

Orange County Government

Board of County Commissioners

201 South Rosalind Avenue County Commission Chambers

1st Floor

County Administration Center www.OrangeCountyFL.net

TUESDAY, AUGUST 23, 2016

MEETING STARTS AT 9:00 a.m.

- Invocation District 4
- Pledge of Allegiance
- Public Comment*

I. <u>CONSENT AGENDA</u>

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 13

B. COUNTY ADMINISTRATOR

- 1. Appointment of Representative Bruce H. Antone to the Community Action Board in the state or federal representative category with a term expiring December 31, 2020. (Agenda Development Office) Page 14
- 2. Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings for the official county record. (Agenda Development Office) Page 15-16
- 3. Approval and execution of A Resolution of the Board of County Commissioners of Orange County, Florida approving the issuance of public finance authority subordinate multifamily housing revenue bonds (Waterview Apartments) Series 2016, in an aggregate principal amount not to exceed \$9,000,000; providing for certain findings; providing for certain limited approvals; and providing for an effective date. **Page 17-27**

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

I. <u>CONSENT AGENDA (Continued)</u>

B. COUNTY ADMINISTRATOR (Continued)

- 4. Approval of the Collective Bargaining Agreement Between Orange County, Florida and The Charles E. Brookfield Lodge #86 of The Fraternal Order of Police (FOP) Bargaining Unit, Article 27 - Wages for Fiscal Year 2015-2016. (Human Resources Division) Page 28-33
- 5. Approval of the FY 2016-2017 non-bargaining pay plan structure adjustments and salary increase implementation plan for all regular, non-bargaining employees, effective October 9, 2016. (Human Resources Division) Page 34-38

C. CONVENTION CENTER

1. Approval of Change Order No. 5, Contract Y16-721, with J. Kokolakis Contracting, Inc., in the amount of \$246,588.69, for a revised contract amount of \$11,116,391.24. (Capital Planning Section) Page 39-41

D. ADMINISTRATIVE SERVICES DEPARTMENT

- 1. Approval to issue a check for an amount not to exceed \$110,000 to the United States Postmaster for a one time large bulk mailing on September 30, 2016 by the Charter Review Commission; the actual amount will be determined by September 15, 2016. (Fiscal and Operational Support Division) Page 42-43
- Approval to award Invitation for Bids Y16-1081-MR, Motor Fuels Tank Wagon Deliveries, to the low responsive and responsible bidder, Atlas Oil Company. The estimated contract award amount is \$1,900,000 for a 1-year term. ([Administrative Services Department Fleet Management Division] Procurement Division) Page 44-47
- 3. Approval to award Invitation for Bids Y16-1097-MG, Haul Rejected Recycling Materials, to the low responsive and responsible bidder, Merrell Bros., Inc. The estimated contract award amount is \$812,976 for a 1-year term. ([Utilities Department Solid Waste Division] **Procurement Division**) **Page 48-50**
- 4. Approval to award Invitation for Bids Y16-765-CH, West Kaley Avenue and South Rio Grande Avenue Intersection Improvements, to the low responsive and responsible bidder, Parthenon Construction Company. The estimated contract award amount is \$234,889. ([Public Works Department Engineering Division] **Procurement Division) Page 51-54**

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

- 5. Approval to award Invitation for Bids Y16-780-CC, Cassady and Sheriff Sector IV Elevator Modernization, to the low responsive and responsible bidder, Premier Elevator Co., Inc. The total contract award amount is \$220,586. ([Administrative Services Department Capital Projects Division] **Procurement Division**) **Page 55-58**
- Approval to award Invitation for Bids Y16-786-MM, Orange County Convention Center West Concourse D Chiller and AHU Replacement, to the low responsive and responsible bidder, Air Mechanical & Service Corp. The total contract award amount is \$1,869,000, including Additive Bid Item No. 1. ([Convention Center Capital Planning and Building Systems Division] Procurement Division) Page 59-62
- Approval of Amendment No. 1, Y16-2026, Human Services with Victim Service Center of Central Florida, Inc., for an additional estimated amount of \$53,570 for a revised total estimate annual contract amount of \$232,070. ([Family Services Department Citizens Commission for Children Division] Procurement Division) Page 63
- 8. Approval of Contract Y16-1126-MG, Watersmart Customer Conserve Program with Watersmart Software, Inc. in the total contract award amount of \$224,668 for the initial 15 months. ([Utilities Department Water Division] **Procurement Division**) **Page 64-65**
- 9. Approval to Purchase from the United States Postal Service Computerized Meter Resetting System (CMRS-PBP), a subsidiary of Pitney Bowes, metered postage for FY 16-17 in the estimated amount of \$799,675. This amount will fluctuate depending on actual usage. ([Administrative Services Department Facilities Management Division] **Procurement Division**) **Page 66-67**
- 10. Approval and execution of Orlando United Assistance Center License Agreement between Orange County and Heart of Florida United Way, Inc., and delegation of authority to the Real Estate Management Division to renew, if needed, for Orlando United Assistance Center, File #8002, 507 East Michigan Street, Orlando, Florida. District 3. (Real Estate Management Division) Page 68-69
- 11. Approval and execution of First Amendment to Conservation and Access Easement between Royal Cypress Preserve Homeowners Association, Inc. and Orange County with Joinder and Consent from Toll FL Limited Partnership and authorization to record instrument for Conservation Area Impact Permit # CAI-13-08-018 (Royal Cypress Preserve). District 1. (Real Estate Management Division) Page 70-71

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

- 12. Approval and execution of Boat Dock Restriction Agreement between Masters Condominium, Inc. and Orange County and authorization to record instrument for Masters Condominiums, Inc., Semi-Private Dock BD-15-10-114. District 1. (Real Estate Management Division) Page 72-73
- 13. Approval of purchase price above appraised value, Contract for Sale and Purchase, Holdover Agreement, and Warranty Deed between Luis E. Noa-Torres and Maria E. Noa and Orange County and authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing for Pump Station No. 3103 (Walker Jr. High). District 3. (Real Estate Management Division) Page 74-75

E. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Approval and execution of Orange County, Florida, Resolutions establishing Special Assessment Liens for lot cleaning services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. All Districts. (Code Enforcement Division) Page 76-78

LC 16-0688	LC 16-0685	LC 16-0735	LC 16-0664	LC 16-0719
LC 16-0693	LC 16-0703	LC 16-0619	LC 16-0665	LC 16-0721
LC 16-0541	LC 16-0697	LC 16-0633	LC 16-0671	LC 16-0722
LC 16-0603	LC 16-0708	LC 16-0641	LC 16-0673	LC 16-0723
LC 16-0634	LC 16-0733	LC 16-0656	LC 16-0674	LC 16-0725
LC 16-0679	LC 16-0734	LC 16-0659	LC 16-0687	LC 16-0726
LC 16-0680	LC 16-0787	LC 16-0660	LC 16-0690	LC 16-0728
LC 16-0682	LC 16-0711	LC 16-0663	LC 16-0712	LC 16-0778

- Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Claim of Special Assessment Lien Pursuant to Section 9-278 of the Orange County Code, Property Maintenance and approval to file Claim of Special Assessment Liens by Resolution for unsafe structures demolished by Orange County. District 6. (Code Enforcement Division) Page 79-80
- Case No.Dist. #Property OwnerAmount*A 15-03566PETTWAY TREVON\$12,816.653.Approval of Hold Harmless and Indemnification Agreement Parcel ID: 24-23-27-
7820-01-011 by and between Gerald Cain and Doris Cain and Orange County to
construct a Pool and Screen Enclosure and validate an existing residence at
6210 Sawyer Shores Lane, Windermere, Florida 34786. District 1. (Zoning
Division) Page 81-88

I. CONSENT AGENDA (Continued)

F. FAMILY SERVICES DEPARTMENT

- 1. Approval and execution of Florida Department of Health Child Care Food Program Application; FY 2016-2017 Child Care Food Program (CCFP) Renewal Certification of Accuracy and Truthfulness; Delegation of Signing Authority for the Child Care Food Program; Certification Statement Regarding Business Integrity and Publicly–Funded Programs; Annual Information Update and Certification for Sponsors of Affiliated Child Care Centers; Child Care Food Program Budget for Sponsors of Affiliated Sites; and Supplemental Budget for Special Cost Items, which will allow the CCFP to reimburse Orange County up to an estimated amount of \$1,951,320 for nutritional meals served to eligible children in the Head Start Program. (Head Start Division) Page 89-105
- 2. Receipt and filing of Head Start Policy Council Program Information and Updates July 2016 and Head Start Policy Council Meeting Minutes June 16, 2016, for the official county record. **(Head Start Division) Page 106-144**

G. FIRE RESCUE DEPARTMENT

- Approval and execution of State-Funded Grant Agreement Contract Number: 17-BG-83-06-58-01-055 between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2016-2017 in the amount of \$115,806. There is no match required. (Office of Emergency Management) Page 145-195
- 2. Approval and execution of Federally-Funded Subaward and Grant Agreement Contract Number: 17-FG- -06-58-01-122 between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2016-2017 in the amount of \$229,795. A match in the amount of \$229,795 is required. (Office of Emergency Management) Page 196-253
- 3. Approval and execution of State-Funded Subgrant Agreement Contract Number: 17-CP-11-06-58-01-XXX between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2016-2017 in the amount of \$26,112. There is no match required. (Office of Emergency Management) Page 254-299

H. HEALTH SERVICES DEPARTMENT

1. Approval and execution of the renewal Paratransit Services License for Joyful Services of Orlando, L.L.C to provide wheelchair/stretcher service. The term of this License is from September 1, 2016 through September 1, 2018. There is no cost to the County. (EMS Office of the Medical Director) Page 300-303

I. <u>CONSENT AGENDA (Continued)</u>

I. PUBLIC WORKS DEPARTMENT

- 1. Approval of the installation of a traffic signal at Town Center Boulevard and Southmeadow Drive. District 4. **(Traffic Engineering) Page 304-306**
- 2. Approval of the installation of a traffic signal at the intersection of Pine Hills Road and Indialantic Drive. District 6. (Traffic Engineering) Page 307-309
- 3. Approval to issue Change Order No. 1-PW to Contract No. Y15-779/C15779 County Road 545 (Avalon Rd) Culvert Replacement to Prime Construction Group, Inc. in the amount of \$195,500 for a revised contract amount of \$1,634,165. District 1. (Highway Construction Division) Page 310-311
- 4. Approval and execution of Interlocal Agreement by and between the Ranger Drainage District and Orange County addressing Building and Zoning Policies and the Plan of Reclamation. District 5. (Development Engineering Division) Page 312-317
- 5. Approval and execution of Amended and Restated Transportation Impact Fee Agreement regarding an Alternative Impact Fee calculation for Prologis OAP from AMB OAP Warehouse 1 by and between AMB Orlando Airport Park, LLC and Orange County. District 4. (Traffic Engineering Division) Page 318-329
- 6. Approval and execution of Amended and Restated Transportation Impact Fee Agreement regarding an Alternative Impact Fee calculation for Prologis OAP for AMB OAP Warehouse 2 by and between AMB Orlando Airport Park, LLC and Orange County. District 4. (Traffic Engineering Division) Page 330-342

II. INFORMATIONAL ITEMS**

A. COUNTY COMPTROLLER

- 1. Receipt of the following items to file for the record: (Clerk's Office) Page 343
 - a. Notice of Regular Monthly Meetings of the Orange County Industrial Development Authority for the period from August 2016 through July 2017 and copy of Affidavit of Publication from Orlando Sentinel regarding its publication of Notice on June 25, 2016.
 - b. Minutes of the January 14, February 11, February 23 and March 31, 2016, Charter Review Commission.

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

III. DISCUSSION AGENDA

A. COUNTY ADMINISTRATOR

1. Presentation of 2016 Charter Review Commission Final Report. **Page 344-386**

B. HEALTH SERVICES DEPARTMENT

1. Approval and execution of Intergovernmental Agreement between the City of Orlando, Florida and Orange County, Florida for the Administration of the Housing Opportunities for Persons with AIDS (HOPWA) Grant Program; approval for the Mayor or her designee to sign any future amendments to this agreement; and approval to sole source provider agreements for the upcoming grant. No county match is required. **Page 387-421**

IV. WORK SESSION AGENDA

A. CONVENTION CENTER

1. Pedicab Ordinance. (Strategic Planning and Development Division) Page 422

B. UTILITIES DEPARTMENT

1. Bear Management Program. (Solid Waste Division) Page 423

RECESS

MEETING STARTS AT 2:00 p.m.

V. RECOMMENDATIONS

August 4, 2016 Board of Zoning Adjustment Recommendations

VI. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Petition to Vacate

- 1. Applicant: Scott M. Gentry, of Kelly, Collins & Gentry, Inc., on behalf of KB Home Orlando, LLC, Petition to Vacate # 16-02-001, portion of an unopened and unimproved right-of-way; District 1
- 2. Applicant: Ryan MacDonald, on behalf of DR Horton, Inc., Petition to Vacate # 15-12-027, portion of an opened and improved right-of-way; District 4

B. Preliminary Subdivision Plan

- 3.✓ Applicant: Bryan Potts, Tannath Design, Inc., The Home Depot at Lee Road and Interstate 4 Preliminary Subdivision Plan (PSP), Case # CDR-16-01-019; District 2
- 4.✓ Applicant: Marc Stehli, Poulos & Bennett, LLC, Twin Acres on Lake Underhill Planned Development (PD)/Twin Acres on Lake Underhill Preliminary Subdivision Plan (PSP), Case # PSP-15-12-373; District 4

C. Substantial Change

- 5.✓ Applicant: Tyrone K. Smith, Orange County Public Schools, Hubbard Construction Planned Development (PD) Land Use Plan (LUP), Case # CDR-16-02-069, amend plan; District 2
- 6.✓ Applicant: Rick Baldocchi, P.E., Thompson Road Planned Development (PD)/Land Use Plan (LUP), Case # CDR-16-04-163, amend plan; District 2
- 7.✓ Applicant: Scott Stuart, KCG Engineering, Project ABC Planned Development (PD)/Land Use Plan (LUP), Case # CDR-16-02-060, amend plan; District 4

 $\sqrt{}$ 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.

VI. PUBLIC HEARINGS (Continued)

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

D. Ordinance

8. Establishing a temporary Moratorium on all Medical Cannabis Activities within the unincorporated areas of Orange County

Public hearing scheduled for 5:01 p.m.

D. Ordinance (Continued)

9. Amending Orange County Code, Chapter 38, pertaining to General Amendments to Ch. 38 Zoning - 1st hearing (2nd hearing on September 13, 2016)

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

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

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

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

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

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

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

I. CONSENT AGENDA COUNTY COMPTROLLER 1



OFFICE OF THE COMPTROLLER

ORANGE COUNTY FLORIDA

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

COUNTY COMMISSION AGENDA Tuesday, August 23, 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.



August 3, 2016

Mayor Teresa Jacobs -AND-Board of County Commissioners

FROM:

TO:

Cheryl J. Gillespie, Supervisor

SUBJECT: Appointment to Community Action Board CONSENT AGENDA ITEM AUGUST 23, 2016

The Community Action Board (CAB) is responsible for development, review, supervision, evaluation, and making recommendations for final approval of all fiscal and program policies, plans, priorities, proposals, budgets, and any other activities to be conducted by Orange County Community Action. The CAB consists of three sectors: public sector, private sector, and low income community sector.

The Board of County Commissioners appoints the eight members of the public sector, which is composed of up to three county commissioners, up to three elected officials from three different municipalities located in Orange County, up to two members representing the state of Florida or United States Congress, and one member of the Orange County School Board.

There is currently one vacancy on the board for a state or federal representative. Representative Bruce H. Antone has volunteered to fill this vacancy. A copy of Representative Antone's advisory board application for appointment is available upon request. The term is for four years.

ACTION REQUESTED: Appointment of Representative Bruce H. Antone to the Community Action Board in the state or federal representative category with a term expiring December 31, 2020.



AGENDA DEVELOPA 201 South Rosalind Avenue - Re 407-836-5426 - Fax: 407-836-28

32802-1393

August 8, 2016

Mayor Teresa Jacobs -AND-Board of County Commissioners

FROM:

TO:

Cheryl J. Gillespie, Supervisor Agenda Development Office

SUBJECT: Filing of Minutes for the Official County Record CONSENT AGENDA ITEM AUGUST 23, 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:

Code Enforcement Board on May 18, 2016 Development Review Committee on June 22, 2016 and July 13, 2016 Environmental Protection Commission on May 25, 2016 Health Council of East Central Florida on May 25, 2016 Intergovernmental Risk Management Committee on June 23, 2016, June 30, 2016, and July 14, 2016 Lake Anderson Advisory Board on February 18, 2016

Lake Conway Water and Navigation Control District Advisory Board on May 10, 2016 and June 14, 2016

Lake Holden Advisory Board on May 18, 2016

Lake Jessamine Water Advisory Board on June 2, 2016

Lake Pickett Advisory Board on April 5, 2016

Lake Price Advisory Board on June 2, 2015

M/WBE Advisory Committee on June 8, 2016

Orange Blossom Trail Development Board on May 25, 2016

Orange County Citizen Corps Council on June 15, 2016

Orange County Library Board of Trustees on June 16, 2016

Orange County Special Magistrate on June 6, 2016 and July 11, 2016

Orange County Research and Development Authority on May 19, 2016

Orlando EMA HIV Health Services Planning Council Ad Hoc Committee on Homelessness on May 26, 2016

Orlando EMA HIV Health Services Planning Council Executive Committee on May 18, 2016

Orlando EMA HIV Health Services Planning Council Membership Committee on May 2, 2016 and June 6, 2016

Orlando EMA HIV Health Services Planning Council on May 25, 2016

Orlando EMA HIV Health Services Planning Council Planning and Evaluation Committee on May 4, 2016 and June 1, 2016

Orlando EMA HIV Health Services Planning Council Ryan White Community Meeting on April 19, 2016 Subject: Filing of Minutes for the Official County Record August 8, 2016 Page 2

Roadway Agreement Committee on June 1, 2016, June 9, 2016, and June 15, 2016

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.



Dianne Coady Fisher Tel. 215.988.7802 Fax 215.988.7801 fisherd@gtlaw.com

August 5, 2016

VIA HAND DELIVERY

Mayor Teresa Jacobs AND Board of County Commissioners of Orange County Orange County Administration Center 201 South Rosalind Avenue, 5th Floor Orlando, Florida 32801-3547

> Re: ACTION REQUESTED: APPROVAL AND EXECUTION OF A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA APPROVING THE ISSUANCE OF PUBLIC FINANCE AUTHORITY SUBORDINATE MULTIFAMILY HOUSING REVENUE BONDS (WATERVIEW APARTMENTS) SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,000,000; PROVIDING FOR CERTAIN FINDINGS; PROVIDING FOR CERTAIN LIMITED APPROVALS; AND PROVIDING FOR AN EFFECTIVE DATE

Dear Mayor Jacobs:

We serve as legal counsel to Public Finance Authority (the "Authority"). The Authority hereby respectfully requests that at its August 23, 2016 meeting, the Board of County Commissioners of Orange County (the "Board") approve under section 147(f) of the Internal Revenue Code, the issuance by the Authority of the above-referenced bonds in an aggregate principal amount of not to exceed \$9,000,000 (the "Bonds").

The American Opportunity Foundation, Inc. ("AOF") is in the process of arranging for its controlled subordinate to purchase the 360-unit apartment building located at 4937 Waterway Court in Orange County and known as Waterview Apartments (the "Project") for the purpose of providing and preserving affordable rental housing. The proceeds of the sale of the Bonds will be loaned to AOF's affiliate for the principal purposes of paying a portion of the purchase price of the Project, for establishing certain reserves for the Bonds and the Project and for paying certain costs of issuance.

As you know, the Bonds may be issued only if the Board has approved the Bonds as required by Section 147(f) of the Internal Revenue Code. For the Board's convenience in considering whether to approve the issuance of the bonds, I have enclosed with this letter the following:

- 1. The proposed Board Resolution (the "Resolution") in the form similar to the form of resolution used in the past by Board in its approval of tax-exempt bonds issued by its conduit authorities. Sections 3 and 4 of the Resolution explicitly provide that the approval therein is for the limited purposes of Section 147(f) of the Internal Revenue Code.
- 2. The published Notice of Public Hearing, a copy of which is to be attached to the Resolution as <u>Exhibit A</u>.
- 3. An extract of the minutes of the June 10, 2016 public hearing prepared by the hearing officer, a copy of which is to be attached to the Resolution as <u>Exhibit B</u>.

Mayor Teresa Jacobs and Board of County Commissioners of Orange County August 5, 2016 Page 2

Should the Board desire to consider the Resolution at its August 23, 2016 meeting, the item need only be placed on the consent agenda and prior to the adoption thereof, the Board must provide the public with an opportunity to comment on the issuance of the Bonds and the adoption of the Resolution.

As noted in the Resolution and in the minutes included as Item 3 above, at the public hearing conducted by the Florida Development Finance Corporation, no member of the public expressly objected to the issuance of the Bonds.

In order to permit the sale of the Bonds and the funding of the Project as soon as possible, we will appreciate the Board's consideration of the enclosed Resolution at its August 23, 2016 meeting.

If there is a problem with scheduling this matter on August 23, 2016 or if you or any of the other members of the Board or its staff require any additional information, please contact me at your earliest convenience.

ACTION REQUESTED: APPROVAL AND EXECUTION OF A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA APPROVING THE ISSUANCE OF PUBLIC FINANCE AUTHORITY SUBORDINATE MULTIFAMILY HOUSING **REVENUE BONDS (WATERVIEW APARTMENTS) SERIES 2016, IN AN AGGREGATE** PRINCIPAL AMOUNT NOT TO EXCEED \$9,000,000; PROVIDING FOR CERTAIN FINDINGS; PROVIDING FOR CERTAIN LIMITED APPROVALS; AND PROVIDING FOR AN EFFECTIVE DATE

Very truly yours,

GREENBERG TRAURIG, & LP

By: ム

Name: Dianne Coady Fisher, Shareholder

DCF/s PHI 317639274v2

cc: Mr. Ajit Lalchandani, Orange County Administrator Ms. Cheryl Gillespie, Agenda Development Jeffrey J. Newton, Esquire, County Attorney Lila I. McHenry, Esquire, Senior Assistant County Attorney Mr. Fred Winterkamp, Manager, Fiscal and Business Services Mr. Phil Letendre Ms. Victoria P. Siplin Ms. Tina Wells Mr. Ron Beneke Dianne Coady Fisher, Esquire Michael L. Watkins, Esquire Lesly Gaynor Murray, Esquire Robert Reid, Esquire

RESOLUTION NO. 2016 -

RESOLUTION OF BOARD OF COUNTY A THE COMMISSIONERS OF ORANGE COUNTY, FLORIDA APPROVING THE ISSUANCE OF PUBLIC FINANCE AUTHORITY SUBORDINATE MULTIFAMILY HOUSING REVENUE BONDS (WATERVIEW APARTMENTS) SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,000,000; PROVIDING FOR CERTAIN FINDINGS: PROVIDING FOR CERTAIN LIMITED APPROVALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The American Opportunity Foundation, Inc. ("<u>AOF</u>"), on behalf of its controlled subordinate entities, has requested Public Finance Authority (the "<u>Authority</u>"), a public body corporate and politic organized and existing as a joint exercise of powers commission created under Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes (the "<u>Act</u>"), to issue its Public Finance Authority Subordinate Multifamily Housing Revenue Bonds (Waterview Apartments) Series 2016, in one or more taxable or tax-exempt series (the "Bonds"), to provide financing for a portion of the eligible costs of the acquisition and renovation of a 360-unit multifamily housing facility known as Waterview Apartments (the "<u>Project</u>"), located in the County of Orange, State of Florida (the "<u>Project Jurisdiction</u>"), and the payment of certain costs of issuance of the Bonds, all as described in the notice of public hearing (the "<u>Notice of Public Hearing</u>") attached hereto as <u>EXHIBIT A</u>; and

WHEREAS, in order for interest on the Bonds to be excludable from gross income for federal income tax purposes, the issuance of the Bonds must, among other things, be approved by the governmental unit issuing the Bonds and each governmental unit having jurisdiction over the area in which any facility, with respect to which financing is to be provided from the net proceeds of such issue, is located, in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Board of County Commissioners of Orange County has been furnished with a copy of the Notice and of the minutes of the public hearing of the Florida Development Finance Corporation held on June 10, 2016, attached hereto as Exhibits A and B, indicating that the Notice apprised residents of Orange County of the proposed issuance of the above-referenced Bonds by the Authority not less than fourteen (14) days before the public hearing and that such public hearing was conducted in a manner which provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard;

WHEREAS, AOF has requested that the County approve the financing of the Project and the issuance of the Bonds in compliance with Section 147(f) of the Code.

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

SECTION 1. <u>Authority</u>. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

The Board is the elected legislative body of Orange County, Florida.

SECTION 3. <u>Approval</u>. For the purposes of Section 147(f) of the Code, the Board hereby approves the issuance of the Bonds to finance the Project, acknowledging, however, that the Bonds will not be issued until the Authority gives its final approval to the issuance of the Bonds.

SECTION 4. <u>Limited Approval</u>. The approval given herein shall be solely for the purpose of satisfying the requirements of Section 147(f) of the Code and shall not be construed as: (i) an endorsement of the creditworthiness of AOF or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use or approval for any other regulatory permit relating to the Project, or creating any vested right with respect to any land use regulations, and the Board shall not be construed by virtue of its adoption of this Resolution to have made any such endorsement, finding, or recommendation or to have waived any right of the Board or to have estopped the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and rehabilitation of the Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 5. <u>Effective Date</u>. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 23rd day of August, 2016.

ORANGE COUNTY, FLORIDA

By: _____

Teresa Jacobs Orange County Mayor

[SEAL]

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

Ву:_____

Deputy Clerk

EXHIBIT A

COPY OF NOTICE OF PUBLIC HEARING AND AFFIDAVIT OF PUBLICATION

.

Orlando Sentine

Published Daily ORANGE County, Florida

STATE OF FLORIDA

COUNTY OF ORANGE

Before the undersigned authority personally appeared Maria Torres / Ingrid Quiles, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, June 10, 2016 was published in said newspaper in the issues of May 27, 2016.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

m $\alpha \cap$ Printed Name of Affiant

Sworn to and subscribed before me on this 26 day of May, 2016, by above Affiant, who is personally known to me (X) or who has produced identification ().

 Θ Signature of Notary Public

CHERYL ALL MY COLUDISSION # 175-0044 EXPIRES November 30-1019 Frandahusa yoʻevika oon ur de drei

Name of Notary, Typed, Printed, or Stamped

4215061

23

FIDRIDA DEVELOPMENT FINANCE CORPORATION NOTICE OF PUBLIC REARING

NOTICE OF PUBLIC REARING WITH RESPECT TO HITT TO EXCEED STADUOD OF POBLE FRAMMER ATTENDETY SUBOCINATE HARL TENDETY NOTICE IS HEREBY SUBOL TO THE HARL THEFTON I REVENUE COCK IN 1986, OS OTHER HARL TENDETY CORPORTING SUBOCINE TO THE HARL CORPORTING SUBOCINE TO THE HARL FUNCTION OF THE SUBOCINE SUBOCINE AND THE SUBOCINE SUBOCINE AND THE SUBOCINE SUBOCINE TO THE SUBOCINE SUBOCINE SUBOCINE TO THE SUBOCINE SUBOCIN Nospiolia Room, 201 South Id Avenue, Orlando, Florida

The Londa pro-exercise to be issued evident to Social 44.004 of the wysocial Solutions at 2004 of the wysocial Solutions at 2004 of the Social Solutions at 2004 of the Bord with the Island to the AOF First and Antobole Housing Core, the Evidence of the Social Core and the exercises in Section 30(10) of the Core first a Antobole Housing Core, the Evidence of the Borower will be the sele member of AOF Waresheld Housing LLC the "Profect Owner"), a Deformer Initiate (Isla) of the Social Process of the Borower will contribute the process of the Borower will be the Social Deformer The Profect Owner will set the function and reversion of a 200 mill multiment in Neuron field the former and Waterwer Court in Orientic Florido (the "Profect") and be not entitle cost of social field bender at Waterwer Court in Orientic Florido (the "Profect") and be not entitle cost of social social in the Profest AN best of the Justice of occuptory by resident of Jow and were dealed.

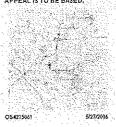
The Protect will be owned by the Protect Owner and initially monosed by B/K Multiformity Services, LLC. a Texos limited liability company.

The Bonds will be limited obligations of the Public Filonce Authority payable solely, trom the loon repayments to be made by the Borrower to the Fublic Finance Authority, and seriain funds and occounts actionished by the trust indonture for the Bonds.

The hearing will provide a reasonable opportunity to be tread for persons withing to express their views on the months of the Preset, its secolor, the will be occasies to the Corpores 500 North Alegentia America 100 Ordensie Filorial (2010), be reactived of best to have a ine start of the best by Arviv needing special accommo modellar

under the Americans With Disabilities Act should coil the Corporation at 407-956-5500 not later than 24 hours prior to the time and date of the hearing.

dole of the hearing. SECTION 2840105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL ISTO BE BASED.



Orlando Sentinel

баларын аларын аларын баларында Солор аларын аларында Солор аларын аларын аларында

very a service of a

A TOA I LEVICA MATCH EXCATOR A DATA EXCATOR INTERNAL AND A DATA INO

Martinia abatelia bartagia da la paragia
 Martinia Bartana bartana bartagia da la paragia
 Martinia Bartana A Antonia A Maria a Maria
 Martinia Bartana and Antonia Bartana
 Martinia Bartana
 Martana
 Martinia Bartana
 Martana
 Mart

tes PUBLIC on the point of to Pollar Polar and Martin Martine In RA Mathemis because (NC o Martines water because

That being even and an array of the set of t

Control of a second second

 $\begin{array}{l} \displaystyle define i \mbox{ Monopoles} \\ \displaystyle define \mbox{ Monopole$

*

ú

EXHIBIT B

MINUTES OF PUBLIC HEARING



EXTRACT FROM REPORT OF THE TEFRA PUBLIC HEARING¹

EXTRACT from the report of the TEFRA Public Hearing held in the Magnolia Room on the First Floor of the Orange County Administration Building located at 201 South Rosalind Avenue, Orlando, Florida 32801 on Friday, June 10, 2016 regarding the proposed issuance by the Public Finance Authority ("PFA") of its Subordinate Multifamily Housing Revenue Bonds for AOF Florida Affordable Housing Corp., and/or one or more of their affiliates, subsidiaries or related entities (collectively, the "Borrowers"). The Borrowers will be the sole member of AOF Waterview Housing, LLC (the "Project Owner"), a Delaware limited liability company, and the Borrowers will contribute the proceeds of the Bonds to the Project Owner. The Project Owner will use the funds to pay a portion of the costs of acquisition and renovation of a 360-unit multifamily housing facility known as "Waterview Apartments" located at 4937 Waterway Court in Orlando, Florida (the "Project") and to pay certain costs of issuance of the Bonds. At least 75% of the units in the Project shall be set aside for occupancy by residents of low and very low income. The Project will be owned by the Project Owner and initially managed by B/K Multifamily Services, LLC, a Texas limited liability company. The Bonds will be limited obligations of the Public Finance Authority payable solely from the loan repayments to be made by the Borrowers to the Public Finance Authority, and certain funds and accounts established by the trust indenture for the Bonds.

26

¹ CONDUCTED IN COORDINATION WITH ORANGE COUNTY, AND ON BEHALF OF, AND WITH RESPECT TO, A PROPOSED ISSUANCE BY THE PUBLIC FINANCE AUTHORITY, A CONDUIT ISSUER AND COMMISSION ORGANIZED UNDER AND PURSUANT TO THE PROVISIONS OF SECTIONS 66.0301, 66.0303 AND 66.0304 OF THE WISCONSIN STATUTES, AS AMENDED

Present was Bill Spivey, Executive Director and Ryan Bartkus, Deputy Executive Director with the Florida Development Finance Corporation to conduct the public hearing only. Also present and in favor of the Project were Nancy Dillavou and Roya Rosado representing B/K Multifamily Services, LLC, Mike Watkins representing Greenberg Traurig, LLP and Philip Kennedy representing The American Opportunity Foundation, Inc.

Mr. Spivey announced that the public notice of the hearing was given according to statutory requirement and the Internal Revenue Code Section 147(f).

No objection to the Project was made by any person either at the hearing or by written communication prior to the hearing. PFA finds that the Project is an eligible project pursuant the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, and has met applicable criteria. For this reason and for economic benefits that will accrue to the community, PFA recommends TEFRA approval for the Project to the Orange County Board of County Commissioners.

27



INICITION MITMATE

DATE:	August 5, 2016
TO;	Mayor Teresa Jacobs -AND-
	Board of County Commissioners
FROM:	JRicardo Daye, Director, Human Resources Division

- SUBJECT: CONSENT AGENDA August 23, 2016 The Charles E. Brookfield Lodge #86 of The Fraternal Order of Police (FOP) Bargaining Unit Agreement – Fiscal Year 2015-16
- Contact: Samantha Maxwell, Sr. HR Analyst, (407) 836-5829

Reginald C. Davis, HR Section Manager, (407) 836-5479

The County's negotiation team and the Charles E. Brookfield Lodge #86 of The Fraternal Order of Police (FOP) have reached concurrence on Article 27 - Wages for Fiscal Year 2015-2016. This represents the third year of a three-year contract. A Union ratification vote is scheduled to be held with the members approving the Bargaining Unit Agreement.

For Fiscal Year 2015-16, the agreement represents a 3.5% increase to wages for all employees in the bargaining unit as of October 11, 2015 and continuing to be in the bargaining unit at the time of the article's implementation, regardless of whether the increase places the employee over the maximum of the pay range. No other changes were made in the contract.

Your offices will be contacted regarding this agenda item.

Action Requested:

Approval of the Collective Bargaining Agreement Between Orange County, Florida and The Charles E. Brookfield Lodge #86 Of The Fraternal Order of Police (FOP) Bargaining Unit, Article 27 - Wages for Fiscal Year 2015-2016.

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

ARTICLE 27

WAGES

27.1 WAGE INCREASES

For Fiscal Year 2015-16, effective October 11, 2015, all bargaining unit employees on the active payroll as of the first full pay period following Board approval will receive a 3.5% wage increase. This will be accomplished by adding 3.5% to the base pay of Classification Officers and adjusting the range maximum as identified in Appendix A. All other bargaining unit employees shall advance one step (from their current step) in the Fiscal Year 2015-16 Step Pay Plans (See Appendix A), which reflect a structure adjustment based on a 1.5% increase to the minimum (Step1) from the Fiscal Year 2014-15 Step Pay Plans.

Employees eligible for the retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 11, 2015 and continuing to be in the bargaining unit and on active payroll, upon implementation of the base wage increase. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2015-16 wages (which includes salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2015-16 until implementation of the above cited 2015-16 base wage increase by 3.5%.

- A. Increases for any Fiscal Year after Fiscal Year 2015-16 shall be determined through the collective bargaining process.
- B. New employees will be hired at the starting rate of pay for each position; however, a prospective new employee who has up to ten (10) years of actual experience in a related position may be hired at a rate of pay two (2) steps below the step occupied by existing employees with the same number of years of experience as the prospective new employee.
- C. Individuals hired as Correctional Officers who have not attained State certification as a correctional officer shall be paid five percent (5%) less than the first step of the applicable pay plan. However, the County shall have the right to offer signing incentives in order to recruit new employees. Correctional Officers who have not attained State certification as a correctional officer shall be moved to first step of the applicable pay plan at the beginning of the first full pay period after the Department is officially notified that the Correctional Officer has attained State certification as a correctional officer.
- D. Upon receipt of an unsatisfactory performance evaluation the employee may discuss the unsatisfactory performance evaluation with the department manager or designee within ten (10) working days of receipt of the performance evaluation. The decision rendered by the department manager or designee shall be considered

29

final and shall not be subject to the Grievance and Arbitration Procedure of this Agreement.

27.2 ANNIVERSARY DATE

An employee's anniversary date is established based on the most recent date of hire or date of promotion. The anniversary date will occur on the same date of the first day of the pay period immediately following the anniversary date each sequential year. If an employee receives a promotion, a new anniversary date will be established based on the effective date of the promotion.

27.3 FIELD TRAINING OFFICER PAY

The County shall provide an incentive of \$2.00 per hour to employees assigned as a Field Training Officer for each employee he/she is assigned to train. An employee shall only be eligible for this incentive payment when assigned and working as a Field Training Officer. No incentive compensation under this Article or otherwise shall be paid to or received by any Correctional Officer who for any reason related to work performance or otherwise ceases to perform Field Training Officer duties or functions.

27.4 MASTER CORRECTIONAL OFFICER

County shall provide an incentive of \$0.50 per hour to employees assigned as a Master Correctional Officer. No incentive compensation under this Article or otherwise shall be paid to or received by any Correctional Officer who for any reason related to work performance or otherwise ceases to perform Master Correctional Officer duties or functions.

27.5 PROMOTION TO CORPORAL OR SERGEANT

Any Officer accepting promotion to the rank of Corporal or Sergeant shall have their wages increased to the lowest step resulting in an increase of at least 7.5%.

APPENDIX A- FISCAL YEAR 2015-16

ORANGE COUNTY/BCC F.O.P. POSITIONS/PAY GRADES

Job Title	Job Code	Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	Annual Hours
Non-Certified Correctional Officer	2731	550	\$16.08		\$33,446.40		2,080
Correctional Officer	2752	552	\$16.93	\$27.79	\$37,584.60	\$61,693.80	2,220
Correctional Corporal	2751	554	\$19.85	\$31.33	\$44,067.00	\$69,552.60	2,220
Correctional Sergeant	2765	556	\$21.94	\$34.62	\$48,706.80	\$76,856.40	2,220

APPENDIX A - Fiscal Year 2015-16

ORANGE COUNTY/BCC F.O.P. Steps

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Slep 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 2
																								######################################		
550	16.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
								·		 ,		L	<u> </u>							L	l		L	(1	
552	16.93	17.27	17.61	17.96	18.32	18.69	19.06	19,44	19.83	20.23	20.63	21.05	21.47	21.89	22.33	22.77	23.23	23.70	24.17	24.66	25.15	25.66	28.18	26.71	27.24	27.79
							l						L	·								I		1	L	
554	19.85	20.25	20.65	21.07	21.49	21.93	22.36	22.80	23.26	23.73	24.20	24.69	25,19	25.69	26.21	26.74	27.28	27.82	28.38	28.95	29.53	30.12	30.72	31.33		
					L		·I			L	hų	ı		···· · · ·	<u> </u>	L						L	L		3	
556	21.94	22,38	22.83	23.28	23.75	24.22	24.71	25.21	25.71	28.23	28,76	27.30	27.85	28,40	28.97	29.55	30,14	30.74	31.35	31,98	32.63	33.28	33.94	34.62]	

Final FY 2015-16 Wage Article

.

APPENDIX A - FISCAL YEAR 2015-16

ORANGE COUNTY/BCC F.O.P. SALARY RANGE

Classification Officer Pay Grade 553 (\$18.58 - \$29.58)

Grade	Min/Hour	Max/Hour	Min/Annual	Max/Annual
553	18.58	29.58	38,646	61,526.40

Final FY 2015-16 Wage Article



 HUMAN RESOURCES DIV
 I. CONSENT AGENDA

 J. Ricardo Daye, Human Rc
 5

 450 East South Street, 2nd Floor * Repty
 5

 (407) 836-5661 * FAX (407) 836-5369 * E-mail: http://www.orangecountyfl.net

2-1393

welly Realands)

August 8, 2016

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

FROM: J. Ricardo Daye, Human Resources Director

SUBJECT: Consent Agenda Item – August 23, 2016 Non-Bargaining Pay Plan Structure Adjustments and Salary Increase Implementation Plan

A. Fiscal Year 2016-2017 Non-Bargaining Pay Plan Structure Adjustments

The Human Resources Division has researched pay structure adjustment trends in preparation for the upcoming fiscal year. Recent research indicates that for 2017, nationally, employers will adjust their salary structure for all employee groups on average 2.1%.

As the labor market improves, Orange County must remain competitive in order to attract qualified talent.

Staff recommends that:

The minimum and maximum rate of all Regular Employee Pay Plan, Administrative Pay Plan and the Mayor/Board of County Commissioners pay ranges be increased by 2%.

B. Fiscal Year 2016-2017 Non-Bargaining Salary Increase Implementation Plan

This year's budget proposal contained a 3.5% salary increase for all regular, non-bargaining employees. Staff recommends the following implementation:

- 1. Employees who are meeting their performance standards will receive a 3.5% salary increase as an adjustment to their base salary or base salary plus lump sum.
- 2. Employees who are less than 3.5% away from the adjusted maximum of their pay range will receive an increase to their base salary (minimum of 2% increase) up the maximum of their pay range and the remainder as a lump sum.
- 3. Employees currently over the maximum of their pay range will receive a 2% increase to their base salary and the remainder as a lump sum.
- 4. Employees must be active on October 8, 2016, with the effective date of the increase on October 9, 2016.

August 8, 2016 Non-Bargaining Pay Plan Structure Adjustments and Salary Increase Implementation Plan Page Two

ACTION REQUESTED: Approval of the FY 2016-2017 non-bargaining pay plan structure adjustments and salary increase implementation plan for all regular, non-bargaining employees, effective October 9, 2016.

C: Ajit Lalchandani, County Administrator Eric Gassman, Chief Accountability Officer Dorothy Richards, Compensation & Recruitment Administrator

REGULAR EMPLOYEE PAY PLAN STRUCTURE Fiscal Year 2016 - 2017

Pay		1999	بالاختلاب بن و التقليب نور، ^{- رو} يد	Hourly	/ Rates				Pay	Annual Rates								
ගිGrade	Quad 1		Quad 2		Quad 3			Quad 4						<u> </u>		т		
	Minimum			Midpoint							ad 1	Qu	ad 2		uad 3	·	uad 4	
008	10.77	12.22	12.23	13.66	13.67	15 10	45.44	Maximum		Minimum	<u> </u>	+	Midpoint	L	·	Ļ	Maximun	
008	10.77	13.31	12.23	13.66		15.10	15.11	16.54	008	22,402	25,418	25,438	28,413	28,434	31,408	31,429	34,403	
009	11.73	13.31 14.29	13.32 14.30		14.89	16.45	16.46	18.02	009	24,398	27,685	27,706	30,950	30,971	34,216	34,237	37,482	
010	12.54	14.29		16.03	16.04	17.77	17.78	19.51	010	26,083	29,723	29,744	33,342	33,363	36,962	36,982	40,581	
	<u>∤</u> }		15.68	17.66	17.67	19.65	19.66	21.64	011	28,434	32,594	32,614	36,733	36,754	40,872	40,893	45,011	
012	14.97	17.14	17.15	19.30	19.31	21.47	21.48	23.63	012	31,138	35,651	35,672	40,144	40,165	44,658	44,678	49,150	
013	16.48	19.04	19.05	21.59	21.60	24.15	24.16	26.70	013	34,278	39,603	39,624	44,907	44,928	50,232	50,253	55,536	
014	17.99	20.55	20.56	23.11	23.12	25.67	25.68	28.22	014	37,419	42,744	42,765	48,069	48,090	53,394	53,414	58,698	
015	19.52	22.45	22,46	25.37	25,38	28.30	28.31	31.22	015	40,602	46,696	46,717	52,770	52,790	58,864	58,885	64,938	
016	21.23	24.44	24.45	27.65	27,66	30.86	30.87	34.06	016	44,158	50,835	50,856	57,512	57,533	64,189	64,210	70,845	
017	22.92	26.37	26.38	29.81	29.82	33.26	33.27	36.70	017	47,674	54,850	54,870	62,005	62,026	69,181	69,202		
018	24.20	27.81	27.82	31.42	31,43	35.03	35.04	38.64	018	50,336	57,845	57,866	65,354	65,374	72,862	72,883	80,371	
019	25.66	29.36	29.37	33.06	33.07	36.76	36.77	40.46	019	53,373	61,069	61,090	68,765	68,786	76,461	76,482	84,157	
020	28.20	32.28	32.29	36.35	36.36	40.42	40.43	44.49	020	58,656	67,142	67,163	75,608	75,629	84,074	84,094	92,539	
021	30.93	35.46	35.47	39.99	40.00	44.52	44.53	49.05	021	64,334	73,757	73,778	83,179	83,200	92,602	92,622	102,024	
022	32.44	37.13	37.14	41.82	41.83	46.51	46.52	51.19	022	67,475	77,230	77,251	86,986	87,006	96,741	96,762	106,475	
023	33.89	38.73	38.74	43.56	43.57	48.40	48.41	53.23	023	70,491	80,558	80,579	90,605	90,626	100,672	100,693	110,718	
024	36,10	41.37	41.38	46.63	46.64	51.89	51.90	57.15	024	75,088	86,050	86,070	96,990	97,011	107,931	107,952	118,872	
*24F	25.71	29.46	29.47	33.20	33.21	36.94	36.95	40.68	*24F	75,073	86,023	86,052	96,944	96,973	107,865	107,894	118,786	
025	39.29	44.93	44.94	50.56	50.57	56.20	56.21	61.83	025	81,723	93,454	93,475	105,165	105,186	116,896	116,917	128,606	
026	42.77	48.88	48.89	54.99	55.00	61.10	61.11	67.21	026	88,962	101,670	101,691	114,379	114,400	127,088	127,109	139,797	
027	47,51	54.46	54.47	61,40	61.41	68.34	68.35	75.28	027	98,821	113,277	113,298	127,712	127,733	142,147	142,168	156,582	
CONTINGENCY RANGES														·				
051	49.76	57.44	57.45	65.12	65.13	72.80	72.81	80,48	051	103,501	119,475	119,496	135,450	135,470	151,424	151,445	167,398	
052	53.85	62.42	62.43	70.98	70.99	79.55	79.56	88,11	052	112,008	129,834	129,854	147,638	147,659	165,464	165,485	183,269	
053	62.38	72.53	72.54	82.68	82.69	92.83	92.84	102.97	053	129,750	150,862	150,883	171,974	171,995	193,086	193,107	214,178	
054	70.37	81.37	81.38	92.37	92.38	103.37	103.38	114.37	054	146,370	169,250	169,270	192,130	192,150	215,010	215,030	237,890	
055	79.44	92.03	92.04	104.61	104.62	117.19	117.20	129.77	055	165,235	191,422	191,443	217,589	217,610	243,755	243,776	269,922	

Effective October 09, 2016 * Fire Rescue 56 Hour Classifications

Pay		Houriy			Annual		
Grade	rade Minimum Midpoint N		Maximum	Minimum	Midpoint	Maximum	
905	30.21	38.83	47.44	62,837	80,766	98,675	
906	31.74	40.81	49.88	66,019	84,885	103,750	
907	33.04	42.67	52.29	68,723	88,754	108,763	
908	34.2	44.33	54.46	71,136	92,206	113,277	
909	35.35	46.03	56.70	73,528	95,742	117,936	
910	36.55	47.83	59.10	76,024	99,486	122,928	
911	38.55	50.60	62.64	80,184	105,248	130,291	
912	41.43	54.61	67.78	86,174	113,589	140,982	
913	43.89	58.17	72.44	91,291	120,994	150,675	
914	46.17	61.17	76.16	96,034	127,234	158,413	
915	48.55	64.34	80.13	100,984	133,827	166,670	
916	51.51	68.56	85.60	107,141	142,605	178,048	
917	55.6	73.94	92.28	115,648	153,795	191,942	
918	58.99	78.77	98.55	122,699	163,842	204,984	
919	62.06	82.86	103.66	129,085	172,349	215,613	
920	74.03	102.08	130,12	153,982	212,326	270,650	

ADMINISTRATIVE PAY PLAN STRUCTURE Fiscal Year 2016 - 2017

MAYOR/BOARD OF COUNTY COMMISSIONERS' STAFF Fiscal Year 2016 - 2017

Рау	Pay Hourly				Annual			
Grade	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum		
200	11.89	14.53	17.16	24,731	30,222	35,693		
202	14.75	19.34	23.92	30,680	40,227	49,754		
204	18.49	23.70	28.90	38,459	49,296	60,112		
208	22.24	28.03	33.81	46,259	58,302	70,325		
210	23.61	29.59	35.57	49,109	61,547	73,986		
211	25.13	31.01	36.88	52,270	64,501	76,710		
212	26.53	32.51	38.49	55,182	67,621	80,059		
214	31.94	40.28	48.62	66,435	83,782	101,130		
216	43.70	55.12	66.54	90,896	114,650	138,403		

I. CONSENT AGENDA CONVENTION CENTER



Interoffice M

- To: Mayor Teresa Jacobs and Board of County Commissioners
- From: Terry Devitt, Assistant Director, Convention Center
- Contact: Marc A. Cannata, P.E., Capital Planning/Building Systems-Manager, Convention Center
- Date: August 1, 2016
- Subject: Consent Agenda Item for August 23, 2016 BCC Meeting, Contract Y16-721 with J. Kokolakis Contracting, Inc.

Purpose: The purpose of Change Order No. 5 is to accommodate existing plumbing and structural conditions identified in the Valencia Ballroom which require remediation. Remediation work includes additional steel supports, removal and replacement of storm drain piping and stucco wall repair. Also, the designed electrical systems require additional work which includes additional connectivity and components for the audio system, lighting fixture relocations and doorway access additions. In addition, a review of the existing smoke and fire damper system confirmed the existing system was in appropriate working order and the replacement system was deducted from the scope of the project. No additional contract performance days are added by this Change Order.

Background: On February 16, 2016, the Board awarded Contract Y16-721 to J. Kokolakis Contracting, Inc. in the amount of \$10,408,000 for the Orange County Convention Center Phase III Valencia Ballroom Renovation. The scope of work was to renovate and install new electrical, LED lighting, access control system, data infrastructure, mechanical, plumbing and fire protection and architectural features. The contract was based upon the contract documents prepared by HHCP Architects, Inc., who provided design, engineering, and construction administration services.

Actions to this contract:

Action	Amount	Comments
Contract Award:	\$10,408,000.00	Contract Y16-721, executed on February 19, 2016.
Change Order No. 1	\$0	Change Order 1 was to change Substantial Completion date to August 29, 2016.
Change Order No. 2 \$88,845.00		Change Order 2 was for additional construction services due to unforeseen conditions.
Change Order No. 3	\$372,957.55	Change Order 3 was for additional construction services due to unforeseen conditions.
Change Order No. 4	\$0.00	Change Order 4 was for revising retainage from 10% to 5% due to contract conditions.
Proposed Change Order No. 5	\$246,588.69	Change Order 5 is for additional construction services due to design omissions and unforeseen conditions.
Proposed Revised Contract Amount:	\$11,116,391.24	

Action requested: Approval of Change Order No. 5, Contract Y16-721, with J. Kokolakis Contracting, Inc., in the amount of \$246,588.69, for a revised contract amount of \$11,116,391.24.

cc: Ajit Lalchandani, County Administrator Carrie Woodell, Manager, Procurement Division Kathie Canning, Executive Director, Convention Center Kris Shoemaker, Chief Financial Officer, Convention Center

ORANGE COUNTY PROCUREMENT DIVISION CHANGE ORDER REQUEST FORM

DATE	DEPARTMENT/DIVISION 035-Convention Center Capital Planning		CONTACT NAME			CONTACT PHONE	
8/1/16				Tim Gorth (407)685-7115		(407)685-7115	
CHANGE ORDER NO.	VENDOR	DOCUMENT NO.	DOOC	POOC	CONTRACT NUMBER	ORIGINAL DOCUMENT APPROVAL BUYER/PA/CA NAME	
5	J. Kokolakis Contracting, Inc.	C16721		~	Y16-721	Marsha Mussori	

INCREASE, DECREASE OR DELETE COMMODITY LINE

CMDTY. LINE NO.		ACTION		PREVIOUS LINE DOLLAR AMOUNT	NEW LINE DOLLAR AMOUNT	COMMODITY LINE DESCRIPTION/COMMENTS	NET DOLLAR CHANGE
1		FROM	10869802.55	10 0C0 000 FE	A 44 446 001 04		\$ 246,588.69
ľ	INCREASE- Quantity	ТО	11116391.24	\$ 10,869,802.55	\$ 11,116,391.24		\$ 240,000.09
		FROM					\$ 0.00
		TO					\$ 0.00
		FROM					
		то					\$ 0.00

ADD COMMODITY LINE

CMDTY.	CMDTY.	DESCRIPTION			UNIT			NET DOLLAR
LINE NO.	CODE	FOR D.O. YOU MUST SPECIFY AN MA LINE	MA LINE	QTY.	OF MEAS.	UNIT COST	ACCOUNTING LINE	CHANGE
								\$ 0.00
								\$ 0.00
								\$ 0.00

			ACCOUNTING LINE	CHANGE			OTHER CHANGES
CMDTY. LINE NO,	ACCTG. LINE NO.	FRO AMOU	化输出器 化二乙基乙二乙基乙二乙基乙乙基乙烯	전 사람은 것이 있는 것이 많이 많이 많다.	TO AMOUNT	TO ACCOUNTING LINE	DESCRIBE
							No change in time.
ENCUM	BERED/D	E-ENCUN	BERED (REQUIRED FO	OR ALL TRA	NSACTIONS)	J	
ORIGINA	L PO/DO AM	AT.	NET DOLLARS PREVIOUS C/O		T DOLLARS FOR THIS C/O	DOCUMENT TOTAL AFTER THIS C/O	
\$1	0,408,000.0	0	\$ 461,802.53		246,588.69	\$ 11,116,391.24	

CONTRACT AMOUNT		<u> </u>		L	······································
AWARD AMOUNT	NET DOLLARS PREVIOUS C/O	NET DOLLARS FOR THIS C/O	CONTRACT TOTAL AFTER THIS C/O		CANCEL ENTIRE PO/DO
	ADD SUBTRACT	ADD SUBTRACT			
\$ 10,408,000.00	\$ 461,802.53	\$ 246,588.69	\$ 11,116,391.24		DO NOT MAIL VENDOR COPY

JUSTIFICATION (REQUIRED FOR ALL TRANSACTIONS)

Additinal construction services due to unforeseen conditions

By signing this agreement, the Contractor hereby releases the County, its agents and employees from any and all liabilities under this contract for further equitable adjustments and/or claims associated with this change order.

VENDOR/ CONTRACTOR AUTHORIZATION

DEPARTMENT	APPROVAL	SIGNATURE	

N	A2	DATE:	4-AUG-14
	Aufaula annelo	DATE:	8/4/16
	OFFICIAL FROCUREMENT DIVISION USE ONLY		· · · · · · · · · · · · · · · · · · ·

PROCUREMENT DIVISION APPROVAL;	*********************** *************		0475.	
ADD THE FOLLOWING TEXT TO PO/DO:		CHANGE AWARD AMOUNT TO :		·
······································			· · · · · · · · · · · · · · · · · · ·	
			Z	11



I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 1

FISCAL AND OPERATIONAL SUPPORT ITEM 1

DATE:	August 5, 2016
-------	----------------

TO: Mayor Teresa Jacobs and the Board of County Commissioners

Interoffice

THROUGH: Anne Kulikowski, Director Administrative Services Department

FROM: Reed Knowlton, Manager 2001

CONTACT PERSON: Katie Smith, Deputy Clerk as CRC Staff

- DIVISION: Comptroller Clerk's Office Phone: 407-836-7301
- SUBJECT: CHARTER REVIEW COMMISSION (CRC) COMMUNITY OUTREACH BULK MAILING

ACTION

REQUESTED: APPROVAL TO ISSUE A CHECK FOR AN AMOUNT NOT TO EXCEED \$110,000 TO THE UNITED STATES POSTMASTER FOR A ONE TIME LARGE BULK MAILING ON SEPTEMBER 30, 2016 BY THE CHARTER REVIEW COMMISSION; THE ACTUAL AMOUNT WILL BE DETERMINED BY SEPTEMBER 15, 2016.

- **PURPOSE:** To provide the CRC with postage to process a one-time large bulk mailing for an information flyer.
- **BUDGET:** Accounting Line No.: 0001-043-0434-3510

Fiscal and Operational Support Division August 5, 2016 Page 2

JUSTIFICATION/DISCUSSION:

On January 27, 2015, the BCC appointed 15 Orange County citizens to the 2016 Orange County CRC. The CRC is empowered to conduct a comprehensive study of all aspects of Orange County's government. The CRC is authorized to place proposed amendments and revisions to the Orange County Charter ("Charter") on the 2016 general election ballot.

The 2016 CRC conducted a comprehensive review of the Charter, and has chosen to place three prospective Charter amendments on the ballot for consideration by Orange County voters. The 2016 CRC reached this decision after holding numerous public hearings and after receiving testimony from county officials, staff, constitutional officers, representatives of community organizations, members of the public and other interested parties.

The CRC Community Outreach Committee prepared an informational flyer regarding its ballot proposals amending the Orange County Charter. The flyer explains the proposed charter amendments and educates voters as to the anticipated effects of adopting or not adopting the proposed amendments.

On September 30, 2016, the mailer will be sent to every Orange County household with at least one registered voter. The estimated volume of the project is approximately 425,000 pieces.



August 1, 2016

Interoffice Memoranc

TO: Mayor Teresa Jacobs and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

- CONTACT: Bryan Lucas, Manager, Fleet Management Division 407-836-8201
- SUBJECT: Award of Invitation for Bids Y16-1081-MR, Motor Fuels Tank Wagon Deliveries

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1081-MR, Motor Fuels – Tank Wagon Deliveries, to the low responsive and responsible bidder, Atlas Oil Company, in the estimated contract award amount of \$1,900,000 for a 1-year term contract. Further request authorization for renewal by the Procurement Division for two additional 1-year periods.

Due to projected usage, the Fleet Management Division anticipates that the entire estimated contract amount will be ordered during the initial contract term.

PROCUREMENT:

Motor fuels are used throughout the county to power automobiles, trucks, fire rescue vehicles, heavy equipment, generators and other internal combustion engine driven equipment. Tank wagon deliveries are motor fuel deliveries of 7,000 gallons and under. This award recommendation is based on estimated fuel quantities for the following entities:

	Gasoline	<u>Diesel</u>
Orange County	47,400 gallons	525,600 gallons
City of Altamonte Springs	0 gallons	132,754 gallons
City of Ocoee	2,500 gallons	12,000 gallons

The City of Altamonte Springs, City of Ocoee and Orange County combined their requirements in this solicitation. Each entity will issue and administer its own orders for fuel.

IFB Y16-1081-MR Motor Fuels – Tank Wagon Deliveries Page 2 of 3

FUNDING:

Funds are available in account numbers 5530 043 2035 4180/4185/4187.

APPROVALS:

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

REMARKS.

Three bids were received in response to Invitation for Bids Y16-1081-MR and were evaluated for responsiveness, responsibility, and cost, using a discount or markup on the Oil Price Information Service (OPIS) average price for the Orlando terminal. OPIS is a private petroleum reporting and database company, providing daily site-specific retail pricing data to oil companies, distributors, traders, government, and commercial purchasers of petroleum products. Under this contract, OPIS pricing is obtained once per week to apply to the succeeding week's purchases.

Atlas Oil Company submitted a bid offering the lowest markup for 87, 89 and 92 octane gasoline and un-dyed and dyed diesel fuel for tank wagon loads (7,000 gallons or less). When used by local government, dyed diesel fuel is not subject to the taxes associated with regular diesel fuel.

All fuel pricing is based on a markup on prices from the Oil Price Information Service (OPIS) average at the closest distribution point to Orange County, the Taft terminal. This approach is necessary because long-term fixed contract pricing is not suitable for this highly volatile commodity. Note that the fixed markup will remain firm for the entire period of the contract. For all fuels, the markup is added to the OPIS price. Taxes are then added to that price for a final purchase price per gallon.

The bid amounts are the estimated markup for each bidder based on OPIS pricing. The estimated annual contract amount for this recommended award is \$1,900,000 which includes the estimated markup of \$77,355.4050.

The bid tabulation sheet is as follows:

IFB Y16-1081-MR Motor Fuels – Tank Wagon Deliveries Page 3 of 3

ITEM #	DESCRIPTION	Usage in Gallons		ATLAS OIL	UNIT	LYNCH OIL COMPANY INC.		DES Wholesale, LLC dba Diversified Energy Supply
1	87 Octane Gasoline, 7,000 gallons	47,400	\$0.1350	\$6,399.0000	\$0.1395	\$6,612.3000	\$0.2000	\$9,480.0000
2	89 Octane Gasoline 7,000 gallons	1	\$0.1350	\$0.1350	\$0.1395	\$0.1395	\$0.2000	\$0.2000
3	93 Octane Gasoline, 7000 gallons	1	\$0.1350	\$0.1350	\$0.1395	\$0.1395	\$0.2000	\$0.2000
4	Diesel Fuel, 7,000 gallons	1	\$0.1350	\$0.1350	\$0.1395	\$0.1395	\$0.2000	\$0.2000
5	Dyed Diesel Fuel, 7,000 gallons	525,600	\$0.1350	\$70,956.0000	\$0,1395	\$73,321.2000	\$0.2000	\$105,120.0000
ALL BIDS ARE MARKUP FROM OPIS AVERAGE				\$77,355.4050		\$79,933.9185		\$114,600.6000

Interoffice Memorandum



BUSINESS DEVELOPMENT DIVISION

July 5, 2016

TO: Melissa Rivera, Senior Purchasing Agent Procurement Division

FROM: Kesi Warren, Senior Contract Administrator Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y16-1081-MR, Motor Fuel Tankwagon Deliveries

The Business Development Division evaluated the **3 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

Theena Jegnuso



July 8, 2016

To: Mayor Teresa Jacobs and the Board of County Commissioners

- Contact: Douglas E. McPherson, Utilities Section Manager, Solid Waste Division
- Subject: Award of Invitation for Bids Y16-1097-MG, Haul Rejected Recycling Materials

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1097-MG, Haul Rejected Recycling Materials, to the low responsive and responsible bidder, Merrell Bros., Inc., in the estimated contract award amount of \$812,976 for a 1-year term. Further request authorization of the Procurement Division to renew the contract for two additional 1-year terms.

PROCUREMENT:

To provide the Solid Waste Division with hauling services for rejected recycling materials from two locations to the Orange County Landfill. These materials arrive from the Orange County citizens to our facilities. Our current recycling contractor evaluates the materials to determine if the load will be rejected.

FUNDING:

Funding is available in account number 1006-038-1250-3197.

APPROVALS:

The Solid Waste and Business Development Divisions concur with this recommendation.

REMARKS:

Three bids were received and evaluated for responsiveness, responsibility and price. Merrell Bros., Inc. is the low responsive, responsible bidder. The bid is considered reasonable based on the technical evaluation and recommendation of staff. This is an estimated contract; the division budgeted enough for the recommended awarded amount of \$812,976.

Y16-1097-MG, Haul Rejected Recycling Materials Page 2

.

Bid tabulation is as follows:

T. Wayne Hill Trucking, Inc. DisposAll, Inc.

Merrell Bros., Inc

TOTAL ESTIMATED BID

\$4,471,368 \$4,613,400 \$4,869,600

Interoffice Memorandum



BUSINESS DEVELOPMENT DIVISION

June 22, 2016

- TO: Maria Guevara-Hall, Senior Purchasing Agent Procurement Division
- FROM: Kesi Warren, Senior Contract Administrator Business Development Division
- SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y16-1097-MG, Haul Rejected Recycling Materials

The Business Development Division evaluated the **3 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

Klena erguson

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT

August 1, 2016

Interoffice Memorand

- To: Mayor Teresa Jacobs and the Board of County Commissioners
- F(oht) Carrie Woodell, Manager, Procurement Division
- Contact: Robin L. Hammel, P.E., Manager, Public Works Engineering Division 407-836-7909
- Subject: Award of Invitation for Bids Y16-765-CH, West Kaley Avenue and South Rio Grande Avenue Intersection Improvements

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-765-CH, West Kaley Avenue and South Rio Grande Avenue Intersection Improvements, to the low responsive and responsible bidder, Parthenon Construction Company, for the estimated contract award amount of \$234,889.

PROCUREMENT:

The intersection improvements project consists of adding a left turn lane along West Kaley Avenue at the intersection of South Rio Grande Avenue. The work includes roadway widening, milling and resurfacing, drainage improvements and signing & pavement marking. The total length of the project is approximately 316 linear feet or 0.059 mile. The project is located in District 6.

FUNDING:

Funding is available in account number 1003-072-2722-6311.

APPROVALS:

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

Y16-765-CH; Approval to Award, Y16-765-CH; West Kaley Avenue and South Rio Grande Intersection Improvements Page 2 of 2

REMARKS:

.

Five bids were received. Staff evaluated the bids and determined that the low bid was reasonable. Parthenon Construction Company has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Parthenon Construction Company.

Bids Received	Base Bid
Parthenon Construction Company	\$234,889.00
Stage Door II, Inc.	\$250,507.00
Valencia Construction Group, Inc.	\$258,378.00
Atlantic Civil Constructors Corporation	\$261,894.11
RMS Constructors Group, LLC	\$270,283.00



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

June 30, 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: Y16-765-CH / W. Kaley Avenue and S. Rio Grande Avenue Intersection Improvements

The Business Development Division evaluated the 3 lowest bids of the 5 bids submitted for this project and found that the apparent low bidder Parthenon Construction Company did not achieve good faith effort documentation and reported 23.03% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Enriquez Construction LLC	\$22,300
Mbe-hm	EM Paving	\$31,800
	E Participation	\$54,100.00 (23.03%)

The second low bid submitted by Stage Door II, Inc. did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

The third low bid submitted by Orange County MWBE firm Valencia Construction Group, Inc. met the MWBE participation goal and reported 89.02% 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

theeret

53

IFB-Y16-765-CH / W. Kaley Avenue and S. Rio Grande Avenue Intersection Improvements % % Difference Difference From 2nd EEO % M/WBE % M/WBE \$ Over Low | From Low \$ Over 2nd Bidder (Goal 25%) Bid (7%) Rank **Bid Amount** \$'s in Bid GFE Bid Low Bid Low Bid M / W \$234,889.00 Low Bid Parthenon Construction Company \$54,100 23.03% 66/11 no \$250,507.00 0.00% 6.65% 60/5 2nd Low Stage Door II, Inc. \$0 \$15,618,00 no Valencia Construction Group, Inc. 89.02% 3rd Low [mbe-am] \$258,378.00 \$230,000 \$23,489.00 10.00% \$7,871.00 3.14% 75/3 na Atlantic Civil Constructors 4th Low Corporation \$261,894.11 0.00% \$27,005.11 \$11,387.11 30/5 \$0 11.50% 4.55% no 5th Low RMS Constructors Group, LLC \$270,283.00 \$61.250 22.66% \$35,394.00 15.07% \$19,776.00 7.89% 0/0 00

BID COMPARISON

COUNTY GOVERNMENT FLORIDA Interoffice Memorar

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 5

August 1, 2016

To: Mayor Teresa Jacobs and the Board of County Commissioners

Eromus Carrie Woodell, Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y16-780-CC, Cassady and Sheriff Sector IV Elevator Modernization

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-780-CC, Cassady and Sheriff Sector IV Elevator Modernization, to the low responsive and responsible bidder, Premier Elevator Co., Inc., in the total contract award amount of \$220,586.

PROCUREMENT:

The contract is for the modernization of the elevators located at the Cassady Building and the Sheriff Sector IV Building. This project is located in District 6.

FUNDING:

Funding is available in account number 1023 043 0263 6210.

APPROVALS:

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

REMARKS:

Two bids were received. Although the bid from Premier Elevator Co., Inc. is approximately 39.99% lower than the second bidder, staff evaluated the bids and determined that the low bid was reasonable. Premier Elevator Co., Inc. has been determined responsible. Therefore, award is recommended to Premier Elevator Co., Inc.

Page 2 Award of Invitation for Bids Y16-780-CC

<u>Bids Received:</u> Premier Elevator Co., Inc. Skyline Elevator, Inc. Bid Amount \$220,586 \$308,800

Interoffice Memorandum



BUSINESS DEVELOPMENT DIVISION

July 19, 2016

TO: Corie Cummings, Senior Contract Administrator Procurement Division

FROM: Dexter Watts, Senior Contract Administrator

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-780-CC / Cassady and Sheriff Sector IV Elevator Modernization

The Business Development Division evaluated the 2 bids submitted for this project and found that the apparent low bidder Premier Elevator Co., Inc. did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

The second low bid submitted by Skyline Elevator, Inc. did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

Keene Se

				885 MUZOQU	8					
	IFB-Y16-78	30-CC / Cassad	y and She	eriff Secto	r IV E	Elevator Mo	odernizati	on		
			M/WBE	% M/WBE		\$ Over Low	From Low		1	EEO 🤋
Rank	Bidder	Bid Amount	\$'s in Bid	(Goal 25%)	GFE	Bid	Bid (7%)	Bid	Low Bid	M /
Low Bid	Premier Elevator Co., Inc.	\$220,586	\$0	0%	no					14/5
2nd Low	Skyline Elevator, Inc.	\$308,800.	\$0	0%	no	\$88,214	39.99%			0/0

BID COMPARISON



Cater

780 AL-Cassady and Sheriff Sector IV Elevator Modernization

•



August 2, 2016

То:	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 Y16-786-MM, Orange County Convention Center West Concourse D Chiller and AHU Replacement

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-786-MM, Orange County Convention Center West Concourse D Chiller and AHU Replacement, to the low responsive and responsible bidder, Air Mechanical & Service Corp. for the total contract award amount of \$1,869,000, which includes Additive Bid Item No.1.

PROCUREMENT:

The scope of work includes, but is not limited to, removal of the existing air-cooled water plant, including all roof top mounted chillers, pumps, piping and all electrical accessories that are presently serving the West Concourse D, receiving and installing 6 new air handler units, 2 fan coil units and chilled water piping to connect to the existing OUC's chilled water loop, and converting existing office space into a new mechanical room, including demolition of existing walls and adding new walls, doors and finishes. Additive Bid Item No.1 provides temporary air conditioning during construction. The project is located in District 6.

FUNDING:

Funding is available in account number 4430 035 0966 6210.

APPROVALS:

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

Page 2

Award of Invitation for Bids Y16-786-MM, Orange County Convention Center West Concourse D Chiller and AHU Replacement

REMARKS:

Two bids were received. Starr Mechanical, Inc, the second low bidder, did not provide similar project experience and were deemed non-responsible. Air Mechanical & Service Corp. has a satisfactory performance record on similar projects with the County and per their references. The bid submitted by Air Mechanical & Service Corp. is considered reasonable based on technical analysis performed by the County. Therefore award is recommended to the lowest, responsive, responsible bidder, Air Mechanical & Service Corp.

Bidder:

Estimated Bid:

Air Mechanical & Service Corp. Base Bid: Additive No.1: Total:

\$1,694,000 \$175,000 \$1,869,000

Starr Mechanical, Inc.

Non-responsible

Interoffice Memorandum



BUSINESS DEVELOPMENT DIVISION

August 5, 2016

PROJECT:	Y16-786-MM / Orange County Convention Center West Concourse D
SUBJECT:	Business Development Division Bid Evaluation
FROM:	Dexter Watts, Senior Contract Administrator $\hat{\mathcal{M}}$ Business Development Division
TO:	Marsha Mussori, Senior Contract Administrator Procurement Division

The Business Development Division evaluated the one bid submitted for this project and found that the apparent low bidder Air Mechanical & Service Corp. did not achieve good faith effort documentation and reported 12.82% MWBE participation in their bid. Please note the following certified MWBE participation:

Chiller and AHU Replacement – Base + Additive #1

Wbe-wf	ABC Cleaning, Inc.	\$50,200
	Lakeside Electrical Services, LLC	\$189,395
Total MWB	E Participation	\$239,595.00 (12.82%)

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

and for gue

		IFB-Y16-786-MM / Orange (County Conven	tion Cente	r West Co	ncou	rse D Chille	er and AH	U Replac	ement:	_
Ñ								%		%	
								Difference	\$ Over	Difference	
				M/WBE	% M/WBE		\$ Over Low	From Low	2nd Low	From 2nd	EEO %
	Rank	Bidder	Bid Amount	\$'s in Bid	(Goal 25%)	GFE	Bid	Bid (5%)	Bid	Low Bid	M/W
[Low Bid	Air Mechanical & Service Corp.	\$1,869,000	\$239,595	12.82%	no					38/5

BID COMPARISON - BASE + ADDITIVE #1

•



Interoffice Memorandum

August 12, 2016

TO:	Mayor Teresa Jacobs and the Board of County Commissioners
FROM	Carrie Woodell, Manager, Procurement Division
CONTACT:	Angela Chestang, Acting Manager, Citizens Commission for Children 407-836-6541
SUBJECT:	Approval of Amendment No.1, Contract Y16-2026, Human Services

ACTION REQUESTED:

Approval of Amendment No. 1, Y16-2026, Human Services with Victim Service Center of Central Florida, Inc., for an additional estimated amount of \$53,570 for a revised total estimate annual contract amount of \$232,070.

PROURMENT:

The program is to provide comprehensive services and resources to victims of sexual assault, violent crime and tragic circumstances through crisis response, advocacy and therapy, and community awareness.

FUNDING:

Funding is available in account number 0001-062-2406-8610.

APPROVAL:

The Commission for Children concurs with this recommendation.

REMARKS:

Contract Y16-2026 with Victim Service Center of Central Florida, Inc., was approved by the Board on August 25, 2015 and awarded October 1, 2015 for an estimated contract amount of \$178,500. Victim Services Center continues to experience an increase in demand for services therefore, in order to keep in line with the service continuum, to include administrative support, direct counseling, outreach and education, the Citizens' Commission for Children is requesting that the contract be increased.

Interoffice Memorandum

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 8

August 2, 2016

TO:

\mathbb{N}	layor Teresa Jacobs
а	nd the Board of County Commissioners

- FROM;) Carrie Woodell, Manager, Procurement Division
- CONTACT: Jacqueline Torbert, Manager, Water Division Phone 407-254-9830
- SUBJECT: Approval Contract Y16-1126-MG, Watersmart Customer Conserve Program

ACTION REQUESTED:

Approval of Contract Y16-1126-MG, Watersmart Customer Conserve Program with Watersmart Software, Inc., in the total contract amount of \$224,668 for the initial 15 months. Further request authorization for the Procurement Division to renew the contract for two additional 1-year terms.

PROCUREMENT:

Orange County entered into a cost-share agreement with the St. Johns River Water Management District effective May 26, 2016 to pilot test the Watersmart Customer Conserve Program. The program is software which combines customer consumption data and water conservation techniques and incentives in a comprehensive customer engagement approach to achieve an average 5% reduction in participant water use within one year of implementation. The software will transform the Utilities Department's consumption data into an effective water-use efficiency and customer engagement program, which, when implemented, will demonstrate the effectiveness of water conservation on a subset of 30,000 customers located within the jurisdiction of St. Johns River Water Management District.

FUNDING

Funding is available in account 4420-038-1322-3194.

APPROVALS:

The Water Division concurs with this recommendation.

Contract Y16-1126-MG, Watersmart Customer Conserve Program Page 2

REMARKS:

Watersmart Software, Inc. was determined by the St. Johns River Water Management District to be a Sole Source provider of the Watersmart Customer Conserve Program. The District advertised a Notice of Intent to Sole Source and received no responses from qualified companies. The cost-share funding is predicated on the implementation of the Watersmart Customer Conserve Program within Orange County. The cost of implementing this program is \$224,668 of which \$112,334 (50%) will be reimbursed by the St. Johns River Water Management District upon task completion. ORANGE COUNTY GOVERNMENT F L O R 1 D A

Interoffice Memorandum

July 27, 2016

TO:	Mayor Teresa Jacobs And the Board of County Commissioners
FROMI	Carrie Woodell, Manager Procurement Division
THRU:	Anne Kulilowski, Director Administrative Services Department
CONTACT:	Rich Steiger, Manager Facilities Management Division (407) 836-7473
SUBJECT:	Sole Source Purchase Metered Postage for FY 10

ACTION REQUESTED

Approval to Purchase from the United States Postal Service Computerized Meter Resetting System (CMRS-PBP), a subsidiary of Pitney Bowes, metered postage for FY 16-17 in the estimated amount of \$799,675. This amount will fluctuate depending on actual usage.

6-17

PROCUREMENT

To provide the Facilities Management Division with postage for an electronic transfer service to electronically load and process metered mail through the mailrooms.

FUNDING

Funding is available in the following account numbers 0001-043-1722-3510, 0001-068-0268-3510, 0001-068-2605-3510, 1011-068-2601-3510, 1011-068-2610-3510, 1011-068-2611-3510, 1011-068-2621-3510, 1011-068-2622-3510, 1011-068-2624-3510, 1011-068-2630-3510, 7702-068-9636-3510, 0001-068-3220-3510, 1050-068-1801-3510, 0001-068-3221-3510, 0001-068-2606-3510, 0001-068-2422-3510, 0001-0335-0676-3510, 0001-034-0683-3510, 1242-068-1790-3510, 1061-068-2430-3510, 1002-072-2718-3510. Funds from Facilities Management will be used to fund the post office reserve account; other accounts will be billed based on usage to reimburse the General Fund. Funds will be provided from the organizations listed on the next page.

APPROVALS

66

The Facilities Management Division concurs with this recommendation.

Sole Source Purchase Metered Postage for FY 16-17 Page 2 of 2

REMARKS

The County currently owns three Pitney Bowes electronic scales, meters and allocators, which are not compatible with other electronic mail systems. The current system is totally integrated with Postage by Phone System Capability. The capability to provide this service for Pitney Bowes equipment is proprietary to United States Postal Service/CMRS-PBP.

The estimated annual expenditures, by organization, are as follows:

Organization	Estimated Annual Expenditures
Facilities Management Division	\$ 600,000
Division of Building Safety	\$ 3,000
Community, Environmental and Development Serv	rices Dept. \$ 51,500
Housing and Community Development Division	\$ 100
Code Enforcement Division	\$ 121,000
Parks and Recreation Division	\$ 6,000
Safe Neighborhood Services	\$ 14,500
Office of Emergency Management	\$ 250
Traffic Engineering Red Light Cameras	\$ 3,125
Lake Jessamine MSTU	<u>\$ 200</u>

TOTAL

\$ 799,675

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 10



REAL ESTATE MANAGEMENT ITEM 1

DATE:	August 8, 2016

TO: Mayor Teresa Jacobs and the Board of County Commissioners

Interoffice Me

- THROUGH: Ann Caswell, Manager Real Estate Management Division
- FROM:Robin Giove, Lease Program ManagerReal Estate Management Division
- PERSON: Ann Caswell, Manager
- DIVISION: Real Estate Management Phone: (407) 836-7082

ACTION REQUESTED:

CONTACT

APPROVAL AND EXECUTION OF ORLANDO UNITED ASSISTANCE CENTER LICENSE AGREEMENT BETWEEN ORANGE COUNTY AND HEART OF FLORIDA UNITED WAY, INC., AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO RENEW, IF NEEDED

PROJECT: Orlando United Assistance Center File #8002 507 East Michigan Street Orlando, Florida

District 3

PURPOSE: To provide office space for the Orlando United Assistance Center.

ITEM: Orlando United Assistance Center License Agreement Revenue: None Size: 4,000 square feet Term: 1 year Options: 1-year renewals Real Estate Management Division Agenda Item 1 August 8, 2016 Page 2

APPROVALS: Real Estate Management Division County Attorney's Office Facilities Management Division Family Services Division Risk Management Division

REMARKS:

Orange County ("County") granted the City of Orlando ("City") temporary use of the property, located at 507 East Michigan Street, through the execution of a Memorandum of Understanding ("MOU"), dated June 22, 2016, to allow the City immediate occupancy of the property for operation of an expanded Family Assistance Center, referred to as the Orlando United Assistance Center ("OUAC"). The City is in the process of contracting with Heart of Florida United Way, Inc. ("United Way") to handle all the daily functional activities of OUAC. This includes the oversight of the building and its staff, and arranging and executing subcontracts with various service providers to ensure the needs of the clients are met. Given United Way's primary role in administering and managing the OUAC, the County and United Way desire to enter into this License Agreement to set forth their mutual understanding of the terms and conditions applicable to United Way's use of the property. The County is granting United Way a non-exclusive license to enter upon and use the property for the sole purpose of operating the OUAC for those individuals and families affected by the Mass Shooting, and for no other use or purpose without the County's prior written consent, which may be withheld at the County's sole discretion. Upon execution of this License Agreement, the MOU with City shall immediately terminate. The County will be responsible for all interior and exterior maintenance, repairs, janitorial service, pest control and utilities. United Way will provide insurance and indemnification.

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



I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 11

REAL ESTATE MANAGEMENT ITEM 2

DATE:

August 5, 2016

Interoffice]

TO:

Mayor Teresa Jacobs and the Board of County Commissioners

THROUGH:

: Ann Caswell, Manager 0^{\bigcirc} Real Estate Management Division

Elizabeth Price Jackson, Senior Title Examiner Real Estate Management Division

CONTACT PERSON:

FROM:

Ann Caswell, Manager

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

ACTION REQUESTED:

APPROVAL AND EXECUTION OF FIRST AMENDMENT TO CONSERVATION AND ACCESS EASEMENT BETWEEN ROYAL CYPRESS PRESERVE HOMEOWNERS ASSOCIATION, INC. AND ORANGE COUNTY WITH JOINDER AND CONSENT FROM TOLL FL LIMITED PARTNERSHIP AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Conservation Area Impact Permit # CAI-13-08-018 (Royal Cypress Preserve)

District 1

PURPOSE: To provide for clarification of reserved rights and relocation of the access easement as a requirement of development.

ITEM: First Amendment to Conservation and Access Easement with Joinder and Consent

APPROVALS: Real Estate Management Division County Attorney's Office Environmental Protection Division Real Estate Management Division Agenda Item 2 August 5, 2016 Page 2

REMARKS:

Conservation Area Impact Permit # CAI-13-08-018 issued by Orange County Environmental Protection Division required a Conservation and Access Easement (Easement) over the site being developed. The Easement was approved by the Board of County Commissioners on July 29, 2014, and included a blanket access easement over the parent tract. Subsequent to the recording of the Easement, the plat of Royal Cypress Preserve was filed over a portion of the original Project Site and the designation of lot numbers and tracts on the preliminary subdivision plan were modified resulting in different lot numbers and tracts being assigned to those same lots and tracts on the plat. This First Amendment to Conservation and Access Easement (Amendment) redefines the lots and tract specified in Section 3 Reserved Rights of the Easement. It also releases the blanket easement over the Project Site and replaces with Access Area with specific Tracts that provide access to the Conservation Areas.

Orange County is executing the Amendment to acknowledge the redefined lots and tract and accept the replacement Access Area.

Grantor to pay all recording fees.

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



REAL ESTATE MANAGEMENT ITEM 3

DATE:	August 5, 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
CONTACT PERSON:	Ann Caswell, Manager
DIVISION:	Real Estate Management Phone: (407) 836-7082
ACTION REQUESTED:	APPROVAL AND EXECUTION OF BOAT DOCK RESTRICTION AGREEMENT BETWEEN MASTERS CONDOMINIUM, INC. AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT
PROJECT:	Masters Condominiums, Inc., Semi-Private Dock BD-15-10-114
	District 1
PURPOSE:	To meet requirements of County Boat Dock Construction Permit.
ITEM:	Boat Dock Restriction Agreement
APPR'OVALS:	Real Estate Management Division County Attorney's Office Environmental Protection Division

Real Estate Management Division Agenda Item 3 August 5, 2016 Page 2

REMARKS:

Orange County Semi-Private Boat Dock Construction Permit, Application BD-15-10-114 (Permit) issued by Orange County Environmental Protection Division requires this Boat Dock Restriction Agreement (Agreement). The Agreement states that the Permit allows construction of a semi-private boat dock and cites County Code Section 15-344 which requires the owner to restrict the construction of additional boat docks on the Subject Property that would exceed the maximum allowed for private docks under Article IX, Chapter 15 thereof. The County is executing this document to reflect approval of its terms and conditions.

Owner 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 Me

I. CONSENT AGENDA ADMINISTRATIVE SERVICES DEPARTMENT 13



REAL ESTATE MANAGEMENT ITEM 4

DATE:	August 8, 2016

TO: Mayor Teresa Jacobs and the Board of County Commissioners

THROUGH:Ann Caswell, ManagerReal Estate Management Division

FROM: Sabrina L. Miller, Senior Acquisition Agenry

CONTACT PERSON:

Ann Caswell, Manager

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

ACTION

REQUESTED: APPROVAL OF PURCHASE PRICE ABOVE APPRAISED VALUE, CONTRACT FOR SALE AND PURCHASE, HOLDOVER AGREEMENT, AND WARRANTY DEED BETWEEN LUIS E. NOA-TORRES AND MARIA E. NOA AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Pump Station No. 3103 (Walker Jr. High)

District 3

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities.

ITEMS: Contract for Sale and Purchase (Parcel 101)

Holdover Agreement (Parcel 101)

Warranty Deed (Instrument 101.1) Cost: \$175,000 Size: 15,023 square feet Real Estate Management Division Agenda Item 4 August 8, 2016 Page 2

BUDGET:	Account No.: 4420-038-1502-43-6110
FUNDS:	\$176,663.78 Payable to First American Title Insurance Company (purchase price and closing costs)
APPROVALS:	Real Estate Management Division County Attorney's Office Utilities Department Risk Management Division
REMARKS:	The Utilities Department requires a permanent site for Pump Station No. 3103 to replace the existing pump station that is located in County right-of way.

The Seller will be allowed to occupy the premises for a period not to exceed four (4) months from the date of closing as stipulated in the Holdover Agreement.

Seller to pay documentary stamp tax and pro-rated taxes.

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

I. CONSENT AGENDA COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT 1

Interoffice Memorandum



AGENDA ITEM

76

July 27, 2016

Mayor Teresa Jacobs – AND– Board of County Commissioners

FROM:

TO:

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

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

SUBJECT:

August 23, 2016 – Consent Items Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

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

<u>Case No.</u>	<u>Dist.#</u>	<u> Property Owner</u>		<u>Amount*</u>	
LC 16-0688	1	DEMETRO LARRY	\$	1,335.09	
LC 16-0693	1	ATKINS DERRICK	\$	378.67	
LC 16-0541	2	JORSHINVESTMENTS CORP	\$	4,032.40	
LC 16-0603	2	JAMEL ANNA RODRIGUEZ; MELENDEZ MARISOL	\$	2,237.71	
		YVETTE			
LC 16-0634	2	CHAMBERS ELAINE C	\$	453.94	
LC 16-0679	2	HILERME EDITH	\$	350.62	
LC 16-0680	2	SHANKS CHRISTINA; ATKINS LARRY M; SHANKS	\$	627.57	
		BRADLEY J			
LC 16-0682	2	WILLIAMS BEN	\$	2,412.62	
LC 16-0685	2	KUCHAR DARIUSZ B	\$	987.12	
LC 16-0703	2	TAX LIEN STRATEGIES LP	\$	460.62	
LC 16-0697	3	U S BANK N A TR	\$	258.00	
LC 16-0708	3	FEDERAL NATIONAL MORTGAGE ASSN	\$	463.42	
LC 16-0733	3	STOHR MICHAEL V	\$	169.45	

76

Page Two August 23, 2016 – Consent Items Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

<u>Case No.</u>		Property Owner	ļ	Amount*
LC 16-0734	2	TARPON IV LLC	\$	499.72
LC 16-0787	4	PETRUSKA MARTHA	\$	369.92
LC 16-0711	5	BUDZIAK ROSALYN L	\$	225.28
LC 16-0735	5	ALHELAYEL ABDULRAHMAN A	\$	588.57
LC 16-0619	6	HAIMAN BARRY	\$	424.40
LC 16-0633	6	US BANK NATIONAL ASSN	\$	182.69
LC 16-0641	6	DOUGLAS RESETTA; JOHNSON AUSEY JR; JOHNSON ROBERT	\$	829.60
LC 16-0656	6	R AND K HOMES AND CONSTRUCTION INC	\$	672.62
LC 16-0659	6	JOHNSON MINNIE	\$	444.98
LC 16-0660	6	MINCEY HENRIETTA; MINCEY EDWARD JR	\$	420.62
LC 16-0663	6	S W I S USA COMPANIES LLC	\$	383.66
LC 16-0664	6	ENGLISH CAROLYN JOANN; COOPER LINWOOD RAY	\$	548.72
LC 16-0665	6	GHARIB KIBRAIL Z	\$	283.72
LC 16-0671	6	US BANK N A	\$	351.70
LC 16-0673	6	FIRST ORANGE REALTY INC	\$	274.17
LC 16-0674	6	LEWIS LIONEL E	\$	189.43
LC 16-0687	6	BAILEY MARY C	\$	382.40
LC 16-0690	6	APPLETON CECIL	\$	500.60
LC 16-0712	6	SHELTERING VISION IMPAIRED TRUST	\$	380.12
LC 16-0719	6	TARPON IV LLC	\$	459.20
LC 16-0721	6	TARPON IV LLC	\$	193.74
LC 16-0722	6	CIRCLE B LLC	\$	294.37
LC 16-0723	6	LEWIS REAL ESTATE HOLDINGS LLC	\$	253.69
LC 16-0725	6	LEWIS REAL ESTATE HOLDINGS LLC	\$	244.58
LC 16-0726	6	TFLTC LLC	\$	136.62
LC 16-0728	6	DANBOISE CHERYL S; COLLINS THERESA	\$	861.38
LC 16-0778	6	PATRICK RUDOLPH	\$	416.62

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

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

Page Three August 23, 2016 – Consent Items Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

ACTION REQUESTED:

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

78

JVW/BC:th

I. CONSENT AGENDA COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT 2



Interoffice Memorandum

AGENDA ITEM

July 28, 2016

TO:

Mayor Teresa Jacobs - AND – Board of County Commissioners

FROM:

CONTACT PERSON:

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

Bradley Campbell, Assistant Manager Code Enforcement Division 407-836-4221

Jecoll Crell

SUBJECT:

August 23, 2016 - Consent Items Resolution for Special Assessment Lien(s) - Demolition (1)

Pursuant to the Orange County Code, Chapter 9, Section 9-278, Property Maintenance Code, Assessment and Lien, authorizes Orange County, by order of the Code Enforcement Board and Special Magistrate, to have unsafe structures demolished through an independent contractor when not done voluntarily by the owner after sufficient notice. Further, the regulation allows the Board of County Commissioners by Resolution to place Special Assessment Liens on properties to recover the cost of demolition. The property listed below had a structure that was demolished at the expense of the County with associated costs as indicated.

<u>Case No.</u>	<u>Dist. #</u>	Property Owner	<u>Amount*</u>
A 15-0356	6	PETTWAY TREVON	\$12,816.65

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

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

ACTION REQUESTED:

Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Claim of Special Assessment Lien Pursuant to Section 9-278 of the Orange County Code, Property Maintenance, and approval to file Claim of Special Assessment Liens by Resolution for unsafe structures demolished by Orange County. District 6.

JVW/BC:jr

Attachments



Ρ

Interoffice Memorandum

AGENDA ITEM

Date:	August 19, 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: PHONE NUMBER:	Carol L. Knox, Manager, Zoning Division
SUBJECT	August 23, 2016 - Consent Item

SUBJECT: August 23, 2016 - Consent Item Hold Harmless and Indemnification Agreement for Gerald and Doris Cain

On June 28, 2016, the Board of County Commissioners confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Gerald and Doris Cain to construct a pool and screen enclosure no less than one foot from the normal high water elevation of Lake Sawyer, and to validate an existing single family residence 18 feet from the normal high water elevation of Lake Sawyer.

The BZA's approval was conditioned on the recording of a Hold Harmless and Indemnification Agreement, which protects Orange County from any claims filed against it resulting from the County's granting of the variance on June 28, 2016.

Indemnification ACTION REQUESTED: Approval of Hold Harmless and Agreement Parcel ID 24-23-27-7820-01-011 by and between Gerald and Doris Cain and Orange County to construct a Pool and Screen Enclosure and validate an existing residence at 6510 Sawyer Shores Lane, Windermere, Florida 34786. District 1.

JVW/CLK:rep

Attachment

Instrument prepared by: Gerald and Doris Cain 6510 Sawyer Shores Lane Windermere, Florida 34786

Return to: Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT Parcel ID: 24-23-27-7820-01-011

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Gerald Cain and Doris Cain, as husband and wife, whose mailing address is 6510 Sawyer Shores Lane, Windermere, Florida 34786, (the "Homeowners") and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 (the "County").

WITNESSETH:

WHEREAS, the Homeowners hold fee simple title to property located at 6510 Sawyer Shores Lane, Windermere, Florida 34786, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Homeowners desire to validate the location of the existing residence at eighteen (18) feet from the normal high water elevation ("NHWE") of Lake Sawyer and to construct a pool and screen enclosure (the "Improvement") no more than one (1) foot from the NHWE of Lake Sawyer in lieu of the fifty (50) foot setback; and

WHEREAS, the Homeowners sought a variance from the County to address construction of the Improvement; and

WHEREAS, on June 2, 2016, the County's Board of Zoning Adjustment ("BZA")

approved the requested variance and approved the validation that the residence was constructed eighteen (18) feet from the NHWE, and required the Homeowners to record a Hold Harmless Agreement prior to the issuance of a building permit for the pool and screen enclosures; and

WHEREAS, on June 28, 2016, the Board of County Commissioners (the "Board") approved the BZA's decision and granted approval of the Homeowners' requested variances subject to the conditions ratified or established by the Board; and

WHEREAS, the Homeowners understand and agree that placing the Improvement within the fifty (50) foot setback area may significantly increase the likelihood of damage to structures, shoreline, and associated assets, and in spite of these risks the Homeowners desire to place the Improvement within this setback area; and

WHEREAS, because this Agreement will be executed and recorded in the Official Records of Orange County, this Agreement serves as notice that the Improvement may be constructed or may have been constructed within the fifty (50) foot setback from the normal high water elevation of Lake Sawyer, as authorized by a variance approved with conditions ratified or established by the Board on June 28, 2016.

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

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

HOLD HARMLESS AND INDEMNIFICATION. The Homeowners, on

83

83

2.

behalf of themselves and their successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assume sole and entire responsibility for any and all damage to property sustained as a result of the County's granting of the variance request on June 28, 2016. The Homeowners hereby agree to release, indemnify, defend (with legal counsel acceptable to the County), and hold harmless the County, its Board members, officers, employees, contractors, agents, and elected and appointed officials from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the activities or operations on or use of the Improvement resulting from the County's granting of the variance request on June 28, 2016.

3. COVENANTS RUNNING WITH THE LAND. This Agreement shall run with the Property, and shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, their heirs, representatives, successors and assigns.

4. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Homeowners.

5. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

6. **RECORDATION.** An executed original of this Agreement shall be recorded, at the Homeowners' expense, in the Official Records of Orange County, Florida.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Homeowners, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly

executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

By:

Teresa Jacobs Orange County Mayor

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

By:	
· · · · · · · · · · · · · · · · · · ·	puty Clerk
Date:	
• · · ·	ed and delivered in our
presence as v Signature:	vitnesses:
Printed Nam	e: Isabelle Ditero
Signature:	12 C.B
Printed Nam	e: (Pan J. Row
STATE OF I COUNTY O	FLORIDA F ORANGE

HOMEOWNER: By: <u>Jack</u> Gerald Cain

The foregoing instrument was acknowledged	before me t	his <u>16</u> day	of July	, 201]6
by Gerald Cain, who is personally known to r	me or who h	as produced	<u>FÍDL</u>	, as
identification.	0			

Notary Public, State of F Notary Printed Name or Sta My Commission Expire Page 4 of 6

Signed, sealed and delivered in our presence as witnesses
Signature: The State State
Printed Name: TSabelle Ofero
Signature:
Printed Name: The J. The
J

Λ
HOMEOWNER:
By: Brest
Doris Cain

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18^{47} day of 10^{47} , 2	2016
by Doris Cain, who is personally known to me or who has produced $\underline{Fl'DC}$	_, as
identification.	

Notary Public, S At Large "" " My Commission Ex My Comm. Eagnes My Comm. Eagnes October 15, 2018 Dires: FF 168915 Notary Name DITES: FF

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 24-23-27-7820-01-011

SAWYER SHORES SUB V/9 BEG 21.25 FT S OF NW COR OF LOT 1 BLK A RUN S 55 DEG W 253 FT M/L TO WATERS EDGE TH RETURN TO POB & RUN E 268.2 FT TO R/W LINE TH S 42 DEG E 28.53 FT W 155 FT S 48 DEG W 309 FT M/L TO WATERS EDGE TH NWLY 140 FT M/L ALONG WATER TO CLOSE BOUNDED ON THE NW BY SEE OR 9039/4539 THE SE OR 10382/7815 AND ON THE S BY OR 7978/4876

S:kcundiff/attorneys admin/tony cotter/ hold harmless agt/Cain hold harmless agt final draft 7 7 16

Page 6 of 6



AGENDA ITEM

August 11, 2016

- TO: Mayor Teresa Jacobs and Board of County Commissioners
- THRU: Lonnie C. Bell, Jr., Director DC Good LCB 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 Health Child Care Food Program Application BCC Meeting 8/23/16 Consent Agenda/All Districts

The Head Start Division requests Board approval of the Florida Department of Health Child Care Food Program Application; FY 2016-2017 Child Care Food Program (CCFP) Renewal Certification of Accuracy and Truthfulness; Delegation of Signing Authority for the Child Care Food Program; Certification Statement Regarding Business Integrity and Publicly–Funded Programs; Annual Information Update and Certification for Sponsors of Affiliated Child Care Centers; Child Care Food Program Budget for Sponsors of Affiliated Sites; and Supplemental Budget for Special Cost Items.

The Child Care Food Program is a part of the National School Lunch Program, which provides children in public and private schools with balanced meals and snacks to meet the USDA minimum daily nutritional requirements. All grantees must utilize USDA funds as primary payment for meals, as mandated by Head Start Child Nutrition Performance Standard §1304.23 (b)(i). The Florida Department of Health will reimburse Orange County, the Head Start non-federal entity, up to an estimated amount of \$1,951,320 for meals served to eligible children enrolled in the Head Start Program. The term of this application is from October 1, 2016 through September 30, 2017.

Florida Department of Health Child Care Food Program Application FY 2016-17 Page 2 August 11, 2016

ACTION REQUESTED: Approval and execution of Florida Department of Health Child Care Food Program Application; FY 2016-2017 Child Care Food Program (CCFP) Renewal Certification of Accuracy and Truthfulness; Delegation of Signing Authority for the Child Care Food Program; Certification Statement Regarding Business Integrity and Publicly– Funded Programs; Annual Information Update and Certification for Sponsors of Affiliated Child Care Centers; Child Care Food Program Budget for Sponsors of Affiliated Sites; and Supplemental Budget for Special Cost Items, which will allow the CCFP to reimburse Orange County up to an estimated amount of \$1,951,320 for nutritional meals served to eligible children in the Head Start Program.

SH/kp Attachments

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

Page 1 of 4

 Florida Department of Health
 Page 1 of 4

 Child Care Food Program
 7/27/2016

 Child Care Food Program Application
 10:28AM

DOH Use Only:	
<u>S - 734</u> Region: <u>C</u> RPS: <u>3</u> Fiscal Year: <u>2016</u> Sold Date: Termination Date:	
ADR: ADR Reason: Meal Disallowance: Term. Reason:	
Created Date: <u>7/25/2016</u> Orig. Paymt. Start Date: <u>10/1/1996</u> Payment Start Date: <u>10/1/2015</u> Last Action Date: <u>7/26/2016</u>	
1. Organization's Legal Identifying Information	10.9
Federal Employer ID # (FEIN): 596000773159 DUNS #: 064797251	
Legal Name (as registered with IRS): ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS	
D/B/A (Doing Busniess As) Name: ORANGE COUNTY HEAD START DIVISION	
2. Organization's Addresses	-
Street Address (physical location): 2100 E. MICHIGAN ST.	
City: ORLANDO State: <u>FL</u> Zip: <u>32806-4914</u> County: <u>ORANGE</u>	
Check Box if Mailing Address is same as Street Address (if not, fill in Mailing Address below)	
Mar Maria A Salar and	
Malling Address: <u>2100 E. MICHIGAN ST.</u>	
City: ORIANDO State: FI Zip: 32806-4914 County: ORANGE	
(Complete Remit Address if you want the Direct Deposit notice or check sent somewhere other than the above Mailing Address)	
Remit Address: FINANCE DEPARTMENT	
PO BOX 38	
City: ORLANDO State: FL Zip: 32802-0038 County: ORANGE	
3. Organization's Chief Executive Officer (see form instructions for who to list here)	
Salutation: MS. First Name: TERESA Last Name: JACOBS	-
Position Title: ORANGE CNTY MAYOR DOB (MM/DD/YYYY): 3/29/1957	
Email Address: mayor@ocfl.net	
Mailing Address: (if only one address is provided in #2 above, the address below must be different from the address in #2.)	
201 S. ROSALIND AVE., 5TH FLOOR	
City: ORLANDO State: FL Zip: 32801	
Phone Number: (407) 836 - 7350 Extension: Fax Number: (407) 836 - 8969	
4. CCFP Program Manager Information (see form instructions for who to list here)	
Salutation: MS. First Name: SONYA Last Name: HILL	
Position Title: DIVISION MANAGER DOB (MM/DD/YYYY): 7/20/1972	
E-mail Address: SONYA.HILL@OCFL.NET	
(The phone # listed below must be different from the phone # provided in #3 above.)	
Phone Number: (407) 836 - 6590 Extension: Fax Number: (407) 836 - 7420	

Florida Department of Health Child Care Food Program						Page 2 of 4 7/27/2016 10:28AM	
				ood Program Ap	plication		an a
5.	Type of Organization	AN: S-734 For-Profit	FY: 2016	D/B/A: ORANGE		TART DIVISION	
	(select only one)	Church (priva	te non-profit)		E	ducational Institution	
		Private Not-F	or-Profit with Cur	rent 501(c)(3)			
6. <u>For-Profit</u> Organization's Shareholder/Owner Information Shareholders are only required for 'For-Profit' organizations							
F	irst Name:	Last Na	ne:		DOB:	% Ownership:	
At	tach additional page if needed	1					
7.	Enter the month and day tha (For example, if September 30th		annual fiscal yea	r ends:	<u>9 / 30</u> (Month/Day)	-	
	Is the organization a non-pro expended \$750,000 or more in	-	-	-		X Yes No	
	If yes, the oganization must r (OMB Circular No. A-133).	meet the requiremen	ts of the Single A	udit Act			
	Does the organization or any and/or managers) participate the Bureau of Child Care Foo	in the CCFP under			th	Yes <u>X</u> No	
	If yes, list the other authori	zation number(s):					
10.	Does the organization have any state(s) other than Flori		pate in the Child	Care Food Program	in	Yes X No	
	If yes, list the other state(s)	:					
11. The organization accepts all participants regardless of race, color, age, sex, disability, or <u>X</u> Yes <u>No</u> national origin.							
12. For this fiscal year, the organization prefers to receive? X Cash-In-Lieu USDA Donated Foo (formerly called commodities)							
13.	Month(s) the organization ar	nd all sites will <u>NOT</u>	operate the Child	d Care Food Prograi	n in this fiscal year	: (check all that apply)	
	October N	√ovember	December	January	February	March	
	April N	/lay	June .	July	August	September	

		Florida De	partme	nt of Health		Page 3 of 4 7/27/2016	
Child Care Food Program						10:28AM	
				am Application			
	AN:	S-734 FY: 2016	D/B/A: OR	ANGE COUNTY HEAD S	START DIVISION		
14. Will the sponsoring organ (New sponsors are not elig			-		Yes	<u>_X_</u> No	
authorization number (i.e., (Note: For-Profit organizations centers can only sponsor cent Application form. Separate ap	15. Does the organization sponsor or plan to sponsor any unaffiliated centers under this authorization number (i.e., separate legal entities from the sponsoring organization)? (Note: For-Profit organizations are not eligible to sponsor unaffiliated centers. Sponsors of affiliated child care centers can only sponsor centers that operate under the same legal name and FEIN listed on the CCFP Application form. Separate applications, contracts, and authorization numbers are required for organizations wishing to sponsor both affiliated child care centers.)						
Complete the next question or	uly if #15 is an:	wered yes.					
16. List the counties where th	e organization	plans to recruit and sp	onsor <u>unaffili</u>	ated child care centers:			
(Note: Prior DOH approval is r to the Procedure Manual for S					d centers. Refer		
17. CCFP Financial Manager I	nformation:						
First Name: YOLAN	DA		Last Name:	BROWN			
Position Title (in organizat		CAL MANAGER					
		<u> </u>					
Phone: <u>(407)836 -</u>	7575	Ext:		Fax:	<u>(407) 836 - 897</u>	<u>'6</u>	
Total number of children enrol	led for sponsc	r by ethnic category:		,			
Hispanic or Latino	Not Hispanic or	Latino Tota	al				
545	99	115	36				
Total number of children enrol	led for sponse	r by racial category:					
American Indian or Alaskan Native	White	Black/African American	Asian	Native Hawaiian or other Pacific Islander	Total		
	592	831	112	0	1536		
Types of Centers Sponsored							
For-Profit		0		Public	20		
Private Non-Profit with Current	t 501(c)(3)	0		Total Centers	20		
Church (private non-profit)		0		-			

Page 3 of 4

Florida Department of Health

Child Care Food Program

7/27/2016 10:28AM

Child Care Food Program Application Sec.

FY: 2016 D/B/A: ORANGE COUNTY HEAD START DIVISION AN: S-734

I certify that all information above is true and correct.

TERESA JACOBS

ORANGE COUNTY MAYOR

Title

Date

Signature of Authorized Representative

Printed Name

Page 4 of 4



Florida Department of Health

FY 2016-2017 Child Care Food Program (CCFP) Renewal Certification of Accuracy and Truthfulness

Instructions:

- 1. This form is used to certify that the CCFP online renewal submission(s) is true and correct.
- 2. The person signing this form must hold one of the following positions, as appropriate to the type of organization: Majority Owner, Executive Director, Board Chairman, Chief Executive Officer, President, School Superintendent, Commanding Officer, Head Clergy Member, or the delegated authority of one of the above persons.
- 3. Complete this form, print, sign, scan, and upload a copy in the designated upload section for this form at the bottom of the contractor renewal screen (<u>electronic signatures are not accepted</u>).
- 4. If this form is signed by a delegated authority, you must also upload the Delegation of Signing Authority form in the designated upload section for that form at the bottom of the contractor renewal screen.

CCFP Authorization Number: ______

Organization's Name: Orange County Board of County Commissioners

By signing this form, I certify that all information submitted and uploaded as part of the CCFP online renewal process is true and correct.

Signature:

(Form must be signed by one of the persons listed in # 2 of the instructions.)

Printed Name:	Teresa Jacobs	
	Orange County Mayor	
Date:		

Organization Name: Orange County Board of County Commissioners Authorization #: S-734

Delegation of Signing Authority for the Child Care Food Program

Instructions: This form is used to delegate the authority to sign Child Care Food Program contracts and certain other documents. **The Delegating Official must hold one of the following positions:** Majority Owner, CEO, President, Executive Director, Board Chairman, Commanding Officer, Head Clergy Member, or School Superintendent.

By means of this letter, I, <u>Teresa Jacobs</u> (the Delegating Official), delegate the authority herein described to, <u>Lonnie C. Bell</u> (my representative), on the following terms and conditions:

- 1. My representative may sign, on my behalf, any documents pertaining to the Child Care Food Program (CCFP).
- 2. The designated effective time period of this delegation is as follows:
 - a. For a prospective contractor, this delegation will be in effect from the date that the CCFP application checklist <u>or</u> contract is signed, whichever date occurs earlier, through September 30, 2017 <u>or</u> until revoked in writing by the delegating official, whichever date occurs earlier.
 - b. For a renewing contractor, this delegation will be in effect from the date that the CCFP Annual Information Update and Certification <u>or</u> contract amendment (when applicable) is signed, whichever date occurs earlier, through September 30, 2017 <u>or</u> until revoked in writing by the delegating official, whichever date occurs earlier.
- 3. The authority delegated herein cannot be sub-delegated without my prior and written consent.
- 4. I understand that this delegation does not relieve me of responsibility to manage and supervise operation of the CCFP, that I may be liable for repayment of funds received, and that I may be subject to disqualification from future participation in the CCFP should the terms of the contract with DOH for participation in the CCFP not be fulfilled.

Delegating Official: (Must be one of the positions listed in the instructions.)	Acknowledged and Agreed by Representative: (Must be an employee of the organization.)
Signature (Delegating Official)	Signature (Representative)
Teresa Jacobs	Lonnie C. Bell
Printed Name	Printed Name
Orange County Mayor	Department Director
Title	Title
Date	Date

Revised 6/2016

Florida Department of Health

Child Care Food Program

CERTIFICATION STATEMENT REGARDING BUSINESS INTEGRITY AND PUBLICLY-FUNDED PROGRAMS

Organization Name: Orange County Board of County Commissioners

_____ Auth. #: ________

GENERAL INFORMATION:

Child Care Food Program (CCFP) regulations, Title 7 Code of Federal Regulations Part 226, strictly prohibits an applying or participating organization (institution), its sponsored affiliated centers/sites (facilities), and the principals of the institution and its facilities from, within the past seven years:

- · being convicted of any activity that indicated a lack of business integrity; and/or
- being declared ineligible/disqualified from any publicly-funded program because of a violation of that program's requirements, unless documentation can be provided to show that the institution and/or principal(s) has since been fully reinstated or determined eligible for the program(s).

Title 7 Code of Federal Regulations Part 226 also strictly prohibits a disqualified individual from:

- performing any activities that are related in any way to the CCFP. In other words, a disqualified individual, whether compensated or not, is not permitted to perform any CCFP-related duties such as taking attendance, creating menus, serving meals, taking meal counts, answering CCFP questions, creating or maintaining CCFP documents, or any other CCFP-related duties within any institution or facility participating in the CCFP; and/or
- being a principal of the institution or any sponsored affiliated facility participating in the CCFP, even if the principal does not perform any CCFP-related duties.

The form is used to 1) certify that the institution, its sponsored affiliated facilities, and the principals of the institution and facilities comply with the federal regulations regarding business integrity and publicly-funded program participation, and 2) disclose the names of all publicly-funded programs that the institution, its sponsored affiliated facilities, and the principals of the institution and facilities currently participate in or have participated in within the past seven years.

DEFINITIONS:

"Activities indicating a lack of business integrity" include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, tax evasion, tax fraud, failing to file tax returns, passing worthless checks, submission of false or fraudulent information to a state or federal agency, and perjury or any other activity indicating a lack of business integrity.

"Convicted" means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

"Principal" means any individual, whether compensated or not, who holds a management position within or is an officer of an institution or sponsored affiliated facility. "Principal" includes all members of the CCFP institution's board of directors and the sponsored affiliated facilities' board of directors. Common examples of principals are the institution's owner(s), director(s), board members, and CCFP program manager. For public school districts, the principals are the school food service director, school food service accountant, school superintendent, and CCFP program manager.

"Publicly-funded program" means any program or grant funded by a federal, state, or local government agency.

Revised 6/2016

CERTIFICATIONS:

IMPORTANT NOTE: The institution is responsible for collecting pertinent information in writing from principals before completing the certifications below. Any organization or individual that provides false information on this form will be subject to applicable civil or criminal penalties and will be placed on the USDA National Disgualified List.

Business Integrity: By signing below, I certify that the institution, its sponsored affiliated facilities, and the principals of the institution and its facilities have not been convicted within the past seven years of any activity that indicated a lack of business integrity (as defined on page 1).

Program Disqualification: By signing below, I certify that the institution, its sponsored affiliated facilities, and the principals of the institution and its facilities have not been declared ineligible/disqualified from any publicly-funded program, including the CCFP, within the past seven years because of a violation of that program's requirements. (Note: If the institution and/or its facilities and/or the principal(s) have been declared ineligible/disqualified from a publicly-funded program(s) within the past seven years, documentation to show that the disqualified entity/person has since been fully reinstated in or determined eligible for the program, including the payment of any debts owed, must be attached to this form.)

Certification of Participation in Publicly-Funded Programs by **a)** the institution; and/or **b)** any sponsored affiliated facilities; and/or **c)** the principals of the institution or its facilities:

- 1. Do any of the parties listed above (a, b, or c) currently participate in any publicly-funded programs, or have they participated in such programs within the past seven years?
 - Yes Check the box for Yes, then complete number 2 and the signature block below.
 - No Check the box for No, then complete the signature block below.
- 2. Check the publicly-funded program(s) that any of the above parties (a, b, or c) currently participate in or have participated in within the past seven years:

Child Care Food Program	Early Head Start Program
Afterschool Meals Program	Emergency Solutions Grant
Homeless Children Nutrition Program	I Head Start Program
National School Lunch Program	School Readiness Program
School Breakfast Program	☑ Voluntary Pre-Kindergarten (VPK) Program
Summer Food Service Program	21 st Century Community Learning Centers
☑ Other (list program names): LIHEAP, C	SBG, CDBG, Ryan White

To list more publicly-funded programs, attach separate page(s).

Signature of Majority Owr Board Chairman, Comman School Superintendent, or		
Teresa Jacobs		Orange County Mayor
Printed Name		Title
Revised 6/2016	Page 2 of 2	1-031-08

Child Care Food Program

Page 1 of 2 7/27/2016 12:37PM

Annual Information Update and Certification for Sponsors of Affiliated Child Care Centers

Auth#: <u>S-734</u> Region: <u>C</u> RPS: <u>3</u> Fiscal Year: <u>2016</u>
Legal Name ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
D/B/A
A. Please answer the following questions:
1. Will your organization enter into any less-than-arms-length transactions or other Yes No potential conflicts of interest during the upcoming fical year?
If yes, any anticipated less-than-arms-length transactions must be listed on the Supplemental Budget for Special Cost Items and uploaded. Any potential conflicts of interest must be listed on a separate document and uploaded.
 Is your organization a non-profit entity or non-federal government entity that Yes No expanded \$750,000 or more in federal funds during its most recent fiscal year?
If yes , your organization must meet the requirements of 2 CFR Part 200.501 (formerly OMB A-133).
B. Read each statement below and check to certify that your organization meets the following requirements:
X 1. The contractor, its principals (for example owners, directors, managers, board members, superintendents, food service directors, food program managers and food service accountants), all staff performing CCFP duties, and any of its sponsored sites and their principals are <u>not</u> currently on the USDA National Disqualified List.
2. The list of any publicity funded programs in which the contractor and/or its principals have participated in the past seven years is current.
 X. The contractor and its principals have not been determined ineligible for any other publicly funded programs due to violation of that Program's requirements in the past seven years.
X 4. No principals of the contractor have been convicted of any activity that occured during the past seven years that indicated a lack of business integrity.
 X 5. The contractor is currently compliant with the required performance standards of financial viability and management, administrative capability, and program accountability as described in 7 CFR §226.6(b)(2)(vii).
 The contractor has not been a party to any unreported less-than-arms-length transactions or other potential conflicts of interest during the past 12 months.
X 7. The contractor's program manager (the person identified in #4 on the CCFP application) has taken all required annual renewal training(s) and catering training, if applicable.
X 8. Key contractor staff and any sponsored site staff (if applicable) have attended mandatory program traning prior to program participation and at least annually thereafter.
<u>X</u> 9. The Conflict of Interest and Ethics Statement most recently submitted remains current and in effect.

Florida Department of Health

Child Care Food Program

Annual Information Update and Certification for Sponsors of Affiliated Child Care Centers

AN: S-734 Fiscal Year: 2016 D/B/A: ORANGE COUNTY HEAD START DIVISION

C. Inform	C. Information Update:						
<u> </u>	 The contractor's Application, Budget, and Site Information screens in MIPS are current and correct, or have been updated for DOH approval. 						
<u> </u>	 If applicable, the last approved versions of the following forms are up-to-date, or updated versions are uploaded below for DOH approval. Only submit if you need to make changes to the last form(s) submitted to DOH. 						
	Compensation Plan for Labor Costs	Number of Files Uploaded:	<u>_1</u>				
	Supplemental Budget for Special Cost Items	Number of Files Uploaded:	<u> </u>				
:	 Download, complete and upload FY 16-17 Management Plan Form. NOTE: Remember that the Annual Salary & Benefits totals shown in table 2 must be reflected on your Budget. 						
	Management Plan	Number of Files Uploaded:	1				

D. Signature and Certification:

I understand that any organization or individual that provides false information is subject to applicable civil or criminal penalties, disgualification from the CCFP, and placement on the USDA National Disgualified List.

TERESA JACOBS		OLANGE COUNTY MAYOR -BOARD CHAIRMAN		
Printed First and Last Name of Person Submitting/Signing Certifcation		Position Title		
Date Submitted/Signed				
Certification of Accuracy and Truthfulness	Number of Files Uploaded:	1		
Delegation of Signing Authority	Number of Files Uploaded:	_1		
For DOH Use Only:				
Approval Signature (HQ Policy Specialist)		Date		

Florida Department of Health Child Care Food Program Budget for Sponsors of Affiliated Sites

(for use by Sponsors of Affiliated Child Care Centers,

Afterschool Meals Programs, and Homeless Children Nutrition Programs)

Refer to the instructions and definitions on page 3 before completing this form.

Authorization #: <u>S-734</u> Organization Name: <u>ORANGE</u> COUNTY BOARD OF COUNTY COMMISSIONERS

1. Complete the table below to document your projected food program costs. Use whole dollars only, no cents.

FOOD SERVICE (OPERATIONAL) COSTS	CCFP FUNDS (List amounts)	NON-CCFP FUNDS (List amounts)	CATEGORY TOTALS (CCFP + Non-CCFP Funds)
Food Purchases*	\$1,438,766.	0	\$1,438,766
Food Service Labor and Benefits	\$ 294,623	0	294,623
Non-Contracted Purchased Services	0	0	0
Non-Food Supplies	\$ 20,000	0	20,000
Food Service Equipment	0	0	0
Transportation	0	0	0
Other (Includes Special Cost Items) Describe:	\$ 11,543	0	11,543
FOOD SERVICE (OPERATIONAL) COST TOTALS	\$ 1,764,932	\$	\$ <u>1,764,932</u>
	CCFP FUNDS	NON-CCFP FUNDS	CATEGORY TOTALS
ADMINISTRATIVE COSTS	(List amounts)	(List amounts)	(CCFP + Non-CCFP Funds)
Administrative Salaries and Benefits	162,901	\$11,282	\$.174,183
Non-Contracted Purchased Services	0	0	Ó.
Training	1,100	0	1,100
Travel	2,000	0	2.000
Rent and Utilițies	0	0	0
Office Supplies	1,441	0	1,441
Other (Includes Special Cost Items) Describe:	7,664	0	7,664
ADMINISTRATIVE COST TOTALS Administrative costs cannot exceed 15% of total projected earnings	\$ 175,106	\$ 11,282	\$ 186,388
BUDGET TOTALS	CCFP FUNDS** \$1,940,038	NON-CCFP FUNDS \$ 11,282	GRAND TOTAL*** \$ 1,951,320

* It is recommended that food purchases equal or exceed 50% of the CCFP Funds Total.

** The CCFP Funds Total must equal the amount of "Projected Earnings Rounded for use in the Budget" on the PEW.

*** This amount must equal or exceed the amount of "Projected Earnings Rounded for use in the Budget" on the PEW.

NOTE: Additional documentation may be requested to determine if projected costs are necessary, reasonable, and allowable.

Revised 6/2016

2. If any amounts were listed under the Non-CCFP Funds column in the table above, list the <u>specific</u> source(s) of the Non-CCFP funds that will be spent on the food program.

HEAD START GRANT FUNDS, GENERAL REVENUE FUNDS

3. Check the source(s) of funds your organization has available to pay for potential over claims of CCFP reimbursement or other unallowable costs (choose at least one):

□ Tuition/Fees □ Savings/Checking □ Credit/Loan □ Donations 1 Other (describe): <u>GENERAL</u> FUNDS, COUNTY

Note: Funds restricted for used in other programs/grants, including other USDA child nutrition programs, cannot be used to pay for CCFP over claims or unallowable costs.

Signature of Authorized Employee TERESA JACOBS, ORANGE COUNTY MAYOR	Date
Printed Name	Title
FOR DOH USE ONLY:	
Approval Signature (Regional Program Specialist)	Date
Approval Signature (DOH Headquarters)	Date

Instructions for Completing the Child Care Food Program (CCFP) Budget

- 1) Have your completed Projected Earnings Worksheet (PEW) in front of you before you complete this form.
- 2) Complete the identifying information at the top of the form.
- 3) Complete the table in # 1 as follows:
 - a. Enter the amount of "Projected Earnings Rounded for use in the Budget" from your PEW in the Budget Totals/CCFP Funds box at the bottom of the Budget.
 - b. As you complete the rest of the Budget, use whole dollars only, no cents.
 - c. CCFP Funds column Determine how you will spend your projected earnings on the food program and enter the estimated annual amounts in the appropriate budget categories. Be sure that the amounts listed add up to the CCFP Funds Total amount you entered. It is strongly recommended that at least 50% of your CCFP Funds Total be allocated to food purchases. Refer to the cost category definitions below for examples of allowable food service (operational) and administrative costs.
 - d. Non-CCFP Funds column If your projected earnings will not cover the full costs of operating the food program, list the additional amounts you will spend on the program in the appropriate budget categories. Add up the amounts, if any, listed in this column and enter the total in the Budget Totals/Non-CCFP Funds box at the bottom of the Budget.
 - e. Category Totals column and Budget Totals row For each row going across, add the CCFP Funds amount to the Other Funds amount and enter the total in space provided in the last column. Then go down the column and add up the row totals listed to ensure the amount equals the Budget Totals/Grand Total that you obtained when you added the last row.
- 4) In # 2, list the sources(s) of non-CCFP funds that you included in the budget table, or write N/A if your budget only includes CCFP funds.
- 5) In # 3, check one or more sources of funds available to pay for potential over claims of CCFP reimbursement or other unallowable costs. If "other" is checked, identify the source(s) of funds in the space provided.

Definitions of Cost Categories

FOOD SERVICE (OPERATIONAL) COSTS:

Food Purchases: Expenditures for the food used in meals served to enrolled children or program adults. (If catered, you should report your total invoices). It is recommended that the amount listed for this line item is at least 50% of the CCFP Funds Total.

Food Service Labor and Benefits: All of the wages incurred in the preparation, serving and cleaning up of meals. This should include any fringe benefits afforded the employees.

Non-Contracted Purchased Services: Costs of services that are required for program food service operations. This includes services such as laundry of towels and aprons, trash services, insect and rodent control services, janitorial services, and minor repair of food service equipment.

Non-Food Supplies: Includes kitchen equipment costing <u>\$5,000 or less (per item)</u>, and paper goods such as paper towels, napkins, plates, cups, and utensils. Also includes cleaning supplies that are used directly for the food service operation, such as dishwashing detergent, hand soap, cleanser, and sanitizing sprays.

Food Service Equipment: Purchases of equipment costing more than \$5,000 (per item) to be used for the food program. Prior approval is required by the Tallahassee DOH office if any CCFP funds will be used to purchase this equipment.

Transportation: Any cost incurred in transporting food or food supplies to and from the sites, such as a mileage rate or the actual costs for gas, maintenance, etc.

Other: Specify any miscellaneous costs not included in one of the categories above. For <u>contracted</u> purchased services (e.g., rental of food service equipment or kitchen or food preparation space, contracted janitorial services, contracted security services, contracted labor, etc.), a contract must exist between the contractor and another party (related or non-related). You must complete the "Supplemental Budget for Special Cost Items" to receive prior approval for these types of cost items.

ADMINISTRATIVE COSTS:

Administrative Salaries & Benefits: Includes the pro-rated portion of salary/wage and benefit costs for employees that perform CCFP administrative duties, such as training, record keeping, reconciliation of claim data and filing of claims, procurement services and monitoring activities.

Non-Contracted Purchased Services: Costs of services, excluding Professional Services (see "Other" category below), required for the maintenance, repair or upkeep of administrative equipment. The <u>non-contracted</u> cost of purchased security, janitorial or insect control as related to administrative offices or spaces can also be included.

Training: Includes labor hours, travel, and rental costs that are incurred in providing food program training to staff and sponsored sites.

Travel: Includes costs for travel to state training workshops and travel expenses for site monitoring by sponsors.

Rent & Utilities: Includes rental of office space and office equipment (i.e., telephone) that is used exclusively for the food program.

Office Supplies: Includes costs for paper, pens, postage, etc. for food program use only.

Other: Specify any miscellaneous administrative costs not included in one of the categories above. For <u>contracted</u> purchased services (e.g., computer programming, bookkeeping services, and other contracted labor, etc.), a contract must exist between the contractor and another party (related or non-related). You must complete the "Supplemental Budget for Special Cost Items" to receive prior approval for these types of cost items.



Child Care Food Program

SUPPLEMENTAL BUDGET FOR SPECIAL COST ITEMS

Authorization #.: S-734

Check one: ✓ Original budget Amended budget Fiscal Year 2016

Name of Organization: Orange County Board of County Commissioners

- Use this form to list any special cost items for which you are requesting prior written approval (per current revision of FNS Instruction 796-2) in your budget; failure to receive prior approval means that these cost items must not be charged to the CCFP.
- Documentation to support these CCFP costs must be maintained by your organization and are subject to review prior to and after approval.
- Before completing this form, refer to the guidance and instructions provided on page 4.

SPECIAL COST ITEMS	DOLLAR AMOUNT Administrative	DOLLAR AMOUNT Operational (Food Service)
1. Special Compensation	ant is suit to a stat	
 (A) Compensation to the nonprofit organization's trustees, directors, officers, or family members for CCFP services performed. (B) Stipends to compensate board members for the costs of attending corporate meetings 		
when CCFP business is conducted		
(C) A substantial increase in the organization's level of compensation to an individual or all employees funded from CCFP reimbursements		
(D) Excess funds from the organization's nonprofit food service account used for increases in salaries or fringe benefit costs to improve food service		
operations		
2. Overfime, Holiday Pay and Compensatory Leave		
(A) Payment of overtime, holiday pay for work performed on a non-work holiday, and/or compensatory leave.		
(B) Incentive payments and awards exceeding \$500 made to CCFP funded employees		
(C) Severance pay for CCFP funded employees when it does not constitute excess compensation		
(D) Deferred compensation for CCFP funded employees when the deferral is in the best		
interest of the CCFP (other restrictions apply; see current FNS Instruction 796-2)		
(E) Amendments or modifications to approved deferral plans for CCFP funded employees		
3. Contributions, Donation Costs, and Advertising		
(A) Costs required to make goods or services donated to the organization usable for the CCFP (donated or volunteer labor is unallowable)		
(B) Advertising costs solely for: (a) recruitment of personnel for the CCFP; (b) the procurement of goods and services for the CCFP; (c) the disposal of scrap or surplus		
acquired in the performance of the CCFP except when disposal costs are		
reimbursed; (d) program outreach		
4. Depreciation - Equipment and Improvements \$5,000 or more		
(A) Using a <u>different</u> method of depreciation for space and facility other than the 30 year straight line method or a method accepted by the IRS		
(B) For publicly owned buildings, the amount assigned as the acquisition cost		
(C) Using a <u>different</u> method of depreciation for equipment other than the 15 year straight line method or a method accepted by the IRS		

5. Direct Expensing - Equipment and Other Property \$5,000 or more	\$ Amount (Adm.)	S Amount (On)
The program's share of the cost of equipment or property purchased by the organization	⇒φ Announe (Aunn) ∖:	- Announe (Op)
for use in the CCFP (typically this applies to large food service equipment; see current		
FNS Instruction 796-2 for a list of exclusions).		1
6. Facilities and Space Costs		
The costs for rearrangement and alterations to facilities owned by the organization that		and a second
are necessary for efficient and effective CCFP operations but do not result in capital		
improvements		
7. Insurance		
(A) Costs of other insurance maintained by the organization in connection with the		
general activities of the CCFP when the type, extent and cost of coverage is in		
accordance with the general state or local government policy and sound business		
practices		
(B) Costs of insurance or contributions to any self-insurance reserve covering the risk,	A 7 00 4 00	
loss, or damage to Federal Government property to the extent that the organization is	\$ 7,664.00	
liable for such loss or damage		
(C) Cost of directors and officers insurance provided that the insurance policy actually		
provides liability coverage related to the CCFP and, if the policy also provides		
coverage for non-CCFP liability, the CCFP share of the cost is properly allocated		
(D) Contributions to a reserve for self-insurance to the extent that the reserve meets state insurance requirements and the type of coverage, extent of coverage and the rates]
and premiums that would have been allowed had insurance been purchased to cover		
the risks		
8. Employee Health and Welfare Costs and Credits		
(A) The cost of professional crisis intervention counseling and emergency medical care		
when the costs are a direct result of participation in the CCFP		
provided to the same class of employees prior to participation in the CCFP		
(C) Cost of new or expanded benefit programs if existing benefit programs were provided		
to the same class of employees prior to participation in the CCFP		
9. Interest and Other Financial Costs		
(A) Stop payment charges for reimbursement payments and other CCFP disbursements,		
(A) Stop payment charges for reimbursement payments and other CCPP disputsements, whether by check or EFT		
(B) CCFP account reconciliation and analysis fees, including the allocated share of fees		
charged for commingled accounts		
(C) Interest on organizational debt for non-profit private organizations and for public		
organizations, used to acquire or replace allowable CCFP equipment or other		
property or make allowable CCFP improvements are allowable if the following		
documentation requirements are met and forwarded to		
DOH:		
a financing arrangement, which is a bona-fide arms-length transaction between		
unrelated parties, requires full disclosure to DOH		
a financing arrangement, which is not an arms-length transaction, requires full		
disclosure to DOH and the Federal Regional Office		
10. Tier Day Care Home Licensing Costs (up to \$300 per home)	Construction of the second	
Costs for the following items are allowable only if the items are necessary for unlicensed		
Tier I eligible day care homes to meet licensing requirements:		
(A) Supplies such as smoke detectors and fire extinguishers		
(B) Minor alternations such as adding handrails (C) The costs of fire and safety inspections and licensing fees		
11. Legal Expenses and Other Professional Services		Second and second second
(A) The sponsoring organization's cost to pursue administrative and judicial recovery of		
CCFP funds due from sponsored facilities when the costs are reasonable in relation to the amount of the funds due		
(B) The organization's costs for CCFP-related services performed by individuals who are		
not officers, employees or members of the organization but who are members of a		
particular profession or possess a particular skill		
	n gewenne gewe Na de gewenne g	
12. Purchased Services for Program Operation – Other		
(Excluding Professional Services as listed above)		
(A) Transactions that are not arms-length and/or involve related parties for purchased		
services	¢ F 000 00	
(B) Maintenance and service repair <u>contracts</u> on CCFP equipment	\$ 5,000.00	
(C) All <u>other purchased and contractual service</u> costs needed for CCFP operation		
(C) An other purchased and contractual service costs needed for CCPP operation		

105

I-045-09

13. Proposal Costs	\$ Amount (Adm.)	\$ Amount (Op.)
The costs of preparing proposals for potential FNS Child Nutrition Program grants		
14. Membership in Civic and Other Organizations		
Costs of public and not-for-profit organizations memberships in civic or community organizations for CCFP funded employees; requires full disclosure to DOH and the Federal Regional Office with accompanying documentation		
15. Conferences		
The prorated share of travel and registration fees when the CCFP is only a portion of a larger child care related agenda		
16. Management Studies		
The cost of studies directly related to the program that are performed by entities other than the organization itself.		
17. CCFP Rental Costs		
Special lease arrangements – capital leases, sale-with-lease-back leases, less-than- arms-length transactions, and lease with option-to-purchase (documentation must accompany this form)		
18. Communication and Technology Costs		
Cellular phones, pagers, and related charges		
TOTAL	\$ 12,664.00	\$ 0.00

Signature of Chairman of the Board, Executive Director, CEO, President, Head Clergy Member, or Delegated Authority

TERESA JACOBS

Printed Name

For DOH Use	Only:	
Approved by:	(Program Specjalist Signature)	Date Approved:
Approved by:		Date Approved:
	(Headquarters Approver Signature)	

ORANGE COUNTY MAYOR

Date

Title

Interoffice Memorandu



AGENDA ITEM

July 26, 2016

TO: Mayor Teresa Jacobs montes CBUN and **Board of County Commissioners** Lonnie C. Bell, Jr., Director THRU: Family Services Department FROM: Sonya L. Hill, Manager Head Start Division Contact: Khadija Pirzadeh, (407) 836-8912 Sonya Hill, (407) 836-7409

SUBJECT: Filing of Head Start Policy Council Program Information and Updates for the Official County Record CONSENT AGENDA ITEM August 23, 2016

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

Head Start Policy Council Program Information and UpdatesJuly 2016Head Start Policy Council Meeting MinutesJune 16, 2016

ACTION REQUESTED: Receipt and filing of Head Start Policy Council Program Information and Updates July 2016 and Head Start Policy Council Meeting Minutes June 16, 2016 for the official county record.

