAL SIDE ELEVATION

SCALE: 1/8" = 1'



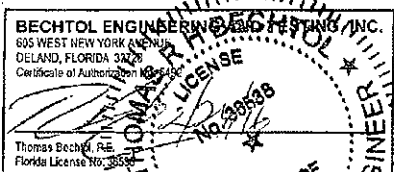
TYPICAL END ELEVATION

SCALE: 1/2" = 1'

METAL FRAMING AND SIDING PREFABRICATED BY
CARPORTS ANYWHERE
P.O. BOX 830
SWAINSBORO, GA 30401

THESE ENGINEERING DRAWINGS ARE THE PROPERTY OF
BECHTOL ENGINEERING & TESTING, INC. AND J&B BUILDING
SERVICES, INC. THESE DRAWING MAY NOT BE REPRODUCED
WITHOUT THE WRITTEN CONSENT OF BECHTOL ENGINEERING
& TESTING, INC., AND J&B BUILDING SERVICES, INC.

THIS IS TO CERTIFY THAT THE CALCULATIONS AND
SPECIFICATIONS HEREIN HAVE BEEN PREPARED
BY THE UNDERSIGNED PROFESSIONAL ENGINEER,
AND ARE IN ACCORDANCE WITH THE
REQUIREMENTS OF SECTION 1609 OF THE
FLORIDA BUILDING CODE, FIFTH EDITION (2014).
THE PLANS ARE VALID UNTIL THE NEXT REVISION
OF THE FLORIDA BUILDING CODE.



**METAL UTILITY STRUCTURES - INSTALLATION PLANS, DETAILS,
AND FASTENER SPECIFICATIONS**

FOR CONSTRUCTION IN THE STATE OF FLORIDA

PREPARED BY:

BECHTOL ENGINEERING AND TESTING, INC.

605 WEST NEW YORK AVENUE

DELAND, FLORIDA 32720

Certificate of Authorization No. 5492

GENERAL NOTES:

1. RISK CATEGORY I OR II.
2. WIND EXPOSURE CATEGORY B, C, OR D.
3. ULTIMATE WIND SPEED 115 TO 150 MPH (NOMINAL WIND SPEED 89 TO 116 MPH):
MAXIMUM RAFTER/POST AND END POST SPACING = 5.0 FEET.
4. ULTIMATE WIND SPEED 151 TO 180 MPH (NOMINAL WIND SPEED 117 TO 139 MPH):
MAXIMUM RAFTER/POST AND END POST SPACING = 4.0 FEET.
5. AVERAGE FASTENER SPACING ON-CENTERS ALONG RAFTERS OR PURLINS, AND POSTS (INTERIOR OR
END) = 6 INCHES.
6. SPECIFICATIONS APPLICABLE TO 26 AND 29 GAUGE METAL PANELS FASTENED DIRECTLY TO 14 GAUGE
STEEL TUBE RAFTER FRAMES.
7. FASTENERS CONSIST OF 1/4"-14X3/4" SELF-DRILLING SCREWS WITH CONTROL SEAL WASHER.
SPECIFICATIONS APPLICABLE ONLY FOR MEAN ROOF HEIGHT OF 20 FEET OR LESS, AND ROOF SLOPES
OF 14" (3:12 PITCH). SPACING REQUIREMENTS FOR OTHER ROOF HEIGHTS AND/OR SLOPES MAY VARY.
8. BASE RAIL GROUND ANCHOR REQUIREMENTS ARE ONE WITHIN 6" OF EVERY POST LOCATION, AND
BOTH SIDES OF OPENINGS WHERE BASE RAIL IS ABSENT.
9. GROUND ANCHORS ARE NOT REQUIRED WITH CONCRETE SLAB CONSTRUCTION.
10. CONCRETE EXPANSION ANCHORS SHALL BE WEJ-IT ANKR-TITE MODEL AT1252, OR SLEEVE ANCHOR
MODEL HSA 1260, OR EQUIVALENT.

**BECHTOL ENGINEERING
AND TESTING, INC.**
CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERS
Certificate of Authorization No. 5492

J&B BUILDING SERVICES, INC.

FIELD:	CHECKED: JP	DATE: 06-24-15	PROJ. NO.: G15003
DRAWN: RR	APPROVED: TB	SCALE: NOTED	SHEET 1 OF 10



STAFF REPORT
CASE #VA-16-09-106
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
September 1, 2016
Commission District: 3

GENERAL INFORMATION:

APPLICANT: Daniel Linares

REQUEST: Variances in the R-1 zoning district as follows:

- 1) To allow two accessory structures (carports) in front of the principal structure in lieu of side or rear yards;
- 2) To allow both accessory structures to be located 0 ft. from the front (north) property line in lieu of 25 ft.;
- 3) To allow accessory structure at northwest corner of site to be located 0 ft. from the side (west) property line in lieu of 5 ft.;
- 4) To allow accessory structure at northeast corner of site to be located 3 ft. from the side (east) property line in lieu of 5 ft.;
- and,
- 5) To allow a cumulative total of 803 sq. ft. of accessory structure floor area in lieu of 500 sq. ft.

(Note: The carport in the northeast corner of the yard is 12 ft. x 19 ft., and the carport in the northwest corner of the property is 21 ft. x 19 ft. This case is the result of code enforcement action. The applicant has provided two letters of support from the property owner to the east and the west. Applicant's site plan is not clear regarding side and front setbacks).

LOCATION: South side of Sun Vista Dr., approximately .8 miles east of S. Goldenrod Rd.

PROPERTY ADDRESS: 8138 Sun Vista Way

PARCEL ID: 13-23-30-2335-04-680

TRACT SIZE: 80 ft. x 120 ft.

DISTRICT #: 3

ZONING: R-1

STAFF FINDINGS AND ANALYSIS:

1. The applicant was cited by the Code Enforcement Division for erecting two (2) carports in the front yard without permits. Per zoning requirements, accessory structures must be in the rear or side yards. In addition, the structures do not meet side yard setbacks on both sides.
2. The applicant submitted medical documentation stating the medical condition for one of the residents. However, there are two (2) carports in the front yard which accommodates parking for three (3) cars.
3. Staff inspected the site and these carports stand out in the neighborhood. Staff did not observe any other similar carports in the front yards. For this reason, staff cannot support the request.
4. If the BZA approves this request, they should require the applicant to obtain permits within a specific period of time and consider the removal of one of the carports.
5. The applicant needs to state for the record how far away in feet the carports are from both property lines.

STAFF RECOMMENDATION:

Staff has concerns about this request. Approval would set a precedent for other accessory structures in the neighborhood. However, if the BZA approves this application the following conditions should be imposed:

1. Development in accordance with site plan dated June 28, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

cc: Daniel Linares
P.O. Box 721504
Orlando, Florida 32872

SONNY DUKES
VA-16-09-107

REQUEST: **Variance** in P-D zoning district to allow a generator 12 ft. from side (north) property line in lieu of 30 ft.
(Note: Applicant obtained a letter of no objection from the HOA).

ADDRESS: 12252 Montalcino Circle, Windermere FL 34786

LOCATION: East side of Montalcino Cir., south of Overstreet Rd., east of Winter Garden Vineland Rd.

S-T-R: 25-23-27

TRACT SIZE: 1 acre

DISTRICT#: 1

LEGAL: CASA DEL LAGO - REPLAT 75/60 LOT 23

PARCEL ID: 25-23-27-1213-00-230

NO. OF NOTICES: 53

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

1. Development in accordance with site plan date stamped "received July 1, 2016" and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

SYNOPSIS: Staff gave a brief presentation on the case, and showed photographs and the location of the generator and the locations of other similar variances that were granted in the area.

The applicant was not in attendance. The BZA felt the request was reasonable. Staff received one (1) commentary in favor of the application and none in opposition. There was no opposition at the hearing. The BZA approved the variance.



7/1/2016

Project Name and Address:

Jerry Kartzinel
12252 Montalcino Cir
Windermere, FL 34786

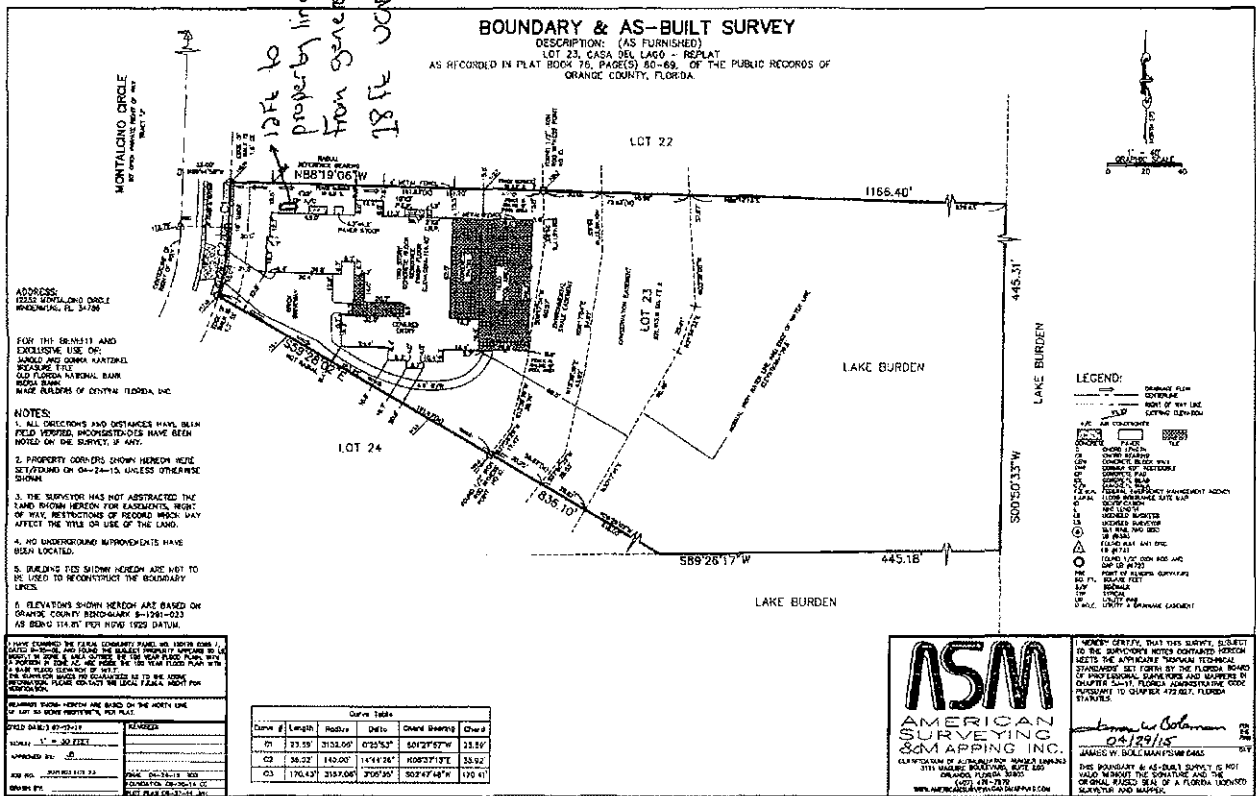
To Whom it May Concern

This letter is in reference to the enclosed variance application to infringe on the 30 foot setback requirement to install a standby generator on the side of the home. I assume you will find everything in order. I have included a copy of the Generator Specs, letters from the affected neighbor, HOA, and other supporting docs. If you have any questions at all concerning this issue, please don't hesitate to call on me at any time.

Sincerely,

SONNY J. DUKES, PRESIDENT
ACCURATE POWER AND TECHNOLOGY, INC
A GENERATOR GUY
OFFICE: 352.735.8285
FAX: 352.224.1434

RECEIVED
JUL 01 2016
ORANGE COUNTY
ZONING DIVISION



RECEIVED
 JUL 01 2016
 ORANGE COUNTY
 ZONING DIVISION



STAFF REPORT
CASE #VA-16-09-107
Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
September 1, 2016
Commission District: 1

GENERAL INFORMATION:

APPLICANT: Sonny Dukes

REQUEST: Variance in P-D zoning district to allow a generator 12 ft. from side (north) property line in lieu of 30 ft.

(Note: Applicant obtained a letter of no objection from the HOA).

LOCATION: East side of Montalcino Cir., south of Overstreet Rd., east of Winter Garden Vineland Rd.

PROPERTY ADDRESS: 12252 Montalcino Cir.

PARCEL ID: 25-23-27-1213-00-230

TRACT SIZE: 1 acre

DISTRICT #: 1

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. The applicant wants to install a generator along the side of the house.
2. The intent of the thirty (30) foot setback was to provide noise mitigation to the adjacent neighbor during use.
3. The Casa del Lago Board of Directors has submitted a letter of no objection, referencing the requirement for additional landscaping to screen the unit.

4. The BZA has approved similar variances for generators, less than one-half (1/2) mile away.

5. Staff has no objections to this request because:

- a) the HOA supports the request;
- b) the remaining setback of twelve (12) feet is still a significant setback for the adjacent property owner; and,
- c) the proposal is minimal and reasonable.

STAFF RECOMMENDATION:

If the BZA approves the request, the following conditions should be imposed:

- 1. Development in accordance with site plan date stamped "received July 1, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
- 2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
- 3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

cc: Sonny Dukes
32744 Scenic Hills Drive
Mt. Dora, Florida 32757

Jerry Kartzinel (Property Owner)
12252 Montalcino Circle
Windermere, Florida 34786

ANI COSTA - VA-16-09-108

REQUEST: **Variances** in the R-1 zoning district as follows:
1) To allow an existing accessory structure (enclosed shed w/covered storage) to remain 0 ft. from the side (east) property line in lieu of five (5) ft.; and,
2) To allow the accessory structure to have 600 sq. ft. of floor area in lieu of 500 sq. ft.
(Note: The shed and covered storage were permitted in December 2009. However, the reviewer only looked at the setback for the enclosed shed (10 ft. x 15 ft.), located under the overall 20 ft. x 30 ft. roof structure, which has open sides and encroaches into the side setback).

ADDRESS: 4844 Grovemont Place, Orlando FL 32808

LOCATION: South side of Grovemont Pl., approximately 325 ft. west of Floradell Pl.

S-T-R: 18-22-29

TRACT SIZE: 75 ft. x 105 ft.

DISTRICT#: 6

LEGAL: SHELTON TERRACE 2/112 LOT 5 BLK D

PARCEL ID: 18-22-29-7599-04-050

NO. OF NOTICES: 102

DECISION: APPROVED the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

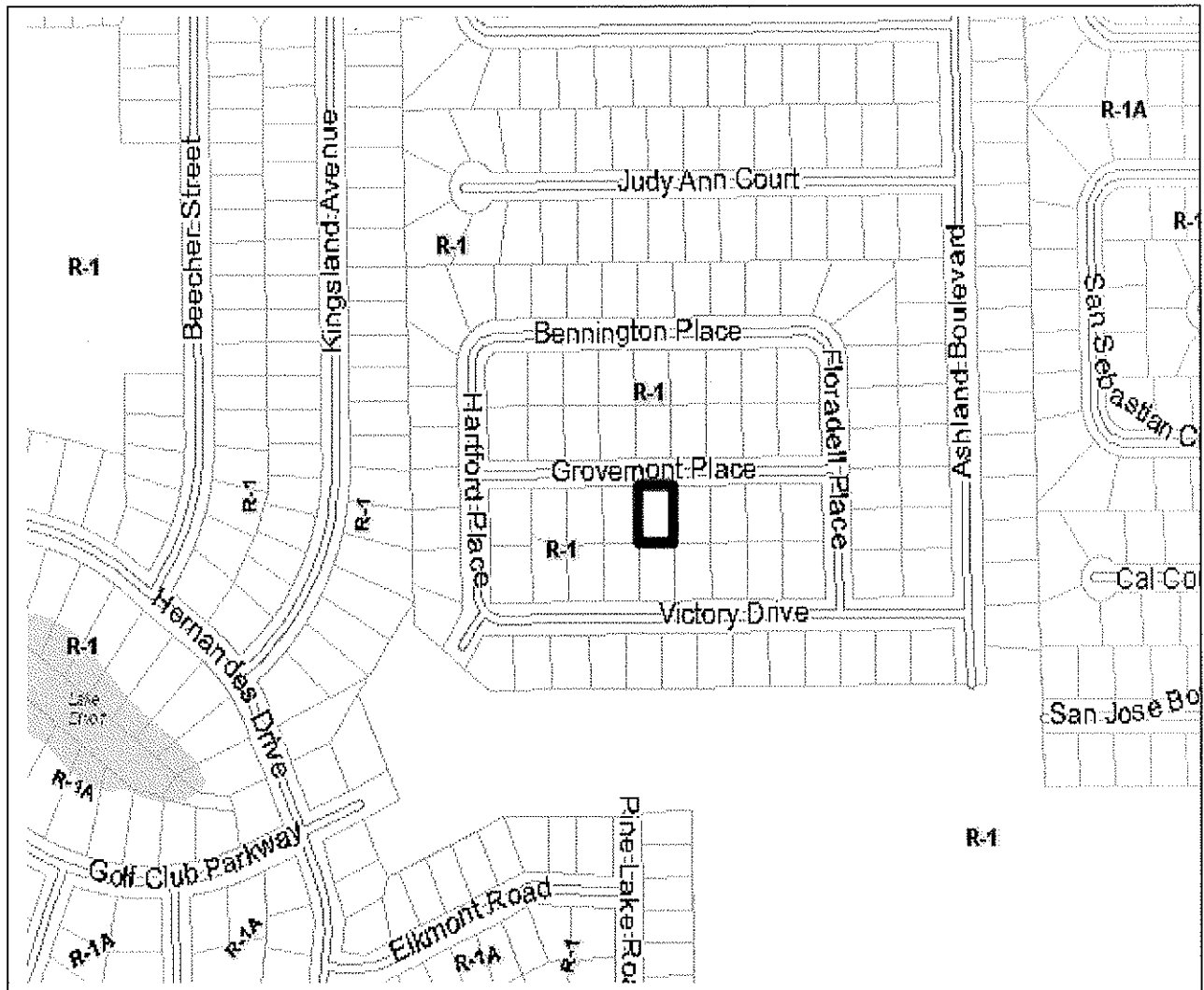
1. Development in accordance with site plan dated July 1, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The applicant shall obtain a permit for the shed and roof within 180 days of final County action or this approval becomes null and void.

SYNOPSIS: Staff noted that a building permit was approved in 2009, for what currently exists on the site. The applicant was unaware that the permit required follow-up for an inspection. It was only when a permit was sought for unrelated improvements that they were made aware of the outstanding permit, and subsequently, of the error in the original permit.

The applicants noted their desire to correct the issue. They also noted that the most impacted neighbors were in support of their request.

The BZA surmised that the variance was necessary to validate the construction of something which was actually built in compliance with the permit issued by the County.



Applicant: Ani Costa

BZA Number: VA-16-09-108

BZA Date: 09/01/2016

District: 6

Sec/Twn/Rge: 18-22-29-SE-D

Tract Size: 75 ft. x 105 ft.

Address: 4844 Grovemont PL, Orlando FL 32808

Location: South side of Grovemont Pl., approximately 325 ft. west of Floradell Pl.

July 1, 2016

4844 Grovemont Place
Orlando, FL 32808
RE: VA-16-09-108

To the Committee of Adjustment:

Thank you for reviewing my request for the two variances.

I initially obtained a permit in December 2009. At that time, I thought this would take care of completing the requirement for putting up our shed.

Recently we needed to replace the kitchen door. When the permit was requested we were informed that there was an expired one from 2009. To correct this I went to the office and got another one. Since now I knew when I got the permit to schedule an inspection.

When the inspector came I learned that the shed was not within the guideline to be accepted. I returned today, July 1, 2016 to the permit office with the plans and found out the reason were because:

1. The size is outside of the scope of the 500 sq. ft.
2. The zero offset on one side of the shed.

We want to do the right thing. We are asking for your consideration to allow the two variances.

To complete the requirements and ensure that future improvement of our property will be within the zoning and building codes.

Sincerely,

Ani V. Costa

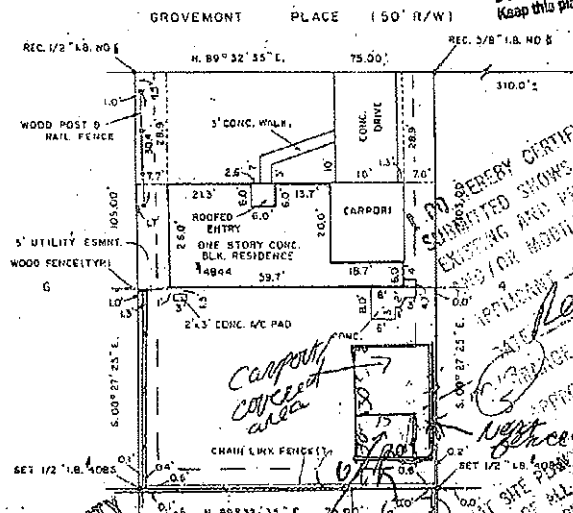
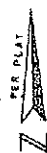
Chicago Title Insurance
Company
130 University Park Drive
Winter Park, Florida

LOT 5, BLOCK D, SHELTON TERRACE, according to the plat thereof, as recorded in Plat Book 2, Page 112, Public Records of Orange County, Florida

RECEIVED
JUL 01 2016
Zoning Division

JOB COPY
Approved Plans
Orange County Building Division

Approved By: AK Permit # 0115710
 Date 06/15/10
 This Approval does not grant permission to violate any
 codes, Encroachment of any part of this improvement's
 a cloud on the title of this property.
 Keep this plan on the job site at all times.



ORANGE COUNTY
Division of Building Safety
RESIDENTIAL PLAN REVIEW

10x15
enclosed

[illegible]

FLOOD CERTIFICATION: This is to certify that I have consulted the National Flood Insurance Program "FIRM" Map and have determined that the Building Site is not located in a special flood area. EDR# C
 Per Community-Panel Number 120179 02009 Dated 12-1-81

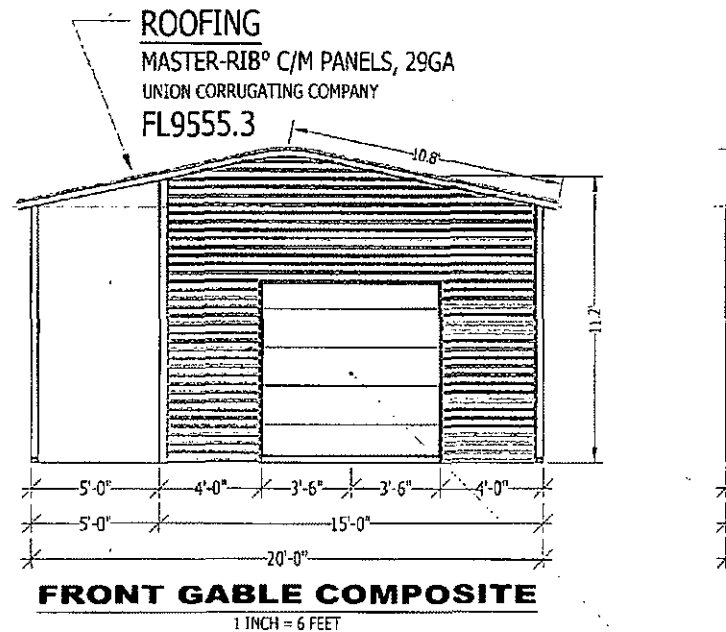
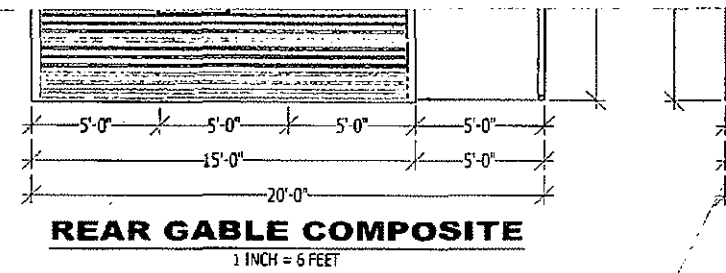
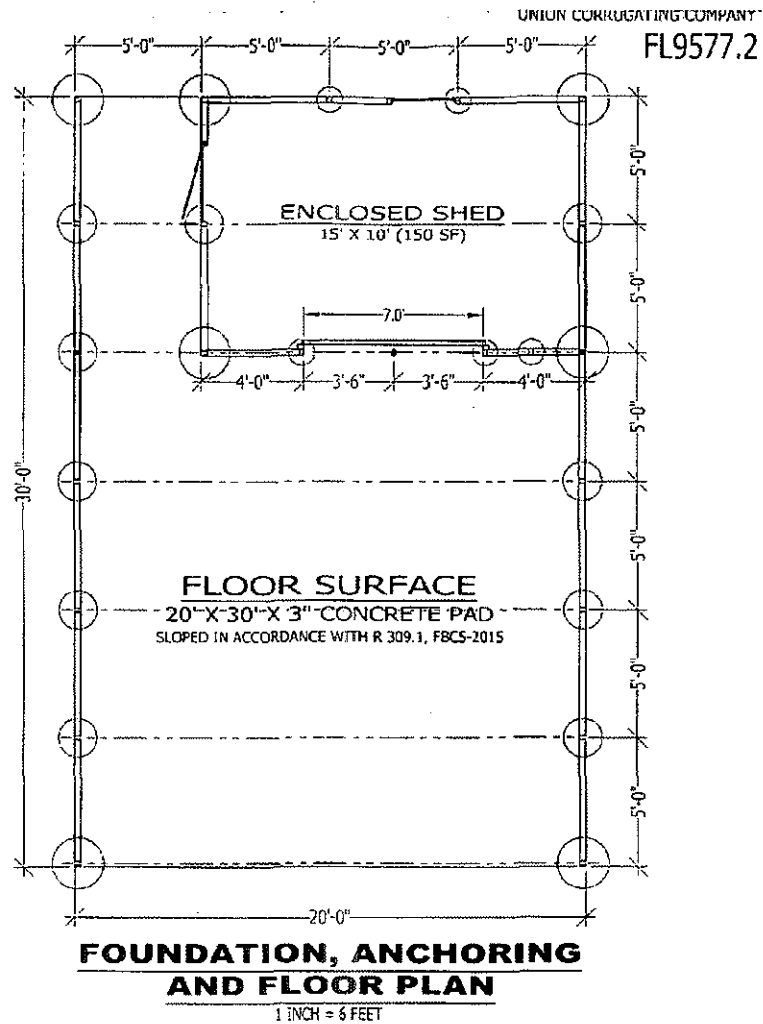
The Surveyor has not abstracted the lands shown hereon for easements and/or right.
No underground installations or improvements have been located except as shown.

2469 Aloma Avenue
Grealde Mall • Suite #210
Winter Park, Florida 32792
Phone: (305) 677-4444

SCALE: 1" = 30' SURVEY DATE: 8-14-87
PROJECT NO. 87-1083 REVISED _____

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT OF SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO ADMINISTRATIVE CODE RULE 21XX-6 AND SECTION 422 OF THE FLORIDA STATUTES.

PROFESSIONAL LAND SURVEYOR No. 4055
VALID ONLY WITH EMBOSSED SEAL



GARAGE DOOR WIND LOADS
RELATIVE HEIGHT: 3.5 FT
EFFECTIVE AREA: 72 SF
MINIMUM ACCEPTABLE PRESSURES:
+20.1/25.4 PSF



STAFF REPORT
CASE #VA-16-09-108
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
September 1, 2016
Commission District: 6

GENERAL INFORMATION:

APPLICANT: Ani Costa

REQUEST: Variances in the R-1 zoning district as follows:

- 1) To allow an existing accessory structure (enclosed shed w/covered storage) to remain 0 ft. from the side (east) property line in lieu of five (5) ft.; and,
- 2) To allow the accessory structure to have 600 sq. ft. of floor area in lieu of 500 sq. ft.

(Note: The shed and covered storage were permitted in December 2009. However, the reviewer only looked at the setback for the enclosed shed (10 ft. x 15 ft.), located under the overall 20 ft. x 30 ft. roof structure, which has open sides and encroaches into the side setback).

LOCATION: South side of Grovemont Pl., approximately 325 ft. west of Floradell Pl.

PROPERTY ADDRESS: 4844 Grovemont Place

PARCEL ID: 18-22-29-7599-04-050

TRACT SIZE: 75 ft. x 105 ft.

DISTRICT #: 6

ZONING: R-1

STAFF FINDINGS AND ANALYSIS:

1. The applicant originally obtained a permit to construct the shed in 2009. Having never obtained a permit before, they were unaware that once the permit was issued they needed to obtain inspections and sign offs by the building inspectors.

2. When issued, the reviewer only looked at the setback for the enclosed shed (10 ft. x 15 ft.), which is located under the overall 20 ft. x 30 ft. roof structure, which has open sides and encroaches into the side setback. Since everything under roof is counted in calculating the square footage, the total covered is 600 sq. ft.
3. The applicant discovered that the 2009 permit had never been finalized when they applied to get a permit for some unrelated repairs. At that time, they were made aware of the outstanding permit and attempted to renew the permit to get final inspections. They were made aware that the shed and roof were too large, and the roof did not meet the side setback of five (5) feet.
4. Through a review of historic aerials, staff has verified that the shed has existed in its current state since 2009. This application is not a result of code enforcement action.
5. There is a six (6) foot tall privacy fence surrounding the rear yard. The applicant submitted letters of support from the three (3) most impacted neighbors, that being the neighbor to the east, the neighbor to the south, and the neighbor located next to that neighbor.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 1, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,

4. The applicant shall obtain a permit for the shed and roof within 180 days of final County action or this approval becomes null and void.

cc: Ani Costa
4844 Grovemont Place
Orlando, Florida 32808

MICHAEL RUDD
VA-16-09-110

REQUEST: **Variance** in the R-1 zoning district to construct addition to existing single family residence 3 ft. from side (north) property line in lieu of 6 ft.

ADDRESS: 9049 Bay Hill Blvd., Orlando FL 32819

LOCATION: East side of Bay Hill Blvd., west of S. Apopka Vineland Rd.

S-T-R: 28-23-28

TRACT SIZE: 77 ft. x 159 ft. (irregular)

DISTRICT#: 1

LEGAL: BAY HILL SECTION 1-A 1/18 LOT 9

PARCEL ID: 28-23-28-0529-00-090

NO. OF NOTICES: 44

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

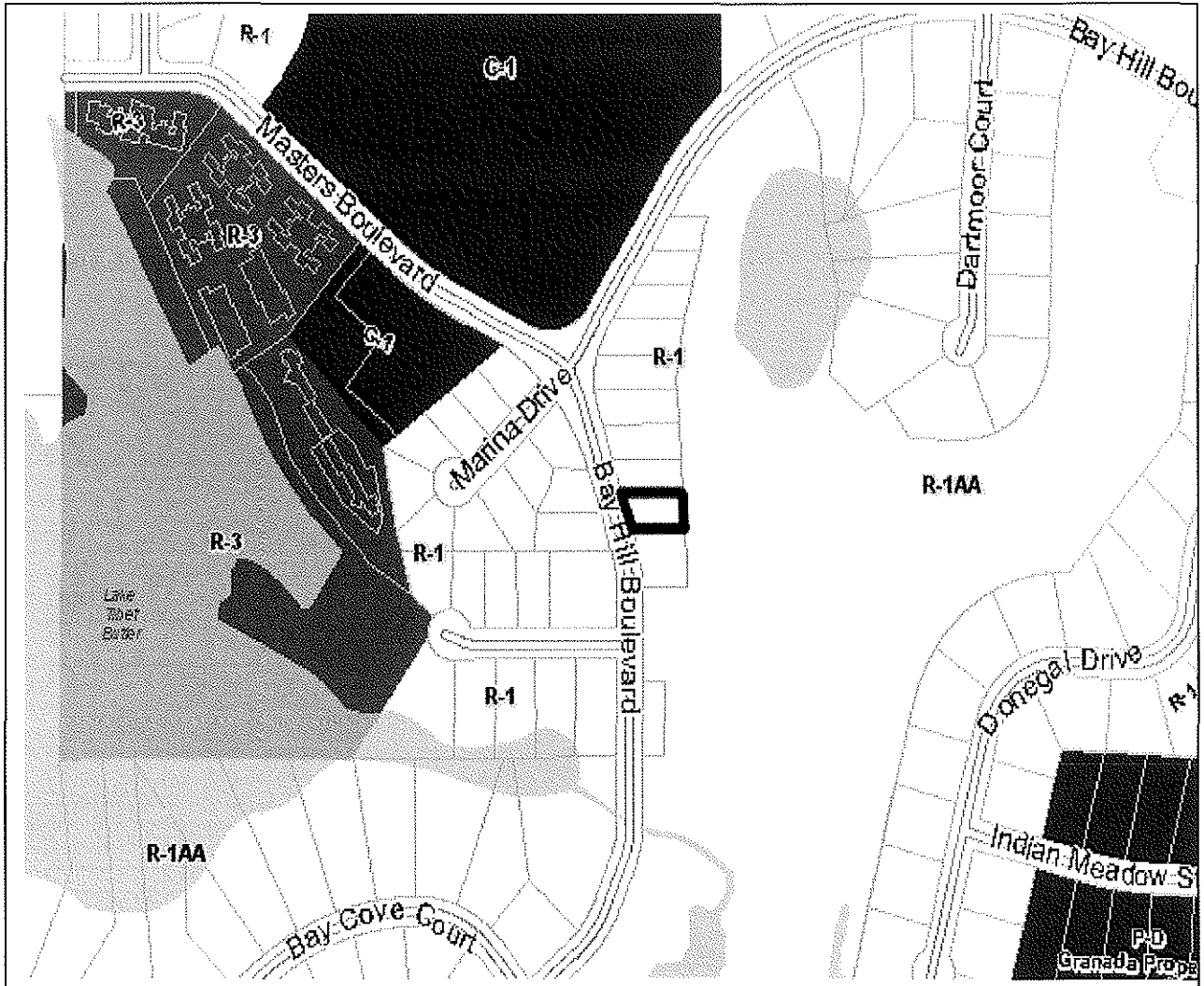
1. Development in accordance with site plan date stamped "received July 11, 2016" and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The exterior of the addition shall match the colors and materials used for the exterior of the existing house.

SYNOPSIS: Staff gave a presentation on the case.

The applicant stated that the variance is needed to meet ADA needs for the residents when they retire.

The BZA observed the greatest encroachment would only be three (3) feet, and only at the corner. The BZA acknowledged that the applicant obtained H.O.A. approval.

Staff received eight (8) commentaries in favor of the application and none in opposition. There was no opposition at the hearing. The BZA approved the variance.



Applicant: Michael Rudd

BZA Number: VA-16-09-110

BZA Date: 09/01/2016

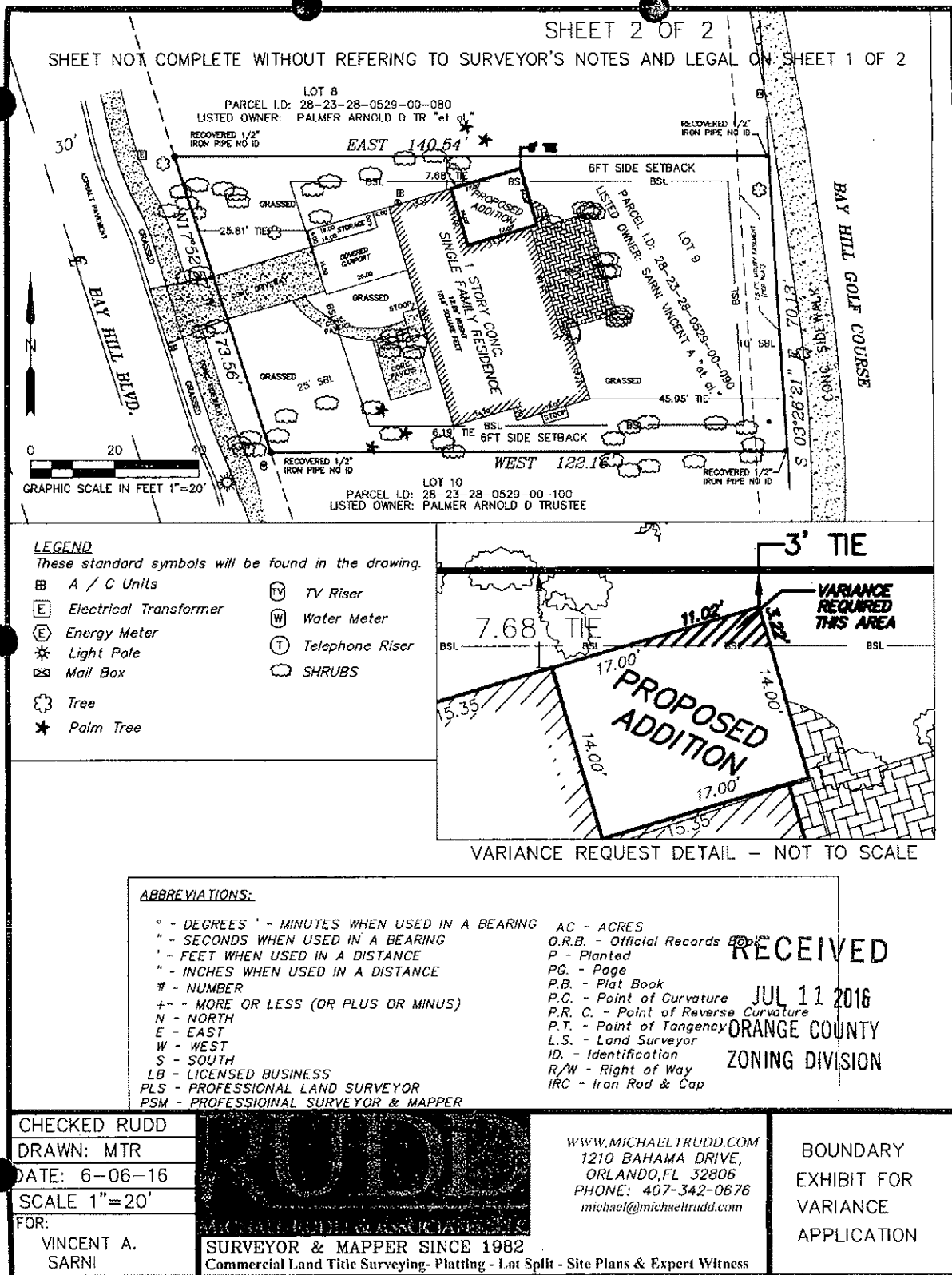
District: 1

Sec/Twn/Rge: 28-23-28-SE-D

Tract Size: 77 ft. x 159 ft. (irregular)

Address: 9049 Bay Hill Blvd., Orlando FL 32819

Location: East side of Bay Hill Blvd., west of S. Apopka Vineland Rd.



Michael Rudd & Assoc., llc

Memo

To: Nick Balevich
From: Michael T. Rudd *MR*
cc: Roy Saunders
Date: June 27, 2016
Re: Parcel 28-23-28-0529-00-090 Setback Line Variance Request Package Submittal

The attached package is for a Setback Line Variance request on the above referenced property.

We are requesting a 3-foot variance to the side setback line affecting the north property line only. Currently the side setback is 6 foot. We have letters of support from the HOA and many of the land owners in this "island" of lots surrounded by the fairway to the 18th green and Bay Hill Boulevard.

This variance request is made after exhausting efforts by the architect to add living space to the existing home and respecting the current north setback line as well as the HOA guidelines. All remaining setback lines are not affected. The addition is being designed to allow for the owners to live and be mobile as they age and may require ADA accessibility to live comfortably in their home.

Dr. Sarni and his wife made a decision to acquire and rebuild this home as it allows them to be in close contact with their immediate family. This includes: brother (Mr. Arnold Palmer), nephews and nieces to mention a few who all have homes adjoining Dr. Sarni's residence. Mr. Palmer is having his new home designed only a few lots away.

We are looking forward to the approval of this Setback Line Variance request so the final permitting and construction may begin. I am available to answer any questions that you may have.

RECEIVED
JUL 11 2016
ORANGE COUNTY
ZONING DIVISION



STAFF REPORT
CASE #VA-16-09-110
Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
September 1, 2016
Commission District: 1

GENERAL INFORMATION:

APPLICANT: Michael Rudd

REQUEST: Variance in the R-1 zoning district to construct addition to existing single family residence 3 ft. from side (north) property line in lieu of 6 ft.

LOCATION: East side of Bay Hill Blvd., west of S. Apopka Vineland Rd.

PROPERTY ADDRESS: 9049 Bay Hill Blvd.

PARCEL ID: 28-23-28-0529-00-090

TRACT SIZE: 77 ft. x 159 ft. (irregular)

DISTRICT #: 1

ZONING: R-1

STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes to construct an addition to the side of their home.
2. The existing house is built at an angle in relation to the property lines. Thus, an expansion to the existing house along the same north wall will result in a partial encroachment into the side setback.
3. The corner of the addition will only encroach a maximum of three (3) feet into the setback for a portion of the structure (approximately eleven (11) feet, not the entire length).
4. The proposal shows that the applicant has made efforts to design the house to follow the angle of the north wall, with a request for a minimal variance.

5. Staff has no objections to this request because:
- a) the request will not adversely impact any quality of life circumstances;
 - b) the HOA supports the request; and,
 - c) the most affected property owners have provided letters in support of the request.

STAFF RECOMMENDATION:

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date stamped "received July 11, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The exterior of the addition shall match the colors and materials used for the exterior of the existing house.

cc: Michael Rudd
1210 Bahama Drive
Orlando, Florida 32806

CHRISTOPHER CHARBONEAU - VA-16-09-111

REQUEST: **Variance** in the R-T-1 zoning district to permit a RV in front of the principal structure in lieu of the side or rear yards.
(Note: This is a result of code enforcement action).

ADDRESS: 4330 Spartan Drive, Orlando FL 32822

LOCATION: Northwest corner of Spartan Dr., approximately 90 ft. east of Crossen Dr.

S-T-R: 14-23-30

TRACT SIZE: 71 ft. x 74 ft. (AVG)

DISTRICT#: 3

LEGAL: CHARLIN PARK Z/130 LOT 53 & N 4 FT OF LOT 52

PARCEL ID: 14-23-30-9560-00-530

NO. OF NOTICES: 90

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (4 in favor, 1 opposed and 2 absent):

1. Development in accordance with site plan date stamped "received July 12, 2016" and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. The applicant shall obtain a permit for the RV within ninety (90) days or this approval becomes null and void;

5. The applicant shall park the RV on the existing pavement as close to the residence as possible; and,
6. Approval is for the existing RV, for the current applicant only.

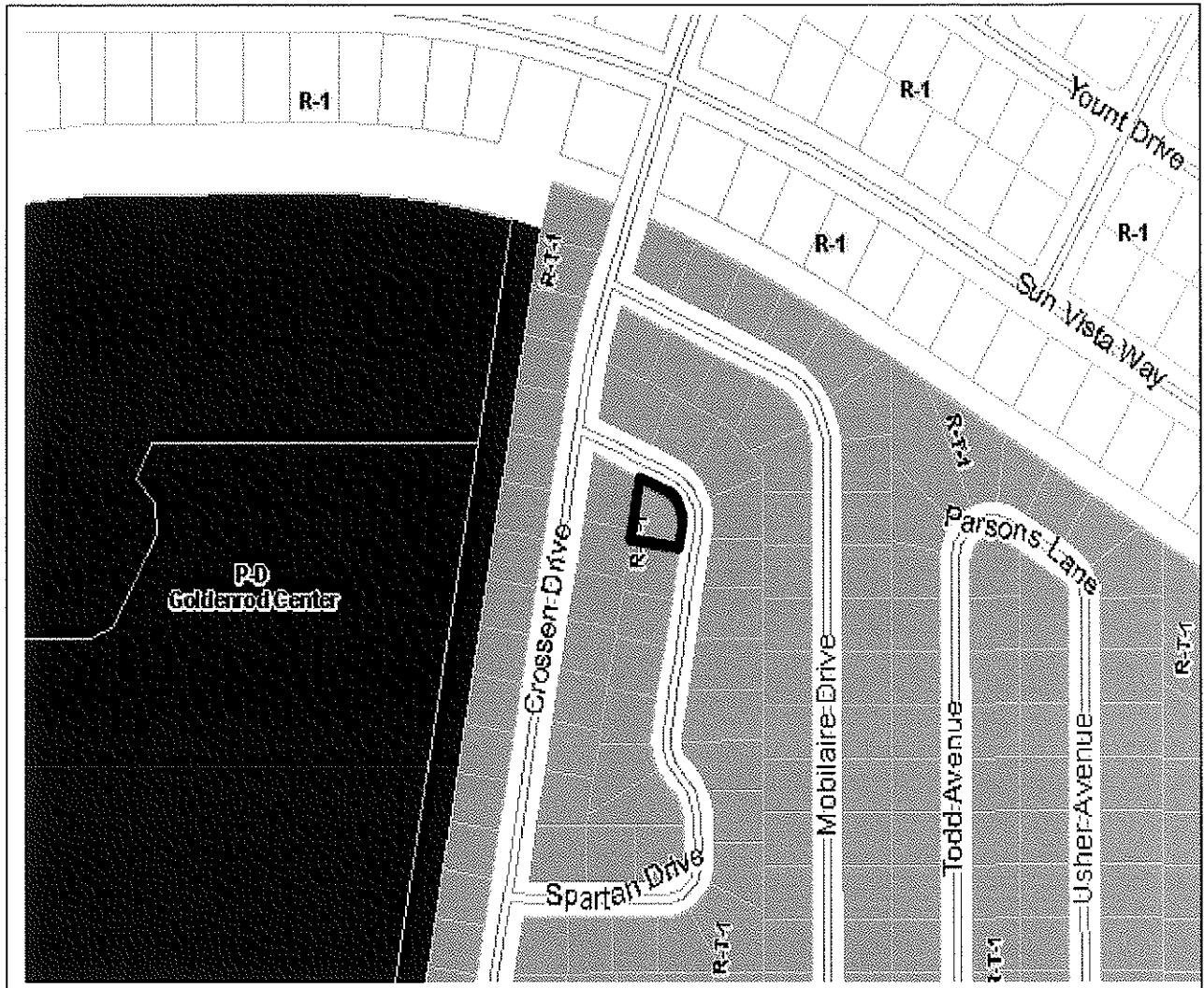
SYNOPSIS: Staff gave a presentation on the case, and showed photographs and the location as well as the characteristics of the neighborhood.

The applicant stated that the solar panels are permanently attached to the RV.

The BZA observed the compatibility of the proposal with the character of the neighborhood.

Staff received five (5) commentaries in favor of the application and one (1) in opposition. One person spoke in favor of the request stating that it was not blight or an eyesore.

The BZA stated a preference for location #2, shown on the plan and wanted condition #5, revised and condition #6 added. The BZA approved the variance with the revision of condition #5, and the addition of condition #6.



Applicant: Christopher Charboneau

BZA Number: VA-16-09-111

BZA Date: 09/01/2016

District: 3

Sec/Twn/Rge: 14-23-30-NE-A

Tract Size: 71 ft. x 74 ft. (AVG)

Address: 4330 Spartan Drive, Orlando FL 32822

Location: Northwest corner of Spartan Dr., approximately 90 ft. east of Crossen Dr.

We are the Charboneau Family and we are requesting a zoning code variance for our lot due to present facts and mitigating circumstances. We need to park our RV in the front of the lot at 4330 Spartan Dr. The letter quoting city ordinance sent to us by the zoning enforcement office stated that the front lot -or back lot was ok as long as the surface was approved. When we went to get the required permit we were told that we needed to apply for a variance because zoning ordinance states that only the backyard can be used to store or park an RV. I will state again that the letter sent listed the front "or" back could be used and they countered with another code which says the front of the home could not be blocked by an RV. Looks like a code error/conflict.

1. We have a fully developed back yard with a large concrete storage room, and a wrap around covered patio & carport that extends across the entirety of the back portion of the lot. When I spoke to a manager at the zoning dept they stated on the phone that due to these reasons alone, a variance would be allowed, but we would have to apply for it after obtaining an engineering report, which we have.
2. The second primary reason is our "Right to Light" which as you may know by the title is the value we as a family place on the solar energy that falls on our front lot. This natural power resource is collectible by the solar array that is built into our RV. It is large enough to substantially reduce our daily personal energy costs, and provides an emergency power source in case of hurricanes, or power interruptions with use of a UPS. The light that falls on our property is ours to collect and use. We have already gone to great lengths to provide a stable energy resource that we can implement to this effect. Forcing us to park our Solar RV in the back or side portion of the property would disallow us access to the ample light energy found on the front portion of the property throughout the year.
3. The suggested side of the lot parking (option 1) is not going to work either, The suggested side of the lot is also where the water line run is, parking and re-parking a 15,000GVW RV, on top of the water line is a bad idea and would likely fracture the water line due to settling. The side portion of the lot is not large enough to accommodate the RV's deploy-able solar awning arrays, cutting it's output by 2/3 and the location it is not flat enough, there is a gradient that goes up from the street in that area, a small hill is not a good place to park a Large RV.

In addition (option 1) will not work due to planetary tilt in the winter which causes the sun to change azimuth and the huge tree in our other neighbor's yard would mostly shade the solar array throughout the winter. Many cities across America understand this "Right to Light", and have newer ordinances to support it. Shade from a neighbor's tree in many cities is enough to have the neighbor remove said tree(s) blocking their neighbor's solar system's exposure to sunlight, by city zoning ordinance. If we are allowed to use the front lot to park our RV on, lack of sunlight is not going to be an issue.

4. The current position of the RV (option 2) is not going to work as well as the center of the front lot. Even with it parked on the current concrete driveway, there is still an issue of 1/3 of our solar array not being deploy-able due to the current position of the RV to the house which blocks 2.5KW of solar collecting resource from being deployed (5.460MWH/yr @6hr day). Therefore we request a variance that will allow us to park the RV in front of the house in the center of the front lot, with enough room to deploy both side solar awning arrays to more fully collect the solar energy that falls on the front portion of our lot at 4330 Spartan Dr.

Our plan is to use 57 stone white limestone to fill the front lot behind the fence on top of weed-blocking landscaping fabric, we already have quotes to do so but are waiting on zoning approval concerning our RV's placement. After which the RV would be moved off the concrete onto the gravel pad, then, the solar awnings could be deployed correctly. The 57 stone gravel will keep the RV dry underneath and the concrete wrap-around driveway would still be usable by cars.

5. The "option 3" needs to be recognized by the zoning variance board to allow us access to the ample solar energy on the front half of our lot at 4330 Spartan Dr. Option 3 would be, allowed parking of our RV under the unblocked sunlight, located in the front lot, behind the fenced area, on top of 57 stone gravel where it will be allowed to remain by modified zoning variance concerning our lot.

Closing facts and opinions;

While the current solar power deployed in America is only 1% of the power used by America, the numbers show any little bit helps. Utilities are already complaining that solar power is a threat to their bottom line, while they deploy 90,000+ panel arrays and Megawatt facilities to try to centralize and monopolize solar power production. My calculations state that an array of modern panels of 300wts+ ea. over an area of 25' x 35' with grid-interactive micro-inverters can provide enough power to supplement a modern family's power needs by 60% or more if batteries are used. Without batteries, devices called IEEE approved grid-interactive micro-inverters should be employed, a technology used extensively in California on power grids that have standing power regulations that exceed most of the nation's but do not restrict homeowners from having solar electric panels with IEEE approved micro-inverters helping with the energy needs of a modern home.

The back lot at 4330 Spartan Drive is shaded by an enormous tree towering over the lot, and it hangs over our property lines in the back which also would cause our RV to rot due to falling debris and moisture lock under the branches, if it could be parked there which it cannot, due to the wrap around carport and concrete storage building. We have a sunny, dry, fenced front lot that would be adequate for deploying our solar array and safely parking our RV on an approved surface.

The Solar RV is our family's device to harness the silent, natural energy resource of the sun and reduce our carbon footprint. We request the zoning variance for this reason and the facts listed previously which eliminate the back lot as a possibility and the side of the lot as well.

The front of the lot is the only reasonable place to park our RV, and taking a drive around the neighborhood there are trailers, Boats and other RV-type vehicles parked in the front of houses, so our requested variance follows the norm for those without access to their backyards for RV parking due to smaller lot sizes found in our neighborhood.

Thank you,

The Charboneau family.

young@gmail.com

STANLEY, INC.

Date of field work: 12/23/2015 Completion Date: 01/04/2016

Sherrill Ann Charbonneau; Christopher Robin Charbonneau; First American Title Insurance Company; American Financial Resources, Inc.; its successors and/or assigns.

PER PLAT

LOCATION SKETCH

AB: 1/27/68
PC: 1/27/68

N 65°25'58" W 82.5470
S 89°33'01" W 82.5470

N 10°18'51" E 71.00 (D)
 N 10°22'28" E 70.51 (M)

SPARTAN DRIVE
501R/W (IMPROVED)
Water line

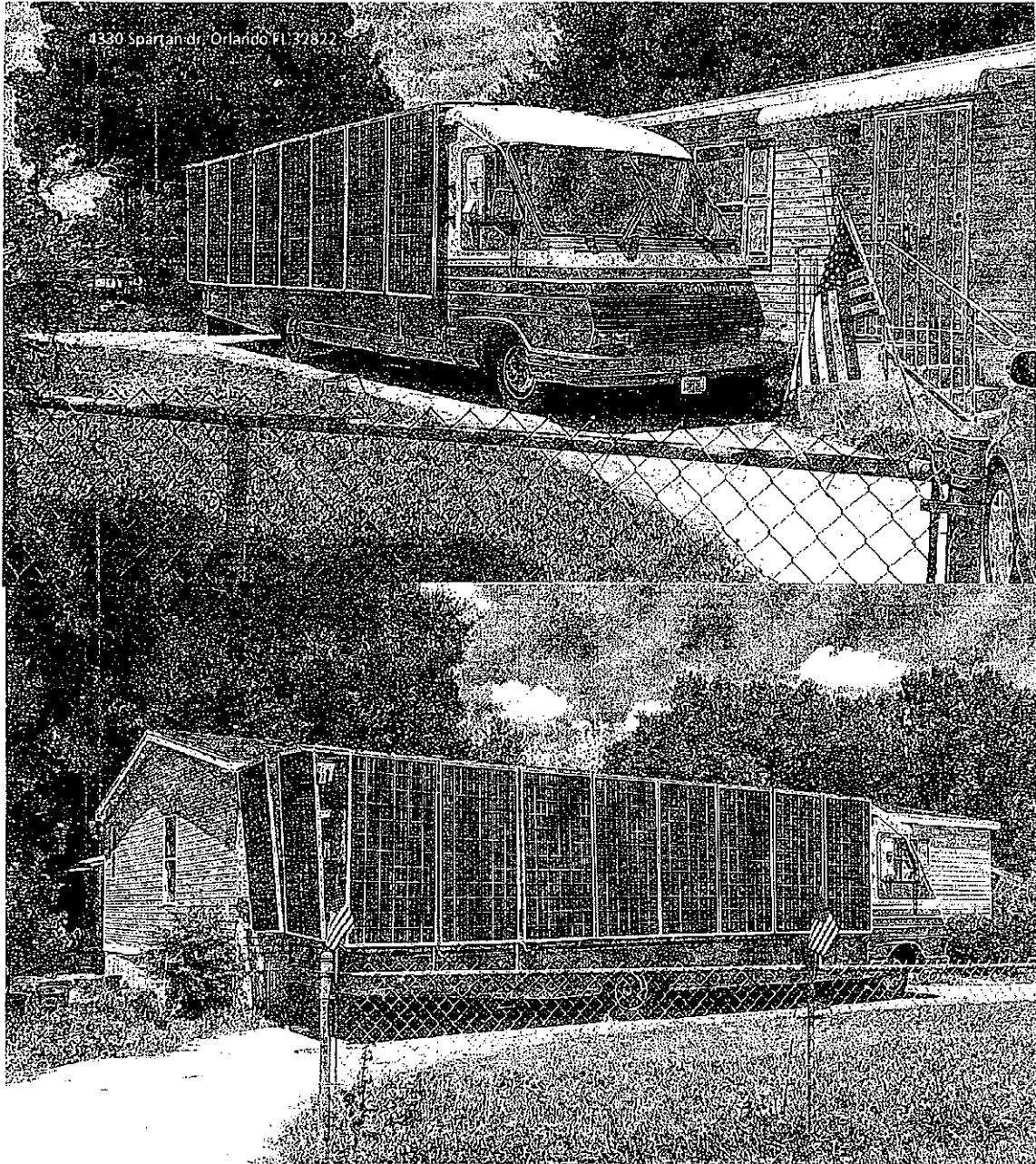
Survey number: SL 16160

GENERAL NOTES

- | | |
|--------|------------------------------|
| P.R.M. | Permanent Reference Monument |
| P. | Pit |
| P.B. | Pit Book |
| P.E. | Pool Equipment |
| P.O.B. | Point of Beginning |
| P.O.C. | Point of Commencement |
| P.O.C. | Point of Compound Curve |
| P.C. | Point of Curvature |
| P.I. | Point of Intersection |
| P.R.C. | Point of Reverse Curvature |
| P.T. | Point of Tangency |
| P.O.L. | Point on Line |

1. Legal description provided by officers;
2. The land shown herein was not obtained for assessments or other recorded encumbrances not shown on the plan unless specifically noted;
3. Underground portions of buildings, foundations or other improvements were not located;
4. Wall lines are to the edge of the wall;
5. Only visible encroachments are located;
6. No identification found on property corner unless noted;
7. Dimensions shown on the plot are measured unless otherwise noted;
8. This is a BOUNDARY SURVEY unless otherwise noted.

13. Unless otherwise noted, riped zone information provided by others.
14. Septic tanks and/or septicoid locations are approximate and MUST be verified by appropriate utility location contractors.
15. The closure of structures shall not be possible due to existing, anticipated and decorative finishes.
16. Paved surface strips may be drawn as an approximation and not fully embankment due to irregular shapes.
17. Fence locations along property line may be suggested by owner.
18. The nature, extent or existence of easements is not addressed on this plan.
19. This survey meets all applicable surveying requirements.
20. The survey is made for between the structure



4330 Spartan Dr, Orlando, FL, 32822



STAFF REPORT
CASE #VA-16-09-111
Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
September 1, 2016
Commission District: 3

GENERAL INFORMATION:

APPLICANT: Christopher Charboneau

REQUEST: Variance in the R-T-1 zoning district to permit a RV in front of the principal structure in lieu of the side or rear yards.

(Note: This is a result of code enforcement action.)

LOCATION: Northwest corner of Spartan Dr., approximately 90 ft. east of Crossen Dr.

PROPERTY ADDRESS: 4330 Spartan Dr.

PARCEL ID: 14-23-30-9560-00-530

TRACT SIZE: 71 ft. x 74 ft. (AVG)

DISTRICT #: 3

ZONING: R-T-1

STAFF FINDINGS AND ANALYSIS:

1. The applicant has been parking their RV in the front yard, and is requesting a variance to continue doing so.
2. Code Enforcement observed the RV in front of the principal structure, and cited the property on June 22, 2016.
3. The applicant has stated they cannot park the RV on the side due to the location of the water meter and water line, and that they cannot utilize the back due to lack of space.

4. The area is characterized by:
- motor vehicles parked on the grass in front yards
 - trailers in front yards
 - shed in the front yard
 - storage/display of additional items in the front yard across the street from the applicant
 - pool in the front yard
5. The applicant has obtained letters of support from five (5) of their neighboring property owners.

STAFF RECOMMENDATION:

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date stamped "received July 12, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. The applicant shall obtain a permit for the RV within ninety (90) days or this approval becomes null and void; and,
5. The applicant shall install pavers in the location where the RV is to be parked, unless existing driveway is utilized.

cc: Christopher Charboneau
4330 Spartan Drive
Orlando, Florida 32822

JOHN KASSIK OF K. HOVNANIAN HOMES
VA-16-09-112

REQUEST: **Variance** in the P-D zoning district to allow addition to single family residence (under construction) 21 ft. from the rear property line in lieu or 25 ft.
(Note: The unit is currently under construction, and it was found when they attempted to add a lanai that it would encroach four (4) ft. into the rear setback).

ADDRESS: 866 Grand Hilltop Drive, Apopka FL 32703

LOCATION: East side of Grand Hilltop Dr., approximately 100 ft. south of Maypole Dr., in the Marden Road PD

S-T-R: 21-21-28

TRACT SIZE: 50 ft. x 114 ft.

