



# AGENDA

Orange County Government • Board of County Commissioners • 201 South Rosalind Avenue  
County Commission Chambers • 1st Floor • County Administration Center  
[www.OrangeCountyFL.net](http://www.OrangeCountyFL.net)

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**TUESDAY, JULY 19, 2016**

**MEETING STARTS AT 9:00 a.m.**

- Invocation – District 1
- Pledge of Allegiance
- Public Comment\*

The Board of County Commissioners will conduct a Budget Work Session for the Proposed Budget for FY17 during the morning session as follows:

Constitutional Officers  
Orange County Sheriff  
Board Budget Discussion  
Approval of Budget Consent Agenda  
Approval of Proposed Millages/Budget

The Board will conduct a regular meeting, including the Consent Agenda and Public Hearings, at 2:00 p.m.

**RECESS**

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

**TUESDAY, JULY 19, 2016**

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

**I. CONSENT AGENDA**

**CONSENT AGENDA ITEMS SCHEDULED FOR 2:00 P.M.**

**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 9**

**B. COUNTY ADMINISTRATOR**

1. Confirmation of Commissioner Boyd's appointment to the Lake Rose Advisory Board of Thomas Moore, Valerie Deneen, and Ty R. Oppenlander with terms expiring December 31, 2017 and Rick Arnold and Paige Bertini with terms expiring December 31, 2018. **(Agenda Development Office) Page 10**
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 11-12**
3. Authorization to pay the Florida Retirement System Invoice #220095 in the amount of \$31,451.49, **(Human Resources Division) Page 13-15**

**C. ADMINISTRATIVE SERVICES DEPARTMENT**

1. Approval to award Invitation for Bids Y16-1040-CH, Supply and Installation of Traffic Signal Equipment, to the low responsive and responsible bidder, Chinchor Electric, Inc. The estimated contract award amount is \$4,222,606.72 for a 1-year term. **(Public Works Department Traffic Engineering Division) Procurement Division) Page 16-19**
2. Approval to award Invitation for Bids Y16-1083-JS, Provision, Installation and Repair of Stormwater Inlet Baskets, to the sole responsive and responsible bidder, Cathcart Construction Company-FL, LLC. The estimated contract award amount is \$746,590 for a 1-year term. **(Community, Environmental and Development Services Department Environmental Protection Division) Procurement Division) Page 20-22**

**CONTINUED**

**TUESDAY, JULY 19, 2016**

**I. CONSENT AGENDA (Continued)**

**C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)**

3. Approval to award Invitation for Bids Y16-768-MM, Orange County Convention Center West Building Concourse D Restroom Renovations, to the low responsive and responsible bidder, Axios Construction Services, LLC. The lump sum contract award amount is \$1,747,667, inclusive of Additives 1, 2 and 3. ([Convention Center Capital Planning and Building Systems Division] **Procurement Division**) **Page 23-26**
4. Approval of Purchase Order M74350, Renewal of Software Support and Annual Maintenance for the Land Development and Management System (LDMS), with CSDC Systems, Inc., in the amount of \$250,672 for the period of July 31, 2016 through July 30, 2017. ([Community, Environmental and Development Services Department Fiscal and Operational Support Division] **Procurement Division**) **Page 27-28**
5. Approval of Purchase Order M79695, Purchase of six new Air Handler Units (AHUs) for the West Concourse D and Independent Distribution Facility (IDF) Rooms, from Trane U.S., Inc. in the total amount of \$294,232.77. ([Convention Center Capital Planning Division and Building Systems] **Procurement Division**) **Page 29**
6. Approval to award Invitation for Bids Y16-763-RM, Orange County Public Works Intersection Improvements at Lake Pickett Road & S.R. 50 (North Odyssey Lake Way), to the low responsive and responsible bidder, Atlantic Civil Constructors Corporation. The total contract award amount is \$458,601.70. ([Public Works Department Highway Construction Division] **Procurement Division**) **Page 30-33**

**D. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT**

1. Approval and execution of the Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 1, 2, 3, 5, and 6. **(Code Enforcement Division) Page 34-36**

LC 16-0647	LC 16-0608	LC 16-0481	LC 16-0575	LC 16-0596
LC 16-0556	LC 16-0610	LC 16-0508	LC 16-0584	LC 16-0597
LC 16-0564	LC 16-0379	LC 16-0513	LC 16-0585	LC 16-0599
LC 16-0566	LC 16-0576	LC 16-0515	LC 16-0586	LC 16-0600
LC 16-0605	LC 16-0583	LC 16-0532	LC 16-0587	LC 16-0601
LC 16-0646	LC 16-0403	LC 16-0538	LC 16-0588	LC 16-0602
LC 16-0557	LC 16-0464	LC 16-0549	LC 16-0591	LC 16-0632
LC 16-0582	LC 16-0477	LC 16-0569	LC 16-0593	LC 16-0643

**CONTINUED**

**TUESDAY, JULY 19, 2016**

**I. CONSENT AGENDA (Continued)**

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

2. **Note: This item will be pulled to be heard with Public Hearing D.10.**  
Approval and execution of First Amendment to Adequate Public Facilities Agreement for Hamlin West PD/UNP by and between Hamlin Retail Partners West, LLC and Orange County. District 1. **(Development Review Committee) Page 37-51**
3. Acceptance of Recommendation of the Environmental Protection Commission to deny the requests for waivers to Orange County Code, Chapter 15, Article IX, Section 15-342(b) (terminal platform) and Section 15-343(b) (side setback) for the Bower After-the-Fact Boat Dock Construction Permit BD-15-12-132. The dock must be returned to the pre-construction (grandfathered) dimensions within 90 days of the Board's Decision. District 2. **(Environmental Protection Division) Page 52-71**
4. Approval and execution of Grant Agreement State of Florida Department of Economic Opportunity Agreement #HL047 by and between the State of Florida, Department of Economic Opportunity and Orange County, Florida for the East Orange Regional Recreation Center in the amount of \$1,000,000 to construct a 5,000 square foot Recreation Center. District 5. **(Parks and Recreation Division) Page 72-108**
5. **Note: This item will be pulled to be heard with Public Hearing D.8.**  
Approval and execution of Adequate Public Facilities Agreement for Horizon West – Village I– West Neighborhood Spring Grove – Jaffers PD by and between Spring Grove, LLC, and Orange County. District 1. **(Development Review Committee) Page 109-126**
6. **Note: This item will be pulled to be heard with Public Hearing D.7.**  
Approval and execution of Adequate Public Facilities and Right of Way Agreement for Village I, Spring Grove-Northeast Planned Development (County Road 545) by and among Spring Grove, LLC, Columnar Partnership Holding I, LLC, and Orange County for the conveyance of 2.76 acres of APF right-of-way, a 25-acre school site and a minimum 2.0-acre utility tract in return for corresponding impact fee credits. District 1. **(Roadway Agreement Committee) Page 127-164**
7. **Note: This item will be pulled to be heard with Public Hearing D.9.**  
Approval and execution of Adequate Public Facilities Agreement for Wincey Groves PD (New Independence Parkway Extension) by and between Hamlin Retail Partners West, LLC and Orange County for the conveyance of 7.56 acres of APF Land providing \$170,100 in Transportation Impact Fee Credits and for the APF Surplus of 0.21 acres of APF Land. District 1. **(Roadway Agreement Committee) Page 165-178**

**CONTINUED**



**TUESDAY, JULY 19, 2016**

**I. CONSENT AGENDA (Continued)**

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

8. Approval of Streamlined Annual PHA Plan U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226, and approval and execution of Certifications of Compliance with PHA Plans and Related Regulations, Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan, and Civil Rights Certification for the Housing Choice Voucher Program. All Districts. **(Housing and Community Development Division) Page 179-187**

**E. FAMILY SERVICES DEPARTMENT**

1. Receipt and filing of Head Start Policy Council Program Information and Updates June 2016, Head Start Policy Council Meeting Minutes May 19, 2016 and Head Start Policy Council Special Call Meeting/Grant Review Minutes June 1, 2016 for the official county record. **(Head Start Division) Page 188-231**
2. Approval and execution of Meal Service Agreement between Orange County, Florida and School Board of Orange County, Florida regarding School Food Service for Ventura and Dover Shores Head Start. District 3. **(Head Start Division) Page 232-246**

**F. PUBLIC WORKS DEPARTMENT**

1. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding the State of Florida Department of Transportation Supplemental Agreement #2 and approval and execution of State of Florida Department of Transportation Local Agency Program Supplemental Agreement FPN 428047-1-58/68-01 for the Pine Hills Trail Construction from Alhambra Drive to Silver Star Road between the State of Florida Department of Transportation and Orange County. District 6. **(Transportation Planning) Page 247-255**

**CONTINUED**

**TUESDAY, JULY 19, 2016**

**II. PUBLIC HEARINGS**

**Public hearings scheduled for 2:00 p.m.**

**A. Agreement**

1. Restated Joint Planning Area Agreement between Orange County and Town of Oakland; District 1

**B. Shoreline Alteration/Dredge and Fill**

- 2.✓ Applicant: Michael Stopperich, 10424 Pocket Lane, Pocket Lake and Fish Lake, permit; District 1
- 3.✓ Applicant: Michael Stopperich, 10408 Pocket Lane, Pocket Lake and Fish Lake, permit; District 1
- 4.✓ Applicant: Robert Renard, Fish Lake and Pocket Lake, permit; District 1
- 5.✓ Applicant: Underwood Holdings, LLC, Lake Holden, permit, SADF #16-02-001; District 3

**C. Preliminary Subdivision Plan**

- 6.✓ Applicant: Selby Weeks, Klima Weeks Civil Engineering, Inc., Orlando Health Central Porter Road Medical Campus PD/Orlando Health Horizon West Phase 1 Preliminary Subdivision Plan/Development Plan, Case # PSP-16-02-047; District 1

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

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

**CONTINUED**

**TUESDAY, JULY 19, 2016**

**II. PUBLIC HEARINGS (Continued)**

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

**D. Rezoning**

- 7.✓ Applicant: Eric Warren, Poulos & Bennett, LLC, Spring Grove - Northeast PD/LUP, Case # LUP-15-03-065; District 1
- 8.✓ Applicant: Eric Warren, Poulos & Bennett, LLC, Spring Grove - Jaffers PD/LUP, Case # LUP-15-07-218; District 1
- 9.✓ Applicant: James G. Willard, Wincey Groves PD/UNP, Case # LUP-15-11-342; District 1 (Continued from July 12, 2016)
- 10.✓ Applicant: Dennis Seliga, Boyd Development Corporation, for Beth A. Wincey, Case # LUPA-15-12-384; District 1 (Continued from June 28, 2016)
- 11.✓ Applicant: Clarence Hoenstine for Richard and LauWanda Van Lanen, Case # RZ-16-05-016; District 4 (Continued from June 28, 2016)
- 12.✓ Applicant: Constance Owens, Buena Vista Commons PD/LUP, Case # LUPA-15-08-240; District 1 (Continued from July 12, 2016)
- 13.✓ Applicant: Jim Hall, Kurtyka PD/LUP, Case # LUP-14-03-069; District 3 (Continued from July 12, 2016)

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

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**CONTINUED**

**TUESDAY, JULY 19, 2016**

**II. PUBLIC HEARINGS (Continued)**

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

**E. Substantial Change**

- 14.✓ Applicant: Sarah M. Maier, Dewberry, West Lake Hancock Estates PD/  
West Lake Hancock Estates Preliminary Subdivision Plan/Development  
Plan – Substantial Change, Case # CDR-16-05-174, amend plan; District  
1
- 15.✓ Applicant: John Prowell, VHB, Inc., Waterleigh Planned Development/  
Land Use Plan (PD/LUP), Case # CDR-16-03-089, amend plan; District  
1 (Continued from July 12, 2016)

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

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

\* \* \*

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

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

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

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

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



OFFICE OF THE COMPTROLLER

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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](http://www.occcompt.com)

COUNTY COMMISSION AGENDA  
Tuesday, July 19, 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.




AGENDA DEVELOPMENT  
201 South Rosalind Avenue •  
407-836-5426 • Fax: 407-836-1

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
1

1 32802-1898

June 30, 2016

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

FROM: Cheryl J. Gillespie, Supervisor   
Agenda Development Office

SUBJECT: Appointments to the Lake Rose Advisory Board  
**CONSENT AGENDA ITEM JULY 19, 2016**

Commissioner Boyd has requested Board confirmation of his appointment to the Lake Rose Advisory Board of Thomas Moore, Valerie Deneen, and Ty R. Oppenlander with terms expiring December 31, 2017 and Rick Arnold and Paige Bertini with terms expiring December 31, 2018. Copies of their advisory board applications for appointment are available upon request.

**ACTION REQUESTED: Confirmation of Commissioner Boyd's appointment to the Lake Rose Advisory Board of Thomas Moore, Valerie Deneen, and Ty R. Oppenlander with terms expiring December 31, 2017 and Rick Arnold and Paige Bertini with terms expiring December 31, 2018.**




AGENDA DEVELOPMENT

201 South Rosalind Avenue •  
407-836-5426 • Fax: 407-836-4

July 1, 2016

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

FROM: Cheryl J. Gillespie, Supervisor   
Agenda Development Office

SUBJECT: Filing of Minutes for the Official County Record  
**CONSENT AGENDA ITEM JULY 19, 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:

Citizens' Commission for Children on December 14, 2015 and March 30, 2016  
Community Development Advisory Board on April 21, 2016 and May 25, 2016  
Deferred Compensation Advisory Committee on March 22, 2016  
Development Review Committee on October 7, 2015, December 16, 2015, November 4, 2015, January 13, 2016, March 9, 2016, May 11, 2016, May 25, 2016, and June 8, 2016  
Intergovernmental Risk Management Committee on May 12, 2016, May 26, 2016, and June 9, 2016  
Membership and Mission Review Board on May 20, 2016  
Nuisance Abatement Board on May 26, 2016  
Orlando EMA HIV Health Services Planning Council Ad Hoc Committee on Homelessness on April 21, 2016  
Orlando EMA HIV Health Services Planning Council Executive Committee on March 23, 2016 and April 20, 2016  
Orlando EMA HIV Health Services Planning Council Membership Committee on April 4, 2016  
Orlando EMA HIV Health Services Planning Council on March 30, 2016 and April 27, 2016  
Orlando EMA HIV Health Services Planning Council Resource Allocation Committee on April 13, 2016  
Orange County Citizens Corps Council on May 18, 2016  
Orange County Library Board of Trustees on May 12, 2016  
Pine Hills Neighborhood Improvement District Advisory Council on May 3, 2016  
Roadway Agreement Committee on May 4, 2016 and May 18, 2016  
Special Roadway Agreement Committee on May 5, 2016  
Student Pedestrian Safety Committee on March 17, 2016 and April 21, 2016  
Utilities Capital Charge Appeal Board on February 2, 2016

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

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

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

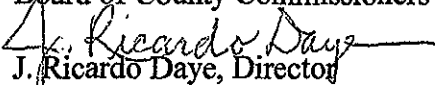




## Memorandum

July 8, 2016

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

FROM:   
J. Ricardo Daye, Director  
Human Resources Division

SUBJECT: **BCC Consent Agenda – July 19, 2016**  
**Approval for Payment – Florida Retirement System (FRS) Invoice #220095**

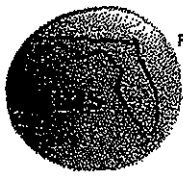
A veteran county fire fighter retired in January 2016 after being out on an extended leave of absence due to a serious health condition. When this employee met with the Human Resources Division (HRD) in early February to process his paperwork, he indicated that he had exercised his second election option to transfer from the Florida Retirement System (FRS) Pension Plan to the Investment Plan. HRD validated this information with FRS and completed his Investment Plan retirement effective January 3, 2016.

At the end of March, this employee contacted HRD again because he was not able to access his FRS Investment Plan account. In researching this issue, it was determined that this employee's second election option to transfer to the Investment Plan was reversed back to the Pension Plan because the election was made after the employee's retirement date. This situation occurred because there was some uncertainty as to his actual retirement date as a result of the employee's extended leave of absence.

In order to reestablish the employee's second election option from the Pension Plan to the Investment Plan, HRD initiated a revised retirement date of January 31, 2016. Due to the valuation differential in the Investment Plan, the County has been invoiced by the FRS in the amount of \$31,451.49.

**Action Requested: Authorization to pay the Florida Retirement System Invoice #220095 in the amount of \$31,451.49.**

cc: Ajit Lalchandani, County Administrator  
Eric Gassman, Chief Accountability Officer  
Patrick Peters, HR Administrator



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**retirement**

We serve those who serve Florida

P.O. Box 9000  
Tallahassee, Florida 32315-9000

Rick Scott, Governor

Chad Poppell, Secretary

To: 58003  
ORANGE CO BD OF CO COMMISSIONERS  
PAYROLL DEPARTMENT  
PO BOX 38  
ORLANDO FL 32802

Invoice Number	220095
Invoice Date	4/29/2016
Section	Office of Defined Contributions
Contact Number	(850) 488-4406

Loss in ABO invoice

Invoice Description	Amount Due
Loss in ABO invoice  The reinstatement of this member resulted in an earnings adjustment for his account. Please see the attached spreadsheet which details the calculation of the amount due required from your agency.	
CTF-IP ER Contributions-NonSt	31,451.49
Attention: To ensure accurate processing of your account, indicate invoice number with your payment.	
	31,451.49

**PLEASE MAKE CHECKS PAYABLE TO THE FLORIDA RETIREMENT SYSTEM.**

**A DELINQUENT FEE OF 1% PER MONTH WILL BE ASSESSED ON AMOUNTS NOT PAID WITHIN 30 DAYS FROM THE DATE OF THE INVOICE.**

Activity	Date	Fund	Share Price	Shares	\$ Amount	
ABO Transfer	2/26/2016	FRS Retirement 2030	\$9.360130	44,939.113025	\$ 420,635.94	Original ABO Transferred
	4/18/2016	FRS Retirement 2030	\$10.059999	44,939.113025	\$ 452,087.43	Current Value of Original Shares
						Cost to Make Member Whole (Difference between ABO Transfer Amount & Current Value)
					\$ 31,451.49	



Interoffice Memorandum

June 24, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: *[Signature]* Carrie Woodell, Manager, Procurement Division

CONTACT: Ruby Rozier, Manager, Traffic Engineering Division  
(407) 836-7890

SUBJECT: Award of Invitation for Bids Y16-1040-CH  
Supply and Installation of Traffic Signal Equipment

**ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-1040-CH, Supply and Installation of Traffic Signal Equipment, to the low responsive and responsible bidder, Chinchor Electric, Inc., in the estimated contract award amount of \$4,222,606.72 for a 1-year term. Further request authorization for the Procurement Division to exercise options years one and two.