SH/kp

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



Lonnie C. Bell Jr. Director, Family Services Orange County Government

HEAD START POLICY COUNCIL



Sonya L. Hill Head Start Division Manager

PROGRAM INFORMATION & UPDATES



JULY 2016



Orange County Family Services Department Head Start Division



POLICY COUNCIL MONTHLY MEETING

Who:	Policy Council Members
Date:	THURSDAY-JULY 21, 2016
Time:	6:30 PM
Location:	Great Oaks Village Dining Hall 1768 E. Michigan Street Orlando, FL 32806

Child Care Provided

(a light meal will be provided)

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

SEE YOU THERE!!!!!



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

<u>July 21, 2016</u>

MEETING STARTS AT 6:30 p.m.

- 1. Call to Order Chairperson
- 2. Roll Call Secretary
- 3. Adoption of Agenda
- 4. Speakers
- 5. Secretary Report
 - a. Review of Minutes
- 6. Human Resources Report
- 7. Budget Report
- 8. Head Start Division Manager's Report Sonya Hill, Head Start Division Manager
- 9. Commissioner/Commissioner's Liaison Report- Commissioner V. Siplin
- 10. Status of Board of County Commissioners Vote- Helen Hill

Approval of Head Start requests for filing of the Program Information & Updates and meeting

minutes for the official county record:

- a. Head Start Policy Council Program Information and Updates May 2016
- b. Head Start Policy Council Meeting Minutes April 21, 2016
- 11. Service Area Reports
- 12. Old Business
 - a. Changing of the Guard
- 13. New Business
 - a. Program Goals
 - b. New Sites
 - c. Uniforms
- 14. Public Comment
- 15. Adjourn

T

Next Policy Council Meeting will be August 18, 2016



ORANGE COUNTY FAMILY SERVICES HEAD START EDUCATION

Recommended Staff Qualifications for hire

Name: Brittany Walker

Position: Teacher Assistant

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

Name: Laquanda McMillian

Position: Teacher aide

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

Name: Sharlene Ball

Position: Teacher Assistant

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

Name: Wendy Bakos

Position: Teacher assistant

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

Name: Tina Rager

Position: Teacher assistant

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

Name: ShaNel Wardsworth Position: Teacher

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

Name: Porsha Nelson

Position: Teacher

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

Head Start Policy Council Human Resources Committee June Actions

I. New Hires -

Job Title	Employee's Name	Date of Hire
	(Documented after Policy Council Vote)	
On Call Technician	Jasmine Farlin	06/13/16
Technician Casual	Arelys Vega Reyes	06/29/16
Teacher	Nola Moore	06/20/16

II. Pending Approval

Job Title	Employee's Name

III. Separation from employment -

Job Title	Reason	Employee's Name (Documented after Policy Council Vote)
Teacher Assistant	Relocation	Victoria Jenkins
Teacher Assistant	Personal Reasons	Gail Timmons

IV. Promotions/Internal Transfers -

Transfer From:	Transfer To:	Employee's Name (Documented after Policy Council Vote)
Corrections	Senior Community Services Worker	Shamella Knight

V. Current Head Start Openings - As of 07/07/16

Job Title	Number of Positions
Teacher Assistant	13
Teacher	1
Center Supervisor	1
Licensed Practical Nurse	2

	FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH JUNE 30, 2016: FUND: 7006 DEPT: 062 UNIT: 7521 (ADMIN): 75% OF FY ELAPSED															
<u> </u>																
			CURRENT										ENC	TOTAL.	_	% BUDGET
L		OBJECT NAME	BUDGET	OCT	NOV	DEC		FEB			MAY		AMOUNT	YTD	BALANCE	USED YTD
1120		REGULAR SALARIES and WAGES	783,943.00							61,484.80		56,335.66	.00	570,660.67	213,282.33	73%
		OTHER SALARIES and WAGES	.00	.00	.00	.00	.00	.00	4,800.00		2,110.00	2,860.00	.00	12,090.00	-12,090.00	0%
1140		OVERTIME	7,000.00	279.96	226.15	736.94	.00	139.41	151.20	[- <u></u>	. 149.22	97.44	.00	2,499.05	4,500.95	36%
2110	7FA	FICA TAXES	60,507.00	3,710.56	4,432.81	4,477.21	4,454.67	4,445.25	7,050.52	4,675.42	4,905.44	4,327.66	.00	42,479.54	18,027.46	70%
2120	7FA	RETIREMENT CONTRIBUTION	57,422.00	3,832.94	4,594.93	4,604.58	· · · · · · · · · · · · · · · · · · ·	4,582.42	6,902.10	4,646.26	4,268.71	4,227.33	.00	42,253.35	15,168.65	74%
2130	7FA	LIFE and HEALTH INSURANCE	168,800.00	8,376.49	9,857.04	9,857.04	10,086.32	10,086.32	15,544.96	10,501.80	9,355.98	9,355.98	.00	93,021.93	75,778.07	55%
2131	7FA	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	0%
2200	7FA	PAYMENTS TO OPEB TRUST	7,383.00	.00	.00	.00	.00	.00	.00	7,892.00	.00	.00	.00	7,892.00	-509.00	107%
		SALARIES	1,085,055.00		79,971.73	80,568.24	80,619.87		126,675.98		85,968.55	77,204.07	.00	770,896.54	314,158.46	71%
3125		INDIRECT COSTS	106,329.00	.00	.00	.00	.00		106,329.00		.00	.00	.00	106,329.00	.00	100%
3410	7FC	LOCAL TRAVEL	1,000.00	.00	.00	602.09	.00	229.06	451.38	503.05	333.27	310.43	.00	2,429.28	-1,429.28	243%
3510	7FC	POSTAGE and MESSENGER SVCS	2,000.00	.00	,00	.00	.00	16.61	.00	.00	16.66	.00	.00	33.27	1,966.73	2%
3530	7FC	TOLL CHARGES	150.00	.00	.00	27.68	.00	1.09	42.31	16.27	17.46	3.27	00,	108.08	41.92	72%
3610	7FC	RENTAL OF EQUIPMENT	5,600.00	.00	.00	331.00	.00	.00	1,033.69	.00	237,23	237.23	948.92	1,839.15	2,811.93	50%
3720	7FC	COMMUNICATIONS -	3,000.00	.00	.00	388.33	776.61	419.22	418.99	402.31	.00	905.92	.00	3,311.38	-311.38	110%
3820	7FC	MAINTENANCE OF EQUIPMENT	2,567.00	.00	.00	.00	.00	.00	1,590.87	.00	.00	809.72	907.37	2,400.59	-740.96	129%
3910	7FC	GRAPHIC REPROD SVCS	8,800.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	8,800.00	0%
4010	7FC	DUES and MEMBERSHIPS	20,875.00	.00	7,680.00	450.00	.00	.00	.00	.00	.00	.00	.00	8,130.00	12,745.00	39%
[OFFICE SUPPLIES (NOT INCLUDING														
4110	7FC	PRINTING)	9,200.00	.00	.00	337.38	.00	1,081.55	1,557.51	540.82	1,106.34	.00	.00	4,623.60	4,576.40	50%
4115	7FC	MISCELLANEOUS OPERATING SUPPLIES	12,800.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	12,800.00	0%
4120		SOFTWARE < \$1000	6,336,00	.00	.00	604.86	.00	.00	.00	.00	.00	.00		604,86	5,731,14	10%
4121	7FC	COMPUTER EQUIPMENT LESS THAN \$500	5,080.00	.00	.00	152.99		.00	.00		.00	.00	.00	261.27	4,818.73	5%
4123	7FC	EQUIPMENT LESS THAN \$1000	5,000.00	.00	.00	504.22	.00	.00	00.	5,446.81	21.29	.99	.00	5,973.31	-973.31	119%
4412	7FC	PROMOTIONAL EXPENSES	5,000.00	.00	.00	.00	.00	1,499.70	.00	.00	.00	.00	.00	1,499.70	3,500.30	30%
4418	7FC	EDUCATIONAL ASSISTANCE PROGRAM	2,000.00	.00	.00	2,500.00	-2,500.00	1,250.00	-1,250.00	.00	.00	.00	.00	.00	2,000.00	0%
4422	7FC	SCHOLARSHIPS, AWARDS, BENEF	559,00	.00	.00	42,50	.00	25.80	135.00	27.75	.00	.00	.00	231.05	327.95	41%
4482	7FN	SELF INS-PROP CASUALTY	13,033.00	.00	.00	.00	.00	.00	.00	.00	13,033.00	.00	.00	13,033.00	.00	100%
[······	OPERATIONS	209,329.00	.00	7,680.00	5,941.05	-1,723.39	4,523.03	110,308.75	7,045.29	14,765.25	2,267.56	1,856.29	150,807.54	56,665.17	73%
		TOTAL UNIT 7521	1,294,384.00	67,210,91	87,651.73	86,509.29	78,896.48	84,961.21	236,984.73	99,284.30	100,733.80	79,471.63	1,856.29	921,704.08	370,823.63	71%

.

FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH JUNE 30, 2016: FUND: 7006 DEPT: 062 UNIT: 7522 (SERVICES): 75% OF FY ELAPSED

[1
		CURRENT				ا ا					1	PRE-ENC	ENC	TOTAL		% BUDGET
OBJ APR		BUDGET	OCT	NOV	DEC	JAN JAN		MAR	APR	MAY	JUN	AMOUNT	AMOUNT	YTD	BALANCE	USED YTD
1120 7FE	REGULAR SALARIES and WAGES	6,454,605.00							504,693.74	536,022.65	555,144.52			5,060,623.21	1,393,981,79	78%
1130 7FE		80,000.00	9,148.75	·	8,268.91	·	{	17,170.71	12,467.97	8,569.75	7,399.41	.00	.00	92,203.66	-12,203,66	115%
1140 7FE	OVERTIME	10,000,00	3,321.14	908.11	1,733.77	208.37	1,845.12	3,079.80	2,254.16	4,265.44	830.53	.00	.00	18,446.44	-8,446.44	184%
2110 7FE	FICA TAXES	496,707.00		44,462.56	43,171.45	34,379.36	39,172.33	59,097.78	37,876.13	39,973.09	40,850.00	.00	.00	376,204.94	120,502.06	76%
2120 7FE	RETIREMENT CONTRIBUTION	469,330.00	36,971.73	43,277.62	42,851.41	33,063.91	31,754.57	59,058.22	37,191.48	39,958.59	40,652.67	.00	.00	364,780.20	104,549,80	78%
2130 7FE	LIFE and HEALTH INSURANCE	2,006,000.00	115,906.39	134,766.16	133,747.13	115,448.14	131,186.75	194,409.97	118,624.48	128,417,49	139,451,78	.00	.00	1,211,958.29	794,041,71	60%
2131 7FE	HSAVESA CONTRIBUTION	.00	.00	.00	.00	.00		750,00	-750.00	3,500.00	3,750.00	.00	.00	7,250.00	-7,250,00	
2150 7FE	UNEMPLOYMENT COMPENSATION	7,000.00			.00	.00		.00	.00	.00	-1,650.00	.00	.00	-1,650,00	8,650.00	-24%
	PAYMENTS TO OPEB TRUST	122,804.00	.00		.00	.00			105,672,00	.00		·				
2200 7FE	SALARIES					·					00,	.00	.00	105,672.00	17,132.00	86%
	PAYMENTS TO OTHER GOVERNMENTAL	9,545,445.00	1703,170.67	033,300.901	012,738.55	057,219.35	740,001.84	1,125,625.52	818,029.96	760,707.01	786,428.91	.00	.00	7,235,488.74	2,410,957.26	75%
3167 7FF	AGENCIES	8,000.00	100.00	.00	.00	3,559.50	887.25	1,050,26	1,044,33	929.51	1,168,75	.00	00	0 700 00	700.00	1000
3170 7FF	JANITORIAL SVC and SUPPLY	20.000.00	· · · · · · · · · · · · · · · · · · ·		357.97	3,596.62		1,000.20	1,044.33	647.73	647.73	.00	.00	8,739.60	-739.60	109%
					.00	.00	i	·······					00,	8,267.15	11,732.85	41%
3179 7FF	CONTRACT SVC EMPLOY AGENT	8,000.00	.00				[.00	.00	.00	.00	.00	1,665.00	.00.	6,335.00	21%
3192 7FF	SOFTWARE LICENSING SUPPORT FEE	42,225.00	.00		00.	.00	.00	18,381.77	.00	23,568.00	.00	.00	.00	41,949.77	275.23	99%
3195 7FF	CONTRACT SERVICES MEDICAL	10,000.00	.00	.00	.00	.00	815.00	.00	542.00	.00	00.	.00	10,000.00	1,357.00	-1,357.00	114%
	CONTRACTUAL SERVICES NOT						1								1	
3197 7FF	OTHERWISE SPECIFIED	50,000.00	.00		150.00	770.00		1,500.00	2,520.90	1,156.10	3,782.00	7,200.00	40,732.00	16,131.50	-14,063,50	128%
3350 7FF	OTHER INSURANCE and BONDS	13,000.00	.00	12,933.12	.00	.00	.00	.00	.00	.00	.00	.00	.00	12,933.12	66,88	99%
3410 7FF	LOCAL TRAVEL	25,000.00	.00	00.	1,991.24	.00	1,847.03	951.28	2,013.56	2,376.16	988,83	.00	.00	10,168.10	14,831.90	41%
3420 17FF	OUT OF COUNTY TRAVEL	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00	0%
3520 7FF	MOVING EXPENSE-CO ASSETS	2,000,00	.00		968.00	.00	760.00	.00	.00	.00	.00	.00	7,120.00	1,748.00	-6,868.00	443%
3530 7FF	TOLL CHARGES	500.00	.00		135.41	43.34	232.99	166.53	94.89	236.13	100.35	.00	,120.00	1,140.00	-611,19	222%
		49,926.00	.00	1,580.53	2,456.39	3,009.28	8,011.45	4,096.23	7,056.89	2,000.14	2,136.12	.00			· · · · · · · · · · · · · · · · · · ·	······
3610 7FF	RENTAL OF EQUIPMENT						······		·		م) مد من من الم ال		26,321.25	30,347.03	-6,742.28	114%
3620 7FF	LEASES-BUILDINGS/STRUCTURES	228,392.00			6,122.92	45,176.07	8,713.45	6,863.45	5,691.45	20,079.45	9,315.45	.00	5,860.00	118,849.00	103,683.00	55%
3710 7FF	UTILITIES	45,564.00	3,200.00	2,821.74	2,238.72	7,544.96	4,687.67	3,619.39	3,206.16	3,336.22	2,240.53	.00	.00	32,895.39	12,668.61	72%
3720 7FF	COMMUNICATIONS	45,000.00	93,00	2,940.70	1,244.30	8,008.9B	5,334.89	4,376.65	4,683.27	3,926.09	6,136.83	00.	.00	36,744.71	8,255,29	82%
	MAINTENANCE OF BUILDINGS,						1									
3810 7FF	IMPROVEMENTS, AND GROUNDS	392,530.00	3,100.00	1,550.00	2,777.74	3,243.75	7,529.54	3,572.02	3,728.18	4,264.79	1,888.75	2,320.00	17,137.30	31,654.77	341,417.93	13%
3820 7FF	MAINTENANCE OF EQUIPMENT	37,913.00	.00	1,005.90	512.30	1,083.81	2,650.80	2,059.90	1,310.63	2,029.85	1,090.98	00.	14,066.24	11,744.17	12,102.59	68%
	MAINTENANCE OF COMPUTER					1										
3823 J7FF	EQUIPMENT	7,500.00	.00	.00	.00	.00	.00	.00	.00	00.	00.	.00	.00	00.	7,500.00	0%
	INTERNAL FLEET MANAGEMENT															
3825 7FN	CHARGES	43,000.00	.00	.00	2,090.23	425.25	1,229.47	1,878.35	308.61	302.24	365.41	.00	.00	6,599.56	36,400.44	15%
3910 7FF	GRAPHIC REPROD SVCS	14,298.00	.00	.00	.00	.00	84.00	.00	.00	.00	.00	[00,	.00	84.00	14,214.00	1%
	BOOKS, COMPACT DISKS, VIDEOS, AND		1			[]
4020 7FF	SUBSCRIPTIONS	3,000.00	.00	.00	.00	.00	_00_	.00	200.00	.00	.00	.00	19,750.00	200.00	-16,950.00	665%
4040 7FF	LICENSE AND CERTIFICATION FEES	1,000.00	.00	.00	.00	.00	.00	.00	00,	00,	.00	.00	.00	.00	1,000.00	0%
	OFFICE SUPPLIES (NOT INCLUDING	1	[1										
4110 7FF	PRINTING)	10,000.00	.00													
			.00	.00	512.66	.00	3,233.45	2,192.71	2,738.91	2,062.80	4,268.86	.00	.00	15,009.39	-5,009,39	150%
4115 7FF																
7130 111	MISCELLANEOUS OPERATING SUPPLIES	81,247.00	.00	.00	915.40	.00	7,826.76	7,907.40	41.92	1,463.62	28.49	.00	34,982.60	18,183,59	28,080.81	65%
4116 7FF	MISCELLANEOUS OPERATING SUPPLIES	81,247.00 3,000.00	00. 00.	00. 00.	915.40	00. 00.	7,826.76 698.36	7,907.40					34,982.60 .00			
	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000	81,247.00	00. 00.	00. 00.	915.40	.00	7,826.76 698.36	7,907.40	41.92	1,463.62	28.49	.00	34,982.60	18,183,59	28,080.81	65%
4116 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN	81,247.00 3,000.00 2,560.00	00. 00. 00.	80. 00. 00.	915.40 .00 476.56	00. 00. 00.	7,826.76 698.36 .00	7,907.40	41.92 1,611.26 .00	1,463.62 4,003.30 .00	28.49 50.00 .00	00. 00. 00.	34,982.60 .00 9,360.60	18,183,59 6,362,92 476,56	28,080.81 -3,362.92 -7,277.16	65% 212% 384%
4116 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500	81,247.00 3,000.00 2,560.00 3,200.00	00. 00. 00. 00.	90. 00. 00. 00.	915.40 .00 476.56 747.28	00. 00. 00. 00.	7,826.76 698.36 .00 1,423.73	7,907.40 .00 .00 2,148.00	41.92 1,611.26 .00 150.57	1,463.62 4,003.30 .00	28.49 50.00 .00	00. 00. 00.	34,982.60 .00 9,360.60 .00	18,183,59 6,362.92 476,56 4,469,58	28,080.81 -3,362.92	65% 212% 384% 140%
4116 7FF 4120 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN	81,247.00 3,000.00 2,560.00	00. 00. 00. 00.	90. 00. 00. 00. 00.	915.40 .00 476.56	00. 00. 00.	7,826.76 698.36 .00 1,423.73	7,907.40	41.92 1,611.26 .00	1,463.62 4,003.30 .00	28.49 50.00 .00	00. 00. 00.	34,982.60 .00 9,360.60	18,183,59 6,362,92 476,56	28,080.81 -3,362.92 -7,277.16	65% 212% 384%
4116 7FF 4120 7FF 4121 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500	81,247.00 3,000.00 2,560.00 3,200.00	00. 00. 00. 00.	90. 00. 00. 00. 00.	915.40 .00 476.56 747.28	00. 00. 00. 00.	7,826.76 698.36 .00 1,423.73 1,381.05	7,907.40 .00 .00 2,148.00	41.92 1,611.26 .00 150.57	1,463.62 4,003.30 .00	28.49 50.00 .00	00. 00. 00.	34,982.60 .00 9,360.60 .00	18,183,59 6,362.92 476,56 4,469,58	28,080.81 -3,362.92 -7,277.16 -1,269.58	65% 212% 384% 140%
4116 7FF 4120 7FF 4121 7FF 4123 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000	81,247.00 3,000.00 2,560.00 3,200.00 17,000.00	00. 00. 00. 00.	90. 00. 00. 00. 00.	915.40 .00 476.56 747.28 543.97	.00 .00 .00 .00 13,899.45	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28	7,907.40 .00 .00 2,148.00 169,95	41.92 1,611.26 .00 150.57 557.55	1,463.62 4,003.30 .00 .00 189.21	28.49 50.00 .00 .00 2.97	.00 .00 .00 20,336.86	34,982.60 .00 9,360.60 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71	28,080.81 -3,362.92 -7,277.16 -1,269.58 -6,181.57	65% 212% 384% 140% 136%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY	81,247.00 3,000.00 2,560.00 3,200.00 17,000.00 246,569.00	00. 00. 00. 00. 00. 00. 00. 00.	90. 00. 00. 00. 00. 00.	915.40 .00 476.56 747.28 543.97 15,924.03	.00 .00 .00 .00 .00 13,899.45 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00	7,907,40 .00 .00 2,148,00 169,96 27,068,32	41.92 1,611.26 .00 150.57 557.55 2,141.50	1,463.62 4,003.30 .00 .00 189.21 11,305.54	28.49 50.00 .00 2.97 21,728.54	.00 .00 .00 20,336.86 .00	34,982.60 .00 9,360.60 .00 .00 165,246.31	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66	28,080.81 -3,362.92 -7,277.16 -1,269.58 -6,181.57 -31,909.97	65% 212% 384% 140% 136% 113%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4139 7FF 4143 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES	81,247.00 3,000.00 2,560.00 3,200.00 17,000.00 246,569.00 100.00 4,000.00	00. 00. 00. 00. 00. 00. 00. 00. 00.	90. 00. 00. 00. 00. 00. 00. 00.	915.40 .00 476.56 747.28 543.97 15,924.03 .00	.00 .00 .00 .00 13,899.45 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00	7,907,40 .00 .00 2,148,00 169,96 27,068,32 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00	1,463,62 4,003,30 .00 .00 189,21 11,305,54 84,33 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00	.00 .00 .00 20,336.86 .00 .00	34,982.60 .00 9,360.60 .00 .00 165,246.31 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00	28,080.81 -3,382.92 -7,277.16 -1,269.58 -6,181.57 -31,909.97 15,67 4,000.00	65% 212% 384% 140% 136% 113% 84% 0%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4139 7FF 4143 7FF 4175 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL	81,247.00 3,000.00 2,560.00 3,200.00 17,000.00 246,563.00 100.00 4,000.00 100.00	00. 00. 00. 00. 00. 00. 00. 00. 00.	80. 00. 00. 00. 00. 00. 00. 00.	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00	7,907.40 .00 2,148.00 169.95 27,068.32 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00	1,463.62 4,003.30 .00 189.21 11,305.54 84.33 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00	.00 .00 .00 20,336.86 .00 .00 .00	34,982.60 .00 9,360.60 .00 165,246.31 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00	28,080.81 -3,382.92 -7,277.16 -1,269.58 -6,181.57 -31,909.97 15,67 4,000.00 180.00	65% 212% 384% 140% 136% 136% 136% 0% 0%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4137 7FF 4138 7FF 4139 7FF 4143 7FF 4175 7FF 4195 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES	81,247.00 3,000,00 2,560.00 3,200,00 17,000,00 246,569,00 100,00 4,000,00 100,00 2,000,00	00. 00. 00. 00. 00. 00. 00. 00. 00. 00.	80. 00. 00. 00. 00. 00. 00. 00. 00. 00.	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00	1,463,62 4,003,30 .00 189,21 11,305,54 84,33 .00 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00 .00	.00 .00 .00 20,336.86 .00 .00 .00 .00	34,982.60 .00 9,360.60 .00 .00 165,246.31 .00 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00 .00 .00	28,080.81 -3,382.92 -7,277.16 -1,269.58 -6,181.57 -31,909.97 15.67 4,000.00 100.00 2,000.00	65% 212% 384% 140% 136% 113% 84% 0% 0% 0%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4139 7FF 4143 7FF 4175 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL	81,247.00 3,000.00 2,560.00 3,200.00 17,000.00 246,563.00 100.00 4,000.00 100.00	00. 00. 00. 00. 00. 00. 00. 00. 00. 00.	80. 00. 00. 00. 00. 00. 00. 00. 00. 00.	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00	7,907.40 .00 2,148.00 169.95 27,068.32 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00	1,463.62 4,003.30 .00 189.21 11,305.54 84.33 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00	.00 .00 .00 20,336.86 .00 .00 .00	34,982.60 .00 9,360.60 .00 165,246.31 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00	28,080.81 -3,382.92 -7,277.16 -1,269.58 -6,181.57 -31,909.97 15,67 4,000.00 180.00	65% 212% 384% 140% 136% 136% 84% 0% 0%
4116 7FF 4120 7FF 4121 7FF 4135 7FF 4139 7FF 4139 7FF 4135 7FF 4137 7FF 4138 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES	81,247.00 3,000,00 2,560.00 3,200.00 17,000.00 246,569.00 100.00 4,000.00 100.00 2,000.00 2,500.00	00. 00. 00. 00. 00. 00. 00. 00. 00. 00.	30. 00. 00. 00. 00. 00. 00. 00. 00. 00. 00. 00. 00. 00.	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 .00 189,21 11,305,54 84,33 .00 .00 .00 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00 .00 .00 .00	.00 .00 .00 20,336.86 .00 .00 .00 .00 .00	34,982.60 .00 9,360.80 .00 .00 165,246.31 .00 .00 .00 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00 .00 .00	28,080,81 -3,382,92 -7,277,16 -1,269,58 -6,181,57 -31,909,97 15,67 4,000,00 100,00 2,000,00 2,550,00	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4137 7FF 4138 7FF 4139 7FF 4143 7FF 4175 7FF 4195 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES	81,247.00 3,000,00 2,560.00 3,200,00 17,000,00 246,569,00 100,00 4,000,00 100,00 2,000,00	00. 00. 00. 00. 00. 00. 00. 00. 00. 00.	30. 00. 00. 00. 00. 00. 00. 00. 00. 00. 00. 00. 00. 00.	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00	1,463,62 4,003,30 .00 189,21 11,305,54 84,33 .00 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00 .00	.00 .00 .00 20,336.86 .00 .00 .00 .00	34,982.60 .00 9,360.60 .00 .00 165,246.31 .00 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00 .00 .00	28,080.81 -3,382.92 -7,277.16 -1,269.58 -6,181.57 -31,909.97 15.67 4,000.00 100.00 2,000.00	65% 212% 384% 140% 136% 113% 84% 0% 0% 0%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4139 7FF 4135 7FF 4143 7FF 4135 7FF 4143 7FF 4143 7FF 4143 7FF 4418 7FF 4418 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES EDUCATIONAL ASSISTANCE PROGRAM	81,247.00 3,000,00 2,560.00 3,200.00 17,000.00 246,569.00 100.00 4,000.00 100.00 2,000.00 2,500.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.06 .00 .00 .00 .00 .00 .00 .00 .00 .00	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00 .00 .00 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00 .00	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 .00 189,21 11,305,54 84,33 .00 .00 .00 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 20,336.86 .00 .00 .00 .00 .00	34,982.60 .00 9,360.60 .00 .00 165,246.31 .00 .00 .00 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00 .00 .00 .00 .00 .00 .00 .00	28,080.81 -3,382.92 -7,277.16 -1,269.58 -6,181.57 -31,909.97 15.67 4,000.00 100.00 2,000.00 2,500.00 -3,199.03	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0% 0% 0% 259%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4137 7FF 4143 7FF 4143 7FF 4143 7FF 4143 7FF 4143 7FF 4143 7FF 4418 7FF 4418 7FF 4418 7FF 4440 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES EDUCATIONAL ASSISTANCE PROGRAM IMPROVEMTS TO NON-COUNTY ASSETS	81,247.00 3,000.00 2,560.00 3,200.00 17,000.00 246,569.00 100.00 4,000.00 100.00 2,000.00 2,000.00 2,012.00 15,000.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.06 .00 .00 .00 .00 .00 .00 .00 .00 .00	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00 .00 .00 .00 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00 .00	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 189,21 11,305,54 84,33 .00 .00 .00 .00 .00 .00 .00 .00	28.49 50.00 .00 2.97 21.728.54 .00 .00 .00 .00 1,669.00 .00	.00 .00 .00 20,336.86 .00 .00 .00 .00 .00 .00 .00	34,982.60 .00 9,360.80 .00 .00 165,246.31 .00 .00 .00 .00 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00 .00 .00 .00 .00 .00 .00 .00	28,080,81 -3,382,92 -7,277,16 -1,269,58 -6,181,57 -31,909,97 15,67 4,000,00 100,00 2,000,00 2,500,00 -3,199,03 15,000,00	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0% 0% 259% 0%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4139 7FF 4137 7FF 4138 7FF 4185 7FF 4418 7FF 4418 7FF 4440 7FF 4450 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESAndDRUGS MEDANDSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES EDUCATIONAL ASSISTANCE PROGRAM IMPROVEMTS TO NON-COUNTY ASSETS PARENT ACTIVITY FUND	81,247.00 3,000,00 2,560,00 3,200,00 17,000,00 246,569,00 100,00 4,000,00 2,000,00 2,000,00 2,012,00 15,000,00 9,216,00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.06 .00 .00 .00 .00 .00 .00 .00 .00 .00	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00 .00 .00	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 .00 1,250,00 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 189,21 11,305,54 84,33 .00 .00 .00 .00 2,318,98 .00 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00 .00 .00 1,669.00 .00 .00 0.00	.00 .00 .00 20,336.86 .00 .00 .00 .00 .00 .00 .00 .00	34,982.60 .00 9,360.80 .00 .00 165,246.31 .00 .00 .00 .00 .00 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00 .00 .00 .00 .00 .00 .00 .00	28,080,81 -3,382,92 -7,277,16 -1,269,58 -6,181,57 -31,909,97 15,67 4,000,00 100,00 2,500,00 2,500,00 -3,199,03 15,000,00 9,216,00	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
4116 7FF 4120 7FF 4121 7FF 4135 7FF 4139 7FF 4139 7FF 4135 7FF 4135 7FF 4137 7FF 4143 7FF 4418 7FF 4418 7FF 4440 7FF 4450 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES EDUCATIONAL ASSISTANCE PROGRAM IMPROVEMTS TO NON-COUNTY ASSETS PARENT ACTIVITY FUND FIELD TRIPS-HEAD START	81,247.00 3,000,00 2,560.00 17,000,00 246,569.00 100,00 4,000,00 2,000,00 2,500,00 2,012.00 15,000,00 9,216.00 65,360,00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.06 .00 .00 .00 .00 .00 .00 .00 .00 .00	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00 .00 .00 .4,660.04 .00 .00 .00	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00 .00 .00 .00	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 .00 1,250.00 .00 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 .00 189,21 11,305,54 84,33 .00 .00 .00 .00 2,316,98 .00 .00 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00 .00 .00 1,669.00 .00 0.00 .00	.00 .00 .00 20,336.86 .00 .00 .00 .00 .00 .00 .00 .00 .00	34,982.60 .00 9,360.80 .00 .00 165,246.31 .00 .00 .00 .00 .00 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00 .00 .00 5,211,03 .00 .00 5,550,00	28,080,81 -3,382,92 -7,277,16 -1,269,58 -6,181,57 -31,909,97 15,67 4,000,00 2,000,00 2,500,00 2,500,00 -3,199,03 15,000,00 9,216,00 64,610,00	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0% 0% 0% 259% 0% 0% 0%
4116 7FF 4120 7FF 4121 7FF 4135 7FF 4139 7FF 4139 7FF 4139 7FF 4137 7FF 4143 7FF 4412 7FF 4412 7FF 4413 7FF 4413 7FF 4413 7FF 4413 7FF 4440 7FF 4452 7FF 4452 7FF 4452 7FF 4452 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES EDUCATIONAL ASSISTANCE PROGRAM IMPROVEMTS TO NON-COUNTY ASSETS PARENT ACTIVITY FUND FIELD TRIPS-HEAD START SELF INS-PROP CASUALTY	81,247.00 3,000,00 2,560,00 17,000,00 246,569,00 100,00 4,000,00 2,000,00 2,500,00 2,012,00 15,000,00 9,216,00 65,360,00 272,491,00	00 00 00 00 00 00 00 00 00 00 00 00 00	.06 .00 .00 .00 .00 .00 .00 .00 .00 .00	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 1,250,00 .00 .00 .00 .00 .00 .00	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 189,21 11,305,54 84,33 .00 .00 .00 2,316,98 .00 .00 2,316,98 .00 .00 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00 .00 .00 1,669.00 .00 .00 .00 .00	.00 .00 .00 20,336.86 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	34,982,60 .00 9,360,80 .00 .00 165,246,31 .00 .00 .00 .00 .00 .00 .00 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00 .00 .00 5,211,03 .00 .00 .521,03 .00 .00 .00 .00 .00 .00 .00 .00 .00	28,080.81 -3,382.92 -7,277.18 -1,269.58 -6,181.57 -31,909.97 15.67 4,000.00 100.00 2,000.00 2,550.00 -3,199.03 15,000.00 9,216.00 64,810.00	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0% 0% 259% 0% 259% 1% 10%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4139 7FF 4137 7FF 4143 7FF 4143 7FF 4143 7FF 4412 7FF 4418 7FF 4418 7FF 4440 7FF 4452 7FF 4452 7FF 4452 7FF 6410 7F0	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES PROMOTIONAL EXPENSES EDUCATIONAL ASSISTANCE PROGRAM IMPROVEMTS TO NON-COUNTY ASSETS PARENT ACTIVITY FUND FIELD TRIPS-HEAD START SELF INS-PROP CASUALTY EQUIPMENT	81,247.00 3,000.00 2,560.00 17,000.00 246,569.00 100.00 4,000.00 2,000.00 2,000.00 2,012.00 15,000.00 9,216.00 65,360.00 272,491.00 2,000.00	00 00 00 00 00 00 00 00 00 00 00 00 00	.06 .00 .00 .00 .00 .00 .00 .00 .00 .00	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 189,21 11,305,54 84,33 .00 .00 .00 .00 2,318,98 .00 .00 2,318,98 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	28.49 50.00 .00 2.97 21,728.54 .00 .00 .00 .00 .00 1,669.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 20,336.86 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	34,982.60 .00 9,360.60 .00 165,246.31 .00 .00 .00 .00 .00 .00 .00 .00 .00	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 00 00 00 5,211,03 .00 00 00 5,211,03 .00 00 00 00 00 00 00 00 00 00 00 00 00	28,080,81 -3,382,92 -7,277,16 -1,269,58 -6,181,57 -31,909,97 15,67 4,000,00 100,00 2,000,00 2,500,00 -3,199,03 15,000,00 9,216,00 9,216,00 0,00 140,05	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0% 259% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
4116 7FF 4120 7FF 4121 7FF 4135 7FF 4139 7FF 4139 7FF 4139 7FF 4137 7FF 4143 7FF 4412 7FF 4412 7FF 4413 7FF 4413 7FF 4413 7FF 4413 7FF 4440 7FF 4452 7FF 4452 7FF 4452 7FF 4452 7FF	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES PROMOTIONAL EXPENSES EDUCATIONAL ASSISTANCE PROGRAM IMPROVEMTS TO NON-COUNTY ASSETS PARENT ACTIVITY FUND FIELD TRIPS-HEAD START SELF INS-PROP CASUALTY EQUIPMENT COMPUTER EQUIPMENT > \$500	81,247.00 3,000,00 2,560.00 17,000,00 246,569.00 100,00 4,000,00 100,00 2,000,00 2,000,00 2,012,00 15,000,00 9,216.00 65,360,00 272,491,00 2,000,00 112,180,00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.06 .00 .00 .00 .00 .00 .00 .00 .00 .00	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00 .00 .00 .00 .550.00 .00	.00 .00 .00 .00 13,899.45 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 189,21 11,305,54 84,33 .00 .00 .00 .00 2,316,98 .00 .00 .272,491,00 .00 .00 .00 .00 .00 .00 .00 .00 .00	28.49 50.00 .00 2.97 21,728.54 .00 .00 .00 .00 1,669.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 20,336.86 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	34,982.60 .00 9,360.60 .00 165,246.31 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 .00 .00 .00 .00 .00 .00 .00 .00 .00	28,080,81 -3,382,92 -7,277,16 -1,269,58 -6,181,57 -31,909,97 15,67 4,000,00 100,00 2,000,00 2,560,000 2,560,000 -3,199,03 15,000,00 9,216,00 64,810,000 00 140,055 42,802,50	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0% 0% 259% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
4116 7FF 4120 7FF 4121 7FF 4123 7FF 4135 7FF 4139 7FF 4137 7FF 4143 7FF 4143 7FF 4143 7FF 4412 7FF 4418 7FF 4418 7FF 4440 7FF 4452 7FF 4452 7FF 4452 7FF 6410 7F0	EVENTIMEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES PROMOTIONAL EXPENSES EDUCATIONAL ASSISTANCE PROGRAM IMPROVEMTS TO NON-COUNTY ASSETS PARENT ACTIVITY FUND FIELD TRIPS-HEAD START SELF INS-PROP CASUALTY EQUIPMENT COMPUTER EQUIPMENT > \$500 OPERATIONS	81,247.00 3,000,00 2,560,00 17,000,00 246,569,00 4,000,00 2,000,00 2,000,00 2,012,00 15,000,00 9,216,00 65,360,00 2,000,00 2,204,00 0,212,00 15,000,00 9,216,00 65,360,00 2,000,00 112,180,00 1,898,383,00	00 00 00 00 00 00 00 00 00 00 00 00 00	.06 .00 .00 .00 .00 .00 .00 .00 .00 .00	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899,45 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 189,21 11,305,54 84,33 .00 .00 .00 .00 2,318,98 .00 .00 2,318,98 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	28.49 50.00 .00 2.97 21.728.54 .00 .00 .00 .00 1.669.00 1.669.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 20,336.86 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	34,982.60 .00 9,360.80 .00 .00 165,246.31 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 000 000 000 5,211,03 000 5,211,03 000 000 5,211,03 000 000 5,211,03 000 000 5,211,03 000 000 550,000 272,491,00 1,859,95 69,277,50 881,577,28	28,080,81 -3,382,92 -7,277,16 -1,269,58 -6,181,57 -31,909,97 15,67 4,000,00 100,00 2,000,00 2,500,00 2,500,00 -3,199,03 15,000,00 9,216,00 64,810,00 0,00 140,05 42,502,50 634,707,56	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0% 259% 0% 259% 0% 19% 100% 93% 62% 67%
4116 7FF 4120 7FF 4121 7FF 4135 7FF 4135 7FF 4137 7FF 4138 7FF 41412 7FF 4143 7FF 4412 7FF 4418 7FF 4418 7FF 4440 7FF 4440 7FF 4452 7FF 4452 7FF 4432 7FF 6410 7FO	EVENT/MEAL REIMBURSEMENTS SOFTWARE < \$1000 COMPUTER EQUIPMENT LESS THAN \$500 EQUIPMENT LESS THAN \$1000 FOODandDIETARY MEDICINESandDRUGS MEDandSURG SUPPLIES CLOTHING AND WEARING APPAREL MISC SUPPLIES OR EXPENSES PROMOTIONAL EXPENSES PROMOTIONAL EXPENSES EDUCATIONAL ASSISTANCE PROGRAM IMPROVEMTS TO NON-COUNTY ASSETS PARENT ACTIVITY FUND FIELD TRIPS-HEAD START SELF INS-PROP CASUALTY EQUIPMENT COMPUTER EQUIPMENT > \$500	81,247.00 3,000,00 2,560.00 17,000,00 246,569.00 100,00 4,000,00 100,00 2,000,00 2,000,00 2,012,00 15,000,00 9,216.00 65,360,00 272,491,00 2,000,00 112,180,00	00 00 00 00 00 00 00 00 00 00 00 00 00	.06 .00 .00 .00 .00 .00 .00 .00 .00 .00	915.40 .00 476.56 747.28 543.97 15,924.03 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 13,899,45 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,826.76 698.36 .00 1,423.73 1,381.05 21,165.28 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	7,907,40 .00 2,148,00 169,96 27,068,32 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	41.92 1,611.26 .00 150.57 557.55 2,141.50 .00 .00 .00 .00 .00 .00 .00	1,463,62 4,003,30 .00 189,21 11,305,54 84,33 .00 .00 .00 .00 2,318,98 .00 .00 2,318,98 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	28.49 50.00 .00 2.97 21.728.54 .00 .00 .00 .00 1.669.00 1.669.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 20,336.86 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	34,982.60 .00 9,360.80 .00 .00 165,246.31 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	18,183,59 6,362,92 476,56 4,469,58 2,844,71 113,232,66 84,33 000 000 000 5,211,03 000 5,211,03 000 000 5,211,03 000 000 5,211,03 000 000 5,211,03 000 000 550,000 272,491,00 1,859,95 69,277,50 881,577,28	28,080,81 -3,382,92 -7,277,16 -1,269,58 -6,181,57 -31,909,97 15,67 4,000,00 100,00 2,000,00 2,560,000 2,560,000 -3,199,03 15,000,00 9,216,00 64,810,000 00 140,055 42,802,50	65% 212% 384% 140% 136% 113% 84% 0% 0% 0% 0% 0% 259% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%

- <u></u>	F,	AMILY SERVICES MONTHLY EXPENSE	REPORT TH	ROUGI	H JUNE 3	30, 2016	: FUND:	7006 DE	PT: 062 U	NIT: 752	5 (TRAII	NING}: 75	5% of fy ei	APSED	
OBJECT	APPR	OBJECT NAME	CURRENT	ост	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL		% BUDGET
3185	7FH	CONTRACT SVC-TRAINING	45,966.00		2,500.00	.00	j			3,975.00		6,240.00	<u>YTD</u> 23,715,00	BALANCE 22,251.00	
3420	7FH	OUT OF COUNTY TRAVEL				1,466.96	· · · · · · · · · · · · · · · · · · ·				2,589.43		23,030.08	-9,330.08	
3610	7FH	RENTAL OF EQUIPMENT	1,000.00	.00	.00	.00	.00	.00	.00	.00			.00	1,000.00	
3620	7FH	LEASES-BUILDINGS/STRUCTURES	2,000.00	.00	.00	.00	.00	.00	.00	.00	912.25	12,470.00	13,382.25	-11,382.25	
3910	7FH	GRAPHIC REPROD SVCS	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00	0%
4020	7FH	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	1,000.00	.00	.00	.00	.00	.00	109.90	.00	290.00	.00	399.90	600.10	40%
4030	7FH	TRAINING AND EDUCATIONAL COST	31,646.00	.00	.00	3,955.00	.00	12,407.00	.00	2,482,96	3,376.00	4,925.00	27,145.96	4,500.04	86%
4040	7FH	LICENSE AND CERTIFICATION FEES	1,000.00	.00	.00	.00	.00	150.00	.00	-75.00	.00	.00	75.00	925.00	8%
4110	7FH	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	2,771.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,771.00	0%
4115	7FH	MISCELLANEOUS OPERATING SUPPLIES	2,000.00	.00	.00	.00	.00	.00	.00	.00	35,10	.00	35.10	1,964.90	2%
4116	7FH	EVENT/MEAL REIMBURSEMENTS	4,500.00	.00	.00	.00	.00	187.84	.00	.00	29.93	.00	217.77	4,282.23	5%
4418	7FH	EDUCATIONAL ASSISTANCE PROGRAM	10,300.00	.00	.00	5,697.00	9,337.58	.00	3,750.00	.00	.00	.00	18,784.58	-8,484.58	182%
6438	7FJ	COMPUTER EQUIPMENT > \$500	6,008.00	.00	.00	.00	.00	.00	.00	6,008.00	.00	.00	6,008.00	.00	100%
·····		OPERATIONS ONLY					10,001.71						112,793.64	10,097.36	
		TOTAL UNIT 7525	122,891.00	715.40	3,956.86	11,118.96	10,001.71	23,168.50	11,836.67	15,790.14	7,232.71	28,972.69	112,793.64	10,097.36	92%

		FAMILY SERVICES MONTHLY	EXPENSE RE	PORT T	IROUGH	JUNE 30), 2016: J	UND: 70	06 DEPT	: 062 UNI	T: 7526	DISABILI	TY): 75% O	F FY ELAPS	ED	·
															<u> </u>	
	1		CURRENT		•								ENC	TOTAL		% BUDGET
		OBJECT NAME	BUDGET	OCT	NOV	DEC		FEB	MAR	APR	MAY	JUN	AMOUNT	YTD	BALANCE	USED YTD
1120	7FI	REGULAR SALARIES and WAGES	195,599.00	13,390.32	15,976.00	15,976.00	15,976.00	15,976.00	23,733.93	12,868.80	12,868.80	13,724.36	.00	140,490.21	55,108.79	72%
1140	7FI	OVERTIME	100.00			.00	.00 .00		60.64	145.14	72.57	.00	.00	322.29	-222.29	322%
2110	7FI	FICA TAXES	14,971.00	951.90	1,140.29	1,136.95	1,128.92	1,128.92	1,675.20	905.59	900.05	957.62	.00	9,925.44	5,045.56	66%
2120	7FI	RETIREMENT CONTRIBUTION	14,207.00	972.15	1,163.07	1,159.88	1,159.88	1,159.88	1,631.43	944.83	939,56	996,41	.00	10,127.09	4,079.91	71%
2130	7FI	LIFE and HEALTH INSURANCE	37,600.00	2,460.20	2,894.96	2,894.96	3,037.52	3,037.52	4,304.01	2,532.98	2,532.98	2,785.18	00,	26,480.31	11,119.69	70%
2131	7FI	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	00.	0%
2200	7FI	PAYMENTS TO OPEB TRUST	1,969.00	.00	.00	.00	.00	.00	.00	1,754.00	.00	.00	.00	1,754.00	215.00	89%
[SALARIES	264,446.00	17,774.57	21,218.26	21,167.79	21,302.32	21,302.32	31,405.21	19,151.34	17,313.96	18,463.57	.00	189,099,34	75,346.66	72%
3195	7FK	CONTRACT SERVICES MEDICAL	5,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5,000.00	0%
1		CONTRACTUAL SERVICES NOT				1										
3197	7FK	OTHERWISE SPECIFIED	165,000.00	.00	.00	169.00	.00	8,454.00	1,014.00	8,321.40	1,026.40	9,197.80	131,327.40	28,182.60	5,490.00	97%
3235	7FK	INDIGENT PSYCH SVCS	.00	.00	.00	.00	.00	.00	.00	.00	00.	.00	.00	.00	.00	0%
3275	7FK	MEDICAL SVCS	10,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	10,000.00	0%
	1	OFFICE SUPPLIES (NOT INCLUDING					•									
4110	7FK	PRINTING)	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,500.00	0%
4115	7FK	MISCELLANEOUS OPERATING SUPPLIES	500.00	.00	.00	.00	.00	.00	00.	.00	.00	.00	.00	.00	509.00	0%
4120	7FK	SOFTWARE < \$1000	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
4482	7FN	SELF INS-PROP CASUALTY	2,296.00	.00	.00	.00	.00	.00	.00	.00	2,296.00	.00	.00	2,296.00	.00	100%
	<i>∛</i> i	OPERATIONS	184,796.00	.00				8,454,00	1,014.00		3,322.40		131,327.40	30,478.60	22,990.00	88%
	1	TOTAL UNIT 7526	449,242.00	17,774.57	21,218.26	21,336.79	21,302.32	29,756.32	32,419.21	27,472,74	20,636.36	27,661.37	131,327.40	219,577.94	98,336.66	78%

_ <u>_</u>		FAMILY SERVICES MONTHLY	XPENSE REP	ORT TH	ROUGH	JUNE 3	0, 2016:	USDA FU	ND 7406	: UNIT 75	523 (ADN	/IN): 75%	OF FY ELA	PSED	
7															
1			CURRENT		(1				TOTAL		% BUDGET
OBJ	APR	OBJECT NAME	BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD	BALANCE	USED YTD
1120	7FQ	REGULAR SALARIES and WAGES					8,518.40	8,518.40		8,482.85	8,663.84	8,518.40	71,384.61	47,177.39	60%
1140	7FQ	OVERTIME	· 100.00	.00	24.24	.00	.00	.00	24.24	36.36	169.68	31,51	286.03	-186.03	286%
2110	7FQ	FICA TAXES	9,078.00	194.85	432.36	531.89	630.01	630.00	946.89	630.07	654.11	632,44	5,282.62	3,795.38	58%
2120	7FQ	RETIREMENT CONTRIBUTION	8,615.00	201.76	430.13	524.58	618.44	618.44	929.42	618.50	641.32	620.72	5,203.31	3,411.69	60%
2130	7FQ	LIFE and HEALTH INSURANCE	28,200.00	694.89	824.90	828.49	872.50	872.50	1,308.75	872.50	872.50	872.50	8,019.53	20,180.47	28%
2131	7FQ	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	0%
2200	7FQ	PAYMENTS TO OPEB TRUST	1,146.00	.00	.00	.00	.00	.00	.00	1,326.00	.00	.00	1,326.00	-180.00	116%
		SALARIES	165,701.00	3,870.54	7,612.11	9,110.56	10,639.35	10,639.34	15,986.90	11,966.28	11,001.45	10,675.57	91,502.10	74,198.90	55%
3125	7FP	INDIRECT COSTS	6,543.00	.00	.00	.00	.00	.00	6,543.00	.00	.00	.00	6,543.00	.00	100%
3410	7FR	LOCAL TRAVEL	2,000.00	.00	.00	64.66	.00	30.71	61.54	120.33	132,17	70.09	479.50	1,520.50	24%
3530	7FR	TOLL CHARGES	30.00	.00	.00	.00	.00	.00	4.71	8.66	2.18	6.00	21.55	8.45	72%
3820	7FR	MAINTENANCE OF EQUIPMENT	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
	1	OFFICE SUPPLIES (NOT INCLUDING													
4110	7FR	PRINTING)	1,441.00	.00	.00	.00	.00	.00	.00	405.24	.00	.00	405.24	1,035.76	28%
4418	7FR	EDUCATIONAL ASSISTANCE PROGRAM	1,100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,100.00	0%
4482	7FS	SELF INS-PROP CASUALTY	1,685.00	.00	.00	.00	.00	.00	.00	.00	1,685.00	.00	1,685.00	.00	100%
		OPERATIONS	13,299.00	.00	.00		.00	30.71	6,609.25	534.23	1,819.35	76.09	9,134.29	4,164.71	69%
		TOTAL UNIT 7523	179,000.00	3,870.54	7,612.11	9,175.22	10,639.35	10,670.05	22,596.15	12,500.51	12,820.80	10,751.66	100,636.39	78,363.61	56%

		FAMILY SERVICES N	MONTHLY EX	PENSE R	EPORT T	HROUGH	JUNE 30,	2016: USI	DA FUND	7406: UI	NIT 7524 (SERVICES)	: 75% OF F			
0			OUPPENT.		,		·····					······				
овј	APR	OBJECT NAME	CURRENT BUDGET	ост	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ENC AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FT	REGULAR SALARIES and WAGES	147,300.00	11,577.18	13,923.89		13,731.01	13,684.67	19,507.93	13,148.80	13,232.90	11,003.17	.00	123,734.19	23,565.81	84%
1140	7FT OVERTIME		.00 .00 .00 51.17 .00		.00	17.39	00.	.00	34.78	.00.	103.34	-103.34	0%			
2110	10 7FT FICA TAXES		11,268.00	814.48	981.49	985.42	982.13	.978.63	1,391.28	937.60	944.08	776.14	.00	8,791.25	2,476.75	78%
2120	7FT	RETIREMENT CONTRIBUTION	10,694.00	840.49	1,010.86	1,014.62	996.84	993.47	1,417.51	954.58	960.69	801.36	.00	8,990.42	1,703.58	84%
2130	7FT	LIFE and HEALTH INSURANCE	75,200.00	4,376.38	5,149.14	5,149.14	4,987.32	4,987.32	7,480.98	4,987.32	4,987.32 4,987.32		.00	47,092.24	28,107.76	63%
2131	7FT	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	0%
2260	7FT	PAYMENTS TO OPEB TRUST	4,586.00	.00	.00	.00	.00	.00	.00	3,536.00	.00	.00	.00	3,536.00	1,050.00	77%
		SALARIES	249,048.00	17,608.53	21,065.38	21,124.99	20,697.30	20,644.09	29,815.09	23,564.30	20,124.99	17,602.77	.00	192,247.44	56,800.56	77%
3170	7FU	JANITORIAL SVC and SUPPLY	1,000.00	.00	.00	130.80	.00	163.50	.00	.00	.00	.00	.00	294.30	705.70	29%
		MISCELLANEOUS OPERATING														
4115	7FU	SUPPLIES	10,000.00	.00	.00	1,670.20	.00	2,095.86	3,862.79	1,319.20	.00	.00	1,252.22	8,948.05	-200.27	102%
4130	7FU	SUPPLIES	9,000.00	.00	.00	.00	.00	183.01	.00	740.44	3,96	62.00	.00	989,41	8,010.59	11%
4135	7FU	FOODandDIETARY	1,272,992.00	.00	.00	111,100.00	108,056.16	159,243.42	170,990.84	21,971.43	112,158.31	205,396.42	316,822.14	888,916.58	67,253.28	95%
4482	7FS	SELF INS-PROP CASUALTY	8,220.00	.00	.00	.00	00.	.00	.00	.00	8,220.00	.00	.00	8,220.00	.00	100%
		OPERATIONS 1,30		.00	.00	112,901.00	108,056.16	161,685.79	174,853.63	24,031.07	120,382.27	205,458.42	318,074.36	907,368.34	75,769.30	94%
<u> </u>	†	TOTAL UNIT 7524	1,550,260.00	17,608.53	21,065.38	134,025.99	128,753.46	182,329.88	204,668.72	47,595.37	140,507.26	223,061.19	318,074.36	1,099,615.78	132,569.86	91%

19																											
07	/08/2016	PAGE: 1							····	· · · · · · · · · · · · · · · · · · ·								·							. <u> </u>	<u>.</u>	
	RANGE CO					,														********							[
De	partment	062																				······································			·		
FY	2016 Mo	nthly Ex	pense Report									·····															
Fo	r the seler	ted Dep	artment and Unit, by Object a	nd A	ppropriation											***		-									
					· · · · ·																						
Th	rough 07/	08/2016																· · · · · · · · · · · · · · · · · · ·									
EI	ND: 8299	DEPT:	062 UNIT: 7537	~															·····							·····	
Ë															·····	<u> </u>										· · · · · · · · · · · · · · · · · · ·	
			OBJECT NAME		CURRENT BUDGET	००१	_	NOV		DEC				FEB		MAR						PRE-ENCUM.	ENCUM		TOTAL		% BUDGET
ļ	UBJEU	APPR	REGULAR SALARIES and		BUDGET	001		NOV		DEC		JAN		FEB		MAR	 	APR	MAY	<u> </u>	JUN	AMOUNT	AMOUN	<u>ri </u>	YTD	BALANCE	USED YTD
	1120	6EA	WAGES	\$	769.053.00	\$ 13 800 21	ر و ار	(10.127.00)	e 4	727.00	¢,	107 775 20		2 247 AD	e	CC 449 00		00 007 57	\$ 69,626.23	0 000			· ·		104 (07 40	e 000 705 94	56,18
<u> </u>	2110		FICA TAXES	\$	59,218,00														\$ 5,042.73			<u> </u>	\$ \$			\$ 336,585.84 \$ 28,023.74	
			RETIREMENT	[*	00,210,30	\$ 0000D	\	(100.00)				7,011,20		4,010.70		-7,100.02	1-*	0,077,02	φ 0,042.10	(φ	· •	- -	31,134,20	\$ 20,023.14	
	2120	6EA	CONTRIBUTION	\$	55,722.00	\$ 1,001.91	េន	(739.62)	\$	125,39	s	7,925.30	s	4.635.36	\$	4.763.63	s	6.808.39	\$ 5,126.72	\$ 2.0	62.93	s -	\$	- 5	31,710.01	\$ 24,011.99	56,91
<u> </u>	+		LIFE and HEALTH	<u> </u>					<u> </u>								+			<u>+</u> -,-		*	<u> </u>	<u>+</u>			
	2130	6EA	INSURANCE	\$	61,745.00	\$ 2,856.17	7 \$	(1,996.74)	\$	464.58	\$	25,431.03	\$ ·	15,228.17	· \$	15,690.50	\$	23,029.34	\$ 17,105.96	\$ 6,8	52.26	s -	\$	- \$	104,661.27	\$ (42,916,27)	169.51
<u> </u>		1				·····	1										1		[<u>†</u>			· · · · · · · · · · · · · · · · · · ·	+			
	2131	6EA	HSA/FSA CONTRIBUTION	\$	2,500.00	\$.	- \$; -	\$	-	\$	-	Ş	-	\$	-	1 5	; -	\$-	\$	-	\$-	\$	- 8	; -	\$ 2,500.00	0.00
1	1		PAYMENTS TO OPEB				-										1							1			
	2200		TRUST	Ş	380.00	-	- \$	-	\$	-	\$		Ş	-	\$		\$			\$	-	ş -	\$	- \$	373.00		
	SJECT C									429.52		48,942,94		7,789.77					\$ 96,901.64	\$ 38,88	0.46	\$ -	Ş,			\$ 348,212.30	63.25
2	3125	6EB	INDIRECT COSTS	\$	42,498.00	\$	- \$	· -	\$		\$		\$		\$	42,498.00	5		\$ -	\$		5 -	\$	- \$	42,498.00	\$	100,00
			BOOKS, COMPACT														ļ										
ļ	1000	000	DISKS, VIDEOS, AND		4 500 00	-			\$		s		s		\$		s		\$.	\$		· ·				\$ 1,500.00	0.00
ļ	4020	6EC	SUBSCRIPTIONS	\$	1,500.00	\$	- \$	·	÷								·			<u>}</u>		\$ · -	\$	<u></u>		a 1,000.00	0.00
	4110	6EC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)		25,000.00	\$	\$		S		S		\$		\$	-			\$	\$		\$ · ~	s			\$ 25,000,00	0.00
;	4110	1000	MISCELLANEOUS		20,000.00	÷			÷				<u>`</u>				ا ا		··	<u> </u>			\$		·		
	4115	6EC	OPERATING SUPPLIES	\$	31,090.00	s	- \$		\$	_	\$		\$	_	5		. 5	s -	- s	s	_	\$ -	\$ 34,998.2	5 5		\$ (3,908.25)	112.57
	1 *****	1-020	EQUIPMENT LESS THAN	÷.	01,000.00	·····		· · · ·					-			•	+			<u> </u>		÷	V 0-1,00012	<u> </u>	<u> </u>	<u> (elecente</u>)	
	4123	6EC	\$1000	s	24,459.00	\$	- 5	(4,552.71)	\$	_	\$	_	\$	6,564.15	s	-	1 5		l.s -	s	-	s -	\$	-İ \$	2.011.44	\$ 22,447.56	8.22
<u> </u>	1		MISC SUPPLIES OR	- <u>-</u> -			+							- <u></u> -			<u>†</u>			†				÷			
	4195	6EC	EXPENSES	\$	10,000.00	\$	- \$	β	\$	-	Ş	-	\$	-	\$	-	1	β· –	\$.	\$	-1	\$-	\$	- 4	ş -	\$ 10,000.00	0.00
-	1	1	SELF INS-PROP				1								Γ	~	Γ			1				-			1
L	4482		CASUALTY	\$	165.00	<u></u>	-)\$	_	\$	-	\$		\$		\$				\$ 162.00	f *		\$	\$	- \$	162.00		
	BJECT C			\$	134,712.00			(4,552.71)			\$					42,498.00			\$ 162.00			\$ -	\$ 34,998.25			\$ 55,042,31	
1	OTAL UN	IT_CD	7537	<u>Ş</u> 1	1,082,330.00	\$ 18,651.91	\$ ((18,230,20)	<u>Ş</u> 2	429.52	\$ 1	48,942.94	5 9	4,353.92	<u>Ş</u> 1	32,772.33	\$	129,212.62	\$ 97,063.64	\$ 38,88	0.46	\$ -	\$ 34,998.25	<u>; [\$</u>	644,077.14	\$ 403,254.61	62.74
L_			· · · · · · · · · · · · · · · · · · ·	T		0 49 054 04	1.	(40.000.00)	P 0	100 60	E 4	48 047 04	<u> </u>	4 952 03	6 1	00 770 00	10	100.040.00	\$ 97,063.64	10 20.00	0.46		a at 000 or	<u> </u>	044 077 44	\$ 403,254,61	62.74
_	OTAL		<u> </u>	<u></u> \$ 1	1,082,330.00	\$ 16,651.91		(10,250,20)	<u></u>	429.02	31	40,942.94	10 3	4,303.92	φ	32,112.33	1.0	129,212.02	\$ 97,003.04	<u>[-</u>] 30,00	0.40	<u></u>	5 34,990.20	<u> </u>	644,077.14	\$ 403,254.01	02.14
	•																										
																						,		•			
										•												•					

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

Cardholder (Print Name):	Angela Fore
	Inexpla M. Jore

Statement for the Month of: June, 2016

Extension:

68901

Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged	
5/4/16		Advance deposit for hotel reservation for Kerry-Ann Smith in Nashville, TN	Gaylord Opryland Hotel	\$286.02		7006-062-7525-3420	
5/10/16		Registration for Parie Register to attend the Food Allergy Conference	FARE	\$170.00		7006-062-7525-4030	
5/12/16		Hotel accommodations for Rashea Drakes in Nashville, TN	Gaylord Opryland Hotel	\$1139.58		7006-062-7525-3420	
5/12/16		Hotel accommodations for Charmaine Jobson in Nashville, TN	Gaylord Opryland Hotel	\$1139.58		7006-062-7525-3420	
5/12/16		Hotel accommodations for Sunitha Koorathota in Nashville, TN	Gaylord Opryland Hotel	\$1139.58		7006-062-7525-3420	
5/14/16		Advance deposit for hotel reservation for Yolanda Brown in Atlanta, GA	Sheraton Atlanta	\$169.72		7006-062-7525-3420	
5/14/16		Advance deposit for hotel reservation for Lonnie Bell in Atlanta, GA	Sheraton Atlanta	\$169.72		7006-062-7525-3420	
5/19/16		Registration for Yolanda Brown to Preconference	JWalker Enterprises	\$225.00		7006-062-7525-4030	
5/19/16		Registration for Lonnie Bell to Preconference	Fiscal Institute	\$300.00		7006-062-7525-4030	
5/19/16		Registration for Lonnie Bell & Yolanda Brown to Region IV Leadership Institute	Region IV Head Start	\$600.00		7006-062-7525-4030	
5/19/16		Airfare for Yolanda Brown to Atlanta, GA (\$48 reimbursed to Orange County for difference in airfare for personal leave)	Southwest	\$323.96		7006-062-7525-3420	
5/19/16		Airfare for Lonnie Brown to Atlanta, GA	Southwest	\$275.96		7006-062-7525-3420	

ORANGE COUNTY HEAD START DIVISION Monthly Purchasing Card Purchase Report

Cardholder (Print Name): Sandra Moore Cardholder Signature:

Sandra Moore Statement for the Month of: May 2016

Extension: 68913

Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged	,
5/6/16		Cups, Napkins, Plates, Drinks	Walmart	10.50		7006 062 7522 4116	
		Women's Forum		2252		7006 062 7522 4115	
				33.02			
5/6/16		Tablecloths	Dollar Tree	15.00	· ·	7006 062 7522 4115	
		Women's Forum				2	
5/9/16		Moving Boxes, Packing Tape	U-Haul	192.00		7006 062 7522 4115	
5/13/16		Catered Meals	OneParty2Remember	500.00	·	7006 062 7522 4116	
		Women's Forum	,				
5/16/16	j	Items for Repair & Maintenance	Home Depot	691.77		7006 062 7522 3810	
5/20/16		Service Award Plaque	United Trophy	42.50		7006 062 7522 4422	
		· · · · · · · · · · · · · · · · · · ·					
			- <u></u>		· ·		
			······	<u>ب</u>			
					· · · · · · · · · · · · · · · · · · ·	[
						······································	
	<u> </u>				·		
		· · · · · · · · · · · · · · · · · · ·					
		······································				······	
	<u> </u>		· <u>,</u>	· · · · · · · · · · · · · · · · · · ·			
	· · · · · · · · · · · · · · · · · · ·		· /·				
<u> </u>						· ·	}}
2						······	

MONTHLY PURCHASING CARD PURCHASE REPORT

Nar	ne): <u>June John</u>	son	- (2)	1	Statement for	Month of:	May '16	
Car	lholder Signati	ire: <u>June Johnso</u>	n Milly	Jin 2007	Division	Head Start	Extension: <u>69524</u>	
#	Date	Receipt or Invoice	Description of Purchase	Vendors Name	\$\$\$ Amount of Purchase	Dispute (d)/ Credit (c)	Accounting Lines	Remarks
1	5/6/2016	37837040	Water Cooler Rental Cups	ReadyRefresh	18.48 14.97 8.38 /41.83	Split	7006 062 7522 3710 7006 062 7522 3610 7006 062 7522 4115	SOYMCA Total
2	5/6/2016	373836576	Water Cooler Rental Cups	ReadyRefresh	21.48 9.98 3.79 √ 35.25	1 I I I I I I I I I I I I I I I I I I I	7006 062 7522 3710 7006 062 7522 3610 7006 062 7522 4115	Dentom Johnson Total
3	5/6/2016	373835972	Water Cooler Rental Cups	ReadyRefresh	37.59 14.97 7.58	<u> </u>	7006 062 7522 3710 7006 062 7522 3610 7006 062 7522 4115	and the second
	516/0016	0.7202.5005			√ 60.14			Total
4	5/6/2016	373835205	Cooler Rental Water	ReadyRefresh	<u>14.97</u> 48.33		7006 062 7522 3610 7006 062 7522 3710	Maxey
5	5/6/2016	373835413	Cooler Rental	ReadyRefresh	34.93	Split	7006 062 7522 3710	W S @ Hope H S
					√ 83.26			Total
6	5/10/2016	50.0010	Items for am meeting	Publix	/130.65			T/TA Reg IV
7	5/10/2016	536819	Paper Towels	Dade Paper	17,482.40			All Classrooms
8	5/10/2016	820246620.001	Staples Printer Toner	Office Depot	1.68		7006 062 7522 4110	Dentom Johnson Grand Ave
9 10	5/11/2016 5/11/2016	839346629-001 839351684-01	File Cabinet 2 drwr	Office Depot	<u>√177.34</u>			Dentom Johnson
10	5/11/2010	037331004-01	Various Office Supplies	Office Depot	<u>/147.98</u> 439.95		7006 062 7522 4123	Demon Johnson
11	5/11/2016	839351495-001	Chair/Cork Boards	Office Depot	83.17 √523.12	Split		Dentom Johnson
12	5/11/2016	839348216-001	Printer Toner	Office Depot	√159.56	<u></u>	7006 062 7522 4110	Pine Hills
		•		Total	2,858.18		L	·····

.

MONTHLY PURCHASING CARD PURCHASE REPORT

.

Nam	ne): <u>June John</u>	ison	- · · · ·	Λ	Statement for	Month of:	May '16	
Card	holder Signati	are: <u>June Johnson</u>	· chirec	6/8/10	Division	Head Start	Extension: <u>69524</u>	
#	Date	Receipt or Invoice #	Description of Purchase	Vendors Name	\$\$\$ Amount of Purchase	Dispute (d)/ Credit (c)	Accounting Lines	Remarks
13	5/11/2016	839351686-001	Index Tabs	Office Depot	13.58		7006 062 7522 4110	Denton Johnson
14	5/16/2016	Inv 190973	Field Trip Deposit	Orl Science Ctr	50.00		7006 062 7522 4452	Southwood
15	5/18/2016		Field Trip	Carluchin Enter.	206.00		7006 062 7522 4452	SOYMCA
16	5/16/2016	840130121-001	Copy Paper	Office Depot	1,488.06		7006 062 7522 4110	Program
17	5/18/2016		Supplies/Materials	The Pin Man	1,410.00		7006 062 7522 4115	Teachers
18	5/18/2016	13253	CLASS Recertification	Teachstone	200.00		7006 062 7522 4040	Jones/Kelnhofer
19	5/18/2016	840756623-001	Various Office Supplies	Office Depot	598.25		7006 062 7522 4110	PFCE
20	5/18/2016	840587621-001	Toner	Office Depot	103.99		7006 062 7522 4110	John Bridges HS
21	5/20/2016	13314	CLASS Recertification	Teachstone	200.00		7006 062 7522 4040	Sepulveda/Koorat
22	5/20/2016	841216846-001	Back Rest & Refer System	Office Depot	227.48		7006 062 7521 4123	Sr. Prg Manager
23	5/20/2016	841216999-001	Desk Organizer	Office Depot	66.29		7006 062 7521 4110	Sr. Prg Manager
			Chair	Office Depot	299.99	· · ·	7006 062 7521 4123	Sr. Prg Manager
24	5/20/2016	841217000-001	Magazine File	Office Depot	37.45		7006 062 7521 4110	Sr. Prg Manager
					337.44			Total
25	5/24/2016	190973	Field Trip Balance	Orl Science Ctr	1,120.00		7006 062 7522 4452	Southwood
26	5/20/2016	841406378-001	Planners	Office Depot	93.96		7006 062 7522 4110	PFCE
27	5/25/2016	10455402267861800	Otterbox	Amazon.com	26.15		7006 062 7522 4115	Maintenance Tech
28	5/26/2016	141182	Plaques for Retirees	United Trophy	144.90	· ·	7006 062 7521 4422	Grubbs/Orr
				Total page 1	2,858.18			
			· · · · · · · · · · · · · · · · · · ·	Total page 2	6,286.10	· · · · · · · · · · · · · · · · · · ·		
				Grand Total	\$9,144.28		<u></u>	

HEALTH & FAMILY SERVICES DEPARTMENT WEEKLY PURCHASING CARD PURCHASE REPORT LOG

*Cardholder Signature:

124

Shannoth

*Statement for the Month: May ,16

*Division: <u>HEAD START</u>

* Ph. Ext. 67407

Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
107723	Food for special diet children	Publix	12.17	7406-062-7524-4135
030606	Booster seat for child	Walmart	16.88	7006-062-7526-4123
220248	Food for special diet children	Apana Bazar	29.97	7406-062-7524-4135
				· ·
	· · · · · · · · · · · · · · · · · · ·			
<u> </u>				
	107723 030606	107723Food for special diet children030606Booster seat for child220248Food for special diet children	107723Food for special diet childrenPublix030606Booster seat for childWalmart220248Food for special diet childrenApana Bazar	107723Food for special diet childrenPublix12.17030606Booster seat for childWalmart16.88220248Food for special diet childrenApana Bazar29.97

Complete all required entries identified by an *

ົ 24

ORANGE COUNTY HEAD START DIVISION . Monthly Purchasing Card Purchase Report

Cardholder	الر (Print Name): الر		tement for the Month of:	May, 2016		ar 1
Cardholder	Signature:	ellis fellon	Ex	tension:		
Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged
5/26/16	6331 00008 32881	Family Services / Head Start	Home Depot	183.53		7006-062-7522-3810
[·				
 			······			·
[· · · · · · · · · · · · · · · · · · ·			·		
} 		}				
					•	
			2			
		· · · · · · · · · · · · · · · · · · ·				
]					

Page ___1___ of __1

125

FAMILY SERVICES DEPARTMENT PURCHASE REPORT LOG

126 *Cardholder (Print Name): Kerry-Ann Smith *Cardholder Signature:

*Statement for the Month: March 2016 *Division: <u>HEAD START</u>

* Ph. Ext: 68905

Date of · Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
05/16/2016		Storage containers for condiments at Pine Hills	Family Dollqr	24.00	7006-062-7522-4115
05/23/2016		Hotel Room for NHSA Conference and Expo in Nashville, TN	Gaylord Opryland Hotel	1,139.58	7006-062-7525-3420
05/26/2016		Storage containers for condiments at Callahan	Family Dollar	38.00	7006-062-7522-4115
		·			
		· · · ·			
		·			

.

Congrete all required entries identified by an *

لحسب

ORANGE COUNTY HEAD START DIVISION Monthly Purchasing Card Purchase Report

Cardholder (Print Name): Limarys Rivera Statement for the Month of May 2016 Cardholder Signature: 6/15/16 Extension: 66596							
Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged	/
5/6/16		HS Denton Johnson Field Trip	PP Plaster House	\$124.00	1	7006-062-7522-4452	
5/9/16		Maintenance materials	Home Visit	\$202.93		7006-062-7522-4445 3810	
	<u> </u>	· · · · · · · · · · · · · · · · · · ·				<u> .</u>	
			······································				
	· · · · · · · · · · · · · · · · · · ·						

Page 1____ of 1____

127

FAMILY SERVICES DEPARTMENT PURCHASE REPORT LOG

*Statement for the Month: MAY 2016 *Division: <u>HEAD START</u>

* Ph. Ext. 67407

Date of Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
5/2/2016		PLASTER CRAFTS FOR CHILDREN AT LILA MITCHELL.	PLASTER HOUSE INC.	\$296.00	7006-062-7522-4452
5/2/2016	094334	SPECIAL DIETS FOR CHILDREN AT SOUTHWOOD,	PUBLIX	112.45	7406-062-7524-4135
1/28/2016	346723	REPLACED EMERGENCY FOOD FOR CHILDREN.	QUANTUM DISTIRIBUTORS	993.57	7406-062-7524-4135
5/2/2016	346842	REPLACED EMERGENCY FOOD FOR CHILDREN.	QUANTUM DISTIRIBUTOR	462.50	7406-062-7524-4135
3/9/2016	10213533	KITCHEN SUPPLIES NOT INCLUDED ON DAVE CONTRACT.	DADEPAPER.	243.00	7406-062-7524-4130
5/5/2016	6050525446	SPECIAL MILKS FOR CHILDREN	SYSCO	1,093.60 One case returned not good.	7406-062-7524-4135
5/20/2016	Dx61	SPECIAL NEEDS SUPPLIES FOR CHILDREN.	HORIZON MEDICAL SUPPLIES	718.20	7006-062-7524-4115

Complete all required entries identified by an *

Interoffice Memorandum

BCC Mtg. Date: Jun. 14, 2016



•

AGENDA ITEM

May 23, 2016

TO:	Mayor Teresa Jacobs and
	Board of County Commissioners
THRU:	Lonnie C. Bell, Jr., Director Amil C MM 7 Family Services Department
FROM:	Sonya L. Hill, Manager Head Start Division Contact: Khadija Pirzadeh, (407) 836-8912 Sonya Hill, (407) 836-7409

SUBJECT: Filing of Head Start Policy Council Program Information and Updates for the Official County Record CONSENT AGENDA ITEM June 14, 2016

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

Head Start Policy Council Program Information and UpdatesMay 2016Head Start Policy Council Meeting MinutesApril 21, 2016

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

SH/kp

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

BCC Mtg. Date: Jun. 14, 2016

Interoffice Memorandum



May 24, 2016

	AGENDA ITEM
e.	

TO:	Mayor Teresa Jacobs and Reard of County Commissioners
	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:	Application for Federal Assistance related to

SUBJECT: Application for Federal Assistance related to Cost-of-Living Adjustment (1.8%) FY 2016 BCC Meeting 6/14/16 Consent Agenda/All Districts

The Head Start Division requests Board approval of the Application for Federal Assistance related to Cost-of-Living Adjustment (COLA) between the Department of Health and Human Services, Administration for Children and Families, Office of Head Start and Orange County. COLA funds in the estimated amount of \$222,992 will be used to offset higher operational costs. Head Start will purchase classroom supplies, educational materials, playground modifications and equipment. This will assure the indoor and outdoor environments are safe and conducive to learning. The non-federal match of \$55,748 is derived from the county and in-kind contributions.

The Application for Federal Assistance includes a Compendium of required Certifications and Assurances for non-construction programs, Certifications regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements; Certification regarding compliance with Compensation Cap (Level II of the Executive Schedule); Certification of Filing and Payment of Federal Taxes; and Employee Compensation Cap Compliance Assurance. The term of the grant is from October 1, 2015 through September 30, 2016. The Head Start Policy Council approved the COLA grant at their meeting on May 19, 2016.

Monthly Report to Head Start Policy Council	
Nutrition: JUNE 2016	
Number of breakfasts served	16,076
Number of lunches served	16,183
Number of snacks served	13,037
Number of meals reimbursed by USDA	43,151
Number of meals disallowed for reimbursement	0
Number of children evaluated for nutritional concerns	9
Number of children receiving nutritional education and further care	10
Number of monitoring visits to ensure compliance with USDA Regulations	16
Number of monitoring visits requiring a corrective action plan	0
Number of nutritional activities conducted (ALL CLASSROOMS)	45
Types of nutritional activities conducted "Ants on a Log"	
•	

Orange County Family Services Department Head Start Division

Medical/Dental Services Monthly Report June 2016

- a The Medical/dental services staff performed 16 new health status evaluations.
- 99 additional health update evaluations were completed.
- □ 72 additional immunization evaluations were completed.
- a 12 additional blood lead tests were reviewed.
- B4 dental examinations were evaluated. Of these, 32 children were diagnosed as needing treatment.
- Dental treatment verification was received and evaluated for 37 children.
- 83 parent contacts were initiated regarding health concerns and health screening and examination needs.
- □ 10 health action plans were completed and discussed with staff.
- u Health technical assistance was given to staff on 2 occasions.
- 24 Physician Medication Orders were received, evaluated, and reviewed with staff. Medication information and administration technique training was provided as needed.
- Staff training was provided on 10 occasions.
- a 58 blood pressure screenings were completed.
- 32 vision screenings were completed.
- a 4 children were evaluated for health concerns.
- □ 5 health provider consultations were made.
- Center visits were made on 7 occasions for health issues, observations, and monitoring.

DISABILITIES/MENTAL HEALTH REPORT

JUNE 2016

Fifty-seven (57) children were diagnosed with a disability by OCPS for the month of June 2016. A total of two hundred sixty-seven (267) children have been diagnosed with a disability by LEA, for a seventeen percent (17.4%) mandated compliance since school started last August 2015.

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

Two (2) children were referred in the month of June 2016 for mental health services. A total of one hundred seventy-six (176) children have been referred since school started last August 2015.

Three (3) children started receiving mental health services for behavior issues for the month of June 2016. A total of one hundred sixty-eight (168) children are receiving mental health services for behavior issues since school started last August 2015.

Thirteen (13) visits to centers were completed for the month of June 2016. A total of four hundred eight (408) visits to centers to: provide technical assistance to staff, conduct observations, conduct health screenings, and complete monitoring visits since school started last August 2015.

Eleven (11) hearing screenings completed for the month of June 2016. A total of one thousand seven hundred and sixty-seven (1,767) Hearing screenings completed since school started last August 2015.

Thirteen (13) monitoring visits to classrooms were completed for the month of June 2016. A total of one hundred forty-eight (148) monitoring visits were completed from October 2015 until June 2016.

Note: The report is missing the information of one D/MH staff.

Parent Family and Community Engagement 2015-2016

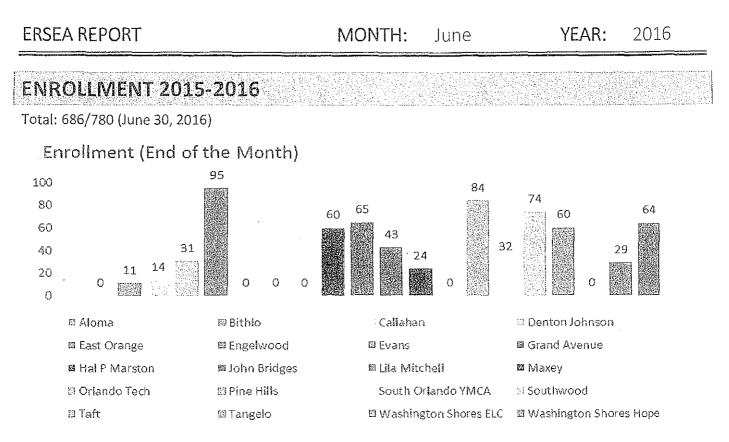
Monthly Report: June 2016

- Six hundred eighty six (686) children were enrolled in the Head Start Program for the month of June 2016.
- Five hundred sixty three (563) children are on the Waiting List 2015-2016. Two hundred forty three (243) are on the Waiting List 2016-2017.
- Thirty seven (37) Attendance home visits
- One (1) family received Crisis/Emergency Assistance.
- Fourteen (14) parents received Educational Services.
- Two hundred thirty nine (239) Health Services Follow ups were done by Community Service Worker.
- Fifteen (15) families were referred for family services.
- Seven hundred seventy six (776) were provided families services
- Seventeen (17) Parent Meetings were held this month. One hundred fifty (150) parents attended parents meetings. Nineteen (19) males attended.
- Two (2) Fatherhood Activities was held this month. Eight (8) fathers attended fatherhood initiatives.
- Twelve (12) Parents Trainings were held this month. One hundred forty three (143) parents attended Parents Trainings.

Trainings:

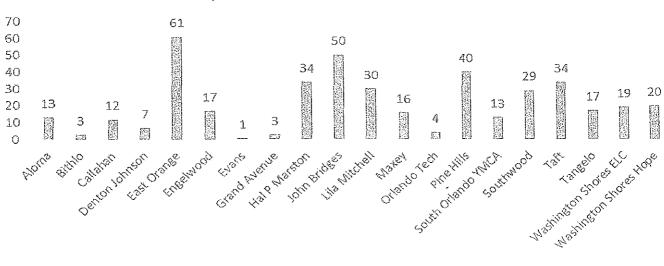
- Computer Literacy
- School Readiness/Transition
- Mental Health and Disability
- Importance of Health Record
- Importance of Heath Safety
- Nutrition and Weight Control (Eating Health)

ORANGE COUNTY HEAD START 2015-2016 FAMILY AND COMMUNITY ENGAGEMENT



ENROLLMENT TURNOVER 2015-2016

June 2016 – 423 Children

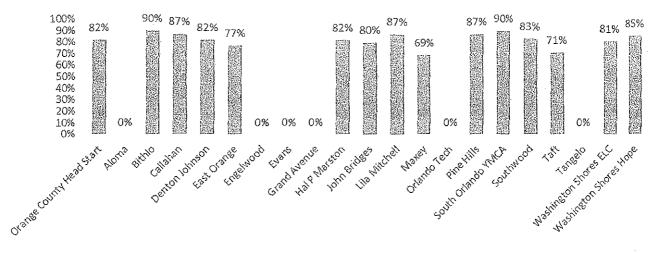


Enrollment Turnover by June 30

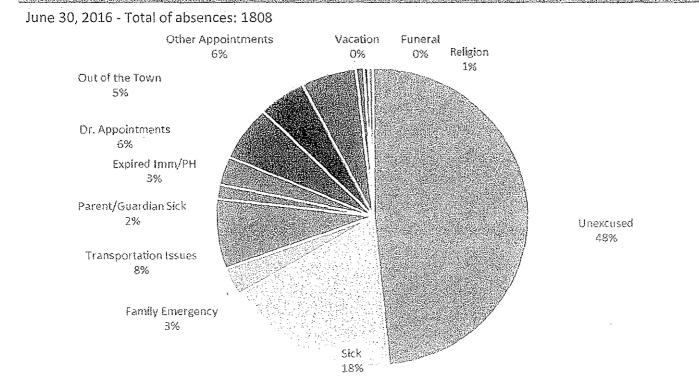
ATTENDANCE 2015-2016

June 2016 - 82% (14 Operating Days)

Average Daily Attendance



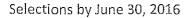
ATTENDANCE: REASONS OF ABSENCES 2015-2016

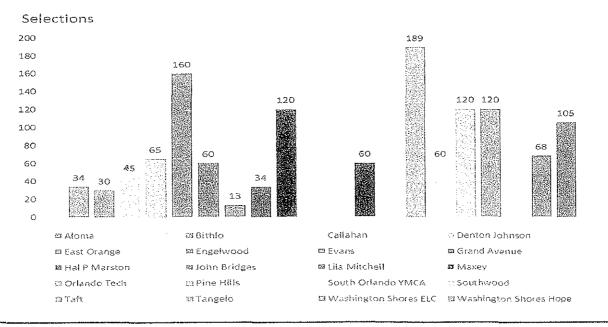


ORANGE COUNTY HEAD START 2016-2017 FAMILY AND COMMUNITY ENGAGEMENT

ERSEA REPORT MONTH: 2016 YEAR: June ELIGIBILITY 2016-2017 Total: 170 Applications (New/ June 2016) **Eligiblity Applications completed by site** 40 34 35 30 30 25 20 16 15 11 10 9 C 10 7 7 6 5 Muney Teen shift which З 5 2 0 172 Washington Shores et c. 0 annesur antest to shore the Denton Johnson Juniter Stores E LOHD BIDEES Englwood Grand Avenue Halphatstor Life Mitchell Last Orange Southwood Bithlo

SELECTION 2016-2017

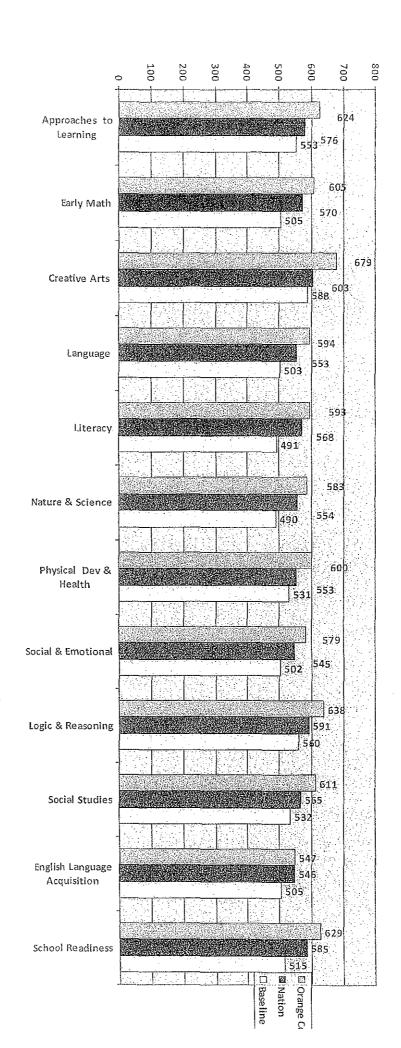




ELECTROMOMICAMENTS (CIRNES) PLATE COMPLEX COM

Site	# Recruitment Efforts	Summary
Aloma		
Bithlo		
Callahan		
Denton Johnson		
Dover Shores	15	Colonial HS / Colonial Clinic / Good Shepherd / Catholic Good Shepherd / Azalea Park Elementary / FL DPT Health / WIC / Englewood Community Center / Stone Wall School / IHOP / Beta Center / Reservation Conway Apt / The Cornerstone Apt/ Sawgrass Apartments / Park Cambridge Apartments
East Orange		
Engelwood		
Evans		
Grand Avenue		
Hal P Marston		
John Bridges		
Lila Mitchell		
Maxey	3	Biscape Traller Park / Southern Pine Apartments / Crown Point Apartments
Orlando Tech		
Pine Hills		
South Orlando YMCA		
Southwood		
Taft		
Tangelo		
Ventura	21	Sedanos / Golden Rd Laundry / Goodwill / Peddle for Place / Tamarack Home Community / Citrus Square / Choco's Barbershop / Pershing Coin Laundry / Kiara Beauty Supply / Bellagio Ap / Ventura Elementary / Uncle Bob's Storage / Lake George Elementary / SS Office / Polos Orlando / East Orlando Clinic / Diamond Cleans / VTEK Nails / Ashley Place Apt
Washington Shores ELC		
Washington Shores Hope		

136



Orange County Head Start Child Outcomes 4 year olds 7/27/15/-6/30/16



ORANGE COUNTY GOVERNMENT HEAD START POLICY COUNCIL MEETING MINUTES



1768 East Michigan Street Orlando, FL 32806 June 16, 2016

Call to Order by: Jeneka Lloyd, Chairperson 6:44 p.m. **Roll Call by:** Charmaine Jobson – Representative, East Orange Vice Chairperson Lloyd stated a quorum was established.

Name Kayla Brady Charmaine Jobson Janie Quiros Manoucheka Green Kumarie Deossarran Abigail Soriano Sominins Colas Tonette Vance Victoria Siplin Katie Lynn Schwartz Dexter Nelson Jeneka Lloyd Percy Snyder

Guests

Tina Wells Sawsan Mohuiddin

Excused Sominins Colas

Absent

Leiza Ramos Kassandra Vega Kimberly Melton Crystal Ortiz Wilhere Philistin Geisha Alvarez Jacqueline Eugene Shamika Sears Regina Brown China Lowe

<u>Center</u>

Callahan East Orange John Bridges Pine Hills South Orlando YMCA Southwood Tangelo Washington Shores ELC BCC OCPS Past Parent Past Parent 4C

District 6 Legal Dept.

Tangelo

Representative

Attorney

Classification

Representative

Representative

Representative

Representative

Representative

Representative

Commissioner

Community Rep

Community Rep

Community Rep

Community Rep

Community Rep

Substitute

Alternate

Aloma Bithlo Denton Johnson Engelwood Evans Grand Avenue Hal P. Marston John Bridges Maxey Orlando Tech Representative Luz Martines **Catherine** Monaros Chelsea Rivet Akia Williamson Crystal Jewel Aidaliz Pickard Daisy Mercado Alexis Allen Candace Darcuiel Elizabeth Algarin Ivette Ortiz Rosa **Quagee Gaines** Shannese Anderson Kiarra Pugh Jackie Dorvil Jeanette Diaz **April Forney** Johnnie Williams Algie Alexander

<u>Staff</u>

Sonya Hill Pedro Berrios Avis McWhite Milagros Font Shamin Sheikh Bernice Mendez Maria Gonzalez Michelle Williams Limarys Rivera Sunitha Koorathota Shauna Kirby Teresa Williams Main Office Warehouse Main Office Main Office Main Office Main Office CSW Curriculum Specialist Field Ops Supervisor QA Coordinator Field Ops Supervisor

Taft

Aloma

Bithlo

Evans

Maxey

Callahan

Engelwood

Denton Johnson

Grand Avenue

Hal P. Marston

Lila Mitchell

Orlando Tech

So Orlando YMCA

WS/(a) the Hope

Pine Hills

Southwood

Taft

Tangelo

WS/EL

Alternate Alternate Alternate Alternate Alternate Alternate Alternate Alternate Alternate Alternate Alternate Alternate **Division Manager** Warehouse Specialist Sr. Program Manager Sr. Program Manager Nutrition Specialist Sr. CSW LPN John Bridges

Representative

Alternate

Alternate

Alternate

Alternate

Alternate

Alternate

Main Office Main Office Main Office Main Office

Child Care Staff Polly Bouler

WS @ the Hope

Teacher Assistant

Chairperson Lloyd requested a motion to adopt the agenda with changes

Motion:	Charmaine Jobson, Representative, East Orange
Seconded:	Kumarie Deosarran, Representative, SOYMCA
Status:	The motion was carried to adopt agenda with the changes with no objections

Speakers

Sawsan Mohiuddin from Orange County Legal Department - Sunshine Law Training

Highlighted two obligations that relate to the Policy Council Board;

Sunshine Law and Public Record Law

Florida Sunshine Law gives the public access to government meetings. Two or more board members cannot discuss board business without it being open to public, notice to the public posted and having minutes posted. Violations may be subject to fines. These meetings may take place in person, e-mail, over the phone.

Public Records Request - Gives the public access to government public records. Ms. Mohiuddin suggests all board members create a separate e-mail acct to use for board business so that if a record request is made the public will not have access to their personal e-mails.

Secretary Report and review of minutes

Vice-Chairperson Lloyd requested a motion to approve the minutes from May 19, 2016

Motion:	Kumarie Deosarran, Representative, SOYMCA
Seconded:	Abigail Soriano, Representative, Southwood
Status:	The motion was carried with no objections

HR Report

Avis McWhite, Sr. Program Manager is seeking approval to hire qualified applicants for the positions of; Teacher Assistant, On Call Technician (Admin),

Vice-Chairperson Lloyd requested a motion to approve the HR report and accept the recommendations for hire reported by Avis McWhite

Motion:	Kumarie Deosarran, Representative, SOYMCA
Seconded:	Abigail Soriano, Representative, Southwood
Status:	The motion was carried with no objections

Budget Report delivered by Charmaine Jobson, Treasurer

Ms. Jobson showed the board how to read the report to see the portion of the budget that's been used and what's still available. Next month there will be a summary page for an easier read.

Head Start Division Manager Report by Sonya Hill, Division Manager

Highlights:

- The COLA application that the board voted on at the last Policy Council meeting in order to use the funds for operations expenses was sent to the board and approved.
- The 2016 Community Assessment update is completed and the final copy will be provided to all stakeholders, policy council members, Orange County BCC and then placed online.
- Encourage parents who have selected the full day full year program to bring children through the summer to minimize the education loss during the summer months.

Commissioner Siplin Liaison Report

Commissioner Siplin sent Tina Wells in her place.

Commissioner Siplin will be attending every other meeting because she has another community meeting she must attend. Tina will serve as her alternate.

Her Wellness Fair at Barnett Park was a big success.

Commissioner Siplin will be bringing her office out to the people. Sha has set up mobile office hours the third Wednesday of each month alternating between Holden Heights, Lila Mitchell, and Barnett Park from 12:00 - 4:00. The next one is July 20^{th} at Holden Heights. August 17^{th} will be at Barnett Park. You may call her office to set up an appointment or come as a walk-in.

Status of Board of County Commissioners Vote- Sonya Hill

Approval of Head Start requests for filing of the Program Information & Updates and meeting minutes for the official county record. The following have been approved; Head Start Policy Council Program Information and Updates April 2016 Head Start Policy Council Meeting Minutes March 17, 2016

Service Area Reports:

- Education by Limarys Rivera, Curriculum Specialist
- Health, Nutrition, Mental Health & Disabilities by Milagros Font
- PFCE by Bernice Mendez-Robles

Old Business NHSA Update by Charmaine Jobson and Sunitha Koorathota

Ms. Jobson reported on some of the highlights focused on healthy families, fathers, and developing powerful leaders. What she found most interesting was "How to Powerfully Tell Your Story as a Head Start Parent". Ms. Jobson told "her story". Even though she is in the program, she just realized what Head Start is all about and how powerful it really is. She learned the importance of accepting the different cultures of our children and always talking about the program in positive way.

New Business:

Standard Operating Procedures by Shauna Kirby

Ms. Kirby gave a brief overview of the 13 SOPs on the agenda and asked if there were any question.

Vice-Chairperson Lloyd requested a motion to approve the SOPs

Motion:	Kumarie Deosarran, Representative, SOYMCA
Seconded:	Janie Quiros, Representative, John Bridges
Status:	The motion was carried with no objections

Percy Snyder from 4C commented that he is very glad to know that the Early Head Start children will be transitioning into Head Start.

Average Daily Attendance Grand Ave 93% Aloma 93%

Public Comment None

Vice Chairperson Lloyd requested a motion to adjourn the meeting Motion: Kumarie Deosarran, Representative, SOYMCA Seconded: Kayla Brady, Representative, Callahan Meeting Adjourned at 7:47

Signature

NEXT POLICY COUNCIL MEETING THURSDAY, JULY 21, 2016 GOV- Great Oaks Village Dining Hall **1768 E. MICHIGAN STREET ORLANDO, FL 32806** 6:30 pm



FIRE RESCUE DEPAR OTTO DROZD, III Fire Chief, EFO, CFO 6590 Amory Court Winter Park FL 32792 407-836-9112 • FAX 407-836-9106 Otto.Drozd@ocfl.net

TO:Mayor Teresa Jacobs
-AND-
Board of County CommissionersTHROUGH:George A. Ralls, M.D.
Deputy County AdministratorFROM:Otto Drozd, III, Fire Chief
Fire Rescue DepartmentCONTACT PERSON:Ron Plummer, Manager, OEM
PHONE NUMBER: 407-836-9026

SUBJECT:August 23, 2016 - Consent Agenda Item
Emergency Management Preparedness and Assistance
(EMPA) Base Grant
Contract Number: 17-BG-83-06-58-01-055

The State of Florida Division of Emergency Management has awarded Orange County a grant in the amount of \$115,806. These funds will be available beginning July 1, 2016 through June 30, 2017.

This grant will permit Orange County to continue preparing, implementing, evaluating and revising its Emergency Management Programs. Orange County shall be reimbursed for costs incurred in the satisfactory performance of work in an amount not to exceed \$115,806.

ACTION REQUESTED: Approval and execution of State-Funded Grant Agreement Contract Number: 17-BG-83-06-58-01-055 between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2016-2017 in the amount of \$115,806. There is no match required.

OD/atk

Attachments

C: Ajit Lalchandani, County Administrator

Contract Number: 17-BG-83-06-58-01-055

Catalog of State Financial Assistance (CSFA) #: 31.063

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Orange County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

> The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

> The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,

> The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

A. This Agreement involves "state financial assistance," as that term is defined in section 215.97(2)(q), Florida Statutes.

B. Under this Agreement, the Division serves as the "State awarding agency" as that term is defined by section 215.97(2)(p), Florida Statutes.

C. Under this Agreement, the term "Recipient", as defined by section 215.97(2)(n), Florida Statutes, means a "nonstate entity that receives state financial assistance directly from a state awarding agency."

D. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with "information needed by the recipient to comply with the requirements of" the Florida Single Audit Act.

E. As required by section 215.971(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

F. In addition to the foregoing, the Recipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules and regulations, including those identified in attachment titled: Program Statutes, Regulations and Program Requirements. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

2. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

(1) Monitor, verify and document Recipient performance; and,

(2) Review and document all deliverables for which the Recipient requests

payment.

B. The Division's Grant Manager for this Agreement is:

Teresa A. Warner 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Telephone: 850-922-1637 Fax: 850-488-7842 Email: <u>Teresa.warner@em.myflorida.com</u>

C. The name and address of the Representative of the Recipient responsible for the

administration of this Agreement is:

Ronald Plummer PO Box 5879 Winter Park, FL 32793 Telephone: 407-836-9140 Fax: 407-737-2489 Email: Ron.Plummer@ocfl.net

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

3. TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

4. EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

5. MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

6. SCOPE OF WORK

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work/Deliverables of this Agreement.

7. PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2016 and shall end on June 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

B. In accordance with Rule 27P-19.010(10), Florida Administrative Code, allowable costs "shall be determined in accordance with applicable Federal Office of Management and Budget Circulars." Therefore, 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards," shall apply to this Agreement.

C. This is a cost-reimbursement Agreement, subject to the availability of funds.

D. In accordance with Rule 27P-19.010(4), Florida Administrative Code, the Division will reimburse the Recipient on a quarterly basis.

E. The Division will reimburse the Recipient only for allowable costs incurred during the successful completion of required tasks outlined in attachment titled: Scope of Work/Deliverables. Allowable costs are listed in the attachment titled: Allowable Costs and Eligible Activities.

F. The maximum reimbursement amount for the entirety of this Agreement is **\$115,806.00**. However, the amount of reimbursement is limited as follows:

(1) Quarter 1 - no more than 70% of maximum reimbursement amount for this

Agreement;

(2) Quarter 2 – an amount that, when combined with the Quarter 1 reimbursement, does not exceed 80% of maximum reimbursement amount for this Agreement;

(3) Quarter 3 – an amount that, when combined with the Quarter 1 and Quarter2 reimbursements, does not exceed 90% of maximum reimbursement amount for this Agreement.

G. Consistent with 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

H. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against the allowable costs outlined in this agreement and required deliverables.

I. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Recipient "relate financial data to performance accomplishments of the award."

J. The Division will reimburse the Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Recipient seeks reimbursement for overtime expenses for periods when no work is performed (such as a collective barging agreement) due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Recipient-employee agreement, or an established policy of the Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

(1) They are provided under established written leave policies;

4

(2) The costs are equitably allocated to all related activities, including grant

awards; and,

(3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the Recipient.

K. The Division will reimburse the Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Recipient must provide documentation that:

(1) The costs do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and,

(2) Participation of the individual in the travel is necessary to the award.

L. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

M. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

9. RECORDS

A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <u>http://dos.myflorida.com/library-archives/records-management/general-records-schedules/</u>.

C. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

E. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program

6

costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work/Deliverables and all other applicable laws and regulations.

10. <u>AUDITS</u>

A. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are "those accounting principles generally accepted in the United States of America, as defined by the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1000 *The Hierarchy of Generally Accepted Accounting Principles.*" As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

B. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are "those audit standards set forth in the publication *Government Auditing Standards* issued by the Comptroller General of the United States." As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

C. As defined by section 215.97(2)(a), Florida Statutes, the term "audit threshold" means "the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with" the Florida Single Audit Act. The current audit threshold is \$750,000.

D. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, "[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with" the requirements of the Florida Single Audit Act and in accordance with "additional requirements established in rules of the Department of Financial Services and rules of the Auditor General." In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

E. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall

state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

F. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, then the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

G. If the Recipient expends less than \$750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

H. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with "one copy of each financial reporting package prepared in accordance with" the requirements of the Florida Single Audit Act.

I. As defined by section 215.97(2)(e), Florida Statutes, the term "financial reporting package" means the Recipient's "financial statements, Schedule of Expenditures of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on followup of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes" of the Florida Single Audit Act.

J. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

K. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient <u>directly</u> to each of the following:

(1) The Division of Emergency Management at the following addresses:

Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 OR

DEMSingle Audit@em.myflorida.com

(2) The Auditor General's Office at the following address:

Auditor General's Office Room 401, Claude Pepper Building 111 West Madison Street

Tallahassee, Florida 32399-1450

L. Additional information on the Florida Single Audit Act may be found at the following website: <u>https://apps.fldfs.com/fsaa/singleauditact.aspx</u>.

11. <u>REPORTS</u>

A. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

B. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

C. The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in paragraph 15 REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

E. The Recipient shall provide additional program updates or information that may be required by the Division.

F. The Recipient shall provide additional reports and information identified in attachment titled: Reports.

12. MONITORING

A. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in attachment titled: Scope of Work/Deliverables to this Agreement, and reported in the quarterly report.

B. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that

a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

13. LIABILITY

A. Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

14. DEFAULT

A. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph 15.

B. If any of the following occur, then the Division may make payments or partial payments without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(1) Any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(2) Material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(3) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

15. <u>REMEDIES</u>

A. If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph 2 above;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend payment of all or any part of a request for payment;

(4) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(5) Exercise any corrective or remedial actions, to include but not be limited to:

(a) Request additional information from the Recipient to determine the

reasons for or the extent of non-compliance or lack of performance;

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

(e) Exercise any other rights or remedies which may be available under

law.

B. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

16. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D. In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

17. PROCUREMENT

A. The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable state laws and regulations.

B. The Recipient shall maintain records sufficient to detail the history of any procurement. These records will include, but are not necessarily limited to the following:

(1) Rationale for the method of procurement;

- (2) Selection of contract type;
- (3) Contractor selection or rejection; and,
- (4) The basis for the contract price.

C. The Recipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within three (3) business days. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that

subcontract.

F. The Recipient agrees to include in any subcontract the following:

(1) The subcontractor is bound by the terms of this Agreement;

(2) The subcontractor is bound by all applicable state and federal laws and regulations; and,

(3) The subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

H. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do

business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated

companies;

(4) Execute noncompetitive contracts to consultants that are on retainer

contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an

equivalent;

(7) Specify a brand name product instead of describing the performance,

specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

(8) Engage in any arbitrary action during the procurement process; or,

(9) Allow a vendor to bid on a contract if that bidder was involved with

developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

I. The Recipient shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with section 287.057(1)(a), Florida Statutes.

K. The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

18. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- C. This Agreement has the following attachments:
 - (1) Exhibit 1 Funding Sources
 - (2) Attachment A Program Budget
 - (3) Attachment B Scope of Work / Deliverables
 - (4) Attachment C Allowable Cost and Eligible Activities
 - (5) Attachment D Reports
 - (6) Attachment E Program Statutes, Regulations and Program Requirements
 - (7) Attachment F Justification of Advance Payment
 - (8) Attachment G Warranties and Representations
 - (9) Attachment H Certification Regarding Debarment
 - (10)Attachment I Reporting Forms

19. PAYMENTS

A. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account and any interest earned is excess funds and must be returned to the State or applied against what is owed. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as attachment titled: Justification of Advance Payment. Attachment titled: Justification of Advance Payment will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

B. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittel of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph 6 of this Agreement.

C. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division. All payments relating to the Agreement shall be mailed to the following address:

P.O. Box 5879 Winter Park, FL 32793

20. REPAYMENTS

A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management Cashier 2555 Shumard Oak Boulevard Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

21. MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

E. Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 21F(3) of this certification; and

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

G. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

H. In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

I. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

J. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

K. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

L. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

M. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

22. LOBBYING PROHIBITION

A. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

B. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

23. COPYRIGHT, PATENT AND TRADEMARK

A. EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

B. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

C. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable

material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

D. Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

E. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

24. LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: ORANGE COUNTY

By:_____

Name and title: <u>Teresa Jacobs, Mayor</u> Date:______ FID#: <u>59-6000773</u>

STATE OF FLORIDA DIVISION OF EMERGENCY MANGEMENT

By:_____

Name and Title: Jonathan Lord, Deputy Director

Date:_____

EXHIBIT - 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Division of Emergency Management Catalog of State Financial Assistance title: Emergency Management Programs Catalog of State Financial Assistance number: 31.063 \$115,806.00

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

Pursuant to Section 252.373, <u>Florida Statutes</u> and Rule Chapter 27P-19, <u>Florida Administrative</u> <u>Code.</u>

Eligible activities for these funds are limited to salaries and expenses relating to maintaining and enhancing county emergency management plans and programs. Eligible recipients for these funds are limited to the 67 Florida counties.

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Preparedness and Assistance Trust Fund is intended for use by the Recipient to perform eligible activities as identified in this agreement and programs that are consistent with State Rule Chapter 27P-6, <u>Florida Administrative Code</u> and Chapter 252, <u>Florida Statutes</u>).
- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted. If funds need to be moved in categories, send a revised Program Budget to your grant manager.

Grant	Recipient Agency	Category	Amount Allocated
FY 2016-2017 – Emergency Management Preparedness and Assistance Grant	ORANGE COUNTY	Organizational Expenditures	\$70,008.00
		Planning Expenditures	\$0.00
		Training Expenditures	\$0.00
		Exercise Expenditures	\$0.00
		Equipment Expenditures	\$30,284.00
		Management and Administration Expenditures (no greater than 5%)	\$5,514.00
Total /	ward	\$105,806.00	

The Emergency Management Accreditation Program (EMAP) will assess the County for compliance of the 64 Emergency Management Standards.			
EMAP Accreditation	\$10,000.00		
Total Agreement Amount	\$115,806.00		

Attachment B

Scope of Work / Deliverables

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is provided to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). EMPA Base Grant costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration**. Eligible activities are outlined in <u>Allowable Costs and Eligible Activities</u>. This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

By signing this Agreement, the Recipient certifies that it will use the award to enhance its Emergency Management Program.

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Procurement: All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in Chapter 287, Florida Statues and any local procurement policy (whichever is most stringent).

Piggy-backing: The practice of one agency using the procurement/agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods

or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract. Only piggy-back agreements that meet all requirements as outline in the Recipient shall be allowable.

At a minimum the County is to successfully complete the following tasks throughout the contract period to ensure compliance and coordination with the state emergency management. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Items will also be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to validate compliance. All back-up documentation listed below shall be uploaded to the Division's Sharepoint portal, <u>https://portal.floridadisaster.org</u>

Task(s):

- 24-7 Operations and Statewide Mutual Aid. The minimum acceptable standard for payment is to maintain a 24-7 operation. The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week. Monthly acknowledgement during the State Watch Office's monthly communication test from either NAWAS, EMNet Voice Manager, EMnet Message Manager, or via landline phone if the aforementioned systems are reported to the SWO as inoperable. Additionally, Recipients are required to participate in the Statewide Mutual Aid agreement (27P-19.006).
- 2. All Emergency Management personnel. Each quarter must provide Quarterly Tasks (Form 1B) to show you are able to maintain a minimum level of capability. Submit current EMAP accreditation certification OR for each emergency management position, provide certificates for the following training via SharePoint and/or SERT TRAC:
 - IS 100 Introduction to Incident Command System
 - IS 200 ICS for Single Resources and Initial Action Incidents
 - IS 700 National Incident Management Systems (NIMS)
 - IS 800 National Response Framework
- 3. Local Budget Match At a minimum in order to ensure compliance with Rule 27P-19.011, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, <u>Florida Statutes</u>, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

The Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or no later than November 15, 2016. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than 45 days after the county budget is approved.

- 4. <u>Coordination and Collaboration</u> Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
 - A) Need to attend at least three events below and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2016 June 30, 2017):
 - Quarterly Regional Coordination Meetings submittal of agenda is NOT required
 - Current Issues in Emergency Management (CIEM) submittal of certification is NOT required
 - Florida Governor's Hurricane Conference or National Hurricane Conference
 - Florida Emergency Preparedness Association Annual Meeting
 - Florida Emergency Preparedness Association Mid-Year Work Session
 - Local Mitigation Strategy (LMS) Workshops
 - Professional Development Conferences & Training
 - B) Designate a local emergency management stakeholder advisory committee that meets at least annually to provide input program preparation, implementation, evaluation and revision. Agenda(s) and sign-in sheet(s) should be uploaded to the Division's SharePoint portal, <u>https://portal.floridadisaster.org</u> during this contract period (July 1, 2016 – June 30, 2017).
 - C) County must develop and maintain a multi-year strategic plan in coordination with their local emergency management stakeholder advisory committee. Plans must be uploaded to the Division's SharePoint portal, <u>https://portal.floridadisaster.org</u> during this contract period (July 1, 2016 – June 30, 2017).
- <u>Exercise</u> To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2016 – June 30, 2017), the county must:
 - A) <u>Participate in the annual Statewide Hurricane Exercise</u>: Within 90 days of completion submit an After Action Report (AAR) to include an Improvement Plan and roster of participant and participate in at least one (1) conference call. This documentation must be distributed to the local stakeholders and uploaded to the Division's SharePoint portal, <u>https://portal.floridadisaster.org</u>; and
 - B) For all exercises not conducted by the State: Within 90 days of completion submit an After Action Report (AAR) to include an Improvement Plan and roster of participants. This documentation must be distributed to the local stakeholders and uploaded to the Division's SharePoint portal, <u>https://portal.floridadisaster.org</u>.
- <u>Geographical Information</u> Emergency services data must be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's SharePoint portal, <u>https://portal.floridadisaster.org</u>. Updates and corrections must be provided to the Division's GeoSpatial Information Systems (GIS) section on or before April 15, 2017. This must include:
 - A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations must be reviewed and updated as needed.
 - B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested must include: facility name, facility type, physical address, and USNG coordinates <u>OR</u> Latitude/Longitude in decimal degrees (only one or the other is required).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted.
 Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the SharePoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes since the last agreement period, a statement of "no change" must be submitted via the SharePoint portal.
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed.
- 7. Logistics The County must maintain a comprehensive Logistics Management program that continually improves their capacity and capability to meet local emergency management needs and involves pre-disaster, systematic identification of total resource requirements, asset availabilities and shortfalls that will require outside assistance, for non-catastrophic, recurring events. From this analysis the county must identify local resources (business, NGO, local municipalities) that address emergency needs, and develop local agreements and contracts for goods and services to the extent possible. The following must be uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org, no later than June 1, 2017.
 - A) An updated County Logistics strategy/plan that is consistent with recommended guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355 of 2006).
 - B) The strategy/plan must also include, but is not limited to the following:
 - County Logistics Section organization and partners
 - Mission Management Process of identifying necessary resources (people/teams, locations/facilities, equipment and commodities; and how the county accesses and dispatches those resources (Contracts, MOU's, Mutual Aid, State Assistance, Federal Assistance)
 - County Government Emergency Fuel Strategy
 - How the County coordinates with private business and industry in meeting emergency community resource needs
 - List of local vendors, with which the County has a Memorandum of Agreements or contracts that will provide resources in an emergency (Can be an Annex to the Plan and need only be updated every three years)
 - Location, survey forms and attributes information for County Logistical Staging Areas (Can be an Annex to the Plan and need only be updated every three years)
 - Location and attribute information for County Points of Distribution (POD) sites and Comfort Stations (Can be an Annex to the Plan and need only be updated every three years)
- Shelter Survey and Retrofit Program In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following must be uploaded to the Division's SharePoint portal, <u>https://portal.floridadisaster.org</u> no later than May 1, 2017. All information must be verified by the county.
 - A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)

- B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
- C) Develop and submit a strategy to ensure that by June 1, 2017, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements must be provided.
- D) Develop and submit a strategy to ensure that by June 1, 2017, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2016 Statewide Emergency Shelter Plan (January 31, 2016). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
- E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
- F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's SharePoint Portal.

9. EMAP -- Emergency Management Accreditation Program

Assessors from the Emergency Management Accreditation Program assessed Orange County Emergency Management program and found it compliant of all 64 standards of the Emergency Management Standard. The assessment standards include such categories as Program Management, Laws and Authorities, Prevention and Security, Facilities, Crisis Communications, Public Education, Operations and Procedures, Training, Exercises and Evaluations and Corrective Action.

The EMAP accreditation procedure is a voluntary national process for local, state, private and non-profit emergency management programs. The programs are accredited for a term of five years and must report ongoing compliance to all national standards annually.

EMAP encompasses all aspects of emergency management and is certified by the American National Standards Institute (ANSI). It was developed by emergency management professionals to have a measurable evaluation system, nationally recognized standards, comprehensive programmatic framework and self-and peer-review.

County is to provide the following to receive \$10,000.00 for receiving EMAP accreditation:

- Invoice for \$10,000.00 on County Letterhead to process payment
- County Annual Report
- Confirmation of Receipt Memo from EMAP

Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

Financial Consequence

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

Attachment C

Allowable Cost and Eligible Activities

I. Categories and Eligible Costs

FY2016-2017 allowable costs are divided into the following categories: organizational, planning, training, exercise, equipment, and management and administration.

Eligible cost are those direct costs in the following categories.

A. Organization

EMPA Program funds may be used for all emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPA program funds.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget.

Mandatory Training Requirements for Emergency Management employees

All Emergency Management personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. The Quarterly Tasks from is due every quarter with your quarterly financial report. This is to identify all employees, the completion of the required training (or working towards completion) during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Salary and Benefits
- Expenses
- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)

- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Software and upgrades
- Publications and Training Materials
- Postage
- · Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- · Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
 - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division.
 Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

B. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM program area. Funds may not be reimbursed for any plans that are not approved.

Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

- Emergency Management/Operation Plans
- Communications Plans
- Continuity/Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Evacuation planning
- Recovery Planning
- Credentialing and Validation

C. Training

Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <u>http://www.fema.gov/exercise</u>. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

Allowable training-related costs include the following:

Funds Used to Develop, Deliver, and Evaluate Training. This includes costs related to
administering the training: planning, scheduling, facilities, materials and supplies, reproduction of

materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state.
- Certification/Recertification of Instructors. Costs associated with the certification and recertification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

D. Exercises

Allowable exercise-related costs include:

- Funds Used to Design, Develop, Conduct and Evaluate an Exercise. This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- *Implementation of HSEEP.* This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

Eligible items include but not limited to:

- · Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Management Operations
 Center
- Shelving for storage of Emergency Management equipment
- Vehicles for Emergency Management Program (prior approval required)
- Repairs to the County Emergency Management Operations Center
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators

Recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Indirect Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414.

II. Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes must be submitted for pre-approval. If Recipient chooses to contract any work, the services must be approved by the Division prior to execution of contract. Contractual agreements should include language that clearly establishes tasks in the scope of work, have quantifiable units of deliverables, have minimum level of service and financial consequences. Services should have prior

review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not preapproved by the Division.

III. Maintenance and Service Agreements:

Timeframes for Maintenance and Service contracts are at the discretion of the county. However, reimbursement can only be claimed for services provided within the current Agreement period. These contracts cannot be rolled over from year to year. The procurement process must be repeated once the contract period ends and all renewals have been exhausted.

IV. Construction and Renovation

Construction and renovation projects are allowable under the EMPA Program. Written approval must be provided by the State prior to the use of any program funds for construction or renovation.

V. Eligibility Requirements:

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Attachment D

Reports

Recipient must provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be found on the Division internet site.

A. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.

(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)

- Organizational Activities: Includes salaries, fringe benefits and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits. Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or subcontractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). <u>Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".</u>
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or subcontractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or subcontractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.

- Equipment Acquisition Costs: Copies of Invoices/receipts and canceled checks or general ledger for proof of payment.
- Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/<u>payroll registries</u>).
- For travel and conferences related to EMPA activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for
- dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
- If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- B. The Quarterly Tasks form is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) during the agreement period.
- C. In order to ensure compliance with Rule 27P-19.011, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or no later than November 15, 2016. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than 45 days after the county budget is approved.
- D. In a format provided by the Division, a proposed staffing summary must be submitted by November 15, 2016. Also, each funded county emergency management position description must be submitted to the Division no later than November 15, 2016.
- E. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.
- F. The final close-out report is due forty-five (45) days after termination of this Agreement. Any requests received after August 15, 2017, at the discretion of the Division, may not be reimbursed from this Agreement.

180

Attachment E

Program Statutes, Regulations and Program Requirements

Program Statutes

- 1. Chapter 252, Florida Statutes
- 2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
- 3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) <u>NAWAS</u>

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U.S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, <u>Florida Administrative Code</u>, Chapter 252, <u>Florida Statutes</u>, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), <u>Florida Administrative Code</u>.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel <u>only</u> if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor, (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat or (3) the Division may consider additional request. The request would need <u>prior approval</u> from Department of Financial Services and the Division. For more information, ask your grant manager.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, <u>Florida Statutes</u>.

Attachment F

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

] ADVANCE REQUESTED

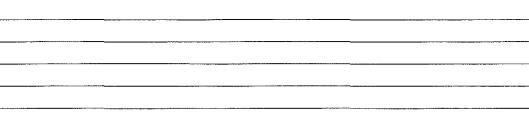
Advance payment of \$______ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS	2020 Anticipated Expenditures for First Three Months of
(list applicable line items)	Contract
For example	
ADMINISTRATIVE COSTS	
(Include Secondary Administration.)	
For example	
PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)



Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

27P-19.010 (9) The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

ų

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, ______, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: Signature	Recipient's Name	
Name and Title	DEM Contract Number	
Street Address	Project Number	
City, State, Zip		

Date

Attachment I Reporting Forms

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT

Quarterly Financial Report (Form 1):

1. These reports <u>must be</u> completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.

Quarterly Financial Report (Form 1A), Quarterly Tasks (Form 1B) and Detail of Claims (Form 2 and 3):

- 1. These forms are to be submitted quarterly.
- 2. Complete Quarterly Financial Report (Form 1A) by entering all information needed for reimbursement.
- 3. Complete Quarterly Tasks (Form 1B). This form has quarterly information for EMPA and EMPG agreements. This is to track tasks that are completed for the agreement period and quarters.
- 4. The Detail of Claims form must accompany the Quarterly Reports.
- 5. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
- 6. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT 2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100 Attn: (Contract Manager's name)

Local Budget Match Requirement - (Form 3):

- 1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
- 2. This form is to be completed and sent when the Local County Budget is approved or no later than November 15, 2016. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). If the County's current budget is lower than the last year or the average of the last three previous year the county is required to request a Waiver no later than 45 days after the county budget is approved.
- 3. This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.

Staffing Detail - (Form 4):

- 1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state. federal, etc. This form is **due November 15, 2016**.
- 2. Along with the staffing detail provide position descriptions for any EMPA and EMPG funded staff.

Close Out Report - (Form 5):

- 1. Close Out Reports are due forty-five (45) days after the contract end date.
- 2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

- 1. Recipients must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
- Recipients should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the Recipient during the grant period. <u>Documentation of expenditures against the program will be reviewed and verified upon</u> <u>receipt by DEM staff.</u> Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
- 3. In order to document hours worked on the program by permanent or temporary staff, the Recipient may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
- 4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections.

EXPENDITURE CATEGORY DEFINITIONS

1. SALARY AND BENEFITS:

- The cash compensation for services rendered by a regular employee in an established position for a specific period of time.
- 2. OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):

The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

3. EXPENSES:

The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

4. OPERATING CAPITAL OUTLAY:

Equipment, fixtures and other tangible personal property of a non-consumable nature and has a normal expected life of one year or more.

5. FIXED CAPITAL OUTLAY:

Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT http://www.floridadisaster.org/grants/index.htm OR NOTIFY YOUR CONTRACT MANAGER

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT

QUARTERLY FINANCIAL REPORT Form 1A

Recipient: County Name:	Claim #
Address:	(Select the quarter of submission)
	QUARTERLY REPORTING DUE DATES
	July 1 – September 30 – Due no later than October 31
Point of Contact:	October 1 December 31 Due no later Ihan January 31
Telephone #:	January 1 – March 31 – Due no later than April 30
AGREEMENT #	April 1 - June 30 – Due no later than July 31

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Organizational Costs				
2. Planning Costs				
3. Training Costs			· · · · · · · · · · · · · · · · · · ·	
4. Exercise Costs				
5. Equipment Costs				
6. Management and Administration Costs (limited to 5% of the total award)				
EMAP (if applicable)				
TOTAL	· · · · · · · · · · · · · · · · · · ·			

TOTAL AMOUNT TO BE PAID ON THIS INVOICE \$0.00

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed:

Recipient Contract Manager or Financial Officer

Date

QUARTERLY STATUS REPORT

This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPA (State) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT BASE GRANTS COUNTY Quarterly Tasks FORM 1B FY 2016-2017

							Re	quir	ed b	y El	MPA	and	IEN	iPG						F	lequ	ired	by I	EMP		
EMPA / EMPG - All Emergency Management Personnel	EMPA	EMPG	N	IIMS	1S 1	00	Ν	ims	IS 2	200	N	IMS	IS 7	00	N	IMS	IS E	00		Profe Develo Se				Emer negen		y Basi
Name & Position Title			QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	ORT 4
										L .	.	Į						{								
	I I	ļ		I							[L	ļ		ļ		L		.	ļ		ļ	<u>[</u>	\square		
	Ш	<u> </u>		<u> </u>				<u> </u>	ļ		<u> </u>	 	 		I	 	ļ		 	L	\square	\vdash		\square	<u> </u>	┢
· · · · · · · · · · · · · · · · · · ·	-	_		-				<u> </u>				<u> </u>	<u> </u>			<u> </u>	<u> </u>		_	╞	<u> </u>	_	⊢	\vdash	<u> </u>	┢
		-	-	-	<u> </u>					┢──	⊢	-	┣		╞──	-			\vdash	┝	\vdash	⊢	⊢	┝		┉
	╢──	┿						-		-	╞──	-					-					┢─	-			┢╍
	╫	┼─		┼──				$\left \right $	\vdash		⊢		┣			<u> </u>	┢	\vdash				⊢			⊢	┢
	╢──	+	┢──	┢				 			┢		┣						1	 	<u> </u>			<u> </u>		┢
	╫──	╆━	┢──	╆				1	<u> </u>			<u> </u>	┼──	-	\vdash		<u> </u>		 	<u> </u>				\vdash	┢──	┢
	1		1	1			1		1				<u> </u>	-					1	┢		\vdash				┢─
	1					<u> </u>	1	1	1	1			<u> </u>		<u> </u>	1						\square				t
	11	1		1	—			1			1		—										1			t
	1	1		1	[~ ~~~									1	1	1			T				r—			Γ
EMPA					2.]		ORT	4		RT	2		RT												
24-7 Operational and Mutual Aid Participation (all grts	·····					1	F		1	\vdash		~	<u> </u>	41/1	3	┢─`		-								
Local Budget Match (due by 2nd grt)	/					1	\vdash																			
Coordination and Collaboration attend at least 3 even 6/30/17)	ts (3	per i	7/1/1	6-									-													
Local EM Stakeholder Advisory Committee (1 per 7/1.	16-6/	/30/1	17)				L .																			
Develop & Maintain Multi-Year Stragic Plan (1 per 7/1.	16-6/	/30/1	7)																							
Statewide Hurricane Exercise (4th grt)													ļ			Ļ										
Exercises not conducted by the state (7/1/16-6/30/17)													<u> </u>			<u> </u>										
GIS (due by 4th qrt)							ļ						<u> </u>			 										
Logistics (due by 4th qrt - annex update every 3 years)						ļ					•••••	ļ			 										
Shelter Survey & Retrofit Program (due by 4th ort)													[-										
If applicable, EMAP (7/1/16-6/30/17)							l			<u> </u>			İ			1										
EMPG							• (RT	1	Ċ	I RT	2	C	DRT	3	0	QRT	4								
Proposed Match Plan (due by 1st grt)							<u> </u>									-										
EMPG funded positions only Exercises (3 per 7/1/16-0	5/30/1	17)											L			1										

Regional TEP (1 per 7/1/16-6/30/17) MYTEP (due by 4th grt)

NIMS (due by 2nd grt)

EMPG Exercise(s) 3 per agreement year									
EMPG Exercise(s) 3 per agreement year Name & Position Title	Date	Description of Exercise							
	1								
	1								
	1								
	1								

I hereby certify that the above is true and valid in accordance with this Agreement.

Name and Title:

Date:

DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM - EMPA BASE GRANT 2.-5. DETAIL OF CLAIMS Form 2

CATEGORY

(Please use one form per category. Pick from the below 1-6)

- 1. Organizational Expenditures
 - 2. Planning Expenditures
 - 3. Training Expenditures
 - 4. Exercise Expenditures
- 5. Equipment Expenditures

6. Management and Administration Expenditures (limited to 5% of the total award)

Claim Number: ____

to

Costs Incurred During the Period of:

Briefly Describe Services Provided for EM Vendor Date Received / Date Paid Check Amount Date of Services Number Total 3 \$0.00

19

County:

DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM - EMPA BASE GRANT DETAIL OF CLAIMS Form 2 (if applicable)

ORGANIZATIONAL / SALARIES AND BENEFITS COSTS

192

County

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

Costs Incurred During the Period of: _____to ____Claim Number: ____ Name of Employees Salary \$ Charged Fringe Benefits \$ Job Title % of Time Charged to this Grant Charged to to this Grant this Grant TOTALS \$0.00 \$0.00 Total Salaries and Benefits Charged to this Grant ဖ \$0.00 N

DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT LOCAL BUDGET MATCH REQUIREMENT

Form 3

County	2016-2017 LOCAL (10/1/16-9/30/17)	2015-2016 LOCAL (10/1/15-9/30/16)	2014-2015 LOCAL (10/1/14-9/30/15)	2013-2014 LOCAL (10/1/13-9/30/14)	years		Reduction in County Budget (%) Based on 3 year average	(%) Based on Previous Year		
					\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

This form is to be completed and sent when the Local County Budget is approved or no later than November 15, 2016. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). If the County's current budget is lower than the last year or the avaerage of the last three previous year the county is required to request a Waiver no later than 45 days after the county budget is approved.

27P-19.011 Match Requirements.

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency.[®] Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief financial officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget, budget detail regarding all individual items of the County Emergency Management Agency budget, budget detail regarding all individual items of the County Emergency Management Agency budget is of match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

hereby certify that the above match requirments have been met in accordance with this Agreement and Rule.



The County did not meet the match requirement. Attached is the County's Waiver request.

Signed

OR.

Chief Financial Officer or Budget Director

Name & Title

Date

DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT

County

STAFFING DETAIL Form 4 FY 2016-2017 COUNTY EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES & BENEFITS

				LOCAL		STATE/FEDERAL						
Name & Position Title [1]	Approx. # of Hrs./Week Devoted to EM Activities [2]	Total Salaries & Benefits \$	% County General Fund (Local) _[4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	% EMPG Base Grant (Federal) [7]	% Hazardous Materials Planning Grant (State) [8]	% Other State or Federal Funds [9]	% Total All Funds [10]			
			na na na na na na na na na na na na na n									

DIRECTIONS:

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.

2. Complete column 2 for each position.

3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.

4. In columns 4-9, provide the funding distribution (%) in each applicable column for amounts in column 3.

5. Column 10 is the sum of columns 4 through 9 and must equal 100%.

Due November 15, 2016

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the

By Category - Total Contract Expenditures Agreement.

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT CLOSE-OUT REPORT Form 5

DIVISION OF EMERGENCY MANAGEMENT

Recipient _____

Address

Cost Categories

Salary and Benefits

Services Expenses

(Equipment) Fixed Capital Outlay

Other Personal/Contractual

Operating Capital Outlay

EMAP (if applicable)

Total

City and State

Agreement No.