DISTRICT#: 2

LEGAL: HILLTOP RESERVE PHASE 2 88/105 LOT 81

PARCEL ID: 21-21-28-3631-00-810

NO. OF NOTICES: 75

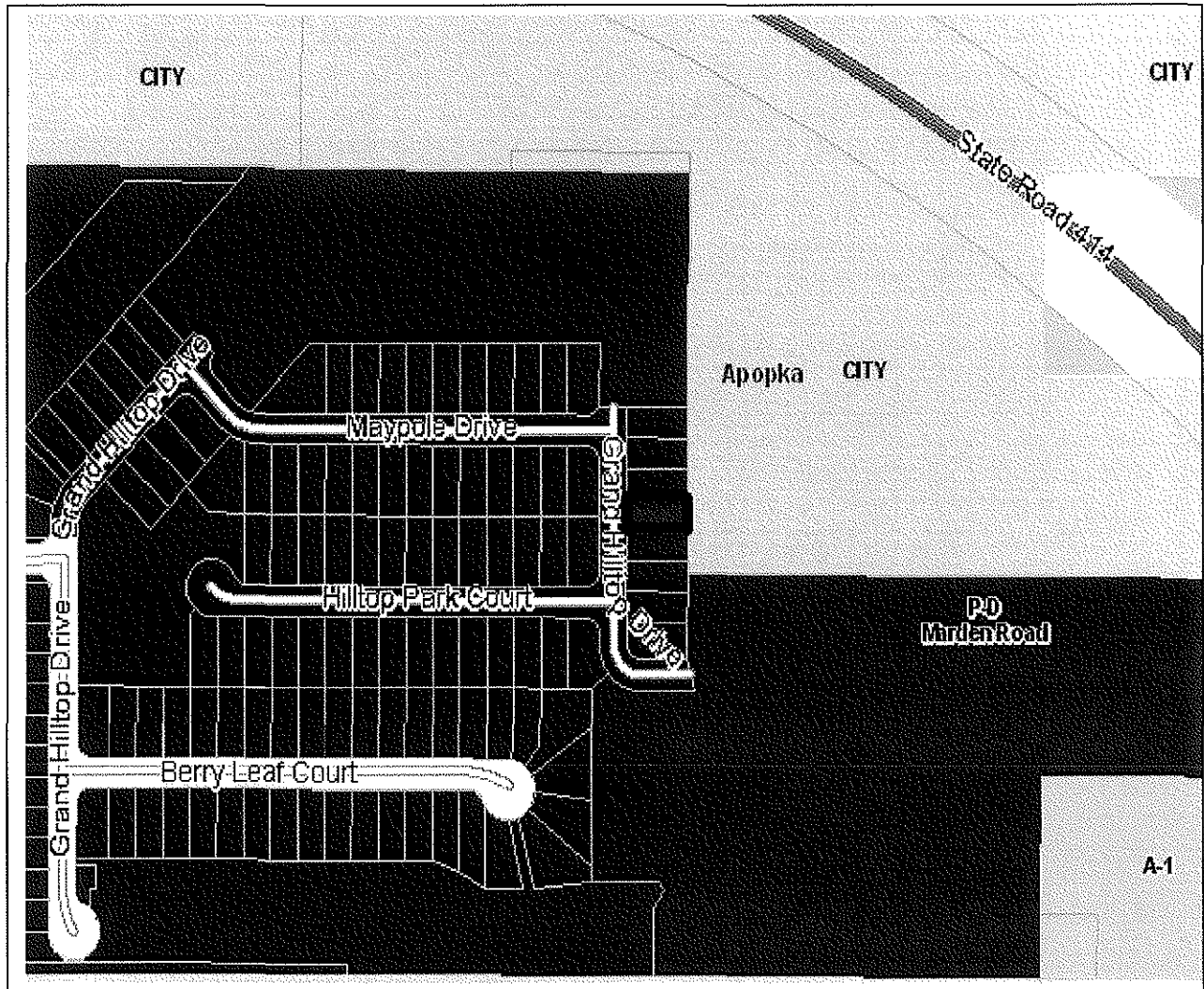
DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

1. Development in accordance with site plan dated July 12, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

SYNOPSIS: Staff explained the required rear setbacks for a unit built interior to the project as opposed to along the exterior of the project. Staff noted that the permit issued for this unit did show a setback of twenty-one plus (21+) feet. It was the result of an inspection which revealed that the unit was an exterior unit and needed a twenty-five (25) foot rear yard setback versus twenty (20) feet. It backs up to a major stormwater pond for SR 414. There are two (2) options, demolish the substantially constructed structure to correct the setback or grant the variance. Staff finds demolition to be unwarranted.

The applicant was in agreement with the staff findings, recommendation and proposed conditions.

The BZA concluded that demolition was excessive, and that the variance was necessary to correct a permitting oversight.



Applicant: John Kassik of K. Hovnanian Homes

BZA Number: VA-16-09-112

BZA Date: 09/01/2016

District: 2

Sec/Twn/Rge: 21-21-28-NW-B

Tract Size: 50 ft. x 114 ft.

Address: 866 Grand Hilltop Drive, Apopka FL 32703

Location: East side of Grand Hilltop Dr., approximately 100 ft. south of Maypole Dr., in the Marden Road PD



July 12, 2016

Orange County Building
Zoning Division
201 S. Rosalind Avenue, 1st Floor
Orlando, FL 32802

RE: Zoning Variance Request for 21-21-28-3631-00-810, B16006185

Attached please find our completed application package requesting a zoning variance for Hilltop Reserve Phase 2 Lot 81 at 866 Grand Hilltop Drive.

K. Hovnanian at Hilltop Reserve and DRP FL 1, LLC are requesting a variance to reduce the rear setback from 25' to 21.4'.

Lot 81 is a perimeter lot and subject to the 25' rear PD buffer restrictions as approved in the Marden Road PSP, it came to our attention after construction began that the lot was submitted and permit approved with a 20' rear setback. The Home is well into construction and would need to have a variance to allow a reduced setback to 21.4 in lieu of the required 25' setback.

No other lots or setbacks are affected. This is a one-time request.

Your time and consideration are greatly appreciated.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "John E. Kassik", is written over a horizontal line.

John E Kassik

K. HOVNANIAN HOMES

RECEIVED

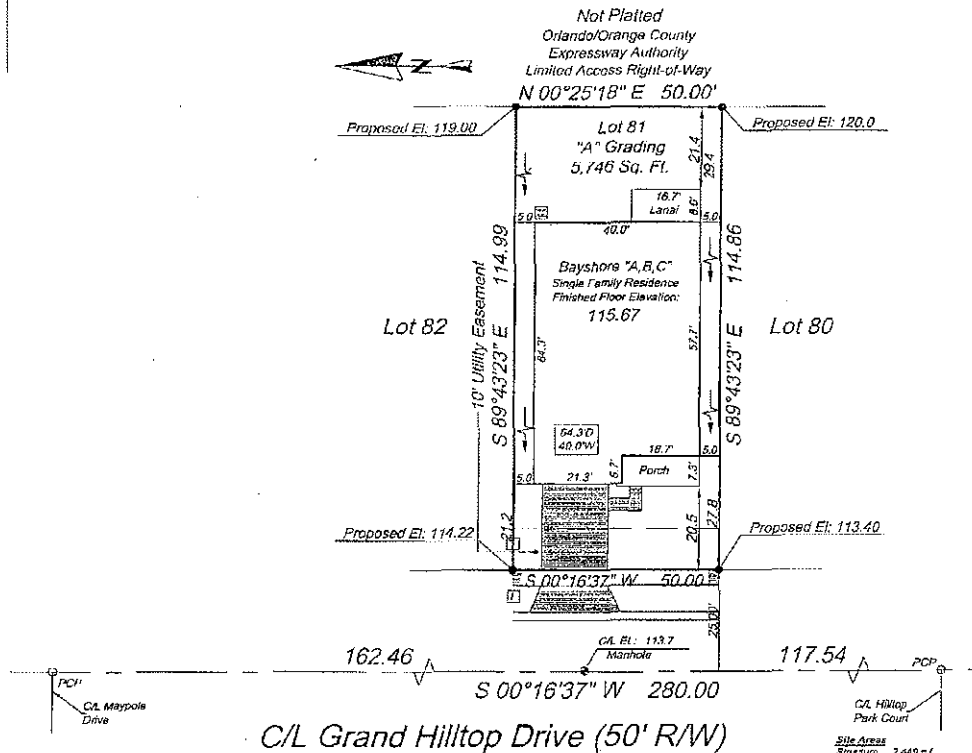
JUL 12 2016

Zoning Division

K. HOVNANIAN HOMES | 151 Southhall Lane, Suite 120, Maitland, Florida 32751
PHONE: 407-452-7871 FAX: 407-865-9477 | EMAIL: EKassik@KHOV.COM

Herx & Associates Inc.

Land Surveyors
769 Douglas Avenue, Altamonte Springs, Florida. 32714 (407)788-8808
Member of the National Society of Professional Surveyors



RECEIVED
JUL 12 2016
Zoning Division

LEGAL DESCRIPTION

Lot 81, "HILLTOP RESERVE PHASE II"

according to the plat thereof as recorded in plat book 88 at pages 105 - 108 of the public records of Orange County, Florida.

FLOOD HAZARD DATA: The parcel shown hereon lies within flood zone "X" according to the Flood Insurance Rate Map community panel number 120178 0120F dated 03-25-2005.

Flood Zone determination was performed by graphic plotting onto Flood Insurance Rate Maps prepared by FEMA. There has been no field surveying performed by this firm to determine this flood zone. This is the professional opinion of Herx & Associates, Inc. The lender (if any) makes the final determination as to the requirement of Flood Insurance or not. We assume no responsibility for actual flooding conditions.

SETBACKS: (per plans provided by client)
Front: 20' Side: 5' Rear: 20' Corner: 15'
50' Minimum Lot Width Perimeter: 25'

BEARING BASE: Bearings shown hereon are referenced to the South boundary of the recorded plat of Hilltop Reserve Phase II as being N89°43'23"W.

Vertical datum shown hereon is referenced to Benchmarks No. 1 through No. 4 as shown on pages 68-10, Paving Grading and Drainage plan prepared by Milt Legg Engineers, Project / File No. 11-00104 (NGVD 29)

General Notes:

- This is a BOUNDARY Survey performed in the field on Proposed.
- No aerial, surface or subsurface utility installations, underground improvements or subsurface encroachments, if any, were located.
- Building lines shown are to the exterior unfinished foundation surface or tombboard.
- Elevations shown hereon, if any, are assumed, unless otherwise noted and were obtained from approved Construction plans provided by this Client and are shown only to depict the proposed or actual difference in elevation relative to the assumed temporary or other bench mark(s) shown hereon.
- The parcel shown hereon is subject to all easements, reservations, restrictions, and Rights-of-way of record whether depicted or not on this document. No search of the Public Records has been made by this office.
- The legal description shown hereon is as furnished by client.
- Plotted and measured distances and directions are the same unless otherwise noted.
- Copies of this Survey may be made for the original transaction only.
- Denotes 1/4" iron rod with plastic cap marked LD4937, or 1/4" iron rod with red plastic cap marked "Witness Corner", unless otherwise noted.
- Denotes P.C.P. (Permanent control point).
- Denotes Permanent Reference Monument.
- © 2016 Herx & Associates Inc. All rights reserved.

Legend

Temporary Bench mark
BOW Back of sidewalk
CA Centerline
Z Control or (Delete) Angle
CALC Calculated
CB Client Bearing
CD Chord
C.M. Concrete Monument
ELEV Elevation (Proposed)
ELEV Elevation (Measured)
F.P. Faint
F.F. Elev. Finished Floor Elevation
I.P. Iron Rod
I.R. Iron Rod
L Arc Length
LB Licensed Business
LS Land Surveyor
Moa Measured
MCH (MCH) Mid and Risk
NR Not Radiat

OS Offset
O.R.B. Official Records Book
PB Plot Book
PC Point of Curvature
P.C. Point of Compound Curvature
P.C.P. Permanent Control Point
Page
P.R.M. Permanent Reference Monument
Property Line
P.O.B. Point of Beginning
P.O.C. Point of Commencement
P.I. Point of Intersection
P.R.C. Point of Reverse Curvature
PT Point of Tangency
R Radius
RAD Radial Line
RES Residence
R/W Right-of-Way
TBM Temporary Bench mark
TYP Typo
Fence symbol (see drawing)

Certification: Not valid without electronic signature/seal or the signature and official raised seal of a Florida Licensed Surveyor and Mapper. This survey meets the requirements of the Standards of Practice as outlined in Chapter 54-11 Florida Administrative Code.

William A. Herx, P.L.S. Florida Registered Land Surveyor No. 3162
Doreen L. Prohaska, P.S.M. Registered Surveyor and Mapper No. 6030
Herx & Associates Inc., State of Florida LD 4937

Sketch of Legal Description
This is Not a Survey

Drawn by: CM
Checked by: DP
Prepared for: K. Hovnanian
Job Number: 14-024-01

Scale: 1" = 30'
Plot Plan Performed: 04-20-16
Formboard Survey:
Final Survey:
Revisions:



STAFF REPORT
CASE #VA-16-09-112
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
September 1, 2016
Commission District: 2

GENERAL INFORMATION:

APPLICANT: John Kassik of K. Hovnanian Homes

REQUEST: Variance in the P-D zoning district to allow addition to single family residence (under construction) 21 ft. from the rear property line in lieu of 25 ft.

(Note: The unit is currently under construction, and it was found when they attempted to add a lanai that it would encroach four (4) ft. into the rear setback).

LOCATION: East side of Grand Hilltop Dr., approximately 100 ft. south of Maypole Dr., in the Marden Road PD

PROPERTY ADDRESS: 866 Grand Hilltop Dr.

PARCEL ID: 21-21-28-3631-00-810

TRACT SIZE: 50 ft. x 114 ft.

DISTRICT #: 2

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. On June 7, 2016, a permit was issued for the home to be constructed on the subject property. The permit showed a rear setback of twenty-one plus (21+) feet.
2. As a result of an inspection, it was determined that the subject property backs up to a retention pond for SR 414. This makes the lot a perimeter lot, thus, requiring a rear setback of twenty-five (25) feet. Work on the home must halt until the situation is corrected.

3. The retention pond is owned by the Expressway Authority, therefore, it is impossible to obtain additional land to add to the project. This leaves the only two (2) options of either obtaining a variance, or demolishing the unit which is well under construction and correcting the setback issue.
4. Given that the unit was approved and is being constructed to the reduced setback, a variance is considered the only viable alternative.
5. Since the unit backs up to an extensive retention pond, there is no adjacent residence which will be impacted. Further, the HOA has submitted a letter of support for the variance.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 12, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

cc: Sylvia Fall
c/o DRP FL 1, LLC
151 Southhall Lane, Suite 120
Maitland, Florida 32751

MAUREEN WATFORD
VA-16-09-113

REQUEST: **Variances** in the R-CE-2 zoning district to construct accessory building (carport) as follows:
1) 2,643 sq. ft. in lieu of 2,000 sq. ft.; and,
2) Less than 10 ft. from existing detached accessory building.

ADDRESS: 12929 Reaves Road, Winter Garden FL 34787

LOCATION: East side of Reaves Road, approximately 325 ft. north of Stonybrook West Parkway

S-T-R: 36-22-27

TRACT SIZE: 2.39 ac.

DISTRICT#: 1

LEGAL: COUNTRY TRAIL ESTATES 20/47 LOT 5

PARCEL ID: 36-22-27-1773-00-050

NO. OF NOTICES: 34

DECISION: APPROVED the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

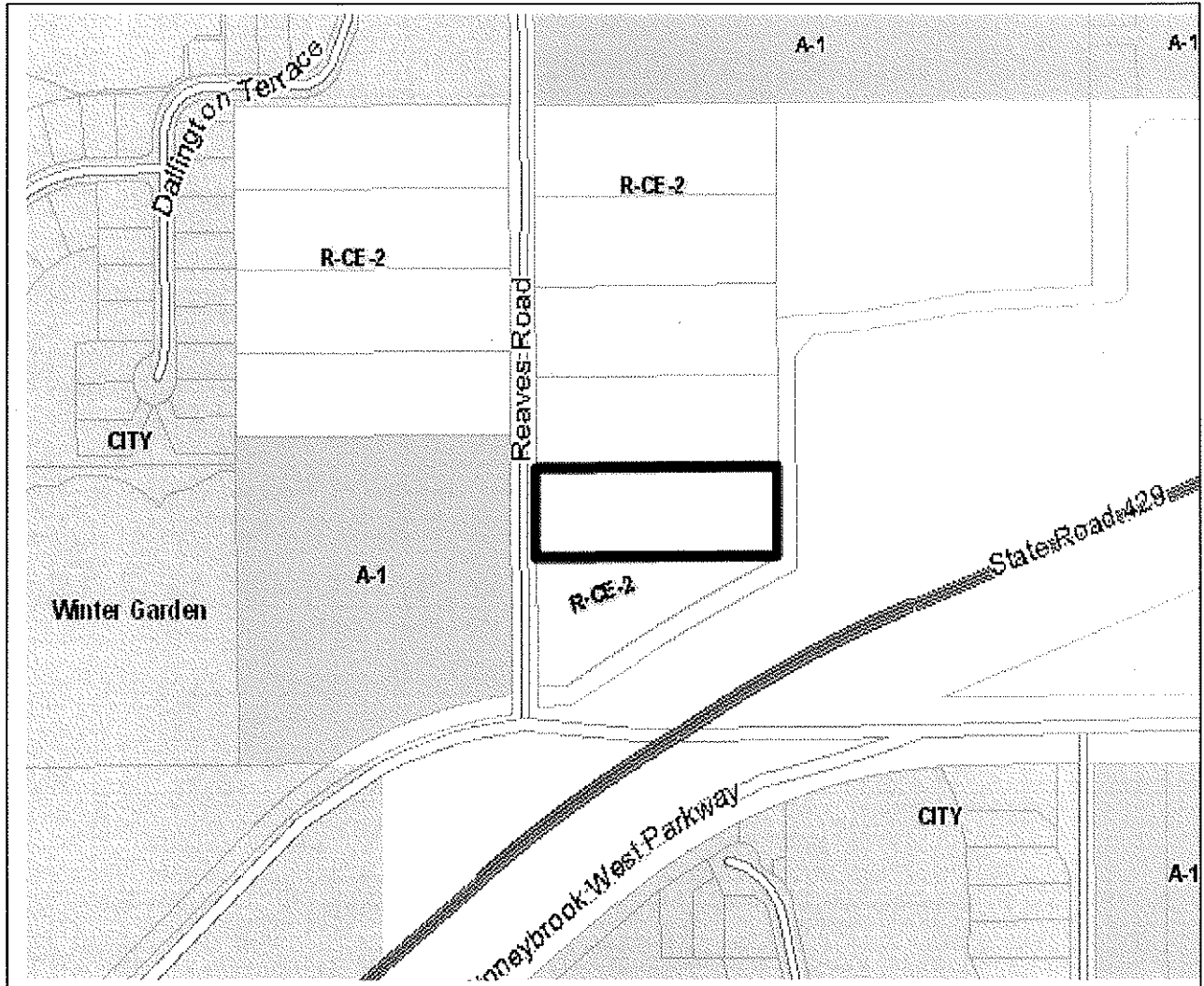
1. Development in accordance with site plan dated July 12, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

SYNOPSIS: Staff explained that due to the construction of SR 408, a ditch located on the subject property had been physically separated from a natural body of water to the southeast. Therefore, there was no longer a Normal High Water Elevation to contend with. Staff further stated that the applicant wishes to construct a carport for their motor home, and that due to the size of the lot, the extra square footage would not be out of scale. Further, staff found that due to the proposed location of the carport, the home and trees at the front of the property would serve as a visual buffer.

Staff received seven (7) commentaries in favor of the request. There was no opposition.

The applicant was in agreement with the staff recommendation and the proposed conditions.

The BZA found that due to the large size of the property, and the fact that only a small portion of the property to the south actually abutted the area where the carport would be located, the variance was warranted.



Applicant: Maureen Watford

BZA Number: VA-16-09-113

BZA Date: 09/01/2016

District: 1

Sec/Twn/Rge: 36-22-27-SW-C

Tract Size: 2.39 ac.

Address: 12929 Reaves Road, Winter Garden FL 34787

Location: East side of Reaves Road, approximately 325 ft. north of Stonybrook West Parkway

Variance Request Letter

For Property located at 12929 Reaves Road, Winter Garden, Florida 34787 PID 36-22-27-1773-00-050 Legal
Description Country Trail Estates 20/47 Lot 5

To Whom It May Concern;


I/We, Robert T Watford and Maureen Nations-Watford, owners of the above referenced property, request a variance for additional 643 square footage in the allowance for an accessory building/RV Carport. We have 2.39 acres (185'X 562.78') and Orange County allows up to 2000 sqft in accessory buildings for our property. We currently have a 1995sqft detached garage (70'X28.5') for our boat, tractor, truck, and workshop. We have purchased a 29' Camper Trailer and it will not fit into the current detached garage. We request to be able to add an 18' X 36'X15' steel carport (648 sqft) for its storage. It would be 86' from right boundary line and 81' from the left boundary line and 290' from the front boundary line and 236.78 from the rear boundary line. The Carport will not have any impact on either side neighbor. Both neighboring houses are over 200' away; the one to the north side has a 6' white vinyl fence on the adjoining property line as well as I have multiple trees blocking the view and the one on the south side has a great deal of Trees, shrubs, and plants that blocks their view. We have no rear neighbor only a series of retention ponds for the 429, Expressway Authority. There is vacant property across the street from us. The carport will not be visible from the street; it will be 190' behind our residential house. There is no HOA, Home Owners Association for Country Trail Estates.

We are purchasing the materials and plans from Carolina Carports, Inc./Elephant Structures, Inc. (see attached). Their plans are to be per Orange County, Florida Code and shall be submitted for permitting after variance is hopefully granted. The proposed carport shall be of similar steel materials, color and same height at the peak as the existing detached garage and placed on the County permitted concrete pad where we have a County permit to park the camper trailer. We would like it to be as close to the current detached garage as possible.

Our request is consistent with other variances issued by Orange County in our area of unincorporated Orange County on Reaves Road. Reaves Road is still for the most part rural in appearance and properties have horse barns, storage buildings, RV garages, etc.

We are submitting letters of No Objection from our two immediate neighbors on the south side and from across the street as well as others on Reaves Roads. Our immediate neighbor to the north side (Pertab Signh) would not sign at this time as he is mad because Orange County Code Enforcement Division recently gave him a list code violations. He has had several violations in the past for parking his dump truck on his property. He told us that when he asked who complained, he was told that we did on every one of his violations. We have never complained to the County him or anyone else. We really never cared about the dump truck, the cows, goats, or the ducks nor would we have any objection to them now. At one point he was willing to sign if we would sign a letter of No Objection about the farm animals. We did sign one but he now he is convinced we complained so he won't sign for us. (see attached)

We respectfully request the Variance be granted for the RV Carport so we may protect our Camper Trailer.


Robert T Watford

7-12-10

Date


Maureen Nations-Watford

7-12-10

Date

Amendment to Variance Request Letter

For Property located at 12929 Reaves Road, Winter Garden, Florida 34787 PID 36-22-27-1773-00-050

Legal Description Country Trail Estates 20/47 Lot 5

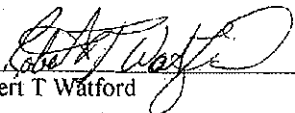
REF # VA-16-09-113

To Whom It May Concern;

As per the conversation of 7/12/16 with David C Nearing, AICP, Zoning Division, we request the following amendments be added to our Request for Variance.

1. We request a waiver of the usual 10' distance between the proposed steel carport and the existing steel accessory building/garage.
2. The proposed carport to be within the 50' high water line or about 30' from the closest back corner.
3. We are willing to sign a Hold Harmless agreement with Orange County for any and all of the Variance requests.
4. Our next 2 neighbors to the immediate north side have agreed to sign the Letter of No Objection. I will forward them as soon as I have them

Thank you for your consideration


Robert T Watford

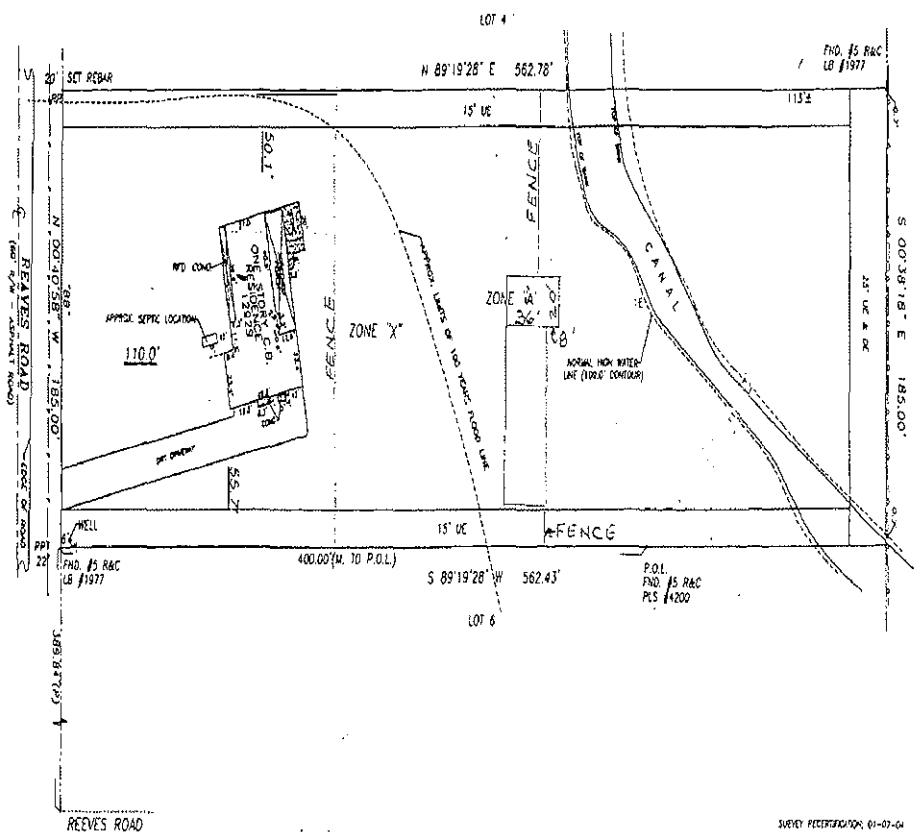
7/12/16
Date


Maureen Nations-Watford

7/12/16
Date

Legal Description:

LOT 5, COUNTRY TRAIL ESTATES, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 20, PAGE(S) 47, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



General Notes:

- [illegible]

SURVEY IDENTIFICATION: 01-07-04

ADDED NORMAL HIGH WATER LWT: 04-27-04

Boundary Survey Prepared For:

MAUREEN M. WATFORD

Scale: 1" = 50'

Approved By:

1

Dr. H. A.

Boundary Survey Certificate

10. FIDELITY NATIONAL TITLE

SOUTHERN SECURITY MORTGAGE CO

MAUREEN M. WATFORD

2000 Fax: (313) 224-1111

Die Nummer

551-916

Field No.	02-01
-----------	-------

Ireland Surveying, Inc.

6001 Brick Court
Suite 117
Winter Park, Florida
32792

Office-407.678.3366
Fax-407.671.6678

[illegible]

I hereby certify that the structure of any of the above described property is true and correct to the best of my knowledge and belief as reported hereunder under my education on this date. This is based on information furnished to me by the landowner and conform to the structure furnished standards for land surveying in the State of Florida in accordance with Chapter 816.15 Florida Administrative Code, Part 10 to Section 722.01 Florida Statutes.

James A. [Signature]
James A. [Signature] is [Signature] on [Signature]

This Survey is intended ONLY for the use of SAA Certified Parties.
This Survey MAY VOID UNLESS Signed and Initialed with Summer's Seal.

RECEIVED

JUL 12 2016

Zoning Division



STAFF REPORT
CASE #VA-16-09-113
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
September 1, 2016
Commission District: 1

GENERAL INFORMATION:

APPLICANT: Maureen Watford

REQUEST: Variances in the R-CE-2 zoning district to construct accessory building (carport) as follows:

- 1) 2,643 sq. ft. in lieu of 2,000 sq. ft.; and,
- 2) Less than 10 ft. from existing detached accessory building.

LOCATION: East side of Reaves Road, approximately 325 ft. north of Stonybrook West Parkway

PROPERTY ADDRESS: 12929 Reaves Rd.

PARCEL ID: 36-22-27-1773-00-050

TRACT SIZE: 2.39 ac.

DISTRICT #: 1

ZONING: R-CE-2

STAFF FINDINGS AND ANALYSIS:

1. There is a ditch at the rear of the property which had at one time been attached to a water body on the east side of SR 408. This caused the ditch to be part of the Normal High Water Elevation (NHWE). However, with the construction of the 408, the connection was severed. The ditch is still part of a wetland system, however, it no longer has a NHWE.
2. The applicant wishes to construct a carport for their motor home. They wish to place it next to an existing shed, rather than to separate the two (2) structures by ten (10) feet.

3. The ten (10) foot separation is not required by The Florida Building Code. It is a requirement of the Zoning Code.
4. The requested variance for an additional 647 sq. ft. represents a variance of thirty-two percent (32%). This is within the range of variance previously approved by the BZA. At 2.39 acres in size, the increase will not be out of scale with the property.
5. The applicants have obtained letters of support from seven (7) of their neighbors on Reeves Road. As of the writing of this report, staff has received no correspondence in opposition.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 12, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

cc: Maureen Watford
Robert Watford
12929 Reaves Road
Winter Garden, Florida 34787

BROOKS A. STICKLER, P.E.
SE-16-09-109

REQUEST: **Special Exception** in the R-3 zoning district to add 56 parking spaces for adjacent commercial use (Trader Joes).
(Note: Applicant proposes to add 56 parking spaces by constructing a concrete parking deck over the existing retention pond. The deck will be opened and at existing grade of the Trader Joes).

ADDRESS: Sandpoint Blvd., Orlando FL 32819

LOCATION: North side of W. Sand Lake Rd., 1/4 mile east of S. Apopka-Vineland Rd.

S-T-R: 27-23-28

TRACT SIZE: 2.65 acres

DISTRICT#: 1

LEGAL: SANDPOINTE TOWNHOUSES SEC 3 17/148 COMM MOST SLY SW COR OF COMMON AREA TH N00-31-20E 61.06 FT TO CURVE CONCAVE SW RAD 359.26 FT DELTA 35-00-00 CHORD N16-58-46W 216.06 FT FOR DIST OF 219.46 FT TH N34-28-48W 16.89 FT TH N00-32-40W 41.30 FT TO POB TH N89-52-

PARCEL ID: 27-23-28-7846-00-011

NO. OF NOTICES: 119

DECISION: APPROVED the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

1. Development in accordance with site plan dated July 11, 2016 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal

permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. Any changes to the existing retention pond shall be subject to the review and approval of the Orange County Development Engineering Division;
5. The proposed parking lot shall have a twenty-five (25) foot setback from the west property line. The western twenty-five (25) feet of the site shall be preserved in its natural state. The buffer area shall be enhanced with an additional eight (8) shade trees, a minimum of ten (10) feet high;
6. Landscaping shall be in accordance with Chapter 24, Orange county Code or as determined by the Zoning Manager;
7. Any lighting for the parking lot shall be limited to fifteen (15) ft. high and the lighting shall be directed away from the homes to the west. Said lights shall have cut-off features to cut off-site glare; and,
8. Construction plans shall be submitted within two (2) years or this approval becomes null and void.

SYNOPSIS: The applicant is proposing a parking deck to accommodate fifty-six (56) additional parking spaces for the Trader Joes Food Store.

Staff gave a brief presentation and indicated there was a thick vegetated buffer along the west property line that should be preserved. It will act as a buffer for the homes to the west.

The applicant agreed to the conditions.

One resident from the neighborhood to the north spoke. He was in favor of the request.

The applicant volunteered to enhance the vegetative landscape buffer by adding more trees.

The BZA approved the request and there was no opposition at the hearing.



Applicant: Brooks A. Stickler, P.E.

BZA Number: SE-16-09-109

BZA Date: 09/01/2016

District: 1

Sec/Twn/Rge: 27-23-28-SE-D

Tract Size: 2.65 acres

Address: Sandpoint Blvd., Orlando FL 32819

Location: North side of W. Sand Lake Rd., 1/4 mile east of S. Apopka-Vineland Rd.

Kimley»Horn

MEMORANDUM

To: Orange County Zoning Division
201 S. Rosalind Ave
Orlando, FL 32802

From: Brooks A. Stickler, P.E.
Kimley-Horn

Date: 6/28/16

Subject: Trader Joe's Parking Special Exception

The subject property is an existing stormwater dry pond, located at the northwest corner of Sand Lake Road and Sandpoint Blvd (Parcel 27-23-28-7846-00-011). The property is zoned R-3 – Multiple Family Dwelling District. The dry pond currently provides stormwater attenuation and treatment for the residential development to the north east.

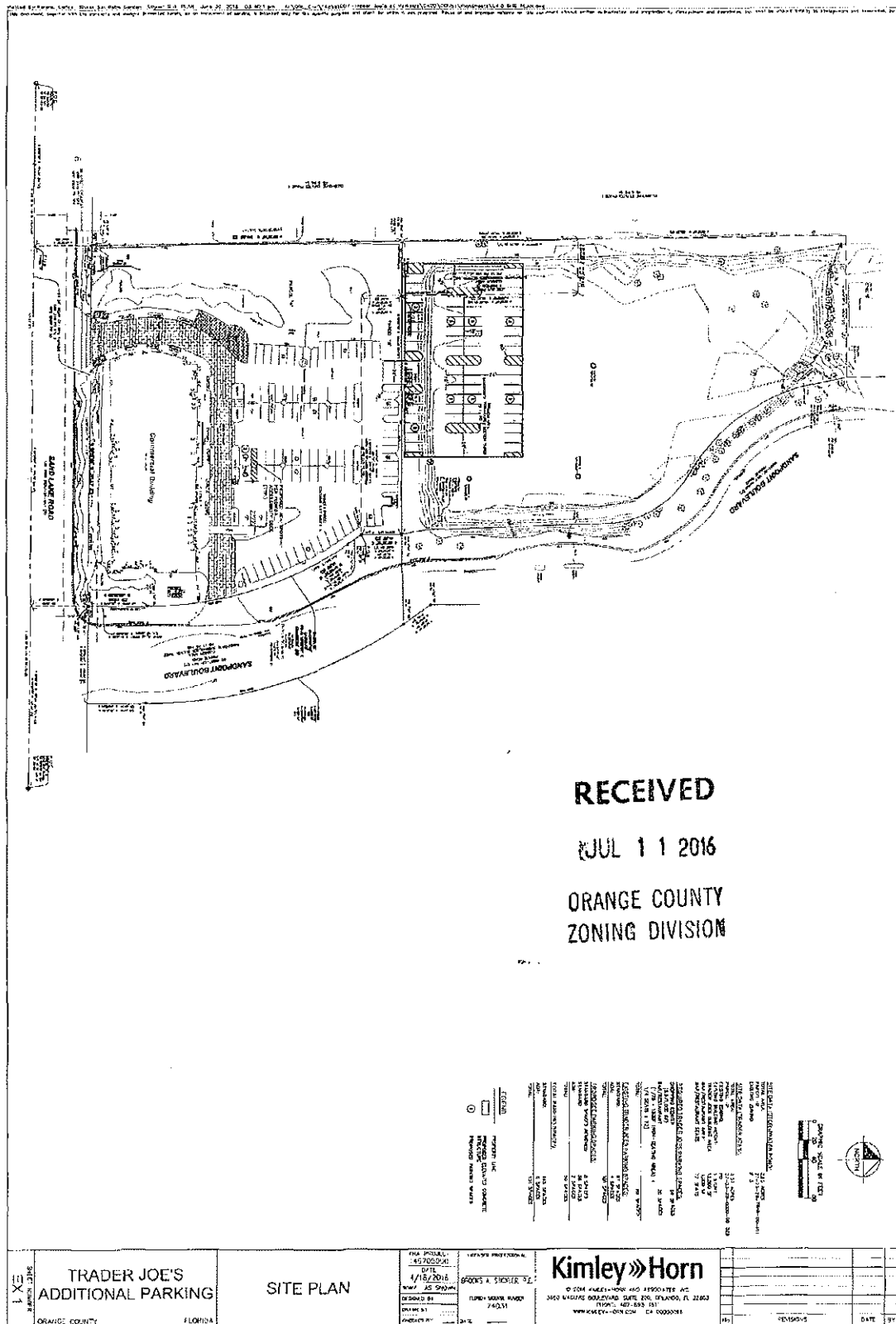
The intent of this letter is to obtain approval for adding an additional 56 parking spaces by constructing an overhanging parking structure over the south end of the pond. The additional parking will be constructed with concrete and the runoff will outfall to the dry pond. Trader Joe's is open between the hours of 8am and 9pm and the Slate Restaurant is open between 11am and 10pm.

Please contact me at (407) 898-1511 or jennifer.stickler@kimley-horn.com should you have any questions.

Sincerely,



Brooks A. Stickler, P.E.





STAFF REPORT
CASE #SE-16-09-109
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
September 1, 2016
Commission District: 1

GENERAL INFORMATION:

APPLICANT: Brooks A. Stickler, P.E.

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in the R-3 zoning district to add 56 parking spaces for adjacent commercial use (Trader Joes)

(Note: Applicant proposes to add 56 parking spaces by constructing a concrete parking deck over the existing retention pond. The deck will be opened and at existing grade of the Trader Joes).

LOCATION: North side of W. Sand Lake Rd., 1/4 mile east of S. Apopka-Vineland Rd.

PROPERTY ADDRESS: Sandpoint Blvd.

PARCEL ID: 27-23-28-7846-00-011

PUBLIC NOTIFICATION: 119

TRACT SIZE: 2.65 acres

DISTRICT #: 1

ZONING: R-3

EXISTING USE(S): Dry retention pond

PROPOSED USE(S): Parking deck at existing grade (56 spaces)

SURROUNDING USES: N – Dry retention pond
S – Trader Joe's and Sand Lake Rd.
E – Sandpointe Blvd.
W - Single family homes

STAFF FINDINGS AND ANALYSIS:

1. The commercial property to the south on West Sand Lake Road, (Trader Joes) needs additional parking. The property, as it currently exists, complies with all parking requirements. However, the parking demand is greater than code requirement. Therefore, this applicant is proposing a parking deck over the dry retention area to the rear.
2. The parking deck will be constructed at grade and will contain fifty-six (56) additional parking spaces.
3. An on-site inspection revealed that although designed as a retention pond, this pond area looks like a dry opened field surrounded by plant/tree species.
4. There is thick vegetation along the western side of this proposed parking area. It acts as an effective natural visual barrier for the homes to the west. Staff recommends that the western twenty-five (25) feet of the parking lot be preserved in its natural state.
5. The on-site inspection revealed that the homes to the west are approximately five (5) feet below grade of the proposed parking lot. Therefore, the existing vegetation along the west side will appear even higher to those homeowners.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 11, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. Any changes to the existing retention pond shall be subject to the review and approval of the Orange County Development Engineering Division;
5. The proposed parking lot shall have a twenty-five (25) foot setback from the west property line. The western twenty-five (25) feet of the site shall be preserved in its natural state;
6. Landscaping shall be in accordance with Chapter 24, Orange County Code or as determined by the Zoning Manager;
7. Any lighting for the parking lot shall be limited to fifteen (15) feet high and the lighting shall be directed away from the homes to the west. Said lights shall have cut-off features to cut off-site glare; and,
8. Construction plans shall be submitted within two (2) years or this approval becomes null and void.

cc: Brooks A. Stickler, P.E.
c/o Bel Aire Homes, Inc.
3660 Maguire Blvd., Suite 200
Orlando, Florida 32803

NORMA I. RIVERA
VA-16-09-114

REQUEST: **Variances** in the P-D zoning district as follows:
1) To validate existing single family residence 9.5 ft. from side (east) property line in lieu of 10 ft.;
2) To construct addition to existing single family residence 9.5 ft. (even with existing house) from side (east) property line in lieu of 10 ft.; and,
3) To construct addition to existing single family residence 11 ft. from rear (north) property line in lieu of 30 ft.

ADDRESS: 9432 Woodbreeze Blvd., Windermere FL 34786

LOCATION: North side of Woodbreeze Blvd., 1/4 mile west of S. Apopka-Vineland Rd.

S-T-R: 16-23-28

TRACT SIZE: 80 ft. x 125 ft.

DISTRICT#: 1

LEGAL: SILVER WOODS PHASE THREE A 16/93 LOT 184

PARCEL ID: 16-23-28-8074-01-840

NO. OF NOTICES: 97

DECISION: A motion was made by Carolyn Karraker, seconded by Deborah Moskowitz and unanimously carried to **APPROVE** the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

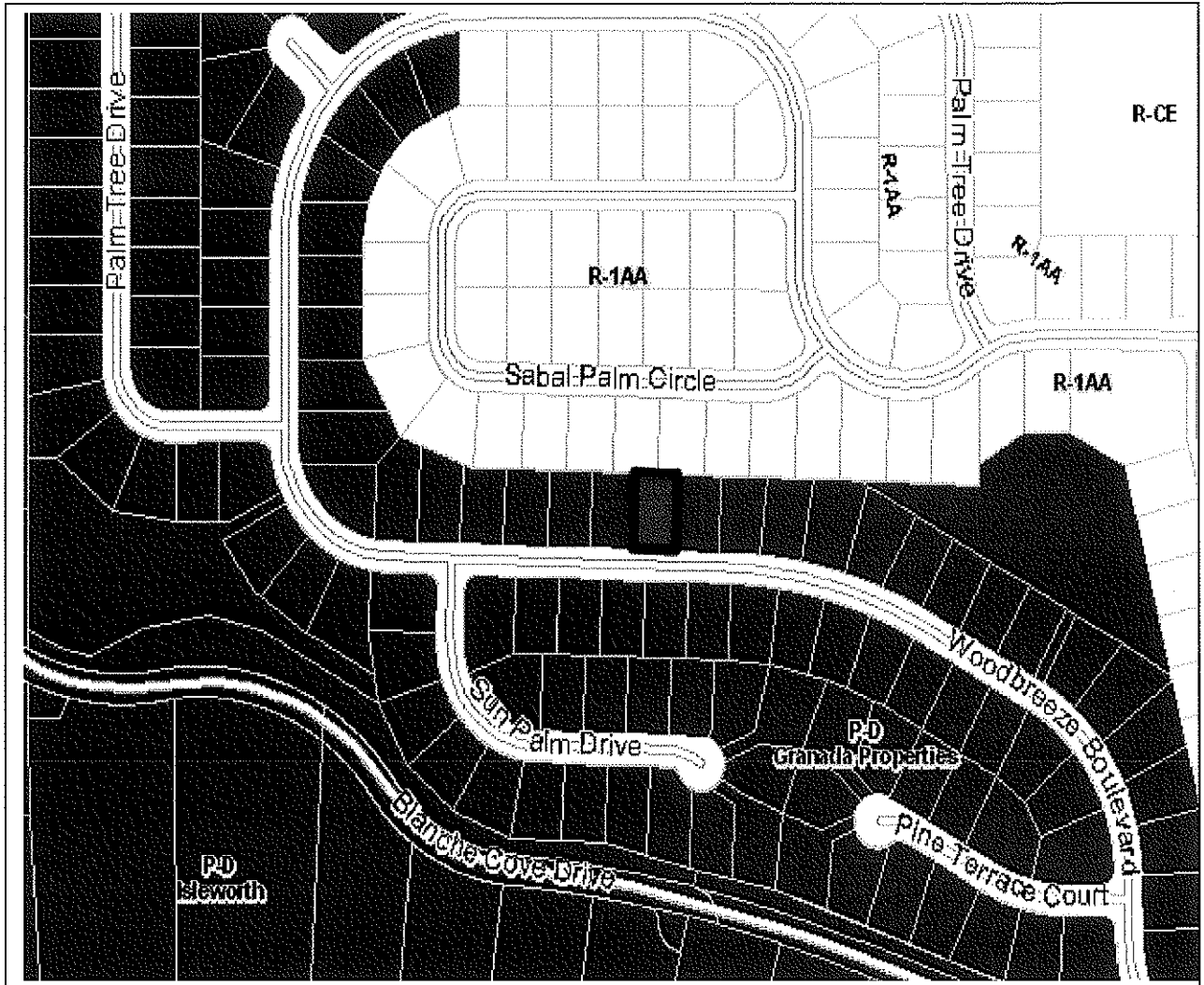
1. Development in accordance with site plan dated August 23, 2016 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. The addition shall have no overhead cabinets and no dishwasher. it may have an under counter refrigerator and a single compartment sink; and,
5. The addition shall have a minimum rear yard setback of 10.97 feet.

SYNOPSIS: The applicant is proposing a bedroom addition for their elderly parent. Staff included the variances for the existing house to prevent any future clouds on the title.

Staff gave a brief presentation and recommended approval. Further, the applicant submitted a letter of approval from the homeowners association.

The BZA approved the request. There was no opposition.



Applicant: Norma I. Rivera

BZA Number: VA-16-09-114

BZA Date: 09/01/2016

District: 1

Sec/Twn/Rge: 16-23-28-NE-A

Tract Size: 80 ft. x 125 ft.

Address: 9432 Woodbreeze Blvd., Windermere FL 34786

Location: North side of Woodbreeze Blvd., 1/4 mile west of S. Apopka-Vineland Rd.

Orange County Zoning Division
201 S. Rosalind Ave
Orlando, FL 32802

July 13, 2016

Norma I. Rivera
9432 Woodbreeze Blvd
Windermere, FL 34786

RE: Application to Board of Zoning Adjustment

Dear Board;

I am requesting through the submission of the attached Application and supporting information for your consideration and approval the following application for Zoning Variance and Special Exception.

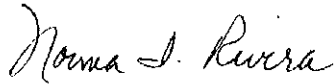
I will be providing additional information prior to the hearing date, such as; letters from my immediate neighbors, HOA tentative approval as well as final signed and sealed engineered drawings.

My request, to add an approximate 525sq.ft. to my primary dwelling stems from an urgent need to provide shelter and care for my elderly and disabled mother and disabled sister. With the recent passing of my father on April 15th, the duties and responsibility to care for both has fallen on my family, and is being placed before you for consideration.

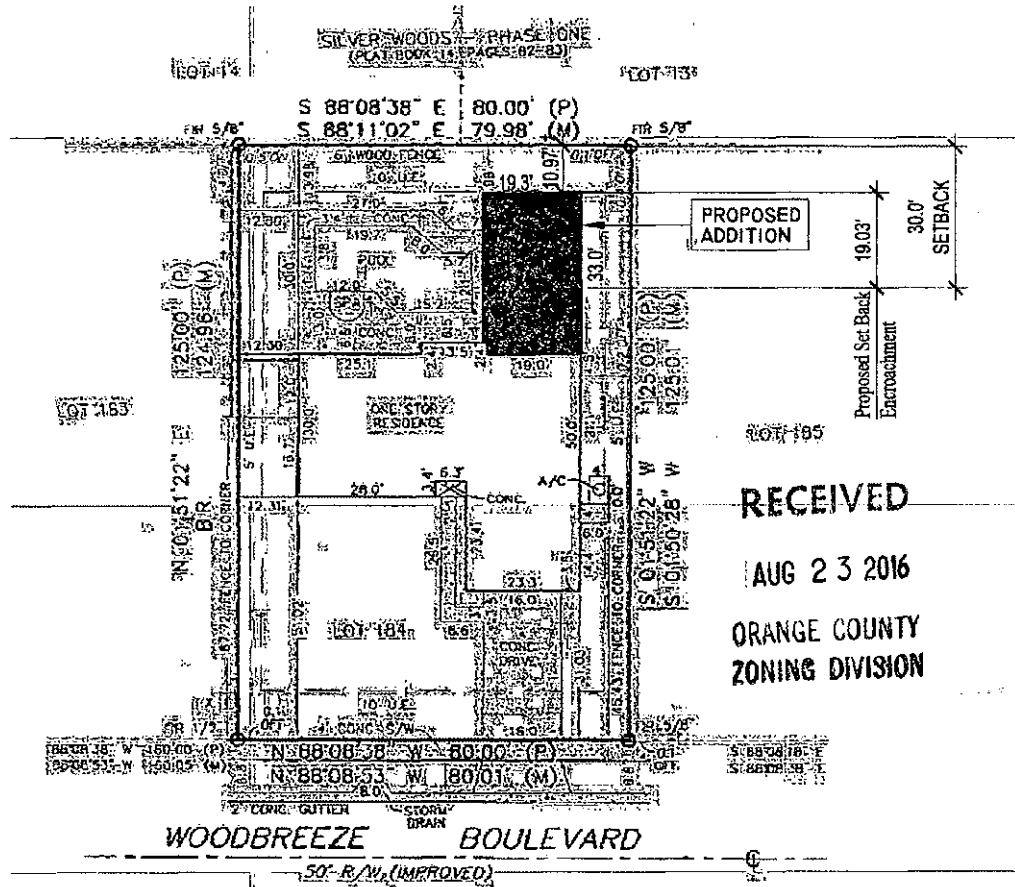
Upon review, should any questions arise please feel free to contact my husband Bob Rivera (project coordinator) via email at bob.rivera@att.net or directly at 321-696-9005.

I remain prayerful my petition be found to be both compliant and acceptable to your Board and patiently wait the hearing date.

Sincerely;



Norma I. Rivera
9432 Woodbreeze, Blvd
Windermere, FL 34786



NOTE:
THIS IS NOT A SURVEY. INFORMATION FROM
SITE PLAN HAS BEEN TAKEN FROM BOUNDARY SURVEY
OWNER/CONTRACTOR TO VERIFY ALL DIMENSIONS & SET BACK
W/ SURVEYOR BEFORE CONSTRUCTION. KAD DESIGNS INC. &
ENGINEERING OF RECORDS IS NOT RESPONSIBLE FOR SITE ENGINEERING PLANS
DIMENSIONS & SETBACKS.

SITE PLAN

SCALE: 1"=30'-0"

1
A-1





STAFF REPORT
CASE #VA-16-09-114
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
September 1, 2016
Commission District: 1

GENERAL INFORMATION:

APPLICANT: Norma I. Rivera

REQUEST: Variances in the P-D zoning district as follows:

- 1) To validate existing single family residence 9.5 ft. from side (east) property line in lieu of 10 ft.;
- 2) To construct addition to existing single family residence 9.5 ft. (even with existing house) from side (east) property line in lieu of 10 ft.; and,
- 3) To construct addition to existing single family residence 11 ft. from rear (north) property line in lieu of 30 ft.

LOCATION: North side of Woodbreeze Blvd., 1/4 mile west of S. Apopka-Vineland Rd.

PROPERTY ADDRESS: 9432 Woodbreeze Blvd.

PARCEL ID: 16-23-28-8074-01-840

TRACT SIZE: 80 ft. x 125 ft.

DISTRICT #: 1

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. The applicant is proposing an addition onto the back of the existing home for her mother. It will be located eleven (11) feet (10.97 feet per revised plan) from the rear property line. There will be no kitchen.

2. The existing home was built slightly into the side setback. Staff added the existing house into the request to protect the owner from any delays, should she want to sell the house and need a bank's approval from the Zoning Division.

3. The applicant's husband advised staff he is actively trying to obtain the homeowner's association's approval. A member of the HOA contacted the Zoning Office and advised the HOA has still not approved the request. Staff recommends no action take place until the HOA reviews and approves this addition.

4. Staff conducted a review of the area's variance history and identified three (3) lots that received variances for additions. Those approvals range from nineteen (19) feet to twenty-seven (27) feet from the rear property line.

STAFF RECOMMENDATION:

Provided that the HOA has no objections to this request, the following conditions should be imposed:

1. Development in accordance with site plan dated August 23, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. The addition shall have no overhead cabinets and no dishwasher. It may have an under counter refrigerator and a single compartment sink; and,
5. The addition shall have a minimum rear yard setback of 10.97 feet.

cc: Norma Rivera
9432 Woodbreeze Blvd.
Windermere, Florida 34786

**WATERFORD LAKES DOLLAR TREE
VA-16-09-115**

REQUEST: **Variance** in the P-D zoning district to construct commercial building (Dollar Tree and retail shops) 0 ft. from the side (east) property line in lieu of 10 ft.
(Note: This is part of the Woodland Lakes P-D which requires a 10 ft. side setback for commercial development. The applicant proposes a new Dollar Tree store connecting to the existing Goodwill store building).

ADDRESS: Huckleberry Finn Drive, Orlando FL 32825

LOCATION: East side of Huckleberry Finn Dr., approximately 450 ft. south of Lake Underhill Rd., in the Waterford Lakes Shopping Center

S-T-R: 27-22-31

TRACT SIZE: .91 ac.

DISTRICT#: 4

LEGAL: WATERFORD LAKE PLAZA 49/11 A PORTION OF LOT 6 (LESS THAT PT OF LOT 6 DESC AS BEG NE COR LOT 3 BEG AT THE NELY COR OF LOT 3 OF WATERFORD LAKE PLAZA TH N89-32-19E 18.66 FT S00-27-41E 394 FT S89-32-19W 34.26 FT S00-27-41E 70 FT S89-32-19W 120 FT S00-27-4

PARCEL ID: 27-22-31-8987-00-061

NO. OF NOTICES: 75

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 4-0, 1 abstained, and 2 absent):

1. Development in accordance with site plan dated July 12, 2016 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to

Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

SYNOPSIS: The applicant proposes a new Dollar Tree Store adjacent to the existing Goodwill building. Since they share a common lot line, a variance from the side setback is necessary in order to attach the buildings.

Staff gave a brief presentation and recommended approval. Staff advised the BZA this project must receive Development Review Committee approval.

There was no opposition to this request and the BZA approved the request with conditions.



Applicant: Waterford Lakes Dollar Tree

BZA Number: VA-16-09-115

BZA Date: 09/01/2016

District: 4

Sec/Twn/Rge: 27-22-31-SW-C

Tract Size: .91 acre

Address: Huckleberry Finn Drive, Orlando FL 32825

Location: East side of Huckleberry Finn Dr., approximately 450 ft. south of Lake Underhill Rd., in the Waterford Lakes Shopping Center

RECEIVED

JUL 12 2016

Zoning Division

MT LAND HOLDINGS, INC.

420 South Orange Avenue, Suite 1200 (32801)
Post Office Box 231
Orlando, Florida 32802
(407) 419-8545
(407) 254-4233 (telecopy)

July 12, 2016

HAND DELIVERY

Ms. Lisette M. Egipciaco
ORANGE COUNTY
DEVELOPMENT SERVICES
Planning Division
201 S. Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Re: Waterford Lake Plaza Dollar Tree and Retail Shops
Lake Underhill Road, Lot 6C, Tax Parcel 27-22-31-8987-00-061
Variance Request for Zero Side Yard Building Setback

Dear Ms. Egipciaco:

Submitted for review is a BZA Application with respect to a zoning variance waiver to allow for a zero-foot interior building setback along the east side yard of Lot 6C in lieu of the ten-foot zoning required setback, according to the Orange County Land Development Code Chapter 30, Section 38-1207.

The proposed development of Lot 6C consists of a 10,000 square foot Dollar Tree and approximate 7,700 square feet of multi-tenant retail shops located on Lot 6C, Waterford Lake Plaza per Plat Book 49, Page 11, directly adjacent and contiguous to Goodwill.

As part of its development approval, Goodwill received a variance (Case #CDR-12-09-189) for a zero-foot interior side yard setback along the west side yard of its property, Lot 6B, common lot line with the proposed Dollar Tree.

The requested zero-foot setback along the east side of Lot 6C for the proposed development allows for the continuation of the buildings being attached as originally indicated in the development plan approval for the overall Lot 6 in 2001.

{38676361;1}

Ms. Lisette M. Egipciaco
July 12, 2016
Page 2

It is requested to review the application for sufficiency. If acceptable, please schedule the requested variance for this cycle and the September 1 BZA hearing.

Please contact me or my Engineer, Roger Strcula at 386-672-9515 or email at rwstrecula@uphaminc.com.

Very truly yours,

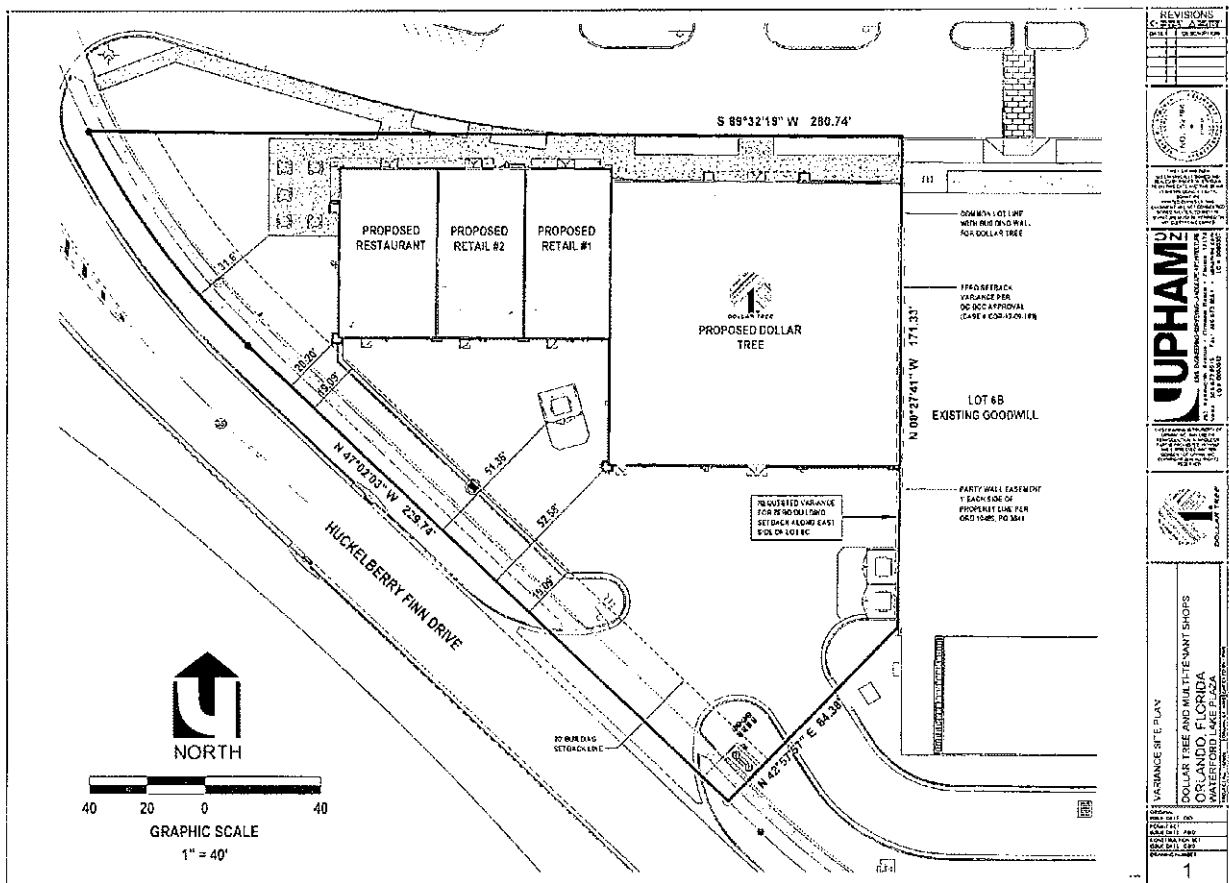
MT LAND HOLDINGS, INC.



Patrick T. Christiansen,
President

PTC/kg

{38676361;1}



RECEIVED
 JUL 12 2016
 Zoning Division



STAFF REPORT
CASE #VA-16-09-115
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
09/01/2016
Commission District: 4

GENERAL INFORMATION:

APPLICANT: Waterford Lakes Dollar Tree

REQUEST: Variance in the P-D zoning district to construct commercial building (Dollar Tree and retail shops) 0 ft. from the side (east) property line in lieu of 10 ft.

(Note: This is part of the Woodland Lakes P-D which requires a 10 ft. side setback for commercial development. The applicant proposes a new Dollar Tree store connecting to the existing Goodwill store building).

LOCATION: East side of Huckleberry Finn Dr., approximately 450 ft. south of Lake Underhill Rd., in the Waterford Lakes Shopping Center

PROPERTY ADDRESS: Huckleberry Finn Dr.

PARCEL ID: 27-22-31-8987-00-061

TRACT SIZE: .91 ac.

DISTRICT #: 4

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes to construct a new commercial building (Dollar Tree store) adjacent to the existing Goodwill store building. Due to the fact there is a lot line between the proposed Dollar Tree store and the existing Goodwill store, the code requires a side setback of ten (10) feet. In order to connect the two (2) buildings, a variance from the ten (10) foot side setback requirement is necessary.