**PROCUREMENT:**

This contract is for installation of traffic signal equipment, and includes the installation of new traffic signal equipment and replacement of damaged or obsolete equipment.

**FUNDING:**

Funding is available in account number 1004-072-2720-6320.

**APPROVALS:**

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

**DISCUSSION:**

Two bids were received. Chinchor Electric, Inc. has a satisfactory performance record. The bid submitted by Chinchor Electric, Inc. is considered reasonable based on technical analysis performed by the staff.

Page 2

Award of Invitation for Bids Y16-1040-CH; Term Contract for Supply and Installation of Traffic Signal Equipment

**Bids Received:**


Chinchor Electric, Inc.	Basic Year:	\$4,222,606.72
	Option Year 1:	\$4,257,981.72
	Option Year 2:	<u>\$4,270,933.55</u>
	<b>TOTAL BID:</b>	<b>\$12,751,521.99</b>
 Traffic Control Devices, Inc.	 Base Year:	 \$4,440,459.00
	Option Year 1:	\$4,542,322.00
	Option Year 2:	<u>\$4,620,298.00</u>
	<b>TOTAL BID:</b>	<b>\$13,603,079.00</b>



## BUSINESS DEVELOPMENT DIVISION

June 20, 2016

TO: Carol Hewitt, Senior Contract Administrator  
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16- 1040-CH, Supply and Installation of Traffic Signal Equipment

The Business Development Division evaluated the 2 bids submitted for this project and found that the apparent low bidder Chinchor Electric, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide good faith effort documentation. Please note the following certified MWBE participation:

HM	Advanced Cabling Solutions, Inc.	\$0.00
AM(Pac)	American Pride Construction Services, Inc.	\$0.00
Total MWBE Participation		\$0.00

The second low bid submitted by Traffic Control Devices, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 14% MWBE participation in their bid and did not provide good faith effort documentation. Please note the following certified MWBE participation:

WF	Air Products & Equipment, Inc.	\$1,867,665.00
AM(Pac)	American Pride Construction Services, Inc.	\$85,500.00
Total MWBE Participation		\$1,953,165.00

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

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

c: contract file



# BID COMPARISON

## IFB-Y16-1040-CH, Supply and Installation of Traffic Signal Equipment (Revised)


Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (3%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO M / W
Low Bid	Chinchor Electric, Inc.	\$12,751,521.99	\$0	0%	No					0%
2nd Low	Traffic Control Devices, Inc.	\$13,603,079	\$1,953,165	14%	No	\$851,557	6.68%			53%



Interoffice Memorandum

June 27, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From:  Carrie Woodell, Manager, Procurement Division

Contact: Liz Johnson, Environmental Program Administrator, Environmental  
Protection Division  
407-836-1511

Subject: Award of Invitation for Bids Y16-1083-JS, Provision, Installation, and  
Repair of Stormwater Inlet Baskets

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1083-JS, Provision, Installation, and Repair of Stormwater Inlet Baskets to the sole responsive and responsible bidder, Cathcart Construction Company-FL, LLC, in the estimated contract award amount of \$746,590 for a 1-year term. Further request authorization for the Procurement Division to renew the contract for two 1-year terms.

PROCUREMENT:

This contract will provide for the manufacture, installation, and repair of stormwater inlet baskets. These devices will prevent pollutants such as leaves, yard clippings, cans, sediment and other detritus, from entering lakes through stormwater conveyances.

FUNDING:

The funding will be determined based on the individual project and its funding source.

APPROVALS:

The Environmental Protection Division and Business Development Division concur with this recommendation.



Page 2

Y16-1083-JS, Award of Invitation for Bids Y16-1083-JS, Provision, Installation, and Repair of Stormwater Inlet Baskets.

REMARKS:

One bid was received and evaluated for responsiveness, responsibility and price. Cathcart Construction-FL, LLC is the sole responsive responsible bidder. Procurement negotiated a reduction in pricing, resulting in a savings of \$122,470. The bid is considered reasonable based on the technical evaluation and recommendation of staff.

This contract is for a specialized service and it is recognized that there are not many vendors who can provide this service. Polling of vendors notified of the Invitation for Bids that did not bid identified that they either disregarded the notification, or could not agree to the terms and conditions.

Bid Tabulation:


Bidder:	Bid Amount
Cathcart Construction-FL, LLC	\$869,060



**BUSINESS DEVELOPMENT DIVISION**

July 7, 2016

TO: Tracy Attenasio, Senior Purchasing Agent  
Procurement Division

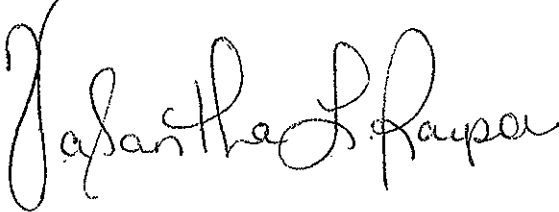
FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y16-1083-JS, Provision, Installation, and Repairs for Stormwater Inlet Baskets

The Business Development Division evaluated the **1 bid** submitted for this project and found that **the 1 bidder is not an** 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





I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
3

June 24, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From: *CW* 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 Y16-768-MM, Orange County  
Convention Center West Building Concourse D Restroom  
Renovations

**ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-768-MM, Orange County Convention Center West Building Concourse D Restroom Renovations, to the low responsive and responsible bidder, Axios Construction Services, LLC, for the lump sum contract award of \$1,747,667, inclusive of Additives 1, 2 and 3.

**PROCUREMENT:**

The scope includes, but is not limited to, renovation of existing restrooms involving replacement of existing plumbing and electrical fixtures, architectural finishes to include new wall and floor tile, drywall, paint and accessories in each restroom. The restrooms are also being upgraded to meet current building codes. The following additives are included: Additive 1 for the renovation of Restrooms 263 and 264, Additive 2 for the renovation of Restrooms 265 and 266 and Additive 3 for a temporary wall system to be used to screen construction activities from the general public. The project is located in District 6.

**FUNDING:**

Funding is available in account number 4420-035-0966-6210.

**APPROVALS:**

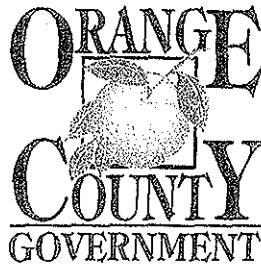
The Capital Planning Division and the Business Development Division concur with this recommendation.

Award of Invitation for Bids Y16-768-MM, Orange County Convention Center  
West Building Concourse D Restroom Renovations

**REMARKS:**

Axios Construction Services, LLC has a satisfactory performance record on similar projects. The bid submitted by Axios Construction Services, LLC is considered reasonable based on technical analysis performed by the County. Although there was a 39.15% difference in the two bids received, there was only a 5.94% difference between Axios Construction Services, LLC's bid and the third party estimate. Further, a scope confirmation meeting was held with Axios Construction Services, LLC to ensure their bid was all inclusive of the design.

Bidder:	Estimated Bid:
Axios Construction Services, LLC.	
Base Bid:	\$1,225,722
Additive Bid #1:	\$ 273,446
Additive Bid #2:	\$ 221,499
Additive Bid #3:	\$ 27,000
Total Bid:	\$1,747,667
Wharton-Smith, Inc.	
Base Bid:	\$1,753,747
Additive Bid #1:	\$ 386,010
Additive Bid #2:	\$ 322,060
Additive Bid #3:	\$ 136,792
Total Bid:	\$2,598,609



Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

June 28, 2016

**TO:** Marsha Mussori, Senior Contract Administrator  
Procurement Division

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

**SUBJECT:** Business Development Division Bid Evaluation

**PROJECT:** Y16-768-MM / Orange County Convention Center West Building  
Concourse D Restroom Renovations – Base plus Additive #1, #2 & #3

The Business Development Division evaluated the 2 bids submitted for this project and found that the apparent low bidder Orange County MWBE firm Axios Construction Services, LLC met the MWBE participation goal and reported 37.95% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-afam	Axios Construction Services, LLC	\$663,155
<b>Total MWBE Participation</b>		<b>\$663,155.00 (37.95%)</b>

The second low bid submitted by Wharton-Smith, Inc. did not achieve good faith effort documentation and reported 13.94% 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

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

**BID COMPARISON BASE BID PLUS ADDITIVE #1, #2 & #3**

IFB-Y16-768-MM / Orange County Convention Center West Building Concourse D Restroom Renovations										
Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (5%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Axios Construction Services, LLC [mbe-afam]	\$1,747,667	\$663,155	37.95%	na					71/29
2nd Low	Wharton-Smith, Inc.	\$2,598,609	\$362,368	13.94%	no	\$850,942	48.69%			31/15



Interoffice Memorandum

June 24, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

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

CONTACT: Louis Schoolkate, County GIS Coordinator,  
Fiscal and Operational Support Division  
407-836-5304

SUBJECT: Approval of Purchase Order M74350, Renewal of Software Support  
and Annual Maintenance for the Land Development and  
Management System (LDMS)

ACTION REQUESTED:

Approval of Purchase Order M74350, Renewal of Software Support and Annual Maintenance for the Land Development and Management System (LDMS), with CSDC Systems, Inc., in the amount of \$250,672 for the period of July 31, 2016 through July 30, 2017.

PROCUREMENT:

To provide annual software maintenance and support for the Land Development and Management System. These services include telephone support, assist with updates to the LDMS system integrations, troubleshooting, and resolving software problems. Also, an upgraded version of LDMS software will be provided upon availability. The LDMS provides the Community, Environmental and Development Services, Public Works, and Utilities Departments with a single mechanism to manage and process development applications and building, site, and underground permitting.

FUNDING:

Funding is available in account numbers 0001 068 3132 3192 and 1011 068 3132 3192.

APPROVALS:

The Community, Environmental and Development Services Department concurs with this recommendation.

Page 2

Approval of Purchase Order M74350, Renewal of Software Support and Annual Maintenance for the Land Development and Management System (LDMS)

REMARKS:

CSDC Systems, Inc. is the sole vendor authorized to provide application software maintenance for its products. The renewal cost is considered reasonable based on market research where software maintenance and support services annual increase for similar services range from 2% to 5%. Since last year, cost has increased approximately 3%.



May 23, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

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

Subject: Approval of Purchase Order M79695, Purchase of six new Air Handler Units

ACTION REQUESTED:

Approval of Purchase Order M79695, Purchase of six new Air Handler Units (AHUs) for the West Concourse D and Independent Distribution Facility (IDF) Rooms, from Trane U.S. Inc. in the total amount of \$294,232.77.

PROCUREMENT:

Purchase of six AHUs including three years parts and labor warranty.

FUNDING:

Funding is available in account number 4430 035 0960 6210.

APPROVALS:

The Convention Center concurs with this recommendation.

REMARKS:

The OCCC West Concourse D Air Cooled Chiller project includes the purchase of six new AHUs in order to upgrade the cooling capacity of the space.

In order to maintain the continuity of systems, maximize compatibility, as well as simplicity in maintenance and support through-out the Convention Center, Trane U.S. Inc. manufactured HVAC equipment has been standardized for the OCCC. The Procurement Division approved the standardization of Trane air handler units for the Convention Center on March 12, 2014. Trane U.S. Inc. manufactured equipment has been installed to service the West Building in exhibit hall D, Phase II and multiple IDF rooms.

The OCCC negotiated a price reduction of \$6,330.01. The price is considered reasonable compared to the GSA schedule. Trane U.S. Inc. will also provide two business days of training on the new AHUs.



Interoffice Memorandum

June 22, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y16-763-RM, Orange County Public Works  
Intersection Improvements at Lake Pickett Road & S.R. 50  
(North Odyssey Lake Way)

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-763-RM, Orange County Public Works Intersection Improvements at Lake Pickett Road & S.R. 50 (North Odyssey Lake Way), to the low responsive and responsible bidder, Atlantic Civil Constructors Corporation in the total contract award amount of \$458,601.70.

PROCUREMENT:

The scope of work includes the widening of Lake Pickett Road (CR 420) from the S.R. 50 intersection north to Odyssey Lake Way.

FUNDING:

Funding is available in account number 1003 072 2722 6311.

APPROVALS:

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

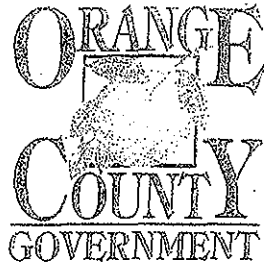
REMARKS:

Three bids were received. The bid submitted from Atlantic Civil Constructors Corporation is approximately 14.84% lower than the second low bidder, Stage Door II, Inc. Their bid is considered reasonable based on the engineer's estimate. References provided were satisfactory for this type of work and Atlantic Civil Constructors Corporation has been determined to be responsible.

Page 2  
Award of Invitation for Bids Y16-763-RM

Bids Received

Atlantic Civil Constructors Corporation	\$458,601.70
Stage Door II, Inc.	\$526,652.33
Cathcart Construction Company-Florida, LLC	\$617,520.10



Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

May 18, 2016

TO: Rolando, Melo, Senior Contract Administrator  
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-763-RM / Orange County Public Works Intersection Improvements  
at Lake Pickett Road & S.R. 50 (North Odyssey Lake Way)

The Business Development Division evaluated the 3 bids submitted for this project and found that the apparent low bidder Atlantic Civil Constructors Corporation did not achieve good faith effort documentation and reported 17.04% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	EM Paving, Inc.	\$77,423
Wbe-wf	LP Video	\$700
Total MWBE Participation		\$78,123.00 (17.04%)

The second low bid submitted by Stage Door II, Inc. met the MWBE participation goal and reported 25.68% MWBE participation in their bid.

The third low bid submitted by Cathcart Construction Company-Florida, LLC did not achieve good faith effort documentation and reported 1.21% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

*Sheena Ferguson*

## BID COMPARISON

IFB-Y16-763-RW / Orange County Public Works Intersection Improvements at Lake Pickett Road & S.R. 50 (North Odyssey Lake Way)

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Atlantic Civil Constructors Corporation	\$458,601.70	\$78,123	17.04%	no					30/5
2nd Low	Stage Door II, Inc.	\$526,652.33	\$135,246	25.68%	na	\$68,050.63	14.84%			60/5
3rd Low	Cathcart Construction Company- Florida, LLC	\$617,520.10	\$7,499	1.21%	no	\$158,918.40	34.65%	\$90,867.77	17.25%	73/2



Interoffice Memo

AGENDA ITEM

June 23, 2016

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

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

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

SUBJECT: July 19, 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 16-0647	1	DELATORE BRIAN P; DELATORE GERRI L	\$ 765.12
LC 16-0556	2	HALL THELMA	\$ 588.09
LC 16-0564	2	ROSADO JULIO JR	\$ 1,490.56
LC 16-0566	2	FILLMORE CALVIN	\$ 1,468.39
LC 16-0605	2	ICAZA RAFAEL	\$ 1,604.12
LC 16-0646	2	RODRIGUEZ ROBERTO	\$ 1,597.62
LC 16-0557	3	PAUL MATTHEW ROY; PAUL REX ROY	\$ 88.01
LC 16-0582	3	ELIE GINA C	\$ 261.04
LC 16-0608	3	GARCIA DENNIS	\$ 376.20
LC 16-0610	3	CORDEIRO AND ARANDA TANAKA INVESTMENTS LLC	\$ 601.24
LC 16-0379	5	BELL GREGORY A	\$ 1,146.61
LC 16-0576	5	BUTTON BARBARA ONILE	\$ 296.60

Page Two  
 July 19, 2016 – Consent Items  
 Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

<u>Case No.</u>		<u>Property Owner</u>	<u>Amount*</u>
LC 16-0583	5	KLEIN MICHAEL	\$ 890.25
LC 16-0403	6	DEOLDE WILLIAM J	\$ 637.59
LC 16-0464	6	ESTRADA JUAN; ESTRADA AURORA	\$ 189.96
LC 16-0477	6	KLINE BRADLEY W	\$ 259.73
LC 16-0481	6	FIRST ORANGE REALTY INC	\$ 395.90
LC 16-0508	6	MENDING HEARTS CHARITIES INC	\$ 183.03
LC 16-0513	6	MENDING HEARTS CHARITIES INC	\$ 209.49
LC 16-0515	6	ARMSTRONG MATTHEW C	\$ 528.68
LC 16-0532	6	MENDING HEARTS CHARITIES INC	\$ 187.31
LC 16-0538	6	MENDING HEARTS CHARITIES INC	\$ 167.49
LC 16-0549	6	TAN MING MEI; TAN MING ZHUANG; TAN MING SHENG	\$ 266.89
LC 16-0569	6	TARPON IV LLC	\$ 410.07
LC 16-0575	6	ORLANDO PROPERTIES LLC	\$ 114.77
LC 16-0584	6	BRIDGEWELL CAPITAL LLC	\$ 309.91
LC 16-0585	6	ROMAIN NICOLAS; ROMAIN SURTHA	\$ 97.39
LC 16-0586	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 379.25
LC 16-0587	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 387.44
LC 16-0588	6	JONES LEROY; JONES JULIET	\$ 239.98
LC 16-0591	6	CHRISTIANA TRUST	\$ 235.56
LC 16-0593	6	BIEMILLER JOHN R	\$ 353.68
LC 16-0596	6	BEAUSEJOUR SANTHONAX	\$ 201.29
LC 16-0597	6	ISRAEL SHEREBIAH ADAM	\$ 1,271.18
LC 16-0599	6	PRO TAX FINANCIAL LLC; TAX LIEN SERVICE GROUP	\$ 394.58
LC 16-0600	6	CHRIST CENTERED CHRISTIAN CHURCH	\$ 425.56
LC 16-0601	6	CHRIST CENTERED CHRISTIAN CHURCH	\$ 525.54
LC 16-0602	6	FYB CORP	\$ 227.27
LC 16-0632	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 385.66
LC 16-0643	6	TARPON IV LLC	\$ 517.00