Agreement Amount

Agreement Period

Payments Received Under this Agreement (Include any advanced funds and final requested payment)

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		\$0.00

Agreement Amount

Minus Total Payments

(Including final requested funds – Line 7)

Unspent balance

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to: Cashier, Division of Emergency Management Mail To: Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, Attn: (contract manager)

\$0.00

I hereby certify that the above costs are true and valid costs incurred in

Signed

Chief Financial Officer or Budget Director

Name & Title Date anciar Officer of Dudget Director

FOR DEM USE: Signed

DEM Grant Manager

Name & Title Date



FIRE RESCUE DEPAR' OTTO DROZD, III Fire Chief, EFO, CFO 6590 Amory Court Winter Park FL 32792 407-836-9112 • FAX 407-836-9106 Otto.Drozd@ocfl.net

TO:

Mayor Teresa Jacobs -AND-Board of County Commissioners

THROUGH: George A. Ralls, M.D. Deputy County Administrator

FROM:

Otto Drozd, III, Fire Chief

CONTACT PERSON: Ron Plummer, Manager, OEM PHONE NUMBER: 407-836-9026

SUBJECT:August 23, 2016 - Consent Agenda ItemEmergency Management Performance Grant (EMPG)Contract Number: 17-FG- -06-58-01-122

The State of Florida Division of Emergency Management has awarded Orange County a grant in the amount of \$229,795. These funds will be available beginning July 1, 2016 through June 30, 2017.

This grant will permit Orange County to continue preparing for threats and hazards and to enhance its Plans and Programs as specified by United States Department of Homeland Security.

Local funds will be used to match this grant. Current funding allocated and budgeted for emergency management operations is adequate and eligible to serve as a dollar for dollar match.

ACTION REQUESTED: Approval and execution of Federally-Funded Subaward and Grant Agreement Contract Number: 17-FG- -06-58-01-122 between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2016-2017 in the amount of \$229,795. A match in the amount of \$229,795 is required.

OD/atk

Attachments

C: Ajit Lalchandani, County Administrator

Contract Number: 17-FG- -06-58-01-122

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Orange County
Sub-Recipient's unique entity identifier (DUNS):	064797251
Federal Award Identification Number (FAIN):	P-04-04-0
Federal Award Date:	
Subaward Period of Performance Start and End Date:	<u>July 1, 2016 – June 30, 2017</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$229,795.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient	
by the pass-through entity to include this Agreement:	\$249,795.00
Total Amount of the Federal Award committed to the Sub-Recipient	
by the pass-through entity:	<u>\$15,712,687</u>
Federal award project description (see FFATA):	
Name of Federal awarding agency:	The Department of Homeland
	Security (DHS)
Name of pass-through entity:	Florida Division of Emergency
	Management
Contact information for the pass-through entity:	2555 Shumard Oak Boulevard
	Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.042
Whether the award is Research & Development:	<u>No (N/A)</u>
Indirect cost rate for the Federal award:	26.21%

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Orange County**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules and regulations, including those identified in attachment titled: Program Statutes and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant-Manager for the Division shall:

i. Monitor, verify and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

Teresa A. Warner 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Telephone: 850-922-1637 Fax: 850-488-7842 Email: Teresa.warner@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Ronald Plummer P.O. Box 5879 Winter Park, FL 32793 Telephone: 407-836-9140 Fax: 407-737-2489 Email: ron.plummer@ocfl.net

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Program Budget and Scope of Work/Deliverables of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2016 and shall end on June 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred during the successful completion of required tasks outlined in attachment titled: Scope of Work/Deliverables. Allowable costs are listed in the attachment titled: Allowable Costs and Eligible Activities.

d. The maximum reimbursement amount for the entirety of this Agreement is **\$229,795.00** However, the amount of reimbursement is limited as follows:

i. Quarter 1 – no more than 70% of maximum reimbursement amount for this

ii. Quarter 2 – an amount that, when combined with the Quarter 1 reimbursement, does not exceed 80% of maximum reimbursement amount for this Agreement;

Agreement;

iii. Quarter 3 – an amount that, when combined with the Quarter 1 and Quarter2 reimbursements, does not exceed 90% of maximum reimbursement amount for this Agreement.

e. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

f. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against the allowable costs outlined in this agreement and required deliverables.

g. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation---personal services") and 2 C.F.R. §200.431 ("Compensation---fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed (such as a collective barging agreement) due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal

5

awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

i. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

Participation of the individual in the travel is necessary to the Federal award.
 j. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

k. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall have the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient

which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of <u>three</u> (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other

forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

a. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work/Deliverables and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle Audit@em.myflorida.com

<u>OR</u> Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle Audit@em.myflorida.com

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(12)<u>REPORTS</u>

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in attachment titled: Reports.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in attachment titled: Scope of Work/Deliverables to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)<u>DEFAULT</u>.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen

(15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

II. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

	ί.	Place unreasonable requirements on firms in order for them to qualify to do
business;		
	ü.	Require unnecessary experience or excessive bonding:

iii. Use noncompetitive pricing practices between firms or between affiliated

companies;

iv. Execute noncompetitive contracts to consultants that are on retainer

contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an

equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with

developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

I. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
 - i. Exhibit 1 Funding Sources
 - ii. Attachment A Program Budget
 - iii. Attachment B Scope of Work / Deliverables
 - iv. Attachment C Allowable Cost and Eligible Activities
 - v. Attachment D Reports
 - vi. Attachment E Program Statutes and Regulations
 - vii. Attachment F Justification of Advance Payment
 - viii. Attachment G Warranties and Representations
 - ix. Attachment H Certification Regarding Debarment
 - x. Attachment I Statement of Assurances
 - xi. Attachment J Mandatory Contract Provisions
 - xii. Attachment K Reporting Forms

(20)<u>PAYMENTS</u>

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statues. All advances are required to be held in an interestbearing account and any interest earned is excess funds and must be returned to the State or applied against what is owed. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as attachment titled: Justification of Advance Payment. Attachment titled: Justification of Advance Payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. The final Invoice shall be submitted within forty-five (45 days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittel of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

All payments relating to the Agreement shall be mailed to the following address:

P.O. Box 5879 Winter Park, FL 32793

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the

requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 <u>et seq.</u>), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable

material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States. b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, Ioan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract,

then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, <u>when economically feasible</u>, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, <u>where the requirement permits</u>, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, <u>as appropriate</u>, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out <u>and</u> <u>document</u> the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as attachment titled: Statement of Assurances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: ORANGE COUNTY

By:_____ Name and title: <u>Teresa Jacobs, Mayor</u> Date:_____ FID# <u>59-6000773</u>

STATE OF FLORIDA DIVISION OF EMERGENCY MANGEMENT

By:_____

Name and Title: Jonathan Lord, Deputy Director

Date:_____

EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management Agency Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant # 97.042

Award amount: \$ 229,795.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):

Sub-Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Notice of Funding Opportunity, Fiscal Year 2016 Emergency Management Performance Grant Program.

2. Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources:

Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in Notice of Funding Opportunity (NOFO), Fiscal Year 2016 EMPG, Appendix B – FY 2016 EMPG Funding Guidelines and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- Below is a general budget which outlines eligible categories and their allocation under this award.
- The transfer of funds between the categories listed in the Program Budget is permitted. If funds need to be moved in categories, send a revised Program Budget to your grant manager.

Grant	Sub-Recipient Agency	Category	Amount Allocated
		Organizational Expenditures	\$48,789.00
FY 2016 – Emergency Management Performance	ORANGE COUNTY	Planning Expenditures	\$36,171.00
Grants Program		Training Expenditures	\$18,500.00
		Exercise Expenditures	\$15,000.00
		Equipment Expenditures	\$100,353.00
		Management and Administration Expenditures (no greater than 5%)	\$10,982.00
Total J	\ward	\$229,795.00	

Attachment B

Scope of Work / Deliverables

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Notice of Funding Opportunity (NOFO), Fiscal Year 2016 EMPG, Appendix B – FY 2016 EMPG Funding Guidelines. EMPG Program Guidance, FY2016 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration**. Eligible activities are outlined in <u>Allowable Costs and Eligible</u> <u>Activities</u>. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds.

Monitoring: Monitoring will be accomplished through desk-based reviews, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the Sub-Recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Procurement: All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Piggy-backing: The practice of one agency using the procurement/agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for

a broader or materially different contract. Only piggy-back agreements that meet all requirements as outline in the Sub-Recipient shall be allowable.

At a minimum the County is to successfully complete the following tasks throughout the contract period to ensure compliance and coordination with the state emergency management. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Items will also be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to validate compliance. All back-up documentation listed below shall be uploaded to the Division's Sharepoint portal, <u>https://portal.floridadisaster.org</u>

Task(s):

- 1. **24-7 Operations.** The minimum acceptable standard for payment is to maintain a 24-7 operation. The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week.
- 2. Proposed Match Plan (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.
- 3. All Emergency Management personnel. Each quarter must provide Quarterly Tasks (Form 1B) to show you are able to maintain a minimum level of capability. Submit current EMAP accreditation certification OR for <u>each</u> emergency management position, provide certificates for the following training via SharePoint and/or SERT TRAC:
 - IS 100 Introduction to Incident Command System
 - IS 200 ICS for Single Resources and Initial Action Incidents
 - IS 700 National Incident Management Systems (NIMS)
 - IS 800 National Response Framework
- EMPG Funding Positions Only <u>Training and Exercise</u> To ensure that each county emergency management agency is in compliance with EMPG Guidance, <u>each EMPG funded position</u> during this contract period (July 1, 2016 – June 30, 2017) <u>MUST</u> provide the following items.
 - County Emergency Management employee(s) should participate in no less than three (3) exercises within the 12 month Agreement period
 - Submit an After Action Report (AAR) for each exercise conducted by the Sub-Recipient and/or
 provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in
 each exercise not conducted by the Sub-Recipient
 - Complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.
- <u>National Incident Management System (NIMS)</u> The Sub-Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than *December*

1st. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).

- 6. <u>Coordination and Collaboration</u> Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
 - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda and a copy of the sign in sheets or certificate to show participation during this contract period (July 1, 2016 – June 30, 2017)
- Multi-Year Training and Exercise Plan (MYTEP) Sub-Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than June 1st.

Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

Financial Consequence

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

Attachment C

Allowable Cost and Eligible Activities

I. Categories and Eligible Activities

The 2016 EMPG Funding Guidance allowable costs are divided into the following categories: organizational, planning, training, exercise, equipment, and management and administration.

Allowable Costs

A. Organization

Per the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Sub-Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

Mandatory Training and Exercise Requirements for EMPG funded employees only

All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

The Quarterly Tasks (Form 1B) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the completion of the required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- · Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- · Travel to/from meetings and conferences related to emergency management
- · Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
 - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division.
 Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
 - Major repairs to the County Emergency Operations Center
 - Central Heat/Air
 - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
 - Security Improvements (i.e. Cameras and equipment to operate)
 - Generators and Installation (Need prior EHP approval)

B. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities.

Some examples include:

- Emergency Management/Operation Plans
- Communications Plans
- Continuity/Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Evacuation planning
- Recovery Planning
- Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation

C. Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <u>http://www.fema.gov/exercise</u>. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/training-0.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at <u>http://www.fema.gov/nims-doctrine-supporting-guides-tools</u>.

Professional Development Series courses include:

- IS-120.a An Introduction to Exercises
- IS-230.d Fundamentals of Emergency Management
- IS-235.b Emergency Planning
- IS-240.b Leadership and Influence
- IS-241.b Decision Making and Problem Solving
- IS-242.b Effective Communication
- IS-244.b Developing and Managing Volunteers

To ensure the professional development of the emergency management workforce, the Sub-Recipients must ensure a routine capabilities assessment is accomplished and a TEP is developed and implemented.

For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy: <u>http://www.fema.gov/media-library-</u> <u>data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+</u> <u>13.pdf</u>.

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training

· Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- Funds Used to Develop, Deliver, and Evaluate Training. This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- Certification/Recertification of Instructors. Costs associated with the certification and recertification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

D. Exercises

All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

Allowable exercise-related costs include:

- Funds Used to Design, Develop, Conduct and Evaluate an Exercise. This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local

government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- Supplies. Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- *Implementation of HSEEP.* This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- Other Items. These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <u>https://www.fema.gov/authorized-equipment-list</u>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Controlled Equipment

Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Controlled Equipment List*, information regarding the *Controlled Equipment Request Form*, and a description of the specific requirements for acquiring controlled equipment with DHS/FEMA grant funds. For additional information on controlled equipment refer to

Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<u>https://www.qpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf</u>), and the Recommendations Pursuant to Executive Order 13688

(https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems(https://www.whitehouse.gov/the-press-office/2015/02/15/presidential-memorandum-

promoting-economic-competitiveness-while-safegua), issued February 20, 2015.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Indirect Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

II. Construction and Renovation

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number 1660-0124 (http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf) to their Regional EMPG Program Manager for review. Additionally, Sub-Recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. § 10.8, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to applete and to a submit all completed and completed EHP review packets should be sent to applete the province of the period of performance.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website:

http://www.dol.gov/compliance/laws/comp-dbra.htm.

III. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (<u>http://www.fema.gov/grant-programs-directorate-information-builetins</u>) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <u>http://www.fema.gov/media-library/assets/documents/32474</u>.

Unallowable Costs

- Prohibited Equipment: Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407 Use of Grant Funds for Controlled Equipment for the complete Prohibited Equipment List. For additional information on Prohibited Equipment see Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<u>https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf</u>), and the Recommendations Pursuant to Executive Order 13688(<u>https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wq_final_report_final.pd_f</u>).
- Expenditures for weapons systems and ammunition

- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- · Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

IV. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grantsfunded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project, FEMA will not fund projects that are initiated without the required EHP review. Additionally, all Sub-Recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance (http://www.fema.gov/media-library-data/1421336453304d48abd61f8b2a35d2bad325ae49ae531/FP1080231 Environmental Planning Historic Preservation Policy.pdf), and FP 108.24.4, Environmental Planning and Historical Preservation Policy (http://www.fema.gov/media-library-data/1388411752234-6ddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPAReview.pdf)

EHP Technical Assistance, including the EHP Screening Form, can be found at (<u>http://www.fema.gov/media-library-data/20130726-1806-25045-</u>2839/gpd_ehp_screening_form_omb_1660_0115_june_2011.pdf)

V. Other Conditions

Vehicles

Written approval from the Director of the Division must be obtained prior to the purchase of any
motor vehicle with funds provided under this Agreement. In the absence of such approval, the
Division has no obligation to honor such reimbursement request. Any trade-in or resale funds
received relating to any vehicle purchased under this subgrant is program income and must be
applied toward the Sub-Recipient's EMPG Base Grant expenditures.

Food and beverages

 Food and beverages may be purchased for Emergency Management personnel and other personnel <u>only</u> if the Sub-Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor, (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat or (3) the Division may consider additional request. The request would need <u>prior</u> <u>approval</u> from Department of Financial Services and the Division. For more information, ask your grant manager.

Attachment D

Reports

Sub-Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be found on the Division internet site.

A. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

The Sub-Recipient shall provide the Division with <u>full</u> support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Sub-Recipient.

(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)

- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/<u>payroll registries</u>). Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or subcontractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or subcontractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or subcontractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Equipment Acquisition Costs: Copies of Invoices/receipts and canceled checks or general ledger for proof of payment. AEL# for each purchase (if applicable).
- Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).

- For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
- If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- B. The Quarterly Tasks Form is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.
- C. Proposed Match Plan (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.
- D. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.
- E. The final Close Out report is due forty-five (45) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

Attachment E

Program Statutes and Regulations

- 1. Age Discrimination Act of 1975 42 U.S.C. § 6101 et seq.
- 2. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3. Chapter 473, Florida Statutes
- 4. Chapter 215, Florida Statutes
- 5. Chapter 252, Florida Statutes
- 6. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 et seq.
- 7. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
- 8. Copyright notice 17 U.S.C. §§ 401 or 402
- 9. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10. Debarment and Suspension Executive Orders 12549 and 12689
- 11. Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
- 12. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13. Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17. Lobbying Prohibitions 31 U.S.C. § 1352
- 18. Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
- 19. Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20. Terrorist Financing Executive Order 13224
- 21. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 et seq.
- 22. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23. Rehabilitation Act of 1973 Section 504, .29 U.S.C. § 794
- 24. USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25. Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. 4712, and 10 U.S.C. §
- 26. 2324, 41 U.S.C. § § 4304 and 4310
- 27. 53 Federal Register 8034
- 28. Rule Chapters 27P-6, 27P-11 , and 27P-19, Florida Administrative Code
- 29. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 30. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply

Attachment F

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[] ADVANCE REQUESTED

Advance payment of \$_______ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS	2020 Anticipated Expenditures for First Three Months			
(list applicable line items)	of Contract			
For example				
ADMINISTRATIVE COSTS				
(Include Secondary Administration.)				
For example				
PROGRAM EXPENSES				
TOTAL EXPENSES				

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)



Ś

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

27P-19.010 (9) The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-Recipient, ______, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Sub-Recipient's Name
DEM Contract Number
Project Number

Attachment I

Statement of Assurances

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of Ioan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance Ioan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and

Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3149). When required by Foderal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal ontitites must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3149) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the provailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contractors on Public Building or Public Work Financed in Whole or in Part by Leans or Grants from the United Extens"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repart of public work, to give up any part of the compensation to incord violations to the Federal and States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing. We appendent of the compensation to award a contractor or sub-recipient must be prohibited from inducing. We appendent the construction completion, or repart of public work, to give up any part of the compensation to which he or she is otherwise entited. The non-Federal entity must report all suspected or reported violations to the Federal availing agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3709). Where applicable, all contracts awarded by the non-Pederal entity in excess of \$100,000 that involve the omployment of mechanics or laborers must include a provision for complance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CPR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week (18 permissible provided that the worker is compensated at a rate of not less than one and a half times the basis of a standard work week (18 permissible provided that the worker is compensated at a rate of not less than one and a half times the basis rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to working conditions which are unsanitary, hazardous or dangerous. These requirements of apply to the purchases of supplies of the supplicable to the purchases of supplies of the supplice the requirements of the supermission of the supermission of the supermenter or mechanic must be required to work in surroundings or under working conditions which are unsanitary.

Pt. 200, App. II

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of partics, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agreency. (G) Clean Air Act (42 U.S.C. 7461-76714, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and cuburgents of arcsens to furgers.

(G) Clean Air Act (42 U.S.C. 7401-76716), and the Federal Water Pollution Control Act (33 U.S.C. 1231-1387). as amended—Contracts and subgrants of amounts in excess of \$150,000must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-76716) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Issued in conservation Act (42 U.S.C. 620). (1) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 190 that implement Executive Orders 12549 (3 CFR Part 1996 Comp., p. 189) and 12689 (3 CFR Part 1996 Comp., p. 189) and 12689 (3 CFR Part 1996 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared meligible under statutory or regulatory authority other than Executive Order 12549.

ecutive Order 12549. (J) Byrd Anti-Lobbying Amendment (3) U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each ther certifies to the tier above that it will not and has not used Nederal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a momber of Congress, orfficer or employee of amember of Congress in connection with obtaining any Federal contract, grant or any

195

Pt. 200, App. III

other award covered by 31 U.S.C. 1352, Each other award covered by 31 U.S.C. 1352. Each ther must also disclose any lobbying with non-Federal funds that takes place in con-nection with obtaining any Federal award. Such disclosures are forwarded from ther to ther up to the non-Federal award. (K) See \$200.322 Procurement of recovered

materials

APPENDIX III TO PART 200-INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINA-TION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institu-tional activity, See subsection B.I. Defini-tion of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research. other sponsored activities and other institutional activities as defined in this section:

a. Instruction means the teaching and training activities of an institution. Except for research training as provided in sub-section b. this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or scharate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) Sponsored instruction and training means specific instruction and relating activity es-tablished by grant, contract, or cooperative agreement. For purposes of the cost prin-ciples, this activity may be considered a major function even though an institution's accounting treatment may include it in the

(2) Departmental research means research, dovelopment and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. Organized research means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

2 CFR Ch. II (1~1-14 Edition)

(1) Sponsored research means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activi-ties are not included in the instruction function.

(2) University research means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be com-bined with sponsored research under the function of organized research.

c. Other sponsored activities means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than in-struction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. Other institutional activities means all ac-tivities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost ac-tivities identified in this Appendix paragraph B. Identification and assignment of indirect (P&A) costs: and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activi-ties, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria (or Distribution

a. Base period. A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the dis tribution of costs, b. Need for cost groupings. The overall ob-

jective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B. Identification and assignment of indirect (F&A) costs, to

196

Attachment K

Reporting Forms

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

Quarterly Financial Report (Form 1):

1. These reports <u>must be</u> completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.

Quarterly Financial Report (Form 1A), Quarterly Tasks (Form 1B) and Detail of Claims (Form 2):

- 1. These forms are to be submitted quarterly.
- 2. Complete Quarterly Financial Report (Form 1A) by entering all information needed for reimbursement.
- 3. Complete Quarterly Tasks (Form 1B). This form has quarterly information for EMPA and EMPG agreements. This is to track tasks that are completed for the agreement period and quarters.
- 2. The Detail of Claims form must accompany the Quarterly Financial Report.
- 3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
- 4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT 2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100 Attn: (Contract Manager's name)

2016 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA). Requirements for EMPG funded personnel detail on Form 1B

- 1. All EMPG funded personnel shall participate in three exercises of any type (e.g. Drills, Tabletop Exercises, Functional), within a 12-month period.
- 2. All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

Proposed Match Plan - (Form 3):

- 1. This form is **due with the signed agreement** and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided.
- Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement.
- 3. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.

Close Out Report - (Form 4):

- Close Out Reports are due forty-five (45) days after the contract end date. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).
- 2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

- 1. Sub-Recipients must maintain documentation of expenditures for a minimum period of three years following the close of project/program operations unless audits require a longer period of time.
- 2. Sub-Recipients should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the Sub-Recipient during the grant period. <u>Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff.</u> Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
- 3. In order to document hours worked on the program by permanent or temporary staff, the Sub-Recipient may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
- 4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections.

IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT http://www.floridadisaster.org/grants/index.htm OR NOTIFY YOUR CONTRACT MANAGER

DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT QUARTERLY FINANCIAL REPORT

FORM 1A

Sub-Recipient: County Name:	Claim #
Address:	(Select the quarter of submission)
	QUARTERLY REPORTING DUE DATES
	July 1 - September 30 - Due no later than October 31
Point of Contact:	October 1 – December 31 - Due no later than January 31
Telephone #:	January 1 – March 31 - Due no later than April 30
AGREEMENT #	April 1 - June 30 – Due no later than July 31

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Organizational Costs				
2. Planning Costs				
3. Training Costs				
4. Exercise Costs				
5. Equipment Costs				
6. Management and Administration Costs				
(limited to 5% of the total award)				
TOTAL				

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

\$0.00

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed:

Sub-Recipient Contract Manager or Financial Officer

Date

QUARTERLY STATUS REPORT This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPG (Federal) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT BASE GRANTS _____COUNTY Quarterly Tasks FORM 1B FY 2016-2017

Ť	20	16-20	17		

							Re	quin	ed b	y El	MPA	and	i EM	PG						F	kequ	ired	by E	MP	G	
EMPA / EMPG - All Emergency Management Personnel	EMPA	EMPG	N	IMS	1S 1	00	N	IMS	IS 2	200	N	IMS	IS 7	00	N	MS	IS 8	100		Piofe Devel Se				Nati men agon Acad	genc ient E	Basic
Name & Position Title			QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	ORT 4	ORT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	ORT 1	QRT 2	QRT 3	
		1			ļ	<u> </u>	_		I	<u> </u>										 	ļ					\vdash
	<u> </u>			<u> </u>					-	-	 							\vdash		1	_					-
			 		-		 						-		_				<u> </u>	-	┢					
			⊢	1		-	-	┣─	-								-	\vdash	· · · ·							
				-			┢	<u> </u>	┢──		· · ·							\square		╆┯						┢──
			-	<u> </u>			<u> </u>	<u> </u>	1-			1					1			-					-	<u> </u>
		Í			[†	1		\vdash					-			t-n		1		ł			-	
								<u> </u>				1														
			L			<u> </u>	L		<u> </u>				ļ					Ì		ļ	<u> </u>					ļ
		ļ	L		<u> </u>	Ļ	ļ	<u> </u>	L	<u> </u>			ļ				 		I			ļ				L
		<u> </u>	[(<u> </u>	[[<u> </u>	[←	_⊣				 	\vdash	1	Ļ	1					
		1			<u> </u>	1					I								4	ł	i					
EMPA	1.5			2.13			0	DRT	1	(QRT	2	C	RT	3	്ര	RT	4								
24-7 Operational and Mutual Aid Participation (all grts)]																				
Local Budget Match (due by 2nd grt)]																				
Coordination and Collaboration attend at least 3 events 6/30/17)	(3 p	oer 7	//1/1	6-																						
Local EM Stakeholder Advisory Committee (1 per 7/1/1										<u> </u>			<u> </u>													
Develop & Maintain Multi-Year Stragic Plan (1 per 7/1/1	6-6/	30/1	7)			4							<u> </u>													
Statewide Hurricane Exercise (4th qrt)						4				ļ			<u> </u>													
Exercises not conducted by the state (7/1/16-6/30/17)						-				 			┣													
GIS (due by 4th grt)						-	<u> </u>			+			┣_													
Logistics (due by 4th qrt - annex update every 3 years) Shetter Survey & Retrofit Program (due by 4th qrt)										\vdash			┼──													
If applicable, EMAP (7/1/16-6/30/17)			<u> </u>				⊢						<u> </u>													
EMPG					·	4		DRT	1		DRT	2	<u> c</u>	RT	3	Ċ	RT	4								
Proposed Match Plan (due by 1st grt)										-			ļ													
EMPG funded positions only Exercises (3 per 7/1/16-6/	30/1	7)	~~~~~			{							┣													
NIMS (due by 2nd qrt)	<u> </u>					{				 			–													
Regional TEP (1 per 7/1/16-6/30/17)							\vdash			+			┣													
MYTEP (due by 4th grt)						1	<u> </u>			1																

EMPG Exercise(s) 3 per agreement year

Name & Position Title	Date	Description of Exercise
······	-11	
		·····
1994/1997/1997		
······································		
······································		

I hereby certify that the above is true and valid in accordance with this Agreement.

Name and Title:

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

DETAIL OF CLAIMS FORM 2

CATEGORY # _____

(Please use one form per category. Pick from the below 1-6)

1. Organizational Expenditures

2. Planning Expenditures

3. Training Expenditures

4. Exercise Expenditures

5. Equipment Expenditures

6. Management and Administration Expenditures

(limited to 5% of the total award)

County:	Costs Incurred During the Period of:		to		Claim Number:		
Vendor	Briefly Describe Services Provided for EM	Date Received / Date of Services	Date Paid	Check Number	Amount	AEL# (if applicable)	* Identify if Capital Outlay
	······································						
						······································	
			1 				
	· · · · · · · · · · · · · · · · · · ·						
					······································		
					<u> </u>		
				Total	\$0.00		

* Operating Capital Outlay (OCO) - an appropriation category for the purchase of equipment, fixtures and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one (1) year or more, and hardback bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more.

125 0 0

DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT DETAIL OF CLAIMS

Form 2 (if applicable)

ORGANIZATIONAL / SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County	Costs Incurred During the Period of:		_to	Claim Number:		
Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Gran		
West (1)						
<u>.</u>						
	·····					
<u> </u>						
		TOTALS	\$0.00			
) 1	Total Salarie	es and Benefits C	harged to this Grant	\$0.0		

~

DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT ORANGE COUNTY Proposed Match Plan EMPG Form 3 FY 2016-2017

This form is **due with the signed agreement** and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided.

Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non federal match below.

Funding Source	Describe how the County plans to meet the match	Amount
2016-2017 EMPG Obligation		\$229,795.00
EMPA		\$115,806.00
Local (General Revenue)	County General Funds (FY16)	\$707,718.00
Local (Other Local)	County Healthcare Facility Review Funds (FY16)	\$82,947.00
Other Non-Federal	Hazards Analysis Site Visit grant (FY16-17)	\$24,811.00
Total		\$931,282.00

The total should be equal to or greater than your EMPG obligation.

I hereby certify that the above funds reflect the way the county anticipates meeting match requirements in accordance with this Agreement.

Signed

-	Sub-Recipient Contract Manager or Financial Officer
Name & Title	
Date	

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

CLOSE-OUT REPORT

FORM 4

This form should be completed and submitted to the Division no later than forty-five (45) days after the termin	ation date of the
Agreement.	

Sub-Recipient

Address

By Category - Total Contract Expenditures

City and State

Cost Categories 1. Organizational Activities

5. Equipment Acquisition Costs

Total

2. Planning Activities

Training Costs
 Exercise Costs

6. Management and Administration Costs Agreement No.____

Agreement Amount

Agreement Period

Payments Received Under this Agreement (Include any advanced funds and final requested payment)

	_	
	Date	Amount
	1	
	2	
	3	
	4	
	5	
	6	
Totai	7	\$0.00

Agreement Amount

Minus Total Payments

(Including final requested funds – Line 7)

Unspent balance

 Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

 MATCH
 EMPA
 LOCAL (General Revenue)
 LOCAL (other)
 OTHER NON-FEDERAL

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

\$0.00

Make checks payable to: Cashier, Division of Emergency Management

Mail To: Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred and that the match requirements have been met in accordance with this Agreement. FOR DEM USE:

Reconciliation and verification of EMPG funds

Signed		Signed	
	Chief Financial Officer or Finance Director		DEM Grant Manager
Name & Title		Name & Title	
Date		Date	



FIRE RESCUE DEPA

OTTO DROZD, III Fire Chief, EFO, CFO 6590 Amory Court Winter Park FL 32792 407-836-9112 • FAX 407-836-9106 Otto.Drozd@ocfl.net

то:	Mayor Teresa Jacobs -AND-
	Board of County Commissioners
THROUGH:	George A. Ralls, M.D. Deputy County Administrator
FROM:	Otto Drozd III, Fire Chief Fire Rescue Department

I. CONSENT AGENDA FIRE RESCUE

DEPARTMENT

3

CONTACT PERSON: Ron Plummer, Manager, OEM PHONE NUMBER: 407-836-9026

SUBJECT:August 23, 2016 – Consent Agenda ItemState-Funded Subgrant AgreementContract Number: 17-CP-11-06-58-01-XXX

The State of Florida Division of Emergency Management has awarded Orange County a grant in the amount of \$26,112 as a fixed fee to conduct the Hazards Analysis for Hazardous Materials Facilities Data for Orange County. These funds will be awarded as the contract deliverables are met.

This grant will require the Orange County Office of Emergency Management to conduct site visits for facilities that store Extremely Hazardous Substances, as reported to the State of Florida Division of Emergency Management. This information is gathered in accordance with Title III of the Super Fund Amendments and Reauthorization Act of 1986 and the Florida Emergency Planning Community Right-to-Know Act (EPCRA), Florida Statutes, Chapter 252, Part II. The County will analyze the facility's vulnerability by a possible hazardous material release in order to provide first responders with a planning tool for their use. The County will collect this information and provide it to the State as outlined in the grant Scope of Work (Attachment A).

There is no requirement to match the allocation with County funds.

ACTION REQUESTED: Approval and execution of State-Funded Subgrant Agreement Contract Number: 17-CP-11-06-58-01-XXX, between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2016-2017 in the amount of \$26,112. There is no match required.

OD/atk

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and <u>Orange County</u>, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or July 1, 2016, whichever is later, and shall end June 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) <u>RECORDKEEPING</u>

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a

period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, <u>Fla. Stat.</u>, it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, <u>Fla. Stat.</u>; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial

assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), <u>Fla. Stat.</u> This includes submission of a reporting package as defined by Section 215.97(2)(e), <u>Fla. Stat.</u> and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, <u>Fla. Stat</u>, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, <u>Fla. Stat</u>, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the nonstate from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

https://apps.fldfs.com/fsaa/singleauditact.aspx.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient <u>directly</u> to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management

Office of Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

OR

DEMSingle_Audit@em.myflorida.com

The Auditor General's Office at the following address:

Auditor General's Office Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450 4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with 2 C.F.R. Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, <u>Fla.</u> <u>Stat.</u> by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, <u>Fla. Stat</u>. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) <u>REPORTS</u>

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) <u>LIABILITY</u>

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, <u>Fla.</u> <u>Stat.</u>, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, <u>Fla. Stat.</u>, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, <u>Fla. Stat.</u> Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) <u>REMEDIES</u>

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in

6

this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, <u>Fla. Stat.</u>, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Paul Wotherspoon 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Telephone: 850-413-9913, Cell: 850-528-8975 Fax: 850-488-6250 Email: paul.wotherspoon@em.myflorida.com (c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Ronald Plummer P.O. Box 5879 Winter Park, FL 32793 Telephone: <u>407-836-9140</u> Fax: <u>407-737-2489</u> Email: <u>ron.plummer@ocfl.net</u>

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, <u>Fla. Stat.</u>

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:
Exhibit 1 - Funding Sources
Attachment A – Budget, Scope of Work, and Deliverables
Attachment B – Program Statutes and Regulations
Attachment C – 302 Facility List
Attachment D – Invoice
Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations Attachment G – Certification Regarding Debarment Attachment H -- Statement of Assurances Attachment I – Facility Checklist and CAMEO Guide Attachment J – Site Visit and Certification Form Attachment K – Statement of Determination Attachment L – Hazards Analysis Review Criteria

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement, in an amount not to exceed \$26,112.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), <u>Fla.Stat.</u>, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) <u>REPAYMENTS</u>

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management Cashier

Cashiel

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

In accordance with Section 215.34(2), <u>Fla. Stat.</u>, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 <u>et seq.</u>), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, <u>Fla. Stat.</u> or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, <u>Fla. Stat.</u>

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, <u>Fla. Stat.</u>, which the Recipient created or received under this Agreement.

(I) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, <u>Fla. Stat.</u>) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, <u>Fla. Stat.</u>

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as

Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Orange County

Ву:_____

Name and title: Teresa Jacobs, Mayor

Date:_____

FID# 59-6000773

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By:____

.

Name and Title: <u>Jonathan Lord, Deputy Director, Florida Division of Emergency Management</u> Date:

EXHIBIT – 1

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -

<u>\$ (amount)</u>

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: <u>Hazardous Materials Planning & Prevention Program</u> Catalog of State Financial Assistance number: <u>31.067</u>

\$<u>26,112.00</u> (amount)

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

List applicable compliance requirements as follows:

- 1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
- 2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
- 3. Etc.

State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

<u>Budget</u>

Subgrantee: Orange County Contract Number: 17-CP-11-06-58-01-XXX

1.	First Payment (45% of contract amount) (50% Hazards Analyses submitted and approved)	\$
2.	Second Payment (45% of contract amount) (50% Hazards Analyses submitted and approved)	\$
3.	Final Payment(10% of contract amount) (approval, distribution & notification)	\$
	TOTAL AMOUNT	\$

Attachment A DELIVERABLES AND PERFORMANCE

Deliverable #	Deliverables	PERFORMANCE Deliverables Minimum Performance Price		Financial Consequences
1	Within 30 days of receipt of the executed contract submit electronically, 3 sample CAMEO hazard analyses chosen from facilities identified in Attachment C. Must be in compliance with Section C of the Scope of Work. DEM will review the sample and provide constructive feedback within 10 business days.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work.	No payment	
2	Not later than November 1, 2016 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files.	 Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries. 	45 % of Contract Amount	Payment will be reduced by \$110.00 per Facility with incorrect or incomplete CAMEO files after initial review.
3	Not later than March 1, 2017 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files.	 Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries. 	45 % of Contract Amount	Payment will be reduced by \$110.00 per Facility with incorrect or incomplete CAMEO files
4	1. Not later than May 15, 2017 provide completed Hazards Analysis (CAMEO File) to the Local Emergency Planning Committee and provide DEM with transmittal. Notify first responders and Attachment C facilities of the availability of the file. Provide DEM with transmittal.	 Provide a complete correct copy of the approved hazards analysis file (Completed CAMEO file in compliance with Section C, Scope of Work) to the Local Emergency Planning Committee (LEPC) and provide the Division with a copy of the transmittal letter. Notify all Attachment C facilities and first responders of the availability of the hazards analysis information, and make that information available upon request. Submit a copy of the notification to the Division. 	10% of the contract amount	Payment will not be made without required transmittal and notification letters/E- mails.

Attachment A SCOPE OF WORK

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the state level, the Florida Division of Emergency Management (DEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of DEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for state and federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of 28 Governor-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

At the district level, Regional Planning Councils (RPCs) each coordinate the activities of a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and/or transportation.

At the local level, each of Florida's 67 counties performs a hazards analysis (county may elect to contract to the RPC or qualified vendor). The county hazards analysis is used as input to the LEPC Emergency Response Plan for Hazardous Substances required under EPCRA and encompasses; identification of facilities and transportation routes of extremely hazards substances (EHS); description of emergency response procedures; designation of a community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient, can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The recipient shall update the hazards analysis for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment C that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined below for each facility listed in Attachment C. The primary guidance documents are Attachment I (Hazards Analysis Contract Checklist and CAMEOfm Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.
- C. Conduct an on-site visit at each Attachment C facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEOfm version 3.2 (download from): <u>http://www.epa.gov/cameo/cameo-software</u>. Each facility hazards analysis shall include, but is not limited to, the following items:
 - 1. Facility Information (CAMEOfm Facility Page)
 - (a) Enter the facility name (per Attachment C) in the Facility Name field.
 - (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.
 - (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.
 - (d) Enter the maximum number of occupants present at the facility at any given time in the Maximum Number of Occupants Fields on the ID and Regs tab. The Facility Manned tab must also be correctly checked. Select the correct check boxes indicating if the facility is subject to section 112r and/or section 302. (All facilities should be subject to 302 unless they submitted an SOD)
 - (e) Enter the Facility phone number in the Facility Phones tab field.
 - (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.
 - (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.
 - (h) Enter the route(s) used to exit the Threat Zone(s) in the notes tab of the Facility Page or link the facility to a Marplot map that graphically shows the evacuation routes. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method.
 - (i) Enter any past reportable releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include a copy of the Section 304 followup report submitted to the LEPC. If it is determined that a facility has not have an accident, that shall be noted.
 - 2. Hazard Identification (CAMEOfm Chemical in Inventory Page)
 - (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.

- (b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.
- (c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (this is the release amount used to determine the Vulnerable Zone).
- (d) Choose the appropriate description for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.
- (e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens either the CAMEO Chemicals program or website.)
- 3. Vulnerability Analysis (CAMEOfm Scenario Page)
 - (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.
 - (b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.
 - (c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
 - (1) Gases 10 minutes
 - (2) Powders or solids in solution 10 minutes
 - (3) Liquids No value shall be entered
 - (d) Enter the proper natural physical state of the chemical at room temperature in the physical state field. (as specified in CAMEO*fm* Chemicals)
 - (e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed. Alternate scenarios may also be entered.
 - (f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page (the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).
 - (g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, CAMEO*fm* will automatically estimate the extent of the threat zone that may cause injury or death to human populations following a release.
 - (h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the threat zone(s) or link the facility location to a Marplot map where the threat zone population may be estimated based on the most recently available Census dat.

This image must be available off-line if this alternative method is selected. A mapcapture from Marplot may be saved as an alternative method. If using this method upload the map data image to the **CAMEOfm** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Total Exposed Population can be found. Add the file name. (Example: Total Exposed Population: See Marplot map (name of map SERC#TEP)

- (i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the threat zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the threat zone(s), that shall be noted. An alternative method is to link the facility location to a Marplot map in which a critical facilities geographic shape filed has been loaded. Critical facilities files are available for downloading from the Florida Division of Emergency Management CAMEO data portal. If using this method upload the map data image to the CAMEOfm Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Critical Facility information can be found. Add the file name. (Example: Critical Facilities: See Marplot map (name of map SERC#CF)
- D. Supporting documentation in the form of Site Visit Certification Form, Statement of Determination or dated letter or email to the SERC, LEPC, and local fire department from the facility identifying the reason the EHS is no longer present shall be submitted to the Division with a list of the facilities for which a hazards analysis was not completed Section 302 site and need to be removed from the official list of Section 302 sites for which hazards analyses are conducted..
- E. On-Site Visits
 - Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis. If authorized by the Division, a new or alternate facility may be substituted for a site that has previously had a hazards analysis conducted. A change of facilities after the agreement is executed will require a modification agreement.
 - 2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment J) for each facility to the Division (file name must contain at minimum the SERC number if applicable and SV if SERC number is not available facility name and SV additional info allowed but not required). Add the site visit certification form to the Site Plan Tab of the CAMEOfm Facilities Page for each facility visited or contacted. Upload the site visit certification form to the Site Plan Tab of the CAMEOfm Facilities Page for each facility visited or contacted.
 - (a) On-Site visit exception for sulfuric acid (batteries), this exception does NOT apply to bulk storage of sulfuric acid.
 - (1) For facilities listed on Attachment C that report the presence of only sulfuric acid in batteries, an initial on-site visit is required and an on-site visit form (Attachment J) signed and dated by the facility representative and the Recipient shall be submitted to the Division.
 - (2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date and facility contact information. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous

21

substance above TPQ. Nothing additional is required to be changed or updated in CAMEO*fm* for Sulfuric Acid (Battery) Exemption facilities.

- (3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in batteries, subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit, complete all applicable CAMEOfm pages and tabs and submit a completed on-site visit form (Attachment J) to the Division.
- (4) A list of the facilities using the Sulfuric Acid (Battery) Exception must be included with deliverable submittals.
- 3. For each facility for which a hazard analysis is conducted, a site plan must be added to the site plan tab of the CAMEOfm Facilities Page. (file name must contain at minimum the SERC number if applicable and SP if SERC number is not available facility name and SP additional info allowed but not required) The site plan shall contain sufficient information to provide situational awareness and at a minimum include:
 - (a) Location of major building(s)
 - (b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.
 - (c) Name and location of street(s) in immediate vicinity, minimum of one cross street and street facility is located on.
 - (d) Identify pertinent access and egress point(s)
 - (e) Note any additional features pertinent to hazmat and medical response
- F. Ensure that the Hazards Analysis information is provided to the County for inclusion in the Local Mitigation Plan.

Attachment B

1

Program Statutes and Regulations

1. Emergency Planning and Community Right to Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA).

2. Florida Emergency Planning and Community Right to Know Act, Chapter 252, Part II, Florida Statutes.

SERC #	Facility Name / Address	County	EHS Chemical	Contact Number
3661	Air Products and Chemicals, Inc - Orlando 8300 Exchange Dr Orlando, 32809	Orange	Chlorine	Mark Sawaska 407-859-5141 x19
39384	A T & T - 37585 9701 South John Young Pkwy Orlando, 32809	Orange	Sulfuric Acid	Michael Perry 214-464-2626
3672	AT&T - 33222 45 N Magnolia Ave Orlando, 32801-2427	Orange	Sulfuric Acid	Sara Buford 904-614-5041
3681	AT&T - FL0102 1717 S Apopka Vineland Road Orlando, 32835-5806	Orange	Sulfuric Acid	Sara Buford 904-614-5041
28618	AT&T - FL4041 6031 S Rio Grande Ave Orlando, 32809	Orange	Sulfuric Acid	Sara Buford 904-614-5041
39382	A T & T - FLF170 8434 Kathleen Road Orlando, 32811	Orange	Sulfuric Acid	Michael Perry 214-464-2626
26181	AT&T - WNPKFLTL 131 Cole Ave Winterpark, 32789	Orange	Sulfuric Acid	Sara Buford 904-614-5041
3812	Alsco - Orlando 1213 South Division Avenue Orlando, 32805	Orange	Sulfuric Acid	Larry Martin 407-841-4661
35528	American Hotel Register - Orlando RDC 1750 Cypress Lake Drive Orlando, 32837	Orange	Sulfuric Acid	Jason Sparkman 407-888-3400
32189	Atlantic Net-Data Center 440 West Kennedy Boulevard, Suite 3 Orlando, 32810	Orange	Sulfuric Acid	Brett Haines 561-452-5787

	Battery USA Inc - Orlando 524 Mid Florida Drive - Unit 211 Orlando,32824	Orange	Sulfuric Acid	Craig Burrows 407-737-6695
36016	Bay Hill Club 9000 Bay Hill Blvd Orlando, 32819	Orange	Sulfuric Acid	Matt Beaver 407-872-2402
32055	Behr Process 7000 Kingspoint Pkwy Orlando, 32819-8594	Orange	Sulfuric Acid	Chris Rogan 407-354-1600
19850	BellSouth - 33223 5120 Silver Star Rd Orlando, 32808	Orange	Sulfuric Acid	Sara Buford 904-614-5041
22276	BellSouth - 33314 19544 E Colonial Dr Orlando, 32820	Orange	Sulfuric Acid	Sara Buford 904-614-5041
19828	BellSouth - 33332 6621 S Orange Ave Orlando, 32809	Orange	Sulfuric Acid	Sara Buford 904-614-5041
18932	BellSouth - 33337 2315 E Central Blvd Orlando, 32803	Orange	Sulfuric Acid	Sara Buford 904-614-5041
19852	BellSouth - 33361 4959 W Sand Lake Rd Orlando, 32819-9527	Orange	Sulfuric Acid	Sara Buford 904-614-5041
32041	Benjamin Moore and Company - Orlando 9592 Parksouth Court Orlando, 32837	Orange	Sulfuric Acid	Tom Shortlidge 407-468-2202
39377	Blue Line FoodService Distribution Inc 1090 Gills Drive Orlando, 32824	Orange	Ammonia (anhydrous)	Mike Klotz 407-851-9336
39409	Carroll's Tire Warehouse C17 6072 Cinderlane Parkway Orlando, 32810	Orange	Sulfuric Acid	Aaron Engi 561-234-8665

40007	Central Florida Cold Storage 1601 Atlanta Ave Orlando, 32806	Orange	Ammonia (anhydrous)	Tony Jacobs 850-232-8811
39410	Central Seafood6831 Narcoosee RoadOrlando32822	Orange	Sulfuric Acid	Tony Pollan 863-508-1057
	CenturyLink - Maitland FL Victoreen CO 350 N Maitland Ave Maitland, 32751	Orange	Sulfuric Acid	Stacey Austin 866-864-2255
	Century Link-Orlando FL METRO SMNI CO 200 E Robinson St Orlando, 32801	Orange	Sulfuric Acid	Stacey Austin 866-864-2255
15985	Century Link-Winter Garden FL CO/OFC 33 N Main St Winter Garden, 34787	Orange	Sulfuric Acid	Stacey Austin 866-864-2255
3673	Century Link-Winter Park FL CO/OFC 151 S New York Ave Winter Park, 32789	Orange	Sulfuric Acid	Stacey Austin 866-864-2255
6556	City of Cocoa - Claude H Dyal WTP 28400 State Road 520 Christmas, 32709	Orange	Ammonia (anhydrous)	William Howell 321-635-7772
13739	City of Orlando - Iron Bridge RWRF 601 Iron Bridge Circle Orlando, 32765	Orange	Chlorine	Anthony Shorter 407-830-6710
3712	City of Orlando-Water Conserv II-Water Reclamation 5420 L B McLeos Road Orlando, 32811	Orange	Chlorine	Steve Shelnutt 407-509-5597
3723	Coca Cola Refreshments USA, Inc-Apopka 2659 Orange Ave Apopka, 32703	Orange	Ammonia (anhydrous)	Randy Van Dyke 407-884-1087
6417	Coca Cola Refreshments USA, Inc- Orlando 2900 Mercy Drive Orlando, 32808	Orange	Ammonia (anhydrous)	Jason Reed 214-629-9234

394171	Coca Cola Refreshments USA Inc - Orlando Fulfillment Center 2544 East Landstreet Road ST#200 Orlando, 32824	Orange	Sulfuric Acid	Tim Phillips 904-228-2248
	Costco Wholesale (185) 3333 University Blvd Winter Park, 32792	Orange	Sulfuric Acid	Dale Anderson 425-313-8545
3706	Crown Food Packaging 851 East Maple Street Winter Garden, 34777	Orange	Sulfuric Acid	Steven Call 407-656-2224
	Crown Linen - Orlando 7491 Brokerage Drive Orlando, 32809-5623	Orange	Sulfuric Acid	Jim Porrett 407-516-9832
7953	CVS Distribution Center CVS 0880 8201 Chancellor Drive Orlando, 32809	Orange	Sulfuric Acid	Paul Lucot 401-770-7134
39436	Datamax O'Neil 4501 Parkway Commerce Blvd Orlando, 32808	Orange	Sulfuric Acid	Otis Ming 407-523-5521
30902	Deltacom-Orlando 201 South Orange Ave - Suite 750 Orlando, 32801	Orange	Sulfuric Acid	Rick Schwark 800-374-2350
29821	Deltacom-Orlando West 8248 Parkline Blvd - Suite 180 Orlando, 32809	Orange	Sulfuric Acid	Rick Schwark 800-374-2350
38264	Fairways Country Club-Kitson & Partners 14205 East Clonial Avenue or, 32826	Orange	Sulfuric Acid	Paul Estevez 561-624-4000
31233	FCA US LLC - Orlando PDC 10300 Boggy Creek Road Orlando, 32824	Orange	Sulfuric Acid	Dennis Buck 407-619-8629

29760	Fiskars Brands Inc, Garden & Outdoor Leisure - Apopka 3000 Orange Ave Apopka, 32703	Orange	Sulfuric Acid	Rick Ryback 608-628-4256
29375	Florida Distribution Company 3964 Shader Road or, 32808	Orange	Ammonia (anhydrous)	Mark Swan 407-473-2083
	Frito Lay - Orlando 2800 Silver Star Road Orlando, 32808	Orange	Sulfuric Acid	Rodney Hof 407-563-4629
	Frito Lay - Orlando Metro Warehouse 3033 Mercy Drive, Bldg 909-B Orlando, 32808	Orange	Sulfuric Acid	Rodney Hof 407-563-4629
8870	Giant Warehousing Inc 3090 Pennington Dr Orlando, 32804	Orange	Toluene-2,6-diisocyanate	Larry Dimit 407-293-1154
33781	Goya Foods - Orlando 10425 South Orange Ave Orlando, 32824-7718	Orange	Sulfuric Acid	Luis Benitez 786-229-1237
8895	Grand Cypress Orlando LLC 5 Equestrian Dr Orlando, 32836	Orange	Sulfuric Acid	Charles Drew 407-239-4700
36954	Grande Lakes Orlando 4040 Central Florida Pkwy Orlando, 32837	Orange	Sulfuric Acid	Jim Berry 321-231-9900
38730	HD Supply Construction Supply, Ltd (WC235) 3881 Old Winter Garden Road Orlando, 32805	Orange	Sulfuric Acid	Sheila Westerveld 407-852-2385
38925	Interline Brands, Inc Orlando 1930 Commerce Oak Ave Orlando, 34772	Orange	Sulfuric Acid	Jerrod Lynn 407-445-6407
7153	JBT Aerotech 7300 Presidents Dr Orlando, 32809-5620	Orange	Sulfuric Acid	Mark Sleigh 407-850-2870

38782	Kellogg Snacks - Orlando Distribution Center 2351 Investors Row Orlando, 32837	Orange	Sulfuric Acid	Stacey Stivers 407-852-6523
39463	Lennox Industries Inc 3001 Mercy Drive Orlando, 32808	Orange	Sulfuric Acid	Robert Brown 407-362-6652
28966	Level 3 Communications - Orlando - ORLFFL02 1319 S Division Ave Orlando, 32805	Orange	Sulfuric Acid	Payton Michael 720-888-4958
28172	Level 3 Communications - Orlando - ORLFFLEJ 380 S Lake Destiny Rd Orlando, 32810	Orange	Sulfuric Acid	Payton Michael 720-888-4958
39468	Level 3 Communications - Orlando - ORLFFLHX 7003 Presidents Drive Orlando, 32809	Orange	Sulfuric Acid	Payton Michael 720-888-4958
3797	Lockheed Martin - Missiles and Fire Control Orlando 5600 Sand Lake Road Orlando, 32819-8907	Orange	Sulfuric Acid	Jimmy Stewart 407-356-9518
29016	MBM, Inc. (DC55) 7401 Exchange Drive Orlando, 32809	Orange	Sulfuric Acid	Mike Green 407-857-3960
	MBM, Inc. (DC09) 4060 Dr. Love Road Orlando, 32810	Orange	Sulfuric Acid	Jim Chadwick 407-822-4500
	MCI-OLDOFL (FLOLDOFL) 69 W Concord St Orlando, 32801-1332	Orange	Sulfuric Acid	Jason Weller 800-386-9639
	MCI-ORLDFL (FLORLDFL) 201 S Orange Ave Ste 1450 Orlando, 32801-3413	Orange	Sulfuric Acid	Jason Weller 800-386-9639
	MCI-ORLLFL (FLORLLFL) 250 S Orange Ave FL 5 Orlando, 32801-3441	Orange	Sulfuric Acid	Jason Weller 800-386-9639

	MCI-ORVZFL (FLORVZFL) 440 Kennedy Blvd Ste 6 Orlando, 32810-6277	Orange	Sulfuric Acid	Jason Weller 800-386-9639
	McLane Food Service 2444 Tradeport Drive Orlando, 32824	Orange	Sulfuric Acid	Kathy Blyth 407-816-7695
38292	Metro West PCS GC 2100 South Hiawassee Road Orlando, 32835	Orange	Sulfuric Acid	Jim Kernohan 407-297-0051
5324	Mid Florida Freezer Warehouses Ltd 2560 North US Highway 441 Plymouth, 32768	Orange	Ammonia (anhydrous)	Bill Koeditz 407-886-7733
33045	Mondelez Global - Orlando Sales 1000 Mid Florida Drive Orlando, 32824	Orange	Sulfuric Acid	Anthony Jordan 407-438-6200
15451	Monterey Mushrooms Inc. 5949 Sadler Rd Zellwood, 32798	Orange	Chlorine	Byron Irmeger 407-366-6258
39438	New Cingular Wireless PCS LLC - Disney Main Headend - USID 134842 1050 Avenue of the Stars Orlando, 32836	Orange	Sulfuric Acid	Caroline Lammers 425-580-1548
39505	New Cingular Wireless PCS LLC - Swan and Dolphin Resort USID134778 1500 Epcot Resort Boulevard Lake Buena Vista, 32830	Orange	Sulfuric Acid	Michael Perry 214-464-2626
39512	New Cingular Wireless PCS LLC - UCF USID140753 4382 West Plaza Drive Orlando, 32816	Orange	Sulfuric Acid	Michael Perry 214-464-2626
33389	P J Food Service 9600 Delegates Drive Orlando, 32837	Orange	Sulfuric Acid	Kevin Cameron 407-455-3078

2016-2017

	Performance Food Service of Orlando 2901 Titan Row, Suite 136 Orlando, 32809	Orange	Sulfuric Acid	Levi Smith II 407-857-2440
	PETCO Animal Supply 501 Gills Drive Orlando, 32824	Orange	Sulfuric Acid	Obed Varela 858-677-3012
	Plant Food Systems - Production Facility 2827 Union St Zellwood, 32798	Orange	Sulfuric Acid	Trish Buffkin 352-589-1522
3875	Publix Super Markets -Orlando 1950 Sand Lake Road Orlando, 32809	Orange	Sulfuric Acid	Brenda Williams 863-688-7407 x55017
	Publix Super Markets - Orlando Refrigerated DC 7350 Hazeltine National Drive Orlando, 32822	Orange	Ammonia (anhydrous)	Tom Jones 407-850-1700
3889	Quirch Foods - Orlando Division 2292 Sand Lake Road Orlando, 32809	Orange	Ammonia (anhydrous)	Benjamin Martinez 407-494-8840
3857	Robertson Johnson Warehouses - Warehouse 2 2600 Shader Road Orlando, 32804	Orange	Methomyl	Thomas Johnson 407-843-7009
32758	Rosen Shingle Creek Golf and Resort 9937 Universal Blvd Orlando, 32819	Orange	Sulfuric Acid	Deedee Baggitt 407-966-2124
29662	Sam's Club #6212 7701 E. Colonial Dr Orlando, 32807	Orange	Sulfuric Acid	Justin Wilson 479-204-3517
29660	Sam's Club #6218 7810 West Colonial Drive Ocoee, 32818	Orange	Sulfuric Acid	Justin Wilson 479-204-3517
32541	Sears Logistics Services - # 45168 3825 Forsyth Rd Orlando, 32792	Orange	Sulfuric Acid	Robyn West 847-286-0037

285

03/23/2016

22775	Shaw Industries - Plant 51 RDC 2900 Titan Row Ste 100 Orlando, 32809	Orange	Sulfuric Acid	Stephen McElrath 407-923-0127
38709	Siemens Energy Inc - Fast Warehouse 6550 Hazeltine National Drive Orlando, 32822	Orange	Sulfuric Acid	Dusty Harmon 407-736-7410
	Sonoco Products 1854 Central Florida Pkwy Orlando, 32837	Orange	Sulfuric Acid	Michael Neff 407-851-5800
37870	Southeastern Container 3220 Vera Ave Orlando, 32808	Orange	Sulfuric Acid	Thomas Ledford 407-293-4400
1	Spice World 8101 President Drive Orlando, 32809	Orange	Sulfuric Acid	Lloyd Gabay 407-219-8113
25539	Sprint - Orlando, FL CDMA Switch 360 S. Lake Destiny Drive, Suite A Orlando, 32810	Orange	Sulfuric Acid	Cathy Stafford 321-280-2028
38162	Sunbelt Rentals PC # 012 1272 Jetport Drive Orlando, 32809	Orange	Sulfuric Acid	Mike Crouch 803-578-5912
	Sunbelt Rentals PC # 049 2015 South Directors Row Orlando, 32809	Orange	Sulfuric Acid	Mike Crouch 803-578-5912
	Sunbelt Rentals PC # 05 01081 9 Street Winter Park, 34787	Orange	Sulfuric Acid	Mike Crouch 803-578-5912
39503	Sunbelt Rentals PC # 777 3650 Bonnet Creek Road Orlando, 32830	Orange	Sulfuric Acid	Mike Crouch 803-578-5912
	T Mobile - Orlando 200 Telecom Dr Orlando, 32810	Orange	Sulfuric Acid	Shannon Reilly Kraus 425-383-5178

	Tanner Industries			Neal Schattauer
	2530 Vulcan Road	Orange	Ammonia (anhydrous)	407-295-8770
	Apopka, 32703			
J	Taylor Farms Florida	Orange	Sulfuric Acid	Matt Metz 407-859-3373
	7492 Chancellor Drive			
	Orlando, 32809			
	The Home Depot Store #0261	Orange	Sulfuric Acid	Margaret Sexton 770-433-8211 x82714
	7022 West Colonial Drive			
	Orlando, 32818			
	The Home Depot Store # 6331		Sulfuric Acid	Brian Abel 407-404-0471
1	350 North Alafaya Trail	Orange		
	Orlando,32828			
1	The Home Depot Store # 6349	Orange		Douglas Thacker 407-644-0461
	5351 Dimplomat Circle		Sulfuric Acid	
E	Orlando, 32810			
	The Home Depot Store # 6367	Orange	Sulfuric Acid	Linda Spreng 407-226-1066
	4403 Millenia Plaza Parkway Orlando,			
1	32839			
	Tire Kingdom Warehouse # 15	Orange	Sulfuric Acid	Aaron Engi 561-383-3000
	1001 Tradeport Drive			
	Orlando, 32824			
1	Toufayan Bakery of Florida	Orange	Sulfuric Acid	Steve Goldstein 407-295-2257
33746	3826 Bryn Mawr Street			
	Orlando,32808			
	Trademark Metals Recycling - Kaley	Orange	Sulfuric Acid	Amber Hill 813-597-4656
38816	317 West Kaley Ave			
	Orlando, 32806			
	Trademark Metals Recycling - Orlando Lockhart	Orange	Sulfuric Acid	Jay Johnson 321-263-6710
38507	7301 Overland Rd			
	Orlando, 32810			
	Trademark Metals Recycling - Landstreet	Orange	Sulfuric Acid	David Kilby 352-266-2822
	51 East Landstreet Road			
	Orlando, 32824			JJ <u>4</u> -200-4042

2016-2017

34830	U Pull and Pay Orlando 1157 Jet Stream Drive Orlando, 32824	Orange	Sulfuric Acid	Sixto Chaves 407-816-9696 x7169
39471	United States Postal Service - Orlando PDC 10401 Post Office Boulevard Orlando,32863	Orange	Sulfuric Acid	Jim Pleffner 407-850-6275
33762	United Stationers Supply - Orlando 2405 Commerce Park Blvd Orlando, 32819	Orange	Sulfuric Acid	Steve Valenz 404-732-5490
6999	Universal Orlando 1000 Universal Studios Plaza Orlando, 32819	Orange	Sulfuric Acid	Barbara DeWoody 407-363-8333
36435	Valassis Direct Mail-Orlando Branch 7651 Southland Boulevard Orlando, 32809	Orange	Sulfuric Acid	William Haynie 407-50 6 -2215
39519	Verizon Wireless - ATC Pine Castle 10301 Narcoossee Road Orlando,32832	Orange	Sulfuric Acid	Susan Calderon 908-626-6230
39520	Verizon Wireless - Disney Parks DAS 1100 Avenue of the Stars - Base StationEquipment Lake Buena Vista,32830	Orange	Sulfuric Acid	Susan Calderon 908-626-6230
39517	Verizon Wireless - Lake Nona West 12385 Lake Nona Gateway Road Orlando,32827	Orange	Sulfuric Acid	Susan Calderon 908-626-6230
32963	Verizon Wireless Orlando Switch Site (FL745495) 3503 Technological Ave Orlando, 32817	Orange	Sulfuric Acid	Susan Calderon 908-626-6230
	Victory Packaging 350 Gills Drive Orlando, 32824	Orange	Sulfuric Acid	Karen Ristau 713-961-3299
	Walgreen Co. Orlando FL - DC (04A) 2455 Premier Rd Orlando, 32809	Orange	Sulfuric Acid	Daniel Coughlin 847-527-4088

.

ATTACHMENT C - ORANGE COUNTY SECTION 302 FACILITY LIST

2016-2017

3907	Walt Disney World 2200 Village Services Trail Lake Buena Vista, 32830	Orange	Sulfuric Acid	Mike Mancini 407-827-5176
3912	Wheeled Coach Industries Inc 2737 North Forsyth Rd Winter Park, 32792	Orange	Sulfuric Acid	Anna Fullen 407-677-7777
25789	Wheeled Coach Industries Inc 2778 North Forsyth Rd Winter Park, 32792	Orange	Sulfuric Acid	Anna Fullen 407-677-7777
38249	Whirlpool Orlando 13201 S. Orange Ave Orlando, 32824	Orange	Sulfuric Acid	Don Setzer 407-812-0571
33701	Windstream - Paetec Orlando - Maitland 258 Southhall Lane - Suite 330 Maitland, 32751	Orange	Sulfuric Acid	Jim Hvisdas 407-581-1300
	Windstream Nuvox - Orlando Central Office 390 North Orange Ave Orlando, 32801	Orange	Sulfuric Acid	Tom Mitchell 407-835-0520
39526	Xerox Call Center - Orlando 2290 Premier Row Orlando,32809	Orange	Sulfuric Acid	David Pierro 407-926-2174

<u>Attachment D</u> FINANCIAL INVOICE FORM FOR HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: Orange County		AGREEMENT# <u>17-CP-11-06-58-01-XXX</u>				
		AMOUNT	AMOUNT APPROVED			
		REQUESTED BY THE RECIPIENT	BY THE DIVISION			
1.	First Payment (45% of contract amount) (50% Hazards Analyses submitted and appro	\$ oved)	\$			
2.	Second Payment (45% of contract amount) (50% Hazards Analyses submitted and appro	\$	\$			
3.	Final Payment(10% of contract amount) (approval, distribution & notification)	\$	\$			
	TOTAL AMOUNT	\$	\$			
			(To be completed by the Division)			

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

Signature of Authorized Official/Title

Date

TOTAL AMOUNT TO BE PAID AS OF	OTAL AMOUNT TO BE PAID AS OF	
-------------------------------	------------------------------	--

THIS INVOICE \$

(To be completed by the Division)

Attachment E JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[] ADVANCE REQUESTED

Advance payment of \$ ______ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS	2020 Anticipated Expenditures for First Three Months of
(list applicable line items)	Contract
For example	
ADMINISTRATIVE COSTS	
(Include Secondary Administration.)	
For example	
PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

291

<u>Attachment F</u> <u>Warranties and Representations</u>

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from Monday to Friday 8:00 AM - 5:00 PM.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

Certification Regarding Debarment, Suspension, Ineligibility

And Voluntary Exclusion

Subcontractor Covered Transactions

- The prospective subcontractor of the Recipient, ______, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
 transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By:_____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment H

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

5. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I Hazard Analysis Contract Checklist and CAMEOfm Guide

	Facility Name {per Attachment C} (Facility Page)
	Facility Physical Address (Facility Page)
	Latitude and Longitude in Decimal Degrees {ex. 30.197, -84.3621} (Map Data Tab on Facility Page)
	Facility Phone Number (Facility Phones Tab on Facility Page)
	Facility Emergency Coordinator Name, Title and 24-hour Emergency Phone Number (Contact Tab on Facility Page)
	Transportation Route(s) {From County Line to the Facility} (Notes Tab on Facility Page)
	Evacuation Route(s) to exit the Vulnerable Zone (Notes Tab on Facility Page)
	Historical Accident Record (If none, please note) (Notes Tab on Facility Page)
	Facility Maximum Occupancy {a minimum of one is required for unmanned facilities} (ID and Regs Codes Tab on facility Page)
	Select correct check boxes for facilities subject or not subject to section 112r or section 302 (ID and Regs Codes Tab on facility Page)
a	ard Identification (CAMEOfm Chemical in Inventory Page) (for each Extremely Hazardous Substance on site)
	Proper Chemical Name(s) (Chemical in Inventory Page(s))
	Chemical Abstract Service (CAS) Number (Chemical in Inventory Page(s))
	Physical State in Storage (ex. mixture, pure, liquid, gas) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Maximum Quantity On-site in Pounds (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Maximum amount in Largest Container or Interconnected Containers (Chemical in Inventory Page{s}, Physical State and Quantity
	Tab) {This figure will be used as the release amount to determine the vulnerable zone in the Scenario}
_	Type/Design, Pressure and Temperature of Container(s) {cylinder, battery, ambient etc.} (Chemical in Inventory Page{s}, Location Tab)
_	Nature of the Hazard (ex. acute, chronic, fire, pressure, etc.) Chemical in Inventory Page(s), Physical State and Quantity Tab)
ļ	nerability Analysis (CAMEOfm Scenario Page) (for each Extremely Hazardous Substance on site)
Ĩ	Enter maximum amount in largest container or interconnected containers in the Amount Released field (Scenario Description tab)
	{Must match the Chemical in Inventory Page, Physical State and Quantity Tab, maximum amount in largest container figure}
	Enter the concentration percentage in the Concentration field (Scenario Description tab)
	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) (Scenario Description tab
	Determine the natural Physical State of the chemical at room temp (specified in CAMEO Chemicals) and enter into the Physical State
	field (Scenario Description tab)
	Weather Information - Use the weather default settings or enter average wind speed (don't enter a value in the Wind From field) and
	Urban or Forest is recommended in the Ground Roughness field. (Scenario Description tab)
	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring {based upon release history & maintenance etc.
	(Scenario Description tab)
	Extent of Vulnerable Zone {CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius
ĺ	buttons are used) (Scenario Description tab)
	Enter estimate of Total Exposed Population (Notes Tab on Scenario Page(s))
	Enter Critical Facilities (name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities) (Notes Tab on Scenario Page(s
_	See scope of work for alternatives.
 n-	Site Visits (for each Facility and within the Contract Period)
T	Site Visit Certification Form (Attached to Site Plan Tab on Facility Page) (file name must contain at minimum the SERC number if
	applicable and SV - if SERC number is not available facility name and SV. If it's a telephone call for the sulfuric acid exception the nam
	of the facility rep spoken to and date of call must be noted on the form. Additional info allowed but not required.)
, b	Site Plan (Attached to Site Plan Tab on Facility Page) (file name must contain at minimum the SERC number if applicable and SP - if
	SERC number is not available the facility name and SP additional info allowed but not required.}
T	Sufficient Detail to Identify:
T	Location of Major Building(s)
1	Name and Location of Extremely Hazardous Substance(s) (if extremely hazardous materials are co-located, noting EHS is acceptable)
┫	Name and Location of Street(s) {At minimum street facility where facility is located and the nearest intersection or cross street.}
+	Identify Pertinent Access and Egress Points
	· · · · · · · · · · · · · · · · · · ·

Attachment J



FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

Facility Name (Please print)

Street Address, City & Zip Code (Please print)

County (Please print)

Name of Facility Representative (Please print)

Facility Representative Signature

Site Visit Performed by (Please print)

Signature

Site Visit Date

SERC ID #

Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Notes:

Check if facility representative was informed about using E-Plan (<u>https://erplan.net/eplan/login.htm</u>) for EPCRA on-line filing

Attachment K STATEMENT OF DETERMINATION

Facility Name		
Physical Address (Street only)		
City	County	LEPC District

I have determined that this facility is / is not subject to the following section(s) of EPCRA, Title III, for the reporting year(s) indicated (circle all applicable):

SECTION	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
302 / 303	Y/N	Y / N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	• Y / N	Y/N	Y/N
311 / 312	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
313	Y/N	Y/N	Y / N	Y / N	Y / N	Y/N	Y/N	Y / N	Y / N	Y/N	Y/N

If "No" was indicated on any of the above, please check appropriate box(s) why:

Sections 302/303	Extremely Hazardous Substances (EHSs) are / were present only in amounts less than established Threshold Planning Quantities (TPQs).						
	No EHSs are Pre	sent.					
	No EHSs were pr	esent on-site during the yea	r.				
Sections 311/ 312	Hazardous chemicals/EHSs are/were present only in amounts below established reporting thresholds.						
	No hazardous chemicals/EHSs are/were present.						
	No hazardous chemicals were present on-site during the year.						
Section 313	Not within covered SIC Codes.						
	Within covered SIC Codes, but less than ten (10) employees.						
	Within covered S thresholds.	IC Codes, but no Section 3	13 chemicals were present or were	e below Section 313 reporting			
Other	Closed facility YES / NO	Chemicals removed YES / NO	Chemicals reduced below threshold/TPQ YES / NO	Date Effective:			
	New Facility. Dat	e chemicals brought on site	meeting / exceeding TPQ:	ł			

Further explanation if necessary:

CERTIFICATION:

I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws.

Name of owner / operator's authorized representative (printed):

Official Title (printed):

Signature:

Date signed:

Attachment L

HAZARD ANALYSIS REVIEW CRITERIA

Facility Page

- 1. Facility Name
- 2. Facility Address
- 3. Facility Phone#
- 4. Name and phone number for 24-hour contact
- 5. Evacuation route(s)
- 6. Legible/Detailed Site Plan (SERC#SP) with location of EHS(s)
- 7. Site Visit Certification Form (SERC#SV)
- 8. Latitude & Longitude in Decimal/Degrees
- 9. Maximum No. of Occupants

Chemical In Inventory

- 1. Proper Chemical Name and Chemical Abstract Number
- 2. Max Daily Amount
- 3. Max Amount in Largest Container

Scenario Page

- 1. Amount Released (Must be the same as Max Amount in Largest Container)
- 2. Release Duration for Gases and Solids in Solution must be 10 Minutes
- 3. Natural Physical State
- 4. Risk Assessment
- 5. Estimate Threat Zone Radius
- 6. Name of Critical Facilities if None Indicate So
- 7. Estimate Total Exposed Population
- 8. SOD or Supporting Documentation



August 4, 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

1945/H

SUBJECT: Paratransit Services License Joyful Services of Orlando, L.L.C Consent Agenda – August 23, 2016

The EMS Office of the Medical Director requests the approval of the renewal Paratransit Services License for Joyful Services of Orlando, L.L.C. Joyful Services of Orlando, L.L.C has submitted the attached application requesting approval of a Paratransit Services License to provide wheelchair/stretcher service within Orange County.

The EMS Office of the Medical Director has determined that all requirements have been met by Joyful Services of Orlando, L.L.C as contained in Orange County Ordinance 2001-09.

ACTION REQUESTED: Approval and execution of the renewal Paratransit Services License for Joyful Services of Orlando, L.L.C to provide wheelchair/stretcher service. The term of this License is from September 1, 2016 through September 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: $6/34/16$
SECTION I: GENERAL INFORMATION
1. NAME OF SERVICE: Joyful Services of Orlando, LLC
2. BUSINESS ADDRESS (INCLUDE COUNTY):
7413 Highlake Dr. Orlando
JEL BY 818 OKANGE
3. CONTACT INFORMATION: Name I. Joy White
Business Phone 321 297 - 2096
Mobile Phone <u>321 287-3764</u>
Email Missibyful mango @ Jahoz.com/
4. OWNERSHIP TYPE: PAPERIVATE CORPORATION GOVERNMENT AGENCY COTHER
a. If other, please describe:
5. LEVEL OF SERVICE: WWHEELCHAIR STRETCHER BOTH Ambulatory
6. PROOF OF CURRENT INSURANCE SUBMITTED TO EMS OFFICE:
VI YES, DATE: $\underline{C_{XP}}$ 2/2017 INO

SECTION II: VEHICLES AND STAFFING

- 1. NUMBER OF VEHICLES IN OPERATION:
- 2. EMPLOYEE ROSTER:

NAME rolane.

CURRENT CPR CARD (Y/N)

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.

, Administration Administration	7		<i>«</i>	RESENTAT	1 V L
DATE:			<u>a</u> //		hete, ang ang ang ang ang ang ang ang ang ang
IOTARY S	EAL	Feci			ورو و و و و و و و و و و و و و و و و و و
IOTARY S	IGNATU	RE	1	innerfedravitel appropriate and a second second second second second second second second second second second	fyria-authorg w
	AARON J.	PULVÉR TATE OF FL			

License Paratransit Services

Orange County Board of County Commissioners Emergency Medical Services

This is to certify that <u>JOYFUL SERVICES OF ORLANDO, L.L.C</u> has complied with the Orange County Code <u>2001-9</u> 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: _____September 1, 2016 _____ Date of Expiration: ___September 1, 2018

40-18 (7/14)

Mayor, Board of County Commissioners



July 25, 2016

TO: Mayor Teresa Jacobs and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager Traffic Engineering Division PHONE NUMBER: (407) 836-7890

SUBJ: Installation of a Traffic Signal at Town Center Boulevard and Southmeadow Drive

The Traffic Engineering staff has conducted a traffic signal warrant study at Town Center Boulevard and Southmeadow Drive.

The study consisted of an evaluation of existing field conditions, including delays, sight distance, 24-hour traffic volumes by time of day, traffic thresholds and crash history. For a traffic signal to become warranted, it must meet at least one of the eight traffic signal warrants published in the Manual of Uniform Traffic Control Devices. The traffic signal warrant analysis shows that conditions were satisfied for Warrant 1 (Eight Hour Vehicular Volume), Warrant 2 (Four Hour Vehicular Volume) and Warrant 7 (Crash Experience) based on existing conditions.

The Traffic Engineering staff recommends that the Board approve the installation of a traffic signal at Town Center Boulevard and Southmeadow Drive.

Action Requested: Approval of the installation of a traffic signal at Town Center Boulevard and Southmeadow Drive. District 4.

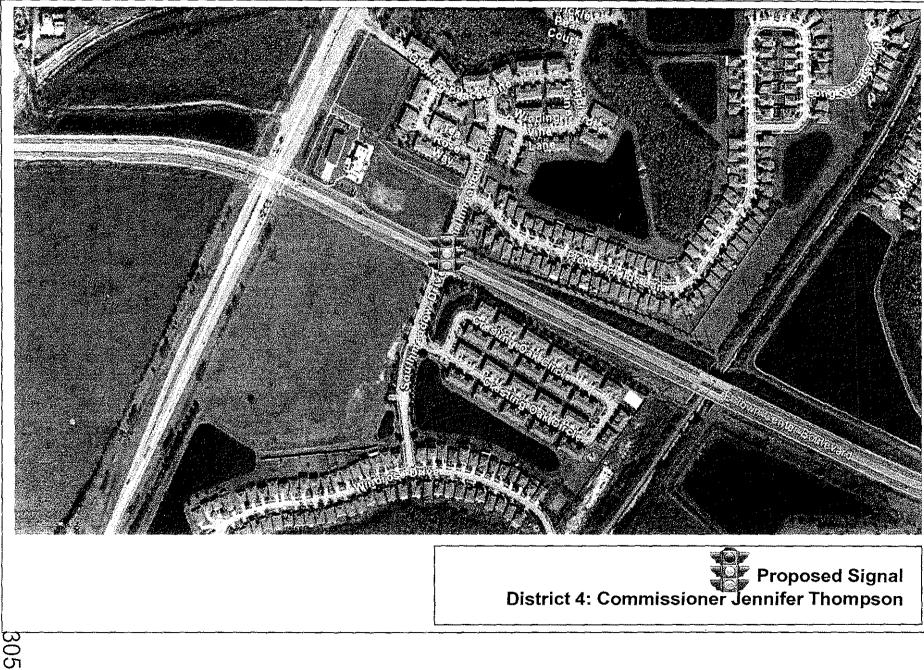
MVM/RDR/AHW/nd

Attachments



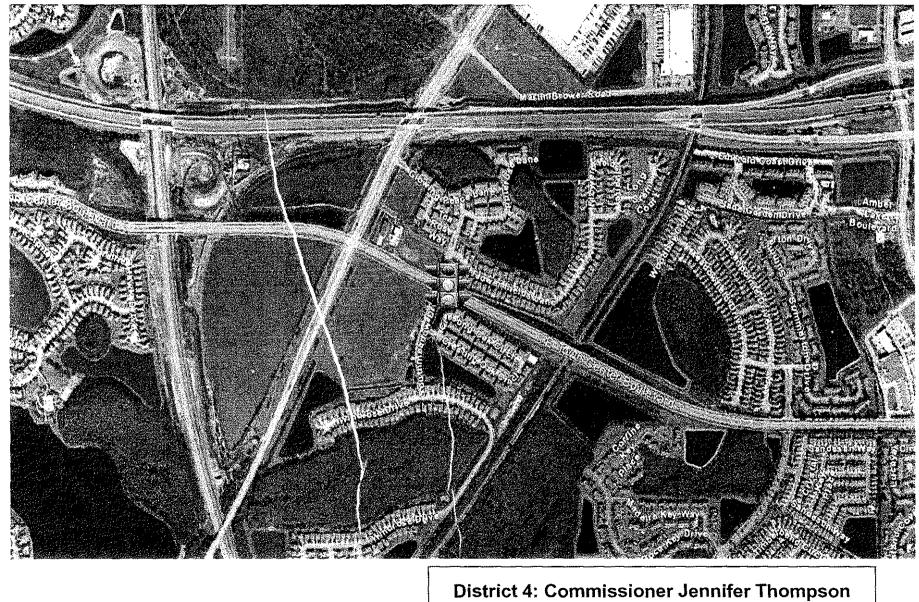
Town Center Boulevard Consent Agenda Location Map











ORANGE



July 25, 2016

TO: Mayor Teresa Jacobs and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager Traffic Engineering Division PHONE NUMBER: (407) 836-7890

SUBJ: Installation of a Traffic Signal at the Intersection of Pine Hills Road and Indialantic Drive

The Traffic Engineering staff has conducted a traffic signal warrant study at Pine Hills Road and Indialantic Drive.

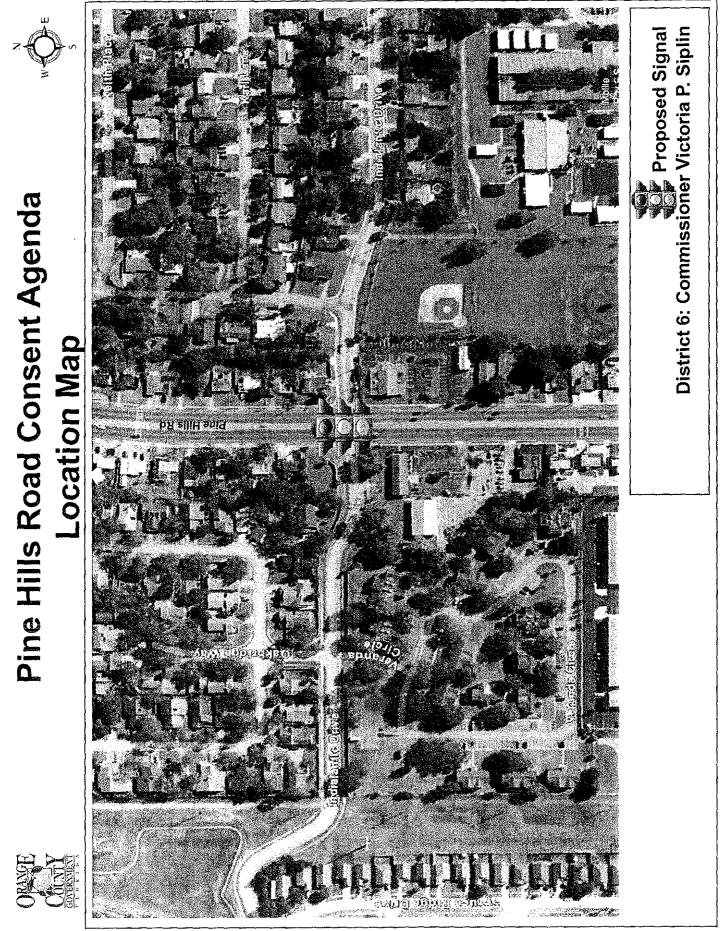
The study consisted of an evaluation of existing field conditions, including delays, sight distance, 24-hour traffic volumes by time of day, traffic thresholds and crash history. For a traffic signal to become warranted, it must meet at least one of the eight traffic signal warrants published in the Manual of Uniform Traffic Control Devices. The traffic signal warrant analysis shows that conditions were satisfied for Warrant 1 (Eight Hour Vehicular Volume), Warrant 2 (Four Hour Vehicular Volume) and Warrant 7 (Crash Experience) based on existing conditions.

Staff recommends that the Board approve the installation of a traffic signal at the intersection of Pine Hills Road and Indialantic Drive.

Action Requested: Approval of the installation of a traffic signal at the intersection of Pine Hills Road and Indialantic Drive. District 6.

MVM/RDR/AHW/nd

Attachments

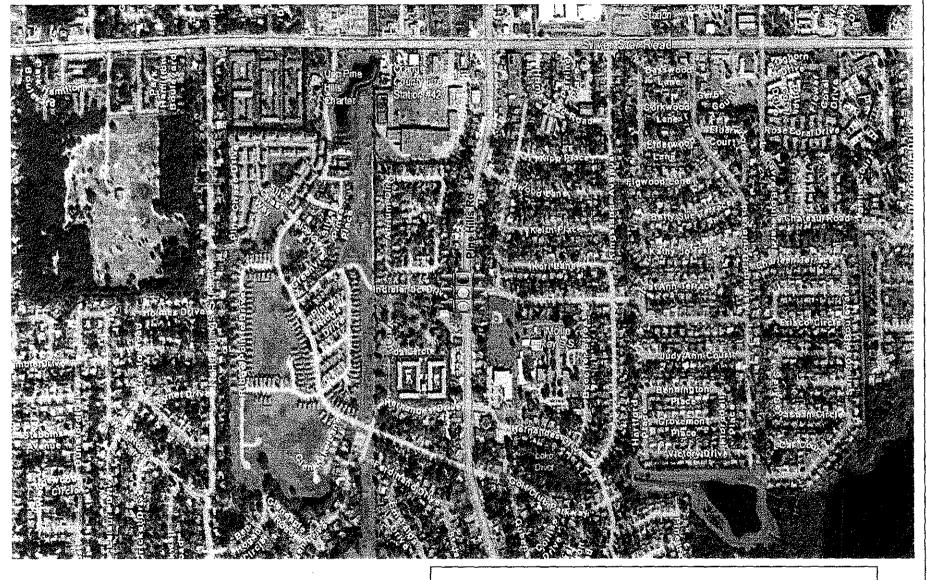




309

Pine Hills Road Consent Agenda District Map





District 6: Commissioner Victoria P. Siplin



Interoffice Memorandun

August 11, 2016

TO: Mayor Teresa Jacobs and the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department for CMU/fm

CONTACT PERSON: Julie R. Naditz, P.E., Manager Highway Construction Division PHONE NUMBER: (407) 836-7930

SUBJ: Approval of Change Order No. 1-PW to Contract No. Y15-779/C15779 County Road 545 (Avalon Road) Culvert Replacement Project

Change Order No. 1-PW to Contract No. Y15-779/C15779 is required for the County Road 545 (Avalon Road) Culvert Replacement project. This change order, in the amount of \$195,500, increases the original contract amount from \$1,438,665 to \$1,634,165, an increase of 13.59%.

The current change order provides for a negotiated settlement to share in the cost of constructing an emergency temporary drainage bypass system that could not have been anticipated at the time of bid.

The contractor had to build a temporary drainage bypass system to allow the water to continue to flow between Black Lake and Johns Lake in order to remove the existing corrugated metal pipes and install the box culverts. The contractor provided the bypass plan based on the information (lake elevation data) provided by the County in the bid documents. Unknown to the contractor and Highway Construction, there were lakefront properties along Black Lake which were built in the flood plain. Because the area was experiencing unusually heavy rainfall for winter, these low lying properties flooded immediately, causing the contractor to abandon the original bypass plan. The County worked with the contractor to mitigate the costs by assisting in developing an emergency bypass plan which included the installation of four temporary 60-inch pipes to match the flows of the existing culverts.

County staff, the County's Construction Engineer Inspection firm and the County Attorney's office have reviewed this claim and are in agreement with the negotiated settlement.

Funds for this change order will be available in accounting line 1003-072-2852-6311.

Action Requested: Approval to issue Change Order No. 1-PW to Contract No. Y15-779/C15779 County Road 545 (Avalon Rd) Culvert Replacement to Prime Construction Group, Inc. in the amount of \$195,500 for a revised contract amount of \$1,634,165. District 1.

MVM/JRN/pmk

Attachment

ORANGE COUNTY GOVERNMENT F L O R L D A	ORANGE COUNTY HIG CHANGE OR PURCHASE ORDER / REL	DER REQUEST		J. Curi M. Wehrfritz G Batchelor CT	For/ MRM
Vendor Name: Vendor Code:	Prime Construction Group, Inc. 21130	-	Date:	July 29, 2016	
Change Order Request No:	1-PW	Docum	ent No.:	Y15-779/ C15779	
Project: Funds Chargeable Number:	County Road 545 (Avalon Rd 1003-072-2852-6311 Add Items: XXX) Culvert Replace Encumber Funds			<u></u>
REF. NO. DESCRIPTION		ADJUSTED QUANTITY (+/-)	UNIT	UNIT PRICE	ADJUSTED AMOUNT (+/-)
NO. DESCRIPTION	mporary bypass including four 60"	QUANTITY (+/-)	<u>UNIT</u> LS		AMOUNT (+/-)
NO. DESCRIPTION		QUANTITY (+/-)		PRICE	AMOUNT (+/-)

CHANGE IN DELIVERY COMPLETION DATE: 52 Days

SUBSTANTIAL COMPLETE DATE:		Additional calendar days: 50 days
FINAL COMPLETION DATE:	11/14/2016	Weather Days: 1/15/16, 1/16/16

THIS SECTION FOR CONTRACTS ONLY

Previous Contract Total Dollars	\$ 1,438,665.00
Net Dollars for this Change	\$ 195,500.00
New Contract Total Dollar	\$ 1,634,165.00

This change order request includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact costs.

The contractor understands that this is a <u>"Change Order Request"</u> only and that no <u>contract changes</u> have been implemented at this time. The contractor also understands that the above requested changes are subject to the approval of the Purchasing and Contracts Division Manager or designee and subsequent processing of a "Change Order".

	\square	
ACCEPTED FOR CONTRACTOR E	BY:	
Vendor/Contractor Authorization		ate: 7-29-16
	Roy W. Smith Jr., President Prime Construction Group	p, Inc.
Departmental Approval	and the second second second second second second second second second second second second second second second	ate: <u>8-1-14</u>
	Julie R. Naditz, F.E., Manager, Highway Construction	Division
Engineering Approval 311	Raymond Williams, P.E., Acting Manager Engineering	ate: <u>8/1/16</u> 31 Division

1



r Interoffice Memorandu

I. CONSENT AGENDA PUBLIC WORKS DEPARTMENT

Date August 3, 201

ſO:	Mayor Teresa Jacobs
	and 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: Interlocal Agreement between the Ranger Drainage District and Orange County – Addressing Adopted Regulatory Building and Zoning Policies Plan of Reclamation

Pursuant to Chapter 298, Florida Statutes, the Ranger Drainage District adopted a Plan of Reclamation for lands lying within the District.

Orange County and the Ranger Drainage District agree that the County, as the regulatory building and zoning authority in the District, would benefit from the District's assistance in evaluating whether the grading of residence sites and the finished floor elevation of residences being constructed in the District conform with certain policies adopted by the County and certain policies promulgated by the District pursuant to Chapter 298, Florida Statutes, and its Plan of Reclamation.

Compliance by builders and landowners with such County policies and District policies for lot clearing and construction of a residence or residences facilitates and enhances the implementation and operation of the Plan of Reclamation for the District.

Action Requested: Approval and execution of Interlocal Agreement by and between the Ranger Drainage District and Orange County addressing Building and Zoning Policies and the Plan of Reclamation. District 5.

MVM/DMA/sa

Attachments

INTERLOCAL AGREEMENT

Ś

THIS INTERLOCAL AGREEMENT ("Agreement"), by and between the RANGER DRAINAGE DISTRICT, a Chapter 298 water control district, a political subdivision of the State of Florida, whose address is 19950 Nugent Street, Orlando, Florida 32833 (the "District"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802 (the "County").

WITNESSETH:

WHEREAS, pursuant to Chapter 298, Florida Statutes and that certain Judgment creating the Ranger Drainage District, a copy of which is recorded in O.R. Book 1953, Page 918, Public Records of Orange County, Florida, the District adopted a Plan of Reclamation for lands lying within the District (the "Plan of Reclamation"); and

WHEREAS, the County and the District agree that the County, as the regulatory building and zoning authority in the District, would benefit from the District's assistance in evaluating whether the grading of residence sites and the finished floor elevation of residences being constructed in the District conform with certain policies adopted by the County and certain policies promulgated by the District pursuant to Chapter 298, Florida Statutes, and its Plan of Reclamation; and

WHEREAS, compliance by builders and landowners with such County policies and District policies for lot clearing and construction of a residence or residences ("Residence" or "Residences") facilitates and enhances the implementation and operation of the Plan of Reclamation for the District.

NOW THEREFORE, in consideration of the premises and the mutual benefits accruing to the parties therefrom, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- 1. <u>County Policies</u>. The County has established as its policy:
 - a. that finished floor elevations should be at least 18 inches above the crown of the road in subdivisions where no specific drainage plan has been previously reviewed and approved by the County, unless a specific drainage plan for the residence site under construction is approved by the County; and
 - b. the applicant seeking a County development permit shall provide to the County Building Department a certified statement by a registered surveyor as to the finished floor elevation for the Residence and compliance with the Grading Plans or Grading Guidelines, as applicable, referenced in Paragraph 2, subsection (i) below.

The County acknowledges that the County Policy is applicable to all lands within the District.

2. <u>District Policies</u>. Chapter VI of the District Policies, adopted as of October 31, 1993, sets forth certain conditions for the issuance of a residential drainage connection permit by the District and silt fence and mulching policies for residential site clearance, as follows:

"A residential drainage connection permit shall not be granted under this Chapter unless:

- i. The grading plans utilized for residential sites comply with Ranger Drainage District Lot Grading Guidelines for stormwater management for either rural estate lots or city lots within the district. See Composite Exhibit "A."
- ii. All finished floor elevations for a Residence will be at least 18 inches above all points of the crown of the road which the front of the Residence will face.
- iii. The residential site is in compliance with the Ranger Drainage District silt fence and mulching policy." See Exhibit "B."

3. <u>Confirmation of Finished Floor Elevations and Grading Plan Evaluation</u>. Pursuant to this Agreement, upon the County's request, the District shall evaluate whether (i) the minimum finished floor elevation for specific Residences identified by the County being constructed within the District and (ii) the grading of such a Residence site, complies with County Policy and the District's Policies for residential site development included in this Agreement.

4. <u>Issuance of Certificate of Occupancy Dependent Upon Satisfactory Confirmation</u>. County shall not issue a certificate of occupancy for a Residence within the District unless it has received confirmation from the District that (i) the finished floor elevation of such Residence, and (ii) the grading of the site of such Residence, complies with County Policy and the District's residential site development policies contained herein.

5. <u>Issuance of Building Permits</u>. As part of the application for a building permit for a residential site, Orange County shall request an applicant provide evidence of a District permit. If an applicant fails to provide the requested information, the County shall notify the District Manager at least three business days prior to permit issuance.

6. <u>Permit Violations</u>. Upon written notification by the District that construction on a residential site within the District is in violation of the District permit or site development policies, Orange County may issue a notice of violation and stop work order to the property owner to remain in force until the reported violations are corrected if the site is also in violation of comparable county policies.

7. <u>No Cost to County</u>. The services to be provided by District to County pursuant to this Agreement shall be at no cost to County.

2

8. <u>No Warranty</u>. County acknowledges the District will, of necessity, rely upon information provided to it by others in performing its stated services hereunder and that the District therefore cannot warrant or represent the accuracy of its evaluations and confirmations.

9. <u>Termination</u>. This Interlocal Agreement may be terminated by either party upon thirty (30) days prior written notice. For purposes of this paragraph, a notice shall be deemed received four (4) days following its posting in the U.S. mail, certified, return receipt requested, addressed to the party to whom the notice is to be provided as follows:

If to District:

Ranger Drainage District 19950 Nugent Street Orlando, FL 32833 Attn: President of Board of Supervisors

With a copy to:

Lewis, Longman and Walker, P. A. 515 N. Flagler Drive, Suite 1500 West Palm Beach, Fl. 33401

If to County:

Orange County Division of Building Safety P.O. Box 1393 Orlando, Florida 32802-1393 Attn: Division Manager

With a copy to:

Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802-1393 Attn: County Attorney

The address of either party may be changed by a written notice of such change provided to the other party in accordance with the notice procedures set forth in this paragraph.

10. <u>Governing Law</u>. This Interlocal Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Florida, without regard to choice of law rules. Venue for any action arising out of or in connection with this Interlocal Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. Each Party shall be responsible for its own attorney's fees, and costs in connection with the judicial and administrative proceedings related to this Interlocal Agreement.

11. Entire Agreement, Modification. This Interlocal Agreement contains the entire understanding and agreement between the parties relating to the subject matter hereof, and all prior or extrinsic agreements, understandings, representations and statements, oral or written, concerning the subject matter hereof are merged herein and/or superseded hereby, specifically including that Interlocal Agreement between the Ranger Drainage District and Orange County dated April 29, 1994, is hereby superseded. There are no other agreements, written or oral, between the parties with respect to the subject matter hereof except those contained in this Interlocal Agreement. Neither party shall be bound by any modification, cancellation, or rescission of this Interlocal Agreement unless in writing and signed by the parties.

12. <u>Waiver</u>. The failure of any party to insist in any one or more cases upon the strict performance of any one of the terms, covenants, conditions, or provisions of this Interlocal Agreement shall not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

13. <u>Effective Date</u>. The effective day of this Interlocal Agreement (the "Effective Date") shall be the date when the last one of the parties has properly executed this Interlocal Agreement as determined by the date set forth immediately below their respective signatures.

IN WITNESS WHEREOF, the District and the County have entered into this Interlocal Agreement as of the day and year first above set forth.

BOARD OF SUPERVISORS OF THE RANGER DRAINAGE DISRICT

unhank BY:

David Mauck, President

5-4-2016 DATE:

Secretary

[DISTRICT SEAL]

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

BY: ______ Teresa Jacobs, Mayor

DATE: _____

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

By:

Deputy Clerk



I. CONSENT AGENDA PUBLIC WORKS DEPARTMENT 5

July 29, 2016

TO:

Interoffice Memorandum

Mayor Teresa Jacobs and the Board of County Commissioners

Mark V. Massaro, P. E., Director, Public Works Department forget C 912/fa FROM:

CONTACT PERSON: Ruby Dempsey Rozier, Manager Ω / \mathcal{V} **Traffic Engineering Division PHONE NUMBER:** (407) 836-7890

SUBJ: Amended and Restated Transportation Impact Fee Agreement for Prologis OAP for AMB OAP Warehouse 1 – Application #09-02

The alternative traffic impact fee calculation for Prologis OAP for AMB OAP Warehouse 1 was reviewed and approved by the Impact Fee Committee on July 28, 2016.

The impact fee variables approved by the Committee to be used to calculate the alternative impact fee for this development are:

Variable	Alternative Impact Study Results	Warehousing (2009)
Trip Generation Rate per 1,000 Sq. Ft.	1.44	4.96
Total Trip Length / Assessable Trip Length (miles)	10.12 / 9.62	10.12 / n.a.
Percent New Trips (%)	100	100
Limited Access Discount Factor (%)	36.1	36.1

The alternative transportation fee utilizing the above variables is \$763 per thousand square feet. This rate differs from the applicable ordinance rate of \$1,107 per thousand square feet (per Ordinance Rate Schedule of December 1, 2014 to present).

The Impact Fee Committee requests the approval of the Amended and Restated Transportation Impact Fee Agreement regarding an alternative impact fee calculation by and between Orange County and AMB Orlando Airport Park, LLC. AMB Orlando Airport Park, LLC previously paid the County \$7,700 for future monitoring for this site. However, additional monitoring fees of \$12,500 have been assessed and paid with this agreement. These fees will be used to conduct a follow-up study of the trip generation, trip length, percent new trips and limited access discount factor characteristics of the above referenced site, as provided for in the Amended and Restated Transportation Impact Fee Agreement. This agreement has been approved in form by the County Attorney's Office and Risk Management.

Action Requested: Approval and execution of Amended and Restated Transportation Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Prologis OAP for AMB OAP Warehouse 1 by and between AMB Orlando Airport Park, LLC and Orange County. District 4.

MVM/RDR/dlj

Attachments

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Allison E. Tumbull, Esq. Gunster, Yoakley & Stewart, P.A. SunTrust Center 200 South Orange Avenue, Suite 1400 Orlando, Florida 32801

Tax Parcel ID #s 20-24-30-6270-01-(010); (020); and (030)

AMENDED AND RESTATED TRANSPORTATION IMPACT FEE AGREEMENT REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION FOR PROLOGIS OAP FOR AMB OAP WAREHOUSE 1

This AMENDED AND RESTATED TRANSPORTATION IMPACT FEE AGREEMENT REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION FOR PROLOGIS OAP FOR AMB OAP WAREHOUSE 1 (the "Agreement"), effective as of the latest day of execution (the "Effective Date"), is made and entered into by and between AMB ORLANDO AIRPORT PARK, LLC, a Delaware limited liability company, c/o Prologis, Inc. whose mailing address is Pier 1, Bay 1, Attn: Legal Department, San Francisco, California 94111, c/o 8355 NW 12th Street, Doral, FL 33126 ("Owner"), and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is c/o County Administrator, P.O. Box 1393, Orlando, FL 32802-1393 ("County").

WITNESSETH:

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

WHEREAS, Owner intends to develop the Property for warehouse uses as approved under that certain Orange County Planned Development entitled "Orlando Airport Park PD" approved by the Orange County Board of County Commissioners on Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 1, 2016 Page 2 of 11

January 23, 2007, as specifically identified as Application Number 09-02 and known as the Prologis OAP Warehouses ("the Project"); and

WHEREAS, Owner previously entered into that certain Road Impact Fee Agreement Regarding An Alternative Traffic Impact Fee Calculation for AMB OAP Warehouse 1 dated September 22, 2009 and recorded in Official Records Book 9947, Page 5149, Public Records of Orange County, Florida (the "AMB OAP Warehouse 1 Agreement"); and

WHEREAS, no construction occurred under the AMB OAP Warehouse 1 Agreement such that the County was unable to exercise its rights under that agreement, including its right to monitor the Project; and

WHEREAS, Owner and County wish to amend and restate the AMB OAP Warehouse 1 Agreement through this Agreement; and

WHEREAS, on July 9, 2009 under the AMB OAP Warehouse 1 Agreement, County conditionally previously accepted Owner's Alternative Impact Fee calculations with the following results: Average Daily Trip Generation Rate of 1.44 trips per 1,000 square feet; Percentage of New Trips of 100%; and Total Trip Length of 10.12 miles ("Owner's Original Alternative Traffic Impact Fee Calculation"); and

WHEREAS, because portions of section 23-93 of the Orange County Code (the "Alternative Impact Fee Code") and Orange County Administrative Regulations 4.01 and 4.02 have changed since Owner's Original Calculation, County and Owner have agreed to utilize an updated calculation; and

WHEREAS, on July 28, 2016, County conditionally accepted Owner's Alternative Impact Fee calculation with the following results: Average Daily Trip Generation Rate of 1.44 trip(s) per 1000 square feet; Percentage of New Trips 100%; LADF of 36.1%; and Assessable Trip Length of 9.62 mile(s) as all such terms are defined in the Alternative Impact Fee Code ("Owner's New Alternative Traffic Impact Fee Calculation"); and

320

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 1, 2016 Page 3 of 11

WHEREAS, Owner calculated the Alternative Impact Fee in accordance with the formula set forth in section 23-93 of the Orange County Code; and

WHEREAS, pursuant to the Alternative Impact Fee Code, the parties are required to enter into this Agreement which supersedes the AMB OAP Warehouse 1 Agreement.

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

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

2. Conditional Acceptance of Alternative Traffic Impact Fee Calculation. Subject to sections 3 and 4 of this Agreement, County conditionally accepts Owner's New Alternative Traffic Impact Fee Calculation submitted by Owner.

3. Monitoring.

(a) Pursuant to Section 23-93(h), Orange County code, within the applicable time frame, County shall conduct, or shall have begun to conduct, "monitoring." For purposes of this Agreement, the term "monitoring" shall mean (i) taking machine traffic counts and/or manual traffic counts at all entrances and exits to and from the Project for five (5) consecutive days, excluding legal holidays, and/or (ii) conducting surveys for five (5) consecutive days to determine trip length and/ or percentage of new trips associated with the Project. Such monitoring may be done by County or by an authorized agent acting on behalf of County.

(b) Contemporaneously with Owner's execution and submittal of this Agreement, Owner shall deliver a check to County sufficient to cover County's cost of conducting monitoring pursuant to paragraph 3 (a) ("Monitoring Fees"), which totals \$20,200.00. The check shall be made payable to "Orange County Board of County Commissioners" and shall be brought to the Fiscal and Operational Support Division of

Amended and Restated Transportation impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 1, 2016 Page 4 of 11

the Community, Environmental, and Development Services Department. In connection with the AMB OAP Warehouse 1 Agreement, Owner has previously delivered checks to County in the amount of Seven Thousand Seven Hundred Dollars (\$7,700.00) to cover County's cost of conducting monitoring pursuant to paragraph 3 (a) ("Monitoring Fees"). Upon payment of the additional \$12,500.00 due, no further Monitoring Fees shall be owed by Owner to County under this Agreement.

(c) If the monitoring performed by County, or by its authorized agent on behalf of County, results in any additional impact fee, Owner shall pay the difference between the Alternative Traffic Impact Fee conditionally accepted by County under section 2 above, and any additional fee shown to be owing (the "Additional Alternative Impact Fee").

(d) Owner shall pay the Additional Alternative Impact Fee to County within thirty (30) days following written demand by County to Owner, or to its successors or assigns. Owner shall pay to County, by certified cashier's check, the Additional Alternative Impact Fee, plus interest from the date impact fees were due until the date of demand, at the rate in effect on the date the monitoring is completed, as established quarterly by the Comptroller of the State of Florida for judgments and decrees, pursuant to section 55.03, Florida Statutes, as may be amended.

(e) Any Additional Alternative Impact Fee owed shall be calculated using the cost variables found in the Orange County traffic impact fee ordinance existing on the Effective Date and the monitoring variables which result from County's monitoring.

(f) If monitoring by County results in a decreased total impact fee, Owner shall not be entitled to any refund.

(g) Once paid to County, the Alternative Impact Fee, Monitoring Fees, and/or Additional Alternative Impact Fee are all non-refundable.

4. *Expansion of Development*. This Agreement is effective only for the limits and scope of the Project as identified, described, and approved by County. In the

322

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Protogis OAP AMB Orlando Airport Park, LLC – Warehouse 1, 2016 Page 5 of 11

event the Project expands or is altered after the Effective Date, Owner, its successors and/or assigns shall be subject to County's usual process, which may include payment of an additional impact fee pursuant to the fee schedule set forth in section 23-92 of the Orange County Code, as the fee schedule may be amended from time to time. Notwithstanding the foregoing, in the event the boundary of the Project is modified (e.g., additional property is incorporated) but there is no change in the limits and scope of the Project, then the terms of this Agreement shall remain effective.

5. *Successors and Assigns*. This Agreement shall be binding upon, and shall inure to the benefit and burden of, the heirs, legal representatives, successors, and assigns of the parties and shall run with Property and be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to Property.

6. *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 at such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner:	Denver Glazier 8355 NW 12th Street Doral, FL 33126
With a copy to:	Mohammed Abdallah, PE Traffic & Mobility Consultants, LLC 1507 S. Hiawassee Rd, Suite 212 Orlando, Florida 32835
With a copy to:	Allison E. Turnbull, Esq. Gunster, Yoakley & Stewart, P.A. 200 S. Orange Ave., Suite 1400 Orlando, Florida 32801

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC - Warehouse 1, 2016 Page 6 of 11

As to County:	Director, Orange County Public Works Department
	4200 South John Young Parkway
	Orlando, Florida 32839

With copies to: Orange County Public Works Department Manager, Traffic Engineering Division 4200 South John Young Parkway Orlando, Florida 32839

> Orange County Community, Environmental, and Development Services Department Manager, Fiscal and Operational Support Division 201 South Rosalind Avenue Post Office Box 1393 Orlando, FL 32802-1393

7. **Recordation of Agreement.** The parties hereto agree that this Agreement shall be recorded in the Official Records of Orange County, Florida, at Owner's expense, within ten (10) business days of the Effective Date.

8. *Applicable Law.* This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and in accordance with the Orange County Code.

9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Notwithstanding the foregoing statement, nothing herein precludes County from imposing a lien(s) against the Property for non-payment of impact fees. Venue for any action(s) 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.

10. *Attorney Fees.* In the event either party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 1, 2016 Page 7 of 11

11. Amendments. No amendment, modification, or other change to this

Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

12. *Construction of Agreement.* Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

,

1 . . .

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 1, 2016 Page 8 of 11

IN WITNESS WHEREOF, County and Owner 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

Printed name: _____

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 1, 2016 Page 9 of 11

OWNER

AMB ORLANDO AIRPORT PARK, LLC, a Delaware limited liability company

By: AMB HFC L.P., a Delaware limited partnership, its sole member

By: AMB HFC GP, LLC, a Delaware limited liability company, its general partner

By: PROLOGIS 2, L.P., a Delaware limited partnership, its sole member

By: AMB PROPERTY HOLDING CORPORATION, a Maryland corporation, its general partner

By:	XD	
Name	Greg Bradley	
	Vice President	

WITNESSES:

Print Name: CORFEAT MAA

STATE OF GEORGIA COUNTY OF GWINNETT

THE FOREGOING instrument was acknowledged before me by <u>Greg Bradley</u>, the Vice President of AMB Property Holding Corporation, a Maryland corporation, as general partner of PROLOGIS 2, L.P., a Delaware limited partnership, as sole member of AMB HFC GP, LLC, a Delaware limited liability company, as general partner of AMB HFC L.P., a Delaware limited partnership, as sole member of AMB Orlando Airport Park, LLC, a Delaware limited liability company, who is known by me to be the person described herein, this 4th day of <u>August</u>, <u>2016</u>. S/<u>he is personally known to me</u> or has produced ______ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 4^{th} day of August, 2016.

NOTARY PUBLIC Print Name: Susan A. Beagle

My Commission Expires: August 15, 2017



Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC - Warehouse 1, 2016 Page 10 of 11

Exhibit "A"

Prologis OAP Warehouses – Warehouse 1

Orange County Parcel Identification Numbers: 20-24-30-6270-01-(010); (020); and (030)

Legal Description:

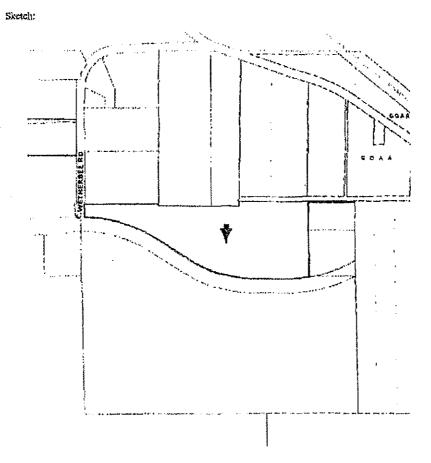
A PORTION OF THOSE LANDS LYING IN THE SOUTHEAST ONE QUARTER OF SECTION 17 AND THE NORTHEAST ONE QUARTER OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST IN ORANGE COUNTY FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x 6" CONCRETE MONUMENT AS IDENTIFIED BY CERTIFIED CORNER RECORD NO. 75519; SAID POINT MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 30 HAST AND THE POINT OF COMMENCEMENT; THENCE RUN \$89°46'58"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, ALSO BEING THE SOUTH LINE OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST A DISTANCE OF 2676.96 FERT TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 20, TOWNSHIP 24 SOUTH, RANGE 30; THENCE LEAVING SAID NORTH LINE OF SECTION 20 RUN NO008'51"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST A DISTANCE OF 198.00 FEET; THENCE LEAVING SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 17 RUN N89°46'58"E, PARALLEL WITH AND 198.00 FHET NORTH OF THE SAID SOUTH LINE OF SECTION 17, A DISTANCE OF 21.63 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N89º46'58"E, PARALLEL WITH AND 198.00 FEET NORTH OF THE SAID SOUTH LINB OF SECTION 17, A DISTANCE OF 1318.35 FEET; THENCE RUN NO0"17'05"E A DISTANCE OF 11.97 FEET; THENCE RUN N8994658"B & DISTANCE OF 670.39 FEET TO THE EAST LINE OF THE EAST 330 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST OUARTER OF THE AFORESAID SAID SECTION 17 ALSO BEING THE WEST LINE OF LOT 8 VERHOVAY COLONY AS RECORDED IN PLAT BOOK O, PAGE 16 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S00°28'39"W ALONG THE SAID EAST LINE A DISTANCE OF 27.00 FRET; THENCE DEPARTING SAID EAST LINE RUN S89°46'58"W & DISTANCE OF 330.00 FEET; THENCE RUN SO0°3732"W A DISTANCE OF 182.99 FEET TO THE SOUTH LINE OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST; THENCE RUN SOLOD'STE ALONG THE WEST LINE OF THE EAST 330,00 FEET OF THE WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 20 A DISTANCE OF 330.03 FEET; THENCE RUN N89º46'58"B ALONG THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 20 A DISTANCE OF 49.11 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 904.94 FEET; THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 20, FROM A CHORD BEARING OF 583°35'38"W RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL OF 12º48'45" AN ARC DISTANCE OF 202.36 FEET TO THE POINT OF

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 1, 2016 Page 11 of 11

> TANGENCY; THENCE RUN N90°0000°W A DISTANCE OF 256.91 FEBT TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 904.94 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 31°34'54" AN ARC DISTANCE OF 498.81 FEET TO THE POINT OF TANGENCY; THENCE RUN N58°25'06°W A DISTANCE OF 311.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1004.94 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 30°58'46° AN ARC DISTANCE OF 543.37 FEET TO THE END OF SAID CURVE; THENCE RUN N00°36'07″E A DISTANCE OF 98.10 FHET TO THE POINT OF BEGINNING.

CONTAINING 14.65 ACRES (638,403 SQ. FT.), MORE OR LESS.



WPB ACTIVE 7269534.6



I. CONSENT AGENDA PUBLIC WORKS DEPARTMENT 6

July 29, 2016

Interoffice Memorandum

TO: Mayor Teresa Jacobs and the Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

Joseph C Ml / for

CONTACT PERSON: Ruby Dempsey Rozier, Manager Traffic Engineering Division PHONE NUMBER: (407) 836-7890

SUBJ: Amended and Restated Transportation Impact Fee Agreement for Prologis OAP for AMB OAP Warehouse 2 – Application #09-03

The alternative traffic impact fee calculation for Prologis OAP for AMB OAP Warehouse 2 was reviewed and approved by the Impact Fee Committee on July 28, 2016.

The impact fee variables approved by the Committee to be used to calculate the alternative impact fee for this development are:

Variable	Alternative Impact Study Results	Warehousing (2009)
Trip Generation Rate per 1,000 Sq. Ft.	1.44	4.96
Total Trip Length / Assessable Trip Length (miles)	10.12 / 9.62	10.12 / n.a.
Percent New Trips (%)	100	100
Limited Access Discount Factor (%)	36.1	36.1

The alternative transportation fee utilizing the above variables is \$763 per thousand square feet. This rate differs from the applicable ordinance rate of \$1,107 per thousand square feet (per Ordinance Rate Schedule of December 1, 2014 to present).

The Impact Fee Committee requests the approval of the Amended and Restated Transportation Impact Fee Agreement regarding an alternative impact fee calculation by and between Orange County and AMB Orlando Airport Park, LLC. AMB Orlando Airport Park, LLC previously paid the County \$6,000 for future monitoring for this site. However, additional monitoring fees of \$14,200 have been assessed and paid with this agreement. These fees will be used to conduct a follow-up study of the trip generation, trip length, percent new trips and limited access discount factor characteristics of the above referenced site, as provided for in the Amended and Restated Transportation Impact Fee Agreement. This agreement has been approved in form by the County Attorney's Office and Risk Management.

Action Requested: Approval and execution of Amended and Restated Transportation Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Prologis OAP for AMB OAP Warehouse 2 by and between AMB Orlando Airport Park, LLC and Orange County. District 4.

MVM/RDR/dlj

Attachments

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Allison E. Turnbull, Esq. Gunster, Yoakley & Stewart, P.A. SunTrast Center 200 South Orange Avenue, Suite 1400 Orlando, Florida 32801

Tax Parcel ID #s 20-24-30-6270-02-(010) and (020); 20-24-30-6270-00-(033)

AMENDED AND RESTATED TRANSPORTATION IMPACT FEE AGREEMENT REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION FOR PROLOGIS OAP FOR AMB OAP WAREHOUSE 2

This AMENDED AND RESTATED TRANSPORTATION IMPACT FEE AGREEMENT REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION FOR PROLOGIS OAP FOR AMB OAP WAREHOUSE 2 (the "Agreement"), effective as of the latest day of execution (the "Effective Date"), is made and entered into by and between AMB ORLANDO AIRPORT PARK, LLC, a Delaware limited liability company, c/o Prologis, Inc. whose mailing address is Pier 1, Bay 1, Attn: Legal Department, San Francisco, California 94111, c/o 8355 NW 12th Street, Doral, FL 33126 ("Owner"), and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is c/o County Administrator, P.O. Box 1393, Orlando, FL 32802-1393 ("County").

WITNESSETH:

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

WHEREAS, Owner intends to develop the Property for warehouse uses as approved under that certain Orange County Planned Development entitled "Orlando Airport Park PD" approved by the Orange County Board of County Commissioners on January 23, 2007, as specifically identified in Application Number 09-03 and known as the Prologis OAP Warehouses ("the Project"); and

WHEREAS, Owner previously entered into that certain Road Impact Fee Agreement Regarding An Alternative Traffic Impact Fee Calculation for AMB OAP Warehouse 2 dated September 22, 2009 and recorded in Official Records Book 10546, Page 2481, Public Records of Orange County, Florida (the "AMB OAP Warehouse 2 Agreement"); and

WHEREAS, no construction occurred under the AMB OAP Warehouse 2 Agreement such that the County was unable to exercise its rights under the agreement, including its right to monitor the Project; and

WHEREAS, Owner and County wish to amend and restate the AMB OAP Warehouse 2 Agreement through this Agreement; and

WHEREAS, on July 9, 2009 under the AMB OAP Warehouse 2 Agreement, County conditionally previously accepted Owner's Alternative Impact Fee calculations with the following results: Average Daily Trip Generation Rate of 1.44 trips per 1,000 square feet; Percentage of New Trips of 100%; and Total Trip Length of 10.12 miles ("Owner's Original Alternative Traffic Impact Fee Calculation"); and

WHEREAS, because portions of section 23-93 of the Orange County Code (the "Alternative Impact Fee Code") and Orange County Administrative Regulations 4.01 and 4.02 have changed since Owner's Original Calculation, County and Owner have agreed to utilize an updated calculation; and

WHEREAS, on July 28, 2016, County conditionally accepted Owner's Alternative Impact Fee calculation with the following results: Average Daily Trip Generation Rate of 1.44 trip(s) per 1000 square feet; Percentage of New Trips 100%; LADF of 36.1%; and Assessable Trip Length of 9.62 mile(s) as all such terms are

332

defined in the Alternative Impact Fee Code ("Owner's New Alternative Traffic Impact Fee Calculation"); and

WHEREAS, Owner calculated the Alternative Impact Fee in accordance with the formula set forth in section 23-93 of the Orange County Code; and

WHEREAS, pursuant to the Alternative Impact Fee Code, the parties are required to enter into this Agreement which supersedes the AMB OAP Warehouse 2 Agreement.

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

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

2. Conditional Acceptance of Alternative Traffic Impact Fee Calculation. Subject to sections 3 and 4 of this Agreement, County conditionally accepts Owner's New Alternative Traffic Impact Fee Calculation submitted by Owner.

3. Monitoring.

(a) Pursuant to Section 23-93(h), Orange County code, within the applicable time frame, County shall conduct, or shall have begun to conduct, "monitoring." For purposes of this Agreement, the term "monitoring" shall mean (i) taking machine traffic counts and/or manual traffic counts at all entrances and exits to and from the Project for five (5) consecutive days, excluding legal holidays, and/or (ii) conducting surveys for five (5) consecutive days to determine trip length and/ or percentage of new trips associated with the Project. Such monitoring may be done by County or by an authorized agent acting on behalf of County.

(b) Contemporaneously with Owner's execution and submittal of this Agreement, Owner shall deliver a check to County sufficient to cover County's cost of

333

conducting monitoring pursuant to paragraph 3 (a) ("Monitoring Fees") which totals \$20,200.00. The check shall be made payable to "Orange County Board of County Commissioners" and shall be brought to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. In connection with the AMB OAP Warehouse 2 Agreement, Owner has previously delivered checks to County in the amount of Six Thousand Dollars (\$6,000.00) to cover County's cost of conducting monitoring pursuant to paragraph 3 (a) ("Monitoring Fees"). Upon payment of the remaining \$14,200.00, no further Monitoring Fees shall be owed by Owner to County under this Agreement.

(c) If the monitoring performed by County, or by its authorized agent on behalf of County, results in any additional impact fee, Owner shall pay the difference between the Alternative Traffic Impact Fee conditionally accepted by County under section 2 above, and any additional fee shown to be owing (the "Additional Alternative Impact Fee").

(d) Owner shall pay the Additional Alternative Impact Fee to County within thirty (30) days following written demand by County to Owner, or to its successors or assigns. Owner shall pay to County, by certified cashier's check, the Additional Alternative Impact Fee, plus interest from the date impact fees were due until the date of demand, at the rate in effect on the date the monitoring is completed, as established quarterly by the Comptroller of the State of Florida for judgments and decrees, pursuant to section 55.03, Florida Statutes, as may be amended.

(e) Any Additional Alternative Impact Fee owed shall be calculated using the cost variables found in the Orange County traffic impact fee ordinance existing on the Effective Date and the monitoring variables which result from County's monitoring.

(f) If monitoring by County results in a decreased total impact fee, Owner shall not be entitled to any refund.

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 2, 2016 Page 5 of 12

(g) Once paid to County, the Alternative Impact Fee, Monitoring Fees, and/or Additional Alternative Impact Fee are all non-refundable.

4. *Expansion of Development*. This Agreement is effective only for the limits and scope of the Project as identified, described, and approved by County. In the event the Project expands or is altered after the Effective Date, Owner, its successors, and/or assigns shall be subject to County's usual process, which may include payment of an additional impact fee pursuant to the fee schedule set forth in section 23-92 of the Orange County Code, as the fee schedule may be amended from time to time. Notwithstanding the foregoing, in the event the boundary of the Project is modified (e.g., additional property is incorporated) but there is no change in the limits and scope of the Project, then the terms of this Agreement shall remain effective.

5. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit and burden of, the heirs, legal representatives, successors, and assigns of the parties and shall run with Property and be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to Property.

6. *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 at such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner:

Denver Glazier 8355 NW 12th Street Doral, FL 33126

With a copy to:

Mohammed Abdallah, PE

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC - Warehouse 2, 2016 Page 6 of 12

	Traffic & Mobility Consultants, LLC 1507 S. Hiawassee Rd, Suite 212 Orlando, Florida 32835
With a copy to:	Allison E. Turnbull, Esq. Gunster, Yoakley & Stewart, P.A. 200 S. Orange Ave., Suite 1400 Orlando, Florida 32801
As to County:	Director, Orange County Public Works Department 4200 South John Young Parkway Orlando, Florida 32839
With copies to:	Orange County Public Works Department Manager, Traffic Engineering Division 4200 South John Young Parkway Orlando, Florida 32839
	Orange County Community, Environmental, and Development Services Department Manager, Fiscal and Operational Support Division 201 South Rosalind Avenue Post Office Box 1393 Orlando, FL 32802-1393

7. *Recordation of Agreement.* The parties hereto agree that this Agreement shall be recorded in the Official Records of Orange County, Florida, at Owner's expense, within ten (10) business days of the Effective Date.

8. *Applicable Law.* This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and in accordance with the Orange County Code.

9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Notwithstanding the foregoing statement, nothing herein precludes County from imposing a lien(s) against the Property for non-payment of impact fees. Venue for any action(s) 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. Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 2, 2016 Page 7 of 12

10. *Attorney Fees.* In the event either party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

11. Amendments. No amendment, modification, or other change to this

Agreement shall be binding upon the parties unless in writing and executed by all the

parties hereto.

12. *Construction of Agreement.* Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 2, 2016 Page 8 of 12

IN WITNESS WHEREOF, County and Owner 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

Printed name: _____

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC - Warehouse 2, 2016 Page 9 of 12

OWNER

AMB ORLANDO AIRPORT PARK, LLC, a Delaware limited liability company

By: AMB HFC L.P., a Delaware limited partnership, its sole member

By: AMB HFC GP, LLC, a Delaware limited liability company, its general partner

By: PROLOGIS 2, L.P., a Delaware limited partnership, its sole member

By: AMB PROPERTY HOLDING CORPORATION, a Maryland corporation, its general partner

Ø	20
By:	7817
Name:	Greg Bradley
	Vice President

WITNESSES

Print Name:

STATE OF GEORGIA COUNTY OF GWINNETT

THE FOREGOING instrument was acknowledged before me by <u>Greg Bradley</u>, the <u>Vice President</u> of AMB Property Holding Corporation, a Maryland corporation, as general partner of PROLOGIS 2, L.P., a Delaware limited partnership, as sole member of AMB HFC GP, LLC, a Delaware limited liability company, as general partner of AMB HFC L.P., a Delaware limited partnership, as sole member of AMB Orlando Airport Park, LLC, a Delaware limited liability company, who is known by me to be the person described herein, this <u>4th</u> day of <u>August</u>, <u>2016</u>. S/he is personally known to me or has produced (type of identification) as identification and did/did not (circle one) take

an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 4^{th} day of <u>August</u>, 2016.

Susan a Graphel

NOTARY PUBLIC

Print Name: Susan A. Beagle

My Commission Expires: August 15, 2017



Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC - Warehouse 2, 2016 Page 10 of 12

Exhibit "A"

Prologis OAP Warehouses - Warehouse 2

Orange County Parcel Identification Numbers: 20-24-30-6270-02-(010) and (020); 20-24-30-6270-00-(033)

.

I.

the second second second second second second second second second second second second second second second s

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 2, 2016 Page 11 of 12

Legal Description:

A PORTION OF THOSE LANDS LYING IN THE NORTHEAST ONE QUARTER OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 30 EAST IN ORANGE COUNTY FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

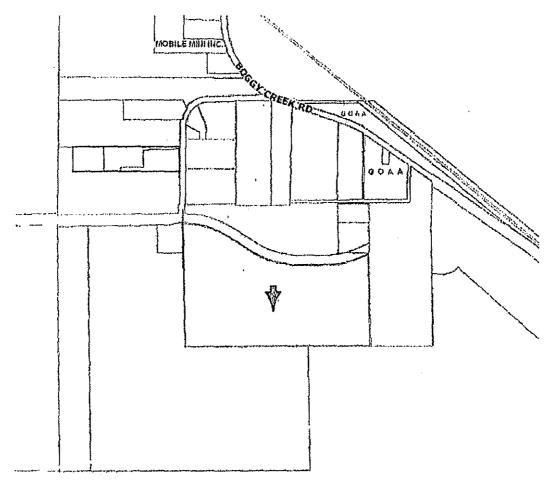
COMMENCE AT A 6"x 6" CONCRETE MONUMENT AS IDENTIFIED BY CERTIFIED CORNER RECORD NO. 75519; SAID POINT MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 30 EAST AND THE POINT OF COMMENCEMENT; THENCE RUN \$89°46'58"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, ALSO BEING THE SOUTH LINE OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST A DISTANCE OF 2676.96 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 20, TOWNSHIP 24 SOUTH, RANGE 30 EAST AND THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE OF SECTION 20 RUN N89º25'14"E 0.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 904.94 FEBT; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 32°09'39" AN ARC DISTANCE OF 507.96 FEET TO THE POINT OF TANGENCY; THENCE RUN \$58°25'06"E A DISTANCE OF 311.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1004.94 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 31°34'54" AN ARC DISTANCE OF 553,93 FEET TO THE POINT OF TANGENCY: THENCE RUN N90°00'00"E A DISTANCE OF 256.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1004.94 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 28º38'12" AN ARC DISTANCE OF 502.27 FEET TO THE END OF CURVE ALSO BEING A POINT ON THE EAST LINE OF THE WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE GUARTER OF SAID SECTION 20, ALSO BEING THE WEST LINE OF LOT 8 VERHOVAY COLONY AS RECORDED IN PLAT BOOK O PAGE 16 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN \$01°02'03"E ALONG SAID EAST LINE AND WEST LINE OF SAID LOT 8 A DISTANCE OF 997.48 FEET TO THE SOUTHEAST CORNER OF THE WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 8: THENCE RUN S89°48'41"W ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20 A DISTANCE OF 2005.18 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE RUN NO1°08'40"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 A DISTANCE OF 1327.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.29 ACRES (2,059,700 SQ. FT.), MORE OR LESS.

Amended and Restated Transportation Impact Fee Agreement Regarding and Alternative Impact Fee Calculation for Prologis OAP AMB Orlando Airport Park, LLC – Warehouse 2, 2016 Page 12 of 12

Sketch:

· · ·





OFFICE OF THE COMPTROLLER

ORANGE COUNTY FLORIDA

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

COUNTY COMMISSION AGENDA Tuesday, August 23, 2016

COUNTY COMPTROLLER

Informational only - No Board action required

Receipt of the following items to file for the record:

- a. Notice of Regular Monthly Meetings of the Orange County Industrial Development Authority for the period from August 2016 through July 2017 and copy of Affidavit of Publication from Orlando Sentinel regarding its publication of Notice on June 25, 2016.
- b. Minutes of the January 14, February 11, February 23 and, March 31, 2016, Charter Review Commission.

Items filed for the record can be accessed at <u>www.occompt.com</u>. Then navigate to Clerk of the BCC.

III. DISCUSSION AGENDA COUNTY ADMINISTRATOR



August 12, 2016

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

FROM: Ajit M. Lalchandani, County Administrator

SUBJECT: Presentation of 2016 Charter Review Commission Final Report DISCUSSION AGENDA ITEM AUGUST 23, 2016

On January 27, 2015, the Board approved Resolution 2015-M-02 appointing the 2016 Charter Review Commission (CRC). The CRC approved its final report on June 21, 2016. At the August 23, 2016 Board meeting, CRC Chairman Kevin Shaughnessy will present an overview of the CRC's deliberations and the charter proposals being placed on the November ballot. A copy of the report is attached for your review.

This item is for information, only. No action is requested of the Board.

Attachment

AML/cjg

AJIT M. LALCHANDANI, County Administrator 201 South Rosalind Avenue • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393 Telephone 407-836-7366 • FAX 407-836-7399 Ajit.Lalchandani@ocfl.net

344

ORANGE COUNTY

2016 CHARTER REVIEW COMMISSION

FINAL REPORT

THE FINAL REPORT OF THE ORANGE COUNTY 2016 CHARTER REVIEW COMMISSION PROPOSING TO AMEND THE ORANGE COUNTY CHARTER TO: REFORM THE CHARTER'S INITIATIVE PETITION PROCESS; CHANGE COUNTY CONSTITUTIONAL OFFICERS TO CHARTER OFFICERS AND PROVIDE FOR NONPARTISAN ELECTIONS AND TERM LIMITS; AND PRESERVE TERM LIMITS AND NONPARTISAN ELECTIONS FOR COUNTY CONSTITUTIONAL AND CHARTER OFFICERS.

TABLE OF CONTENTS

,

Section	Title	Page
I	Introduction	1
II	Summary of Charter Review Commission (CRC) Actions	2 - 6
1	Proposed Charter Amendment Concepts	7 - 12
IV	Amendments Approved by the 2016 CRC To Be Voted On In the 2016 General Election	13 - 25
V	Spanish Translation of Ballot Questions	26 - 28
VI	Conclusion and Signatures	30
Appendix A	Table of Meetings and Public Hearings	31 - 39
Appendix B	Table of Committees and Members	40

7

SECTION I

This is the final report of the Orange County 2016 Charter Review Commission ("2016 CRC" or "CRC"). The 2016 CRC is an independent commission of 15 Orange County citizens empowered to conduct a comprehensive study of all aspects of Orange County's government. The CRC is authorized to place proposed amendments and revisions to the Orange County Charter ("Charter") on the 2016 general election ballot. Such proposed amendments do not require approval from the Board of County Commissioners.

The 2016 CRC conducted a comprehensive review of the Charter, and has chosen to place 3 prospective Charter amendments on the ballot for consideration by Orange County voters. The 2016 CRC reached this decision after holding numerous public hearings and after receiving testimony from county officials, staff, constitutional officers, representatives of community organizations, members of the public and other interested parties.

This report contains a summary of the approach followed and actions taken by the 2016 CRC, a discussion of the various potential Charter amendment concepts that were presented to the CRC, a discussion of the CRC's evaluation and decision regarding the various Charter amendment concepts, the text of the 3 proposed Charter amendments, as well as descriptions of proposals that are not being placed on the ballot.