2. The subject site is surrounded by commercial uses/structures.
3. Connecting commercial buildings is common. It is permitted provided all building codes are met.
4. Staff does not object to this request because it will not compromise any safety standards and it will not adversely impact any surrounding properties.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 12, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

cc: Roger W. Strcula, (Applicant's representative)
c/o Waterford Lakes Dollar Tree
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, Florida 32174

KIDDIE ACADEMY
SE-16-09-116

REQUEST: **Special Exception** in the R-3 and C-1 zoning districts for a child day care center for up to 165 children.
(Note: While day care centers are permitted by right in both the R-3 and C-1 zoning districts, the underlying Future Land Use designation for the R-3 zoned portion of the property is LDR which is inconsistent with the zoning. Comprehensive Plan Policy FLU 8.2.4.1 provides that if a property with inconsistent zoning with the FLU would require a Special Exception if the land were rezoned to make the zoning consistent with the FLU, no rezoning is required, and a Special Exception can be processed).

ADDRESS: 4426 Conway Road, Orlando FL 32812

LOCATION: East side of Conway Rd., approximately 625 ft. south of Lake Margaret Dr.

S-T-R: 08-23-30

TRACT SIZE: 136 ft. x 403 ft.

DISTRICT#: 3

LEGAL: 10985/6150 ERROR IN DESC-- H T ARNOLDS PLAN OF CONWAY A/126 THE N1/2 OF BLK F (LESS S 175 FT & LESS THE E 210 FT) & BEG 663.57 FT S & 250 FT E OF NW COR OF SE1/4 OF NE1/4 RUN E 204.55 FT N 15 FT W 204.55 FT S 15 FT TO POB & (LESS PT TAKEN ON W FOR R/W PER

PARCEL ID: 08-23-30-0304-01-003

NO. OF NOTICES: 77

DECISION: A motion was made by Deborah Moskowitz, seconded by Chuck Norman and unanimously carried to **APPROVE** the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

1. Development in accordance with site plan dated July 13, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit

by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

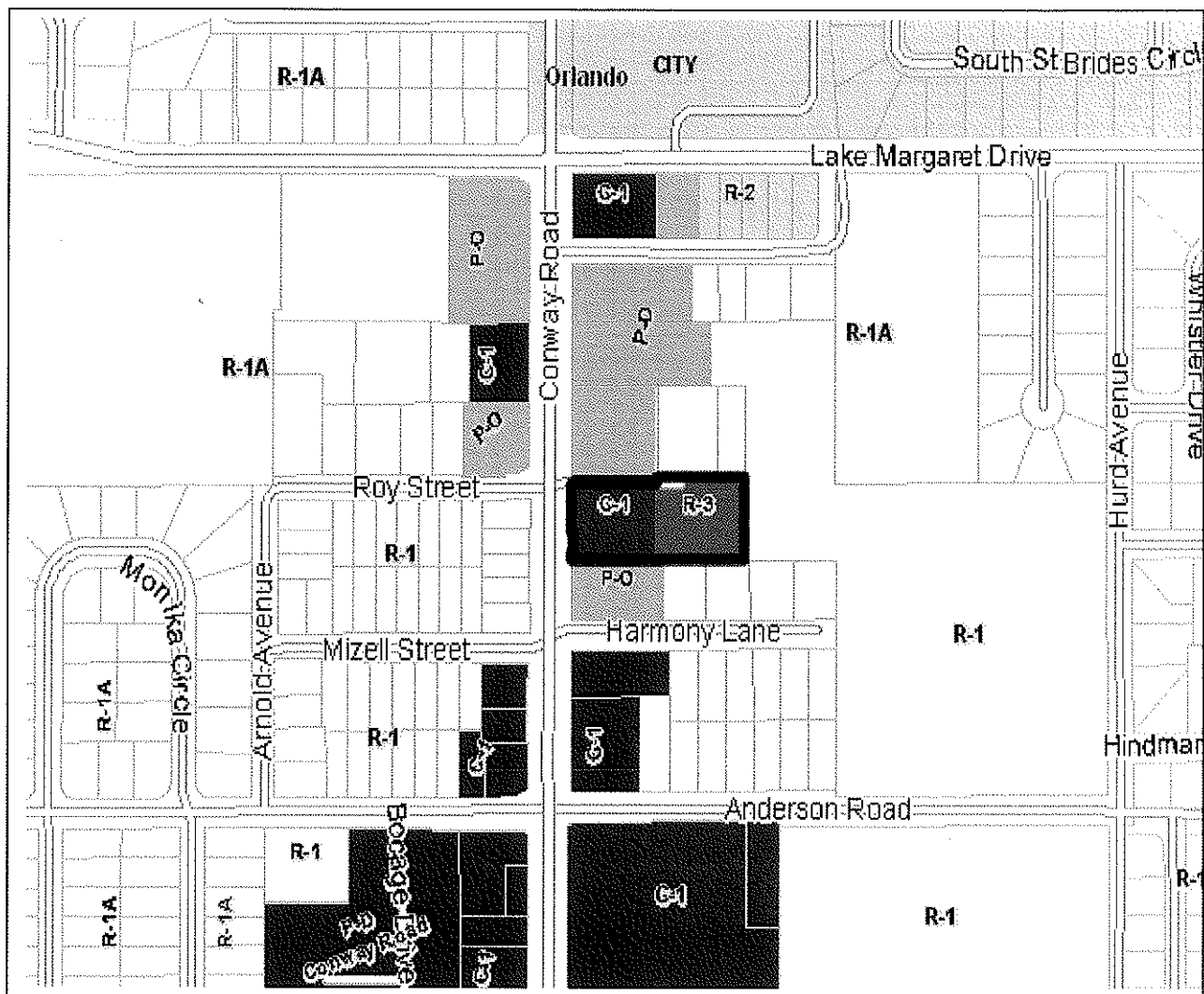
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. Construction plans shall be submitted within three (3) years or this approval becomes null and void;
5. Per Sec. 38-1061. (d),, the following shall be added to all development plans in capital letters, two (2) inches in height: "THIS APPLICATION [OR THESE PLANS] RELATE TO THE CONWAY ROAD/HOFFNER AVENUE CORRIDOR OVERLAY DISTRICT, WHICH WAS ESTABLISHED UNDER AND IS SUBJECT TO ORDINANCE NO. 2003-20, ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON DECEMBER 9, 2003," AS AMENDED BY ORDINANCE NO. 2015-19, ADOPTED BY THE BOARD ON OCTOBER 20, 2015;
6. A six (6) foot high vinyl fence shall be constructed and maintained along the side and rear property lines of the portion of the site zoned R-3. Shrubbery forming a solid barrier and attaining a minimum height of thirty-six (36) inches, and hardwood canopy trees spaced at forty (40) feet on center will be planted along the inside perimeter of the fence. Existing shrubbery and trees appropriately located may be used to satisfy this condition. Any dead or dying plant material will be removed;
7. The subject property is located in the area governed by the airport noise ordinance. Special attenuation measures may be required to comply with this ordinance;
8. The hours of operation shall be limited to 6:30 a.m. until 7:30 p.m., Monday through Friday;
9. Outdoor play periods shall not commence prior to 8:00 a.m., and shall not occur later than 6:00 p.m.;
10. Any expansions of the use shall require BZA approval;
11. No caricatures or designs shall be painted on or affixed to the building exterior;

12. No use of outdoor speakers or other audio amplification;
13. Any exterior lighting will be directionally down-lit and shielded from spilling onto neighboring properties; and,
14. Failure to comply with the above conditions shall result in Code Enforcement action, not BZA action.

SYNOPSIS: Staff advised the BZA of the reasons why this request required a Special Exception. Staff explained the history of the property, noting that the site had received a Special Exception for parking and stormwater ponds in 2003, however, that approval had lapsed. Staff noted that the majority of the conditions had to do with operation of the day care to mitigate the impacts.

The applicant noted that they were in agreement with all of the conditions, however, they wished to modify condition #9, to change the later play hours from 3:00 p.m. to 5:00 p.m. Staff noted that due to the fact that most children are outside playing until dinner, which is traditionally 6:00 p.m., they recommended 6:00 p.m.

The BZA found that the request was a reasonable use of the property. Changes were made to Conditions #6, #9 and #13.



Applicant: Kiddie Academy

BZA Number: SE-16-09-116

BZA Date: 09/01/2016

District: 3

Sec/Twn/Rge: 08-23-30-NE-A

Tract Size: 136 ft. x 403 ft.

Address: 4426 Conway Road, Orlando FL 32812

Location: East side of Conway Rd., approximately 625 ft. south of Lake Margaret Dr.

VIA HAND DELIVERY

Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, FL 32801

Re: Application to Board of Zoning Adjustment for Special Exception for property located at
4426 Conway Road, Orlando, FL 32812, Parcel ID # 08-23-30-0304-01-003

Dear Sir or Madam:

As part of its request for a special exception for the above-referenced property, the owner, A15 Investments, LLC, hereby submits this cover letter.


A15 Investments, LLC, acquired the property, which is presently vacant with no structures on it, in September, 2015, with the intent of developing a Kiddie Academy daycare franchise. The property is zoned C-1 and R-3. While an incorrect Orange County Property Appraiser map indicates that a portion of the property on the north is within the R-1 zone, title examination and survey have confirmed that the northern boundary of Block F, H.T. Arnold's Plan of Conway, as recorded in Plat Book A, Page 126 of the Official Records of Orange County is also the northern boundary of the A15 property. A copy of the plat is provided with the application.

The area immediately north of the northern line of Block F, which is shown in gold on the enclosed OCPA tax map, is actually public right-of-way that was platted in 1886. This right-of-way, now known as Roy Street, serves two residential properties to the north, one of which has a house on it that was constructed in 1935 and the other a house constructed in 1973. These two properties, along with the right-of-way, appear to be zoned R-1, thus leading to the confusion about the A15 property's zoning. Nonetheless, the front (western) portion of the A15 property is zoned C-1 and the rear (eastern) portion is zoned R-3. While daycare is a permitted use in C-1 and R-3 zoning, the rear portion of the A15 property has a low density residential land use designation. Therefore, in accordance with Policy FLU 8.2.4.1, a special exception is required.

The proposed day care will be housed in a single 10,000 square foot building as depicted on the site plan being filed with the application. The building is one story with a maximum height of 12 feet. Ingress and egress will be provided solely from a right-in / right-out driveway on Conway Road. The building will be located towards the center of the property with the paved parking lot in front and with a fenced outside play area and a stormwater pond to the rear. Setbacks and buffering will be in accordance with Orange County Code requirements.

The daycare is proposed to serve a maximum of 165 children between the ages of 0 and 6. There will be a maximum of 18 employees on site at any given time. The proposed operating hours are from 6:30 a.m. to 6:30 p.m. from Monday through Friday; The Child Care will be closed on Saturdays and on Sundays.

Sincerely,


Marcelo Miranda
Authorized Agent

RECEIVED

JUL 13 2016

Zoning Division

Civil Corp
Engineering, Inc.



STAFF REPORT
CASE #SE-16-09-116
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
September 1, 2016
Commission District: 3

GENERAL INFORMATION:

APPLICANT: Kiddie Academy

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in the R-3 and C-1 zoning districts for a child day care center for up to 165 children.

(Note: While day care centers are permitted by right in both the R-3 and C-1 zoning districts, the underlying Future Land Use designation for the R-3 zoned portion of the property is LDR which is inconsistent with the zoning. Comprehensive Plan Policy FLU 8.2.4.1 provides that if a property with inconsistent zoning with the FLU would require a Special Exception if the land were rezoned to make the zoning consistent with the FLU, no rezoning is required, and a Special Exception can be processed).

LOCATION: East side of Conway Rd., approximately 625 ft. south of Lake Margaret Dr.

PROPERTY ADDRESS: 4426 Conway Rd.

PARCEL ID: 08-23-30-0304-01-003

TRACT SIZE: 136 ft. x 403 ft.

DISTRICT #: 3

ZONING: C-1, R-3, R-1, R-1A

EXISTING USE(S): Vacant

PROPOSED USE(S): Day care center for up to 165 children

SURROUNDING USES: N – Commercial & Single Family Residential
S – Commercial & Single Family Residential
E – Religious Institution
W - Conway Rd.

STAFF FINDINGS AND ANALYSIS:

1. While day care centers are permitted by right in both the R-3 and C-1 zoning districts, the underlying Future Land Use designation for the R-3 zoned portion of the property is LDR which is inconsistent with the zoning. Comprehensive Plan Policy FLU 8.2.4.1, provides that if a property with inconsistent zoning with the FLU would require a Special Exception if the land were rezoned to make the zoning consistent with the FLU, no rezoning is required, and a Special Exception can be processed.
2. A similar Special Exception was granted in 2003, to allow paved parking and stormwater management facilities on the R-3 zoned portion of the property for a retail facility planned for the C-1 zoned portion. However, the project never came to fruition and the Special Exception expired.
3. Additional buffering will assist the use to blend in with the adjacent single family residences. A six (6) foot tall PVC fencing will provide a privacy buffer, and use of hardwood canopy trees will add visual buffering. Placement of shrubbery on the inside of the fence will assist with some noise attenuation.
4. Times for use of the outdoor play area should be limited to prevent excessive noise to early in the day or to late in the afternoon.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 13, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. Construction plans shall be submitted within three (3) years or this approval becomes null and void;

5. Per Sec. 38-1061. (d),, the following shall be added to all development plans in capital letters, two (2) inches in height: "THIS APPLICATION [OR THESE PLANS] RELATE TO THE CONWAY ROAD/HOFFNER AVENUE CORRIDOR OVERLAY DISTRICT, WHICH WAS ESTABLISHED UNDER AND IS SUBJECT TO ORDINANCE NO. 2003-20, ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON DECEMBER 9, 2003," AS AMENDED BY ORDINANCE NO. 2015-19, ADOPTED BY THE BOARD ON OCTOBER 20, 2015;
6. A six (6) foot high vinyl fence shall be constructed along the side and rear property lines of the portion of the site zoned R-3. Shrubbery forming a solid barrier and attaining a minimum height of thirty-six (36) inches, and hardwood canopy trees spaced at forty (40) feet on center will be planted along the inside perimeter of the fence. Existing shrubbery and trees appropriately located may be used to satisfy this condition. Any dead or dying plant material will be removed;
7. The subject property is located in the area governed by the airport noise ordinance. Special attenuation measures may be required to comply with this ordinance;
8. The hours of operation shall be limited to 6:30 a.m. until 7:30 p.m.;
9. Outdoor play periods shall not commence prior to 8:00 a.m., and shall not occur later than 3:00 p.m.;
10. Any expansions of the use shall require BZA approval;
11. No caricatures or designs shall be painted on or affixed to the building exterior;
12. No use of outdoor speakers or other audio amplification;
13. Any building mounted wall lighting will be directionally down-lit and shielded from spilling onto neighboring properties; and,
14. Failure to comply with the above conditions shall result in Code Enforcement action, not BZA action.

cc: Marcelo F. Miranda (Applicant's representative)
c/o Kiddie Academy
7901 Kingspointe Parkway, Suite 17
Orlando, Florida 32819

KEVIN COSTIN
VA-16-09-117

REQUEST: **Variance** in the P-D zoning district to construct an addition to existing single family residence 27 ft. from the rear (west) property line in lieu of 35 ft.

ADDRESS: 10132 Culpepper Court, Orlando FL 32836

LOCATION: West side of Culpepper Ct., approximately 350 ft. south of Pointview Circle, in the Sand Lake Point PD

S-T-R: 03-24-28

TRACT SIZE: 90 ft. x 141 ft.

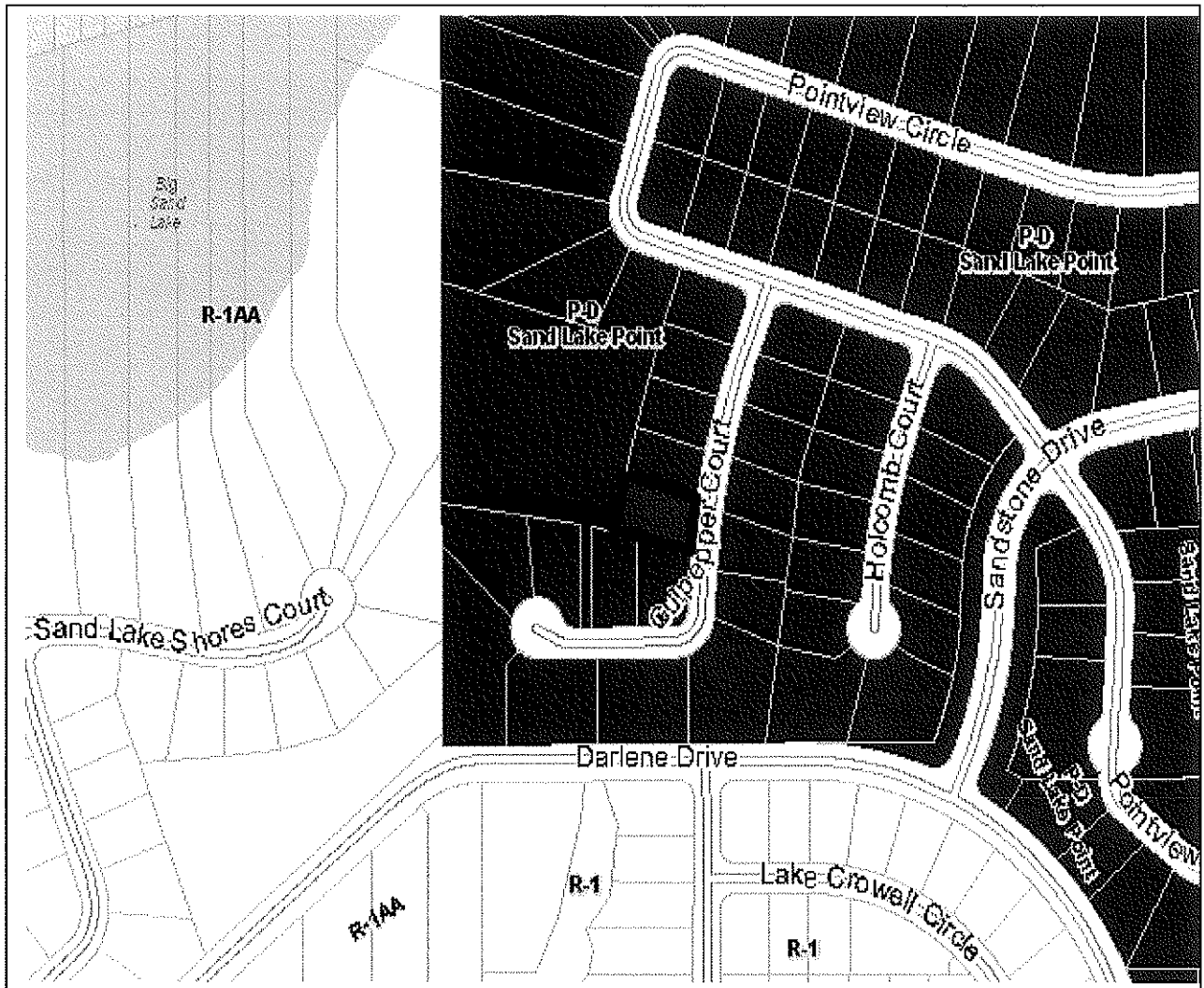
DISTRICT#: 1

LEGAL: SAND LAKE POINT UNIT 1 20/69 LOT 28

PARCEL ID: 03-24-28-7841-00-280

NO. OF NOTICES: 60

The BZA voted unanimously to **CONTINUE** this case to the October 6, 2016, BZA Meeting, to allow for final approval of HOA.



Applicant: Kevin Costin

BZA Number: VA-16-09-117

BZA Date: 09/01/2016

District: 1

Sec/Twn/Rge: 03-24-28-SE-D

Tract Size: 90 ft. x 141 ft.

Address: 10132 Culpepper Court, Orlando FL 32836

Location: West side of Culpepper Ct., approximately 350 ft. south of Pointview Circle, in the Sand Lake Point PD

July 13, 2016

Orange County Zoning Division
201 S. Rosalind Ave.
PO Box 2687
Orlando, FL 32802

RE: Variance Application for Sand Lake Point Unit 1 20/69 Lot 28

Dear Board of Zoning Adjustment:

I am writing this detailed letter requesting a zoning adjustment and variance for an addition to my existing single family residence. The existing single family structure I currently reside in today; my family has now outgrown and we need more space.

In detail, the request I am asking is for an addition to the exiting house structure. This addition would be on the back side or the west side of the structure. The type of construction would be similar to the existing home, which is concrete foundation with cinder block exterior walls. The roof of the addition will complement the existing roof on the existing house structure which will be shingle GAF Timberline HD architectural style.

The proposed square footage of the addition would be four hundred and eighty square feet (480sqft., 16' 1/16" x 29' 6 5/8"). The existing structure now is 45' from the back property line and 10' from the side property line. With the proposed variance of 7' along with the 10' variance already allowed, when finished, the structure will be 28 feet away from the back property line and 10' from the side property line. The proposed height of the addition will reflect the same height as the existing house structure and will not exceed the 35' height limit.

I have included in this application a recent survey along with the proposed floor plan information.

Thank you for taking your time in reviewing my application for the zoning variance. I look forward to the next step to getting the variance approved.

Sincerely,



Kevin Costin

RECEIVED

JUL 13 2016

Zoning Division

BOUNDARY SURVEY

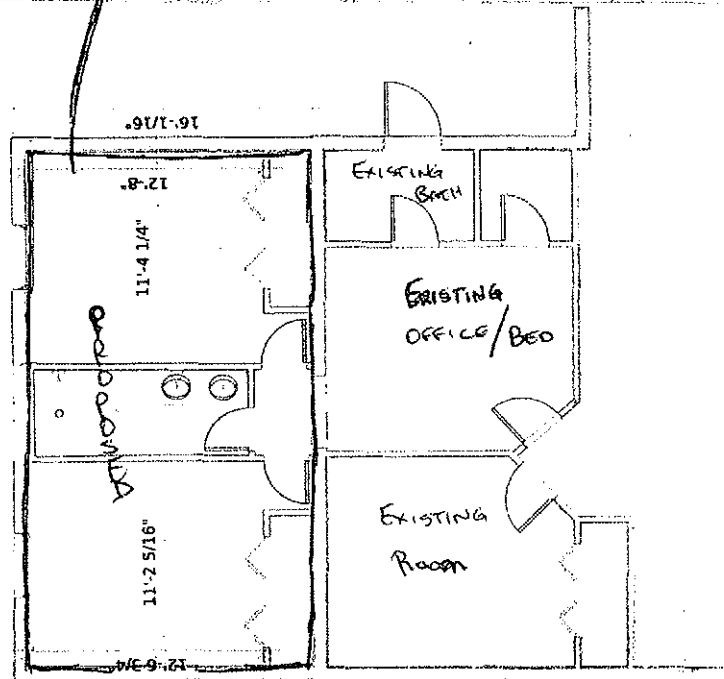
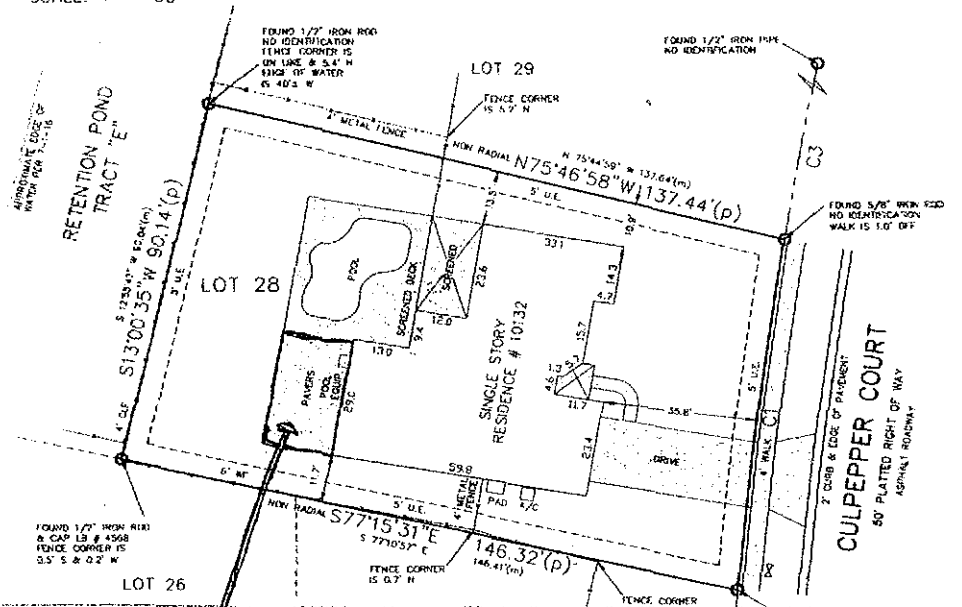
DESCRIPTION (As Furnished)

LOT 28, SAND LAKE POINT UNIT 1, according to the plot thereof as recorded in Plot Book 20, Page 69 of the Public Records of Orange County, Florida,

C1
Delta = 03-57-19
Radius = 1280.66'
Arc length = 87.03'
Chord Bearing & Distance =
S07D7'44"W 87.03'(p)
S07D7'18"W 87.03'(m)

C2
Delta = 01-22-59
Radius = 1260.66'
Arc length = 30.43'
Chord Bearing & Distance =
S04'27'35"W 30.43'(p)
S04'29'27"W 30.33'(m)

SCALE: 1" = 30'



RECEIVED
JUL 13 2016
Zoning Division



STAFF REPORT
CASE #VA-16-09-117
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
September 1, 2016
Commission District: 1

GENERAL INFORMATION:

APPLICANT: Kevin Costin

REQUEST: Variance in the P-D zoning district to construct an addition to existing single family residence 27 ft. from the rear (west) property line in lieu of 35 ft.

LOCATION: West side of Culpepper Ct., approximately 350 ft. south of Pointview Circle, in the Sand Lake Point PD

PROPERTY ADDRESS: 10132 Culpepper Ct.

PARCEL ID: 03-24-28-7841-00-280

TRACT SIZE: 90 ft. x 141 ft.

DISTRICT #: 1

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. The applicant wishes to add living area to the existing home to accommodate their expanding family. The addition is for two (2) additional bedrooms.
2. The property backs up to a wet retention pond. The applicant intends to construct the addition where there is an existing patio.
3. If the applicant was intending to construct a screen room with a solid roof, they would be allowed to encroach up to fifty percent (50%) into the rear setback.
4. The request represents a variance of twenty percent (20%) from the required setback, which is within the range of prior BZA approvals.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 13, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The exterior of the addition shall match the exterior of the existing residence with respect to color and materials.

cc: Kevin Costin
10132 Culpepper Court
Orlando, Florida 32836

**REDEEMER EVANGELICAL LUTHERAN CHURCH
SE-16-10-119**

REQUEST: **Special Exception** in the R-1A zoning district to place 2 modular units on the property to be used for classroom use.
(Note: The modular units will be 864 sq. ft. each. They will be placed behind the fellowship hall building approximately 160 ft. away from the north property line).

ADDRESS: 3377 Aloma Avenue, Winter Park FL 32792

LOCATION: North side of Aloma Ave., 1000 ft. east of N. Semoran Blvd.

S-T-R: 03-22-30

TRACT SIZE: 5.18 acres

DISTRICT#: 5

LEGAL: E 340 FT OF SE1/4 OF NW1/4 N OF RD IN SEC 03-22-30 (LESS N 320 FT)

PARCEL ID: 03-22-30-0000-00-043

NO. OF NOTICES: 121

DECISION: APPROVED the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

1. Development in accordance with site plan dated Received July 13, 2016 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the

Board's review or the plans revised to comply with the standard;

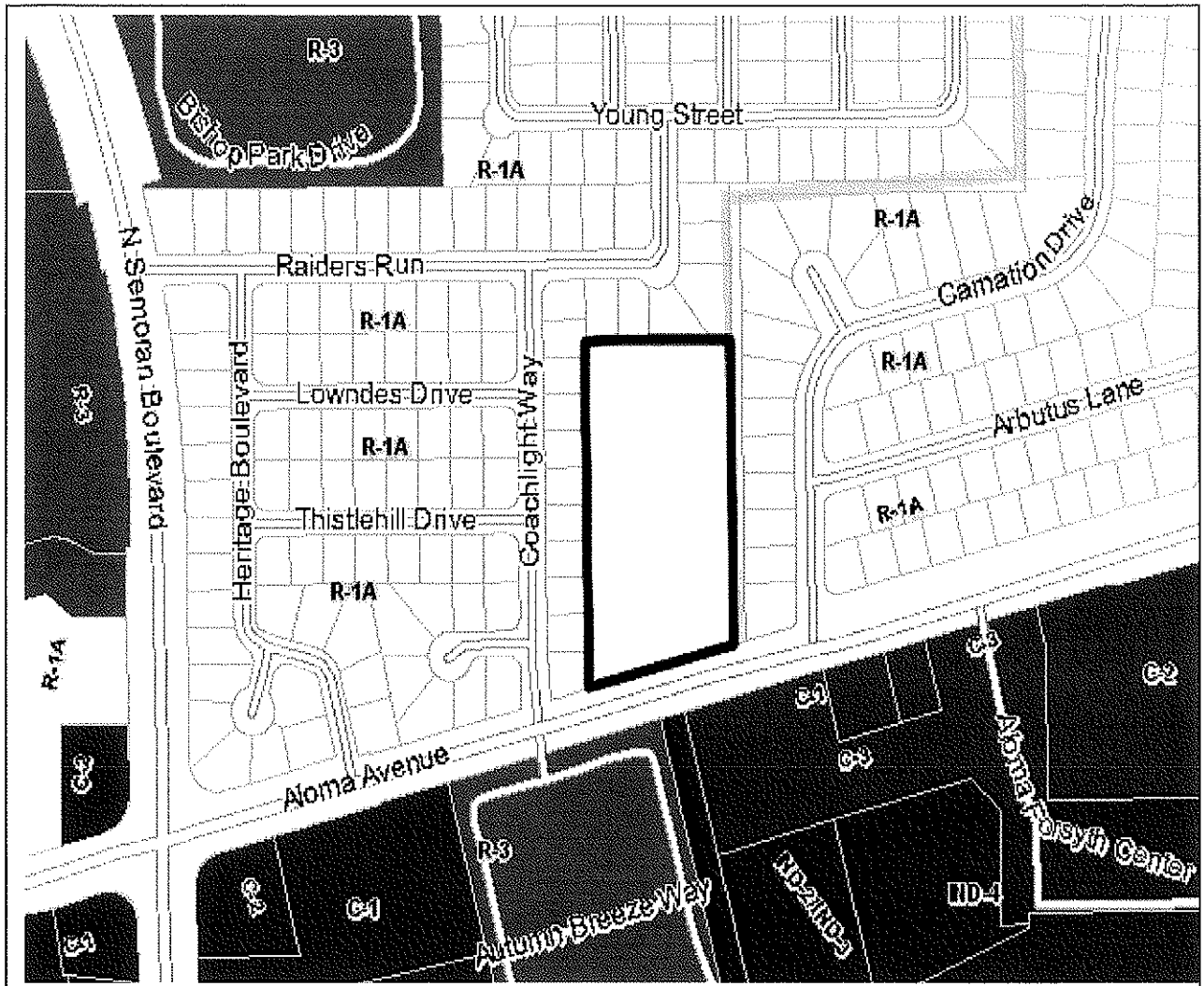
4. The school shall be limited to 135 students;
5. The modular units shall be removed within five (5) years of the issuance of a Certificate of Occupancy for the modular units. The applicant may request an extension subject to BZA approval;
6. Construction plans shall be submitted within one (1) year or this approval becomes null and void;
7. The modular buildings shall be fenced in;
8. Skirting shall be placed on the modular units to match the color and appearance if the modular units;
9. Down lighting shall be installed. All lighting shall be directed downwards and away from single family residences; and,
10. No permanently installed outdoor amplification of sound.

SYNOPSIS: The applicant proposes to place two (2) modular units on the campus. The units will be used for school purposes.

Staff advised the BZA the school and church has existed on this parcel for approximately forty (40) years. The modular units will have a 160 foot setback from the north property line. Staff supports the request.

The BZA discussed additional conditions of approval regarding on-site safety, fencing, lighting, and skirting for the modular units.

The applicant agreed to the additional conditions of approval. There was no opposition.



Applicant: Redeemer Evangelical Lutheran Church

BZA Number: SE-16-10-119

BZA Date: 09/01/2016

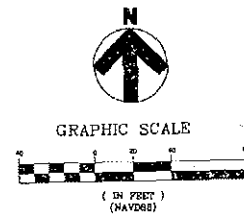
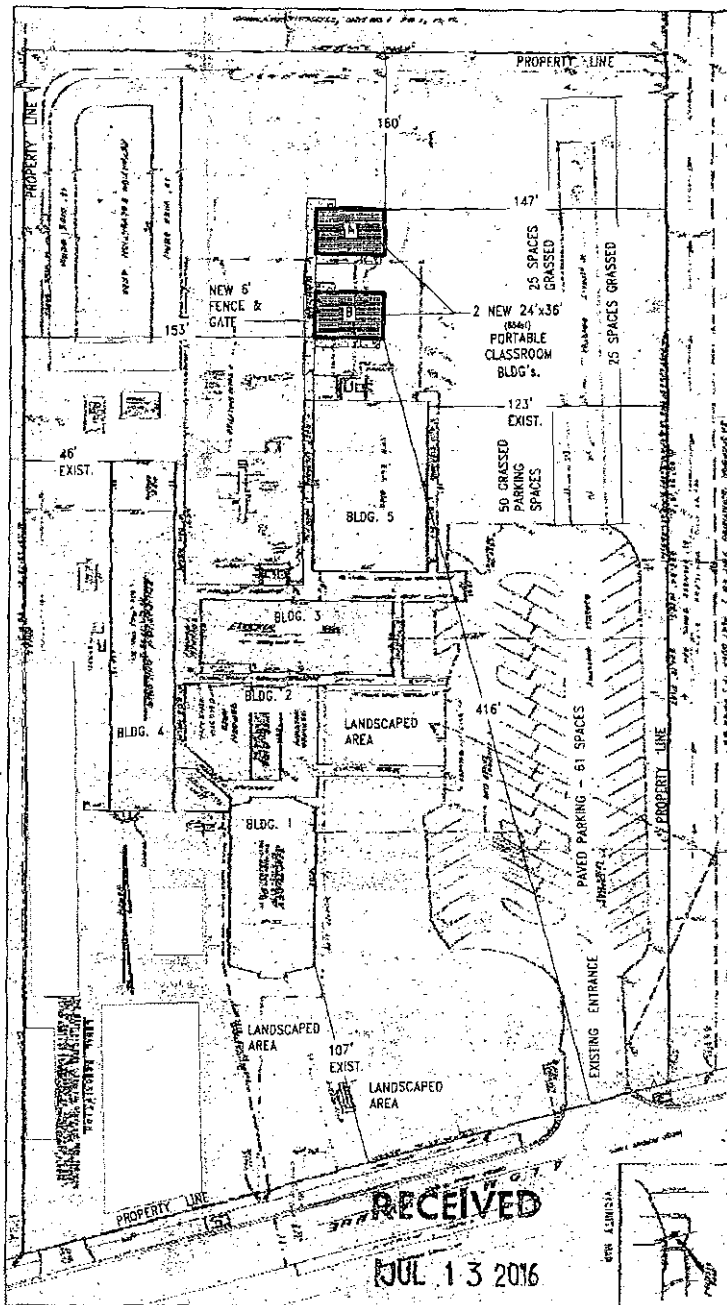
District: 5

Sec/Twn/Rge: 03-22-30-NW-B

Tract Size: 5.18 acres

Address: 3377 Aloma Avenue, Winter Park FL 32792

Location: North side of Aloma Ave., 1000 ft. east of N. Semoran Blvd.



REDEWEVER LUTHERAN CHURCH 3377 ALOMA AVENUE, WINTER PARK FL. 32792

- 1) Cover letter attached.
- 2) Existing Zoning R-1A
Front(South): C-1 (across Aloma)
Side(East): R-1A
Side(West): R-1A
Rear(North): R-1A
- 3) Legal Description shown on plan.
- 4)
 - A) Boundary and adjacent streets shown on plan.
 - B) Existing Building square footages:
BLDG. 1 Sanctuary 3550 sf
BLDG. 2 Office 780 sf
BLDG. 3 Education 3800 sf
BLDG. 4 Education 6170 sf
BLDG. 5 Education 5400 sf
TOTAL 19700 sf
 - C) New Building square footages A & B:
BLDG. A 864 sf
BLDG. B 864 sf
 - D) BLDG. setbacks shown on plan.
Existing setbacks:
Front(S): 35'
Side(E & W): 30'(adj. to residential)
Rear(N): 50'
 - E) Existing paved parking shown on plan.
 - F) Existing grassed parking shown on plan.
 - G) Existing Hours of Operation:
M-F 8:30am - 6pm SCHOOL ONLY
M-F 9:00am - 5pm CHURCH OFFICES
W-S 8:00am - 11PM
 - H) Existing entrance shown on plan.
 - I) Existing landscape and fencing shown on plan.
 - J) Outdoor activities and special events:
Sat 8:00am - NOON PEE WEE SOCCER SEASONAL
FALL FESTIVAL - ONE EVENING A YEAR ON A FRIDAY NIGHT
 - K) Floor plan attached.
 - L) Exist. Bldg. ht. 40'; New Bldg. ht. 15'
 - M) 299 seats in Sanctuary
1 parking space / 3 seats = 100
1 parking space / 1 staff = 05
parking spaces required = 105
parking spaces provided = 111
61 ex. paved + 50 ex. grassed = 111
 - N) Elevation plan attached.

ORANGE COUNTY
ZONING DIVISION

Jay A. Klima P.E. No.49945



Certificate of Authorization No: 9230

385 DOUGLAS AVENUE, STE 2100
ATLANTA, GA 30316
TELEPHONE 404.478.8750
FACSIMILE 404.478.8749
www.klimaweeks.com



July 13, 2016

PROJECT NARRATIVE TO SUPPORT THE
SPECIAL EXCEPTION APPLICATION FOR
REDEEMER LUTHERAN CHURCH MODULAR
CLASSROOM ADDITIONS

The proposed project is located on the existing church and school campus of Redeemer Lutheran Church which is located at 3377 Aloma Avenue just east of the intersection of Aloma Avenue and Coachlight Way. The church has been located and functioning on this property since 1960. It is our understanding from church staff that the church has functioned an infant thru pre-kindergarten program (school) at the church for approximately the last 40 years. This school function currently serves 103 students. The existing structures on the site include the sanctuary building, a structure that includes educational spaces and office spaces, and a third primary building which is the fellowship hall. In addition, there are several ancillary structures for storage.

The hours of operation for the school are Monday – Friday from 6:30 am to 6:00 pm which allows the parents to drop off students before work and to pick them up after work. In addition to the school, the church offices are open Monday – Friday from 9:00 am to 5:00 pm. There are various events that occur at the church on Monday – Sunday between the hours of 8:00 am and 11:00 pm. During various times of the year a pee-wee soccer league is also operated on the property on Saturdays from 8:00 am to 12:00 pm. Lastly, the church has one primary event at the church property known as a Fall Festival which is scheduled for a Friday night around late October which extends for the evening and uses the entire church facility including outdoor areas.

The proposed project request includes the addition of two (2) modular classrooms spaces to be located north of the northernmost building which is the fellowship hall. These two classrooms will allow the school to increase from the existing 103 students to a maximum of 135 students. The proposed placement of the two classrooms on the site will still have a setback from the north property line of 160 feet which would make these structures the closest structures to the north boundary. The new classrooms are proposed to be 147 feet from the east boundary however the existing fellowship hall is closer to the east boundary than these new classrooms. The new classrooms are proposed to be 153 feet from the west boundary however the existing education building is closer to the west boundary than these new classrooms.



STAFF REPORT
CASE #SE-16-10-119
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
September 1, 2016
Commission District: 5

GENERAL INFORMATION:

APPLICANT: Redeemer Evangelical Lutheran Church

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in the R-1A zoning district to place 2 modular units on the property to be used for classroom use. (Note: The modular units will be 864 sq. ft. each. They will be placed behind the fellowship hall building approximately 160 ft. away from the north property line).

LOCATION: North side of Aloma Ave., 1000 ft. east of N. Semoran Blvd.

PROPERTY ADDRESS: 3377 Aloma Ave.

PARCEL ID: 03-22-30-0000-00-043

PUBLIC NOTIFICATION: 121

TRACT SIZE: 5.18 acres

DISTRICT #: 5

ZONING: R-1A

EXISTING USE(S): Religious use campus

PROPOSED USE(S): 2 modular units

SURROUNDING USES: The site is surrounded by single family homes on the north, east and west sides. Aloma Ave. is on the south side.

STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes to place two (2) modular units on the site to be used as classrooms. The pre-school has been in existence since 1973-1974.
2. The modular units will be placed on the north side of the existing education building. Each modular unit will be approximately 864 sq. ft. The modular units will be located approximately 160 feet from the north property line.
3. As in previous BZA cases that are for the use of modular units, the BZA typically places a time limit for the removal of such units because of the wear and tear the units experience over time. Staff is recommending a five (5) year limit. The applicant can re-apply to the BZA for an extension.
4. The placement of the two (2) modular units will not adversely impact any neighbors and will not alter the underlying uses. However, a new limit of 135 students should be imposed by a condition of approval.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated Received July 13, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. The school shall be limited to 135 students;

5. The modular units shall be removed within five (5) years of the issuance of a Certificate of Occupancy for the modular units. The applicant may request an extension subject to BZA approval; and,
6. Construction plans shall be submitted within one (1) year or this approval becomes null and void.

cc: Pastor Stanley Reinemund (Applicant's representative)
c/o Redeemer Evangelical Lutheran Church
3377 Aloma Avenue
Winter Park, Florida 32792

CLYDE TUCKER
VA-16-10-120

REQUEST: **Variance** in R-1A zoning district to allow a lot width of 64.67 ft. in lieu of 75 ft.
ADDRESS: 754 Timor Avenue, Orlando FL 32804
LOCATION: South side of Timor Ave., east of Adanson St., north of Fairbanks Ave.
S-T-R: 02-22-29
TRACT SIZE: 65 ft. x 140 ft.
DISTRICT#: 5
LEGAL: SUNSHINE GARDENS L/79 LOT 9 & E 15 FT OF LOT 10 BLK H
PARCEL ID: 02-22-29-8472-08-090
NO. OF NOTICES: 94

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

1. Development in accordance with site plan dated July 15, 2016 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. Prior to the issuance of any permits the existing structures shall be removed; and,

5. All R-1A building setbacks shall be met.

SYNOPSIS: Staff gave a brief presentation on the case, and showed photographs and the location.

The applicant stated that the property was platted in the 1920s.

The BZA confirmed there are smaller lots in the area with houses on them, and thus, felt this request was reasonable.

Staff received two (2) commentaries in favor of the application and one (1) in opposition. There was no opposition at the hearing. The BZA approved the variance.



Applicant: Clyde Tucker

BZA Number: VA-16-10-120

BZA Date: 09/01/2016

District: 5

Sec/Twn/Rge: 02-22-29-SW-C

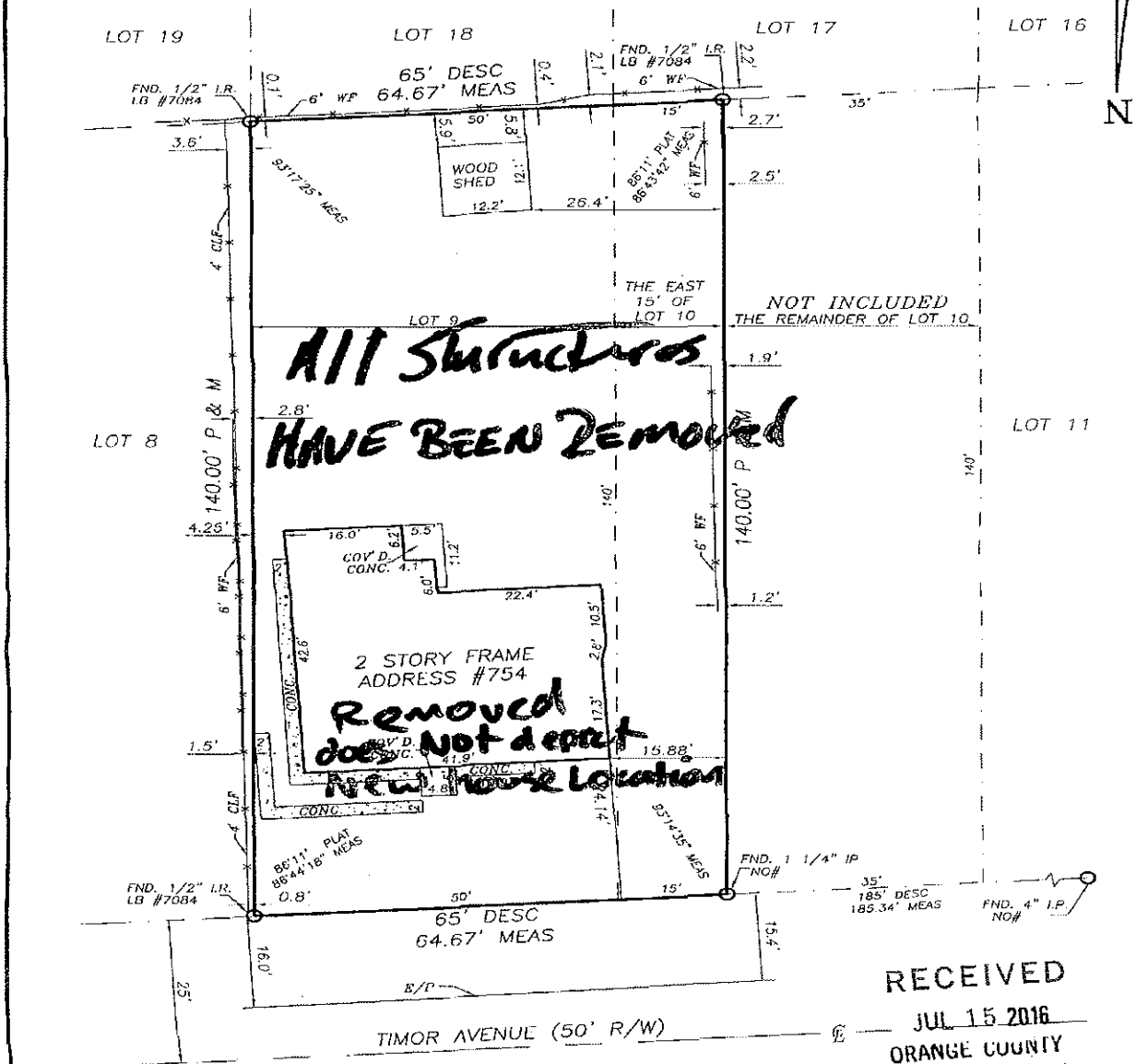
Tract Size: 65 ft. x 140 ft.

Address: 754 Timor Avenue, Orlando FL 32804

Location: South side of Timor Ave., east of Adanson St., north of Fairbanks Ave.

MAP OF SURVEY DESCRIPTION

THE EAST 15 FEET OF LOT 10 AND ALL OF LOT 9, BLOCK H, SUNSHINE GARDENS, AS
RECORDED IN PLAT BOOK H, PAGE 79, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



RECEIVED

JUL 15 2016

ORANGE COUNTY
ZONING DIVISION

OFF# OCL-79-BUKH-LOT9

NOTE: UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

BOUNDARY SURVEY CERTIFIED TO: 754 TIMOR LAND TRUST, CAPEVIEW
CONSTRUCTION.

FIELD DATE: JUNE 23, 2016

SCALE: 1"=20' DRAWN BY: A.S.

BEARING STRUCTURE BASED ON: THE SOUTH
R/W LINE OF TIMOR AVENUE.

THIS BUILDING/LOT IS IN FLOOD ZONE X, BASED ON FLOOD INSURANCE RATE MAP, NO.120179 0235 F, ORANGE COUNTY, FLORIDA.

LEGEND	
DC - 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&D - NAIL & DISK
CBW - CONCRETE BLOCK WALL	# - NUMBER
CM - CONCRETE MONUMENT	OHE - OVERHEAD ELECTRICAL
CW - 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
ESMT - EASEMENT	R - RADIUS
E/P - EDGE OF PAVEMENT	R/W - RIGHT OF WAY
FTE - FINISHED FLOOR ELEVATION	TYP - TYPICAL
FND - FOUND	UE - UTILITY EASEMENT
IP - IRON PIPE	UB - UTILITY BOX
	WF - WOOD FENCE
	X - GUY WIRE ANCHOR

REVISIONS:

M.A.P.
Land Surveying, Inc.

4515 Curry Ford Rd.
Suite C
Orlando FL 32812
PH. 407 896 4557
FAX 407 277 3770

E-Mail: Maplandsurvey@cfl.rr.com LB #7084

Professional Surveyor & Mapper #6124

Andrew P. Pety, P.S.M.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL, OR THE ELECTRONIC SIGNATURE AND SEAL
OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.

We are requesting a variance to allow us to build a New Single Family Home. The variance request is to allow a 65' wide frontage in a R-1A zoning area that requires a 75' wide frontage.

(Note: This subdivision was platted as 50' wide lots back in 1925)

RECEIVED

JUL 15 2016
ORANGE COUNTY
ZONING DIVISION



STAFF REPORT
CASE #VA-16-10-120
Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
09/01/2016
Commission District: 5

GENERAL INFORMATION:

APPLICANT: Clyde Tucker

REQUEST: Variance in R-1A zoning district to allow a lot width of 64.67 ft. in lieu of 75 ft.

LOCATION: South side of Timor Ave., east of Adanson St., north of Fairbanks Ave.

PROPERTY ADDRESS: 754 Timor Ave.

PARCEL ID: 02-22-29-8472-08-090

TRACT SIZE: 65 ft. x 140 ft.

DISTRICT #: 5

ZONING: R-1A

STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes a 2-story residence on this parcel. The on-site zoning requires a minimum lot width of seventy-five (75) feet. The subject lot is only sixty-five (65) feet. Therefore, a zoning variance for lot width only is required.
2. This request is an example of infill development. The area is largely developed with similarly sized lots. Records indicate that many of the lots are grandfathered in. Some of the lots were re-configured and lost their non-conforming status and required variances. It appears this request falls in the latter category.
3. Staff supports the request because it is consistent with the areas development trend and all setbacks will be adhered to accordingly.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated July 15, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. Prior to the issuance of any permits the existing structures shall be removed; and,
5. All R-1A building setbacks shall be met.

cc: Clyde Tucker
5315 Lee Ann Drive
Orlando, Florida 32808



Interoffice Memorandum

August 26, 2016

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

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

CONTACT PERSON: Carol Knox, Manager, Zoning Division
407-836-5585

SUBJECT: September 20, 2016 – BCC Called Public Hearing
Applicant: Margaret Rogers
BZA Case #VA-15-12-118, May 5, 2016; District #2

Case #VA-15-12-118, located at 7230 Lake Ola Drive in District #2, is a BCC called public hearing to be heard on September 20, 2016. This request was continued by the BCC on July 12, 2016. Margaret Rogers (applicant) is requesting a variance to validate construction of improvements to her second floor consisting of an extension of a closet and a deck/landing for an elevator which is to be installed in the future. The applicant had the work done without obtaining permits from the County. Some of the improvements are constructed two (2) ft. from the side (west) property line in lieu of 10 ft. as required by the zoning regulations.

The subject property is located on the north side of Lake Ola, south of Lake Ola Drive, approximately 125 ft. east of Lake St. in the Town of Tangerine.

During the May 5, 2016 BZA public hearing, five people spoke in favor of the request and five people spoke in opposition to the request. One of the opposing parties is the adjacent owner to the west. The Tangerine Improvement Society voted to oppose the request. The BZA determined that the requested variance was considered excessive, voting 5-1 (1 abstaining) to recommend denial of the request.

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 is available upon request in the Zoning Division.

If you have any questions regarding this matter, please contact Carol Knox at 6-5585 or Rocco Relvini at 6-5386.

ACTION REQUESTED: Uphold the BZA's recommendation of denial of May 5, 2016. District #2.

**COMMUNITY ENVIRONMENTAL DEVELOPMENT SERVICES
DEPARTMENT
ZONING DIVISION PUBLIC HEARING REPORT
September 20, 2016**

The following is a public hearing on an appeal before the Board of County Commissioners on September 20, 2016 at 2:00 p.m.

APPELLANT/APPLICANT: MARGARET ROGERS

REQUEST: Variance in the R-CE zoning district to construct 2nd floor addition to single family residence 2 ft. from the side (west) property line in lieu of 10 ft.

(Note: The applicant is preparing the home for installation of an elevator due to a medical issue which precludes use of the stairs due to fall risk. The applicant began the work without a permit, but ceased work once contacted by code enforcement).

LOCATION: South side of Lake Ola Dr., approximately 125 ft. east of Lake St., and approximately .3 miles east of North OBT.

TRACT SIZE: 79 ft. x 355 ft.

ZONING: R-CE

DISTRICT: #2

PROPERTIES NOTIFIED: 61

BOARD OF ZONING ADJUSTMENT (BZA) HEARING SYNOPSIS ON REQUEST:

This case was continued from the April 7, 2016 BZA meeting. The applicant constructed improvements to the exterior and interior of their residence without permits. The improvements were to make the home more handicap accessible and were in preparation for the installation of an elevator. The applicant has an existing health condition which may ultimately require the use of wheel chair.

Staff had previously provided the BZA with several letters of objection. The applicant had submitted a survey from a licensed professional surveyor, which is what staff is relying on to evaluate the case. It was also noted the Tangerine Improvement Society

had voted to recommend denial of the request. Their objection was primarily based on the fact that the work in question had been done without permits. Staff noted that 10 surrounding property owners had submitted letters of support. The most affected property owner to the west objects.

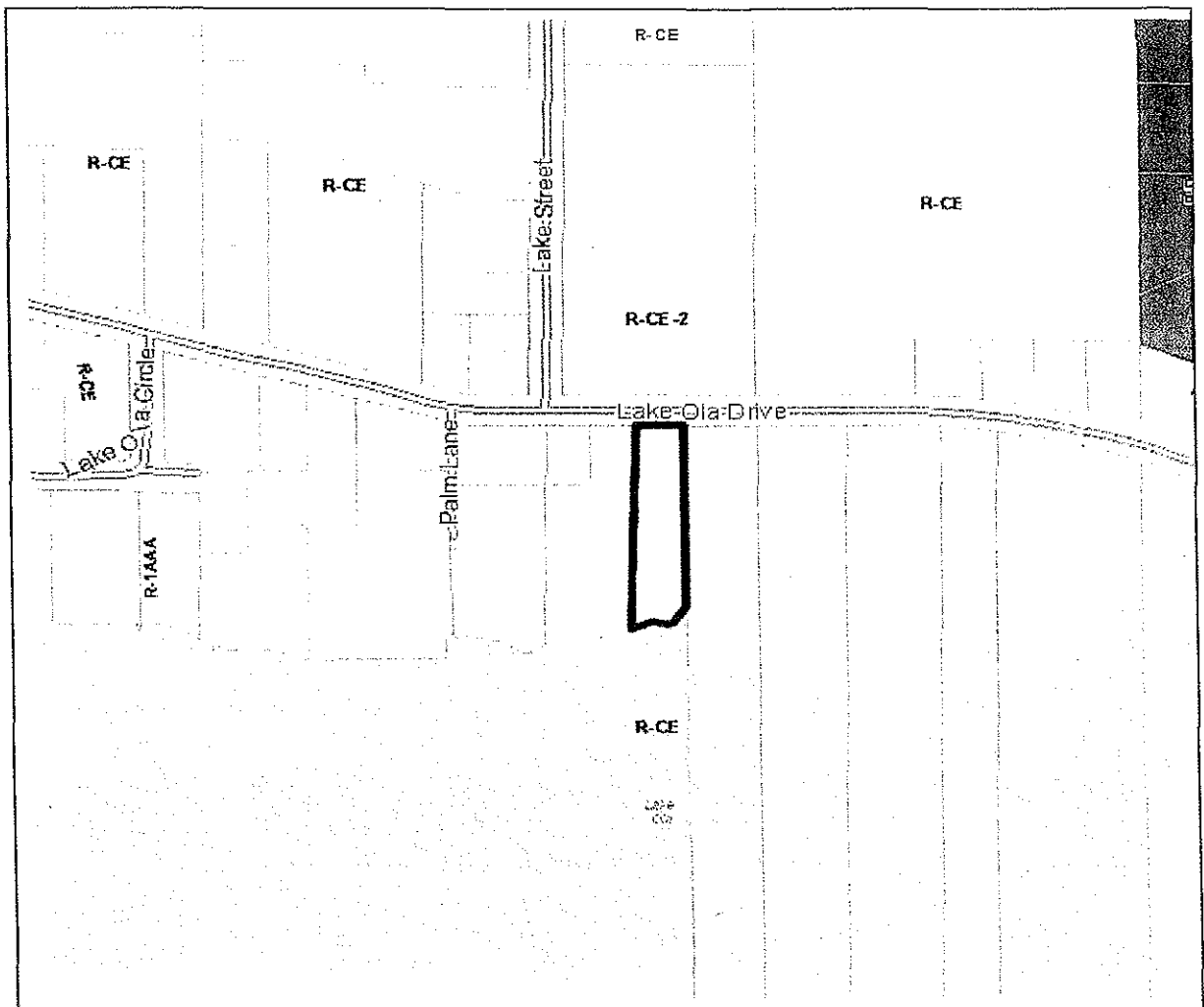
The applicant presented 10 additional letters of support. The applicant gave a more detailed explanation of her medical condition. She further explained that while some question why she does not modify the downstairs for handicap access. She stated she asked qualified individuals to review this option and these individuals concluded that due to the way the house had been built in a series of additions, it would not be possible to modify the hallways and doors to be handicap accessible. She also explained that she had made every effort to keep her neighbors abreast of her plans. She indicated that she had been under the impression that her neighbors were OK with what she was doing.

Five individuals spoke in favor of the application and five spoke in opposition. Those in support explained that the applicant was a long-time member of the Orange County community, and has done extensive volunteer work. They believed that the applicant should be granted the variances to allow her to remain in her home. Those speaking in opposition indicated that there was never any question where the property line was, providing past surveys all showing that while not precisely alike, they were all within a small margin of error. They also noted that the work was done without permits and was not done by a licensed professional, providing photos of the work. The adjacent neighbor submitted photos of questionable electrical work.

The BZA discussed the case noting that this was a very large variance representing an 80% deviation from the Code. They also indicated that the work should have been done by a licensed professional as opposed to a handyman.

BZA HEARING DECISION:

A motion was made by Gregory A. Jackson, seconded by Carolyn Karraker and unanimously carried to deny the Variance request in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (5 in favor, 1 opposed, 1 abstained).



Applicant: Margaret Rogers

BZA Number: VA-15-12-118

BZA Date: 05/05/2016

District: 2

Sec/Twn/Rge: 08-20-27-SE-D

Tract Size: 79 ft. x 355 ft.

Address: 7230 Lake Ola Dr., Mount Dora, FL 32757

Location: South side of Lake Ola Dr., approximately 125 ft. east of Lake St., and approximately .3 miles east of North OBT.

MARGARET ROGERS
VA-15-12-118

REQUEST: **Variance** in the R-CE zoning district to construct 2nd floor addition to single family residence 2 ft. from the side (west) property line in lieu of 10 ft.
(Note: The applicant is preparing the home for installation of an elevator due to a medical issue which precludes use of the stairs due to fall risk. The applicant began the work without a permit, but ceased work once contacted by code enforcement).

ADDRESS: 7230 Lake Ola Drive, Mount Dora, FL 32757

LOCATION: South side of Lake Ola Dr., approximately 125 ft. east of Lake St., and approximately .3 miles east of North OBT.

S-T-R: 08-20-27

TRACT SIZE: 79 ft. x 355 ft.

DISTRICT#: 2

LEGAL: COMM AT INTERSECTION OF W LINE OF GOV LOT 1 (AKA THE EAST LINE OF MAROTS ADDITION TO TANGERINE MTG BK E/506) AND SOUTH R/W LINE OF LAKE OLA BLVD, RUN N88-31-00E 129 FT FOR POB; RUN TH S01-22-40W 430 FT M/L TO SHORE OF LAKE OLA, RETURN TO POB, RUN TH N88-31-00E 21 FT, TH S01-57-00W 360.3 FT TO PT 'A') IN SEC 08-20-27

PARCEL ID: 08-20-27-0000-00-047

NO. OF NOTICES: 61

DECISION: DENIED the Variance request in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (5 in favor, 1 opposed, and 1 abstained).

SYNOPSIS: This case was continued from the April 7, 2016 BZA meeting. The applicant constructed improvements to the exterior and interior of the residence without permits. The improvements were to make the home more handicap accessible and were in preparation for the installation of an elevator. The applicant has an existing health condition which may ultimately require the use of a wheel chair.