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

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

**ACTION REQUESTED:** Approval and execution of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 1, 2, 3, 5 and 6

JVW/BC:th



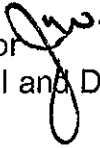


Interoffice Memo

## AGENDA ITEM

June 24, 2016

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

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

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

SUBJECT: July 19, 2016 — Consent Item  
Hamlin West Planned Development  
First Amendment to Adequate Public Facilities Agreement  
(Related to Case # LUPA-15-12-384)

On Tuesday, July 19, 2016, an amendment to the Hamlin West Planned Development / Unified Neighborhood Plan (PD/UNP) is being considered by the Board of County Commissioners (BCC). If the amendment is approved, an adjacent 9.36-acre tract will be aggregated into the PD and rezoned from A-1 (Citrus Rural District). As a result of the aggregation / rezoning, the size of the Hamlin West PD would also increase from 155.74 acres to 165.10 acres, while also reallocating 40,000 square feet of existing non-residential entitlements into the aggregated tract. The overall PD development entitlements are unchanged that allow for up to 763,400 square feet of non-residential uses, including 97,710 square feet within the Corporate Campus Mixed Use District and 665,690 square feet within the Retail Wholesale District.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of APF lands, which are based on the ratio of required APF (Adequate Public Facilities) acres to net developable acres within the SAP. In the event that APF land requirements cannot be met within a particular PD, an owner may pay a fee to the County equal to the value of the ratio of required APF lands and based upon the average fair market value of land as established by an independent appraiser. For the Town Center SAP, the adopted ratio of APF acres to net developable acres is 1.0 to 5.1.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), an amendment to the originally approved APF agreement for the Hamlin West PD dated September 15, 2015, has been prepared to recognize that the project's proportionate share of required APF lands within the Town Center SAP has increased to 21.59 acres. The originally approved APF agreement assigned 11.24 APF credits (acres) through a previously recorded Town Center High

Page Two  
July 19, 2016 — Consent Item  
Hamlin West Planned Development  
First Amendment to Adequate Public Facilities Agreement  
(Related to Case # LUPA-15-12-384)

School Site APF Agreement (ORB 9281, Page 1081). Therefore, the subject Amendment to the APF Agreement addresses how the remaining 10.35-acre APF deficit within the PD will be satisfied.

Finally, the amended Hamlin West APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on April 13, 2016. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

**ACTION REQUESTED:** Approval and execution of First Amendment to Adequate Public Facilities Agreement for Hamlin West PD/UNP by and between Hamlin Retail Partners West, LLC and Orange County. District 1

JVW/JS:rep

Attachment

This instrument prepared by and after  
recording return to:

James G. Willard, Esq.  
Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801

Tax Parcel I.D. No(s): 20-23-27-0000-00-007  
20-23-27-0000-00-002  
20-23-27-0000-00-027  
19-23-27-0000-00-012

**FIRST AMENDMENT TO  
ADEQUATE PUBLIC FACILITIES AGREEMENT  
FOR HAMLIN WEST PD/UNP**

**THIS FIRST AMENDMENT TO ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HAMLIN WEST PD/UNP** (the "**First Amendment**"), is effective as of the latest date of execution (the "**Effective Date**"), and is made and entered into by and between Hamlin Retail Partners West, LLC, whose address is 7586 West Sand Lake Road, Orlando, Florida 32819 ("**Owner**") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("**County**").

**RECITALS:**

A. Owner and County are parties to that certain Adequate Public Facilities Agreement for Hamlin West PD/UNP approved by the Orange County Board of County Commissioners on September 15, 2015, and recorded at O.R. Book 10988, Page 8089, Public Records of Orange County, Florida (the "**Original APF Agreement**").

B. Owner has expanded the PD Property, as defined in the Original APF Agreement, by adding that certain additional land to the PD as more particularly described in the attached **Exhibit "A"** (the "**Additional PD Property**"). The Additional PD Property together with the PD Property is hereinafter referred to as (the "**Expanded PD Property**").

C. Owner is the sole owner of all of the Expanded PD Property, the legal description of which is attached hereto as **Exhibit "B"** and graphically depicted in the attached **Exhibit "C."**

D. As a result of adding the Additional PD Property, the Expanded PD Property now contains approximately 110.13 net developable acres of land.

E. When applied to the Expanded PD Property, the APF ratio now requires 21.59 acres of public facilities lands.

F. After applying the 11.24 APF Credits as referenced in the Original APF Agreement, the APF deficit for the Expanded PD Property has increased to 10.35 acres (the "**APF Deficiency**").

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

### **AGREEMENT**

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms used in this First Amendment not otherwise defined herein shall have the meanings ascribed to them in the Original APF Agreement.

2. Amendment to Section 3, "APF Deficiency." The parties acknowledge the APF Deficiency for the Expanded PD Property is now 10.35 acres, amending the value cited in Section 3 to the Original APF Agreement.

3. Replacement of Exhibit "A." Exhibit "A" to the Original APF Agreement is hereby superseded and replaced by the attached and incorporated Exhibit "B," legally describing the Expanded PD Property.

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

5. Satisfaction of APF Deficiency. Owner acknowledges and agrees that as a prior condition of final approval of the initial plat within the PD Property, Owner shall satisfy the APF Deficiency. Satisfaction of the APF Deficiency may be accomplished by either, or a combination of, the following methods:

- (i) Payment to the County of an APF fee in the amount of \$41,256.00 per deficient APF acre or portion thereof; or
- (ii) Application of surplus APF credits acquired by Owner from within the Town Center SAP.

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

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

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

(iv) any combination of the foregoing.

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

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

(i) action for specific performance; or

(ii) action for injunction; or

(iii) action for declaratory judgment regarding the rights and obligations of Owner; or

(iv) any combination of the foregoing.

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

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

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

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

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

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

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

OWNER: Hamlin Retail Partners West, LLC  
7586 West Sand Lake Road  
Orlando, Florida 32819  
Attn: Scott Boyd

With copies to: James G. Willard, Esquire  
Shutts & Bowen LLP  
300 S. Orange Ave., Ste 1000  
Orlando, FL 32801

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

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

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

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

14. Survival. The obligations of this First Amendment shall survive the conveyance of the APF Lands to County.

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs,  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Print: \_\_\_\_\_



HAMLIN RETAIL PARTNERS WEST, LLC

By: [Signature]  
Scott T. Boyd, Manager

Date: 5/9/16

WITNESSES:

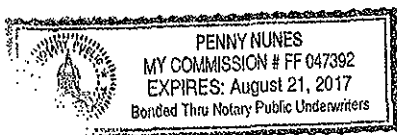
[Signature]  
Print Name: Kevin Meredith

[Signature]  
Print Name: Penny Nunes

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of Hamlin Retail Partners West, LLC, who is known by me to be the person described herein and who executed the foregoing, this 9th day of May, 2016. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May, 2016.



[Signature]  
Notary Public  
Print Name: Penny Nunes  
My Commission Expires: \_\_\_\_\_

## ADDITIONAL PD PROPERTY

### LEGAL DESCRIPTION PARCEL 3

A parcel of land lying in the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida.  
Being more particularly described as follows:

Commence at the Southeast corner of aforesaid Northeast 1/4 of Section 19 thence run North 89°59'53" West along the South line of said Northeast 1/4 of Section 19 for a distance of 255.49 feet to the POINT OF BEGINNING; thence continuing along said South line run North 89° 59' 53" West for a distance of 1382.37 feet to the point of cusp of a curve concave Northwesterly having a radius of 2000.00 feet, with a chord bearing of North 80° 53' 05" East, and a chord distance of 633.81 feet, thence run Northeasterly along the arc of said curve through a central angle of 18° 14' 04" for an arc distance of 636.50 feet to a point of tangency; thence run North 71° 46' 03" East for a distance of 329.96 feet to the point of curvature of a curve, concave Southeasterly having a radius of 922.50 feet, with a chord bearing of North 80° 53' 05" East, and a chord distance of 292.35 feet, thence run Easterly along the arc of said curve through a central angle of 18° 14' 04" for an arc distance of 293.58 feet to a point of tangency; thence run South 89° 59' 53" East for a distance of 203.86 feet to a point on the Westerly right-of-way of Avalon Road (County Road 545); thence run South 11° 10' 04" West along said Westerly right-of-way line a distance of 254.83 feet to the POINT OF BEGINNING.

Contains 4.15 acres more or less.

### LEGAL DESCRIPTION PARCEL 4

A parcel of land lying in the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida.  
Being more particularly described as follows:

Commence at the Southeast corner of aforesaid Northeast 1/4 of Section 19 thence run North 89°59'53" West along the South line of said Northeast 1/4 of Section 19 for a distance of 255.49 feet to a point on the West right-of-way line of Avalon Road (County Road 545); thence run North 11° 10' 04" East along said West right-of-way line for a distance of 412.82 feet to the POINT OF BEGINNING; thence departing said West right-of-way line run North 89° 59' 53" West for a distance of 234.45 feet to the point of curvature of a curve concave Southerly having a radius of 1077.53 feet with a chord bearing of South 87° 18' 53" West, and a chord distance of 101.03 feet; thence run Westerly along the arc of said curve through a central angle of 05° 22' 27" for an arc distance of 101.07 feet to a point on a non tangent line; thence run North 11° 10' 04" East for a distance of 461.07 feet; thence run North 00° 05' 51" West for a distance of 446.99 feet to a point on the South right-of-way line of McKinney Road according to Deed Book 709, Page 125 of the Public Records of Orange County, Florida; thence run North 89° 53' 31" East along said South right-of-way line for a distance of 330.23 feet to the point of intersection of said South right-of-way line and aforesaid West right-of-way line of Avalon Road (County Road 545); thence departing said South right-of-way line run South 00° 05' 45" East along said West right-of-way line for a distance of 124.46 feet to the point of curvature of a curve concave Westerly having a radius of 2456.48 feet with a chord bearing of South 01° 30' 56" West, and a chord distance of 138.16 feet; thence run Southerly along the arc of said curve through a central angle of 03° 13' 23" for an arc distance of 138.18 feet to a point on a non tangent line; thence departing said West right-of-way line run South 89° 54' 09" West for a distance of 236.34 feet; thence run South 00° 05' 51" East for a distance of 295.16 feet; thence run North 89° 54' 09" East for a distance of 210.61 feet to a point on aforesaid West right-of-way line; thence run along said West right-of-way line; South 02° 02' 33" East for a distance of 51.08 feet; thence run South 11° 10' 04" West a distance of 291.92 feet to the POINT OF BEGINNING.

Contains 5.21 acres more or less.

## EXHIBIT A

# EXPANDED PD PROPERTY

## LEGAL DESCRIPTION - PARCEL 1

The South 1/2 of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida

LESS AND EXCEPT right of way of Avalon Road, also known as County Road 545

AND LESS AND EXCEPT, the Easterly 50.00 feet of the Westerly 83.00 feet of the Southerly 35.00 feet of the Northerly 578.67 feet of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida

AND LESS AND EXCEPT, (RIGHT OF WAY PARCEL A) A portion of the Northwest Quarter of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Northwest Quarter of Section 20; thence run North 00 degrees 05 minutes 51 seconds West, along the West line of the Northwest Quarter of Section 20, a distance of 163.20 feet to a point on the existing East right of way line of Avalon Road said point also being a point on a non tangent curve, concave Northwesterly, having a radius of 1433.00 feet and a central angle of 12 degrees 18 minutes 59 seconds; thence run Northeasterly along said curve an arc distance of 308.04 feet from a chord bearing of North 06 degrees 03 minutes 45 seconds East along said Easterly right of way line to a point on said curve; thence run North 89 degrees 54 minutes 15 seconds East, a distance of 2.01 feet; thence run North 00 degrees 05 minutes 51 seconds West, a distance of 317.90 feet for a point of beginning; thence continue North 00 degrees 05 minutes 51 seconds West, a distance of 513.67 feet to the existing South right of way line of McKinney Road; thence departing said Easterly right of way line run North 89 degrees 45 minutes 03 seconds East, 40.01 feet along said South right of way line; thence departing said South right of way line run South 00 degrees 05 minutes 45 seconds East, a distance of 124.66 feet to the point of curvature of a curve to the right, concave Northwesterly, having a radius of 2621.48 feet and a central angle of 06 degrees 52 minutes 12 seconds; thence run Southwesterly along the arc of said curve a distance of 1014.33 feet to a point on said curve; thence departing said curve run South 15 degrees 33 minutes 51 seconds West, a distance of 78.45 feet to the point of beginning,

AND LESS AND EXCEPT, right of way of McKinney Road

AND LESS AND EXCEPT (RIGHT OF WAY PARCEL B) right of way of New Independence Parkway, more particularly described as a portion of the West Half of Section 20, Township 23 South, Range 27 East of Orange County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Northwest Quarter of said Section 20; thence run North 89 degrees 38 minutes 51 seconds East along the South line of said Northwest Quarter of Section 20, a distance of 2622.04 feet; thence departing said South line of the Northwest Quarter of Section 20, run North 13 degrees 01 minutes 34 seconds West, a distance of 348.63 feet; thence North 22 degrees 06 minutes 59 seconds West, a distance of 101.27 feet; thence North 13 degrees 01 minutes 34 seconds West, a distance of 200.00 feet; thence North 01 degrees 00 minutes 37 seconds East, a distance of 103.08 feet; thence North 13 degrees 01 minutes 34 seconds West, a distance of 471.78 feet for a point of beginning; thence run North 50 degrees 27 minutes 21 seconds West, a distance of 58.49 feet; thence run South 89 degrees 42 minutes 32 seconds West, a distance of 191.23 feet to a point on a non tangent curve, concave Southeasterly, having a radius of 1123.25 feet and a central angle of 43 degrees 32 minutes 24 seconds; thence run Southwesterly along said curve an arc distance of 853.58 feet from a chord bearing of South 69 degrees 33 minutes 16 seconds West to a point on said curve; thence departing said curve run South 46 degrees 12 minutes 28 seconds West, a distance of 387.26 feet; thence run South 37 degrees 40 minutes 37 seconds West, a distance of 101.12 feet to a point on a non-tangent curve, concave Northwesterly, having a radius of 1291.23 feet a central angle of 43 degrees 47 minutes 32 seconds; thence run Southwesterly along said curve an arc distance of 986.91 feet from a chord bearing of South 68 degrees 06 minutes 14 seconds West to the point of tangency; thence

EXHIBIT B

Page 1 of 4

run North 90 degrees 00 minutes 00 seconds West, a distance of 88.71 feet to a point on the existing Easterly right of way line of Avalon Road (C.R. 545) said point also being a point on a non-tangent curve concave Northwesterly, having a radius of 1433.00 feet and a central angle of 06 degrees 49 minutes 56 seconds; thence run Northeasterly along said curve an arc distance of 170.88 feet from a chord bearing of North 05 degrees 28 minutes 06 seconds East to a point on said curve; thence departing said curve run South 90 degrees 00 minutes 00 seconds East a distance of 72.43 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 1121.23 feet and a central angle of 43 degrees 47 minutes 32 seconds; thence run Northeasterly along said curve an arc distance of 856.97 feet to a point on said curve; thence departing said curve run North 57 degrees 31 minutes 03 seconds East, a distance of 101.98 feet; thence run North 46 degrees 12 minutes 48 seconds East, a distance of 387.26 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 1286.09 feet and a central angle of 07 degrees 27 minutes 23 seconds; thence run Northeasterly along said curve an arc distance of 167.37 feet from a chord bearing of North 49 degrees 05 minutes 26 seconds East to a point on said curve; thence departing said curve run North 37 degrees 10 minutes 52 seconds West, a distance of 183.84 feet to a point on the existing South right of way line of McKinney Road; thence run North 89 degrees 45 minutes 03 seconds East, along said South right of way line a distance of 1071.27 feet; thence departing said South right of way line run South 13 degrees 01 minutes 34 seconds East, a distance of 106.05 feet to the point of beginning,

AND LESS AND EXCEPT, All that part of the South 1/2 of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, lying South and East of the South Right of Way line of New Independence Parkway.

Contains 19.06 acres more or less.

#### LEGAL DESCRIPTION - PARCEL 2

The North 500.00 feet of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, lying Easterly of State Road 545 (Avalon Road).

And

The North 500.00 feet of the North 1/2 of the Southwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, LESS the right of way of State Road 545 (Avalon Road).

And

The South 1/2 of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, LESS the right of way of State Road 545 (Avalon Road) on the West AND LESS the right of way of McKinney Road on the North, AND LESS that portion taken by Orange County by Order of Taking recorded in O.R. Book 3666, page 916, public records of Orange County, Florida,

ALSO LESS AND EXCEPT those portions of the above-described lands conveyed to the Orlando-Orange County Expressway Authority by deed recorded in O.R. Book 7034, page 1352, public records of Orange County, Florida,

ALSO LESS AND EXCEPT all that part of the South 1/2 of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, lying North and West of the North Right of Way line of New Independence Parkway.

Contains 75.45 acres more or less.