SECTION II SUMMARY OF CRC ACTIONS

February 12, 2015 Business Meeting: The 2016 CRC convened, pursuant to Resolution of the Board of County Commissioners No. 2015-M-02, which formally created the 2016 CRC on January 25, 2015. None of the appointed members were elected officials. Mayor Teresa Jacobs welcomed the members and thanked them for their commitment in serving on the commission. The 2016 CRC elected Commissioner Kevin Shaughnessy as its Chair, and as its Vice Chair, Commissioner Eddie Fernandez. Comptroller Martha Haynie outlined the administrative functions regarding CRC budget, staffing and office space, explanation of minutes of full Commission meetings, and information about historical records of the Charter Review Commission. Assistant County Attorney Kate Latorre presented an overview of the Florida Sunshine Law and Code of Ethics as they apply to the CRC and its members. Chair Shaughnessy then presented an overview of legal counsel selection. A CRC general counsel work group was formed. Ms. Foglesong presented information regarding the hiring process of the Administrative Assistant position. An Administrative Assistant Work Group was formed.

March 12, 2015 Business Meeting: Chair Shaughnessy presented an update on the progress made to date to hire a staff person for the CRC; the work group will conduct interviews and hire the assistant prior to the April meeting. Chair Shaughnessy discussed inviting public elected officials to speak. A schedule for future CRC meetings and public hearings was reviewed and approved. The CRC chose the Vose Law Firm as the 2016 CRC General Counsel. (A contract was signed on April 6, 2015.)

April 9, 2015 Business Meeting: Chair Shaughnessy introduced CRC General Counsel Wade Vose and announced that Anissa Mercado had been selected as the 2016 CRC Administrative Assistant. Chair Shaughnessy requested a presentation regarding the Tax Collector's Office Feasibility Task Force. Three (3) work groups were appointed to consider various proposals: CRC Issues, Initiative Petitions and Constitutional Officer/Charter Officers. Invited speakers included: Town of Windermere Mayor Gary Bruhn and Orange County Tax Collector Scott Randolph.

May 14, 2015 Public Hearing: This meeting was the first of six (6) public hearings. Several work groups presented reports on their activities to date. General Counsel Vose presented the Florida Association of Counties Chart of Florida's 20 County Charters and provided information on the single-subject rule applicable to County Charters. A work group was appointed to consider Expansion of the Number of County Commission Districts. Invited speakers included: Commissioner Pete Clarke and Comptroller Martha Haynie. June 9, 2015 Public Hearing: This meeting was the second of six (6) public hearings. Several work groups presented reports on their activities to date. Chair Shaughnessy explained that, when bringing a recommendation to the full CRC, work groups should consider economic impact, all affected Charter sections, and the rationale behind the proposal. He directed that all materials be provided one week in advance of the meeting. Invited speakers included: Supervisor of Elections Bill Cowles, Clerk of Court Tiffany Moore Russell, Commissioner Victoria Siplin, and Paul Rosenthal, member of the 2012 Tax Collector's Feasibility Task Force.

July 9, 2015 Business Meeting: Several work groups presented reports on their activities to date. Two (2) work groups were appointed: Sales Tax for Infrastructure and Tourist Development Tax Procedures/Priorities.

August 13, 2015 Public Hearing: This meeting was the third of six (6) public hearings. Several work groups presented reports on their activities to date. The CRC voted to allow CRC members to appear at work group meetings by phone, but determined that the work group member is allowed to listen only and not to participate in the meeting. The CRC adopted Robert Rules of Order for procedures at meetings of the full CRC and work groups. It also agreed that, when there are 6 members of a work group or an even number of members present, 50 percent would constitute a quorum. Chair Shaughnessy discussed public comment concerns relative to land use issue controls under the Charter and annexation issues in preservation districts. The invited speaker was Commissioner Jennifer Thompson.

September 10, 2015 Public Hearing: This meeting was the fourth of 6 public hearings. Several work groups presented reports on their activities to date. General Counsel Vose presented his research on whether the County Charter can be used to effect Comprehensive Plan regulations or make changes to that process. He indicated that a County Charter can impose stricter Comprehensive Plan approval limitations. Based upon the request of Supervisor of Elections Bill Cowles that the Charter be amended to align with revised Florida election law, the CRC voted to place on the ballot an amendment to Section 605 of the County Charter as follows: "In the event that more than 2 candidates, including write-in candidates, have qualified for any single office under the chartered government, an election shall be held at the time of the primary election and, providing no candidate receives a majority of the votes, the two (2) candidates receiving the most votes shall be placed on the ballot for the general election." Invited speakers included: County Mayor Teresa Jacobs and Commissioner S. Scott Boyd.

October 8, 2015 Business Meeting: Several CRC work groups presented reports on their activities to date. The invited speaker was Sheriff Jerry Demings.

November 12, 2015 Public Hearing: This meeting was the fifth of 6 public hearings. Chair Shaughnessy announced that Charter Review Commissioner Gail Cosby resigned from the CRC due to work constraints. Several work groups presented reports on their activities to date. The CRC voted against accepting the recommendation of the Expansion of County Commission Work Group to amend Sections 202, 203 and 204 of the Orange County Charter to add two (2) single member commission districts. The CRC voted against a request for the Expansion of the County Commission Work Group to remain in existence to address some of the concerns raised by the public and the members of the CRC and voted against the work group bringing back a motion on the expansion of county commission districts that might be acceptable to the full CRC. The CRC established a work group to study the rural service boundary and other issues brought by the Lake Pickett Group. The invited speaker was Commissioner Ted Edwards.

December 10, 2015 Public Hearing: This meeting was the sixth of 6 public hearings. Several work groups presented reports on their activities to date. Chair Shaughnessy welcomed new member Sandra D. St. Amand, replacing Gail Cosby. The invited speaker was Commissioner Bryan Nelson.

January 14, 2016 Business Meeting: Several work groups presented reports on their activities to date. No actions were taken by the CRC.

February 11, 2016 Business Meeting: Several work groups presented reports on their activities to date. The CRC voted to accept the final report and recommendations of the Initiative Petitions Work Group and place those recommendations on the November 2016 ballot.

February 23, 2016 Business Meeting: Several work groups presented reports on their activities to date. The CRC voted to accept the final report and recommendations of the Tourist Development Tax Procedure/Priority Work Group and place those recommendations on the November 2016 ballot.

March 31, 2016 Business Meeting: The Ballot Summary and Initiative Petitions Work Groups presented reports on their activities to date. The CRC voted to accept the final report and recommendation of the Protection of the Rural Boundary Work Group to make no Charter changes. The CRC deferred action for one month on the Constitutional/Charter Officers Work Group final report and recommendations until a ruling is made on the pending lawsuit, *Demings v Orange County* 2014-CA-01858-O, which challenges a 2014 charter amendment imposing term limits and nonpartisan elections on County Constitutional Officers.

April 28, 2016 Business Meeting: The Ballot Summary Work Group presented a report on activities to date. Member Jose Fernandez presented an alternate proposal on expanding the number of commission districts. The CRC voted against his request to rescind its earlier actions not to expand the number of commission districts. In follow up to the CRC's request at its last regular meeting, General Counsel Vose summarized his April 19, 2016, memorandum regarding the pending litigation in *Demings v Orange County*, 2014-CA-010858-O (Fla. 9th Cir. Ct 2014). General Counsel provided the CRC with potential actions the CRC could take to preserve the substance of the 2014 Charter Amendment providing for nonpartisan elections and term limits for county officers. The CRC directed the Constitutional/Charter Officer Work Group to reconvene to discuss any updates in the pending litigation.

May 26, 2016 Business Meeting: The Ballot Summary Work Group presented a report on activities to date. Chair Shaughnessy referred to the expansion of the County Commission proposal considered during the meeting of April 28th; in particular, the motion to rescind the CRC's prior action concerning the expansion of the County Commission along with consideration of an alternative proposal, indicating the opportunity for public comment did not take place. Therefore, Member Jose Fernandez reiterated his proposal to the CRC prior to taking public comment. The CRC voted against his request to rescind its earlier actions not to expand the number of commission districts. The CRC reviewed the first draft of the CRC Final Report and made additional suggested changes. A work group was appointed to consider public outreach opportunities. Chair Shaughnessy stated that discussion regarding rescinding the proposed Tourist Development Tax Amendment would be placed on the Agenda for the June 9th CRC meeting.

June 9, 2016 Business Meeting: The CRC voted to place on the ballot a charter amendment making the offices of the Clerk of Court, Comptroller, Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector into elected charter officers. The CRC directed General Counsel Vose and the Ballot Summary Work Group to reconvene to further discuss drafting language that will preserve any charter provisions specifying nonpartisan elections or term limits. Chair Shaughnessy noted there are many speaking opportunities in regards to outreach once the CRC has completed the final report. The CRC voted against rescinding their prior action to place the Tourist Development Tax amendment on the November 2016 ballot. The CRC reviewed the second draft of the CRC Final Report and made additional suggested changes.

June 21, 2016 Business Meeting: The Ballot Summary Work Group presented a report on activities to date. The CRC voted to place on the ballot a charter amendment preserving any charter provisions specifying nonpartisan elections or term limits. The CRC voted to rescind its prior action to place the Tourist Development Tax amendment on the November 2016 ballot. The CRC voted against a revised Tourist Development Tax amendment Tax amendment. The CRC accepted the CRC Final Report with changes reflecting actions taken by the CRC.

Proposed Charter Changes: Throughout the term of its work, the 2016 CRC compiled a list of all proposed Charter amendment ideas or concepts, regardless of their source, for discussion and evaluation. The sections of the Charter potentially affected by the various suggestions for change were identified. Various committees were established to consider the proposed changes. All parties were urged to put their suggestions/ideas in writing. CRC Administrative Assistant Mercado kept a running tally of all ideas and concepts.

Public Hearings: Following the practice of prior CRCs, public hearings were held at locations throughout Orange County, with one in each Commission District. Public hearings were scheduled to give citizens an opportunity to address the CRC with their concerns in their "backyards." Opportunities for public comment were also offered at all CRC meetings. Section 702 of the Charter requires that no less than four (4) public hearings be held prior to placing proposed Charter revisions and amendments on the ballot. The public hearings in the 6 Commission Districts fulfilled this requirement. Attached as Appendix A is a table of the 2016 CRC Meetings and Public Hearings held during this CRC cycle.

From February 12, 2015, through June 21, 2016, the 2016 CRC held a total of 84 meetings, including 13 regular monthly business/full CRC meetings, 65 work group meetings, and 6 designated and advertised public hearings.

SECTION III PROPOSED CHARTER AMENDMENT CONCEPTS

The 2016 CRC heard from elected officials and members of the public who recommended or suggested a variety of charter amendment concepts. Concepts were assigned to interested CRC members for further research and evaluation. This section of the Final Report contains a summary of each of those proposals along with the final action taken on each measure by the 2016 CRC.

A. <u>Article II – Legislative Branch: Board of County Commissioners Proposals</u>

1. Sec. 202 – Commission Districts

Expansion of County Commission Districts

Proposal Summary: A proposal reviewed by the 2016 CRC was to expand the number of County Commissioner Districts from six (6) to eight (8) to accommodate increases in Orange County's population. The work group agreed to research the issue and reviewed multiple alternatives. The work group's recommendation was to increase the Orange County Commission from seven (7) members to nine (9) members, with eight (8) Commissioners elected in single-member districts, plus a Mayor elected countywide, with the seats to be implemented for the 2018 election.

Final Action – Rejected

The CRC voted against the work group recommendation to place a question on the ballot to increase the number of county commission districts.

2. Sec. 202 – Commission Districts Expansion of County Commission Districts

Proposal Summary: Commissioner J. Fernandez proposed in April and May 2016 to expand the number of County Commissioner Districts from six (6) to eight (8) to accommodate increases in Orange County's population. His recommendation was to increase the Orange County Commission from seven (7) members to nine (9) members, with eight (8) Commissioners (increased from six) elected in single-member districts, plus a Mayor elected countywide. Specifically, he proposed that the two (2) additional single-member districts be drawn by the 2021 Redistricting Advisory Committee. The Orange County Board of County Commissioners would then approve a redistricting plan for all eight (8) single member districts by December 2021. The new commissioners

would be elected in the County's 2022 election cycle with one (1) of the two (2) commissioners elected to an initial two-year term to stagger the new commission seat elections.

Final Action – Not Considered

The CRC voted against Member J. Fernandez's request to rescind the CRC's prior action concerning expansion of county commission districts and consideration of his alternative proposal.

3. Sec. 207 – Powers and Duties Protection of the Rural Boundary and Urban Focus Amendment

Proposal Summary: A member of the public proposed that the Charter be amended to impose stricter Comprehensive Plan approval requirements. Based upon its study, the work group recommended no changes to Sec. 207.

Final Action – Accepted

The CRC voted in favor of the work group recommendation to take no further action on the proposed amendment. The CRC agreed to transmit a recommendation to the Mayor that she explore designating a staff member to serve as a Coordinator for Pine Hills, empowered to directly coordinate with County Department Heads on behalf of Pine Hills.

4. Sec. 209 – Meetings

Meetings of the Board; the Right to Be Heard and the Right to Public Input; Reservation of Citizen Rights

Proposal Summary: Two (2) members of the public proposed that the Charter be amended to impose a requirement for a specified number of evening Board of County Commission (BCC) meetings and to protect citizens' rights by amending the Charter to impose a requirement for a County Public Advocate. County Administrator and County staff presented to the CRC Issues Work Group regarding the processes and avenues currently in place for members of the public to provide input to the BCC and receive information regarding BCC actions.

Final Action – None Taken

No CRC member sponsored this issue. Therefore no changes to this section of the Charter were drafted or considered.

B. Article VI – Initiative, Referendum and Recall Proposals

5. Sec. 601 – Initiative and Referendum / Sec. 602 – Procedure for Initiative and Referendum / Sec. 603 – Limitation

Proposal Summary: The Initiative Petitions Work Group recommended reforming the charter initiative process. The reforms included: providing a single subject requirement; legal review; Comptroller-prepared financial impact statement; public hearing requirements; equal percentages of signatures from all commission districts; disclosure of gatherer's paid/volunteer status; requiring gatherer's affidavit and badge; adding a signature withdrawal process; deadlines and other procedural reforms; and protecting successful amendments for one year.

Final Action – Approved

The CRC voted to accept the work group recommendation to place on the ballot changes to Sections 601 and 602 of the Orange County Charter (and a corresponding change to Section 603 of the Charter) relating to initiative petitions, the adoption by the County Commission of an ordinance to carry out the intent of the recommended changes, and a codification of existing laws and procedures.

6. Sec. 605 – Nonpartisan Elections

Proposal Summary: Supervisor of Elections Cowles recommended that the Charter be amended to align with current County practice that if there are two (2) candidates for a Charter office, including write-in candidates, an election be held at the time of the primary election, and, if no candidate receives a majority of the votes, the two (2) candidates receiving the most votes be placed on the ballot for the general election.

Final Action – Approved, however later withdrawn

The CRC voted to place on the ballot changes to Section 605 of the Orange County Charter relating to write-in candidates for Charter officer elections. However, Supervisor of Elections Cowles later recommended that this proposal be withdrawn in light of pending litigation in *Demings v. Orange County*, 2014-CA-010858-O (Fla. 9th Cir. Ct. 2014).

C. Article VII – General Provisions Proposals

 Sec. 703 – County Officers, Sec. 706 – Legal Actions Involving County, Sec. 709 – Uniform Budget Procedures / Sec. 712 – Audits of County Officers

Proposal Summary: The work group considered Commissioner S. Scott Boyd's request for a Charter amendment to limit all County Constitutional Officers to a maximum of eight (8) years, or two (2) full four-year terms. Further studied was County Mayor Teresa Jacob's proposed charter amendment to convert the Clerk of Court, Comptroller, Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector to charter officers. The work group considered the independence of constitutional officers, feasibility of an independent Tax Collector, and audit authority/enforcement powers of the Orange County Comptroller.

Based upon its study, the work group originally recommended in March 2016 making no changes to the language of Sections 703, county officers, which establishes a limit of four consecutive 4-year terms for constitutional officers; and further, recommended to take no action on changing the status of the constitutional officers.

Further, the work group recommended making no changes to the language of Section 712, Audits of County Officers. This recommendation is based upon the Florida Constitution in Article V, Section 16, Article VIII, Section 1(d), and the Section 712 of the Charter, as amended in 1996. The work group concluded that the authority of the Comptroller to audit the BCC comes from the state constitution, and the authority to audit constitutional officers comes from the current county charter.

During consideration of the work group recommendation, the full CRC remanded this proposed Charter amendment for review of the pending litigation in *Demings v. Orange County*, 2014-CA-010858-O (Fla. 9th Cir. Ct. 2014), in order to provide the CRC with an assessment of the status of the case, and to determine whether any potential action of the CRC could be taken to preserve the substance of the 2014 Charter amendment providing for nonpartisan elections and term limits for County officers, in the event Orange County was not successful in its defense of that Charter Amendment.

Based upon its study, the CRC decided to place on the ballot a proposed charter amendment making the Clerk of Court, Comptroller, Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector into nonpartisan, elected charter officers subject to term limits of four consecutive

4-year terms, abolishing their status as constitutional officers, and specifying they are not subject to county commission or mayoral authority and shall have all the rights and privileges of their corresponding constitutional officers except as expressly provided by Charter.

In addition, the CRC voted to place on the ballot a proposed charter amendment that would serve to revive any provision in the Orange County Charter specifying term limits or nonpartisan elections for county constitutional or charter officers, in the event the provision is or has ever been rendered unenforceable by court action, and a later court action or legislative enactment renders that provision lawful and enforceable.

Final Action – Accepted

The CRC voted to place on the ballot changes to Sections 703, 706 and 709 of the Orange County Charter relating to changing the status of the constitutional officers. The CRC also voted to place on the ballot a charter provision that would preserve provisions for term limits and nonpartisan elections in the event they are rendered unenforceable and later changes in law make them enforceable again.

8. Sec. 713 – Tourist Development Tax Procedures / Priorities

Proposal Summary: The work group researched options to define and create a fair and competitive program for the award of some Tourist Development Tax funds.

Final Action – Approved, however later withdrawn

The CRC voted to accept the work group recommendation to place on the ballot changes to create new Section 713 in the Orange County Charter to establish a competitive, performance-based process for awarding unencumbered tourist development tax in accordance with the authorized uses of the revenue as stated in the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) and Orange County Code. However, the CRC later rescinded this action. After the action was rescinded, Commissioner E. Fernandez proposed a revised and pared down version of the previously approved Tourist Development Tax amendment. The CRC voted against the revised proposal.

D. Article VIII – Citizen Review Board Proposals

9. Sec. 801 – Citizen Review Board

Proposal Summary: The work group reviewed materials relating to the Citizen Review Board that formerly existed under the Orange County Charter. After discussion, the work group recommended taking no action on reestablishing a Citizens Review Board relating to the Sheriff's Office. The work group recommended providing information on Sheriffs' Citizens Advisory Committees to the 2018 Constitutional Revision Commission to explore an amendment to the Florida Constitution to allow charter counties the authority to create a Sheriff's Citizens Review Board or a Sheriff's Citizens Advisory Committee, providing a copy of the Orange County Sheriff's General Order (G.O.20.1.13). The work group recommended that the 2020 Charter Review Commission evaluate the then-current status of the Sheriff's Citizens Advisory Committee.

Final Action – Approved

The CRC voted to accept the Constitutional/Charter Officers Work Group recommendation to take no action on the Citizens Advisory Board and agreed to include in this Final Report a recommendation that the 2020 Charter Review Commission look at Orange County Sheriff's General Order (G.O.20.1.13) to ensure its continued existence and to transmit a recommendation to the 2018 Constitutional Revision Commission that it explore an amendment to the Florida Constitution to allow charter counties the authority to create a Sheriff's Citizens Review Board or a Sheriff's Citizens Advisory Committee, and providing a copy of the Orange County Sheriff's General Order (G.O.20.1.13).

SECTION IV AMENDMENTS APPROVED BY THE 2016 CHARTER REVIEW COMMISSION TO BE VOTED ON THE 2016 GENERAL ELECTION

QUESTION #1

A. Introduction

This Charter amendment would provide substantive changes in the initiative petition process, as well as certain administrative and procedural changes, in order to provide a clear and concise guide for petitioners to follow in seeking to amend the Charter and adopt, amend, or repeal ordinances.

B. <u>Ballot Proposal:</u> The ballot title and question for Question #1 are as follows:

REFORMING INITIATIVE PROCESS TO PROVIDE CLARITY, ACCOUNTABILITY, AND TRANSPARENCY, AND ENSURE EQUAL TREATMENT OF VOTERS

Reforming the charter initiative process by providing single subject, legal review, Comptroller-prepared financial impact statement, and public hearing requirements; ensuring equal percentage of signatures from all commission districts rather than only the majority of the districts; enhancing disclosure of gatherer's paid/volunteer status, requiring gatherer's affidavit and badge, adding signature withdrawal process, deadlines and other procedural reforms; and protecting successful amendments for one year. Comptroller estimated financial impact: \$7,000 per proposed ballot guestion.

> ____ Yes ____ No

C. <u>Text Revisions:</u> Sections 601, 602, and 603 of the Orange County Charter are amended to read as follows:

ARTICLE VI. - INITIATIVE, REFERENDUM AND RECALL

Sec. 601. - Initiative and referendum.

The power to propose amendment or repeal of this Charter, or to propose enactment, amendment or repeal of any county ordinance by initiative is reserved to the people of the county.

- A. Charter. A petition seeking to amend or repeal the Charter of Orange County shall be signed by ten (10) percent of the county electors in <u>each commission district</u> a majority of the commission districts as of January 1 of the year in which the petition is initiated. No less than 75% of the minimum number of required signatures shall be on petition forms approved by the supervisor of elections containing the comptroller's financial impact statement pursuant to Section 602 E, 3.
- B. Ordinance. A petition seeking to enact, amend or repeal an ordinance shall be signed by seven (7) percent of the county electors in each commission district as of January 1 of the year in which petition is initiated. No less than 75% of the minimum number of required signatures shall be on petition forms approved by the supervisor of elections containing the comptroller's financial impact statement pursuant to Section 602 E. 3.

Sec. 602. - Procedure for initiative and referendum.

A. Initiation and Overview of Process

The sponsor of an initiative petition shall register as a political committee as required by general law, and shall, prior to obtaining any signatures, submit the text of the proposed petition to the supervisor of elections, with the form on which signatures will be affixed, and shall obtain the approval of the supervisor of elections of such form. The style and requirements of such form may be specified by ordinance. Concurrent with this submission, the sponsor of an initiative petition shall prepare and submit translations of the ballot title and ballot summary into those languages required by law for placement on the ballot. Within fifteen (15) days after the aforementioned submittals, the supervisor of elections shall render a determination on the form on which signatures will be affixed. Each initiative petition shall embrace but one subject and matter directly connected therewith. The beginning date of any petition drive shall commence upon the date of approval by the supervisor of elections of the form on which signatures will be affixed, and said drive shall terminate one hundred eighty (180) days after that date. In the event sufficient signatures are not acquired submitted during that one-hundred-eighty-day period, the petition drive shall be rendered null and void and none of the signatures may be carried over onto another identical or similar petition. If sufficient signatures are obtained submitted during that one-hundredeighty-day (180) period, the sponsor shall submit signed and dated forms to the supervisor of elections who shall within thirty (30) days thereafter verify the signatures thereon and submit a written report to the board.

B. Form of Petition

The form on which signatures will be affixed shall contain the ballot title, ballot summary, and full text of the charter or ordinance change proposed. Such form shall also contain an affidavit to be completed by a petition gatherer, signed and verified by the petition gatherer under penalty of perjury pursuant to Section 92.525(1) (c), Fla. Stat., for each petition gathered by that petition gatherer. Such affidavit shall specify the name and address of the petition gatherer who gathered the petition, whether the petition gatherer was a paid petition gatherer or a volunteer petition gatherer, and if paid, whether paid on an hourly basis, a per-signature basis, or some other basis therein described. Such affidavit shall also specify that the petition was signed in the petition gatherer's presence, that the petition gatherer believes the signature on the petition to be the genuine signature of the petition signer.

C. Petition Gathering

As used in this Charter, "petition gatherer" means any individual who gathers signatures in person for a county initiative petition. A petition gatherer gathering signatures for a county initiative petition who is not being paid to do so shall display a badge that states the words "VOLUNTEER GATHERER", in a form and manner specified by ordinance. A petition gatherer gathering signatures for a county initiative petition who is being paid to do so shall display a badge that states the words "PAID GATHERER", in a form and manner specified by ordinance. The petition gatherer shall sign and verify under penalty of perjury pursuant to Section 92.525(1) (c), Fla. Stat. the affidavit required on the petition form for each petition gathered by the petition gatherer. Petitions signed by an elector but not gathered by a petition gatherer shall not be required to have a completed petition gatherer's affidavit, but such petitions shall be submitted by the sponsor to the supervisor of elections with an accompanying statement signed and verified under penalty of perjury pursuant to Section 92.525(1)(c), Fla. Stat., averring that such accompanying petitions were submitted by the signing elector directly to the sponsor and were not collected by a petition gatherer, and stating the month during which such petitions were received by the sponsor.

D. Submission of Signed Petitions Gathered by Petition Gatherers; Verification of Requisite Signatures

The sponsor shall submit all signed petitions gathered by petition gatherers during a month or otherwise received by the sponsor during such month to the supervisor of elections for signature verification no later than the fifth day of the following month. The supervisor of elections shall verify the validity of signatures for each signed petition submitted within

thirty (30) days after submittal to the supervisor of elections. No signature shall be valid unless handwritten and submitted on a paper petition form completed and submitted in a manner consistent with this section. The supervisor of elections shall post a running tally of the number of signatures verified for each initiative petition on the supervisor of elections' website for public view. Otherwise valid signatures not timely submitted to the supervisor of elections shall not be counted towards the total number of signatures required under Section 601.

E. Legal Review, Financial Impact; Public Hearing

- 1. One Percent Threshold. Upon verification by the supervisor of elections that a petition has been signed by at least one (1) percent of the county electors in each commission district, the supervisor of elections shall so notify the board, the comptroller and the Legal Review Panel.
- Legal Review Panel. The Legal Review Panel shall be a panel of 2. three (3) persons licensed to practice law in the state of Florida who have demonstrated experience in Florida local government law, and who shall be selected on a bi-annual basis through the county's procurement process applicable to legal services. The Legal Review Panel shall meet and render a determination, within twenty (20) days after notification pursuant to Section 602 E. 1. by the supervisor of elections, whether the proposed initiative petition. including ballot title, ballot summary, proposal language, and ballot language translations, embraces but one subject and matter directly connected therewith, and is not inconsistent with the Florida Constitution, general law, or the restrictions of the Charter. If at least two (2) members of the Legal Review Panel determine that the proposed initiative petition embraces but one subject and matter directly connected therewith, and is not inconsistent with the Florida Constitution, general law, or the restrictions of the Charter, then the Legal Review Panel shall render a written opinion setting forth its determination and the reasons therefor, and shall so notify the board, the supervisor of elections, and the sponsor of the petition. If at least two (2) members of the Legal Review Panel determine that the proposed initiative petition does not embrace but one subject and matter directly connected therewith, or is inconsistent with the Florida Constitution, general law, or the restrictions of the Charter, then the Legal Review Panel shall render a written opinion setting forth its determination and the reasons therefor, and shall so notify the board, the supervisor of elections, and the sponsor of the petition. In such case, the petition drive shall thereafter terminate, and none of the signatures acquired in such a petition drive may be carried over onto another petition.

- Financial Impact Statement. Within twenty (20) days after 3. notification pursuant to Section 602 E. 1. by the supervisor of elections, the comptroller shall prepare and transmit to the board, supervisor of elections, and the sponsor of the petition, a financial impact statement, not exceeding seventy-five (75) words, including the estimated increase or decrease in any revenues or costs to the county or local governments or to the citizens resulting from the approval of the proposed initiative petition. The comptroller shall also prepare translations of the financial impact statement into those languages required by law for placement on the ballot. Upon receipt of the financial impact statement, the sponsor of the petition shall prepare and submit to the supervisor of elections for review and approval a revised petition form containing the financial impact statement, which statement shall be separately contained and placed immediately following the ballot summary. The supervisor of elections shall, within fifteen (15) days after submittal of the revised petition form containing the financial impact statement, render a determination on the form of the revised petition.
- 4. Public Hearing. Within sixty (60) days after notification of legality by the Legal Review Panel, the board shall hold a public hearing on the petition, at which the sponsor of the initiative petition, the board, and the public may comment on the petition.
- F. Termination of Petition Drive by Sponsor; Withdrawal of Signature by Petition Signer

A sponsor of an initiative petition may terminate a petition drive by filing with the supervisor of elections a completed initiative termination form promulgated by the supervisor of elections. Prior to final verification of sufficient signatures for an initiative petition by the supervisor of elections, a petition signer may withdraw his or her signature by filing with the supervisor of elections a completed signature withdrawal form adequately identifying the petition signer and petition drive, promulgated by the supervisor of elections and available to print from the supervisor of elections' website.

G. Referendum

A. <u>1.</u> <u>Charter.</u> Within thirty (30) days a <u>A</u>fter the requisite number of names <u>signatures</u> have been verified by the supervisor of elections and reported to the board, the board shall, by resolution, call a referendum <u>shall be held</u> on the question of the adoption of the proposed petition to be held at the next primary, <u>or</u> general or special election occurring at least one hundred fifty (150) days after verification of sufficient signatures by the supervisor of elections.

The comptroller's financial impact statement shall be separately contained and placed on the ballot immediately following the corresponding ballot summary. If the question of the adoption of the proposed petition is approved by a majority of those registered electors voting on the question, the proposed petition shall be enacted and shall become effective on the date specified in the petition, or, if not so specified, on January 1 of the succeeding year. A charter amendment adopted by initiative may not be amended or repealed for a period of one (1) year after its effective date.

- <u>B</u>_ -2. Ordinance. Within thirty (30) days after the requisite number of names-signatures have been verified by the supervisor of elections and reported to the board, the board shall notice and hold a public hearing on the proposed petition according to law and vote on it. If the board fails to adopt the proposed petition, the board shall so notify the supervisor of elections, and it shall, by resolution, call a referendum shall be held on the question of the adoption of the proposed petition to be held at the next primary, or general or special election occurring at least one hundred fifty (150) days after verification of sufficient signatures by the supervisor of elections. The comptroller's financial impact statement shall be separately contained and placed on the ballot immediately following the corresponding ballot summary. If the question of the adoption of the proposed petition is approved by a majority of those registered electors voting on the question, the proposed petition shall be declared by resolution of the board to be enacted and shall become effective on the date specified in the petition, or, if not so specified, on January 1, of the succeeding year. The board shall not amend or repeal an ordinance adopted by initiative for a period of one (1) year after the effective date of such ordinance.
- G.<u>3.</u> The initiative power shall not be restricted, except as provided by general law and this Charter.
 - 4. Charter amendments and ordinances by initiative appearing on the ballot shall be numbered using alphabet lettering and placed in the following order: first, charter amendments proposed by the Charter review commission; next, charter amendments proposed by the board; next, charter amendments proposed by initiative petition; and last, ordinances by initiative. In each case, the article and section of the charter or code of ordinances being created or amended shall be stated along with the title.

Sec. 603. - Limitation.

- A. The power to enact, amend or repeal an ordinance by initiative shall not include ordinances relating to administrative or judicial functions of county government, including but not limited to, county budget, debt obligations, capital improvement programs, salaries of county officers and employees and the levy and collection of taxes.
- B. The power to amend this charter by initiative, or to enact, amend or repeal an ordinance by initiative, shall not extend to the regulation of employer wages, benefits or hours of work, the encumbrance or allocation of tax revenues for any purpose not then authorized by law, or the encumbrance or allocation of tax revenues conditioned upon a prospective change in Florida law.
- C. Notwithstanding any other provision of this charter, the board is prohibited from calling a referendum on the question of the adoption of any proposed charter amendment or ordinance by initiative which, in the determination of the board, is wholly or partially violative of the limitations of this section or Florida law.
- $\underline{\mathbf{PC}}$. Notwithstanding any other provision of this charter, the board is prohibited from declaring enacted any ordinance by initiative which, in the determination of the board, is wholly or partially violative of the limitations of this section or Florida law.

D. Financial Analysis and Impact:

Based on information provided by the Supervisor of Elections Office, the Comptroller's Office expects no additional cost related to the responsibilities of that office. The cost on the proposed amendment is related to the legal panel that will be required to review petition questions. The cost to complete a request for proposal process to choose attorneys is estimated to be approximately \$700. The cost to engage the anticipated legal panel is estimated to be approximately \$6,300.

QUESTION #2

A. <u>Introduction:</u>

This charter amendment would change all six (6) county constitutional officers (Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, Clerk of the Circuit Court, and Comptroller) into nonpartisan, elected charter officers subject to term limits, while also providing that these charter officers will not be subject to the authority of the County Commission or County Mayor and will have all the rights and privileges of their corresponding constitutional officers, except as expressly provided in the Orange County Charter.

B. <u>**Ballot Proposal:**</u> The ballot title and summary for Question #2 are as follows:

CHANGING COUNTY CONSTITUTIONAL OFFICERS TO CHARTER OFFICERS AND PROVIDING FOR NONPARTISAN ELECTIONS AND TERM LIMITS

Amending the Orange County Charter to make the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, Clerk of Circuit Court, and Comptroller into nonpartisan, elected charter officers subject to term limits of four consecutive 4-year terms, abolishing their status as constitutional officers, and specifying they are not subject to county commission or mayoral authority and shall have all rights and privileges of corresponding constitutional officers, except as expressly provided by charter. No financial impact.

> ____ Yes ____ No

C. <u>Text Revisions:</u> Sections 703, 706, and 709 of the Orange County Charter are amended to read as follows:

Sec. 703. - County officers.

A. The offices of the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and Clerk of the Circuit Court, created pursuant to Article VIII, Section 1(d) of the Florida Constitution, and the office of the Comptroller, created pursuant to Chapter 72-461, Laws of Florida, are hereby abolished and all duties prescribed by the Constitution, general law and Chapter 72-461, Laws of Florida, for each office are hereby respectively transferred to the office of the Sheriff, office of the Tax Collector, office of the Property Appraiser, office of the Supervisor of Elections, office of the Clerk

of the Circuit Court, and office of the Comptroller. These offices shall have terms of four (4) years commencing on the dates provided by law for their corresponding county constitutional offices, and shall be nonpartisan, elective charter offices.

- B. Except as expressly set forth in this Charter or otherwise provided by law, these offices shall not be subject to the authority of the board of county commissioners or the county mayor. These offices shall have all rights and privileges of their corresponding county constitutional offices, and shall be unaffected by this charter, save and except for any provision of this Charter that expressly identifies one or more of these offices as being affected by that provision.
- C. This section shall become effective on January 4, 2017. The office holders of the former county constitutional offices of Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, Clerk of the Circuit Court, and Comptroller, as of the effective date shall be retained and shall respectively constitute the initial holders of the county charter offices of the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, Clerk of the Circuit Court and Comptroller and shall hold these offices until expiration of their terms.
- D. Any charter officer specified in Section 703(A) who has held the same office or its corresponding county constitutional office, in aggregate, for the preceding four (4) consecutive terms is prohibited from appearing on the ballot for reelection to that office; provided, however, that the terms of office beginning before January 1, 2015 shall not be counted.
- A. The charter offices of property appraiser, tax collector and sheriff formerly created by this section 703 are abolished. The functions and duties of each of these respective charter offices are transferred to the property appraiser, tax collector, and sheriff, as county officers under Article VIII, Section 1(d) of the Florida Constitution and each of these offices is hereby reestablished under Article VIII, Section 1(d) of the State of Florida.

This subsection A. shall take effect on January 8, 1997. The holders of the former charter offices of property appraiser, tax collector and sheriff as of the effective date shall be retained and shall constitute the initial county officers serving as property appraiser, tax collector and sheriff, as those offices are reestablished under Article VIII, Section 1(d) of the Constitution of the State of Florida.

- B. Except as may be specifically set forth in the Charter, the county officers referenced under Article VIII, Section 1(d) of the Florida Constitution and Chapter 72-461, Laws of Florida, shall not be governed by the Charter but instead governed by the Constitution and laws of the State of Florida. The establishment of nonpartisan elections and term limits for county constitutional officers shall in no way affect or impugn their status as independent constitutional officers, and shall in no way imply any authority by the board whatsoever over such independent constitutional officers.
- C. Elections for all county constitutional offices shall be nonpartisan. No county constitutional office candidate shall be required to pay any party assessment or be required to state the party of which the candidate is a member. All county constitutional office candidates! names shall be placed on the ballot without reference to political party affiliation.

In the event that more than two (2) candidates have qualified for any single county constitutional office, an election shall be held at the time of the first primary election and, providing no candidate receives a majority of the votes cast, the two (2) candidates receiving the most votes shall be placed on the ballot for the general election.

D. Any county constitutional officer who has held the same county constitutional office for the preceding four (4) full consecutive terms is prohibited from appearing on the ballot for reelection to that office; provided, however, that the terms of office beginning before January 1, 2015 shall not be counted.

Sec. 706. - Legal actions involving county.

In any legal actions by or against the county, the county as a corporate body, shall be the party named, and shall appear and participate in the cause on behalf of the division, officer or employee in such cause, other than constitutional officers <u>or charter officers created by</u> <u>Section 703</u> and their employees, where such legal action involves matters within the scope of said department's, officer's, or employee's responsibilities.

Sec. 709. - Uniform budget procedure.

All county divisions, offices, agencies and boards shall operate under a unified and uniform budget system. No officer or employee of the county shall be compensated by fees, and all fees collected by any division, office, agency or board shall be deposited in the county treasury.

<u>The charter offices created by Section 703 are exempt from the provisions</u> of this section.

D. Financial Analysis and Impact:

The Comptroller's Office estimates that this charter amendment will have no financial impact.

QUESTION #3

A. Introduction:

This charter amendment would serve to revive any provision in the Orange County Charter specifying term limits or nonpartisan elections for county constitutional or charter officers, in the event the provision is or has ever been rendered unenforceable by court action, and a later court action or legislative enactment renders that provision lawful and enforceable.

B. Ballot Proposal: The ballot title and summary for Question #3 are as follows:

PRESERVING TERM LIMITS AND NONPARTISAN ELECTIONS FOR COUNTY CONSTITUTIONAL AND CHARTER OFFICERS

Amending the Orange County Charter to provide that if any charter provision specifying term limits or nonpartisan elections for county constitutional or charter officers is or has ever been rendered unenforceable by court action for any reason, and a later court action or legislative enactment renders such provision lawful and enforceable, then such provision shall be immediately revived and enforced to the extent permitted by law. No financial impact.

C. <u>Text Revisions:</u> Section 713 of the Orange County Charter is hereby created to read as follows:

<u>Sec. 713 – Preservation of Term Limits and Nonpartisan Elections for</u> <u>Constitutional and County Charter Officers</u>

In the event any provision of this charter specifying term limits or nonpartisan elections for county constitutional or charter officers is or has ever been rendered unenforceable by court action for any reason, and a later court action or legislative enactment renders such provision lawful and enforceable, then such provision shall be immediately revived and enforced to the extent permitted by law.

D. Financial Analysis and Impact:

The Comptroller's Office estimates that this charter amendment will have no financial impact.

General Provisions Concerning Report and Proposed Charter Amendments

If any section, subsection, sentence, clause, or provision of this report or of any of the proposed charter amendments set forth herein, or the application thereof to any person or circumstance, is held invalid for any reason, the invalidity shall not affect any other provision or application of this report or the proposed charter amendments, and the remainder of the report and each proposed charter amendment set forth herein shall remain in full force and effect. To this end the provisions of this report and each of the proposed charter amendment set forth herein shall remain in full force and effect.

SECTION V

SPANISH TRANSLATION OF BALLOT QUESTIONS

TRADUCCIÓN AL ESPAÑOL

DE PREGUNTAS DE VOTACIÓN

PREGUNTA #1

A. Introducción

Esta enmienda a la Carta Orgánica aportaría cambios en el proceso de peticiones de iniciativas, al igual que ciertos cambios administrativos y de procedimiento a fin de proveer una guía clara y concisa a seguir al intentar enmendar la Carta Orgánica y adoptar, enmendar o revocar ordenanzas.

 B. <u>Propuesta de votación:</u> El título y la pregunta de la papeleta para la Pregunta #1 son como sigue:

> MODIFICANDO EL PROCESO DE INICIATIVAS PARA PROVEER CLARIDAD, RESPONSABILIDAD Y TRANSPARENCIA, Y ASEGURAR LA IGUALDAD DE TRATO PARA LOS VOTANTES

Modificando el proceso de iniciativa de la carta orgánica al proveer un tema único, revisión legal, estado de cuenta del impacto económico preparado por la contraloría, y requisitos para la audiencia pública; asegurando un porcentaje igualitario de firmas de todos los distritos de la comisión en lugar de una simple mayoría de distritos; mejorando la divulgación del estatus pagado/voluntario del recolector, requiriendo afidávit y credenciales del recolector, agregando un proceso para el retiro de firmas, fechas límites y otras reformas de procedimientos; y protegiendo las enmiendas exitosas por un año. Impacto económico estimado de la Contraloría: \$7,000 por pregunta de votación propuesta.

PREGUNTA #2

A. Introducción:

Esta enmienda a la Carta Orgánica cambiaría a los seis funcionarios constitucionales del Condado (Sherif, Recaudador de Impuestos, Tasador de Propiedades, Supervisor de Elecciones, Secretario/a del Tribunal de Circuito y Contralor) a funcionarios electos, no partidarios, de la Carta Orgánica sujetos a límites de mandato, a la vez que provee que dichos funcionarios de la Carta Orgánica no estarán sujetos a la autoridad de la Comisión del Condado o del Alcalde del Condado y que tendrán todos los derechos y privilegios de los funcionarios constitucionales correspondientes, a excepción de lo que se dispone expresamente en la Carta Orgánica.

B. <u>Propuesta de votación:</u> El título y el resumen de la papeleta para la Pregunta #2 son como sigue:

CAMBIANDO A LOS FUNCIONARIOS CONSTITUCIONALES DEL CONDADO A FUNCIONARIOS DE LA CARTA ORGÁNICA Y OFRECIENDO ELECCIONES NO PARTIDARIAS Y LÍMITES DE MANDATOS

Enmendando la Carta Orgánica del Condado de Orange para hacer que el Sherif, Recaudador de Impuestos, Tasador de Propiedades, Supervisor de Elecciones, Secretario/a del Tribunal de Circuito y Contralor sean funcionarios electos no partidarios sujetos a límites de mandatos de cuatro términos consecutivos de 4 años, eliminando su estátus como funcionarios constitucionales y especificando que no están sujetos a la Comisión del Condado ni a la autoridad del Alcalde, y que tendrán todos derechos privilegios de os funcionarios los ٧. constitucionales correspondientes, a excepción de lo que se dispone expresamente en la Carta Orgánica. No tiene impacto económico.

> ____ Sí ____ No

Pregunta #3

A. Introducción:

Esta enmienda a la Carta Orgánica tendría el propósito de reestablecer cualquier provisión en la Carta Orgánica del Condado de Orange especificando límites de mandato o elecciones no partidarias para funcionarios constitucionales o de la Carta Orgánica del condado, en el caso de que la provisión sea o alguna vez haya sido considerada inaplicable por acción de la corte, y una acción posterior de la corte o acto legislativo determine que dicha provisión es legal y aplicable.

B. Propuesta de votación: El título y el resumen de la papeleta para la Pregunta #3 son como sigue:

PRESERVANDO LOS LÍMITES DE MANDATO Y ELECCIONES NO PARTIDARIAS PARA LOS FUNCIONARIOS CONSTITUCIONALES Y DE LA CARTA ORGÁNICA DEL CONDADO

Modificando la Carta Orgánica del Condado de Orange para que en el caso de que cualquier provisión de la Carta Orgánica especificando los términos de mandato o elecciones no partidarias para los funcionarios constitucionales o de la Carta Orgánica del condado sea o alguna vez haya sido considerada inaplicable por acción de la corte por cualquier motivo, y una acción posterior de la corte o acto legislativo determine la validación y legalización de tal provisión, entonces tal provisión debe reestablecerse y aplicarse inmediatamente en la medida en que lo permita la ley. No tiene impacto económico.

> ____ Sí ____ No

THIS PAGE INTENTIONALLY LEFT BLANK

CONCLUSION

Approved and resolved by the 2016 Orange County Charter Review Commission on this 21st of June 2016 Kevin Shaughnessy, Chairman Eddie Fernandez, Vice Chairmag red Brymmé Maribel Gomez C brderø Edward DeAguilera Pat Divecchio Stina D'Uva Jose Fernandez Doug Gondera Walter Hawkins had Matthew Klein Rob Mellen 19. Mikaela Nix Cheryl L. Móore Sandra D. St. Amand Prepared by: Wade Vose Katie Smith Deputy Clerk as CRC Staff **CRC** General Counsel na a 17

Anissa-Mercado CRC Administrative Assistant

APPENDIX A TABLE OF CRC REGULAR & SPECIAL MEETINGS AND PUBLIC HEARINGS

DATE	LOCATION OF MEETING	SPEAKERS	ТҮРЕ
02/12/2015	BCC Chambers	Orange County Mayor Teresa Jacobs, Orange County Comptroller Martha Haynie, Orange County Assistant County Attorney Kate Latorre, Trini Quiroz, Todd Catella	Business Meeting
02/13/2015	Comptroller's 4th Floor Conf. Room	Not Applicable	General Counsel RFP Work Group Meeting
02/17/2015	Comptroller's 4th Floor Conf. Room	Not Applicable	Administrative Assistant Work Group Meeting
02/19/2015	Comptroller's 4th Floor Conf. Room	Not Applicable	Administrative Assistant Work Group Meeting
03/11/2015	Comptroller's 4th Floor Conf. Room	Not Applicable	General Counsel RFP Work Group Meeting
03/12/2015	BCC Chambers	General Counsel Wade Vose, Christopher Carmody, Doug Head, Trini Quiroz, Nelson Betancourt	Business Meeting
04/02/2015	Comptroller's 4th Floor Conf. Room	Not Applicable	Administrative Assistant Work Group Meeting
04/09/2015	BCC Chambers	Town of Windermere Mayor Gary Bruhn, Orange County Tax Collector Scott Randolph, Trini Quiroz, Linda O'Keefe, Bill Barnett, Emmett O'Dell, Nelson Betancourt, Dana Gowen, Doug Head, Chadwick Hardee	Business Meeting
04/30/2015	Comptroller's 4th Floor Conf. Room	Not Applicable	Initiative Petitions Work Group Meeting
05/07/2015	Comptroller's 4th Floor Conf. Room	Orange County Comptroller Martha Haynie	Constitutional/Charter Officers Work Group Meeting
05/14/2015	Englewood Neighborhood Center (Orlando)	Orange County District 3 Commissioner Pete Clarke, Nelson Betancourt, Judy Martin, Susan Perry, Chadwick Hardee, Cynthia Ellenberg, Trini Quiroz, June Schumann, Todd Catella	Public Hearing District 3
05/28/2015	Comptroller's 4th Floor Conf. Room	Orange County Comptroller Martha Haynie, Orange County Director of County Audit Carl Smith, Orange County Deputy Director of County Audit Chris Dawkins, Doug Head, Trini Quiroz, Linda O'Keefe	Constitutional/Charter Officers Work Group Meeting
05/28/2015	Comptroller's 4th Floor Conf. Room	Orange County Supervisor of Elections Bill Cowles, Trini Quiroz, Jeff Jonasen, Linda O'Keefe, Mike Ketchum, Todd Catella, Bernadine Golote, Cynthia Ellenburg	Initiative Petitions Work Group Meeting
06/02/2015	Comptroller's 4th Floor Conf. Room	Trini Quiroz, Doug Head, Emmet O'Dell	CRC Issues Work Group Meeting

DATE	LOCATION OF MEETING	SPEAKERS	TYPE
06/04/2015	Comptroller's 4th Floor Conf. Room	Emmet O'Dell	Expansion of County Commission Work Group Meeting
06/09/2015	Memorial Middle School (Orlando)	Orange County Supervisor of Elections Bill Cowles, Orange County Clerk of Courts Tiffany Moore Russell, Orange County District 6 Commissioner Victoria P. Siplin, Member of the 2012 Tax Collector's Office Feasibility Task Force Paul Rosenthal, Barbara Seidenberg, Nick Shannin, Trini Quiroz, Bertina Busch, Kenneth Dwyer, Todd Catella, Doug Head	Public Hearing District 6
06/23/2015	Comptroller's 4th Floor Conf. Room	Orange County District 1 Commissioner Scott Boyd, Orange County Tax Collector Scott Randolph, R. J. Muller, Frank Capria	Constitutional/Charter Officers Work Group Meeting
06/25/2015	Comptroller's 4th Floor Conf. Room	Doug Head, Trinì Quiroz	Expansion of County Commission Work Group Meeting
06/25/2015	Comptroller's 4th Floor Conf. Room	Orange County Supervisor of Elections Bill Cowles, Trini Quiroz, Jim Callahan, Doug Head, Mike Ketchum, Bill Barnett, Chadwick Hardee, Linda O'Keefe, Todd Catella	Initiative Petitions Work Group Meeting
07/09/2015	BCC Chambers	Trini Quiroz, R.J. Mueller, Bertina Busch, Noel Busch, Bill Barnett, Linda O'Keefe, Kelli McNair-Lee, Tom Tillison, Todd Catella	Business Meeting
07/14/2015	Comptroller's 4th Floor Conf. Room	Earnest DeLoach	Constitutional/Charter Officers Work Group Meeting
07/16/2015	Comptroller's 4th Floor Conf. Room	Doug Head, Trinì Quiroz	Expansion of County Commission Work Group Meeting
07/21/2015	Comptroller's 4th Floor Conf. Room	Nick Shannin, Michelle Levy, Todd Catella, Bill Barnett, Linda O'Keefe, Terry Harow [Phonetic]	Initiative Petitions Work Group Meeting
07/30/2015	Comptroller's 4th Floor Conf. Room	Not Applicable	Sales Tax for Infrastructure Work Group Meeting
07/30/2015	Comptroller's 4th Floor Conf. Room	Orange County Senior Assistant County Attorney Lila McHenry, Orange County Chief Deputy Comptroller Peggy McGarrity	Tourist Development Tax Procedure/Priorities Work Group Meeting
08/13/2015	Meadow Woods Recreation Center (Orlando)	Orange County District 4 Commissioner Jennifer Thompson, David Siegel, Steve Micciche, Jimmy Hester, Judy Martin, Linda O'Keefe, June Schumann, Frank Caprio, Chadwick Hardee, Trini Quiroz, Bill Barnett, Emily Bonilla, Orange County Supervisor of Elections Bill Cowles	Public Hearing District 4
08/18/2015	Comptroller's 4th Floor Conf. Room.	Tom Wilkes, Farlin Harlequin [Phonetic], Doug Head, David Siegal	Constitutional/Charter Officers Work Group Meeting

DATE	LOCATION OF MEETING	SPEAKERS	TYPE
08/20/2015	Comptroller's 4th Floor Conf. Room	David Siegel, Lorraine Tuliano	Expansion of County Commission Work Group Meeting
08/20/2015	Comptroller's 4th Floor Conf. Room	Nick Shannin, Terry Falco [Phonetic], Lorraine Tuliano, John Lina, David Siegel, Linda O'Keefe	Initiative Petitions Work Group Meeting
08/27/2015	Comptroller's 4th Floor Conf. Room	2016 Charter Review Commission Chair Kevin Shaughnessy, Trini Quiroz	Expansion of County Commission Work Group Meeting
08/27/2015	Comptroller's 4th Floor Conf. Room	Orange County Supervisor of Elections Bill Cowles, Mike Ketchum, Bill Barnett, David Siegel, Linda O'Keefe	Initiative Petitions Work Group Meeting
09/01/2015	Comptroller's 4th Floor Conf. Room	Orange County Assistant County Attorney Kate Latorre, Orange County Deputy County Administrator Eric Gassman, Orange County Senior Assistant County Attorney Lila McHenry, Orange County Manager of Fiscal & Business Services Fred Winterkamp	Tourist Development Tax Procedure/Priorities Work Group Meeting
09/10/2015	Dr. Phillips High School (Orlando)	Orange County Mayor Teresa Jacobs, Orange County District 1 Commissioner Scott Boyd, Town of Windermere Mayor Gary Bruhn, Trini Quiroz, Barbara Seidenberg, Linda O'Keefe, Cynthia Ellenberg, Judy Martin, Mike Ketchum, Todd Catella	Public Hearing District 1
09/22/2015	Comptroller's 4th Floor Conf. Room	Orange County Supervisor of Elections Bill Cowles, David Siegel, Earnest DeLoach	Constitutional/Charter Officers Work Group Meeting
09/24/2015	Comptroller's 4th Floor Conf. Room	Orange County Assistant County Administrator Jim Harrison, Orange County Deputy Director Public Works Joe Kunkel, David Siegel, Nelson Betancourt	Sales Tax for Infrastructure Work Group Meeting
09/24/2015	Comptroller's 4th Floor Conf. Room	Trini Quiroz, Lorraine Tuliano, Nelson Betancourt	Expansion of County Commission Work Group Meeting
09/24/2015	Comptroller's 4th Floor Conf. Room	Mike Ketchum, Michelle Levy, Orange County Supervisor of Elections Bill Cowles, Cynthia Ellenberg, Todd Catella	Initiative Petitions Work Group Meeting
10/01/2015	Comptroller's 4th Floor Conf. Room	Todd Catella, Nick Shannin, Bill Barnett, Terri Falbo, Linda O'Keefe	Initiative Petitions Work Group Meeting
Comptroller's 10/06/2015 4th Floor Conf. Room		Orange County Deputy County Administrator Eric Gassman, Orange County Senior Assistant County Attorney Lila McHenry, Orange County Manager of Fiscal & Business Services Fred Winterkamp, 2016 Charter Review Commission Chair Kevin Shaughnessy, Rich Maladecki, Melanie Becker, Angel de la Portilla, Flora Maria Garcia, Oscar Anderson, Harris Rosen	Tourist Development Tax Procedure/Priorities Work Group Meeting

379

DATE	LOCATION OF MEETING	SPEAKERS	TYPE
10/08/2015	BCC Chambers	Orange County Sheriff Jerry Demings, Trini Quiroz, Dexter Rambo, Nelson Betancourt, Jean Sandor, Melinda Poole, David Siegel, Tom Glover, Doug Head	Business Meeting
10/20/2015	Comptroller's 4th Floor Conf. Room	Ann Hellmuth, Orange County Supervisor of Elections Bill Cowles, Orange County Tax Collector Scott Randolph, Doug Head, Trini Quiroz, Angel de la Portilla, Orange County Property Appraiser Rich Singh	Constitutional/Charter Officers Work Group Meeting
10/22/2015	Comptroller's 4th Floor Conf. Room	Linda O'Keefe, John Lina, Bill Barnett, Orange County Supervisor of Elections Bill Cowles, Lorraine Tuliano, Todd Catella	Initiative Petitions Work Group Meeting
10/22/2015	Comptroller's 4th Floor Conf. Room	Not Applicable	Sales Tax for Infrastructure Work Group Meeting
11/03/2015	Comptroller's 4th Floor Conf. Room	Orange County Deputy County Administrator Eric Gassman, Orange County Administrator Ajit Lalchandani, Orange County Attorney Jeff Newton, Orange County Assistant County Administrator Chris Testerman, Trini Quiroz, David Siegel, Tom Glover, Umut Kocaman [Phonetic], Cathy Glover	
11/03/2015	Comptroller's 4th Floor Conf. Room	Trini Quiroz, Michelle Levy, Mike Ketchum, Bill Barnett, Linda O'Keefe, Debra Sumner [Phonetic]	Initiative Petitions Work Group Meeting
11/10/2015	Comptroller's 4th Floor Conf. Room	Trini Quiroz, David Siegel	Expansion of County Commission Work Group Meeting
11/12/2015	University High School, (Orlando)	Orange County District 5 Commissioner Ted Edwards, Orange County Property Appraiser Rick Singh, Trini Quiroz, Doug Head, Todd Catella, Kelly Semrad, Tom Narut, Bobby Beagles, Todd Catella, John Pardo, Jennifer Rey, Richard Andrade, David Siegel, Emily Bonilla, Tom Glover, Elizabeth Hester, William Lutz, Ariel Horner, John Lina, Jimmy Hester, Umut Kocaman, Kelly Semrad, Marie Martinez, Maria Bolton-Joubert, Daisy Morales, John Pardo, Trini Quiroz, Bobby Beagles	Public Hearing District 5
11/17/2015	Comptroller's 4th Floor Conf. Room	Not Applicable Constitutional/ Meeting	

DATE	LOCATION OF MEETING	SPEAKERS	TYPE
11/17/2015	Comptroller's 4th Floor Conf. Room	Orange County Assistant County Attorney Kate Latorre, Orange County Deputy County Administrator Eric Gassman, Orange County Senior Assistant County Attorney Lila McHenry, Orange County Manager of Fiscal & Business Services Fred Winterkamp Flora Maria Garcia, Angel de la Portilla, Glenn Santile [Phonetic], Beck Roper [Phonetic], Sarah Siegel	Tourist Development Tax Procedure/Priorities Work Group Meeting
11/19/2015	Comptroller's 4th Floor Conf. Room	Not Applicable	Initiative Petitions Work Group Meeting
12/01/2015	Comptroller's 4th Floor Conf. Room	Orange County Manager of Neighborhood Preservation and Revitalization Division – Neighborhood Services Lavon Williams, Orange County Executive Director of the Pine Hills Neighborhood Improvement District Michelle Owens, David Siegel, Steve Healy, Bobby Beagles, Bill Lutz, Emily Bonilla, Umut Kocaman, John Lina, Susan McCune, Ken Dwyer, Tim Haberkamp	Protection of the Rural Boundary Work Group Meeting
12/07/2015	Comptroller's 4th Floor Conf. Room	Bill Barnett, Linda O'Keefe, Todd Catella, Nick Shannin	Initiative Petitions Work Group Meeting
12/10/2015	Wekiva High School, (Orlando)	Orange County District 2 Commissioner Bryan Nelson, RJ Mueller, David Siegel, Noel Busch	Public Hearing District 2
12/15/2015	Comptroller's 4th Floor Conf. Room	Orange County Mayor Teresa Jacobs, Orange County Clerk of Courts Tiffany Moore Russell, Orange County Tax Collector Scott Randolph, Usher Larry Brown, Nick Shannin, Eric Dunlap, Trini Quiroz, Orange County Deputy Director of County Audit Chris Dawkins, Orange County Chief Deputy Comptroller Peggy McGarrity, Earnest DeLoach, Orange County Property Appraiser Rick Singh	Constitutional/Charter Officers Work Group Meeting
12/15/2015	Comptroller's 4th Floor Conf. Room	Bill Barnett, Nick Shannin, Trini Quiroz, Linda O'Keefe	Initiative Petitions Work Group Meeting
12/17/2015	Comptroller's 4th Floor Conf. Room	Orange County Deputy County Administrator Eric Gassman, Orange County Senior Assistant County Attorney Lila McHenry, Orange County Manager of Fiscal & Tourist Develor Business Services Fred Winterkamp, Beverly Weisberg [Phonetic], Elizabeth Mopten [Phonetic], Trini Quiroz, Devin Dominguez [Phonetic], Vicky Landon, Harris Rosen	

DATE	LOCATION OF MEETING	SPEAKERS	TYPE
01/08/2016	Comptroller's 4th Floor Conf. Room	Orange County Assistant Comptroller Carol Foglesong, Frank Caprio, Mike Ketchum	Initiative Petitions Work Group Meeting
01/12/2016	Comptroller's 4th Floor Conf. Room	Orange County AICP, Chief Planner Greg Golgowski, Orange County AICP, Project Manager Susan McCune, Dwight Saathoff, Emily Bonilla, Maria Martinez, Umut Kocaman, David Siegel, Bob [Inaudible], RJ Mueller, Bill Lutz, Julie Kendrick [Phonetic], Dan O'Keefe, Kathy Hattaway [Phonetic], Kathy Glover	Protection of the Rural Boundary Work Group Meeting
01/12/2016	BCC Chambers	Orange County Clerk of Court Tiffany Moore Russell, Orange County Comptroller Martha Haynie, Orange County Property Appraiser Rick Singh, Orange County Sherriff Jerry Demings, Orange County Supervisor of Elections Bill Cowles, Orange County Tax Collector Scott Randolph, Trini Quiroz, Lorraine Tuliano, Katharine Marsh, Tiffany Namy [Phonetic], Usher Larry Brown, Nick Shannin, Bob Olsen,	Constitutional/Charter Officers Work Group Meeting
01/14/2016	Comptroller's 4th Floor Conf. Room	Orange County Assistant Comptroller Carol Initiative Petitic Foglesong, Bill Barnett, Frank Caprio Work Group M	
01/14/2016	BCC Chambers	Trini Quiroz, Kenneth Dwyer, Kelly Semrad, Thomas Glover, Emily Bonilla, Frank Caprio	Business Meeting
01/21/2016	Comptroller's 4th Floor Conf. Room	Orange County Assistant Comptroller Carol Foglesong, Bill Barnett	Initiative Petitions Work Group Meeting
01/26/2016	Comptroller's 4th Floor Conf. Room	Not Applicable Tourist Developm Tax Procedure/Prioritie Work Group Meet	
02/02/2016	Comptroller's 4th Floor Conf. Room	Not Applicable Constitutional/Ch Officers Work Gr Meeting	

•

DATE	LOCATION OF MEETING	SPEAKERS	TYPE
02/09/2016	Comptroller's 4th Floor Conf. Room	Orange County Deputy Clerk of the BCC Katie Smith, Ronald Brooke, Dwight Saathoff, William Lutz, Bob Tearadin [Phonetic], Vivian Monaco, Julie Kendrick [Phonetic], David Axel, Randy Fitzgerald, Cathy Haddaway [Phonetic], Wayne Rich, RJ Mueller, Larry Simmons, Maria Martinez, David Siegel, Emily Bonilla, Ken Dwyer, Umut Kocaman, Kelly Semrad, Dr. [Inaudible], Dan O'Keefe, Jimmy Hester, John Lina	Protection of the Rural Boundary Work Group Meeting
02/11/2016	Comptroller's 4th Floor Conf. Room	Sarah Siegel	Tourist Development Tax Procedure/Priorities Work Group Meeting
02/11/2016	BCC Chambers	Ann Helmuth, Michelle Levy, Richard Maladecki, Emmet O'Dell, Timothy Murray, Ali Ahmed, Sophia Glover, Trini Quiroz, Diane Jones, Elizabeth Van Dyke, Mike Ketchum, Jay Leonard, Frank Caprio, Tom Tillison, Linda O'Keefe, Dave Hathaway, Jose Boscan, Deborah Sumner, Bill Barnett, Craig Swygert, Kenneth Dwyer, Barbara Seidenberg, Karen Climer, Gene Cloud, Emily Bonilla, David Siegel, Mark Wylie, Robert Agrusa, Scott Merritt, Doug Head, Maria Bolton-Joubert, RJ Mueller, Jimmy Hester, David Bottomley, Thomas Glover, Kelly Semrad, Umut Kocaman, Tom Narvt, Cheryl Coats, Ariel Horner	Business Meeting
02/23/2016	Comptroller's 4th Floor Conf. Room	Andrianna Sekula, Ken Dwyer, Trini Quiroz, Kelly Semrad	Protection of the Rural Boundary Work Group Meeting
02/23/2016	BCC Chambers	Harris Rosen, Kevin Craig, City of Apopka Mayor Joe Kilsheimer, Angel de la Portilla, Maria Triscari, Robert Agrusa, Trini Quiroz, Orange County Comptroller Martha Haynie, RJ Mueller, Kelly Semrad, Tom Glover	
02/24/2016	Comptroller's 4th Floor Conf. Room	Not Applicable Ballot Summary W Group Meeting	
03/02/2016	Comptroller's 4th Floor Conf. Room	Trini Quiroz Sunshine Mee	

DATE	LOCATION OF MEETING	SPEAKERS	TYPE
03/09/2016	Comptroller's 4th Floor Conf. Room	Brenda Alston [Phonetic], Doug Head, David Bottomley	Ballot Summary Work Group Meeting
03/21/2016	Comptroller's 4th Floor Conf. Room	Linda O'Keefe	Initiative Petitions Work Group Meeting
03/31/2016	BCC Chambers	Orange County Comptroller Martha Haynie, Orange County Tax Collector Scott Randolph, Nancy Oesch, Florida House of Representative Rene Plasencia, Jeff Schnellmann, Vivien Monaco, Bob Carrigan, Max Perlman, David Axel, Chuck O'Neal, Kathy Hattaway, Daisy Morales, Kelly Semrad, Linda Stewart, John Fauth, Kenneth Dwyer, William Lutz, David Siegel, Miranda Fitzgerald, Julie Kendig, Elizabeth Hester, Trini Quiroz, Orlando Evora, Emily Bonilla, Robert Agrusa, Jimmy Hester, Jenny Olson, Tom Narut, Wayne Rich, Dave Lundberg, Marjorie Halt, Umut Kocaman, Drew Abel, Adrianna Sekula, Eric Cress, Steven Robertson, Ariel Horner, Maria Bolton- Joubert, Julie Whitley, Maria Martinez, Sean Snaith	Business Meeting
04/05/2016	Comptroller's 4th Floor Conf. Room	Michelle Levy	Ballot Summary Work Group Meeting
04/05/2016	Comptroller's 4th Floor Conf. Room	David Bottomley	Initiative Petitions Work Group Meeting
04/19/2016	Comptroller's 4th Floor Conf. Room	Nick Shannin, Earnest DeLoach, Linda O'Keefe	Constitutional/Charter Officers Work Group Meeting
04/28/2016	BCC Chambers	Orange County Comptroller Martha Haynie, Orange County Clerk of Court Tiffany Moore Russell, Doug Head, Gus Martinez, Tom Wilkes, David Siegel, Trini Quiroz, Jimmy Colon, Nick Shannin, Thomas Glover, Frank Caprio, Linda O'Keefe, Bill Barnett,	Business Meeting
05/10/2016	Comptroller's 4th Floor Conf. Room	Orange County Assistant Comptroller Fiscal Division Barry Skinner	Ballot Summary Work Group Meeting
05/10/2016	Comptroller's 4th Floor Conf. Room	Nick Shannin, Thea Webster	Constitutional/Charter Officers Work Group Meeting
05/26/2016	BCC Chambers	Trini Quiroz, Doug Head, Kevin Craig, Angel de la Portilla	Business Meeting

DATE	LOCATION OF MEETING	SPEAKERS	TYPE
06/09/2016	BCC Chambers	David Rankin, Elizabeth Van Dyke, Derek Silver, Orange County Supervisor of Elections Bill Cowles, Nick Shannin, Orange County Comptroller Martha Haynie, Paul Wean, Carol Johnson, Doug Head, Earnest DeLoach, Bill Barnett, Cynthia Ellenburg, Robert Paymayesh, Lui Damiani, Caleb Spencer, Orange County Mayor Teresa Jacobs, Orange County Property Appraiser Rick Singh, Orange County District 1 Commissioner Scott Boyd, Chris Carmody, Kevin Craig, Robert Agrusa, Angel de la Portilla, Phil Caronia, Harris Rosen	Business Meeting
06/15/2016	Comptroller's 4th Floor Conf. Room	por Conf. Rown Eric Duplan Matt Klein Groun I	
06/21/2016	BCC Chambers	Nick Shannin, Angel de la Portilla, Trini Quiroz, Michelle Levy, Mike Ketchum, John Pardo, Bernadine Galote, Linda O'Keefe, Bill Barnett, Emily Bonilla	Business Meeting

APPENDIX B CRC 2016 WORK GROUPS

Charter Section (s)	Work Group Name	Committee Members
209	CRC Issues	Chair Walter Hawkins, Pat DiVecchio, Maribel Gomez Cordero, Cheryl Moore, Kevin Shaughnessy
601-603	Initiative Petitions	Chair Robert Mellen, Fred Brummer, Gail Cosby, Stina D'Uva, Maribel Gomez Cordero, Matt Klein
702, 703, 706, 709, 712, & 801	Constitutional/Charter Officers	Chair Mikaela Nix, Fred Brummer, Edward DeAguilera, Pat DiVecchio, Eddie Fernandez, Jose Fernandez, Maribel Gomez Cordero, Doug Gondera
202 & 203	Expansion of County Commission	Chair Jose Fernandez, Edward DeAguilera, Pat DiVecchio, Eddie Fernandez, Maribel Gomez Cordero
N/A	Sales Tax for Infrastructure	Chair Fred Brummer, Doug Gondera, Kevin Shaughnessy
N/A	Tourist Development Tax Procedure/Priorities	Chair Maribel Gomez Cordero, Fred Brummer, Walter Hawkins, Mikaela Nix
N/A	Ballot Summary	Chair Kevin Shaughnessy, Fred Brummer, Robert Mellen, Mikaela Nix
207	Protection of the Rural Boundary	Chair Doug Gondera, Pat DiVecchio, Cheryl Moore
N/A	General Counsel RFP	Chair Matt Klein, Eddie Fernandez, Walter Hawkins, Cheryl Moore, Mikaela Nix
N/A	Administrative Assistant	Chair Kevin Shaughnessy, Pat DiVecchio, Eddie Fernandez
N/A	Final Report	N/A
N/A	Outreach	Stina D'Uva, Eddie Fernandez, Matt Klein, Rob Mellen, Cheryl Moore, Kevin Shaughnessy,



August 5, 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: Housing Opportunities for Persons with AIDS (HOPWA) Discussion Agenda - August 23, 2016

HIV/AIDS services in this area are funded through two major federal grant programs. The largest is the Ryan White Part A program, which funds medical and supportive services for residents in Orange, Osceola, Seminole, and Lake Counties. The other is the Housing Opportunities for Persons with AIDS (HOPWA) program, which funds housing and case management services for the same four-county area. The City of Orlando is the largest city in the four-county area and is the recipient of this grant.

Over the last several months, the Orange County Health Services Department and the City of Orlando Housing and Community Development Department have been discussing ways to make it easier for clients to access both programs. It was decided that integrating the two programs was the best way to improve outcomes for clients accessing these services. In order to achieve this, it was agreed that the Orange County Health Services Department should administer the HOPWA grant for the City of Orlando. This will allow clients to move between the two programs seamlessly and increase coordination between programs, which are goals of the National HIV/AIDS Strategy.

In order to make the transition effective October 1, 2016, it was necessary for the HOPWA grant recipients to go through the City of Orlando's procurement process and then enter into county contracts, effective October 1, 2016. Therefore, we are requesting permission to enter into sole source agreements with the providers chosen during that process. The providers chosen are listed below:

- Aspire Health Partners, Inc. \$1,267,899
- Catholic Charities of Central Florida, Inc. \$197,437
- Center for Multicultural Wellness and Prevention, Inc. \$1,208.567
- Homeless Services Network of Central Florida \$332,260
- Miracle of Love, Inc. \$600,003
- St. Francis House of Hospitality, Inc. \$128,400
- X-Tending Hands, Inc. \$163,418

In the future, HOPWA provider agreements will go through the County procurement process.

We are also requesting permission to enter into an intergovernmental agreement with the City for the administration of the HOPWA grant. The agreement specifies that \$96,056 of HOPWA administrative funds will be given to the county for the administration of this grant.

ACTION REQUESTED: Approval and execution of Intergovernmental Agreement between the City of Orlando, Florida and Orange County, Florida for the Administration of the Housing Opportunities for Persons with AIDS (HOPWA) Grant Program; approval for the Mayor or her designee to sign any future amendments to this agreement; and approval to sole source provider agreements for the upcoming grant. No county match is required.

Attachment

cc: George Ralls, M.D., Deputy County Administrator Oren Henry, Director, Housing and Community Development Department, City of Orlando Carrie Woodell, Manager, Procurement Division

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ORLANDO, FLORIDA AND ORANGE COUNTY, FLORIDA FOR THE ADMINISTRATION OF THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) GRANT PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") is made and entered into by and between the City of Orlando, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, (hereinafter referred to as the "City"), and Orange County, Florida, a charter county and political subdivision of the State of Florida, with a mailing address of 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as "County", "Administrative Agent", or "Agent")(also collectively referred to as "Parties" or singularly as "Party").

WITNESSETH:

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has designated the City of Orlando to act as recipient and administrator of grant funding for the areas of Orange, Seminole, Osceola, and Lake counties, which are collectively referred to as the Orlando Eligible Metropolitan Statistical Area (herein referred to as "EMSA"), under the Housing Opportunities For Persons With AIDS program (herein referred to as "HOPWA" or "Program"), as authorized by the National Affordable Housing Act (P.L. 101-625); and

WHEREAS, this Agreement will be governed by the following, and as amended: AIDS Housing Opportunity Act, 42 U.S.C. 12901-12912 (herein referred to as "the Act"); the Housing Opportunities for Persons with AIDS Program Final Rule, Revised as of April, 1993 at 24 CFR part 574; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Administrative Requirements"), Subpart E ("Cost Principles"); and Office of Management and Budget (herein referred to as "OMB") all of which are incorporated herein as a material part of this Agreement; and

WHEREAS, the purpose of the funds received under this HOPWA grant ("Funds") is to provide resources and incentives to devise long term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrom or related diseases (hereinafter referred to as "AIDS") throughout the EMSA; and

WHEREAS, in accordance with the Uniform Administratrive Requirements, the City has performed the procedures necessary for selecting qualified providers ("Project Sponsors") to provide services to eligible recipients located within the Orlando EMSA (collectively referred to as "Clients"); and

WHEREAS, the County has submitted a letter to the City requesting to act as the Administrative Agent of the HOPWA Program which, in part, would include providing program administration and the allocation of Funds to Project Sponsors in accordance with the requirements of the HOPWA Program and this Agreement; and

WHEREAS, as a condition of this Agreement, the County has agreed to utilize those Project Sponsors selected by the City through its process to provide the services contemplated under this Agreement; and

WHEREAS, the County currently has a Ryan White Part A Office, within its Health Services Department, which currently administers Ryan White Part A funding for the Orlando EMSA and therefore has available the qualified personnel, facilities, materials and supplies necessary to implement, administer and provide oversight of the HOPWA Program for Clients who reside in the Orlando EMSA; and

WHEREAS, the City and County agree that entering into this Agreement for the integration of the Program into the County's Ryan White Program to be administered through its Ryan White Part A Office is in the best interest of the Orlando EMSA and serves a valid public purpose.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

SECTION 1: USE OF HOPWA FUNDS

<u>1.1</u> Incorporation of Recitals: The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

1.2 Scope of Services: Under the terms and conditions of this Agreement, the City has designated the County, through its Health Services Department, to serve as the Administrative Agent for the City of Orlando's HOPWA Program. The City agrees to provide Funds in the amount of <u>Three Million, Nine Hundred Ninety-Four Thousand, and Forty Dollars and No Cents (\$3,994,040.00)</u>, to be used by the Administrative Agent to contract with Project Sponsors, as defined in 24 CFR § 574.3, for the implementation of HOPWA services, on behalf of the City, in accordance with the Budget provided in **Exhibit "A."** The Agent shall use these Funds for eligible expenses permitted under the HOPWA regulations, as set forth in 24 CFR Part 574. The Agent shall not use these Funds for any prohibited activities as set forth in 24 CFR Part 574. The Agent acknowledges and agrees that any Funds not used in accordance with permitted HOPWA regulations must be repaid to the City, as set forth herein. The Agent shall be responsible for performing the following:

(a) Provide services necessary to assist persons in the EMSA afflicted with AIDS and related diseases through contracts with Project Sponsors consistent with the purpose, intent, and eligible activities of the HOPWA Program, as set forth in 24 CFR Part 574, including the provision of direct emergency housing assistance, such as (i) short term rent; (ii) utilities and mortgage assistance; (iii) permanent housing placement; (iv) long term rent; (v) facility based housing and tenant based housing; and (vi) supportive services in the form of case management and facility based operating costs (See Exhibit "A"). Such Project Sponsor contracts shall be in the form of cost reimbursement and the Agent shall use a template contract provided by the City.

- (b) Ensure that it and all Project Sponsors operate HOPWA funded programs in accordance with 24 CFR Part 574 and all other applicable HUD regulations, this Agreement, and the City's Grant Agreement with HUD with grant number FLH16F002.
- (c) Act as the central collection point for all supporting documentation (i.e. invoices, receipts, purchase orders, etc.) that is submitted by the Project Sponsors for reimbursement against HOPWA Funds. The Agent shall assess and verify all supporting documentation submitted by each Project Sponsor as to the appropriateness of the billing and Client eligibility under the respective executed contract before approving reimbursement to the Project Sponsor. After payment has been made by the Agent to the Project Sponsor, the Agent may submit its reimbursement request to the City for payment of that cost.
- (d) Monitor the HOPWA contracts with the Project Sponsors, as described in 2 CFR §§ 200.331(d) and 200.331(e), to ensure the appropriateness and correctness of all billing submittals and to ensure the delivery of services, as specified in the respective contracts. The Agent shall also comply with such other terms and conditions, including record keeping and reports for program monitoring and evaluation purposes, as HUD may establish for purposes of implementing and administering the HOPWA Program in an effective and efficient manner. The Agent shall maintain and make available to HUD and the City all financial records and documentation to ensure proper accounting and disbursing of HOPWA Funds.
- (e) Implement the HOPWA Program in accordance with the Orlando EMSA Consolidated Housing Plan for 2016-2020 and the 2016 Annual Action Plan, on file at the City of Orlando's Housing and Community Development ("HCD") Department. The Agent may access these documents at www.cityoforlando.net/housing/ under *Plans and Reports*.
- (f) Ensure the adequate provision of services to Clients of the HOPWA Program, as described in 24 CFR § 574.300.

(g) Act as the administrative agency and fiduciary entity responsible for the disposition of HOPWA Funds on behalf of its Project Sponsors. The Agent understands that it shall be responsible for the monitoring of Project Sponsors to ensure compliance with all federal and local government management and/or HUD regulations and may incur any penalties imposed due to the failure of its Project Sponsors to comply with the same.

1.3 Expenditure of Administrative Expenses: The City shall allocate to the Administrative Agent, from the funding amount provided in Paragraph 1.2 of this Section, a maximum amount of Ninety-Six Thousand, Fifty-Six Dollars and No Cents (\$96,056.00) for its expenses in administering its duties and obligations under this Agreement, in accordance with the Administration Budget provided in Exhibit "A." With regard to the administrative expenses incurred by the Project Sponsors, draws shall be limited to 7 percent of Funds and shall be subject to final reconciliation of the amount set forth in the applicable Budget provided in Exhibit "A." It is the responsibility of the Agent to ensure that no Project Sponsor be reimbursed for administrative costs at a rate higher than 7 percent of the annual total reimbursement.

<u>1.4 Payment Procedures/Reimbursement of Administrative Expenses</u>: This is a cost reimbursement grant. The City will disburse funds only upon completion of the work and after receipt and approval of the Administrative Agent's reimbursement request by the City's HCD Department. The Agent's request for reimbursement of administrative expenses shall be submitted to the City on the fifteenth (15th) calendar day of every month and shall include:

- (a) Invoice;
- (b) HOPWA monthly financial spreadsheet for each Project Sponsor (See Exhibit "B"); and
- (c) Supporting documentation which shall include:
 - 1) Third-party invoices for operating costs charged to HOPWA administration;
 - 2) System generated report or system print screen reflecting date payment was made to Project Sponsor or supplier;
 - 3) Personnel activity reports for the Agent's personnel costs charged to HOPWA administration; and
 - 4) Payroll register.

1.5 Payment Procedures/Reimbursement of Funds: The Administrative Agent shall reimburse the Project Sponsor upon completion of the work and after review and approval of the Project Sponsor's reimbursement request. The Agent shall then submit its request for reimbursement of such cost to the City on the fifteenth (15th) calendar day of every month and shall include:

(a) Invoice;

- (b) Expenditure detail reflecting how much was paid, to whom it was paid, the month the expenditure was incurred, payment date, and amount charged to HOPWA; and
- (c) Budget to actual report.

Provided the Agent or Project Sponsor is not found in any way to be in breach or default of this Agreement, or its contract with one another, the City agrees to promptly process all reimbursement requests received from the Agent. In the event that HUD or the City determines that any HOPWA Funds have been wrongfully paid to the Agent, the Agent agrees to promptly refund such money to the City, in accordance with Section 1.6 below.

<u>1.6</u> <u>Return of Funds</u>: The Administrative Agent shall return to the City any overpayments due to unearned funds or activities disallowed pursuant to this Agreement within thirty (30) days after the date of discovery by the Agent, or within fifteen (15) days of written notification by the City.

<u>1.7</u> Term: For purposes of 2 CFR Part 200, the County is deemed a subrecipient. Unless terminated earlier by either party, this Agreement shall be in effect for the period commencing October 1, 2016 through September 30, 2017. Costs may not be incurred after September 30, 2017 without written amendment to this Agreement. Notwithstanding anything herein to the contrary, the Administrative Agent's obligations to the City shall not end until all closeout requirements have been completed including, but not limited to, such things as making final payments, disposing of Program assets, retention of records, and use and maintenance requirements for property and assets. All record keeping requirements, as set forth in paragraph 2.7 of this Agreement, shall survive the termination of this Agreement.

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 Applicable Laws: The Administrative Agent agrees to ensure that the HOPWA Programs located within the Orlando EMSA operate to prevent homelessness and abide by any and all applicable federal, state, and local regulations, whether presently existing or hereafter promulgated. The Agent shall comply with all applicable federal or state laws, statutes, ordinances, rules and regulations, including, but not limited to, 2 CFR Part 200 and all applicable provisions of the City's Land Development Code and Building Codes. The City's HCD Department will ensure that Environmental Reviews are conducted as required by 24 CFR § 574.510 and pursuant to Handbook 1390.05 Environmental Policy for HOPWA.

2.2 Project Sponsors: Administrative Agent will ensure that all Project Sponsors agree to the following:

- (a) Carry out eligible activities in accordance with the requirements of 24 CFR Part 574, 2 CFR Part 200, and other applicable HUD regulations;
- (b) Carry out eligible activities in accordance with the City of Orlando's Annual Action plan. The Agent may access these documents at www.cityoforlando.net/housing/ under *Plans and Reports.*;
- (c) Conduct an ongoing assessment of the housing assistance and supportive services to the participants in the HOPWA Program;

- (d) Assure the adequate provision of supportive services to the participants in the HOPWA Program;
- (e) Ensure the confidentiality of the name of any participants and any other information regarding participants receiving assistance;
- (f) Not charge any fees, except rent, to any person eligible for any housing or services funded from a HOPWA grant;
- (g) Meet the applicable housing quality standards as outlined in 24 CFR § 574.310;
- (h) Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on Clients) for program monitoring and evaluation purposes and maintain those records for a four-year period;
- (i) Comply with all terms and conditions set forth in the contract between the Project Sponsor and the Agent; and
- (j) Maintain and make available to HUD and the City's HCD Department for inspection, financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of amounts received from the HOPWA grant.

2.3 Policy and Procedures: The Administrative Agent agrees to ensure that a policies and procedures manual is kept on file and made available to the City's HCD Department and/or to HUD upon request. These policies and procedures should ensure compliance with all federal, state, and local regulations and detail the Agent's function and overall policies for the implementation of HOPWA in the EMSA. These policies and procedures should include, but are not limited to, the following:

- (a) Project Sponsor procurement process;
- (b) Program and administrative implementation procedures for each of the service categories available in the area;
- (c) Procedures for ensuring that all Project Sponsors meet the following criteria in accordance with 24 CFR §§ 574.500 and 574.310:
 - 1) Conduct an ongoing assessment of the housing assistance and supportive services required by participants in the program;
 - 2) Assure the adequate provision of supportive services for Clients in the Program either directly or through appropriate linkages with other health services and/or housing programs;
- (d) Procedures for the completion and documentation of housing quality inspections and environmental reviews in accordance with 24 CFR §§ 574.310 and 574.510, and 24 CFR Part 51;
- (e) Administrative, fiscal, and program monitoring procedures;
- (f) Reporting and documentation procedures which include:
 - 1) Monthly Project Sponsor reporting requirements;
 - 2) Annual reporting requirements;
 - 3) Grievance and client confidentiality procedures;
 - 4) Client record retention in accordance with 24 CFR § 574.530;
 - 5) Requirements for individualized housing plans for clients in accordance with 24 CFR § 574.500(b)(2); and

6) Assessment and documentation of eligibility of clients receiving services under the HOPWA Program.

<u>2.4</u> <u>Quarterly Status Report</u>: The Administrative Agent shall submit to the City a quarterly status report containing the progress of the Agent's and Project Sponsors' activities within 30 days after the end of the reporting period. The following reporting-period end dates shall be used for quarterly reports: 3/31, 6/30, 9/30, and 12/31. The quarterly status reports shall include the following information for HOPWA housing expenditures by activity for:

- Facility-Based Housing (FB)
- Permanent Housing Placement (PHP)
- Short-Term Rent, Mortgage and Utility (STRMU)
- Tenant Based Rental Assistance (TBRA)
- Supportive Services/Case Management (SS/CM)

Additional reports may be requested by the City throughout the year. The Administrative Agent must maintain records documenting the total number of Clients and the unique identifier of Clients to whom services were provided, the type of services and/or actual services performed, and the date(s) on which such services were provided, so that an audit trail documenting services is available.

<u>2.5</u> <u>Annual Reports</u>: The Administrative Agent agrees to submit the Consolidated Annual Performance and Evaluation Report (CAPER) elements that are not provided via Project Sponsor reports, as required by HUD. The Agent should use the most recent version of the CAPER published on <u>www.hudexchange.info/</u>.

2.6 Audits: The Administrative Agent shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F as applicable. The Agent shall also prepare financial statements and schedule of expenditures of federal awards, in accordance with 2 CFR § 200.510. The Agent's annual financial statement shall be prepared by an actively licensed public accountant and provided to the City within ninety (90) days of the end of its operating year. The Agent also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits the City feels necessary at any time during the term of this Agreement or while the Agent is responsible for any HOPWA Funds.

2.7 Records and Reports: In accordance with the requirements set forth in 2 CFR Part 200 and 24 CFR § 574.530, the Administrative Agent shall keep orderly and complete records of its accounts and operations pertinent to this HOPWA funding. Agent shall keep these records open for inspection by the City and HUD personnel during reasonable hours for the entire term of this Agreement and for an additional four (4) years after the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) which shall include, but not be limited to, the following:

- records of Board members by date of appointment, race, sex;
- employee records by job classification, name, date of hire, race, sex;

• demographic records to include Client eligibility and residence as it relates to Orange, Seminole, Osceola and Lake Counties.

The Administrative Agent shall, in accordance with 24 CFR §574.530, also keep all statistical and financial records for the service(s) provided hereunder during the term of this Agreement, plus an additional four (4) years after the submission of the Consolidated Annual Performance and Evaluation Report (CAPER), including source documentation to support how HOPWA Funds were expended which includes, but is not limited to, cancelled checks, paid bills, payrolls, time and attendance records, invoices, schedules containing comparisons, budgeted amounts, actual expenditures, and other documentation as may be required by the City to support the expenditures for the service(s) provided hereunder. Any changes in budget line items, including additions, must be requested in writing and approved by the City's HCD Department Director.

The Administrative Agent, as sub-recipient, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, or five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow the City or its designee, auditors, or City staff access to such records upon request. The Administrative Agent shall ensure that audit worker papers are made available to the City, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the City.

In addition, if any litigation, claim, negotiation, audit or other action involving the records has been commenced prior to the controlling period, as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Administrative Agent shall retain records for the longer of five (5) years after the expiration of this Agreement or the period required by the General Records Schedules maintained by the Florida Department of State at: http://dlis.dos.state.fl.us/index recordsmanagers.cfm. Any person duly authorized by the City or HUD shall have full access to and the right to examine any said records during the prescribed time period. The Administrative Agent shall maintain financial records related to Funds paid under this Agreement and shall submit a financial report to the City within sixty (60) days of the date of termination of this Agreement. An independent certified accountant shall audit such reports in accordance with applicable federal regulations and 2 CFR Part 200.

2.8 Monitoring and Inspections/Access to Records: In accordance with the requirements set forth in 2 CFR §200.336, the Administrative Agent shall make all files, records, documents, financial statements, and data related to this Agreement available for review by the City's HCD Department, any auditors, the City's Office of Internal Audit and Evaluation, Comptroller General, Inspector General, HUD and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above said records, documents or papers related to the

activity or to meet any HUD requirements during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to the Agent's personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any Project Sponsor and it is the Agent's responsibility to ensure that any contract entered into with a Project Sponsor contain all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws and regulations.

The Administrative Agent shall monitor the progress of the activity covered by this Agreement and shall submit appropriate reports to the City. The City shall monitor the Agent's performance and financial and programmatic compliance. The Agent shall allow on-site monitoring of the facility and its programs on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with HOPWA regulations and this Agreement. The Agent shall also furnish and cause each of the Project Sponsors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein. This section shall survive termination of this Agreement.

2.9 Termination of Assistance: The Administrative Agent shall comply with 24 CFR § 574.310(e) regarding any termination of assistance.

2.10 Uniform Administrative Requirements and Cost Principles: The Administrative Agent shall comply with the Uniform Administrative Requirements set forth in 2 CFR Part 200 and adopted by HUD at 2 CFR Part 2400. Although 2 CFR Part 200 addresses many requirements, some of the items addressed include, but is not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, subrecipient (Project Sponsor) monitoring and management, record retention and access, remedies for noncompliance, Federal Funding Accountability and Transparency Act (FFATA), and closeout. The Agent is aware and acknowledges that 2 CFR Part 200 and 2 CFR Part 2400 are recent regulatory changes to the Uniform Administrative Requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, the Administrative Agent shall comply with whatever guidance required by HUD. The Agent also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR Part 200, if such plan is required.

2.11 Non-Discrimination and Equal Opportunity: The Administrative Agent shall not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Agreement. The Agent shall comply with the following: a) the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100 et. seq.; b) Executive Order 11063,

as amended by E.O. 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p 307) and implementing regulations at 24 CFR Part 107; c) Title VI of the Civil Rights of 1964 (42 U.S.C. 2000d - 2000d-4) and implementing regulations at 24 CFR Part 1; d) the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146; e) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8; f) Title II of the Americans With Disabilities Act (42 U.S.C. 12101), et. seq. and 28 CFR Parts 35 and 36; and g) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

The Administrative Agent and respective Project Sponsors, in accordance with Executive Order 13166, enacted August 11, 2000, shall take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the Project Sponsor and the person with limited English proficiency to facilitate participation in, and meaningful access to, the services contemplated herein. The obligations are further explained on the Office for Civil Rights website at http://www/hhs/gov/ocr/lep/revisedlep.html.

The Agent agrees that compliance with these regulations constitutes a condition of continued receipt of funding. The Agent agrees that all contractors, subcontractors, Project Sponsors, 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 regulations. It is expressly understood that, upon receipt of evidence of such discrimination, the City of Orlando shall have the right to immediately terminate this Agreement.

2.12 Restrictions on Lobbying: The Administrative Agent shall comply with the restrictions on lobbying set forth in 24 CFR Part 87 and shall execute the Certificate Regarding Lobbying, attached hereto as Exhibit "C" and incorporated herein by reference.

2.13 Affirmative Marketing/Fair Housing: The Administrative Agent shall exercise affirmative fair housing marketing and shall comply with the provisions set forth in 24 CFR Part 5 and 24 CFR § 574.603, the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 24 CFR Part 35 and Part 36, as applicable. The Agent shall adopt procedures to ensure that all persons who qualify for assistance, regardless of their race, color, religion, sex, age national origin, familial status, or handicap, know of the availability of the HOPWA Program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures. The Agent shall also comply with the City's affirmative marketing procedures.

2.14 Conflict of Interest: In the procurement of supplies, equipment, construction and services, the Administrative Agent shall comply with the conflict of interest rules in 2 CFR Part 200 and 24 CFR § 574.625. The Agent agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards

must ensure that no employee, officer or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR § 200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Agent must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Agent. If the Agent has a parent, affiliate, or subsidiary organization, the Agent must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR Part 200, the Administrative Agent shall comply with the conflict of interest provisions contained in 24 CFR § 574.625. Although this summary does not intend to replace 24 CFR § 574.625, essentially this rule states that no person who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOPWA funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOPWA assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The "persons" covered in 24 CFR § 574.625 include employees, agents, consultants officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of project sponsors that are receiving HOPWA funds. The Agent shall also keep records supporting requests for waivers of conflicts.

The Agent will disclose in writing any potential conflict of interest to the City. By executing this Agreement, the Agent covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or any other interest which would conflict in any manner with this Agreement or the performance of the this Agreement.

2.15 Displacement and Relocation: The Administrative Agent shall comply and assist the City in complying with the provisions of 24 CFR § 574.630, "Displacement, relocation, and real property acquisition."

2.16 Flood Insurance Protection: If the facility providing services under this Agreement or a Project Sponsor's facility providing services under a contract with the Administrative Agent is located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Agent will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

<u>2.17 Agreement between the City and HUD</u>: The Administrative Agent agrees that it shall be bound by the terms and conditions contained in the HOPWA grant

agreement(s) between the City and HUD under which this Agreement is funded and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions contained in this Agreement or subsequent to the execution of this Agreement by the parties hereto.

2.18 Confidentiality: To the fullest extent permitted by law, neither the Administrative Agent nor any contracted Project Sponsor shall use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with all applicable regulations, except with the written consent of the recipient, his/her attorney, or his/her responsible parent or guardian.

2.19 Requirements for Personal Information Protection.

(a) In accordance with Chapter 501, Florida Statutes, the Administrative Agent shall take, and ensure that Project Sponsors take, reasonable measures to protect and secure data in electronic form containing Client personal information.

(b) Client personal information shall mean an individual's initials, first name or first initial and last name in combination with the following:

(1) A social security number;

(2) 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;

(3) 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;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional;

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or

(6) Any other identifier, as referenced in the Department of Health and Human Services "Safe Harbor Standards."

(c) 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.

(d) The Administrative Agent shall take reasonable measures, and shall ensure that such reasonable measures are taken by Project Sponsors, to protect and secure data in electronic form containing personal information, as more specifically identified in this Section (collectively hereinafter referred to as "Personal Information"), that the Administrative Agent and respective Project Sponsor have been contracted to maintain, store, or process on behalf of the City or Administrative Agent, respectively.

(e) The Administrative Agent shall provide notice to the City, as expeditiously as possible, but no later than ten (10) days following the determination of a breach,

or reasonable suspicion of a breach, of any system containing data in electronic form that the Administrative Agent has been contracted to maintain, store or process on behalf of the City. Breach shall mean any unauthorized access of data in electronic form regardless of its source. The Agent shall provide notice to the State in accordance with the statute.

- (f) Notice of any such breach to the City shall include the following:
 - (1) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
 - (2) The number of individuals who were or potentially have been affected by the breach;
 - (3) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
 - (4) The name, address, telephone number, and e-mail address of the employee, agent, contractor, or business associate from whom additional information may be obtained concerning the breach; and
 - (5) Any additional information requested by the City.

<u>2.20</u> Fees Prohibition: The Administrative Agent agrees and shall ensure that all contracted Project Sponsors agree that no fee, except rent, will be charged of any eligible person for any housing or services provided with HOPWA Funds.

2.21 Registration and Accountability: The Administrative Agent agrees to comply, and ensure a Project Sponsor's compliance, with 2 CFR Parts 25 and 170, and to maintain a current registration in the federal System for Award Management ("SAM") database (http://www.sam.gov), formally known as the Central Contractor Registration under 2 CFR § 176.50(c), and provide the City with its SAM registration number and legal name as entered into the SAM. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://lwww.dnb.com) is required for registration in SAM. The Agent shall also complete and sign the Federal Funding Accountability and Transparency Act ("FFATA") Affidavit, attached hereto as **Exhibit "D"**, in conjunction with its execution of this Agreement, and provide any supporting documentation if required. The Agent shall also ensure that the Project Sponsor completes and signs a FFATA Affidavit which shall be attached to its contract with the Project Sponsor.

SECTION 3: DEFAULTS AND REMEDIES

<u>3.1 Events of Default</u>: The following shall constitute an Event of Default under this Agreement:

- (a) if the Administrative Agent fails to provide service(s) in accordance with the terms and conditions of this Agreement;
- (b) if the Administrative Agent fails to comply with any regulations governing HOPWA awards including, but not limited to, 24 CFR Part 574, or fails to

comply with any of the terms contained in this Agreement or documents executed in connection therewith;

- (c) if at any time any material representation made by the Administrative Agent, in any certification or communication submitted by the Administrative Agent to the City in an effort to induce the making of this grant or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner;
- (d) if the Administrative Agent does not disclose to the City, upon demand, the names of all persons with whom the Administrative Agent has provided services to or intends to provide services to, including contracts for services and/or labor;
- (e) if any other default occurs under any of the grant documents executed by the Administrative Agent in connection with this grant by the City (herein the "Grant Documents") which is not elsewhere specifically addressed herein, and such default is not cured within the applicable cure period set forth in the Grant Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of notice to the City thereof; and
- (f) notwithstanding any of the forgoing provisions to the contrary, if the Administrative Agent has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

3.2 Remedies for Non-compliance: If the Administrative Agent fails to comply with Federal statutes, regulations, or the terms and conditions of this Agreement, the City may impose additional conditions as described in 2 CFR § 200.207. If the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions including, but not limited to:

- (a) Temporarily withhold payment pending correction of the deficiency or more severe enforcement action by the City;
- (b) Disallow both use of Funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- (e) Withhold further federal awards for the project or program; and

(f) Take other remedies that may be legally available including, but not limited to, litigation, declaratory judgment, specific performance, damages, injunctions, termination of the Agreement, or any other available remedies.

3.3 Suspension and Termination: The Administrative Agent and the City will comply with the noncompliance and termination provisions in 2 CFR Part 200. In addition to the remedies for non-compliance in 2 CFR § 200.338, in accordance with 2 CFR §§ 200.338 and 339, the City may suspend or terminate this Agreement in whole or in part if the Administrative Agent fails to comply with any terms and conditions of this Agreement or upon the occurrence of any Event of Default or any other breach of this Agreement. The City can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, the Administrative Agent shall also forfeit to the City all unexpended monies awarded under the Agreement. The Administrative Agent may also be required to refund all HOPWA funds awarded by the City.

In accordance with 2 CFR § 200.339, the City can terminate the Agreement with the consent of the Administrative Agent in which case the Administrative Agent and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR § 200.339(a)(4), the Agreement may also be terminated by the Administrative Agent or the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

If this award is terminated or partially terminated, the Administrative Agent remains responsible for compliance with the closeout requirements in 2 CFR § 200.343 and post-closeout requirements set forth in 2 CFR § 200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

<u>3.4</u> No Waiver: Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

SECTION 4: INDEMNIFICATION AND INSURANCE

<u>4.1</u> Liability: The County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the County and its officers,

employees, servants, and agents thereof, while acting within the scope and course of their employment, or arising out of or resulting from this Agreement. The City assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the City and its officers, employees, and servants thereof, while acting within the scope and course of their employment, or arising out of or resulting from this Agreement. The City and County further agree that nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Furthermore, the Parties agree that nothing in this Agreement shall be construed or interpreted (1) to deny either Party any remedy or defense available to the Party under the laws of the State of Florida, and (2) as comprising the consent of the State of Florida or its agents and agencies to be sued.

4.2 Insurance: Without waiving its right to sovereign immunity, as provided in Section 768.28, Florida Statutes, the Administrative Agent is self-insured for General Liability and Automobile Liability with coverage limits of \$200,000 per person, \$300,000 per occurance.

The Administrative Agent agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability, in accordance with Chapter 440, Florida Statutes. The employers' liability coverage limits shall be \$200,000 per person, \$300,000 per occurance.

The Administrative Agent shall provide Certificate(s) of Insurance Within ten (10) days of the Effective Date of this Agreement, and shall notify the City within thirty (30) days of receiving notice of cancellation, changes, or material alternations in the coverages.

The City's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Administrative Agent of its liability and obligations under this Agreement.

The Administrative Agent shall require all Project Sponsors performing work under this Agreement 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.

SECTION 5: MISCELLANEOUS PROVISIONS

<u>5.1 Entire Agreement</u>: This Agreement contains the entire agreement between the parties. This Agreement may only be modified in writing, signed by both of the parties hereto.

<u>5.2</u> <u>Severability</u>: It is agreed by and between the parties that if any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, condition or provisions herein contained.

5.3 Effective Date: This Agreement shall be effective as of October 1, 2016

(herein the "Effective Date") and the Administrative Agent may begin providing services set forth in the Budget on such date.

5.4 <u>Assignment/successors and assigns</u>: The Administrative Agent shall not assign, subcontract, or transfer any interest in this Agreement without the prior written consent of the City. Any successors and assigns shall also be obligated to comply with the terms of this Agreement.

<u>5.5</u> Notices: Whenever, by the terms of this Agreement, notice shall or may be given to either party such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested to:

City:	Housing and Community Development Department City of Orlando Oren Henry, Director 400 South Orange Avenue - 7th Floor Orlando, Florida 32801
Administrative Agent:	Health Services Department Orange County Christopher Hunter, Director 2002-A East Michigan Street Orlando, Florida 32806

<u>5.6</u> <u>Compliance With All Laws</u>: Notwithstanding anything herein to the contrary, the Administrative Agent shall manage and administer the HOPWA Funds consistent with and in compliance with all applicable federal, state, and local laws and regulations, and as set forth in Exhibit "E."

5.7 Subaward/Sub-recipient Federal Award Agreement Checklist: In accordance with 2 CFR § 200.351 ("Requirements for Pass-Through Entities"), the City and Agent shall be responsible for completing the Subaward/Sub-recipient Federal Award Checklist ("Checklist"), a copy of which is attached hereto and incorporated by this reference as Exhibit "E." The Agent shall be responsible for completing the Checklist for each Project Sponsor, a copy of which will be attached as an exhibit to each contract.

<u>5.8</u> Post-closeout Adjustments and Continuing Responsibilities. The closeout of the federal award issued to the Administrative Agent under this Agreement shall not affect the authority of the City to recover Funds from the Administrative Agent, as more specifically described in 2 CFR §200.344 ("Post close-out Adjustments and Continuing Responsibilities"). In the event of any conflict between the provisions of this Agreement and the Federal Code or the Federal Code section herein referenced, the Federal Code shall take precedence.

۰,

5.9 Supplies and Services. The Administrative Agent shall use its best efforts to obtain all supplies and services for use in the performance of this Agreement at the lowest practicable cost.

No Partnership or Agency. All Administrative Agent personnel shall be 5.10 considered to be, at all times, the sole employees of the County under its sole discretion, and not employees or agents of the City. Nothing in this Agreement is intended to, or shall be construed in any manner so as to create to establish the relationship of principal/agent, employer/employee, or joint venture partnership between the City and Administrative Agent.

5.11 <u>Captions</u>. Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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, County Comptroller As Clerk of the Board of County Commissioners

By:___

Deputy Clerk

Date:		

CITY OF ORLANDO

ATTEST:

By: _____

Mayor/Mayor Pro Tem

Date:

City of Orlando Clerk

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the City of Orlando, Florida, only. 2016.

> Assistant City Attorney Orlando, Florida

EXHIBIT "A"

AGENT BUDGET

Orange County Health Services Department

<u>Type of Service</u>	Funding	Amount
Service/Activity Delivery Costs Supportive Services/Case Management	<u>\$881,478.00</u>	\$881,478.00
Direct Costs Permanent Housing Placement	<u>\$141,386.00</u>	\$141,386.00
Direct Costs Service/Activity Delivery Costs Short-term Rent, Mortgage & Utility Assistance	\$640,000.00 <u>\$102,351.00</u>	\$742,351.00
Direct Costs Service/Activity Delivery Costs Tenant-Based Housing Assistance	\$662,800.00 <u>\$113,565.00</u>	\$776,365.00
Direct Costs Facility-Based Operating Costs	<u>\$1,065,768.00</u>	\$1,065,768.00
Service/Activity Delivery Costs Project Sponsor Administration	<u>\$290,636.00</u>	\$290,636.00
Service/Activity Delivery Costs Agent Administration	<u>\$96,056.00</u>	<u>\$96,056.00</u>
TOTAL AWARD		\$3,994,040.00

~

(to be inserted into Project Sponsor Agreement as Exhibit "B")

Aspire Health Partners, Inc. d/b/a The Center For Drug Free Living

Type of Service	Funding Amount		
Service/Activity Delivery Costs Supportive Services/Case Management	<u>\$391,447.00</u>	\$ 391,447.00	
Direct Costs Permanent Housing Placement	<u>\$ 12,000.00</u>	\$ 12,000.00	
Direct Costs Short-term Rent, Mortgage & Utility Assistance	<u>\$200,000.00</u>	\$ 200,000.00	
Direct Costs Tenant-Based Housing Assistance	<u>\$ 72,000.00</u>	\$ 72,000.00	
Direct Cost Facility-Based Operating Costs	<u>\$503,700.00</u>	\$ 503,700.00	
Service/Activity Delivery Costs Administration (7%)	<u>\$ 88,752.00</u>	<u>\$ 88,752.00</u>	
TOTAL AWARD	5	\$1,267,899.00	

(to be inserted into Project Sponsor Agreement as Exhibit "B")

Catholic Charities of Central Florida, Inc.

Type of Service	Funding A	Amount
Direct Costs Facility-Based Operating Costs	<u>\$183,617.00</u>	\$183,617.00
Service/Activity Delivery Costs Administration (7%)	<u>\$ 13,820.00</u>	<u>\$ 13,820.00</u>
TOTAL AWARD	• • • • • • • • • • • • • • • • • • • •	. \$ 197,437.00

(to be inserted into Project Sponsor Agreement as Exhibit "B")

Center for Multicultural Wellness and Prevention Inc

Type of Service Funding		<u>Amount</u>
Service/Activity Delivery Costs Supportive Services/Case Management	<u>\$332,036.00</u>	\$ 332,036.00
Direct Cost Service/Activity Delivery Costs Permanent Housing Placement	\$ 30,000.00 <u>\$ 16,050.00</u>	\$ 46,050.00
Direct Cost Service/Activity Delivery Costs Short-term Rent, Mortgage, Utility Assistance	\$290,000.00 <u>\$ 94,015.00</u>	\$ 384,015.00
Direct Cost Service/Activity Delivery Costs Tenant-Based Housing Assistance	\$190,000.00 <u>\$_47,027.00</u>	\$ 237,027.00
Direct Cost	<u>\$124,840.00</u>	
Facility-Based Operating Costs		\$ 124,840.00
Service/Activity Delivery Costs Administration (7%)	<u>\$ 84,599.00</u>	<u>\$ 84,599.00</u>
TOTAL AWARD		\$1,208,567.00

(to be inserted into Project Sponsor Agreement as Exhibit "B")

Homeless Services Network of Central Florida

Type of Service	Funding A	mount
Direct Costs Service/Activity Delivery Costs Tenant-Based Housing Assistance	\$250,800.00 <u>\$58,202.00</u>	\$ 309,002.00
Service/Activity Delivery Costs Administration (7%)	<u>\$ 23,258.00</u>	<u>\$ 23,258.00</u>
TOTAL AWARD		\$332,260.00

PROJECT SPONSOR BUDGET (to be inserted into Project Sponsor Agreement as Exhibit "B")

Miracle of Love, Inc.

Type of Service Funding Amou		
Service/Activity Delivery Costs Supportive Services/Case Management	<u>\$157,995.00</u>	\$157,995.00
Direct Costs	\$ 75,000.00	
Service/Activity Delivery Costs Permanent Housing Placement	<u>\$ 8,336.00</u>	\$ 83,336.00
Direct Costs	\$150,000.00	
Service/Activity Delivery Costs	<u>\$ 8,336.00</u>	
Short-term Rent, Mortgage, Utility Assistance		\$158,336.00
Direct Costs	\$150,000.00	
Service/Activity Delivery Costs	<u>\$ 8,336.00</u>	
Tenant-Based Housing Assistance		\$158,336.00
Service/Activity Delivery Costs	\$ 42,000.00	
Administration (7%)		<u>\$ 42,000.00</u>
TOTAL AWARD		. \$600,003.00

(to be inserted into Project Sponsor Agreement as Exhibit "B")

St. Francis House of Hospitality Inc.

Type of Service	Funding	<u>a Amount</u>
Direct Cost Facility-Based Operating Costs	<u>\$ 119,412.00</u>	\$ 119,412.00
Service/Activity Delivery Costs Administration (7%)	<u>\$ 8,988.00</u>	<u>\$ 8,988.00</u>
TOTAL AWARD		. \$ 128,400.00

.

•

PROJECT SPONSOR BUDGET (to be inserted into Project Sponsor Agreement as Exhibit "B")

X-Tending Hands, Inc.

Type of Service	Funding	<u>Amount</u>
Direct Cost Facility-Based Operating Costs	<u>\$134,199.00</u>	\$134,199.00
Service/Activity Delivery Cost Administration (7%)	<u>\$ 29,219.00</u>	<u>\$ 29,219.00</u>
TOTAL AWARD		. \$ 163,418.00

,

Exhibit "B"

Expenditure Report and Reimbursement Request

Agency Name: Orange County Health Services Department Address: 2002 A.E. Michigan Street, Orlando, Florida 32806 HOPWA Program

Invoice Number:

October 1, 2016 through September 30, 2017

Period covered by this report:

		Budget		Expenses		Balance
Type of Service	Original Contract Amount	Amendment +/(-)	Current Contract Amount	This Report	YID	Unexpended YID
Short-Term Rent, Mortgage & Utilities (STRMU)	\$ 742,351.00		\$ 742,351.00		\$ -	\$ 742,351.00
Tenant Based Rental Assistance (TBRA)	776,365.00		77 6,365.0 0		-	77 6,36 5.00
Permanent Housing Placement	141,386.00		141,386.00		-	141,386.00
Supportive Services Case Management	881,478.00		SSI,478.00		-	\$\$1,478.00
Facility Based Operating Costs	1,065,768.00		1,065,768.00		-	1,065,768.00
Project Sponsor Administration	290,636.00		290,636.00			290,636.00
Agent Administration	96,056.00		96,056.00		~	96,056.00
Totals	\$ 3,994,040.00	s -	\$ 3,994,040.00	S -	S -	\$ 3,994,040.00

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purpose and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, ficilities, or fraubilient information, or the emission of any material fact, may subject me to criminal, civil or administrative penalties for frand, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3501-3812).

· ·	· *	Date:
Preparer Signature:	 Authorized Signature:	·····
Printed Name:	Printed Name:	
Title:	Title:	

416

416

			Conser for					Orange Conniv	
Type of Service	Aspire Bealth Partners	Cathalic Charities	Mathécultural Wellaces	Rondes Scries Newsk		Mirner of Love St. Rivers Boure X-Tendery Rande	X-Tending Hands	Health Services Department	MTD Toxi
Short-Term Reat, Murigage & Unificies (STRMU)						an analasi sa sa sa sa sa sa sa sa sa sa sa sa sa	i ventavine vena		5
Tennt Bunch Rentel Associated: (JERA)							220002342.224249.20025.255	162403242844052200222	• 5
Prynessent Hausing Placement							P\$\$ 12874794184174218	CONTRACTOR OF THE OWNER.	·
Supportive Services Care Management							中国の大学に対象の支持などの方		\$
Facility Bacoff Operating Casts					in the second				1 54
Project Sponser Administration									- 5
A post A dasosistration	A CANADARY AND AN A CANADA	i sana kata kata kata kata kata kata kata k	的复数分子的复数分子				15.77777777777777777		- 5
Totals		,		, ,	-		•	-	5

Ŷ
CI

EXHIBIT "C" CERTIFICTE REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making on any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	Date
Printed name of Authorized Individual	Application or Contract Number
Name and address of Organization:	
	1

EXHIBIT "D"

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is <u>www.USASpending.gov</u>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and subgrants. Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

• Name of the entity receiving the award;

- Amount of the award;
- Information on the award including transaction type,

• Location of the entity receiving the award and primary location of performance under the award;

• Unique identifier of the entity receiving the award and the parent entity of the recipient;

• Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 780(d)) or section 6104 of the Internal Revenue Code of 1986.

I, _____ (print name), hereby swear or affirm that:

I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

I attest that ______(Agent name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

I attest that ______(Agent name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If Agent meets the above threshold, the Agent MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature of President/Executive Director/Board Chair/Authorized Representative

Printed Name of President/Executive Director/Board Chair/Authorized Representative

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing Affidavit was acknowledged before me this _____ day of ______, 20___, by ______ on behalf of the Health Services Department of Orange County, Florida, and is personally known to me or has produced ______ as identification.

Notary Public My Commission Expires:

EXHIBIT <u>"E"</u>

REQUIRED SUBRECIPIENT INFORMATION

1.	Subrecipient name (which must match registered name in DUNS):
2.	Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number):
3,	Federal Award Identification Number (FAIN):
4.	Federal Award Date (see §200.39 Federal award date):
5.	Subaward Period of Performance Start Date and End Date: to
6.	Amount of Federal Funds Obligated by this activity: \$
7.	Total Amount of Federal Funds obligated to subrecipient: \$
8.	Total Amount of the Federal Award: \$
9.	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
10.	Name of Federal awarding agency, pass-through entity, and contact information for awarding
	official: U.S. Department of Housing and Urban Development; City of Orlando Housing and Community Development Department; Housing and Community Development Manager; 400 S. Orange Ave, 7 th Floor, Orlando, FL, 32802; 407.246.3326
11.	CFDA Number and Name: the pass-through entity must identify the dollar amount made

11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement:

12. Identification of whether the award is R&D:

 Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): ORANGE Interoffice Memorand.

August 8, 2016

TO:	Mayor Teresa Jacobs —AND—
	Board of County Commissioners
FROM:	Kathie Canning, Executive Director
CONTACT PERSON:	Carla Bell Johnson, Director Strategic Planning & Development Orange County Convention Center (407) 685-9854
SUBJECT:	August 23, 2016 – Work Session Pedicab Ordinance

In 2009, the Convention Center established a permitting process and standards that apply to pedicabs operating on Convention Center property. Since that time, International Drive Area Stakeholders have been advocating for an ordinance regulating pedicabs within the Convention Center District based on public safety and operational concerns. This has been a topic of discussion in the I-Drive 2040 Visioning Process. Many cities and urban/tourist/resort destinations have ordinances that regulate the operation of pedicabs. Over the past several months, staff has been working with area stakeholders to research best practices and develop a preliminary draft of an ordinance, which will then be utilized to engage in discussions with pedicab company owners and operators for additional feedback.

Staff will provide a presentation outlining the current conditions, best practices, preliminary draft ordinance provisions, and administrative considerations that are currently under discussion. This presentation is for informational purposes only. No action is requested of the Board at this time.

CBJ:am



August 1, 2016

Interoffice Memorandum

TO: Mayor Teresa Jacobs and Board of County Commissioners

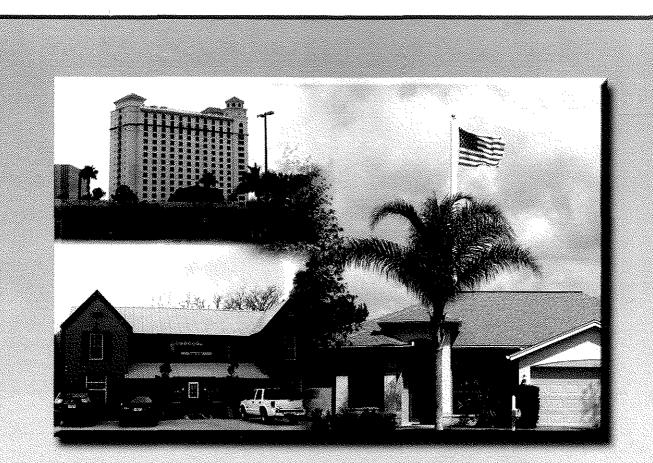
FROM: Raymond E. Hanson, P. E., Director Utilities Department

SUBJECT: BCC AGENDA ITEM – Work Session Agenda August 23, 2016 BCC Meeting Bear Management Program Contact Person: Jim Becker, Manager Utilities Solid Waste Division 407-254-9804

The Utilities Department, Family Services Department and the Environmental Protection Division have cooperatively worked on developing concepts for a bear management program designed to reduce bear and human interaction in Orange County. Staff will provide information on designation of bear management areas, education programs, the potential for an ordinance to address bear resistant containers, and Florida Fish and Wildlife Service grant programs.

Board action is not required at this time.

All Districts.



Orange County Board of Zoning Adjustment

RECOMMENDATIONS BOOKLET

August 4, 2016

Prepared by: Community, Environmental & Development Services Department, Orange County Zoning Division



ORANGE COUNTY GOVERNMENT

BOARD of ZONING ADJUSTMENT (BZA)

Carolyn C. Karraker <i>Vice-Chair</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

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:

- 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. <u>Not Self-Created</u> 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. <u>No Special Privilege Conferred</u> 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. <u>Deprivation of Rights</u> 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. <u>Minimum Possible Variance</u> The zoning variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.
- 6. <u>Purpose and Intent</u> 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 ZONING DISTRICTS

Agricultural Districts

A-I	Citrus Rural
A-2	Farmland Rural
A-R	Agricultural-Residential District

Residential Districts

R-CE	Country Estate District
R-CE-2	Rural Residential District
R-CE-5	Rural Country Estate Residential District
R-1, R-IA & R-1AA	Single-Family Dwelling District
R-IAAA & R-IAAAA	Residential Urban Districts
R-2	Residential District
R-3	Multiple-Family Dwelling District
X-C	Cluster Districts (where X is the base zoning district)
R-T	Mobile Home Park District
R-T-I	Mobile Home Subdivision District
R-T-2	Combination Mobile Home and Single-Family Dwelling District
R-L-D	Residential -Low-Density District
N-R	Neighborhood Residential

Non- Residential Districts

P-O	Professional Office District
C-1	Retail Commercial District
C-2	General Commercial District
C-3	Wholesale Commercial District
I-IA	Restricted Industrial District
1-1/1-5	Restricted Industrial District
1-2/1-3	Industrial Park District
1-4	Industrial District

Other District

P-D	Planned Development District
U-V	Urban Village District
N-C	Neighborhood Center
N-A-C	Neighborhood Activity Center

ORANGE COUNTY BOARD OF ZONING ADJUSTMENT RECOMMENDATIONS August 4, 2016

PUBLIC HEARING	APPROVED	DISTRICT	BZA <u>Recommendations</u>	PAGE #
VA-16-06-050	William Johnston	2	Continued	1
SE-16-08-091	Thomas Oakes	1	Approved w/Conditions	11
VA-16-08-092	Robert Saunders	1	Approved w/Conditions in part Denied in part	20
VA-16-08-093	Loren McHenry	2	Continued	28
VA-16-08-094	Jaqueline Durruthy	1	Approved w/Conditions	36
SE-16-08-096	Alena Kolyadchik	1	Approved w/Conditions	45
VA-16-08-097	Jan Pachlopnik	5	Approved w/Conditions	55
VA-16-08-098	Jason Moseley	2	Approved w/Conditions	64
VA-16-08-099	Kathy Bucknell	- 1	Approved w/Conditions	71
SE-16-08-102	Jeanenne Darden	1	Approved w/Conditions	78
VA-16-09-104	Brenda Miller	2	Approved w/Conditions	91
VA-16-08-100	Phyllis Tyson	2	Approved w/Conditions	98
VA-16-09-103	iFly of Orlando	6	Continued	105
SE-16-08-101	Saints Academy Private School	6	Approved w/Conditions	115
SE-16-07-088	Kenneth Leeming	2	Denied	124
SE-16-07-073	Windermere Religion Center	1	Denied	134

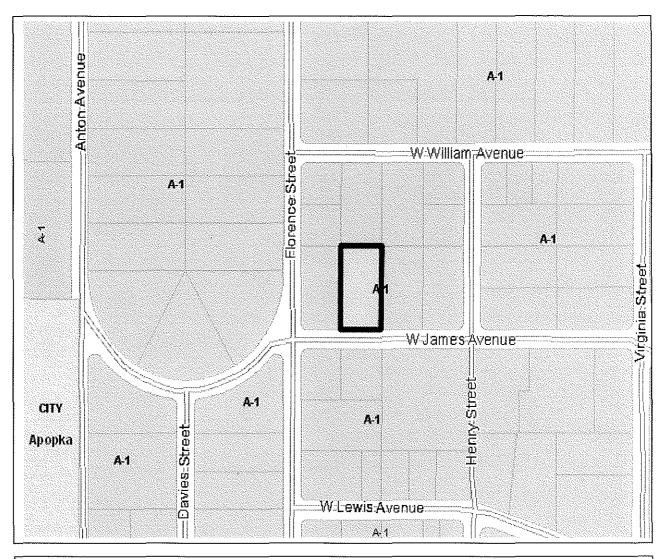
.

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

The BZA voted unanimously to **CONTINUE** this item until their September 1, 2016 to allow the applicant to pursue other options.

,

.



Applicant: William Johnston

BZA Number: VA-16-06-050

BZA Date: 08/04/2016

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.

TO WHOM IT MAY CONCERN:

application

RECEIVED APR 12 2016 Zoning Division

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 $30\pm$ 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 $40\pm$ 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.

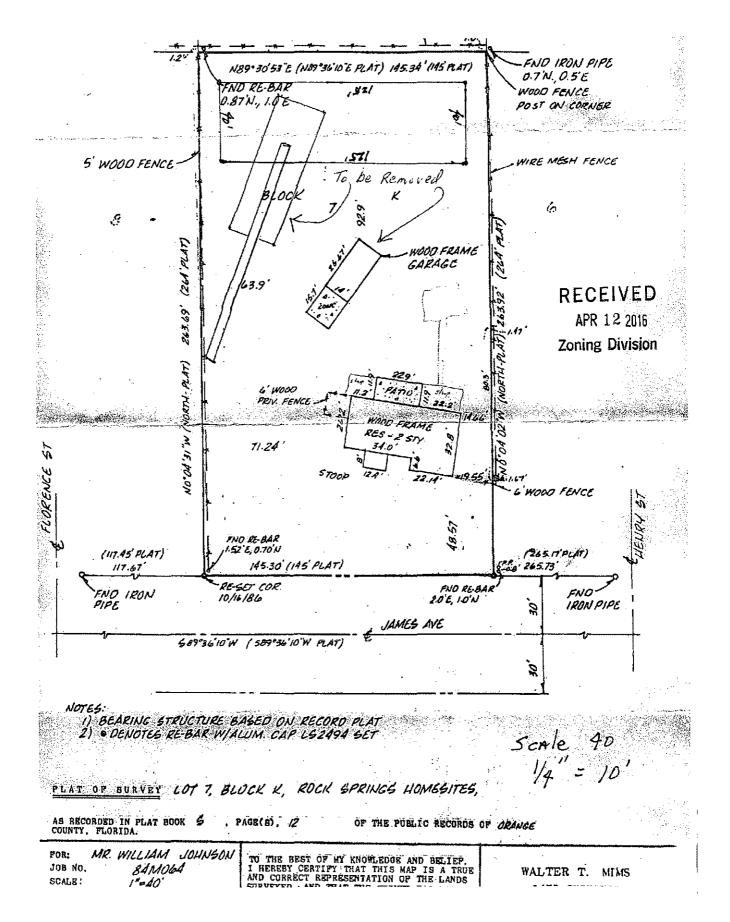
The subjective zoning regulations pertaining to size creates an inordinate burden, limiting and restricting the private property rights of the owners.

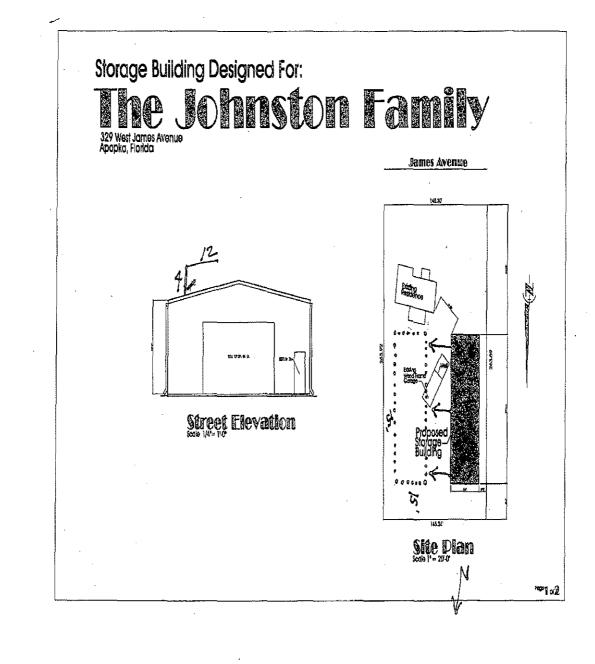
We appeal to your good judgement and use of discretionary common sense to approve and allow this building variance as requested.

Thank you; William (Joe) & Janet Johnston 329 West James Ave Apopka, Florida 32712

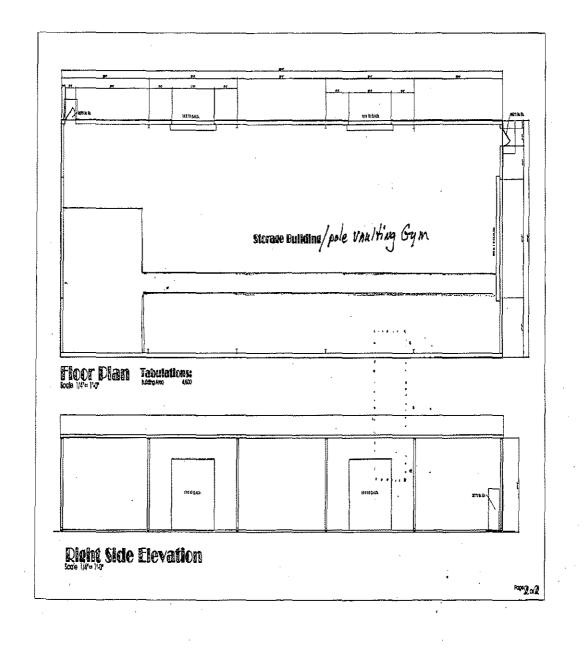
A 6 minute video, which depicts what we do here, can be found online at: <u>www.growingbolder.com/</u> and search topic: jumpinjoe and the joe dome

another 3 minute video is available on DVD.





្ពុំ



a da servezione.



STAFF REPORT CASE #VA-16-06-050 Orange County Zoning Division Planner: David Nearing, AICP Board of Zoning Adjustment 08/04/16 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 vault 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 500% 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 the form of thirty-one (31) signatures of support.

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 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; and,

- 4. The applicant shall preserve as many trees as possible.
- cc: William Johnston 329 W. James Avenue Apopka, Florida 32712

.

,

REQUEST:	Special Exception in the A-1 zoning district to provide veterinary services inside existing single family residence. (Note: The applicant submitted a petition containing 7 signatures in favor of the request).
ADDRESS:	11101 Roberson Road, Ocoee FL 34761
LOCATION:	North side of Roberson Rd., west of Maguire Rd.
S-T-R:	31-22-28
TRACT SIZE:	2 acres
DISTRICT#:	1
LEGAL:	E 132 FT OF W 792 FT M/L OF S 660 FT OF SE1/4 OF NE1/4 (LESS S 30 FT FOR RD R/W) OF SEC 31-22-28
PARCEL ID:	31-22-28-0000-00-024
NO. OF NOTICES:	66

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 date-stamped "Received June 8, 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. 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;
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

- 4. The clinic shall not have any outdoor runs or outdoor compounds;
- 5. The clinic shall not have any commercial boarding of animals;
- 6. All structures related to the horse boarding facility shall be removed prior to the final inspection of the veterinary clinic;
- 7. Any nuisance or noise complaints shall be addressed to and by the Animal Services Division;
- 8. Signage shall be in accordance with Chapter 31.5, Orange County Code;
- 9. No expansion of the facility shall be permitted without prior Board of Zoning Adjustment approval;
- 10. Construction plans shall be submitted within two (2) years or this approval becomes null and void; and,
- 11. The structure shall be fitted with sound deadening insulation.

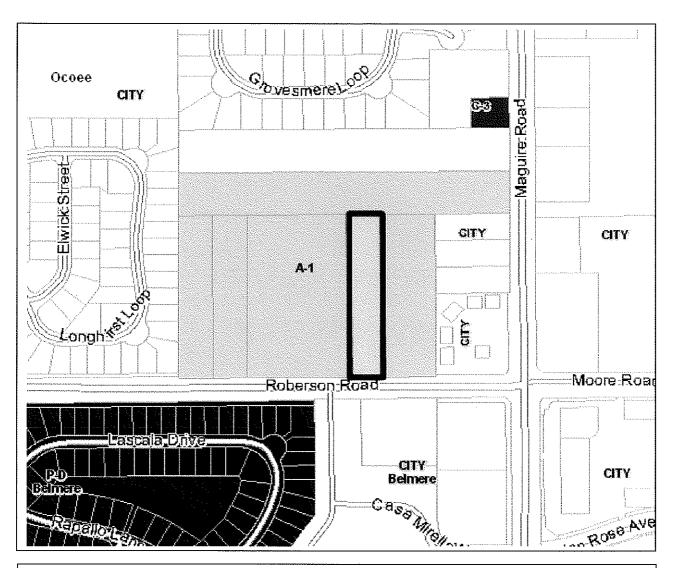
SYNOPSIS: Staff gave a presentation on the case, covering the location, the site plan, and photographs.

The applicant requested that Condition #5, be amended to allow animals to stay overnight for observation and recovery from surgery.

The BZA agreed to amend Condition #5. The BZA was concerned about animal noise based on previous similar cases and wanted a condition added, stating that the structure shall be fitted with sound deadening insulation.

Staff received eight (8) commentaries in favor of the application and one (1) in opposition. There was no opposition at the hearing.

The BZA approved the Special Exception with amended Condition #5, and the added condition, stating that the structure shall be fitted with sound deadening insulation.