The applicant had submitted a survey from a licensed professional surveyor, which is what staff is relying on to evaluate the case. It was also noted the Tangerine Improvement Society had voted to recommend denial of the request. Their objection was primarily based on the fact that the work in question had been done without permits. Staff noted that ten (10) surrounding property owners had submitted letters of support. However, the most affected property owner to the west objects to this request.

The applicant presented ten (10) additional letters of support. The applicant gave a more detailed explanation of her medical condition. She further explained that while

some question why she does not modify the downstairs for handicap access, she has asked qualified individuals to review this option. These individuals concluded that due to the way the house had been built in a series of additions, it would not be possible to modify the hallways and doors to be handicap accessible. The applicant also explained that she had made every effort to keep her neighbors abreast of her plans, and indicated she had been under the impression that her neighbors were okay with what she was doing.

Five (5) individuals spoke in favor of the application and five (5) individuals spoke in opposition. Those in support explained that the applicant was a long-time member of the Orange County community, and has done extensive volunteer work. They believed that the applicant should be granted the variance to allow her to remain in her home. Those speaking in opposition indicated that there was never any question where the property line was identified on the survey, providing past surveys all showing that while not precisely alike, they were all within a small margin of error. They also noted that the work was done without permits and was not done by a licensed professional, providing photos of the work. The adjacent neighbor submitted photos of questionable electrical work.

The BZA discussed the case noting that this was a very large variance representing an eighty percent (80%) deviation from the Code. They also indicated that the work should have been done by a licensed professional as opposed to a handyman.

From: Maggie Rogers maggie37@earthlink.net
Subject:
Date: October 10, 2015 at 9:45 AM
To:



ORANGE COUNTY VARIANCE REQUEST

7230 LAKE OLA DRIVE MT DORA FLORIDA

I have a serious physical condition that puts me in danger when I walk. Because I have to be prepared to be in a wheel chair, I need to put in an elevator. My living area is on the second floor of my home. Because of the construction of the home, there is only one side that is possible to put in an elevator and that is the west side. In order to get a hall/storage area to the south porch where the elevator would go in, it follows the roof line, which is not straight. Off the bedroom living area where I live, a hall/storage area has been built over the existing ground storage. Off of that, a screen room has been built to accommodate the passage of a wheel chair on to the deck, where the elevator will enter the down stairs. This is the only place an elevator can be put, so that I would be able to leave my living area and go to another part of the house such as the kitchen.

When I realized that I was going to have to do this, I called the owners of an unkept, rotten and abandoned house, which is 40 feet from the property line on the west side of my home. I asked them if this addition would be ok with them. Originally I wanted to have this area be a living space, but they did not want me to go an additional 7 to 10 feet, so I changed my plans to accommodate them. The width of this addition, which has been built, is wide enough to accommodate the turn around needed for a wheel chair. It is not large enough for a living space but it does have the needed storage closets for a person in a wheel chair.

RECEIVED

OCT 13 2015

Zoning Division

2-A

I did not know when I built this addition that there was a property line discrepancy. I was told by the same neighbors that the property line was over nearly 10 to 14 feet from where it is now being claimed. I have since learned that almost all properties in Tangerine and Mt Dora have discrepancies concerning property lines and is a well know problem.

Since the addition was finished at its present state in Dec 2014, these neighbors have changed the property line several times. They have taken down a small fence I put up to keep my dogs in my yard. My dogs are 2 and 6 lbs and the fence was 24 inches high. Just inside the fence I put a hedge of 75 plants that would hide the fence. I have moved this hedge twice to keep peace with them.

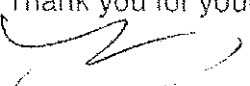
I have planted a hedge and dozens of flowering plants to hide my addition so it would not bother anyone in any way, even though the addition is lovely and tasteful.

At this point, the addition is almost finished. All that needs to be done is put in an elevator and the cover for it.

I am trying to rectify the problems with the building of this addition without a permit. I am hoping you will understand the health problems I face as well as the fact that I am nearly 80 years old and I am running out of functioning time.

I am staying out of state at this time. I will be back in Florida the end of Jan. 2016. Could you please schedule our meeting no earlier than February 2016. I will have to have to time to prepare for someone to drive me back to Florida, so if you could let me know your plans in a healthy advance, I would really appreciate it.

Thank you for your consideration in this matter.


Margaret Rogers

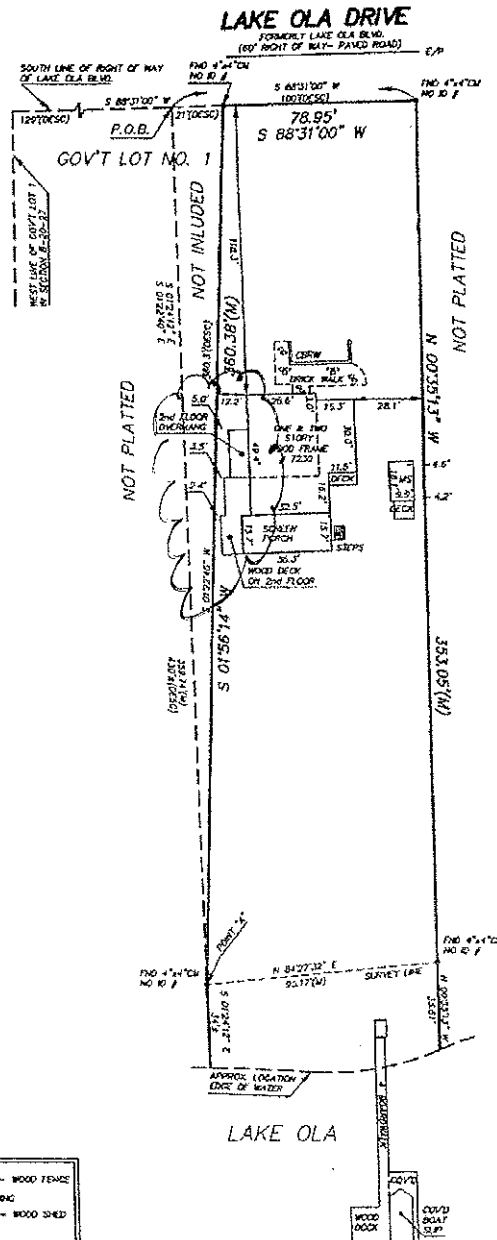
P. O. Box 948261

Montland, FL 32194

FILE NO: 505-2548
REVISIONS

NORTH
SCALE 1"=40'

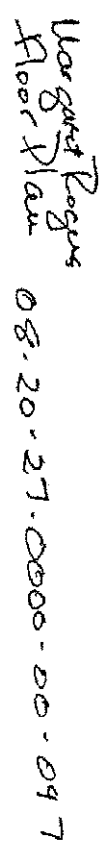
Z. Richard Mikosz
Z. RICHARD MIKOSZ P.L.S. 5344
REG. LAND SURVEYOR, STATE OF FLORIDA
NOT VALID UNLESS SIGNED AND SEALED.



Zoning Division

OCT 13 2015

11





STAFF REPORT
CASE #VA-15-12-118
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
May 5, 2016
Commission District: 2

GENERAL INFORMATION:

APPLICANT: Margaret Rogers

REQUEST: Variance in the R-CE zoning district to construct 2nd floor addition to single family residence two (2) ft. from the side (west) property line in lieu of ten (10) feet.

(Note: The applicant is preparing the home for installation of an elevator due to a medical issue, which precludes use of the stairs due to fall risk. The applicant began the work without a permit, but ceased work once contacted by code enforcement).

LOCATION: South side of Lake Ola Drive, approximately 125 feet east of Lake Street, and approximately .3 miles east of North OBT.

PROPERTY ADDRESS: 7230 Lake Ola Drive

PARCEL ID: 08-20-27-0000-00-047

TRACT SIZE: 79 ft. x 355 ft.

DISTRICT #: 2

ZONING: R-CE

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a variance in the R-CE zoning district to validate a second floor addition to a single family residence two (2) feet from the side (west) property line in lieu of ten (10) feet.
2. The applicant is preparing the home for installation of an elevator due to a medical issue, which precludes use of the stairs due to fall risk. The applicant began the work without a permit, but ceased work once they were contacted by code enforcement.
3. The applicant submitted a letter from her physician indicating that an elevator was warranted.

4. The addition consists of an exterior second floor deck which will serve as the landing for the elevator, and a handicap accessible 2nd floor closet which will allow access to a person in a wheel chair.
5. The Tangerine area is well known as an area where surveying is very challenging. The applicant submitted a signed and sealed survey from a professional land surveyor, which staff is using to evaluate this application.
6. The Tangerine Improvement Society has submitted a letter opposing the variance. The primary basis for the objection is the fact that the work was begun without a permit.
7. The applicant submitted letters of support from 10 local land owners. In addition, staff spoke with the owner of the land to the east of the subject property who verbally indicated that they did not object to the variance.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated October 15, 2015, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. Construction plans shall be submitted within 180 days or this approval becomes null and void;
5. The exterior of the addition shall match the exterior of the existing residence.

cc: Margaret Rogers (Applicant)
P.O. Box 948261
Maitland, FL 32794



Interoffice Memorandum

September 7, 2016

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

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

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: September 20, 2016 – Public Hearing
Applicant: Mr. Scott M. Gentry, Kelly, Collins & Gentry, Inc.
Hamlin PD / UNP / Publix PSP / Lot B Commercial DP
Case #DP-16-03-108

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) / Publix Preliminary Subdivision Plan (PSP) / Lot B Commercial Development Plan (DP) to construct three (3) commercial buildings with a total of 26,503 square feet on a total of 6.03 acres.

This request also includes the following waiver from Orange County Code:

1. A waiver from Orange County Section 38-1390.53(c) to allow understory trees at a rate of 2 to 1 with a clear trunk of six (6) feet and a minimum caliper of three (3) inches at a maximum average spacing of thirty (30) feet on-center be planted directly to the west side of Building B from New Independence Parkway to the first drive entry to the south (approximately 144') in lieu of canopy street trees with a clear trunk of six (6) feet, and a minimum caliper of three (3) inches at the time of planting at a maximum average spacing of forty (40) feet on center.

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 / Lot B Commercial Development Plan (DP) dated "Received August 8, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/lme
Attachments

CASE # DP-16-03-108

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) / Publix Preliminary Subdivision Plan (PSP) / Lot B Commercial Development Plan (DP) to construct three (3) commercial buildings with a total of 26,503 square feet on a total of 6.03 acres.

This request also includes the following waiver from Orange County Code:

1. A waiver from Orange County Section 38-1390.53(c) to allow understory trees at a rate of 2 to 1 with a clear trunk of six (6) feet and a minimum caliper of three (3) inches at a maximum average spacing of thirty (30) feet on-center be planted directly to the west side of Building B from New Independence Parkway to the first drive entry to the south (approximately 144') in lieu of canopy street trees with a clear trunk of six (6) feet, and a minimum caliper of three (3) inches at the time of planting at a maximum average spacing of forty (40) feet on center.

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: | 6.03 |
| 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: | 3 commercial buildings with a total of 26,503 square feet |

- J. Site Data: Maximum Building Height: 50'
 Building Setbacks:
 10' Front
 5' Side
 5' Side Street
 55' Centerline of R-O-W
 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:

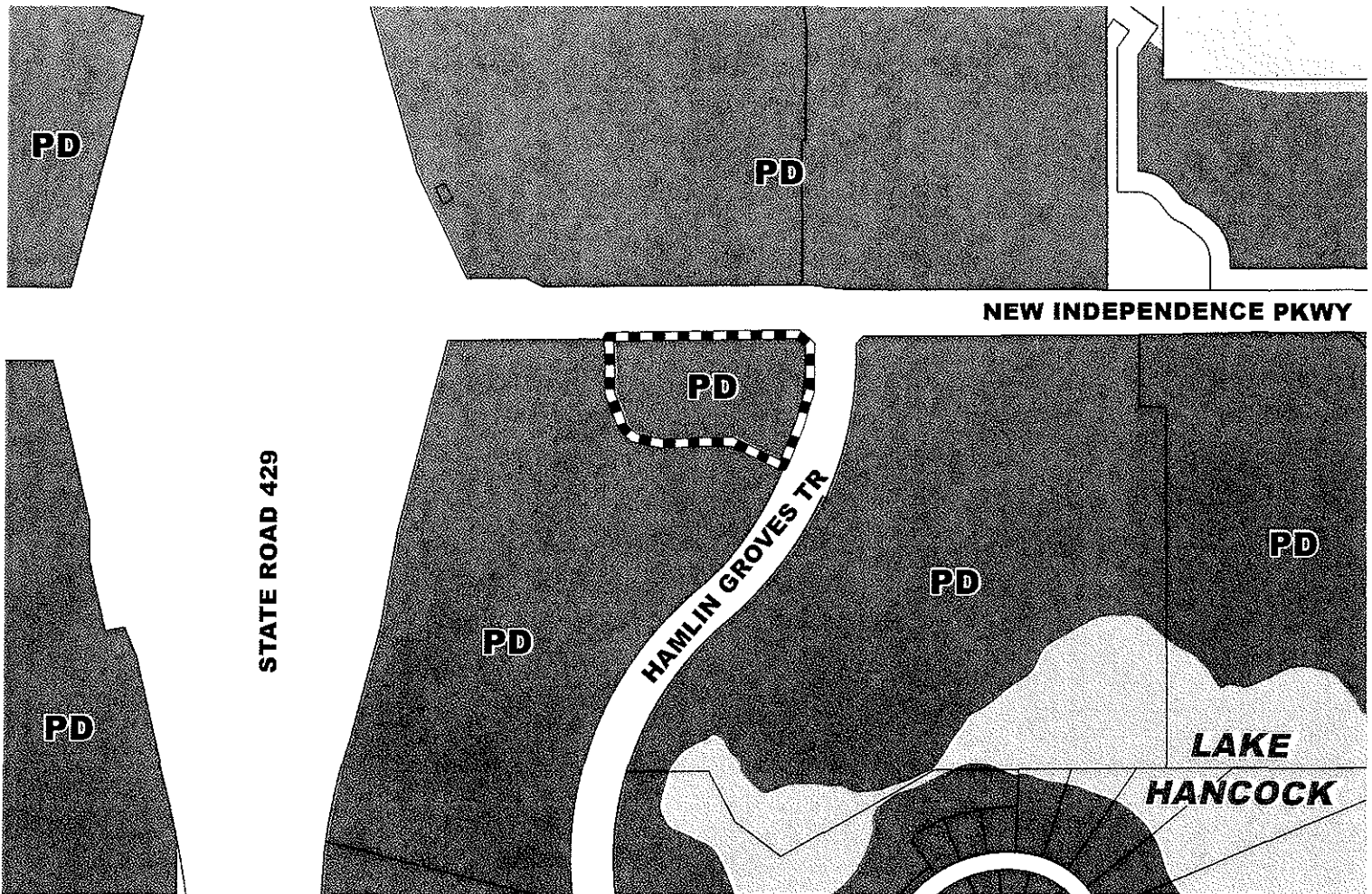
1. Development shall conform to the Hamlin Planned Development / Unified Neighborhood Plan; Orange County Board of County Commissioners (BCC) approvals; Publix Preliminary Subdivision Plan; BCC approvals; Lot B Commercial Development Plan dated "Received August 8, 2016" and to the conditions of approval 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.

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

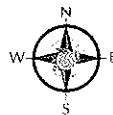
relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. Outside sales, storage, and display shall be prohibited unless otherwise approved by BCC.
7. Signage shall comply with the Master Sign Plan.
8. 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.
9. 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.
10. 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.
11. 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.
12. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.

13. A waiver from Orange County Code Section 38-1390.53(c) is granted to allow understory trees at a rate of 2 to 1 with a clear trunk of six (6) feet and a minimum caliper of three (3) inches at a maximum average spacing of thirty (30) feet on-center be planted directly to the west side of Building B from New Independence Parkway to the first drive entry to the south (approximately 144') in lieu of canopy street trees with a clear trunk of six (6) feet, and minimum caliper of three (3) inches at the time of planting at a maximum average spacing of forty (40) feet on-center.



Subject Property



Subject Property

Zoning

ZONING: PD (Planned Development District)
(Hamlin PD / UNP)

APPLICANT: Kelly, Collins & Gentry, Inc.

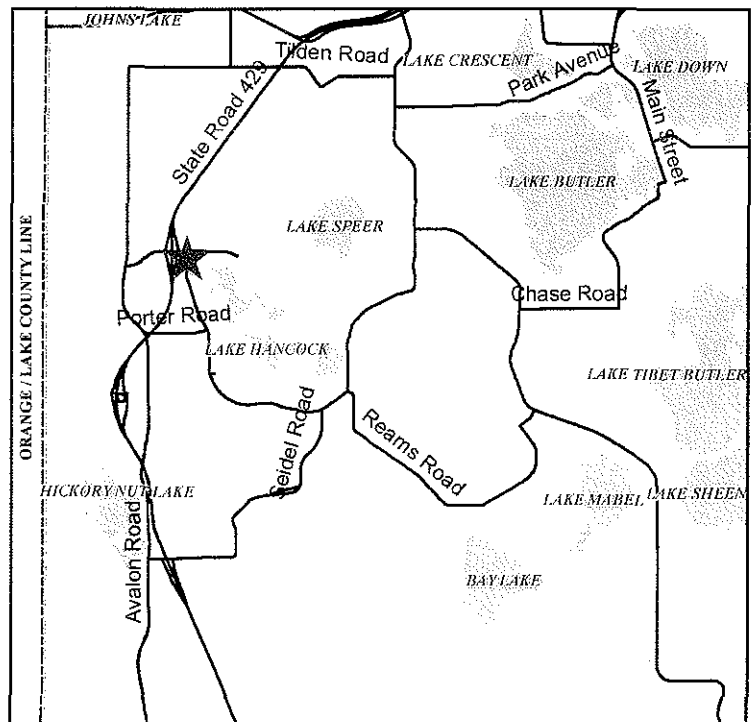
LOCATION: South of New Independence Pkwy. /
West of Hamlin Groves Tr.

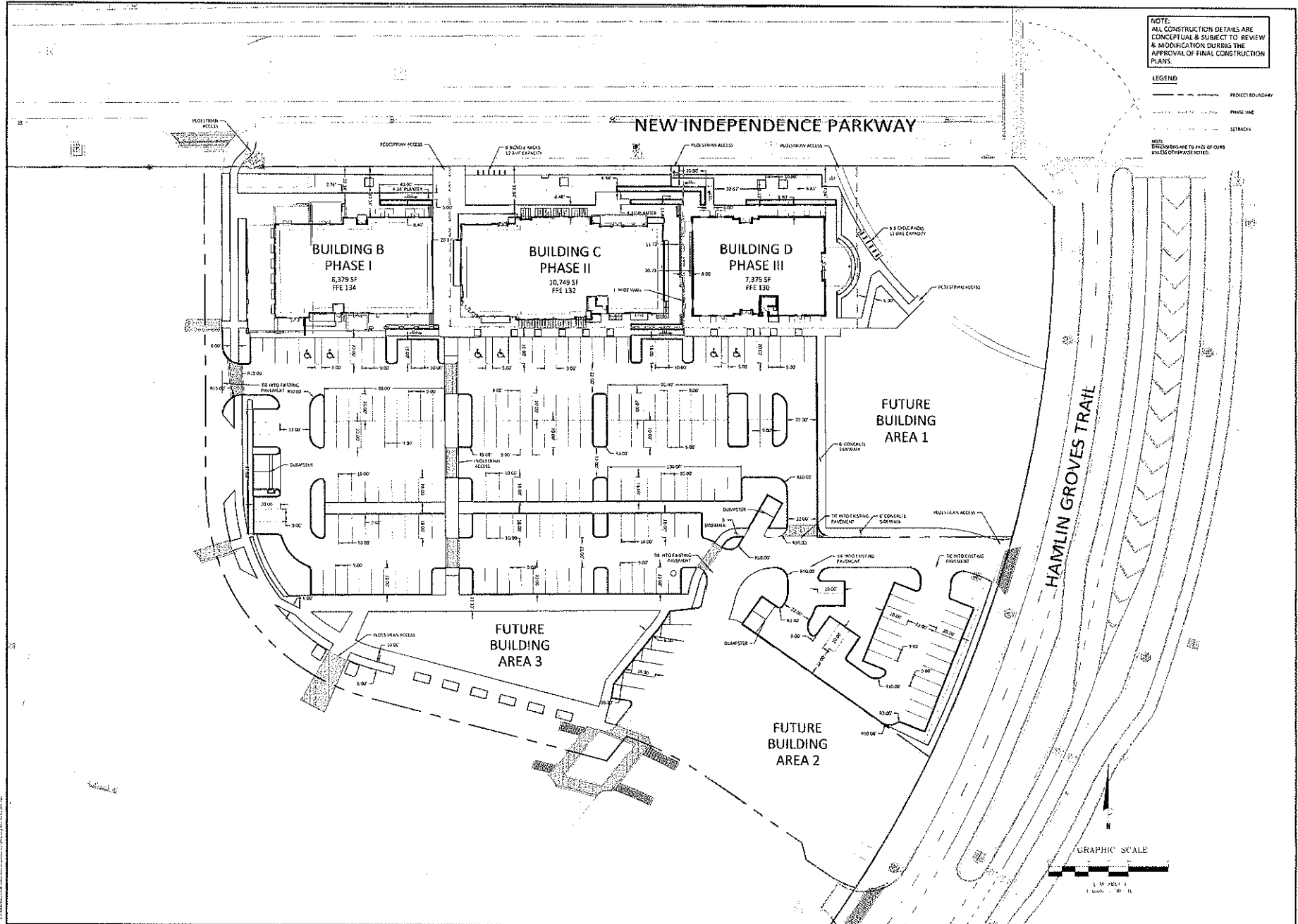
TRACT SIZE: 6.03 acres

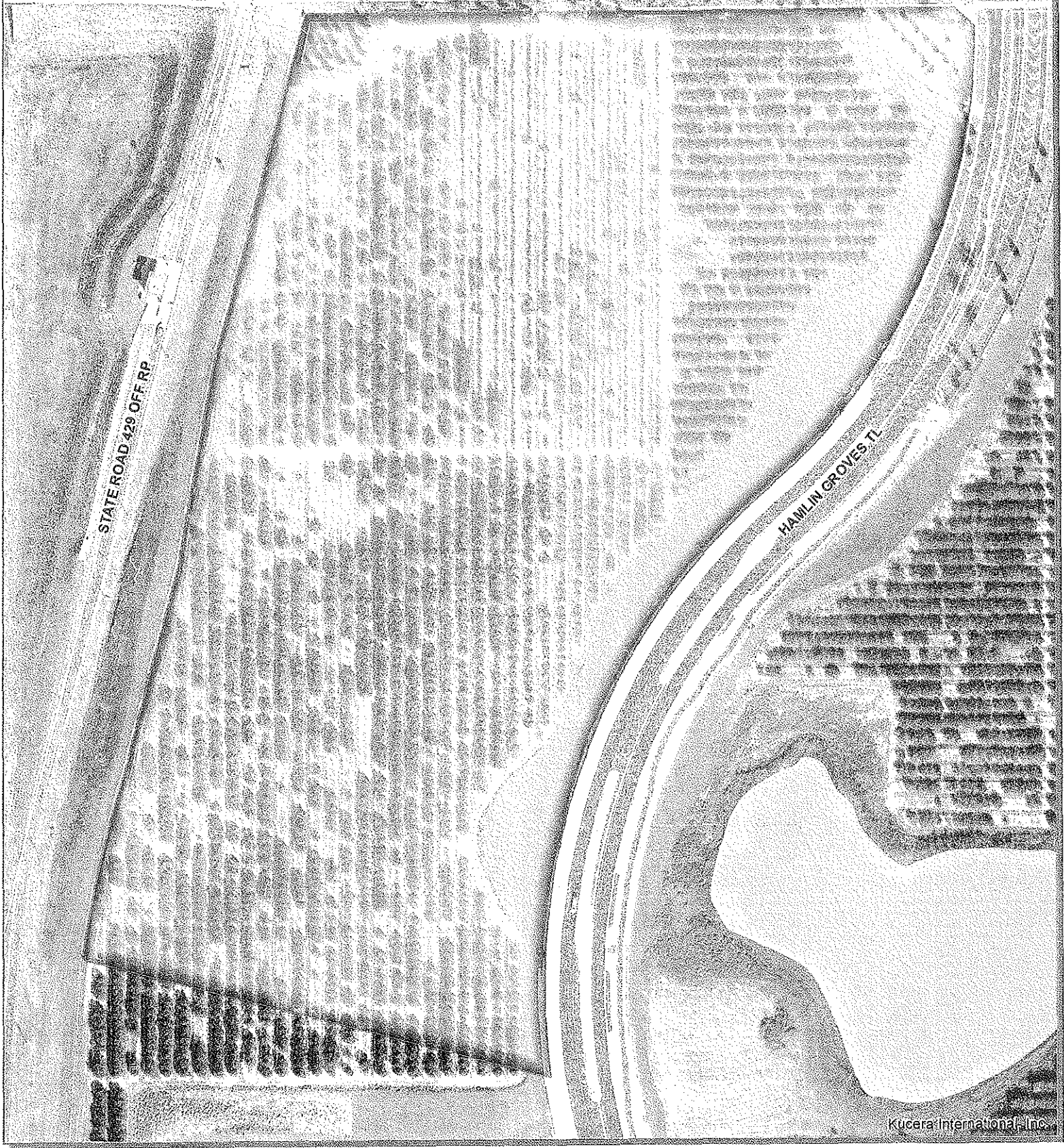
DISTRICT: #1

S/T/R: 20/23/27

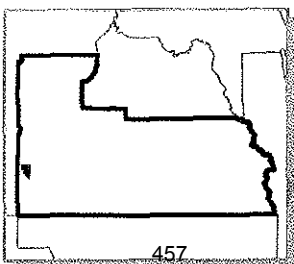
1 inch = 500 feet






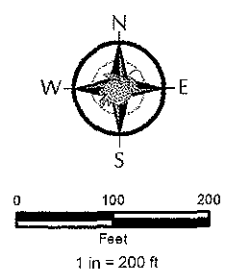


Kucera International, Inc.



Hamlin PD - UNP - Publix PSP Lot B Commercial DP

Parcels	Jurisdiction
 Subject Property	Hydrology






Interoffice Memorandum

September 8, 2016

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

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

CONTACT PERSON: John Smoger, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: September 20, 2016 - Public Hearing
John T. Townsend, Donald W. McIntosh Associates, Inc.
Ginn Property Planned Development (PD)
Substantial Change – Case # CDR-16-04-142 / District 4

The Ginn Property Development of Regional Impact (DRI) and Planned Development (PD) (aka "the Greenway Park PD") contains approximately 1,766 gross acres generally located on both sides of State Road 417 (Central Florida Greenway), west/southwest of Boggy Creek Road; approximately ¼ mile east of Rhode Island Woods Circle; and north of Wyndham Lakes Boulevard. The PD has existing land use entitlements for 1,268 single family residential dwelling units; 366 multi-family residential dwelling units; 179,999 square feet of commercial uses; 960,000 square feet of industrial uses; 1,140,000 square feet of office uses; and 600 hotel rooms.

Through this PD substantial change, the applicant is seeking approval of three (3) waivers from Orange County Code, in order to allow for increased Impervious Surface Ratios (ISR) for residential and non-residential development, and increased building heights for non-residential development. The requested waivers would apply to PD Parcels 1a, 1b, 4, 5, and 6 only. Finally, no change to existing PD entitlements has 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 Ginn Property Planned Development / Land Use Plan (PD/LUP) dated "Received July 18, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 4

Attachment

CASE # CDR-16-04-142

Commission District: # 4

GENERAL INFORMATION

APPLICANT	John T. Townsend, Donald W. McIntosh Associates, Inc.
OWNER	Greeneway Park DRI, LLC
PROJECT NAME	Ginn Property Planned Development / Land Use Plan (PD/LUP)
PARCEL ID NUMBERS	21-24-30-3127-00-011; 21-24-30-3127-00-014; 21-24-30-3127-00-020; 21-24-30-3127-00-022; 21-24-30-3127-00-023; 21-24-30-3127-00-024; 21-24-30-3127-00-025; 21-24-30-3127-00-026; 21-24-30-3127-00-028; 21-24-30-3127-02-001; 21-24-30-3127-02-002; 28-24-30-0321-01-000; 28-24-30-0321-02-000; 28-24-30-0321-03-000; 28-24-30-0321-04-000; 28-24-30-0321-05-000; 28-24-30-0321-06-000; 28-24-30-0321-18-001; 28-24-30-0321-18-002; 28-24-30-0321-18-003; 28-24-30-0321-18-004; 28-24-30-4128-00-001; 28-24-30-4128-00-002; 28-24-30-4128-00-003; 28-24-30-4128-00-004; 29-24-30-0330-VARIOUS; 29-24-30-3943-VARIOUS; 29-24-30-3944-VARIOUS; 29-24-30-3945-VARIOUS; 29-24-30-7630-VARIOUS; and 33-24-30-0000-00-039
TRACT SIZE	1,766.63 gross acres (overall PD)
LOCATION	Generally located on both sides of State Road 417 (Central Florida Greeneway), west /southwest of Boggy Creek Road; approximately ¼ mile east of Rhode Island Woods Circle; and north of Wyndham Lakes Boulevard.
REQUEST	<p>A PD substantial change for the following waivers from Orange County Code, and applicable to PD Parcels 1a, 1b, 4, 5, and 6 only;</p> <ol style="list-style-type: none">1) <i>A waiver from Section 38-1251(b) to allow a maximum Impervious Surface Ratio (ISR) of 0.55 for residential use, in lieu of a maximum ISR of 0.30.</i>2) <i>A waiver from Section 38-1272(a)(5) to allow a maximum non-residential height of fifty (50) feet at all times, or one-hundred twenty (120) feet for hotel use, in lieu of a maximum height of fifty (50) feet or thirty-five (35) feet when within one-hundred (100) feet of any residential district (internal or external to the PD).</i>

- 3) *A waiver from Section 38-1327 to allow a maximum Impervious Surface Ratio (ISR) of 0.85 for commercial, industrial and office uses, in lieu of a maximum ISR of 0.70.*

PUBLIC NOTIFICATION

A notification area extending beyond five hundred (500) feet was used for this application [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One-thousand two hundred forty (1,240) notices were mailed to those property owners in the notification buffer area. A community meeting was not required.

IMPACT ANALYSIS

Special Information

The Ginn Property Development of Regional Impact (DRI) and Planned Development (PD) (aka "the Greenway Park PD") contains approximately 1,766 gross acres generally located on both sides of State Road 417 (Central Florida Greenway), west/southwest of Boggy Creek Road; approximately ¼ mile east of Rhode Island Woods Circle; and north of Wyndham Lakes Boulevard. The PD has existing land use entitlements for 1,268 single family residential dwelling units; 366 multi-family residential dwelling units; 179,999 square feet of commercial uses; 960,000 square feet of industrial uses; 1,140,000 square feet of office uses; and 600 hotel rooms.

Through this PD substantial change, the applicant is seeking approval of three (3) waivers from Orange County Code, in order to allow for increased Impervious Surface Ratios (ISR) for residential and non-residential development, and increased building heights for non-residential development. The requested waivers would apply to PD Parcels 1a, 1b, 4, 5, and 6 only. Finally, no change to existing PD entitlements has been requested.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Planned Development - Low Density Residential / Low - Medium Density Residential / Medium Density Residential / Commercial / Office / Industrial / Parks and Recreation / Open Space / Conservation (PD - LDR / LMDR / MDR / C / O / IND / PR / OS / CON). The existing PD development program is consistent with the FLUM and all other applicable CP provisions.

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

Environmental Protection Division (EPD) staff reviewed the request but did not identify any issues or concerns.

Transportation / Concurrency

Boggy Creek Road (Ginn DRI and Roads A, B and D): The Ginn Development of Regional Impact Developers Agreement was approved by the Board of County Commissioners on July 9, 2002 and recorded at OR Book/Page 6566/8146. Under the terms of this agreement the Developer will convey right-of-way along Boggy Creek Road and for roads A, B, and D in the New Road Network along with drainage easements. Developer will receive Road Impact Fee Credits for Right-of-Way dedicated and for design and construction of roads A, B and D for excess capacity created. The Right-of-Way for Boggy Creek Road and Road A was dedicated by plat and the Developer has received \$1,933,613.00 in Road Impact Fee Credits. The Right-of-Way for Roads B and D was dedicated by plat and the Developer received an additional \$4,130,635.00 in Road Impact Fee Credits.

Schools

This request would not result in any additional impacts to Orange County Public Schools.

Parks and Recreation

This request would not result in any additional 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 Ginn Property Planned Development / Land Use Plan (PD/LUP) dated "Received July 18, 2016", subject to the following conditions:

1. Development shall conform to the Ginn Property Planned Development / Land Use Plan (PD/LUP) dated "Received July 18, 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 18, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this 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. The project shall comply with the terms and conditions of the Ginn Development of Regional Impact Developer's Agreement and the Boggy Creek Bridge Agreement, as both may be amended from time to time.
7. 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.
8. 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).
9. The following waivers from Orange County Code are granted for development within PD Parcels 1a, 1b, 4, 5, and 6 only:
 - a. A waiver from Section 38-1251(b) to allow a maximum Impervious Surface Ratio (ISR) of 0.55 for residential use, in lieu of a maximum ISR of 0.30;
 - b. A waiver from Section 38-1272(a)(5) to allow a maximum non-residential height of fifty (50) feet, or one-hundred twenty (120) feet for hotel use, in lieu of a maximum height of fifty (50) feet or thirty-five (35) feet when within one-hundred (100) feet of any residential district (internal or external to the PD); and
 - c. A waiver from Section 38-1327 to allow a maximum Impervious Surface Ratio (ISR) of 0.85 for commercial, industrial and office uses, in lieu of a maximum ISR of 0.70.
10. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated October 20, 2015, shall apply:
 - a. 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.

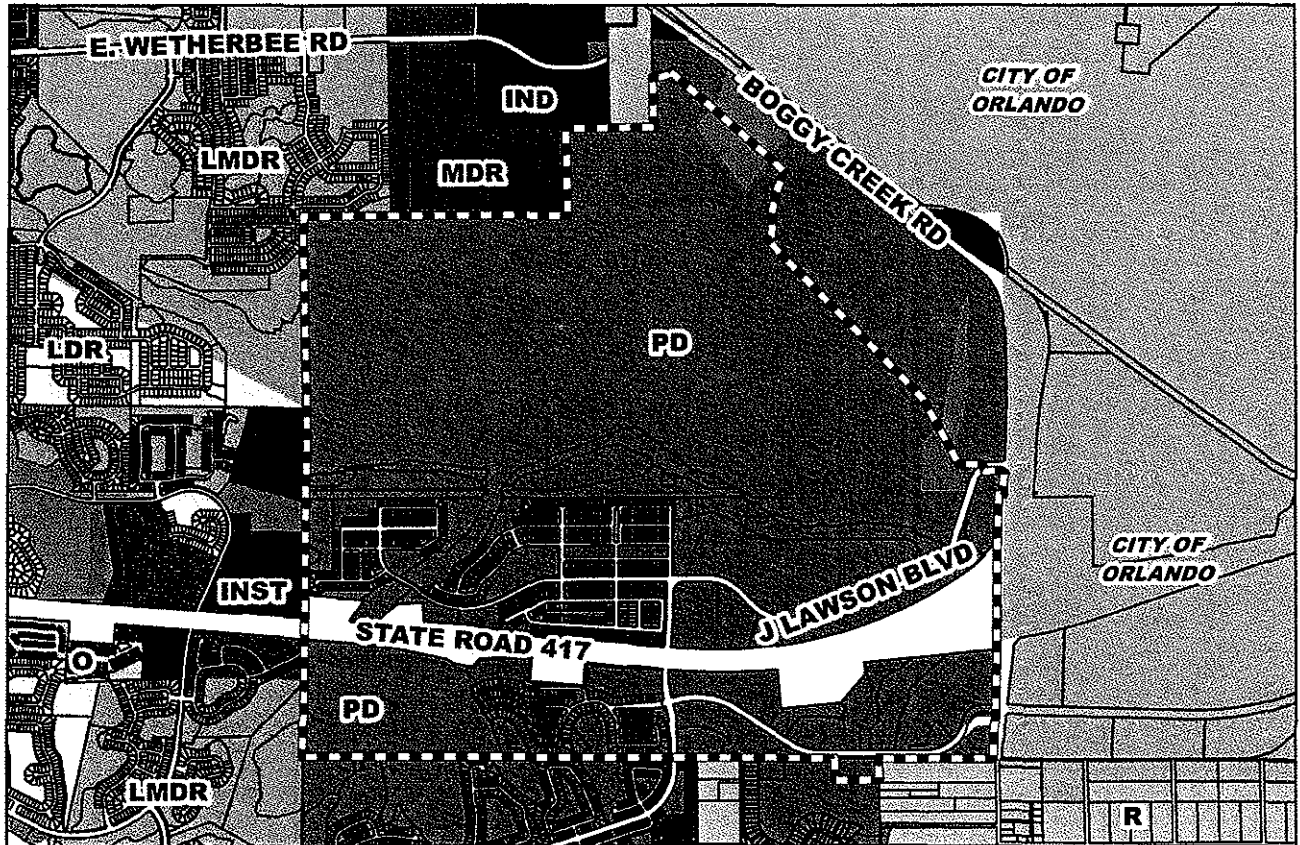
- b. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.
 - c. Public right-of-way access for the required interconnection between Greenway Park DRI and Boggy Creek Enclave PO to the south shall be provided from a point on Beacon Park Blvd. through Parcel 1B within the Greenway Park DRI to the right-of-way stub-out provided in the Boggy Creek Enclave PD. The 50-foot wide right-of-way shall be dedicated to Orange County prior to the issuance by Orange County of any Certificate(s) of Occupancy, whether temporary or permanent, for improvements on Parcel 1B totaling more than 40% of the total permitted Development Program within Parcel 18, as measured by the total number of traffic trips associated with such Parcel 18 Development Program. The 50-foot wide dedicated right-of-way is not an impact fee eligible dedication or road. Therefore, road impact fee credits shall not be issued for such dedication. Traffic trips and the Development Program for the Greenway Park DRI, including for Parcel 18, shall not be reduced, altered, or diminished by, or because of, traffic trips entering the Greenway Park DRI to or from the Boggy Creek Enclave PD; such provision shall be memorialized by a duly approved amendment to the Development Order for the Greenway Park DRI.
11. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated January 7, 2014, shall apply:
- a. The applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to platting. Nothing in this condition, and nothing in the decision to approve this preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
 - b. The Developer shall obtain water (except Parcels 4 & 5), wastewater and reclaimed water service from Orange County Utilities.
 - c. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with Ch. 31.5.
 - d. Outdoor sales, storage, and display shall be prohibited.
 - e. A waiver from Orange County Code Section 38-1272(a) (i) is granted to allow for a maximum I.S.R. of 0.85 (eighty-five percent), in lieu of a maximum I.S.R. of 0.70 (seventy percent).
12. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 28, 2009, and July 9, 2002 shall apply:

- a. Master stormwater, water, reclaim water and wastewater plans including preliminary calculations shall be submitted and approved prior to approval of construction plans.
- b. Pole signs are prohibited. Any existing billboards shall be removed prior to PSP or DP approvals. Ground signs and fascia signs shall be permitted per Ch. 31.5.
- c. All commercial uses within the PD shall comply with the Commercial Design Standards Ordinance. Industrial and Office uses shall comply with the lighting standards established in the Commercial Design Standards Ordinance.
- d. Developer shall comply with Airport Noise Ordinance 2000-07.
- e. Prior to platting any residential property adjacent to Park P-1, this tract shall be dedicated at no cost to Orange County.
- f. Unless the property is vested and/or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
- g. Prior to the mass grading of Parcel 5, a 6 foot high PVC fence shall be constructed along the south property line of Parcel 5. However, if the property to the south is rezoned to non-residential uses prior to that time, the fence is not required.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (October 20, 2015)

Upon a motion by Commissioner Thompson, seconded by Commissioner Clarke, and carried with all present members voting AYE by voice vote, the Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Heather Isaacs, Tavistock Development Company, Ginn Property Planned Development / Land Use Plan (PD/LUP) by reallocating 116 multi-family units from PD Parcel 1B to PD Parcel 1A. The total number of multi-family units within the PD remains unchanged; which constitutes a substantial change to the development on the described property; subject to conditions.

CDR-16-04-142



Subject Property



Subject Property

Future Land Use Map

FLUM: Planned Development (PD)

APPLICANT: John T. Townsend,
 Donald W. McIntosh Associates, Inc.

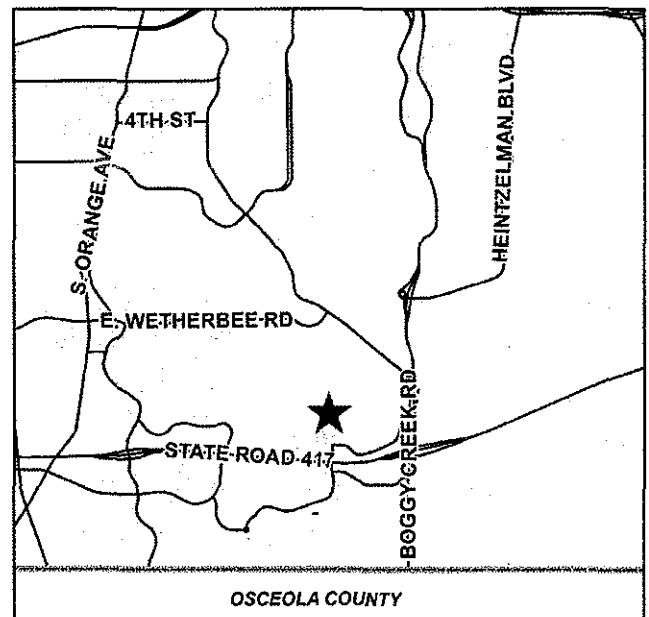
LOCATION: Generally located on both sides of State Road 417 (Central Florida Greenway), west /southwest of Boggy Creek Road; approximately 1/4 mile east of Rhode Island Woods Circle; and north of Wyndham Lakes Boulevard.

TRACT SIZE: 1,766.63 gross acres

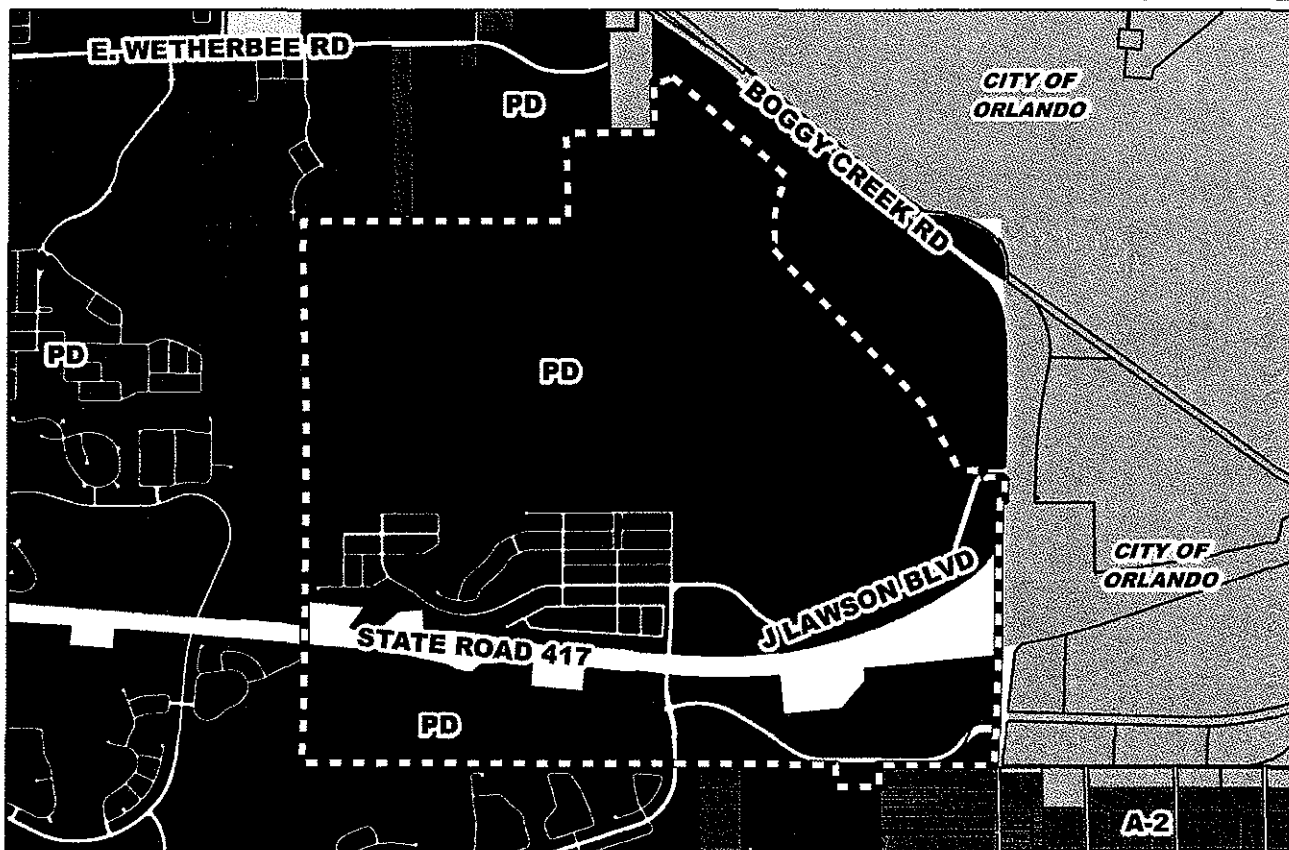
DISTRICT: # 4

S/T/R: 21/24/30, 28/24/30, 29/24/30, 33/24/30

1 inch = 2,500 feet



CDR-16-04-142



 Subject Property



★ Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: John T. Townsend,
 Donald W. McIntosh Associates, Inc.

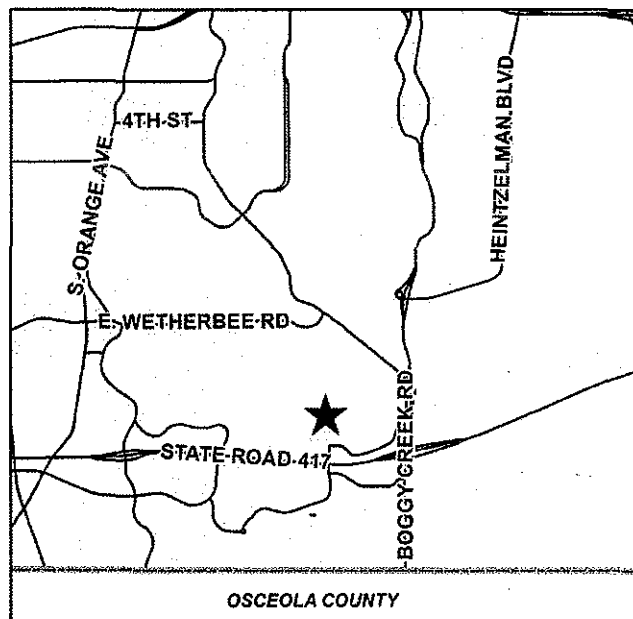
LOCATION: Generally located on both sides of State Road 417 (Central Florida Greenway), west /southwest of Boggy Creek Road; approximately ¼ mile east of Rhode Island Woods Circle; and north of Wyndham Lakes Boulevard.

TRACT SIZE: 1,766.63 gross acres

DISTRICT: # 4

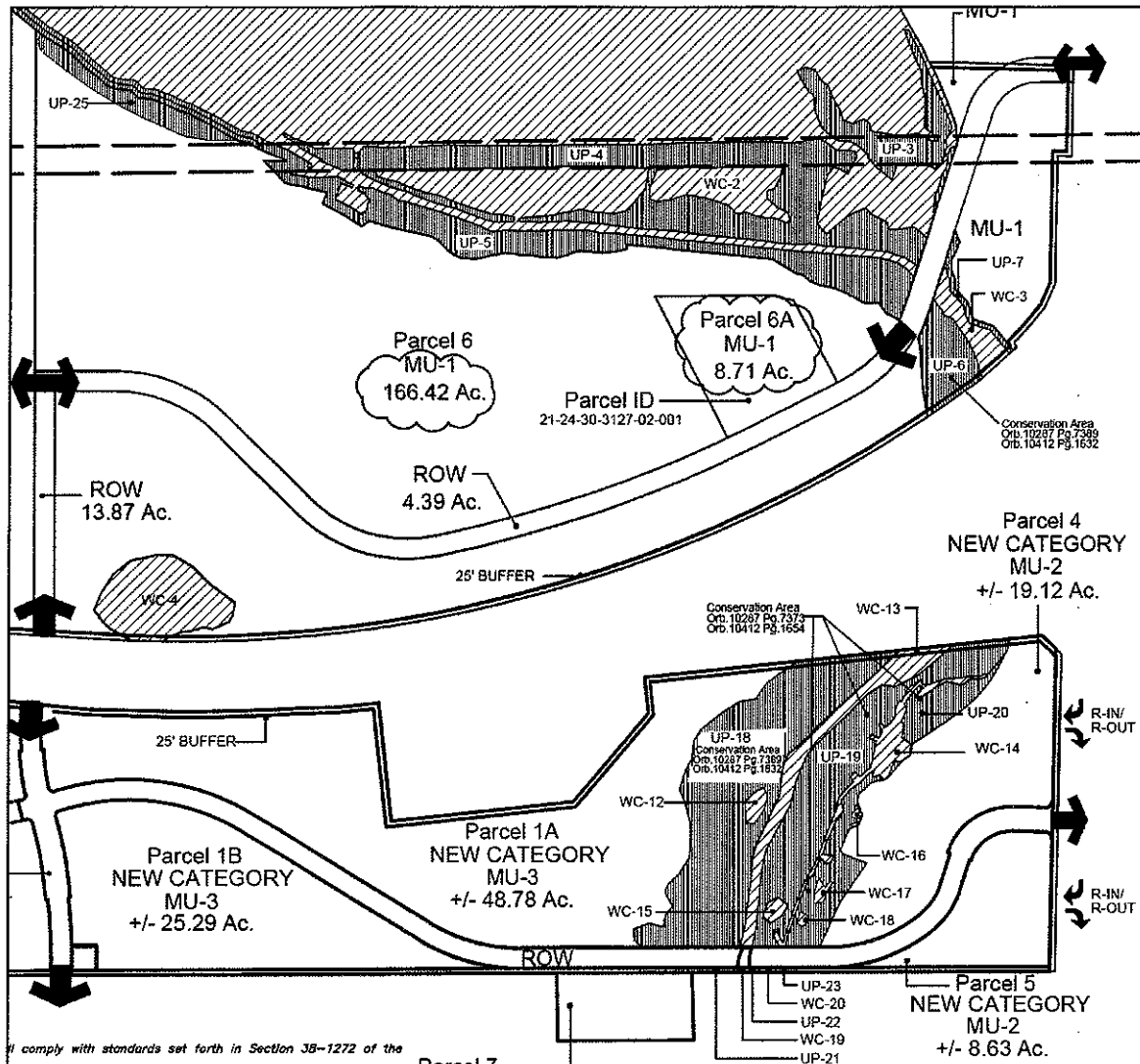
S/T/R: 21/24/30, 28/24/30, 29/24/30, 33/24/30

1 inch = 2,500 feet





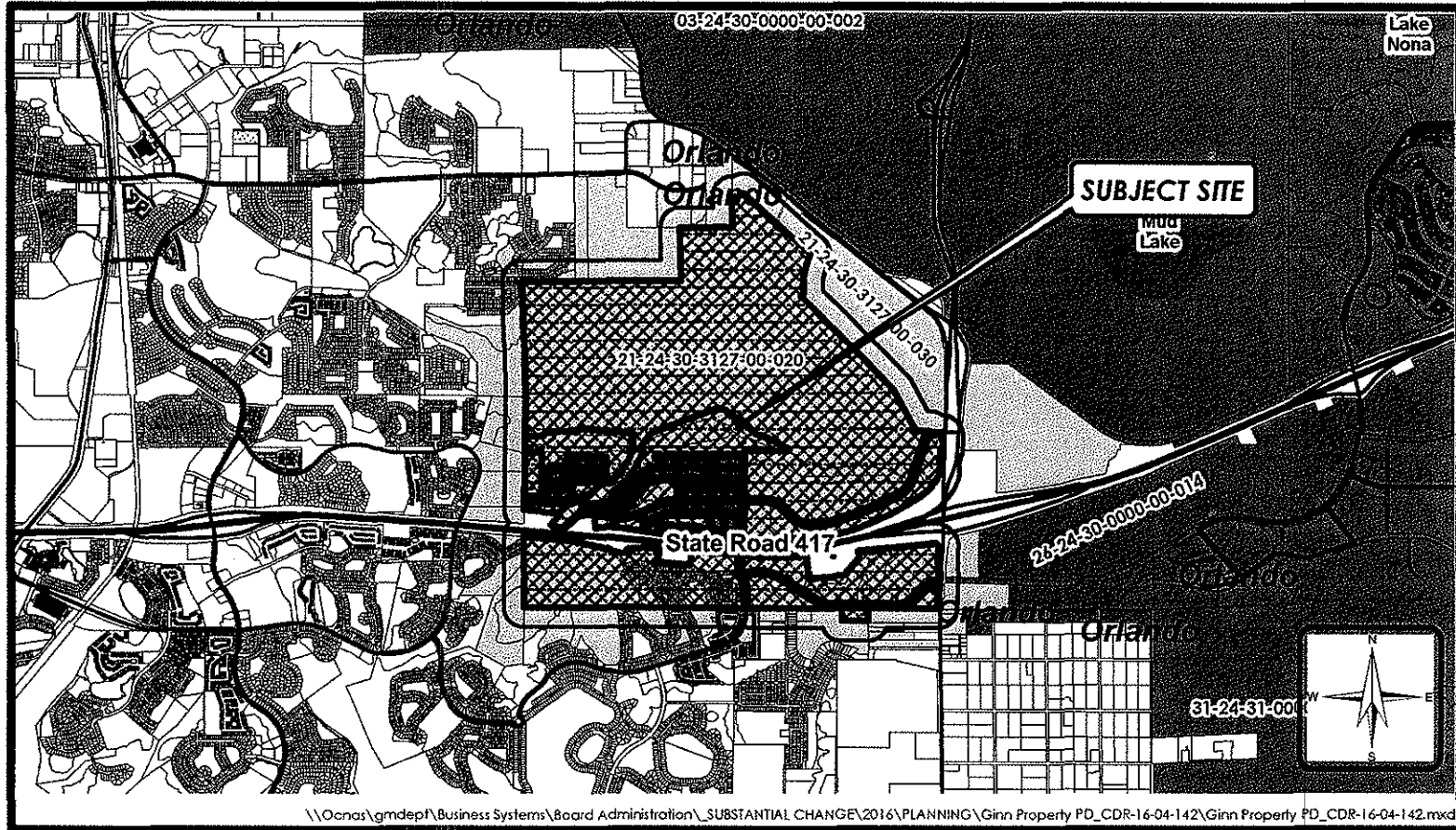
Ginn Property PD / LUP – Parcels 1a, 1b, 4, 5 & 6





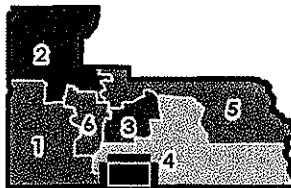
Public Notification Map

Ginn Property PD_CDR-16-04-142
500 FT BUFFER, 1240 NOTICES

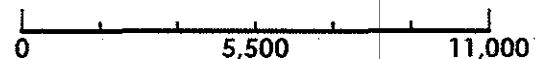


MAP LEGEND

	SUBJECT		PARCELS
	500_FT_BUFFER		
	HYDROLOGY		
	NOTIFIED_PARCELS		



1 inch = 3,581 feet



Notification Map

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: September 20, 2016



Interoffice Memorandum

September 8, 2016

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: September 20, 2016 - Public Hearing
William E. Burkett, Burkett Engineering, Inc.
Collegiate Village Planned Development (PD)
Substantial Change – Case # CDR-16-01-036 / District 5

The Collegiate Village PD was originally approved in 1972 and has current development entitlements for 200,000 square feet of office uses, 99,900 square feet of retail commercial uses, 350 multi-family / student housing units, 688 multi-family / senior housing units, and 123 hotel rooms.

Through this PD substantial change, the applicant is seeking to convert 200,000 square feet of existing office entitlements into 30,000 square feet of commercial, while adding another 36,100 square feet, and thereby increasing commercial entitlements from 99,900 square feet to 166,000 square feet. In addition, and consistent with an existing Condition of Approval, the applicant is also seeking to reflect existing multi-family / student housing entitlements as "1,400 beds," in lieu of 350 units.

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 Collegiate Village Planned Development / Land Use Plan (PD/LUP) dated “Received July 19, 2016”, subject to the conditions listed under the DRC Recommendation in the Staff Report.
District 5

Attachment

CASE # CDR-16-01-036

Commission District: # 5

GENERAL INFORMATION

APPLICANT	William E. Burkett, Burkett Engineering, Inc.
OWNER	CVI-Orlando, LLC
PROJECT NAME	Collegiate Village Planned Development / Land Use Plan (PD/LUP)
PARCEL ID NUMBER	09-22-31-0000-00-048; 09-22-31-0000-00-049; 09-22-31-0000-00-059; 09-22-31-1494-00-010; 09-22-31-1494-00-020; 09-22-31-1494-00-021; 09-22-31-1494-00-030; 09-22-31-1494-00-040; 09-22-31-1494-00-050; 09-22-31-1494-00-060; 09-22-31-1494-00-070; 09-22-31-1494-00-080; 09-22-31-1494-00-100; 09-22-31-1494-00-110; 09-22-31-1495-02-000; 10-22-31-0000-00-027; 10-22-31-9652-10-010; 10-22-31-9652-10-020; 10-22-31-9652-10-040; 10-22-31-9652-10-050; 10-22-31-9652-10-060; 10-22-31-9652-10-070; 10-22-31-9652-10-080; 10-22-31-9652-10-090; 10-22-31-9652-10-100; and 10-22-31-9653-00-010
TRACT SIZE	53.48 gross acres (<i>overall PD</i>)
LOCATION	Generally located south of University Boulevard and west of Alafaya Trail.
REQUEST	A PD substantial change to convert 200,000 square feet of existing office entitlements into 30,000 square feet of commercial, while adding another 36,100 square feet, and thereby increasing commercial entitlements from 99,900 square feet to 166,000 square feet. Consistent with an existing Condition of Approval, the applicant is also seeking to reflect existing multi-family / student housing entitlements as "1,400 beds", in lieu of 350 units.
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>]. One hundred seventy-three (173) notices were mailed to those property owners in the notification buffer area. A community meeting was not required.

IMPACT ANALYSIS

Special Information

The Collegiate Village PD was originally approved in 1972 and has current development entitlements for 200,000 square feet of office uses, 99,900 square feet of retail commercial uses, 350 multi-family / student housing units, 688 multi-family / senior housing units, and 123 hotel rooms.

Through this PD substantial change, the applicant is seeking to convert 200,000 square feet of existing office entitlements into 30,000 square feet of commercial, while adding another 36,100 square feet, and thereby increasing commercial entitlements from 99,900 square feet to 166,000 square feet. In addition, and consistent with an existing Condition of Approval, the applicant is also seeking to reflect existing multi-family / student housing entitlements as "1,400 beds," in lieu of 350 units.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has underlying Future Land Use Map (FLUM) designations of Office (O), Commercial (C), and Medium Density Residential (MDR). The original PD was approved in 1972. Per CP Policy FLU8.1.5, PDs approved prior to the 1991 CP adoption are considered to be consistent with the CP.

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

Environmental Protection Division (EPD) staff reviewed the request but did not identify any issues or concerns.

Transportation / Concurrency

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.

Per CP Policy T2.2.9, this segment of Alafaya Trail is a designated multimodal corridor and is within the County's UCF/Alafaya Trail Pedestrian Safety Study. Thus, at time of DP, provide pedestrian/bicycle access (i.e. sidewalks) to connect the commercial development to the public right-of-way/sidewalk on Alafaya Trail.

Schools

This request would not result in any Orange County Public School impacts.

Parks and Recreation

Orange County Parks and Recreation staff reviewed the substantial change request, but did not identify any issues or concerns.

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 Collegiate Village Planned Development / Land Use Plan (PD/LUP) dated "Received July 19, 2016", subject to the following conditions:

1. Development shall conform to the Collegiate Village Planned Development / Land Use Plan (PD / LUP) dated "Received July 19, 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 19, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("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/LUP 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 construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water and wastewater system has been designed to support all development within the PD.
7. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated October 6, 2009, shall apply:
 - a. All acreages regarding conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a

Conservation Area Impact (CAI) Permit. Approval of this plan does not permit any proposed conservation impacts.