#### EXHIBIT B Page 2 of 4

### LEGAL DESCRIPTION PARCEL 3

A parcel of land lying in the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southeast corner of aforesaid Northeast 1/4 of Section 19 thence run North 89°59'53" West along the South line of said Northeast 1/4 of Section 19 for a distance of 255.49 feet to the POINT OF BEGINNING; thence continuing along said South line run North 89° 59' 53" West for a distance of 1382.37 feet to the point of cusp of a curve concave Northwesterly having a radius of 2000.00 feet, with a chord bearing of North 80° 53' 05" East, and a chord distance of 633.81 feet, thence run Northeasterly along the arc of said curve through a central angle of 18° 14' 04" for an arc distance of 636.50 feet to a point of tangency; thence run North 71° 46' 03" East for a distance of 329.96 feet to the point of curvature of a curve, concave Southeasterly having a radius of 922.50 feet, with a chord bearing of North 80° 53' 05" East, and a chord distance of 292.35 feet, thence run Easterly along the arc of said curve through a central angle of 18° 14' 04" for an arc distance of 293.58 feet to a point of tangency; thence run South 89° 59' 53" East for a distance of 203.86 feet to a point on the Westerly right-of-way of Avalon Road (County Road 545); thence run South 11° 10' 04" West along said Westerly right-of-way line a distance of 254.83 feet to the POINT OF BEGINNING.

Contains 4.15 acres more or less.

### LEGAL DESCRIPTION PARCEL 4

A parcel of land lying in the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southeast corner of aforesaid Northeast 1/4 of Section 19 thence run North 89°59'53" West along the South line of said Northeast 1/4 of Section 19 for a distance of 255.49 feet to a point on the West right-of-way line of Avalon Road (County Road 545); thence run North 11° 10' 04" East along said West right-of-way line for a distance of 412.82 feet to the POINT OF BEGINNING; thence departing said West right-of-way line run North 89° 59' 53" West for a distance of 234.45 feet to the point of curvature of a curve concave Southerly having a radius of 1077.53 feet with a chord bearing of South 87° 18' 53" West, and a chord distance of 101.03 feet; thence run Westerly along the arc of said curve through a central angle of 05° 22' 27" for an arc distance of 101.07 feet to a point on a non tangent line; thence run North 11° 10' 04" East for a distance of 461.07 feet; thence run North 00° 05' 51" West for a distance of 446.99 feet to a point on the South right-of-way line of McKinney Road according to Deed Book 709, Page 125 of the Public Records of Orange County, Florida; thence run North 89° 53' 31" East along said South right-of-way line for a distance of 330.23 feet to the point of intersection of said South right-of-way line and aforesaid West right-of-way line of Avalon Road (County Road 545); thence departing said South right-of-way line run South 00° 05' 45" East along said West right-of-way line for a distance of 124.46 feet to the point of curvature of a curve concave Westerly having a radius of 2456.48 feet with a chord bearing of South 01° 30' 56" West, and a chord distance of 138.16 feet; thence run Southerly along the arc of said curve through a central angle of 03° 13' 23" for an arc distance of 138.18 feet to a point on a non tangent line; thence departing said West right-of-way line run South 89° 54' 09" West for a distance of 236.34 feet; thence run South 00° 05' 51" East for a distance of 295.16 feet; thence run North 89° 54' 09" East for a distance of 210.61 feet to a point on aforesaid West right-of-way line; thence run along said West right-of-way line; South 02° 02' 33" East for a distance of 51.08 feet; thence run South 11° 10' 04" West a distance of 291.92 feet to the POINT OF BEGINNING.

Contains 5.21 acres more or less.

### EXHIBIT B

#### Page 3 of 4

**LEGAL DESCRIPTION PARCEL 5**

That part of South 1/2 OF Northeast 1/4 of Section 19, Township 23 South, Range 27 East lying Easterly OF Avalon Road

Contains 0.08 acres more or less.

**LEGAL DESCRIPTION - PARCEL 6:**

The Northeast 1/4 of the Southeast 1/4, lying East of the paved road, less the North 500 feet thereof, and less the South 240 feet in Section 19, Township 23 South, Range 27 East. Also The North 1/2 of the Southwest 1/4 of the Southwest 1/4, less the West 660 feet thereof; and the North 1/2 of the Southwest 1/4, less the North 500 feet and less the South 240 feet of the West 660 feet, lying in Section 20, Township 23 South, Range 27 East, Orange County, Florida.

Less:

All that portion of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 23 South, Range 27 East, in the County of Orange, State of Florida, included within a Parcel of land 35.00 feet of even width, The Westerly line of said 35.00 foot wide Parcel of land being described as follows.

Beginning at the intersection of the Easterly Right Of Way line of State Road No. 545 and the Southerly line of the Northerly 818.05 feet of said Northeast 1/4 of the Southeast 1/4; Thence Southerly along said Easterly Right Of Way line a distance of 50.00 feet.

Contains 60.19 acres more or less.

AND:

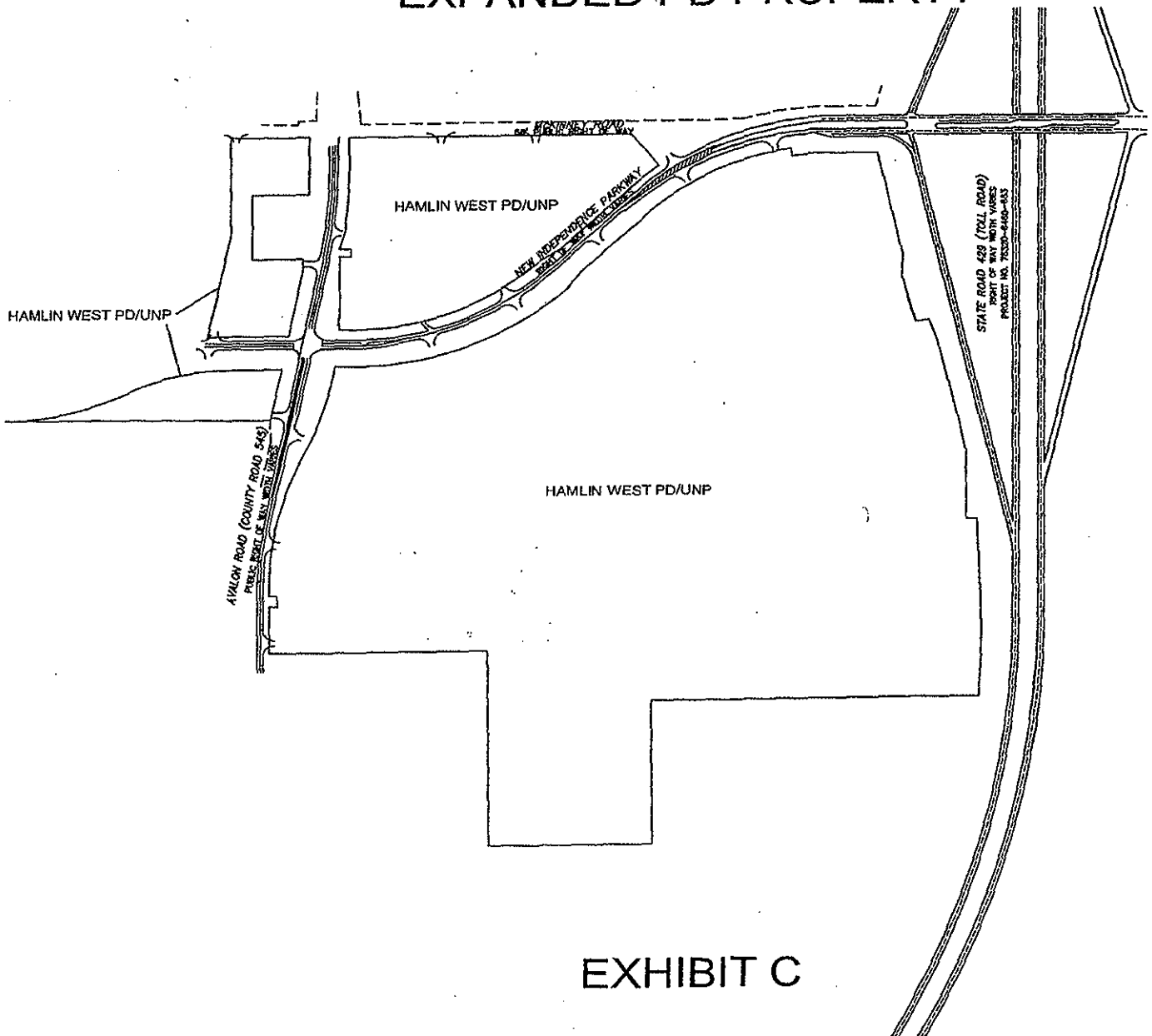
**LEGAL DESCRIPTION - PARCEL 7:**

The North one-half of the Southeast one-quarter of Section 20, Township 23 South, Range 27 East, lying West of the Western Beltway.

Contains 1.03 acres more or less.

**EXHIBIT B**  
**Page 4 of 4**

## EXPANDED PD PROPERTY



## EXHIBIT C



## AGENDA ITEM

June 20, 2016

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

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

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

SUBJECT: July 19, 2016 – Consent Item  
Environmental Protection Commission Recommendation on  
Waiver Requests for an After-The-Fact Boat Dock for  
Nathan F. Bower; Lake Fairview

Upon responding to a complaint, the Environmental Protection Division (EPD) discovered that Mr. Nathan F. Bower, the owner of the property at 4226 Grant Boulevard (Parcel ID 24-23-27-9009-00-100) on Lake Fairview in Orange County Commission District 2, was in the process of expanding an older "grandfathered" dock without any permit. EPD discovered that the expansion was basically complete, with the exception of the roof over a new boat slip still to be completed.

EPD staff informed Mr. Bower that he would need to obtain a permit for the dock and that he would need to meet all provisions of the current code, since the dock expansion no longer qualifies as a "grandfathered" repair. Pursuant to Orange County Code, Chapter 15, Article IX, EPD staff evaluated the "as-built survey" and informed the Applicant that his terminal platform exceeds the maximum size allowable under Section 15-342(b) and his side setback is less than the minimum under Section 15-343(b).

In an effort to allow the structure to remain and in order to complete the construction, on December 11, 2015, Mr. Bower submitted Applications for Waivers to Section 15-342(b) (terminal platform size) and Section 15-343(b) (side setback distance).

As required by Code, notification of the waiver requests were sent by certified mail on January 29, 2016 and March 14, 2016 to the property owners located within 300 feet of the shoreline for the request for larger terminal platform, and to the adjacent affected property owner for the request for side setback reduction.



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Environmental Protection Commission Recommendation on Waiver Requests for an After-The-Fact Boat Dock for Nathan F. Bower; Lake Fairview

Staff review of historical aerial photographs confirms that the “grandfathered” dock was built by a previous owner between 1967 and 1971, well before the adoption of Chapter 15, Article IX (the current Construction of Dock Ordinance).

The “grandfathered” structure comprised a boat house constructed adjacent to an old seawall on the property with a walkway extending into deeper water with a terminal deck. The “grandfathered” dock was built nearly abutting the southern projected property line. The total size of the previous structure, inclusive of the old boat house, is estimated to have been approximately 1,120 square feet.

The unpermitted expansion to the dock includes a widened access walkway, an enlarged terminal platform, and a newly constructed boat slip with a roof at the terminal platform for a total size of 1,784 square feet. The as-built survey depicts the dimensions (note that surveyor calculated the overall square footage incorrectly, not including the covered boat slips).

The 1,784 square foot dock is 929 feet larger than the 855 square feet allowed by code for the 96 feet of shoreline at his property (Section 15-342(b)). The unpermitted structure was expanded using the existing alignment which places it at 0.3 feet from the southern projected property line, 24.7 feet short of the 25-foot-side minimum setback required by code for the property (Section 15-343(b)).

#### **Side Setback – Waiver Request**

Section 15-343(b), states that on lots or parcels having a shoreline frontage of seventy-five (75) feet or greater, docks shall have a minimum side setback of twenty-five (25) feet from the projected property line, unless such requirement is reduced by an appropriate waiver.” The dock expansion was constructed in the same alignment as the previous dock. According to the as-built survey, the terminal platform lies 0.3 feet from the projected property line.

Section 15-350(a)(2) states that applications for waivers from Section 15-342(b) shall be made to the Environmental Protection Officer (EPO) and must describe: 1) how the waiver would not negatively impact the environment; and 2) the effect of the waiver on abutting shoreline owners.

To address 15-350(a)(2)(1), the applicant stated: *“Within the first year returning home I removed 23 truckloads of weeds and debris that collected on my area of shore line. Since that time I typically remove 500 pounds of debris every month. I have planted more than 33 native cypress trees on my lot and as the environment in my portion of shoreline has improved the native aquatic species that were here in my childhood have returned. Guppies, stone rollers, brim, bluegill, catfish, spotted gar, and bass have bedded in the native pickle weed, arrowhead, and lily pads. With the return of the native fish so have the water birds that feed on them. Mallards, green herons, blue*

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Environmental Protection Commission Recommendation on Waiver Requests for an After-The-Fact Boat Dock for Nathan F. Bower; Lake Fairview

*herons, wood ducks, gallinules, grebes, kingfishers, limpkin, cormorants, white pelicans, and coots. I have even had otters in my back yard. In the trees I commonly have osprey, cormorants, egrets, crows, grackles and eagles. Every day of the week you can count at least 10 different species of birds in my back yard. The filling in of the point two properties south of mine combined with the grass and weed barrier at the neighbors property adjacent to the opening of the canal to Little Lake Fairview, creates an obstruction to the natural flow of water in the lake system. This situation blocks the flow of eel grass, weeds and debris floating in the lake so that everything collects at my property and thus creating the shallow water situation I am having to alleviate with the addition of a boat slip in deep water.*

To address 15-350(a)(2)(2); the applicant stated: *"There has been a dock in this position since 1962. This fact combined with the removal of invasive species around the dock and the planting and nurturing of native species of aquatic plants and trees have created a natural micro environment populated with the species inherent to that environment. The bass and blue gill and mallards use the cover of the dock to protect them from eagle and osprey predation and also as subterfuge to ambush their prey species. I challenge you to find a lot on this lake that has a more diverse population of native species in the numbers seen here every day. You won't be able to, because this is the only lot on this lake that has been managed to provide an environment for native species to the extent that I have, and the native species have voted with their fins, feathers and feet to prove it."*

#### **Terminal Platform – Waiver Request**

Section 15-342(b) states that the maximum square footage of the terminal platform shall not exceed the square footage of ten times the linear shoreline frontage for the first seventy-five feet of shoreline and five times the linear shoreline frontage for each foot in excess of seventy-five feet, not to exceed a maximum of one thousand square feet. The shoreline of approximately 96 feet at Normal High Water Elevation (NHWE) for the applicant's property allows a 855 square foot terminal platform. Calculation of the square footage from the as-built survey for the dock results in a terminal platform size of 1,784 square feet.

To address the environmental impacts from the larger dock footprint, the Applicant has proposed to pay \$880 to the Conservation Trust Fund (CTF) to mitigate for the additional shading impacts to the surface water. Based on the Uniform Mitigation Assessment Methodology (UMAM), the contribution is equivalent to the mitigation required for the impacts.

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Environmental Protection Commission Recommendation on Waiver Requests for an After-The-Fact Boat Dock for Nathan F. Bower; Lake Fairview

Section 15-350(a)(2) states that applications for waivers from Section 15-342(b) shall be made to the EPO and must describe: 1) how the waiver would not negatively impact the environment; and 2) the effect of the waiver on abutting shoreline owners.

To address 15-350(a)(2)(1); the applicant has stated: *"I realize that the terminal platform of 1332 square feet is larger than the 855 square feet allowed by coded. I am interested in pursuing the purchase of mitigation credits to address the increase in size of the terminal platform."* [It has since been determined that the initial calculations of square footage did not include the boat slip area and the true size of the already constructed dock is 1784 square feet]

To address 15-350(a)(2)(2); the applicant has stated *"For the life of me I can't think of any effect it would have other than blocking more debris from floating into the abutting shoreline. I already mitigate that by the removal of 500 pounds of debris per month on average."*

### **Objection Letter**

EPD received an objection from Mr. Vollet at 4212 Grant Boulevard, the property owner immediately south of and adjacent to the Bower property on the side with the reduced side setback. Mr. Vollet objects to the side setback and terminal platform waiver requests. In his letter, Mr. Vollet states that the addition of the elevated boat shelter/boat lift is completely objectionable given the lack of setback from their property line. The structure would improperly block their view of the lake and adversely affect their rights to enjoy the lines of sight that existed when they purchased the property. He further states that if the dock and raised boat shelter structure were moved over to the prescribed setback, it would not have the same adverse effect on them.

Mr. Vollet offered a solution in that he could accept the current footprint and setback conditioned on there not being any vertical elements including pilings, structure, rails, roof, etcetera any higher than the current walkway deck elevation. All existing structures would need to be cut to the level of the existing deck. He also requests the dock be painted or stained a single neutral earth-tone color that is traditionally used on docks and maintained that way.

Staff discussed the proposal with Mr. Bower and he did not accept this suggestion. Mr. Bower indicated that he must have his boat lift at the terminal platform as do other docks in the area to allow lifting the boat out of the water to prevent theft. The expansion is needed since he can no longer use the old boat house located at the seawall due to a build-up of sediment over the years.

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July 19, 2016 – Consent Item

Environmental Protection Commission Recommendation on Waiver Requests for an After-The-Fact Boat Dock for Nathan F. Bower; Lake Fairview

At the May 25, 2016 public hearing, the Environmental Protection Commission (EPC) voted to uphold the recommendation of the EPO and deny the after-the-fact waiver requests, based on the failure of the applicant to demonstrate that the waiver requests will not have a negative impact on the adjacent property. With this recommendation, the applicant must restore the footprint of the dock to meet the design and footprint of the previous grandfathered dock.