Applicant: Thomas Oakes

BZA Number: SE-16-08-091

BZA Date: 08/04/2016

District: 1

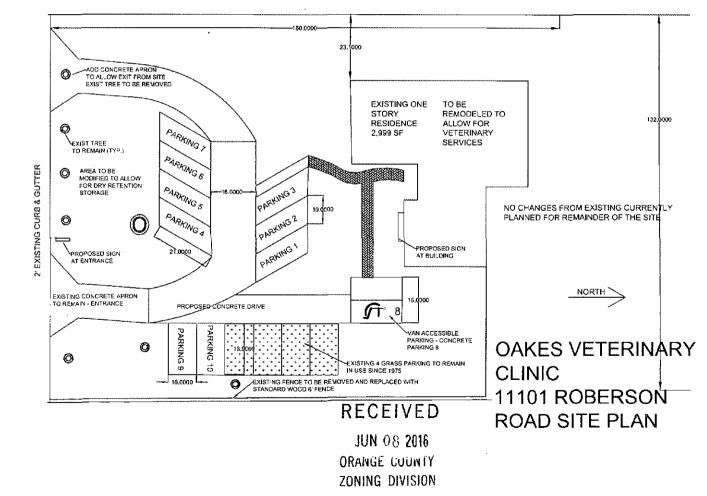
Sec/Twn/Rge: 31-22-28-NE-A

Tract Size: 2 acres

Address: 11101 Roberson Road, Ocoee FL 34761

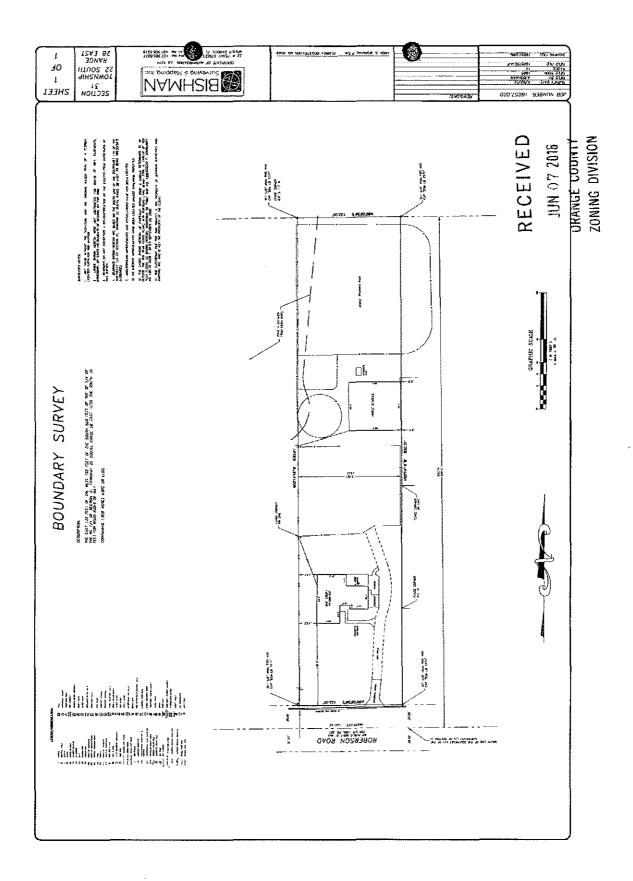
Location: North side of Roberson Rd., west of Maguire Rd.





- 14 -

ROBERSON ROAD



Date: June 6, 2016

To: Orange County Zoning Division 201 S Rosalind Ave P O Box 2687 Orlando, FL 32802-2687

From: Thomas J Oakes, Jr DVM

Re: Application for Special Exception to provide veterinary services.

Property Address: 11101 Roberson Road, Winter Garden 34787

Description: E 132 FT OF W 792 FT M/L OF S 660 FT OF SE1/4 OF NE1/4 (LESS S 30 FT FOR RD R/W) OF SEC 31-22-28

Background

The attached application is to request a special exception to provide veterinary services at 11101 Roberson Road, Winter Garden, FL 34787. The property, 1.94 acres zoned A-1, is an established equestrian center offering a full range of services including boarding, training, riding lessons, and pleasure riding. The property contains a single family residence, a training arena and a 10 stall barn. The owner/manager currently resides in a single family residence located on the property.

The applicant is under contract to purchase the property contingent upon the approval of the special exception.

Proposed Use

The applicant proposes to use the single family residence to provide companion animal veterinary services under the entity Oakes Veterinary Clinic. Please note the complete design for the remodel of the single family residence will take place after the special exception is approved, as there is no reason to proceed with the purchase of the property without the approval.

The single family residence will be remodeled in accordance with the standard operating space needed to provide companion animal veterinary services including:

Reception area with entrance and exit, and seating for 6 – 10 clients. Three exam rooms with an examination table, sink, and small bench seat. Surgery room with surgery table, light, anesthesia machine, sink Recovery area with 6-10 cages. Treatment area, treatment table, pharmacy, lab equipment, microscope Digital radiograph area Public Restroom Staff Restroom

There will be one full time veterinarian (applicant), and 2 full time support staff. Hours of operation will be normal business hours Monday through Friday, and a partial day on Saturday. Clients will be booked by appointment and there will be 16-20 appointments per day with approximately 30 companion animals.

RECEIVED

JUN 07 2016 ORANGE COUNTY ZONING DIVISION An ADA compliant driveway and parking lot are planned for the front of the SFR.

.

A sign similar in size and design to the My Kids Academy will be added at the roadway near the existing entrance. A small sign will also be placed on the front of the building containing the name of the professional entity Oakes Veterinary Clinic.

We have canvassed all of the adjacent property owners and were met with overwhelming approval for the plans to improve the property and provide veterinary services. The original letter of no objection from the adjacent property owners listed below are attached:

Primus Vitae LLC (My Kids Academy) Alejandro Gutienez 113 Roberson Road Windermere, FL 34787

Kenneth R Wingate 11149 Roberson Road Winter Garden, FL 34787

Nina R Rouse 11077 Roberson Road Winter Garden, FL 34787

Jane Clark 2739 Maguire Road Ocoee, FL 34761

Patrick Gray 2743 Maguire Road Ocoee, FL 34761

Paul Gerding 2721, 2723 and 2719 Maguire Road Ocoee, FL 34761

Marc Grimes 2701 and 2705 Maguire Road Ocoee, FL 34761

Thank you for taking the time to review this application. Please do not hesitate to contact me directly with any questions you may have.

Respectfulk eldun in homas J. Oakes, Jr., DVN



STAFF REPORT CASE #SE-16-08-091 Orange County Zoning Division Planner: Nick Balevich Board of Zoning Adjustment August 4, 2016 Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Thomas Oakes
HEARING TYPE:	Board of Zoning Adjustment
REQUEST:	Special Exception in the A-1 zoning district to provide veterinary services inside existing single family residence.
	(Note: The applicant submitted a petition containing 7 signatures in favor of the request).
LOCATION:	North side of Roberson Rd., west of Maguire Rd.
PROPERTY ADDRESS:	11101 Roberson Rd.
PARCEL ID:	31-22-28-0000-00-024
TRACT SIZE:	2 acres
DISTRICT #:	1
ZONING:	A-1
EXISTING USE(S):	Horse boarding facility
PROPOSED USE(S):	Veterinary Clinic
SURROUNDING USES:	Single family homes are to the north, east and west, a daycare center is to the south

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant intends to convert the existing home for use as a veterinary clinic.
- 2. The applicant has stated that the existing horse boarding facility and all structures related to the horse boarding facility will be removed from the site.
- 3. New drive aisles and paved parking spaces will be installed to meet requirements. Existing grass parking will remain to provide excess spaces.
- 4. The most impacted neighbors have signed letters of no objection.
- 5. The applicant proposes to treat dogs and cats only.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. Development in accordance with site plan date-stamped "Received June 8, 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. 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;
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
- 4. The clinic shall not have any outdoor runs or outdoor compounds;
- 5. The clinic shall not have any commercial boarding of animals. The only animals staying overnight will be those recovering from surgery;
- 6. All structures related to the horse boarding facility shall be removed prior to the final inspection of the veterinary clinic;
- 7. Any nuisance or noise complaints shall be addressed to and by the Animal Services Division;
- 8. Signage shall be in accordance with Chapter 31.5, Orange County Code;
- 9. No expansion of the facility shall be permitted without prior Board of Zoning Adjustment approval; and,
- 10. Construction plans shall be submitted within two (2) years or this approval becomes null and void.
- cc: Thomas Oakes 417 N. Lakeview Avenue Winter Garden, FL 34787

REQUEST:	Variance in the R-1A zoning district to allow accessory structure (shed) to remain 6 inches from the side (eastern) property line and 1 ft. from the rear (northern) property line in lieu of 5 ft. (Note: This is a result of code enforcement action. The shed has existed at this location since 1999).
ADDRESS:	9749 Wildoak Drive, Windermere FL 34786
LOCATION:	North side of Wild Oak Dr., west of Hemple Ave.
S-T-R:	04-23-28
TRACT SIZE:	140 ft. x 150 ft.
DISTRICT#:	1
LEGAL:	WINDERMERE DOWNS 4/12 LOT 26
PARCEL ID:	04-23-28-9332-00-260
NO OF NOTICES.	

NO. OF NOTICES: 64

DECISION: APPROVED the Variance request in part to allow accessory structure (shed) to remain 6 inches from the side (eastern) property line, 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** the Variance request in part, to allow accessory structure (shed) to remain1 ft. from the rear (northern) property line in lieu of 5 feet, in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (unanimous; 5-0, 2 absent):

- Development in accordance with site plan date stamped "Received June 7, 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. 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;
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

- 4. The applicant shall obtain a permit for the shed within ninety (90) days or this approval becomes null and void.
- 5. The side setback may remain at six (6) inches, but the rear setback shall be five (5) feet or greater.

SYNOPSIS: Staff gave a brief presentation on the case, and showed photographs and the location.

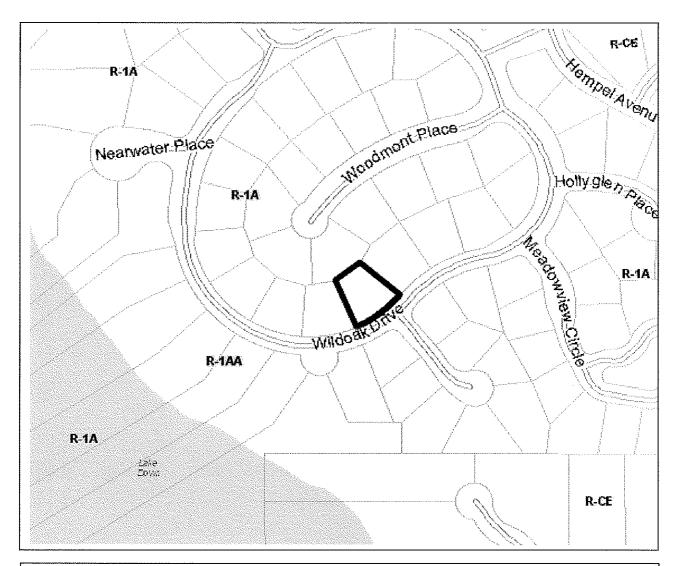
The applicant stated that he built the shed, and that it is surrounded by vegetation, and had been there for over seventeen (17) years with no complaints.

The BZA felt that it would have been different if the applicant had purchased the property unknowingly, rather than building the structure himself.

The BZA stated the side setback may remain at six (6) inches, but the rear setback shall be five (5) feet or greater.

Staff received two (2) commentaries in favor and two (2) in opposition of the application. There was no opposition at the hearing.

The BZA approved the variance to allow the side setback to remain at six (6) inches, but denied the variance for the rear setback.



Applicant: Robert Saunders

BZA Number: VA-16-08-092

BZA Date: 08/04/2016

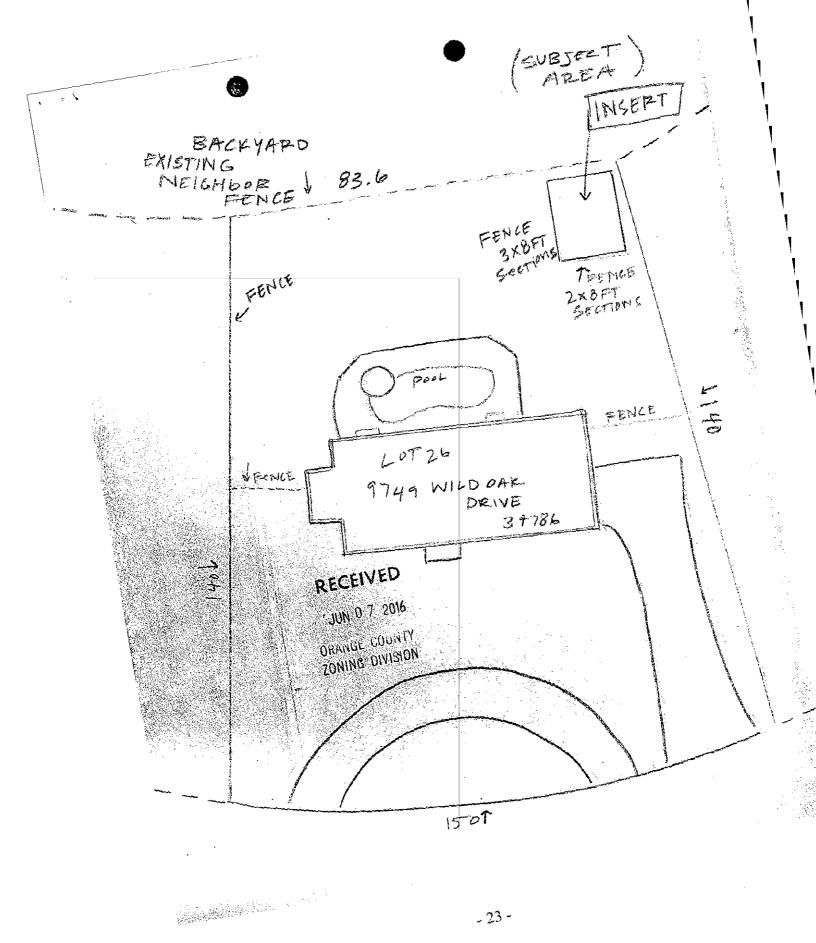
District: 1

Sec/Twn/Rge: 04-23-28-SW-C

Tract Size: 140 ft. x 150 ft.

Address: 9749 Wild Oak Drive, Windermere FL 34786

Location: North side of Wild Oak Dr., west of Hemple Ave.



RESIDENTIAL ACCESSORY STRUCTURE PERMIT /VARIANCE APPLICATION INFORMATION

June 2, 2016

Orange County Board of Zoning Orange County Administrative Building 201 South Rosalind Ave Orlando, Florida 32801 RECEIVED JUN 07 2016 ORANGE COUNTY ZONING DIVISION

RE:

2

APPLICANT: ROBERT SAUNDERS LOCATION: 9749 WILD OAK DRIVE WINDERMERE, FLORIDA LEGAL DESCRIPTION: 04-23-28-9332-00260 PARCEL #: Windermere Downs 4/12, Lot 26

Dear Members of the Orange County Board of Zoning:

Please accept this correspondence, together with a check for \$638.00, and the enclosed documentation, all submitted in support of the attached application for a variance for an open yard shed, built in the back corner of our property in fall of 1999. I was then not aware a permit was required.

The application requests that the existing open yard shed remain in place in the northeast corner of the property, at a minimal set back in lieu of the five foot set back, along the northern and eastern property lines.

The subject structure is not an enclosed structure, and does not have any electrical or plumbing work or capability of any sort. The covered area consists of approximately 320 square feet, having eighty 2x2 patio bricks on the ground, placed in a 16 x 20 foot rectangular shape. It has conventional shadow-box fencing panels on three sides. It is covered by twelve corrugated aluminum panels, which are supported by conventional 2x4 trusses every three feet and ten pressure-treated 4x4 posts. At each corner, there is a 3foot screw anchor in the ground, with ¼ inch coated aluminum cable over the top of all panels. At its highest point it is 84 inches. (Please see the attached pictures.)

It has remained in place, unchanged, openly and continuously for more than sixteen (16) years. It has literally withstood three hurricanes and hundreds of Central Florida thunderstorms.

It is placed approximately six inches from the eastern side property line (Lot 27) and one foot from the northern, backyard property line (Lot 35).

The side-yard neighbors (Lot 27 – the Dobson family) had no objection to the structure when it was put in place 16 years ago - and they still do not. A letter of no-objection and of support from the Dobsons will be filed if necessary.

The back-yard property (Lot 35) has been bought and sold at least three times in the past fifteen years. No objection or complaint were ever voiced, noticed or filed by any owner. The property was very recently sold, and the new owners are putting in a pool. It is likely they who are the reason I am applying for this permit retro-actively.

The neighborhood association, Windermere Downs Community Association, neither said nor did anything for fifteen years – until someone mentioned it – not that we've been hiding anything. Please see the attached letter of March 03, 2016, from the undersigned to the Windermere Downs Community Association. The association has conceded that any right it may have had to object, at this point in time has been constructively waived.

If the issue of legal liability is of concern to Orange County due to safety concerns, I hereby affirmatively agree to indemnify and hold-harmless the Orange County government from any and all liability, whether in the form of property damage or personal injury, and I will execute a Release in that regard.

There are no easements anywhere around the structure property. It has no gates, doors or windows abutting either property. It is all natural in color, and in fact is difficult to see because of the surrounding plants and vegetation.

Thank you for your time and consideration.

Enclosures

. .



STAFF REPORT CASE #VA-16-08-092 Orange County Zoning Division Planner: Nick Balevich Board of Zoning Adjustment 08/04/16 Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Robert Saunders

REQUEST: Variance in the R-1A zoning district to allow accessory structure (shed) to remain 6 inches from the side (eastern) property line and 1 ft. from the rear (northern) property line in lieu of 5 ft.

(Note: This is a result of code enforcement action. The shed has existed at this location since 1999).

- LOCATION: North side of Wild Oak Dr., west of Hemple Ave.
- PROPERTY ADDRESS: 9749 Wild Oak Dr.
- PARCEL ID: 04-23-28-9332-00-260
- TRACT SIZE: 140 ft. x 150 ft.

DISTRICT #: 1

ZONING: R-1A

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant is requesting a variance to allow a shed (that has been at this location since 1999) to remain.
- 2. The shed was constructed without permits.
- 3. Code Enforcement visited the property and provided a hearing notice to the property owner on April 29, 2016.
- 4. The shed is approximately 320 sq. ft. and consists of an aluminum roof with fence panels used as the sides.

STAFF RECOMMENDATION:

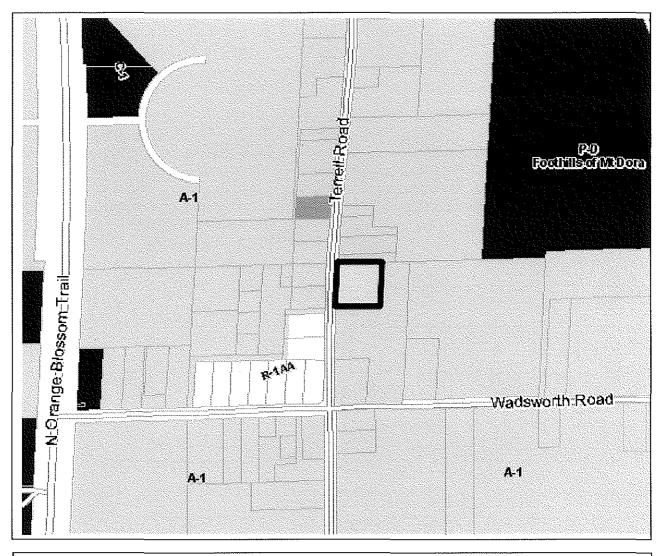
If the BZA approves the request, the following conditions should be imposed:

- 1. Development in accordance with site plan date-stamped "Received June 7, 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. 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;
- 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; and,
- 4. The applicant shall obtain a permit for the shed within ninety (90) days or this approval becomes null and void.
- cc: Robert Saunders 9749 Wild Oak Drive Windermere, FL 34786

LOREN MCHENRY VA-16-08-093

REQUEST:	Variance in the A-1 zoning district to allow a mobile home on a 1 acre of land in lieu of 2 acres.
ADDRESS:	6087 Terrell Road, Mount Dora FL 32757
LOCATION:	East side of Terrell Rd., north of Wadsworth Rd.
S-T-R:	04-20-27
TRACT SIZE:	1 acre
DISTRICT#:	2
LEGAL:	1 ACRE IN NW COR OF SE1/4 OF SE1/4 OF SW1/4 OF SEC 04-20- 27
PARCEL ID:	04-20-27-0000-00-050
NO. OF NOTICES:	42

The BZA **CONTINUED** the case for sixty (60) days for the applicant to clear up the code enforcement violations to be heard on October 6, 2016.



Applicant: Loren McHenry

BZA Number: VA-16-08-093

BZA Date: 08/04/2016

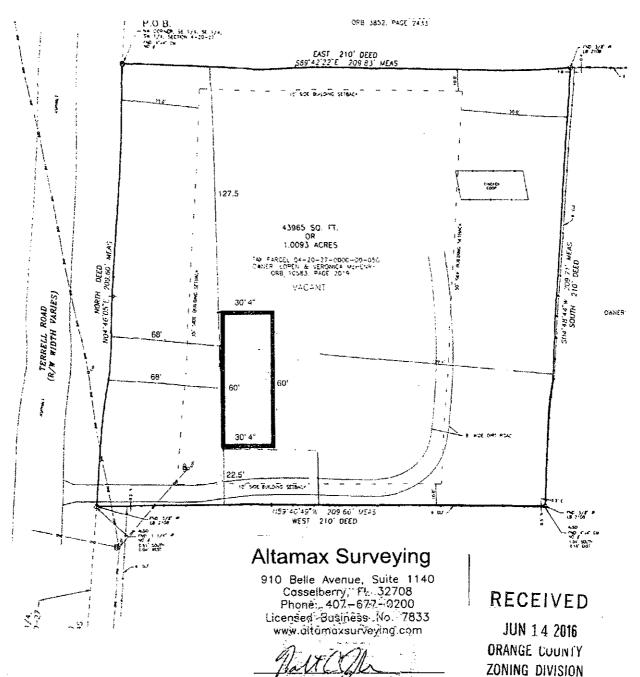
District: 2

Sec/Twn/Rge: 04-20-27-SW-C

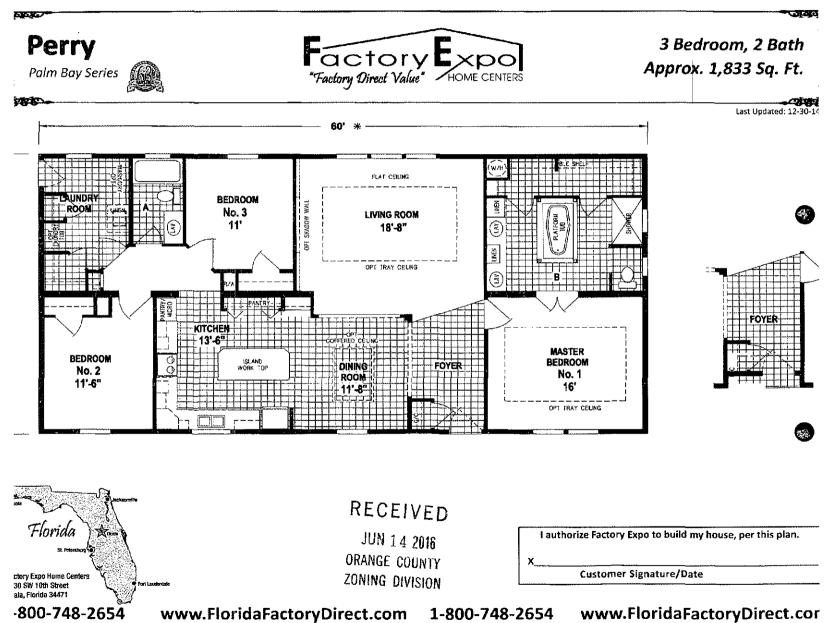
Tract Size: 1 acre

Address: 6087 Terrell Road, Mount Dora FL 32757

Location: East side of Terrell Rd., north of Wadsworth Rd.



. . Robert C. Johnson PSM 5551



nortant: Due to our policy of consistant improvement, all information in our brochures may vary from actual home. The right is reserved to make changes at any time, without notice or obligation, in colors, materials, specifications cesses, and models. All dimensions and square footage calculations are nominal and approximate figures. Please check with your sales person for specific and current information.



RECEIVED

JUN 14 2000 ORANGE COUNTY ZONING DIVISION

https://floridafactorydirect.com/wp-content/uploads/PERRY-EXT.jpg

Page 1 of 1

ţ

Monday, June 13, 2016

Loren H. McHenry Veronica McHenry 6087 Terrell Rd Mount Dora, FL 32757 (305) 281-7712 (305) 562-2756

Re: Variance for 6087 Terrell Rd, Mount Dora, FL 32757, 1 ACRE IN NW COR OF SE1/4 OF SE1/4 OF SW1/4 OF SEC 04-20-27

Application to Board of Zoning Adjustment Orange County Zoning Division 201 S. Rosalind Avenue Post Office Box 2687 Orlando, Florida 32802-2687 407-836-3111

Dear Orange County Board of Zoning Adjustment.

moblie Home

We respectful request a variance to place a NEW Perry by Skyline Home Builders, 1833 Sq. Ft., Three Bedroom, two bath on 6087 Terrell Rd, Mount Dora, FL 32757 on One Acre, not the two.

North: 6088 Terrell Rd, Mout Dora, FL 32757, Vacant lot. South and East: Park East: on other side of Park: Large Farm, with a large variety of animals. West: Vacant lot and 6064 Terrell Rd, Mount Dora, FL 32757 Single Family Home, Rental.

Caddy corner from our property 6100 Terrell Rd, Mount Dora, FL 32757, Three Trailer/mobile Home on .37 Acres, also 6108 Terrell Rd, Mount Dora, FL 32757 Trailer/mobile Home

There are 15 Trailer/mobile Home and 2 Family Homes on are Block.

Sincerely,

2.2 M. Homy Loren H. McHenry

RECEIVED

JUN 1 4 2016 ORANGE COUNTY ZONING DIVISION



STAFF REPORT CASE #VA-16-08-093 Orange County Zoning Division Planner: Nick Balevich Board of Zoning Adjustment 08/04/16 Commission District: 2

GENERAL INFORMATION:

APPLICANT:	Loren McHenry
REQUEST:	Variance in the A-1 zoning district to allow a mobile home on a 1 acre of land in lieu of 2 acres.
LOCATION:	East side of Terrell Rd., north of Wadsworth Rd.
PROPERTY ADDRESS:	6087 Terrell Rd.
PARCEL ID:	04-20-27-0000-00-050
TRACT SIZE:	1 acre
DISTRICT #:	2
ZONING:	A-1

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant proposes to place a mobile home on a 1-acre lot. The code requirement for a mobile home is two (2) acres.
- 2. Code Enforcement visited the property on May 4, 2016, and cited the property owner for junk trash and debris. Subsequent site visits confirmed that the issues were not addressed. Code Enforcement visited the property on January 14, 2015, and cited the property owner for having a Recreational Vehicle (RV) on the property with power rigged from a temporary pole, and no water service.
- 3. An on-site visit by staff revealed ongoing violations:

a. The RV remains on the property. It must be removed. Any approval is not for the RV. b. The temporary power pole remains on the property. Is it providing power to any unpermitted structures? Discussion is requested.

c. A garden hose appears to be attached to the water meter. Discussion is requested.

d. There is an accessory structure with a tarp on the sides. This is not a permitted structure.

4. Even though the application is for a mobile home, staff has concerns about approving any requests on a property that has numerous outstanding issues.

STAFF RECOMMENDATION:

Staff cannot support the request unless a clear plan of resolution is agreed upon concerning the outstanding issues.

If the BZA approves the request, the following conditions should be imposed:

- 1. Development in accordance with site plan date-stamped "Received June 14, 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. Approval is for a mobile home only, not a recreational vehicle;
- 5. The existing RV and any unpermitted structures shall be removed prior to the issuance of the permit for the mobile home;
- 6. Mobile Home must connect to septic, or sewer (if available), and temporary power pole must be removed;
- 7. The chicken coop shown on the plan shall be relocated to meet the fifty (50) feet setback from property lines, or be removed; and,
- 8. The applicant shall obtain a permit for the mobile home within 180 days or this approval becomes null and void.
- cc: Loren McHenry 6087 Terrell Road Mount Dora, FL 32757

REQUEST:	Variance in the R-1A zoning district to construct addition 12 ft. from rear (west) property line in lieu of 30 ft.
ADDRESS:	3848 Winding Lake Circle, Orlando FL 32835
LOCATION:	West side of Winding Lake Circle, approximately 525 ft. south of Belshire Dr.
S-T-R:	10-23-28
TRACT SIZE:	88.5 ft. x 133 ft.
DISTRICT#:	1
LEGAL:	CYPRESS LANDING PHASE ONE 33/3 LOT 29
PARCEL ID:	10-23-28-1914-00-290
NO. OF NOTICES:	78

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 June 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. 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;
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
- 4. The exterior of the addition shall match the exterior of the existing house; and,
- 5. The applicant shall obtain written H.O.A. approval prior to getting permits.

SYNOPSIS: Staff gave a presentation on the case, covering the location, the site plan, photographs, and other similar variances granted in the area.

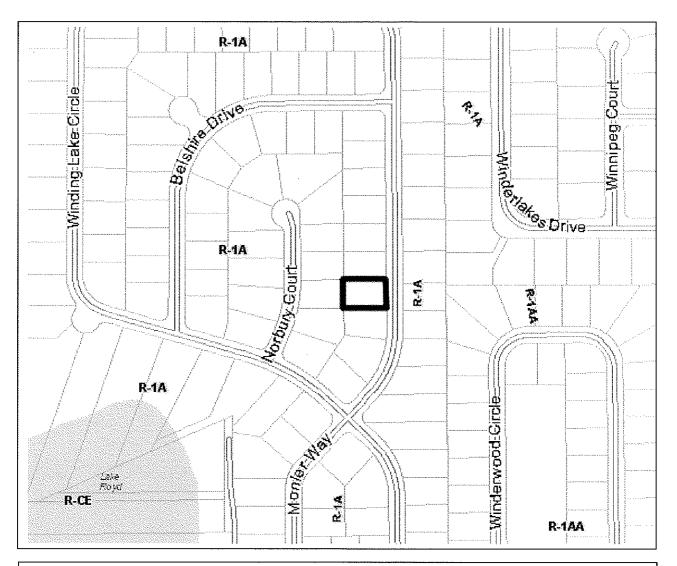
The applicant stated that they tried to design the addition with a lesser encroachment, but that would have made it functionally obsolete.

The BZA observed the request was for over fifty percent (50%), and confirmed that the applicant did not have H.O.A. approval.

The BZA wanted a condition added that the applicant shall obtain written H.O.A. approval prior to getting permits.

Staff received four (4) commentaries in favor and none in opposition of the application. There was no opposition at the hearing.

The BZA approved the variance with the addition of a condition, stating that the applicant shall obtain written H.O.A. approval prior to getting permits.



Applicant: Jacqueline Durruthy

BZA Number: VA-16-08-094

BZA Date: 08/04/2016

District: 1

Sec/Twn/Rge: 10-23-28-SE-D

Tract Size: 88.5 ft. x 133 ft.

Address: 3848 Winding Lake Circle, Orlando FL 32835

Location: West side of Winding Lake Circle, approximately 525 ft. south of Belshire Dr.

Dear Committee,

We are requesting a variance for my property located at 3848 Winding Lake Circle, Orlando, 32835. The variance is for an addition that exceeds our setback. The requested variance asks for allowing us to build a similar addition in height, fit and finish and roofline. We are not the homeowners in our community to request this -- an example of an approved addition similar to ours is located at 8047 Monier Way, Orlando 32835.

We are seeking to exceed our setback by 12', 2" and this leaves an additional 12', 10" before the property line.

All neighbors except the neighbor to our left (who is selling her vacant home and not able to be contacted) have approved this addition and signed off on the architectural drawings as well.

Thank you for your consideration.

Regards,

Jacqueline Sosa Durruthy 3848 Winding Lake Circle Orlando, FL 32835 407-340-9793

Copy H |

BUILDING DATA SCOPE OF WORK PHILBECK RESIDENCE 2014 FLORIDA BUILDING CODE RESIDENTIAL, 5 REMODELI ADDITYON: COXMERT EXISTING PORCH INTO LAMAG SPACE PER PLAN EDTION 2014 FLORIDA BUILDING CODE EXISTING, 5⁴ 3848 WINDING LAKE CIR. 2014 FLOHULA BULLANG CURE EXISTING S" EDITION MPA-76 (KSC), 2011 EDITION 2014 FBC RESIDENTIAL S[®] EDITION - PLUMSING 2014 FBC RESIDENTIAL S[®] EDITION - ELECTRICAL ADD OFFICE AND COVERED PORCH TO REAR OF HOUSE PER FLAN REMOVE AND REPLACE WINDOWS AND DOORS FER PLAN **ORLANDO, FL 32835** CLASSIFICATION TYPE; ALTERATION LEVEL 3 N 00'37'22' U 885' GENERAL NOTES PRESSORY ATTRAVEND PRINCESS SOLTS AND THREADED RODS HATCH NOIGATES NEW SINGLE STORY exist. 651 H. Fence DESKIN REQUIREMENTS ALL PREFAMILITED ACCOUNTS AND PART I. ALLING MUT PREADED ACCORTIGING ANY ALL'I CARETTER (UN O CONSTRUCTION 10 50 PT oedonuvé lokostknimujaj 1. skojis iz pie WALL CONSTRUCTION NO DESERVICATION SPECIMENTS INTERVIENDEN DE LOS AND LOS SPECIMENTS INTERVIENDEN DE LOS AND INTERVIENDES INTERVIENDES RUMO DE 2000 RELATION NO DE 2000 RELATION DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT NO DE SUCCESANT HOLIOWILOUD BEACHE UNITE BAAL SE W THE 2, COMPANIANO TO AUTH CHI, WITH STRONG HOM SHOW TO AUTH CHI, WITH NORTHER DWG BE TITLE OF ILL COM ON HERD HOFTING XON I FY I RECOVER MINDOW BUT FLORE HORIZON 25 FI SEIBACX 1012903 + 1212953 + 1419 Exc.3955 16123653 + 1419 HOLENON EXIST. ACOL 79.Ie ALL OF MONSMISSION CLICCHIG HOL IPEDRED I DESIGNED FOR WITH THE FOLLOWING MEDIA NA ANI SKALIS COMPOSITION (CONTRACT) LEXIST. POOL DECK FOR WALLOCAPON | -201995 -(11) PS FOR EVEL LOCAPON | -201995 -(11) PSF FOR EVEL LOCAPON | -401995 -(11) PSF ş VLI0 REMOVED 45 EAGETENT REGID REMARKANS STEEL BARLING LAWED MININA DE DUIESSINGTED ADARDANIS ON SAFETI MARKAN CHECKSUT LEDIC BRAUKED RUNGE AND MA DIC CREATE ALC: FROM HED STARKE HOL 164532 NATCH INDICATES 88 HOUSE AT TOP & BOTT OWNER VETTICAL REWEINED AND BARD TO BOAD BOWE WO FROM WO FOR WE VESS TAKE TO BE DANAL TO BOAD DOLLO 1 EXIST. FORCH TO BE ENCLOSED No 50.57. R THE FOLKEN WAY OF THIS IF Y, IT WE HAN BEEN SEARCHED TO AN ALL CAMPLE BOOK AS CANCED OF 2022 PDF. IL 13 THE CAMPEN l m PETRACK n v 111 114 tare nacional de notito de desta regional de na Notaria de State fuerte su de la companya de la fuerte N N STRATE CLN ن و Ш Prove Torke Deleo Barr Cooksweith Betorning Reflond National Cook In Laws Reflond for Do Reflore Reflore Law Branch Date Cooksweith Maarder Torninger Law Branch Date Cooksweith Maarder Torninger Law Branch Date Cooksweith CABSS. TELEVISION FROM INCOME. -96.LZ.68 LEXIST HOUSE, SETPACK ţ. TO REMAN 1 D REAR, AND A STAD HO & BAR HAVE THE HAVE THE CONTROL OF THE SAME OF A STAD AND THE FRONT OF A STAR AND THE AN 10799301 <u>ç</u>l CAST IN PLACE CONCRETE 0 HO ž ARE REACHED RECHARGE IN CORRECT ON CORRECT OF CORRECT O PROVIDE NOTION OF STATES 67068134009.2 ALL CONDERFERSION OF A REPORT CONTRE-DATE OF THE AND A SUBJECT OF A VEHICLE CONTRE-AS REFERENCES, AND A SUBJECT OF THE AND A SUBJECT OF THE AND A SUBJECT OF THE ADDRESS OF A DECEMBER 2010/07/04 No:440910/4 4110/258 5 YOOD CONSTRUCTION đ 9 ALL REAF STOLEN & FEEL AND RE LEAVED AND REAF OF STATES IN LE LAN DINDA DURD. ş N DIDERNACOFICHALI SEM WALLS SEM HULF NO SEX SPACTAM NOOPRANGASINEM (FE ROOPA OF AND BOIRDAR (SEU SEMACINE OF DEDITATIO) SUCCEAL & LED RELADIR OF SPOIL л ЭЮ ā FOR WORLAR SOME SILES THAT IN, PROVIDE MUSTICE, CONC FLUED CALL BY BUCK OF JOINT GAR COCK WITH WHICH O BE CONT. TO 1771 ALL THE DRIVEN TO BE KNOWN FOR MALE AND I GROUP ш î۲ ExiAt ---E SASTINES WITH SALE AND A VOIL OF CONC. TAXI KUDAY ត NEED DO GED ANT THE AND THE PARTY OF THE AND T HOTE: BITE PLAN CREATED FROM OHA'ER PROVIDED SURVEY, DSSS, ING, IS NO RESPONSIBLE FOR SURVEY BARORS. Ē MANANE DA BRUCES DA KU KEMADANA BARI BERU BERU BERU Dahertera 20 FT 95184CK exist. Conc. Drivelily DRAWING INDEX LEGAL DESCRIPTION ≳. C COVER SHEET & SITE PLAN LOT 29, CYPRESS UNONG PHASE ONE, ACCORDING TO THE PLATE THEREOF, AS RECORDED IN PLAT BOOK 33, PASE 34, OF THE PUBLIC RECORDS OF OR ARE COUNTY, FLORIDA. 01 DEMOLITION PLAN 02 FLOOR PLAN F E B C 8 ØØ152121 E 8851 03 EXTERIOR ELEVATIONS WINDING LAKE CIR. (M ELECTRICAL PLAN IMPERVIOUS AREA CALC'S FOUNDATION PLAN \$1 DBUS PHILIPCA INPERVIOUS AREA X,XXX,SQ,FT. X,XXX,SQ,FT. \$2 **ROOF FRAMING PLAN** TOTAL LOT AREA 12133 SITE PLAN **S**3 LINTEL PLAN XX 3 INFERMOUS % С SD1 DETAIL SHEET 1"=20"

RECEIVED

12/10/2015 2:35:10 PM, REVIEW ONLY (NOT FOR CONSTRUCTION)

JUN 13 2016

Zoning Division

GENERAL NOTES:

I. WADOW AND GOOR SUPPLEAS SHALL PROVIDE CORRENT ROUGH OPENING UPO WHICH SHALL MAYE PRECEDENCE OVER THE WADOW AND DOOR SCHEDALES ON PLAN WADOWS & DOORS TO CORPLY WITH 2014 FEC (SHEDTCA), ENERGY EFFICIENCY CODE

2 DO NOT SCALE PLAYS, DWENSYONS ARE TO BE FOLLOWED AS NOTED.

3 G.C. TO VERIFY ALL DIMENSIONS WITH FUTURES TO BE INSTALLED TO ENSURE COMPLIANCE

4 H.V.A.C. SYSTEM TO BE SIZED AND DESIGNED BY N V.A.C. CONTRACTOR

5 REFER TO FLOOR FLAN FOR CEILING HEIGHTS

6 CONTRACTOR SHULL VERIFY ALL DIMENSIONS AND Existing concernens, at steeperoal Proceeding wath any work

7. HOTES INDICATING TYPICAL CONDITIONS SHALL Apply to all like areas imless noted divermise

8. # WATER BASED CELLING TERTURE IS USED. PROMIDE 1/2 GYFSUN BOARD FOR 16" O.C. FRANKIG OR 36" GYFSUN BOARD FOR 20" O.C. FRANKIG 11/2 SAG-RESISTANT GYPSUN BOARD IAY BE LISED I.C. OF ST GYFSUND.

R PROVIDE MIN. V DUCT BOARD FOR AND DUCTS IN GARAGE AND AT CEUDING OR YALL PENETRATIONS INTO LIVING SPACE (UNLESS UNIT'S ENCLOSED W) A SEPARATE CLOSET).

10 GC TO VERFY WITH WINDOW WANGACTURER That all virioding waxed as cores have a net older opening of 555. F located a grade level, of 575 F F if located arove a 20° minution clear worth are required.

LEGEND

1000000000

8

• 111

UVING ADDITION PORCH ADDITION

CONVERT EVEST. PORCH TO SYMME

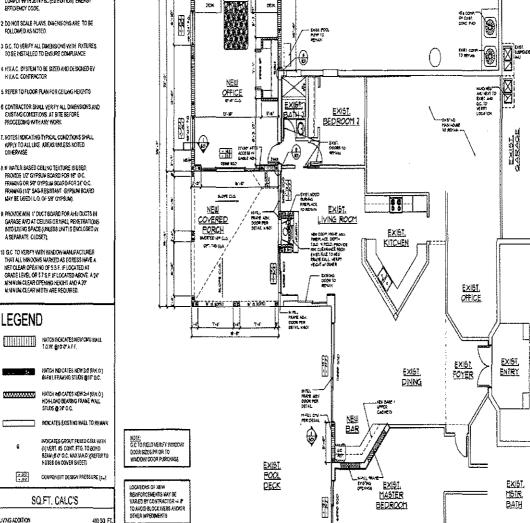
TOTAL ADDITION UNDER ROOM

SQ.FT, CALC'S

410 SQ FI 302 SQ FI

116 SO FI

828 SQ FT



\$4

nar n

1191R. BATH 80 BEDROCH 1835 PH.R.D. 4 #775 120 1510275 **FLOOR PLAN** 1/8"=1'-0" 12/10/2015 2:35:20 PM, REVIEW ONLY (NOT FOR CONSTRUCTION)

PT A BARTON

551,0005 5257 8LVD. 72

INC. 131.10

DBSS, CAR27 NE: 321 ALON PAR SUITE SUITE

PHON PHON

V

h

Ø

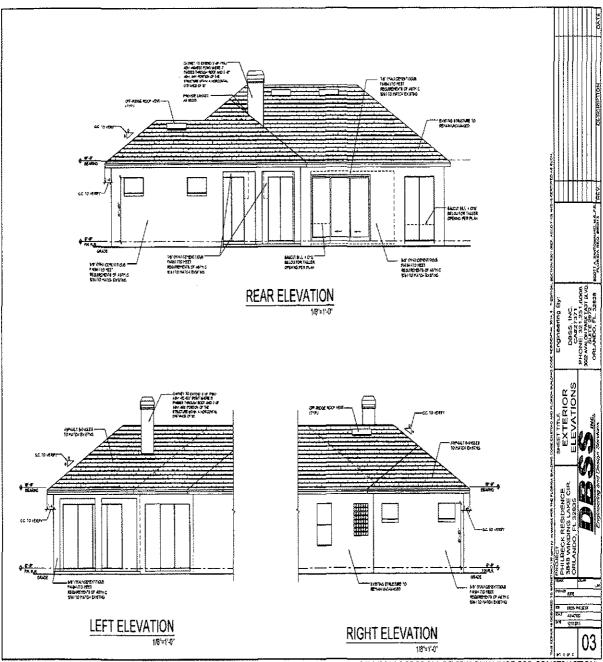
02

PLAN

240310

ő

Engineering By:



12/10/2015 2:35:25 PM, REVIEW ONLY (NOT FOR CONSTRUCTION)



STAFF REPORT CASE #VA-16-08-094 Orange County Zoning Division Planner: Nick Balevich Board of Zoning Adjustment 08/04/16 Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Jacqueline Durruthy
REQUEST:	Variance in the R-1A zoning district to construct addition 12 ft. from rear (west) property line in lieu of 30 ft.
LOCATION:	West side of Winding Lake Circle, approximately 525 ft. south of Belshire Dr.
PROPERTY ADDRESS:	3848 Winding Lake Cir.
PARCEL ID:	10-23-28-1914-00-290
TRACT SIZE:	88.5 ft. x 133 ft.
DISTRICT #:	1
ZONING:	R-1A

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant is requesting a variance to construct an addition twelve (12) feet from rear property line in lieu of thirty (30) feet.
- 2. In the cover letter, the applicant references another property with a similar request. The property at 8047 Monier Way was granted a variance in 2010, to reduce the rear setback to twenty (20) feet in lieu of thirty (30) feet. Other variances have been granted in the area to reduce rear setbacks by four (4) feet, (thirty-one (31) feet in lieu of thirty-five (35) feet), and five (5) feet, (thirty (30) feet in lieu of thirty-five (35) feet). The current application proposes to reduce the rear setback by eighteen (18) feet.
- 3. The most impacted neighbors have signed letters of no objection.
- 4. The deviation requested is sixty percent (60%).

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 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. 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;
- 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; and,
- 4. The exterior of the addition shall match the exterior of the existing house.
- cc: Jacqueline Durruthy 3848 Winding Lake Circle Orlando, FL 32835

REQUEST:	Special Exception and Variances in the R-1A zoning district as follows:
	1) Special Exception to revised the approval of previously approved
	Special Exception for an Accessory Dwelling Unit;
	2) Variances: To permit reconstruction of principal residence 7 ft.
	from side street (north) property line in lieu of 15 ft.;
	3) To validate existing detached Accessory Dwelling Unit (ADU) 6 ft. from side street (north) property line in lieu of 15 ft.; and,
	4) To validate existing shed 4 ft. from side (south) and rear (east)
	property lines in lieu of five (5) ft.
	(Note: Upon researching the property, it was found that a prior owner
	had obtained Special Exception for the ADU in 2003. This approval
	included variances to allow the ADU to be located one (1) ft. from the
	rear (east) property line in lieu of 10 ft. and 8.64 ft. from the side
	street (north) property line in lieu of 15 ft. The current survey shows
	the existing ADU is actually only six (6) ft. from the side street line).
ADDRESS:	701 Lake Hiawassee Drive, Orlando FL 32835
LOCATION:	Southeast corner of Lake Hiawassee Dr. and Fisher St.
S-T-R:	35-22-28
TRACT SIZE:	100 ft. x 141 ft.
DISTRICT#:	1
LEGAL:	20160213492 RECORDED WITHOUT DESC-LAKE HIAWASSA
	TERRACE O/104 LOTS 12 & 13 BLK C
PARCEL ID:	35-22-28-4460-03-120

PARCEL ID: 35-22-28-4460-03-120

NO. OF NOTICES: 63

DECISION: APPROVED the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and, **APPROVED** the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0, 2 absent):

1. Development in accordance with site plan dated June 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;

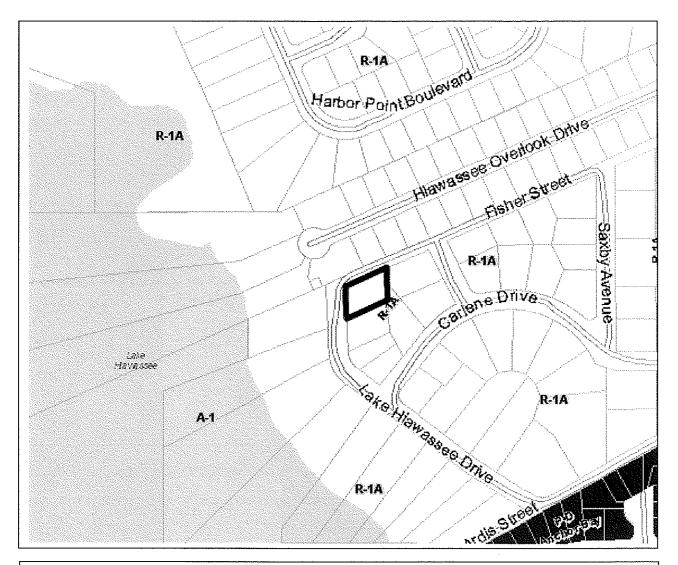
- 2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit 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; and,
- 4. The accessory dwelling unit shall be used by family members only and shall not be rented out.

SYNOPSIS: Staff explained that the applicant wished to preserve several old, yet very healthy oak trees on the property. The history of attempts to close and abandon the section of Fisher Street abutting the subject property, were also discussed. It was noted that across Fisher Street is a brick wall across the rear yards of an adjacent subdivision. The side street setback could easily be treated as an interior side yard.

The applicant's architect explained how they intended to add a two car garage onto that side of the house. He also explained how they intend to gut both the house and the ADU to rebuild from the inside out. Both structures have been condemned, and the variances will allow them to restore both structures.

The owner of the home to the east of the subject property indicated that Fisher Street was in essence a driveway for the subject property and their home, and served no other purpose. A homeowner from Lake Hiawassee Drive indicated their support for the request to allow improvements to the structures which will help property values. One (1) resident also spoke from Lake Hiawassee Drive. They were under the impression that the hearing was to abandon the Fisher Street right-of-way. Once it was clarified that the hearing had nothing to do with Fisher Street, they indicated their support for the request. There being no one else to speak on the matter, the public hearing was closed.

The BZA noted that since Fisher Street serves no real purpose, treating it as a side yard was clearly justified. Staff requested that one additional condition be added to ensure that the ADU is occupied only a family member, and that it never be rented out. A motion was made and seconded to recommend approval of the Special Exception and Variances with the added condition.



Applicant: Alena Kolyadchik

BZA Number: SE-16-08-096

BZA Date: 08/04/2016

District: 1

Sec/Twn/Rge: 35-22-28-NE-A

Tract Size: 100 ft. x 141 ft.

Address: 701 Lake Hiawassee Drive, Orlando FL 32835

Location: Southeast corner of Lake Hiawassee Dr. and Fisher St.



RECEIVED JUN 15 2016 Zoning Division

June 14, 2016

٠e

1

RE: 701 Lake Hiawassee drive Lots 12 & 13 Block C Hiawassa Terrace

To: Orange County Board of Zoning Adjustment Administration Building, 1st Floor -201 S. Rosalind Avenue Orlando, FL 32801

Dear Orange County Board of Zoning Adjustment,

This proposal letter is to request and substantiate the grant of a Variance to allow reduction of the north property setback of 15' to a side yard setback distance of 7'6". This will allow the current owner to rebuild the existing derelict single family residence at 701 Lake Hiawassee drive. The Variance requested is relatively minor, and as shown below clearly meets all of the parameters set forth by Section 30-43 (3) of the Orange County Code.

The special conditions and circumstances of the current site is subject to <u>two</u> front yard setbacks of 20' and 15' off Lake Hiawassee Drive and Fisher Street respectively. The current use and condition of the 30' Fisher Street right-of-way between Lake Hiawassee Drive and Beryl Place (north of 701 property) does not allow for through vehicular traffic and at best functions as a pedestrian access only. Furthermore while it is plated "Public Right-of-way" it has not been maintained as a vehicular roadway by Orange County or Lake Hiawassa Terrace. The decades old asphalt that is still intact is less than 10' wide within the 30' right-of-way falling well short of minimum public roadway standards and does not even extend past 701's east property line. While it is called "Fisher Street" on recorded documents, the portion that is still drivable has existed as only an extension to the property's driveway and not a functioning street. (see attached photographs)

The owner's intention is to relocate the driveway and garage to access off Hiawassee drive (see attached site plan) and treat the north property line as a side yard.

As stated, the condition of Fisher street has existed for many decades well prior to the current owner. *This condition is not self-created.*

No special privilege is being requested as this condition is specific to this property - 701.

The current unoccupied one story residence is less than 1500 square feet and not habitable. The plan to rebuild and replace with a two story home of larger square footage thereby requires additional

756 Cove Way + Altamonte Springs + Florida + 32714 + 407-701-6440 + www.PNM-Architecture.com



i

buildable lot area. The area to the south of the existing small residence is bounded by a very old oak tree forcing the only viable expansion to the north. The request is to recover 7'6" of buildable area along the north side for use in the design of the new home. Without this additional area the owner would face the hardship of an architectural design of limiting size similar to the smaller existing structure which is not feasible or consistent for the neighborhood or the market value of the property.

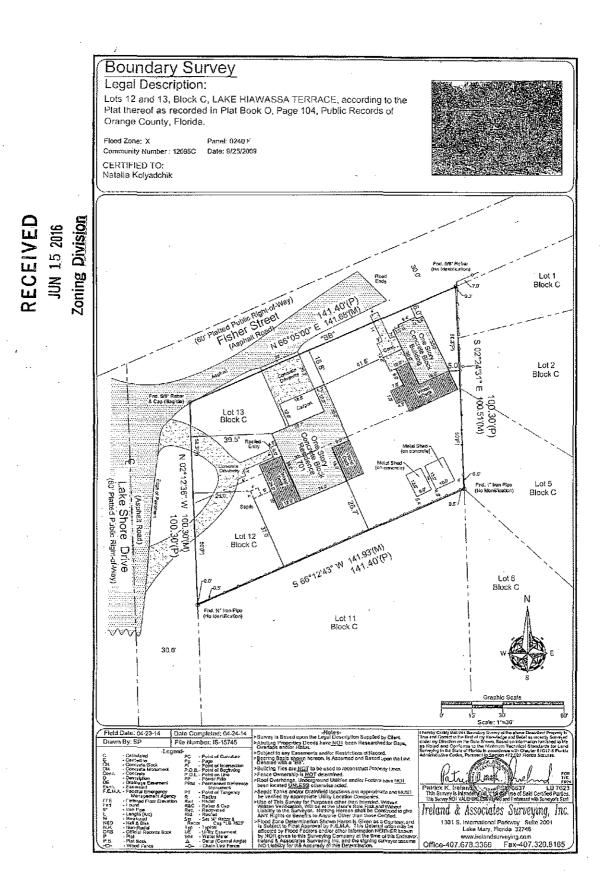
While it would be desirable to expand the buildable area into a totally vacated Fisher Street right of way to the north the minimum needed to achieve a desirable design would be 7'6" of additional room to north.

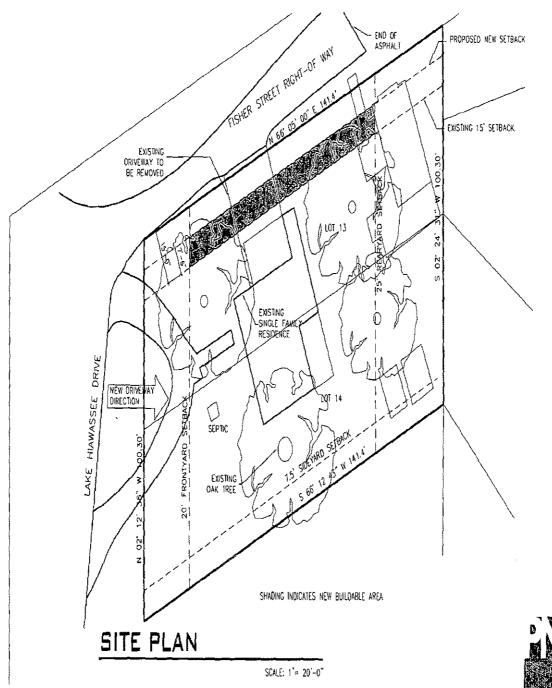
If this Variance is approved the completed project will stay a single family residence and fit the current zoning requirements. It will replace the existing condemned vacant structure with a new home. This will not only increase the property value of 701, but the overall neighborhood as well. It can be said with confidence that approval of this zoning variance will be in harmony with the purpose and intent of the Zoning Regulations and such zoning variance will not he injurious to the neighborhood or otherwise detrimental to the public welfare but will replace what is currently a liability to Lake Hiawassa Terrace with an asset to the community.

Sincerely

Paul N Medley aia ncarb

756 Cove Way + Altamonte Springs + Florida + 32714 + 407-701-5440 + www.PNM-Architecture.com











STAFF REPORT CASE #SE-16-08-096 Orange County Zoning Division Planner: David Nearing, AICP Board of Zoning Adjustment August 4, 2016 Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Alena Kolyadchik
HEARING TYPE:	Board of Zoning Adjustment
REQUEST:	 Special Exception and Variances in the R-1A zoning district as follows: 1) Special Exception to revise the approval of a previously approved Special Exception for an Accessory Dwelling Unit (ADU); 2) Variances: To permit reconstruction of principal residence 7 ft. from side street (north) property line in lieu of 15 ft.; 3) To validate existing detached ADU 6 ft. from side street (north) property line in lieu of 15 ft.; and, 4) To validate existing shed 4 ft. from side (south) and rear (east) property lines in lieu of five (5) ft. (Note: Upon researching the property, it was found that a prior owner had obtained Special Exception for the ADU in 2003. This approval included variances to allow the ADU to be located one (1) ft. from the rear (east) property line in lieu of 10 ft. and 8.64 ft. from the side street (north) property line in lieu of 15 ft. The current survey shows the existing ADU is actually only six (6) ft. from the side street line).
LOCATION:	Southeast corner of Lake Hiawassee Dr. and Fisher St.
PROPERTY ADDRESS:	701 Lake Hiawassee Dr.
PARCEL ID:	35-22-28-4460-03-120
PUBLIC NOTIFICATION:	63
TRACT SIZE:	100 ft. x 141 ft.
DISTRICT #:	1

ZONING:R-1AEXISTING USE(S):Single Family Residence and Detached ADUPROPOSED USE(S):New Single Family Residence

SURROUNDING USES: The site is surrounded by Family Residences

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant intends to raise the existing principal residence and reconstruct it. Due to the existence of very sizable healthy oak trees on the property, it is very likely that the reconstruction may result in the loss of one or more of the trees, if standard setbacks are adhered to. The applicant desires to move the residence closer to Fisher Street in order to preserve the trees.
- 2. When staff accepted this application, it was discovered that there is a second complete residence on the property, and the application then included a Special Exception. Upon researching the property, it was found that a Special Exception had in fact been approved for the Accessory Dwelling Unit in 2003.
- 3. The original Special Exception started with the existing 460 sq. ft. ADU, and proposed adding 353 sq. ft. of floor area, which would cover what is now shown on the survey as a deck and slab. This addition was never constructed.
- 4. When the Special Exception was approved in 2003, variances were also granted to allow the ADU to be constructed to within one (1) foot of the rear (east) property line in lieu of ten (10) feet, and 8.64 feet from the side street line on Fisher Street.
- 5. In 2015, a neighbor to the east of the subject property had applied to abandon the portion of Fisher Street to the north of their property from Beryl Street. This applicant joined in the abandonment to remove the entire section between Lake Shore Drive and Beryl Place. While the survey submitted by the applicant indicates that the right-of-way (r-o-w) for Fisher Street is sixty (60) feet, the Property Appraiser Records show only a thirty (30) foot r-o-w. This is confirmed from reviewing the plat for the subject property and the adjacent subdivision to the north. Due to issues between neighbors, the r-o-w was never abandoned. However, it serves no purpose. The applicant intends to access the new residence off of Lake Shore Drive. The applicant's survey correctly shows that the paving for Fisher Street ends at the current driveway to the subject property. Across Fisher Street are the rear yards of residences in an adjacent subdivision.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. Development in accordance with site plan dated June 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; 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: Alena Kolyadchik P.O. Box 616395 Orlando, Florida 32831-6395

REQUEST:	 Variances in the R-1AA zoning district as follows: 1) To validate an existing attached enclosed garage located five (5) ft. from the side (west) property line in lieu of 7.5 ft.; and, 2) To validate existing attached enclosed garage 23 ft. from the front (south) property line in lieu of 30 ft. (Note: This application is the result of code enforcement action. The garage was previously an attached open carport which was enclosed without permits. According to historic aerials, the carport has been in existence since at least 1971. The County acquired the south 10 ft. of the original lot for the widening of Corrine Dr. causing the front setback issue. The lot size, lot width and existing home are grandfathered).
ADDRESS:	3505 Corrine Drive, Orlando FL 32803
LOCATION:	North side of Corrine Dr., approximately 350 ft. west of General Rees Ave.
S-T-R:	17-22-30
TRACT SIZE:	70 ft. x 122 ft.
DISTRICT#:	5
LEGAL:	NORTHWOOD TERRACE S/16 LOT 6 BLK A (LESS R/W ON S)
PARCEL ID:	17-22-30-5996-01-060
NO OF NOTICES:	87

NO. OF NOTICES: 87

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; 4-0, 3 absent):

- 1. Development in accordance with site plan dated July 14, 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

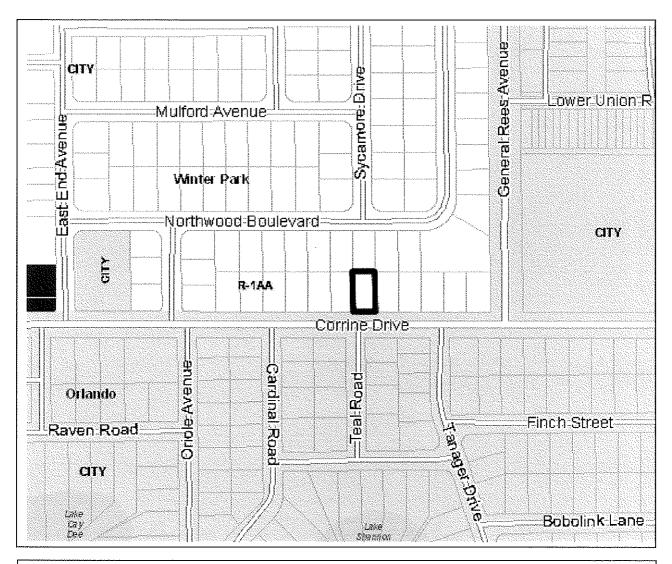
permits before commencement of development;

- 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 enclosure of carport within sixty (60) days of final County action or this approval becomes null and void.

SYNOPSIS: The Board discussed the past expansion/widening of Corrine Drive, which caused homes along this road to be non-conforming.

There were no commentaries in favor or in opposition to this request. There was no opposition at the meeting.

The Board found the request to be reasonable and made a motion to recommend approval.



Applicant: Jan Pachlopnik

BZA Number: VA-16-08-097

BZA Date: 08/04/2016

District: 5

Sec/Twn/Rge: 17-22-30-SW-C

Tract Size: 70 ft. x 122 ft.

Address: 3505 Corrine Drive, Orlando FL 32803

Location: North side of Corrine Dr., approximately 350 ft. west of General Rees Ave.

June 14, 2016

Orange County Zoning Division 201 S. Rosalind Avenue Orlando, Florida 32802

Re: Application to Board of Zoning Adjustment/Request for Zoning Variance

Zoning Commissioner:

Attached to this cover letter is my "Application to Board of Zoning Adjustment", wherein I respectfully request a zoning variance for an enclosed carport on my personal residence. Said property is located at 3505 Corrine Street, Orlando, Florida 32803.

This residential property contains one building, where the walls of the existing carport fall within the required minimum setback for the zoning of R-1AA. My proposal is to enclose the carport with a wood structure standing seven (7) feet tall, and encompassing the entire carport of three hundred forty-three (343) square feet. At no time would the existing structure be extended to accommodate the proposed enclosure. The existing foundation will remain un-altered to accommodate this minor proposal.

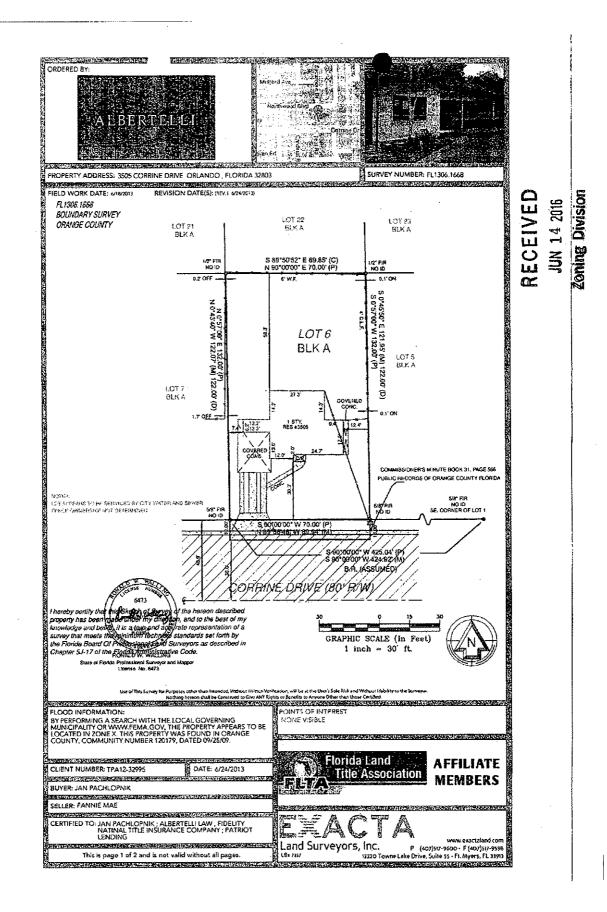
The required minimum setback for the west-facing side of the afore stated property is seven and onehalf (7.5) feet, and the enclosed wall is approximately five (5) feet from said west-sided property line. The required minimum setback for the south-side, or street-facing entrance, of the property is thirty (30) feet, and the enclosed wall is approximately twenty-three (23) feet from the south-side property line.

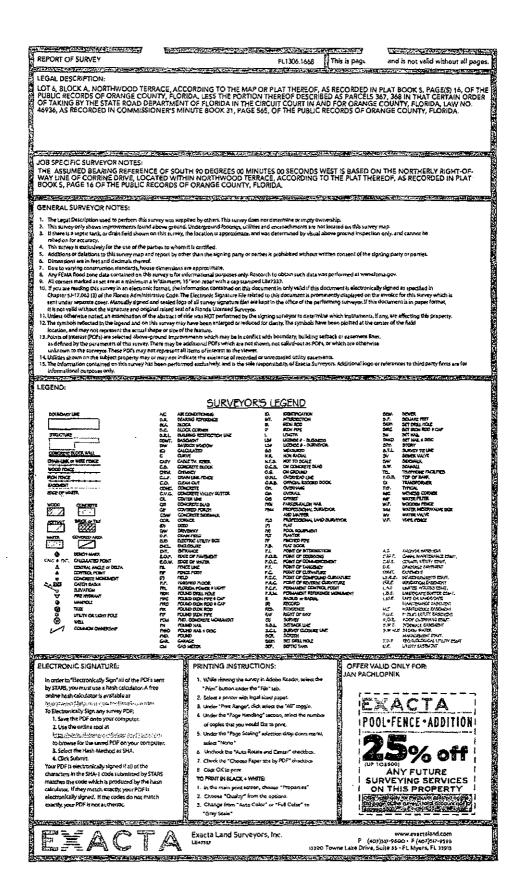
Furthermore, the expansion of Corrine Drive has placed me in this position, which requires me to request this variance due to the street altering my property line. Therefore, I humbly request this variance from the required minimum property line setbacks, to accommodate the enclosed carport walls per my application. Should you have any further questions or concerns, please do not hesitate to contact me. Your assistance in this matter is greatly appreciated and I thank you in advance for your time.

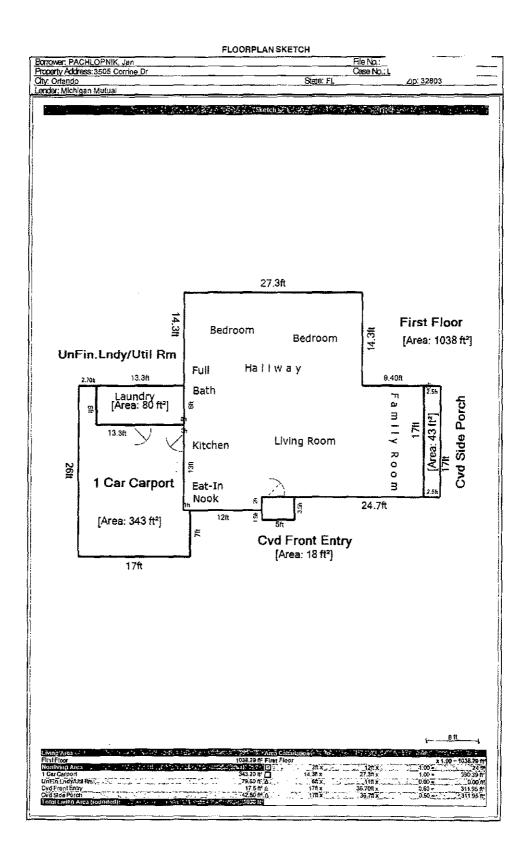
Sincerely. Jan Pachlopnik

3505 Corrine Drive Orlando, Florida 32803 P: (407) 346-9340

RECEIVED JUN 14 2016 Zoning Division









STAFF REPORT CASE #VA-16-08-097 Orange County Zoning Division Planner: Arturo Interiano Board of Zoning Adjustment 08/04/16 Commission District: 5

GENERAL INFORMATION:

APPLICANT:	Jan Pachlopnik
REQUEST:	Variances in the R-1AA zoning district as follows:
	1) To validate an existing attached enclosed garage located five (5) ft. from the side (west) property line in lieu of 7.5 ft.; and,
	2) To validate existing attached enclosed garage 23 ft. from the front (south) property line in lieu of 30 ft.
	(Note: This application is the result of code enforcement action. The garage was previously an attached open carport which was enclosed without permits. According to historic aerials, the carport has been in existence since at least 1971. The County acquired the south 10 ft. of the original lot for the widening of Corrine Dr. causing the front setback issue. The lot size, lot width and existing home are grandfathered).
LOCATION:	North side of Corrine Dr., approximately 350 ft. west of General Rees Ave.
PROPERTY ADDRESS:	3505 Corrine Drive
PARCEL ID:	17-22-30-5996-01-060
TRACT SIZE:	70 ft. x 122 ft.
DISTRICT #:	5
ZONING:	R-1AA

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant is proposing to enclose their 343 sq. ft. carport. It will be five (5) feet from the west property line in lieu of 7.5 feet and twenty-three (23) feet from the Corrine Drive property line in lieu of thirty (30) feet this case is code enforcement related.
- 2. Staff reviewed this request and has no objection to Variance #1, provided the neighbor to the west does not object. Staff has no objection of Variance #2. To date, staff has not received any feedback from the neighbors in favor or in opposition to this request.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. Development in accordance with site plan dated July 14, 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 enclosure of carport within sixty (60) days of final County action or this approval becomes null and void.
- cc: Jan Pachlopnik P.O. Box 530055 Orlando, FL 32853

REQUEST:	Variance in the R-1A zoning district to construct a detached accessory structure (garage) with 875 sq. ft. of floor area in lieu of 500 sq. ft. (Note: The garage was constructed without permits. This is a result of code enforcement action).
ADDRESS:	7213 Keri Court, Orlando FL 32818
LOCATION:	Southwest side of Keri Ct., approximately 100 ft. southwest of Gaymar Dr.
S-T-R:	02-22-28
TRACT SIZE:	100 ft. x 142 ft. (AVG)
DISTRICT#:	2
LEGAL:	HIAWASSEE HILLS UNIT TWO 12/75 LOT 158
PARCEL ID:	02-22-28-3538-01-580
NO. OF NOTICES:	81

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, 3 absent):

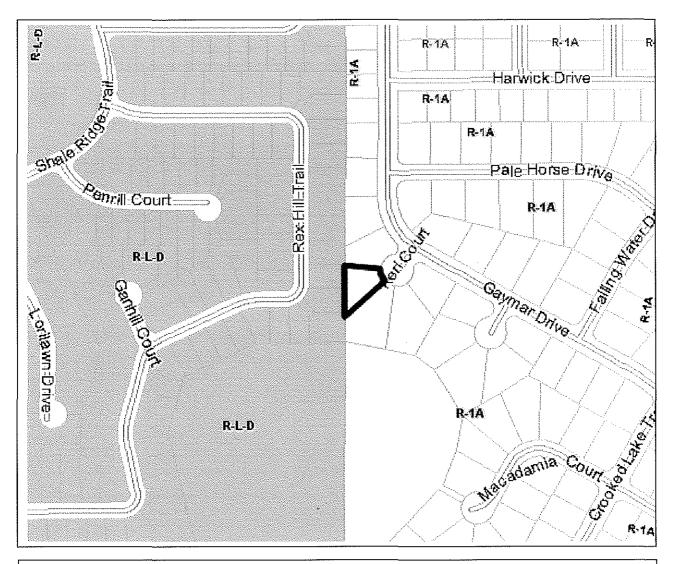
- 1. Development in accordance with site plan dated June 14, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for 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 garage within 180 days of final action by the County or this approval becomes null and void;
- 5. The garage shall not be use for any commercial operations other than permitted home occupations; and,
- 6. The exterior of the garage shall match or compliment the exterior color of the existing residence.

SYNOPSIS: Staff noted that a review of historic aerials showed that the subject garage had been in existence since at least 2010. Further, the applicant had obtained letters of support from all of their neighbors on the cul-de-sac that forms Keri Court. In addition, there are numerous large trees in the rear of the subject property which serve as a visual buffer from the lots to the west.

The applicant and their father indicated that they were in agreement with all of the conditions recommended by staff, and only wish to get the necessary permits and inspections. They indicated that the garage has reinforced doors and windows due to the high crime rate in the area. There being no one in attendance to speak for or against the application, the public hearing was closed.

The BZA discussed the case, noting that the request was more than they would normally support. However, in that the structure is there and has been there for at least six (6) years, it would be punitive to require that the applicant alter or remove the structure. A motion was made and seconded to recommend approval of the request.



Applicant: Jason Moseley

BZA Number: VA-16-08-098

BZA Date: 08/04/2016

District: 2

Sec/Twn/Rge: 02-22-28-NE-A

Tract Size: 100 ft. x 142 ft. (AVG)

Address: 7213 Keri Court, Orlando FL 32818

Location: Southwest side of Keri Ct., approximately 100 ft. southwest of Gaymar Dr.

To: Orange County Zoning

Date: June 6th, 2016

Re: Detached Garage

This letter is to outline the purpose of the detached garage at the rear of the subject property located at 7213 Keri Court, Orlando, FI 32818. This (one) garage measures 25 x 35 (about 875 sq ft). This structure is used for the following purposes:

Storage for Collectible Cars - 3 total

Storage for motorcycle(s)

Storage for tools

Storage for lawn equipment and other items

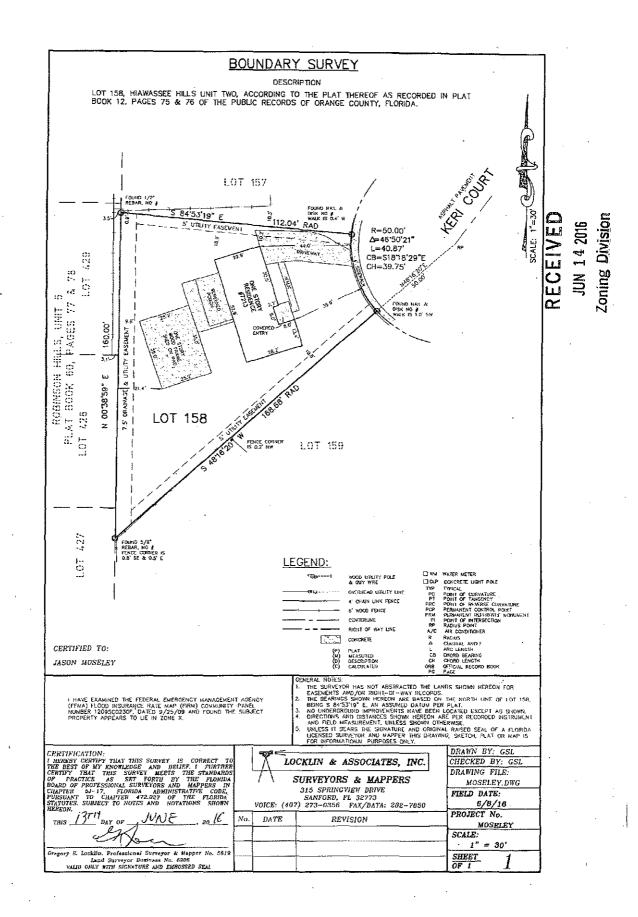
The main reason that this garage was built was to accommodate additional cars & said items due to high-crime in the area of my residence. Since I bought this house, crime has gotten worse and I have had several car break-ins, rims stolen, attempted car thefts, etc. In addition, being classic cars (and the value of each) my insurance rates are cheaper with the cars being garaged especially with the prior claims of theft.

Regards,

Jason S. Moseley

RECEIVED

JUN 1 4 2016 Zoning Division





STAFF REPORT CASE #VA-16-08-098 Orange County Zoning Division Planner: David Nearing Board of Zoning Adjustment 08/04/16 Commission District: 2

GENERAL INFORMATION:

APPLICANT:	Jason Moseley
REQUEST:	Variance in the R-1A zoning district to construct a detached accessory structure (garage) with 875 sq. ft. of floor area in lieu of 500 sq. ft.
	(Note: The garage was constructed without permits. This is a result of code enforcement action).
LOCATION:	Southwest side of Keri Ct., approximately 100 ft. southwest of Gaymar Dr.
PROPERTY ADDRESS:	7213 Keri Ct.
PARCEL ID:	02-22-28-3538-01-580
TRACT SIZE:	100 ft. x 142 ft. (AVG)
DISTRICT #:	2
ZONING:	R-1A

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant is a collector of cars. He constructed the garage at its current size to permit the storage of the cars while allowing storage of lawn equipment and tools used to work on the collectable cars.
- 2. The applicant's property has nearly twice the lot area required in the R-1A zoning district, making it larger than typical.
- 3. There is a significant stand of trees between the rear of the garage and the back property line providing a visual buffer from the neighboring property to the rear.

4. The four (4) neighbors who live on Keri Court, which is a cul-de-sac, have issued letters of support for this application.

STAFF RECOMMENDATION:

If the BZA approves this request, the following conditions should be imposed:

- 1. Development in accordance with site plan dated June 14, 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 garage within 180 days of final action by the County or this approval becomes null and void;
- 5. The garage shall not be use for any commercial operations other than permitted home occupations; and,
- 6. The exterior of the garage shall match or compliment the exterior color of the existing residence.
- cc: Jason Moseley 7213 Keri Court Orlando, FL 32818

REQUEST:	Variance in the P-D zoning district to construct a screen porch 5 ft. from rear property line in lieu of 15 ft. (Note: The applicant has an existing screen room with a screened roof. She proposes to install a solid insulated roof over the existing screen enclosure. The lot backs up to a large stormwater management pond owned by the HOA. The HOA has submitted a letter supporting the requested variance).
ADDRESS:	5000 Watervista Drive, Orlando FL 32821
LOCATION:	Southerly side of Watervista Dr., approximately 700 ft. west of Whitley Place, in the Orangewood P-D.
S-T-R:	08-24-29
TRACT SIZE:	37 ft. x 116.5 ft.
DISTRICT#:	1
LEGAL:	WATERVIEW TOWNHOMES SECTION 1 PH 2 29/111 LOT 15
PARCEL ID:	08-24-29-9057-00-150
NO. OF NOTICES:	60

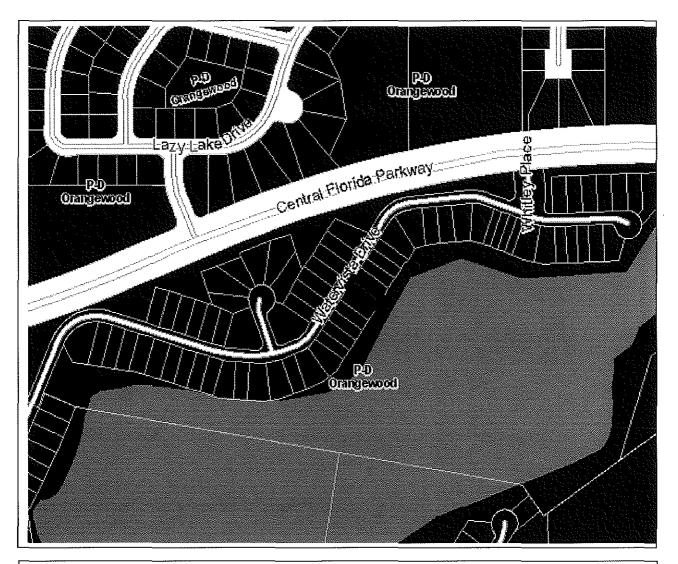
DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 4-0, 3 absent):

- 1. Development in accordance with site plan dated June 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; 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 noted that the applicant desired a solid roof to make the porch more weather proof and comfortable. However, due to the location of the home on the lot, there was no way that the applicant could ever have anything other than a screen room. It was further noted that the applicant was not adding any additional square footage to the porch. Finally, staff noted that the residents on both sides of the subject property had submitted letters of support, and that staff had received two (2) additional correspondence, with one (1) in favor and one (1) in opposition.

The applicant indicated that they had purchased the house, and did not find out about the roof issue until they had applied for a permit to install a solid insulated roof. There being no one in attendance to speak for or against the application, the public hearing was closed.

The BZA concluded that the fact that the applicant had purchased the house was evidence that the hardship was not self-made. In addition, they are being deprived the ability to have the type of roof others could have due to the regulations. A motion was made and seconded to recommend approval of the request.



Applicant: Kathy Bucknell

BZA Number: VA-16-08-099

BZA Date: 08/04/2016

District: 1

Sec/Twn/Rge: 07-24-29-SE-D

Tract Size: 37 ft. x 116.5 ft.

Address: 5000 Watervista Drive, Orlando FL 32821

Location: Southerly side of Watervista Dr., approximately 700 ft. west of Whitley Place, in the Orangewood P-D.

ORANGE COUNTY BUILDING DEPARTMENT March 1, 2016 RE: APPLICATION FOR ZONING VARIANCE LEGAL DESCRIPTION: WATERVIEW TOWNHOMES SECTION 1 PH 2 29/111 LOT 15 Property Tax ID: 08-24-29-9057-00-150 ADDRESS: 5000 WATERVISTA DRIVE ORLANDO, FLORIDA 32821

To whom it may concern,

We are applying for a zoning setback variance on our property listed above. The request is to install a 3" Profab aluminum roof on our existing screen cage and concrete slab. We have obtained engineering to reflect the change and hired a licensed contractor to perform the work.

A copy of the plan for this project is attached. The overall dimension of the new roof is 11 X 30. It is composed of aluminum Profab eps roof panels and will meet current 2014 140 mph wind code standards.

The existing screen cage is 5' from the rear property line and we are proposing a variance granting us a rear yard setback of 5'. The current setback is 10'.

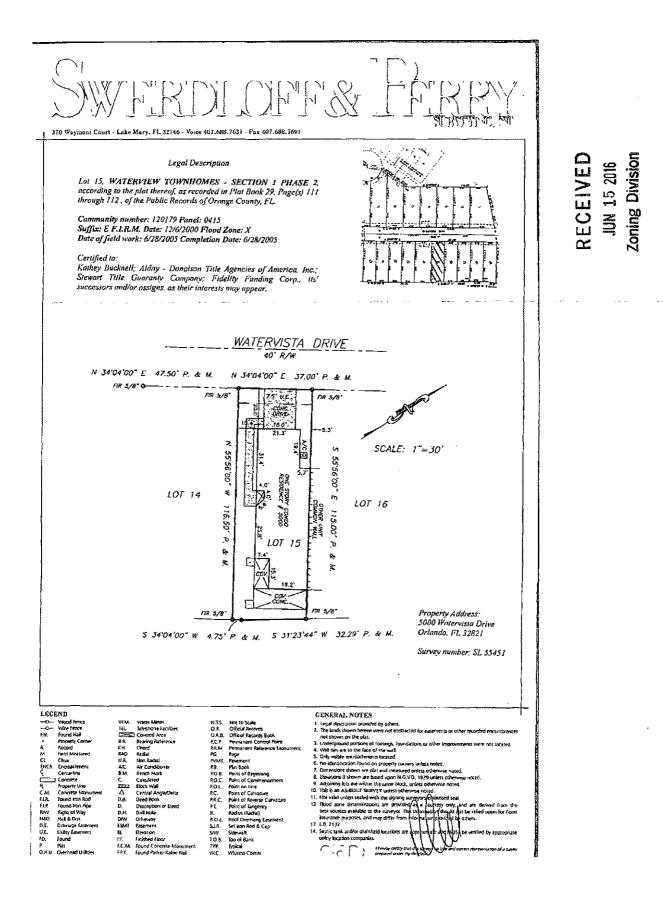
There are numerous structures of this type in our community and we are asking for a similar privilege to add a roof for weather and insulation. We have obtained letters from our adjacent neighbors indicating their approval of this project.

Thank you,

Kathy and Tom Bucknell

5000 Watervista Dr Orlando, FL 32821-5520

> RECEIVED JUN 15 2016 Zoning Division





STAFF REPORT CASE #VA-16-08-099 Orange County Zoning Division Planner: David Nearing, AICP Board of Zoning Adjustment 08/04/16 Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Kathy Bucknell
REQUEST:	Variance in the P-D zoning district to construct a screen porch 5 ft. from rear property line in lieu of 15 ft.
	(Note: The applicant has an existing screen room with a screened roof. She proposes to install a solid insulated roof over the existing screen enclosure. The lot backs up to a large stormwater management pond owned by the HOA. The HOA has submitted a letter supporting the requested variance).
LOCATION:	Southerly side of Watervista Dr., approximately 700 ft. west of Whitley Place, in the Orangewood P-D.
PROPERTY ADDRESS:	5000 Watervista Dr.
PARCEL ID:	08-24-29-9057-00-150
TRACT SIZE:	37 ft. x 116.5 ft.
DISTRICT #:	1
ZONING:	P-D

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant currently has a screen enclosure similar to that placed over a pool, with a roof that is screen.
- 2. The applicant would like to install an insulated solid roof over the existing enclosure. There is no intention to expand the square footage of the enclosure, just to roof it so it is more weather proof.
- 3. A screen enclosure may be placed up to five (5) feet from a rear property line. However, a screenroom in a PD can only extend up to fifty percent (50%) into a rear setback provided the rear yard is at least twenty (20) feet deep. If the rear yard is less than

twenty (20) feet deep, the screenroom must meet the building setback, which is fifteen (15) feet in this PD. In this case, the rear yard is only fifteen (15) feet deep. As such, the applicant cannot have a covered screenroom.

- 4. To the rear of the subject property is a large wet stormwater management pond owned by the HOA. The HOA has issued a letter supporting the request. Neighbors on both sides of the subject property have also issued letters of support for the request.
- 5. If the rear yard were five (5) feet deeper, the applicant would be able to construct the improvement as proposed, as the structure is only ten (10) feet deep. The applicant is not the original owner of the property, and therefore, did not construct the unit. Therefore, the request is not self-imposed.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. Development in accordance with site plan dated June 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; 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: Kathy Bucknell 5000 Watervista Drive Orlando, FL 32821

REQUEST:	 Special Exception and Variance in the A-1 zoning district as follows 1) Special Exception: To construct an attached Accessory Dwellin Unit (ADU) for the applicant's parents; and, 2) Variance: To allow ADU with 1,957 sq. ft. of living area in lieu of 1,500 sq. ft. (Note: The ADU will be internal to the main house). 			
ADDRESS:	Alps Street, Winter Garden, FL 34787			
LOCATION:	South side of Alps Street, approximately 300 ft. west of Avalon Rd.			
S-T-R:	18-23-27			
TRACT SIZE:	5 acres			
DISTRICT#:	1			
LEGAL:	COMM AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 SEC 18-23-27 TH S89-50-52W 320.01 FT TH S00-22- 29W 30 FT TO THE POB TH S00-22-29W 647.01 FT TH S89-50- 52W 337.72 FT TH N00-22-16E 647.03 FT TH N89-50-52E 335.39 FT TO THE POB			
PARCEL ID:	18-23-27-0000-00-056			

NO. OF NOTICES: 60

DECISION: APPROVED the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and, **APPROVED** the Variance request 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, 3 absent):

- 1. Development in accordance with site plan dated June 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

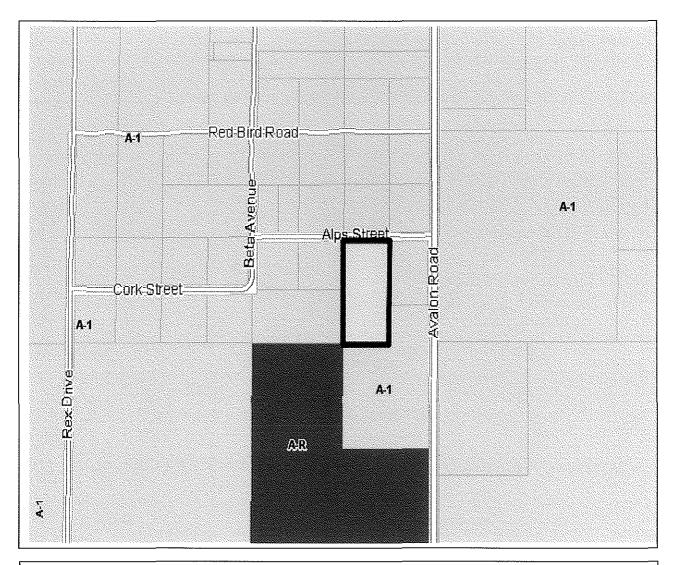
permits before commencement of development;

- 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. The accessory dwelling unit shall be used by family members only and shall not be rented out;
- 5. If applicable, approval of this request does not constitute approval of the use of septic tanks and/or wells. The use of septic tanks and wells shall be in accordance with all applicable regulations; and,
- 6. The applicant shall be responsible for payment of all applicable fees and assessments including, but not limited to, impact fees.

SYNOPSIS: Staff noted that the subject property was five (5) acres in size and that the house itself would be nearly 5,000 sq. ft. Therefore, a larger ADU was still in scale with main house. The ADU will not be discernible from the rest of the home as it has been completely integrated into the architecture of the residence. Staff noted that the residents of the home across Alps Street had submitted a correspondence in support of the request which indicated that the applicant had met with them to show them the plans.

The applicant noted that this would allow her parents to live close by, while maintaining their independence. They were in agreement with all conditions. There being no one to speak for or against the applications, the public hearing was closed.

The BZA noted that given the size of the main residence and the architecture, this would not be an excessive variance to the size of the ADU. A motion was made and seconded to recommend approval of the request. The motion passed unanimously.



Applicant: Jeanenne Darden

BZA Number: SE-16-08-102

BZA Date: 08/04/2016

District: 1

Sec/Twn/Rge: 18-23-27-SE-D

Tract Size: 5 acres

Address: Alps Street, Winter Garden FL 34787

Location: South side of Alps Street, approximately 300 ft. west of Avalon Rd.

RECEIVED

June 9, 2016

نان اللارغان اللارغان Zoning Vision

Jeanenne Darden 12803 Water Point Blvd Windermere, FL 34786 407-668-0729

Orange County Board of Zoning Adjustment Orange County Florida

Re: Special Exemption for Accessory Dwelling Unit located on a 5 acre tract in the Rural Settlement of Avalon, Winter Garden Florida

To the Board:

I am the daughter of the owners of the property on Alps St in Avalon and am writing on behalf of my parents, Larry and Sara Ruff currently residing in Tennessee. With your approval, we wish to build a new home for my family of four and an attached under A/C In-Law Suite with kitchen for my parents that will be relocating here soon.

Originally, they purchased the property to build a home for themselves, however sadly, their health has taken a turn for the worse and they are beginning to require increasing assistance. They are simply too advanced in age to be considering and undertaking of such a project and 3,500 as planned. My Father is 77 and has Stage 4 Emphysema and on oxygen at night and just before going on it full time. My Mother has a collapsing sternum and scoliosis.

Another reason for combining our households is that if they were to build their own home, once my Father passes, my Mother would have to move again because she couldn't stay out there alone. This In-Law arrangement solves all of our aging parents issues and we can all live out the rest of our lives in beautiful Avalon together.

You see, my Mother and Father will be leaving their large home situated on 88 acres in Tennessee and wish to be surrounded with some acreage here, and want to continue to have a similar lifestyle to which they are accustomed to and still live somewhat independently. I would never consider an assisted living facility or nursing home. For this reason, an In-Law Suite is the ideal solution, where I can be there constantly, yet they can have their own space and maintain some independence. The best news of all is that my children, 14 and 10, are ecstatic about being in the same house as their Grandparents and my husband and I are equally thrilled. We are a very close family to say the least!

As you can see, our home will be 5,000sq ft and their space would be 1,900. You can see from the elevation it will be constructed of stone and stucco, 2 story and fall well within the setbacks for the property. The height requirement falls below the 35' maximum.

We have met most all of our neighbors and they all have expressed full support of our plan. They all have a great fondness of my parents and have expressed what fine people they are. I plan to contact the Home Owners Association and explain our plan and do not for see any objections.

This will be a very nice home and as you can see it's well designed and does not appear to be anything other than a custom home. There is a very large home going up next door on Avalon Road that is huge so I feel this should fall well within your acceptability for special circumstances.

So it is with respect for your Board of Zoning Adjustments and your goal of insuring continuity in our beautiful communities that I humbly ask for your approval on this perfect solution for our very close, aging family. I want nothing more that to take care of them and spend the balance of our days with them together in Avalon. We just love it out there! We will be in the country on the west side of 429 and just on the other side is everything they will need only minutes away.

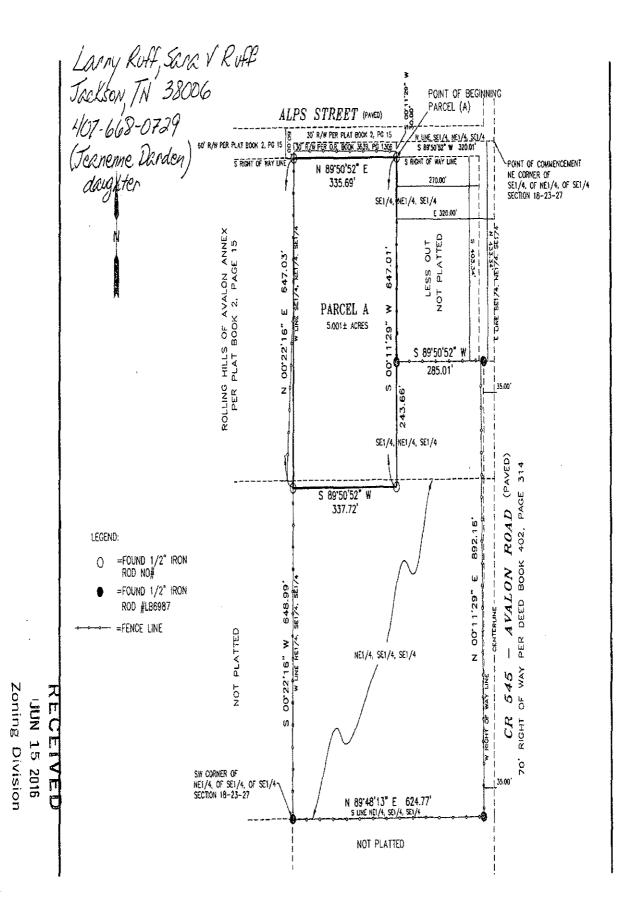
I spoke with Dan at BZA many times to make certain I have addressed all of your requirements and hope I haven't omitted anything. Please feel free to call me at 407-68-0729 if you have any questions.

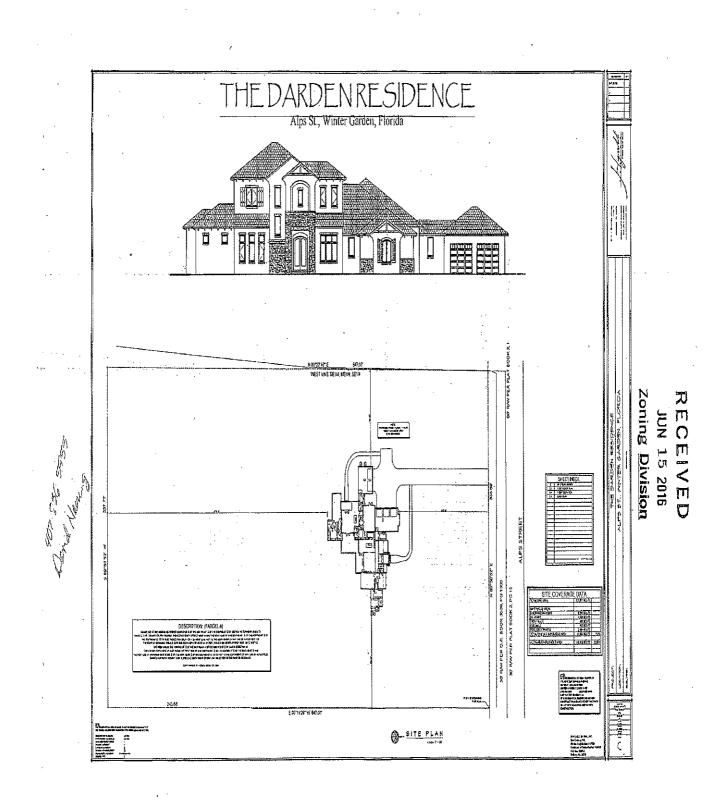
Thank you sincerely for your consideration. I look forward to the hearing in August to answer any of your questions and hopefully get the approval we are seeking. You would make all of us very happy!

Thanking you in advance,

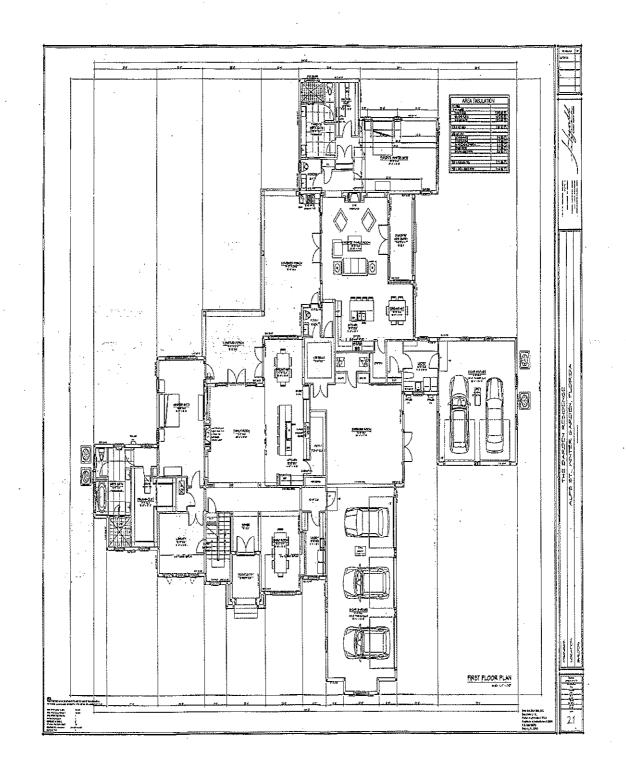
Jeanenne Darden on behalf of Larry and Sara Ruff 407-668-0729 (407-848-6030 TN)

Janenne Warden



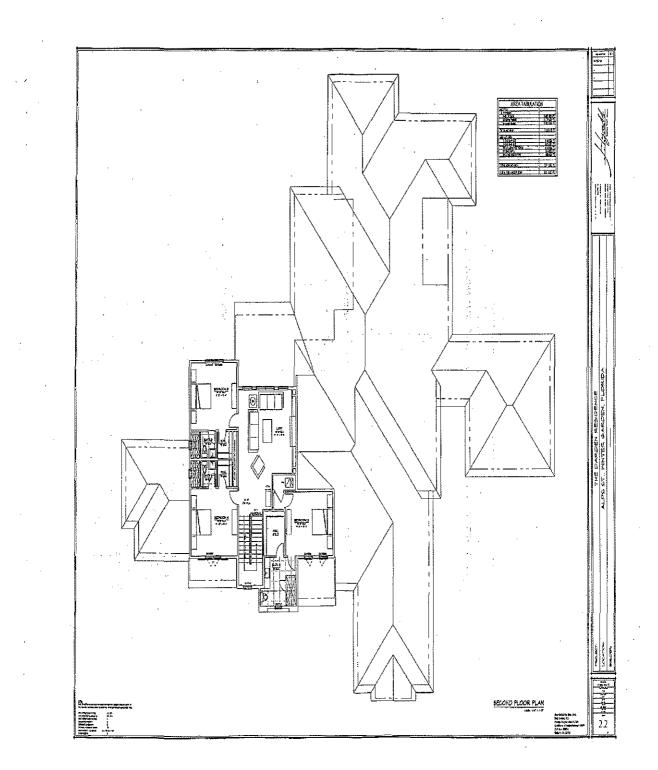


- 84 -



- 85 -

.







STAFF REPORT CASE #SE-16-08-102 Orange County Zoning Division Planner: David Nearing, AICP Board of Zoning Adjustment August 4, 2016 Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Jeanenne Darden
HEARING TYPE:	Board of Zoning Adjustment
REQUEST:	Special Exception and Variance in the A-1 zoning district as follows:
	1) Special Exception: To construct an attached Accessory Dwelling Unit (ADU) for the applicant's parents; and
	2) Variance: To allow ADU with 1,957 sq. ft. of living area in lieu of 1,500 sq. ft.
	(Note: The ADU will be internal to the main house).
LOCATION:	South side of Alps Street, approximately 300 ft. west of Avalon Rd.
PROPERTY ADDRESS:	Alps St. (Vacant property has no address)
PARCEL ID:	18-23-27-0000-00-056
TRACT SIZE:	5 acres
DISTRICT #:	1
ZONING:	A-1
EXISTING USE(S):	Vacant
PROPOSED USE(S):	Single Family Residence w/Attached ADU
SURROUNDING USES:	The site is surrounded by Single Family Residences

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant desires to provide their parents with an independent living environment while having them in close proximity.
- 2. The applicant is actually constructing wing to the house to create a more spacious living environment similar in size to their parents current out of state residence.
- 3. Since the ADU is internal to the residence, and the architecture blends the ADU wing of the house seamlessly into the homes appearance, it will be imperceptible. Therefore, staff has no objections to this request.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. Development in accordance with site plan dated June 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. The accessory dwelling unit shall be used by family members only and shall not be rented out;
- 5. If applicable, approval of this request does not constitute approval of the use of septic tanks and/or wells. The use of septic tanks and wells shall be in accordance with all applicable regulations; and,

- 6. The applicant shall be responsible for payment of all applicable fees and assessments including, but not limited to, impact fees.
- cc: Jeanenne Darden 12803 Water Point Blvd. Windermere, FL 34786

Larry Ruff 5601 Hwy 412 West Bells, TN 38006

REQUEST:	Variance in the R-1A zoning district to permit a community residential home for six (6) or fewer clients to be located 972 ft. from another community residential home in lieu of 1,000 ft.			
ADDRESS:	5909 Riviera Drive, Orlando FL 32808			
LOCATION:	Northeast corner of Riviera Dr. and Farragut Ave., approximately 250 ft. west of Westgate Road			
S-T-R:	12-22-28			
TRACT SIZE:	100 ft. x 101 ft.			
DISTRICT#:	2			
LEGAL:	ROBINSVILLE SECTION ONE Y/100 LOT 1 BLK B			
PARCEL ID:	12-22-28-7554-02-010			
NO OF NOTICES	66			

NO. OF NOTICES: 66

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, 3 absent):

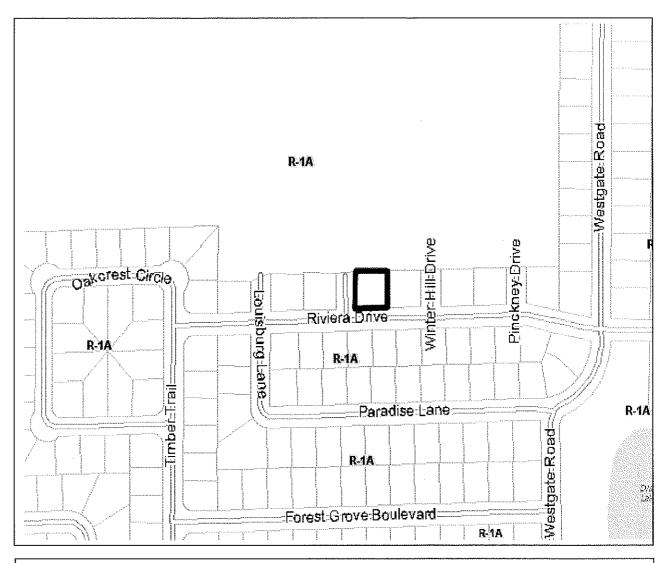
- 1. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
- 2. Pursuant to Section 125.022, Florida Statutes, issuance of this development 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.

SYNOPSIS: Staff gave a brief presentation on the case, covering the location and distance separation.

The BZA wanted to know what type of group home was proposed.

The applicant stated that they would serve people with disabilities, with five (5) clients living with the applicant like family.

Staff received no commentaries in favor and four (4) in opposition of the application. One (1) person spoke in favor at the hearing. The BZA approved the variance.



Applicant: Brenda Miller

BZA Number: VA-16-09-104

BZA Date: 08/04/2016

District: 2

Sec/Twn/Rge: 12-22-28-NE-A

Tract Size: 100 ft. x 101 ft.

Address: 5909 Riviera Drive, Orlando FL 32808

Location: Northeast corner of Riviera Dr. and Farragut Ave., approximately 250 ft. west of Westgate Road

A1 Family Health Care, Inc

5909 Riviera Drive Orlando, FL 32808 Ph/Fax: 407-271-4406 Cell: 407-924-4803 EIN: 46-3751142

June 16, 2016

RE: Variance Letter to Zoning

To Whom It May Concern;

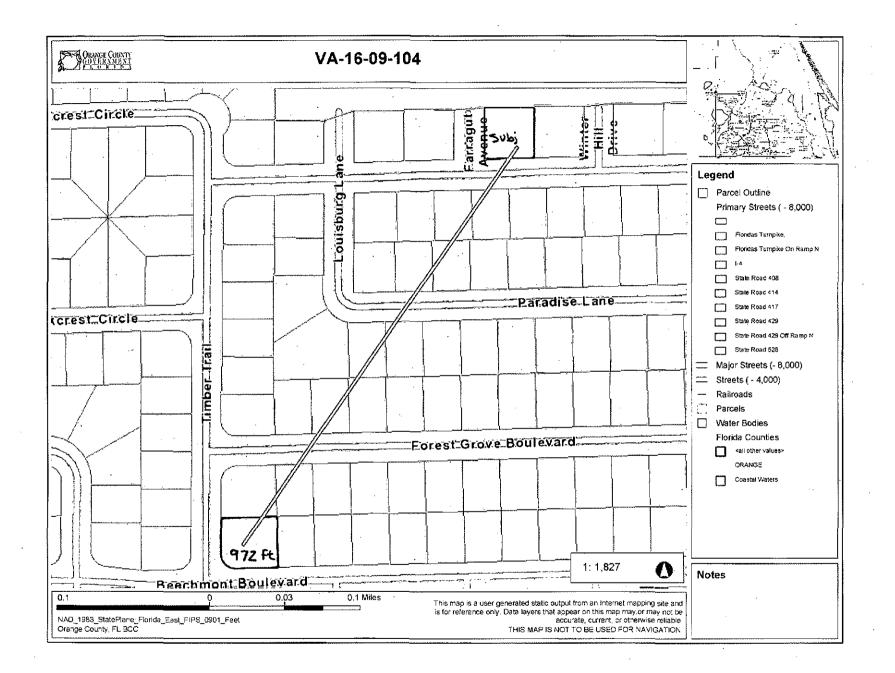
I, Mrs. Brenda Miller, am requesting a Variance at the property 5909 Riviera Drive, Orlando, FL. 32808 to operate a Community Residential Group Home and/or Forster Home within 972FT from another Community Residential Group Home in lieu of 1,000FT.

If this is granted to me it will be much appreciated.

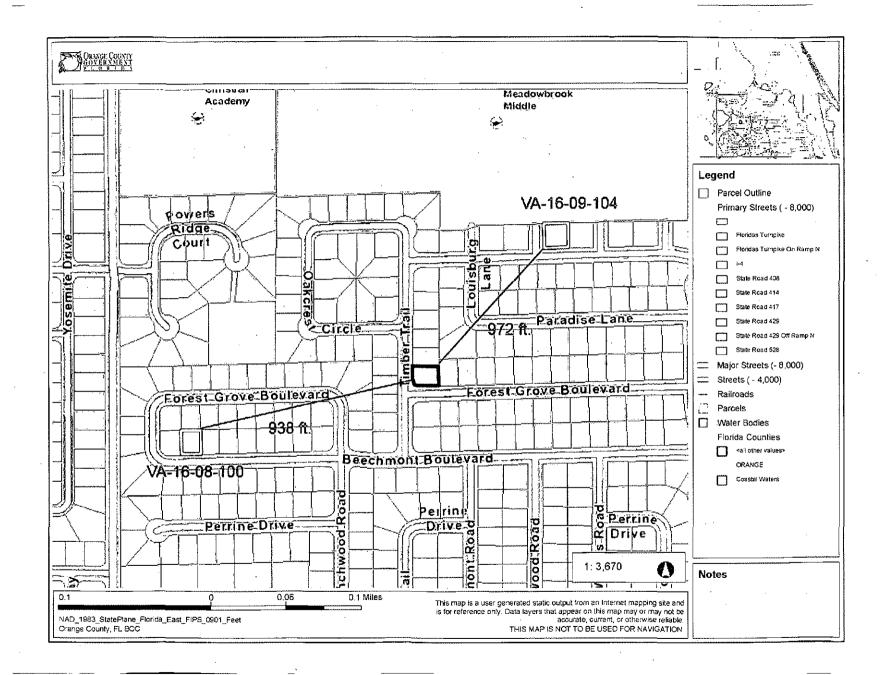
Thank you, God Bless Brenda Miller

> RECEIVED JUN 15 2015 Zoning Division

 $^{\circ}$



- 94 -



- 95 -

523



STAFF REPORT CASE #VA-16-09-104 Orange County Zoning Division Planner: Nick Balevich Board of Zoning Adjustment 08/04/16 Commission District: 2

GENERAL INFORMATION:

APPLICANT: Brenda Miller

- REQUEST: Variance in the R-1A zoning district to permit a community residential home for six (6) or fewer clients to be located 972 ft. from another community residential home in lieu of 1,000 ft.
- LOCATION: Northeast corner of Riviera Dr. and Farragut Ave., approximately 250 ft. west of Westgate Road
- PROPERTY ADDRESS: 5909 Riviera Dr.
- PARCEL ID: 12-22-28-7554-02-010
- TRACT SIZE: 100 ft. x 101 ft.
- DISTRICT #: 2
- ZONING: R-1A

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant is requesting a variance to permit a community residential home 972 ft. from another community residential home.
- 2. The intent of the 1,000 feet separation is to avoid an over-concentration of such uses in neighborhoods.
- 3. The nearest community residential home is located at 3905 Timber Trail, 972 feet away.
- 4. The deviation requested is less than three percent (3%).
- 5. Staff has no objection to the request.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. 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,
- 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.
- cc: Brenda Miller C/o A1 Family Health Care, Inc. 5909 Riviera Drive Orlando, FL 32808

REQUEST:	Variance in the R-1A zoning district to permit a community residential home 938 ft. from another community residential homes in lieu of 1,000 feet.			
ADDRESS:	6217 Beechmont Blvd., Orlando FL 32808			
LOCATION:	North side of Beechmont Blvd., north of Indian Hill Rd., east of N. Powers Dr.			
S-T-R:	12-22-28			
TRACT SIZE:	75 ft. x 100 ft.			
DISTRICT#:	2			
LEGAL:	PINE RIDGE ESTATES SECTION 5 Y/88 LOT 2 BLK B			
PARCEL ID:	12-22-28-7054-02-020			
NO OF NOTICES.	08			

NO. OF NOTICES: 98

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, 3 absent):

- 1. 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,
- 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.

SYNOPSIS: Staff gave a brief presentation on the case, covering the location and distance separation.

The applicants stated that they are both registered nurses, and they are approved for three (3) clients for a medical home to serve people with disabilities.

The BZA felt that a six percent (6%) variance was minimal.

Staff received six (6) commentaries in favor and six (6) commentaries in opposition of the application. The BZA approved the variance.



Applicant: Phyllis Tyson

BZA Number: VA-16-08-100

BZA Date: 08/04/2016

District: 2

Sec/Twn/Rge: 12-22-28-NE-A

Tract Size: 75 ft. x 100 ft.

Address: 6217 Beechmont Blvd., Orlando FL 32808

Location: North side of Beechmont Blvd., north of Indian Hill Rd., east of N. Powers Dr.

Making Memories Group Home LLC

6217 Beechmont Blvd.

Orlando FL 32808

Phone number (407)925-7237 Alt.(352)459-1245

To Whom it may concern:

My name is Phyllis Tyson and I own a property located at 6217 Beechmont Blvd. in Orlando Fl. 1 have been a registered nurse for 20+ years and decided to open a home that would provide living arrangements for people with special needs. For the last 5 years I have been planning this project, but not successful because there was another home in the 1000ft vicinity. In May of 2015, my business partner Patricia Allen and I went to the zoning office in Orlando Fl. The zoning department researched the address and reviewed there list of licensed houses in the area.

After the search was successful in locating no licensed homes they released the letter to us stating that there were no facilities in the 1000ft area that conflicted with our plans. Then, we began the building inspection and fire inspection process. During those processes, we learned that we would need a \$5,000.00 fire system, \$3000.00 to change out the windows to meet egress standard, \$1000.00 to rewire the house and various other paid projects. We paid all those expenses and general upkeep for the house because we assumed that we would be able to open the business.

When we were in the process of submitting our license to APD we were advised that although we received the clearance letter from zoning we would not be able to open the home. They stated that there were homes that the zoning department was not aware of when they issued us the letter.

We are asking to be granted a variance for our home at 6217 Beechmont Blvd Orlando Fl 32808, so that we can open our home in lieu of the 1000ft regulation. We were in contact with the zoning department when we started the process. It seems that since the county zoning department does not have the list from APD we were issued a clearance letter that was written before anyone was able to verify the APD homes in that area.

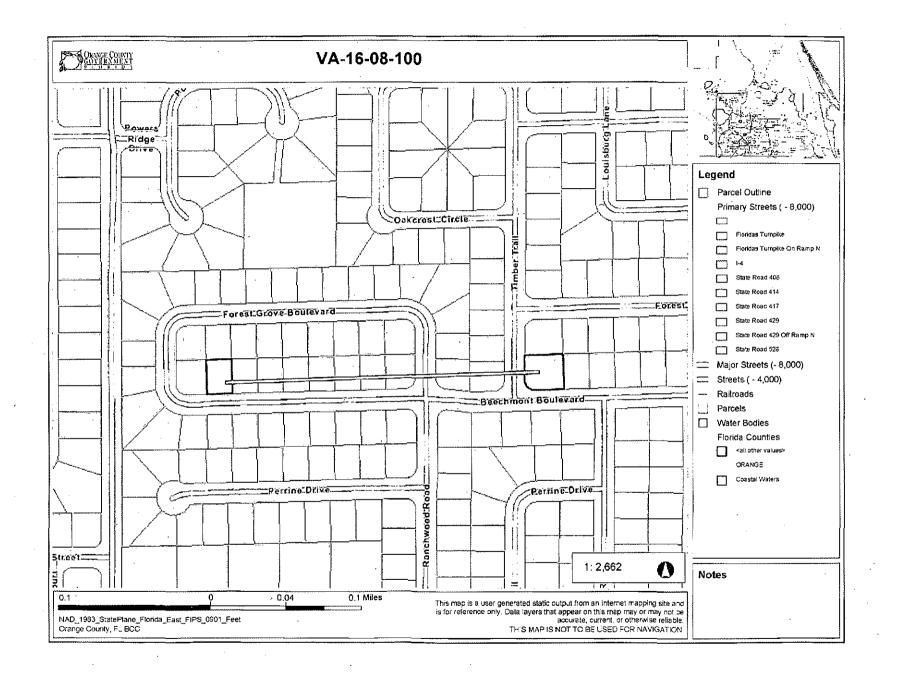
The home that we are attempting to license through Agency For Persons with Disabilities will cater to the needs of children who have severe medical conditions. My business partner and I have been in health for a combined 45+ years and want to offer residential care to those persons who do not meet the criteria to live in facilities. The residential environment would allow the clients to have a family-like setting where they can bond with others and establish long-term family relationships. We want to be examples of love, kindness and empathy to our residents. In hopes that one day they will be able to show members of their community the same values we taught them. Our neighbors are excited and have all signed the document stating that there is no reason for us not to be granted the varience for this home for handicapped persons.

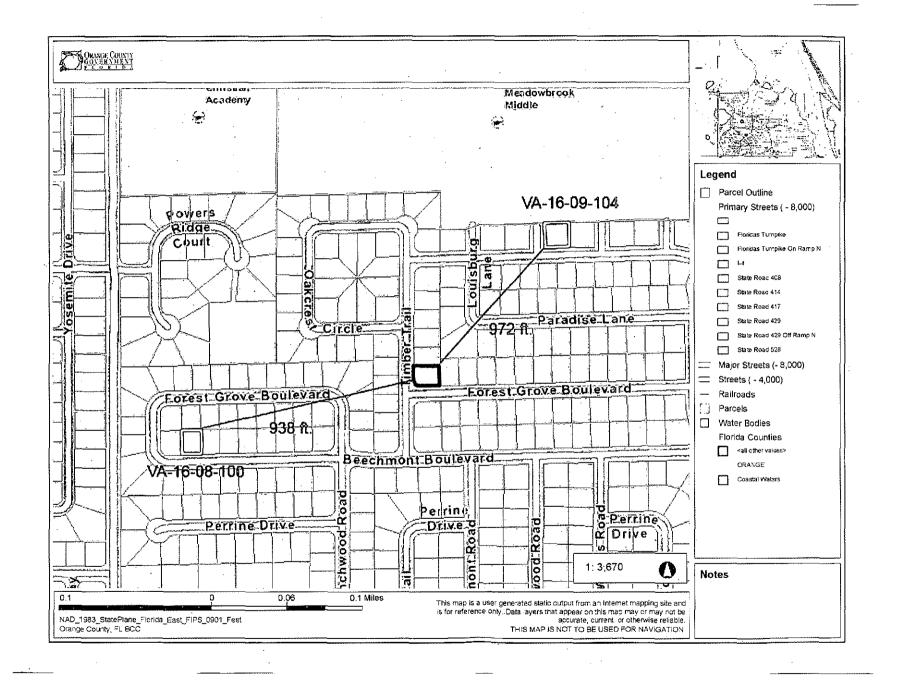
Thanks

Phyllis Tyson

RECEIVED

JUN 15 2016 ORANGE COUNTY ZONING DIVISION





- 102 -

530



STAFF REPORT CASE #VA-16-08-100 Orange County Zoning Division Planner: Nick Balevich Board of Zoning Adjustment 08/04/16 Commission District: 2

GENERAL INFORMATION:

APPLICANT:	Phyllis Tyson
REQUEST:	Variance in the R-1A zoning district to permit a community residential home 938 ft. from another community residential homes in lieu of 1,000 feet.
LOCATION:	North side of Beechmont Blvd., north of Indian Hill Rd., east of N. Powers Dr.
PROPERTY ADDRESS:	6217 Beechmont Blvd.
PARCEL ID:	12-22-28-7054-02-020
TRACT SIZE:	75 ft. x 100 ft.
DISTRICT #:	2
ZONING:	R-1A

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant is requesting a variance to permit a community residential home 938 feet from another community residential home.
- 2. The intent of the 1,000 feet separation is to avoid an over-concentration of such uses in neighborhoods.
- 3. The nearest community residential home is located at 3905 Timber Trail, 938 feet away.
- 4. The deviation requested is less than seven percent (7%).
- 5. Staff has no objection to the request.

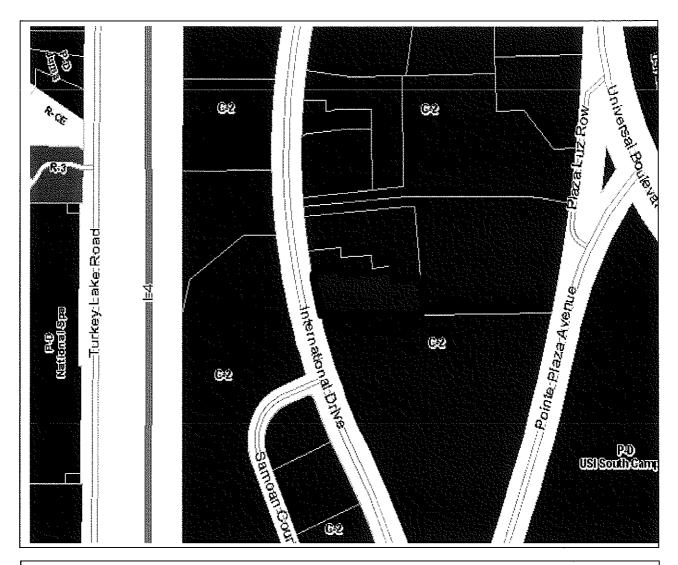
STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. 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,
- 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.
- cc: Phyllis Tyson 6217 Beechmont Blvd. Orlando, FL 32808

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					

The BZA **CONTINUED** this request for thirty (30) days to the September 1, 2016.



Applicant: iFly of Orlando

BZA Number: VA-16-09-103

BZA Date: 08/04/2016

District: 6

Sec/Twn/Rge: 01-24-28-NW-B

Tract Size: 1.77 acres

Address: 8969 International Drive, Orlando FL 32819

Location: East side of International Dr. 300 ft. north of Samoan Ct.

Kimley Worn

MEMORANDUM

Το:	Orange County Zoning Division 201 S. Rosalind Ave Orlando, FL 32802
From:	Brooks Stickler, P.E Kimley-Horn
Date:	6/16/16
Subject:	iFly Sign Variance

iFly of Orlando is proposed indoor skydying facility located at 8969 International Drive. Orlando FL 32819. The property is zoned C-2 General Commercial District and has a Commercial Future Land Use. The existing Mini-Golf Course will be demolished prior to construction of the iFly facility. The civil site construction documents have been approved by Orange County and can be located under Permit #B15902519.

The intent of this letter is to obtain approval for increasing the allowable sign area and allow for more than one building sign along the building frontage. The property is located within the Tourist Commercial District, According to section 31.5-163 of the Orange County Land development code, a total of one (1) square feet of copy area for signage may be allowed for each one (1) linear foot of building frontage per establishments. The proposed iFly building has approximately 88' of building frontage along International Drive, which equates to 88 SF of sign area. The visible signs from the right of way are A, B1, C1, C2, C3, C5, D1, and D2. The total are for these signs is 403.03 SF. Signs B2, C4, E, and F are not included within the proposed total because they are not visible from the right of way. While a ground sign is not proposed for the development, the calculations for allowable area are provided below. A total of one-half (1/2) square foot of copy area for signage may be allowed for each one (1) linear foot of right-of-way frontage. The total frontage is 166.39', which equates to an allowable area of 83.2 SF. However, Sec. 31.5-166 states that the maximum allowable area for a ground sign is 80 SF. The allowable building and ground sign combined area is 168 SF.

Please contact me at (407) 898-1511 or brooks stickler@kimley-horn.com should you have any questions.

Sincerely,

Brooks A. Stickler, P.E.

kimley-horn.com 3660 Maguire Boulevard, Suite 200, Orlando, FL 32803

407-898-1511

Kimley»Horn

Transmittal

Project I To:	Name: if					
To:		-ly Orlando)			
	Attentio	n: Rocco F	Relvini			
	Zoning Division					
	201 S. Rosalind Ave.					
Orlando, FL 32802						
Phone:	(407) 836-3111					
No are	sending ti	ase hv				
	Ŭ	iese by.	· · · · ·	. ,	~	
111				1 1	X	Hand Deliver
	S. Mail		Express Mai	· 1	الاست	
	S. Mail ther:		Express Mai	· 1	الاست	
				· ·		
Ot	iher:		Express Mai	· 1		
Ue are a	ther: sending y			· .		
Ot	ther: sending y		cription	·		
We are a	ther: sending y	e Des Chec	cription		and	
Ue are a Copies	ther: sending y	e Des Chec Appli	cription) Sign Vari	anc	
We are a Copies	ther: sending y	Des Des Chec	cription ck ication for Zoning) Sign Vari	anc	

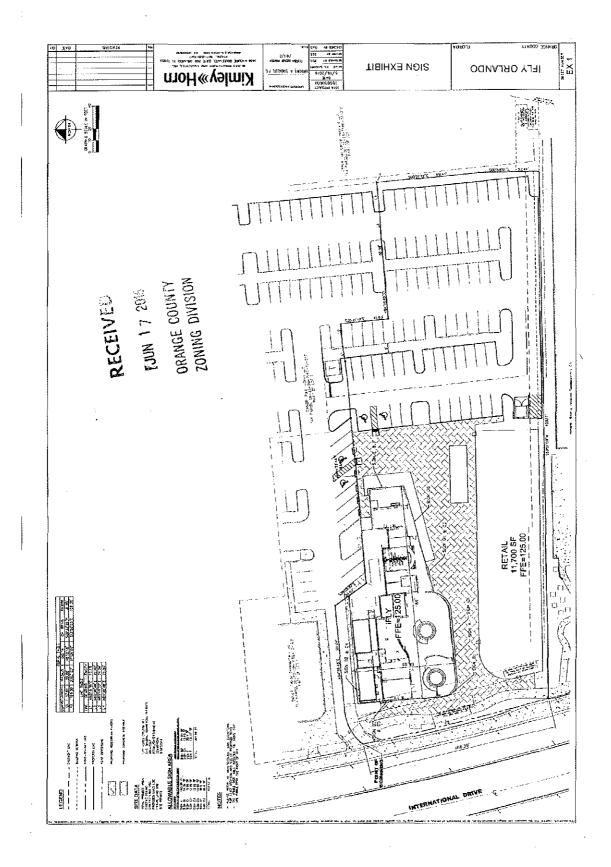
Remarks:

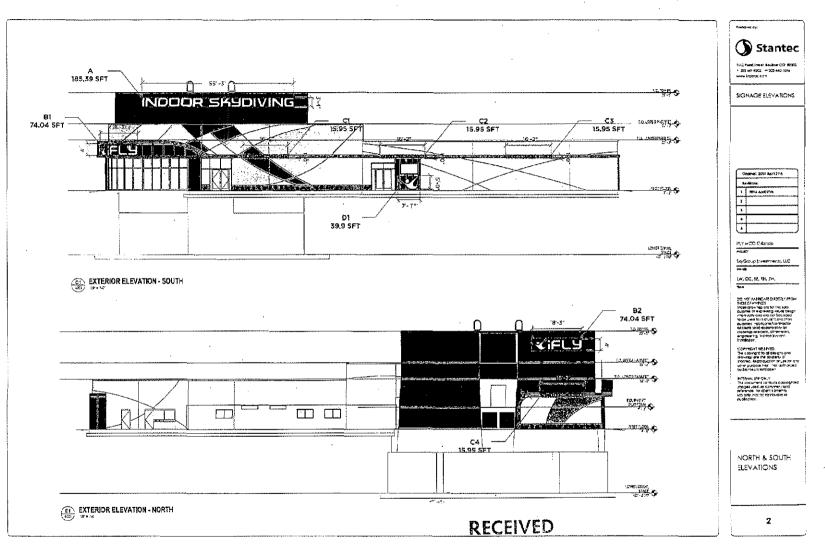
Copy to:	File	Signed:	Brooks Stickler, P.E.

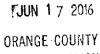
kimley-horn:com 3660 Maguire Boulevard, Suite 200, Orlando, FL 32803

k

.



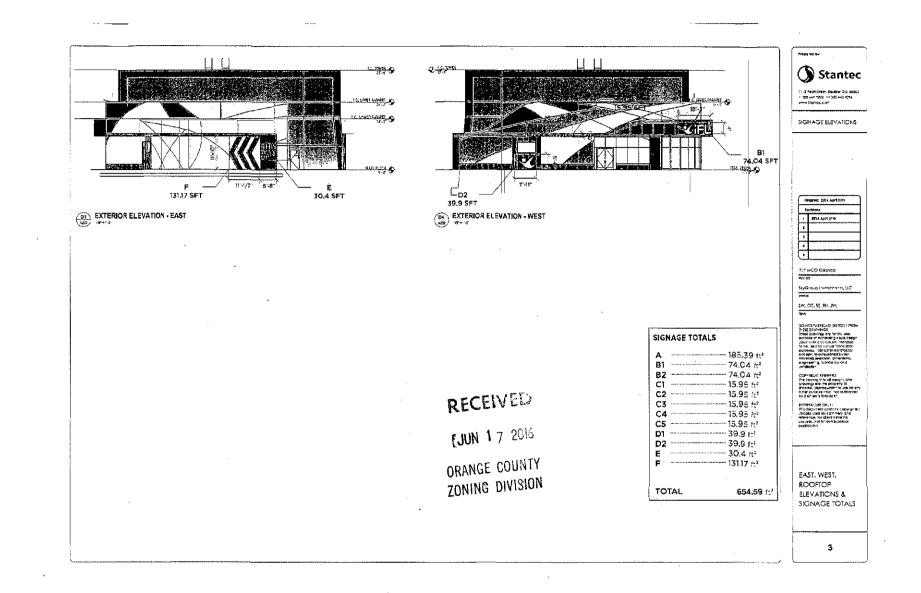




ZONING DIVISION

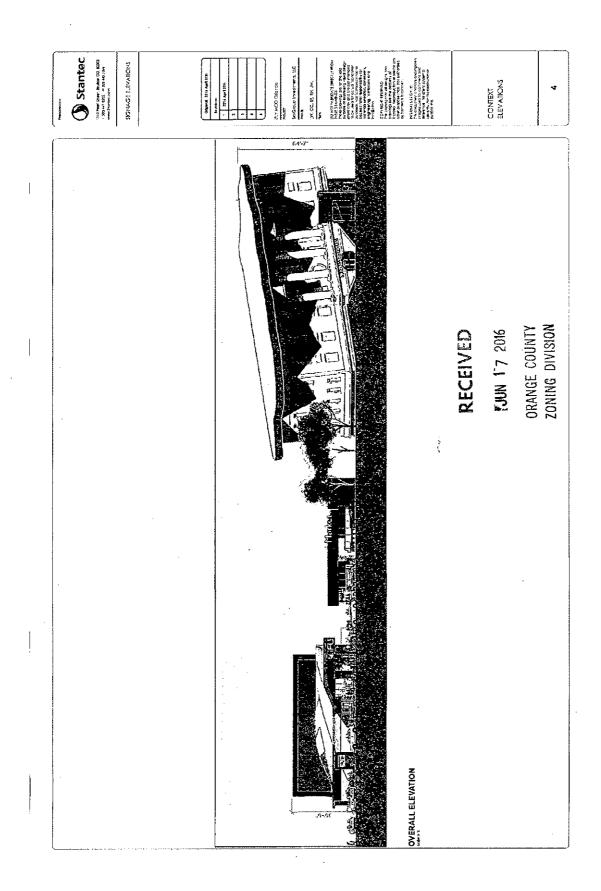
- 110 -

538



539

- 111 -





STAFF REPORT CASE #VA-16-09-103 Orange County Zoning Division Planner: Art Interiano Board of Zoning Adjustment 08/04/16 Commission District: 6

GENERAL INFORMATION:

APPLICANT:	iFly of Orlando
REQUEST:	Variance in the C-2 zoning district to allow 421.22 sq. ft. of
	wall signage in lieu of 101 sq. ft.
LOCATION:	East side of International Dr. 300 ft. north of Samoan Ct.
PROPERTY ADDRESS:	8969 International Drive
PARCEL ID:	36-23-28-7165-10-019
TRACT SIZE:	1.77 acres
DISTRICT #:	6
ZONING:	C-2

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant is proposing an indoor skydiving facility. The existing mini-golf course will be demolished. The applicant is requesting wall signage that exceeds the allowable wall signage for this building.
- 2. The applicant is requesting 421.22 sq. ft. of wall signage copy area. The sign code allows no more than 101 sq. ft. The applicant is willing to forego his rights to any monument/ground signage if this request is approved. If the applicant did not forego his ground signage the level of deviation is 317%. Even if the applicant relinquished his rights to any ground signage the level of deviation would be 133%.
- 3. Staff cannot support this request for the following reasons: (a) the request is excessive (133% deviation); and, (b) approval of this request will establish a

precedent for the other commercially zoned properties along the International Dr. corridor.