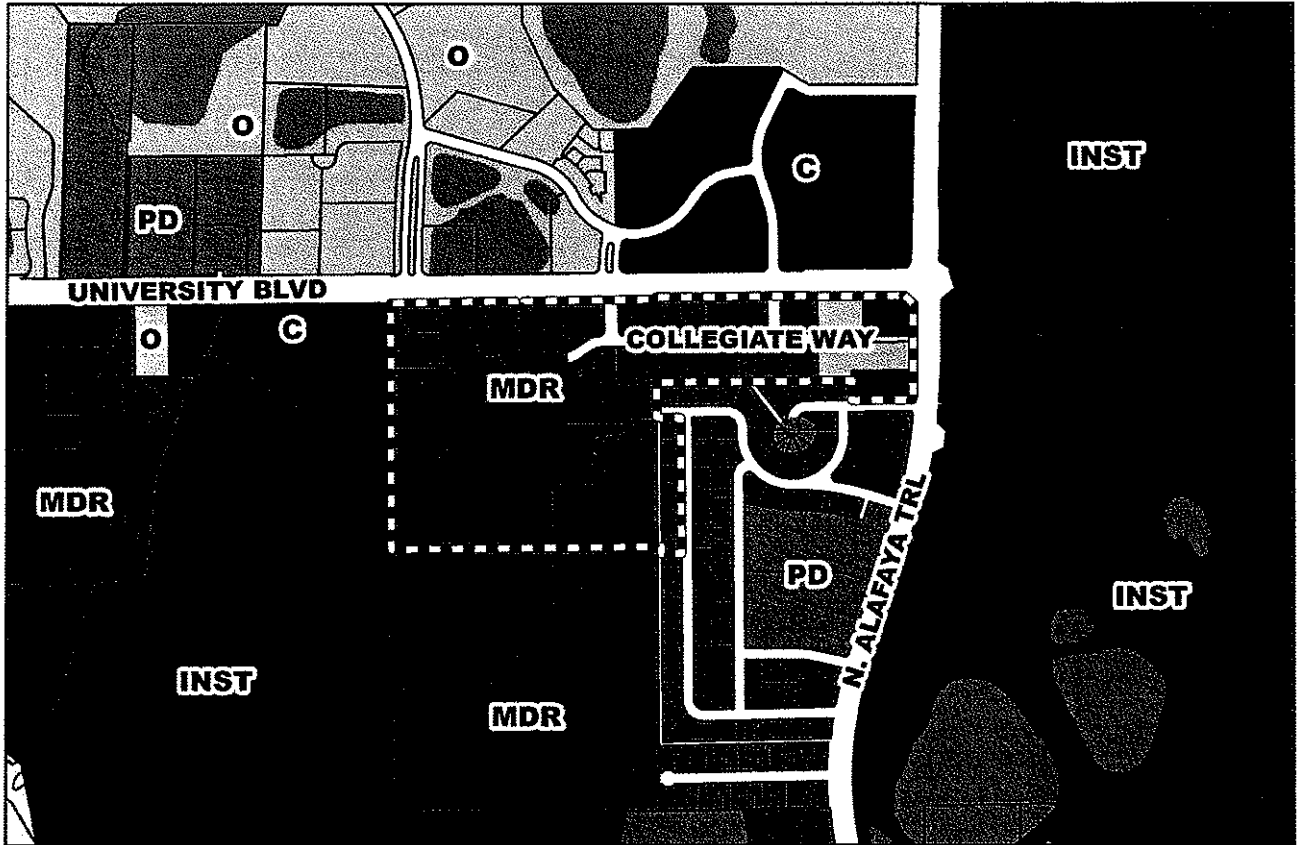
- b. Billboards and new pole signs shall be prohibited. Ground and fascia signs shall comply with the Master Sign Plan.
- c. Outdoor storage and display shall be prohibited.
- d. The Developer shall obtain water and wastewater service from Orange County Utilities.
- e. The applicant must apply for and obtain a capacity encumbrance letter or vested rights certificate prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to platting. However, 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 capacity encumbrance letter or a capacity reservation certificate.
- f. The (Covenants, Conditions, and Restrictions) CC&Rs for senior housing shall include language that at least one owner/resident shall be at least 55 years of age or older, and in no case shall there be any residents 18 years or under. In the event this project becomes market rate housing, it shall be deemed a substantial change, and a Capacity Enhancement Agreement (CEA) and compliance with school concurrency may be required.
- g. A waiver from Section 38-1272(5) is granted to allow a maximum building height of seventy-five (75) feet for the commercial and a maximum building height of one hundred fifty (150) feet for the office in lieu of fifty (50) feet.
- h. A waiver from Section 38-1254(1) is granted to allow a reduction of the PD boundary setback to ten (10) feet in lieu of twenty-five (25) feet.
- i. A waiver from Section 38-1258(d) is granted to allow a building height of sixty-five (65) feet for senior housing in lieu of three (3) stories / forty (40) feet.
- j. A waiver from Section 38-1476 is granted for senior housing to allow for a reduction of parking spaces to one (1) space per two (2) bedrooms in lieu of two (2) spaces per dwelling unit.
- k. This project is approved for Student Housing or Senior Housing. In the event that this project is developed as Student Housing, the following waivers are approved:
 - 1) A waiver from Section 38-1259(h) is granted to allow a height of sixty-five (65) feet for student housing in lieu of three (3) stories / forty (40) feet.
 - 2) A waiver from Section 38-1259(c) is granted to allow fourteen hundred (1,400) beds in lieu of seven hundred fifty (750) total bedrooms.

- 3) A waiver from Section 38-1476 is granted to allow a reduction of parking spaces to one (1) space per bed in lieu of one and a quarter (1.25) spaces per bed.
- 4) A waiver from Section 38-1259(d) is granted to allow for decorative fencing and/or landscaping with a two (2) to three (3) foot optional knee wall along the right-of-way in lieu of the required six (6) foot high masonry wall, brick wall, or block wall, along a right-of-way.
- 5) A waiver from Section 38-1259(b) is granted to allow for a twenty-five (25) foot single-family separation with buffer, fence, or landscaping in lieu of four hundred (400) feet.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (February 26, 2013)

Upon a motion by Commissioner Edwards, seconded by Commissioner Russell, and carried with all members voting AYE by voice vote, the Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by B. Todd Hudson, Hudson Engineering Associates, Inc., Collegiate Village Planned Development (PD) Land Use Plan (LUP), (Case #CDR-13-01-005), to eliminate condition of approval #3d from the January 24, 2012 Board of County Commission public hearing which states "excess parking shall not exceed 110% above the minimum required per Code," which constitutes a substantial change to the development on the described property; subject to conditions.

CDR-16-01-036



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Office (O), Commercial (C), and Medium Density Residential (MDR)

APPLICANT: William E. Burkett, Burkett Engineering, Inc.

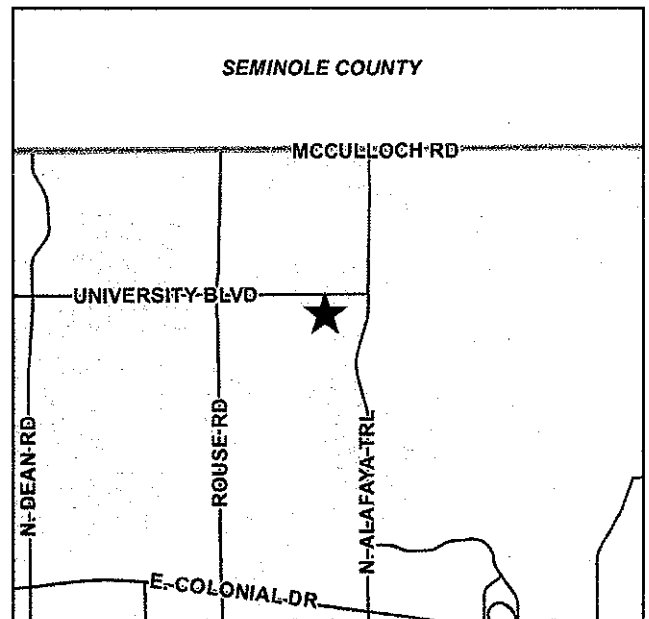
LOCATION: Generally located south of University Boulevard and west of Alafaya Trail

TRACT SIZE: 56.48 gross acres

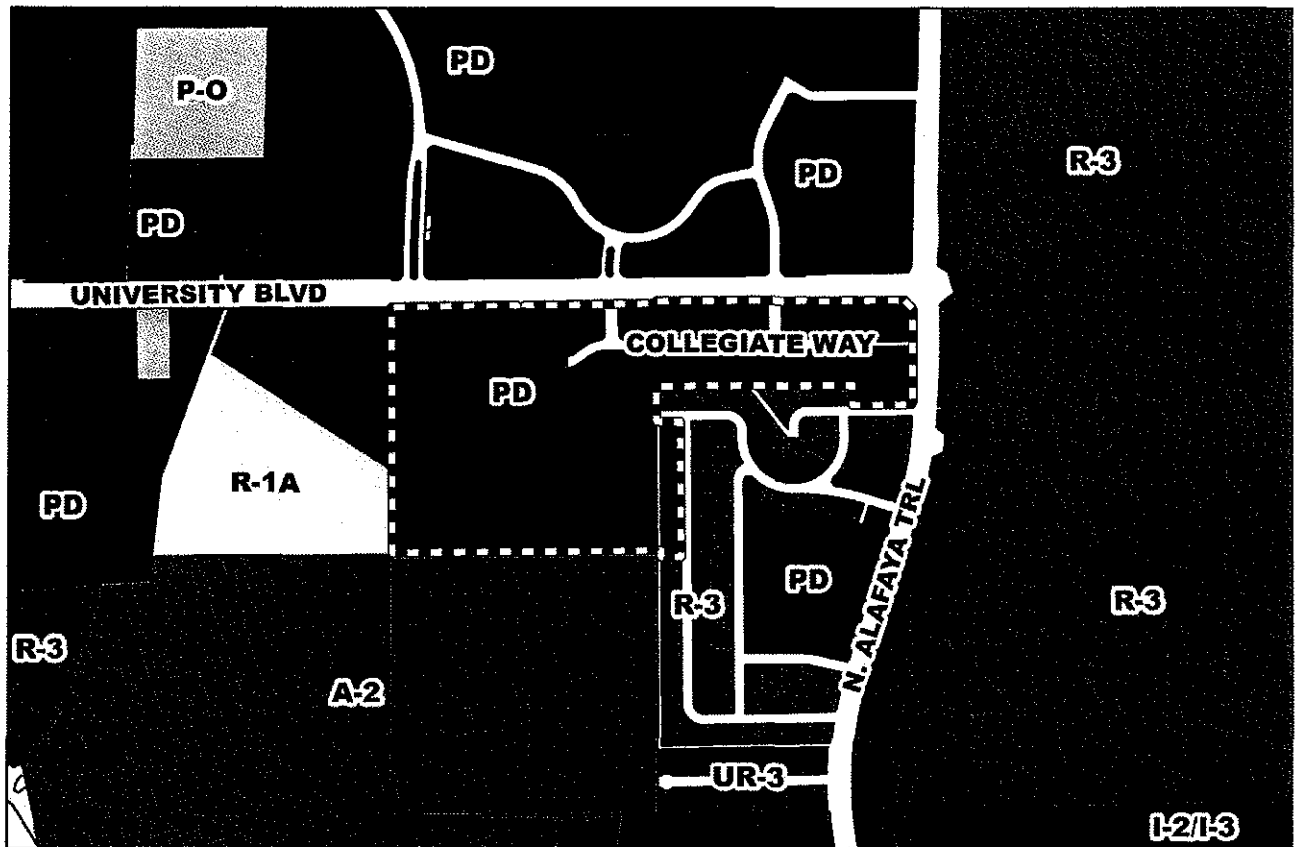
DISTRICT: # 5

S/T/R: 09/22/31, 10/22/31

1 inch = 833 feet



CDR-16-01-036



Subject Property

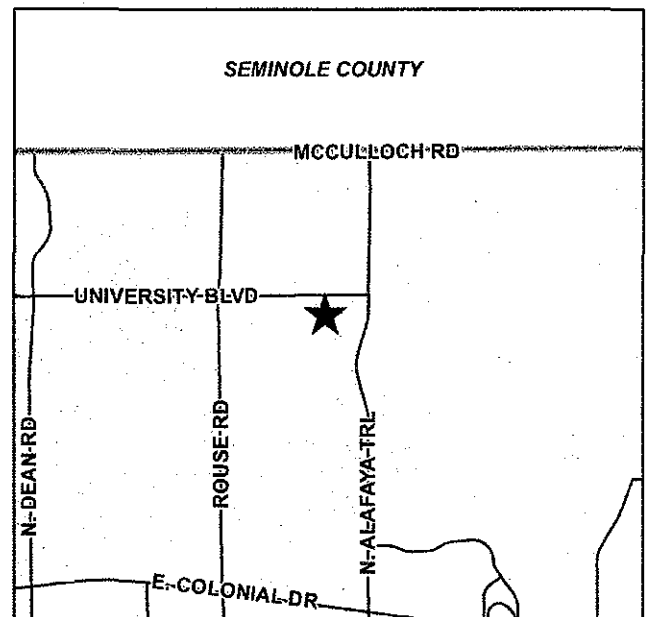


Subject Property

Zoning Map

ZONING: PD (Planned Development District)
APPLICANT: William E. Burkett, Burkett Engineering, Inc.
LOCATION: Generally located south of University Boulevard and west of Alafaya Trail
TRACT SIZE: 56.48 gross acres
DISTRICT: # 5
S/T/R: 09/22/31, 10/22/31

1 inch = 833 feet





COLLEGIATE VILLAGE PD

LAND USE PLAN

FOR

COLLEGIATE VILLAGE INN, INC.

TAX PARCEL ID NUMBERS:

09-22-31-0000-00-048	10-22-31-9652-10-100	09-22-31-1494-00-040
09-22-31-0000-00-059	09-22-31-0000-00-049	09-22-31-1494-00-050
10-22-31-9652-10-010	09-22-31-1495-01-000	09-22-31-1494-00-070
10-22-31-9652-10-020	09-22-31-1495-02-000	09-22-31-1494-00-080
10-22-31-9652-10-040	09-22-31-1494-00-110	10-22-31-0000-00-027
10-22-31-9652-10-060	09-22-31-1494-00-021	09-22-31-1494-00-060
10-22-31-9652-10-070	09-22-31-1494-00-010	10-22-31-9653-00-010
10-22-31-9652-10-080	09-22-31-1494-00-020	09-22-31-1494-00-100
10-22-31-9652-10-090	09-22-31-1494-00-030	

SHEET INDEX

1. COVER SHEET
2. SYMBOLS AND ABBREVIATIONS
3. NOTES SHEET
4. SITE PLAN

Burkett
engineering

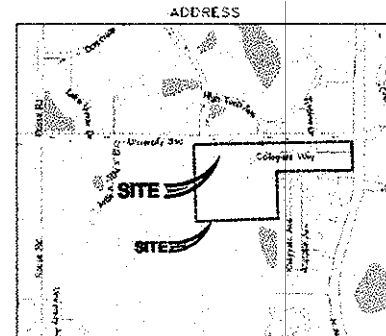
CIVIL ENGINEERING
CONSULTANTS

105 E. Robinson Street, Suite 501 Orlando, Florida 32801
(407) 246-1200 Fax (407) 246-0423
www.burkettengineering.com

CASE NUMBER:
CDR-16-01-036

Orange County, Florida
April, 2016

LOCATION MAP



Collegiate Village PD / LUP (Cover Sheet)

Orange County Planning Division
BCC Hearing Date: September 20, 2016

DRC Staff Report

RECEIVED

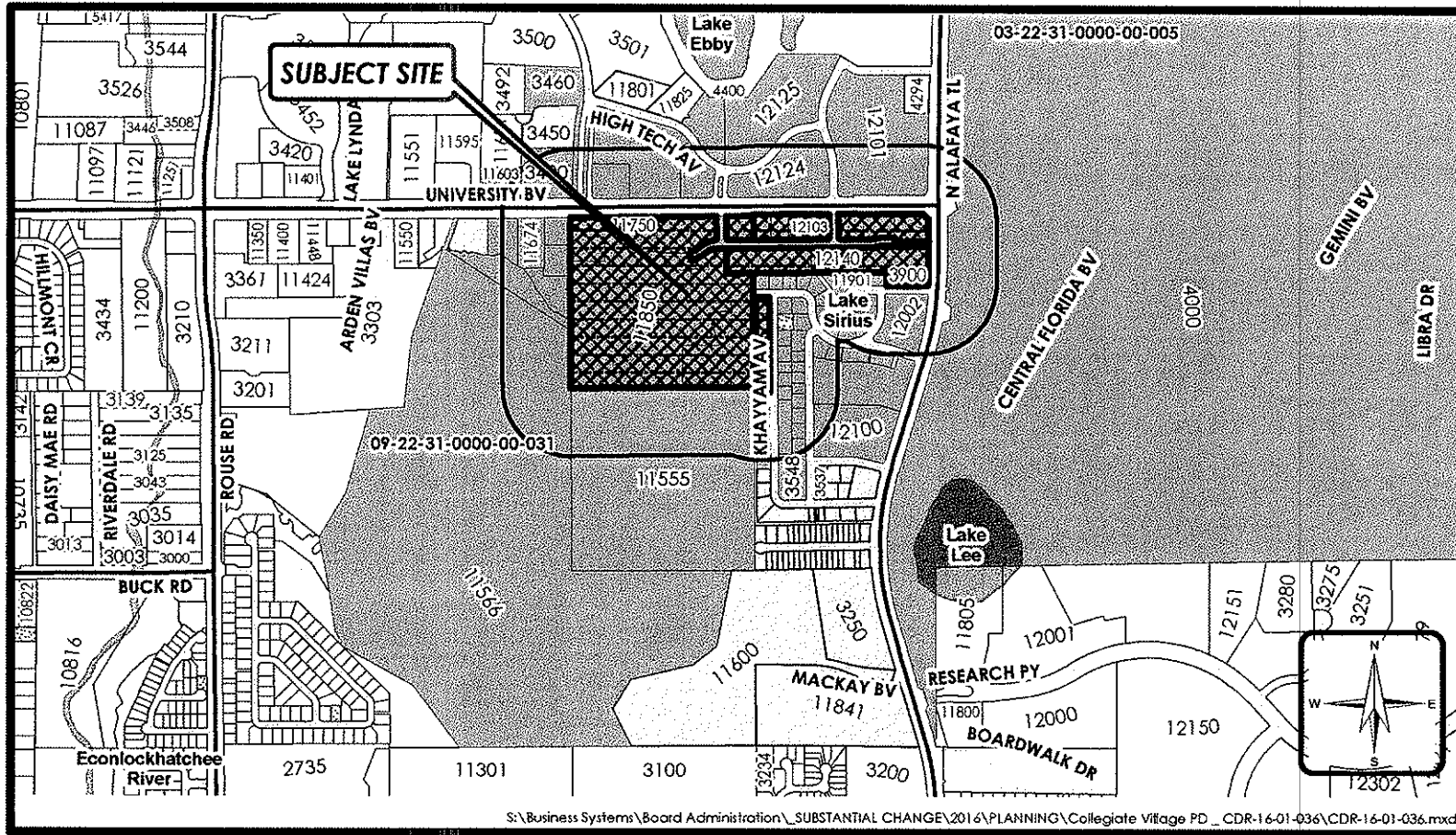
By The Development Review Committee (DRC) Office at 4:18 pm, Jul 19, 2016





Public Notification Map

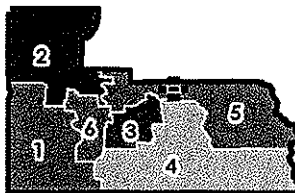
Collegiate Village PD_ CDR-16-01-036
500 FT BUFFER, 173 NOTICES



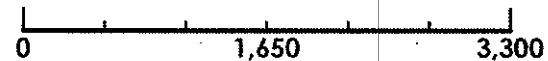
S:\Business Systems\Board Administration\SUBSTANTIAL CHANGE\2016\PLANNING\Collegiate Village PD_ CDR-16-01-036\CDR-16-01-036.mxd

MAP LEGEND

	Collegiate Village		NOTIFIED PARCELS
	500 FT BUFFER		COURTESY SELECTION
	HYDROLOGY		PARCELS



1 inch = 1,042 feet
Feet



Notification Map

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: September 20, 2016



Interoffice Memorandum

September 8, 2016

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: September 20, 2016 – Public Hearing
Dwight Saathoff, Project Finance & Development, LLC
The Grow Planned Development - Regulating Plan (PD-RP)
Case # LUP-16-01-002 / District 5

The Grow PD-RP contains 1,189.8 gross acres, and is generally located north of East Colonial Drive, south of Lake Pickett Road, east of South Tanner Road and west of Chuluota Road. The subject property is also located within the Lake Pickett Study Area, and as adopted by the Board of County Commissioners (BCC) on July 12, 2016, is designated "Lake Pickett" on the Future Land Use Map (FLUM).

With this request, the applicant is seeking to rezone the subject property from A-2 (Farmland Rural District); R-CE-5 (Rural Country Estate Residential District); and PD (Planned Development District) to PD (Planned Development District) in order to provide for a mixed-use project consisting of up to 2,078 residential dwelling units and 172,000 non-residential square feet. The project would also feature an elementary school, community park, community gardens, working farms, and an equestrian facility.

Consistent with recently adopted Lake Pickett Comprehensive Plan provisions, the project is based on a transect-based development framework with compact and pedestrian-oriented neighborhoods organized centered around community amenities, open space or other focal points. The proposed community gardens and working farms also reflect the rural and agricultural cultural heritage of surrounding communities, while implementing best management practices for sustainable farm-to-table living.

The goal of the project, as described by the applicant, is to create a dynamic, healthy walkable community connecting neighborhoods in a natural and socially engaging environment. Each internal neighborhood has been designed to contain a mixture of

housing types and lot sizes. In addition to residential uses, the project includes up to 237,000 square feet of non-residential uses including, but not limited to, office, retail, restaurant and community center in the vicinity of East State Road 50.

The Grow PD-RP received recommendations of approval from the Development Review Committee (DRC) and Planning and Zoning Commission (PZC) on March 23, 2016 and April 21, 2016, respectively. As summarized in the attached staff report, three (3) community meetings were also held for this application on April 28, 2015, May 12, 2015, and June 2, 2015. On July 12, 2016, the BCC continued this request to September 20, 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 Grow Planned Development / Regulating Plan (PD-RP) dated "Received June 7, 2016" [as modified to address issues raised at the April 21, 2016 Planning and Zoning Commission (PZC) public hearing], subject to the conditions listed under the PZC Recommendation in the Staff Report. District 5**

Attachments

GENERAL INFORMATION

APPLICANT Dwight Saathoff, Project Finance & Development, LLC

OWNERS Banksville of Florida, Inc.; Nivesa of Florida, Inc.; New Ideas, Inc. and Margot H. Lopez

PROJECT NAME The Grow Planned Development / Regulating Plan (PD/RP)

HEARING TYPE Planned Development / Regulating Plan (PD / RP)

REQUEST **A-2** (Farmland Rural District);
R-CE-5 (Rural Country Estate Residential District); and
PD (Planned Development District) to
PD (Planned Development District)

A request to rezone 1,189.8 gross and 835 developable acres from A-2, R-CE-5, and PD to PD for a mixed-use project consisting of up to 2,078 residential dwelling units, 172,000 non-residential square feet; and featuring an elementary school, community park, community garden, working farm, and equestrian facility. A proposed PD Regulating Plan (RP) depicts four (4) Transect Zones & Development Standards; Adequate Public Facility (APF) lands; Neighborhood Boundaries; Community Focal Points, Street Typologies & Cross-Sections; Intersection Density & Connectivity Measures; and Green Infrastructure components. Finally, the request is associated with an APF Agreement addressing the location, size, and timing of conveyance for various APF lands.

LOCATION Generally located north of East Colonial Drive, south of Lake Pickett Road, east of South Tanner Road and west of Chuluota Road.

PARCEL ID NUMBERS 08-22-32-0000-00-005; 18-22-32-0000-00-001;
19-22-32-0000-00-001; 20-22-32-0000-00-002;
18-22-32-0000-00-025; and 17-22-32-0000-00-002

TRACT SIZE 1,189.8 gross acres
835.0 developable acres

PUBLIC NOTIFICATION The notification area for this public hearing extended well beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Three hundred sixty-six (366) notices were mailed to those property owners in the mailing area. Three (3) community meetings were also held for this

request on April 28, 2015; May 12, 2015; and June 2, 2015
(see community meeting summaries below).

PROPOSED USE

2,078 residential dwelling units, 172,000 non-residential square feet; and an elementary school, community park, community garden, working farm, and equestrian facility.

STAFF RECOMMENDATION

Development Review Committee – (March 23, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Grow Planned Development – Regulating Plan (PD-RP) dated "Received April 14, 2016", finalization of the CEA and APF Agreements, and the following conditions of approval:

1. Development shall conform to The Grow Planned Development / Regulating Plan (PD/RP) dated "Received April 14, 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 Regulating 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 Planned Development / Regulating Plan (PD/RP) dated "Received April 14, 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 regulating 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. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this regulating plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
7. The applicant must provide documentation confirming payments for improvements to SR 50 and Chuluota Road as outlined in the road network and mitigation agreement. Documentation required prior to plat approval.
8. 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.

9. 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.
10. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
11. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
12. A Lake Pickett Study Area Transmission Systems Master Utility Plan (MUP) shall be submitted to Orange County Utilities prior to approval of the first PSP/DP within the Lake Pickett Study Area. The Transmission Systems MUP shall include demands for the entire Lake Pickett Study Area, and shall include water, wastewater and reclaimed water transmission systems layouts, sizing, and supporting hydraulic calculations.
13. 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 PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved Lake Pickett Study Area Transmission Systems MUP, or shall include an update to the Transmission Systems MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
14. The Developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Lake Pickett Study Area. Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Lake Pickett Study Area Transmission Systems MUP.
15. Prior to any construction plan approval within The Grow PD, all property owners within The Grow PD, excluding public entities, shall be required to enter into an agreement between the parties addressing their proportionate share of funds for the costs of the off-site and on-site master utilities sized to serve the Lake Pickett Study Area. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement, provided master utilities sized to serve the Lake Pickett Study Area are constructed.
16. Payment of 500 ERUs (wastewater) and 500 ERCs (water) are due prior to construction plan approval for the first construction plan set within the Lake Pickett Study Area.

17. 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.
18. An APF tract for a reclaimed water facility within The Grow PD shall be dedicated to the County prior to approval of the first construction plan set within The Grow PD. The dimensions and location of the tract shall be finalized prior to approval of the first PSP or DP within The Grow PD. The tract shall have a net developable size of at least three acres and a minimum width of 300 feet. The tract shall be located no more than 1,000 feet from a public road with a 30-foot minimum width utility access easement or tract connection to public right-of-way. The access and developable tract area shall be located outside of wetlands, buffers, and easements, and shall have an elevation above the 100-year flood plain.
19. As proof of satisfaction of the project's transportation concurrency obligations, the project must comply with that certain ROAD NETWORK AND MITIGATION AGREEMENT (The Grow (a/k/a Lake Pickett South) S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road. Agreement recorded at O.R. Book _____, Page _____, 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.
20. Development within each PD/RP Transect Zone shall be consistent with the prescribed residential density and non-residential intensity (Floor Area Ratio) criterion outlined in Policy FLU6.8.2.
21. The following Education Condition of Approval shall apply:
 - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of 05/24/2016.
 - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 36 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
 - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper,

unconstitutional, or a violation of developer's rights.

- d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
 - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
22. School Site requirement can only be satisfied by provision of a site for an Orange County public school; Charter schools, while not prohibited, may not be used to satisfy such requirements.
23. Development Rights on the Working Farm Parcel, other than for farming and related recreation uses, shall be dedicated to Orange County.
24. Lake Pickett road rights-of-way shall be conveyed to County prior to or concurrently with County's approval of the plat or no later than 60 days after County's written demand for conveyance, whichever comes first.

IMPACT ANALYSIS

Land Use Compatibility

The proposed PD (Planned Development District) zoning would allow for a transitional land use pattern, to ensure that development is compatible with the surrounding rural area. The proposed mixed use development program consists of up to 2,078 residential dwelling units, 172,000 non-residential square feet; and features an elementary school, community park, community gardens, a working farm, and an equestrian facility. The project will also incorporate conservation best management practices, neighborhood design principles, interconnected open space systems, and streets with a strong pedestrian/bicycle orientation. The proposed transect zones provide a predictable transitional development pattern, whereby lower densities and intensities are located near a project perimeter that abuts existing rural areas; and where higher densities and intensities are located within internally portions of the project or along E. Colonial Drive.

Comprehensive Plan (CP) Consistency

The property has an underlying Future Land Use Map (FLUM) designation of Lake Pickett (LP). The proposed development program is consistent with the LP FLUM designation and the CP provisions listed below.

FLU1.4.2 Orange County shall ensure that land use changes are compatible with and serve existing neighborhoods.

GOAL FLU 6 PROTECTION OF RURAL LAND RESOURCES AND OTHER ASSETS. The County will promote the management of manage land uses within the Rural Service Area, including agricultural lands,

historic resources, the Lake Pickett Study Area, and Rural Settlements, together with environmental lands, natural resources and the Wekiva Protection Area environmental lands including the Wekiva Area, historic resources and Rural Settlements, so as to conserve these assets and their values.

OBJ FLU6.8

LAKE PICKETT FUTURE LAND USE DESIGNATION. The Lake Pickett (LP) Future Land Use Map designation may only be applied to the area located north of East Colonial Drive, south of the Orange County boundary line, east of South Tanner Road and/or the Econlockhatchee Sandhills Conservation Area, as applicable, and west of Chuluota Road, excluding land within Rural Settlements, which is depicted on Map 22 of the Future Land Use Map series – Lake Pickett Study Area. This Objective shall be implemented through the following development framework policies.

The LP designation manages the transition of development from surrounding rural neighborhood densities and preservation areas to more dense development clustered towards the center of the Lake Pickett Study Area. Transition is provided through compatibility measures such as perimeter treatments and preservation of natural systems/habitats.

Compatibility is ensured on LP designated lands through the use of Transect Zones, conservation best management practices, neighborhood design principles, interconnected open space systems, and streets with a strong pedestrian/bicycle orientation. Transect Zones allow development to occur by gradually transitioning from less to more dense development. Each Transect Zone shall have a stated density unique to that Transect, and each series of Transect Zones shall build upon each other from the least dense Transect to the most dense Transect. Transect Zones allow contiguous rural character to be preserved which may include like-to-like lot configurations along the boundary.

Nothing in these policies is intended to supersede Orange County's existing environmental regulations contained in Chapter 15, Articles X and XI, Orange County Code of Ordinances.

FLU6.8.1

Lake Pickett Guiding Principles. All future development within the Lake Pickett Study Area depicted on Map 22 of the Future Land Use Map series shall adhere to the following guiding principles:

- Preserve the rural lifestyle and character of existing communities through design, integration and preservation of natural resources, amenities such as shared community gardens and greenhouses and other low impact agricultural uses, parks and play spaces, and areas promoting community congregation, fitness and well-being.

- ~~Manage natural, open space and community areas by:~~

- a) Preserving *Natural Areas*, which include but are not limited to lands governed by Chapter 15, Articles X and XI of the Orange County Code, by protecting native species, habitat, and water quality, and other natural resources in accordance with all applicable governmental regulations;
 - b) Providing *Open Space Areas* for the preservation of green space and community character through agricultural lands, upland and wetland buffers, outdoor sports fields, parks, pathways and trails that connect to existing and proposed county/state trail systems, and cultural, artistic, and open non-walled structures, which promote gathering and outdoor community activity;
 - c) Constructing *Community Space Areas* containing public amenities, such as community buildings, indoor sports facilities, agricultural facilities, education centers, child care facilities, and similar built environment facilities that promote intercommunity congregation, healthy living and personal enrichment.
- Implement a “complete streets” philosophy by identifying, creating and constructing an interconnected network for all users and all modes of transportation, consistent with, and appropriate to, the neighborhood design and community character.
 - Use Transect Zones to govern development intensities and densities within neighborhoods.
 - Provide a transition between existing development, which is rural in character and located along the perimeter of the community, and more intense uses within the Lake Pickett Study Area. Such transition shall be provided through the treatment of edges based upon the context, character, and scale of adjacent development.
 - Create a mix of walkable neighborhoods organized around centralized focal points that serve as neighborhood destinations. Each neighborhood shall provide a mix of housing types and/or lot sizes and community space areas, as defined in Policy FLU6.8.1 (c).

FLU6.8.2

Transect Zones. Development densities and intensities within each Lake Pickett community and neighborhood shall be governed through the use of Transects, which will define a series of zones that transition from the rural edge to the denser core. The Transect Zones provide the basis for neighborhood structure, which requires walkable streets, mixed use, transportation options, and housing

diversity. The Transect Zones vary by the ratio and level of intensity and density of their natural, built, and social components. Average densities associated with Transect Zones are determined by dividing the total number of units within a Transect Zone by the net developable area of such Transect Zone. The net developable area is defined in FLU1.1.2(C). Each of the Transect Zones is described below:

- **T1 Natural/Wetland:** Consists of natural lands including land unsuitable for settlement due to topography, hydrology, conservation area designation, habitat corridors, or listed species (plant or animal) habitat protection areas. The T1 Natural Zone shall be applied to areas that will remain undeveloped and/or designated for agriculture use, passive recreation, conservation, or related activities, buffer zones that have been permanently protected from development, and areas previously conveyed to a state or local agency for protection.
- **T2 Rural:** Consists of sparsely settled lands in open or cultivated states and allows for compatibility with natural and rural areas. The T2 Rural Zone shall serve as a link between existing Rural Settlements or agricultural uses, and higher density neighborhoods within each Lake Pickett community. To provide compatibility with the adjacent developed areas, the T2 Rural Zone may include like-to-like type density buffers, such as matching lot widths, as further defined in Policy FLU6.8.3. Where large single family lots are used as a buffer or transition between existing and proposed development, the lots within the transition area shall include additional building setbacks along the perimeter of the development to remain undeveloped. The average density of development shall not exceed 2 DU/acre.
- **T3 Edge:** Consists of lands with predominantly single-family detached residential uses within walkable neighborhoods but may also include central focal point uses, community buildings, and community gardens and parks. Rear loaded attached single-family uses may be permitted when located either proximate to T4 Center Zone, on the community loop or spine road, or adjacent to central focal points that are located at least 250 feet away from the T2 Rural Zone. Development shall not exceed an average density of 5 DU/acre, a maximum FAR of 0.25, or a combination thereof.
- **T4 Center:** Consists of lands developed with a mix of residential (single-family attached, detached, and vertically integrated uses) and non-residential uses, including commercial, office, service, and civic uses that serve a Lake Pickett community, as well as the surrounding area. A minimum average density of 5DU/acre, and a maximum average density

of 12 DU/acre shall be provided within all designated residential tracts. A maximum FAR of 1.0, shall be provided within all non-residential tracts. Higher density residential uses, as well as commercial, office, and service uses, shall be located in the most southerly portion of Lake Pickett Study Area, adjacent to SR 50. Multi-family complexes shall be prohibited.

FLU6.8.3

Transition. Transitional treatment of the edges of the Lake Pickett Study Area, that is contextual, is critical for achieving compatibility with existing adjacent development. Transition should be accomplished through any one or more of the following mechanisms.

- Lands located along the perimeter within the Lake Pickett Study Area shall be compatible with adjacent lands outside of the Lake Pickett Study Area, with the exception of the Econlockhatchee Sandhill Conservation Area.
- Substantial buffers consisting of Florida native plant species, as required by Chapter 15 Article XI of the Orange County Code, shall be used to replace or enhance perimeter transition treatment and shall be provided along Lake Pickett Road and South Tanner Road to preserve existing rural view sheds or create a visual buffer from the proposed development within Lake Pickett communities. The buffer along Lake Pickett Road shall average 200 feet in width on each side, and in no case shall such buffer be less than 100 feet. The buffer along South Tanner Road shall be a minimum of 100 feet in width. Buffers shall be developed in conjunction with a Lake Pickett Planned Development Regulating Plan (PD-RP) and shall be depicted as T1 Natural/Wetland Zone on the Conceptual Regulating Plan. All buffers within each community, excluding rights-of-way maintained by Orange County, shall be designated on a PD-RP as tracts and maintained by an Homeowners Association, or a similar type of organization.
- To ensure preservation and to enhance protection of lands located north of the Lake Pickett Study Area, including the East Rural Area of Seminole County, a minimum of 300-foot buffer shall be provided along the County boundary line and designated as T1 Natural/Wetland Transect Zone on a Conceptual Regulating Plan. Such buffer can serve as a wildlife corridor.
- Additional compatibility measures, including site design standards, shall be determined during the PD rezoning process and included on a Lake Pickett PD-RP.

FLU6.8.7

Agriculture. Low intensity agricultural uses, consisting of agricultural lands and agricultural facilities, may be established to

promote community interaction, facilitate fitness and healthy lifestyles, provide recreation and education, and preserve rural character.

Agricultural uses may include activities such as those permitted within the A-R (Agricultural-Residential) Zoning District, as well as equestrian facilities and lands. The use or sale of harvested produce for on or off-site restaurants and farmer's markets shall be allowed.

FLU6.8.8 **Communities.** Subject to approvals, there may be two communities within the Lake Pickett Study Area; one to the north of Lake Pickett Road and another community south of Lake Pickett Road. While each community can be designed to meet the development standards outlined below independently, connectivity between the two communities shall also be provided using local street design and trail concepts that facilitate access but discourage cut-through traffic between communities.

FLU6.8.9 **Neighborhoods.** All development within each of the Lake Pickett communities shall be organized as neighborhoods designed around a centralized focal point, park, community garden, community center, civic building/use, day care facility, or a similar type of use. Each neighborhood shall provide for a mix of housing styles and/or lot sizes, be walkable in character, and limited to 125 acres. All neighborhood development shall generally be located within a ¼-mile distance from the centralized focal point. Centralized focal points shall average a minimum of 1 acre in size, and be connected to trails or complete streets and, to the extent possible, to all other focal points in the community, as well as schools and community parks. Focal points may include lands that are part of the open space and community space systems.

FLU6.8.10 **Community Centers.** Development within the T4 Center Transect Zone may include community center(s) incorporating non-residential (neighborhood-commercial and office) uses and civic facilities that are larger in size than those accommodated within the community space areas. The community centers shall be compatible with the surrounding residential uses, and their performance standards shall be outlined on a Lake Pickett PD-RP.

FLU6.8.11 **Street Network.** All streets in Lake Pickett communities shall be designed and operated for all users, including pedestrians, bicyclists and motorists. All streets shall have a pedestrian orientation and may include on-street parking and/or bike lanes.

At a minimum, street typology shall consist of collector streets and local neighborhood streets. Additional street types may be proposed on a Conceptual Regulating Plan. Street typology and cross-sections shall be finalized on a Lake Pickett PD-RP. Connectivity between the two communities shall be provided by a minimum of

two connection points as full intersections between Lake Pickett Road and two lane local streets, consistent with FLU6.8.8.

FLU6.8.12

Interconnectivity. Each Lake Pickett community shall provide a street network that supports vehicular, bicycle, and pedestrian modes of transportation while discouraging cut-through traffic within the neighborhoods. The connectivity measure shall be provided on a Lake Pickett PD-RP as identified in FLU 6.9.2.

To provide continuous circulation systems for pedestrians, bicyclists and automobiles, unconnected streets (culs-de-sac, T turnarounds and dead ends) shall be avoided. In places where an unconnected street cannot be avoided, pedestrian and bicycle connectivity shall be provided with a through-connection designed into the street.

Street connections shall be made between adjacent developments and neighborhoods to continue the interconnected transportation network.

FLU6.8.15

Neighborhood Schools. Public schools shall be a permitted use in the LP future land use designation. The Conceptual Regulating Plan for each Lake Pickett community shall depict a reserved school site for Orange County Public Schools. An adopted Lake Pickett PD-RP shall contain the following school facilities:

- Lake Pickett community north of Lake Pickett Road: One middle school or K-8 school;
- Lake Pickett community south of Lake Pickett Road: One elementary school

School sites shall be located in accordance with the County's Public School Siting Regulations, as may be amended from time to time, and shall be sited in each community in coordination with, and approval from, Orange County Public Schools (OCPS). To be eligible for school impact fee credits at a value not to exceed \$58,000 per acre, the school sites shall be located in an area of the community to provide functional access for all users, including pedestrians, bicyclist and motorists of all ages, and shall be served by the trail network and at least two (2) full access points or connections to collector or local streets within each community. The school sites shall be included in the Master Stormwater Plan and provide offsite stormwater retention satisfying the applicable needs for the school. Prior to the conveyance of the school site to Orange County Public Schools, the school site shall be free of all hazardous materials or endangered species. Connections to adequate infrastructure for electric, central water with sufficient fire flow not to exceed 3,200 gallons per minute, wastewater and reclaimed water transmission and collection in accordance with the requirements of Orange County Public Schools and the Master Utility Plan, shall be

provided at the property boundary to the school sites prior to conveyance of the school sites. If these conditions are not met, school impact fee credits will be valued at a maximum of \$28,000 per acre.

Sites shall be conveyed to OCPS in accordance with the Capacity Enhancement Agreement (CEA), which shall be fully executed prior to approval of the LP Future Land Use Map (FLUM) Amendment.

OBJ FLU6.9

Lake Pickett Future Land Use Map (FLUM) Amendment and Conceptual Regulating Plan (CRP) and Lake Pickett Planned Development Regulating Plan (PD-RP). Development approval of a community within the Lake Pickett Study Area shall require an LP Future Land Use Map designation, public outreach, an approved Transportation Term Sheet or other transportation mitigation framework presented to and reviewed by the Board of County Commissioners and corresponding Agreement(s) for provision of infrastructure, and an approved Lake Pickett PD-RP, which determines the adopted boundaries and location of the Transect Zones. The proposed Transect Zone locations shall be illustrated on a Conceptual Regulating Plan (CRP) during the FLUM amendment process and finalized on an approved Lake Pickett PD-RP.

FLU6.9.1

Lake Pickett Future Land Use Map Amendment. Requirements for all Lake Pickett Future Land Use Map Amendments include, but are not limited to, submittal of a draft Conceptual Regulating Plan, a proposed development program, a justification statement, an OCPS Consistency Determination Application, a Transportation Study, and the proposed community meeting schedule, shall be met at the time of submittal. Depending on the circumstances of the LP application, additional information may be required for transportation, utilities, drainage or other pertinent data as determined by Planning Division staff. Requirements shall include the following:

- **Conceptual Regulating Plan (CRP):** A CRP, a general and illustrative representation of the proposed development and location of transects, is precursory to a Lake Pickett PD-RP. A CRP shall be provided during the transmittal process, and shall be refined throughout the review process. The following items shall either be depicted on a CRP or included as an attachment:
 - A. General location of Transect Zones
 - B. General location and types of the proposed agricultural uses (if applicable), natural areas, and transitional treatments
 - C. General location of neighborhoods based on ¼-mile radius pedestrian sheds
 - D. Location of existing and planned major roadways, trails or other transportation modes

- E. Location of potential and required connections, including external connections to adjacent roadways and those between the two Lake Pickett communities, and required internal connections between neighborhoods
- F. General location of public school sites and a copy of the application for a Capacity Enhancement Agreement with Orange County Public Schools
- G. Net developable land area for the project and for each of the Transect Zones
- H. Overall proposed community development program
- **OCPS Capacity Enhancement or Mitigation Agreement:** Prior to adoption of the FLUM amendment, a Capacity Enhancement Agreement (CEA) shall be approved and fully executed by Orange County Public Schools that mitigates the impact of the LP designation on the public school system. The CEA shall address the procedure for conveying the school sites to OCPS and address APF requirements. The value of the school site shall not exceed \$58,000.00 per acre, and the school site must meet all Orange County Public Schools requirements to receive this value.
- **Transportation Analysis:** The traffic study shall be coordinated with the Orange County Transportation Planning Division and submitted in accordance with the deadlines for the associated LP FLUM amendment. The traffic study will be part of the data and analysis for the requisite adoption of a Term Sheet or transportation mitigation framework presented to and reviewed by the Board of County Commissioners and corresponding Transportation Network Agreement(s) required with the Board of County Commissioners Comprehensive Plan adoption public hearing.
- **Justification and Consistency:** The justification statement shall identify relevant Comprehensive Plan policies and explain how the proposed request is consistent with the identified policies. Any privately-initiated text amendment(s) related to the application shall also be included and explained as part of the justification statement. Proposals for privately-initiated text amendments also shall include an evaluation of consistency with the Comprehensive Plan.
- **Infrastructure and Public Services:** Development within the Lake Pickett Study Area shall be subject to the requirements of the Orange County's Concurrency Management Ordinance, as amended, unless a separate agreement has been entered into with the County to establish an alternative method for addressing development impacts. Provision of land, connection,

and access will be made to accommodate the siting and operation of utility and emergency services facilities, conveyances, and equipment accordingly.

- **Community Meetings/Public Participation:** A minimum of two community meetings/public workshops shall be held. All workshops are subject to the County's notification requirements. The County maintains the discretion to require additional community meetings/workshops as part of the application review process.

OBJ FLU8.2

COMPATIBILITY. Compatibility will continue to be the fundamental consideration in all land use and zoning decisions. For purposes of this objective, the following policies shall guide regulatory decisions that involve differing land uses.

FLU8.2.1

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.

FLU8.2.11

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.

FLU8.1.4

The following table details the maximum densities and intensities for the Planned Development (PD) and Lake Pickett (LP) Future Land Use designations that have been adopted subsequent to January 1, 2007.

Amendment Number	Adopted FLUM Designation	Maximum Density / Intensity	Ordinance Number
2015-2-A-5-1 The Grow	LP	Up to 172,000 sq. ft. of non-residential uses and 2,078 residential dwelling units	2016-

Such policy allows for a one-time cumulative density or intensity differential of 5% based on ADT within said development program.

Additional CP Policy Amendments

FLU1.1.4 In addition to FLU1.1.2(B), permitted densities and/or intensities for residential and non-residential development can be established through additional Future Land Use designations. Density and Floor Area Ratio (FAR) calculation shall be defined as the language specified in Future Land Use Element Policy FLU1.1.2(C). The Future Land Use and Zoning Correlation is found in FLU8.1.1.

H. RURAL, LAKE PICKETT AND RURAL SETTLEMENT RELATED – These Future Land Use designations can be applied only to areas outside the County's Urban Service Area. Uses such as agricultural or agricultural-related activities predominate. These Future Land Use designations also are appropriate for locations in which residents prefer a rural lifestyle with limited services.

FLUM Designation	General Description	Density / Intensity
Rural – Rural Service Area		
Rural/Agricultural (R)	Rural promotes long-term viability of agricultural uses as an economic asset while allowing single family residential on large lots. Compatible non-residential activity may be related to agribusiness.	1 DU/10 AC
Rural Settlement related		
Rural Settlement 1/5 (RS 1/5)	RS 1/5 recognizes and preserves existing development patterns, provides for a rural residential lifestyle, and manages the transition of rural areas near the USA.	1 DU/5 AC
Rural Settlement 1/2 (RS 1/2)	Similar to above but the acreage required is less.	1 DU/2 AC
Rural Settlement 1/1 (RS 1/1)	Similar to above, but lots once again are smaller size.	1 DU/1 AC

Rural Settlement Low Density (RSLD 2/1)	RSLD is intended to recognize existing development patterns and rural and suburban lots at 2 DU/AC. However, this category may be suited for new residential projects abutting urban development in adjacent municipalities.	2 DU/1 AC
Lake Pickett (LP)	The LP designation provides for a transition of development from surrounding rural neighborhood densities and preservation areas to more dense development towards the center of the Lake Pickett Study Area. Transition is provided though compatibility measures.	Transect-based; Densities/intensities established on a Conceptual Regulating Plan

The following are footnotes applicable to the above tables related to FLU1.1.4.

FAR – Floor Area Ratio: The amount of permitted, developable floor area of a building to the area of the lot.

ISAR – Impervious Surface Area Ratio: Ratio of impervious surface area to area of the affected wetland or recreation, as applicable. Commonly referred to as impervious coverage.

*** Any area outside the impervious surface areas of a conservation area shall remain undisturbed in a natural state. Furthermore the encroachments shall be limited to restrictions in C1.4.1 of the Conservation Element. (Added 8/92, Ord. 92-24; Amended 5/03, Ord. 03-03; Amended 10/03, Ord. 03-15, Policy 1.1.12-r)

FLU6.1.1

The Future Land Use correlation for the Rural Service Area is:

<i>Future Land Use</i>	<i>Zoning</i>
Rural /Agricultural (1 DU/10 AC)	A-1, A-2, A-R, R-CE
Lake Pickett (LP)	Lake Pickett-Planned Development Regulating Plan (PD-RP)

FLU8.1.1

(a) The following 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 and Floor Area Ratio (FAR) calculation shall be defined as the language specified in Future Land Use Element Policy FLU1.1.2(C). Orange County's Zoning and Future Land Use Correlation is referenced herein as follows:

Zoning and Future Land Use Correlation		
<i>FLUM Designation</i>	<i>Density/Intensity</i>	<i>Zoning Districts</i>
Urban Residential		
Low Density Residential (LDR)	(0 to 4 du/ac)	R-CE* R-1, R-2**, R-1A, R-1AA, R-1AAA, R-1AAAA, R-T-1, R-T-2, R-L-D, PD, U-V * R-CE is not available as a rezoning request in USA.
Low-Medium Density Residential (LMDR)	(0 to 10 du/ac) + workforce housing bonus	R-1, R-2, R-T, R-T-1, PD, U-V
Medium Density Residential (MDR)	(0 to 20 du/ac) + workforce housing bonus	R-3, R-2, UR-3, PD, U-V
High Density Residential (HDR)	(0 to 50 du/ac) + workforce housing bonus	R-3, R-2, UR-3, PD, U-V
Urban and/or Non-Residential		
Office (O)	3.0 FAR	P-O, PD
Commercial (C)	3.0 FAR unless otherwise restricted by County policy or code	C-1, C-2, C-3, P-O, PD
Industrial (IND)	.75 FAR	I-1A, I-1/I-5, I-2/I-3, I-4, PD
Institutional (INST)	2.0 FAR	Any
Educational (EDU)	2.0 FAR	PD
Urban Mixed Use		
Planned Development (PD)	See FLU8.1.2 and FLU8.1.4	PD
I-Drive Activity Center Mixed Use (ACMU) I-Drive Activity Center Residential (ACR)	See I-Drive Element	PD
Mixed-Use Corridor (MUC) (Staff-initiated)	3.0 FAR unless otherwise restricted by County policy or code (11 to 20 DU/AC)	PD, (Mixed Use District – to be developed); Staff-initiated; Urban Service Area only

Zoning and Future Land Use Correlation		
<i>FLUM Designation</i>	<i>Density/Intensity</i>	<i>Zoning Districts</i>
Neighborhood Center (NC) Neighborhood Activity Corridor (NAC) Neighborhood Residential (NR)	40 DU/AC (2.0) 25 DU/AC (1.0) 20 DU/AC (.40) Study required per FLU8.3.1	NC NAC NR
Village Classification (V) (Horizon West)	See SAP	PD within adopted Specific Area Plan (SAP) Densities and Intensities determined at PD based on the adopted SAP.
Traditional Neighborhood Development (TND)		PD
Growth Center (GC)	See FLUE	PD
Innovation Way Overlay (Scenario 5)	See Chapter 4	PD within adopted Detailed Area Plan (DAP) or PD consistent with DRI Development Order or Future Land Use Map amendment. Compliance with FLU8.1.4.
Rural		
Rural Settlement Low Density 2/1 (RSLD 2/1)	2 DU/AC	R-CE, R-CE Cluster, R-CE-2, R-CE-5, PD***
Rural Settlement 1/1 (RS 1/1)	1 DU/AC	R-CE, R-CE Cluster, R-CE-2, R-CE-5, PD*** A-R, A-1, A-2
Rural Settlement 1/2 (RS 1/2)	1 DU/2 AC	R-CE-2, R-CE-5, A-R, A-1, A-2, PD***
Rural Settlement 1/5 (RS 1/5)	1 DU/5 AC	R-CE-5, A-1, A-2 (all previously listed districts are restricted to a minimum 5-acre lot size), PD***
Rural/Agricultural 1/10 aka (R) on FLUM See FLU6.1.1	1 DU/10 AC	A-1, A-2, A-R, R-CE

Zoning and Future Land Use Correlation		
<i>FLUM Designation</i>	<i>Density/Intensity</i>	<i>Zoning Districts</i>
Lake Pickett (LP)	Transect-based; Densities/intensities established on a Conceptual Regulating Plan	Lake Pickett Planned Development Regulating Plan (LP-PD-RP)
<p>* Rural Settlement only.</p> <p>** Limited to 4 dwelling units per acre.</p> <p>*** Consistent with FLU6.2.3.</p> <p>Note: As of adoption of the 2030 update, the CVC FLUM designation no longer will be available as a FLUM request. Existing CVC-designated properties shall not be considered inconsistent as a result of this change. See FLU8.5.8.</p> <p>Note: Please see FLU8.2.5, FLU8.2.5.1, and FLU8.2.5.2 to determine whether a rezoning is required prior to a special exception, or to determine whether a rezoning is required in specific cases of inconsistent zoning and future land use.</p> <p>Note: Consistency of A-1, A-2 and A-R zoning districts with a Rural Settlement FLUM designation is limited to: residential uses permitted by right or by special exception approval; and, non-residential uses requiring approval by special exception and which are common to all zoning districts consistent with a Rural Settlement FLUM designation. A use that is not common to all listed districts is not consistent with a Rural Settlement designation.</p> <p>Note: Uses that may be permitted in a Planned Development zoning district are limited to those uses permitted by right or by special exception approval for districts consistent with the specific FLUM designation.</p>		

(b) In making the transition from the Future Land Use Map designation to the most appropriate zoning district classification, it shall be permissible to require use of a PD District that provides for fewer uses than permitted with a standard zoning district classification. Furthermore, in making the transition for residential development, the Future Land Use Map shall establish only the maximum permitted density and intensity of development. It is permissible to impose a more restrictive zoning district classification as an interim use until such time as the property is found through an administrative decision-making process to be suitable and ready for ultimate development.

(c) In determining consistency with the Comprehensive Plan, the Zoning and Future Land Use Policy Correlation in FLU8.1.1 shall be coordinated and considered in conjunction with FLU8.2.5, FLU 8.2.5.1, FLU8.2.5.2 and other applicable policies of the CP. The zoning categories indicated in the Zoning and Future Land Use correlation are those in effect as of the date of the consistency determination.

* * *

- PW1.4.2** Potable water service shall not be extended to areas outside the Urban Service Area except in the following circumstances:
- A. The facilities to be extended will serve a Growth Center, Lake Pickett or other exception areas as provided in the Comprehensive Plan (CP);
 - B. The Board of County Commissioners has made an affirmative finding that a public health hazard exists for existing development. Such facilities shall not serve as the basis for additional new development;
 - C. The facilities are to be extended to provide adequate fire flows to existing developments which are located within one-half (1/2) mile of an existing water transmission main;
 - D. For approved sector plans as provided for in the CP; and
 - E. The circumstances described under Policy PW1.5.2 and Policy PW1.5.3.

This policy is not intended to preclude the use of conservation or rural areas for withdrawal or treatment facilities. (Added 12/00, Ord. 00-25)

- PW1.4.3** Excluding the provision of potable water service to areas designated as Lake Pickett, when it has been determined the extension of potable water facilities into the Rural Service Area is necessary, such existence or planned extension of potable water mains facilities shall not be construed as adequate justification for development at urban intensities in the Rural Service Area. Transmission mains that will service such rural areas shall be sized to provide domestic flow to satisfy existing land use including the provision of adequate fire flow.

- PW1.5.3** The Board of County Commissioners has made an affirmative finding that the extension of potable water facilities is required to remediate health and safety concerns in the Bithlo Rural Settlement. In order to address the concern for public health in this area, the following conditions apply to the potable water system expansion to the Bithlo Rural Settlement:
- A. The extended utility lines shall be used only by vested development within the Bithlo Rural Settlement.
 - B. The extended utility lines shall not be a justification or basis for approving new development.

- C. The utility lines shall not be used for any new non-vested development beyond one unit per acre in the Bithlo Rural Settlement.
- D. Non-vested development shall not be allowed to connect to the extended utility lines until a sector plan is approved or Lake Pickett Future Land Use designation is established.

WW1.4.3

Central wastewater facilities, consisting of wastewater treatment facilities, pump stations, force and gravity mains shall not be extended beyond the boundary of the Urban Service Area except in the following circumstances:

- A. The facilities to be extended will serve a Growth Center, or other exception areas within Specific Area Plan (SAP) boundaries as provided for in the Comprehensive Plan (CP), or a Lake Pickett designated area;
- B. The Board of County Commissioners has made an affirmative finding that a public health hazard exists for existing development. Such extended facilities shall not serve as a basis for additional new development;
- C. For approved sector plans as provided for in the CP;
- D. Those circumstances described under Policy WW1.5.2 herein.

This policy is not intended to preclude the use of conservation or rural areas for wastewater treatment facilities or the interconnecting of the overall system.

ICE1.18.5

These following advance notification, shared information and development review coordination procedures are intended to assist Seminole County and Orange County in their respective planning efforts in proximity to the Seminole/Orange County Line:

- A. Orange County shall notify Seminole County within 5 working days by email, or 10 working days by hardcopy mail, upon receipt of an application for consideration by the Development Review Committee or the Planning Division for proposed Future Land Use amendments, rezonings, subdivisions, final engineering plans for a subdivision, sector plans or sector plan amendments, or site plans, that are located within one-half mile of the Seminole/Orange County Line;
- B. The Seminole County staff and/or Board of County Commissioners may provide comments to Orange County on all proposals requiring such notification, relating to appropriate buffering, transitional uses and/or other mitigating measures; and

- C. Such comments received by Orange County shall be included in all review materials for the proposal and shall be given consideration during the development review process. Orange county may also request additional information from Seminole County regarding the proposals, if needed.

Orange County shall use its best efforts to comply with the above referenced procedures. However, Orange County's failure to follow or abide by any of the procedures set forth above in any particular case, including those procedures relating to advance notice to Seminole County, shall not deprive Orange County of jurisdiction to consider and hear the proposal and to make a decision on the proposal. Accordingly, Orange County's failure to follow or abide by any of the procedures set forth above shall not be used as a basis or reason to attempt to invalidate or overturn a decision of the proposal.

Community Meeting Summaries

Three (3) community meetings were held for this application on April 28, 2015; May 12, 2015 and June 2, 2015. Attendance ranged from 286 to 450 people. Residents were largely opposed to the project with concerns over traffic impacts and incompatibility.

SITE DATA

Existing Use	Undeveloped Land and Farm Land
Adjacent Zoning	N: Farmland Rural District (A-2)
	E: PD (Planned Development District) <i>Walker Cove, 1979</i>
	PD (Planned Development District) <i>Corner Lake Estates, 1994</i>
	PD (Planned Development District) <i>East Colonial Office Park, 2008</i>
	W: Farmland Rural District (A-2)
	Retail Commercial District (C-1)
	S: Rural Country Estate Residential District (R-CE-5)
	Farmland Rural District (A-2)
	Retail Commercial District (C-1)

Adjacent Land Uses	N:	Undeveloped Land / Farm Land / Single Family Residential
	E:	Single Family Residential
	W:	Single Family Residential / Farm Land
	S:	Undeveloped Land / Single Family Residential

APPLICABLE / "PRIMARY" PD DEVELOPMENT STANDARDS

T2 and T3 Development Standards				
Building Siting	T2 / T3 Perimeter Lots	T2	T3	T3 Townhomes ¹
Minimum Lot Width	125' ²	60'	32'	20'
Minimum Lot Depth	varies	100'	65'	70'
Minimum Living Area	1,500	1,500	1,000	1,000
Setbacks				
Front	25'	10'	10'	10'
Side	25'	5'	4'	0' 7' - end units 10' - side street
Rear	20'	5'	5'	N/A
Front Loaded Garage	25' ³	20' from ROW ⁴	20' from ROW ⁴	N/A
Rear Loaded Garage	125'	3' or 18'	3' or 18'	3' or 18'
Lakefront	50' from NHWE	50' from NHWE	50' from NHWE	50' from NHWE
Maximum Impervious Coverage	40%	70%	90%	90%
Maximum Overall Height	2 stories	2 stories ⁵	2 stories ⁵	3 stories

Notes: ¹Townhomes shall be limited to a maximum of 6 units per building.