**ACTION REQUESTED:**      **Acceptance of Recommendation of the Environmental Protection Commission to deny the requests for waivers to Orange County Code, Chapter 15, Article IX, Section 15-342(b) (terminal platform) and Section 15-343(b) (side setback) for the Bower After-the-Fact Boat Dock Construction Permit BD-15-12-132. The dock must be returned to the pre-construction (grandfathered) dimensions within 90 days of the Board's Decision. District 2**

JVW/LC: mg

Attachments



ENVIRONMENTAL  
PROTECTION  
COMMISSION

David Ward  
*Chairman*

Jonathan Huels  
*Vice Chairman*

Sally Arwell

Mex Preisser

Glenn Dunkelberger

Mark Corbett

Mark Ausley

ENVIRONMENTAL PROTECTION DIVISION

Lori Cuniff, CEP, CHMM, Deputy Director

Community, Environmental and Development Services Department

3165 McHenry Place, Suite 200

Orlando, FL 32803-3727

407-836-1400 • Fax 407-836-1499

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ORANGE COUNTY  
ENVIRONMENTAL PROTECTION COMMISSION

Recommendation regarding a request for approval of waivers to Orange County Code, Chapter 15, Article IX, Section 15-342(b) (terminal platform size) and Section 15-343(b) (side setback), for After-the-Fact Boat Dock Construction Permit BD-15-12-132; Nathan F. Bower, 4226 Grant Boulevard, Lake Fairview.

**ACTION TAKEN BY THE ENVIRONMENTAL PROTECTION COMMISSION ("EPC")** on the above application was as follows:

**REQUEST:** Nathan F. Bower (the "Applicant") is requesting the approval of waivers to Orange County Code, Chapter 15, Article IX, Section 15-342(b) (terminal platform size) and Section 15-343(b) (side setback).

**BACKGROUND:** After receiving a complaint about a dock under construction on Lake Fairview, the Environmental Protection Division (EPD) discovered that Mr. Bower, the owner of the property, was in the process of expanding an older "grandfathered" dock. The expansion is basically complete with the roof of the boat slip still to be completed. In an effort to allow the structure to remain and construction to continue, an after-the-fact Application to Construct a Dock was submitted by Mr. Bower.

The current structure does not have a permit from the Orange County Division of Building and Safety.

Review of aerial photographs confirms that the "grandfathered" dock was built by a previous owner between 1967 and 1971 well before the adoption of Chapter 15, Article IX (the current Construction of Dock Ordinance). The "grandfathered" structure comprised a boat house constructed adjacent to an old seawall on the property with a walkway extending into deeper water with a terminal deck. The "grandfathered" dock was built nearly abutting the southern projected property line. The total size of the previous structure, inclusive of the old boat house, is estimated to have been 1,120 square feet.

The unpermitted expansion to the dock widened the walkway, enlarged the terminal platform and constructed a boat slip with a roof at the terminal platform for a total of 1,784 square feet. The as-built survey depicts the dimensions (note that surveyor calculated the overall square footage is incorrectly, not including the covered boat slips).

The 1,784 square foot dock is 929 feet larger than the 855 square feet allowed by code for the 96 feet of shoreline at his property (Section 15-342(b)). The unpermitted structure was expanded using the existing alignment which places it at 0.3 feet from the southern projected property line, 24.7 feet short of the 25-foot-side setback required by code for the property (Section 15-343(b)). Therefore, after-the-fact waivers to Section 15-342(b) and Section 15-343(b) are required.

On December 11, 2015 EPD received requests for waiver to terminal platform size and to side setback for the dock; and on January 4, 2016 EPD received the application for dock construction. Pursuant to Orange County Code, Chapter 15, Article IX, EPD staff evaluated the proposed application and required documents.

As required by Code, notification of the waiver requests were sent by certified mail on January 29, 2016 and March 14, 2016 to the property owners located within 300 feet of the shoreline for the request for larger terminal platform, and to the adjacent affected property owner for the request for side setback reduction.

EPD received an objection from Mr. Vollet at 4212 Grant Boulevard, the property owner immediately south of and adjacent to the Bower property on the side with the reduced side setback. In his letter, Mr.

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O.C. ENVIRONMENTAL  
PROTECTION DIVISION

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Vollet states that the addition of the elevated boat shelter/boat lift is completely objectionable given the lack of setback from their property line. The structure would improperly block their view of the lake and adversely affect their rights to enjoy the lines of sight that existed when they purchased the property. He further states that if the dock and raised boat shelter structure were moved over to the prescribed setback, it would not have the same adverse effect on them.

Mr. Vollet offers a solution in that he could accept the current footprint and setback conditioned on there not being any vertical elements including pilings, structure, rails, roof, etcetera any higher than the current walkway deck elevation. All existing structures would need to be cut to the level of the existing deck. He also requests the dock be painted or stained a single neutral earth-tone color that is traditionally used on docks and maintained that way.

Staff discussed the proposal with Mr. Bower and he did not accept this suggestion. Mr. Bower indicates that he must have his boat lift at the terminal platform as do other docks in the area to allow lifting the boat out of the water to prevent theft. The expansion is needed since he can no longer use the old boat house located at the seawall due to a build-up of sediment over the years.

#### Side Setback - Waiver Request

Section 15-343(b), states that on lots or parcels having a shoreline frontage of seventy-five (75) feet or greater, docks shall have a minimum side setback of twenty-five (25) feet from the projected property line, unless such requirement is reduced by an appropriate waiver." The dock expansion was constructed in the same alignment as the previous dock. According to the as-built survey, the terminal platform lies 0.3 feet from the projected property line.

Section 15-350(a)(2) states that applications for waivers from Section 15-342(b) shall be made to the Environmental Protection Officer (EPO) and must describe: 1) how the waiver would not negatively impact the environment; and 2) the effect of the waiver on abutting shoreline owners.

To address 15-350(a)(2)(1), the applicant has stated: *"Within the first year returning home I removed 23 truckloads of weeds and debris that collected on my area of shore line. Since that time I typically remove 500 pounds of debris every month. I have planted more than 33 native cypress trees on my lot and as the environment in my portion of shoreline has improved the native aquatic species that were here in my childhood have returned. Guppies, stone rollers, brim, bluegill, catfish, spotted gar, and bass have bedded in the native pickle weed, arrowhead, and lily pads. With the return of the native fish so have the water birds that feed on them. Mallards, green herons, blue herons, wood ducks, gallinules, grebes, kingfishers, limpkin, cormorants, white pelicans, and coots. I have even had otters in my back yard. In the trees I commonly have osprey, cormorants, egrets, crows, grackles and eagles. Every day of the week you can count at least 10 different species of birds in my back yard. The filling in of the point two properties south of mine combined with the grass and weed barrier at the neighbors property adjacent to the opening of the canal to Little Lake Fairview, creates an obstruction to the natural flow of water in the lake system. This situation blocks the flow of eel grass, weeds and debris floating in the lake so that everything collects at my property and thus creating the shallow water situation I am having to alleviate with the addition of a boat slip in deep water.*

To address 15-350(a)(2)(2); the applicant has stated: *"There has been a dock in this position since 1962. This fact combined with the removal of invasive species around the dock and the planting and nurturing of native species of aquatic plants and trees have created a natural micro environment populated with the species inherent to that environment. The bass and blue gill and mallards use the cover of the dock to protect them from eagle and osprey predation and also as subterfuge to ambush their prey species. I challenge you to find a lot on this lake that has a more diverse population of native species in the numbers seen here every day. You won't be able to, because this is the only lot on this lake that has been managed to provide an environment for native species to the extent that I have, and the native species have voted with their fins, feathers and feet to prove it."*

As previously stated, EPD has received an objection from the adjacent property owner (Mr. Vollet) to the request for waiver to Section 15-343(b).

#### Terminal Platform – Waiver Request

Section 15-342(b) states that the maximum square footage of the terminal platform shall not exceed the square footage of ten times the linear shoreline frontage for the first seventy-five feet of shoreline and five times the linear shoreline frontage for each foot in excess of seventy-five feet, not to exceed a maximum of one thousand square feet. The shoreline of approximately 96 feet at Normal High Water Elevation for the applicant's property allows a 855 square foot terminal platform. Calculation of the square footage from the as-built survey for the dock results in a terminal platform size of 1784 square feet. To address the environmental impacts from the larger dock footprint, the Applicant has agreed to pay \$880.00 to the Conservation Trust Fund to mitigate for the additional shading impacts to the surface water. Based on the Uniform Mitigation Assessment Methodology (UMAM), the contribution is equivalent to the mitigation required for the impacts.

Section 15-350(a)(2) states that applications for waivers from Section 15-342(b) shall be made to the Environmental Protection Officer (EPO) and must describe: 1) how the waiver would not negatively impact the environment; and 2) the effect of the waiver on abutting shoreline owners.

To address 15-350(a)(2)(1); the applicant has stated: *"I realize that the terminal platform of 1332 square feet is larger than the 855 square feet allowed by coded. I am interested in pursuing the purchase of mitigation credits to address the increase in size of the terminal platform. [It has since been determined that the initial calculations of square footage did not include the boat slip area and the true size of the already constructed dock is 1784 square feet]"*

To address 15-350(a)(2)(2); the applicant has stated *"For the life of me I can't think of any effect it would have other than blocking more debris from floating into the abutting shoreline. I already mitigate that by the removal of 500 pounds of debris per month on average."*

#### Notification and Objection Letter

Pursuant to Section 15-347(a), notices of the waiver requests for the larger terminal platform were sent to the neighboring shoreline property owners within 300 feet. Notice of the side setback waiver requests were sent to the adjacent property owners.

EPD received an objection from Mr. Vollet at 4212 Grant Boulevard, the property owner immediately south of and adjacent to the Bower property on the side with the reduced side setback. In his letter, Mr. Vollet states that the addition of the elevated boat shelter/boat lift is completely objectionable given the lack of setback from their property line. The structure would improperly block their view of the lake and adversely affect their rights to enjoy the lines of sight that existed when they purchased the property. He further states that if the dock and raised boat shelter structure were moved over to the prescribed setback, it would not have the same adverse effect on them.

Mr. Vollet offers a solution in that he could accept the current footprint and setback conditioned on there not being any vertical elements including pilings, structure, rails, roof, etcetera any higher than the current walkway deck elevation. All existing structures would need to be cut to the level of the existing deck. He also requests the dock be painted or stained a single neutral earth-tone color that is traditionally used on docks and maintained that way.

Staff discussed the proposal with Mr. Bower and he did not accept this suggestion. He indicates that he must have his boat lift at the terminal platform as do other docks in the area to allow lifting the boat out of the water to prevent theft. The purpose of the expansion is because he can no longer use the old boat house located at the seawall due to a build-up of sediments over the years.

The recommendation of the EPO is to deny the after-the-fact waiver requests based on the failure of the applicant to demonstrate that the waiver requests will not have a negative impact on the adjacent property. With this recommendation, the applicant must restore the footprint of the dock to meet the design and footprint of the previous grandfathered dock.

**RECOMMENDATION:** Based upon the evidence and testimony presented at the May 25, 2016 public hearing, the Environmental Protection Commission approved a motion to uphold the EPO's recommendation to deny the requests for waivers to Orange County Code, Chapter 15, Article IX, Section 15-342(b) (terminal platform) and Section 15-343(b) (side setback); for the Bower After-the-Fact Boat Dock Construction Permit BD-15-12-132. The dock must be returned to the pre-construction (grandfathered) dimensions.

Signature of EPC Chairman: \_\_\_\_\_

*David R. Wauf*

DATE EPC RECOMMENDATION RENDERED: May 25, 2016



# AFTER-THE-FACT BOAT DOCK WAIVER REQUESTS



## After-the-Fact Boat Dock and Waiver Requests

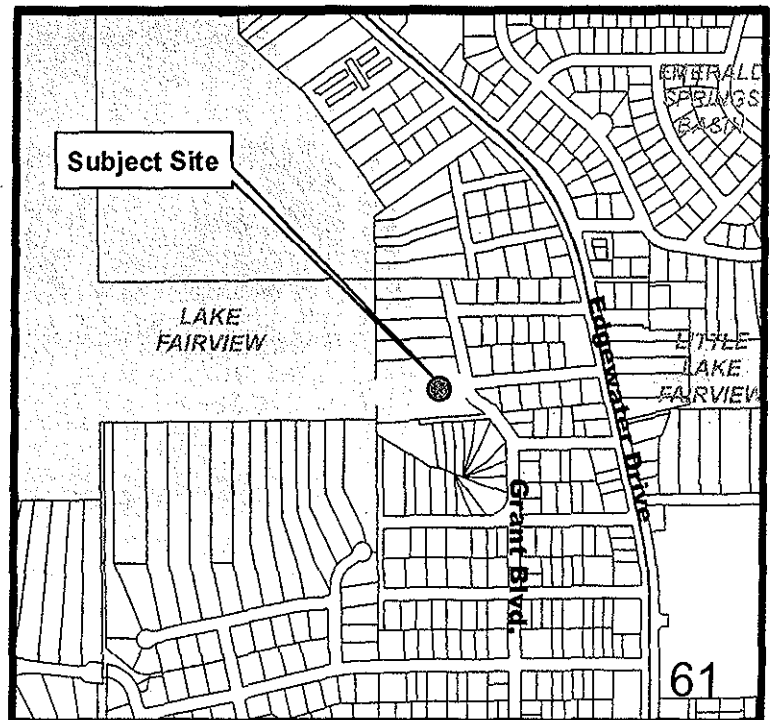
**District # 2**

**Applicant:** Nathan Bower

**Parcel ID:** 10-22-29-4886-02-060

**Project Site**

**Property Location** ●



# 2016 aerial close-up showing expanded portion

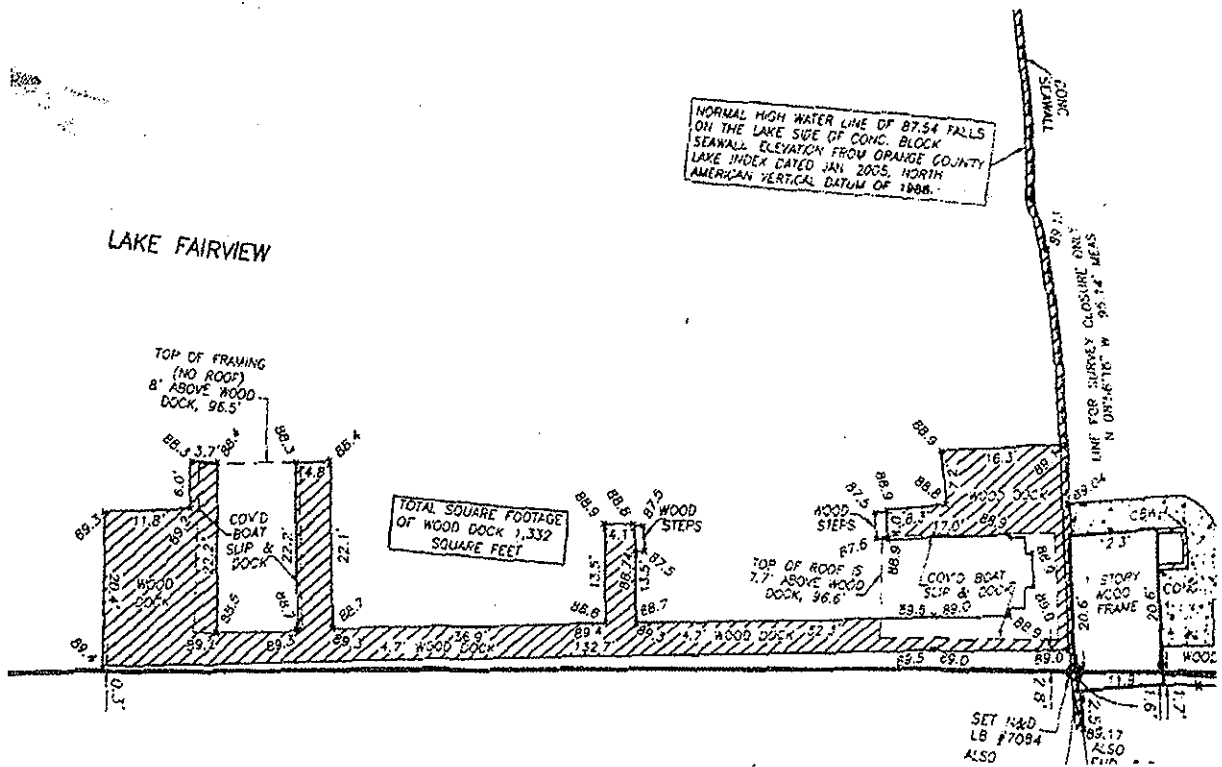




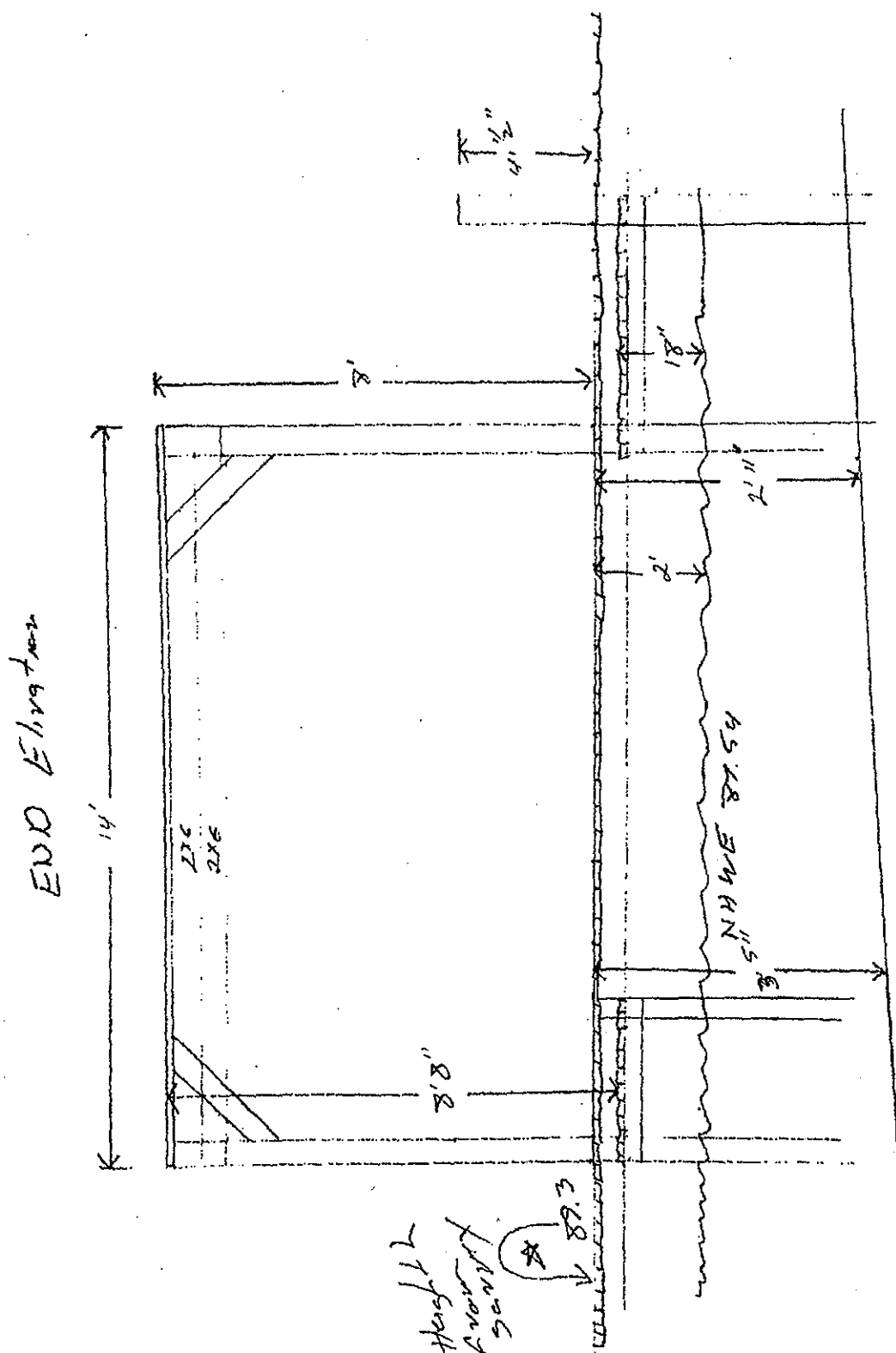
Nathan Bower  
4226 Grant Blvd  
Orlando, FL 32804

elevation

NHWE 87.54 from Orange Co Lake Index dated January 2005



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## APPLICATION TO CONSTRUCT A BOAT DOCK APPLICATION FOR WAIVER

(Pursuant to Orange County Code, Chapter 15, Article IX, Section 15-350(a)(2))

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

I Nathan Bower on behalf of \_\_\_\_\_ (if applicable) pursuant to Orange County Code Chapter 15, Article IX, Section 15-350(a)(2) am requesting a waiver to section (choose and circle from the following) 15-342(b) 15-343(b), 15-344(a) and 15-345(a)) of the Orange County Dock Construction Ordinance.