STAFF RECOMMENDATION:

Staff cannot support the request for the following reasons:

1. The requested copy area for the proposed wall signs is excessive and is contrary to the more restrictive signage allowed for the International Drive corridor.

However, if the BZA decides the applicant meets the variance criteria, the following conditions shall apply:

- 1. Development in accordance with site plan dated June 17, 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 and/or 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. Electronic message center, pole, ground and monument signage is prohibited.
- cc: Brooks A. Stickler C/o iFly of Orlando 3660 Maguire Blvd, Suite 200 Orlando, FL 32803

SAINTS ACADEMY PRIVATE SCHOOL SE-16-08-101

REQUEST:	Special Exception in the R-CE zoning district to place 5 modular units to be used as a private school for up to 285 students (grades K-12) on an existing religious use campus. (Note: The site is currently used by the Metro West Church of the Nazarene).
ADDRESS:	3705 N Apopka Vineland Road, Orlando FL 32818
LOCATION:	East side of N. Apopka Vineland Rd., approximately 4,500 ft. north of Silver Star Rd.
S-T-R:	10-22-28
TRACT SIZE:	29.5 ac.
DISTRICT#:	6
LEGAL:	COMM SE COR OF NE1/4 OF 10-22-28 RUN S 72.13 FT M/L FOR POB TH RUN S 260.85 FT M/L S89W 906.45 FT M/L N 151.53 FT N90W 354.23 FT N 511 FT N90E 763.16 FT N 990 FT N90E 491.80 FT M/L S 1040.15 FT M/L TH N90E 50.02 FT TH RUN SWLY 46.38 FT S 330.28 FT N75W 31
PARCEL ID:	10-22-28-0000-00-024

NO. OF NOTICES: 147

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; 4-0, 1 abstained, 2 absent):

- 1. Development in accordance with site plan dated June 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. Construction plans shall be submitted within three (3) years or this approval becomes null and void;
- 5. The school shall be limited to 285 students. Additional students will require BZA approval;
- 6. No more than five (5) modular units shall be located on the property without further approval by the BZA;
- 7. Use of the modular units shall be limited to no more than five (5) years from the date they receive a CO or final inspection without further authorization by the BZA;
- 8. The modular units shall have a skirting which matches the color and texture of the sides of the units and appears seamless from the roofline to the ground level;
- 9. Install foundation planting around the foundations of each modular unit in compliance with Sec. 24-4(d) Building Perimeter of the County Code; and,
- 10. If applicable, approval of this request does not constitute approval of the use of wells and/or septic tanks. The use of septic tanks and wells shall be in accordance with all applicable regulations.

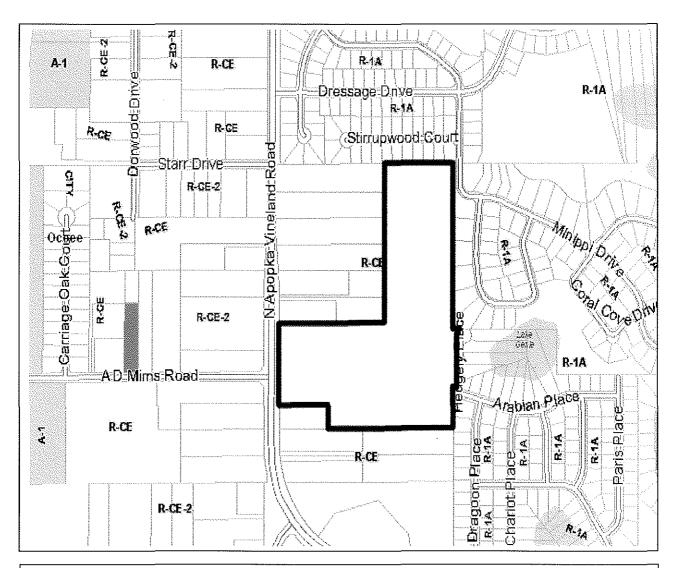
SYNOPSIS: Staff noted that the existing religious use campus was large enough to accommodate the requested modular classrooms, and the existing parking was more than sufficient to accommodate the needs of the school. Staff noted that they had received five (5) correspondence opposing the request. Most noted increased traffic as the reason for their objection. It was noted that the applicant provides transportation for many of the school's students.

The applicant explained that they own and operate four (4) passenger vans, each of which make two (2) trips each morning and afternoon. They estimate that fifty percent (50%) of the school's students are brought in and returned home in these vans. They also provided pictures showing a parking drill which they recently had with all of the families who would be driving their children to school.

One (1) resident was in attendance to speak in opposition to the request. They indicated that Apopka-Vineland Road was a high volume road, and that many people speed on it. They also indicated that when the Church had obtained its approval, the residents in the area were told that there would be no school. Also, the School Board of

Orange County had decided not to relocate Evans High School to a site to the south of the subject property. There being no one else present to speak for or against the request, the public hearing was closed.

The BZA discussed the queuing room available on the property. After it was shown that the drop off, which is to be behind the Church would allow sufficient queuing space to operate safely, they concluded that the location for the school was appropriate. A motion was made and seconded to recommend approval of the request.



Applicant: Saints Academy Private School

BZA Number: SE-16-08-101

BZA Date: 08/04/2016

District: 6

Sec/Twn/Rge: 10-22-28

Tract Size: 29.5 ac.

Address: 3705 N Apopka Vineland Road, Orlando FL 32818

Location: East side of N. Apopka Vineland Rd., approximately 4,500 ft. north of Silver Star Rd.

Saints Academy Private School

P.O. Box 680487 ORLANDO FL 32868-0004 (407) 683-5537, Email: <u>Sacademy6@gmail.com</u> Web: <u>www.thesaintsacademy.com</u> Mrs. Vivian A. Williams, Principal





May 31, 2016

Memorandum

To:

Orange County Board of Zoning Adjustment

From: Mrs. Vivian Williams, Principal

Subject: BZA Requirement Cover Letter

I am writing this letter as part of our BZA Special Exception Application. Saints Academy is a private school that offers instruction to about 225 students in grades K-12. We anticipate a projected gain of possibly 60 more students for the 2016/2017 school year. Saints Academy is a community school, which is founded on the principle that "all children can learn". We are a fully accredited school and use the Florida Sunshine State Common Core Curriculum.

Saints Academy is leasing space at the Metro West Church of the Nazarene, and would like to add **five** modular buildings with **three** classrooms each not to exceed **five** modular buildings on the property. The address of the facility is: 3705 Apopka –Vineland Rd. Orlando, FL 32818. There will be only the classrooms, a hallway, and restrooms in the modular buildings.

The cafeteria is housed in the existing gymnasium, and two (2) playgrounds are needed for the students.

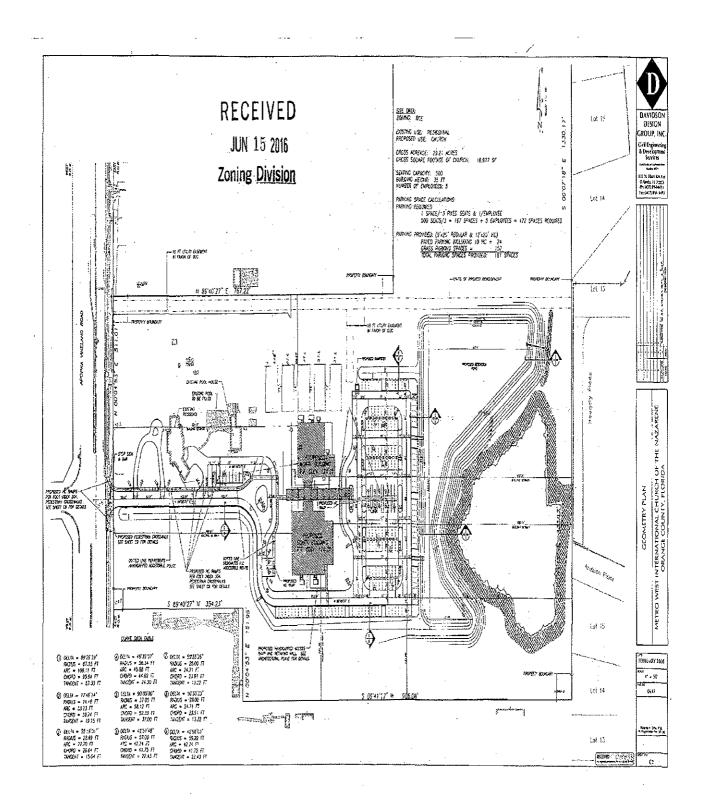
Saints Academy owns four (4) vans (3-15 passenger and 1-12 passenger). The BZA specs allow (1 space per every 3 high school students), however we transport approximately 114 students a day by making two different runs each van each morning and afternoon. There are 15 high school students on the vans as well as 15 high school students being transported by their parents who are faculty and staff members at the school. Therefore 50% of our high school students are being transported and **do not** drive to school!

If you require any additional information, please feel free to contact me.

Your consideration to this matter will be greatly appreciated as we continue our motto of: Educating the Mind...While Training the Heart.

Sincerely,

Mrs. V. A. Williams Enclosures: 3 RECEIVED JUN 15 2016 Zoning Division





STAFF REPORT CASE #SE-16-08-101 Orange County Zoning Division Planner: David Nearing, AICP Board of Zoning Adjustment August 4, 2016 Commission District: 6

GENERAL INFORMATION:

APPLICANT:	Saints Academy Private School	
HEARING TYPE:	Board of Zoning Adjustment	
REQUEST:	Special Exception in the R-CE zoning district to place 5 modular units to be used as a private school for up to 285 students (grades K-12) on an existing religious use campus.	
	(Note: The site is currently used by the Metro West Church of the Nazarene).	
LOCATION:	East side of N. Apopka Vineland Rd., approximately 4,500 ft. north of Silver Star Rd.	
PROPERTY ADDRESS:	3705 N Apopka Vineland Rd.	
PARCEL ID:	10-22-28-0000-00-024	
TRACT SIZE:	29.5 ac.	
DISTRICT #:	6	
ZONING:	R-CE & R-1A	
EXISTING USE(S):	Place of Worship	
PROPOSED USE(S):	School Grades K-12	
SURROUNDING USES:	The site is surrounded by Single Family Residences and pasture land	

STAFF FINDINGS AND ANALYSIS:

1. The applicant has been operating a charter K-12 school at another location. Due to the desire of the owner of that location to expand their existing operations, the applicant needs to locate a new home for the school.

- 2. The applicant wishes to locate the school to this religious use campus.
- 3. It has been the policy of the BZA to impose a time limit on the use of modular units for non-residential uses.
- 4. There is sufficient area on the existing campus to place up to five (5) modular classrooms. Given class-size restrictions, this will allow for up to 285 students.
- 5. The existing parking for the place of worship is more than sufficient to accommodate the new classrooms.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. Development in accordance with site plan dated June 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. Construction plans shall be submitted within three (3) years or this approval becomes null and void;
- 5. The school shall be limited to 285 students. Additional students will require BZA approval;
- 6. No more than five (5) modular units shall be located on the property without further approval by the BZA;

- 7. Use of the modular units shall be limited to no more than five (5) years from the date they receive a Certificate of Occupancy (CO) or final inspection without further authorization by the BZA;
- 8. The modular units shall have a skirting which matches the color and texture of the sides of the units and appears seamless from the roofline to the ground level;
- 9. Install foundation planting around the foundations of each modular unit in compliance with Sec. 24-4(d) Building Perimeter of the County Code; and,
- 10. If applicable, approval of this request does not constitute approval of the use of wells and/or septic tanks. The use of septic tanks and wells shall be in accordance with all applicable regulations.
- cc: Steve MacGeorge (Applicant's representative) Re/Maz The Hub 5463 Gateway Village Circle Orlando, FL 32812

Vivian Williams (Applicant's representative) C/o Saints Academy School P.O. Box 680487 Orlando, FL 32868

REQUEST:	Special Exception in the R-1 zoning district to permit a multi-phased project providing VPK for ages 4 and up for up to 40 students from August 2016 to June 2018, then converting to an adult day care for up to 59 adults from August 2018 to August 2019, then converting to a multigenerational day care with up to 10 school age students and 20 adults from August 2019 thereon.
ADDRESS:	5111 Clarcona Ocoee Road, Orlando FL 32810
LOCATION:	North side of Clarcona Ocoee Rd., east of N. Pine Hills Rd.
S-T-R:	31-21-29
TRACT SIZE:	1.72 acres
DISTRICT#:	2
LEGAL:	FLORAL HEIGHTS 4/76 LOTS 13 & 14 (LESS THE S 23 FT THEREOF FOR RD R/W)
PARCEL ID:	31-21-29-2768-00-130
NO. OF NOTICES:	

DECISION: DENIED the Special Exception request in that the Board finds it did not meet the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does adversely affect general public interest (4 in favor, 1 opposed, 2 absent).

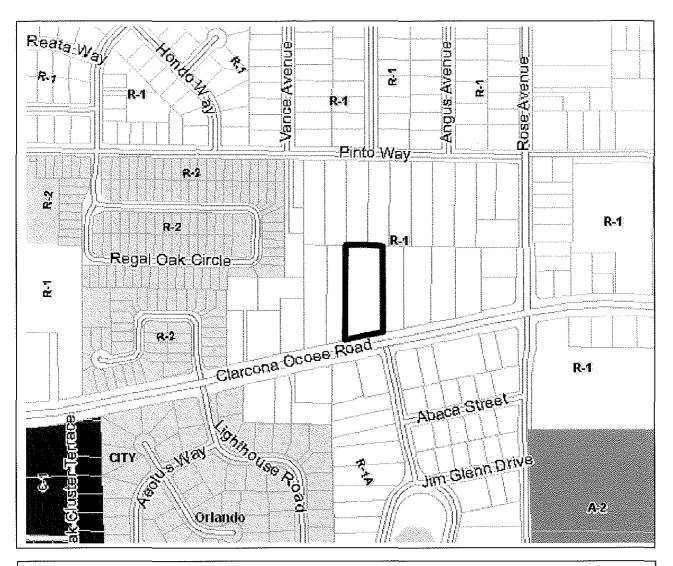
SYNOPSIS: Staff noted that a Community Meeting had been held on this application on July 19, 2016. The meeting was well attended, and the applicant was able to explain the proposed transition from a VPK for four year olds to an adult day care. Staff noted that they had intentionally left their recommendation open pending the meeting, as they wished to give the neighbors as much time to comment as possible. To that end, earlier in the week one (1) resident had dropped off eleven (11) correspondence opposing the request, and staff had received three (3) others by fax and e-mail. The main issue is the feeling that this is still a residential area, and the proposed use would be an intrusion.

The applicant explained the proposal to the BZA, noting that the noise which some neighbors are concerned about would not take place until 11:00 a.m., and would last about 30 minutes. There would be a total of three (3) 30 minute play periods between the hours of 11:00 a.m. and 1:00 p.m. They were willing to do whatever is needed to fit the project into the neighborhood and satisfy the neighbors' concerns.

Three (3) residents spoke in opposition to the request, noting that their neighborhood was still residential, even though Clarcona Ocoee Road carries high volumes of traffic. They questioned how such a use could be made to fit into their neighborhood. There

being no one else in the audience to speak for or against the application, the public hearing was closed.

The BZA discussed the appropriateness of such use in a residential area. Due to the traffic on Clarcona Ocoee Road, it would ultimately make this area transition away from single family, and that the proposed use would then fit. A motion was made to recommend approval of the request, with several amendments to the conditions provided by staff. However, that motion failed for lack of a second. A subsequent motion to deny the application based on incompatibility and intrusionary impacts was made and seconded. This motion passed.



Applicant: Kenneth Leeming

BZA Number: SE-16-07-088

BZA Date: 08/04/2016

District: 2

Sec/Twn/Rge: 31-21-29-SE-D

Tract Size: 1.72 acres

Address: 5111 Clarcona Ocoee Road, Orlando FL 32810

Location: North side of Clarcona Ocoee Rd., east of N. Pine Hills Rd.

- ENGINEERING

May 18, 2016

Orange County Zoning Division 201 S. Rosalind Avenue Orlando, Florida 32802

RE: Special Exception Application 5111 Clarcona Ocoee Road Orange County Parcel ID # 31-21-29-2768-00-130

To whom it may concern:

The subject application is for the conversion of the existing one story residential structure to a Child Day Care and Adult Day Care Facility, to be implemented in phases.

The site improvements include upgrading the existing drive aisle to commercial standards, provide parking for employees, including a handicap parking space, and provide landscaping along the Clarcona Ococe R/w line, as well as the west property line to buffer the proposed activities from the residential uses. Fire protection is provided by an existing Fire Hydrant located at the southeast corner of the subject property, within the road R/W.

The existing house will be modified, as needed, to comply with building department requirements. All improvements to the existing building will be internal. The existing Garage will be converted to a Storage Building. A playground will be provided, as required, for the Child Day Care operations.

Phasing of the activities is as described on the attached Site Plan.

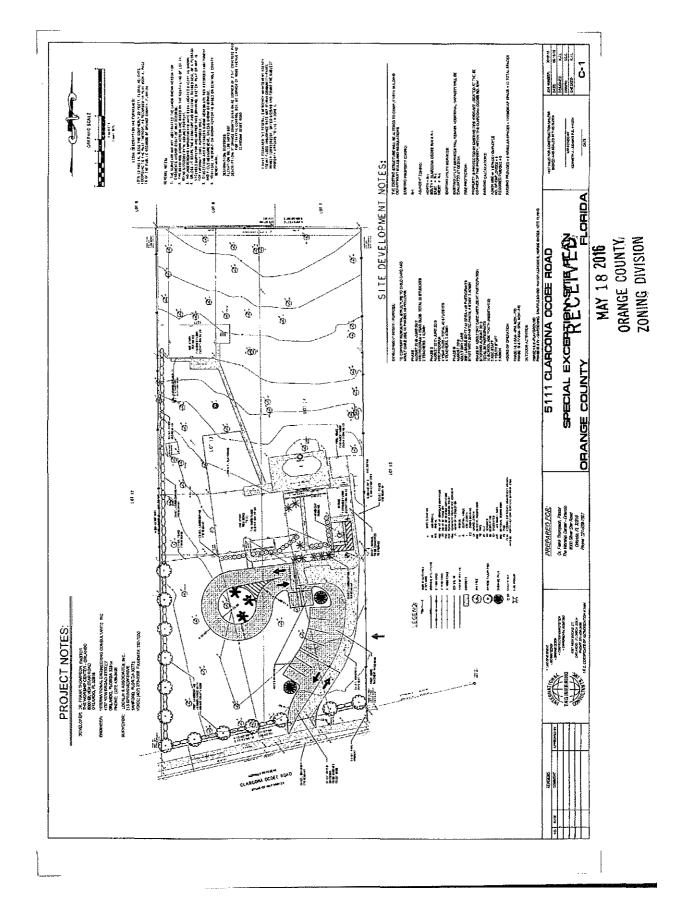
Should you have any questions, or need additional information, please do not hesitate to contact this office.

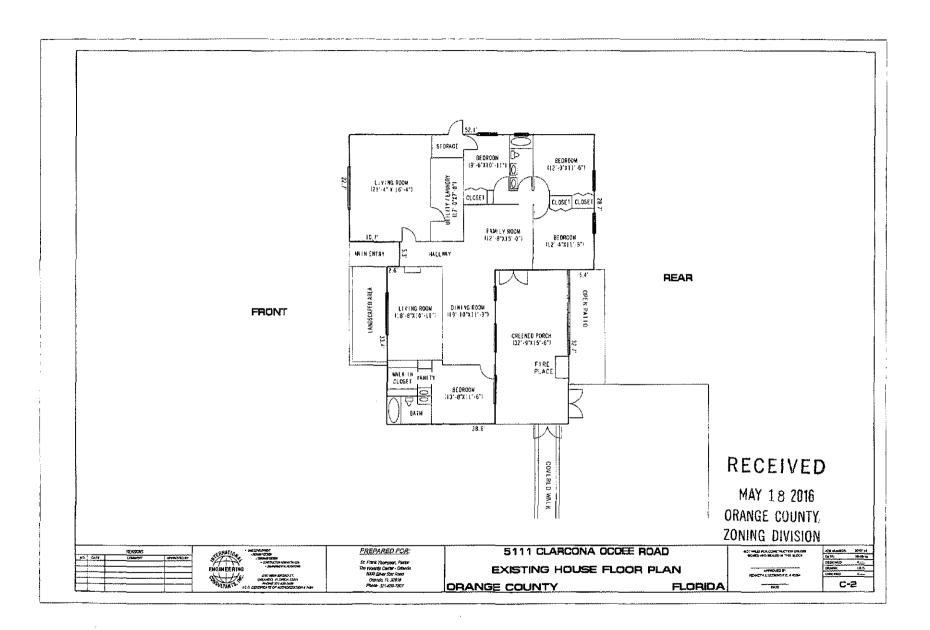
Sincerely,

Kenneth J. Leeming, P.E. Project Manager

RECEIVED

MAY 18 2016 ORANGE COUNTY ZONING DIVISION





÷.,

- 129 -

557

. —



STAFF REPORT CASE #SE-16-07-088 Orange County Zoning Division Planner: David Nearing, AICP Board of Zoning Adjustment August 4, 2016 Commission District: 2

GENERAL INFORMATION:

APPLICANT:	Kenneth Leeming	
HEARING TYPE:	Board of Zoning Adjustment	
REQUEST:	Special Exception in the R-1 zoning district to permit a multi- phased project providing VPK for ages 4 and up for up to 40 students from August 2016 to June 2018, then converting to an adult day care for up to 59 adults from August 2018 to August 2019, then converting to a multigenerational day care with up to 10 school age students and 20 adults from August 2019 thereon.	
LOCATION:	North side of Clarcona Ocoee Rd., east of N. Pine Hills Rd.	
PROPERTY ADDRESS:	5111 Clarcona Ocoee Rd.	
PARCEL ID:	31-21-29-2768-00-130	
PUBLIC NOTIFICATION:	71	
TRACT SIZE:	1.72 acres	
DISTRICT #:	2	
ZONING:	R-1	
EXISTING USE(S):	Single Family Dwelling	
PROPOSED USE(S):	Child/Adult Day Care Center	
SURROUNDING USES:	The subject property is surrounded by Single Family Residence	

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant proposes a day care which will ultimately become a multigenerational facility. As proposed, it will start as a facility for four (4) year old children in the VPK program. It will then be converted to a facility for adults. It is then to be converted to the multi-generational facility with approximately twice as many adults as school aged children.
- 2. While this section of Clarcona Ocoee Road is a four-lane road, the residents of this area have historically fought to keep the area residential in character. Past attempts to establish non-residential uses in this immediate area have been strongly resisted by the residents.
- 3. The proposed use would introduce a non-residential use into the area. However, with the exception of changes to the driveway to make it wider and add a turnaround, and the installation of some parking spaces, there will not be any outward modifications to the existing residence. It will retain its residential appearance.
- 4. On July 19, 2016, the applicant conducted a Community Meeting. The primary concerns conveyed at the meeting involved noise from the playground. The applicant explained that the one (1) year that the site would be used as a child daycare, it will not be a traditional daycare. It will be a VPK (Voluntary Prekindergarten) for four (4) year olds only. Hours of operation would be from 9 a.m. to 2 p.m. There would be no after hours programs or weekend use. The VPK would follow the same calendar as the School District. It would be closed on holidays when the School District is closed, and the first year VPK phase of the project would terminate at the end of the school year. Each recess period would last no more than thirty (30) minutes. The purpose for this one (1) year of VPK, which is completely funded by the State, is to earn some capital to make the changes necessary for the ultimate use of the property, the adult day care. The applicant also indicated that with respect to traffic, they are considering providing transportation for their clients. If they do provide transport, they will need to address where the bus will be parked.

STAFF RECOMMENDATION:

Staff is reserving its recommendation for the public hearing to allow the BZA to hear all appropriate testimony regarding this application, and to provide the residents more opportunity to get their correspondence to staff to best gauge the communities acceptance or resistance to the project.

Should the BZA find that the proposed application meets the criteria to grant approval for a Special Exception, staff recommends the following conditions be attached:

- 1. Development in accordance with site plan dated May 18, 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. No more than fifty-nine (59) total clients shall be permitted at any time without further approval by the BZA;
- 6. Hours of operation shall be 6:00 a.m. to 7:00 p.m.;
- 7. No outdoor speakers or other audio amplification;
- 8. A six (6) foot high vinyl fence shall be constructed along the side and rear property lines. Shrubbery forming a solid barrier and attaining a minimum height of thirty-six (36) inches, and deciduous 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;
- 9. Signage shall be in accordance with 31.5, Orange County Code;

- 10. If applicable, approval of this request does not constitute approval of the use of septic tanks and wells. The use of septic tanks and wells shall be in accordance with all applicable regulations;
- 11. After hour and weekend special events shall be limited to no more than _____ per calendar year; and,
- 12. During the VPK phase of the project, there shall be no after hour or weekend programs. The maximum number of children will be capped at forty (40).
- cc: Kenneth Leeming 4767 New Broad Street Orlando, FL 32814

WINDERMERE RELIGION CENTER SE-16-07-073

REQUEST:	Special Exception in the R-CE zoning district to construct a 6,900 sq. ft. religious use facility.
ADDRESS:	8806 Winter Garden Vineland Road, Orlando FL 32836
LOCATION:	South side of Winter Garden Vineland Rd,, approximately 1.3 miles east of Silverlake Park Rd., across from the Tibet Butler Preserve
S-T-R:	32-23-28
TRACT SIZE:	6 acres
DISTRICT#:	1
LEGAL:	ROYAL RANCH ESTATES 7/5 LOT 5 (LESS PT LYING WITHIN THE FOLLOWING: BEG NE COR OF LOT 4 RUN N 57 DEG W 352.96 FT TO NW COR OF LOT 5 TH S 08 DEG W 139.16 FT S 57 DEG E 374.91 FT N 149.48 FT TO POB PT TAKEN FOR RD R/W PER 4882/1320)
PARCEL ID:	32-23-28-7778-00-050
NO. OF NOTICES:	82

DECISION: DENIED the Special Exception request in that the Board finds it did not meet the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does adversely affect general public interest (unanimous; 5-0, 2 absent).

SYNOPSIS: Staff explained the proposal, noting that a Community Meeting had been held July 20, 2016. That meeting was attended by over 100 persons as well as the District #1 County Commissioner and the District #1 representative to the BZA. The main objections were listed in the staff report. Staff noted that the main concern was the introduction of a non-residential use into a residential area of a rural nature on a major roadway.

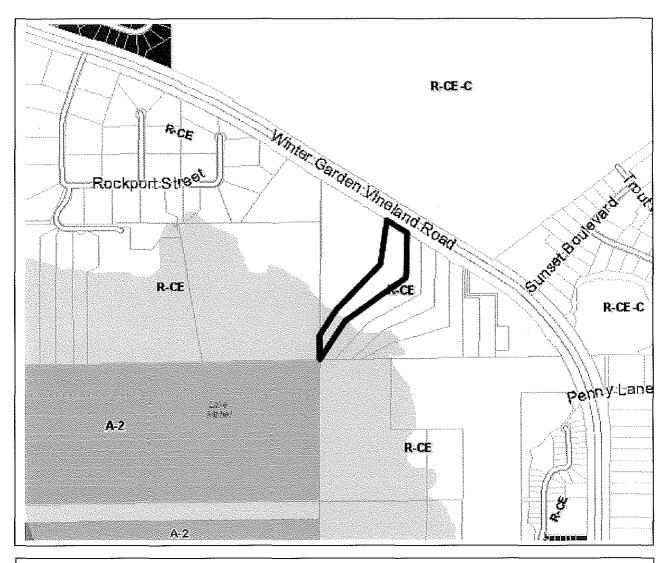
The applicant provided a presentation, including their conclusion as to how they are meeting the criteria for granting approval of a Special Exception. They noted that many of the residents' concerns are unfounded.

There were thirteen (13) persons who spoke in favor of the request. They indicated that locating a religious institution in the proposed location would make it more convenient for them to fulfill their daily religious obligations. It would also reduce the distance attendees would need to travel, providing some relief to the transportation network.

There were fourteen (14) persons who spoke in opposition to the application. They noted that the use was not compatible with the existing pattern of development and would be an intrusion into the area. They noted that despite the attempts to make the architecture blend with the surroundings, it would still look like a commercial site with

the parking lot and lighting. There being no one else wishing to speak on the item, the public hearing was closed.

The BZA discussed the application, noting that while they were in agreement with the supporters that there is a definite need for this use in the Windermere area, the proposed location is not the correct one. It was in fact an intrusion into the area, and not compatible with the natural character of the area.



Applicant: Windermere Religious Center

BZA Number: SE-16-07-073

BZA Date: 08/04/2016

District: 1

Sec/Twn/Rge: 32-23-28-SW-C

Tract Size: 6 acres

Address: 8806 Winter Garden Vineland Road, Orlando FL 32836

Location: South side of Winter Garden Vineland Rd,, approximately 1.3 miles east of Silverlake Park Rd., across from the Tibet Butler Preserve

Contact: Dr. Muhammad Awan 7619 Presler Ct. Windermere, FL 34786 January 25, 2016

Regarding: Windermere Religion Center 8806 Winter Garden Vineland Rd. Oriando, FL 32836

To whom it may concern:

The Windermere Religious Center Project is needed to serve the surrounding community for their religious praying and activities.

This building will not have any fixed seating, only the prayer hall people will pray on the floor standing and prostrating according to Islamic system.

6,900 sqft of air conditioned space for prayer and social activities based on religious strictures. Plans indicates Prayer Hall and Social Hall, and it is not different from any other Churches.

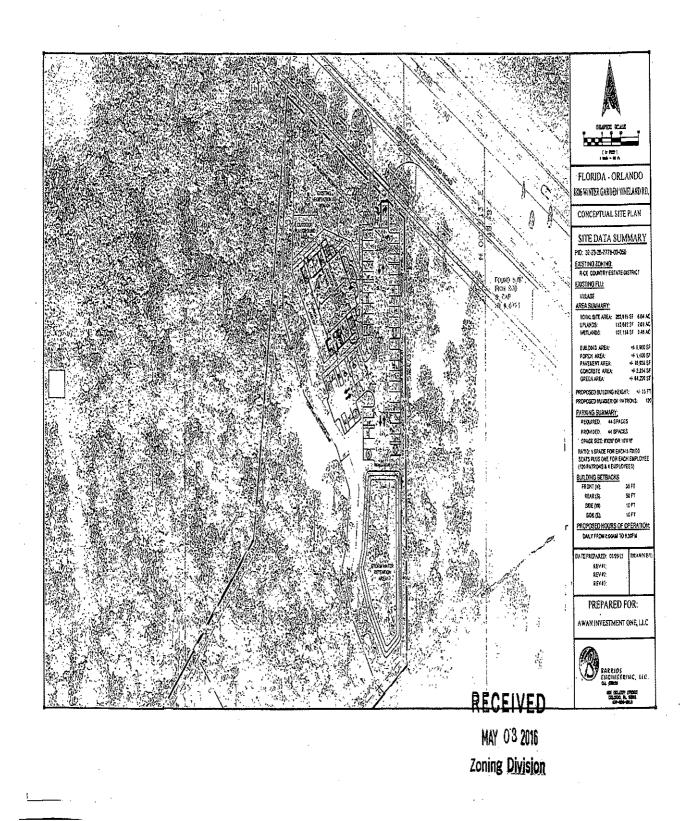
The approximate time of daily operation for the building will be as follows:

<u>From</u>	<u>To</u>
6:00am	7:30am
12:30pm	2:30pm
3:30pm	4:00pm
5:30pm	6:30pm
8:00pm	9:30pm

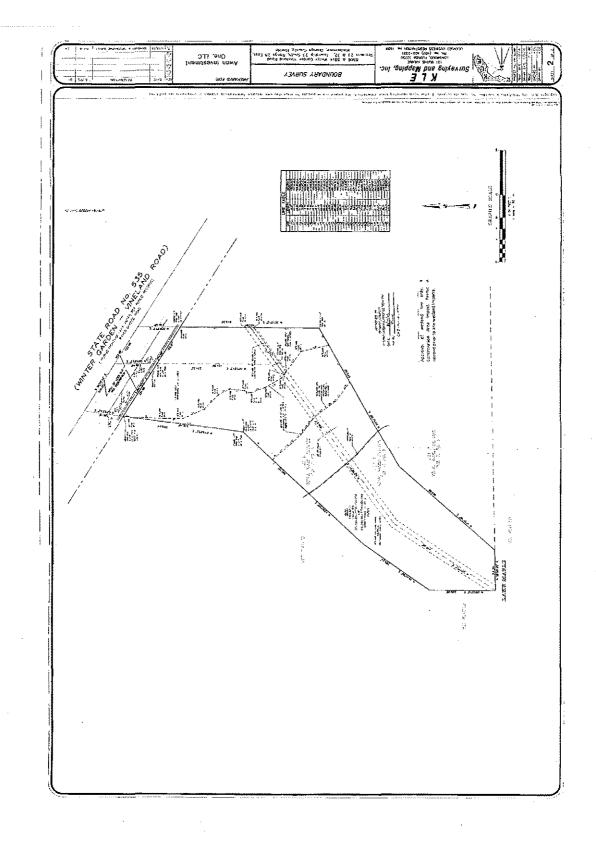
Note:

- 1. The above timings are based on five time daily prayers.
- 2. On daily five time prayers 20 to 30 congregants are expected to be in the facility.
- 3. On Friday from 12:30pm to 2:30pm is the main congregation, and 100 to 120 people are expected to pray.
- 4. There will be an outdoor playground for the kids.
- 5. In the social hall occasionally there will be meetings and lectures within the time of operation.

RECEIVED MAY 03 2016 Zoning Division



Ĩ



į

i



STAFF REPORT CASE #SE-16-07-073 Orange County Zoning Division Planner: David Nearing, AICP Board of Zoning Adjustment August 4, 2016 Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Windermere Religious Center	
HEARING TYPE:	Board of Zoning Adjustment	
REQUEST:	Special Exception in the R-CE zoning district to construct a 6,900 sq. ft. religious use facility.	
LOCATION:	South side of Winter Garden Vineland Rd., approximately 1.3 miles east of Silverlake Park Rd., across from the Tibet Butler Preserve	
PROPERTY ADDRESS:	8806 Winter Garden Vineland Rd.	
PARCEL ID:	32-23-28-7778-00-050	
PUBLIC NOTIFICATION:	82	
TRACT SIZE:	6 acres	
DISTRICT #:	1	
ZONING:	R-CE	
EXISTING USE(S):	Undeveloped	
PROPOSED USE(S):	Religious Institution	
SURROUNDING USES:	N – Conservation S – Lake Mable E – Single Family Residence	

W - Undeveloped

STAFF FINDINGS AND ANALYSIS:

- 1. The applicant proposes to construct a 6,900 sq. ft. Religious use facility on the subject property.
- 2. In June 2015, the Environmental Protection Division conditionally approved a Conservation Area Determination (CAD) for the subject property. If the applicant intends to impact the Conservation Area, they are advised that any impacts will require Orange County approval.
- 3. The applicant is designing the proposed facility to compliment the adjacent single family residences. The structure will not have the typical minaret of other mosques.
- 4. While there are other religious institutions within a mile of the subject property, each is located adjacent to a much more densely populated development. This allows those facilities to blend into their surroundings, where the proposed location of the subject application will cause it to stand out, regardless of how well the architecture mimics single family characteristics. The required improvements to accommodate the use, which are not common to a single family home, such as parking lots and commercial style lighting will cause the site to appear commercial in nature.
- 5. On July 20th, a Community Meeting was held by the applicant. Approximately 120 people attended, as well as District #1 Commissioner Boyd, the District #1 representative from the BZA, and Staff. Generally, those in attendance were opposed to the project. Concerns raised by the attendees included:
 - Environmental impacts to the wetlands and Lake Mable;
 - Encroachment of incompatible non-residential uses into a residential area;
 - Traffic;
 - Noise and light pollution;
 - The amount of fill and the height of the structure being incompatible with the existing one story construction;
 - Lack of available utilities;
 - Flooding from the site development;
 - Loss of wildlife corridor;
 - May be a catalyst for more non-residential development like schools, day care, private recreation facilities (indoor & outdoor), etc.; and,
 - Loss of wildlife habitat.

STAFF RECOMMENDATION:

Staff has concerns about this request. Specifically, staff is concerned with the introduction of a non-residential use into a predominantly rural residential area. There is a significant amount of undeveloped land in close proximity to the subject property which could be developed through the Special Exception process with such uses as

schools, daycare centers, etc. In addition, the location of the site being on Lake Mable could create a potential for someone to request a Special Exception for a private recreational facility.

However, should the BZA find that the request satisfies the criteria for the granting of a Special Exception, staff recommends that the following conditions be included in their recommendation:

- 1. Development in accordance with site plan dated May 3, 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. There shall be no impacts or encroachments to any Orange County Conservation Areas unless approved by Orange County. This includes foot paths/trails, paved or unpaved;
- 6. Signage shall be in accordance with Chapter 31.5, Orange County Code. However, no electronic message center shall be permitted;
- 7. Any expansions of the use shall require BZA approval;
- 8. No more than four (4) outdoor special events per calendar year between the hours of 8:00 a.m. to 9:00 p.m. This shall include outdoor prayer services;

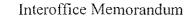
- 9. No outdoor speakers or other audio amplification under any circumstances, including outdoor special events;
- 10. The project shall comply with Article XVI of Chapter 9 of the Orange County Code, Exterior Lighting Standards. All lighting shall be directionally downlit including any security lighting mounted to the building. The height of any Light poles will be the lowest possible to provide adequate lighting for safety;
- 11. Capacity in the main worship area shall be limited to 120 persons per the site plan. Any expansion shall require approval by the BZA;
- 12. Approval of this request does not constitute approval of the use of septic tanks and wells. The use of septic tanks and wells shall be in accordance with all applicable regulations;
- 13. The building shall be finished in muted earth tones;
- 14. All overflow parking shall be contained on the subject site, and shall not be located in any required landscape areas, buffers, and yards. No off-site parking on adjacent lots shall be permitted. No parking shall encroach into any Conservation Areas. No parking shall take place in Winter Garden Vineland Road (SR 535) right-of-way;
- 15. With the exception of dead or dying trees, and those trees which must be removed to construct the parking lot and entrance, all existing trees along the front and sides of the lot shall be preserved beyond a point fifteen (15) feet from the footprint of the building. No trees shall be removed from the site prior to issuance of a building permit; and,
- 16. Failure to comply with the above conditions shall result in Code Enforcement action, not BZA action.
- cc: Hillary Hepp (Applicant's representative) Barrios Engineering, LLC 605 Delaney Ave., Suite C Orlando, FL 32801

Dr. M. A. Awan (Applicant's representative) Windermere Religion Center 4501 S. Semoran Blvd. Orlando, FL 32822

PUBLIC WORKS DEPARTMENT PUBLIC HEARING REPORTS AUGUST 23, 2016

<u>PETITION TO VACATE – PTV-16-02-001 – SCOTT M. GENTRY, OF KELLY, COLLINS &</u> <u>GENTRY, INC., ON BEHALF OF KB HOME ORLANDO, LLC – DISTRICT 1</u>

The petitioner requests that Orange County vacate a portion of an unopened and unimproved 30 ft wide right-of-way known as Ficquette Road containing approximately 0.01 acres. The portion of right-of-way requested for vacation is part of the old Ficquette Road alignment and is no longer needed by Orange County for roadway purposes. The petitioner wishes to vacate in order to allow for the future development of the "Vineyards of Horizons West Phase 2B" subdivision.





DATE: August 23, 2016

TO: Mayor Teresa Jacobs -AND-Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department

SUBJECT: PETITION TO VACATE PTV-16-02-001 – Scott M. Gentry, of Kelly, Collins & Gentry, Inc., on behalf of KB Home Orlando, LLC

Reason For Vacation

The petitioner requests that Orange County vacate a portion of an unopened and unimproved 30 ft wide right-of-way known as Ficquette Road containing approximately 0.01 acres. The portion of right-of-way requested for vacation is part of the old Ficquette Road alignment and is no longer needed by Orange County for roadway purposes. The petitioner wishes to vacate in order to allow for the future development of the "Vineyards of Horizons West Phase 2B" subdivision.

Location of Property/Legal Description

The property lies south of Winter Garden Vineland Road and west of Ficquette Road. Public interest was created per a Right-of-Way Agreement, as recorded in Deed Book 1015, Page 147, of the Public Records of Orange County, Florida. The parcel is unaddressed and it lies in District 1.

Statement of No Objection

The Real Estate Management, Engineering, Transportation Planning, Roads and Drainage and Environmental Protection Divisions have consented to the request. All utility providers have also consented. The Relationship Disclosure and Specific Expenditure forms have been submitted.

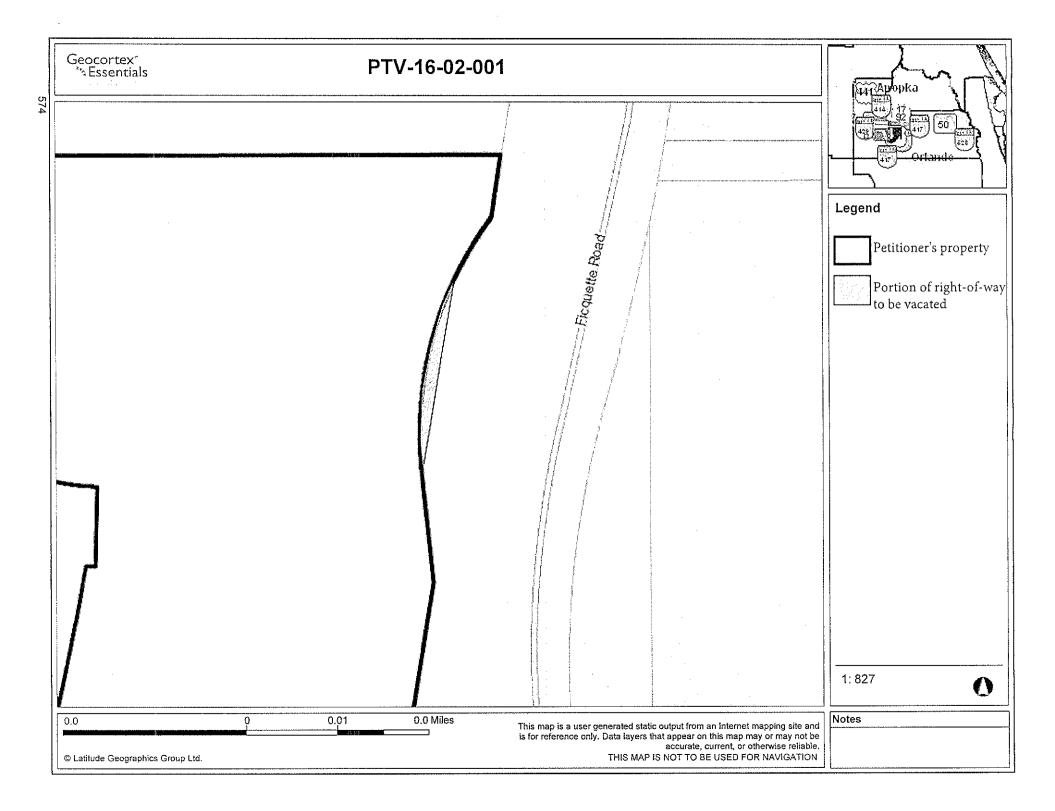
Staff Findings

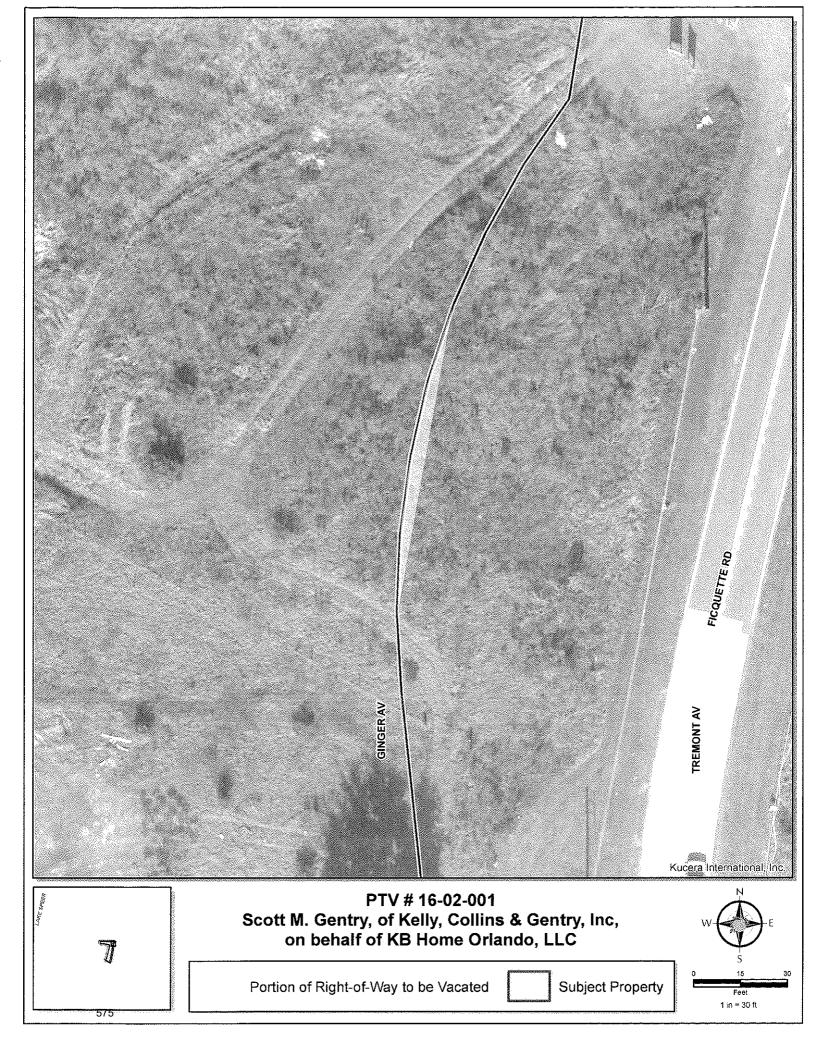
There appears to be no visible improvements within the portion of right-of-way requested for vacation.

Staff Recommendations

Approval of this request will have no adverse effect on Orange County. Staff has no objection to this request.

ACTION REQUESTED: APPROVAL OF PTV-16-02-001 - DISTRICT 1





PUBLIC WORKS DEPARTMENT PUBLIC HEARING REPORTS AUGUST 23, 2016

<u>PETITION TO VACATE – PTV-15-12-027 – RYAN MACDONALD, ON BEHALF OF DR</u> <u>HORTON, INC. – DISTRICT 4</u>

The petitioner requests that Orange County vacate a portion of an opened and improved 60 ft wide rightof-way known as Ward Road containing approximately 0.144 acres. As part of the Bishop Landing subdivision construction, the realignment of Ward Road was necessary to provide adequate separation between the road and the property line to accommodate utilities, drainage and sidewalks. During construction of the re-alignment of the road, a survey error was discovered which impacted the residential development. The petitioner wishes to vacate in order to accommodate the proposed single family residential development along Ward Road.



Interoffice Memorandum

DATE: August 23, 2016
TO: Mayor Teresa Jacobs -AND-Board of County Commissioners (BCC)
FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department Jourgan C 1/LLA
SUBJECT: PETITION TO VACATE PTV-15-12-027 – Ryan MacDonald, on behalf of DR Horton, Inc.

Reason For Vacation

The petitioner requests that Orange County vacate a portion of an opened and improved 60 ft wide right-of-way known as Ward Road containing approximately 0.144 acres. As part of the Bishop Landing subdivision construction, the realignment of Ward Road was necessary to provide adequate separation between the road and the property line to accommodate utilities, drainage and sidewalks. During construction of the re-alignment of the road, a survey error was discovered which impacted the residential development. The petitioner wishes to vacate in order to accommodate the proposed single family residential development along Ward Road.

Location of Property/Legal Description

The property lies north of the Osceola County line and west of Boggy Creek Road. Public interest was created per a Right-of-Way Agreement, as recorded in Deed Book 929, Page 507, of the Public Records of Orange County, Florida. The parcel address is 14850 Ward Road and it lies in District 4.

Statement of No Objection

The Real Estate Management, Engineering, Transportation Planning and Environmental Protection Divisions have consented to the request. The Roads and Drainage Division has also consented to the request subject to a drainage easement being dedicated over the existing drainage structure (wing wall) adjacent to Ward Road. All utility providers have also consented. The Relationship Disclosure and Specific Expenditure forms have been submitted.

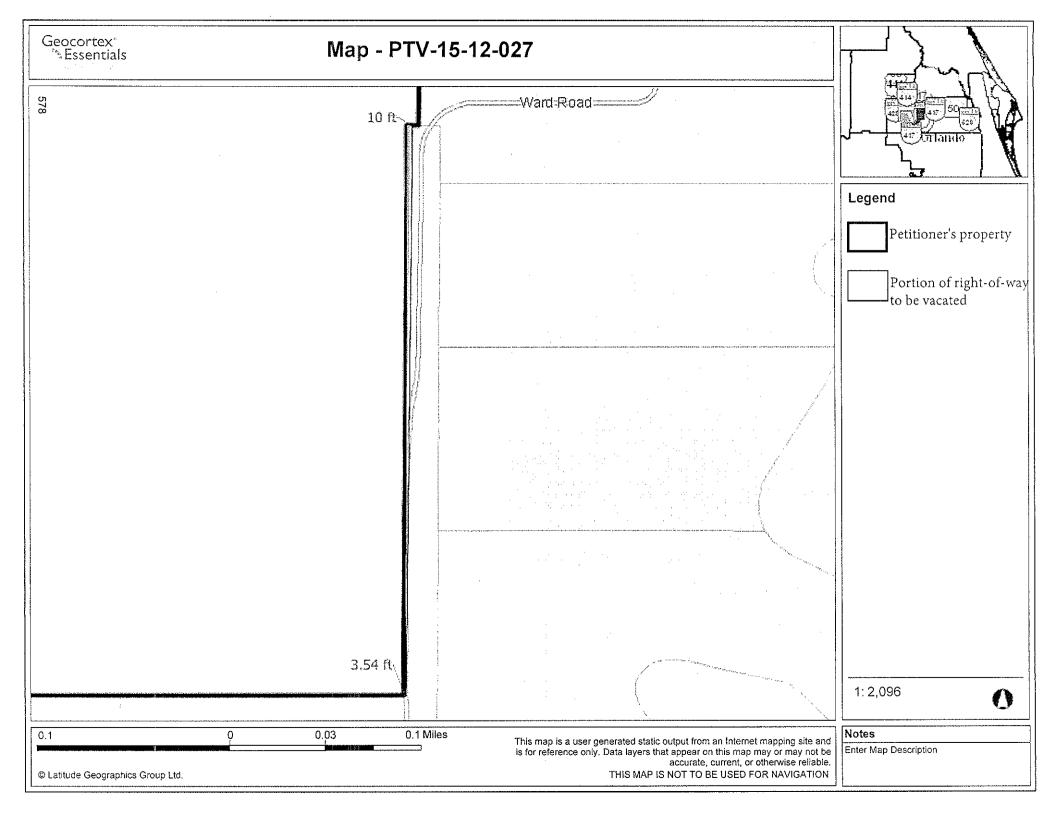
Staff Findings

There is a drainage structure (wing wall) within the northern end of the portion of right-ofway requested for vacation. A drainage easement will be dedicated to Orange County over the existing structure by the Bishop Landing Phase 1 plat.

Staff Recommendations

Approval of this request will have no adverse effect on Orange County. Staff has no objection to this request.

ACTION REQUESTED: APPROVAL OF PTV-15-12-027 – DISTRICT 4





Orlanda []	PTV # 15-12-027 Ryan MacDonald, on behalf of DR Horton, Inc.	W- S E
579	Portion of Right-of-Way to be Vacated Subject Property	0 60 120 Feet 1 in = 120 ft



August 8, 2016 TO: Mayor Teresa Jacobs -AND-**Board of County Commissioners** Jon V. Weiss, P.É., Director FROM: Community, Environmental and Development Services Department John Smogør, Chairman CONTACT PERSON: **Development Review Committee** Planning Division (407) 836-5616 SUBJECT: August 23, 2016 – Public Hearing Applicant: Bryan Potts, Tannath Design, Inc. The Home Depot at Lee Road & I-4 PSP Case # CDR-16-01-019

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of July 13, 2016, to approve a substantial change to the Home Depot at Lee Road & I-4 Preliminary Subdivision Plan to subdivide Lot 1 into two (2) lots and add 5,600 square feet of commercial entitlements in order to construct a RaceTrac service station.

In addition, the following waiver is requested from Section 38-1476 of the Orange County Code:

1) A waiver from Orange County Code Section 38-1476 is requested to allow 389 parking spaces on Lot 1, in lieu of 712 parking spaces.

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 Home Depot at Lee Road & I-4 PSP dated "Received July 14, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 2

CASE # CDR-16-01-019

Commission District # 2

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of July 13, 2016, to approve a substantial change to the Home Depot at Lee Road & I-4 Preliminary Subdivision Plan to subdivide Lot 1 into two (2) lots and add 5,600 square feet of commercial entitlements in order to construct a RaceTrac service station.

In addition, the following waiver is requested from Section 38-1476 of the Orange County Code:

1) A waiver from Orange County Code Section 38-1476 is requested to allow 389 parking spaces on Lot 1, in lieu of 712 parking spaces.

The applicant submitted a study as justification for the proposed reduction in parking, which was reviewed and approved by Transportation Division staff.

2. PROJECT ANALYSIS

A. Location:	North of Lee Road / West of Interstate 4
B. Parcel IDs:	02-22-29-6304-01-000
C. Total Acres:	11.65 acres (current Lot 1) 1.65 acres (proposed new lot)
D. Water Supply:	Winter Park
E. Sewer System:	Winter Park
F. Schools:	N/A
G. School Population:	N/A
H. Parks:	N/A
I. Proposed Uses:	127,876 square feet of commercial (current entitlements);
	5,600 square feet of commercial (proposed additional entitlements to new lot)
J. Site Data:	Maximum Building Height: 40' (1-story) Building Setbacks: 25' Front 10' Side (East) 20' Side (West) 15' Rear

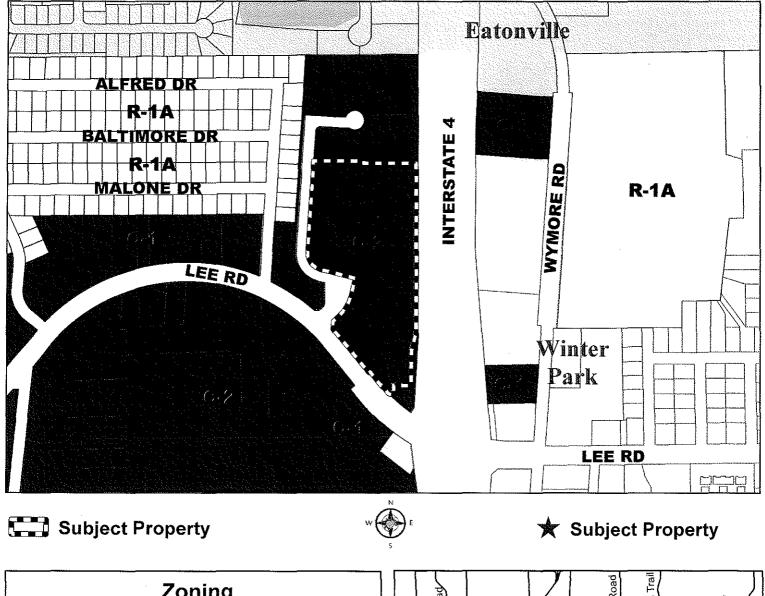
plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this Preliminary Subdivision Plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
- 5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
- 6. <u>Prior to construction plan approval, documentation must be provided certifying</u> that this project has the legal right to tie into the master drainage system.
- 7. 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.

- 8. <u>A Mobility analysis is required prior to obtaining building permit for the proposed</u> <u>development.</u>
- 9. 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.
- 10. Pole signs and billboards shall be prohibited. Unless otherwise waived by the Board of County Commissioners, ground signs shall be per the Master Sign Plan, and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
- 11. Outside sales, storage, and display shall be prohibited.
- 12. <u>A waiver from Orange County Code Section 38-1476 is granted to allow 389</u> parking spaces on Lot 1, in lieu of 712 parking spaces.
- 13. Approval of this Preliminary Subdivision Plan constitutes lot split approval.
- 14. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated September 18, 2001, shall apply:
 - a. The existing billboard shall be removed at the termination of the lease agreement (July 13, 2013), with no lease options to be exercised.
 - b. New development shall conform to the commercial design standards as adopted by the BCC on June 19, 2001.
 - c. The special exception allowing a heliport shall be voided with this PSP.
 - d. A waiver is granted to allow existing landscaping, parking, and setbacks for the existing buildings on Lots 2 and 3.
 - e. A waiver is granted on Lot 4 for existing parking, landscaping, and setbacks within the dedicated, unopened right-of-way for the Diplomat Circle Extension extending along the western boundary of Lot 4 to the northern boundary of Lot 4 until commencement of construction of the Diplomat Circle Extension. Upon redevelopment of Lots 2, 3, or 4, the waivers granted in conditions 7 and 8 shall cease to apply to the redeveloped lot or lots.

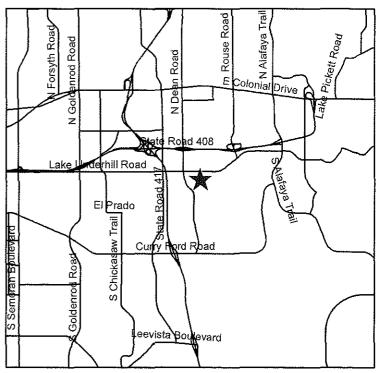
PSP-16-01-019

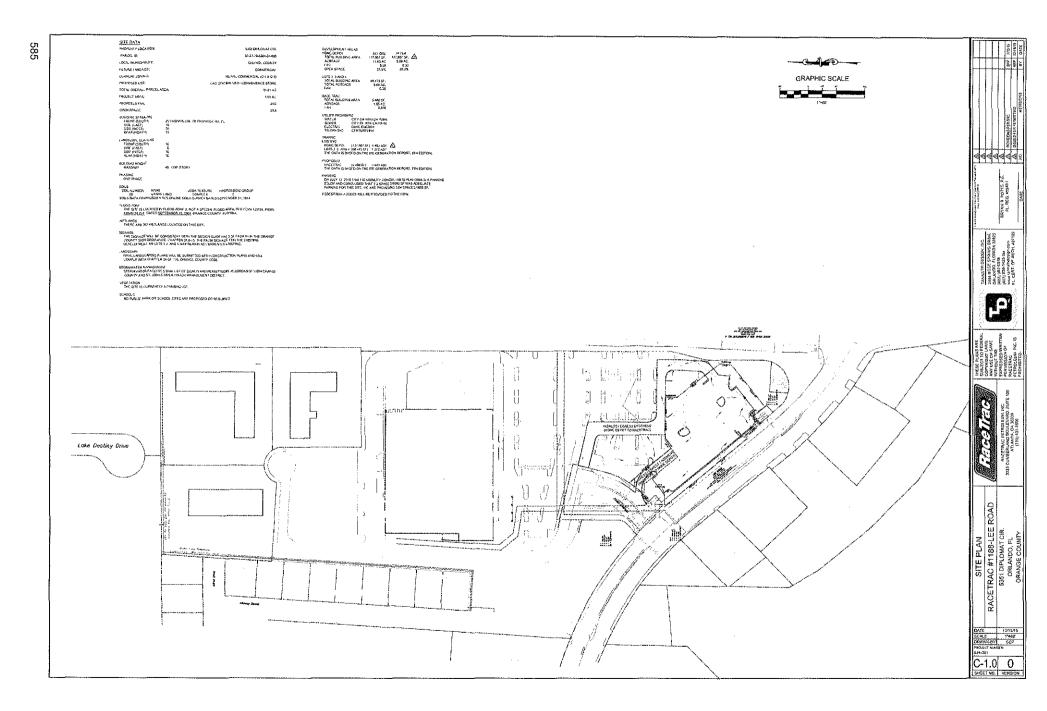


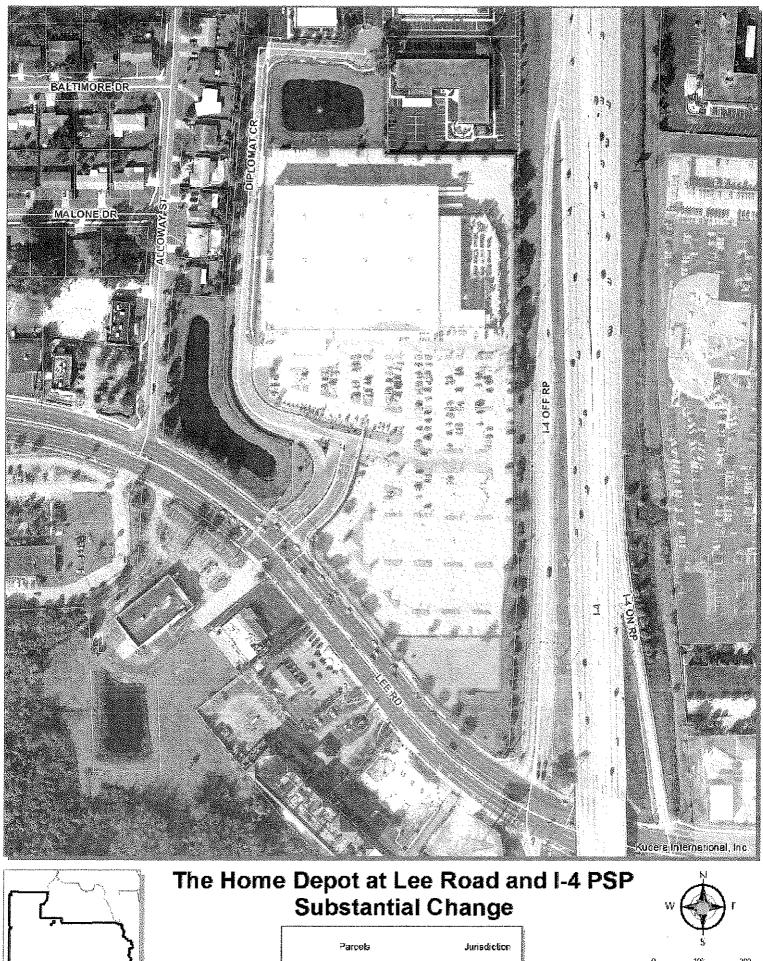
Zoning

- ZONING: C-2 (General Commercial District)
- APPLICANT: Bryan Potts, Tannath Design, Inc.
- LOCATION: North of Lee Road / West of Interstate 4
- TRACT SIZE: 11.65 acres
- DISTRICT: #2
- S/T/R: 02/22/29

1 inch = 500 feet

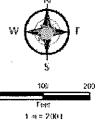






Subject Property

Hydrology[,]



-586



August 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:	August 23, 2016 – Public Hearing Applicant: Marc Stehli, Poulos & Bennett, LLC Twin Acres on Lake Underhill PD / Twin Acres on Lake Underhill Preliminary Subdivision Plan – Case # PSP-15-12-373

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of July 13, 2016, to approve the Twin Acres on Lake Underhill PD / Twin Acres on Lake Underhill Preliminary Subdivision Plan to subdivide 38.14 gross acres in order to construct one hundred two (102) detached single-family residential dwelling units.

In addition, the following waiver is requested from Section 34-209 of the Orange County Code:

1) A waiver from Orange County Code Section 34-209 is requested to allow for a five foot (5') high aluminum fence in lieu of the six foot (6') masonry wall along the frontage of Lake Underhill Road adjacent to the stormwater tract D-1.

A community meeting was held for this project on Wednesday, May 11, 2016.

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 Twin Acres on Lake Underhill PD / Twin Acres on Lake Underhill Preliminary Subdivision Plan dated "Received July 18, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 4

JVW/JS/Ime Attachments

CASE # PSP-15-12-373 Commission District # 4

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of July 13, 2016, to approve the Twin Acres on Lake Underhill PD / Twin Acres on Lake Underhill Preliminary Subdivision Plan to subdivide 38.14 gross acres in order to construct one hundred two (102) detached single-family residential dwelling units.

In addition, the following waiver is requested from Section 34-209 of the Orange County Code:

1) A waiver from Orange County Code Section 34-209 is requested to allow for a five foot (5') high aluminum fence in lieu of the six foot (6') masonry wall along the frontage of Lake Underhill Road adjacent to the stormwater tract D-1.

A community meeting was held for this project on Wednesday, May 11, 2016.

2. PROJECT ANALYSIS

Α.	Location:	South of Lake Underhill Road / East of South Dean Road
B.	Parcel ID:	32-22-31-0000-00-001; 32-22-31-0000-00-030; 32-22-31-0000-00-031; 32-22-31-0000-00-032; 32-22-31-0000-00-033
C.	Total Acres:	38.14
D.	Water Supply:	Orange County Utilities
E.	Sewer System:	Orange County Utilities
F.	Schools:	Cypress Springs ES - Capacity: 832 / Enrollment: 792 Legacy MS - Capacity: 1,137 / Enrollment: 932 University HS - Capacity: 2,533 / Enrollment: 3,165
G.	School Population:	45
H.	Parks:	Downey Park – 2.2 Miles
1.	Proposed Use:	102 Single-Family Detached Residential Dwelling Units
J.	Lot Dimension:	Maximum Building Height: 35' Minimum Living Area: 1,200 Square Feet Building Setbacks: 25' PD Perimeter

- 10' Front Porch 17' Front 20' Front Garage 20' Rear 5' Side 10' Side Street
- K. Fire Station: 83 11950 Lake Underhill Road
- L. Transportation: There is a capacity reservation certificate on file for this project for 10,000 square feet of retail use and 110,800 square feet of light industrial use. This certificate expires 6/21/2018. There is no capacity encumbrance letter on file pertaining to residential uses. An approved CEL is required prior to obtaining building permit.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of (PD-C/LMDR) Planned Development – Commercial / Low Medium Density Residential. The proposed use is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development District) (Twin Acres on Lake Underhill PD)

5. REQUESTED ACTION:

Approval subject to the following conditions:

- 1. Development shall conform to the Twin Acres on Lake Underhill PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Twin Acres on Lake Underhill Preliminary Subdivision Plan dated "Received July 18, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received July 18, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
- 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

DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016

Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
- 5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

- 6. <u>A Development Plan shall be submitted and approved for the park tract located</u> within this PSP and the park shall be constructed prior to issuance of Certificate of Completion for any phase.
- 7. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
- 8. Length of stay shall be for 180 days or greater. Short term/transient rental shall be prohibited.
- 9. <u>A current title opinion shall be submitted to the County for review and approval as part of any Construction Plan submittal.</u>
- 10. The stormwater management system shall be designed to retain the 100year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
- 11. <u>A mandatory pre-application/sufficiency review meeting for the plat shall be</u> required prior to plat submittal, but after approval of the site construction plans. <u>The applicant shall resolve</u>, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.
- 12. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.
- 13. <u>A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries county Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective</u>

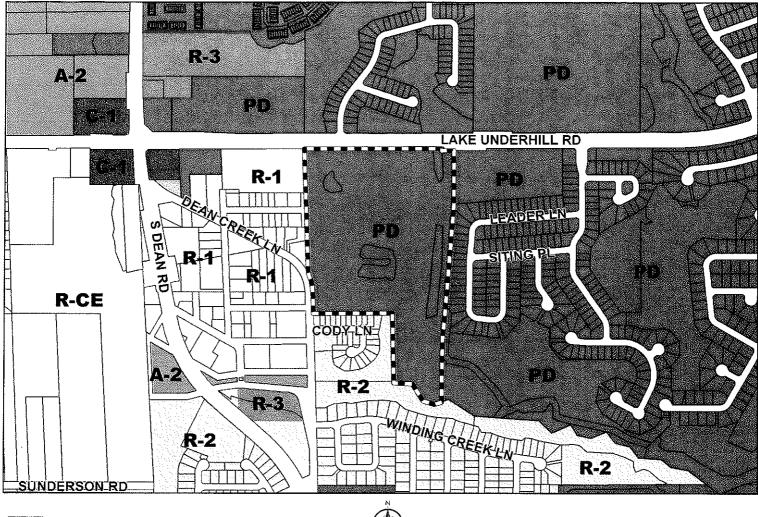
date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.

- 14. Future commercial development will be required to join the MSBU for the stormwater system.
- 15. <u>A Master Utility Plan (MUP) for the PD shall be submitted to Orange County</u> <u>Utilities at least thirty (30) days prior to submittal of the first set of construction</u> plans. The MUP must be approved prior to Construction Plan approval. The <u>MUP shall outline any areas of soil or groundwater contamination and shall list</u> <u>any constraints on development or construction methods.</u>
- 16. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
- 17. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
- 18. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
- 19.<u>All wetlands must have an average 25-foot buffer (minimum 15-feet in limited locations) or indicate alternative means to avoid secondary impacts or submit a wetland impact permit.</u>
- 20. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form

shall be sent to the Florida Department of Environmental Protection by the developer.

- 21. 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).
- 22. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.
- 23. This site shall comply with the Florida Department of Environmental Protection Excavation and Disposal Plan as approved by FDEP on April 22, 2015.
- 24. <u>All development on this site shall comply with the guidelines established in the</u> most recent edition of, "Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida" published by the Florida Department of Environmental Protection.
- 25. <u>The Covenants, Conditions, and Restrictions (CC&Rs) shall contain notification</u> of the closed Cloyd Dairy Waste Disposal area located east and northeast of this <u>site.</u>
- 26. The covenants, conditions, and restrictions (CC&Rs) shall contain notification that areas of buried solid waste were located on this site and removed following the Florida Department of Environmental Protection guidelines.
- 27. This site shall comply with the "Agreement Concerning Development of Twin Acres on Lake Underhill PD," as approved by the Orange County Board of County Commissioners on June 2, 2015.
- 28. The covenants, conditions, and restrictions (CC&Rs) shall include notification to the homebuyers and HOA/POA that neither potable wells nor irrigation wells using local groundwater will be allowed on site.
- 29. <u>A waiver from Orange County Code Section 34-209 is granted to allow for a five</u> (5) foot high aluminum fence, in lieu of a six (6) foot masonry wall, along the frontage of Lake Underhill Road adjacent to the stormwater tract D-1.

PSP-15-12-373



Subject Property

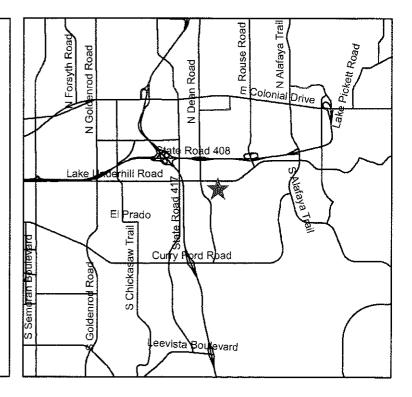


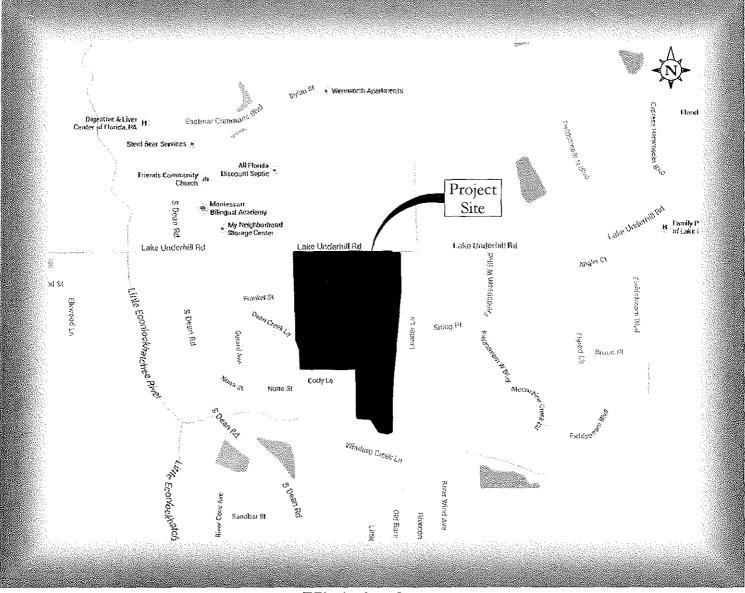
★ Subject Property

Zoning

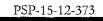
ZONING:PD (Planned Development District)
(Twin Acres on Lake Underhill PD)APPLICANT:Marc Stehli, Poulos & Bennett, LLCLOCATION:South of Lake Underhill Road /
East of S. Dean RoadTRACT SIZE:38.14 acresDISTRICT:#4S/T/R:32/22/31

1 inch = 750 feet





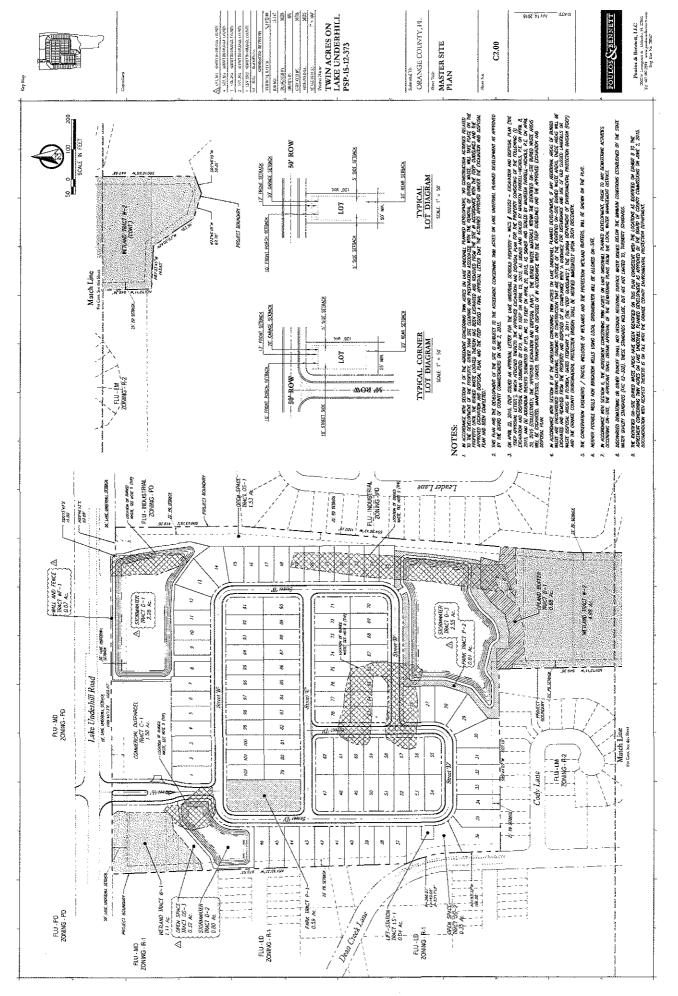
 $\frac{\text{Vicinity Map}}{\text{Scale: 1"} = 1,000'}$



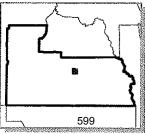


2602 East Livingston Street, Orlando, FL 32803 Tel. 407.487.2594 www.poulosandbennett.com

Koy kita	CaseStant	Action of our autone i new action of the action of the action action of the action of the action action of the action of the	stemmal Ta CRANGIS COUNTY, FI. CRANGIS COUNTY, FI. LAND USE TABLES TABLES Steer Sto	Product Reserved The Product of the	Union and a second seco
	Description Field (1016	NOT AN ADVECTION OF A DEVICE TO A DEVICE A DEVIC	And The second second second second second second second second second second second second second second second second second second sec	 Нак. колона к лената на ускономиста. на казата по колона и по колона и по колона ко Колона колона кол	4. ALL KY (RAZ NZ CHALX / I'M) INF PAR COMPANY AND A COMPANY
	Determenting Determenting Determenting Determenting Determine Determine Dete	STE / LOT DATA. 27-2000/CONSTANT LAPON CONSTANT AND CONSTANT CONS	2010 AND THE STATE STATE AND AND AND AND AND AND AND AND AND AND		







Twin Acres on Lake Underhill PD Twin Acres on Lake Underhill PSP

Parcels

Jurisdiction

V Feet 1 in = 300 ft

Subject Property

Hydrology



Interoffice Memorandum

August 11, 2016

TO:	Mayor Teresa Jacobs -AND- Board of County Commissioners
FROM:	Jon V. Weiss, P.E., Director Community, Enfrironmental and Development
	Services Department
CONTACT PERSON:	John Smogor, Chairman Development Review Committee Planning Division (407) 836-5616
SUBJECT:	August 23, 2016 - Public Hearing Tyrone K. Smith, OCPS

The Hubbard Construction Planned Development (PD) (*aka "OCPS Pine Hills Bus Compound PD"*) contains approximately 72 gross acres generally located on the west side of North Pine Hills Road, north of North Lane and south of Clarcona Ocoee Road. The overall PD has existing land use entitlements for 165,000 square feet of commercial use, 179,800 square feet of office / industrial use, and 287 multi-family residential dwelling units.

Hubbard Construction Planned Development (PD)

Substantial Change - Case # CDR-16-02-069 / District 2

With this PD substantial change, the applicant is seeking to amend the development program in order to accommodate a transportation bus compound by increasing office / industrial uses to 565,000 square feet (an increase of 385,000 square feet) and eliminating multi-family residential use.

A community meeting was held for this request on Monday, April 25, 2016 at Evans High School. As summarized in the attached staff report, the request then received a recommendation of approval by the Development Review Committee (DRC) on June 22, 2016, subject to conditions.

August 23, 2016 - Public Hearing Tyrone K. Smith, Orange County Public Schools Hubbard Construction PD Substantial Change – Case # CDR-16-02-069 / District 2 Page 2 of 2

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 Hubbard Construction Planned Development / Land Use Plan (PD/LUP) dated "Received July 7, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 2

Attachment

DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016

CASE # CDR-16-02-069

Commission District: #2

GENERAL INFORMATION

APPLICANT Tyrone K. Smith, Orange County Public Schools

OWNER School Board of Orange County Florida

PROJECT NAME Hubbard Construction Planned Development / Land Use Plan (PD/LUP)

PARCEL ID NUMBERS 06-22-29-5844-00-411

TRACT SIZE 71.78 gross acres (overall PD)

LOCATION

5140 North Pine Hills Road; generally located on the west side of North Pine Hills Road, north of North Lane and south of Clarcona Ocoee Road.

REQUEST A PD substantial change to amend the existing development program in order to accommodate a transportation bus compound by increasing office / industrial uses to 565,000 square feet (an increase of 385,000 square feet) and eliminating multi-family residential use. A comparison table of the current and proposed development program is shown in the following table:

Development Program Comparison Table

Use	Current	Proposed
Commercial	165,000 sq. ft.	165,000 sq. ft.
Office / Industrial	179,800 sq. ft.	565,000 sq. ft.
Multi-Family	287 units	0 units

PUBLIC NOTIFICATION A notification area extending beyond fifteen hundred (1,500) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. One thousand two hundred thirty-six (1,236) notices were mailed to those property owners in the notification buffer area. A community meeting was also held for this request on April 25, 2016 (see community meeting summary below).

IMPACT ANALYSIS

Special Information

The Hubbard Construction Planned Development (PD) (*aka "OCPS Pine Hills Bus Compound PD"*) contains approximately 72 gross acres generally located on the west side of North Pine Hills Road, north of North Lane and south of Clarcona Ocoee Road. The overall PD has existing land use entitlements for 165,000 square feet of commercial use, 179,800 square feet of office / industrial use, and 287 multi-family

residential dwelling units.

Through this PD substantial change, the applicant is seeking to amend the development program in order to accommodate a transportation bus compound by increasing office / industrial uses to 565,000 square feet (an increase of 385,000 square feet) and eliminating multi-family residential use.

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 PD has an underlying Future Land Use Map (FLUM) designation of Medium Density Residential (MDR) and Office (O). The PD was originally approved in 1986. Per CP Policy FLU8.1.5, PDs approved prior to the 1991 CP adoption are considered to be consistent with CP.

Community Meeting Summary

A community meeting was held on Monday, April 25, 2016 at Evans High School, with approximately five (5) residents in attendance. Residents asked informational questions about the proposal and site access, but no issues or concerns were raised.

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

This site is located within the geographical limits of the Wekiva Study Area, as established by the Wekiva Parkway and Protection Act, Section 369.316 F.S. Special area regulations may apply. These requirements may reduce the total net developable acreage. Regulations include, but are not limited to: septic tank criteria, open space requirements, stormwater treatment, upland preservation, setbacks related to karst features and the watershed, and aquifer vulnerability.

Wetlands and surface water are present on site. Provide copies of the documents submitted to the Water Management District and/or the Florida Department of Environmental Protection as part of the Environmental Resource Permitting process to the Orange County Environmental Protection Division.

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC).

This project is located adjacent to the closed Pine Hills Municipal Landfill and Clark Landfill. If any buried waste is encountered while clearing, grading or during construction on this site, then follow the procedures detailed in "Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida" published by the Florida Department of Environmental Protection (FDEP), most recent edition. The FDEP and the Orange County Environmental Protection Division (OCEPD) shall be notified immediately upon such discovery.

Fuel storage tanks and on-site fuel handling activities that could result in spills shall comply with all applicable state code. These activities shall include but are not limited to protection from fuel transfer spills caused by either delivery trucks, fuel transfer activities or other fuel system malfunctions. If any new storage tanks are planned for this location, or if any storage tanks have been installed without proper permitting, then the site shall comply with the Florida Department of Environmental Protection (FDEP) regulations: Chapter 62-761, F.A.C. Petroleum Storage Systems (USTs), Chapter 62-762, F.A.C. Petroleum Storage Systems (ASTs), Chapter 62-780, F.A.C. Petroleum Contamination Site Cleanup Criteria, and Chapter 62-777, F.A.C. Contaminant Cleanup Target Levels. Comply with all notification requirements as specified through contact with the Orange County Environmental Protection Division.

Transportation / Concurrency

This project is located within the Alternative Mobility Area and is exempt from transportation concurrency; however, final approval from the concurrency management office is required prior to obtaining building permit.

Schools

This request would not result in any Orange County Public School (OCPS) impacts.

Parks and Recreation

The Orange County Trails Master Plan identifies the Pine Hills Trail passing through the property along the existing utility corridor, and has been identified on the PD/LUP.

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 - (June 22, 2016)

Make a finding of consistency with the Comprehensive Plan (CP) and approve a substantial change to the Hubbard Construction Planned Development / Land Use Plan (PD/LUP) dated "Received July 7, 2016", subject to the following conditions:

 Development shall conform to the Hubbard Construction Planned Development / Land Use Plan (PD/LUP) dated "Received July 7, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be

DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016

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 of this land use plan and the land use plan dated "Received July 7, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.

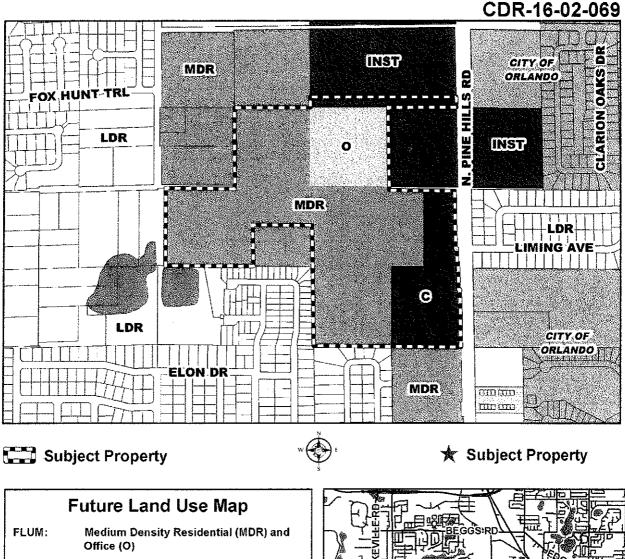
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, 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. <u>A current Level One Environmental Site Assessment (ESA) and current title opinion</u> <u>shall be submitted to the County for review and approval as part of any Preliminary</u> <u>Subdivision Plan (PSP) and /or Development Plan (DP) submittal.</u>
- 7. <u>All acreages regarding conservation areas, wetland buffers and conservation encroachments are considered approximate until finalized through the Water Management District and/or the Florida Department of Environmental Protection environmental resource permitting process. Approval of this plan does not authorize any direct or indirect conservation area impacts.</u>
- 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. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division (EPD) of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.
- 10. The developer shall obtain water and wastewater service from Orange County.
- 11. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
- 12. Access locations shall be justified and shall require approval from Public Works at Development Plan submittal.
- 13. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated March 7, 2000, shall apply:

- a. Development plans for the school board facility shall be submitted to the Development Review Committee for review and approval.
- b. All conditions approved at the July 21, 1986, Board of County Commissioners' meeting shall apply.
- 14. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated July 21, 1986, shall apply:
 - a. A minimum twenty-five (25) foot wide landscape buffer shall be provided around the perimeter of the project. A six (6) foot high landscape screen shall be provided within said buffer along the West and South property boundaries. The determination of the adequacy of the landscape screen and landscape material requirements will be made during the Development Plan Review stage.
 - b. Maximum height of structures shall be as follows:
 - 1) Office Distribution: 45 feet
 - 2) One story for all structures within 100 feet of adjacent single-family-zoned land.
 - c. Access rights to adjacent public roads shall be dedicated to Orange County, except at locations shown on Land Use Plan.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (March 7, 2000)

Upon a motion by Commissioner Hartage, seconded by Commissioner Hoenstine and carried with County Chairman Martinez and Commissioners Freeman, Johnson, Hoenstine, Edwards, and Hartage voting AYE by voice vote; Commissioner Sindler voting NO by voice vote; the Board approved the request by W.B.Q. Design & Engineering, Inc.; Hubbard Construction Planned Development/Land Use Plan (PD/LUP); to amend the LUP to exchange approximately 7.5 acres of multi-family (at 7.5 units per acre) for commercial and office/industrial uses; additionally, the office/industrial site shall accommodate an expansion of the existing school bus maintenance and storage yard; which constitutes a substantial change to the development on the above-described property; subject to conditions.



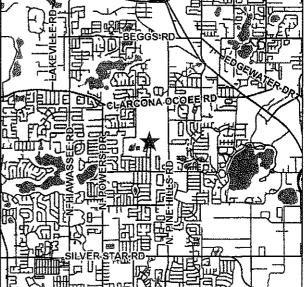
7

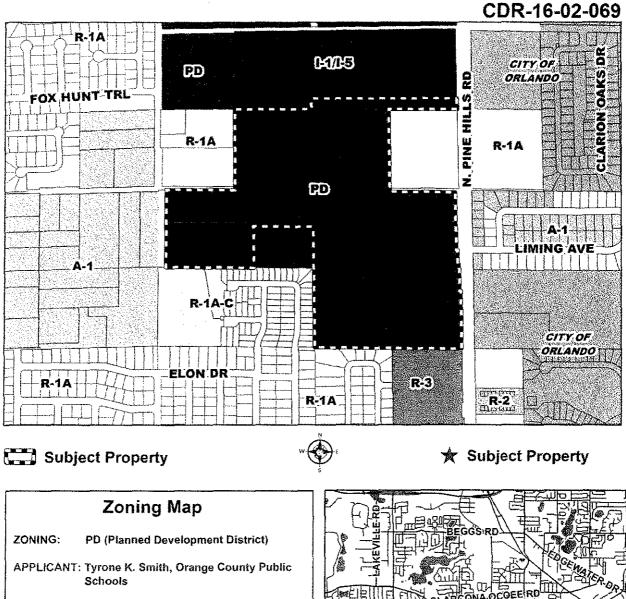
- APPLICANT: Tyrone K. Smith, Orange County Public Schools
- LOCATION: 5140 North Pine Hills Road; generally located on the west side of North Pine Hills Road, north of North Lane and south of Clarcona Ocoee Road
- TRACT SIZE: 71.78 gross acres (overall PD)

DISTRICT: # 2

S/T/R: 06/22/28

1 inch = 667 feet





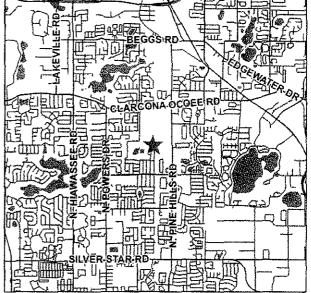
LOCATION: 5140 North Pine Hills Road; generally located on the west side of North Pine Hills Road, north of North Lane and south of Clarcona Ocoee Road

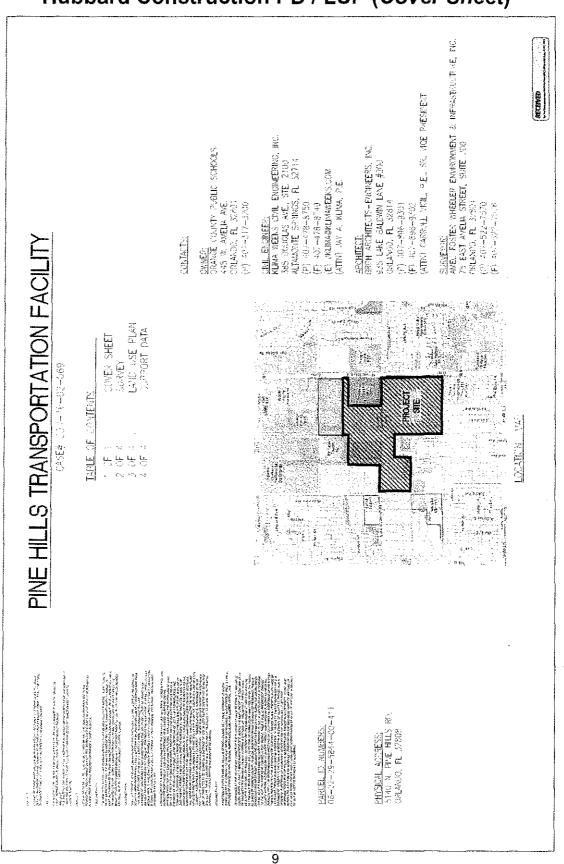
TRACT SIZE: 71.78 gross acres (overall PD)

DISTRICT: # 2

S/T/R: 06/22/28

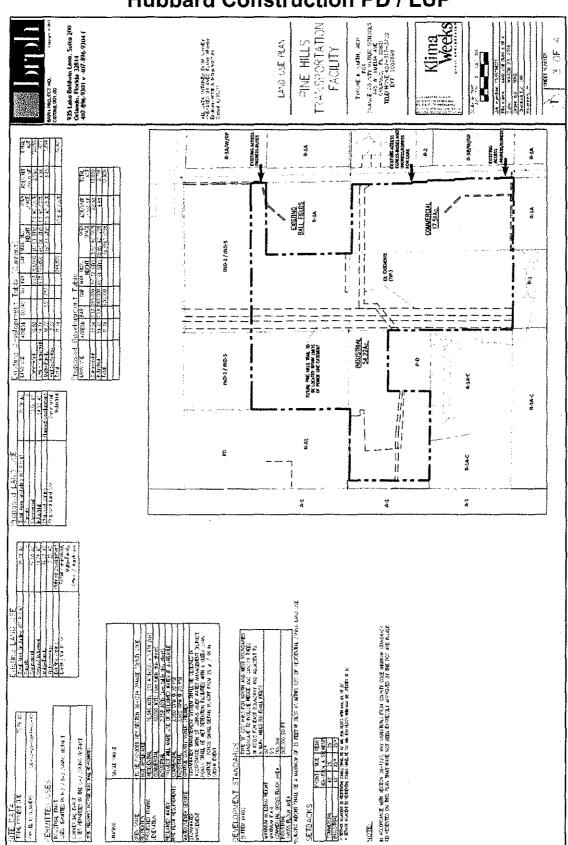
1 inch = 667 feet



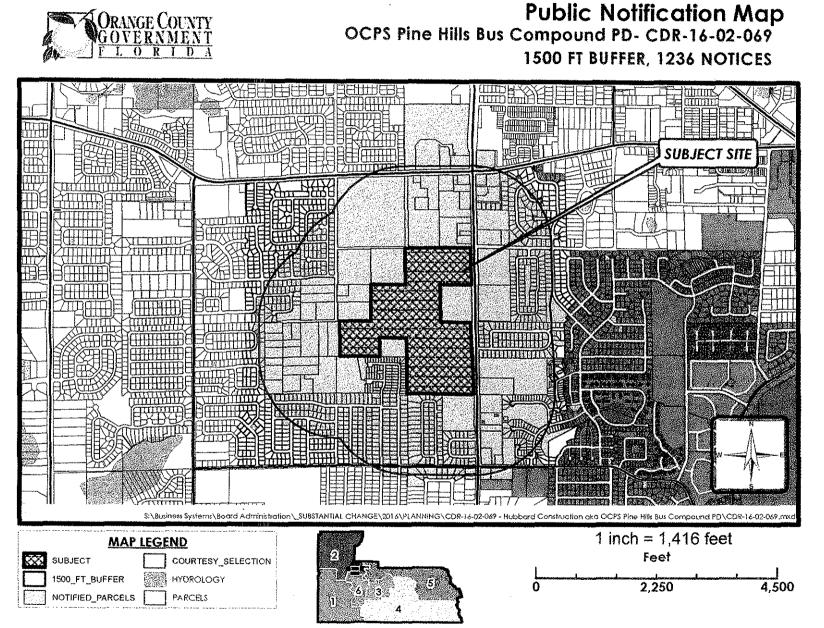


Hubbard Construction PD / LUP (Cover Sheet)

DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016



Hubbard Construction PD / LUP



Notification Map

DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016

<u>~</u>

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

August 11, 2016	
ТО:	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:	August 23, 2016 - Public Hearing

SUBJECT: August 23, 2016 - Public Hearing Rick Baldocchi, P.E Thompson Road Planned Development (PD) Substantial Change – Case # CDR-16-04-163 / District 2

The 27.40-acre Thompson Road Planned Development was originally approved on August 3, 2004, and has existing development entitlements for 100 single-family and 120 multi-family / senior adult dwelling units.

Through this PD substantial change, the applicant is seeking to remove an existing agerestriction (senior adults) for 120 previously approved multi-family residential dwelling units; and to grant a waiver from Orange County Code Section 38-79(24) to allow a single structure containing a maximum of one-hundred twenty (120) multi-family dwelling units, in lieu of the maximum of four (4) dwelling units contained in any combination of attached dwellings and their customary uses. If approved, this request would continue to provide for a total of 100 single-family and 120 multi-family multi-family residential units within the PD.

As summarized in the attached staff report, this request received a recommendation of approval by the Development Review Committee (DRC) on June 22, 2016, subject to conditions.

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 Thompson Road Planned Development / Land Use Plan (PD/LUP) dated "Received June 10, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 2

Attachment

DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016

CASE # CDR-16-04-163

Commission District: #2

GENERAL INFORMATION

- APPLICANT Rick Baldocchi, P.E.
- OWNER Thompson Road, LLC
- PROJECT NAME Thompson Road Planned Development / Land Use Plan (PD/LUP)
- PARCEL ID NUMBERS 11-21-28-0000-00-005; 11-21-28-0000-00-007; 11-21-28-0000-00-233; and 11-21-28-0000-00-246
- TRACT SIZE 27.4 gross acres
- LOCATION Generally located east of Thompson Road, approximately 1,300 feet north of East Semoran Boulevard.
- **REQUEST** A PD substantial change to remove an existing age-restriction (senior adults) for 120 previously approved multi-family residential dwelling units; and to grant a waiver from Orange County Code to allow a single structure containing a maximum of one-hundred twenty (120) multi-family dwelling units, in lieu of the maximum of four (4) dwelling units contained in any combination of attached dwellings and their customary uses.
- **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*]. Two-hundred eleven (211) notices were mailed to those property owners in the notification buffer area.

IMPACT ANALYSIS

Special Information

The 27.40-acre Thompson Road Planned Development was originally approved on August 3, 2004, and has existing development entitlemets for 100 single-family and 120 multi-family / senior adult dwelling units.

Through this PD substantial change, the applicant is seeking to remove an existing agerestriction (senior adults) for 120 previously approved multi-family residential dwelling units; and to grant a waiver from Orange County Code Section 38-79(24) to allow a single structure containing a maximum of one-hundred twenty (120) multi-family dwelling units, in lieu of the maximum of four (4) dwelling units contained in any combination of attached dwellings and their customary uses. If approved, this request would continue to provide for a total of 100 single-family and 120 multi-family residential units within the PD.

Land Use Compatibility

The proposed substantial change request would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Low-Medium Density Residential (LMDR). The PD substantial change is consistent with the underlying FLUM designation and all applicable CP provisions; however, future development will be subject to the Wekiva Study Area provisions which require 35% dedicated open space.

Overlay District Ordinance

The subject property is located within the Wekiva Study Area.

Rural Settlement

The subject property is not located within Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

Wekiva Study Area – This site is located within the Wekiva Study Area, as established by the Wekiva Parkway and Protection Act, Section 369.316 F.S. Additional environmental regulations apply. These requirements may reduce the total net developable acreage. Regulations include, but are not limited to: septic tank criteria, open space requirements, stormwater treatment, upland preservation, setbacks related to karst features and the watershed, and aquifer vulnerability. In addition to the state regulations, local policies are included in Orange County Comprehensive Plan 2010-2030 Destination 2030, Future Land Use Element (but not limited to) Objective FLU6.6 Wekiva and the related policies.

Transportation / Concurrency

Based on the Concurrency Management System database dated 05-18-16, there is one failing roadway within a one mile radius of this project. A traffic study will be required prior to obtaining a CEL. Therefore, 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 issuance of the initial certificate of occupancy. A decision to approve this plan shall not be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

Schools

Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board on July 26, 2016.

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 - (June 22, 2016)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Thompson Road Planned Development / Land Use Plan (PD/LUP) dated "Received June 10, 2016", subject to the following conditions:

- 1. Development shall conform to the Thompson Road Planed Development / Land Use Plan dated "Received June 10, 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 Thompson Road 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 June 10, 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 at a public hearing where the development was considered and approved.
- 3. <u>Pursuant to Section 125.022</u>, 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.

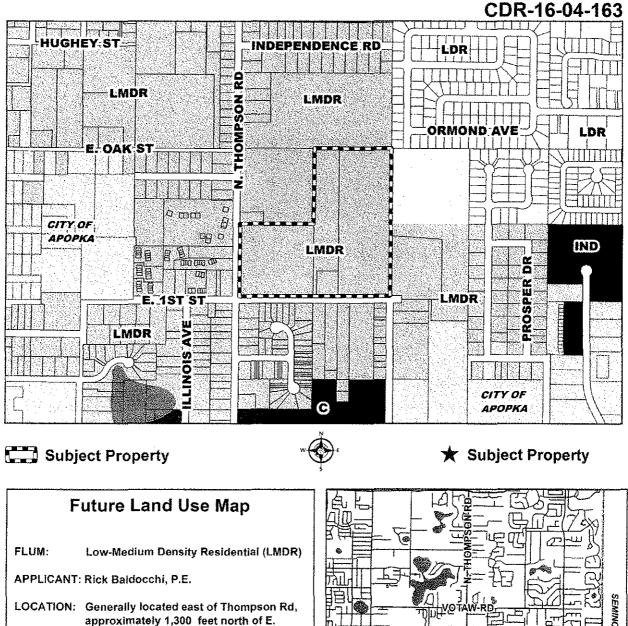
- 4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues 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. <u>A current Level One Environmental Site Assessment (ESA) and current title opinion</u> shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
- 7. The following Education Condition of Approval shall apply:
 - a. <u>Developer shall comply with all provisions of the Capacity Enhancement</u> Agreement entered into with the Orange County School Board as of 07-26-2016.
 - 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 zero (0) 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.

- c. 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.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. <u>Orange County shall be held harmless by the developer and its successor(s)</u> <u>and/or assign(s) under the Capacity Enhancement Agreement, in any dispute</u> <u>between the developer and Orange County Public Schools over any</u> <u>interpretation or provision of the Capacity Enhancement Agreement.</u>
- e. <u>Prior to or concurrently with the County's approval of the plat, documentation</u> <u>shall be provided from Orange County Public Schools that this project is in</u> <u>compliance with the Capacity Enhancement Agreement.</u>
- 8. <u>A waiver from Orange County Code Section 38-79(24) is granted to allow a single structure containing a maximum of one-hundred twenty (120) multi-family dwelling units, in lieu of the maximum of four (4) dwelling units contained in any combination of attached dwellings and their customary uses.</u>
- 9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated January 27, 2015, shall apply:
 - a. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
 - b. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
 - c. Short term / transient rental is prohibited. Length of stay shall be for 180 days or greater.
 - d. The one-hundred (100) single family residential units are exempt from school capacity enhancement review.
 - e. The following waivers from Orange County Code Chapter 38 are granted:
 - A waiver from Orange County Code Section 38-1258(d) is granted to allow a maximum multi-family residential building height of three stories or fifty-five feet (55') in height, in lieu of the maximum of three stories or forty feet (40') in height.

- 10. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 3, 2004, shall apply:
 - a. If at the Preliminary Subdivision Plan (PSP) submittal Orange County determines that additional right-of-way is needed for the widening of Thompson Road, the developer shall convey a strip of right-of-way up to 30 feet in width in exchange for road impact fee credits, with the date of valuation being August 2, 2004 (pre-rezoning date).

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (January 27, 2015)

Upon a motion by Commissioner Nelson, seconded by Commissioner Boyd, and carried with all members voting AYE by voice vote, the Board made a finding of consistency with the Comprehensive Plan; further, approved the substantial change request by Don C. Beiger, AVCON, Inc., Thompson Road Planned Development / Land Use Plan (PD/LUP), Case #CDR-14-09-260, to amend the Thompson Road Planned Development / Land Use Plan (PD/LUP) by modifying the existing development program of one-hundred sixty-six (166) single family residential units by allowing for a mix of one-hundred (100) single-family residential units; and one-hundred twenty (120) multi-family / age-restricted, senior adult residential units; and further approved two (2) waivers from Orange County Code to allow a maximum building height of three (3) stories or fifty-five feet (55'), and to allow a single structure containing a maximum of one-hundred twenty (120) multi-family / senior adult dwelling units; which constitutes a substantial change to the development of the described property; subject to conditions.



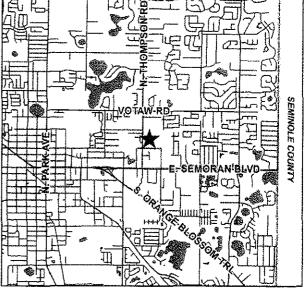
TRACT SIZE: 27.4 gross acres

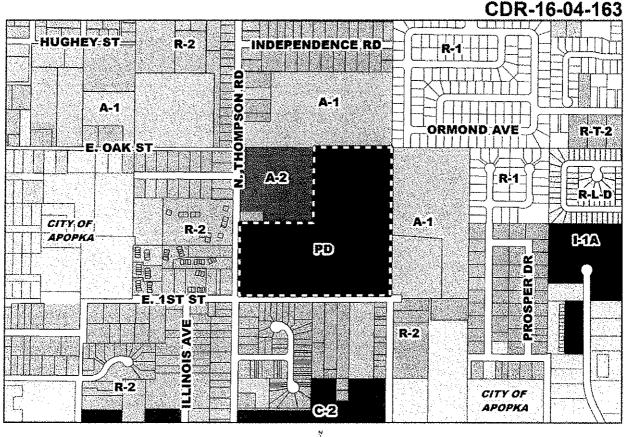
Semoran Blvd

DISTRICT: # 2

S/T/R: 11/21/28

1 inch = 667 feet

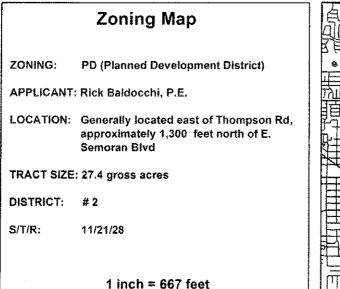


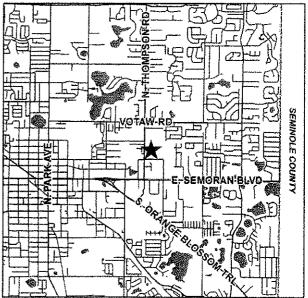


Subject Property

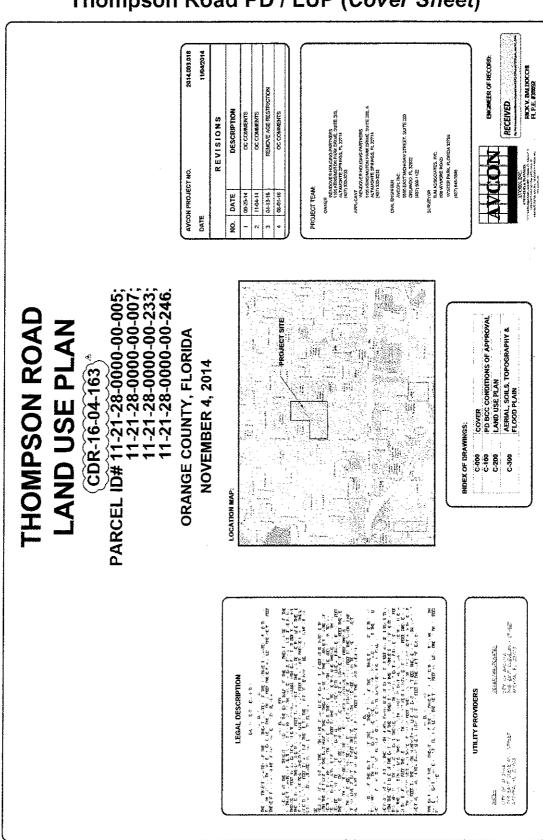


★ Subject Property



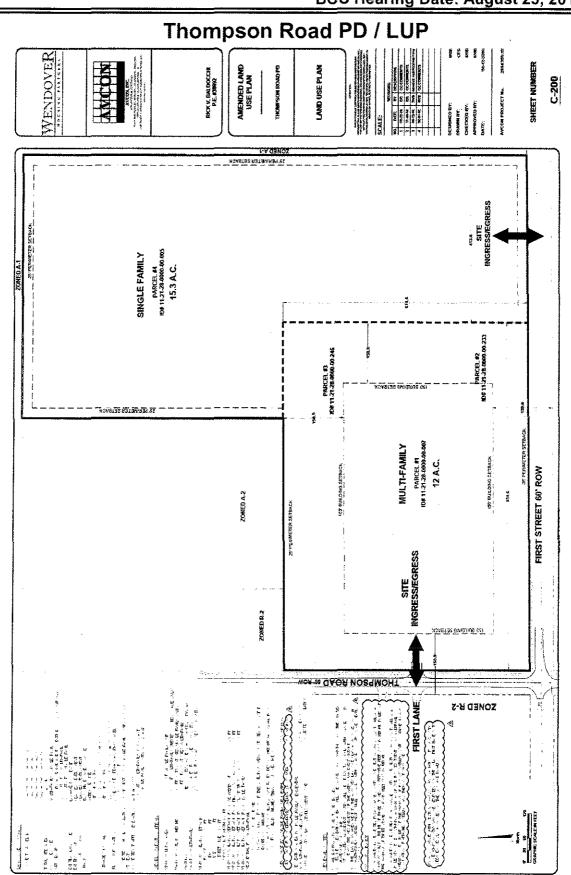


DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016



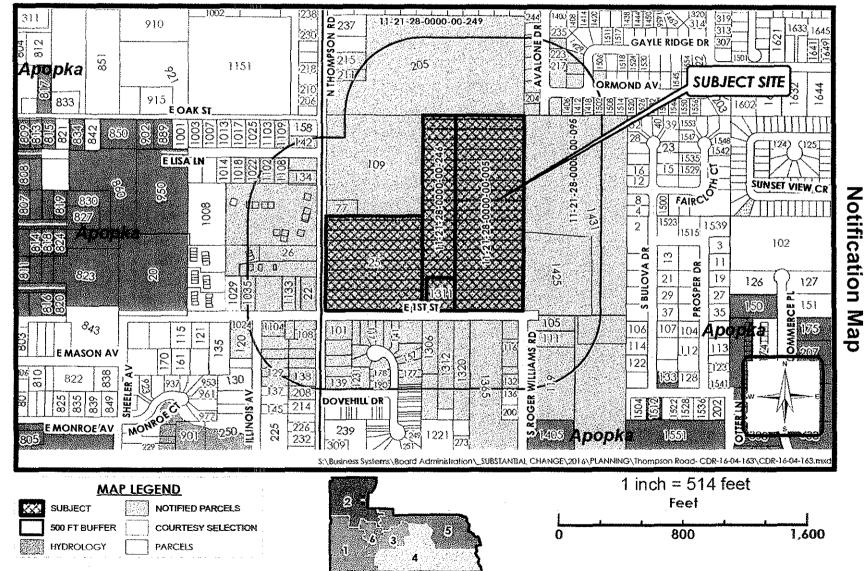
Thompson Road PD / LUP (Cover Sheet)

DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016





Public Notification Map Thompson Road - CDR-16-04-163 500 FT BUFFER, 211 NOTICES



7

DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016



Interoffice Memorandum

August 11, 2016

TO:Mayor Teresa Jacobs
-AND-
Board of County CommissionersFROM:Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services DepartmentCONTACT PERSON:John Smogor/Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: August 23, 2016 - Public Hearing Scott Stuart, KCG Engineering Project ABC Planned Development (PD) Substantial Change – Case # CDR-16-02-060 / District 4

The Project ABC PD was originally approved on November 17, 1986, and currently provides for a development program consisting of 427,168 square feet of commercial, 208,400 square feet of industrial, 542 multi-family dwelling units, 164 single-family dwelling units, 2,389 hotel rooms, and a golf course.

With this PD substantial change, the applicant is seeking to modify the allowable uses within PD Tract 6 by adding multi-family residential. More specifically, the request would accommodate up to 325 multi-family residential units, by reducing existing commercial square footage within PD Parcel 6 from 193,000 to 152,321 (*a total reduction of 40,679 square feet*).

A community meeting was also held for this request at Freedom Middle School on Wednesday, May 4, 2016. As summarized in the attached staff report, the request then received a recommendation of approval by the Development Review Committee (DRC) on May 11, 2016, subject to conditions.

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 Project ABC Planned Development / Land Use Plan (PD/LUP) dated "Received May 11, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 4

Attachment

CASE # CDR-16-02-060

Commission District: #4

GENERAL INFORMATION

APPLICANT	Scott Stuart, KCG Engineering
OWNERS	North American Realty Acquisition Corp. and Ask Orlando, LLC
PROJECT NAME	Project ABC Planned Development / Land Use Plan (PD/LUP)
PARCEL ID NUMBERS	09-24-29-3051-04-000 and 09-24-29-3051-04-001
TRACT SIZE	1,249.40 gross acres (overall PD) 23.01 gross acres (affected parcels)
LOCATION	Generally located on the east side of S. John Young Parkway and on the north side of Central Florida Parkway.
REQUEST	A PD substantial change to modify the allowable uses within PD Tract 6 by adding multi-family residential. More specifically, the request would accommodate up to 325 multi-family residential units, by reducing existing commercial square footage within PD Tract 6 from 193,000 to 152,321.
PUBLIC NOTIFICATION	A notification area extending beyond five-hundred (500) feet was used for this application [<i>Chapter 30-40(c)(3a) of the</i> <i>Orange County Code requires 300 feet</i>]. One hundred ninety- one (191) notices were mailed to those property owners in the notification buffer area. A community meeting was also held on Wednesday, May 4, 2016 (refer to community meeting summary below).

IMPACT ANALYSIS

Special Information

The Project ABC PD was originally approved on November 17, 1986, and currently provides for a development program consisting of 427,168 square feet of commercial, 208,400 square feet of industrial, 542 multi-family dwelling units, 164 single-family dwelling units, 2,389 hotel rooms, and a golf course.

With this PD substantial change, the applicant is seeking to modify the allowable uses within PD Tract 6 by adding multi-family residential. More specifically, the request would accommodate up to 325 multi-family residential units, by reducing existing commercial square footage within PD Parcel 6 from 193,000 to 152,321 (*a total reduction of 40,679 square feet*).

1

Land Use Compatibility

The proposed PD substantial change request would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Commercial (C) and Low-Medium Density Residential (LMDR). Pursuant to Policy FLU8.1.5, which states that "the location of Planned Developments (PDs) within the Urban Service Area that have been approved as of the date of the adoption of the 1991 CP shall be considered consistent", the proposed PD substantial change is consistent with the underlying FLUM designations and other applicable CP provisions.

Community Meeting Summary

A community meeting was held for this request on Wednesday, May 4, 2016 at Freedom Middle School. Excluding staff and applicant representatives, the meeting was attended by six (6) residents. The community response was generally positive, with only limited concern with the appearance of the project (including landscaping) from the Central Florida Parkway.

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 PD substantial change, but did not identify any issues or concerns.

Transportation / Concurrency

This project is vested from transportation concurrency under vested rights certificate #92-212. A copy of the vested rights certificate will be required prior to obtaining a building permit.

Schools

Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board on July 26, 2016.

Parks and Recreation

Orange County Parks and Recreation staff reviewed the PD substantial change, 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 – (May 11, 2016)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Project ABC Planned Development / Land Use Plan (PD/LUP) dated "Received May 5, 2016", subject to the following conditions:

- 1. Development shall conform to the Project ABC Planned Development / Land Use Plan (PD/LUP) dated "Received May 5, 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 May 5, 2016" the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022,

the applicant shall obtain all other applicable state or federal permits before commencement of development.

- 4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this 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 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 following Education Condition of Approval shall apply:
 - a. <u>Developer shall comply with all provisions of the Capacity Enhancement</u> <u>Agreement entered into with the Orange County School Board as of 07-26-2016.</u>
 - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the zero (0) 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. 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. <u>Developer</u>, 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.

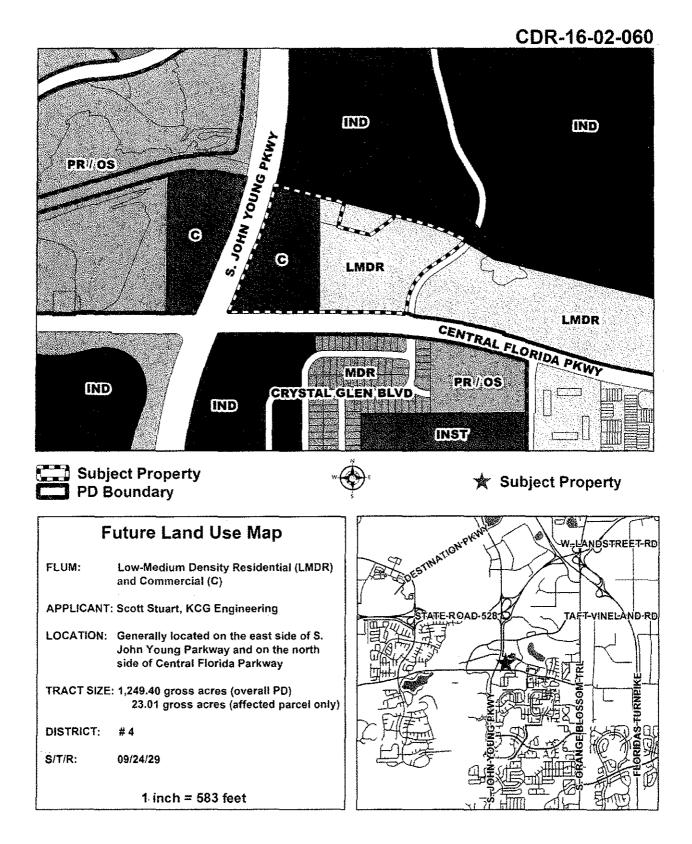
- d. <u>Orange County shall be held harmless by the developer and its successor(s)</u> and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
- e. <u>Prior to or concurrently with the County's approval of the plat, documentation</u> <u>shall be provided from Orange County Public Schools that this project is in</u> <u>compliance with the Capacity Enhancement Agreement</u>.
- 7. <u>A current Level One Environmental Site Assessment (ESA) and current title opinion</u> shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.
- 8. <u>A mandatory pre-application/sufficiency review meeting for the plat shall be required</u> prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.
- 9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated May 13, 2014, shall apply:
 - a. 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 platting. A copy of the vested rights certificate must be provided with application for a building permit. Nothing in this condition, and nothing in the decision to approve this plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
- 10. Except as modified, amended, and/or superseded, all previous applicable BCC Conditions of Approval, dated April 23, 2013 shall apply:
 - a. Approval for commercial/office for Parcel 2B shall be restricted to 144,000 square feet. At issuance of the first permit for any of the commercial/office use square footage, then the automobile dealership use is eliminated. If an automobile dealership is developed on Tract 2B in lieu of the commercial / office, it shall be restricted to 72,000 square feet.
 - b. Approval of trips in excess of 50,685 (Average Daily Traffic) ADT's will require compliance with CMS Concurrency Management System.
 - c. All previous applicable BCC Conditions of Approval, including those dated, September 14, 2010, and April 1995, shall apply:
 - 1) Outdoor storage and display shall be prohibited on Lot 2B.
 - 2) Billboards and pole signs shall be prohibited.

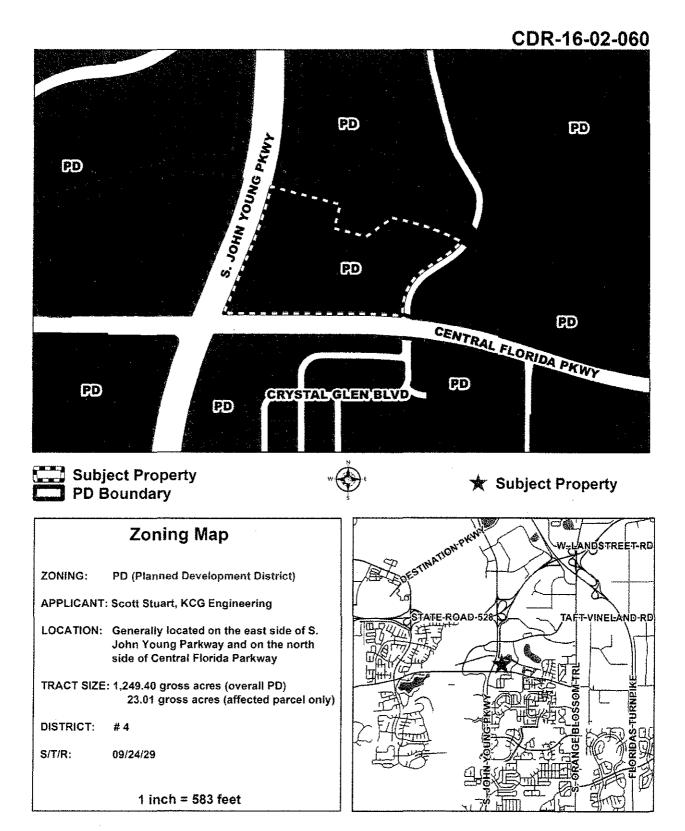
- 3) The developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities.
- 4) Master water, wastewater, and reclaimed water plans, including preliminary calculations, shall be required to be submitted for review and approval prior to submission of construction plans.
- 5) The following performance standards shall apply to Lot 2B (if utilize for a car dealership):
 - i. The building shall be 40 feet from the right-of-way of John Young Parkway and Central Florida Parkway. The porte-cochere on the southeast corner of the building shall extend into the 40-foot setback. Except for under the porte-cochere, no vehicles shall be allowed in front of the building setback line (40 feet). The porte-cochere shall be limited to no more than 25 percent of each of the building facades.
 - ii. Cars shall be permitted under the porte-cochere only; no parking or display shall occur beyond clearly distinguished porte-cochere stage surface.
 - iii. Lighting shall comply with Article XVI of Chapter 9 of the Orange County Code.
 - iv. There shall be no outdoor loud speakers or sound system.
 - v. Temporary signs, banners, and balloons shall be prohibited.
 - vi. Only 2 ground signs shall be permitted. Fascia signs shall comply with Chapter 31.5 of the Orange County Code.
 - vii. A detailed landscape and lighting plan, and complete architectural elevations and final building footprint shall be submitted.
 - viii. There shall be only 1 structure on site.
 - ix. All parking and display areas (except under the porte-cochere) shall be set back at least 40 feet from all rights-of-way.
 - x. A knee wall, minimum 36 inches high, shall be provided along the length of John Young Parkway and Central Florida Parkway except in front of the porte-cochere. Said wall shall include closely-spaced plaster/columns with cap feature.
 - xi. The finished grade of the parking/display areas shall be at or below the finished grade of the knee wall.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (May 13, 2014)

Upon a motion by Commissioner Thompson, seconded by Commissioner Moore-Russell, and carried with all members voting AYE by voice vote, the Board made a finding of consistency with the Comprehensive Plan; further, approved the substantial change request by Jim Hall, VHG, Project ABC Planned Development / Land Use Plan (PD/LUP) – Case # CDR-13-12-297, to the previously approved Project ABC Planned Development (PD) by splitting existing PD Tract 8B into two separate tracts (Tract 8B and Tract 8C). As proposed, Tract 8B retained existing development entitlements for 21,250 sq. ft. of mini-warehouse use and 121 hotel rooms, with the remaining development entitlements for 120,000 sq. ft. of office / industrial use converted into 240 multi-family residential units within newly established Tract 8C, and with a full access point provided along Grande Lakes Boulevard; which constitutes a substantial change to the development on the described property; subject to conditions.

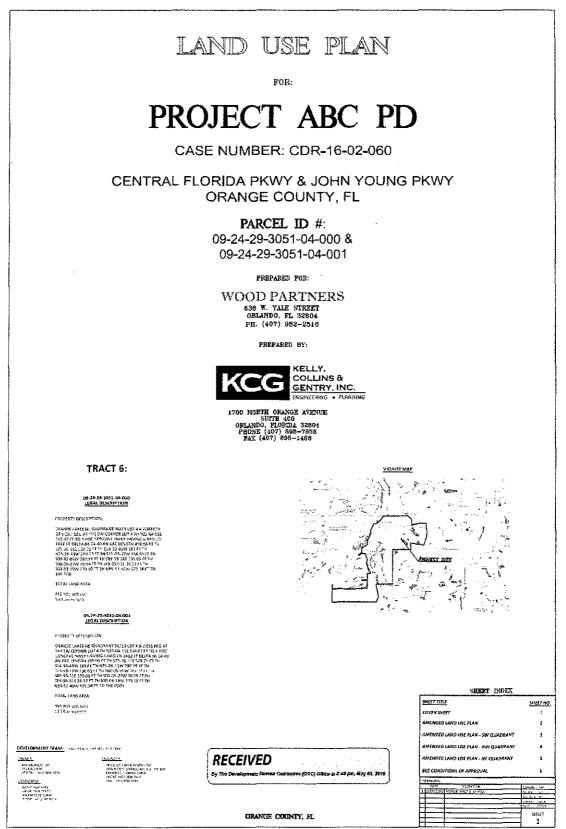
DRC Staff Report Orange County Planning Division BCC Hearing Date: August 23, 2016

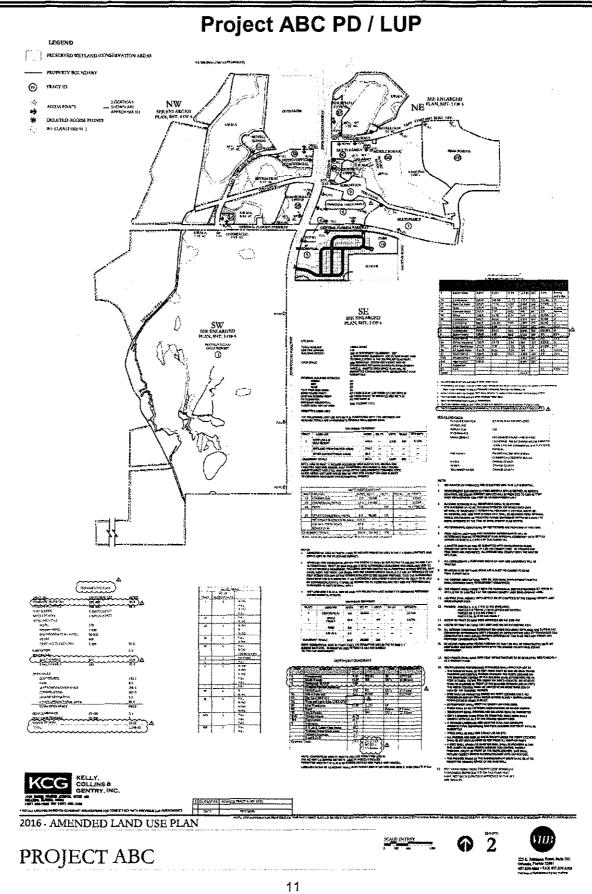


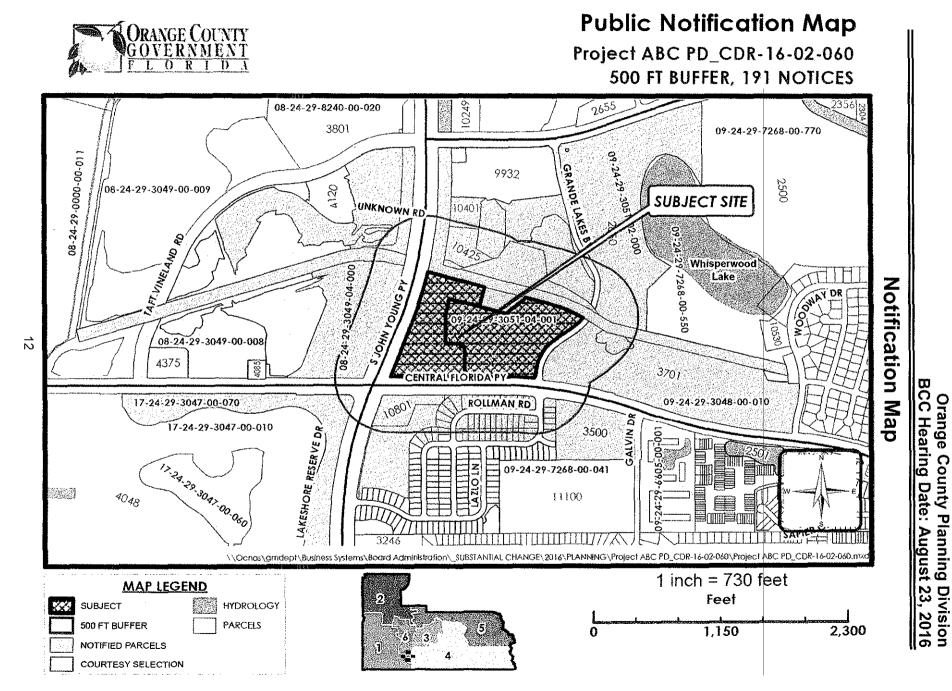


9

Project ABC PD / LUP (Cover Sheet)







DRC Staff Report



August 12, 2016

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

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

FROM: Carol Burkett, Director, Drug Free Office

- CONTACT: Whitney E. Evers, Assistant County Attorney (407) 836-7321
- SUBJECT: August 23, 2016 Public Hearing Proposed Ordinance for Temporary Moratorium on Medical Cannabis Activities within Unincorporated Orange County

On July 19, 2016, the Board of County Commissioners ("BCC") directed staff to draft an ordinance implementing a temporary moratorium within unincorporated Orange County on all medical cannabis activities ("Ordinance"). The intent of the Ordinance is to allow staff to have a sufficient opportunity to study how medical cannabis activities will affect and impact the health, safety and welfare of residents and businesses located within the county and to develop and recommend land development regulations for medical cannabis activities in the unincorporated areas of the County as well as any other relevant regulations and recommendations.

Pursuant to the Ordinance, as drafted, the moratorium would remain in effect until the effective date of an ordinance establishing new or amended land development regulations concerning medical cannabis activities within unincorporated Orange County, or until May 23, 2017, whichever date is earlier. Due to the time sensitive nature of the Ordinance, the Ordinance has not yet been heard by the Planning and Zoning Commission / Local Planning Agency ("PZC/LPA"), but is scheduled to be heard by the PZC/LPA on August 18, 2016. Therefore, staff will provide the BCC with the recommendation of the PZC/LPA at the August 23rd Public Hearing.

ACTION REQUESTED: APPROVAL OF AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE UNINCORPORATED AREAS OF ORANGE COUNTY; PROHITIBING ANY AN ALL MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD FOR ANY PROPERTY WITHIN ANY UNINCORPORATED AREAS OF ORANGE COUNTY; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; AND PROVIDING AN EFFECTIVE DATE.