²Minimum Lot Width along Tanner Road shall be 165 feet.

³Perimeter lot garages may not be closer to right-of-way than the rest of the house façade.

⁴Front loaded garages must be recessed 8 feet behind the nearest adjacent plane of the primary structure.

⁵Rooftop decks are permitted including overhead canopies.

T4 Development Standards		
Building Siting	T4 Detached Residential	T4 Townhomes
Minimum Lot Width	32'	20'
Minimum Lot Depth	65'	70'
Minimum Living Area	1,000	500
Setbacks		
Front	10'	10'

Side	4'	0' 7' - end units 10' - side street
Rear Loaded Garage	3' or 18'	3' or 18'
Maximum Impervious Coverage	90%	90%
Maximum Overall Height	2 stories	3 stories

Notes: ¹ Rooftop decks are permitted including overhead canopies

Open Space System	
Land Use	Acres
Stormwater Management Facilities	69.8
Neighborhood Central Focal Points	14.4
APF Park	20.0
APF Utility	3.0
Trails	4.8
Agriculture	33.0
Perimeter Buffer	29.0
Wetlands Buffer	72.3
Uplands	41.8
Farmers Market Street	0.8
Off-Street Bike Lanes	3.4
TOTAL	292.3
Minimum Required (35% of 835 acres)	292.3

SPECIAL INFORMATION

Subject Property Analysis

The applicant is seeking to rezone the 1,189.8-acre subject property from A-2, R-CE-5 and PD (Planned Development District) to PD-RP (Planned Development – Regulating Plan) in order to provide for a mixed-use project consisting of up to 2,078 residential dwelling units and 172,000 non-residential square feet; and featuring an elementary school, community park, community garden, working farm, and equestrian facility.

Consistent with pending Comprehensive Plan provisions, the project is based on a transect-based development framework with compact and pedestrian-oriented neighborhoods organized centered around community amenities, open space or other focal points.

More specifically, "The Grow PD" is proposed to create a farm and garden community where residents participate in preserving the rural and agricultural cultural heritage of the surrounding communities while implementing best management practices for sustainable field-to-table living. Agricultural-based community features include a professionally managed farm, a variety of parks, a grove/orchard, community gardens and farm plots, edible trails, a community equestrian facility, farmers market, field-to-

table restaurant, and related community-based assets such as a school offering an agricultural-based curriculum and internships.

The goal of the project, as described by the applicant, is to create a dynamic, healthy walkable community connecting neighborhoods in a natural and socially engaging environment. Each internal neighborhood has been designed to contain a mixture of housing types and lot sizes. In addition to residential uses, the project includes up to 237,000 square feet of non-residential uses including, but not limited to, office, retail, restaurant and community center in the vicinity of SR 50.

Planned Development / Regulating Plan (PD/RP)

As required by proposed CP Policy FLU6.9.2, this request includes a Planned Development / Regulating Plan (PD/RP) document, which describes and depicts the final location of open space and preservation areas, Transect Zones, streets, neighborhoods, schools, trails, and parks. In addition, the PD/RP is intended to address a majority of applicable development guidelines and standards as commonly addressed by the Orange County Land Development Code, including the following:

- *Intent and Purpose*
- *Transects*
- *Street Types*
- *Uses*
- *Green Infrastructure Plan*
- *Landscape, Lighting and Parking*
- *Signage*

Aside from any standards that may be explicitly deferred to the existing Orange County Land Development Code, the PD/RP provides a process for which unaddressed regulations are interpreted by the Planning and/or Zoning Manager, with the ability to appeal such interpretations to the Development Review Committee (DRC).

Adequate Public Facilities (APF)

Per the requirements of proposed CP Policy 6.9.2(C) (*Infrastructure Agreements*), the applicant has prepared and submitted an APF Agreement addressing the proposed location, timing of conveyance, and compensation for certain APF lands. As described in the APF agreement, these lands include a fifteen-foot (15') wide linear strip of right-of-way along Lake Pickett Road; twelve (12) acres for a public school; twenty (20) acres for a community park; and three (3) acres for a public utility tract.

Comprehensive Plan (CP) Amendment

The subject property currently has an underlying Future Land Use Map (FLUM) designation of Lake Pickett (LP). The proposed PD is consistent with the property's underlying FLUM designation, and as a result, a CP amendment is not required.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Environmental

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.

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.

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).

Transportation / Concurrency

On 9/15/2015 the following deal points were reviewed by the BCC. The Lake Pickett South owners proposed to fund the advancement of FDOT's construction of S.R. 50 to six lanes from east of Old Cheney Highway to Chuluota Road with the contribution of \$16,000,000. Upon full payment of the \$16,000,000, The Grow PD shall be deemed to have satisfied transportation concurrency, and per the road agreement and mitigation agreement, pm peak hour trips (Exhibit E) will be allocated as follows:

1. 863 trips for non-residential uses and 250 residential use trips will be released upon payment of \$16,000,000 towards S.R. 50 improvements (FDOT Project 239203-7).
2. 250 residential use trips upon completion and confirmation of 50% of S.R.50 improvements.
3. 671 residential use trips upon completion (100%) and confirmation of S.R. 50 improvements.

Upon the full payment of \$12,000,000 towards the widening of Chuluota Road from S.R. 50 to Lake Pickett Road the owners of the Lake Pickett South development shall be deemed to have satisfied transportation concurrency and per the road agreement and mitigation agreement would receive 893 trips.

A Road Network and Mitigation Agreement for The Grow PD has been reviewed by the Roadway Agreement Committee (RAC). This agreement sets forth the terms discussed with the Board of County Commissioners on 9/15/2015. The Grow property owners agree to fund the advancement of the construction of S.R. 50 to six lanes from east of Old Cheney Highway to Chuluota Road with the contribution of \$16,000,000

payable to Orange County. Orange County will enter into a Locally Funded Agreement (LFA) with FDOT to provide the construction funding to FDOT based on the construction contract cost. If the cost is less, the owners will still fund the amount of \$16,000,000. If the cost is more, then the owners shall contribute the difference needed to fund the entire project. The LPA negotiated between the County and FDOT will determine if a refund in a future year will be available. If so, the owners will be reimbursed the amount paid above the \$16,000,000 when the County receives the reimbursed funds (with or without interest as applicable) from FDOT in a future year. Upon full payment of the \$16,000,000 for the advancement of construction for S.R. 50, the Lake Pickett South development shall be deemed to have satisfied transportation concurrency requirements and will be allocated all nonresidential trips and 250 residential trips. At 50% completion of the S.R. 50 construction (as determined by FDOT) the owners shall receive an additional 250 residential trips. At 100% completion of the S.R. 50 construction an additional 671 residential trips will be allocated.

In addition, owners of The Grow PD shall contribute \$12,000,000 towards the widening of Chuluota Road from S.R. 50 to Lake Pickett Road no later than September 1, 2021. Upon full payment of this amount, The Grow development shall be deemed to have satisfied transportation concurrency requirements and will be allocated 893 residential trips.

Upon making the payments of either the S.R. 50 or Chuluota Road Costs, respectively, Owners of The Grow PD will be entitled to receive transportation impact fee credits in the amount of their contributions (except for any portion subject to reimbursement). The Transportation Impact Fee Credits would only be available for use within The Grow PD and not elsewhere in the Road Impact Fee Zone. Trip Generation rates outlined for the proposed development types planned along with a table of the Lake Pickett South Development Program anticipated buildout are included with Exhibit C of the Road Network and Mitigation Agreement.

Water / Wastewater / Reclaim

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

Schools

The developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of 05/24/2016.

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 – (April 21, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Grow Planned Development – Regulating Plan (PD-RP) dated "Received April 14, 2016", subject to the following conditions:

1. Development shall conform to The Grow Planned Development / Regulating Plan (PD/RP) dated "Received April 14, 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 Regulating 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 Planned Development / Regulating Plan (PD/RP) dated "Received April 14, 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 regulating 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. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this regulating plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
7. The applicant must provide documentation confirming payments for improvements to SR 50 and Chuluota Road as outlined in the road network and mitigation agreement. Documentation required prior to plat approval.
8. 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.
9. 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.

10. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
11. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
12. A Lake Pickett Study Area Transmission Systems Master Utility Plan (MUP) shall be submitted to Orange County Utilities prior to approval of the first PSP/DP within the Lake Pickett Study Area. The Transmission Systems MUP shall include demands for the entire Lake Pickett Study Area, and shall include water, wastewater and reclaimed water transmission systems layouts, sizing, and supporting hydraulic calculations.
13. 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 PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved Lake Pickett Study Area Transmission Systems MUP, or shall include an update to the Transmission Systems MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
14. The Developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Lake Pickett Study Area. Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Lake Pickett Study Area Transmission Systems MUP.
15. Prior to any construction plan approval within The Grow PD, all property owners within The Grow PD, excluding public entities, shall be required to enter into an agreement between the parties addressing their proportionate share of funds for the costs of the off-site and on-site master utilities sized to serve the Lake Pickett Study Area. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement, provided master utilities sized to serve the Lake Pickett Study Area are constructed.
16. Payment of 500 ERUs (wastewater) and 500 ERCs (water) are due prior to construction plan approval for the first construction plan set within the Lake Pickett Study Area.
17. 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.
18. An APF tract for a reclaimed water facility within The Grow PD shall be dedicated to the County prior to approval of the first construction plan set within The Grow PD. The dimensions and location of the tract shall be finalized prior to approval of the first PSP or DP within The Grow PD. The tract shall have a net developable size of at least three acres and a minimum width of 300 feet. The tract shall be located no more than 1,000 feet from a public road with a 30-foot minimum width utility access easement or tract

connection to public right-of-way. The access and developable tract area shall be located outside of wetlands, buffers, and easements, and shall have an elevation above the 100-year flood plain.

19. As proof of satisfaction of the project's transportation concurrency obligations, the project must comply with that certain ROAD NETWORK AND MITIGATION AGREEMENT (The Grow (a/k/a Lake Pickett South) S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road. Agreement recorded at O.R. Book _____, Page _____, 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.
20. Development within each PD/RP Transect Zone shall be consistent with the prescribed residential density and non-residential intensity (Floor Area Ratio) criterion outlined in Policy FLU6.8.2.
21. The following Education Condition of Approval shall apply:
 - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of 05/24/2016.
 - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 36 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
 - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
 - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.

22. The School Site requirement can only be satisfied by provision of a site for an Orange County public school. Charter schools, while not prohibited, may not be used to satisfy such requirements.
23. Development Rights, other than for farming and directly related recreation uses, shall be dedicated to Orange County.
24. Lake Pickett Road rights-of-way shall be conveyed to County prior to or concurrently with County's approval of the plat or no later than 60 days after County's written demand for conveyance, whichever comes first.

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report and regulating plan 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 twenty-four (24) conditions.

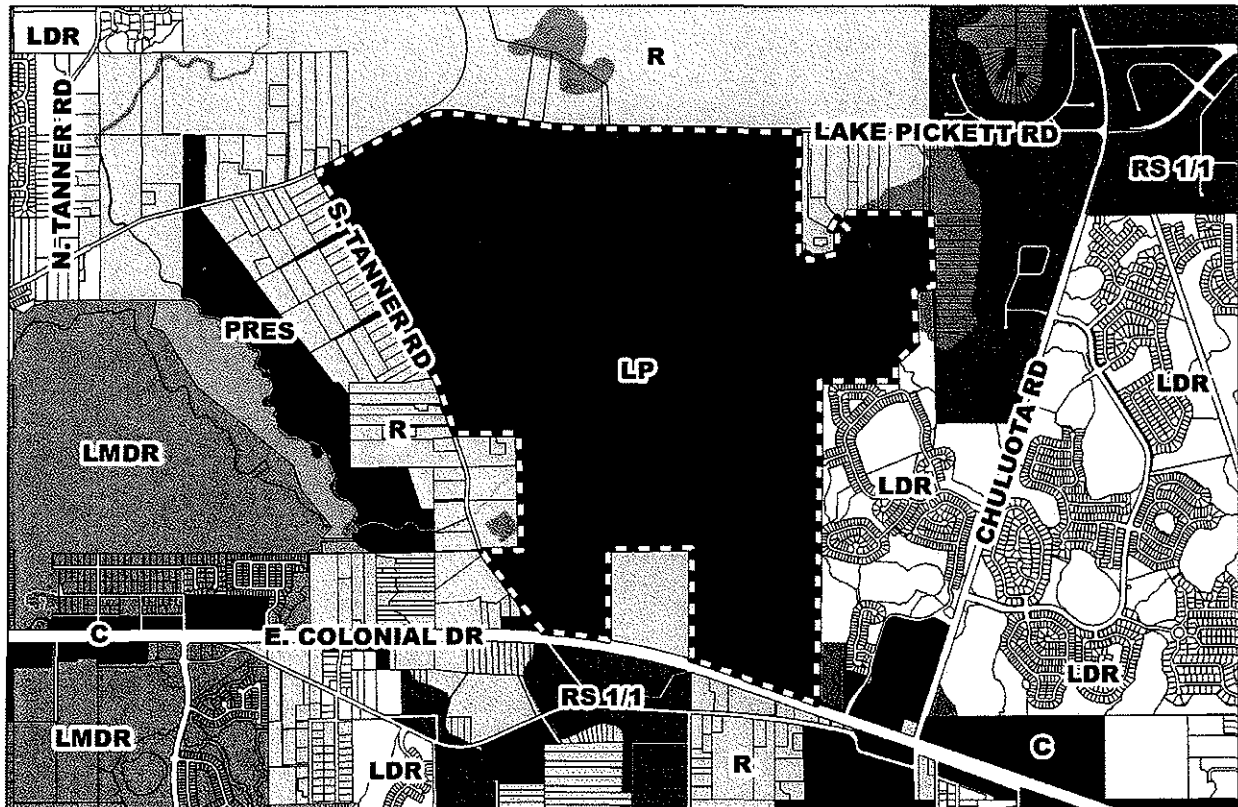
Staff indicated that three hundred sixty-six (366) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property.

The applicant presented their proposal, followed by hours of public testimony. A large majority of residents and speakers expressed opposition to the request, primary due to concerns with traffic impacts and incompatible development patterns.

Following lengthy discussion, a motion was made by Commissioner Baldocchi to find the request to be consistent with the Comprehensive Plan and to recommend **APPROVAL** of the Grow Planned Development / Regulating Plan (PD/RP), subject to the twenty-four (24) conditions listed in the staff report. Commissioner Wean seconded the motion, which was then carried on a 6-1 vote.

Motion / Second	<i>Rick Baldocchi / Paul Wean</i>
Voting in Favor of Motion	<i>Rick Baldocchi, Paul Wean, Jimmy Dunn, Pat DiVecchio, Marvin Barrett, and JaJa Wade</i>
Voting Against Motion	<i>Tina Demostene</i>
Recused:	<i>Yog Melwani and Jose Cantero</i>
Absent	<i>None</i>

LUP-16-01-002



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Lake Pickett (LP)

APPLICANT: Dwight Saathoff, Project Finance & Development, LLC

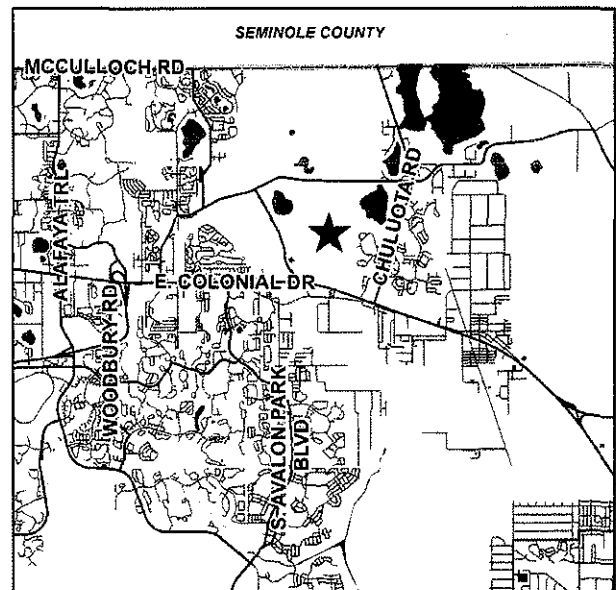
LOCATION: Generally located north of East Colonial Drive, south of Lake Pickett Road, east of South Tanner Road and west of Chuluota Road

TRACT SIZE: 1,189.8 gross acres

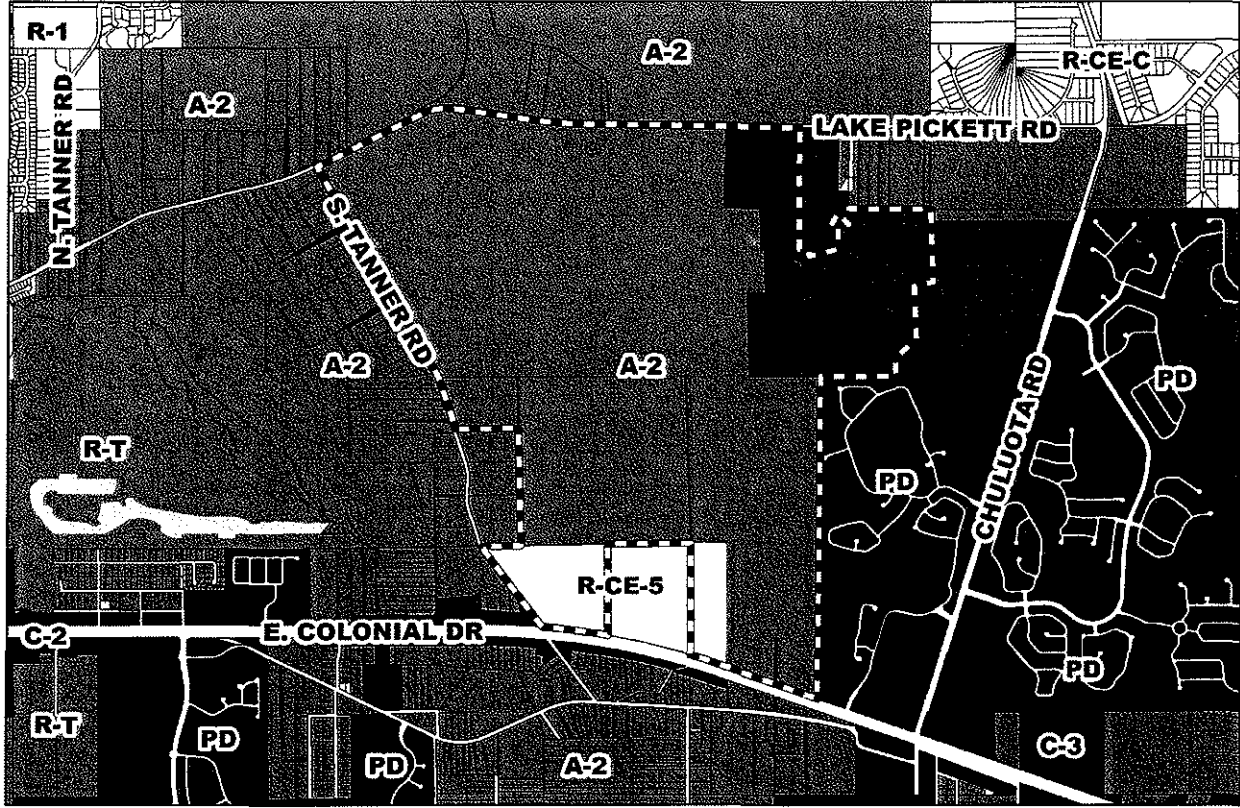
DISTRICT: # 5

S/T/R: 08/22/32, 17/22/32, 18/22/32, 19/22/32, 20/22/32

1 inch = 2,500 feet



LUP-16-01-002



 Subject Property



★ Subject Property

Zoning Map

ZONING: A-2 (Farmland Rural District),
R-CE-5 (Rural Country Estate Residential District),
& PD (Planned Development District) to
PD (Planned Development District)

APPLICANT: Dwight Saathoff, Project Finance &
Development, LLC

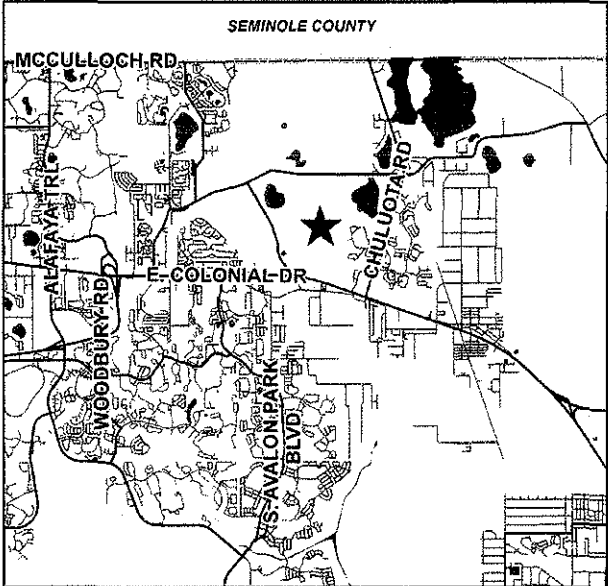
LOCATION: Generally located north of East Colonial
Drive, south of Lake Pickett Road, east of
South Tanner Road and west of Chuluota
Road

TRACT SIZE: 1,189.8 gross acres

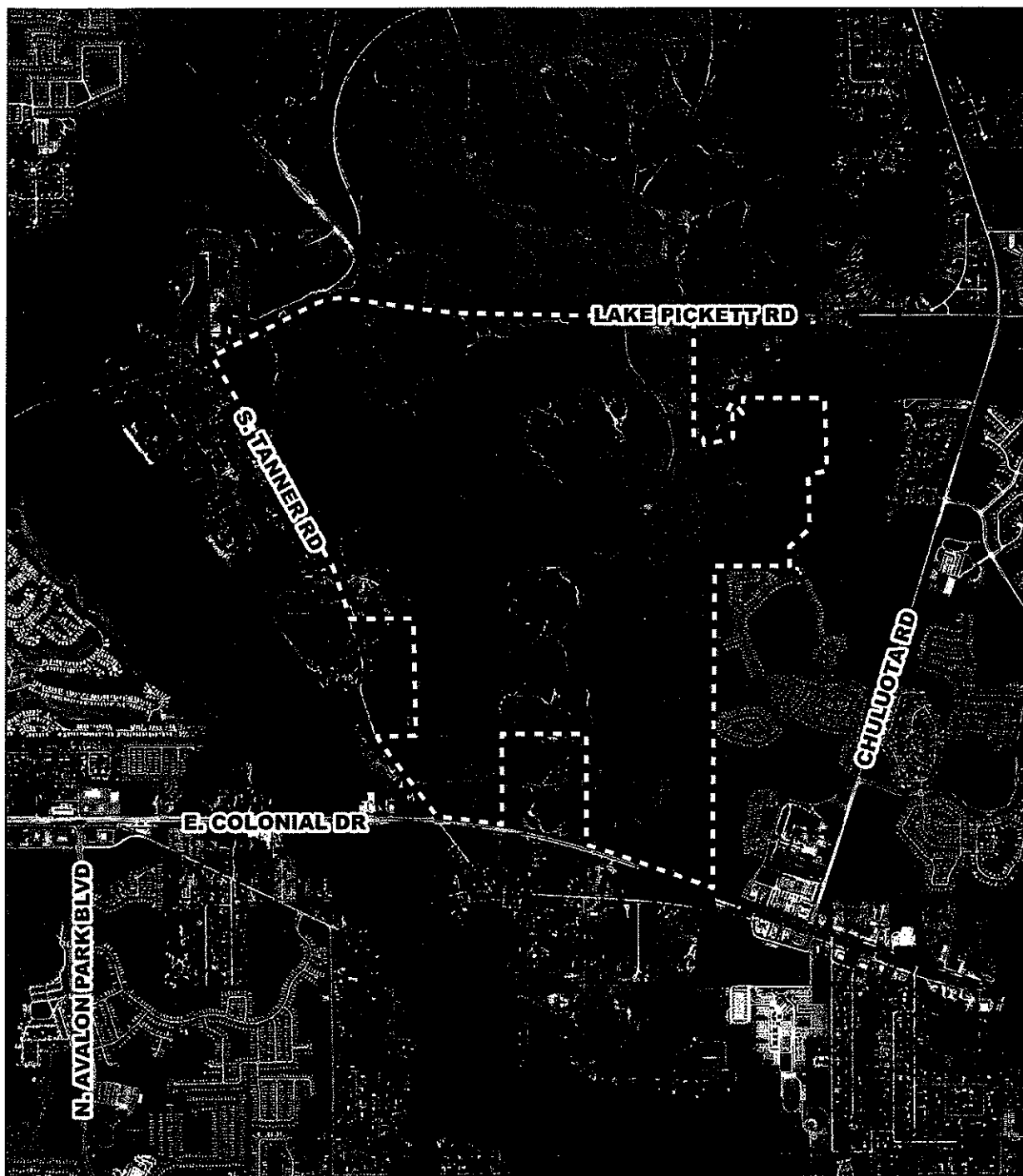
DISTRICT: # 5

S/T/R: 08/22/32, 17/22/32, 18/22/32, 19/22/32,
20/22/32

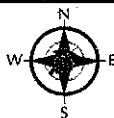
1 inch = 2,500 feet



LUP-16-01-002

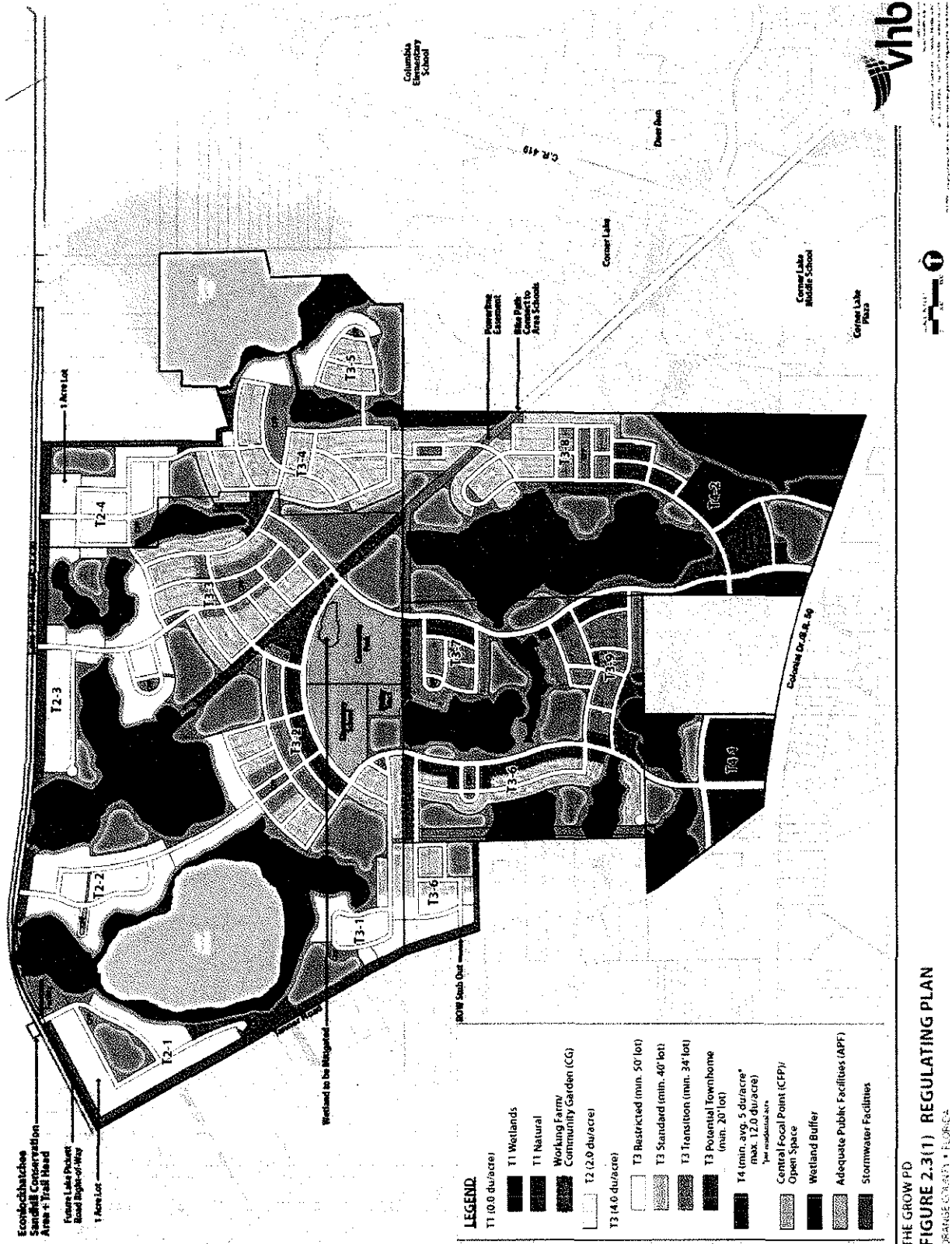


Subject Property



1 inch = 2,083 feet

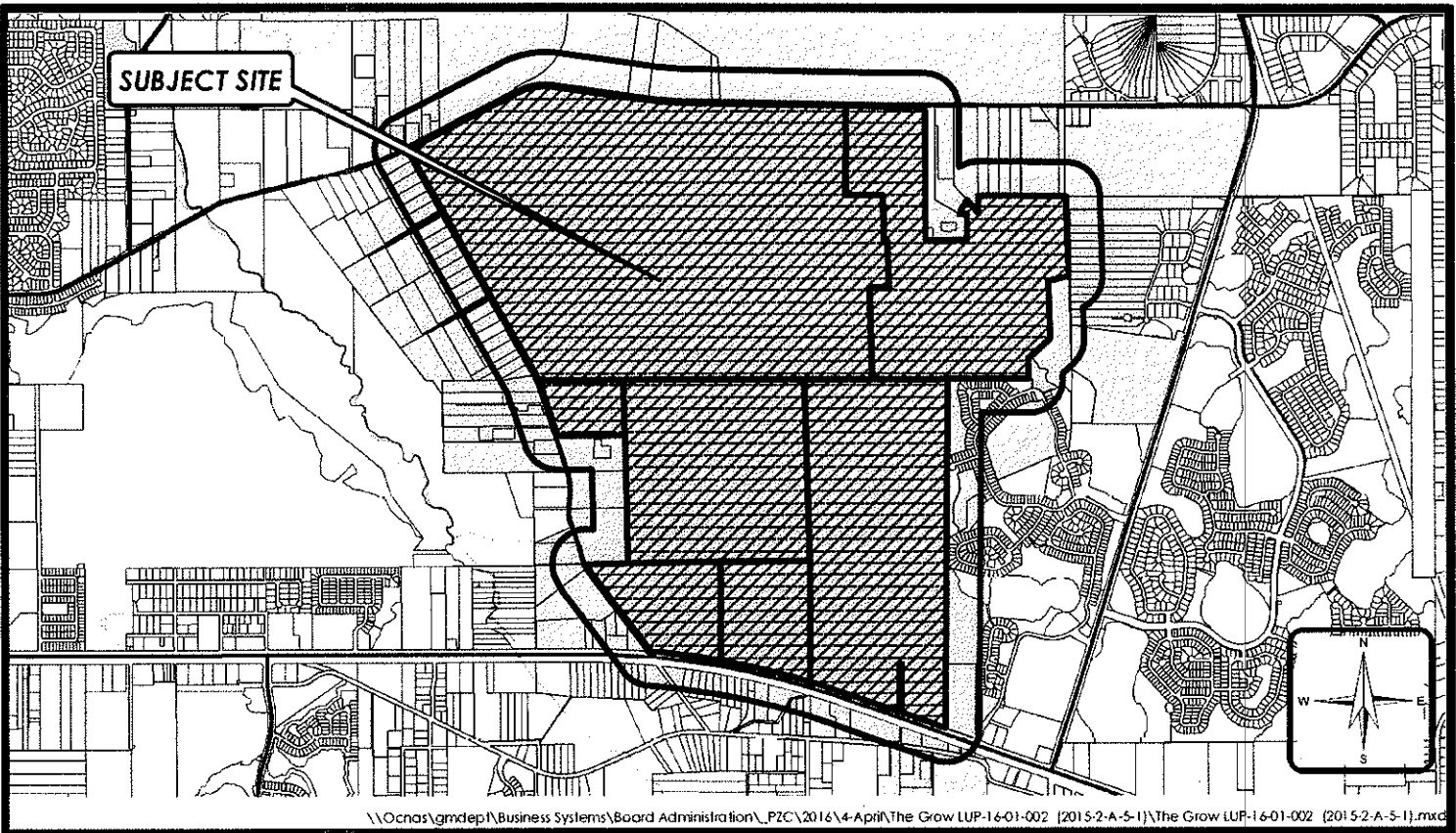
The Grow Planned Development – Regulating Plan (PD-RP)



Notification Map

Public Notification Map

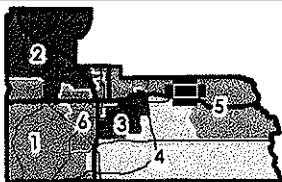
The Grow LUP-16-01-002 (2015-2-A-5-1)
500 FT BUFFER, 366 NOTICES



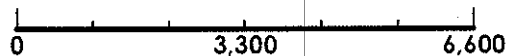
\\Ocnas\gmdept\Business Systems\Board Administration\PZC\2016\4-April\The Grow LUP-16-01-002 (2015-2-A-5-1)\The Grow LUP-16-01-002 (2015-2-A-5-1).mxd

MAP LEGEND

- | | |
|------------------|-----------|
| 500 FT BUFFER | PARCELS |
| SUBJECT | HYDROLOGY |
| NOTIFIED PARCELS | |



1 inch = 2,083 feet
Feet





The Grow PD Regulating Plan
Form Based Standards

June 2016

RECEIVED

By The Development Review Committee (DRC) Office at 10:39 am, Jun 07, 2016

Page Intentionally Left Blank

The Grow PD

Sec. 1.0 Intent and Purpose

Sec. 2.0 Transects

Sec. 3.0 Street Types

Sec. 4.0 Uses

Sec. 5.0 Green Infrastructure Plan

Sec. 6.0 Landscape, Lighting and Parking

Sec. 7.0 Signage

Page Intentionally Left Blank

1.0 Intent and Purpose

Page Intentionally Left Blank

1.0 Intent and Purpose

1.0 Intent and Purpose

As a rural land management technique, The Grow future land use designation requires the creation of The Grow Planned Development Regulating Plan (Grow-PD Regulating Plan) per Objective 6.8 of the Future Land Use Element of the Growth Management Plan. The Grow-PD designation manages the transition of development from surrounding rural neighborhood densities and preservation areas to more dense development clustered towards the center going south towards the southern boundary of The Grow PD. Transition is provided through compatibility measures such as perimeter treatments and preservation of natural systems/habitats.

Compatibility is ensured on Grow-PD lands through the use of Transects, conservation best management practices, neighborhood design principles, and interconnected open space systems, and streets with a strong pedestrian/bicycle orientation. Transects allow development to occur by gradually transitioning from less to more dense development. Each Transect has a stated maximum density unique to that Transect and each series of Transect shall build upon each other from the least dense Transect to the densest Transect. Transects allow contiguous rural character to be preserved by using compatibility measures such as buffers or like-to-like lot configurations along The Grow-PD boundary.

The guiding design principles for The Grow-PD shall include the following:

- Preserve the rural lifestyle and character of existing communities.
- Manage conservation, open space and community areas.
- Implement a “complete streets” philosophy including intersection density and block standards.
- Use Transects to govern development intensities and densities within neighborhoods.
- Provide a transition between existing development and more intense uses within The Grow-PD Boundary.
- Create a mix of walkable neighborhoods organized around centralized focal points.

The Grow-PD shall meet all PD zoning requirements, and shall have a Regulating Plan documenting the locations of open space and preservation areas, Transects, streets, neighborhoods, schools, trails, and parks. More specifically, The Grow-PD Regulating Plan shall demonstrate consistency with the Lake Pickett Guiding Principles listed above and in FLU6.8.1 and provide detailed performance standards for the following community elements:

- Developable land area
- Transition buffer requirements
- Neighborhood locations
- Final location, boundaries, and land areas of each of the Transects
- Proposed locations of community focal points
- Street typology and cross-sections and pedestrian/bicycle facility standards
- Intersection density and connectivity measures
- Final Green Infrastructure Plan
- Landscape and streetscape
- General location of public school site
- Summary of measures taken to comply with the Comprehensive Plan Conservation Element

1.1 Development Program

The proposed community development program shall show maximum unit counts and average densities and intensities by Transect. The development program shall be substantially consistent with the program submitted with the Conceptual Regulating Plan and approved with the LP FLUM amendment.

1.2 Infrastructure Agreements

To facilitate coordinated roadways, utilities, and school locations, the following agreements must be executed prior to or concurrent with the adoption of The Grow-PD Regulating Plan:

- OCPS Capacity Enhancement or Mitigation Agreement
- Lake Pickett Transportation Term Sheet and corresponding Transportation Network Agreement
- Adequate Public Facilities Agreement for utilities, public school site, and APF Park.

1.3 Regulations Not Addressed

The Grow-PD Regulating Plan shall have sufficient development standards to guide development within The Grow-PD. This includes Transects, Land Uses, Street Types, Green Infrastructure Plan, Open Space, Landscaping, Signage and Lighting. In the review of a Development Plan or Preliminary Subdivision Plan, if it is determined by Development Review Committee a development standard has not been included in the Grow-PD Regulating Plan

or there is ambiguity to a Grow-PD standard, the applicant shall request an interpretation of the development standard from the Planning and/or Zoning Manager. The interpretation may take two forms; an agreed upon standard by the Planning and/or Zoning Manager or a referral to correct section of the current Orange County Code. The interpretation shall be binding on the applicant. If the applicant does not agree with the interpretation, the applicant must process a Change Determination of the Grow-PD Regulating Plan as a substantial change to the Board of County Commissioners.

1.4 Deviations from Regulations

1. If a development standard within the Regulating Plan or a Regulation Not Addressed is requested to be altered, such alternate standards shall be reviewed by appropriate staff relative to the nature of the regulation or standard in question, with final decision by the Planning and Zoning Managers (and the County Engineer if applicable). If the proposed alteration is considered consistent with the intent of the Regulating Plan with minimal impact to neighboring properties, it may be accepted as non-substantial and appropriate to proceed without the need of further approvals. If the proposed alteration is considered inconsistent or substantial, it may be appealed to the DRC for further evaluation.
2. Deviations from the following key standards as addressed in the Grow-PD Regulating Plan shall be prohibited:
 - (a) Off-street Parking Locations
 - (b) Spatial Enclosure requirements
 - (c) Block design and Interconnectivity requirements
 - (d) Rear Alley Access requirements

1.5 Regulations Review

All development regulations and standards in this Regulating Plan shall be reviewed and approved for permitting by the appropriate department or division in accordance with the relevant subject matter.

1.6 Other Alterations to the Approved PD Regulating Plan

1. Excluding the matters described in subsections 1.3 and 1.4 above, other alterations to the approved PD Regulating or this Code, shall be classified as either a substantial or non-substantial amendments by the Development Review Committee (DRC). The following criteria shall be used to identify a substantial amendment:
 - (a) A change which includes a land use not previously permitted, as determined by the DRC.
 - (b) A change which would substantially alter the configuration of a transect zone adjacent to the PD-RP boundary as determined by the Planning and/or Zoning Manager, unless the change is needed to

reflect more accurate environmental or topographical surveys.

- (c) A change which would result in an increase in the cumulative amount of project residential units or non-residential square footage as reflected on the PD-RP Development Program Table.
 - (d) A change which would require an amendment to the Board of County Commissioners' conditions of approval.
2. For any alterations that are determined to be substantial, an applicant must submit all plans and support data for review by the DRC, followed by a public hearing for final action by the Board of County Commissioners.

1.0 Intent and Purpose

Page Intentionally Left Blank

Page Intentionally Left Blank

2.0 Transects

Page Intentionally Left Blank

2.0 Transects

2.1. Introduction

The Grow is located north of East Colonial Drive, west of Chuluota Road, south Lake Pickett Road, and east of South Tanner Road and Econlockhatchee Sandhills Conservation Area. The total acreage of the property is 1,188 acres, of which approximately 835 acres are developable. The location and existing conditions of the property is depicted on The Grow Regulating Plan Map Series attached.

2.2 Transect Introduction

The following Transects are hereby created to regulate the location of distinct mixes of building forms and uses permitted within The Grow PD. Refer to Section 4 Use for uses permitted within each Transect.

The Grow-PD is organized into four transects that strive to preserve the area's local rural lifestyle and character, while providing a transition to more dense development: T1 – Natural, T2 – Rural, T3 – Edge, and T4 – Center. The intensity and density within each transect may vary based on their specific natural, built, and social components, provided that densities are consistent with the allowances described below. Average densities associated with Transects are determined by dividing the total number of units within a Transect by the net developable area of the Transect.

1. T1 Natural

Consists of natural lands including land unsuitable for settlement due to topography, hydrology, conservation area designation, habitat corridors, or listed species (plant or animal) habitat protection areas. The T1 Natural Transect shall be applied to areas that will remain undeveloped and/or designated for agriculture use, such as a working farm, open space conservation, or related activities, buffer zones that have been permanently protected from development, and areas previously conveyed to a state or local agency for protection.

2. T2 Rural

Consists of residential lands that allows for compatibility with natural and rural areas. The T2 Rural Transect shall serve as a linkage between existing Rural Settlements or agricultural uses, and higher density neighborhoods within The Grow community. In those areas where The Grow PD abuts existing development, the T2 Rural Transect shall include like-to-like lot widths and a perimeter buffer (as described in Section 5.5.4) to ensure compatibility. Residential development shall not exceed the average density of 2.0 DU/acre.

3. T3 Edge

Consists of lands with predominantly single-family detached residential uses within walkable neighborhoods centered on central focal point uses and community gardens. All of T3 acts as a transition from the dense development of T4 in the south

to the northern T2 neighborhoods adjacent to Lake Pickett Road and Tanner Road. The northern portion of the T3 transect is designated as T3-Restricted and shall serve as the transition to the T2 transect. In T3-Restricted, the minimum lot width shall be 50 feet. The T3 area designated as T3-Standard shall have a minimum lot width of 40 feet and is located in north central as well as the east and west central portions of the Grow PD as part of the overall T3 transition. The area designated as T3-Transition shall have detached single family lots with a minimum lot width of 34 feet. T3-Transition is located proximate to T4 and adjacent to select central focal points. Rear loaded attached single-family (T3-Potential Townhome) uses may be permitted when located either proximate to T4 Center Transect, on the community loop road, or adjacent to schools, parks and central focal points that are located at least 250 feet away from the T2 Rural Transect. Lot widths larger than the minimum lot width may be located in any of T3 sub-transects. Residential Development throughout the T3 Transect shall not exceed an average density of 4 DU/acre.

4. T4 Center

Consists of lands developed with a mix of residential (attached and detached single family, and vertically integrated residential with ground floor non-residential uses) and non-residential uses. A minimum average density of 5 Du/net residential acre, and a maximum average density of 12 Du/acre shall be provided within all designated residential tracts. A maximum FAR of 1.0 shall be allowed. Higher density residential uses, as well as commercial, office, and service uses, shall be located in the most southerly portion of The Grow, adjacent to SR 50. Mixed use development with residential over a non-residential use shall be permitted; single-use/standalone multi-family complexes shall be prohibited.

5. Adequate Public Facilities (APF)

Adequate Public Facilities (APF) within the Grow-PD shall consist of an APF school, APF park site, and a utility tract. The school will be located in accordance with the Orange County Public School Siting Ordinance, shall be sited in coordination with and approval from Orange County Public Schools (OCPS) and shall be a minimum of thirteen (13) acres. The utility tract shall be sited in coordination with and approval from Orange County Utilities.

2.3 Regulating Plan Area

The areas and boundaries of the transects listed in 2.2 above are established as shown on the map entitled "The Grow Regulating Plan" and referred to herein as "Regulating Plan." Lake access will be provided for Orange County lake sampling programs and details will be coordinated through the Orange County Environmental Protection Division.

2.4 Regulating Plan Program

1. Development Program

The areas and unit counts for each neighborhood per Transect are listed in Table 2.4(1) The Grow PD Summarized Development Program. Neighborhood design and unit counts shall be approved through the Preliminary Subdivision Plan (PSP) or Development Plan (DP) review and approval process.

Table 2.4(1): The Grow PD Summarized Development Program

TRANSECTS	TRANSECT ACRES	UNITS	NET DENSITY ¹	SQ FOOTAGE
T1	406.6
T2	166.7	223	1.3	...
T3	503.2	1,734	3.4	...
T4	73	121	1.7	172,000
APF	38
TOTAL	1,187.5	2,078	2.49	172,000

Notes: 1/ Net density is based upon net developable acres, and excludes 353.8 acres of wetlands and waterbodies.

2/ Unit counts may transfer from a lower density transect to a higher density transect as a non-substantial change.

2. Open Space Calculations

A minimum thirty-five percent (35%) of the total net developable land within the PD shall be included in the Open Space system. Table 2.4(2) identifies the total acreage of land area and facilities that are permitted within the open space requirements for The Grow-PD, as depicted in the Master Conservation, Open Space and Community Space Plan, attached hereto.

Table 2.4(3) indicates the required open space calculated for The Grow PD.

Table 2.4(2): Open Space System¹

LAND USE	ACRES
Stormwater Management Facilities ²	69.8
Neighborhood Central Focus Points	14.4
APF Park	20.0
APF Utility	3.0
Trails	4.8
Agriculture	33.0
Perimeter Buffer	18.6
Wetlands Buffer	72.3
Uplands	52.8
Farmers Market Street	0.8
Bike Lanes	3.4
TOTAL	292.9

Notes: 1/All wetland impacts require permitting from Orange County and other jurisdictional agencies.

2/Amenitized stormwater management facilities count for up to 50% of the required open space, unless LID Bonus System is implemented.

Table 2.4(3): Open Space Requirements

OPEN SPACE	ACRES
Total Required ¹	292.3

Notes: 1/ 291.6 ac equals 35% of Total Net Developable Acres (835 x 0.35)

3. Intersection Density

Intersection density refers to the number of intersections in an area within T2 and T3. An intersection shall be defined as the junction of the centerlines of any two (2) streets and/or pedestrian or bicycle trails or paths.

The following intersection density requirement is hereby established in order to enhance connectivity and promote walkability in The Grow PD.

- (1) The minimum intersection density for The Grow PD shall be 80 per square mile or 0.125 per acre.
- (2) Intersection density shall be calculated on the net developable acreage within the cumulative T2, T3, and T4 transects only.

Table 2.4(3) indicates the required intersection density requirements for The Grow-PD.

Table 2.4(4): Intersection Density Requirements

INTERSECTION DENSITY	PER ACRE
Total Required	0.125

2.5 Development Standards

The purpose of this section is to address the applicable development standards for each transect, including particular product or lot types as identified.

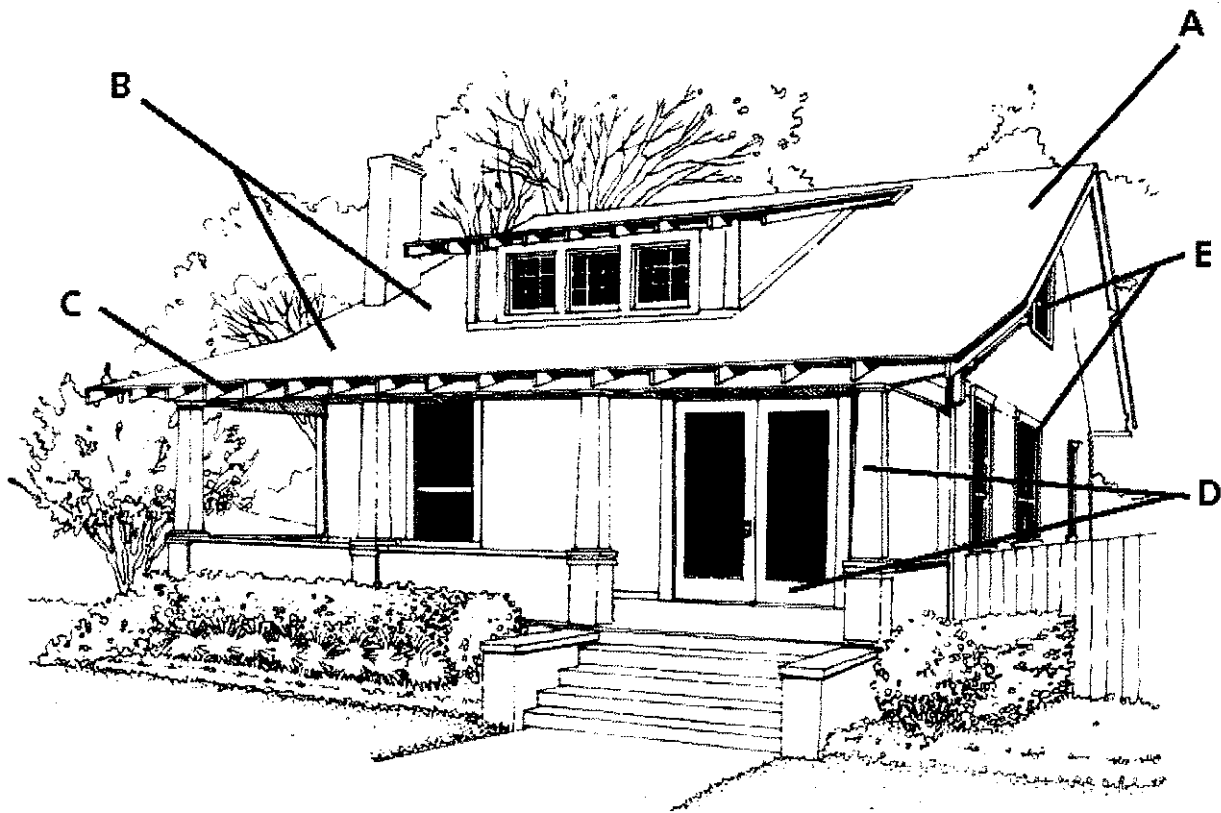
1. Residential Character.

The Grow PD Regulating Plan provides a transition to surrounding properties. A part of that transition is seen in the residential architecture on the facades of each home. In keeping with the agrarian theme of The Grow PD, three (3) architectural themes relate to the scale and details of historic farmhouses. This can be seen in the scale of the homes as well as features such as front porches, recessed garages, rear loaded garages on alleys, differing roof styles and architectural detailing. Each Florida Farmhouse style balances these requirements into interesting and diverse facade treatments to provide The Grow with unique character. Refer to Sections 2.5(1)(a), through 2.5(1)(e) for specific features.

2.0 Transects

(a) Florida Farmhouse A

- A. Simple square and rectangular volumes are combined to create a main body and side wings.
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 6:12 through 9:12 pitch for main body and wings.
- C. The eave is simply detailed. Most have no fascia with plumb or square cut rafter tails. Other eaves may still have exposed rafters with a simple plumb or square fascia.
- D. Porches and entries are detailed to the same level as the main body. Porch foundations, square columns, tapered columns with tall column bases, unique railings, eaves, and ceiling treatment are all elements that define the style.
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 3 over 1. Other options include 2 over 1, and 1 over 1 (No mutins).



References: *Oakland Park Pattern Book*

(b) Florida Farmhouse B

- A. Simple rectangular volumes are combined to create a main body and side wings.
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 6:12 through 10:12 pitch for main body and wings.
- C. The eave is simply detailed. Most have no fascia with plumb or square cut rafter tails. Other eaves may still have exposed rafters with a simple plumb or square fascia.
- D. Porches and entries are detailed to the same level as the main body. Porch foundations, square columns, tapered columns with tall column bases, unique railings, eaves, and ceiling treatment are all elements that define the style.
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 3 over 1. Other options include 2 over 1, and 1 over 1 (No mutins).



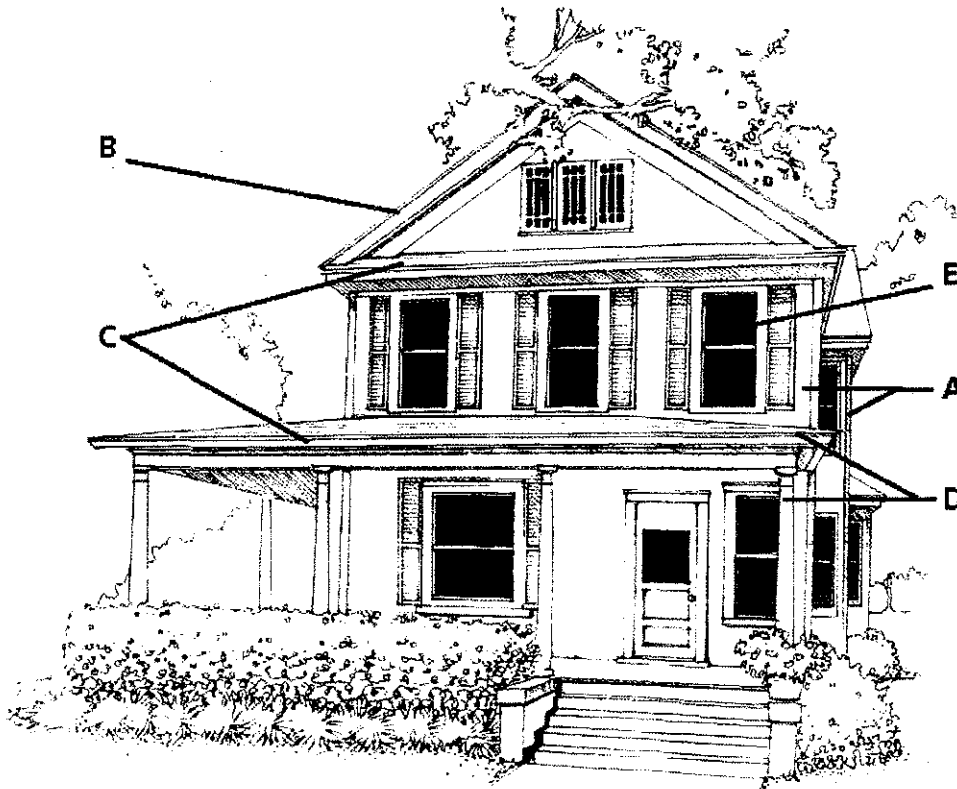
References: *Oakland Park Pattern Book*

2.0 Transects

2.0 Transects

(c) Florida Farmhouse C

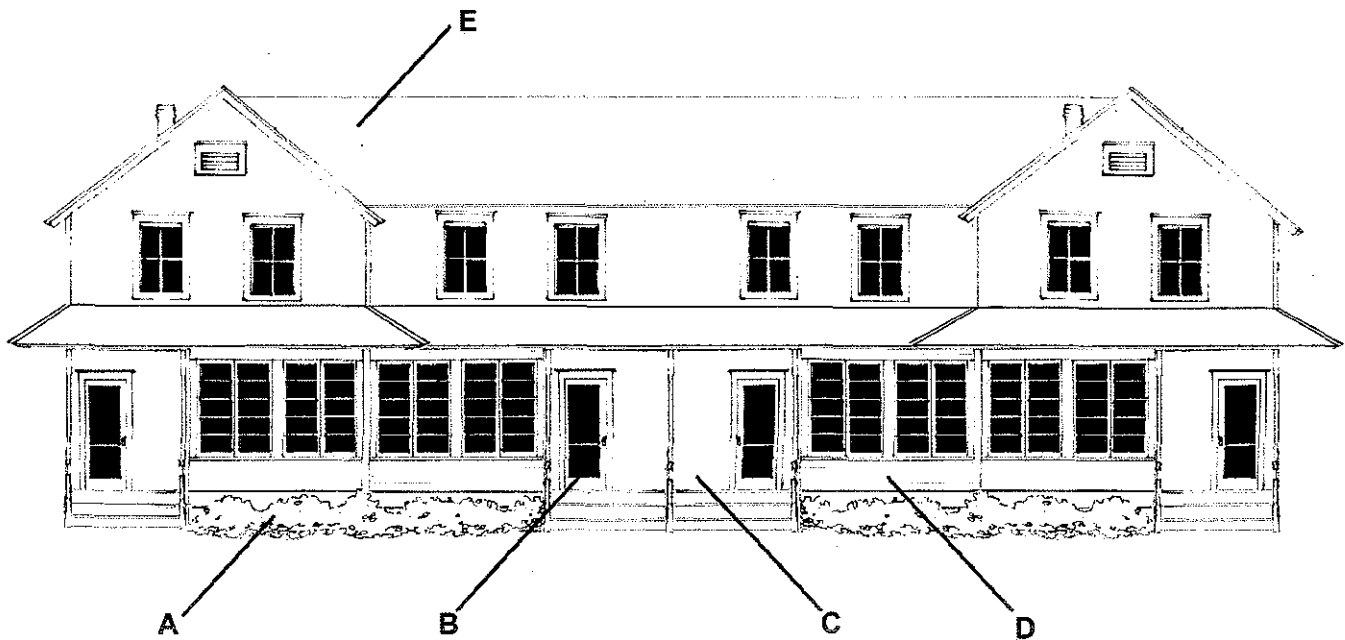
- A. Simple rectangular volumes are combined to create a main body and side wings.
- B. Roofs are simple gables and hips with pitches ranging from 2:12 for porches to 6:12 through 10:12 pitch for main body and wings.
- C. The eave or cornice is finished with elements such as a frieze, bedmold at the intersection of the frieze and soffit, and fascia with crown molding.
- D. Porches and entries are detailed to the same level or at a higher level than the main body. Porch foundations, columns, railings, eaves, and ceiling treatment are all elements that define the style..
- E. Windows are double hung and are vertical in proportion. Typical windows have muntin patterns of 6 over 1. Other options include 3 and 4 over 1..



References: *Oakland Park Pattern Book*

(d) Townhome

- A. Elevated first floor.
- B. Porches and entries are detailed to the same level or at a higher level than the main body. Porch foundations, columns, railings, eaves, and ceiling treatment are all elements that define the style.
- C. Recessed front facade plane.
- D. Facade material variation.
- E. Multiple roof forms, such as gables and hips.



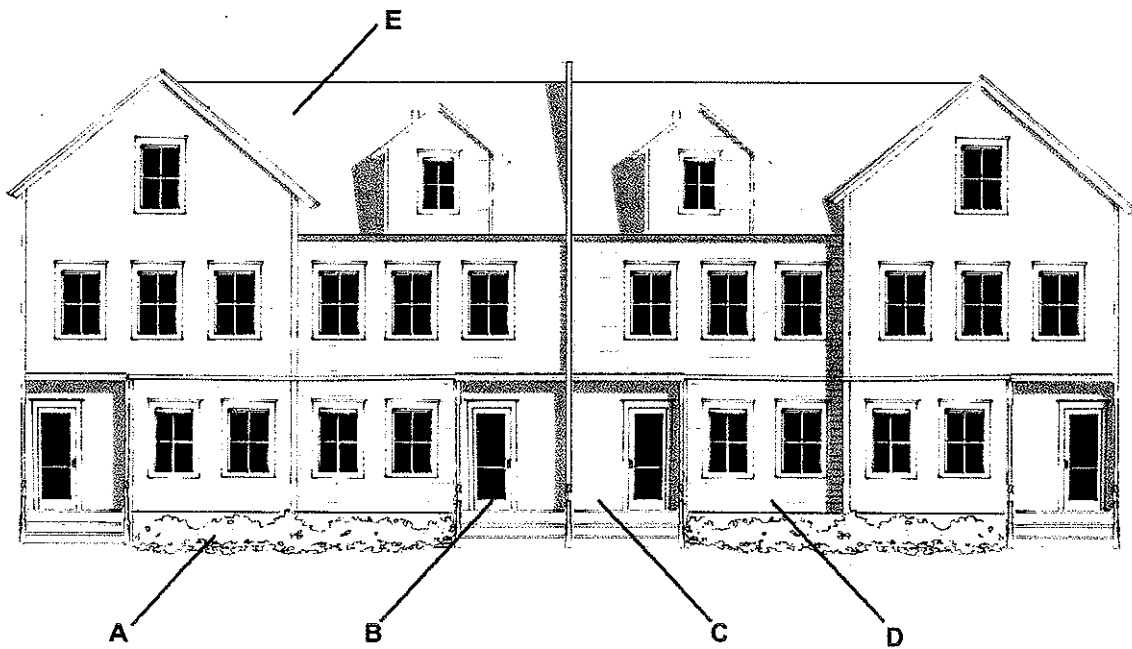
References: Oakland Park Pattern Book

2.0 Transects

2.0 Transects

(e) Live/Work Units

- A. Elevated first floor.
- B. Porches and entries are detailed to the same level or at a higher level than the main body. Porch foundations, columns, railings, eaves, and ceiling treatment are all elements that define the style.
- C. Recessed front facade plane.
- D. Facade material variation.
- E. Multiple roof forms, such as gables and hips.