1. Describe how this waiver would not negatively impact the environment:

SEE ATTACHED

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

SEE ATTACHED

The environmental protection officer and the board may require of the applicant information necessary to carry out the purposes of this article.

By signing and submitting this application form, I am applying for a waiver to the Section indicated of the Orange County Dock Construction Ordinance identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true, complete, and accurate. I understand this is an application and not a permit, and that work conducted prior to approval is a violation. I understand that this application and any permit issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, or local permits prior to commencement of construction. I understand that knowingly making any false statements or representation in this application is a violation of Sections 15-341 & 15-342, Orange County Code.

Name of Applicant: Nathan F. Bower  
Signature of Applicant/Agent: Nathan Bower Date: 12/2/2015  
Corporate Title (if applicable): \_\_\_\_\_

04570 DEC112015P01.41

Describe how this waver would not negatively impact the environment.

Within the first year returning home I removed 23 truck loads of weeds and debris that collected on my area of shore line. Since that time I typically remove 500 pounds of debris every month. I have planted more than 33 native cypress trees on my lot and as the environment in my portion of shoreline has improved the native aquatic species that were here in my childhood have returned. Guppies, stone rollers, brim, bluegill, catfish, spotted gar, and bass have bedded in the native pickle weed, arrowhead, and lily pads. With the return of the native fish so have the water birds that feed on them. Mallards, green herons, blue herons, wood ducks, gallinules, grebes, kingfishers, limpkin, cormorants, white pelicans, and coots. I have even had otters in my back yard. In the trees I commonly have osprey, cormorants, egrets, crows, grackles and eagles. Every day of the week you can count at least 10 different species of birds in my back yard. The filling in of the point two properties south of mine combined with the grass and weed barrier at the neighbors property adjacent to the opening of the canal to Little Lake Fairview, creates an obstruction to the natural flow of water in the lake system. This situation blocks the flow of eel grass, weeds and debris floating in the lake so that everything collects at my property and thus creating the shallow water situation I am having to alleviate with the addition of a boat slip in deep water.

There has been a dock in this position since 1962. This fact combined with the removal of invasive species around the dock and the planting and nurturing of native species of aquatic plants and trees have created a natural micro environment populated with the species inherent to that environment. The bass and bluegill and mallards use the cover of the dock to protect them from eagle and osprey predation and also as subterfuge to ambush their prey species. I challenge you to find a lot on this lake that has a more diverse population of native species in the numbers seen here every day. You won't be able to, because this is the the only lot on this lake that has been managed to provide an environment for native species to the extent that I have, and the native species have voted with their fins, feathers and feet to prove it.

Describe the effect of the proposed waver on abutting shoreline owners:

There has been a dock in the footprint of this dock for 47 years prior to the abutting owners purchase of his lot. Our addition is a covered boat slip to give me access to deep water like everyone else on this lake. Not having access to deep water is a hardship. If you don't put your boat up out of the water the motor or boat will be stolen. (Jet ski was stolen two doors down 6 months ago)

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## APPLICATION TO CONSTRUCT A BOAT DOCK APPLICATION FOR WAIVER

(Pursuant to Orange County Code, Chapter 15, Article IX, Section 15-350(a)(2))

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

I NATHAN BOWER on behalf of \_\_\_\_\_ (if applicable) pursuant to Orange County Code Chapter 15, Article IX, Section 15-350(a)(2) am requesting a waiver to section (choose and circle from the following: 15-342(b), 15-343(b), 15-344(a) and 15-345(a)) of the Orange County Dock Construction Ordinance.

1. Describe how this waiver would not negatively impact the environment:

SEE Attached

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

SEE Attached

The environmental protection officer and the board may require of the applicant information necessary to carry out the purposes of this article.

By signing and submitting this application form, I am applying for a waiver to the Section indicated of the Orange County Dock Construction Ordinance identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true, complete, and accurate. I understand this is an application and not a permit, and that work conducted prior to approval is a violation. I understand that this application and any permit issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, or local permits prior to commencement of construction. I understand that knowingly making any false statements or representation in this application is a violation of Sections 15-341 & 15-342, Orange County Code.

Name of Applicant:

Nathan F. Bower

Signature of Applicant/Agent

Nathan Bower

Date:

12/2/2015

Corporate Title (if applicable):



Describe how this waver would not negatively impact the environment. I realize that the terminal platform of 1332 square feet is larger than the 855 Square foot allowed by code. I am interested in pursuing the purchase of mitigation credits to address the increase in size of the terminal platform.

Describe the effect of the proposed waver on the abutting shoreline. For the life of me I can't think of any effect it would have other than blocking more debris from floating into the abutting shore line. I already mitigate that by the removal of 500 pounds of debris per month on average.

OCEPD DEC112015PM1:41

JON D. VOLLET  
521 RUGBY ST.  
ORLANDO, FL 32804

March 12, 2016

Ms. Carolyn Schultz  
Orange County Environmental Protection Division  
3165 McCrory Place Suite 200  
Orlando, FL 32803

Via US Mail and email to Carolyn.schultz@ocfl.net

Re: Applicant: Nathan F. Bower  
Subject Site Address: 4226 Grant Blvd.  
Application No.: BD-15-12-132  
Lake Name: Fairview, Orange County Commission District: 2

Dear Ms. Schultz,

I am writing in response to the Notice Of Application For Request For Waiver For Side Setbacks and the Notice Of Application For Request For Waiver For Terminal Platform, both dated January 29, 2016 that I received from you on February 8, 2016.

Our family purchased the lakéfront property adjacent to Mr. Bower's property several years ago with the intention of building a lovely new home on it. We look forward to enjoying the beautiful sunsets and panoramic view across the lake, when we move into our home. Unfortunately since we purchased the property, Mr. Bower has made several changes that have significantly impacted and impeded our view of the lake. More than a year ago, he constructed a (second) large storage shed just on the other side of the property line between our properties. That was followed by re-roofing and constructing a rooftop deck above an already existing fully enclosed boathouse at the shoreline, complete with a stairway leading to the rooftop deck. The space around and beneath the stairway was then enclosed using scrap siding and corrugated metal materials. None of these structures were engineered, permitted, inspected or approved by the County. All of these structures have been painted various colors of pink, white, bright green, black and yellow, and it is unfortunate that they effectively create a wall along the property line now, and block our view of the lake across the back of his property. Nonetheless, my wife and I reconciled that we can likely plant a hedge on our side of the fence that will help screen these structures.

Mr. Bower has also planted a string of cypress trees in a line projecting out into the lake right alongside our riparian property line. Some of them are actually planted on our side of the line. Although these trees tend to obstruct our view extending out into the lake, once again my wife and I reconciled that as they grow taller they will become less obtrusive and in any case the cypress are good for the lake water quality.

Ms. Carolyn Schultz  
March 12, 2016  
Page Two

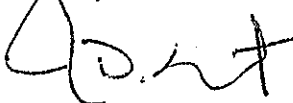
Mr. Bower's more recent addition to the dock's terminal end that is currently under construction, and particularly the elevated boat shelter / boat lift, is completely objectionable to us given the lack of setback from our property line. If allowed to be constructed, this structure would improperly block our view of the lake and adversely affect our rights to enjoy the lines of sight that existed when we purchased the property. As I've conveyed in conversation with Mr. Bower, it is simply unfair of him to construct all of these structures without setback that block our view and enjoyment of the property and the lake. If his dock and raised boat shelter structure were moved over to the prescribed setback, it would not have the same adverse effect on us. And this is why established zoning codes with permitting and setback requirements are maintained and enforced by the County.

For these reasons we must formally object to his proposed waivers as referenced above.

When his dock was reconstructed in 2013/2014 with an access walkway and terminal end footprint larger than the grandfathered footprint, I did speak with Mr. Bower and expressed my concerns about its appearance and questionable craftsmanship. We did not raise an objection with the Department at that time because the dock did not appear to pose a hazard to us or to the general public, and frankly, we felt that the larger footprint did not affect us visually so badly that we were willing to feud with our neighbor over it. We do however, object to any vertical elements above the platform or deck level because of the very close proximity to our property line and line of sight. For these reasons, along with a desire to remain reasonable and good neighbors, we propose the following solution. We would agree to allow the dock with its current footprint and non-compliant setback, conditioned on there not being any vertical elements, ie: pilings, structure, rails, roof, etcetera any higher than the current walkway deck elevation of the dock. Any existing pilings, structure, rails, roof, etcetera that protrude above the level of the walkway and or terminal end deck should be cut down to the current walkway or terminal end deck level. This concession would also be conditioned upon the entire dock being painted or stained a single neutral earth-tone color that is traditionally used on docks, and maintained accordingly. These stipulations would minimize the adverse impact to our view and sightlines within the 25 foot setback zone. It would also relieve Mr. Bower from having to tear out the illegally constructed dock in its entirety, in order to restore its original footprint.

If you should have any questions concerning this, please feel free to contact me at 407 330-1150 or by email at [jvollet@freeportinc.com](mailto:jvollet@freeportinc.com). Kindly inform me whenever any decisions or determinations are being considered with regard to this matter.

Cordially,



Jon D. Vollet



Interoffice Memo

AGENDA ITEM

June 24, 2016

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

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

**CONTACT PERSON:** Matthew Suedmeyer, Manager, Parks and Recreation Division  
**PHONE NUMBER:** 407 836-6203

**SUBJECT:** July 19, 2016 – Consent Item  
East Orange Regional Recreation Center  
Department of Economic Opportunity Grant Agreement

Orange County has been awarded a \$1,000,000 Florida Department of Economic Opportunity Grant. The County will use these funds along with a \$1,000,000 local match to design and construct a 5,000 square foot Recreation Center within the East Orange District Park located on S.R. 50 in the Christmas area.

The Christmas area of east Orange County is a park and program deficient community. The East Orange District Park will meet the needs for athletic fields and open space, as well as providing a Recreation Center. The Center will contain space for recreational, educational and social needs of the community by accommodating after school and summer programs, wellness programs, and space for social and special events.

The Grant Agreement will govern how the funds will be spent. The project will start July 2016 and completed by July 2017. The Agreement has been reviewed and approved as to form and substance by County staff.

**ACTION REQUESTED:** Approval and execution of Grant Agreement State of Florida Department of Economic Opportunity Agreement #HL047 by and between the State of Florida Department of Economic Opportunity and Orange County, Florida for the East Orange Regional Recreation Center in the amount of \$1,000,000 to construct a 5,000 square foot Recreation Center. District 5

JVW/MS:rep

Attachment

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

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

**I. GRANTEE AGREES:**

**A. Performance Requirements:**

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

**B. Type of Agreement:**

This Agreement is a *cost reimbursement* agreement.

**C. Agreement Period:**

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

**D. Agreement Payment:**

This Agreement shall not exceed *one million dollars (\$1,000,000.00)* which shall be paid by DEO in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

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

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

**F. Governing Laws of the State of Florida:**

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For

avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.

2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, F.A.C. and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.
3. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.
4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including,

but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

8. **Mandatory Disclosure Requirements:**

- a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. **Convicted Vendors:** Grantee shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.5 above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- c. **Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or engaged in business operations in Cuba or Syria.
- 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria during the term of the Agreement.
- 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of



this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.

- 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

d. **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

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

**9. Abuse, Neglect, and Exploitation Incident Reporting:**

In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

**10. Information Release:**

- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.
- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO

deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Oppourtunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

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

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).
- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

**G. Grantee Payments:**

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

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

**H. Final Invoice:**

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

**I. Return or Recoupment of Funds:**

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

**J. Vendor Ombudsman:**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**K. Audits and Records:**

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants,

memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

**L. Employment Eligibility Verification:**

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

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

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

**M. Duty of Continuing Disclosure of Legal Proceedings:**

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
  - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
  - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**N. Assignments and Subcontracts:**

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
  5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
  6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
- O. **MyFloridaMarketPlace Transaction Fee:** disbursements of State financial assistance to a recipient are exempt from this Transaction Fee pursuant to Rule 60A-1.032(1)(i), F.A.C.
- P. **Nonexpendable Property:**
1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
  2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.



3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

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

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

**R. Information Resource Acquisition:**

Grantee shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

**S. Insurance:**

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Grantee acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes.

The Grantee agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request the Grantee shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the DEO agrees to find acceptable for the coverage mentioned above.

The DEO's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligations under this agreement.

The Grantee shall require all contractors performing work on the project 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.

**T. Confidentiality and Safeguarding Information:**

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be

considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**U. Warranty of Ability to Perform:**

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

**V. Patents, Copyrights, and Royalties:**

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Grantee shall notify DEO. Any

and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.

3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

**W. Independent Contractor Status:**

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

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

**X. Electronic Funds Transfer:**

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

[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

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

**II. GRANTEE AND DEO AGREE:**

**A. Renegotiation or Modification:**

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

**B. Time is of the Essence:**

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

**C. Termination:**

**1. Termination Due to the Lack of Funds:**

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

**2. Termination for Cause:**

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4)

abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**3. Termination for Convenience:**

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

**D. Dispute Resolution:**

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

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

1. Grantee shall, to the extent allowed by law, be liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Grantee shall, to the extent allowed by law, indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or

to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.