Attachment

Cc: Ajit M. Lalchandani, County Administrator Jeffrey J. Newton, County Attorney George A. Ralls, M.D., Deputy County Administrator Joel Prinsell, Deputy County Attorney

ORDINANCE NO. 2016-4 AN **ORDINANCE ESTABLISHING** Α TEMPORARY 6 MORATORIUM WITHIN THE UNINCORPORATED AREAS OF ORANGE COUNTY; PROHIBITING ANY AND ALL MEDICAL 8 **CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD** 10 FOR ANY PROPERTY WITHIN ANY UNINCORPORATED AREAS OF ORANGE COUNTY; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; AND PROVIDING AN 12 **EFFECTIVE DATE** 14

WHEREAS, in 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which legalized
 the cultivation, processing, and dispensing of "Low-THC Cannabis," as defined by Section 381.986(1)(e), Florida Statutes, by a licensed dispensing organization for "Qualified Patients," as
 defined by Section 381.986(1)(h); and

- WHEREAS, in 2016 the Florida Legislature amended the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and legalized the
 cultivation, production, and dispensing of "Medical Cannabis," as defined by Section 381.986(1)(f), Florida Statutes, and derivative products by a licensed dispensing organization to
 "Eligible Patients," as defined by Section 499.0295, Florida Statutes; and
- WHEREAS, to date, the Department of Health has authorized six "Dispensing Organizations," as defined by Section 381.986(1)(b), Florida Statutes, throughout the state of
 Florida; and
- WHEREAS, in November of this year, Florida voters will decide whether to amend the
 Florida Constitution to legalize the cultivation, production, and dispensing of Medical Cannabis
 for a broader population of eligible patients; and
- WHEREAS, Florida laws relating to the cultivation, production, and dispensing of Low-THC cannabis, Medical Cannabis, and their respective derivative products are rapidly
 changing, raising substantial questions about whether cannabis-related land uses may have deleterious and negative secondary effects on surrounding land uses and communities; and

40

2

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities, as defined herein, for a period of time reasonably necessary for the County to
 determine the best way to regulate Medical Cannabis Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities if deemed
 advisable by the County; and

- 48 WHEREAS, the Board of County Commissioners hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated 50 negative secondary effects of Medical Cannabis Activities; and
- 52 **WHEREAS**, the Board of County Commissioners hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.
- 54

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE

56 COUNTY:

Section 1. Findings of Fact.

58 The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

60 Section 2. Definitions.

(a) <u>Derivative Product</u> means any form of cannabis suitable for administration to or

- 62 consumption or use by a Qualified Patient, Eligible Patient, or any other similarly situated individual.
- 64

(b) <u>Low-THC Cannabis</u> means a plant of the genus Cannabis, the dried flowers of

which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed

68 or resin.

2

(c) <u>Medical Cannabis</u> means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every
 compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

(d) <u>Medical Cannabis Activities</u> means the growing, cultivation, processing, and
 74 wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, or
 any subset of such activities, or any related activities.

76 Section 3. Study and Review; Purpose.

(a) During the moratorium period described in Section 4 of this ordinance, the County
 staff, including the Zoning Division, is hereby directed to study Medical Cannabis Activities and
 their impact on the health, safety, and welfare of residents and businesses located within the County,
 and to develop and recommend land development regulations for Medical Cannabis Activities in
 the unincorporated areas of the County, and any other relevant regulations and recommendations,

- 82 with such recommendations and proposed regulations being delivered to the Board of County Commissioners within a reasonable time before the expiration of this moratorium.
- (b) The ultimate purpose of such review and study by the staff is to propose amendments to Chapter 38 of the Orange County Code for Medical Cannabis Activities within the unincorporated area of Orange County.

Section 4. Moratorium period. Except as set forth below in subsection 4(b) of
this ordinance, until the effective date of an ordinance establishing new or amended land
development regulations concerning Medical Cannabis Activities within unincorporated Orange
County, or until May 23, 2017, whichever date is earlier, no development permits shall be issued
for any Medical Cannabis Activities. Furthermore, the review of any applications for such

92	Medical Cannabis Activities that may be pending on August 23, 2016, the date of adoption of this
	ordinance, shall be abated, and no new applications for such permits shall be accepted or processed
94	during the moratorium period.
	Section 5. Codification. This ordinance shall be temporarily codified at Section
96	38-80 of the Orange County Code, with Section 38-80 being entitled: "Moratorium regarding
	Medical Cannabis Activities within unincorporated areas of Orange County."
98	Section 6. Effective date. This ordinance shall become effective on August 25, 2016
	ADOPTED THIS 23 rd DAY OF AUGUST, 2016.
100	ORANGE COUNTY, FLORIDA
102	By: Board of County Commissioners
104	By: Teresa Jacobs, Orange County Mayor
106	
108	ATTEST: Martha O. Haynie, County Comptroller As Clerk to the Board of County Commissioners
110	By:
112	Deputy Clerk
114	
116	
118	
120	
122	
124	
126	S:\WEvers\Ordinances_Resolutions\Low THC Marijuana\moratorium - draft 1 7-22-16.docx

GOVERNMENT FLORIDA	
DATE:	August 12, 2016
TO:	Mayor Teresa Jacobs -AND- Board of County Commissioners
FROM:	Jon V. Weiss, P.E., Director Community, Environmental and Development Services Department
CONTACT PERSON:	Carol Knox, Manager, Zoning Division 407-836-5896
SUBJECT:	August 23, 2016 – First of Two Public Hearings Ordinance Amending Chapter 38 ("Zoning")

At 5:01 p.m. on August 23, 2016, the Board of County Commissioners (Board) will hold the first of two public hearings to consider amending Ch. 38 of the Orange County Code, which is a codification of the County's zoning regulations. The Zoning Division is requesting that the Board consider updating the County's zoning regulations. The second public hearing is scheduled for September 13, 2016 at 2:00 p.m.

The proposed amendments address various subjects and issues, including archaic wording, inconsistent standards, and regulations in need of clarification and revisions.

In general, the Ch. 38 proposed amendments will affect the following areas:

Definitions

Interoffice Memorandum

- Use Table
- Conditions for Uses
- Special Zoning & Overlay Districts
- General Zoning District Standards

On August 23rd, the staff will make a presentation outlining the significant and minor changes that are being proposed.

On May 19, 2016, the Planning and Zoning Commission/Local Planning Agency (PZC/LPA) held a public hearing and found the proposed ordinance consistent with the Comprehensive Plan, subject to a few minor revisions and clarifications.

Attached is a draft ordinance dated August 5, 2016, which includes changes from the PZC/LPA and staff. All proposed changes to the draft made after the PZC/LPA meeting have been highlighted in yellow in the August 5th draft.

ACTION REQUESTED:

No Action Required Until the Second and Final Public Hearing on September 13, 2016, at 2:00 p.m. All Districts

CK/ai

Attachments: Draft ordinance, dated August 5, 2016, including Appendix "A," amendments to Section 38-77 (*Use Table*), dated August 5, 2016, and Exhibit "A" (2016).

NOTE: Revisions and corrections to the May 11, 2016, draft reviewed by the P&ZC are shaded in vellow in this draft, with editorial explanations within brackets when necessary, and are found at pages 2-6, 9, 18-20, 25-26, 29-30, 32, 37, 41-43, 47, DRAFT 50, 52, 82-83, 85-86, 89-92 and 115. 2 08/05/16 4 6 ORDINANCE NO. 2016-8 AN ORDINANCE AFFECTING THE USE OF LAND IN ORANGE COUNTY, FLORIDA, BY AMENDING 10 CHAPTER 38 ("ZONING") OF THE ORANGE COUNTY **CODE; AND PROVIDING AN EFFECTIVE DATE** 12 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE 14 COUNTY, FLORIDA: Section 1. Amendments; In General. Chapter 38 of the Orange County Code is 16 amended as set forth in Section 2 through Section 48. New language shall be indicated by underlines, and deleted language shall be shown by strike-throughs. 18 Section 2. Amendments to Section 38-1 ("Definitions"). Section 38-1 is amended to read as follows: 20 Sec. 38-1. Definitions. 22 Assisted living facility shall mean any building or buildings, 24 section or distinct part of a building, private home, boarding home, home for the aged, excluding a "nursing home" as defined in this 26 section, or other residential facility, whether operated for profit or not, which is licensed by the State of Florida and undertakes 28 through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours 30 to one or more adults who are not relatives of the owner or 32 administrator. 34 36 Aviculture (commercial) shall mean the raising, breeding and/or selling of exotic birds, excluding poultry, for commercial 38 purposes. Any one (1) or more file fill with shall be use! to

determine whether a commercial operation exists:

	ADDER CONTRACTOR OF MALE AND ADDRESS AND ADDRESS AND ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS AD
40	(1) The operation exists with the intent and for the purpose of financial gain.
42	(2) Statements of income or deductions relating to
44	the operation are included with routine income tax reporting to the Internal Revenue Service;
46	
48	(3).A state sales tax identification number is used to obtain feed, supplies or birds;
50	(4) An occupational license has been obtained for the operation;
52	
54	(5) Sales are conducted at the subject location;
56	(6) The operation involves birds or supplies which were purchased or traded for the purposes of
58	resale;
60	(7) The operation involves a flea market or commercial auction, excluding auctions
62	conducted by not for profit private clubs;
64	(8) The operation or activities related therete are advertised, including, but not limited to,
66	newspaper advertisements or signs, or
68	(9) The operation has directly or indirectly created traffic:
70	* * *
72	Boardinghouse, lodging house or rooming house shall
74	mean a dwelling used for the purpose of providing meals or lodging or both to five (5) or more persons other than members of the family occupying such dwelling, or any unit designed,
76	constructed and marketed where the individual bedrooms are
78	leased separately and have shared common facilities. This definition shall not include a nursing home or community residential home. (For four (4) or less persons, see "family"
80	definition in this section.)
82	* * *
84	Community residential home shall mean a dwelling unit licensed to serve clients of the sstate of Florida pursuant to

.

86 <u>Chapter 419, Florida Statutes, department of kealth and rehabilitative services</u>, which provides a living environment to for
88 <u>7 to 14</u> unrelated "residents²² who operate as the functional equivalent of a family, including such supervision and care by
90 support staff as may be necessary to meet the physical, emotional, and social needs of the "residents." The term "resident" as used in
92 relation to community residential homes shall have the same meaning as stated in section 419.001(1)(de), F. S., as may be amended or replaced.

96

98

100

102

104

106

108

110

112

114

116

118

120

122

* * *

Day-care-home, family (also-known as "family day care home") shall mean a residence in which child care is regularly provided for no more than ton (10) children. This shall include a maximum number of five (5) preschool children plus the elementary school siblings of the preschool children including the caregiver's own.

* * *

Dormitory shall mean a room, apartment or building containing sleeping accommodations in closely associated rooms for persons not members of the same family that which is operated for the use of students enrolled in an educational institution, as in a college dormitory.

* * *

Dwelling, four-family (quadraplex), shall mean a <u>building</u> with four (4) dwelling <u>units</u> which has four (4) kitchens and is designed for or occupied exclusively by four (4) families. Each unit of a quadraplex must be connected by a common wall.

Dwelling, multiple, shall mean a building <u>located on a</u> <u>single lot or parcel</u> designed for or occupied exclusively by three (3) or more families.

124Dwelling, single-family, shall mean a detached dwelling
containing one (1) kitchen and complete housekeeping facilities for126one (1) family only, designed for or occupied exclusively by one
(1) family for usual domestic purposes, and having no enclosed128space or cooking or sanitary facilities in common with any other
dwelling. All rooms shall connect to a common area within the
dwelling and there shall be one main front door entry.

132	* * *
134	Dwelling, three-family (triplex), shall mean a building with three (3) dwelling units which has three (3) kitchens and is
136	designed for or occupied exclusively by three (3) families. Each unit of a triplex must be connected by a common wall.
138	Dwelling, two-family (duplex), shall mean a building with
140	two (2) dwelling units which has two (2) kitchens and is designed for or occupied exclusively by two (2) families. Each unit of a
142	duplex must be connected by a common wall.
144	* * *
146	<i>Family</i> shall mean an individual; or two (2) or more persons related by blood, marriage or adoption, exclusive of
148	household servants, occupying a dwelling and living as a single nonprofit housekeeping unit; or four (4) or fewer persons, not
150	related by blood, marriage or adoption, exclusive of household servants, occupying a dwelling and living as a single nonprofit
152	housekeeping unit, in either case as distinguished from persons occupying a boardinghouse, lodging house, rooming house,
154	nursing home, community residential home, or hotel, as herein defined.
156	* * *
158	
160	Family day care home shall mean as defined in F.S. 402.302(5), as it may be amended from time to time.
162	* * *
164	<i>Fence</i> shall mean a structure that functions as a boundary or barrier for the purpose of safety, to prevent entrance, to confine,
166	or to mark a boundary.
168	* * *
170	Home occupation shall mean any use conducted entirely within a dwelling or accessory building and carried on by $\frac{1}{2}$
172	resident an excupant or residents thereof, which that is clearly incidental and secondary to the use of the dwelling for dwelling
174	purposes and does not change the character thereof, <u>subject to</u> Section 38-79(101). previded that all of the following conditions
176	270-11101 - 1

,

178	Only such commodities as are made on the promises may
	be sold on the premises. However, all such sales of home
180	occupation work or products shall be conducted within a building and there shall be no outdoor display of merchandise or products,
182	nor shall there be any display visible from the outside of the
184	building. No person shall be engaged in any such home occupation other than two (2) members of the immediate family
186	residing on the premises. No mechanical equipment shall be used or stored on the premises in connection with the home occupation,
188	except such that is normally used for purely domestic or household purposes. Not over twenty five (25) percent of the floor area of
190	any-one (1)-story shall be used for home occupation-purposes. Fabrication of articles such as commonly classified under the terms
192	"arts and handicrafts" may be deemed a home occupation, subject to the other torms and conditions of this definition. Also, a
194	<u>"c-ten-c-tt</u>
196	occupation shall not be construed to include uses such as barber shops, beauty parlors, plant nurseries, tearcoms, food processing
198	(with the exception of a cottage-food occupation), restaurants, sale of antiques, commercial kennels, real estate offices, insurance
200	offices, or pain management clinics.
202	* * *
202	Living area shall mean the total air conditioned or heated
204	floor area of all dwelling units measured to the interior surfaces of exterior walls, but excluding exterior halls and stairways.
206	* * *
208	
210	<u>Mobile home shall mean a structure transportable in one (1)</u> or more sections, which structure is eight (8) feet or more in width
210	and over thirty-five (35) feet in length, and which structure is built
212	on an integral chassis and designed to be used as a dwelling when connected to required utilities, and includes the plumbing, heating,
214	air conditioning, and electrical systems contained therein. A
216	mobile home shall be constructed to United States Department of Housing and Urban Development standards.
218	* * *
220	Poultry shall mean domestic fowl, including chickens,
222	roosters, turkeys, ducks, geese, pigeons, etc., but excluding wild or non-domestic birds regulated by the Fish and Wildlife Conservation Commission. [Previously, " including chickens,

226 $* * *$ 228 $* * *$ 230 $* * *$ 230 $* * *$ 230 $* * *$ 230 $* * *$ 231 $* * *$ 232 $* * *$ 234 $* * *$ 234 $* * *$ 236 $* * *$ 236 $* * *$ 237 $* * *$ 248 $& Structure shall mean and include all permanent or temporary, fixed or movable construction, esemptising-including buildings, stands, polessigns and billboards, erected independently or affixed to exterior walls or roofs; provided, however, that utility owned poles and lines and peeds-shall not be considered a structure, of the purpose of this chapter. 246 Student housing shall mean any multi-family development or portion thereof where the dwelling units are designed and constructed as three (3) or more bedrooms with three (3) or more batrooms which is marketed and/or rented to students attending a local college, university, er community college, or private school, or any multi-family development or portion thereof or more batrooms which is marketed and/or more bedrooms are leased separately. 250 * * * 251 * * * 252 * * * 253 Temporary portable storage container shall mean a structure temoranily used for storage that is not attache$	224	roosters, turkeys, ducks, geese, pigeons, etc. qualls, pheasants and squabs, but excluding large birds such as ostriches and
230 Recreational vehicle shall mean as defined at Section 38- 1527. 231 * * * * 234	226	
1527. 234 234 236 237 238 239 239 230 231 232 233 234 236 237 238 239 **** 240 Structure shall mean and include all permanent or temporary, fixed or movable construction, eemprising including buildings, stands, poles, signs and billboards, erected independently or affixed to exterior walls or roofs; provided, however, that utility owned poles and lines and poles shall not be considered a structure, for the purpose of this chapter. 240 241 242 243 244 244 245 246 246 247 248 250 251 252 253 254 255 256 257 258 259 250 251 252 <tr< td=""><td>228</td><td>* * *</td></tr<>	228	* * *
232 * * * 234 Recreational vehicle park shall mean as defined at Section 236 38-1527. 238 * * * 240 Structure shall mean and include all permanent or 242 buildings, stands, poles, signs and billboards, erected 244 novever, that utility owned poles and lines and poles or hall not be 244 considered a structure, store the appropries of this chapter. 246 Student housing shall mean any multi-family development 248 or portion thereof where the dwelling units are designed and 250 buthcoms which is marketed and/or rented to students attending a 251 or any multi-family development or portion thereof comprised of 252 dwelling units consisting of three (3) or more bedrooms and less 253 than three (3) bathrooms where the bedrooms are leased separately. 256 * * * 258 Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures. 260 * * * 261 * * * 262 * * * 263 Temporary portable storage container shall mean a structure temporarily used for storage that	230	
Recreational vehicle park shall mean as defined at Section236 $38-1527.$ 238* * *240Structure shall mean and include all permanent or temporary, fixed or movable construction, eemprising-including buildings, stands, poles, signs and bilboards, erected independently or affixed to exterior walls or roofs; provided, however, that utility owned poles and lines and poles-shall not be considered a structure, stort the purposes of this chapter.246Student housing shall mean any multi-family development or portion thereof where the dwelling units are designed and 	232	
236 38-1527. 238 * * * * 240 Structure shall mean and include all permanent or temporary, fixed or movable construction, eeomprising-including buildings, stands, poles, signs and billboards, erected independently or affixed to exterior walls or roofs; provided, however, that utility owned poles and lines and-poles of this chapter. 244 bowever, that utility owned poles and lines and-poles of this chapter. 246 Student housing shall mean any multi-family development or portion thereof where the dwelling units are designed and constructed as three (3) or more bedrooms with three (3) or more bathrooms which is marketed and/or rented to students attending a local college, university, or community college, or private school, or any multi-family development or portion thereof comprised of dwelling units consisting of three (3) or more bedrooms and less than three (3) bathrooms where the bedrooms are leased separately. 256 * * * 258 <u>Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.</u> 260 * * * 261 * * * 262 * * * 263 <u>Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.</u> 264 Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal dis	234	Recreational vehicle park shall mean as defined at Section
230Structure shall mean and include all permanent or temporary, fixed or movable construction, eemprising_including buildings, stands, poles, signs and billboards, erected independently or affixed to exterior walls or roofs; provided, however, that utility owned poles and lines and poles-shall not be considered a structure of the purposes of this chapter.246Student housing shall mean any multi-family development or portion thereof where the dwelling units are designed and constructed as three (3) or more bedrooms with three (3) or more bathrooms which is marketed and/or rented to students attending a local college, university, or community college, or private school. or any multi-family development or portion thereof comprised of dwelling units consisting of three (3) or more bedrooms are leased separately.256* * *258Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.260* * *261Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the struct line and the principal building or any projections thereof other than the projections of uncovered steps,	236	
242temporary, fixed or movable construction, eeemprising-including buildings, stands, poles, signs and billboards, erected independently or affixed to exterior walls or roofs; provided, however, that utility owned poles and lines and poles shall not be considered a structure of the purposes of this chapter.246Student housing shall mean any multi-family development or portion thereof where the dwelling units are designed and constructed as three (3) or more bedrooms with three (3) or more bathrooms which is marketed and/or rented to students attending a local college, university, or community college, or private school, or any multi-family development or portion thereof comprised of dwelling units consisting of three (3) or more bedrooms and less than three (3) bathrooms where the bedrooms are leased separately.256* * *258Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.260Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	238	* * *
242buildings, stands, poles, signs and billboards, erected independently or affixed to exterior walls or roofs; provided, however, that utility owned poles and lines and poleo-shall not be considered a structure of the purposes of this chapter.246Student housing shall mean any multi-family development or portion thereof where the dwelling units are designed and constructed as three (3) or more bedrooms with three (3) or more bathrooms which is marketed and/or rented to students attending a local college, university, or community college, or private school, or any multi-family development or portion thereof comprised of dwelling units consisting of three (3) or more bedrooms and less than three (3) bathrooms where the bedrooms are leased separately.256* * *258Temporary portable storage container shall mean a dwelling and does not have any water or electrical fixtures.260* * *261Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	240	-
244however, that utility owned poles and lines and poles shall not be considered a structure s for the purposes of this chapter.246Student housing shall mean any multi-family development or portion thereof where the dwelling units are designed and constructed as three (3) or more bedrooms with three (3) or more bathrooms which is marketed and/or rented to students attending a local college, university, or community college, or private school, or any multi-family development or portion thereof comprised of dwelling units consisting of three (3) or more bedrooms and less than three (3) bathrooms where the bedrooms are leased separately.256* * *258Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.260* * *264Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	242	buildings, stands, poles, signs and billboards, erected
246Student housing shall mean any multi-family development248or portion thereof where the dwelling units are designed and constructed as three (3) or more bedrooms with three (3) or more250bathrooms which is marketed and/or rented to students attending a local college, university, or community college, or private school.252or any multi-family development or portion thereof comprised of dwelling units consisting of three (3) or more bedrooms and less254than three (3) bathrooms where the bedrooms are leased separately.256* * *258Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.262* * *264Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	244	however, that utility owned poles and lines and poles-shall not be
248or portion thereof where the dwelling units are designed and constructed as three (3) or more bedrooms with three (3) or more bathrooms which is marketed and/or rented to students attending a local college, university, or community college, or private school, or any multi-family development or portion thereof comprised of dwelling units consisting of three (3) or more bedrooms and less than three (3) bathrooms where the bedrooms are leased separately.256* * *258Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.262* * *264Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	246	
 bathrooms which is marketed and/or rented to students attending a local college, university, or community college, <u>or private school</u>, or any multi-family development or portion thereof comprised of dwelling units consisting of three (3) or more bedrooms and less than three (3) bathrooms where the bedrooms are leased separately. 256 * * * 258 <u>Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.</u> 262 * * * 264 Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps, 	248	or portion thereof where the dwelling units are designed and
252or any multi-family development or portion thereof comprised of dwelling units consisting of three (3) or more bedrooms and less than three (3) bathrooms where the bedrooms are leased separately.256* * *256* * *258Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.260* * *262* * *264Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	250	bathrooms which is marketed and/or rented to students attending a
 than three (3) bathrooms where the bedrooms are leased separately. <i>x</i> * * <i>Temporary portable storage container</i> shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures. <i>Yard, front,</i> shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps, 	252	or any multi-family development or portion thereof comprised of
258Temporary portable storage container shall mean a structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.260* * *262* * *264Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	254	
260structure temporarily used for storage that is not attached to a dwelling and does not have any water or electrical fixtures.262* * *264Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	256	* * *
 260 <u>dwelling and does not have any water or electrical fixtures.</u> 262 * * * 264 Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps, 	258	
262Yard, front, shall mean a yard extending across the front of a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	260	
a lot between the side lot lines, and being a minimum horizontal distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	262	* * *
266 distance between the street line and the principal building or any projections thereof other than the projections of uncovered steps,	264	
	266	distance between the street line and the principal building or any
	268	

2 7 0	front yard shall be considered as abutting the street upon which the lot has its least dimension.
272	* * *
272	In all other respects, Section 38-1 shall remain unchanged.
274	Section 3. Amendments to Section 38-3 ("General restrictions on land use").
274	Section 3. Amendments to Section 38-3 ("General restrictions on land use").
	Section 38-3 is amended to read as follows:
276	Sec. 38-3. General restrictions on land use.
278	(a) Land use and/or building permits. No building or structure shall be erected and no existing building shall be moved,
280	altered, added to or enlarged, nor shall any land, building, structure or premises be used or designed to be used for any purpose or in
282	any manner other than a use designated in this chapter, or amendment thereto, as permitted in the district in which such land,
284	building, structure or premises is located, without obtaining the necessary land use and/or building permits.
286	(b) <i>Height limitation</i> . No structure or building shall be
288	erected, nor shall any existing building be moved, reconditioned or
290	structurally altered so as to exceed in height the limit established in this chapter; or amendments thereto, for the district in which such
292	building or structure is located.
294	(c) Site and building requirements. No building or structure shall be erected, nor shall any existing building or
296	structure be moved, altered, enlarged or rebuilt, nor shall any open space surrounding any building or structure be encroached upon or
298	reduced in any manner, in size or area, except in conformity with the site and building requirements, established by this chapter, or
300	amendments thereto, for the district in which such building or structure is located.
302	(d) <i>Density limitation</i> . No building, structure, or premises shall be erected, occupied or used so as to provide a
304	greater density of population than is allowed under the terms of this chapter for the district in which such building, structure or
306	premises is located.
308	(e) Open space limitation. No yard or other open space provided about any building or structure for the purpose of
310	complying with the regulations of this chapter, or amendments thereto, shall be considered as providing a yard or open space for any other building or structure.

314316

(f) Lot and occupancy requirements. Every building or structure hereafter erected shall be located on a lot or tract as defined herein, and in no case shall there be more than one (1) principal building or use on one (1) lot except as hereinafter provided.

318 Minimum lot size and setback requirements. Any (g) single-family dwelling, regardless of the form of ownership of land (whether designated as a unit, parcel, lot, tract or other similar 320 term) upon which the single-family dwelling is to be located, shall not be permitted unless the net lot area of the lot upon which hit is 322 to be located can comply with the minimum lot size required by the applicable zoning district and such dwelling can comply with 324 setback requirements of the applicable zoning district. The 326 applicable zoning district shall be the one in which the lot and the dwelling area are located. Reference to a deed, plat book, 328 condominium plat or other similar document shall constitute the division of land from which the county shall discern the lot dimensions for determining minimum lot size and setback 330 requirements. Any interest such lot may have in common areas shall not be counted towards meeting the minimum lot size. 332

 334 (b) Leasing of bedrooms. In a single family dwelling, the leasing of bedrooms is prohibited unless the single family
 336 dwelling is owner occupied.

(ih) Parking space requirements. No building or structure shall be erected, nor shall any existing building or structure be moved, reconditioned or structurally altered so as to encroach upon or reduce in any manner, in size or area, the parking space requirements, established by this chapter, or amendments thereto, for the district in which such building or structure is located.

346(ji)Distance requirements.No structure or building
building be moved,348shall be erected, nor shall any existing building be moved,348reconditioned or structurally altered so as to infringe upon any
applicable distance requirements. An applicant seeking a permit350shall be responsible for ensuring that all applicable distance
requirements are met. Approval of a land use and/or building352permit does not constitute, or in any way imply, a waiver of the
applicant's obligations to meet all applicable distance354requirements.

(kj) Applicable law and ordinances. Nothing in this chapter shall be construed to exempt any person from having to

8

358	comply with all other applicable federal, state, or county laws or regulations.
360	
362	(k) Site plan. A fully dimensionalized site plan shall be required for any proposed (i) building, structure, sign or mobile home, (ii) accessory building or structure, or (iii) fence, boat dock,
364	or boat ramp. The site plan shall show:
366	(1) <u>all property lines:</u>
368	(2) <u>all road rights-of-way:</u>
370	(3) <u>all easements:</u>
372	(4) the location of any existing and proposed
374	building, structure, mobile home, accessory building or structure, or fence, boat dock, or boat ramp, including all dimensions to property lines and existing structures;
376	
378	(5) the location of the Normal High Water Elevation (NHWE) contour of all adjacent natural surface water bodies;
380	(6) the lot grading plan; and
382	(7) the location of any septic tank and drain field.
384	
386	The above-mentioned items shall be depicted on the site plan so that Orange County may determine whether the proposed improvements comply with zoning and land development
388	regulations.
390	
392	(1) Site plan; special requirements.
394	(1) A site plan for (A) a proposed building, structure and sign, (B) a mobile home (new or relocated), (C) a
396	moved structure, (D) an addition to an existing building or structure, or (E) an accessory building or structure, shall be
398	prepared by an architect, engineer, or surveyor or by a general, building, or residential contractor registered or certified with the
400	State of Florida. Such plan shall comply with the requirements set forth in (k)1. through 7. above. Additionally, should such plan not
402	be prepared by a surveyor registered with the State of Florida, the

404	plan shall contain a clear statement that it does not constitute a survey and the preparer shall sign and date the plan.
404	survey and the preparer shall sign and date the plan.
406	(2) Notwithstanding subsection (1)(1) above, a site plan for a proposed addition to an existing building, structure, or
408	mobile home may be prepared by the property owner, with the following conditions: (A) the plan must comply with the
410	requirements set forth in the above (1) through (7); (B) the plan must be superimposed on a copy of a survey previously prepared
412	by a registered surveyor that shows all existing improvements; and (C) the plan must contain a clear statement that it does not
414	constitute a survey and the preparer shall sign and date the plan.
416	(3) Notwithstanding subsection (1)(1) above, a site plan for a proposed (A) fence, boat ramp, or boat dock; (B)
418	accessory building; (C) structure no larger than one hundred twenty (100) square feet; or (D) structure required to be removed
420	within a certain time, may be prepared by the property owner and the plan must be superimposed on a copy of a survey previously
422	prepared by a registered surveyor that shows all existing improvements; and (C) the plan must contain a clear statement that
424	it does not constitute a survey and the preparer shall sign and date the plan.
426	the plant
	Section 4. Repeal of Section 38-56 ("U-R, UR-1, and UR-3 zoned lands"). Section
428	38-56 is repealed, and reserved for future use. (Sections 38-501, 38-502, 38-503, 38-504, and
	38-505 relating to the UR-3 University Residential District shall remain in effect.)
430	Sec. 38-56. 11-K, 11-K1, and 11-K-3-zoned-lands, Reserved.
432	(a)——— Permitted—uses, special—exceptions,—and performance standards of the U-R and UR-1-zoning districts shall
	be the same as those specified in the R-2 zoning district.
434	(b) <u>Permitted uses</u> , <u>special exceptions</u> , and
436	performance-standards of the UR-3-zoning district shall be the same as those specified in the R-3 zoning district.
438	Section 5. Amendments to Section 38-74 ("Permitted uses, special exceptions and
	prohibited uses"). Section 38-74(b) is amended to read as follows:

,

442	Sec. 38-74.	Permitted use uses.	es, special exceptions and prohibited
444			* * *
446	(b)	Use table.	
448	allowed in the	••• –	ermitted uses and special exceptions
450	section 38-77	are respectivel	s identified in the use table set forth in y indicated by the letters "P" and "S" No primary use shall be permitted in a
452		the letter "P" o	or the letter "S" appears for that use in
454	ino appropriate		
456	zoning district		a use is a permitted use in a particular in that district subject to:
458	requirements of	a. of chapter 38	Compliance with all applicable and elsewhere in the Orange County
460	Code; and		
462	specified in	b. the condition	Compliance with all requirements s for permitted uses and special
464	exceptions" se	et forth in sec	tion 38-79 which correlate with the vithin the cell of the use table for that
466	permitted use.	-	A
468	(Use table) an special excepti		A use variance from section 38-77 9 (Conditions for permitted uses and rohibited.
470		•	
472		a particular zo	a use is permitted as a special ming district, it is permitted in that
474	zonnig uisuret	Subject to.	
476		a.	Obtaining the special exception;
470		b.	Compliance with all applicable
478			requirements of chapter 38 and elsewhere in the Orange County
480			Code; and
482	specified in the	c. e special excer	Compliance with all requirements tion criteria set forth in section 38-78
484	and the condit	tions for perm	itted uses and special exceptions set correlate with the number which may
486			ise table for that special exception.

488 490	(4) Land uses on properties zoned P-D (Planned Development) shall be subject to the requirements of the P-D district as outlined in Chapter 38, Article VIII of the Orange County Code.
492	* * *
494	In all other respects, Section 38-74 shall remain unchanged.
	Section 6. Amendments to Section 38-75 ("Vested Uses"). Section 38-75 is
496	amended to read as follows:
100	Sec. 38-75. Vested uses.
498	* * *
500	
502	(b) (1) Any vested use may expand on a lot or parcel in a manner consistent with the applicable performance standards.
504	
506	(2) Furthermore, any vested use may expand onto an adjacent lot or parcel, provided that use is consistent with the future land use map (and the remainder of the <u>Ceomprehensive</u>)
508	policy Pplan) for that adjacent lot or parcel, and the adjacent lot or
510	parcel has the appropriate commercial or industrial zoning designation as of July 20, 1995.
512	* * *
514	In all other respects, Section 38-75 shall remain unchanged.
	Section 7. Amendments to Section 38-77 ("Use Table"). Section 38-77, the Use
516	Table, is amended to read as shown on Appendix "A," attached hereto and incorporated herein
	by this reference, including revising the vertical "Cluster" column to read "RCE Cluster"
518	throughout. Except as specifically stated here and as shown in the attached Use Table, Section
	38-77 shall remain unchanged.
520	Section 8. Amendments to Section 38-78 ("Special exception criteria"). Section

38-78 is amended to read as follows:

522	Sec. 38-78. Special exception criteria.
524	Subject to section 38-43 and section 30-43 of this Code, in reviewing any request for a special exception, the following
526	criteria shall be met:
528	(1) The use shall be consistent with the e <u>Comprehensive policy pPlan</u> .
530	(2) The use shall be similar and compatible with the
532	surrounding area and shall be consistent with the pattern of surrounding development.
534	(3) The use shall not act as a detrimental intrusion into
536	a surrounding area.
538	(4) The use shall meet the performance standards of the district in which the use is permitted.
540	(5) The use shall be similar in noise, vibration, dust,
542	odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the
544	zoning district.
546	(6) Landscape buffer yards shall be in accordance with section 24-5 of the Orange County Code. Buffer yard types shall
548	track the district in which the use is permitted.
550	In addition to demonstrating compliance with the above criteria, any applicable conditions set forth in section 38-79 shall
552	be met. Furthermore, the board of zoning adjustment ("BZA") shall prescribe a time limit, subject to the approval of the board of
554	county commissioners ("BCC"), within which the action for which the special exception is required shall be begun or completed, or
556	both. Failure to start or complete such action within the time limits shall void the special exception. An automatic onetwo -year time
558	limit to obtain a building permit shall apply if the BZA fails to prescribe a time limit. A request to extend the time limit shall be
560	made in writing to the zoning manager. The zoning manager may extend the time limit if the applicant provides proper justification
562	for such an extension. Examples of proper justification include, but are not limited to: the project is proceeding in good faith; there is a
564	delay in contract negotiations not attributable to the applicant; and unexpected financial hardships which were not known and could
566	not have been reasonably foreseen by the applicant when the special exception was granted. The zoning manager's

x

determination on a request for an extension of time may be appealed to the BZA and then the BCC.

Special exception approvals shall be in accordance with the applicant's site plan dated "Received [date]," and all other 572 applicable statutes, ordinances, laws, regulations, and rules. Any proposed deviation, change or modification to the site plan or 574 question of interpretation about the site plan is subject, at the outset, to the zoning manager's review. The zoning manager shall 576 do one of the following after reviewing the matter: (a) give his/her prior written approval regarding any non-substantial or 578 insignificant proposed deviation or make a determination concerning any minor question of interpretation; or (b) refer the 580 proposed deviation or question of interpretation to the BZA for a discussion between the zoning manager and the BZA as to the 582 BZA's original intent or position; or (c) require the applicant to apply for a special exception request and schedule and advertise a 584 public hearing before the BZA in accordance with sections 30-42 through 30-44 of this Code. 586

The zoning manager shall have the authority and discretion 588 to require an application for a special exception or a variance to be reviewed by the development review committee prior to review by 590 the BZA to properly assess and address its impacts and to make a recommendation and recommend conditions (if any). In making 592 such a determination, the zoning manager shall consider relevant 594 factors, including the size of the project, land use intensity, land use density, traffic impacts, and school impacts.

> Amendments to Section 38-79 ("Conditions for permitted uses and Section 9.

> > The following numbered conditions shall correlate with the

Conditions for permitted uses and special

A modular home shall be permitted, provided it is

598 special exceptions"). Section 38-79 is amended to read as follows:

exceptions.

numbers listed in the use table set forth in section 38-77:

modular unit unless otherwise permitted by Chapter 38.

Sec. 38-79.

606 608

596

600

602

604

568

570

610

(1)

licensed by the department of community affairsState of Florida. No parcel shall have more than one (1) single-family unit or

[Mobile home recreation wehicle provisions (4) a. in A-1, A-2, and A-R] Mobile homes and recreational vehicles may 612 be permitted on individual lots in agricultural A-1, A-2, and A-R districts, subject to the following: 614 616 A mobile home may be used for 1. residential purposes provided that the property contains a minimum of two (2) acres in the A-2 and A-2 districts. Minimum 618 lot width and setbacks shall be per article XII. Minimum lot size 620 in the A-R district shall be two and one-half $(2\frac{1}{2})$ acres. Other site and building requirements shall be per article XIII. Such mobile home use shall require, before the mobile home is located on the 622 property in question, a permit which shall be issued to the recorded property owner by the zoning-department division. 624 Setbacks from lot lines shall be not 626 2. less than is required for a site-built dwelling in the district in which 628 it is located. 630 3. Building height shall be limited to thirty-five (35) feet. 632 (5) 634 636 Temporary structures, including mobile b. homes-and-travel trailers, may be used as sales offices for a 638 subdivision in a residential district A single-family home or building may be used as a model home or sales center for an 640 overall development (such as residential sales within a Planned Development) or a specified subdivision; or Ftemporary structures, 642 including mobile homes and travel trailers, may be used as sales offices for a subdivision in a residential district, subject to the 644 following criteria: 646 1. Such a sales offices shall not include sales of real estate outside the subdivision or overall development. 648 650 2. Approval shall be for a period of two (2) years or when ninety (90) percent of the subdivision or development is complete, whichever comes first. Extension of 652 these time frames will require approval from the Zoning Division 654 Manager. 656 Mulch parking shall be allowed. 3.

	4. The subdivision plat must be
658	recorded before the sales trailer permit is issued or before a certificate of occupancy is issued for the model home or sales
660	center.
662	<u>5. Resale of existing residential units</u> only, within the specified subdivision or overall development, will
664	be permitted during the time frame specified in condition 2.
666	6. A model home or sales center shall be subject to the provisions outlined in Section 30-83 and Section
668	<u>38-79(125).</u>
670	c. Temporary structures, including mobile homes and travel trailers, may be used as construction office
672	trailers for road improvement and/or utility development projects in any zoning district subject to the following:
674	1. The use of limited to the placement
676	of construction/office trailers only.
678	2. No accessory or storage buildings shall be permitted.
680	3. Only the parking of passenger
682	vehicles/trucks shall be permitted.
684	4. Any outdoor staging areas and storage of products and equipment shall require written
686	authorization which may be issued by the zoning manager as part of the temporary structure permit, with or without conditions.
688	5. All temporary structures shall be
690	removed no later than one hundred eighty (180) days from the date the permit is issued or within ten (10) days after completion of the
692	project, whichever comes first.
694	6. Permits for temporary structures shall be obtained from the zoning manager. The zoning manager
696	may require a notarized statement of no objection from abutting property owners. When such permits expire, they may be renewed
698	by the zoning manager for a period not to exceed an additional ninety (90) days.
700	

d. Mobile homes used as offices shall be permitted as a permanent use when accessory to a mobile home sales lot.

A mobile home or recreational vehicle may e. 706 be used as quarters for a night watchman or on-site security on property zoned commercial, or industrial, subject to obtaining 708 special exception approval is also required for the same use in plannel-level-rinents appr vol for commercial and/or industrial-uses (unless previously approved by 710 the P-D) and in agricultural districts when used in conjunction with another use approved by a special exception or in conjunction with 712 a nonresidential use. Night watchman quarters shall not be 714 allowed on properties where a tenant dwelling exists.

716 Subject to prior approval by the zoning f. manager, who may impose appropriate conditions (such as a time 718 period not to exceed eighteen (18) months), a recreational vehicle may be occupied as a temporary shelter where a single-family 720 residence is located on-site but is uninhabitable and undergoing repairs. For purposes of this provision, the term "uninhabitable" 722 means the on-site single-family residence cannot be occupied because it has been damaged as a result of a natural disaster or 724 accident, such as a hurricane, storm or fire, not that it cannot be occupied for some other reason, including because it is being 726 renovated or enlarged.

> g. Mobile homes and recreational vehicles may be located, for an indefinite period of time, at a hunting camp of one hundred (100) acres or more; subject to obtaining all appropriate permits and licenses.

h. Recreational vehicles may be parked in residential and agricultural districts as provided in subsection 38-79(45).

 Mobile homes and recreational vehicles may
 be permitted on individual lots in commercial or industrial districts, subject to the following: A mobile home or recreational vehicle may be temporarily parked and occupied on a specified tract of land in commercial or industrial districts, to be used for offices, storage or security purposes, during the construction of permanent building on the tract of land. The mobile home or recreational vehicle shall be removed after the certificate of occupancy is issued.

746

728

730

732

734

736

702

704

748	(6) Outdoor display of operative agricultural equipment is permitted, subject to the following conditions.
750	a. The equipment may be stored outdoors on parcels adjacent to the parcels containing the agricultural uses
752	provided they are commonly owned or leased;
754	b. The owner or lessee of the equipment and the owner or lessee of the site must be one and the same; and
756	The environment must be used in conjugation
758	c. The equipment must be used in conjunction with active agricultural operations/uses on-site.
760	d. <u>Landscaping/lawn service business and</u> storage of equipment associated with such use shall be subject to
762	<u>SIC 0782.</u>
764	(7) Chimneys, water and fire towers, church spires, cupolas, stage towers and scenery lofts, cooling towers, elevator
766	bulkheads, smokestacks flagpoles, parapet walls, and similar structures and their necessary mechanical appurtenances shall be
768	permitted, subject to Chapter 38-1506 of the Orange County Code.
770	* * *
772	(9) Such a use shall not commence without a land use permit. Such a use shall meet the following standards:
	permit. Such a use shall meet the following standards:
772	permit. Such a use shall meet the following standards: a. A land use permit shall be obtained;
772 774	permit. Such a use shall meet the following standards: a. <u>A land use permit shall be obtained;</u> <u>b.</u> <u>A comprehensive groundwater monitoring</u> program, as determined by the Environmental Protection Division
772 774 776	<u>permit. Such a use shall meet the following standards:</u> <u>a. A land use permit shall be obtained;</u> <u>b. A comprehensive groundwater monitoring</u> <u>program, as determined by the Environmental Protection Division</u> <u>Manager, shall be required, and such program shall entail a</u> <u>minimum of two (2) wells dug to the confining layer, to be tested</u>
772 774 776 778	<u>a.</u> A land use permit shall be obtained; <u>a.</u> A land use permit shall be obtained; <u>b.</u> A comprehensive groundwater monitoring program, as determined by the Environmental Protection Division Manager, shall be required, and such program shall entail a minimum of two (2) wells dug to the confining layer, to be tested and sampled at least every six (6) months, except that the property owner may be exempted from this groundwater monitoring
772 774 776 778 780	 <u>a.</u> A land use permit shall be obtained; <u>a.</u> A land use permit shall be obtained; <u>b.</u> A comprehensive groundwater monitoring program, as determined by the Environmental Protection Division Manager, shall be required, and such program shall entail a minimum of two (2) wells dug to the confining layer, to be tested and sampled at least every six (6) months, except that the property owner may be exempted from this groundwater monitoring requirement if the owner establishes that no potable water supply wells are located within five hundred (500) foot of the boundary of
 772 774 776 778 780 782 	 <u>a. A land use permit shall be obtained;</u> <u>b. A comprehensive groundwater monitoring</u> <u>program, as determined by the Environmental Protection Division</u> <u>Manager, shall be required, and such program shall entail a</u> <u>minimum of two (2) wells dug to the confining layer, to be tested</u> <u>and sampled at least every six (6) months, except that the property</u> <u>owner may be exempted from this groundwater monitoring</u>
 772 774 776 778 780 782 784 	 <u>a. A land use permit shall be obtained:</u> <u>b. A comprehensive groundwater monitoring program, as determined by the Environmental Protection Division Manager, shall be required, and such program shall entail a minimum of two (2) wells dug to the confining layer, to be tested and sampled at least every six (6) months, except that the property owner may be exempted from this groundwater monitoring requirement if the owner establishes that no potable water supply wells are located within five hundred (500) foot of the boundary of the junkyard site and the EPD Manager determines that no other environmental problems are associated with the junkyards that are</u>
 772 774 776 778 780 782 784 786 	permit. Such a use shall meet the following standards: <u>a.</u> <u>A land use permit shall be obtained;</u> <u>b.</u> <u>A comprehensive groundwater monitoring program, as determined by the Environmental Protection Division Manager, shall be required, and such program shall entail a minimum of two (2) wells dug to the confining layer, to be tested and sampled at least every six (6) months, except that the property owner may be exempted from this groundwater monitoring requirement if the owner establishes that no potable water supply wells are located within five hundred (500) foot of the boundary of the junkyard site and the EPD Manager determines that no other environmental problems are associated with the junkyard;</u>

	* * *
794	
	(11) <u>Reserved. Subject—to—federal,—state—and—local</u>
796	licensing and permitting requirements.
798	(12) A home of six or fewer residents which otherwise
	meets the definition of a community residential home with six (6)
800	or fewer clients shall be deemed a single-family unit and a noncommercial, residential use. Such a home shall be allowed in
802	single-family or multifamily zoning without approval by the County, provided that such a home in a sinde-family residential
804	district shall not be located within a radius of one thousand (1,000)
806	feet of another-existing such home with six or fewer residents or within a radius of one thousand two hundred (1,200) feet of
808	another existing community residential home. Distance requirements shall be documented by the applicant and submitted
810	to the Zoning Division with the application. All distance requirements pertaining to such a home with six or fewer residents
812	point of the <u>existing such home with six or fewer residents or</u>
814	existing community residential home or area of single-family zoning to the nearest point of the proposed home.
816	(Notwithstanding the foregoing provisions, any application for a community residential home which has been submitted to the
818	Zoning Division for distance separation review on or prior to June 18, 1991, shall be deemed consistent with this section, provided
820	such application could have met the distance separation requirements in effect upon the date of submission of such application.
822	appheauon.
	* * *
824	(14) A community residential house with
826	(14) A community residential home with more than six (6) elients-shall not be located within a radius of one thousand two
828	hundred (1,200) feet of another existing community residential home and shall not be located within five hundred (500) feet of any single femily, residential district. Distance, requirements shall be
830	single-family residential district. Distance requirements shall be documented by the applicant and submitted to the Zoning Division
832	with the application. All distance requirements pertaining to community residential homes shall be measured from the nearest
834	point of the existing community residential home or area of single- family zoning to the nearest point of the proposed home.
836	(Notwithstanding the foregoing provisions, any application for a community residential home which has been submitted to the Zamina Division for distance expection exciting an entries to have
838	Zoning Division for distance separation review on or prior to June 18, 1991, shall be deemed consistent with this section, provided

,

840	such application could have met the distance separation requirements in effect upon the date of submission of such application.)
842	
844	(15) A bed and breakfast homestay, bed and breakfast inn, or country inn may be permitted, subject to shall be subject to the requirements outlined in section 38-1425.
846	
848	(16) A permanent <u>emergency</u> generator for emergency use only shall be permitted as an ancillary use <u>during an</u> <u>emergency period</u> in all zoning districts, subject to the noise
850	control ordinance and the following requirements:
852	a. Except as provided in subsection g., below, the generator shall be located in the rear yard or the rear one-half
854	of the lot or parcel;
856	b. Maximum height—5 feet;
858	c. Rear setback—5 feet;
860	d. Side street setback—15 feet;
862	e. There are no spacing requirements between the principal building and the generator;
864	
866	f. In residentially zoned districts, the generator shall be screened from view by a wall, fence or hedge. In non- residentially zoned districts, the generator shall meet commercial
868	site plan requirements; and
870	g. A generator may be installed in the side yard of a lot, subject to the following:
872	1. Minimum five (5) foot setback when the generator is located in the rear yard of a residential lot;
874	2. Minimum thirty (30) ten (10) foot
876	setback when the generator is located along the side of the principal residence on a residential lot; or
878	3. Side yard setback shall comply with the applicable zoning district requirements when the generator is located on a nonresidential zoned lot.
880	
	* * *
882	

	(18) A screen room shall be permitted with the following
884	limitations: with respect to a Planned Developments, a screen
886	room may extend up to fifty percent (50%) into the required rear yard; provided that the rear yard is at least twenty (20) feet and the
000	applicant-provides a notarized statement-from-the-abutting-property
888	owner indicating that he/she does not object to the eneroachment.
890	and \underline{Ww} ith respect to property outside of <u>a</u> Planned Developments, a screen room may extend up to thirteen (13) feet into the required rear yard. Notwithstanding the foregoing, where an alley is
892	present, the screen room shall not be located closer than five (5) feet to the edge of the alley, and shall not be located within any
894	easement.
896	* * *
898	(20) A townhouse project or a triplex project or a quadraplex project which is designed, arranged and constructed so
900	that each dwelling unit may be owned by a separate and different owner, shall be a permitted use, subject to the following
902	requirements:
904	* * *
906	e. Off-street parking shall be provided at the rate of two (2) spaces per unit. Parking lots, driveways, and streets
908	within the project shall be designed to discourage through traffic. Driveways shall be located at least ten (10) feet from the buildings.
910	* * *
912	(26) a. An adult or child day care home shall
914	comply with the following requirements:
916	1. <i>Hours of operation</i> . A day care home may operate twenty-four (24) hours per day.
918	
920	2. Fence. A fence at least four (4) feet in height shall be placed around all outdoor recreation/play areas or outdoor use areas.
922	
924	3. <i>Parking spaces</i> . At least three (3) paved parking spaces shall be provided.
926	4. <i>Recreation</i> . <u>Indoor and Oo</u> utdoor
928	recreation/play areas or outdoor use areas shall be provided as required by the State of Florida.

930	5. Separation. A day care home located in a residential zoning district shall not be located within seven
932	hundred (700) feet of a nother day care home or one thousand two hundred (1,200) feet of a day care center located in a residential
934	zoning district. Distance requirements shall be documented by the applicant and submitted to the Zoning Division with the
936	application. Distance shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare
938	from the closest property boundary of a day care home to the closest property boundary of another day care home or shelter.
940	
942	<u>6. A Type D opaque buffer shall be</u> provided where outdoor recreation areas are adjacent to single- family zoning districts or single-family uses.
944	
946	b. An adult or child day care center shall comply with the following requirements:
948	1. Hours of operation. A day care center may operate twenty-four (24) hours per day in
950	nonresidential and R-3 zoning districts. In all other residential zoning districts, a day care center shall open no earlier than 6:00
952	a.m., and close no later than 7:00 p.m.
954	2. Location. A day care center shall be a permitted use in the R-3, U-V (town center), and any
956	professional office, commercial or industrial zoned district, and shall be a special exception in all other districts except R-T, R-T-1,
958	and-R-T 2.
960	3. <i>Parking spaces</i> . Permanent parking shall be provided in accordance with article XI of Chapter 38,
962	except for centers where there is no pick-up or drop-off area available on the property. In these types of centers, one (1) off-
964	street parking space for each five (5) children shall be required.
966	4. <i>Recreation</i> . <u>Indoor and Oo</u> utdoor recreation/play areas or outdoor use areas shall be provided as
968	required by the State of Florida.
970	5. <i>Fence</i> . A fence at least four (4) feet in height shall be placed around all outdoor recreation/play areas or
972	outdoor use areas.

974	6. Buffer. A ten (10) foot wide buffer
976	shall be provided to separate this use from any adjoining residential zoned district. This buffer shall consist of intermittently
	placed screening at least three (3) feet in height that constitutes
978	thirty (30) percent of the buffer length. The buffer shall consist elsewhere of berms, planted and/or existing vegetation.
980	
982	7. <i>Ancillary use</i> . A day care center may be permitted as a special exception in conjunction with and as an ancillary use to institutional uses which are permitted uses or are
984	allowed as a special exception, such as, but not limited to, religious institutions, schools, and nonprofit institutional uses.
986	* * *
988	
990	(31) Mechanical garage shall mean buildings and premises where the functions and services rendered relate to the maintenance services and renair of systemphiles buses taxi only
992	maintenance, service, and repair of automobiles, buses, taxi cabs and trucks. However, a mechanical garage does not include buildings and premises where the functions and services rendered
994	are:
996	a. Bodywork;
998	b. Painting of automobilies or other vehicles;
220	ea. Storage of vehicles for the purpose of using
1000	parts of such vehicles for sale or repair; or
1002	bel. Any condition which may be classified as a junkyard.
1004	
1006	(32) A special exception is required for agriculturally and residentially zoned lands located in a Rural Settlement (RS) designated on the CPP Future Land Use Element Map.
1008	* * *
1010	
1012	(36) Except as set forth in subsections 38-79(36)h. and i. below, the raising or keeping of poultry shall comply with the following requirements:
1014	
1016	<u>a. no commercial on-site slaughtering in</u> agricultural and residential zoned districts;
1018	b. an agriculturally zoned parcel up to five (5) acres shall be limited to not more than thirty (30) poultry; an

÷

1020	amount of poultry in excess of this limit shall require a special exception;
1022	
1024	c. an agriculturally zoned parcel more than five (5) acres and less than ten (10) acres shall be limited to not more than one hundred (100) poultry; an amount of poultry in excess of
1026	this limit shall require a special exception;
1028	d. an agriculturally zoned parcel ten (10) acres or greater shall have no limit on the number of poultry;
1030	
1032	e. the following requirements shall apply in the RCE, RCE-2 and RCE-5 zoning districts:
1034	1. roosters shall be prohibited;
1036	<u>2. all poultry shall be for domestic use</u> only;
1038	
	3. not more than twelve (12) poultry; an
1040	amount of poultry in excess of this limit shall require a special
1042	exception; f. any cage, pen, covered enclosure, barn, or
1044	other holding area shall be setback at least thirty feet (30) feet from
	all property lines and at least thirty (30) feet from the normal high
1046	all property lines and at least thirty (30) feet from the normal high water elevation of any lakes or natural water bodies;
1046 1048	water elevation of any lakes or natural water bodies; g. excrement and waste shall not be piled or
	water elevation of any lakes or natural water bodies;
1048	water elevation of any lakes or natural water bodies;g.excrement and waste shall not be piled orstored within one hundred (100) feet of any residentially zoneddistrict;h.A bona fide agricultural business or use that
1048 1050	water elevation of any lakes or natural water bodies; g. excrement and waste shall not be piled or stored within one hundred (100) feet of any residentially zoned district; h. A bona fide agricultural business or use that is exempt from local government zoning regulations under the Florida Statutes shall not be subject to the requirements of this
1048 1050 1052	water elevation of any lakes or natural water bodies; g. excrement and waste shall not be piled or stored within one hundred (100) feet of any residentially zoned district; h. A bona fide agricultural business or use that is exempt from local government zoning regulations under the
1048 1050 1052 1054	water elevation of any lakes or natural water bodies; g. excrement and waste shall not be piled or stored within one hundred (100) feet of any residentially zoned district; h. A bona fide agricultural business or use that is exempt from local government zoning regulations under the Florida Statutes shall not be subject to the requirements of this
1048 1050 1052 1054	water elevation of any lakes or natural water bodies; g. excrement and waste shall not be piled or stored within one hundred (100) feet of any residentially zoned district; h. A bona fide agricultural business or use that is exempt from local government zoning regulations under the Florida Statutes shall not be subject to the requirements of this subsection 38-79(36);
1048 1050 1052 1054 ~ 1056	 water elevation of any lakes or natural water bodies; g. excrement and waste shall not be piled or stored within one hundred (100) feet of any residentially zoned district; h. A bona fide agricultural business or use that is exempt from local government zoning regulations under the Florida Statutes shall not be subject to the requirements of this subsection 38-79(36); i. The keeping of poultry for an approved 4H or Future Farmers of America (FFA) educational program shall be exempt from the requirements of this subsection 38-79(36), provided the number of poultry does not exceed twelve (12) and
1048 1050 1052 1054 1056 1058	water elevation of any lakes or natural water bodies; g. excrement and waste shall not be piled or stored within one hundred (100) feet of any residentially zoned district; h. A bona fide agricultural business or use that is exempt from local government zoning regulations under the Florida Statutes shall not be subject to the requirements of this subsection 38-79(36); i. The keeping of poultry for an approved 4H or Future Farmers of America (FFA) educational program shall be exempt from the requirements of this subsection 38-79(36).

1066	residential-zoned-districts. All-pens, enclosures, or waste disposal
1068	activities shall not be located any closer than fifty (50) feet from the property line or one hundred (100) feet from a residential
1070	dwelling unit-and shall not be located any closer than fifty (50) feet from the normal-high-water-elevation of any natural-water body. ("Poultry" shall mean-domestic fewl-such as chickens, reesters,
1072	('roant) - main mean aomeste rom seen as emokens, roosers, turkeys, ducks, geese, pigeons, hons, quails, pheasants, and squabs.)
1074	
1076	(37) <u>Reserved. The raising or keeping of poultry for</u> domestic purposes shall be a permitted use, provided that it is limited to thirty (30) birds or less, and the lot is located at
1078	minimum of one hundred (100) feet from all-residential-zoned districts. All-pens, enclosures, or waste disposal activities shall not
1080	be located any closer than fifty (50) feet from the property line or one hundred (100) feet from a residential dwelling unit and shall
1082	not be located any closer than fifty (50) feet from the normal high water-elevation of any natural water body. ("Poultry" shall-mean
1084	domestic fowl, such as chickens, roosters, turkeys, ducks, geese,
	pigeons, hens, quails, pheasants and squabs.)
1086	
1088	* * *
1090	(40) <u>Reserved.</u> The raising or keeping of poultry shall be a permitted use, provided that: lit is limited to twolve (12) birds
1092	or less, and the lot is located a minimum of one hundred (100) feet from all residential zoned districts, except R-CE-5, R-CE-2, and R- CE-zoned districts. All pens, enclosures and waste disposal
1094	activities shall be located not closer than fifty (50) feet from the rear or side property line, shall not be located in front of the front
1096	setback line, shall-not be located any closer than fifty (50) feet from the normal high water elevation of any natural water body,
1098	and it shall be located a minimum of one hundred (100) feet from a residential zoned district. ("Poultry" shall mean domestic fow!
1100	such as chickens, roosters, turkeys, ducks, geese, pigeons, hens, quails, pheasants and squabs.)
1102	- · · ·
1104	(41) Except as set forth in subsections 38-79(41)i. and j. below, the raising or keeping of horses, ponies, donkeys and mules shall comply with the following requirements:
1106	
1108	<u>a. no on-site slaughtering, commercial or</u> otherwise;
1110	b. in A-1, A-2, A-R, RCE, RCE-2 and RCE-5 zoning districts [previously at P&ZC on 5/19/16, " zoned

1112	lands" <u>not more than one animal per acre for grazing purposes</u> only [previously, " one animal per acre if grazing only"] (not
1114	kept in holding areas too); more than one animal per acre for grazing only requires a special exception;
1116	
1118	c. in A-1, A-2, A-R, RCE, RCE-2 and RCE-5 zoning districts [previously, " zoned lands"] not more than one animal per acre for grazing purposes [previously, " one
1120	animal per acre if grazing only"]; if animals are permanently kept in holding areas such as a barn, paddock, stall, or corral,
1122	previously, <u>"if animals are kept in barns, paddocks, stalls,</u> corrals or other holding areas," no more than four (4) animals
1124	per conforming lot or parcel, and if more than four (4) animals are kept in holding areas, a special exception shall be required; the
1126	requirements for property where animals only graze and where animals are kept in holding areas shall be mutually exclusive;
1128	
1130	<u>d.</u> any barn, paddock, stall, or corral [previously, <u>"any barn, paddock, stall, corral or other holding</u>
1132	area"] shall be setback at least fifteen (15) feet from all property lines and at least thirty (30) feet from the normal high water
1134	elevation of any lakes or natural water bodies;
1136	e. manure and compost shall not be piled or stored within thirty (30) feet of any property line;
1138	f. boarding of animals for commercial purposes in agricultural and residential zoned districts requires a
1138 1140	purposes in agricultural and residential zoned districts requires a special exception, and is subject to the requirements in subsections
	purposes in agricultural and residential zoned districts requires a special exception, and is subject to the requirements in subsections 38-79(41)b. through e.:
1140	<u>purposes in agricultural and residential zoned districts requires a</u> <u>special exception, and is subject to the requirements in subsections</u> <u>38-79(41)b. through e.;</u> <u>g. boarding of animals for commercial</u> <u>purposes in commercial and industrial zoned districts is permitted,</u>
1140 1142	purposes in agricultural and residential zoned districts requires a special exception, and is subject to the requirements in subsections 38-79(41)b. through e.; <u>g. boarding of animals for commercial purposes in commercial and industrial zoned districts is permitted, subject to the requirements in subsections 38-79(41)e. and f.;</u>
1140 1142 1144	<u>purposes in agricultural and residential zoned districts requires a</u> <u>special exception, and is subject to the requirements in subsections</u> <u>38-79(41)b. through e.;</u> <u>g. boarding of animals for commercial</u> <u>purposes in commercial and industrial zoned districts is permitted,</u> <u>subject to the requirements in subsections 38-79(41)e. and f.;</u> <u>i. a bona fide agricultural business or use that</u> <u>is exempt from local government zoning regulations under the</u>
1140 1142 1144 1146	<u>purposes in agricultural and residential zoned districts requires a</u> <u>special exception, and is subject to the requirements in subsections</u> <u>38-79(41)b. through e.;</u> <u>g. boarding of animals for commercial</u> <u>purposes in commercial and industrial zoned districts is permitted,</u> <u>subject to the requirements in subsections 38-79(41)e. and f.;</u> <u>i. a bona fide agricultural business or use that</u>
1140 1142 1144 1146 1148	purposes in agricultural and residential zoned districts requires a special exception, and is subject to the requirements in subsections 38-79(41)b. through e.; g. boarding of animals for commercial purposes in commercial and industrial zoned districts is permitted, subject to the requirements in subsections 38-79(41)e. and f.; i. a bona fide agricultural business or use that is exempt from local government zoning regulations under the Florida Statutes shall not be subject to the requirements of this subsection 38-79(41): j. the keeping of animals for an approved 4H
1140 1142 1144 1146 1148 1150	purposes in agricultural and residential zoned districts requires a special exception, and is subject to the requirements in subsections 38-79(41)b. through e.: <u>g. boarding of animals for commercial purposes in commercial and industrial zoned districts is permitted, subject to the requirements in subsections 38-79(41)e. and f.: <u>i. a bona fide agricultural business or use that is exempt from local government zoning regulations under the Florida Statutes shall not be subject to the requirements of this subsection 38-79(41):</u></u>

,

.

1158	The raising or keeping of cows, horses, goats and/or ponies for domestic purposes shall be a permitted use, provided that the
1160	total number of animals shall not exceed one (1) animal per-acre. The raising of more animals than permitted herein shall require
1162	special exception approval. All stables, pens, or corrals shall be no closer than thirty (30) feet from the rear or side property line, shall
1164	not be located in front of the front setback line and shall not be located any closer than fifty (50) feet from the normal high water
1166	elevation of any natural-water body.
1168	* * *
1170	(45) Except as provided in subsections (45)a. through f. for boats and subsections (45)g. through j. for recreational
1172	vehicles, no boat, regardless of its length, and no recreational vehicle, may be parked, stored, or otherwise kept on a lot or parcel.
1174	For purposes of this subsection (45), a "boat" shall not include a canoe sixteen (16) feet or less in length, a sailboat sixteen (16) feet
1176	(16') or less in length with the mast down, a jon boat sixteen (16) feet or less in length, or a personal watercraft (e.g., a jet ski). Also
1178	for purposes of this subsection, the length of a boat shall be measured from the front of the bow to the back of the stern,
1180	excluding the motor or propeller.
1182	a. The maximum number of boats permitted to be parked, stored or kept on the lot or parcel shall be calculated as
1184	follows depending on the size of the lot or parcel:
1186	1. For a lot or parcel less than or equal to one-quarter acre, the maximum total number is two (2) boats,
1188	with a maximum number of one (1) boat in the front yard;
1190	2. For a lot or parcel greater than one- quarter acre and less than or equal to one-half acre, the maximum
1192	total number is three (3) boats, with maximum number of one (1) boat in the front yard; and
1194	
1196	3. For a lot or parcel greater than one- half acre, the maximum total number is four (4) boats, with a maximum number of one (1) boat in the front yard.
1198	
1200	b. The <u>registered</u> owner of the boat(s) and/or boat trailer(s) shall be the owner or <u>lessee occupant</u> of the principal structure at the lot or parcel.
1202	Surveyere at the lot of pureet.

`

1206

c. No boat or boat trailer may be parked, stored, or kept wholly or partially within the public or private right-of-way, including the sidewalk.

1208 purposes.

d. No boat may be occupied or used for storage

A boat less than or equal to twenty-four (24) 1210 e. feet in length may be parked, stored, or kept inside a garage, under a carport, in the driveway, in the front yard on an approved 1212 surface, in the side yard, or in the rear half of the lot or parcel. An approved surface situated in the front half of the lot or parcel shall 1214 be placed immediately contiguous to the driveway, and not anywhere else in the front yard or side yard. Such a boat on the 1216 rear half of the lot or parcel shall be screened from view from the right of way when it is parked or stored behind the principal 1218 structure, and shall be at least ten (10) feet from the side lot lines and at least five (5) feet from the rear lot line. Setbacks may be 1220 reduced to zero (0) feet if a six-foot high fence, wall, or vegetative buffer, exists along the lot line. (For purposes of this subsection 1222 (45), an "approved surface" shall mean a surface consisting of asphalt, gravel, pavers, or concrete.) 1224

1226 A boat greater than twenty-four (24) feet in f. length may be parked, stored or kept inside a garage, under a carport, or in the rear half of the lot or parcel, but not in the 1228 driveway or in the front yard. Such a boat on the rear half of the lot or parcel shall be screened from view from the right of way 1230 when it is parked or stored behind the principal structure, and shall 1232 be at least ten (10) feet from the side lot lines and at least five (5)feet from the rear lot line. Setbacks may be reduced to zero (0) if a 1234 six-foot high fence, wall, or vegetative buffer, exists along the lot line. Furthermore, the owner of such a boat shall obtain a permit 1236 from the zoning division in order to park, store or keep the boat at the lot or parcel. 1238

g. Not more than one (1) recreational vehicle 1240 may be parked, stored or kept on the lot or parcel.

1242h.The owner of the recreational vehicle shall
be the owner or lessee occupant of the principal structure at the lot
or parcel.

i. No recreational vehicle may be occupied while it is parked, stored or kept on the parcel.

j. A recreational vehicle may be parked, stored 1250 or kept only on an approved surface in the front half of the lot or parcel (behind the front yard setback) or on an unimproved surface 1252 in the rear half of the lot or parcel. The recreational vehicle shall not obscure the view of the principal structure from the right-of-1254 way adjoining the front of the subject property, and shall be at least ten (10) feet from the side lot lines and at least five (5) feet from 1256 the rear lot line. Setbacks may be reduced to zero (0) feet if a sixfoot high fence, wall, or vegetative buffer, exists along the lot line. 1258 Furthermore, the owner of such a recreational vehicle shall obtain a permit from the zoning division in order to park, store or keep the 1260 recreational vehicle at the lot or parcel. 1262 1264 (48) Reserved. Commercial eviculture or any aviary shall be as defined in section 38-1 of this chapter and may be 1266 permitted as a special exception subject to the following requirements. Each application shall include a site plan and 1268 corresponding narrative which shall contain the following information: 1270 a-A dimensionalized site plan (drawn to scale) 1272 indicating the location, height and intended use of all existing and proposed structures. 1274 - b. The location, nature and height of proposed 1276 security fences, berms, landscaping and other security and noise alleviation structures. 1278 ----- A description of the facility-outlining the 1280 intended method of operation, including the number, types and characteristics of the birds. 1282 Except as set forth in subsections 38-79(49)e. and (49)1284 f. below, the raising or keeping of goats, sheep, lambs, and pigs shall comply with the following requirements: 1286 no commercial on-site slaughtering in a. agricultural and residential zoned districts; 1288 1290 not more than eight (8) animals per acre; **b**. more than that amount requires a special exception; 1292

c.any barn, paddock, stall, pen, or corral1294[previously, "any barn, paddock, stall, pen, corral, exercise

	area, or other holding area" shall be setback at least fifteen (15)
1296	feet from all property lines and at least thirty (30) feet from the
1298	normal high water elevation of any lakes or natural water bodies;
1300	<u>d.</u> manure and compost shall not be piled or stored within thirty (30) feet of any property line;
1302	e. a bona fide agricultural business or use that
1304	is exempt from local government zoning regulations under the Florida Statutes shall not be subject to the requirements of this
1306	subsection 38-79(49);
1308	<u>f.</u> the keeping of animals for an approved 4H or FFA educational program shall be exempt from the requirements of this subsection 38-79(49), provided the number of
1310	animals does not exceed six (6) and the duration of the program does not exceed six (6) months.
1312	The raising or keeping of six (6) or less farm animals such
1314	as swine or goats for domestic purposes only shall be a permitted use.
1316	(50) To the extent not inconsistent or in conflict with any
1318	applicable federal or state law, including Section 163.04, Florida Statutes, solar panels, wind turbines, and other energy devices
1320	based on renewable resources may be permitted, provided they comply with the following requirements:
1322	
1324	<u>a.</u> Solar panels, wind turbines and other energy <u>devices shall be located at least two hundred (200) feet from any</u> residential use or district or P-D with residential land use approval;
1326	
1328	b. Solar panels, wind turbines and other energy devices shall comply with all other applicable laws and regulations.
1330	Poultry raising or keeping in excess of one hundred (109)
1332	birds, and/or keeping or raising in excess of six (6) swine may be permitted as a special exception, subject to comoplying with the
1334	following additional requirements:
1336	a. <u>All-pons, birds, swine, manure and waste disposal</u> activities shall be located at I east one thousand (1,000) feet from
1338	any residential zoned lands.

1340	b. <u> </u>
1342	•
1344	c. All-pens, birds, swine, manure and waste disposal activities shall be located at least one hundred fifty (150) feet from abutting property and shall be located at least two hundred (200)
1346	feet from a public street.
1348	dDead-birds-and-swine-shall-be-disposed-of-in accordance with applicable health regulations.
1350	e. Manure-and-other-wastes-shall-be-disposed-of-in
1352	accordance with applicable health regulations.
1354	f. Flics and insects shall be controlled in accordance with applicable health department regulations.
1356	
1358	g.——Poultry-shall-mean-domestic fowl such as chickens, roosters, turkeys, ducks, geese, pigeons, hens, quails, pheasants and squabs.
1360	* * *
1362	(51) a. In an A-1, A-2, I-2/I-3, or I-4 zoned district,
1364	the location depicted on the approved commercial site plan for this type of use or operation that will have equipment or machines,
1366	including a crusher, stockpiles, or loading/unloading activity, but excluding a truck or other motor vehicle or an internal access road,
1368	shall be at least one thousand (1,000) feet from the nearest property line of any residential zoned district, residential use, or school.
1370	
1372	b. Effective January 30, 2015, this type of use or operation shall be prohibited in the I-1/I-5 zoning district, except as follows:
1374	-
1376	1. Any application for such use that was submitted but not approved prior to September 26, 2014, may
1378	be resubmitted by not later than December 31, 2015, and permitted, provided the parcel or tract that was the subject of the pre-September 26, 2014, application is adjacent to an I-1/I-5 parcel
1380	or tract permitted for such use prior to September 26, 2014, and is no closer to the nearest residential zoned district or residential use;
1382	or
1384	2. Any application submitted between January 30, 2015, and December 31, 2015, may be permitted,

.

provided the parcel or tract that is the subject of such an application was under common ownership as of September 26, 2014, with the parcel or tract that was permitted for such use prior to September 26, 2014, and is adjacent to the previously permitted parcel or tract, and such non-permitted parcel or tract is no closer to the nearest residential zoned district or residential use.

If an applicant under subsection $38-79(\frac{77}{51})b$, is unable to meet the 1,000 foot distance separation requirement described in 1394 subsection 38-79(7751)a., a site specific noise study may be required indicating that a reduced setback, including any 1396 operational and/or engineering controls, will enable the use or 1398 operation to comply with the County's noise control ordinance at the closest residential or noise sensitive area property line. Such 1400 noise study shall be signed by a licensed professional engineer with experience in sound abatement. If the application is approved, a confirmation study shall be conducted by the owner during the 1402 initial two weeks of full operations at the site. Measurements shall 1404 be taken at the nearest residential and noise sensitive area property lines and a report shall be submitted to the County within fortyfive (45) days after initiation of the sampling. If the report shows 1406 that the measurements exceed permissible limits, the use or 1408 operation shall be deemed in violation of subsection 38-79(7751).

1410c. The type of use or operation allowed under
subsection 38-79(7751)a. shall meet the following location, design1412and operational criteria:

14141. The use or operation shall be subject
to an approved commercial site plan, and shall comply with all
applicable laws, ordinances, rules, and regulations, including the
air quality rules codified at Article III, Chapter 15, Orange County
Code, the noise control ordinance codified at Article V, Chapter
15, Orange County Code, and the vibration requirements in
Section 38-1454, Orange County Code.

1422 2. Unconfined uncontrolled or emissions of particulate matter from any crushing activity, 1424 activity, screening conveying activity. stockpiling. loading/unloading activity, or vehicular traffic shall be controlled 1426 using water suppression systems, dust suppressants, or other engineering controls acceptable to the County.

3.Buffer requirements at any abutting1430residential or institutional use property line shall be Type A opaque

1428

	with landscaping, consistent with the landscaping and buffering
1432	ordinance codified at Article I, Chapter 24, Orange County Code.
1434	4. Stockpile heights shall not exceed thirty five feet (35') above the finished grade elevation in A-1 and
1436	A-2 zoned districts, and shall not exceed fifty feet (50') above the finished grade elevation in I-2/I-3 and I-4 zoned districts.
1438	5. Building heights shall not exceed
1440	fifty (50) feet, or thirty-five (35) feet when located within one hundred (100) feet of a residential zoning district or residential
1442	designation on the future land use map, or one hundred (100) feet when located more than five hundred (500) feet of a residential
1444	zoning district or residential designation on the future land use map, whichever is applicable.
1446	· · · · ·
1448	6. Hours of operation shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to
1450	3:00 p.m. on Saturday at a plant or facility in an A-1, A-2, I-2/I-3, or I-4 zoned district. No such plant or facility may operate on
1452	Sunday.
1454	d. The type of use or operation allowed under subsection $38-79(7751)$ b. shall meet the criteria described in subsection $38-79(7751)$ b. 1 2 and 5 and the following additional
1456	subsection 38-79(77 <u>51</u>)c.1, 2 and 5, and the following additional criteria:
1458	1. Any portion of the combined parcels or tracts that abuts residential or institutional use property line shall
1460	have the following buffer: an eight foot (8') high precast concrete wall with stucco finish, with Textilis Gracilis (slender weaver) or
1462	multiplex Silverstripe clumping bamboo planted every four feet (4') along the length of the wall, within three feet (3') of the wall
1464	face. Such planted bamboo shall be from seven (7) to ten (10) gallon pots, and the bamboo plants shall be at least ten feet (10') in
1466	height at the time of planting.
1468	2. Stockpile heights shall not exceed thirty five feet (35') above the finished grade elevation.
1470	3. Hours of operation shall be limited to
1472	7:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 3:00 p.m. on Saturday. No such plant or facility may operate on
1474	Sunday. No such plant or facility may operate a concrete crusher

.

on Saturday. However, the sale of aggregate materials shall be permitted on Saturday. 1476

1478 4. The equipment οr machines. including a crusher but excluding a truck or other motor vehicle or 1480an internal access road, shall be located on the parcel or tract that is furthest away from the nearest residential zoned district or 1482 residential use, and such equipment shall be located as far away from the nearest residential zoned district or residential use as 1484 practical or feasible.

1486 5. No more than one concrete crusher shall be permitted at the plant or facility.

6. The concrete crusher shall 1490 incorporate sound attenuation devices as depicted in the approved commercial site plan. The sound attenuation devices shall consist of buffering walls or engineered structures/components along three 1492 (3) sides of the crusher, including sides that face residential and institutional property lines. The fourth side may remain open for 1494 access to operate the crusher equipment and accompanying processes. The sound attenuation walls shall be at least three feet 1496 (3') higher than the top of the crusher equipment, excluding the 1498 conveyors.

1500 Notwithstanding anything that may or seem e. to be contrary in Section 38-77 or this subsection 38-79(7751), excavation pits shall be a permitted use in the I-1/I-5, I-2/I-3, I-4, 1502 A-1, and A-2 zoned districts, subject to complying with all applicable laws, ordinances, rules, and regulations, including the 1504 excavation and fill ordinance codified at Chapter 16. Orange County Code. Any crushing activity or crushing equipment at an 1506 excavation pit shall comply with the 1,000 foot distance separation requirement described in subsection 38-79(7751)a. 1508

1510 1512 Temporary portable storage containers (TPSC) are (55)permitted in a manner that is safe and compatible with adjacent surrounding uses and activities and in compliance with this 1514 subsection. A TPSC to be placed on property for less than one 1516 hundred eighty (180) days requires a zoning permit. A TPSC to be placed on property for one hundred eighty (180) days or more requires a zoning permit and a building permit. Once a TPSC is 1518

least one hundred eighty (180) days.

680

1520

1488

removed from property, it may not be replaced for a period of at

1522	a. Duration. A TPSC may be placed on
1524	residential property for the following periods of time, but the Zoning Manager may authorize a time extension of the applicable
1526	duration period if the property owner demonstrates that extenuating circumstances exist to justify the extension. Upon
1528	completion of the work permitted, the PTSC shall be removed within seven (7) days.
1530	1. A TPSC placed in conjunction with moving activities may be permitted for a maximum of fourteen
1532	(14) days.
1534	2. A TPSC placed for reconstruction and/or remodeling may be permitted for a maximum of thirty (30)
1536	days.
1538	3. A TPSC placed for new construction may be permitted for a maximum of 180 days.
1540	<u>4. Once a permit for a TPSC has</u>
1542	expired, or has utilized its maximum duration, or has been removed from the site, no additional permits for a TPSC may be
1544	issued until after a period of 180 days has transpired.
1546	b. Location and size.
1548	1. A TPSC shall be located a minimum of five (5) feet from any property line. The TPSC shall be placed
1550	on an improved area only, not on grassed or landscaped areas.
1552	2. The maximum allowable size for a TPSC on a residential lot is an aggregate sum of one hundred sixty
1554	(160) square feet.
1556	3. A TPSC shall not be located in a manner that impairs a motor vehicle operator's view of other
1558	vehicles, bicycles or pedestrians utilizing, entering or exiting a right-of-way; or in a manner that obstructs the flow of pedestrian
1560	or vehicular traffic.
1562	4. A TPSC shall not be placed within a required landscape or buffer area or areas that are considered
1564	environmentally sensitive.
1566	* * *

	(59) <u>Reserved. Riding-stables, may be permitted as a</u>
1568	special-exception, provided that no structure, barn, pen or corral housing animale-shall be located eleser thrue fifty (54) feet from
1570	any property line, and provided that the density shall not exceed
1572	one (1) animal per acro of lot area. This restriction shall a 1 apply to grazing areas.
1574	* * *
1576	(61) Public and private utilities. Structures, buildings, or
1578	uses required for public or private utilities, including but not limited to <u>gG</u> as substations, electric substations, telephone dial
1580	exchange buildings, and radio and television <u>sub</u> stations and towers shall be permitted in industrial districts. Such structures
1582	may be permitted in any other district only as a special exception. Security fences, minimum of six (6) feet in height, shall be
1584	required around any gas or electric substation. (Electric substations, also known as distribution electric substations, are addressed under subsection 38-79(81).)
1586	* * *
1588	
1590	(63) Such use is subject to the requirements set forth in Ordinance No. 94-26. With respect to animal slaughtering, and the confinement of animals for finishing and preparation for slaughter,
1592	all storage and processing activities shall be enclosed within a wall or structure constructed and maintained in a manner such that
1594	storage, slaughtering, or processing activity is not visible from any public or private street or any point on abutting property lines.
1596	* * *
1598	
1600	(68) An automobile service station shall be a permitted use, subject to the following standards:
1602	a. All pump islands shall be set back at least fifteen (15) feet from the right-of-way line, or, where a major street
1604	setback distance has been established under article XV of chapter 38, pump islands shall not encroach into the setback distance more
1606	than fifteen (15) feet.
1608	b. The overhang of a pump island canopy not attached to the service station structure shall be set back at least
1610	five (5) feet from the right-of-way line, or, where a major street setback distance has been established, such overhang shall not
1612	encroach into the setback distance more than twenty-five (25) feet.

1614	c. The overhang of a pump island canopy attached to the service station structure shall be deemed part of the structure and subject to building setback requirements.
1616	and the subject to canoning beloaded requirements
1618	d. When the service station abuts a residential district, it shall be separated therefore a base of the second static sta
1620	with the requirements in Section 24-5 of the Orange County Code.
1622	e. <u>Automobile towing may be permitted as an</u> accessory use. However, towed vehicles shall not be stored on site.
1624	
1000	(69) in trassicial relatily sinds frainly twelling shall be a
1626	permitted use. The keeping of animals for an approved 4H or FFA educational program shall be exempt from the requirements of this
1628	subsection 38-79(69), provided the number of animals does not exceed six (6) and the duration of the program does not exceed six
1630	(6) months.
1632	(70) Pump islands for dispensation of motor fuel shall be a permitted ancillary use in conjunction with convenience stores.
1634	All pump islands shall comply with the requirements of subsection 38-79(68).
1636	* * *
1638	(77) Valet parking service shall be a permitted use, provided that a parking lot associated therewith shall not be
1640	permitted. Reserved.
1642	* * *
1644	(81) <u>Distribution electric substations</u> , as that term is <u>defined in Section 163.3208(2)</u> , Florida Statutes, shall be permitted
1646	in all zoning districts, except in those areas designated as preservation, conservation, or historic preservation on the future
1648	land use map or duly adopted ordinance. Security fencing, a minimum of six (6) feet in height, shall be required around the
1650	substation. In addition, applicants for such uses shall be required to implement reasonable setback, landscaping, buffering,
1652	screening, lighting, and other aesthetic compatibility standards. Vegetated buffers or screening beneath aerial access points to the
1654	substation equipment shall not be required to have a mature height in excess of fourteen (14) feet. Unless and until the County adopts
1656	reasonable standards for substation siting in accordance with Section 163.3208(3), the standards set forth in Section
1658	163.3208(4), shall apply. Prior to submitting an application for the

.

location of a new distribution electric substation in a residential 1660 area, the utility shall consult with the County regarding the selection of the site, and both the utility and the County shall 1662 comply with Section 163.3208(6). If the County adopts standards for the siting of new distribution electric substations, the County 1664 shall be subject to the timeframes set forth in Section 163.3208(8) for granting or denying a properly completed application for a permit and for notifying the permit applicant as to whether the 1666 application is, for administrative purposes only, properly 1668 completed and has been properly submitted. A parking lot or parking-garage which is access no to manifectuate ffice, industrial 1670 or commercial use may be permitted as a special exception. provided that such parking facility does not materially interfere with nearby residential uses. 1672 1674 1676 Reserved. To the extent this subsection, or any (83) portion thereof, may not be consistent with or may conflict with an 1678 applicable federal or state law, including Section 163.04, Florida Statutes, the applicable federal or state law shall control. Solar 1680 panels, wind turbines, and other energy devices based on

(83) Reserved. To the extent this subsection, or any portion thereof, may not be consistent with or may conflict with an applicable federal or state law, including Section 163.04, Florida Statutes, the applicable federal or state law shall control. Solar panels, wind turbines, and other energy devices based on renewable resources may be permitted as an accessory structure or use. Solar panels that are not free-standing or ground-mounted shall be located on the roof or top of a building or structure, provided they do not exceed the maximum building height requirement. Wind turbines may be only free-standing or groundmounted. Free-standing and ground-mounted wind turbines and solar panels shall comply with the following additional requirements:

1690a. The maximum height of wind turbines shall
be fifteen (15) feet, and the maximum height of solar panels shall
be eight (8) feet;1692be eight (8) feet;

1694 b. Maximum of one wind turbine per parcel;

1696c. Free-standing or ground-mounted solarpanels shall be shielded by an opaque fence or wall between six (6)1698feet and eight (8) feet in height;

<u>d.</u><u>Minimum building setback shall be five (5)</u> feet from side and rear property lines;

e. In a residential area, the square footage of solar panels shall not exceed twenty-five percent (25%) of the

684

1682

1684

1686

1688

1700

1706	living area of the principal structure, and such square footage shall not count towards the allowed square footage for other accessory structures.
1708	
1710	f. Wind turbines and solar panels shall be located only in a side or rear yard; and
1712	g. Wind turbines, solar panels and other energy devices shall comply with all other applicable laws and
1714	regulations.
1716	* * * (86) Reserved. Outdoor seating is permitted subject to
1718	the following conditions:
1720	a. <u>All lighting at outdoor seating areas shall be</u> directed away from all residential uses or residential zoning
1722	districts:
1724	a.b. Activity at outdoor seating areas shall comply with Chapter 15, Article V (Noise Pollution Control)
1726	Orange County Code; and
1728	c. All outdoor seating shall be depicted on site plans.
1730	
1732	(87) A <u>single portable food vendor, including a food</u> <u>truck or vehicle</u> , shall be a permitted use <u>on a parcel or lot</u> , subject to the standards -requirements in subsections a. through <u>f.i.</u> , or it
1734	may be permitted as a special exception in a C-1 zoned district pursuant to subsection jg , subject to the standards-requirements in
1736	subsections g. and a. through e.h. and j.:
1738	a
1740	a. Hours of operation shall be limited to between 7:00 a.m. and 12:00 a.m.;
1742	
1744	b. Outdoor seating shall be prohibited;
1746	c. Audio equipment and video equipment shall be prohibited;
1748	d. Overnight stay shall be prohibited unless the
1750	use is located in a zoning district that permits outdoor storage, in which case the vehicle, truck and any other equipment stored

•

1752	overnight shall be placed in an area that is not visible from a public right-of-way.
1754	b.e The operation shall not be located within a public right-of-way, and if it abuts a public right-of-way the
1756	operator shall first obtain a right-of-way utilization permit for construction of a driveway to provide access to the site, as required
1758	by Section 21-239 of the Orange County Code, and the operation it shall be setback a minimum of ten (10) feet from any such public
1760	right-of-way;
1762	ef. Pursuant to Section 31.5-144(a), No-signage is prohibited.
1764	dg. The operation shall not be located within
1766	any driveway, driving aisle or on any parking spaces required pursuant to Article XI of Chapter 38 of the Orange County Code;
1768	eh. The operation shall not be permitted on any
1770	property not containing a licensed and approved business or on any vacant property or vacant building;
1772	i. The vendor shall provide the County with a
1774	notarized affidavit from the property owner approving a food vending operation.
1776	f. In the C-1 zoning district, the operation shall
1778	be located under the canopy of the principal building on-site, except as may be permitted as a special exception under subsection
1780	gi;
1782	gk. In the C-1 zoned district, an operation may be permitted as a special exception in an area that is not located
1784	under the canopy of the principal building on-site, provided the length and width of the mobile trailer are equal to or greater than
1786	seven (7) feet by fourteen (14) feet, such an operation satisfies the standards in subsections a. through e.i., and such an operation is
1788	situated at least 1,000 feet from any other such operation (the distance being measured from property line to property line).
1790	
1792	If more than one portable food vendor is proposed on a lot or parcel, it shall be deemed an open air market, and may be allowed only if approved by special exception.
1794	<u> </u>

* * *

.

1796	(95) Reserved. Docks shall be permitted, subject to the following standards:
1798	
1800	a. Dock construction shall comply with Article IX, Chapter 15, Orange County Code;
1802	b. Any part of the dock that is landward of the normal high water elevation shall have a minimum side yard
1804	setback of five feet (5');
1806	c. The dock shall be located on the parcel with the dock owner's residence or it may be located on an abutting
1808	parcel that is aggregated with the parcel with the dock owner's residence; previously at PZC, " may be located on a
1810	different parcel, provided it is located within three hundred (300) feet of the dock owner's residence."]
1812	d. An uncovered boardwalk may connect the
1814	dock to a principal or accessory structure on the parcel;
1816	e. Any accessory structure attached to an uncovered boardwalk shall meet the required setback from the
1818	normal high water elevation; and
1820	f. A covered boardwalk shall constitute an accessory structure that is subject to all applicable laws and
1822	regulations, including height and setback requirements.
1824	(96) Wood chipping, wood mulching and composting for commercial purposes shall require special exception approval <u>in</u>
1826	the A-1 or A-2 zoning districts. However, when not operated for commercial purposes, wood chipping, wood mulching and
1828	composting is permitted provided that no machinery is operated within a one hundred-foot setback from all property lines and
1830	within a two hundred-foot setback from any residentially-zoned property. Within all required setbacks, landscaping shall be
1832	provided consistent with subsection 24-31(2), as it may be amended from time to time, notwithstanding any references to
1834	paved areas. Furthermore, the site shall meet the requirements of chapter 30, article VIII (pertaining to site plans), as it may be
1836	amended from time to time, and the performance standards regarding smoke and particulate matter, odor, vibration, glare and
1838	heat, and industrial sewage and water as found in article X of this chapter, and the requirements set forth in chapter 15, article V
1840	(pertaining to noise), as it may be amended from time to time.

•

1842	The following minimum yard requirements shall apply for buildings, structures, and materials stored outdoors.
1844	
1846	a. Front yards: Fifty (50) feet (except as required by article XV).
1848	b. Side yards: Fifty (50) feet.
1850	c. Rear yards: Fifty (50) feet.
1852	d. Maximum building height: Fifty (50) feet.
1854	* * *
1856	(97) <u>Reserved.</u> Beekeeping shall be a permitted use, provided that beehives are located not less than one hundred (100)
1858	feet from any property line.
1860	* * *
1862	(101) Home occupation shall be a permitted use, subject to the following conditions, restrictions, and prohibitions:
1864	<u>a. Only the residents of the home may</u>
1866	engage in the home occupation. No employees shall be allowed.
1868	b. The home occupation shall be an
1870	incidental use, and shall be limited to twenty-five percent (25%) of the home, but not exceed eight hundred (800)
1872	square feet.
1874	c. Customers [previously, "Clients and customers"] shall not be allowed at the home.
1876	d. No signage shall be allowed.
1878	
1880	the home occupation shall be prohibited. Also, no auxiliary
1882	trailers or other equipment shall be kept on site unless enclosed in the home or garage.
1884	f. Equipment that is not typically found
1886	or used 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

1888	felt outside the home, lighting or glare visible outside the
	home, smoke, dust, or other particulate matter; excessive
1890	heat or humidity; blight or unsightliness; gas, fumes, or
	odor, electrical interference; or any nuisance, hazard, or
1892	other objectionable conditions detectable at the boundary of
	the lot, if the home occupation is conducted in the principal
1894	or accessory dwelling unit, or outside the dwelling unit.
	Explosives, highly flammable materials, and toxic or
1896	hazardous wastes shall be prohibited. Typical residential
1000	utility usages, including trash and recycle quantities, shall
1898	not be materially exceeded. The home occupation shall not
1000	adversely impact any neighbor's enjoyment of his or her
1900	residence.
1902	g. Fabrication of articles or products.
	such as commonly classified under the term "arts and
1904	handicrafts," may be deemed a home occupation, subject to
	the definition of "home occupation."
1906	
	h. A cottage food operation, as defined
1908	and regulated by Chapter 500, Florida Statutes, shall be
	deemed a home occupation.
1910	
	i. Home occupation shall not be
1912	construed to include uses such as barber shops, beauty
	parlors, plant nurseries, tearooms, food processing (with the
1914	exception of a cottage food operation, as defined and
	regulated by Chapter 500, Florida Statutes), restaurants,
1916	sale of antiques, commercial kennels, real estate offices,
	insurance offices, pain management clinics, massage
1918	businesses, retail sales, labor pools, employment agencies,
	dispatch facilities, warehousing, manufacturing, wineries,
1920	micro-breweries, commercial retail sale of animals, or any
	other use not consistent with the home occupation
1922	definition, as determined by the Zoning Manager.
1924	* * *
1000	(114) Location and size requirements of accessory
1926	buildings and uses in residential and agricultural areas:
1000	NUTher or concern building is used solater
	a. When an accessory building is used solely
1928	
	as living space (i.e., dens, bedrooms, family rooms, studies) it may
1928 1930	as living space (i.e., dens, bedrooms, family rooms, studies) it may be attached to a principal structure by a fally enclosed passageway,
	as living space (i.e., dens, bedrooms, family rooms, studies) it may

1934	* * *
1936	h. A detached accessory building <u>or structure</u>
1938	shall be limited to one (1) story with a maximum overall height of fifteen (15) feet above grade. However, an accessory building or attructure with a roof class gracter than 2:12 shall not avoid
1940	structure with a roof slope greater than 2:12 shall not exceed twenty (20) feet of overall height.
1942	* * *
1944	k. Decorative water fountains and flag poles less than thirty-five (35) feet in height shall be permitted in all
1946	zoning districts, provided they are located a minimum of five (5) feet from all property lines.
1948	
1950	<u>1. A detached structure used for unenclosed</u> <u>covered parking in an office, commercial, or industrial project</u> <u>chell he leasted a minimum of ten (10) foot from rear property</u>
1952	shall be located a minimum of ten (10) feet from rear property lines and five (5) feet from side property lines. Also, setbacks shall be subject to landscape requirements.
1954	* * *
1956	
1958	(118) Only a convenience or grocery store (not a supermarketshopping center) shall be a permitted used.
1960	· * * *
1962	(120) A solid waste management facility, including a landfill, shall comply with chapter 32 of the Orange County Code.
1964	In accordance with section 32-216(a)(10) of the Orange County Code, permits shall not be issued for solid waste disposal facilities
1966	after July 7, 1992, within the I-2/I-3 industrial districts. A solid waste management facility, including a landfill, transfer station, or
1968	incinerator, may be permitted only by special exception. An applicant seeking a special exception for a solid waste
1970	management facility shall receive a recommendation for issuance of a solid waste management permit by the environmental
1972	protection officer and the development review committee ("DRC") prior to consideration of the special exception by the board of
1974	zoning adjustment ("BZA"). Furthermore, an applicant seeking a special exception for a solid waste management facility, must
1976	receive a solid waste management permit approval by the board of
1978	county commissioners ("BCC") prior to or at the same public hearing at which the special exception is considered.

1980 However, yard trash processing activities that associated with onsite permitted land clearing, or with one	
1982 normal farming operations that meet the permit exempt requirements in subsection 32-214(c)(9)ii., are exempt from	ion
1984 requirements of this section 38-79(120). Yard trash process facilities that store no more than twelve thousand (12,000) cu	ing
1986 yards of a total combined volume of yard trash and yard tra derived materials, shall be subject to all of the following altern	ash
1988 requirements:	
a. General requirements:	
i. The site shall meet the perr exemption requirements in subsection 32-214(c)(9)iii. or iv.	nit
1994	ta
ii. The site shall meet the requirement of chapter 30, article VIII, the Orange County Site Development Ordinance (pertaining to site plans);	
1998	~
2000 iii. Landscaping, including, screening shall be installed in accordance with chapter 24, Orange Court	ıls,
2002 Code.	xty
2004 iv. Machinery, when used for yard tra processing related activities, shall not be operated within a	
2006 required yard, open storage setbacks, or within a two hundr (200) foot setback from any residence or residentially-zon	ed
2008 property. In addition, processing equipment shall be set back from property boundaries a sufficient distance to prevent potent	
2010 thrown/falling objects from leaving the site.	
2012 v. Meet the noise and sou requirements of chapter 15, article V, the Noise Pollution Cont	
2014 Ordinance of Orange County, Florida.	
2016 vi. Pile height shall not exceed twent five (25) feet in overall height from natural grade.	ty-
2018 vii. Burning is prohibited.	
2020 viii. Firewood sales and storage as	ดก
2022 ancillary use to a yard trash processing facility shall be subject the requirements of 38-79(120) and not section 38-79(4	to
2024 (conditions for permitted uses and special exceptions).	,

• • • • ·	
2026	ix. Wood chipping, wood mulching, and wood composting operations that store no more than two hundred
2028	(200) cubic yards of a total combined volume of yard trash or yard trash derived materials are subject to the requirements set forth in
2030	section 38-79(96) and not the requirements set forth in section 38-79(120).
2032	b. In A-1 and A-2 zoned districts:
2034	
2036	i. A special exception is required for the processing and open storage of yard trash and yard trash derived materials. The processing and open storage of yard trash
2038	and yard trash derived materials is subject to a setback of one hundred fifty (150) feet of any property boundary line. The
2040	applicant may request a variance, as provided in section 30-43, to reduce this setback, but in no case shall be less than one hundred
2042	(100) feet from any property boundary line;
2044	iiiii. Commercial parking, for yard trash
2046	processing related activities, shall not be located within twenty- five (25) feet of any property boundary line; and
2048	iviii. The hours of operation for yard trash processing related activities shall be limited to between 7:00 a.m.
2050	and 7:00 p.m.;
2052	viv. In addition to any other landscaping requirements, outer perimeter buffering shall be Type C, opaque
2054	buffer, as outlined in section 24-5, Orange County Code;
2056	c. For yard trash processing related activities located on sites within I-1/I-5, I-2/I-3, and I-4 zoned districts, with
2058	all abutting property being located within I-1/I-5, I-2/I-3, I-4, or C- 3 zoned districts, the use shall be permitted. The processing and
2060	open storage of yard trash and yard trash derived materials is allowed, but not within fifty (50) feet of any property boundary
2062	line.
2064	d. For yard trash processing related activities located on sites within I-1/I-5, I-2/I-3, and I-4 zoned districts, with
2066	any abutting property not being located within I-1/I-5, I-2/I-3, I-4, or C-3 zoned districts, a special exception is required. The
2068	processing and open storage of yard trash and yard trash derived
2070	materials is allowed, but not within fifty (50) feet of any property boundary line of an abutting property within the I-1/I-5, I-2/I-3, I-

÷

4, or C-3 zoned districts, nor <u>within</u> one hundred fifty (150) feet of all other property boundary lines.

(121) A single-family dwelling unit in conjunction with a commercial use which is accessory and attached to a principal building shall only be occupied by the owner, operator, or employee of the business.

* * *

(123) With regard to retention/detention ponds (SIC Group #1629), this use pertains to stormwater ponds on <u>R-2 and R-3</u> and agricultural-zoned property to be used in conjunction with adjacent <u>commercial</u> nonresidential developments. Retention ponds are permitted in all other zoning districts in conjunction with on-site development.

* * *

(125) Model homes may be permitted, subject to the requirements of Section 30-83, including the following: model homes may be permitted on not more than twenty percent (20%) of the lots in a single family residential development with an approved preliminary subdivision plan, or phase thereof, but in no event may the number of model homes exceed five (5) in the subdivision, or phase thereof; model homes shall be situated on contiguous lots or clustered within a readily identified area; and, subject to the requirements of subsection 38-79(5), not more than one model home may be used as a sales offices/center. Model homes shall be permitted in accordance with Resolution No. 95-M-20 and shall only be in-conjunction with an approved preliminary subdivision plan.

* * *

(132) <u>A</u> Pparks and recreation areas owned <u>and or</u> operated by <u>a</u> nonprofit organizations, may be permitted only by special exception, except for parks and recreations areas (i) approved in conjunction with a preliminary subdivision plan (Chapter 34, Orange County Code), or (ii) located inside a platted residential subdivision and notarized letters of no objection are submitted by the President of the Homeowner's Association (if applicable) and all abutting property owners.

* * *

2116	(140) Permitted by right or by special exception pursuant to Future Land Use <u>Element</u> Policies <u>3.2.21FLU8.7.5</u> and
2118	3.2.21.1FLU8.7.6 and as identified in chapter 38, article XVII, public school siting regulations.
2120	
2122	(141) Future Land Use <u>Element Policy 3.2.21.2FLU8.7.7</u> prohibits restricts public schools in an area designated rural/agricultural on the Future Land Use Map.
2124	* * *
2126	
2128	(145) a. The site development standards for a UR-3 district shall be the same as those for the R-3 residential district, except for student housing developments.
2130	
2132	b. The student housing development shall satisfy the following site development standards:
2134	* * *
2136	3. For purposes of density calculation to determine consistency with the Comprehensive Policy Plan, four
2138	one bedrooms shall count as <u>one one half</u> dwelling unit (<u>4</u> <u>1</u> bedrooms = <u>1</u> <u>14</u> dwelling unit).
2140	* * *
2142	(176) A car rental agency shall be a permitted use in
2144	conjunction with hotels, motels, and time shares only, provided that parking spaces required for the principal use shall not be used by the car rental agency, the number of parking spaces used by the
2146	car rental agency shall not exceed ten percent (10%) of the
2148	required number for the principal use, and the rental vehicles shall not be parked in the front of the property or in front of the principal structure.
2150	
2152	In all other respects, Section 38-79 shall remain unchanged. Section 10. Amendments to Section 38-160 ("Site and building requirements [for the
0164	
2154	A-R District"). Section 38-160 is amended to read as follows:
2156	Sec. 38-160. Site and building requirements.
2158	(a) The following are the minimum site and building requirements for the A-R district:

2160	(1) Minimum lot area: Two and one-half $(2\frac{1}{2})$
2162	acres or one hundred and eight thousand, nine hundred (108,900) square feet.
2164	(2) Dwelling floor area:
2166	a. Conventional dwelling: Nine
2168	hundred fifty (950) square feet minimum living area.
2170	b. Tenant dwelling: Minimum of five hundred (509) square feet of living area.
2172	c. Mobile home: See <u>the definition of</u> <u>"mobile home" at Section 38-1article VI, division 13</u> .
2174	Section 11. Repeal of Section 38-576 ("Definitions [for Mobile Home Districts]").
	Section 38-576 is repealed, and reserved for future use:
2176	Sec. 38-576. Definitions- <u>Reserved.</u>
2178	
2180	division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
2182	
2184	(1) or more sections, which structure is eight (8) body feet or more in width and over thirty-five (35)-feet-in length, and which
2186	structure is built on an integral-chassis and designed to be used as a dwelling when connected to the required utilities, and includes the
2188	plumbing, heating, air conditioning, and electrical systems contained therein. A mobile home shall be constructed to the
2190	United States Department of Housing and Urban Development standards:
2192	
2194	Section 12. Amendments to Section 38-601 ("Intent and Purposes of [R-L-D
	Residential Low-Density] District"). Section 38-601 is amended to read as follows:
2196	Sec. 38-601. Intent and purpose of district.
2198	The intent and purpose of the R-L-D residential low-

The intent and purpose of the R-L-D residential low-density district are as follows:

* * *

2202 (3)To implement policies in the housing element of the Ceomprehensive policy Pplan which include provisions for 2204 innovative housing designs and a mixture of dwelling types to provide the consumer with alternative housing opportunities. 2206 2208 In all other respects, Section 38-601 shall remain unchanged. 2210 Section 13. Amendments to Section 38-806 ("[P-O Professional Office District] Site Development Standards"). Section 38-806 is amended to read as follows: 2212 Sec. 38-806. Site development standards. 2214 Site development standards are hereby established in order to insure adequate levels of light, air, coverage and density; to maintain and enhance locally recognized values of community 2216 appearance and design particularly through the combination of smaller parcels into functional sites; to promote functional 2218 compatibility of uses; to promote the safe and efficient circulation 2220 of pedestrian and vehicular traffic; and to otherwise provide for orderly site development and protect the public health, safety, and 2222 general welfare: 2224 Refuse or solid waste disposed-areas shall be (12)2226 provided and shall not be located in any required front yard or in any required side yard adjacent to a district wherein residential uses are permitted. Such storage areas shall be shielded by a 2228 landscaped screen or fencing at least six (6) feet in height which shall be at least fifty (50) percent opaque when viewed from any 2230 point along the list ict lange by y comply with the following: 2232 a. Shall not be located within any front yard; 2234 b. Shall not be located within any landscape 2236 buffer: c. Shall be located at least five (5) feet from 2238 any side or rear property line; 2240 d. Shall be located at least fifteen (15) feet 2242 from any side street: and

	e. Disposal areas shall be screened in
2246	accordance with and otherwise comply with Sections 9-560 and 24-4(f), Orange County Code.
2248	* * *
2250 In	all other respects, Section 38-806 shall remain unchanged.
	Section 14. Amendments to Section 38-826 ("Intent and Purpose [of C-1 Retail
2252 Co	mmercial District]"). Section 38-826 is amended to read as follows:
	Sec. 38-826. Intent and purpose.
2254	The intent and purpose of this C-1 retail commercial
2256	district are as follows: this district is composed of lands and
2258	structures used primarily for the furnishing of selected commodities and services at retail. This district will be encouraged:
2260	
2262	* * *
2264	 (3) Where adequate public facilities and services are available, as defined in the <u>Ceomprehensive policy Pplan;</u>
2266	* * *
2268	(5) To a limited extent in rural settlements throughout the county to
2070	meet the needs of an identified community, or in growth centers as defined in the
2270	<u>C</u> eomprehensiv e policy <u>P</u>p lan.
2272 In a	all other respects, Section 38-826 shall remain unchanged.
	Section 15. Amendments to Section 38-830 ("Performance Standards [for C-1 Retail
2274 Co	mmercial District]"). Section 38-830 is amended to read as follows:
	Sec. 38-830. Performance standards.
2276	Performance standards are hereby established in order to
2278	assure adequate levels of light, air, building space, lot coverage,
2200	and density; to maintain and enhance locally recognized values of
2280	community appearance and design; to encourage the combination of smaller parcels into functional sites; to accommodate multiple
2282	ownership of land and improvements within the development; to provide for collective ownership of common areas; to promote

2284	functional compatibility of uses; to provide the safe and efficient circulation of pedestrian and vehicular traffic; and to otherwise
2286	provide for orderly site development standards in order to protect the public health, safety and general welfare.
2288	* * *
2290	
2292	(10) Maximum building height: Fifty (50) feet, <u>except</u> thirty-five (35) feet within one hundred (100) feet of <u>any all</u> residential <u>use or districts</u> .
2294	* * *
2296	
2298	(12) Refuse or solid waste disposed areas shall not be
2300	(5) feet from the side or rear property-line. A six-foot high masonry wall shall be provided around any refuse or solid-wate
2302	n reas located in any required yard adjacent to any residential districts. comply with the following:
2304	a. Shall not be located within any front yard;
2306	b. Shall not be located within any landscape buffer;
2308	<u>c.</u> Shall be located at least five (5) feet from
2310	any side or rear property line;
2312	d. Shall be located at least fifteen (15) feet from any side street; and
2314	
2316	e. Disposal areas shall be screened in accordance with and otherwise comply with Sections 9-560 and 24 4(f). Orange County Code
2318	24-4(f), Orange County Code.
2320	In all other respects, Section 38-830 shall remain unchanged.
2322	Section 16. Amendments to Section 38-855 ("Performance Standards [for C-2
	General Commercial District]"). Section 38-855 is amended to read as follows:
2324	

2326	Sec. 38-855. Performance standards.
2328	Performance standards are hereby established in order to assure adequate levels of light, air, building space, lot coverage,
2330	and density; to maintain and enhance locally recognized values of community appearance and design; to encourage the combination
2332	of smaller parcels into functional sites; to accommodate multiple ownership of land and improvements within the development; to
2334	provide for collective ownership of common areas; to promote functional compatibility of uses; to provide the safe and efficient
2336	circulation of pedestrian and vehicular traffic; and to otherwise provide for orderly site development standards in order to protect
2338	the public health, safety and general welfare.
2340	(9) Maximum building height: Fifty (50) feet,
2342	generally; except thirty-five (35) feet within one hundred (100) feet of any all residential use or districts.
2344	* * *
2346	(11) Refuse or solid waste areas shall not be located
2348	within any front yard setback and shall be located at least five (5) feet from the side or rear property line. comply with the following:
2350	a. Shall not be located within any front yard;
2352	b. Shall not be located within any landscape
2354	buffer;
2356	c. Shall be located at least five (5) feet from any side or rear property line;
2358	d. Shall be located at least fifteen (15) feet
2360	from any side street; and
2362	e. Disposal areas shall be screened in accordance with and otherwise comply with Sections 9-560 and
2364	24-4(f), Orange County Code.
2366	* * *

2368 In all other respects, Section 38-855 shall remain unchanged.

-

Amendments to Section 38-880 ("Performance standards [for C-3 Section 17.

2370 Wholesale Commercial District]"). Section 38-880 is amended to read as follows:

Sec. 38-880. Performance standards.

Performance standards are hereby established in order to 2374 assure adequate levels of light, air, building space, lot coverage, and density; to maintain and enhance locally recognized values of 2376 community appearance and design; to encourage the combination of smaller parcels into functional sites; to accommodate multiple ownership of land and improvements within the development; to 2378 provide for collective ownership of common areas; to promote 2380 functional compatibility of uses; to provide the safe and efficient circulation of pedestrian and vehicular traffic. 2382

(9) Maximum building height: Seventy-five (75) feet, except thirty-five (35) feet within one hundred (100) feet 2386 of any all residential use or districts. 2388

- Refuse and solid waste areas shall not be (10)located-within-any-front-yard-setback-and-shall-be-located-at-least 2390 five (5) feet from the side or rear property line, ten (10) feet from 2392 adjacent residential district. comply with the following: 2394 a. Shall not be located within any front yard;
- 2396 Shall not be located within any landscape b. buffer; 2398 Shall be located at least five (5) feet from <u>¢.</u> 2400 any side or rear property line; 2402
- Shall be located at least fifteen (15) feet d. from any side street; and 2404 Disposal areas shall be screened in e.
- 2406 accordance with and otherwise comply with Sections 9-560 and 24-4(f), Orange County Code. 2408

2410

2372

2384

In all other respects, Section 38-880 shall remain unchanged.

2412 Section 18. Repeal of Sections 38-904, 38-929, 38-979, and 38-1005 regarding

Support Free-Standing Retail Uses in I-1A, I-1/I-5, I-2/I-3, and I-4 Zoned Districts. Sections

2414 38-904, 38-929, 38-979, and 38-1005 are repealed, and reserved for future use:

	Sec. 38-904. Support free-standing-retail-uses. <u>Reserved.</u>
2416	
0.(1.0	The following uses shall be permitted as free standing
2418	structures or within structures to provide support retail services to
2420	the employees and/or customers of the I-1A district. Performances
2420	standards for these uses shall be in accordance with sections 38-
2422	1007 and 38-1008.
2422	(1) Convenience stores.
2424	(1) Convenience stores. (2) Gas stations.
	(2) Gal stations. (3) Hotels/motels.
2426	(4) Restaurants, including drive thru restaurants.
2,20	(\neg) Restaurants, morating tirre interestaurants.
2428	* * *
	Sec. 38-929. Support free-standing retail uses. <u>Reserved.</u>
2430	
2450	The following uses shall be permitted as free-
2432	standing structures or within structures to provide support retail services to the employees and/or customers of the I 1/I-5 district.
2732	Performances standards for these uses shall be in accordance with
2434	sections 38-931 and 38-932.
2434	sourons 50-751 and 50-752.
2436	(1) Convenience stores.
	(1) - Gas stations.
2438	(3)Hotol/motols.
	(4)Restaurants, including drive-thru restaurants.
2440	
	* * *
2442	
	Sec. 38-979. Support free-standing retail uses. Reserved.
2444	•
、 	The following uses shall be permitted as free-standing
2446	structures or within-structures to provide support retail services to
	the employees and/or customers of the 1-2/1-3 district.
2448	Performances standards for these uses shall be in accordance with
2450	sections 38-1007 and 38-1008.
2450	(1) Conversion of stores
2452	(1) Convenience stores. (2) Gas stations.
27JZ	(2) - Sas stations:

	(3) Hotels/motels.				
2454	(4) Restaurants, including drive-thru restaurants.				
2456	* * *				
	Sec. 38-1005. Support free-standing retail uses. Reserved.				
2458	The following uses shall be permitted as free-standing				
0460	structures or within structures to provide support retail services to				
2460	the employees and/or customers of the 1-i-listrict. Forf any re- standards for these uses shall be in accordance with sections 38-				
2462	1007 and 38-1008.				
2464	(1) Convenience-stores.				
	(2)——Gas stations.				
2466	(3) Hotels/motels.				
2468	(4) Restaurants, including-drive-thru restaurants.				
2400	Section 19. Amendments to Sections 38-907, 38-932, 38-981, and 38-1008 regarding				
2470	Performance Standards in I-1A, I-1/I-5, I-2/I-3, and I-4 Zoned Districts. Sections 38-907, 38-				
	932, 38-981, and 38-1008 are amended to respectively read as follows:				
2472	Sec. 38-907. Performance standards.				
	(a) Within each I-1A industrial district, the minimum				
2474	yard-requirements for each lot are established as follows:				
2476	(1) Floor area ratio (FAR) shall not exceed				
	0.50 <u>0.75</u> .				
2478					
2480	* * *				
2-100	(7) Maximum building height: Fifty (50) feet $\frac{1}{2}$				
2482	except but thirty-five (35) feet when within one hundred (100) feet				
0.40.4	of any residential use or zoning district. or residential designation				
2484	on the future land use map, and one hundred (100) feet when five hundred (500) feet or more from a recidential coning district or				
2486	hundred (500) fect or more from a residential zoning district or residential designation on the future land-use map				
2488	* * *				
2490	Sec. 38-932. Performance standards.				
2492	(a) Within each I-1/I-5 industrial district, the minimum yard-requirements for each lot are established as follows:				

2494	
2496	(1) Floor area ratio (FAR) shall not exceed $0.500.75$.
2498	* * *
2500	(6) Maximum building height: Fifty (50) feet _. ; <u>except but</u> thirty-five (35) feet when -within one hundred (100) feet
2502	of any residential <u>use or zoning</u> district. or residential designation on the future land use map, and one hundred (100) feet when five
2504	hundred (500) feet or more from a residential zoning district or residential designation on the future land use map.
2506	* * *
2508	
2510	Sec. 38-981. Performance standards.
2512	Within each I-2/I-3 industrial district, the minimum-yard requirements for each lot are established as follows:
2514	(1) Floor area ratio (FAR) shall not exceed 0.500.75.
2516	* * *
2518	
2520	(7) Maximum building height: Fifty (50) feet ₁ ; <u>except but</u> thirty-five (35) feet when within one hundred (100) feet of any residential use or zoning district. or residential designation
2522	on the future land use map, and one-hundred (100) feet when five hundred (500) feet or more from a residential zoning district or
2524	residential designation on the future land use map.
2526	* * *
2528	Sec. 38-1008. Performance standards.
2530	(a) Within each I-4 industrial district, the minimum
2532	yard requirements for each lot/parcel are established as follows:
2534	(1) Floor area ratio (FAR) shall not exceed $0.500.75$.
2536	. * * *
2538	(6) Maximum building height: Fifty (50) feet _a ; <u>except but</u> thirty-five (35) feet when within one hundred (100) feet

,

2540	of any residential use or zoning district. or-residential-designation on the future land use map, and one hundred (100) feet when five
2542	hundred (500) feet or more from a residential zoning-district or
2544	residential designation on the future land use map.
2344	* * *
2546	Section 20 American descende de Section 28 1626 (#In Comment Milert State Band 50
	Section 20. Amendments to Section 38-1026 ("In General [West State Road 50
2548	Corridor Overlay District]"). Section 38-1026 is amended to read as follows:
	Sec. 38-1026. In general.
2550	(a) Interest and numbers. This division provides manifes
2552	(a) Intent and purpose. This division provides specific design standards for the West State Road 50 Corridor Overlay
2554	District with the purpose of promoting and facilitating intergovernmental coordination along west State Road 50.
2334	intergovenimental coordination along west State Koad 50.
2556	* * *
2558	(6) The overlay district created by this division
2560	is consistent with the economic element of the county Ceomprehensive policy Pplan, which is designed to accommodate
	and promote economic growth, and which specifically calls for the
2562	use of such special zoning districts.
2564	* * *
2566	In all other respects, Section 38-1026 shall remain unchanged.
	Section 21. Amendments to Section 38-1051 ("Intent and Purpose [of South Orange
2568	Avenue Corridor Overlay District]"). Section 38-1051 is amended to read as follows:
	Sec. 38-1051. Intent and purpose.
2570	
2572	This division creates a zoning overlay district to be known as the "South Orange Avenue Corridor Overlay District" for the
0.554	purpose of promoting and facilitating an enhanced corridor along
2574	designated segments of South Orange Avenue and Hanzel Avenue with certain zoning prohibitions and restrictions to ensure
2576	compatibility of land uses within and outside the district, especially as between areas within and outside of municipal boundaries.
2578	_
2580	* * *

	(4) The overlay district created by this division
2582	is consistent with the Orange County Comprehensive Policy-Plan,
2584	including but not limited to its economic element, which is designated to accommodate and promote economic growth, and which specifically calls for the use of such special zoning districts,
2586	and its intergovernmental coordination element, which require or
2588	encourage the coordination of land uses between the county and municipalities.
2590	· * * *
2592	In all other respects, Section 38-1051 shall remain unchanged.
	Section 22. Amendments to Sections 38-1059, 38-1060 and 38-1061 regarding the
2594	Conway Road/Hoffner Avenue Corridor Overlay District. Sections 38-1059, 38-1060 and 38-
	1061 are amended to respectively read as follows:
2596	Sec. 38-1059. Intent and purpose.
2598	This division creates a zoning overlay district to be known as the "Conway Road/Hoffner Avenue Corridor Overlay District"
2600	for the purpose of promoting and facilitating an enhanced corridor
2602	along designated segments with certain zoning prohibitions and restrictions to ensure compatibility of land uses within and outside the district, especially as between areas within and outside of
2604	municipal boundaries.
2606	* * *
2608	(4) The overlay district created by this division is consistent with the Orange County Comprehensive Policy Plan,
2610	including but not limited to its economic element, which is
2612	designed to accommodate and promote economic growth, and which specifically calls for the use of such special zoning districts,
2614	and its intergovernmental coordination element, which require or encourage the coordination of land uses between the county and
2616	municipalities.
2618	* * *
	Sec. 38-1060. Location and area.
2620	A special land-use overlay district is hereby established, to be known as the Conway Road/Hoffner Avenue Corridor Overlay

2622	District (the "district"). The district shall be comprised of all unincorporated parcels or lots lying in whole or in part within five
0704	
2624	hundred (500) feet of either edge of the right-of-way for Conway
	Road, all between the northern boundary of the intersection of
2626	Conway Road and Curry Ford Road on the north and the northern
	boundary of the intersection of Conway Road and S.R. 528 (the
2628	Beeline Expressway) on the south; and all unincorporated parcels
	or lots lying in whole or in part within five hundred (500) feet of
2630	either edge of the right-of-way of Hoffner Avenue, all between the
	eastern boundary of the intersection of Hoffner Avenue and
2632	Conway Road on the west and the western boundary of the
	intersection of Hoffner Avenue and Semoran Boulevard on the
2634	east. A map depicting the boundaries of the district is attached as
	Exhibit "A" to Ordinance No2015-19 2016-[insert ordinance
2636	number], and shall be available for inspection in the office of the
2000	clerk to the board of county commissioners.
2638	clock to the board of county commissioners.
2038	See 20 1061 Applies hilts a conflicter reconcersibility of applicant
	Sec. 38-1061. Applicability; conflicts; responsibility of applicant.
2640	* * *
2010	
2642	(d) Responsibility of applicant for development permit.
20.12	Everyone who applies for a development permit to construct,
2644	reconstruct, renovate, alter, or enlarge a land use, building or
2044	structure shall print on the front page of the application or plans the
2646	following in capital letters that are at least two inches high: "THIS
2040	
2610	APPLICATION [OR THESE PLANS] RELATE TO THE
2648	CONWAY ROAD/HOFFNER AVENUE CORRIDOR
0.000	OVERLAY DISTRICT, WHICH IS CODIFIED AT SECTION
2650	38-1059 THROUGH SECTION 38-1065 OF THE ORANGE
	COUNTY CODE. WAS ESTABLISHED UNDER AND IS
2652	SUBJECT TO ORDINANCE NO. 2003-20, ADOPTED BY THE
	BOARD-OF-COUNTY-COMMISSIONE RS - N I-ECEMPER-2,
2654	2003, AS AMENDED BY ORDINANCE NO. 2015-19,
	ADOPTED BY THE BOARD ON OCTOBER 20, 2015.
2656	
	Section 23. Amendments to Section 38-1080 ("Intent and Purpose [of State Road
	·

2658 436/State Road 50 Corridor Overlay District]"). Section 38-1080 is amended to read as

follows:

2660	Sec. 38-1080. Intent and purpose.
2662	This division creates a zoning overlay district to be known as the "State Road 436/State Road 50 Corridor Overlay District"

2664	for the purpose of promoting and facilitating an enhanced corridor along designated segments with certain zoning prohibitions and
2666	restrictions to ensure compatibility of land uses within and outside the district, especially as between areas within and outside of
2668	municipal boundaries.
2670	* * *
2672	(d) The overlay district created by this division is consistent with the Orange County Comprehensive Policy Plan,
2674	including, but not limited to its economic element, which is designed to accommodate and promote economic growth, and
2676	which specifically calls for the use of such special zoning districts, and its intergovernmental coordination element, which require or
2678	encourage the coordination of land uses between the county and municipalities.
2680	* * *
2682	In all other respects faction 28 1000 shall remain unchanged
	In all other respects, Section 38-1080 shall remain unchanged.
2684	Section 24. Amendments to Section 38-1085 ("Intent, purpose, area, standards, and
	consistency [of Transit Oriented Development (TOD) Overlay Zone]"). Section 38-1085 is
2686	amended to read as follows:
2688	Sec. 38-1085. Intent, purpose, area, standards, and consistency.
2690	(1) Intent and purpose. The transit oriented development (TOD) overlay zone is hereby established with the
2692	purpose of establishing an area located within one-half (½) mile of commuter rail stations in unincorporated Orange County within
2694	which mixed-use, pedestrian-friendly development is encouraged. The intent of the TOD overlay zone is to reduce reliance on the
2696	automobile and to promote lively, pedestrian-friendly development that will serve as an attractive place to live, work, shop and
2698	recreate. <u>These TOD overlay zone regulations shall be</u> administered by the county zoning division, except that any non-
2700	zoning aspects of these regulations shall be administered by the appropriate county department or division.
2702	* * *
2704	
	In all other respects, Section 38-1085 shall remain unchanged.

Section 25. Amendments to Sections 38-1091, 38-1093 and 38-1097 regarding the

Lake Avalon Rural Settlement Commercial Design Overlay District. Sections 38-1091, 38-

2708 1093 and 38-1097 are amended to respectively read as follows:

2710

2706

Sec. 38-1091. Purpose and intent.

This division provides specific development standards for the LARS Overlay District. These development standards are 2712 consistent with the Orange County Comprehensive Policy Plan. As directed by Future Land Use Element Policy 2.4.7FLU6.3.7, these 2714 development standards are meant to supplement the criteria established in Policy 2.1.7FLU6.2.4 which ensure that new 2716 development within the Lake Avalon Rural Settlement ("LARS") 2718 reinforces that community's rural character. These LARS Overlay District regulations shall be administered by the county zoning division except that any non-zoning aspects of these regulations 2720 shall be administered by the appropriate department or division.

* *

2724

2722

2726

2728

2730

2732

2734

2738

2740

2746

Sec. 38-1093. Acceptable commercial uses.

The intent of the Lake Avalon Rural Settlement Commercial Design Overlay District is to preserve the unique rural quality of life the residents presently enjoy. Therefore, only small offices and commercial development consistent with policies contained within the future land use element of the Orange County Comprehensive Policy-Plan relating to commercial development within a rural settlement, shall be permitted, except as may be prohibited by section 38-1094.

2736

* * *

Sec. 38-1097. Development within the LARS district; allowable intensities; planned development (PD) required.

(a) Development intensity. Allowable intensities within
 2742
 2742
 2743
 2744
 2744
 2744
 2744
 2745
 2746
 2746
 2746
 2746
 2747
 2748
 2748
 2749
 2749
 2749
 2740
 2740
 2740
 2740
 2740
 2741
 2741
 2741
 2742
 2742
 2744
 2744
 2744
 2745
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2745
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2745
 2744
 2744
 2744
 2744
 2744
 2745
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 2744
 27

* *

2.10	Section 26. Ame	ndments to	Section	38-1227	("Variances	[P-D	Planned
2750	Development District]").	Section 38-122	7 is amend	ed to read a	s follows:		
	Sec. 38-1227	7. Variances .	Waivers.				
2752					<u>, waivers</u> from		
2754	CA	ounty commis	sioners. I	However, s	hay be granted such variances use plan, other	-waivers	_must be
2756	sl				s shall be ident		
2758		-	10×10 × 000100	ted ofter on	proval of the l	und use	nlan muat
2760	b		the board of	of county co	proval of the la mmissioners a		
2762					nmunication to	nwore in	nlannad
2764	developments"). Section 38					<i>mers m</i>	Punneu
2101	• <i>`</i>				ed developmer	nte	
	560, 50-1250		ation towe.	is m plann	eu uevelopmei	113,	
2766		* *	*				
	<u>(d)</u>	A communi	cations tov	ver located	within a planr	ied	
2768					the PD appro and (c) above.		·
2770					(3) cannot be m shall review		
2772		<u>est and make</u>			to the Board		
2774							
	Section 28. Amen	dments to Se	ctions 38-	1340 and	38-1344 regar	ding Ca	mmunity
2776	Village Centers, in General	L Sections 38	-1340 and 3	38-1344 are	amended to re	spective	ly read as
	follows:						
2778	Sec. 38-1340	. Intent and	purpose.				
	The i	ntent and purp	ose of this	division are	as follows:		
2780	(1) of the future				ige center polic e <u>C</u> omprehensi		

2782	policy pPlan by authorizing the board of county commissioners to designate an area or areas from time to time as "community village
2784	centers" and to apply thereto the procedures, guidelines and standards set forth in this division.
2786	(2) To provide for an integrated, unified pattern of development that takes into account the unique qualities and
2788	characteristics of the designated area.
2790	(3) To ensure that development occurs in the designated area according to the use, design, density, coverage and phasing as stipulated on an approved development plan.
2792	(4) To preserve natural amenities and environmental assets in the designated area.
2794	(5) To encourage an increase in the amount and use of open space areas in the designated area by permitting a more
2796	economical and concentrated use of building areas than would be possible through conventional zoning districts.
2798	(6) To provide maximum opportunity in the designated area for application of innovative concepts of site planning in the
2800	creation of aesthetic living, shopping and working environments and civic facilities on properties of adequate size, shape and
2802	location.
2804	(7) To establish development guidelines, design guidelines and site development standards for the designated area which promote the physical and functional integration of a mixture
2806	of land uses as required by the community village center policies of the e <u>C</u> omprehensive policy p <u>P</u> lan.
2808	(8) To provide that these community village center regulations shall be administered by the county zoning division.
2810	except that any non-zoning aspects of these regulations shall be administered by the appropriate department or division.
2812	Sec. 38-1344. Approval procedure.
2814	Except to the extent a developer has complied with the procedure set forth below, the procedure for obtaining approval of a CVC planned
2816	development shall be as follows:
2818	* * *
2820	

2836

2838

2840

2842

2844

2846

2848

2850

2852

2856

(3) Development plan.

2824	a. After payment of an application fee to the zoning department
	the applicant shall submit to the engineering division fourteer
2826	(14) copies of a development plan and support data and
	information, all of which is consistent with section 38-1347
2828	The development plan may cover all or a portion of the
	approved land use plan. If the applicant proposes to create a
2830	subdivision, a preliminary subdivision plan shall be processed
	concurrently with the development plan. The engineering
2832	division shall review the development plan to determine
	whether all necessary and appropriate data and information
2834	has been provided.

- b. The applicant shall then submit fourteen (14) copies of the development plan to the engineering department. The development shall then be scheduled for review by the DRC.
 - c. The DRC shall review the development plan to determine whether:
 - 1. It is consistent with the approved land use plan;
 - 2. It is consistent with applicable laws, ordinances, rules and regulations;
 - 3. The development, and any phase thereof, can exist as a stable independent unit; and
 - 4. Existing or proposed utility services and transportation systems are adequate for the uses proposed.
- 2854
 5. It is consistent with CVC provisions requiring a single, unified and integrated development plan.
- d.After review by the DRC, the development plan shall be2858scheduled for a public hearing before the BCC. The BCCshall approve the development plan, approve it subject to2860conditions, or disapprove it.
- 2862 Section 29. Amendments to Section 38-1370 ("Intent and purpose [of Four Corners

Community Village Center guidelines and Standards]"). Section 38-1370 is amended to read

as follows:

711

2866	Sec. 38-1370. Intent and purpose.
2000	The intent and purpose of these guidelines are as follows:
2868 2870	(1) To implement the "Four Corners Community Village Center" special area study, consistent with future land use element policy 3.1.42 of the comprehensive policy plan.
2872	 (2) To supplement and complement the CVC guidelines and standards set forth in division 6, article VIII, of this chapter.
2874	(3) To ensure that the Four Corners CVC, which was located within the Windermere Rural Settlement with a residential density of only one (1) unit per acre prior to the adoption of the
2876 2878	community village center objectives and policies, is developed with nonresidential and residential uses in a responsible and careful manner.
2070	
2880	(4) To preserve the major visual amenity in the area of the Four Corners CVC, Lake Down.
2882	(5) To protect the environmental integrity of Lake Down, an Outstanding Florida Water.
2884	(6) To create a pedestrian-friendly, mixed-use, village center.
2886	(7) To ensure that each development in the village center reflects an architectural character that is harmonious with development in the Four Corners CVC area.
2888	(8) To create a village with a pedestrian scale and sense of place.
2890	(9) To create a pedestrian-friendly village center through the use of sidewalks, shade trees, mini-parks, and careful
2892	design of vehicular parking areas.
2894	(10) To design streetscapes that are pedestrian in scale, safe, secure, and offer protection from climatic elements.
2896	(11) To develop an effective, design-criteria framework to guide, develop, and control signage lighting and architectural character.
2898	(12) To provide open space as a social gathering place for residents, visitors, and workers.
2900	(13) To create a distinct streetscape with a defined edge along the major roads.