References: *Oakland Park Pattern Book*

2. T2 and T3 Standards

The T2 and T3 Transects shall be developed according to the following standards listed in Table 2.5(1).

(a) General Residential Development Standards.

- (1) Typical lots shall follow the standards listed in Table 2.5(1).
- (2) The T3 Transition area is all detached single family residential lots less than 40 feet in width and are only permitted where designated on The Grow PD Regulating Plan. T3 Transition blocks shall have a lot of a wider width, no less than eight (8) feet, wider than midblock lots at block terminating intersections.
- (3) The same front facade for single family detached units shall not be repeated more than five (5) times within one (1) block face for both sides of any street and shall be separated by at least two (2) lots with different facades.
- (4) For T3 Transition, the lot grading plan shall include design features to ensure positive side yard drainage by draining to both front and rear yards. These design features may include:
 - (i) A/C units on same side of homes so that A/C units are not adjacent to each other;
 - (ii) A/C units on same side placed at the high elevation point of side yard so that drainage flows away from the A/C units to the front roadway and rear alley;
 - (iii) A/C units located behind the home when the garage is detached from the house with courtyard; and/or
 - (iv) Other lot grading plan features approved by the County Engineer.
- (5) Potential Townhomes. Potential Townhome lots shall follow the standards listed in Table 2.5(1) and shall only occur where depicted on The Grow PD-Regulating Plan. Potential Townhomes are prohibited in the T2 Transect. Potential Townhome lots that do not develop townhomes shall default to the designated T3 transect standards the lots are located in. The following additional standards are required for Potential Townhomes located in T3:
 - (i) All townhomes shall be rear loaded.
 - (ii) Minimum building separation: 20 feet.
 - (iii) Building length. Townhouse buildings shall be attached (built with no side setback or as a single building) with not more than six (6) attached units.

Table 2.5(1): T2 and T3 Development Standards

BUILDING SITING	T2/T3 PERIMETER LOTS	T2	T3	T3 POTENTIAL TOWNHOMES ¹
Minimum Lot Width	125' ²	60'	50' (T3 Restricted) 40' (T3 Standard) 34' (T3 Transition)	20'
Minimum Lot Depth	varies	100'	65'	70'
Minimum Living Area	1,500	1,500	1,000	1,000
Setbacks (Principal)				
Front (House or Porch)	25'	10'	10'	10'
Side	25'	5'	5'	0' 7' - end units 10' - side street
Rear	50'	15'	15' (if no alley)	N/A
Front Loaded Garage	25' ³	20' from ROW ⁴	20' from ROW ⁴	N/A
Rear Loaded Garage (Attached or detached)	N/A	3' or 18' ⁵	3' or 18' ⁵	3' or 18' ⁵
Lakefront	50' from NHWE	50' from NHWE	50' from NHWE	50' from NHWE
Maximum Impervious Coverage	40%	70%	90%	90%
Maximum Overall Height	2 stories	2 stories ⁶	2 stories ⁵	2 stories

Notes: 1/ Townhomes shall be limited to a maximum of 6 units per building.
 2/ Minimum Lot Widths along Tanner Road shall be 165 feet.
 3/ Perimeter lot garages may not be closer to right-of-way than the rest of the house facade.
 4/ Front loaded garages must be recessed a minimum of 8 feet behind the house

front facade or qualifying porch.
 5/ 18' if driveway is provided.
 6/ Rooftop decks are permitted including overhead canopies.
 7/ Accessory structures must be 5' from sides and rear, and are not permitted in the front setback area.

2.0 Transects

2.0 Transects

- (iv) Townhomes shall include a first floor front elevation which is visually elevated above finished sidewalk grade. Townhomes shall be raised two (2) steps above the public realm sidewalk with masonry wall and knee wall. Front yard landscaping shall include a short hedge behind the knee wall with at least one understory tree in front of each facade recess. Refer to Figure 2.5(a).
 - (v) To provide visual interest, individual units' streetside facade shall not all be on the same horizontal plane.
 - (vi) Each building is preferred to have varied building heights or architectural features such as dormers or gables to provide for articulation.
 - (vii) Each townhome building shall have a variation in facade material for each unit or middle units shall have one palette of materials different from end units. All units shall have similar materials for trim and accent features.
- (b) Front Porches. A front porch is defined as an un-air-conditioned, roofed, raised above grade structure which is attached to the front of the building. Porches may wrap around the sides of the structures.
- (1) The minimum dimension of a front porch shall not be less than 7 feet deep or less than 8 feet wide and must cover a minimum of 50% of the non-garage front facade.
 - (2) Excluding townhomes, front porches shall be required on 65% or greater of the residential units within each residential block.
 - (3) To qualify as a front porch, the porch must have,
 - Columns
 - Railings or knee walls
 - (4) At a minimum, townhomes shall, provide covered stoops with columns which support a gabled or hipped roof structure. Alternative designs may be proposed but must be reviewed for consistency with architectural style.
- (c) Front-loaded Garage Door Standards
- Permitted front loaded garages shall be developed according to the additional following standards:
- (1) All garage doors shall be recessed from the garage's front plane a minimum of eight (8) inches.
 - (2) For double-car garages, two (2) single garage doors are preferable to a double-wide door. Double-wide garage entries shall not exceed sixteen (16) feet in width. Double-wide garage entries are not permitted on front-loaded lots of less than 65 feet in width.
 - (3) Where single garage doors are provided for multi-car garages, entries no wider than twelve (12) feet shall be provided for each vehicle. Each entry shall be separated by a column or other visually substantial supporting vertical feature which is a minimum of twelve (12) inches wide. For three (3) car garages without tandem parking, the entries shall either have three (3) single-wide doors or one (1) double-wide door plus 1 single-wide door.
 - (4) For garages accommodating three (3) vehicles or more, one (1) or more deeper bays allowing tandem parking, with one (1) vehicle behind the other, is preferred to

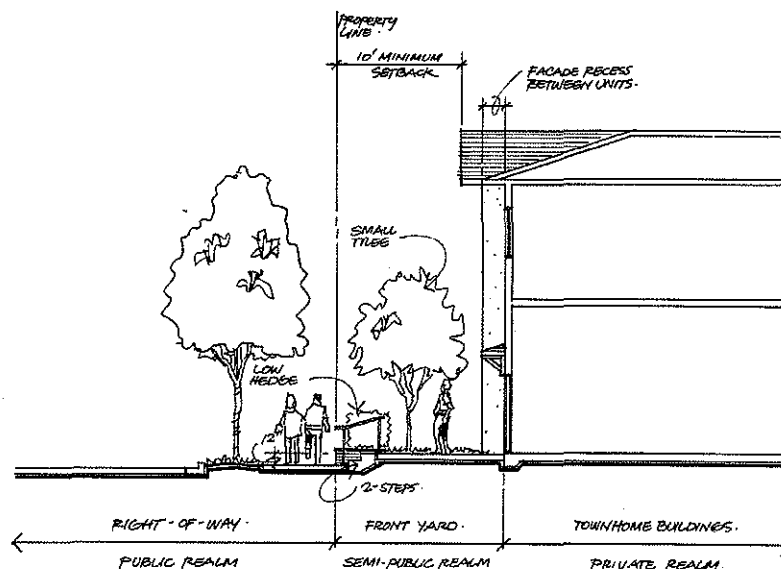


Figure 2.5(a) Townhome Frontage Diagram

vehicle bays side by side facing the street.

- (5) Garage doors shall either incorporate windows along the upper one-quarter (1/4) of the door or substantial architectural patterning shall be incorporated throughout the door plane.

2. T4 Standards.

- (a) The T4 Transects shall be developed according to the standards listed in Table 2.5(2) and the standards described in Section 2.5.2(c) through 2.5.2(i).

(b). Definitions

Awning. A rooflike structure, often made of canvas or plastic that serves as a shelter, as over a storefront, window, door, or deck.

Base. The first floor of a multi-story building.

Beam. A horizontal architectural element connecting the tops of columns to other columns and/or buildings.

Body. The portion of a multistory building above the base and below the cap.

Build-to-line. A line established within a given lot parallel to the street indicating where building(s) must be placed.

Build-to-line façade. The face of the building on the build-to-line of a public street.

Build-to-line frontage ratio. The amount of building frontage in relation to the length of street frontage for a development parcel.

Column. An upright pillar or post. Columns may support a roof or a beam, or they can be purely decorative.

Corner lots. Parcels of land located at the intersection

of two streets. Build-to-line frontage requirements for both streets are found in Section 2.5(d)(5).

Kickplate. The area of the build-to-line façade under the required storefront on non-residential buildings.

Knee wall. A finished masonry wall structure that can be attached or detached from a building, used to screen parking areas and meet build-to-line frontage requirements.

On-site pedestrian connection system. A continuous, unobstructed, direct route of on-site sidewalks connecting the public street sidewalk to building entry(ies), parking areas, pedestrian gathering places, and adjacent properties.

Parking bay. An area of a parking lot containing one or two rows of parking spaces and a drive aisle.

Primary building entry. The required pedestrian entry into the building on the build-to-line façade.

Primary façade. The building façade with the primary pedestrian entry to the building and fronts on a public street.

Public realm. All exterior places, linkages, and built form elements that are physically or visually accessible.

Relief panel. Storefront without glass and with architectural relief consistent with the glass storefront.

Secondary façade. Any building face not required to be build-to-line façade.

Sign band. The area of the build-to-line façade above the storefront on non-residential buildings and under the building body and/or cap.

Storefront. The area of the build-to-line façade made up of glass and/or relief panels between the kickplate and sign band on non-residential buildings.

Street furniture. On-site amenities for the benefit of the pedestrian that can include, but are not limited to, benches, planters, street lights, bike racks, tables, fountains, refuse receptacles.

Transparency. The required amount of clear, non-reflective glass on the build-to-line façade store front.

(c). Additional Residential T4 Standards

- (1) T4 Detached Residential blocks shall have a lot of a wider width, no less than eight (8) feet wider, than midblock lots at block terminating intersections.
- (2) The same front facade for single family detached units shall not be repeated more than five (5) times within one (1) block face for both sides of any street and shall be separated by at least two (2) lots with different facades.
- (3) For T4 detached single family units, the lot grading plan shall include design features to ensure positive side yard drainage by draining to both front and rear yards. These design features may include:

Table 2.5(2): T4 Development Standards

BUILDING SITING	T4 DETACHED RESIDENTIAL	T4 TOWNHOMES
Minimum Lot Width	34'	20'
Minimum Lot Depth	65'	70'
Minimum Living Area	1,000	500
Setbacks		
Front	10'	10'
Side	5'	0' 7' - end units 10' - side street
Rear Loaded Garage ¹	3' or 18'	3' or 18'
Maximum Impervious Coverage	90%	90%
Maximum Overall Height	2 stories ²	2 ½ stories ³

Notes: 1/ 18' if driveway is provided.

2/ Rooftop decks are permitted including overhead canopies.

3/ Half story allowed under the primary roof structure and with dormers where appropriate

2.0 Transects

2.0 Transects

- (i) A/C units on same side of homes so that A/C units are not adjacent to each other;
 - (ii) A/C units on same side placed at the high elevation point of side yard so that drainage flows away from the A/C units to the front roadway and rear alley;
 - (iii) A/C units located behind the home when the garage is detached from the house with courtyard; and/or
 - (iv) Other lot grading plan features approved by the County Engineer.
- (4) **Front Porches.** A front porch is defined as an un-air-conditioned, roofed, raised above grade structure which is attached to the front of the building. Porches may wrap around the sides of the structures.
- (i) The minimum dimension of a front porch shall not be less than 7 feet deep or less than 8 feet wide and must cover a minimum of 50% of the non-garage front facade.
 - (ii) Excluding townhomes, front porches shall be required on 65% or greater of the residential units within each residential block.
 - (iii) To qualify as a front porch, the porch must have,
 - Columns
 - Railings or knee walls
 - (iv) At a minimum, townhomes shall, provide covered stoops with columns which support a gabled or hipped roof structure. Alternative designs may be proposed but must be reviewed for consistency with architectural style.
- (5) **Townhomes.** Townhome lots shall follow the standards listed in Table 2.5(2) and shall only occur where depicted on The Grow PD Regulating Plan. The following additional standards are required for Townhomes located in T4:
- (i) All townhomes shall be rear loaded.
 - (ii) Minimum building separation: 20 feet
 - (iii) Building length. Townhome buildings shall be attached (built with no side setback or as a single building) with not more than six (6) attached units.
 - (iv) Townhomes shall include a first floor front elevation which is visually elevated above the public realm sidewalk with masonry above finished sidewalk grade. Townhomes shall be raised two (2) steps wall and knee wall. Front yard landscaping shall include a short hedge behind the knee wall with at least one understory tree in front of each facade recess. Refer to Figure 2.5(a).
 - (v) To provide visual interest, individual units' streetside facade shall not all be on the same horizontal plane.
 - (vi) Each townhome building is preferred to have varying building heights or architectural features such as dormers or gables to provide for articulation.
 - (vii) Each townhome building shall have a variation in facade material for each unit or middle units shall have one palette of materials different from end units. All units shall have similar materials for trim and accent features.
- (d) Non-residential and mixed use development shall be done in accordance with the following additional standards:
- (1) **Building Orientation.** Buildings shall be oriented parallel to a public street such that their primary pedestrian entrances are visible from that street.
 - (2) **Building Placement.** Building shall be placed on the build-to-line according to street type, as listed on Table 2.5(3). Optional green space shall be in the form of planters within the pedestrian realm and shall be located as depicted in Figures 2.5(b), 2.5(c) and 2.5(d).

Table 2.5(3): Build-to-Line Requirement

STREET TYPE	DISTANCE FROM PROPERTY LINE	OPTIONAL GREEN SPACE
SR 50 ¹	70'	n/a
Avenue	18'	6'
Loop Road	15'	9'
Connector	12'	4'
Local	10'	n/a
Farmer's Market	12'	n/a

Note: ¹/See Figure 2.5(c) for Building Placement

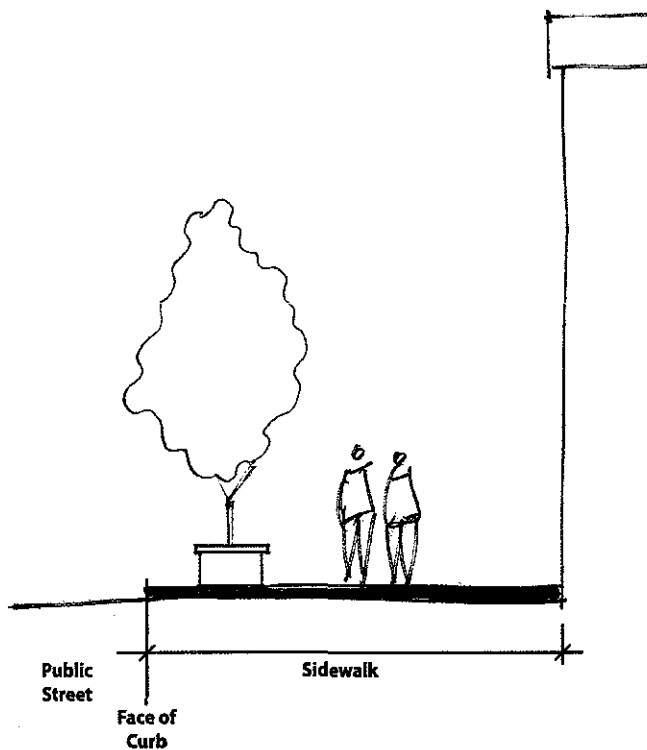


Figure 2.5(b) Building Placement Scenario

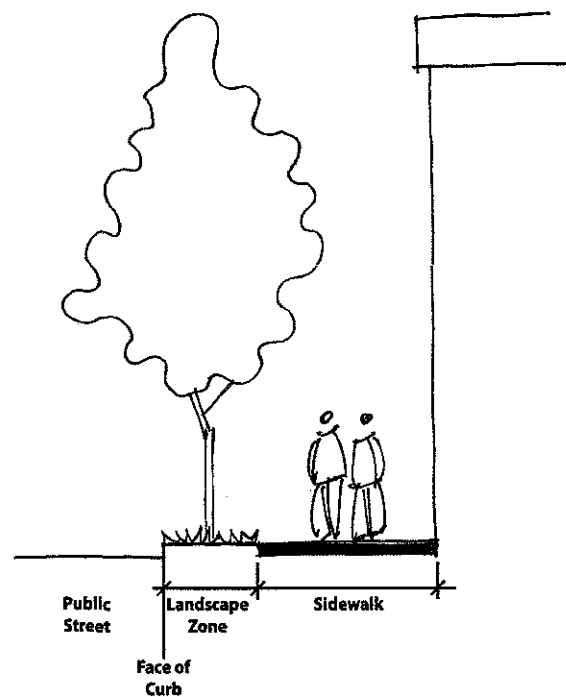


Figure 2.5(c) Building Placement Scenario

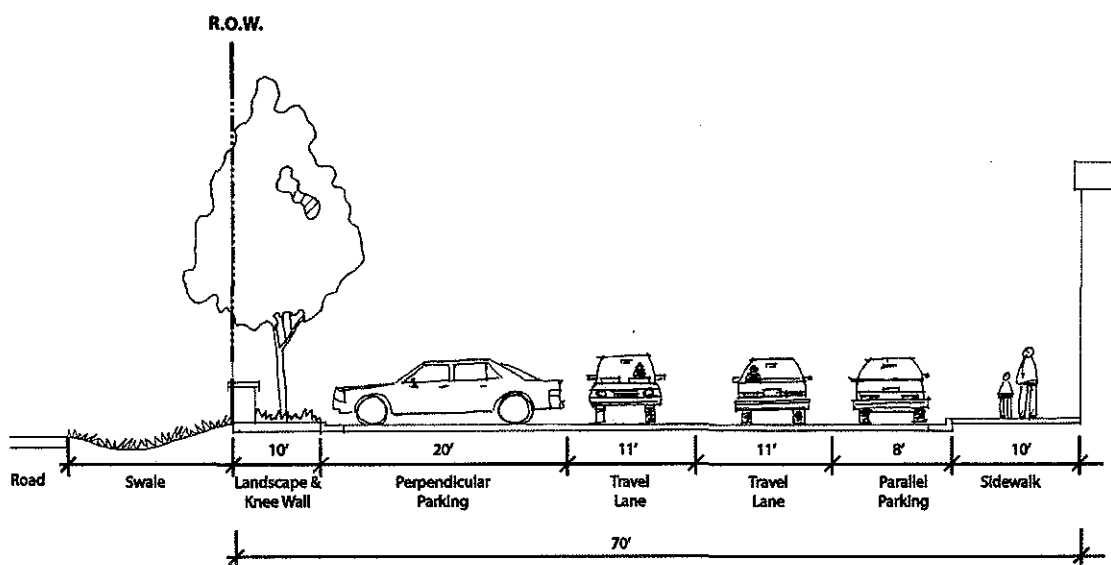


Figure 2.5(d) Building Placement Scenario

2.0 Transects

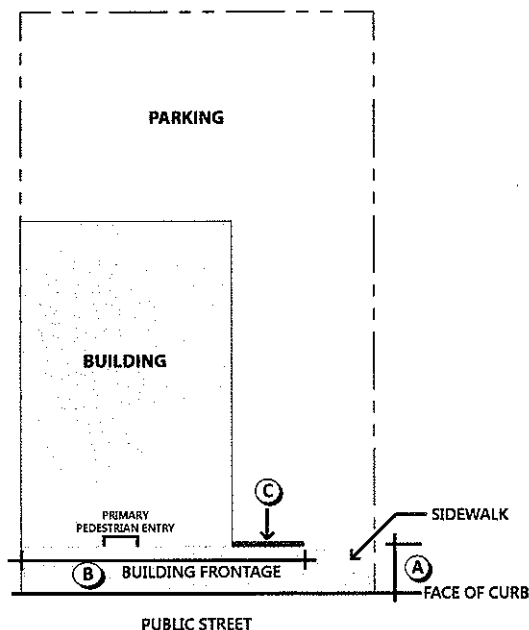
(3) Building Frontage Ratio.

- (i) Generally. The building frontage ratio requires a minimum frontage ratio for building massing on the build-to-line. Refer to Figure 2.5(d).
- (ii) Required knee wall. All parking areas shall be located behind a building or shall be screened from view of a public street by a knee wall. Knee walls along the build-to-line that are used to screen parking may be counted towards the building frontage ratio standards provided in Table 2.5(4).
- (iii) Minimum building frontage ratio for the construction of buildings on the build-to-line shall follow the standards in Table 2.5(4). Corner lots must meet the required build-to-line frontage along both public rights-of-way.
- (iv) Portions of buildings may be recessed from the build-to-line for architectural interest or pedestrian areas. Maximum linear frontage recess shall be 30%. Maximum recess depth shall be determined by DRC on a case by case basis.

- (v) Corner lots. On corner lots, the building shall be constructed at the build-to-line along both of the regulating plan streets and shall meet the frontage standard for the street with the primary pedestrian entrance. Street wall maybe used to meet the frontage standard for the street without the primary pedestrian entrance. A knee wall may be used to meet the frontage standard for the street without the primary pedestrian entry.

Table 2.5(4): Minimum Building Frontage Ratio by Street

STREET TYPE	MINIMUM FRONTAGE RATIO	MAXIMUM USE OF KNEE WALL
SR 50	n/a	n/a
Avenue	50%	20%
Loop Road	50%	20%
Connector	60%	20%
Local	60%	20%
Farmer's Market	n/a	n/a



BUILDING FRONTAGE

- (A) Build-To-Line**
- (B) Building Frontage (minimum 80% of lot width)**
- (C) Knee Wall (maximum 20% of lot width)**

Figure 2.5(d) Building Frontage Diagram

(4) Building Height.

- (i) Spatial Enclosure. Good walkable streets have a “sense of enclosure” and are defined by the width of the street to the height of the adjacent buildings and/or trees. T4 streets shall have a ratio between 1:2 and 1:3. Refer to Figure 2.5(e).

(5) Knee Walls.

- (i) Knee wall requirements. Finished masonry knee walls shall be used to meet building frontage requirements and to screen parking areas from view from public streets. Refer to Figure 2.5(d).

- (ii) Knee wall height. Knee walls shall be between 36 inches and 42 inches in height and shall have a discernible decorative cap.

- (iii) Knee wall location. Knee walls shall be located at the build-to-line.

- (iv) Pedestrian openings. A ten (10) foot wide pedestrian walkway opening shall be provided to the public street sidewalk and the parking areas.

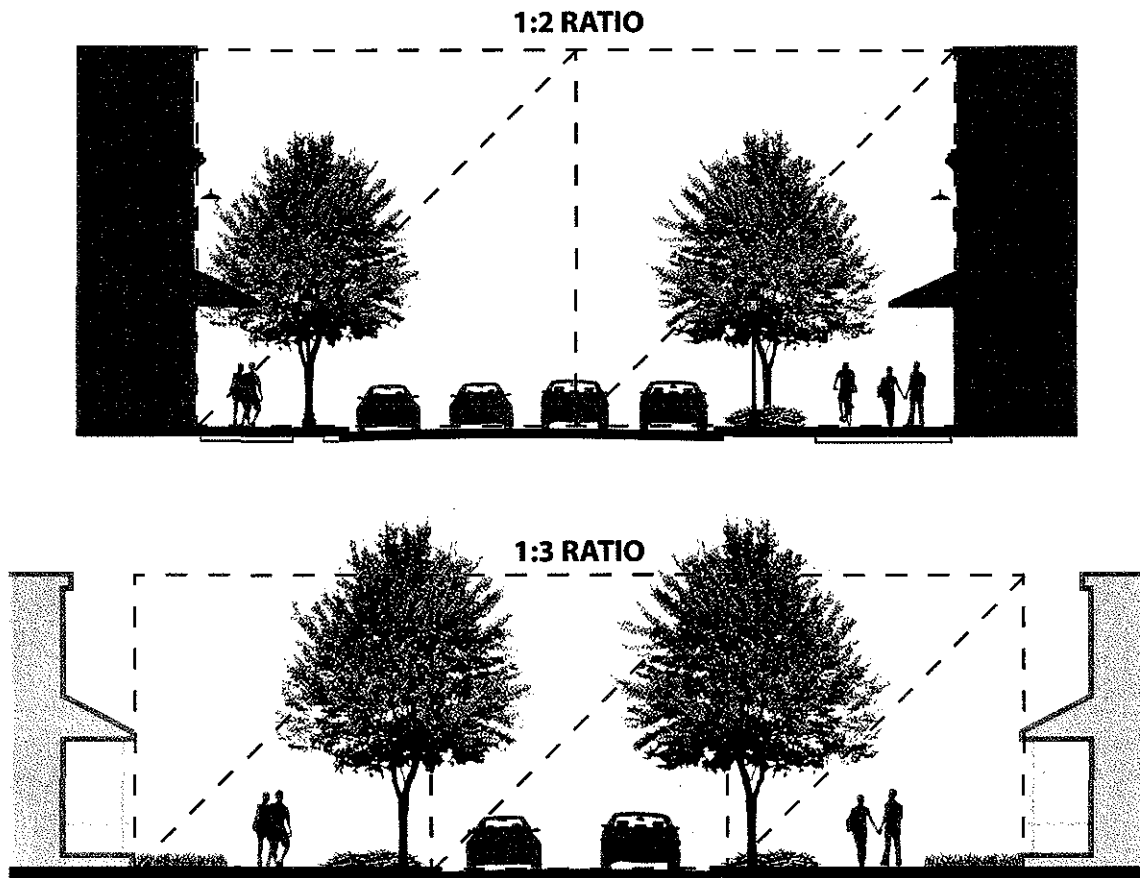


Figure 2.5(e) Spatial Enclosure Diagram

2.0 Transects

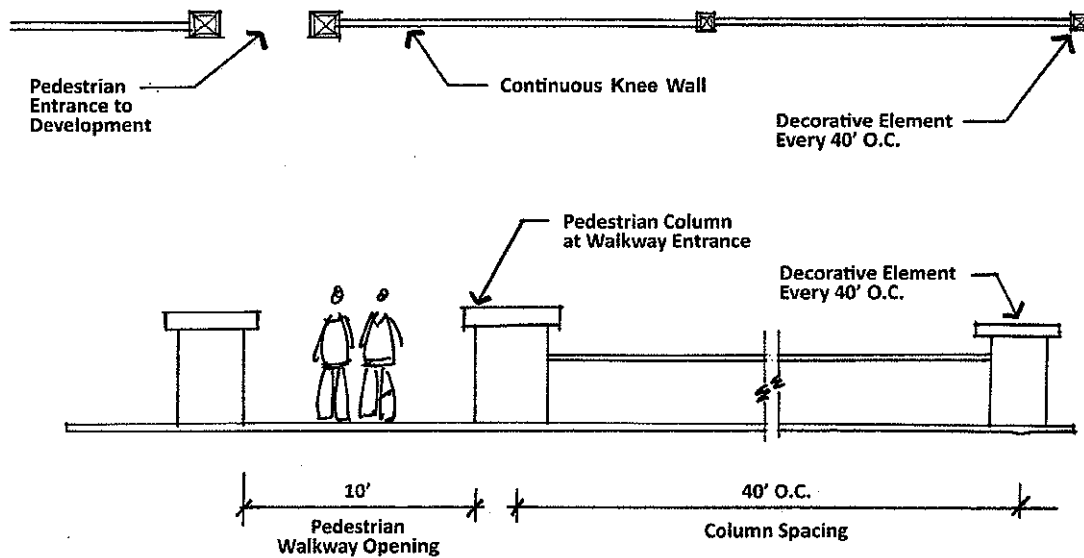


Figure 2.5(e) Knee Wall Diagram

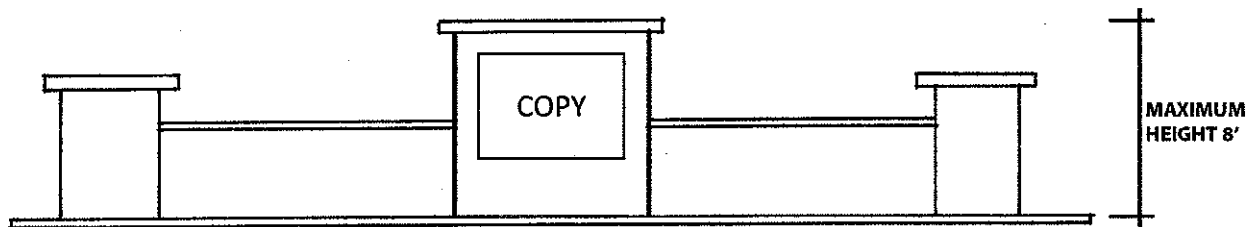


Figure 2.5(f) Sign Wall Diagram

(6) Knee wall elements.

- (i) Knee walls shall have an architectural accent to provide variation in appearance along the wall and to reduce large expanses of the horizontal space. These architectural accents shall extend at least eight (8) inches, and no more than eighteen (18) inches above the height of the wall. Refer to Figure 2.5(e) and 2.5(f).
- (ii) Knee wall architectural accents (columns) shall be made of the same or similar materials as the rest of the wall.
- (iii) An architectural accent shall be located at the beginning and end of any knee wall, except where the wall intersects with the building plane. There shall also be an architectural accent in the wall at a maximum of forty (40) foot intervals, on center. Walls shall terminate eight feet from the back of curb for drive aisles.

(iv) Knee wall pedestrian columns.

- a. Knee walls shall have pedestrian columns to provide for a variation in appearance at pedestrian openings.
- b. Knee wall pedestrian columns shall be located on each side of a pedestrian opening
- c. Knee wall pedestrian columns shall comply with the requirements of wall architectural accents.

(v) Knee wall signs.

- a. Signs may be incorporated into the wall if the sign materials are made of masonry the same or similar to the material of the building façade and include a masonry cap. Refer to Figure 2.5(f).
- b. Knee wall signs shall only be up or down lit, and may not be internally lit.
- c. Copy area is regulated by the sign regulations in Section 7, Signage.

(7) Site Layout.

- (i) Generally. Site layout is defined and organized by the building placement.
- (ii) Parking is to be located behind buildings, or screened by a knee wall.
- (iii) There shall be a direct pedestrian connection from the primary building pedestrian entry to the public street sidewalk system.
- (iv) All outdoor equipment, such as HVAC and ventilation systems shall be placed on the roof, to the rear or side of buildings, or otherwise visually screened from the street. Water and reclaimed water meter assemblies and backflow preventers must be adjacent to the right-of-way (within 20 feet) and must be screened from the street while not obstructing accessibility. Mechanical equipment shall not be allowed along the frontage of a public street. Mechanical equipment on the roof shall be screened from abutting streets with parapets or other types of visual screening.
- (v) All solid waste, recycling, and yard trash containers, including grease containers, and loading docks shall be located in parking areas, or at the side, or rear of a building, furthest from the public sidewalk. They shall be screened to minimize sound and visibility from residences, abutting sidewalks and streets, excluding service lanes.
- (vi) Drive-throughs shall be located to the rear of buildings where possible. If drive-throughs are located to the side of buildings, their width shall be limited to two lanes and they shall be recessed from the front façade by a minimum of 20 feet. In no case shall drive-throughs be located at the corner of two public streets

(8) Parking. Refer to Section 6 for required number of vehicle and bicycle parking spaces and for physical parking dimensions and features.

- (i) Parking structures. Parking structures shall be located at the build-to-line or to the rear of the primary structure.
- (ii) Parking structures shall meet architectural standards.

(e) Non-Residential Architectural Standards.

- (1) Generally. The non-residential architectural focus provides a sense of human scale and proportion for a strong pedestrian orientation. Horizontal and vertical wall articulation should be expressed through the use of architectural relief panels, recessed windows and entries, awnings, full roofs with overhangs and covered arcades for ground floor retail uses. The following

standards shall be used for all non-residential buildings and the non-residential portion of mixed use buildings.

- (2) Buildings shall reinforce pedestrian scale. No specific architectural style or design theme is required, but the compatibility of later buildings to earlier buildings shall be a priority to maintain desired community character. Large building bulk and long wall expanses shall be minimized by incorporating the following,
 - Architectural details such as cornices, change of materials on the primary façade, corbels, pilasters and finished detailing.
 - Architectural relief panels
 - Awnings or Colonnades
 - Decorative parapets finished on all sides
 - Columns

The continuity of design goes beyond the primary façade elevation of the building. The materials and colors of the build-to-line façade shall continue on the sides and rear of the building. All wall surfaces must be finished and flat face concrete block walls are prohibited without a finishing material

- (3) Primary façade. The building façade with the primary pedestrian entry shall be considered primary façades. Other façades shall be secondary façades
- (4) Primary building entry. Each primary façade must have a building entry located on that façade. If on a corner lot, a single entry on the diagonal perpendicular to the corner is permitted.
 - (i) The primary building entry may be on a secondary facade only if architectural features on the primary façade strongly resembles a building entry. The secondary facade with the primary building entry shall also meet all primary façade architectural elements.
- (5) Primary façade architectural elements.

- (i) The first floor primary facade shall consist of the build-to-line facade entry, a kickplate at ground level, transparent storefront and/or architectural relief panels above the kickplate, and a sign band above the storefront. The kickplate may be made of glass to extend the storefront to the sidewalk. External insulation finishing system (EIFS) is prohibited on the build-to line façade other than for customized architectural details such as columns and architectural detailing. Refer to Figure 2.5(g).
- (ii) The first floor minimum interior height shall be 14 feet measured from floor to ceiling.
- (iii) All glass for storefronts on the primary façade shall be clear and non-reflective.

2.0 Transects

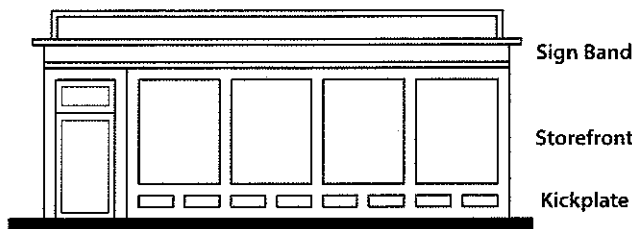


Figure 2.5(g) First Floor Facade

- (iv) First floor primary facades shall comply with the transparency requirements established in Table 2.5(5).
- (v) All non-residential buildings shall have a minimum 60% transparency. Architectural relief panels may be used for buildings above 7,500 square feet in size, and shall meet the standards listed in Table 2.5(5), unless there is greater transparency provided than the minimum listed in Table 2.5(5). The required area of architectural relief panels shall be met through the use of recesses in the building façade to articulate the building base requirements of kickplate, storefront and sign band.
- (vi) Each multi-story building shall have three distinct architectural elements; base, body and cap. The first floor shall follow the primary façade standards shown in Table 2.5(5). If the building is two stories, a base and a cap at minimum are required. Refer to Figure 2.5(h).
- (vii) The transition from building base to building body shall be expressed either horizontally, through a shift in the vertical plane or, vertically through a change in building materials along a level line clearly dividing the base from the rest of the building.
- (viii) The building cap, on a single story or multi-story building, shall display a distinct profile or outline incorporating such elements as a parapet, cornice, upper level setback or pitched roofline. When immediately adjacent to an existing building, new buildings shall provide a treatment that is respectful of the existing building architecture, such as providing a consistent cornice line where possible. The cap may or may not include habitable space.
- (ix) Roofs of buildings shall be limited to flat, hipped or simple gables. Flat roofs shall have a parapet treatment. The roof line must be animated with

changes in the vertical distance measured from the sidewalk across the primary façade.

- (X) All rooftop equipment or penetrations of a mechanical nature (vents, pipes, ducts, etc.) is to be screened from view from all adjacent properties and all rights-of-way. Such equipment or hardware shall not be located closer than six (6)

Table 2.5(5): Primary Facade 1st Floor Non-Residential Transparency

BUILDING SIZE	MINIMUM TRANSPARENCY	MAXIMUM ARCHITECTURAL RELIEF PANELS
Less than 7,500 sf	60%	Not Applicable
7,500 to 30,000 sf	40%	20%
Greater than 30,000 sf	20%	40%

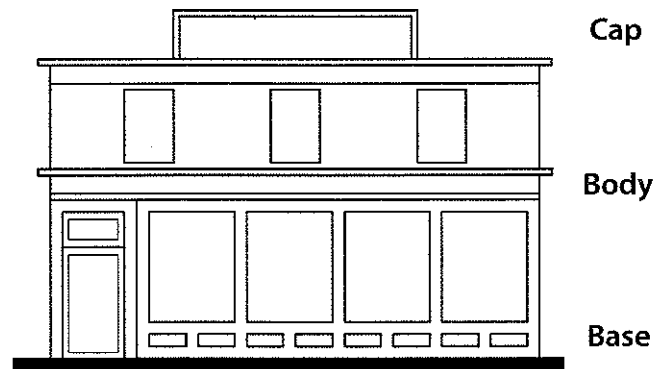


Figure 2.5(h) Multi-story Building Facade

feet from any residential windows.

3. Adequate Public Facilities (APF)

All development shall provide adequate public facilities (APF) as described in the following standards and as shown on The Grow-PD Regulating Plan. Provision of APF is established through several mechanisms including but not limited to the concurrency management system, impact fees, special taxing districts, capital improvements programs, APF Agreements, and The Grow PD-Regulating Plan. Additionally, APF shall be provided as required in FLU Policy 6.9.2(c) of the Comprehensive Plan.

- (1) General Standards. Prior to commencing development, the following standards shall be found to have been met:
 - (a) APF Park. The dedication of a twenty (20) net acre APF park that is adjacent to the Loop Road as shown on The Grow PD Regulating Plan. Financial remuneration will follow the APF agreement.
 - (b) School. Dedication of, or reservation and program for financing purchase of a elementary school site as shown on The Grow PD-Regulating Plan. In addition to the financing program for any capital improvements plan, impact fees otherwise applicable in the county will apply to the development for the purpose of financing school construction, as well as acquisition of site for and construction of an elementary school. Impact fee credits for dedication of the school site shall be in accordance with Chapter 23 of this Code and the provisions of the Comprehensive Plan, or as established by a developer's agreement with Orange County Public Schools or the Orange County Board of County Commissioners.
 - (c) Utility Tract. A three (3) acre utility tract shall be provided as shown on The Grow PD Regulating Plan. Financial remuneration will follow the APF agreement.
- (2) Development Standards. All APF lands shall be developed in accordance with the Orange County Land Development Code.

Page Intentionally Left Blank



LOCATION MAP



THE GROW PD
ORANGE COUNTY • FLORIDA
DATE: November 17, 2016
PROJECT NUMBER: 6186100



SITE AERIAL



THE GROW PD
ORANGE COUNTY • FLORIDA
DATE: November 11, 2019
PROJECT NUMBER: 61863.00

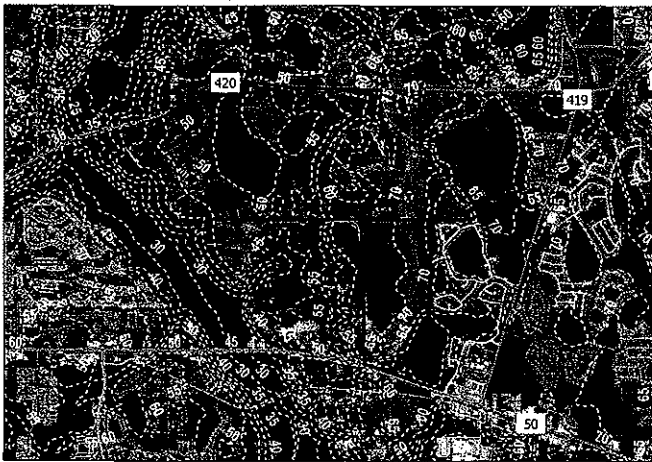
FILE PATH: \\s005601\project\51961.00 Am Land rev-New Ideas\graphics\3014957\Regulating Plan 07-27-15\CAD Layout Plan 305.c 30x48.mxd



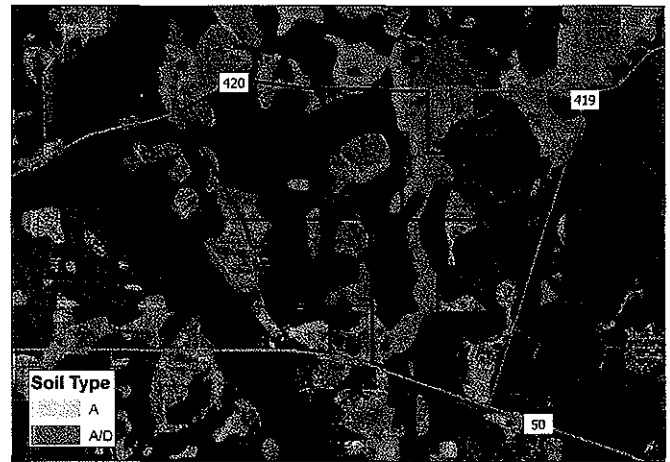
WETLANDS



100 YR FLOODPLAIN



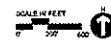
5 FT TOPOGRAPHY



SOILS



EXISTING CONDITIONS



THE GROW PD
ORANGE COUNTY • FLORIDA
DATE: November 12, 2015
PROJECT NUMBER: 63861.00

3.0 Street Types

Page Intentionally Left Blank

3.1 General Requirements

1. Intent

The standards outlined in this section are intended to:

- (1) Create complete streets that address all modes of travel, included pedestrian traffic, bicycle traffic, transit, and vehicular traffic.
- (2) Address features of the street right-of-way, including sidewalks, parkways, traffic lanes, bicycle lanes, and medians.
- (3) Continue the existing logical and comprehensible system of streets and street names that result in a simple, consistent and understandable pattern of blocks, lots, and house numbers.
- (4) Provide adequate access to all lots for vehicles and pedestrians.
- (5) Create streets that are appropriate for their contexts in residential, commercial, or mixed use Transects and are designed to encourage travel at appropriate volumes and speeds.
- (6) Encourage streets that respect natural features by following topography and drainage systems, rather than interrupting or dead-ending at the feature.
- (7) Create streets and public rights-of-way that result in stormwater runoff quantity reduction and improved quality of stormwater runoff.

2. Applicability

The standards in this section apply to all vehicular rights-of-way within any Transect.

3. General Requirements

All proposed streets, landscape or furnishings zones, and sidewalks shall be located in dedicated complete street rights-of-way as required by this article.

- (1) Street Types. All new complete street rights-of-way shall match one of the street types, whether publicly dedicated or privately held. Refer to Figures 3.4 through 3.9.

4. Street Construction Specifications

All construction in the right-of-way shall follow specifications defined by Orange County.

3.2 General Street Type Standards

1. Street Types

Street Types defined in this section outline acceptable street configurations. New streets should be designed using the principles and characteristics defined by each street type.

Orange County may require additional right-of-way, pavement width, or additional street elements depending on unique site characteristics.

2. Graphics

The graphics provided here, illustrating each street type, are samples of recommendations and illustrate a possible configuration of that street type. By applying the outlined standards, alternative configurations that maintain pedestrian and bicycle access may be coordinated with Orange County staff.

3. Typical Street Elements

Typical elements of a complete street right-of-way are divided into the vehicular and pedestrian realm. Each street type detailed in this article outlines which facilities are applicable.

- (1) Vehicular Realm. The vehicular realm is comprised of the travel lanes, bicycle lanes and parking lanes. Within the T4 transect, on-street parking shall be provided on all roads, where possible.
- (2) Pedestrian Realm. The pedestrian realm is typically comprised of pedestrian facilities, such as sidewalk, path/trail, or off-street bicycle path, and a buffer area, consisting of a landscape zone or furnishings zone that serves to buffer pedestrians or bicyclists from the movements of vehicles in the vehicular realm.
 - (a) Landscape Zone. A landscape area between the back of curb or edge of pavement to the sidewalk in which street trees, swales, lighting, and signage may be located. Typically used adjacent to residential buildings.
 - (b) Furnishings Zone. A hardscape area within T4 that extends from the back of curb into the sidewalk, in which street trees, street furniture, lighting, and signage may be located. Typically used adjacent to commercial and/or mixed use buildings.

4. Vehicular Travel Lanes

The number and width of vehicular travel lanes are determined by the Street Type as delineated within these standards.

5. Vehicular On-Street Parking

On-street parking as permitted or required on designated street types, shall meet the following requirements.

- (1) Parallel parking shall be permitted on all street types, except the Avenue. Reverse diagonal and head in diagonal parking are permitted on all T4 street types.
- (2) Vehicular Parking Space Dimensions. On-street parking space dimensions are outlined in Table 3.2(1). The stall width of a parking space shall be measured from the center of a stripe, and includes the gutter pan surface.

3.0 Street Types

3.0 Street Types

Table 3.2 (1). On-Street Parking Space Dimensions.

Angle (Degrees)	Curb Length (feet)	Stall Width (feet)	Stall Depth (feet)
parallel*	20	8	17
45	12	8.5	17
60	10	8.5	18
90	9	8.5	18

* Parallel space includes gutter pan

6. Bicycle Facilities

The following types of bicycle accommodations are permitted in the vehicular realm per Street Type.

- (1) **Dedicated Bicycle Lane.** Dedicated bicycle lanes are striped lanes on the outside of the outermost travel lanes that are designated for only bicycle use. This lane occurs on both sides of the street and shall be four feet wide.
- (2) **Designated Share Lane.** A designated shared lane is a lane that is shared between vehicles and bicycles on local streets. It includes a painted bicycle marker combined with a double arrow (known as a "sharrow"). This improvement occurs in both directions.
- (3) **Shared Lane.** A shared lane refers to a street that does not have bicycle lanes or a designated shared lane, but the speed (20 mph or less) and configuration of the street is such that bicycles could comfortably share lanes with traffic. Shared lanes shall be located on low volume local streets.

7. Stormwater Management

Incorporation of Low-Impact Development best practices into the right-of-way design is encouraged, such as incorporating drainage swales and slotted curbs into the landscape zone or permeable paving in the parking lanes.

8. Street Trees

Street trees are required along all street frontages, with the exception of Alleys.

- (1) Street trees shall be located either in a landscape zone within a planting bed or lawn, or in a furnishing zone in tree wells with a grate as required.
- (2) Street trees shall be installed and maintained at an average spacing equal to no greater than forty (40) feet on center.

3.3 General Street Layout Requirements

1. General Layout Standards

The following standards apply to new streets or newly platted vehicular rights-of-way.

- (1) **Treatment of Natural Features.** Streets shall be designed to respect natural features, such as rivers, woodlands, or slopes, by following rather than interrupting or dead-ending at the feature.
- (2) **Street Network.** The network of streets shall form an interconnected pattern with multiple intersections.

2. Culs-de-Sac

Culs-de-sac will be avoided in all Transects except where natural features prohibit street connectivity. Where a culs-de-sac cannot be avoided, the following parameters shall apply:

- (1) The cul-de-sac shall have a minimum outside turning radius of 44 feet.
- (2) The Local or Connector Street section shall be utilized for the pavement and the remaining center of the circular area shall be landscaped.
- (3) A pedestrian and/or bicycle connection from the cul-de-sac through to the next closest street, trail or sidewalk shall be provided, unless the cul-de-sac is a Connector Street.

3. Intersections

- (1) **Curb Radii.** The following curb radii shall be utilized unless otherwise authorized by the Planning and/or Zoning Manager.

- (a) Intersections should be designed for actual turning radius of the typical design vehicle as opposed to the maximum design vehicle. Small curb radii at intersections shorten pedestrian crossing distances and reduce vehicle turning speeds, thereby balancing the ease of travel of the vehicles and pedestrians.
- (b) **Connector and Local Streets.** At the intersection of any street with a Connector Street or Local Street, the curb radii shall be 20 feet.
- (c) **Avenue Streets.** At the intersection of Avenues to Avenues, the curb radii shall be 25 feet.
- (d) **Larger Radius.** When the design vehicle requires a larger curb radius and no on-street parking exists, the minimum curb radii shall be a 25 foot radius. Larger radii require approval of Public Works.
- (e) **Alley Intersections.** The curb radius at intersections involving alleys the minimum curb radii shall be a five (5) foot radius.
- (f) All loop road connections shall have a 25' radii.

- (2) **Crosswalks.** Crosswalks shall be required at all intersections involving the Avenue, Loop Road and the Connectors Street.

- (a) **Dimensions.** Crosswalks shall be minimum six (6) feet in width measured from mid-stripe to mid-stripe.
- (b) **Markings.** Crosswalks shall be appropriately indicated

on the finished street surface with painted markings and/or textured or colored pavement.

- (c) **Crossing Distances.** For Avenue Streets and to encourage pedestrian activity, typical crosswalks shall not extend over 40 feet without a landscape median, bulb-outs and/or other pedestrian refuge to mitigate the effects of vehicular traffic on crossing and increase pedestrian safety and comfort.
 - (d) **Accessible ramps and warning panels,** per the American Disabilities Act (ADA) or any more stringent state requirement are required where all sidewalks or trails terminate at a crosswalk or curb.
 - (e) **Ramp Orientation.** Ramps shall be oriented perpendicular to traffic, requiring two ramps per corner at intersecting streets.
- (3) **Bulb-outs.** Bulb-outs may be used to shorten pedestrian crossing distances.
- (a) The depth of the bulb-out shall match the utilized on-street parking, either the width of the parallel space or the depth of the diagonal space.
 - (b) The radius of the bulb-out shall match the requirements for the intersection.

3.4 Avenue

1. Intent

The Avenue is a high capacity street for higher speeds with a wider right-of-way, excluding a multi-use trail. It serves all types of development and provides connections to SR 50.

2. General Requirements

Avenues shall be developed using the standards found in the typical section, Figure 3.4(1), Avenue Cross Section.

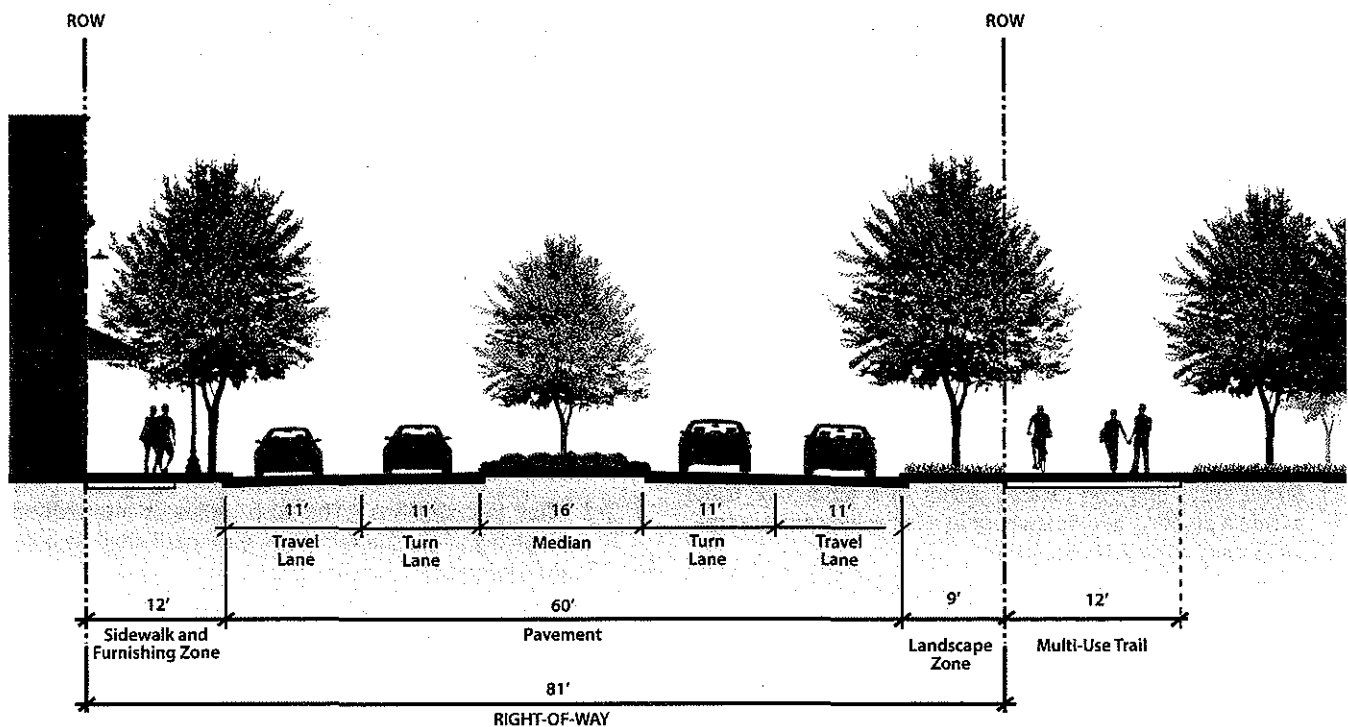


Figure 3.4(1). Avenue Cross Section

3.0 Street Types

3.5 Loop Road with Multi-Use Trail

1. Intent

The Loop Road is a medium capacity street designed for 25-35 mph with a wider right-of-way. It serves all types of development and provides connections to the neighborhoods. The Loop Road right-of-way excludes an adjacent multi-use trail.

2. General Requirements

The Loop Road shall be developed using the standards found in the typical plan and section, Figure 3.5(1), Loop Road with Multi-Use Trail cross section. Multi-use trails shall be owned and maintained by the Master HOA.

3.6 Connector Street

1. Intent

Multi-modal connection from the loop road into the Neighborhoods.

2. General Requirements

Connectors shall be developed using the standards found in the typical plan and section, Figure 3.6(1), Connector Street cross section.

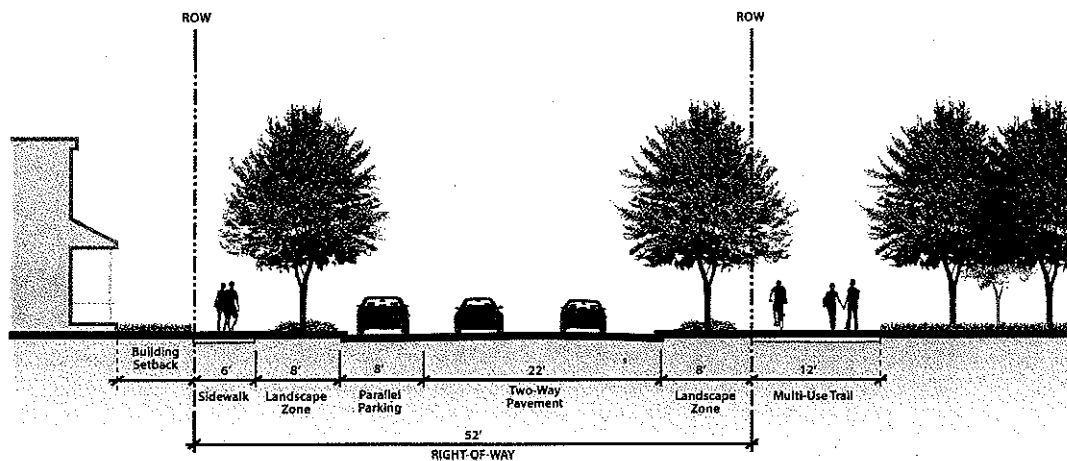


Figure 3.5(1). Loop Road with Multi-Use Trail Cross Section

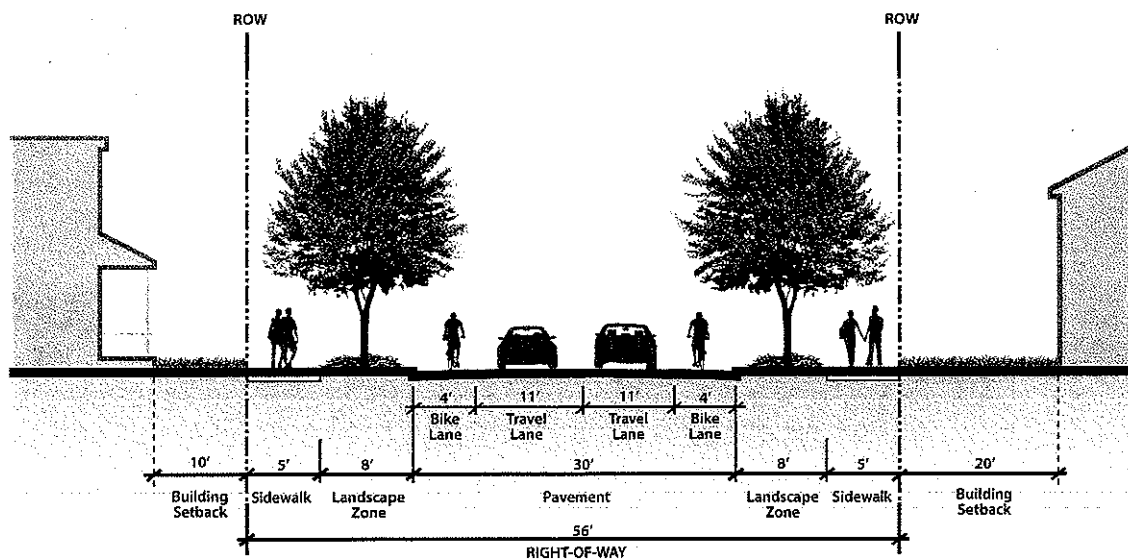


Figure 3.6(1). Connector Street Cross Section

3.7 Local Streets

1. Intent

Local Street are low capacity streets designed for slow speeds with a standard right-of-way. It primarily serves those neighborhoods directly adjacent to it. Low Volume Local Streets may be used when there are less than 80 residences using the street for access.

2. General Requirements

The Local Street and Low Volume Local Street shall be developed using the standards found in the typical sections, Figure 3.7(1), Local Street and Figure 3.7(2) Low Volume Local Street cross sections.

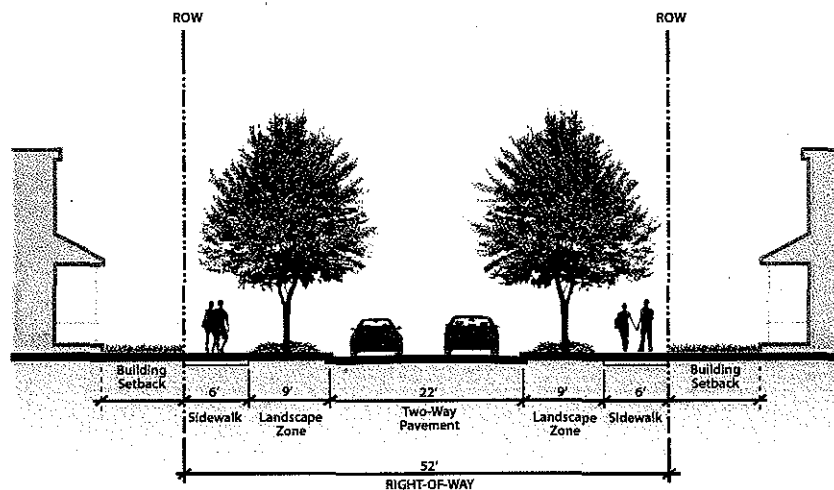


Figure 3.7(1). Local Street Cross Section

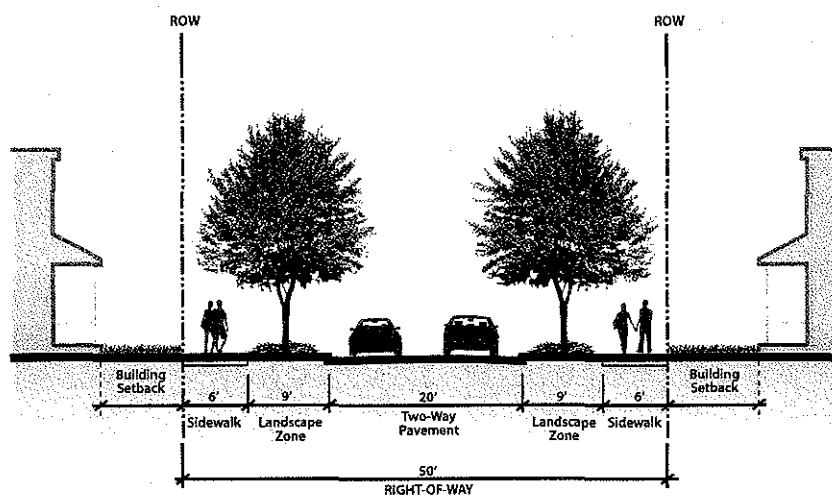


Figure 3.7(2). Low Volume Local Street Cross Section

3.0 Street Types

3.8 Farmer's Market Street

1. Intent

The Farmer's Market Street is a shared street for both vehicular and pedestrian use. It is primarily designed as a pedestrian way, with specialty paving, no pavement markings or curbs and may be closed to vehicular traffic during special events. This street may be closed to vehicular access for community events and/or farmers markets at the discretion of the HOA.

2. General Requirements

The Farmer's Market Street shall be developed using the standards found in the typical section, Figure 3.8(1) Farmer's Market Street cross section.

3.9 Alley

1. Intent

The Alley is a very low capacity drive located at the rear of parcels. From the Alley, access to parking facilities, loading facilities, and service areas, such as refuse is possible without a curb cut or driveway interrupting a street type. Alleys shall be platted as a tract.

2. General Requirements

Alleys shall be developed using the standards found in the typical section, Figure 3.9(1) Alley.

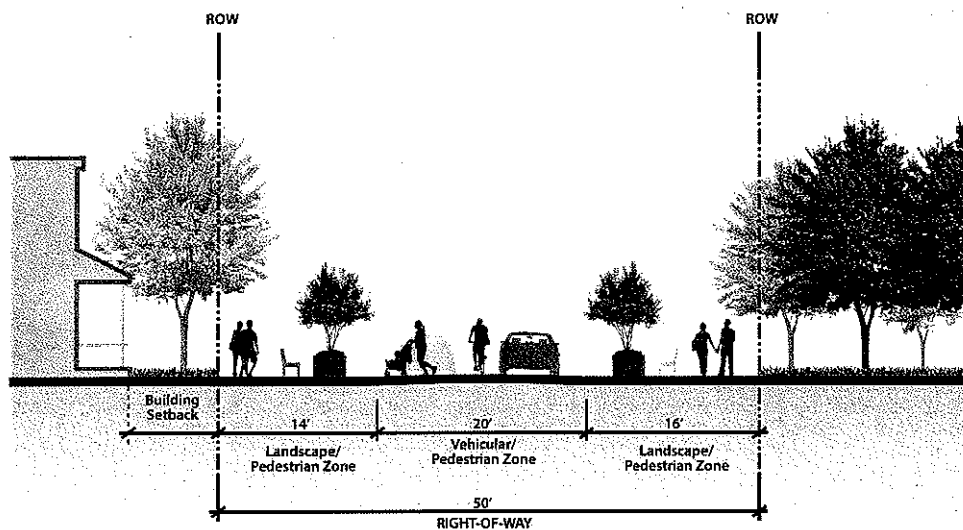


Figure 3.8(1). Farmer's Market Street Cross Section

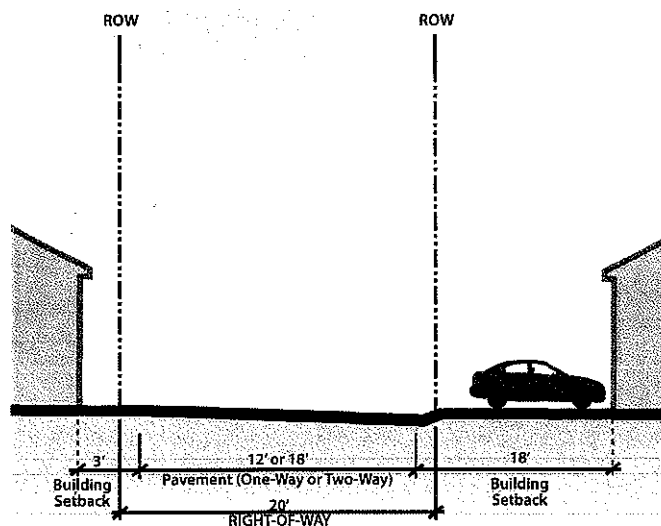


Figure 3.9(1). Alley Cross Section.

3.10 Blocks

1. Intent

Blocks within The Grow PD shall be defined as a surface land area that is separated and distinguished from other surface land areas by streets, pedestrian or bicycle paths or connections, or other natural or man-made features. Blocks shall be located on Connector Streets and/or Local Streets within Neighborhoods only.

2. General Requirements

- (1) Residential blocks shall be the area defined as one (1) block length by two (2) lot depths. A residential block is defined as a block length by one (1) lot depth when said block backs up to the perimeter of a property or another use. Refer to Figure 3.10(1).
- (2) Block length. Within a neighborhood the average of all block lengths shall not exceed 600 feet. Blocks or block faces located along ecologically significant vegetative communities, or where topography limits the ability to meet the block standards described above, may be excluded from the maximum block length calculation.
- (3) Block perimeter. Maximum block perimeter is 1,450' unless along a loop road containing or adjacent to a pedestrian green.

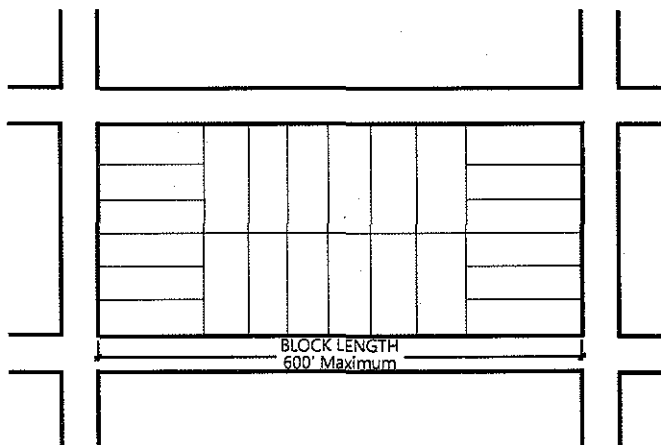


Figure 3.10(1). Block Length Diagram

3.11 Trails

1. Intent

Trails within The Grow PD provide an alternative mode of transportation. Off-street trails within The Grow PD will be owned by and maintained by the Master HOA.

2. General Requirements

Trails shall be developed using the standards found in the typical section, Figure 3.11(1), Multi-Use Trail.

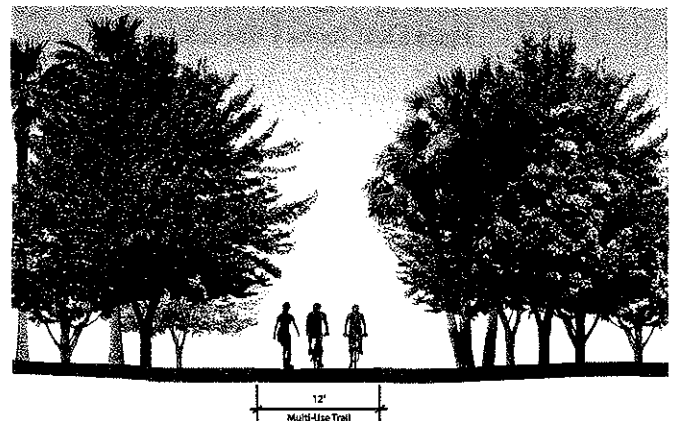
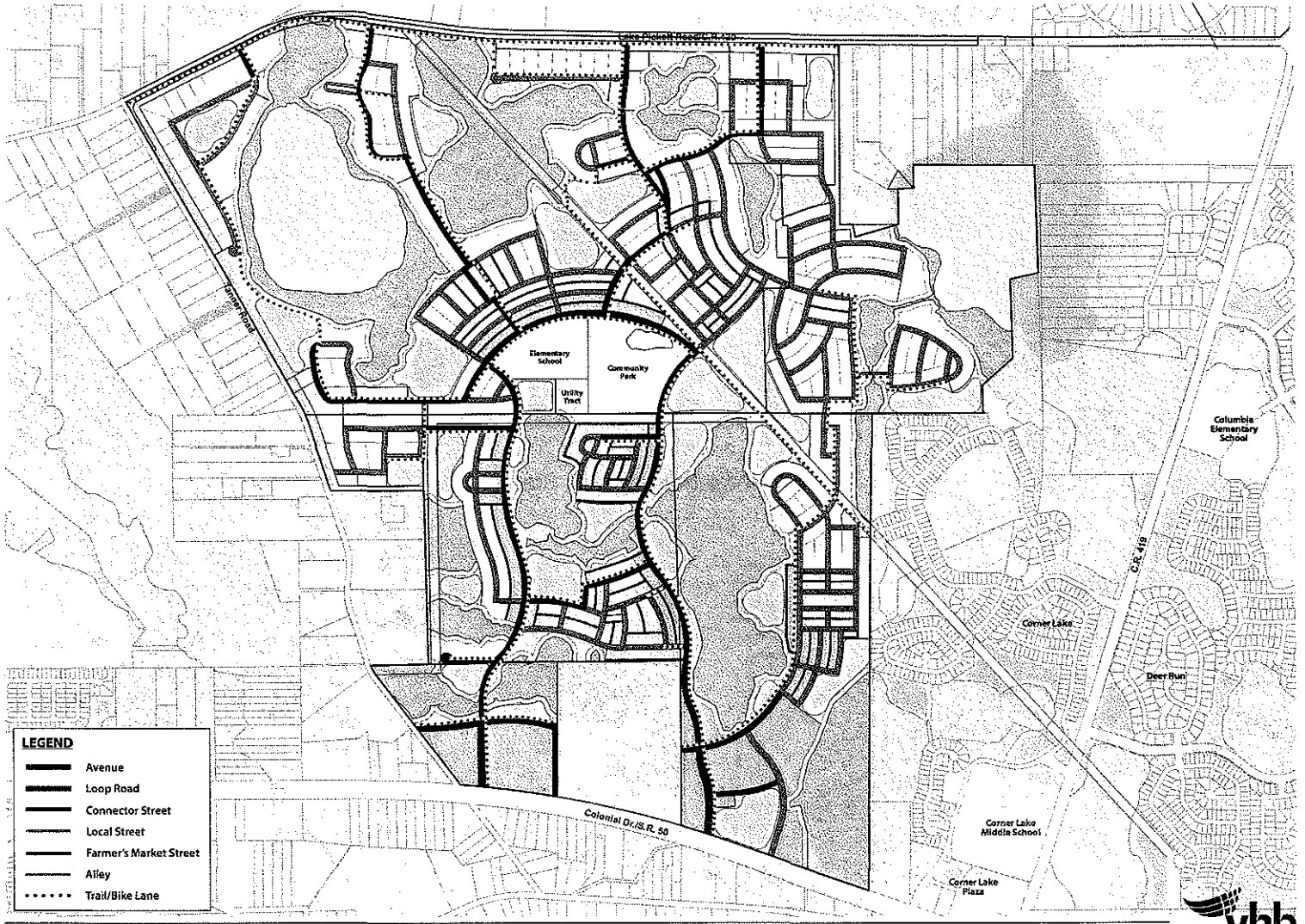


Figure 3.11(1). Multi-Use Trail Cross Section

Page Intentionally Left Blank



THE GROW PD
STREET HIERARCHY
ORANGE COUNTY - FLORIDA

SCALE IN FEET
0 100 200



DATE: April 15, 2019
PROJECT: THE GROW PD
22311 Redwood Ln., Suite 100, Orlando, Florida 32835
TEL: 407.815.4106 | FAX: 407.815.4108 | WWW.VHB.COM
11/17/18 - 11/17/18 (01/17/18) (01/17/18) (01/17/18) (01/17/18) (01/17/18) (01/17/18) (01/17/18) (01/17/18) (01/17/18) (01/17/18)

Page Intentionally Left Blank

4.0 Uses

Page Intentionally Left Blank

4.0 Uses

4.1. General Requirements

1. General Provisions

The following general provisions apply to the uses outlined in this section.

- (1) A lot may contain more than one use only within the T4 Transect.
- (2) Each of the uses may function as either a principal use or accessory use on a lot, unless otherwise specified.

2. Organization

The uses are grouped into general categories, which may contain lists of additional uses or clusters of uses.

- (1) Unlisted Similar Use. If a use is not listed but is similar in nature and impact to a use permitted within a Transect, the Planning and/or Zoning Manager may interpret the use as permitted or prohibited. The unlisted use will be subject to any additional standards applicable to the similar permitted use.

3. Use by Transect Table

Table 4.1 outlines the permitted uses in each Transect. Each use is given one of the following designations for each Transect in which that use is permitted.

- (1) Permitted ("P"). These uses are permitted by right in the Transect in which they are listed.
- (2) Listed uses that are not permitted in the Zone are indicated by a blank space

4.2. Definition and Additional Standards of Uses

1. Residential Uses

A category of uses that include several residence types.

- (1) Single Family Homes. A detached building designed or used exclusively for residential occupancy, but not including hotels, lodging, motels or mobile homes.
- (2) Garage Apartments and Granny Flats. Living quarters (including kitchen and bathroom facilities) which are separate and distinct from and secondary and subordinate to the primary single-family dwelling unit. The living quarters may be attached to or detached from the primary dwelling unit. An accessory dwelling unit connected to a primary dwelling unit by a breezeway, roofed passage or similar structure shall be deemed a detached accessory dwelling unit. Garage apartments and granny flats shall not count towards density. A mobile home shall not be deemed an accessory dwelling unit.
- (3) Screen Rooms and Screen Enclosures. A non-habitable structure consisting of solid aluminum roof panels,

attached to the principal structure. Such room shall be open and unenclosed on the projecting three (3) sides, supported by aluminum columns. The aluminum columns may only support screen mesh, solid aluminum kick panels up to twenty-four (24) inches in height above the floor of the room and/or vinyl panels which are seasonal, nonpermanent and removable. The screen mesh shall be the type not less than fifty-five (55) percent open.

- (4) Home Occupations. Home occupation shall be a permitted use, subject to the following conditions, restrictions, and prohibitions:

- (a) Only the residents of the home may engage in the home occupation. No employees shall be allowed.
- (b) The home occupation shall be an incidental use, and shall be limited to 25% of the home, but not exceed 800 square feet.
- (c) Clients and customers shall not be allowed at the home.
- (d) No signage shall be allowed.
- (e) The use of commercial vehicles for the home occupation shall be limited to one vehicle. No dual rear wheel vehicle or larger shall be allowed in residential areas except as permitted by Section 38-79(42). No auxiliary trailers or other equipment shall be kept on site unless enclosed in the home or garage.
- (f) Equipment that is not typically found for domestic household use shall be prohibited. No equipment, material, or process shall be used for a home occupation that produces or emits any noise or vibration felt outside the home, lighting or glare visible outside the home, smoke, dust, or other particulate matter; excessive heat or humidity; blight or unsightliness; gas, fumes, or odor, electrical interference; or any nuisance, hazard, or other objectionable conditions detectable at the boundary of the lot, if the home occupation is conducted in the principal or accessory dwelling unit, or outside the dwelling unit. Explosives, highly flammable materials, and toxic or hazardous wastes shall be prohibited. Typical residential utility usages, including trash and recycle quantities, shall not be materially exceeded. The home occupation shall not adversely impact any neighbor's enjoyment of his or her residence.
- (g) Fabrication of articles or products, such as commonly classified under the term "arts and handicrafts," may be deemed a home occupation, subject to the definition of "home occupation."
- (h) A cottage food operation, as defined and regulated by Chapter 500, Florida Statutes, shall be deemed a home occupation.

Table 4.1 Uses by Transect

Uses				
	T1	T2	T3	T4
Residential				
Single Family Homes, detached		P	P	P
Garage Apartments/Granny Flats		P	P	P
Screen Rooms		P	P	P
Screen Enclosures		P	P	P
Home Occupations		P	P	P
Family Foster Homes		P	P	P
Townhomes, attached			P	P
Zero Side Yard Development				P
Residential Care				P
Civic				
Assembly		P*	P*	P
Hospital & Clinic				P
Library/Museum/Post Office				P
Police & Fire				P
Retail & Commercial				
Hotel/Inn				P
Neighborhood General Retail				P
Craftsman Retail (20,000 sf Max)				P
Service				
Neighborhood and General Services				P
Office				
Office				P
Agriculture				
Farmer's Market				P
Hand-Tendered Farms	P	P	P	P
Working Farm	P			
Yard Garden	P	P	P	P
Community Gardens	P	P	P	P
Roof Gardens	P	P	P	P
Equestrian Center, with boarding	P			
Indoor & Outdoor Recreation				
Dance schools and studios				P
Bowling alley				P
Health spas, exercising centers, aerobic classes				P

4.0 Uses

Table 4.1 Uses by Transect

Uses				
	T1	T2	T3	T4
Indoor & Outdoor Recreation				
Arcades, video games				P
Indoor clubs, bowling clubs, private indoor clubs, indoor recreational uses				P
Outdoor clubs, private outdoor clubs, tennis clubs, nonprofit parks and recreation areas, outdoor recreation uses, private recreation areas for single family development		P	P	P
Youth Organizations		P	P	P

*/ An assembly use shall be permitted within designated Central Focal Point (CFP) tracts only.

**Table 4.2. Typical General Retail Uses
(Includes all Neighborhood Retail)**

Appliance & Electronic Sales & Service	Jewelry Sales & Repair
Automotive Rental	Luggage & Leather Goods
Automotive Supply (no service)	Music Store
Computer Software Sales & Leasing	Musical Instrument Repair & Sales
Department Store	Office Supply
Home Furnishings & Accessories Sales & Rentals	Optical Goods
Medical Supply Store, Sales & Rental Alcohol Sales	Paint & Wallpaper
Antique Shop	Party Supply Shop
Apparel & Accessory Store	Pet & Pet Supply
Art & Education Supplies	Specialty Food Market (Butcher, Candy, Fish Market, Produce, etc.)
Bakery, Retail	Sporting Goods Sales & Rental
Bicycle Sales & Repair	Stationary & Paper Store
Book, Magazine, & Newspaper Store (Indoor/Outdoor)	Toy Shop
Building Materials, Hardware, and Garden Supply	Video/Game Sales & Rental
Camera & Photo Supply Store	Motorcycle & Motor Scooter Sales
China & Glassware Shop	Heating, Air Conditioning & Plumbing Supplies, Sales, & Service
Convenience Store	Cabinet Supply (display only)
Drug Store/Pharmacy	Machine Sales and Rental
Fabric & Craft Store	Agriculture Equipment and Supply
Florist	Electrical Supplies
Gift, Novelty, & Souvenir Shop	Merchandise Vending Machine Operators
Grocery Store	
Hardware Store	
Hobby Shop	

**Table 4.3. Typical General Service Uses
(includes all Neighborhood Services)**

Bank or other Financial Service	Photography Studio & Supplies (on-site processing permitted)
Barber Shop, Beauty Salon, & Spa	Restaurants (refer to state law for alcoholic beverage requests)
Catering	Shoe Repair
Check Cashing	Tailor & Seamstress
Counseling	Tanning Salon
Day Care, Adult or Child	Theater
Dry Cleaning & Laundry	Training Center
Emergency Care Clinic	Travel Agency & Tour Operator
Fitness, Dance Studio, & Gym	Veterinarian
Framing	Animal Boarding (interior only)
Home Furniture & Equipment Repair	Concert Hall
Locksmith	Exterminating & Disinfecting Service
Mailing Services	Funeral Home
Microbrewery	Museums & Exhibits
Pet Grooming	Repair of Small Goods & Electronics
Photocopying & Printing	

**Table 4.4. Typical Recreation Uses
(includes Indoor and Outdoor Uses)**

Arcade & Game Rooms	Go-cart Tracks
Athletic Facilities	Miniature Golf
Batting Cage	Skating Rink
Billiard Parlor	Tennis & Racquetball
Bowling Lane	
Discotheque	
Golf Driving Ranges	

**Table 4.5. Typical General Service Uses
(includes all Neighborhood Services)**

Bank or other Financial Service	Photocopying & Printing
Barber Shop, Beauty Salon, & Spa	Photography Studio & Supplies (on-site processing permitted)
Catering	Restaurants (refer to state law for alcoholic beverage requests)
Check Cashing	Shoe Repair
Counseling	Tailor & Seamstress
Day Care, Adult or Child	Tanning Salon
Dry Cleaning & Laundry	Theater
Emergency Care Clinic	Training Center
Fitness, Dance Studio, & Gym	Travel Agency & Tour Operator
Framing	Veterinarian
Home Furniture & Equipment Repair	Animal Boarding (interior only)
Locksmith	Concert Hall
Mailing Services	Exterminating & Disinfecting Service
Microbrewery	Funeral Home
Pet Grooming	Museums & Exhibits
	Repair of Small Goods & Electronics

Table 4.6. Typical Craftsman Retail Uses

Apparel & Finished Fabric Products	Jewelry, Watches, Clocks, & Silverware
Artist Studio	Leather Products
Bakery & Confections	Meat & Fish Products, no Processing
Beverages, including Beer, Wine, Liquor, Soft Drinks, Coffee	Musical Instruments & Parts
Botanical Products	Pasta
Brooms & Brushes	Pottery, Ceramics, & Related Products
Canning & Preserving Food	Printing, Publishing & Allied Industries
Commercial Scale Copying & Printing	Shoes & Boots
Construction Special Trade Contractors	Signs & Advertising
Cut Stone & Cast Stone	Small Goods Manufacturing
Dairy Products	Smithing
Electronics Assembly	Taxidermy
Engraving	Textile, Fabric, Cloth
Electrical Fixtures	Toys & Athletic Goods
Fabricated Metal Products	Upholstery
Film Making	
Furniture & Fixtures	
Glass	
Greenhouse	
Household Textiles	
Ice	

- (i) Home occupation shall not be construed to include uses such as barber shops, beauty parlors, plant nurseries, tearooms, food processing (with the exception of a cottage food operation, as defined and regulated by Chapter 500, Florida Statutes), restaurants, sale of antiques, commercial kennels, real estate offices, insurance offices, pain management clinics, retail sales, labor pools, employment agencies, dispatch facilities, warehousing, manufacturing, wineries, micro-breweries, commercial retail sale of animals, or any other use not consistent with the home occupation definition, as determined by the Zoning Manager .
- (5) Family Foster Homes. A private residence licensed by the state department of health and rehabilitative services pursuant to F.S. § 409.175, in which children, who are unattended by a parent or legal guardian, are provided twenty-four-hour care. Such homes include emergency shelter family homes, family foster group homes, and specialized foster homes for children with special needs. A family foster home shall have no more than five (5) children, including the foster parent's own children (except as waived by HRS for special circumstances in order to keep siblings together).
- (6) Townhomes. Self-contained attached dwellings which are designed and constructed so that the unit and the lot on which it is located may be individually owned. Townhouse units are separated by fireproof and soundproof walls and are designed to provide privacy.
- (7) Zero Lot Line. The location of a building on a lot where one (1) or more of the building side is placed directly on a property line.
- (8) Residential Care. A facility offering temporary or permanent lodging to the general public consisting of sleeping rooms with or without in-room kitchen facilities. Residential care includes such uses as independent and assisted living facilities, nursing homes, residential care homes, and transitional treatment facilities. Assistance with daily activities may be provided for residents. Secondary service uses may also be provided, such as restaurants and meeting rooms. Rooms shall be accessed from the interior of the building.

2. Civic Uses

A category of uses related to fulfilling the needs of day-to-day community life including assembly, public services, educational facilities, and hospitals.

- (1) Assembly. A facility that has organized services, meetings, or programs to benefit, educate, entertain, or promote discourse amongst the residents of the community in a public or private setting. Assembly includes such uses as a community center, house of

4.0 Uses

worship, and private clubs and lodges.

- (2) **Hospital & Clinic.** A licensed institution providing medical care and health services to the community. These services may be located in one building or clustered in several buildings and may include laboratories, in- and out-patient facilities, training facilities, medical offices, staff residences, food service, pharmacies, and gift shop.
- (3) **Library/Museum.** A structure open to the general public housing educational, cultural, artistic, or historic information, resources, and exhibits. May also include food service and a gift shop as accessory uses.
- (4) **Police and Fire.** A facility providing public safety and emergency services; training facilities, locker rooms, and limited overnight accommodations may also be included. Police and fire facilities require a Special Use approval. The facilities shall be housed in a permitted building, but shall have the following additional allowances:
 - (a) Garage doors are permitted on the front facade.
 - (b) Exempt from maximum driveway widths.
- (5) **Post Office.** A publicly accessed facility for the selling of supplies and mail related products and the small scale collection and distribution of mail and packages. Large-scale postal sorting and distribution is not permitted.
- (6) **School.** An education facility with classrooms and offices, that may also include associated indoor facilities such as ball courts, gymnasium, theater, and food service.

3. Retail and Commercial Uses

A category of uses involving the sale of goods or merchandise to the general public for personal or household consumption. Outdoor sales, storage or display of merchandise is not permitted unless approved by the Planning & Zoning Managers. Outdoor seating for eating or drinking establishments, or small displays of merchandise directly in front of a retail establishment (not blocking pedestrian passage) shall be permitted.

- (1) **Neighborhood Retail.** A use in this category occupies a space of equal to or less than 12,000 square feet. Neighborhood retail includes such uses as those listed in Table 4.2 Typical General Retail Uses.
- (2) **General Retail.** A use in this category includes all Neighborhood Retail uses occupying a space of greater than 12,000 square feet and such uses as those listed in Table 4.2 Typical General Retail Uses.
- (3) **Craftsman retail.** Consistent with Table 4.6, Typical Craftsman Retail Uses, craftsman retail is a use involving small scale manufacturing, production, assembly, and/or repair with little to no noxious by-products that includes a showroom or small retail outlet equal to or less than 12,000 square feet.

4. Service

A category of uses that provide patrons services and limited retail products related to those services. Visibility and accessibility are important to these uses, as most patrons do not utilize scheduled appointments.

- (1) **Neighborhood Service.** A use in this category occupies a space of less than 12,000 square feet. Neighborhood service includes such uses as those listed in Table 4.3 Typical Neighborhood Service Uses.
- (2) **General Service.** A use in this category includes all Neighborhood Service uses occupying a space of equal to or greater than 12,000 square feet and such uses as those listed in Table 4.3 Typical General Service Uses.

5. Office Uses

Land used for administration, or clerical, technical, professional or other like business activity. However, this term does not include any facility involving manufacturing, fabrication, production, processing, assembling, cleaning, testing, repair or storage of materials, goods and products; or the sale or delivery of any materials, goods or products which are physically located on the premises. In the Transects where an office use is permitted and the use is considered a home occupation, the following standards shall be met:

- (1) In a live/work building, the use is exempt from the following standards.
 - (a) **Residence.** The operator of the business shall reside in the dwelling unit.
 - (b) **Vehicles.** Parking of a vehicle associated with the business must be accommodated on site.

Page Intentionally Left Blank

5.0 Green Infrastructure Plan

Page Intentionally Left Blank

Green Infrastructure Plan

5.1 General Requirements

1. Intent

The Grow PD shall adhere to the Green Infrastructure Plan as described in this section. The Green Infrastructure Plan is hereby established to identify conservation, open space and community space within The Grow PD. It is intended to preserve the rural lifestyle and character of the existing communities through design, integration and preservation of natural resources, amenities such as shared community gardens and greenhouses and other low impact agricultural uses, parks and play spaces, and areas promoting community congregation, fitness and well-being. In any situation of conflict between this plan and the Econlockhatchee River Protection Ordinance Chapter 15, Article XI, the Econlockhatchee River Protection Ordinance shall rule.

The Green Infrastructure Plan is comprised of a Master Stormwater Plan which identifies stormwater acreage and locations, as well as applicable Low Impact Development (LID) practices. The Master Conservation, Open Space and Community Space Plan identifies conservation and open space systems, connection to trail systems and includes an open space bonus system.

2. Ownership and Maintenance

The elements of the Open Space System, as described in Section 5.5, shall be owned and maintained by the Homeowners Association.

3. Definitions

Conservation Areas. Land governed by the Econlockhatchee River Protection Ordinance Chapter 15, Article X and XI or other land areas that are preserved by protecting natural resources including, but not limited to native species, habitat, water quality and supply in accordance with all applicable governmental regulations.

Community Space Areas. Areas that may count toward open space requirements, as provided in this section, that contain public amenities, such as community buildings, indoor sports facilities, agricultural facilities, education centers, child care facilities, and similar built environment facilities that promote intercommunity congregation, healthy living and personal enrichment.

Edible Trails. Trails that include landscaping components that consist of food-producing plants, such as fruit and nut trees, berry bushes, vegetables and herbs that are available and accessible to trail users. Any selection of edible trails or plants to be considered for edible trails are the sole responsibility of the Master HOA.

Low Impact Development (LID). LID is an approach that recognizes stormwater management as a critical component of site design and planning. LID practices in a variety of techniques

and strategies to reduce and slow stormwater runoff for on-site infiltration and potential reuse in order to maximize land development potential while preserving ecosystem function and environmental health.

Open Space Areas. Areas intended to promote gathering and outdoor community activity that are provided through the preservation of green space and community character. Open space areas may include, but are not limited to agricultural lands, upland and wetland buffers, outdoor sports fields, parks, pathways and trails that connect to existing and proposed trail systems, neighborhood focal points, amenitized stormwater ponds, and bike lanes.

5.2 Conservation

1. Intent

Conservation areas within The Grow PD are established to preserve an interconnected system of preserved natural land throughout the community and shall be facilitated by the application of Best Management Practices. The establishment of these conservation areas are intended to promote viability and assure continuity of habitat. Conservation areas shall be facilitated by the application of Best Management Practices.

2. Relationship to Open Space System

Conservation areas, as defined in Section 5.2, shall not be included as part of the open space requirement, as provided in Section 5.3.

3. Wetlands

The Grow PD includes 350.9 acres of wetlands, as depicted in Figure 5.1, Green Infrastructure Plan. Development in The Grow PD shall seek to limit impacts to wetlands. Any wetland impacts shall adhere to applicable local, state and federal regulations and shall obtain applicable permits.

5.3 Open Space

1. Intent

Open Space is a critical component of The Grow PD. The Open Space system connects neighborhoods to community destinations and recreational opportunities and promotes gathering and outdoor community activity.

2. Minimum Area Preserved for Open Space

The Grow PD shall have at least thirty-five percent (35%) of net developable acres incorporated within the open space system. All of the types of open space described in Section 5.3.4 may count toward the open space requirement. Community Space Areas may count for up to a maximum of five percent (5%) of the net developable acres required for the open space

system. Any land area greater than five percent (5%) of the net developable acres that is occupied by Community Space Areas shall not count toward the open space system requirement. Nothing in this section shall limit the amount of open space or community space areas allowed in The Grow PD.

3. Location

The location of open space areas shall generally be consistent with Figure 5.1, Green Infrastructure Plan. Exact acreages and locations may be refined based on on-site conditions, concurrent with final engineering.

4. Types of Open Space

Open space elements within The Grow PD may include, but are not limited to the following.

- (a) **Neighborhood Central Focal Points.** Neighborhood Central Focal Points (CFP's) provide an organizing feature for individual neighborhoods, such as parks, community gardens, community centers, civic buildings, schools, daycare facilities, or similar types of uses that promote community gathering and activity space. Each neighborhood in the The Grow PD shall contain at least one (1) Neighborhood Central Focal Point. The Neighborhood Central Focal Points shall average one (1) acre in size, and shall generally be located in the center of the neighborhood. There are three (3) identified CFP's located in Neighborhood T3-2, T3-6 and T3-8, that shall be rear loaded along the longest boundary side of the CFP. Neighborhood Central Focal Points shall be accessible by pedestrian and bicycle facilities, such as sidewalks, bike lanes, trails and pathways.
- (b) **Amenitized Stormwater Management.** Amenitized stormwater management facilities are components of the stormwater management system that are connected to the Conservation, Open Space and Community Space system by providing public access and/or views from a public rights of way or trail. Amenitized stormwater management facilities encourage the intent of the Open Space System by promote gathering and outdoor community activity, by providing access through adjacent streets, or trails, or by providing pathways. Amenitized stormwater management facilities also include at least one of the following community facilities; landscaping, sidewalks, trails, exercise stations, park benches, and gathering areas. Amenitized Stormwater management facilities shall count for up to fifty percent (50%) of the Open Space system, unless LID Bonus System is being applied (Refer to Section 5.6).
- (c) **APF Park.** A 20 acre regional park will be centrally located along the Loop Road in The Grow PD. This regional park shall be constructed, owned and maintained by the Orange County Parks Department. The Developer of The Grow PD may construct trails along the perimeter of the regional park prior to County construction activities. Refer to Figure 5.1.
- (d) **Trails.** The Trail System is intended to provide both internal and external PD connectivity. The trail system is intended to provide for recreational opportunities, as well as connect neighborhoods to community focal points and schools, commercial development, parks, or similar uses. The general location of trails within The Grow PD shall be as depicted in Figure 5.1, Green Infrastructure Plan. The design of the trail system shall limit the number of road crossings when practical. Refinements shall be permitted based on final engineering. The minimum width for all trail facilities shall be ten (10) feet and shall adhere to the cross sections provided in Section 3.11.
- (e) **Agriculture.** Low intensity agriculture uses, lands and facilities are permitted in The Grow PD to provide for community interaction, facilitate healthy lifestyles, provide recreational and educational opportunities, and preserve rural character. Agriculture uses in The Grow PD include farming, community gardens, edible trails, greenhouses and lands. Raising of animals at the working farm shall be limited to chickens and goats. Any other animals proposed shall be reviewed by the DRC. The working farm and equestrian center shall generally be located as depicted in Figure 5.1, Green Infrastructure Plan. Agriculture use properties within The Grow PD shall be owned and maintained by the Master Homeowner's Association or a similar type of organization.
- (f) **Equestrian Center.** A three (3) acre equestrian center shall be generally located as depicted in Figure 5.1, Green Infrastructure Plan. The equestrian center shall include stables, paddocks, office space, pasture, as well as limited vehicle parking. Boarding at the Equestrian Center is permitted for residents of the The Grow only. Farm animals other than equine require Planning and Zoning Manager approvals.
- (g) **Buffers (Upland and Perimeter).** A perimeter buffer consisting of native species, as identified or required by the Orange County Econlockhatchee River Protection Ordinance, Chapter 15 Article XI, shall be provided along Lake Pickett Road, Tanner Road and any perimeter adjacent to existing residential uses to enhance perimeter transition treatment, preserve existing rural view sheds and provide a visual buffer from the proposed development within The Grow PD. On Lake Pickett Road, the average buffer width is 200 feet with a minimum width of 100 feet. The minimum buffer width along S. Tanner Road shall be 100 feet. All other perimeter buffers shall have a minimum width of fifty (50) feet. Required perimeter buffers shall not be placed in easements associated with individual lots, but be placed in separate tracts owned and maintained by the HOA only.
- (1) **Uplands** shall be provided to buffer development from wetlands. These buffers shall generally be located as depicted in Figure 5.1, Green Infrastructure Plan. Boundaries and locations may be refined based on

Green Infrastructure Plan

final engineering. Upland buffers shall be a minimum width of fifty feet (50').

- (2) Buffers within The Grow PD shall be owned and maintained by the Homeowners Association.
- (h) Farmers Market Street. The Farmers Market Street, as depicted in Figure 3.8(1) and described in Section 3.8, is provided as an outdoor gathering place that promotes community interaction and preserves the rural character of the community. This street may be closed to vehicular access for community events and/or farmers markets at the discretion of the HOA.
- (i) Bike Lanes. Bike lanes shall be provided within The Grow PD to provide recreational and multi-modal opportunities and promote outdoor activity. The bike lanes within The Grow PD provide connectivity to destinations and gathering places within the community.

5.4 Community Space Areas

1. Intent

Community Space Areas are built environment facilities that are intended to promote intercommunity congregation, healthy living and personal enrichment.

2. Relationship to the Open Space System

Community Space Areas are allowed to count for up to five percent (5%) of the required open space. Additional Community Space Areas are allowed, but shall not count towards the open space requirement.

5.5 Master Stormwater Plan

1. General

The Master Stormwater Plan is depicted in Figure 5.2, Stormwater Management Plan. Stormwater management facilities shall generally be consistent with the plan as depicted in Figure 5.2. Revisions may be made based on on-site conditions and final engineering plans.

2. Relationship to Conservation

Open Space and Community Space System. Stormwater management facilities are encouraged to connect to the Conservation, Open Space and Community Space System, to create a blue/green system of open space elements throughout The Grow PD. Stormwater management facilities that connect to this system and are amenitized and connected to the Conservation, Open Space, and Community Space system, as described in Section 5.3.4, are allowed to count toward the open space requirements described in Section 5.3. Amenitized stormwater management facilities shall not count for greater

than fifty percent (50%) of the required open space, except when provided with Low Impact Development (LID) techniques, as described in Section 5.6. Section 5.6 describes the system of open space bonus credits which shall allow amenitized stormwater management facilities to count towards 65% of the required open space. Consistent with Orange County Code Chapter 34, Subdivision Regulations, Article IV Specifications for Plans and Plants, Section 34-132 Subdivision Construction Plans, 34-132(c)(2), pollution abatement swales shall be provided upland of streams and canals and the Normal High Water Elevation (NHWE) on all lakes (inclusive of wetlands connected to lakes) or if protection wetland buffers are present then upland of the buffer. Areas that drain away from lakes do not require a swale. Berms and swales used to protect wetlands will be considered on an individual basis as part of the plan review process of Preliminary Subdivision Plans (PSP) and Development Plans (DP) in consideration of the effects of activity adjacent to a wetland for adverse habitat impacts. The location and typical sections will be provided at the PSP/DP stage.

3. Low Impact Development Practices

The following are examples of LID practices that may be used in The Grow PD and are part of the open space bonus credit system. Similar LID practices are allowed and may be approved for bonus credits.

- (1) Rain Garden. Vegetated depressions (also referred to as bioretention cells) that collect runoff and facilitate its infiltration into the ground. Sizes of rain gardens, or bioretention cells, may vary based on the development area they are intended to serve.
- (2) Filter Strip. Bands of dense vegetation planted immediately downstream of a runoff source designed to filter runoff before it reaches a receiving water body.
- (3) Swales. Shallow channel lines with vegetation or grass and used to convey and store runoff.
- (4) Green Roofs. Impermeable roof membranes overlaid with a lightweight planting mix with a high infiltration rate and vegetated with plants tolerant to heat, drought, and periodic inundation used to reduce the volume of runoff discharged to a receiving water body.
- (5) Dry well. Also referred to as a French Drain, a dry well is a gravel or stone filled pit that is located to catch water from roof downspouts or paved areas.
- (6) Subsurface Recharge Trenches. Trenches filled with porous media, such as sand or aggregate that collect runoff and exfiltrate it into the ground.
- (7) Permeable Pavement. Manufactured paving stones, concrete, or asphalt that allow for infiltration into porous media placed underneath.
- (8) Infiltration Basin. Small, vegetative basins or dry ponds

designed to receive runoff and exfiltrate it into the ground.

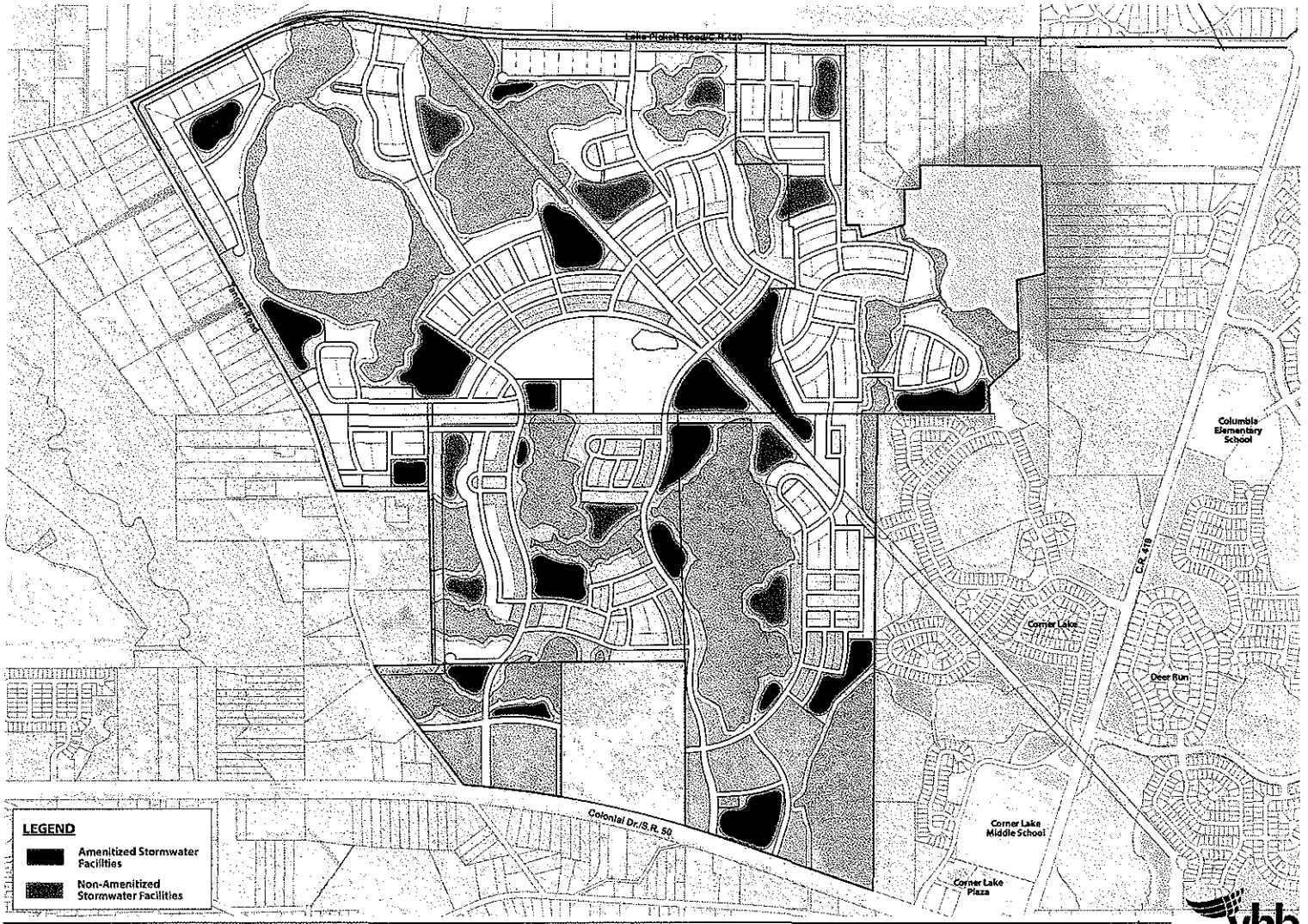
- (9) Rain Barrel or Cistern. Containers that store runoff delivered through building downspouts. Rain barrels are generally smaller structures and located above ground. Cisterns are generally larger than barrels and often buried. These elements may be connected to the building's plumbing or irrigation systems, or otherwise used to reuse water that is collected.

5.6 LID Bonus System

Refer to Section 1.4 for acceptable determination for use of LID Bonus System. Open Space credits for LID use within Amenitized Stormwater facilities shall be eligible for the following bonuses:

- (1) A 5% area of the total Master Stormwater Management System area or 5% volume of storm water in LID facilities shall allow 55% amenitized stormwater facilities to count towards open space.
- (2) A 10% area of the total Master Stormwater Management System area or 10% volume of storm water in LID facilities shall allow 60% amenitized stormwater facilities to count towards open space.
- (3) A 15% area of the total Master Stormwater Management System area or 15% volume of storm water in LID facilities shall allow 65% amenitized stormwater facilities to count towards open space.

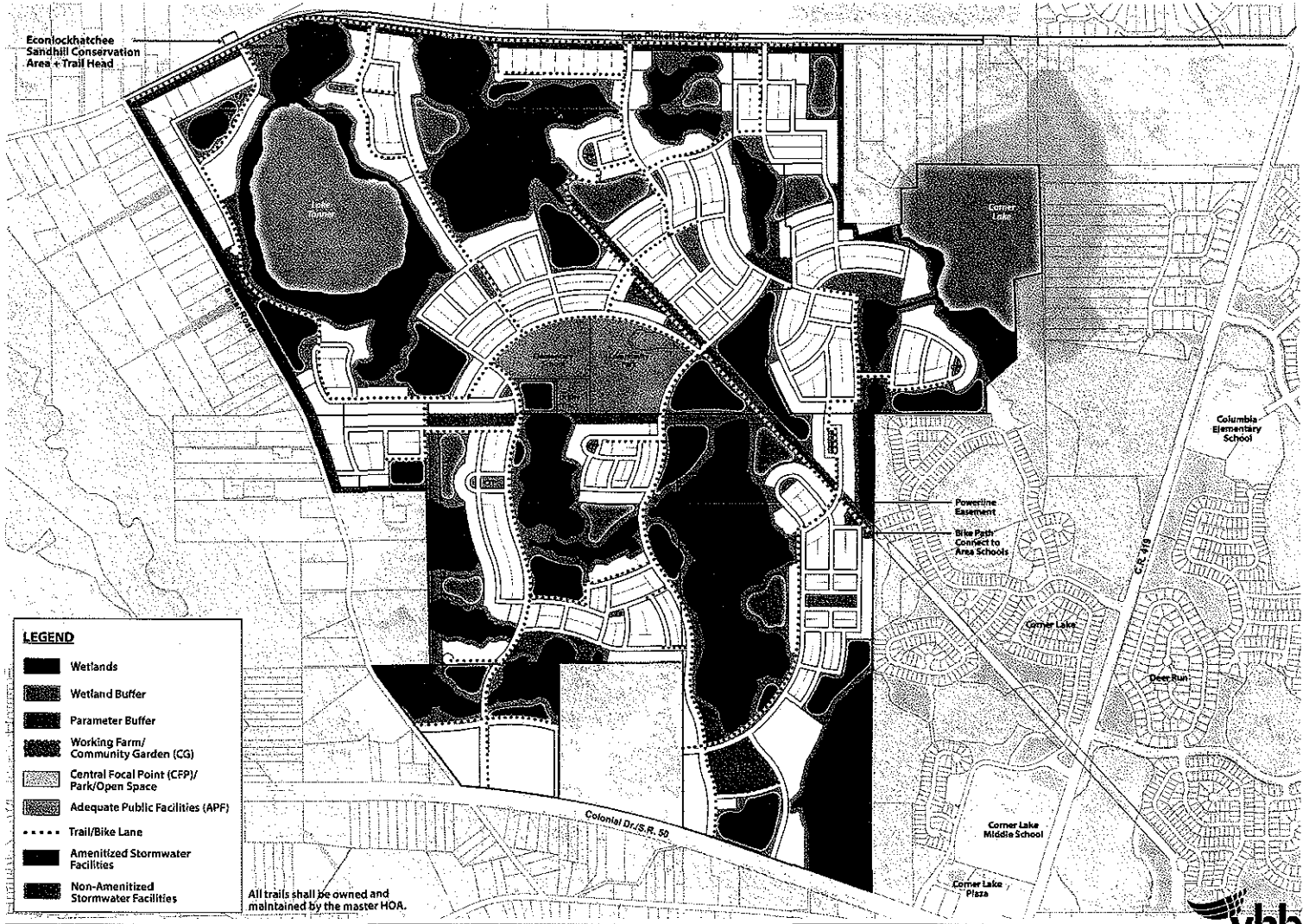
Page Intentionally Left Blank



THE GROW PD
FIGURE 5.2(1) STORMWATER MANAGEMENT PLAN
 ORANGE COUNTY • FLORIDA

SCALE BY FEET
 0 100 200

vhb
 VHB CONSULTANTS, INC.
 2714 E. Palmetto Ave., Suite 100 (Orlando, Florida 32822)
 407.407.4000 (Fax: 407.407.4001) www.vhb.com
 100% VHB CONSULTANTS, INC. IS AN EQUAL OPPORTUNITY EMPLOYER



THE GROW PD
FIGURE 5.1(1) GREEN INFRASTRUCTURE
 ORANGE COUNTY • FLORIDA

SCALE IN FEET
 0 100 200

222 E. Main Street, Suite 200, Orlando, Florida 32801
 TEL 407.839.4000 | FAX 407.839.4008 | WWW.VHB.COM
 ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF VHB AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM VHB.

6.0 Landscape Lighting Parking

Page Intentionally Left Blank

6.0 Landscape, Lighting and Parking

6.1 Landscape General Requirements

Landscaping within The Grow PD shall comply with Section 38-1233, Chapter 9 and Chapter 24 of the Orange County Land Development Code, or as may be amended. For T4 mixed use and/or non residential buildings, building frontage landscape standards are not required.

6.2 Lighting General Requirements

Lighting within The Grow PD shall comply with Article XVI of Chapter 9 the Orange County Land Development Code, or as may be amended. Additionally, lighting shall be low intensity and conform to "dark sky" standards of downward projected, "full cut-off" illumination that shields light from being emitted upwards toward the night sky or surrounding natural areas. To be full cut-off, the light bulb shall not extend below the lamp shade. The height of any exterior light pole fixture shall be limited to twenty-five (25) feet and utilize a residential scaled fixture.

6.3 Parking General Requirements

Parking within The Grow PD shall comply with Article XI of Chapter 38 of the Land Development Code, or as may be amended.

Page Intentionally Left Blank

7.0 Signage

Page Intentionally Left Blank

7.0 Signage

7.1 General Requirements

1. Intent

This section seeks to enhance the economy and aesthetic appeal of The Grow PD through the reasonable, orderly, safe and effective display of signage.

2. Applicability

No sign shall be attached to a utility pole, tree or other structure not approved by the Zoning Manager.

3. Sign location

Unless otherwise specified, signs shall only be located within the boundaries of the lot and not in the right-of-way or on public property.

- (1) Certain sign types may extend beyond a property line into the right-of-way or public property with permission of the County and in accordance with the regulations outlined in this section.
- (2) No sign shall be attached to a utility pole, tree, standpipe, gutter, or drain.
- (3) Signs shall be erected so as to permit free ingress to or egress from any door, window, the roof, or any other exit-way required by the building code or by fire department regulations.
- (4) No sign shall be erected or maintained in such a manner as to obstruct free and clear vision of, interfere with, or be confused with any authorized traffic sign, signal, or device.

4. Illumination

All signs shall be illuminated according to the following provisions, unless otherwise stated.

- (1) Signs shall be illuminated only by steady, stationary light sources directed solely at the sign or internal to it. Internally lit signs are only permitted for commercial uses in the T4 transect.
- (2) When an external artificial light source is used to illuminate a sign, the lamp (or bulb) shall be located, shielded, and directed so as not to be visible from any public street or private residence.
 - a. No receptacle or device housing a permitted light source which is attached to the sign itself shall extend more than eighteen inches (18") from the face of the sign.
 - b. If ground lighting is used to illuminate a sign, the receptacle or device should not extend more than twelve inches (12") above ground and must be fully screened and housed.
- (3) The illumination of any sign, resulting from any internal or external artificial light source, shall not exceed 250 nits at

sign face during the day and 125 nits at the sign face after sunset, with no light trespass onto adjacent property.

5. Construction, Design and Maintenance Standards

- (1) All signs shall meet the construction, design standards, and maintenance requirements of the County's Building Code.

7.2 Sign Types

The following sign types are permitted in all Transects.

1. Directional Signs.

- (1) The maximum copy area of a directional sign shall be six (6) square feet. Refer to Figure 7.4(a).
- (2) The maximum height of any directional sign shall be six (6) feet. The height of any directional sign shall be measured from the finished grade level to the top of the sign face.
- (3) The minimum setback for any directional sign shall be three (3) feet from any right-of-way line.
- (4) A maximum number of one (1) directional sign may be permitted per access direction point on a parcel.
- (5) The sign face of any directional sign may contain the logo of the establishment to which the directional sign refers, provided that a minimum of fifty-one (51) percent of the sign face contains directional information.

2. Public facilities signs.

- (1) Public facilities, such as central focal points, farms, gardens, trails, and similar uses are permitted to have signage in all transects. Refer to Figure 7.4(b).
- (2) The maximum height shall be eight (8) feet.
- (3) The maximum copy area for a public facility sign shall be 32 square feet.

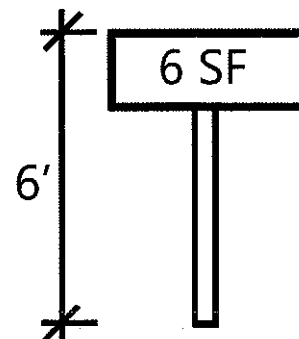


Figure 7.4(a) Directional Signage

3. Community Identification Signs

- (1) Community identification signs are permitted in all transects. In the T1 transect, community identification signs shall only be allowed at entry roads within the T1 transect.
- (2) The maximum copy area of a community identification sign shall be sixteen (16) square feet. Refer to Figure 7.4(c).
- (3) The maximum height of a community identification sign shall be eight (8) feet.
- (4) A community identification sign shall be erected only by the county or by a not-for-profit corporation representing the particular community or neighborhood.
- (5) A community identification sign erected on private property shall be limited to a maximum of one (1) sign per parcel, shall be set back at least five (5) feet from the right-of-way line, and shall require the written authorization of the property owner.
- (6) A community identification sign erected within the public right-of-way shall require execution of a use agreement as specified by the county, including issuance of a right-of-way utilization permit.
- (7) Ranch style subdivision identification signs are permitted with a maximum height of 22' and a copy area of 40 square feet. Refer to Figure 7.4(h).

4. Subdivision Identification Signs

- (1) Signs stating only the name of an approved residential development may be erected within the approved subdivision.
- (2) Subdivision identification signs are permitted in the T1, T2, T3 and T4 transects.
- (3) Such a sign shall be only a ground sign or a wall sign.
- (4) The maximum height shall be eight (8) feet.
- (5) Any such sign which is the primary sign shall be located only at the main entrance or on the median of the main entrance. Additional such signs which are secondary signs shall be located only at a secondary entrance or on the median of a secondary entrance.
- (6) The maximum allowable copy area of the primary identification sign for a residential subdivision shall be one hundred (100) square feet, and the maximum allowable copy area of any secondary sign shall be forty-eight (48) square feet. Refer to Figure 7.4(d) and 7.4(e).

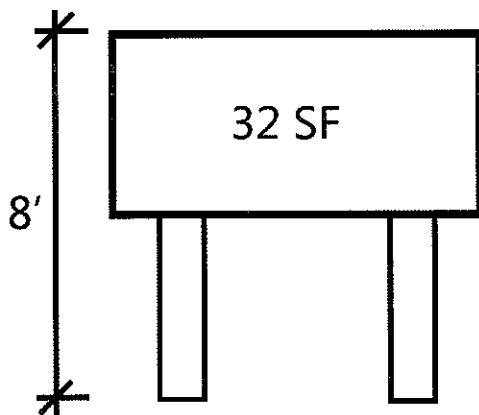


Figure 7.4(b) Public Facilities Signage

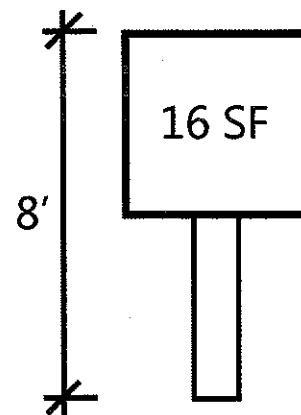


Figure 7.4(c) Community Identification Signage

7.0 Signage

7.3 T1 Signage

1. Permitted signage in the T1 transect include directional signs, public facilities signs, community identification signs, as described in this section. Community identification signs, shall only be allowed at entry roads within the T1 transect.

7.3 T2 and T3 Signage

1. Permitted signage in the T2 and T3 transects include directional signs, public facilities signs, community and subdivision identification signs as described in this section.

7.4 T4 Signage

1. Residential Signage. Permitted signage for residential uses in the T4 transect include directional signs, public facilities signs, community and subdivision identification signs. Refer to Figures 7.4(f) through 7.4(h).
2. Non-residential signage. Non-residential uses in the T4 transect shall adhere to the commercial signage standards

of the Orange County Land Development Code, found in Section 31.5, except for the following:

(1) Commercial Subdivision.

- (i) The maximum allowable copy area of the primary identification sign for a commercial or industrial subdivision shall be one hundred fifty (150) square feet, and the maximum allowable copy area of any secondary sign shall be one hundred (100) square feet. Refer to
- (ii) The maximum height shall be twelve (12) feet.
- (iii) The sign shall be located at SR 50 entrances.
- (iv) Commercial parcel signs –
 - (a) Each parcel shall be allowed one (1) sign.
 - (b) The maximum copy area shall be forty (40) square feet
 - (c) The maximum height shall be eight (8) feet.

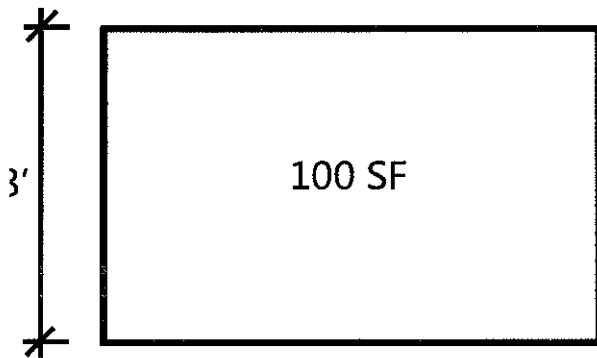


Figure 7.4(d) Primary Subdivision Sign

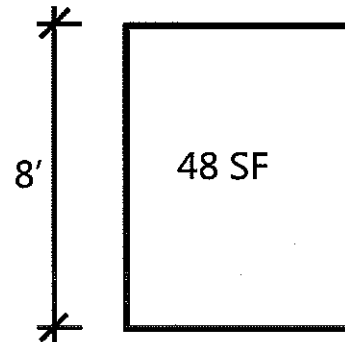


Figure 7.4(e) Secondary Subdivision Sign

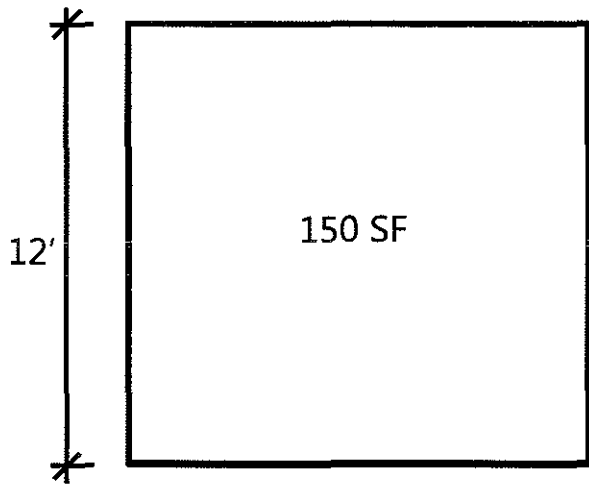


Figure 7.4(f) T4 Primary Subdivision Sign

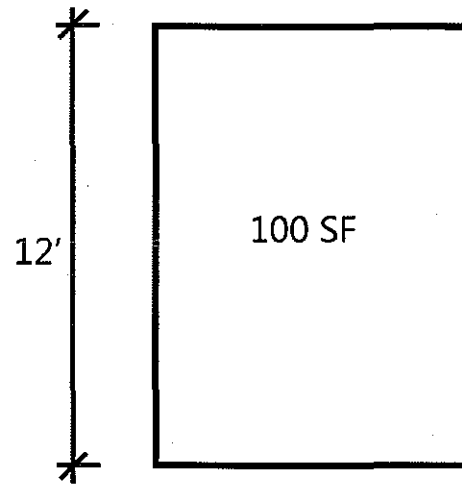


Figure 7.4(g) T4 Secondary Subdivision Sign

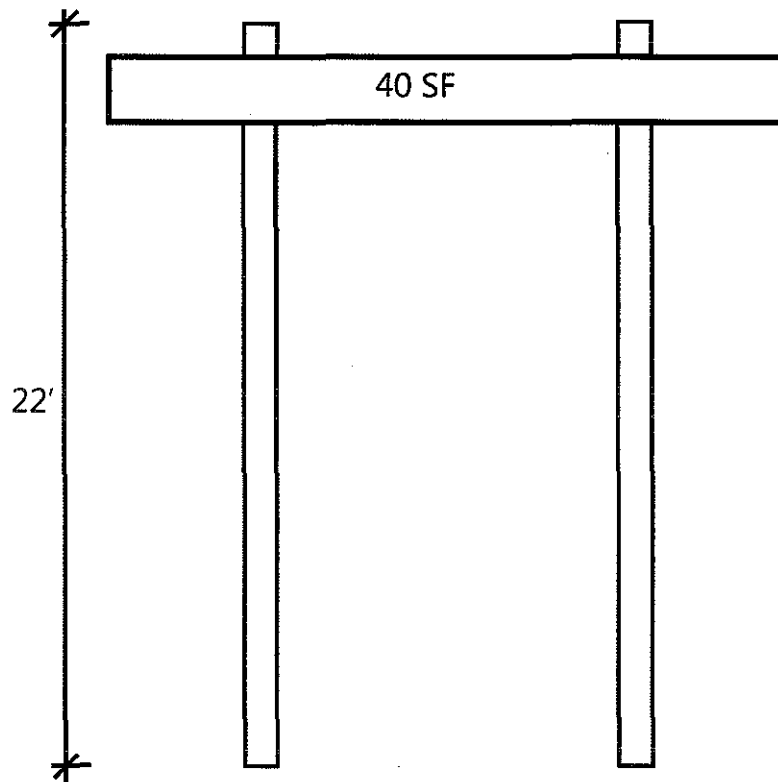


Figure 7.4(h) Ranch Style Subdivision Sign

Page Intentionally Left Blank