-

2902	(14) To maintain a pedestrian scale in terms of building height.
2904	(15) To provide that these four corners (CVC) regulations shall be administered by the county zoning division,
2906	except that any non-zoning aspects of these regulations shall be administered by the appropriate department or division.
2908	Section 30. Amendments to Sections 38-1380, 38-1381, 38-1382, 38-1383, 38-1388
2910	and 38-1389 regarding the Village Planned Development Code. Sections 38-1380, 38-1381, 38-
	1382, 38-1383, 38-1388 and 38-1389 are amended to respectively read as follows:
2912	Sec. 38-1380. Intent and purpose.
	The intent and purpose of this division are as follows:
2914	(1) To implement the goals, objectives and policies of the village land use classification of the Orange County
2916	Comprehensive Plan, future land use element;
2918	(2) To ensure development in accordance with the adopted specific area plan (SAP) for any particular village;
2920	(3) To promote the development of neighborhoods, villages and community centers that reflect the characteristics of a traditional contherm town, where structs are comparint and
2922	traditional southern town; where streets are convenient and pedestrian-friendly, and where parks, open space and civic facilities are a focus for public activity;
2924	(4) To provide for development that has a variety of land user and bausing types in a compact integrated community
2926	land uses and housing types in a compact integrated community pattern which creates opportunities for pedestrian, bike and transit use;
2928	(5) To promote development that utilizes a neighborhood focus as a building block to provide a sense of place
2930	and community;
2932	(6) To provide a system of fully connected streets and paths which provide interesting routes and encourage pedestrian and bicycle use by being spatially defined by buildings, trees, and
2934	lighting;
2936	(7) To provide a system of public open space in the form of accessible squares, greens and parks whose frequent use is encouraged through placement and design;

2940

2942

2944

2946

2948

2950

2952

2954

2956

2958

2960

2962

2964

2966

2968

(8) To enhance the character of the neighborhoods through the use of building massing, building placement, materials and architectural features which create interesting spaces and pedestrian scaled street frontages.

(9) To provide that these Village PD Code regulations shall be administered by the zoning division, except that any nonzoning aspects of these regulations shall be administered by the appropriate department or division.

Sec. 38-1381. Applicability.

(b) This village development code shall complement all applicable laws, ordinances, rules and regulations, including the guidelines and standards for planned developments. In case of conflict with this village development code and article II, chapter 18 (the Fire Prevention Code), the fire prevention code shall govern and control. However, to the extent this village development code may conflict with or may not be consistent with other applicable laws, ordinances, rules or regulations, including the guidelines and standards for planned developments, this village development code shall govern and control (and waivers from chapter 38, articles VII and VIII shall not be required for those provisions in conflict with the village P-D code). For the purposes of this village development code, the words "shall" or "must" are mandatory; the word "should" is directive but not necessarily mandatory; the word "may" is permissive. The word "includes" shall not limit a term to the specific examples, but is intended to extend its meaning to all other instances and circumstances of like kind or character. For purposes of SAP and Village Code consistency, the Planning Manager or his/her designee shall review architectural and/or project design content and guidelines.

- 2970
- 2972

2974

2976

2978

2980

Sec. 38-1382. General development guidelines and standards.

(a) Consistency with the village specific area plan (SAP). The adopted SAP for any particular village established the land uses for all property within the village. The SAP shall also establish the public facilities lands required by each neighborhood and the village center. Development within any specific neighborhood may be initiated only when the adequate public facilities requirements in accordance with chapter 30, article XIV, division 2, have been met. Any proposed amendments to the land uses as established by the SAP are subject to the following conditions:

(1) Any amendment to the village planned development land use plan shall be subject to approval by the board of county commissioners in accordance with this division and Future Land Use Element Policy 6.1.6VI 4.1.7. Waivers from the general development guidelines and standards within this Division may also be considered and approved at a public hearing before the board of county commissioners at the time of Preliminary Subdivision Plan or development Plan, and processed as a nonsubstantial change to the planned development land use plan

(5) Public school sites must be consistent with the size and locations designated on the approved village SAP. School site locations and configurations, other than those indicated on the village SAP, may be considered provided they are consistent with the provisions of <u>Future Land Use Element Ppolicy</u> <u>FLU4.1.5.16.1.4</u> of the Orange County-Comprehensive Plan, future land use element.

* *

Village upland greenbelt. In accordance with the (c) adopted SAP for any particular village, a village upland greenbelt 3010 area has been provided consistent with requirements of the village land use classification of the Comprehensive Plan, future land use 3012 Transfer of development rights may be applied to element. property designated as the village upland greenbelt in accordance 3014 with chapter 30, article XIV, division 3, of this Code. Development within the upland greenbelt area shall be limited to a 3016 density of one (1) residential dwelling unit per ten (10) acres and 3018 may include road crossings, parks, golf courses, stormwater management areas and passive recreational uses such as bike/pedestrian and equestrian trails. In order to accomplish the 3020 purpose of the upland greenbelt, development may be clustered at an overall gross density of one (1) unit per ten (10) acres on lots no 3022 smaller than one-fourth (1/4) acquire, subject to the requirements of chapter 37, article XVII, of this Code regarding individual on-3024 site sewage disposal. Such clustering shall only be permitted on upland areas within the upland greenbelt subject to dedication of 3026 development rights for the balance of the property and rezoning to

2982

2984

2986

2988

2990

2992

2994

2996

2998

3000

3002

3004

3006

3008

3028planned development. Development rights shall be dedicated to
Orange County at the time of platting. Dedication of the
development rights will limit the use of the property to agriculture
as permitted in the county A-1 zoning district. A twenty-five-foot
setback at the village perimeter is required for any PD located
along the perimeter of a village except where the boundary of the
PD is adjacent to a village greenbelt in which case no setback shall
be required.

Streets.

Standards for the streets within any

particular village shall be consistent with the intent as set forth in the transportation section of an adopted SAP. Variations to these

standards may be considered, on a case-by-case basis, by the development review committee (DRC) as part of the land use plan or preliminary subdivision plan/development plant approval.

(h)

3036

3038 3040

3042

3044 3046

All streets, alleys, and pedestrian pathways (2)3048 shall connect to other streets within the village and to existing or planned streets outside the village in accordance with the approved 3050 village SAP. Cul-de-sacs, T-turnarounds, or dead end streets are not permitted unless otherwise approved by the county or where 3052 their use is in connection with preserving wetlands, specimen trees, or ecologically significant vegetative communities. To encourage the development of connected and integrated communities within 3054 each neighborhood and village center, the twenty-five-foot setback 3056 on the perimeter of the PD is not required for those PDs that are internal to a neighborhood or village center. The twenty-five-foot 3058 setback is required for only that portion of the perimeter of the PD that is located on a perimeter of a neighborhood or village-center.

3060

3062

* * *

3064

3066

3068

3070

3072

Sec. 38-1383. Aquifer recharge.

(1) Water quality. In accordance with fFuture 1Land uUse eElement pPolicy FLU4.2.1 6.1.7, and subsection 38-1382(d) of this division, all village planned developments shall be required to hookup to central sewer service. In addition, the village classification limits high risk land uses, such as heavy industrial and those uses which store chemicals requiring technical

containment, except those uses otherwise allowed in the neighborhood center or village center.

- 3076
- 3078

3100

3102

3104

3106

3108

3110

3112

Sec. 38-1388. Neighborhood center district.

3080 Development standards. The following standards (e) shall apply to all development within the neighborhood center 3082 district. General design standards shall be submitted as part of the PD land use plan for all development within the neighborhood 3084 center. Specific design standards and architectural details shall be submitted with the preliminary subdivision plan/development plan 3086 for development within the neighborhood center. The design standards shall include site-specific requirements for all building 3088 facades including maintenance, ancillary structures, and out-parcel structures. The standards shall outline architectural requirement for 3090 pedestrian-scaled trim and detailing, exterior wall materials, 3092 building entry prominence, articulation of facades, fenestration, bays, roof styles (no flat roofs), roof materials, and massing. 3094 Architectural elements, including colonnades, pergolas, columns, awnings, gables, dormers, porches, balconies, balustrades, and wall plane projections, shall be addressed. Prominent, formalized, and 3096 shaded pedestrian connections between adjacent commercial uses shall be emphasized as well as pedestrian scaled and uninterrupted 3098 visual interest along the street face.

> Modifications to these <u>guidelines</u> <u>standards</u> may be permitted where alternative development practices will reinforce the planning and urban design principles established by the goals, objectives and policies of the village land use classification, the adopted SAP and this village development code. Any such modifications to these <u>guidelines</u> <u>standards</u> shall be identified separately in bold on the village PD land use plan, PSP or development plan for approval by the board of county commissioners at a public hearing.

> > * * *

(14) Distance separation from religious
 3114 institutions and schools for alcoholic beverages in neighborhood centers. Notwithstanding the provisions of section 38-1415(a), in
 3116 order to promote a mixed use in neighborhood centers, the distance separation requirements for establishments selling alcoholic
 3118 beverages for on-site consumption only, as specified in section 38-

1415(s), shall be reduced to one-hundred (100) feet for restaurants 3120 with on-premises consumption only for those establishments possessing a 1COP, or 2COP, or 4COP SRX state liquor license,. 3122 and pursuant to F.S. § 562.45, are licensed as restaurants, and derive at least fifty-one (51) percent of their gross revenues from the sale of food and nonale in lie hever we push the F.S. ch. 3124 509. Such establishments may sell only-beer, and/or-wine and liquor and only for consumption in the restaurant only after the 3126 hour of 4:00 p.m. on days school is in session. The method of measurement shall be as provided in section 38-1415(bc). A 3128 proposed religious use or school ekurch proposing to locate in or around the neighborhood center may voluntarily waive the distance 3130 separation requirement for establishments selling alcoholic beverages for on-site consumption (that otherwise meet the 3132 requirements of this subsection) by executing a waiver. Such waiver must be acceptable to the county in form and substance and 3134 shall be kept on file in the Zoning Division. All other provisions under section 38-1415 shall apply. The county may place other 3136 restrictions related to signage, outdoor seating, and outdoor 3138 amplification as part of the PD approval process to ensure compatibility with schools.

Subsequent establishment of a religious (15)3142 institution ekurch-or school. Whenever a vendor or alcoholic beverage has procured a license permitting the same of alcoholic 3144 beverages has procured a license permitting the sale of alcoholic beverages and, thereafter, a ehurch-religious institution or school is 3146 shall-be established within one hundred (100) feet of the vendor of alcoholic beverages located within a neighborhood center, the 3148 establishment of such ekarch-religious institution or school shall not cause the previously licensed site to discontinue use as a 3150 vendor of alcoholic beverages.

Sec. 38-1389. Village center district.

3152

3140

3154

3156

3158

(c) *Development standards*. The following development standards shall apply to all development within the village center district.

- 3160 * *
- 3162 (2) Permitted uses:
- 3164

3166	a. The following criteria shall be used in determining whether to approve or deny a substantial change:
3168	
3170	1. The change shall be consistent with the e <u>C</u> omprehensive policy pplan and/or specific area plan.
3172	•
3174	2. The change shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.
3176	
3178	3. The change shall not act as a detrimental intrusion into the surrounding area.
3180	4. The use shall be similar in
3182	noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.
3184	* * *
3186	Section 31. Amendments to Sections 38-1390.18, 38-1390.28 and 38-1390.29
3186	Section 31. Amendments to Sections 38-1390.18, 38-1390.28 and 38-1390.29 regarding the Horizon West Town Center Planned Development Code. Sections 38-1390.18,
3186 3188	
	regarding the Horizon West Town Center Planned Development Code. Sections 38-1390.18,
	regarding the Horizon West Town Center Planned Development Code. Sections 38-1390.18, 38-1390.28 and 38-1390.29 are amended to respectively read as follows: Sec. 38-1390.18. Preliminary Subdivision Plan Review. Except for mass grading, Ppreliminary Subdivision Plan
3188	 regarding the Horizon West Town Center Planned Development Code. Sections 38-1390.18, 38-1390.28 and 38-1390.29 are amended to respectively read as follows: Sec. 38-1390.18. Preliminary Subdivision Plan Review. Except for mass grading, Ppreliminary Subdivision Plan (PSP) review shall be required only for single family residential and other developments lands within the Town Center where the
3188 3190	 regarding the Horizon West Town Center Planned Development Code. Sections 38-1390.18, 38-1390.28 and 38-1390.29 are amended to respectively read as follows: Sec. 38-1390.18. Preliminary Subdivision Plan Review. Except for mass grading, Ppreliminary Subdivision Plan (PSP) review shall be required only for single family residential and other developments lands within the Town Center where the PD/UNP elements described in Section 38-1390.15 have been deferred. Procedural requirements and specifications for PSPs
3188 3190 3192	regarding the Horizon West Town Center Planned Development Code. Sections 38-1390.18, 38-1390.28 and 38-1390.29 are amended to respectively read as follows: Sec. 38-1390.18. Preliminary Subdivision Plan Review. <u>Except for mass grading</u> , Ppreliminary Subdivision Plan (PSP) review shall be required <u>only</u> for <u>single family residential</u> and other developments lands within the Town Center where the PD/UNP elements described in Section 38-1390.15 have been deferred. Procedural requirements and specifications for PSPs shall be as set forth in chapter 34, articles III and IV, and modified through the provisions and additional requirements identified
3 188 3190 3192 3194	 regarding the Horizon West Town Center Planned Development Code. Sections 38-1390.18, 38-1390.28 and 38-1390.29 are amended to respectively read as follows: Sec. 38-1390.18. Preliminary Subdivision Plan Review. Except for mass grading, Ppreliminary Subdivision Plan (PSP) review shall be required only for single family residential and other developments lands within the Town Center where the PD/UNP elements described in Section 38-1390.15 have been deferred. Procedural requirements and specifications for PSPs shall be as set forth in chapter 34, articles III and IV, and modified through the provisions and additional requirements identified below. The Development Review Committee (DRC) shall review all PSPs for consistency with the approved PD/UNP, Town Center
 3188 3190 3192 3194 3196 	regarding the Horizon West Town Center Planned Development Code. Sections 38-1390.18, 38-1390.28 and 38-1390.29 are amended to respectively read as follows: Sec. 38-1390.18. Preliminary Subdivision Plan Review. Except for mass grading, Ppreliminary Subdivision Plan (PSP) review shall be required only for single family residential and other developments lands within the Town Center where the PD/UNP elements described in Section 38-1390.15 have been deferred. Procedural requirements and specifications for PSPs shall be as set forth in chapter 34, articles III and IV, and modified through the provisions and additional requirements identified below. The Development Review Committee (DRC) shall review

- 3202 * *

Sec. 38-1390.28. Bonus for unified neighborhood plan.

3206 Within each Neighborhood Planning Area, the maximum number of residential dwelling units permitted by the Town Center 3208 SAP and Comprehensive Plan may not be exceeded, except as may be permitted through PD/UNP review and the provision of density 3210 and intensity bonuses as specified herein. Density and intensity bonuses may be acquired in accordance to the conditions 3212 prescribed below. A density bonus program is hereby establish, which will allow district development programs to exceed 3214 thresholds established through the Comprehensive Plan. A "bonus bank" was established with the adoption of the Town Center SAP, 3216 which includes a total of one thousand five hundred forty (1,540) dwelling units. This bonus may be earned by completing the PD/UNP review and approval process. 3218

3220 (a) Bonus for PD/UNP Review and Approval. An applicant may request an increase to the PD/UNP development 3222 program by a pro rata share of the number of dwelling units reserved in the bonus bank. The share shall be determined by the 3224 ratio of the percentage of net developable land area included in the applicable PD/UNP, to the net developable area included in the Town Center SAP. This ratio is applied to the total number of 3226 units reserved in the "bank" to determine the number of bonus units that may be awarded. The approval of the PD/UNP with the 3228 bonus units shall confirm the bonus. In addition, the bonus units may be assigned to any district included in the PD/UNP, and may 3230 be converted to nonresidential floor area created through a 3232 conversion/equivalency table. However, nonresidential floor area created through a conversion of bonus units shall not be assigned 3234 to any Urban Residential district in which nonresidential uses are not permitted. 3236

(b) Density-Intensity Equivalency Rates.Earned3238bonuses may be used to increase development entitlements based
on land use equivalency rates determined from the \$th-most current3240edition of Edition-the Institute of Transportation Engineers (ITE)
Manual.

3242

3244

Sec. 38-1390.29. Transfer criteria.

(a) As part of the approval of an PD/UNP, subsequent 3246 substantial amendment to the PD/UNP, or PSP approval, development units and the required seven (7) percent open space 3248 may be transferred from any district within the UNP to another

3250	land use district within the same PD/UNP under the following conditions:
3252	(1) The use is allowable in the receiving district;
3254	(2) The transfer is consistent with the Principles and Goals, Objectives and Policies of the Town Center and
3256	Comprehensive Plan;
3258	(3) The transfer will contribute to fulfilling the desired characteristics of the applicable NPA; and
3260	(4) The transfer does not exceed the adopted
3262	PD/UNP Development Program Element.
3264	(b) Transfer of development units or the open space requirements from one (1) approved PD/UNP to another PD/UNP
3266	is allowed under the following conditions:
3268	(1) The transfer occurs as part of a simultaneous approval (or amendment) of both affected PD/UNPs; and
3270	
3272	(2) The transfer represents a simultaneous decrease and increase in the development programs of the respective PD/UNPs, such that the PD/UNPs pro-rata share of the
3274	overall development program for the Town Center SAP is not increased or decreased.
3276	(c) Simultaneous increases and decreases may allow for
3278	the exchange of residential uses for an equivalency of office and/or retail use based upon the an equivalency rates set forth kerein
3280	matrix as approved on the approved PD/UNP.
3282	(d) To facilitate the creation of an interconnected open space network throughout the Town Center comprised of linear
3284	parks, trails, wildlife corridors, etc., open space transfers shall be permitted as a non-substantial change. Non-substantial changes
3286	are limited to: no more than twenty (20) percent of the seven (7) percent open space set aside in each district; and, the transfer must
3288	be to another district within the same PD/UNP. Proposed open space transfers that exceed twenty (20) percent of the standard set
3290	aside or that would effect a transfer to a site external to the PD/UNP are classified as a substantial change request requiring
3292	approval of the Board of County Commissioners. Such transfers are not justification for an increase in the number of dwelling units

3294	or nonresidential uses on sending parcels. Receiving parcels are not required to be located adjacent to sending parcels.
3296	
3298	(e) Transfer credits for upland greenbelts and wetlands internal to the Town Center are available at the following rates:
3300	• One (1) acre of upland greenbelt:
	Residential - 5.8 dwelling units.
3302	Nonresidential - 8,700 square feet.
	• One (1) acre of wetland:
3304	Residential - 0.3 dwelling units.
	Nonresidential - Not applicable.
3306	Section 32. Amendments to Sections 38-1391, 38-1391.1 and 38-1391.2 regarding
	the Buena Vista North District Standards. Sections 38-1391, 38-1391.1 and 38-1391.2 are
3308	amended to respectively read as follows:
	Sec. 38-1391. In general <u>: purpose and intent</u> .
3310	(a) BVN district established. A special design overlay
3312	district is hereby established to be known as the Buena Vista North District ("BVN district"). Generally speaking, the BVN district is located in southwest Orange County in the area situated east of
3314	Apopka-Vineland Road and Amy Road, north of Lake Street, south of Fenton Street, and west of Interstate 4, inclusive of those
3316	rights-of-way (except for I-4). The BVN district's boundaries are identified on the map, which is incorporated herein by reference as
3318	Appendix A [available for inspection in the office of the county clerk].
3320	(b) <i>Purpose and intent</i> . This Division 9 is intended to provide specific design standards for the BVN district with the
3322	purpose of promoting a diverse mixed-use community that applies imagination, innovation, and variety, by focusing on unique design
3324	principles and encouraging creative solutions that accomplish the following:
3326	(1) Foster higher quality developments through unique design elements, including building materials, signs, and

3328	landscaping, etc.
3330 3332	(2) Guide future developments as a transition area between higher intensity non-residential development and the lower density single-family residential homes north of the BVN district.
	(3) Encourage unified developments where
3334	small individual parcels of land can be collectively planned for infrastructure improvements, coherent land use mix and unified
3336	physical appearance.
3338	(4) Minimize incompatible surroundings and visual clutter, which prevent orderly community development and reduce community property values.
3340	(5) Sustain the comfort, health, tranquility, and contentment of residents with a desirable environment.
3342	(6) Balance the man-made system with the natural environment, through mitigation and enhancement of
3344	impacted natural resources.
3346	(7) To provide that these BVN district regulations shall be administered by the zoning division, except that any non-zoning aspects of these regulations shall be
3348	administered by the appropriate department or division.
3350	Sec. 38-1391.1. Development within BVN District.
3352	(a) <i>Planned development required</i> . In order to ensure quality development and maintain the desired characteristics of the
3354	BVN district, all new development and redevelopment within the BVN district shall be designated as planned development (PD),
3356	except as noted in subsection (b) below. The PD development plans shall follow the criteria and procedures set forth in divisions
3358	1 through 5, article VIII, chapter 38, unless otherwise specified herein.
3360	In addition of manipute accounting in the DITAT district but
3362	In addition, all projects occurring in the BVN district, but outside of an activity center land use classification, shall establish a building architectural design concept or set of design guidelines
3364	as part of the planned development process. Architectural design concept (for a single building) or design guidelines (for a multiple
3366	building complex) shall address, at a minimum, the following mass, facades (primary and secondary as defined by the Orange
3368	County Commercial Building Architectural Standards and Guidelines for Commercial Buildings and Projects), finish

.

3370 material, colors, roof forms, and signs. The Planning Manager or his/her designee shall review for architectural and/or project design content and guidelines. 3372 × × 3374 3376 Sec. 38-1391.2. Development density and intensity; conversion. 3378 (a) Compliance with future land use map designation. Permitted land uses and allowable densities/intensities within the 3380 BVN district shall be consistent with the future land use map designation in the comprehensive policy pPlan. Any proposed 3382 changes to the future land use map designation shall follow the comprehensive plan amendment procedures for application, review and approval. 3384 * * 3386

3388 Section 33. Amendments to Section 38-1400 ("Intent and purpose [of Lake Willis

Neighborhood Buffering and Design Guidelines]"). Section 38-1400 is amended to read as

3390 follows:

3392

Sec. 38-1400. Intent and purpose.

The Lake Willis Neighborhood Buffering and Design Guidelines are intended to protect and shield the Lake Willis 3394 single-family residential enclave from the impacts of approved 3396 residential and non-residential developments within the international drive activity center. These buffering and designs 3398 guidelines are in accordance with International Drive Activity Center Element pPolicy ID5.1.3 of the international drive activity eenter element of the 2000-2020-2010-2030 eComprehensive 3400 policy pPlan. These Lake Willis regulations shall be administered by the county zoning division, except that any non-zoning aspects 3402 of these regulations shall be administered by the appropriate 3404 department or division.

3406

Section 34. Amendments to Section 38-1408 ("Fences and walls"). Section 38-1408

is amended to read as follows:

3408

Sec. 38-1408. Fences and walls.

3412

3430

3432

3434

3436

3438

3440

3442

3444

3446

3448

3450

3452

3454

(a) <u>A fence shall be uniform in construction, design,</u>
 3414 <u>material, color and pattern, and the fence material shall be a standard material conventionally used by the fence industry.</u> No
 3416 fence or wall shall be erected so as to encroach into the fifteen (15)-foot for residentially and agriculturally zoned property, or
 3418 twenty-five (25) foot for commercially and industrially zoned property corner triangle at a street intersection unless otherwise approved by the county engineer.

3422(b)A fence of any style or material shall maintain a
clear view triangle from the right-of-way line for visibility from3424driveways on the lot or on an adjacent lot. The clear view triangle
area for a driveway is formed on each side of a driveway by3426measuring a distance of fifteen (15) feet along the right-of-way and
fifteen (15) feet along the edge of the driveway.3428

(bc) Pillars, columns, and posts may extend up to twenty-four (24) inches above the height limitations provided such pillars and posts are no less than ten (10) feet apart.

(ed) No barbed wire, razor wire or electrically charged fence shall be erected in any location on any building site in residential or office districts except for security of public utilities, provided such use is limited to three (3) strands and eighteen (18) inches, a minimum of six (6) feet above the ground. In addition, walls and fences erected in any office or residential district shall not contain any substance such as broken glass, spikes, nails, barbs, or similar materials designed to inflict pain or injury to any person or animal.

(de) (1) Barbed wire or razor wire may be incorporated into or as an extension of the height of permitted walls and fences in commercial and industrial districts provided such use is limited to three (3) strands and eighteen (18) inches, a minimum of six (6) feet above the ground. The maximum height of the wall or fence with the barbed wire or razor wire shall be ten (10) feet.

(2) Barbed wire may be permitted by special exception in residential and office districts as an extension of the height of permitted walls and fences along the property line separating the residential or office district from a commercial or industrial district where it is documented by substantial competent evidence that such an additional security measure is warranted or

3456	appropriate. The barbed wire fencing shall be subject to the criteria and dimensions set forth in subsection (d)(1).
3458	
3460	(3) Barbed wire and similar field fencing shall be allowed on agriculturally zoned properties only when used for agricultural purposes; i.e., groves, grazing and boarding of
3462	animals.
3464	(ef) In no event shall barbed wire or razor wire be placed so as to project outward over any sidewalk, street or other
3466	public way, or over property or an adjacent owner.
3468	(fg) Except in R-CE, R-CE-2, and R-CE-5, fences and walls in residential and office districts may be created as follows:
3470	
3472	(1) Limited to a maximum height of four (4) feet in the front yard setback. However, fences or walls located on arterial and collector roadways are limited to a maximum height of
3474	six (6) feet in the front yard setback.
3476	(2) Limited to a maximum height of eight (8) feet in the side and rear yards.
3478	(3) May be increased in height when the
3480	property is contiguous to a commercially or industrially zoned property along the common property lines pursuant to the height regulations for commercial and industrial districts.
3482	
3484	(4) May be permitted on vacant property. subject to less than fifty-percent (50%) opacity.
3486	(<u>gh</u>) Fences and walls in agricultural, R-CE, R-CE-2, and R-CE-5 districts may be erected as follows:
3488	
3490	(1) Limited to a maximum height of six (6) feet within the front yard setback. However, for chain link type fences on agricultural zoned properties, the maximum height is ten (10)
3492	feet;
3494	(2) Limited to a maximum height of eight (8) feet in the side and rear yards. However, on agriculturally zoned
3496	properties, the maximum height is ten (10) feet;
3498	(3) In agricultural districts, these regulations shall not apply to agricultural property used for bona fide
3500	agricultural purposes.

3502 Fences and walls in commercial and industrial (hi) districts may be erected as follows: 3504 (1) Limited to a maximum height of six (6)eight 3506 (8) feet within the front yard setback. 3508 Limited to a maximum height of eight (8) (2)feet in the side and rear yards. 3510 When a lot or parcel abuts two (2) (3)3512 intersecting streets and the rear property line of the lot or parcel abuts the side property line of another lot or parcel, no fence of 3514 wall in excess of four (4) feet high along the rear property line shall be allowed within twenty-five (25) feet abutting the street 3516 right-of-way line unless the adjacent property owner sharing the common lot line submits a notarized letter stating that he has no 3518 objection and there are no site distance visibility concerns. 3520 (ij)___On any reversed corner lot (corner lot where the rear yard abuts the side of another lot) abutting the side of another 3522 lot, no part of any fence greater than four (4) feet in height shall be located within the required front yard setback of the adjacent lot as 3524 measured from the common corner of each lot. twenty-five (25) feet of the common lot line shall be nearer the side street lot line 3526 than the required front yard of such abutting lot unless the adjacent property owner sharing the common lot line submits a notarized 3528 letter staing that he has no objection and there are no site visibility concerns. A maximum eight (8) foot high fence may be permitted 3530 along the hypotenuse of the triangle formed from the common corner. Fencing greater than four (4) feet in height but less than eight (8) feet in height within the visual triangle may be installed, 3532 provided there is no adjacent driveway. 3534 (ik)On a lakefront lot, a fence or wall within the rear 3536 yard-lake setback area shall be limited to a maximum height of four (4) feet .- unless notarized letters from adjacent property 3538 owners are submitted stating that they have no objections to an increased fonce height. However, the increased fence-height is still 3540 subject to other applicable fence height limitations in the Orange County-Code. 3542 Where grade elevations along adjoining properties (1)3544 differ, fence/wall height shall be measured from the finished ground floor elevation of the property having the higher ground 3546 floor elevation.

3548	(m) In all zoning districts, a fence may be permitted on a vacant parcel, provided the fence has less than fifty percent
3550	(50%) opacity (except for a construction fence).
3552	Section 35. Amendments to Section 38-1414 ("Prohibited areas for sale of alcoholic
	beverages—Generally"). Section 38-1414 is amended to read as follows:
3554	Sec. 38-1414. Prohibited areas for sale of alcoholic beverages—Generally.
3556	
3558	(a) <i>Definition</i> . In this section, unless the context requires otherwise, "package sale vendor" means a person licensed pursuant to The Beverage Law [F.S. chs. 561-568] to sell alcoholic
3560	beverages regardless of alcoholic content; however, a package sale vendor does not include: (i) a business operation, in regards to beer
3562	and malt beverages (as defined by F.S. § 563.01) and wine (as
3564	defined by F.S. § 564.01) for consumption off premises; or (ii) any bona fide hotel, motel or motor court in possession of a special
3566	license issued in accordance with F.S § 561.20(2)(a)1.
5500	(b) County package sale vendor distance requirements
3568	established. For all of those certain areas of land in the county not
3570	part of any municipality which lie within <u>one thousand (1,000) five</u> thousand (5,000) feet of a package sale vendor's place of business as established, located and licensed, regardless of whether such
3572	established place of business is located within or outside of any
3574	municipality, no other new or relocated package sale vendor shall be permitted to open and/or start the business of package sales
2576	within that distance.
3576	(c) Package sales within distance requirements
3578	restricted. The purpose of creating the distance requirements mentioned in subsection (b) of this section is to provide and
3580	require that no package sale vendor which is located or proposes to locate in the unincorporated portion of the county outside of any
3582	municipality shall be permitted to operate at a new location within a distance of <u>one thousand (1,000)</u> five thousand (5,000) feet of the
3584	location of any package sale vendor which is both preexisting at
3586	the time of the package sale vendor's application to operate at the new location and is located in any area of the county either unincorporated or within a municipality in the county.
3588	anneorporated of whith a municipality in the county.
3590	(d) Criteria. The following criteria shall be met in order for a package sale vendor to obtain county zoning approval or commence package sales at a new location:

3592	
3594	The County shall be satisfied that the new location is not within one thousand (1,000) [previously, "5,000"] feet of any
3596	establishment located and/or licensed package sale vendor's place of business. However, if all established located and/or licensed
3598	package sale vendors within one thousand (1,000) [previously, "5.000"] feet of the new location relinquish or commit to relinquish in writing with a notarized statement the right to correct
3600	relinquish, in writing with a notarized statement, the right to carry out package sales at the respective location, the County may issue zoning approval contingent upon such other location(s) ceasing
3602	package sales prior to the commencement of package sales at the new location. The land use and zoning of the proposed location
3604	shall allow package sales. Once County zoning approval to allow package sales at the new location is issued, failure to commence
3606	the package sales business shall not be a basis for the County to terminate or revoke zoning approval for package sales, provided
3608	the applicant undertakes and continue to make good-faith efforts necessary to construct and/or open the applicant's new location for
3610	package sales.
3612	(de) Distance requirements not applied to renewal, change in name or ownership, or change in certain licenses. The
3614	distance requirements set forth above in subsections (b) and (c) shall not be applied to the location of an existing package sale
3616	vendor when there is:
3618	(i) (1) A renewal of an existing license;
3620	(ii) (2) A transfer in ownership of an existing license;
3622	(iii) (3) A change in business name; or
3624	(iv) (4) A change in a state issued 4COP license
3626	for an existing package and lounge business, which did not choose to forego package sales, to a 3PS license, and any decrease in the
3628	numerical designation of a state issued license which is of the same
3630	series (type); provided the physical location of the package sale vendor establishment does not change. No increase in the
3632	numerical designation of a series (type) of state issued license which is of the same series (type) shall be permitted at or for a location (now or ovicting) success in compliance with the provision
3634	location (new or existing) except in compliance with the provision of sections 38-1414 and 38-1415.
3636	(ef) Measurement of distances. The distances provided in this section shall be measured by following the shortest route of

,

3638ordinary pedestrian travel along the public thoroughfare from the
proposed main entrance of a package sale vendor who proposes to
operate his place of business and is licensed under The Beverage
Law [F.S. chs. 561-568] to the main entrance of any other package
sale vendor who is operating such a business.

3644

(g) Exemption for on-premises consumption only.

3646 (1)In those situations in which the holder of an alcoholic beverage license pursuant to the Beverage Law [F.S., Chapters 561-568] has the ability to use such license for both on-3648 premises and off-premises consumption sales, such licensee may 3650 choose to forego off-premises consumption sales for the location of business requested; such licensee would not be deemed a 3652 package sale vendor under this section for such a location and would not be subject to the distance requirements cited in 3654 subsections (b) and (c) above. To ensure that the public, safety and welfare are preserved, any licensee choosing to forego package 3656 sales for off-premises consumption, and thereupon not be deemed a package sale vendor, shall agree in writing with a notarized 3658 statement, as a condition of obtaining zoning approval, to prominently display at all times within the establishment in the 3660 vicinity of the main cash register a sign with letters no smaller than three (3) inches and printed in a legible style, stating "No Package 3662 Sales." 3664 Upon any relocation of such licensee's (2)business in which the distance requirements of subsection (b) 3666 above are met, such licensee may resume package sales for offpremises consumption and would not be required to display the 3668 aforementioned sign.

3670 Section 36. Amendments to Section 38-1415 ("Same-Distance from churches,

schools and/or adult entertainment establishments). Section 38-1415 is amended to read as

3672 follows:

3674 3674 3674 3676 Sec. 38-1415. Same—Distances from <u>religious institutions</u>, **churches**, schools and/or adult entertainment establishments. 3676 (a) Places of business for the sale of alcoholic

3678 beverages containing more than three and two-tenths (3.2) percent of alcohol by weight for consumption on or off the premises may be located in the unincorporated areas of the county in accordance

3682with and subject to this chapter and specifically those zoning3682regulations regulating the location of places of business selling
alcoholic beverages containing fourteen (14) percent or more3684alcohol by weight. No such place of business shall be established
within one thousand (1,000) feet of an established ekweck-religious
institution or school; except as follows:

3688(1) such a place of business that is licensed as a
restaurant and derives at least 51 percent of its gross revenues from
the sale of food and nonalcoholic beverages, pursuant to Chapter
509, Florida Statutes, and the sale of alcoholic beverages is for on-
premises consumption only, may be established no closer than five
hundred (500) feet of the school, except that such a place of
business that is located on property designated as Activity Center
Mixed Use in the County's comprehensive plan may be established
no closer than three hundred (300) feet of the school; or

3698 (2) such a place of business that is located on property designated as Activity Center Mixed Use, does not derive 3700 at least 51 percent of its gross revenues from the sale of food and nonalcoholic beverages, and is licensed for the sale of alcoholic 3702 beverages for on-premises consumption only, may be established no closer than five hundred (500) feet from the school, except that 3704 such a place of business may be established no closer than three hundred (300) feet from the school, provided that the County, 3706 pursuant to Section 562.45(2)(a). Florida Statutes, approves the location as promoting the public health, safety, and general welfare 3708 of the community under proceedings as provided in Section 125.66(4), Florida Statutes.

<u>These distance separations provided this prohibition</u>-shall not apply to vendors of beer and wine containing alcohol of more than one (1) percent by weight for consumption off the premises only.

(b)No consumption shall be established within two hundred (200) feet of3718an adult entertainment establishment, as defined in section 38-1.

3720(bc)Distance from from such a place of business to a
religious institution, church ex school, or adult entertainment3722establishment shall be measured by following the shortest route of
ordinary pedestrian travel along the public thoroughfare from the
main entrance of the place of business to the main entrance door of
the religious institution, church, and, in the case of a the main
anter a main entrance door of the school (except as may be otherwise provided

3710

3712

3728	by applicable state law). [previously, " the main entrance gate of the school"], to the newest point of the school years in
3730	use as part of the school facilities, or the main entrance door of the adult entertainment establishment.
3732	(ed) The location of all existing places of business subject to this section shall not in any manner be impaired by this
3734	section, and the distance limitation provided in this section shall not impair any existing licensed location heretofore issued to and
3736	held by any such vendor nor shall such vendor's right of renewal be impaired by this section; provided, however, that the location of
3738	any such existing license shall not be transferred to a new location in violation of this section.
3740	
3742	(de) Distance requirements not applied to renewal, change in name or ownership, or change in certain licenses. The distance requirements set forth above in subsections (a) and (b)
3744	shall not be applied to the location of an existing vendor when there is:
3746	
3748	(i) (1) A renewal of an existing license;
3750	(ii) (2) A transfer in ownership of an existing license;
3752	(iii) (3) A change in business name; or
3754	(iv) (4) A change in a state issued 4COP license for an existing package and lounge business that did not choose to
3756	<u>forego package sales</u> , to a 3PS license, and any decrease in the numerical designation of a state issued license which is of the same
3758	series (type);
3760	provided <u>that the physical location</u> of the vendor establishment does not change. No increase in the series (type) of state issued
3762	license shall be permitted at or for a location (new or existing) except in compliance with the provisions of sections 38-1414 and
3764	38-1415.
3766	(o <u>f</u>) Subsequent establishment of eksrek- <u>religious</u> institution or school. Whenever a vendor of alcoholic beverages
3768	has procured a license ertificate-permitting the sale of alcoholic beverages and, thereafter, a etweet-religious institution or school is
3770	established within the applicable distance separation requirement set forth in subsection (a)one thousand (1,000) feet of the vendor
3772	of alcoholic beverages, the establishment of such exarch-religious

institution or school shall not be cause for the discontinuance or 3774 classification as a nonconforming use of the business as a vendor of alcoholic beverages. Furthermore, iln such a situation, an 3776 existing vendor licensed for on-site consumption may only increase a 1 COP license (on-site beer consumption) to a 2 COP 3778 (on-site beer and wine consumption). Also, in the event a vendor for on-site consumption only ceases to operate at the location after 3780 the religious institution or school is established within the applicable distance separation requirement set forth in subsection 3782 (a), a new vendor with an equal or lesser series license for on-site consumption only may be established at the same location within 3784 five years of the date when the previous vendor ceased to operate at the location. The burden of proving that the requirements for 3786 opening a new establishment have been met rests with the new vendor for on-site consumption.

(g) Proposed location prior to building 3790 permit/construction. When a location for an alcoholic beverage license is submitted to the Zoning Division for review and there is 3792 no building permit for the use at the location, the applicant shall stake the location of the main entrance and submit a certified 3794 survey demonstrating the distances to all established religious institutions, schools and adult entertainment establishments. A 3796 construction sign as defined in Chapter 31.5 which includes reference to the sale and consumption of alcoholic beverages shall 3798 be erected on the site within thirty (30) days of zoning approval and shall not be removed until permanent on site signage is 3800 erected.

3802

3788

Section 37. Repeal of Section 38-1416 ("Permits for paving of parking lots").

Section 38-1416 is repealed and reserved:

3804	Sec. 3	38-1416. Permuts for parting of parkitur lots- <u>Reserved.</u>
3806		<u>Permits shall be required for paving of parking lots of</u> n—hundred (1500) square fect or over in size, in any
3808		n-munarea (1300) square ree: or over in size, in any nercial or industrial district.
3810	Section 38.	Amendments to Section 38-1425 ("Bed and breakfast homestays, bed

and breakfast inns and country inns"). Section 38-1425 is amended to read as follows:

Sec. 38-1425. Bed and breakfast homestays, bed and breakfast inns and country inns.

Bed and breakfast homestays, bed and breakfast inns and country inns may be allowed to operate in the unincorporated area 3818 of the county as permitted uses and/or as special exceptions in the 3820 zoning districts specified below, provided that they comply with the performance standards and conditions specified in this section. 3822 (Any structure designated as a local historic landmark by the Orange County Historical Museum, under present or any future 3824 criteria established by the county for such purpose, or as listed on the National Register of Historic Places, shall be given special 3826 consideration to operate as a bed and breakfast homestay or inn as a permitted use and/or a special exception.) In addition, no bed 3828 and breakfast homestay, bed and breakfast inn, or country inn shall be located in any platted residentially zoned subdivision unless the 3830 subject site is designated commercial or industrial on the Future Land Use Map of the County's Comprehensive Policy-Plan or if 3832 approved as part of a Planned Development (P-D) Land Use Plan.

- 3834 * * *
- 3836 In all other respects, Section 38-1425 shall remain unchanged.

Section 39. Amendments to Section 38-1426 ("Accessory dwelling units"). Section

3838 38-1426 is amended to read as follows:

Sec. 38-1426. Accessory dwelling units.

3840	(a) <u>The intent and purpose of this section is to allow</u> accessory dwelling units (ADUs) to encourage infill development
3842	and to facilitate affordable housing. The intent and purpose of this section is to allow a relative who wishes to reside in close
3844	proximity to his or her family an opped putity to do so by providing
3846	authorization to seek and obtain a special exception for an accessory dwelling unit, while maintaining the single-family character of the primary single-family dwelling unit and the
3848	neighborhood.
3850	(b) An accessory dwelling unit may be allowed on a lot or parcel as a special exception in any residential or agricultural
3852	zoning district (including a residential lot or parcel on an existing planned development). The accessory dwelling unit shall be an

accessory use to the primary single-family dwelling unit. Only one (1) accessory dwelling unit may be permitted per lot or parcel.

3856	The accessory dwelling unit shall not be constructed prior to the
3858	construction and occupation of the primary dwelling unit.
5050	(c)
3860	occupied initially only by a relative. For purposes of this section, the term "relative" shall mean a sister, brother, lineal ascendant or
3862	lineal-descendant of the owner of the lot or parcel on which the
3864	primary-single-family-dwelling-unit-is-located-(or-the-owner's spouse).
3866	(2) Subject to subsection ©(3), an accessory dwelling unit may be occupied by a nonrelative, provided:
3868	
	occupied initially only by a relative and at least three (3)-years
3870	have passed since the issuance of the certificate of occupancy for the accessory dwelling unit; or
3872	
	b. The accessory dwelling unit was
3874	occupied initially only by a relative, and the relative has died.
3876	(c) (3) The BZA/BCC may impose a-conditions prohibiting the accessory-dwelling unit from being leased, rented
3878	er-otherwise-used or occupied-by-a-nonrelative. to address
3880	<u>compatibility.</u> (d) In addition to what is normally required for an
3882	application for a special exception, an application for a special exception for an accessory dwelling unit shall contain or be
3884	accompanied by the following information and documentation:
5004	(1) An affidavit attesting that the owner of the
3886	lot or parcel understands and agrees that the provisions of this section shall be complied with, that he shall be responsible to the
3888	county for ensuring that the provisions are complied with, and that
3890	he shall be responsible for any failure to comply with the provisions;
3892	(2) — Documentation evidencing that-the person who is to inhabit the accessory dwelling unit is a relative;
3894	(31) A site plan prepared in compliance with
3896	Section 106.1.2 of the Florida Building Code, as amended by Section 9-33 of the Orange County Code;
3898	(42) An exterior elevation drawing of the
3900	proposed accessory dwelling unit, regardless of whether it is proposed to be attached or detached; and

,

3902 (53) A photograph and or exterior elevation drawing of the primary single-family dwelling unit.

(e) In order to approve a special exception for an accessory dwelling unit, the county shall determine that the proposed accessory dwelling unit is designed to be similar and compatible with the primary single-family dwelling unit and that it will be compatible with the character of the neighborhood. A 3910 manufactured home constructed pursuant to United States Department of Housing and Urban Development standards or a mobile home may not be used as an accessory dwelling unit in any single family residential zoned district.

(f) After an application for a special exception for an accessory dwelling unit is approved, the accessory dwelling unit shall be subject to the following performance standards and requirements:

3920 Ownership. The primary single-family (1)dwelling unit and the accessory dwelling unit shall be under single 3922 ownership at all times. Also, either the primary dwelling unit or the accessory dwelling unit shall be occupied by the owner at all times. 3924 Approval of an accessory dwelling unit shall not and does not constitute approval for separate ownership or the division of the lot or parcel. Any request to divide the lot or parcel shall comply with 3926 and be subject to applicable laws, ordinances and regulations, including zoning regulations and access requirements. 3928

 3930
 (2) -- Change in occupancy. The owner shall

 notify the zoning department in writing whenever there is a change

 3932

 in occupancy of the accessory dwelling unit and inform the zoning

 department whether the new occupant is a relative or a non

 3934

3936(32)Living area. The minimum living area of an
accessory dwelling unit shall be four hundred (400) five hundred3938(500) square feet. However, the maximum living area of an
accessory dwelling unit shall not exceed forty-five (45) percent of
the living area of the primary dwelling unit or one thousand
(1,000) square feet, whichever is less, and shall not contain more
than two (2) bedrooms. For lots/parcels equal to or greater than
two (2) acres, the maximum living area shall be one thousand five
hundred (1,500) square feet.

(43) Lot or parcel size. The size of the lot or parcel shall be equal to or greater than the minimum lot area

3946

3904

required for a single-family dwelling unit in the zoning district. An attached accessory dwelling unit may only be constructed on a lot or parcel whose area is equal to or greater than the minimum lot area required in the zoning district. A detached accessory dwelling unit may only be constructed on a lot or parcel whose area is at least one and one half $(1\frac{1}{2})$ times the minimum lot area required in the zoning district.

(54) Open space. An accessory dwelling unit shall be treated as part of the impervious surface area of a lot or parcel. The open space requirements for a single-family lot or parcel shall be met notwithstanding the construction of an accessory dwelling unit.

3962 (65) Setbacks. The setbacks for an attached accessory dwelling unit shall be the same as those required for the primary dwelling unit. In addition, a detached accessory dwelling 3964 unit shall be located only to the side or rear of the primary 3966 dwelling unit and shall be separated from the primary dwelling unit by at least ten (10) feet, and the distance separation shall not be less than the distance required under Section 610 ("Buildings 3968 Located on the Same Lot") and Table 600 of the 1991 edition of the Standard Building Code, as it may be amended from time to 3970 time. Moreover, a one-story detached accessory dwelling unit shall be setback a minimum of ten (10) feet from the rear property line 3972 and shall meet the minimum side setbacks for a primary structure in the zoning district. A two-story detached accessory dwelling 3974 unit located above a detached garage shall meet the setbacks for the primery structure in the zoning district. have ten (10) foot side 3976 and ten (10) foot rear setbacks. 3978

(76) Entrance. An attached accessory dwelling
 unit may either share a common entrance with the primary
 dwelling unit or use a separate entrance. However, a separate
 entrance shall be located only to on the side or rear of the structure.

3984(87)Parking.One(1)additionaloff-street3986parking space shall be required for an accessory dwelling unit.3986The additional space requirement may be met by using the garage,
carport or driveway of the primary dwelling unit.

(98)Water and sewer.Adequate water and3990wastewater capacity shall exist for an accessory dwelling unit.
Approval of a special exception for an accessory dwelling unit3992shall not constitute approval for use of a septic system and/or a
well. If a septic system and/or a well must be utilized, applicable

3988

3948

3950

3952

3954

3956

3958

3994	laws, ordinances and regulations shall control. The owner of a <u>A</u> n
3996	attached accessory dwelling unit may shall not apply for and obtain a separate water meter. subject to the unit contraction to United County's water system.
3998	
4000	(109) Electrical. The owner of an <u>A</u> detached accessory dwelling unit may apply for and obtain a separate power meter, subject to the approval of the utility company and
4002	complying with all applicable laws, ordinances and regulations. An attached accessory dwelling unit shall not have or obtain a
4004	separate power meter.
4006	(1110) Impact fees and capital fees. The impact fees for an accessory dwelling unit shall be accessed at the multi-
4008	family rate. Water and wastewater capital fees for the accessory dwelling unit shall be assessed at the multi-family rate.
4010	(1211) Other laws, ordinances, and regulations.
4012	All other applicable laws, ordinances and regulations shall apply to the primary dwelling unit and the accessory dwelling unit.
4014	
4016	(g) After <u>[insert the effective date of this ordinance]</u> , accessory dwelling units may be permitted in a Planned Development without the need for a special exception, subject to
4018	the following requirements:
4020	(1) Unless the PD Land Use Plan (LUP) and/or PSP identifies ADUs as a permitted use, a change determination or
4022	an amendment to the PD/PSP shall be required, or if the property is platted as separate lot or parcel, a special exception shall be
4024	required [previously at PZC, <u>"(1) The PD Land Use Plan (LUP)</u> shall identify ADUs as a permitted use,"];
4026	
4028	(2) The ADUs shall meet the performance standards in Section 38-1426(f)(1) through (11), except for the need for a magical exception (unless it is platted as a constrate latter
4030	need for a special exception (unless it is platted as a separate lot or parcel); and
4032	(3) The property shall be platted with covenants and restrictions for all the lots in the plat identifying that ADUs are
4034	a permitted use.
4036	Section 40. Amendments to Section 38-1427 ("Communication towers"). Section

,

38-1427 is amended to read as follows:

į

Sec. 38-1427. Communication towers.

4040 4042

4044

4046

4048

4050

4052

4066

4068

4070

4072

4074

* *

(c) Variances. Except as provided otherwise for communication towers in planned developments (see Section 38-1236), a deviation Any request to deviate from any of the requirements of this section shall require variance review and approval by the board of zoning adjustment and the board of county commissioners.

* * *

(n) Standards and criteria for review of special exception requests on communication tower facilities.

* * *

4054 Separation distance (6) reduction for camouflaged facilities. In the event the BZA, or the BCC if the 4056 property is zoned PD, using the standards set forth in subsection (n)(5) above, determines the camouflaging agent is compatible with the surrounding area, then the distance separation 4058 requirements set forth in subsections 38-1427(d)(2)d and (d)(3) for the proposed communication tower as a camouflaged facility shall 4060 be reduced by one half (1/2) of the applicable monopole height requirement. The reduction should only be applicable to the 4062 placement of the camouflaged tower and the measurement of distance separation from other towers to the camouflaged tower 4064 shall not be reduced.

* * *

(o) Utilization of existing pole-type structures. A communication antenna which is attached to an existing pole-type structure or the existing pole-type structure is replaced with a monopole tower to accommodate both its prior function and a communication antenna shall be a permitted ancillary use provided each of the following criteria are met:

4076 (1) The communication antenna attached to the existing pole-type structure or replacement monopole shall not extend above the highest point of the pole-type structure or replacement monopole more than twenty (20) feet, as measured 4080 from the height of the pre-existing pole-type structure.

4082 (2) a. If the resulting structure/tower adds additional height over the pre-existing pole-type structure, the

4084	closest residential structure shall be away from the base of the
4086	pole-type structure or replacement tower a distance of at least one hundred ten (110) percent the height of the entire structure/tower.
4088	b. If no additional height over the
4090	height of the pre-existing pole-type structure is added by either (i) the attachment of the communication antenna to the existing pole-
4092	type structure, or (ii) the replacement tower including the communication antenna, then the structure/tower is permitted with no additional distance separation to residential structures over that
4094	which was provided by the pre-existing pole-type structure.
4096	(3) The communication antenna and support structure comply with all applicable FCC and FAA regulations.
4098	
4100	(4) The communication antenna, pole-type structure, and/or replacement monopole tower comply with all applicable building codes.
4102	
4104	(5) Pole-type structure (i) within public read rights-of-way, or (ii)-(i) within side yard or rear yard residential subdivision easements, or (iii)(ii) if used for power distribution of
4106	fourteen (14) kilovolt service or less, shall not be eligible for use under this subsection (0). Metwithstanding the foregoing
4108	sentence, <u>However</u> , other pole-type structures within <u>public road</u> rights-of-way and within limited access road system rights-of-way
4110	are eligible for use under this subsection (o), provided the antenna shall be canister-type.
4112	
4114	(6) The utilization of an existing pole-type structure for placement of a communication antenna in compliance with the requirements of this subsection (o) shall supersede the
4116	separation requirements of this subsection (0) shall superset the $(d)(2)d$. and $(d)(3)a$.
4118	
4120	(7) In the event that the utility pole or structure is abandoned for its initial/primary use as a utility pole, the secondary use as a communication tower shall also cease to
4122	operate and the structure and communication antenna removed.
4124	In all other respects, Section 38-1427 shall remain unchanged.
	Section 41. Amendments to Sections 38-1476 and 38-1479 regarding Off-Street
4126	Parking. Sections 38-1476 and 38-1479 are amended to respectively read as follows:

Sec. 38-1476. Quantity of off-street parking.

(a) Off-street parking spaces shall be provided for any use hereafter established or at the time of the erection of any main building or structure or at the time any main building, structure or occupational use is enlarged or increased in capacity by adding dwelling units, guest rooms, floor area, seats, or by increasing employment, according to the following minimum requirements: If the use is not listed below, the parking requirements shall be determined by the Zoning Manager by adopting or utilizing the parking requirements for the listed use that the Zoning Manager determines is most similar.

Auto dealerships

1 space per every three hundred (300) square feet of gross floor area including showroom, sales offices and general offices.

1 space for each 10 children, plus with a pickup and drop-off area equal-to-1 one space for each 10 children or without a pick-up or drop-off area one space for each 5 children.

4142

4128

4130

4132

4134

4136

4138

4140

4144

4146

741

95

2 spaces for each bedroom and office building criteria.

1 space for every employee, plus 1 space per bay or 1 space for each one thousand (1,000) square feet if no bays

Day care centers and kindergartens

× *

1 space for each 2 bedrooms

Boardinghouses, lodging houses,

Hospitals, sanitariums rest-and

convalescent homes, foster

and rooming- houses and assisted living facilities (such as senior living facilities), including nursing

Mechanical garages

institutions

homes

group homes, and_all similar

General business establishments, such as hardware, furniture, appliance, jewelry, apparel stores,—ete.and all other general retail establishments of fifteen thousand (15,000) square feet gross floor area or less 1 spaces for each 300 square feet of gross floor area; provided, however, that no use shall have less than 3 spaces.

* *

Restaurants, grills, bars, lounges, similar dining and/or drinking establishments 1 space for each 4 fixed—seats provided for patron use, plus 1 space for each 75 square feet of floor area provided for patron use which does not contain fixed-seats; provided that no use shall have less than 4 spaces

* * *

Schools, public and private, including elementary, <u>middle</u>, high schools and academies (not including colleges, universities, or similar institutions)

Shopping centers up to between fifteen thousand and one (15,001) and fifty thousand (50,000) square feet gross floor area, food stores, supermarkets, and drugstores 1 space for each 4 seats in assembly hall; or, if no assembly hall, 4 spaces per each instructional room, plus 1 space for each 3 high school students; whichever is higher.

5¹/₂ spaces for each 1,000 square feet of gross floor area; provided, however, no use shall have less than 5 spaces.

Student housing

1.25_1 spaces per bedroom.

* * *

Sec. 38-1479 Off-street parking lot requirements.

(a) All parking areas shall have durable all-weather surfaces for vehicle use areas, shall be properly drained and shall be designed with regard to pedestrian safety. For purposes of this article, a durable, all-weather surface shall consist of an improved surface, including concrete, asphalt, stone and other permanent

4148

4152 4154

4150

- 4158 surfaces, but not including gravel, wood chips, mulch or other materials subject to decay. Residential conversions to professional office use, churches, bed and breakfast homestays, bed and breakfast inns and overflow parking on unimproved property used in conjunction with special events and/or holiday parking demands may be exempt from this condition subject to approval by the 4164 zoning manager or when approved by the board of zoning adjustment ("BZA") and the board of county commissioners ("BCC").
- (b) Regular parking space sizes shall be a minimum of 180 square feet (either 9' x 20' or 10' x 18'). <u>Off-street parallel</u>
 parking stalls shall be 8' x 22'. Spaces within parking garages may be a minimum of 8 1/2' x 18'. Off-street turning and maneuvering space shall be provided for each lot so that no vehicle shall be required to back onto or from any public street. Suggested parking lot design standards are contained in Exhibit I on file and available for reference in the office of the county engineer.
- 4176

Section 42. Amendments to Sections 38-1501, 38-1502 and 38-1506 regarding Site

4178 and Building Requirements. Sections 38-1501, 38-1502 and 38-1506 are amended to

respectively read as follows:

4180

Sec. 38-1501. Basic requirements.

4182 4184 The basic site and building requirements for each agricultural, residential and commercial zoning districts are established as follows (and industrial site and building requirements are set forth elsewhere in this chapter:

4186

TABLE INSERT:

Min. lot area (sq. ft.) ^{##} m	Min. living area (sq. ft.)	Min. lot width (ft.)	<u>*a</u> Min. front yard (ft.)	<u>*a</u> Min. rear yard (ft.)	<u>a</u> Min. side yard (fi.)	Max. building height (fl.)	Lake setback (ft.)
SFR_21,780 (½ acre)	850	100	35	50	10	35	*a
Mobile home 2 acres	<u>850</u>	<u>100</u>	<u>35</u>	<u>50</u>	<u>10</u>	<u>35</u>	à
SFR 21,780 (½ acre)	850	100	35	50	10	35	* <u>à</u>
Mobile home	<u>850</u>	<u>100</u>	<u>35</u>	<u>50</u>	<u>10</u>	<u>35</u>	ā
108,900 (2½ acres)	1,000	270	35	50	25	35	* <u>a</u>
	(sq. ft.) ##m SFR 21,780 (½ acre) Mobile home 2 acres SFR 21,780 (½ acre) Mobile home 2 acres 108,900 108,900	(sq. ft.) ##m area (sq. ft.) SFR_21,780 (½ 850 acre) 850 Mobile home 850 2 acres 850 SFR_21,780 (½ 850 acre) 850 Mobile home 850 acre) 850 Mobile home 850 acre) 850 Mobile home 850 2 acres 108,900	$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$	$\begin{array}{c c c c c c c c c c c c c c c c c c c $	$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	$\begin{array}{c c c c c c c c c c c c c c c c c c c $	$\begin{array}{c c c c c c c c c c c c c c c c c c c $

District	Min. lot area (sg. ft.)- ^{##} m	Min. living area (sq. fl.)	Min. lot width (ft.)	* <u>a</u> Min. front yard (ft.)	[≇] g Min. rear yard (ft.)	<u>a</u> Min. side yard (fl.)	Max. building height (fi.)	Lake setback (fl.)
R-CE	43,560 (1 acre)	1,500	130	35	50	10	35	* <u>a</u>
R-CE-2	2 acres	1,200	250	45	50	30	35	* <u>a</u>
R-CE-5	5 acres	1,200	185	50	50	45	35	<u>*a</u> .
R-JAAAA	21,780 (½ acre)	1,500	110	30	35	10	35	्रम्
R-IAAA	14,520(1/3 acre)	1,500	95	30	35	10	35	<u>≉</u> ä
R-IAA	10,000	1,200	85	25 <u>‡h</u>	<u>30‡h</u>	7.5	35	<u>*a</u>
R-IA	7,500	1,200	75	20 ⁻¹⁻ <u>h</u>	25 ⁺ h	7.5	35	<u>*a</u>
R-I	5,000	1,000	50	20 [‡] <u>h</u>	20 [‡] <u>h</u>	5* <u>h</u>	35	* <u>a</u>
R-2	One-family dwelling, 4,500	1,000	45 <u>****</u> £	20 [‡] <u>h</u>	20 ⁴ <u>h</u>	5 ⁺ <u>h</u>	35	* <u>a</u>
	Two dwelling units, 8,000/9,000	500/1,000 per dwelling unit	80/90 <u>*****</u> <u>d</u>	20 [‡] <u>h</u>	30	5⁺ <u>h</u>	35	*8
	Three dwelling units, 11,250	500 per dwelling unit	85 ⁺ j	20 ⁴ <u>h</u>	30	10	35** ***	* <u>a</u>
	Four or more dwelling units, 15,000	500 per dwelling unit	85 [‡] j	20 [‡] <u>h</u>	30	10**** <u>b</u>	35 <u>**</u> ***	* <u>a</u>
R-3	One-family dwelling, 4,500	1,000	45 <u>****</u> c	20 <u>‡h</u>	20 <u>‡h</u>	5	35	<u>*a</u>
	Two dwelling units, 8,000/9,000	500/1,000 per dwelling unit	80/90 <u>******d</u>	20 <u>≵h</u>	20 <u>‡h</u>	5掛	35	.⊊8
	Three dwelling units, 11,250	500 per dwelling unit	85 [≁] j	20 <u>‡h</u>	30	10	35** ***	* <u>a</u>
,	Four or more dwelling units, 15,000	500 per dwelling unit	85 ⁺ j	20 <u>‡h</u>	30	10**** <u>b</u>	35** ***	* <u>a</u>

District	Min. lot area	Min. living	Min. lot width (ft.)	* <u>a</u> Min. front	<u>≭a</u> Min. rear	<u>a</u> Min. side	Max. building	Lake
R-L-D	(sq. ft.)-## <u>m</u>	area (sq. ft.)		yard (ft.)	yard (ft.)	yard (ft.)	height (fl.) 35***	setback (ft.)
K-L-D	N/A	N/A	N/A	10 for side entry garage, 20 for front entry garage	15	0 to 10	35	* <u>a</u>
R-T	7 spaces per gross acre	Park size min. <u>5 acres Min.</u> mobile home size 8-8-3-8-	<u>Min. mobile</u> <u>home size</u> <u>8 ft. x 35 ft.Park</u> size min. 5 acres	7.5	7.5	7.5	N/A<u>35</u>	# <u>a</u>
R-T-1 SFR	4,500***** <u>c</u>	4 5** *** <u>1,000</u>	1000 <u>45</u>	25/20†† <u>k</u>	25/20++ <u>k</u>	5	35	* <u>a</u>
Mobile Home	4,500 <u>*****</u> £	4 <u>5*****Min.</u> mobile home <u>size</u> 8 ft. x 35 ft.	Min. mobile home size 8 ft. x 35 ft. 45	25/20 <u>++k</u>	25/20 ††<u>k</u>	5	35	<u>≭a</u>
R-T-2 (prior to 1/29/73)	6,000	60 <u>SFR 500</u> <u>Min. mobile</u> <u>home size</u> <u>8 ft. x 35 ft</u>	<u>60</u> SFR-500 Min. mobile home size 8-R 25 R	25	25	6	N/A <u>35</u>	±a
(after 1/29/73)	21,780 1/2 acre	100SFR 600 Min. mobile home size 8 ft. x 35 ft.	<u>100</u> SFR 600 Min-mobile home size & R. × 35 ft	35	50	- 10	N/A<u>35</u>	<u>≭a</u>
NR	One family dwelling, 4,500	1,000	45 <u>*****</u> 2	20	20	5 ·	35/3 stories ^{‡‡} k	<u>*a</u>
	Two dwelling units, 8,000	500 per dwelling unit	80/90 <u>******d</u>	20	20	5	35/3 stories ⁺⁺ k	<u>*a</u>
	Three dwelling units, 11,250	500 per dwelling unit	85	20	20	10	35/3 stories ^{‡†} k	* <u>a</u>
	Four or more dwelling units, 1,000 plus, 2,000 per dwelling unit	500 per dwelling unit	85	20	20	10	50/4 stories ^{#1} k	* <u>a</u>
	Townhouse, 1,800	750 per dwelling unit	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories ^{‡‡} k	* <u>8</u>
NAC	Non-residential and mixed use development, 6,000	500	50	0/10 maximum, 60% of building frontage must conform to maximum setback	15, 20 adjacent to single- family zoning district	10, 0 if buildings are adjoining	50 feet ⁴⁴ <u>k</u>	*a
	One-family dwelling, 4,5000	1,000	45 <u>≭***</u> £	20	20	5	35/3 stories ^{‡‡} k	*a
	Two dwelling units, 11,250	500 per dwelling unit	80 <u>*****</u> <u>d</u>	20	20	5	35/3 stories ^{††} k	* <u>a</u>
	Three dwelling units, 11,250	500 per dwelling unit	85	20	20	10	35/3 stories [#] k	* <u>a</u>

District	Min. lot area (sq. ft.). ^{##} m	Min. living area (sq. ft.)	Min. lot width (ft.)	* <u>a</u> Min. front yard (ft.)	* <u>a</u> Min. rear yard (ft.)	<u>a</u> Min. side yard (ft.)	Max, building height (fl.)	Lake setback (fl.)
<u></u>	Four or more dwelling units, 1,000 plus 2,000 per dwelling unit	500 per dwelling unit	85	20	20	10	50 feet/4 stories, 65 feet with ground floor retail ^{#4} k	* <u>a</u>
	Townhouse, 1,800	750 per dwelling unit	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end unit	40/3 stories ^{##} k	<u>*</u> 3
NC	Non-residential and mixed use development, 8,000	500	50	0/10 maximum, 60% of building frontage must conform to maximum setback	15, 20 adjacent to single- family zoning district	10, 0 if buildings are adjoining	65 feet ^{#1<u>k</u>}	<u>*a</u>
	One-family dwelling, 4,500	1,000	45 <u>*****</u> c	20	20	5	35/3_stories ^{††} <u>k</u>	<u>*3</u>
	Two dwelling units, 8, 000	500 per dwelling unit	80 <u>*****d</u>	20	20	5	35/3 stories ^{**} <u>k</u>	¥g
	Three dwelling units, 11,250	500 per dwelling unit	85	20	20	10	35/3 stories ^{#*} <u>k</u>	* <u>a</u>
	Four or more dwelling units, 1,000 plus 2,000 per dwelling unit	500 per dwelling unit 750 per dwelling unit	85	20	20	10	65 feet, 80 feet with ground floor retail ⁴⁴ k	<u>*3</u>
	Townhouse		20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories # <u>k</u>	<u>*a</u>
P-O	10,000	500	85	25	30	10 for one- and two- story bldgs., plus 2 <u>feet</u> for each add. story	35** ***	* <u>a</u>
C-1	6,000	500	80 on major streets (see Art. XV); 60 for all other streets#g; 100 ft. for corner lots on major streets (see Art. XV)	25	20	0; or 15 ft when abutting residential district; side street, 15 ft.	50; or 35 within 100 ft of all residential districts	* <u>a</u>
C-2	8,000	500	100 on major streets (see Art. XV); 80 for all other streets ## <u>f</u>	25, except on major streets as provided in Art, XV	15; or 20-25 when abutting residential district	5; or 25 when abutting residential district; 15 for any side street	50; or 35 within 100 feet of all residential districts	# <u>a</u>
C-3	12,000	500	125 on major streets (see Art, XV); 100 for all other streets ###g	25, except on major streets as provided in Art. XV	15; or 20 when abutting residential	5; or 25 when abutting residential	75; or 35 within 100 feet of all residential districts	<u>*a</u>

District	Min. lot area (sq. ft.) ^{.##} m	Min. living	Min. lot width (ft.)	<u>*a</u> Min. front	<u>*a</u> Min. rear	<u>a</u> Min. side	Max. building	Lake	
······	(sq. ft.) m	area (sg. ft.)		yard (ft.)	yard (ft.)	yard (ft.)	height (ft.)	setback (ft.	
					district	district; 15		1	
					1	for any side			
		1		1		street			
*a		Setbacks	hall be a minimum of	50 feet from the	normal high wa	er elevation con	tour on any adjacet	l	
2			ater body and any natu						
							• •		
			Subject to the lakesho						
			ormal high water elev				• •		
			xtension of such wate						
		covered pa	atio, a wood deck attac	ched to the princi	pal structure or a	accessory structu	ire, a parking lot, or	any other	
		accessory	use, shall be the same	distance as the s	etbacks which a	te used per the re	spective zoning dis	strict	
		requireme	nts as measured from	the normal high y	water elevation of	ontour,			
		-		0					
**		المريم المبلج معني	~*~===================================	red interview	المرجد والملومة الدور	int-recett-in			
***		will have B	heeness flist y in	linde d-will be a	ې ۲۰،۴۰ مې مېلو مول مول	with the second	sit. tisilyarasht	caslal_tir⇒i⊀	
		+! Bjinger -61	ndi-inserventer	-rtline					
<u>****b</u>			ck is 30 feet where adj						
***** <u>C</u>			atted between 4/27/93						
			area, or contain less than 1,000 square feet of living area shall be vested pursuant to Article III of this chapter and shall be considered to be conforming lots for width and/or size and/or living area.						
******d								1 1 00 0	
<u>an anna</u>			d units (common fire						
			plex lot size is 9,000 s						
		that:	f of a duplex lot may	be sold, devised (or transferred inc	rependently from	n the other nait. ro	r duplex lots	
		(i)	are either platted o	t lots of record ex	vieting prior to 3	/3/07 and			
		 (i) are either platted or lots of record existing prior to 3/3/97, and (ii) are 75 feet in width or greater, but are less than 90 feet, and 							
		(iii) have a lot size of 7,500 square feet or greater, but less than 9,000 square feet							
			to be vested and shall						
# <u>e</u>			shall be 100 [feet] on						
## <u>f</u>		Corner lots	shall be 125 [feet] on	major streets (se	e Art. XV), 100	[feet] for all oth	er streets.		
###g		Corner lots	shall be 150 [feet] or	major streets (se	e Art. XV), 125	[feet] for all oth	er streets,		
卦			tted on or after 3/3/97					setbacks shall	
		apply: R-1	AA, 30 feet front, 35	feet rear; R-IA, 2	25 feet front, 30	feet rear; R-1, 2:	5 feet front, 25 feet	rear, 6 feet	
		side; R-2, 2	5 feet front, 25 feet re	ar, 6 feet side for	r one (10 and tw	o (2) dwelling u	nits; R-3, 25 feet fr	ont, 25 feet	
			side for two (2) dwell	ing units. Setbac	ks not listed in t	his footnote sha	ll apply as listed in	the main text	
		of this sect							
			nits only. If units are o						
			sust contain at least 1,		f living area. Ea	ch detached unit	must have a separa	tion from any	
			on site of at least 10 fe				·····		
<u>+++k</u>			impervious surface ra				ential, and mixed u	se	
······		development, which shall have a maximum impervious surface ratio of 80%.							
<u>† † † m</u>		Based on o	ross square feet.						

4190 [Editorial note: Throughout the Table Insert above, symbols are being deleted (shown by strike-throughs that may appear in certain places as underlines) and replaced with the following lower case letters (shown by underlines): a, b, c, d, e, f, g, h, j, k and m. (The lower case letters i and l are not being used.)]
 4192

Sec. 38-1502. Location of dwellings in residential districts. 4194 * * 4196 No dwelling shall be erected on a lot which does not (b) abut on a street for a distance of at least fifteen (15) feet. Any 4198 divisions or splits of land, lots or parcels shall have a minimum of twenty (20) feet of fee simple access to a roadway, except to the 4200 extent that requirement is inconsistent or conflicts with the requirements of the subdivision regulations. 4202 On any corner lot abutting the side of another lot, (c) 4204 no part of any structure, excluding fences (see subsection 38-

	1408(i)), shall be located within the twenty-five (2520) feet-foot
4206	<u>corner visibility triangle along of</u> the common lot line; and no <u>structure</u> shall be nearer the side street lot line than the required
4208	front yard of such abutting lot.
4210	* * *
4212	Sec. 38-1506. Height extensions for appurtenances.
4214	The zoning manager may grant height extensions not to exceed ten (10) feet above the maximum height limits established
4216	under section 38-1501, site and building requirements, and planned developments, for appurtenances and architectural features only.
4218	Examples of such features include, but are not limited to, chimneys, cupolas, church spires, and air conditioning equipment.
4220	Portions of the roof are not considered an appurtenance. The top of all roof-lines shall comply with the maximum height limit of the
4222	underlying zoning district. This provision is only applicable to properties platted after December 15, 1998, and unplatted lands.
4224	
	Section 43. Amendments to Sections 38-1602 and 38-1603 regarding Major Street
4226	<i>Setbacks.</i> Sections 38-1602 and 38-1603 are amended to respectively read as follows:
4228	Sec. 38-1602. Definitions.
4230	For the purposes of this article, the following definitions
	shall apply:
4232	Arterial road shall mean a signalized roadway that
4232 4234	Arterial road shall mean a <u>signalized roadway that</u> primarily services through traffic with an average signalized intersection spacing of 2.0 miles or less. As used here, signalized
	Arterial road shall mean a <u>signalized roadway that</u> primarily services through traffic with an average signalized intersection spacing of 2.0 miles or less. As used here, signalized intersections refer to all fixed causes of interruption to the traffic stream and may occasionally include STOP signs or other types of
4234	Arterial road shall mean a <u>signalized roadway that</u> primarily services through traffic with an average signalized intersection spacing of 2.0 miles or less. As used here, signalized intersections refer to all fixed causes of interruption to the traffic stream and may occasionally include STOP signs or other types of traffic control. Class I arterials have a posted speed of 40 miles per hour or greater. Class II arterials have a posted speed of 35 miles
4234 4236	Arterial road shall mean a <u>signalized roadway that</u> primarily services through traffic with an average <u>signalized</u> intersection spacing of 2.0 miles or less. As used here, <u>signalized</u> intersections refer to all fixed causes of interruption to the traffic stream and may occasionally include STOP signs or other types of traffic control. Class I arterials have a posted speed of 40 miles per hour or greater. Class II arterials have a posted speed of 35 miles per hour or less route providing service which is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In
4234 4236 4238	Arterial road shall mean a <u>signalized roadway that</u> primarily services through traffic with an average signalized intersection spacing of 2.0 miles or less. As used here, signalized intersections refer to all fixed causes of interruption to the traffic stream and may occasionally include STOP signs or other types of traffic control. Class I arterials have a posted speed of 40 miles per hour or greater. Class II arterials have a posted speed of 35 miles per hour or less.route providing service which is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every United States numbered highway is an arterial road. For purposes of this article, the term "arterial" includes
4234 4236 4238 4240 4242 4244	Arterial road shall mean a <u>signalized roadway that</u> primarily services through traffic with an average signalized intersection spacing of 2.0 miles or less. As used here, signalized intersections refer to all fixed causes of interruption to the traffic stream and may occasionally include STOP signs or other types of traffic control. Class I arterials have a posted speed of 40 miles per hour or greater. Class II arterials have a posted speed of 35 miles per hour or less.toute providing service which is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every United States numbered highway is an arterial road. For purposes of this article, the term "arterial" includes "principal arterial, "minor arterial," an "extension" of a principal arterial or minor arterial, and an "intra urban arterial." (This article
4234 4236 4238 4240 4242	Arterial road shall mean a <u>signalized roadway that</u> primarily services through traffic with an average signalized intersection spacing of 2.0 miles or less. As used here, signalized intersections refer to all fixed causes of interruption to the traffic stream and may occasionally include STOP signs or other types of traffic control. Class I arterials have a posted speed of 40 miles per hour or greater. Class II arterials have a posted speed of 35 miles per hour or less.route providing service which is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every United States numbered highway is an arterial road. For purposes of this article, the term "arterial" includes "principal arterial," "minor arterial," an "extension" of a principal

	Collector road shall mean a roadway providing land access
4250	and traffic circulation within residential, commercial, and
	industrial areas and thatroute providing service which is of
4252	relatively moderate average volume, moderately average trip
	length, and moderately average operating speed. Such a route also
4254	collects and distributes traffic between local roads or arterial roads
	and serves as a linkage between land access and mobility needs.
4256	For purposes of this article, the term "collector" includes "major
	urban_collector," "minor urban_collector," and any "extension" of a
4258	major or minor <u>urban collector., and an "intra-urban collector."</u>
4260	Functional classification shall mean the assignment of
	roads into systems according to the standards provided in the
4262	Highway Classification Manual and the Florida Department of
	Transportation Quality/Level of Service Handbook.character of
4264	service they provide in relation to the total highway network. Basic
	functional-classifications include arterial roads, collector roads,
4266	and local roado. These basic classifications may be divided into

functional-classifications include actorial roads, collector roads, and local-roads. These basic classifications may be divided into principal, major, or minor subclassifications. Those subclassifications may be additionally divided into rural and urban categories.

Major street shall mean a road functionally classified according to the standards provided in the Highway classification Manual and the Florida Department of Transportation Quality/Leval of Service Handbook as determined by the County Engineer.and listed as a major street in section 38-1603 of this article.

Minor arterial shall mean a route which generally interconnects with and augments principal arterial routes and provides service to trips of shorter length and a lower level of travel mobility. Such a route includes any arterial not classified as a "principal arterial" and contains facilities that place more emphasis on land access than the higher system.

4286 Principal arterial shall mean a route which generally volume corridors, and the longest trip purpose and carries a high proportion of the total area travel on a minimum of mileage.

4290Rural functionality-classified roads shall mean roadways
within the rural area not designated as urbanized, urban, or
transitioning by the Florida Department of Transportation, the
Federal Highway Administration, and MetroPlan Orlando based on
U.S. Census data, as updated from time to time.

4268

4270

4272

4274

4276

4278

4280

4282

4296 Setback distance shall mean a horizontal distance which 4298 described in section 38-1603. The distance is measured by a straight line extending perpendicular from the centerline of the 4300 major street.

4302Transitioning area shall mean an area designated by the
Florida Department of Transportation and MetroPlan Orlando
(without Federal Highway Administration involvement), based on
U.S. Census data, as updated from time to time. Transitioning
areas are fringe areas exhibiting characteristics between rural and
urbanized/urban. Transitioning areas are intended to include areas
that, based on their growth characteristics, are anticipated to
become urbanized or urban in the next 20 years and where
designated, associated roadways shall use urbanized area setbacks.

4312Urban functionally-classified roads shall mean roadways
within the urban/urbanized area designated by the Florida4314Department of Transportation, the Federal Highway
Administration, and MetroPlan Orlando based on U.S. Census4316data, as updated from time to time.

4318 Sec. 38-1603. Functional classification and setback distances.

Buildings, structures (except signs and billboards), and parking areas adjacent to major streets shall be set back in all zoning districts according to the respective setback distances set forth in the following table. In the event of a conflict between the setback distances set forth in the following table and the requirements for setbacks as established through yard requirements 4326 in any zoning district, the greater of the setback distances shall prevail. This section shall not apply within Horizon West.

4328 4330

* * *

Functional Classification of Major Street	Setback Distance from Centerline for Buildings and Structures (feet)	Setback Distance from Centerline for Parking Areas (feet)
Principal arterial, urban (Class I)	70	65
Principal arterial, urban (Class II)	<u>60</u>	<u>55</u>
Principal arterial, rural	150	100

Minor arterial, urban	60	55
Minor arterial, rural	120	70
Collector, <u>major and minor</u> urban	55	50
Collector, rural	100	50

4332 Section 44. Amendments to Sections 38-1725 and 38-1727 regarding Neighborhood

Districts, in General. Sections 38-1725 and 38-1727 are amended to respectively read as

4334 follows:

4336

4348

4354

4360

Sec. 38-1725. Intent and purpose of districts.

4338 This article provides specific zoning standards to 4338 implement the future land use map designations of neighborhood center, neighborhood activity corridor, and neighborhood 4340 residential.

- 4342 (1) These zoning standards are intended to facilitate the redevelopment of historic and/or established communities in
 4344 Orange County with housing types and homeownership opportunities, as well as neighborhood-serving commercial and other residential support services, including office uses, civic uses, parks, and recreation.
- (2) These zoning standards promote a mix of land uses
 4350 using a development pattern with various densities and intensities within a parcel, block, and/or district to recognize the urban nature
 4352 of these areas and to preserve and enhance their unique character and sense of place.
- (3) Orange County has made investments in public
 4356 services and infrastructure that will be protected by these zoning standards. These zoning standards address public health, safety,
 4358 and welfare in the districts and enhance the function and appearance of development.
- (4) These zoning standards are consistent with the
 4362 Economic Element of the Orange County Comprehensive Policy
 Plan, which has been adopted by the county to accommodate and
 promote economic growth and which specifies that zoning may be used to achieve these ends.

ł.

	(5) The Constitution and laws of the State of Florida
4368	grant authority to the board of county commissioners to adopt and
	enforce land development regulations within the unincorporated
4370	area of Orange County.
4372	(6) These neighborhood districts regulations shall be
-1J12	administered by the county zoning division, except that any non-
4374	zoning aspects of these regulations shall be administered by the
+76+	appropriate department or division.
4376	
	* * *
4378	
	Sec. 38-1727. Nonconforming uses.
4380	
	Except as provided in this section, uses and structures made
4382	nonconforming as a result of a rezoning of property to NC, NAC
	or NR are subject to the provisions of article III of Chapter 38.
4384	
1001	(1) Building or development sites which do not meet
4386	the minimum residential density requirements of the district in
10.00	which they are located shall be deemed to be conforming but
4388	underdeveloped. Any expansion or enlargement which increases
12.00	the density on the building or development site, but is less than the
4390	amount needed to meet minimum density requirements shall be
1200	permitted and considered to be consistent with the intent and
4392	purpose of the minimum density requirements of the district.
4394	(2) Destruction of nonconforming signs and the ability
	to rebuild such signs shall be subject to the nonconforming use
4396	provisions of section 38-53 (b). Nonconforming signage, excluding
	billboards, on properties that are vacant for one hundred eighty
4398	(180) days or more, as determined by a vacant structure on the
	property and sign face copy that is blank or does not advertise
4400	current business activity for that period, shall lose its
	nonconforming status. A vacant building shall be the primary
4402	factor for determining the expiration of nonconforming status of a
	sign. This subsection shall apply to single tenant structures and to
4404	multi-tenant structures where the entire multi-tenant structure is
	vacant. Upon occupancy of the structure by a business, signage
4406	that has lost its nonconforming status must come into compliance
	with this article. Any new signage on the property must be
4408	consistent with the signage requirements of this article.

Section 45. Amendments to Sections 38-1730, 38-1731 and 38-1734 regarding the

NC Neighborhood Center District. Sections 38-1730, 38-1731 and 38-1734 are amended to

4412 respectively read as follows:

Sec. 38-1730. Intent and purpose of district.

4414 The NC neighborhood center district is intended to provide neighborhood-serving. mixed-use. pedestrian-scale and а 4416 environment where residents of urban communities in need of redevelopment can comfortably shop for their daily needs. A 4418 mixture of retail shops, restaurants, offices, civic uses, and residential units will characterize the NC district, complemented 4420 by an active and pleasant streetscape, tree-shaded sidewalks, and other pedestrian amenities. This intent and purpose are consistent with Future Land Use Element Policy FLU8.3.13.4.4 of the 4422 Orange County 2000-20202010-2030 Comprehensive Policy Plan. These NC neighborhood district regulations shall be administered 4424 by the county zoning division, except that any non-zoning aspects of these regulations shall be administered by the appropriate 4426 department or division. 4428

Sec. 38-1731. Permitted uses.

A use shall be permitted in the NC district if the use is4432identified by the letter "P" in the use table set forth in section 38-443477. For master-planned redevelopment areas, defined as areas4434where lot assembly has taken place and a single site plan has been
submitted for an area no less than five acres, in the NC district,4436permitted uses shall be consistent with minimum and maximum
land area specified in Future Land Use Element Policy FLU44381.1.4C3.4.7 of the Orange County 2000-2020 Comprehensive
Policy-Plan.4440

4442 Sec. 38-1734. Site development standards.

- 4444Except as otherwise provided in this section, the site and
building requirements shown in article XII of this chapter shall
apply to all development within the NC district.
- 4448

* * *

* *

4450	(2) Density and intensity standards. The following density and intensity standards shall apply to all development
4452	within the NC district.
4454	a. Floor area ratio shall not exceed 2.0.
4456	b. The maximum residential density shall not exceed forty (40) units per acre.
4458	e. The minimum-residential-density shall be no
4460	less than four (4) units per acre.
4462	d. — Densities less than four (4) units per-acre shall be allowed for the protection of natural resources.
4464	* * *
4466	
	Section 46. Amendments to Sections 38-1737, 38-1738 and 38-1741 regarding the

4468 NAC Neighborhood Center District. Sections 38-1737, 38-1738 and 38-1741 are amended to

respectively read as follows:

4470	Sec. 38-1737. Intent and purpose of district.
4472	The intent of the NAC neighborhood activity corridor district is to provide a mixture of land uses along the main
4474	roadways serving an urban community in need of redevelopment. The NAC district is intended as a vital, pedestrian-oriented district
4476	that can support a variety of residential and support uses at an intensity greater than the surrounding neighborhoods, but less
4478	intense than the NC district. The NAC district should contain a variety of multi-family units, including townhouses, apartments
4480	above offices and retail, and loft options, complemented by offices, commercial and residential support services, residential, and
4482	limited retail space. This intent and purpose are consistent with Future Land Use <u>Element</u> Policy <u>FLU8.3.13.4.4</u> of the Orange
4484	County 2000-20202010-2030 Comprehensive Policy Plan. These NAC neighborhood activity corridor district regulations shall be
4486	administered by the county zoning division, except that any non- zoning aspects of these regulations shall be administered by the
4488	appropriate department or division.

4490

4492

	Sec. 38-1738. Permitted uses.
4494	
4496	A use shall be permitted in the NAC district if the use is identified by the letter "P" in the use table set forth in section 38- 77. For master-planned redevelopment areas, defined as areas
4498	where lot assembly has taken place and a single site plan has been submitted for an area no less than five acres, in the NAC district,
4500	permitted uses shall be consistent with minimum and maximum land area-specified in Future Land Use <u>Element</u> Policy FLU
4502	<u>1.1.4C</u> 3.4.7 of the Orange County 2000-2020 Comprehensive Policy-Plan.
4504	* * *
4506	
4508	Sec. 38-1741. Site development standards.
4510	Except as otherwise provided in this section, the site and
4512	building requirements shown in article XII of this chapter shall apply to all development within the NAC district.
4514	* * *
4516	(2) Density and intensity standards. The following density and intensity standards shall apply to all development
4518	within the NAC district.
4520	a. Floor area ratio shall not exceed 1.0.
4522	b. The maximum residential density shall not exceed twenty-five (25) units per acre.
4524	a. The minimum residential density shall be no
4526	less than four (4) units per acre. Densities less than four (4) units per acre shall be allowed for the protection of natural resources.
4528	* * *
4530	
	Section 47. Amendments to Sections 38-1744, 38-1745 and 38-1748 regarding the
4532	NR Neighborhood Residential District. Sections 38-1744, 38-1745 and 38-1748 are amended to
	respectively read as follows:

.

4534

Sec. 38-1744. Intent and purpose of district.

4538 The purpose of the NR neighborhood residential district is to provide a transition from mixed-use areas to lower-density 4540 residential areas to promote the redevelopment of urban communities. The NR district will provide a diversity of housing 4542 types at densities higher than surrounding neighborhoods. complemented by parks, recreation areas and civic uses essential to 4544 community gathering. The district will be pedestrian in nature. with sidewalk-lined, tree-shaded streets naturally clamed by on-4546 street parking and an active environment. This intent and purpose are consistent with Future Land Use Element Policy FLU8.3,13.4.4 4548 of the Orange County 2000-2020 Comprehensive Policy-Plan. These NR neighborhood residential district regulations shall be 4550 administered by the county zoning division, except that any nonzoning aspects of these regulations shall be administered by the 4552 appropriate department or division.

4554 Sec. 38-1745. Permitted uses.

4556A use shall be permitted in the NR district if the use is
identified by the letter "P" in the use table set forth in section 38-
4558455877. For master-planned redevelopment areas, defined as areas
where lot assembly has taken place and a single site plan has been
submitted for an area no less than five acres, in the NR district,
permitted uses shall be consistent with minimum and maximum
45624562land area specified-in-Future Land Use Element Policy FLU 1.1.4C
3.4.7-of the Orange County 2000-2029 Comprehensive Policy
Plan.

4568

4570

4572

4574

4566

* * *

Sec. 38-1748. Site development standards.

Except as otherwise provided in this section, the site and building requirements shown in article XII of this chapter shall apply to all development within the NR district.

* * *

4576 (2) Density and intensity standards. The following density and intensity standards shall apply to all development
 4578 within the NR district.

4580

a. Floor area ratio shall not exceed .40.

4582	b. The maximum residential density shall not
1501	exceed twenty (20) units per acre.
4584	
4586	e. The minimum residential density shall be no less their four (i) write; or acre. Densities less than four (4) units
4588	per acre shall be allowed for the protection of natural resources.
4590	47 47 47
1070	Section 48. Amendments to Article XVIII regarding Donation Bins. Article XVIII
4592	of Chapter 38 is amended to read as follows:
4594	ARTICLE XVIII. DONATION COLLECTION BINS
4596	Sec. 38-1765. Intent.
4598	The intent of this Article is to regulate the placement of donation <u>collection</u> bins within the unincorporated area of Orange County to promote the health, safety, and general welfare of
4600	citizens of the County.
4602	Sec. 38-1766. Definitions.
4604	As used in this Article, the following words or phrases shall have the meaning ascribed to them below unless the context
4606	clearly indicates otherwise:
4608	(a) <i>Donation <u>Collection</u> bin</i> shall mean any stationary or free-standing container, receptacle or similar device that is
4610	located outdoors on any property within the County and is used for the solicitation and collection of donated items, such as
4612	clothing, books, shoes or other non-perishable personal property. This term does not include any of the following: (1) a bin used for
4614	the solicitation and collection of donated items associated with a special event, provided the bin is removed when the special event
4616	ends, but in no event later than forty-eight (48) hours after being placed at the special event site; (2) a mobile trailer used for the
4618	solicitation and collection of donated items, provided it complies with all applicable ordinances and regulations, including those
4620	relating to special events; and (3) a <u>container bin</u> , for the collection of recyclable materials associated with the Orange
4622	County Solid Waste Division.
4624	(b) <i>Permit</i> shall mean a permit issued by the zoning manager or designee to operate a donation collection bin pursuant

4626	to this Article.
4628	(c) <i>Permittee</i> shall mean the person or entity that owns the donation collection bin and in whose name a permit to operate
4630	the donation <u>collection</u> bin and in whose name a permit to operate a <u>donation <u>collection</u> bin has been issued under the terms and provisions of this Article.</u>
4632	-
4634	(d) <i>Property owner</i> shall mean the owner of fee simple title of record or the owner's authorized agent.
4636	(c) Solicitation shall mean as defined by Section 496:404, Florida Statutes, as may be an and the l
4638	
4640	Sec. 38-1767. Permit required.
4642	No person shall place, use or operate a <u>donation collection</u> bin in the unincorporated area without obtaining a permit pursuant to this Article. The operator of a donation collection him in
4644	to this Article. The operator of a donation <u>collection</u> bin in existence as of June 24, 2014, the date of adoption of this ordinance, shall have until September 1, 2014, to either apply for
4646	and obtain a permit under this Article or remove the donation collection bin.
4648	
	See Sa Flax Permit ginulognon
4650	Sec. 38-1768. Permit application.
4650 4652	(a) An application for a permit shall be made to the zoning manager or designee on a form prescribed by the zoning
	(a) An application for a permit shall be made to the
4652	(a) An application for a permit shall be made to the zoning manager or designee on a form prescribed by the zoning manager. The applicant shall pay an application fee, established by the Board of County Commissioners and found in the fee
4652 4654	 (a) An application for a permit shall be made to the zoning manager or designee on a form prescribed by the zoning manager. The applicant shall pay an application fee, established by the Board of County Commissioners and found in the fee schedule. Such application shall include, at a minimum, all of the following information: (1) A map or sketch showing the location
4652 4654 4656	 (a) An application for a permit shall be made to the zoning manager or designee on a form prescribed by the zoning manager. The applicant shall pay an application fee, established by the Board of County Commissioners and found in the fee schedule. Such application shall include, at a minimum, all of the following information: (1) A map or sketch showing the location where the donation <u>collection</u> bin will be situated.
4652 4654 4656 4658	 (a) An application for a permit shall be made to the zoning manager or designee on a form prescribed by the zoning manager. The applicant shall pay an application fee, established by the Board of County Commissioners and found in the fee schedule. Such application shall include, at a minimum, all of the following information: (1) A map or sketch showing the location where the donation collection bin will be situated. (2) A drawing or manufacturer's specification of the donation collection bin and information regarding the size
4652 4654 4656 4658 4660	 (a) An application for a permit shall be made to the zoning manager or designee on a form prescribed by the zoning manager. The applicant shall pay an application fee, established by the Board of County Commissioners and found in the fee schedule. Such application shall include, at a minimum, all of the following information: (1) A map or sketch showing the location where the donation collection bin will be situated. (2) A drawing or manufacturer's specification of the donation collection bin and information regarding the size and color of the donation collection bin.
4652 4654 4656 4658 4660 4662	 (a) An application for a permit shall be made to the zoning manager or designee on a form prescribed by the zoning manager. The applicant shall pay an application fee, established by the Board of County Commissioners and found in the fee schedule. Such application shall include, at a minimum, all of the following information: (1) A map or sketch showing the location where the donation collection bin will be situated. (2) A drawing or manufacturer's specification of the donation collection bin and information regarding the size
4652 4654 4656 4658 4660 4662 4664	 (a) An application for a permit shall be made to the zoning manager or designee on a form prescribed by the zoning manager. The applicant shall pay an application fee, established by the Board of County Commissioners and found in the fee schedule. Such application shall include, at a minimum, all of the following information: (1) A map or sketch showing the location where the donation collection bin will be situated. (2) A drawing or manufacturer's specification of the donation collection bin and information regarding the size and color of the donation collection bin. (3) The name, address and telephone number

	4 03.7046, Florida Statutes, unless the applicant shows-that an
4672	FDEP rule exempts it from Section 403.7046.
4674	(54) Written consent from the property owner to place the donation <u>collection</u> bin on the property.
4676	
4678	(65) Written authorization from a non-profit organization to display affiliation with the non-profit organization.
4680	(6) Evidence of any business permits or registrations required pursuant to State and/or local law, such as a
4682	Florida Department of Environmental Protection (FDEP) permit as a Certified Recovered Materials Dealers, issued pursuant to
4684	Section 403.7046, Florida Statutes, unless the applicant is exempt from Section 403.7046.
4686	(b) Within fourteen (14) days of receipt of a completed application, the zoning manager or designee shall issue
4688	a letter to the applicant approving or denying the permit application, with or without conditions, or denying the
4690	application.
	(c) Upon approval of a permit application, the zoning
4692	manager, or his authorized designee, shall issue the permittee a tag which shall include the permit number and expiration date. A
4694	separate tag shall be issued for each collection bin which shall be displayed in accordance with section 38-1770 of this Article.
4696	(d) In the event the original tag is damaged or otherwise inadvertently removed from the collection bin, the
4698	permittee may request a replacement tag from the zoning manager
4700	for a nominal fee. This shall not apply to any collection bin wherein the original tag has been removed due to expiration or other violation of this Ordinance.
4702	Sec. 38-1769. Standards and criteria.
4704	(a) A donation <u>collection</u> bin shall be limited to a maximum floor area of twenty-five (25) square feet and a
4706	maximum of -seven feet (7') in height.
4708	(b) A donation <u>collection</u> bin shall be limited to one bin per parcel or lot, except that one additional donation
4710	<u>collection</u> bin may be permitted if the parcel or lot has more than three hundred feet (300') of road frontage.
4712	

÷

4716

(c) A <u>donation collection</u> bin shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti repaired or repainted in the event it is damaged or vandalized.

4718 In addition to the information that is required to be (d)posted pursuant to Section 38-1770, Ssignage shall be required permitted on at least-not more than two sides of a donation 4720 collection bin, provided that at least one sign shall be located on the front or depositing side of the receptacle, and the total copy 4722 area of all signage does not exceed thirty-two (32) square feet. Signage shall only advertise the donation collection bin's: (1) 4724 permittee, and (2) -if applicable, benefitting foundation or organization. A donation collection bin operated by a person or 4726 entity other than a non-profit permittee shall include the following statement on the depositing side of the bin, not less than two 4728 inches (22) below the bin chute, in completions and clear lettering at least two-inches (2") high: "[Permittee name] is not a charitable 4730 organization. The materials deposited in this bin are recycled and sold for profit, and are not tax deductible contributions." The sign 4732 shall be located not less than two inches (2") below the bin chute with the conspicuous and clear lettering that is not less than three 4734 inches (3") high and one-half inches (1/2") in width with an ink color that contrasts with the color of the collection bin. A 4736 permittee's donation collection bin operated by a person or entity other than a non-profit permittee with a benefitting foundation or 4738 organization may also state: "A portion of the proceeds of the sale of the materials deposited in this bin benefits [name of benefitting 4740 foundation or organization]." 4742

(e) A donation <u>collection</u> bin shall not be located on an unimproved parcel or lot.

4746(f) The permittee shall maintain or cause to be
maintained the area surrounding a donation collection bin free of
junk, garbage, trash, debris or other refuse material. In addition, a
donation collection bin shall be emptied at least every seventy-
two (72) hours.

(g) A donation <u>collection</u> bin shall have a security or safety chute and tamper proof lock to prevent or deter intrusion and vandalism.

4756 (h) The permittee and property owner shall be individually and jointly responsible for abating and removing all junk, garbage, trash, debris and other refuse material in the area

4752

4760	_	tion <u>collection</u> bin within seventy-two (72) rerbal notice from the County.
4762		permittee and property owner shall be werally responsible for all costs related to
4764	abating and removin	ng any junk, garbage, trash, debris and other n the area surrounding a denation <u>collection</u>
4766	bin.	in the area surrounding a domation <u>concerton</u>
4768	÷,	nation <u>collection</u> bin shall be located on an us surface and shall be anchored to such
4770	surface.	nation <u>collection</u> bin shall only be allowed as
4772	an accessory use i	n the <u>Commercial</u> and <u>Lindustrial</u> zoning nulti-family zoning district where the multi-
4774		t has at least one hundred (100) units.
4776	— afalaat maalaanni m	
4778	(l) A doi any of the following	nation <u>collection</u> bin shall not be located in areas:
4780	(1)	Required parking spaces;
4782	(2)	Public or private right-of-way;
4784	(3)	Drive aisles;
4786	(4)	Required landscaped areas;
4788	(5)	Sight triangle;
4790	(6)	Pedestrian circulation areas;
4792	(7) single-fami	Within one hundred feet (100') from a ly residentially zoned district; or
4794	(8)	Within the setback of the applicable zoning
4796	district.	
4798		ection bin shall not be placed on the site in a vehicular or pedestrian traffic flow.
4800		
4802		
4804		

	Sec. 38-1770. Display of permit.
4806	
4808	The following information shall be clearly and prominently displayed on the exterior of the donation collection bin:
4810	
4812	$(\underline{+a})$ The approved <u>permit</u> tag, which shall be placed on the front or depositing side of the receptacle; and
4814	(2b) On each side of the receptacle, 7the name of the permittee, and the permittee's, logo, trademark or service mark,
4816	local physical address, telephone number, e-mail address <u>(if any)</u> , and for-profit or non-profit status.
4818	-
4820	Sec. 38-1771. Issuance; forms and conditions of permit.
4820	(a) The permit shall be issued on a form prescribed by the zoning manager. The permit shall identify the exact location
4824	of the denation <u>collection</u> bin on the property.
-02-1	(b) The permit shall not be transferable.
4826	
4828	(c) The permit shall be effective for one (1) year, from the date of issuance and be subject to annual renewal.
4830	(d) The permittee shall advise the zoning manager of any material changes in the information or documentation
4832	submitted with the original permit application.
4834	Sec. 38-1772. Permit fee.
4836	The permittee shall pay an annual permit fee, established by the Board of County Commissioners and found in the fee
4838	schedule. No prorations may be allowed for permits less than one (1) year in duration or for permits suspended or revoked pursuant
4840	to this Article.
4842	Sec. 38-1773. Revocation or suspension of permit.
4844	The zoning manager shall have the authority to suspend or revoke a donation collection bin permit for the following reasons:
4846	the rest of demanding the permit for the restoring readens.
4848	(a) A necessary business permit or state registration has been suspended, revoked or cancelled.

4850(b) Failure to correct a violation of this Article or any
condition of the permit within three (3) days of receipt of a code
enforcement notice of violation.

4854(c) The permittee provided false or misleading
information on the application which was material to the approval
of the permit.

The zoning manager or designee shall notify the permittee in writing whether the permit is being suspended or revoked, and the reason therefore. If the action of the zoning manager is based on subsection (a) or (c), the action shall be effective upon permittee's receipt of the notice. If the action is based on subsection (b), the action shall become effective ten (10) days following permittee's receipt of the notice, unless such action is appealed to the Board of Zoning Adjustment pursuant to this Article.

Nothing in this section shall be construed to otherwise limit the County's police powers.

Sec. 38-1774. Appeals.

(a) The zoning manager's decision to deny a permit
 4874 application or to suspend or revoke a donation bin permit may be
 appealed to the Board of Zoning Adjustment. The permittee shall
 4876 submit a written notice of appeal to the zoning manager within ten
 (10) days of receipt of the zoning manager's decision. The
 4878 Zoning Division shall schedule a hearing before the Board of
 Zoning Adjustment within thirty (30) days of receiving the notice.

(b) The Board of Zoning Adjustment shall conduct a
 4882 hearing on the appeal within sixty (60) days after the filing of the notice of appeal, or as soon thereafter as its calendar reasonably
 4884 permits. The recommendation of the Board of Zoning Adjustment shall be forwarded to the Board of County
 4886 Commissioners for a final decision.

(c) The filing of a notice of appeal by a permittee shall not stay an order of the zoning manager to remove the donation <u>collection</u> bin. The <u>donation</u> <u>collection</u> bin shall be removed as required by the zoning manager pending disposition of the appeal and final decision of the Board of County Commissioners.

4894

4888

4890

4892

4858

4860

4862

4864

4866

4868

4870

4872

4880

4896	Sec. 38-1775. Penalties.
4898	Any person who operates or causes to be operated a donation collection bin without a valid permit or any person or
4900	permittee who violates any provision of this Article, regardless of whether the donation collection bin is permitted under this
4902	Article, shall be subject to any one or more of the following penalties and/or remedies:
4904	-
4906	(a) A violation of any provision of this Article may be enforced through the code enforcement process as described in Chapter 11 of the Orange County Code and Chapter 162 of the
4908	Florida Statutes;
4910	(b) Orange County may bring a lawsuit in a court of competent jurisdiction to pursue temporary or permanent
4912	injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any
4914	provision of this Article, and furthermore, in the event Orange County removes a donation <u>collection</u> bin from the public right-
4916	of-way, the owner of the donation <u>collection</u> bin shall be responsible for the cost of removal; and
4918	(c) A violation of any provision of this Article may be
4920	punished as provided in Section 1-9 of the Orange County Code.
4922	Sec. 38-1776. Responsibility and liability of owner of donation bin, permittee, and property owner.
4924	The owner of the donation bin, the permittee, and the
4926	owner of any private property upon which a violation of this Article occurs may be held individually and severally responsible
4928	and liable for such violation.
4930	Secs. 38-1777 – 38-1779. Reserved.
4932	
4934	

4936	Section 49. Effective date. This ordinar	ice shall become effective pursuant to general
	law.	
4938	ADOPTED THIS DAY OF	, 2016.
4940		OR ANOT COLDITY TO ORIDA
4942		ORANGE COUNTY, FLORIDA By: Board of County Commissioners
4944		D.u.
4946		By: Teresa Jacobs,
4948		Orange County Mayor
4950	ATTEST: Martha O. Haynie, County Comptroller	
4952	As Clerk of the Board of County Commissioners	
4954	By: Deputy Clerk	
4956	s:\jprinsell\ordres\zoning - chapter 38 amendments - 08-05-16.rtf	

·

[NOTE: Revisions and corrections to the May 11, 2016, draft of the Use Table reviewed by the P&ZC are shaded in yellow.]

August 5, 2016 - Draft REVISIONS TO SEC. 38-77 USE TABLE

												1	AP Sec. 3		DIX ' Use '		•																	
Uses Per Zanine Code	SIC Group	Land Use	4-1	4-2	A-R	RCE-5	RCE-2	RCE	R-IAAAA	R-LAAA	R-IAA	R-1A	R-1	<u>R-2</u>	R-3	RCE Cluster	RT	RT-1	RT-2	0-d	E-1	ß	C.3	VI-I	1-1, L-2	1-2, 1-3	H	U-V (see 29)	R-L-D	UR-3	NС	JHIC	MR	Conditions
		RESIDENTIAL	1	1	1	1	1		1		1			<u> </u>	1		1		1		1		İ			<u> </u>	1		<u> </u>				[1
Single-family and modular homes with customary accessory uses		Single-family and modular homes with customery accessory uses	1 P	1 P	1 P	1 P	1 P	1 P	l P	1 P	1 P	1 P	1 P	1 P	1 P	1 P		1 P	1 P	ł F											147 1 P	147 1 P	147 P	
			1 100	1.201	1 101	1.101			1 101	Tio	T-01		* *		1 101	100	1.101	1 101	1.01		r	·			·····	.	·····		·					·
Home occupation		·	101 P	101 R	<u>101</u> E	1 <u>01</u> P	<u>101</u> P	101 P	<u>101</u> P	101 P	<u>161</u> P	<u>101</u> P	101 P	<u>101</u> P	<u>101</u> P	101 2	101 P	<u>101</u> P	101 P													<u>101</u> P	<u>101</u> P	
													* *	*					_															
Feo simple duplex and patio homes		Fee simple duplex and patio homes				Į		L						2 P	2 P	446 P													124 P	ų			Р	
		· · · · · · · · · · · · · · · · · · ·											* *	*					T					·										
Chimneys, water & fire towers, church spires, domes, supplas, stage towers, scenery lofts, cooling towers, devator buikheads, smokestacks, flagpoles, and parapet walls		Chimneys, water & fire towers, obtarch spires, domes, oupolas, stage towers, seatery lofts, cooling towers, elevator buikbends, smokestacks, flagpoles, and paraget walfs	7 P S	7 P S	7 P S	7 P S	P S	7 P S	7 P S	7 P 5	7 P 8	7 9 8	7 P 8	7 P S	7 F S	? ድ	7 4 \$	7 P S	7 P 8	7 F S	7 P S	7 ₽ \$	7 P S	7 P S	? ₽ \$	7 8	7 P S	7 P S	7 P 8		7 P S	7 P S	7 P S	
					·		·		1		· · · · ·		* *	*	•		·		·	t			1			L,	L		<u> </u>	لصبحبهما				
Cransient-restal-units		Secondent reaction under	1		1	7		r	1	1	1				1			₽									1		1	1	1	- 1		
													4 Y	*																				
Accessory dwelling unit		Accessory dwelling unit	108 S	108 8	108 S	108 S	108 S	108 5	108 S	108 S	108 S	108 S	108 5	S	108 5	108 S		108 S	108 S												108 S	108 S	108 PS	
Emergency generators		Emergency generators	1 12	1 16	1 16	1 16	16	16	16	E 16	16				1 16	16	16	16	16	16	16			16	16	16	161	16	16		16	16	16	^I
(permanent)		(permanent)	1 <u>6</u> P	16 P	16 P	16 P	16 P	<u>16</u> <u>P</u>	16 P	16 P	16 E	16 1	16 P	<u>16</u> P	16 E	<u>16</u> 2	16 2	<u>16</u> P	16 16	16 P	16 P	16 E	16 P	<u>16</u> P	16 P	<u>16</u> P	<u>16</u> P	16 2	16 P		16 P	1 <u>6</u>	16 P	
						Y							* *																					
Home with 5 or fover usidents that otherwise meric definition of Scommunity Rresidential Hhomes (mov-6 elients)		Home with 6 or fewer residents that otherwise meets definition of Geometricy Residential Homes (mist 6 chients)	12 P	12 P	12 P	12 P	12 P	12 P	12 P	12 P	12 P	12 P	12 P	12 P	12 P	12 P				P	₽ ₽	P	þ		P	P	P	12 13 P	124 12 P		P	12 P	12 P	
Community Residential Homes (7 to 14 Henteresidents)		Community Residential Hicanes (7 to 14 olionteresidents)												14 S	14 P	14 (19) S				P	P	Р	ę		P	P	P	13 14 S			P	P	14 S	

Ì

767

. .

August 5, 2016 – DRAFT REVISIONS TO SEC. 38-77 USE TABLE

												i	Sec, 3		Use		,																	
	SIC Group		<i>I-Y</i>	A-2	A-R	RCE-5	RCE-2	RCE	R-IAAAA	R-LAAA	R-IAA	R-1A	8-1	R-2	R-3	RCE Cluster	RT	I-13	RT-2	P-0	उ	.02	C.3	VI-I	El, E5	12,13	Ы	U-V (see 29)	R-L-D	UR-3	ЖС	NAC	W.	Conditions
Uses Per Zoning Code		Land Use			.L		1	<u> </u>	1		1	ſ	<u> </u>	1	.L	<u> </u>	Í	L		ļ	I			<u> </u>		Į	L		L		<u> </u>		L	
									<u>-</u>				* *	*																				
Concernity: Besidential Komes (graater than 14 Marts)		Community residential homes (greater than 14 olients)													P					P	р	₽	₽		₽	ų.	Ŗ			6	₽	¥.	14 \$	Ι
			~										* *	*	.																	<u> </u>		-4
Transfern rental and Ssingle- family transfert cental		Single family (Transient tental													69 P																			T
· · · · ·					- I	. <u></u>	1	J	.t				* *	*	12		<u></u>	L		.L			L	<u> </u>	1	!	L3					<u>.</u>	L	
Aduit/child day care centers		Adult/child day care centers	26 5	26 S	26 S	26 S	26 S	26 S	26 S	26 S	26 S	26 \$	26 S	26 S	26 P	26 S				26 P	26 P	26 P	26 P	107 26 PS	26 F	26 P	26 P	13 26 S 26 27	26 S		26 P	26 P	26 S	*
		1	.l	1	1	1	1	<u> </u>	·	1	i		* *		ł	l	l	i	.I	ł	!	L						P				l	L	<u>i</u>
Docks		Docks	<u>95</u> P	<u>95</u> P	95 P	95 E	25 P	9 <u>3</u> P	말	95 P	9 <u>5</u> 2	<u>95</u> P	95 2	<u>95</u> P	25	<u>95</u> P	<u>95</u> P	<u>95</u> E	95 P	<u>95</u> P	95 R	<u>95</u> P	95 P	95 E	<u>95</u> P	<u>95</u> P	<u>95</u> P	95 2	<u>95</u> P		25 E	25 P	<u>95</u> P	Γ
													* *	*																				
	02	AGRICULTURAL PRODUCTION (livestock)	P	μ																														
Commercial konnels		Commercial kennels	74 S	78 S	-	1	1						\$r			*						78 p	78 P		78 1	28 85	28 P	******						1.
All marchest Articles								1000000000	d		·		* *	*			لعصيب		<u></u>		استعسط			heren			استدي	يامر و يوموني		k		ł		dana.
Boarding of borroes and parties and riding stables for commercial purposest-siding of horses and parties for sommercial purposes		Boarding-of-boroes-and ponice-and riding stables for-commercial-purpecce; mising of horses-and ponice-for-commercial purpecce	8	59 S																		₽	₽		ŧ	₽	P							
Animal- <u>Cattle</u> stock grazing, stock yards	0211	Beef cattle (grazing)	P	P																														
Dairy farms	0241	Dairy Farms	Р 50 8 36 ₽	P 50 5 36 36 8	37 F	49 ₽	40 ₽	40																										

APPENDIX "A"

August 5, 2016 – DRAFT
REVISIONS TO SEC. 38-77 USE TABLE

*** *** aking or keeping of Geew 0272 Raiting or keeping of Geew 0272 Raiting or keeping of Geew 0272 All A1 A1
--

APPENDIX "A"

													Sec. 3	38-77.	Use	Table																		
Uses Per Zoning Code	SIC Group	Land Use	1-4	4-2	A-R	RCE-5	RCE-2	RCE	R-IAAA	R-IAAA	R-IAA	R-1A	R-1	R-2	R-3	RCE Cluster	RT	RT-1	RT-2	0-d	C-I	C:3	63	FIA	F-1, F-S	1-2, 1-3	F4	U-V (see 29)	R-L-D	UR-3	NC	MAC	NR	
																					,	`							J	·	ł	l		
	07	AGRICULTURAL SERVICES	P	Р				Į	ļ																									
Veterinary service with no outdoor rans or compound	0742	Veterinary services	s	s															<u>54</u> P	54 112 P	<u>54</u> 442 P	<u>54</u> 112 P		Р	Р	P	54 P							
•													* *	*																				_
		CONSTRUCTION	1		1		1			1	1		T		1			}							1	T	T	T	1					1
Retention, detention, drainage ponds (in conjunction with consumersist nonresidential development)	1629	Retention/detention	123 S	123 S										123 S	123 S					P	P	P	P	P	Р	P	P							
		·											* *	*																				~~~
Frade-shops, and contractors shops with outdoor storage on site	17	SPECIAL TRADE CONTRACTORS				-					1											58 P	58 F	107 58 P	58 P	58 P	58 P							I
Trade shops, contractor shops with outdoor storage	17		} 	 				ļ														58 P	58 P	107 58 P	58 P	58 P	58 P							
Contractors storage, equipment yards, and offices with outdoor storage																																		
													* *	*								_												
		MANUFACTURING	T	1	1			[1	[[— ——		<u> </u>							[]	1							Г
				1					1]]				1]						Г
Meat storage, cutting & distribution, animal slaughtering	2011	Meat Packing plants/Animal slaughtering	63 S	63 S																					63 P	63 P	63 P							
													* *	*															_					
		STONE, CLAY, GLASS PRODUCTS												1																				
Concrete block and brick manufacturing	3271	Concrete bBlock & Brick																							<u>51</u> ₽	51 P	51 P							

APPENDIX "A"

.

August 5, 2016 – DRAFT REVISIONS TO SEC. 38-77 USE TABLE

												:	Sec. 3	8-77.	Ŭse '	Table																		
Uses Per Zoning Code	SIC Group	Land Use	1-4	4-2	¥-¥	RCE-5	RCE-2	RCE	R-1AAAA	R-1AAA	R-1AA	R-IA	R-1	R-2	R-3	RCE Cluster	RT	RT-1	RT-2	<i>D-G</i>	51	3	S	PIT	LJ, L5	12,13	1-4	U-V (see 29)	R-L-D	UR-3	NC	NAC	NR	Conditions
Uses Per Zohing Coae		Lana Use	I	1	· · · · ·	-l	r	J			·	[1	<u>}</u>	I		j		I		l	F	I	L	i	,1	l	L	.L	.E	i			
······································			[<u>í</u>	<u> </u>			1	<u> </u>		* *	1	1	1	ľ			Í		l	1	1	1	1	}		1	<u>.</u>	<u> </u>	[]		
		INDUSTRIAL & COM- MERCIAL MACHIN- ERY												×																				Γ
Concrete manufacturing, paving & mixing, temporary asphalt plants	353	Mining machinery, construction											* *	 *											51 P	<u>51</u> P	<u>51 P</u>							
			1	1		7	r		1		1		* *	*		J			r		r		1	r				<u>.</u>	,		1			
		LOCAL & INTERURBAN PASSENGER TRANSIT	L																							<u> </u>								
imousine service, home- ased	4119		32 146 P S	32 146 P S	32 145 P S	32 146 P S	32 146 P S	32 146 P S	146 P S	32 146 P S	146 P S	146 P S	146 P S										146 P S			146 P S	146 P S							
·· <u>························</u>													* *	*																		_		
ruck terminals, truck stop, us, cab, truck repair, storage nd terminals, parking and/or torage of trucks	4231	Trucking Terminal Facilities																							82 P	82 P	<u>82</u> P							
								<u> </u>					* *	*																				
Lattice (Ord. No. 95-25, §2, 8-29-95)	48	COMMUNICATIONS	S	S S	5 5	s s	s	' S	s	s	S	s	s	s	S 134 S	S S	S S	s S	s s	s s	S 135 P/S	P 135 P/S	P 135 P/S	107 P S 107 135 142 P/S	P 135 142 P/S	P 135 142 P/S	P 135 142 P/ S	\$	s		133 S 134 S	133 S 134 S	(33 S	43 *
Guyed (Ord. No. 95-25, §2, 8-29-95)			S	S	s	s	s	8	S	S	8	S	s	S	s	s	S	S	S	S	135 P/S	135 P/S	135 P/S	107 135	135 142 P/S	135 142 P/S	135 142 P/ S	S.	S		S	S	s	+
Monopole (Ord. No. 95- 25, §2, 8-29-95)			32 143 P/S	<u>32</u> 143 P/S	<u>52</u> 143 P/S	<u>32</u> 143 P/S	<u>32</u> 143 P/S	32 143 P/S	143 P/S	<u>32</u> 143 P/S	143 P/S	143 P/S	143 P/S	143 P/S S	143 135 P/S	143 135 P/S	143 135 P/S	107 135	135 142 P/S	142	135 142 P/	143 P/S	143 P/S		143 P/S	143 P/S	143 P/S							

APPENDIX "A"

August 5, 2016 – DRAFT REVISIONS TO SEC. 38-77 USE TABLE

									ve		,	., 	AP Sec. 3		DIX " Use "		1																	
Uses Per Zoning Code	SIC Group	Land Use	1-4	4-2	<i>R-R</i>	RCE-5	RCE-2	RCF	R-LAAA	R-LAAA	R-IAA	R-1A	R-1	R-2	R-3	RCE Cluster	RT	I'LH	RT-2	0-4	C-1	62	ED	L14	LI, LS	<i>F2, F3</i>	14	U-V (see 29)	R-L-D	UR.J	NC	NAC	Ш	Conditions
	49	ELECTRIC, GAS, SANITARY SERVICES	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	107 S		s	s	s	s	ł	s	s	s	
		, BANTAR BACTERS	<u>, u</u>	<u> </u>	1_ <u>9</u>	1			(<u> </u>	<u></u>			* *		, .				<u></u>					<u></u>	L	<u> </u>	<u> </u>		<u></u>	í	1 3	<u> </u>		
Commercial solar farms	49	Commercial solar farms	50 P	<u>50 P</u>				}																	<u>50 P</u>	50 P	50 P		ļ i	Γ ι				
						_							* *	*									_											
Substations, telephone switching stationsGas aubstations. TV substations, mdia substations, telephone substations, telephone substations		Substations, telephono switching, stationsCiss substations, TV substations, milio substations, telephono substations	61 S	61 S	61 5	61 S	61 S	61 S	61 S	61 S	61 S	61 S	61 S	61 S	61 S	61 S	61 S	61 S	61 S	6i S	61 S	61 S	61 S	61 S	<u>61</u> P	<u>61</u> P	<u>61</u> P	61 S	61 S		61 S	61 S	61 S	•
	42	<u></u>		1		1					1		· · · ·		67							(T
Distribution slootric substation	144	Distribution electric substation	<u>81</u> P	81 P	<u>81</u> E	81 P	<u>81</u> P	<u>81</u> P	81 P	81 E	81 P	8 <u>1</u> 2	81 E	<u>81</u> P	<u>81</u> P	<u>81</u> P	<u>81</u> P	<u>81</u> P	81 E	<u>81</u> 2	81 P	<u>81</u> P	81 P	81 P	<u>81</u> 2	<u>81</u> P	81 P	81 P	81 P		<u>町</u> ア	<u>81</u> P	<u>81</u> P	*
Alternative energy devices as an accessory structure or use (wind publices, solar panels, stc.)			83 P.	<u>83</u> P	83 £	83 P	<u>83</u> P	83 P	<u>83</u> E	<u>83</u> P	<u>83</u> P	<u>83</u> P	83 P	87 P.	83 E	<u>83</u> E	82 R	<u>83</u> P	83 P	<u>83</u> R	F	P	P	Р	P	Р	P	aje,	뾃요		87 P		53 P	•
<u>, , , , , , , , , , , , , , , , , , , </u>													* *									-												
Donation-Collection bins		Bensten Collection bins]									* *	1112 *	1 <u>15</u> 2					115 p	115 P	115 P	115 P	115 P	115 P	115 P							i	
		WHOLESALE TRADE	T I	1		,			Γ		1	1	1	[1	T										<u>.</u>	
Wholesale-bakeries	50	Wholesale distribution of durable and nondurable goods																					p		P	-1 ³	r							
Wholessie bakeries	50.51	Grocories and related products	1	1		<u> </u>)										P	2	1	2	P	Ľ							1 -

August 5, 2016 – DRAFT REVISIONS TO SEC. 38-77 USE TABLE

772

August 5, 2016 – DRAFT REVISIONS TO SEC. 38-77 USE TABLE

													Sec. 3	8-77.	. Use	Table																		
Uses Per Zoning Code	SIC Group	Land Use	<i>1-Y</i>	7-7	A-R	RCE-5	RCE-2	RCE	R-LAAA	R-IAAA	R-IAA	R-IA	R-1	R-2	R-3	RCE Cluster	RT.	RT-1	RT-2	0-4	C-I	3	3	F14	11, 15	1-2, 1-3	I	U.V (sec 29)	R-L-D	UR-3	ŊĊ	NAC	NR	
Junk, salvage or wreoking yards, sales and storage of wrecked easeor inoperable vohicles	5093	Junk yards (scrap and waste)																									9 63 P							Ī
	r	1	~```	· · · · ·	1		-p	7					* *	*				r	1				r		r	r	· · · · ·	r	<u> </u>			,,		
	ļ		<u> </u>				┤							·												<u> </u>	-		┝─-	┟──┘	\vdash			╇
Wholesale florists	5193	Flowers, nursery stock	<u> </u>		<u>}</u>	-		1	\vdash													<u>P</u>	P		<u>₽</u>	P	Ľ							+
								, <u> </u>				, <u> </u>	* *	*		,					,		·····			·				•••••••				
	L	RETAIL TRADE	ļ	Ļ	ļ	ļ		<u> </u>	<u> </u>		ļ	ļ		<u> </u>	Ļ				ļ						100				<u> </u>		<u> </u>			4
Storage yards for <u>operable</u> automobiles, trucks, boats, and commercial vehicles (regardless if for sale, lesse or not). For storage of wrecked or inoperable vehicles, <u>see SIC Group</u> 2023.		Storage yards for <u>operable</u> automobiles, trudes, boats, and commercial vehicles (regardless if for sale, lease or not), For storage of wreeked or inoperable vehicles, see SIC Group 5093.																					130 P <u>5</u>		130 P	130 P	P							
										.,			* *	₩																				_
	52	BUILDING MATERIALS & GARDEN SUPPLIES																			P	P	P					56 P				ĺ		
Lumbor and other pullding materials, puilding materials storage and salos	521	Lumber and other building materials																			64 P	99 P	99 P		99 P	99 P	99 P				64 P	64 P		and the second se
			,										* *	*								,												
Hardware stores	5251	Hardware stores											* *	<u> </u>							64 P	P	P					56 P			64 P	64 P		
		FOOD STORES	r	1		1	Ţ	1					. .		<u> </u>					- 1	Р	р	Р		1			56 P				- 1		
Retail bakery shops	54 5461	Retail bakeries	┝──		<u> </u>	<u> </u>		}					 							\neg		66 P	66 P			~~~~~		66 P		}	66 I P	66		+

7

APPENDIX "A"

.

August 5, 2016 - DRAFT
REVISIONS TO SEC. 38-77 USE TABLE

Sec. 38-77. Use Table RCE Cluster U-V (see 29) SIC Group R-IAAA R-IAAA 4-2 4-R RCE-5 RCE-2 11, 15 1-2, 1-3 G-T-₽ Conditions RCE 8-144 R-14 RT-1 3 12 52 P-0 5 3 5 HUR-3 NAC 8.2 R7 I N NK Uses Per Zoning Code Land Use * * * EATING & DRINKING PLACES Р q 58 P 86 P <u>86</u> P 86 86 P. P. 86 86 P P 86 P <u>86</u> P Restaurants with outdoor Eating places 5812 seating * * * MISCELLANEOUS P р . 59 RETAIL ö * * * Bieyele stores, sSporting goods, higygle stores, firearus sales and rental Sporting goods & bioyole shops 136 P 136 136 P P 136 P 136 | 136 P P ٠ 5941 * * * PPP ł E P P P P ł 1 ì Indoor markets 1 1 4 Indoor markets * * * P PP Ψ P P PERSONAL SERVICES P P 131 P 131 S P P P 7261 5 9 2 S Funeral homes, funeral Functal service, except s 3 directors, funeral chapter crematories and caspagantas * * * 77 S 7299 Costume rental, dating services, escort services, tanning salons, tattoo parlors, valet parking * * * AUTO REPAIR SER-VICES & PARKING p Р 75 P P P 176 138 138 P P P P P 176 176 176 138 138 138 P P P Car rental and leasing 7514 Passonger our rental * * * 84 81 84 S S S S 84 S 2 150 150 150 S S S Parking lots & parking garages for office, commercial or industrial 7521 Automobile parking ₽ P P 81 P uses

8

.

APPENDIX "A"

August 5, 2016 - DRAFT REVISIONS TO SEC. 38-77 USE TABLE

												1	Sec. 3	8-77.	Use	Table																		
	AC Group		4.1	4.2	A.R	RCE-5	RCE-2	RCE	R-IAAAA	R-IAAA	R-IAA	R-IA	R-1	<u>R-2</u>	£-3	RCE Cluster	RT	RT-I	RT-2	P-0	5	3	£	FI4	F1, F5	12,13	7	U-V (see 29)	G.I.A	UR-3	NC	NAC	MR	Conditions
Uses Per Zoning Code	L	Land Usa	.i	<u> </u>				- I	£	.L	1	I	<u>.</u>	<u> </u>	L	<u> </u>		l		i	l	ł	<u>i</u>	l,	!		I			{	l		<u> </u>	.i
	7549		-1	· · · · · ·			- <u>r</u>				τ	1	* *	*	~ 					i			1100	y			1.00		r			······	,	
Automobile towing ser- vice (does not include the	7549	Towing services									1			1	1	ļ		ļ	ĺ				130 S		130 P	130 P	130 P							
slorage, sales or dismantling of wreeked/in- operative vehicles); window tinting																																		
			·										* *	*									,			·								
Window tinting	<u>7549</u>	Window tinting	<u> </u>		1	<u>}</u>	1		1	;			1	! 	<u> </u>	1		<u> </u>	1			<u> </u>	P		P	P	р			1	1			<u>!</u>
				~	.,						<u> </u>		* *	*																				
		HEALTH SERVICES	<u> </u>	÷	<u> </u>	1	<u> </u>	÷	<u>!</u>	<u>.</u>	1	1	}	<u> </u>	<u>!</u>	<u> </u>			ļ					<u> </u>						1	ł			ļ!
Assisted livin: facility	805		1	!	<u> </u>	1	<u> </u>	<u> </u>	1	<u> </u>	1	<u>.</u>	<u>L</u>	<u> </u>	iş	<u>}</u>			<u>}</u>		2	<u>P</u>	P	<u> </u>	P	2	P.				1	i		
					·	.	· · · · · ·	· · · · · -		1	,		* *	* T		r						·	,									·····		
	52	EDUCATIONAL SERVICES	5	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s	s									s	.	s	s		
Private kindergarten, elementary, junior high, middle and high schools, includine, these with dormitories or boarding facilities	8211	Elementary & middle schools	S	S	S	S	S	S	S	S	S	s	S	8	S	S	S	S	\$	S	P	р	P	P	Ð	P	P	S	\$		S	S	S	*
Schools (public) kinder- garten (see conditions #139, 140 and 141)	8211	Elementary (see condition #139)			}				l																									
Schools (public) (see conditions #139, 140 and [4])	8211	Middle achools (see condition #139)													ĺ																			
Sobools (nublic) (see conditiong #139 <u>. 140 and</u> 141)	821)	High schools (see coudi- tion #139)																									Ì							
Colleges & universities	8221	College, universities & high-schools			Ĺ				(Ļ						S	S	P. 6	e s	107 P	P	P	74	\$			S	S	S	
	8221	o 1 /	1		1	,	}	1	1		1		**	<u> </u>			1	-	-		P i	£	E	E	E	P	P	2			P I	P		<u></u>
Seminaries.		Seminaries	1	1	F	i	1	1	1	L .	{		5							5		<u>a</u> _	h.,	A. 1		E 1	- <u>4</u> . 1	Δ				- K. I		- 1

9

APPENDIX "A"

August 5, 2016 -- DRAFT REVISIONS TO SEC. 38-77 USE TABLE

													AI	PEN	DIX	'A"																		
													Sec. 3	8-77.	Use	Table																		
Uses Per Zoning Code	SIC Group	Land Use	1-4	4-2	A-R	RCE-5	RCE-2	RCE	R-IAAA	R-IAAA	R-IAA	PI-N	R-1	R-2	R-3	RCE Cluster	RT	RT-I	RT-2	0-d	5	C.2	3	VI-I	1-1, 1-5	1-2, 1-3	14	U-V (see 29)	R-L-D	UR-3	NC	NAC	ЛК	Conditions
Uses Fer Loning Code		Lana Use	J	F		.ii		L		1		J		1	·	!						L	l			1					l			
	83	SOCIAL SERVICES	-	1		1]		1]	1								Р	Р	P	P	P	P	P							
Invenile justice rehabilitation schools or facilities	<u>8331</u>	Job training & related services																			<u>8</u>	P	<u>P</u>		£	<u>P</u>	<u>P</u>							
													* *	*																				
Uses of national defense	971	National security	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	94 S	107 94 S	94 5	94 S	94 S	94 S	94 S		94 S	94 S	94 S	•
									•				* *	*																I				

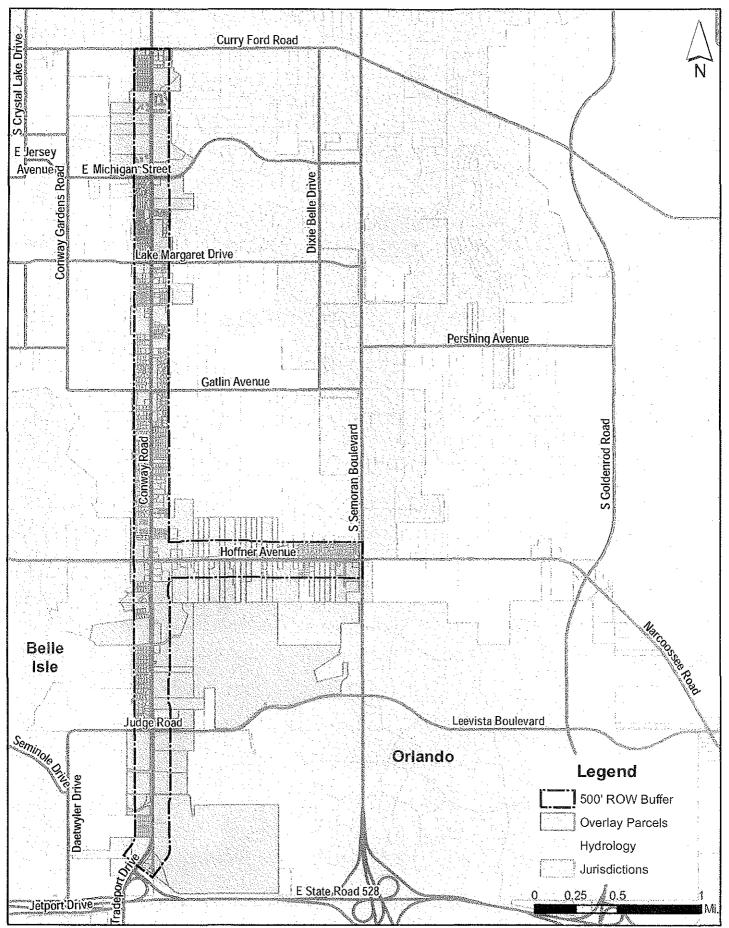
.

•

s:\jprinseli\ordres\use table 36-77 appendix a = 08-05-16.doc

Conway Road/Hoffner Avenue Corridor Overlay District

Exhibit "A"



•