3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

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

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

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

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) business days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) business days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR**

**EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**H. Severability:**

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

**I. Authority of Grantee's Signatory:**

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

**J. Execution in Counterparts:**

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

**K. Contact Information for Grantee and DEO Contacts:**

Grantee's Payee:	Grantee's Agreement Manager:
Orange County	Bill Thomas
	Orange County Parks and Recreation
4801 West Colonial Drive	4801 West Colonial Drive
Orlando, Florida 32808	Orlando, Florida 32808
(407) 836-6231	(407) 836-6231



**DEO's Agreement Manager:**

Beth Frost, FCCM

107 East Madison Street, MSC-160

Tallahassee, Florida 32399

(850) 717-8471

(850) 717-8522

Beth.frost@deo.myflorida.com

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

**L. Notices:**

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

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

- **Attachment 1:** Scope of Work
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

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**N. Execution:**

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

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

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

**ORANGE COUNTY, FLORIDA**  
**By: Board of County Commissioners**

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Dean Izzo  
Title Chief of Staff  
\_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Teresa Jacobs  
Title Orange County Mayor  
\_\_\_\_\_  
Date \_\_\_\_\_

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

**OFFICE OF GENERAL COUNSEL**  
**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_

**ATTEST:**

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

By: \_\_\_\_\_  
Deputy Clerk

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## Attachment 1

### SCOPE OF WORK

1. **Project Description:** The 2016-2017 General Appropriations Act, line 2216, appropriated \$1,000,000.00 for construction of the East Orange Regional Recreation Center (Center). The appropriation is being awarded to Orange County (Grantee) to design and construct a 5,000 square foot community center. The Christmas area of East Orange County is a park and program-deficient community. The East Orange Community Park will add athletic fields and open space as well as a community center. The community center will contain space for recreational, educational and social needs of the community by accommodating after school and summer programs, art and craft programs, and space for social and special events. Funds under this Agreement will be used for design, testing and permitting, and to commence construction of the community center.
2. **Grantee Responsibilities:**
  - a. Provide evidence that the contractor's services were competitively procured.
  - b. Complete any necessary surveys or tests prior to start of construction, and which may be required to obtain any necessary permits.
  - c. Obtain design and construction plans for the Center.
  - d. Apply for and obtain all permits required to begin construction. All permits must be obtained no later than December 31, 2016.
  - e. Require each contractor to execute and record a bond or other alternative form of security for the project, to the extent required by law. The amount of the bond or alternative form of security shall be equal to the contract price.
  - f. Procure insurance for the project, to the extent required by law.
  - g. Provide copies of all contracts and subcontracts to DEO.
  - h. Provide a copy of the notice of commencement of construction. Commence construction of the Center according to the design and construction plans.
  - i. Maintain records of all expenditures related to this Agreement, and submit all required reports and documentation required under Section 4, Deliverables.
  - j. Accomplish at least 75% completion of construction during the Agreement period, as certified by a licensed engineer using AIA forms 702 and 703, or their substantive equivalents.
  - k. During the term of this Agreement and to the extent required by law, the Grantee shall perform in accordance with the provisions of Chapter 255, F.S.
3. **DEO's Responsibilities:** DEO shall monitor progress, review reports, conduct site visits as determined necessary by DEO, and process payments to Grantee in accordance with state law.
4. **Deliverables:** Grantee agrees to provide the following services as specified:

<b>Deliverable No. 1 – Design and Permitting</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>In accordance with Section 2 of this Scope of Work, by no later than December 31, 2016 the Grantee shall:</p> <ol style="list-style-type: none"> <li>1. Perform surveys and tests</li> <li>2. Obtain complete design and construction plans</li> <li>3. Obtain all permits required to begin construction</li> </ol>	<p>Grantee may be allowed reimbursement upon completion of the Deliverable, as evidenced by submission to, and acceptance by DEO, of the following required documentation:</p> <ol style="list-style-type: none"> <li>1. Copies of the results of any tests or surveys performed</li> <li>2. Copies of the completed construction plans</li> <li>3. Copies of any necessary permits required to be obtained for construction</li> <li>4. Copies of proof of payment made under this deliverable, not limited to copies of paid invoices and copies of cancelled checks</li> <li>5. Invoice package as defined in Section 6 of this Scope of Work</li> </ol> <p>All required documentation may be submitted in either hard or digital copy.</p>	<p>DEO will not make payment unless the deliverable has been fully performed.</p>
<b>Deliverable 1 – Not to Exceed \$300,000.00</b>		
<b>Deliverable No. 2 – Commence Construction of Community Center</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>In accordance with Section 2 of this Scope of Work, by no later than June 30, 2017, the Grantee shall:</p> <ol style="list-style-type: none"> <li>1. Provide copies of all contracts and subcontracts related to the completion of the project</li> <li>2. Accomplish, at a minimum, 75% completion of construction of the Center</li> </ol>	<p>Grantee may be allowed reimbursement upon 10%, 20%, 30%, 40%, 50%, 60%, 70% and 75% completion of the construction as evidenced by submission of the following:</p> <ol style="list-style-type: none"> <li>1. Copies of all contracts and subcontracts related to the completion of the project</li> <li>2. A copy of the notice of commencement of construction</li> <li>3. At least 75% completion of the</li> </ol>	<p>If Grantee completes less than 75% of construction of the Center by the time of invoicing, DEO will reduce the total deliverable amount allowed pro-rata based upon the amount completed. For example, if Grantee completes 50% of construction instead of 75%, DEO would reduce the not to exceed amount of this deliverable by 1/3, from \$700,000 to \$466,667.</p>

	Center, as evidenced by completed AIA Forms G702 and G703, certifying that the Center is 75% complete	
	4. Invoice package as defined in Section 6 of this Scope of Work	
		<b>Deliverable 2 - \$700,000.00</b>
		<b>Total, Not to Exceed \$1,000,000.00</b>

## 5. Reporting

**Quarterly:** Grantee shall report on a quarterly basis all progress relating to the tasks identified in Section 4. Quarterly reports are due to DEO 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 close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4, and the Minority and Service-Disabled Veteran Business Enterprise Report required in Paragraph I.N.6 of this Agreement. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement.

**Close-out Report:** No later than 60 days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

## 6. Invoice Submittal and Payment Schedule:

DEO agrees to disburse funds under this Agreement in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, Funding Requirements of Section 215.971, F.S., of this Agreement, Grantee's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project.

Grantee shall provide no more than one (1) invoice per month for all services rendered during the applicable period of time.

The following documents shall be submitted with the itemized invoice:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
  - i. Are specifically for the project represented to the State in the budget appropriation;
  - ii. Are for one or more of the construction components as stated in project deliverables in Section 4 of this Scope of Work;
  - iii. Have been paid; and
  - iv. Were incurred after July 1, 2016 and before June 30, 2017.

- b. Certification that the project has accomplished the required minimum percentage of completion for each reimbursement;
- c. A copy of all supporting documentation for subcontractor payments;
- d. A copy of the cancelled check(s) specific to the project;
- e. A copy of the bank statement that includes the cancelled check;
- f. Photographs of the project in progress;
- g. A copy of all applicable executed lien releases from contractors for whose work reimbursement is sought with each invoice; and
- h. Copies of all other documentation as defined in Section 2 above.

The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

**7. Return on Investment:**

Grantee was required to provide, on or before July 31, 2016, an initial report to the Executive Office of the Governor Office of Policy and Budget (EOG/OPB) identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

- a. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to EOG/OPB documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
- b. Quarterly update reports shall be provided to EOG/OPB within 30 days after the end of each quarter thereafter until Grantee is instructed by EOG/OPB that no further reports are needed.
- c. All reports shall be submitted to [Jessica.Doyle@laspbs.state.fl.us](mailto:Jessica.Doyle@laspbs.state.fl.us), and a copy shall also be submitted to DEO's Agreement Manager.

**8. Financial Consequences for Failure to Timely and Satisfactorily Perform:**

Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified above in Section 5, Deliverables, will result in assessment by DEO of the specified financial consequences. If applicable, should the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in DEO's Core Agreement.

**9. Notification of Instances of Fraud:**

All instances known or suspected by Grantee of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

**10. Grantee's Responsibilities upon Termination:**

If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

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

- 11. Non-Discrimination:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**12. Disposition of Project Property:**

- a. Pursuant to Section I.P.7. of this Agreement, upon termination of the Agreement period, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide advance written notification to DEO, if during the five (5) year period following the termination of the Agreement period, Grantee proposes to take any action that will impact its ownership of the Project property or modify the use of the Project property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, with its sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.

- c. Upon termination of the Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
  - i. Grantee is authorized to retain ownership of the improvements to real property so long as:
    - 1. Grantee is not sold, merged or acquired;
    - 2. The real property subject to the improvements is owned by Grantee; and
    - 3. The real property subject to the improvements is used for the purposes provided in this Agreement.
    - 4. If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in (i) above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

*- End of Attachment 1 (Scope of Work) -*



## Attachment 2

### AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e.,

the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

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

## **PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

### PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

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

or

Paper (hard copy):

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

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

A. DEO at each of the following addresses:

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

or

Paper (hard copy):

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

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

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

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

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

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded. If inapplicable, delete the table below and type "N/A".*

N/A

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

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below. If inapplicable, delete the table below and type "N/A".*

**Federal Program:**

1. N/A
2. N/A
3. N/A

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.*

Federal Program N/A - \$ N/A

**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: **DEPARTMENT OF ECONOMIC OPPORTUNITY; CSFA 40.012, LOCAL ECONOMIC DEVELOPMENT INITIATIVES - \$ 1,000,000.00**

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

1. **ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK**
2. **N/A**
3. **N/A**

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by DEO for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

NOTE: Title 2 CFR § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**- Remainder of Page Intentionally Left Blank -**

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative





Interoffice Memorandum

AGENDA ITEM

June 24, 2016

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

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

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

SUBJECT: July 19, 2016 — Consent Item  
Spring Grove – Jaffers Planned Development (PD)  
Adequate Public Facilities (APF) Agreement  
(Related to Case # LUP-15-07-218)

The proposed Spring Grove – Jaffers Planned Development (PD) contains 133.39 gross acres and is generally located on the south side of Flemings Road, east of the Orange / Lake County line, and west of C.R. 545 (Avalon Road). More specifically, the subject property is located within the Village I Specific Area Plan (SAP) of Horizon West, and is primarily designated Village Home District and Garden Home Mixed Use District on the Village I SAP Recommended Land Use Plan (LUP), with limited areas designated Upland Greenbelt and Wetlands. Through rezoning application # LUP-15-07-218, the proposed Spring Grove – Jaffers PD allows for the development of two hundred sixty-four single-family residential dwelling units on 56.92 net developable acres.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of APF lands, which are based on the ratio of required Adequate Public Facilities (APF) acres to net developable acres within the SAP. In the event that the APF land requirements cannot be met within a particular PD, an owner may obtain the required APF acreage credits from excess APF acreage credits under his/her control derived from another PD within the same village. For the Village I SAP, the adopted ratio of APF acres to net developable acres is 1.0 to 7.25.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Spring Grove – Jaffers PD is subject to an APF Agreement that recognizes that the project is accountable for a minimum of 7.85 acres of APF lands. The owner is providing 0.37 acre of APF land, and so the project carries an APF deficit of 7.48 acres.

As addressed in the subject Agreement, and in order to satisfy their APF deficit, the owner has obtained 19.37 APF acreage credits from the proposed Spring Grove - Northeast PD within Village I and requests to apply 7.48 of these credits toward the APF deficit.

The Spring Grove – Jaffers APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on October 7, 2015, and has been placed on the July 19, 2016 BCC consent agenda for concurrent consideration with the associated PD rezoning request. Upon approval by the Board of County Commissioners, the Agreement will be recorded in the Public Records of Orange County, Florida.

**ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Horizon West – Village I – West Neighborhood Spring Grove – Jaffers PD by and between Spring Grove, LLC and Orange County. District 1**

JVW/JS:rep

Attachments

THIS INSTRUMENT PREPARED BY  
& RETURNED TO:

Heather M. Himes  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
(407) 423-4000

Tax Parcel I.D. No(s): 19-24-27-0000-00-003

**ADEQUATE PUBLIC FACILITIES AGREEMENT  
FOR HORIZON WEST - VILLAGE I- WEST NEIGHBORHOOD  
SPRING GROVE - JAFFERS PD**

**THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HORIZON WEST VILLAGE I- WEST NEIGHBORHOOD- SPRING GROVE- JAFFERS PD** (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between **SPRING GROVE, LLC**, an Indiana limited liability company, whose mailing address is whose address is 5956 Sherry Lane, Suite 1000, Dallas, Texas 75225 ("Owner") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County").

**RECITALS:**

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

B. The PD Property is identified on the Orange County Comprehensive Plan 2030 (the "Comprehensive Plan") Future Land Use map with the "Village" land use designation and constitutes a portion of Village I, in Horizon West, as same is described and depicted in the Village I Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the "BCC") on June 10, 2008, as amended (the "Village I SAP").

C. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan ("CPP") amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus

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building process that was summarized in the Horizon West Study Report issued February 7,  
1995.

D. The Spring Grove - Jaffers PD has relied on the prior approvals of the Horizon West Study and the Village I SAP, and on the Village I SAP approvals and studies included in the SAP.

E. The Village I SAP contemplates certain residential uses within the PD Property.

F. OWNER desires to develop the PD Property in accordance with the Spring Grove – Jaffers PD LUP, submitted by OWNER to COUNTY, and with the PD zoning application on file with COUNTY.

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

H. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that OWNER enter into a developer’s agreement identifying required adequate public facilities within the development and addressing the conveyance to the COUNTY of such adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in such agreement pursuant to Section 30-714(c).

I. The parties have agreed that this Agreement constitutes the aforementioned developer’s agreement referenced in Division 2 of the APF/TDR Ordinance.

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

K. It is the intent of the parties that COUNTY will consider approval of Spring Grove – Jaffers PD with its consideration of this Agreement.

L. The PD Property contains approximately 56.92 acres of net developable land, and both the Village I SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of public facilities acreage for every 7.25 acres of net developable land (the “APF Ratio”).

M. When applied to the PD Property, the APF Ratio requires approximately 7.85 acres of public facilities lands.

N. As shown on the PD Land Use Plan for the Spring Grove - Jaffers PD, and as described in this Agreement, OWNER is providing 0.37 acre(s) of adequate public facilities land (the "APF Land") to COUNTY, thereby creating an APF deficit of 7.48 acres.

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

### AGREEMENT

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

2. Dedication of APF Land by Owner. Owner shall convey land for APF requirements (APF Lands) as follows:

a) Right(s)- of- way for the following transportation improvements /roads (depicted as APF Road ROW on the Master PD Land Use Plan):

Fleming Road	Approximately 0.37 acres
--------------	--------------------------

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

b) Water Facility: A two acre APF tract for a water facility within Village I near Village I's southern boundary shall be identified prior to the approval of the first PSP within Village I and dedicated to the County prior to approval of the first construction plan set within Village I. The tract shall have a minimum width of 150 feet, have an elevation above the 100 year flood plain, be located outside of wetlands and no more than 1,000 feet from Avalon Road with a 30-foot minimum utility access easement or tract connection to public right-of-way.

Water Facility	Approximately 2.0 acres
----------------	-------------------------

3. APF Deficit. The Village I APF Ratio requires that Owner convey to County approximately 7.85 acres of APF Lands. This Agreement provides for conveyance of approximately 0.37 acres of APF Lands, thereby creating a 7.48-acre APF deficit.

4. APF Acreage Credits. OWNER has obtained 19.37 APF acreage credits within Village I and has asked COUNTY to apply 7.48 of these credits toward the APF deficit. Application of the APF acreage credits satisfies the APF deficit.

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

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

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

32                   c)     *Compliance with Section 286.23, Florida Statutes.* Owner shall execute  
and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section  
34 286.23, Florida Statutes.

36           6.     Refinement of Size and Location of APF Lands. The size and location of all APF  
Lands as depicted on the Spring Grove - Jaffers PD Land Use Plan is approximate, although the  
38 final size and location shall be substantially similar to that shown on the Spring Grove - Jaffers  
PD Land Use Plan. The dimensions and locations for a particular component of the APF Lands  
40 shall be finalized by County and Owner prior to County approval of the Preliminary Subdivision

Plan or Development Plan ("PSP/DP") that includes the particular APF Lands, and shall be in full compliance with this Agreement. County and Owner agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.

7. Option on Conveyance. As an alternative to conveyance prior to or in connection with Planned Development approval, Owner has elected to convey at a later time, as contemplated by Sec. 30-714 of the APF/TDR Ordinance. The parties agree that, prior to conveyance to County for its intended purpose, Owner shall have the reasonable right to grade and to import or export fill material upon the APF Lands, subject to and in accordance with an approved grading permit and/or excavation fill permit. Further, Owner agrees to relinquish control of the APF Lands and convey such APF Lands to County, upon demand by County, upon sixty (60) days notice. Owner acknowledges and agrees that any development in connection with the PD Property shall not proceed beyond five percent (5%) of the PD Property's entitlements prior to such conveyance and payment of any APF fee in lieu of conveyance. For purposes of this Agreement, the parties agree that 5% of development is defined as 17 residential units. Until such demand by County, Owner may continue to use the APF Lands in a manner not inconsistent with County's intended use.

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

{36330191;4}

environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of Owner's activities related to the APF Lands.

In the event that any of the above occurs, County may refuse to accept conveyance of the APF Lands and Owner may be required to pay an APF fee in lieu of conveyance or to convey alternative adequate public facilities lands acceptable to County. Notwithstanding anything seemingly to the contrary above, the parties acknowledge and agree that satisfaction of Owner's APF obligations must take place prior to County approval of the initial plat for the PD Property.

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

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

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

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

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

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

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



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

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

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

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

COUNTY: Orange County, Florida, c/o County Administrator  
Post Office Box 1393  
Orlando, Florida 32802-1393  
Telephone: 407. 836.7370

With copies to: Orange County Community, Environmental,  
and Development Services Department  
Manager, Planning Division  
Post Office Box 1393  
Orlando, Florida 32802-1393  
Telephone: 407.836.5600

Orange County Community, Environmental,  
and Development Services Department  
Manager, Transportation Planning Division

Orange County Public Works Complex  
4200 S. John Young Parkway  
Orlando, Florida 32839-8070  
Telephone: 407.836.8070

OWNER: Spring Grove, LLC  
835 N. Congress Ave.  
Evansville, IN 47715  
Telephone: 407.832.4304

With a copy to: Akerman LLP  
420 South Orange Avenue  
Suite 1200  
Orlando, FL 32801-4904  
Attn: Heather M. Himes, Esq.  
Telephone: 407.423.4000

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

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

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

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

17. Survival. The obligations of this Agreement shall survive the conveyance of the  
APF Lands to COUNTY.

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_

Teresa Jacobs,  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Deputy Clerk

Print Name: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**SPRING GROVE, LLC**, a Delaware limited  
liability company

By:

By: *[Signature]*  
Daniel A. Traylor, Manager

Print Name: Angela Snidow

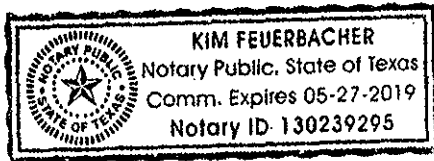
Print Name: SHAWN MONTGOMERY

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 3 day of June,  
~~2015~~, by Daniel A. Traylor, as Manager of SPRING GROVE, LLC, a Delaware limited liability  
company, on behalf of such company, who ☒ is personally known to me or ☐ has  
produced \_\_\_\_\_ as identification.

(Notary Stamp)

*[Signature]*  
Signature of Notary Public  
Print Name: Kim Feuerbacher  
Notary Public, State of TEXAS  
Commission Expires: MAY 27, 2019



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**Exhibit "A"**

**Legal Description and Sketch of  
Description for the PD Property**

[See attached 2 pages]

### LEGAL DESCRIPTION:

THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, SAID LAND LYING AND BEING SITUATE IN ORANGE COUNTY, FLORIDA, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, SAID LAND LYING AND BEING SITUATE IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°13'04" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1324.86 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, NORTH 89°00'27" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1471.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°05'11" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1326.06 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID EAST LINE, SOUTH 00°46'47" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, A DISTANCE OF 2646.57 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID EAST LINE, SOUTH 89°23'07" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1446.22 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°09'46" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2637.56 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5,810,366.08 SQUARE FEET OR 133.388 ACRES.

### SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AS BEING N00°09'46"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

*William D. Donley* 09/30/15  
WILLIAM D. DONLEY DATE  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

JAFFERS PD

SECTIONS 19 AND 30, TOWNSHIP 24 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

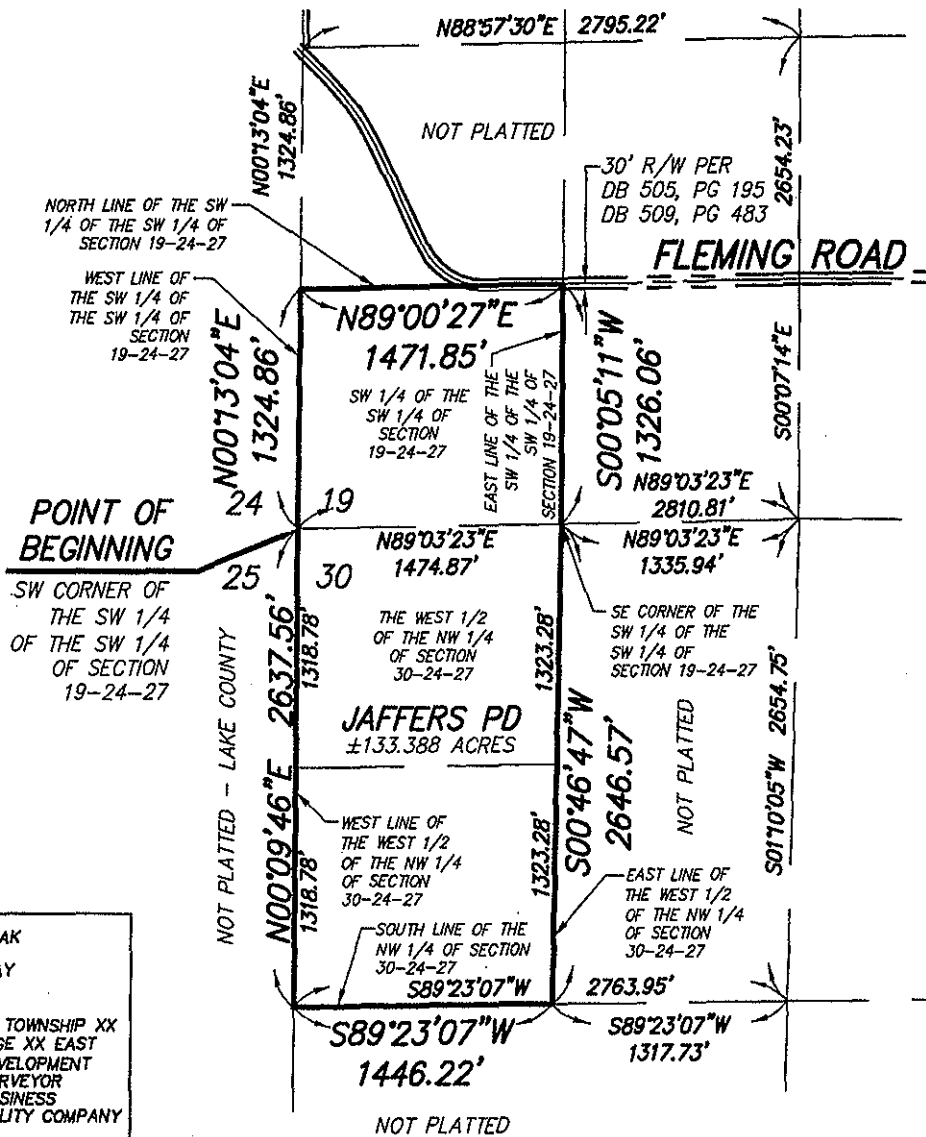
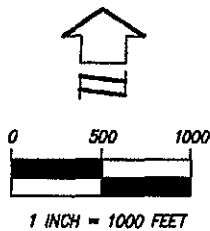
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

COLUMNAR, LLC

DATE: 09/29/15  
REV DATE:  
SCALE: N/A

PROJ: 50066648  
DRAWN BY: TRC  
CHECKED BY: WDD



# LEGEND:

	LINE BREAK
R/W	RIGHT OF WAY
DB	DEED BOOK
PG	PAGE
SECTION XX-XX-XX	SECTION XX, TOWNSHIP XX SOUTH, RANGE XX EAST
PD	PLANNED DEVELOPMENT
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
LLC	LIMITED LIABILITY COMPANY

SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION  
-OF-  
JAFFERS PD

SECTIONS 19 AND 30, TOWNSHIP 24 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:  
COLUMNAR, LLC

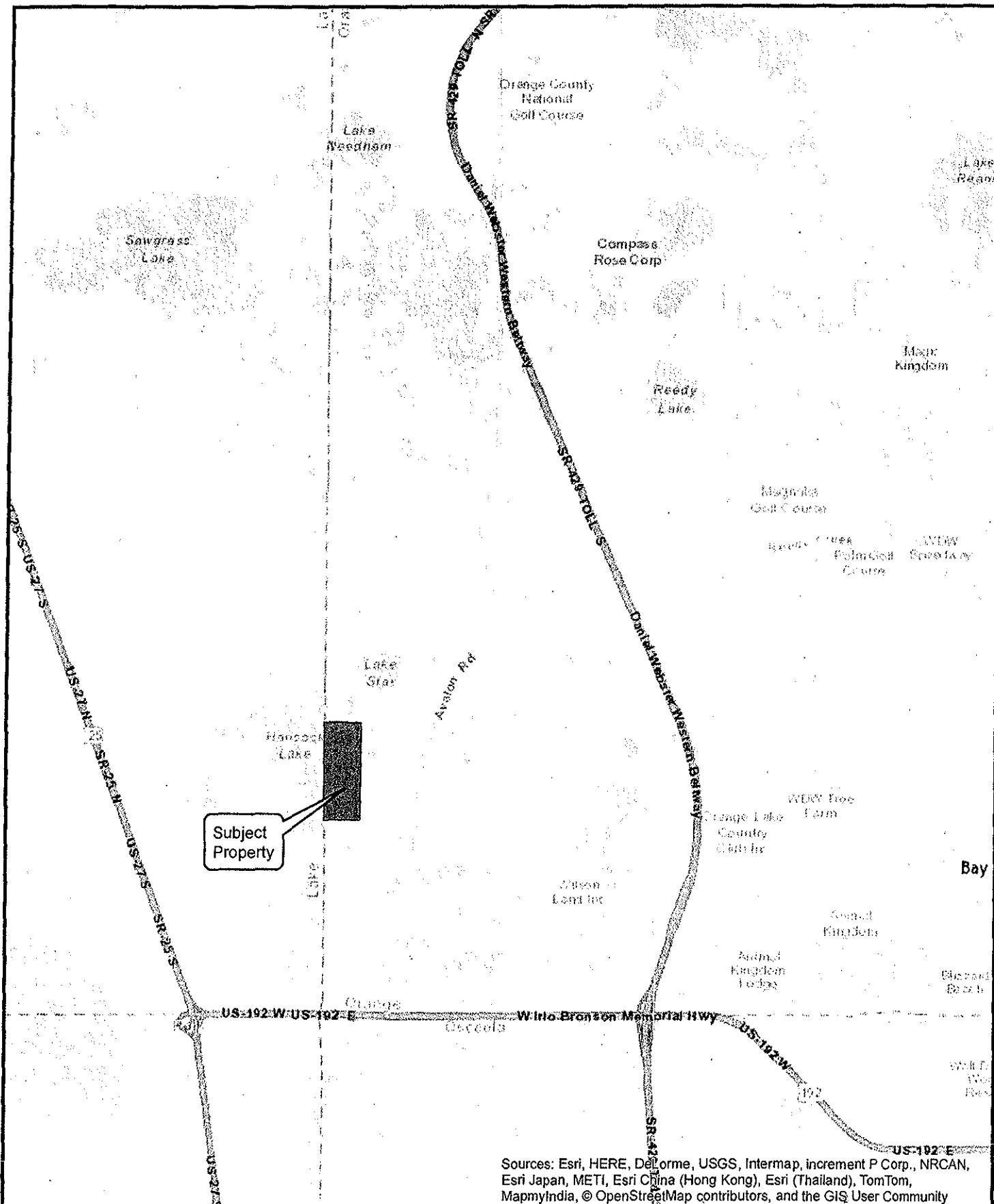
DATE: 09/29/15  
REV DATE:  
SCALE: 1" = 1000'

PROJ: 50066548  
DRAWN BY: TRC  
CHECKED BY: WDD



**Exhibit "B"**  
**Project Area Location Map**

[See attached 1 page]



**Dewberry**

# **Jaffers PD** Orange County, Florida Regional Location Map



0 0.5 1 Miles

Data Source: OCPA  
Image Source: ESRI

File: G:\MXD\County\Orange\Springrove  
JaffersPD\Location\_8.5x11\_10.mxd



Interoffice Memo

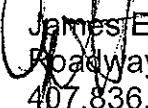
AGENDA ITEM

June 23, 2016

TO: Mayor Teresa Jacobs

AND-

Board of County Commissioners

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

SUBJECT: July 19, 2016 – Consent Item  
Adequate Public Facilities and Right of Way Agreement Village I Spring  
Grove - Northeast Planned Development (County Road 545)

The Roadway Agreement Committee has reviewed an Adequate Public Facilities (APF) Right of Way Agreement ("Agreement") by and among Spring Grove, LLC, and Columnar Partnership Holding I, LLC (Collectively "Owner") and Orange County for the dedication of right-of-way for CR 545 (Avalon Road). Owner shall convey to Orange County a total of 2.76 acres of APF right-of-way for CR 545 (Avalon Road) along with 25 acres for a Middle School Site (which includes 0.52 acres for road right-of-way adjacent to the school site) and a minimum 2.0 acre utility tract. The dedication of right-of-way shall serve to satisfy the APF requirement under the APF/TDR Ordinance which requires approximately 8.39 acres of public facilities lands to be provided from this property. An APF surplus of 19.37 acres is available to the Owner to sell/assign within Village I. The Owner will receive \$22,500 per acre for the conveyance of right-of-way for CR 545 (Avalon Road) along with school impact fees for the school site and utility impact fees for the area conveyed for water facilities.

The Roadway Agreement Committee approved the Right of Way Agreement on January 6, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

**ACTION REQUESTED:** Approval and execution of Adequate Public Facilities and Right of Way Agreement for Village I, Spring Grove-Northeast Planned Development (County Road 545) by and among Spring Grove, LLC, Columnar Partnership Holding I, LLC and Orange County for the conveyance of 2.76 acres of APF right-of-way, a 25-acre school site and a minimum 2.0-acre utility tract in return for corresponding impact fee credits. District 1

JEH|HEGB:rep  
Attachments

This instrument prepared by and after  
recording return to:

Heather M. Himes  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
(407) 423-4000

Tax Parcel I.D. No(s): 17-24-27-0000-00-003 and 20-24-27-0000-00-009

**ADEQUATE PUBLIC FACILITIES AND RIGHT OF WAY AGREEMENT  
FOR VILLAGE I, SPRING GROVE - NORTHEAST PLANNED DEVELOPMENT  
(COUNTY ROAD 545)**

THIS ADEQUATE PUBLIC FACILITIES AND RIGHT OF WAY AGREEMENT FOR VILLAGE I, SPRING GROVE – NORTHEAST PLANNED DEVELOPMENT (COUNTY ROAD 545) (the “Agreement”), effective as of the latest date of execution (the “Effective Date”), is made and entered into by and among **SPRING GROVE, LLC**, an Indiana limited liability company, whose mailing address is 5956 Sherry Lane, Suite 1000, Dallas, Texas 75225 (“Spring Grove”), **COLUMNAR PARTNERSHIP HOLDING I, LLC**, an Indiana limited liability company, whose mailing address is 5956 Sherry Lane, Suite 1000, Dallas, Texas 75225 (“Columnar”) (collectively, “Owners”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“County”) (“Owners” and “County” collectively referred to herein as “Parties”).

**RECITALS:**

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

B. Columnar is the fee simple owner of certain real property located in Orange County, Florida, as more particularly described in Exhibit “C” and as shown on Exhibit “B” attached hereto and made a part hereof by this reference (the “School Site”) (the Spring Grove Property and the School Site are herein collectively referred to as the “PD Property”).

C. The PD Property, known as the Spring Grove- Northeast Planned Development (“Northeast PD”) is identified on the Orange County Comprehensive Plan 2030 (the “Comprehensive Plan”) Future Land Use map with the “Village” land use designation and constitutes a portion of Village I, in Horizon West, as same is described and depicted in the Village I Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the “BCC”) on June 10, 2008 (the “Village I SAP”).

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

D. The Northeast PD has relied on the prior approvals of the Horizon West Study and the Village I SAP, and on the Village I SAP approvals and studies included in the SAP.

E. The Village I SAP contemplates certain residential and public facility uses within the PD Property.

F. Owners desire to develop the PD Property in accordance with the Northeast PD LUP, submitted by Owners to County, and with the PD zoning application on file with County (the "Project").

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

H. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that Owners enter into a developer's agreement identifying required adequate public facilities within the development and addressing the conveyance to the County of such adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in such agreement pursuant to Section 30-714(c).

I. The Parties have agreed that this Agreement constitutes the aforementioned developer's agreement referenced in Division 2 of the APF/TDR Ordinance and addresses conveyance of (i) the road rights-of-way necessary to serve development with connections to an arterial roadway, as reflected on the PD Land Use Plan (the "APF Roads"); (ii) a middle school site (the "School Site"); (iii) a site for a water facility designated as a Utility Tract (the "APF Utility Tract"); and (iv) an access and utility easement or tract connection (the "Access / Utility Conveyance") necessary to serve the APF Utility Tract.

J. If Owners are unable to convey sufficient adequate public facilities lands to County, the APF/TDR Ordinance, at Sections 30-712(b) and 30-714(d), states that Owners may make payment of an adequate public facility lands fee to County. Additionally, the APF/TDR

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Ordinance, at Section 30-714(g), allows for application of APF acreage credits to satisfy an APF deficit.

K. It is the intent of the Parties that County will consider approval of Northeast PD with its consideration of this Agreement.

L. The PD Property contains approximately 60.80 acres of net developable land, and both the Village I SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of public facilities acreage for every 7.25 acres of net developable land (the "APF Ratio").

M. When applied to the PD Property, the APF Ratio requires approximately 8.39 acres of public facilities lands.

N. As shown on the PD Land Use Plan for the Northeast PD, and as described in this Agreement, Owners are providing 27.76 acre(s) of adequate public facilities land (the "APF Land") to County [(consisting of approximately 2.76 acres for APF Roads, excluding existing ROW, approximately 25.00 acres for the School Site (which includes a .52 acre future right-of-way dedication to C.R. 545)], and approximately 2.0 acres for an APF Utility Tract, thereby satisfying the APF Ratio requirements for the Northeast PD creating an APF surplus of 19.37 acres. A legal description and sketch of legal description for the APF Land (road and school), except for the APF Utility Tract, which is to be identified pursuant to Section 2(c) below, is attached hereto collectively as Exhibit "D" and made a part hereof by this reference.

O. Owners are willing to convey to County certain portions of the Property for County Road 545 to satisfy APF requirements and in return for credits against transportation impact fees to be paid in the future in connection with the Project.

P. The County Engineer has declared County Road 545 to be impact fee eligible.

Q. The APF/TDR Ordinance provides that impact fee credits for APF Lands conveyed to County shall be granted in accordance with Chapter 23 of the Orange County Code.

R. County and Owners desire to set forth certain terms, conditions, and agreements between the Parties as to the conveyance of such APF Land to County.

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

#### AGREEMENT

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

2. Conveyance of APF Land by Owners. Owners shall convey the APF Lands as follows:

- a) APF Road. Right(s)-of-way for the following transportation improvement /road (depicted as APF Road ROW on the Northeast PD Land Use Plan) (collectively the "APF Road ROW"):

C.R. 545

Approximately 2.76 acres

It is contemplated that wider right(s)- of- way may be required in some locations, such as at intersections, to facilitate traffic movement. The need for any temporary construction easements will be addressed with the PSP/DP submittal.

b) School Site. Owners desire to convey, and County agrees to accept, land for the School Site as follows:

Middle School Site (identified as Parcel 28 on the PD Land Use Plan).

Approximately 25.0 acres (including a .52 acre future right-of-way dedication for C.R. 545)

c) APF Utility Tract. Owners desire to convey, and County agrees to accept, land for the APF Utility Tract as follows:

A two acre APF tract with a minimum width of 150 feet for a water facility within Village I near Village I's southern boundary shall be identified prior to the approval of the first Preliminary Subdivision Plan within Village I and dedicated to the County prior to approval of the first construction plan set within Village I. The tract shall be located no more than 1,000 feet from Avalon Road with a minimum 30-foot wide utility access easement or tract connection ("Access/Utility Conveyance") to public right-of-way.

The legal description for the APF Utility Tract will be finalized when final engineering work is performed for the portion of Village I in which the APF Utility Tract is located. Conveyance of the APF Utility Tract may be by deed or plat as provided below. Prior to

{34977246;7}

conveyance, Owners agree to take whatever actions may be needed to ensure that all portions of the APF Utility Tract and Access/Utility Conveyance are located outside of jurisdictional wetland areas and above the 100-year flood elevation. The Access/Utility Conveyance will include a preliminary legal description that is likely to change when final engineering work is performed for the portion of the Village I SAP in which the APF Utility Tract is located. At Owners' election, and with the County's approval, including that of the Orange County Utilities Department, the Owners may provide permanent access and utility rights to the APF Utility Tract by a platted easement or by separate easement instrument at the time the APF Utility Tract is conveyed to the County.

3. APF Surplus. The Village I APF Ratio requires that Owners convey to County approximately 8.39 acres of APF Lands. This Agreement provides for conveyance of approximately 27.76 acres of APF Lands, thereby creating a 19.37 acre APF surplus.

4. APF Acreage Credit Surplus. County hereby acknowledges that the aforementioned APF surplus will result in APF acreage credit equivalent to 19.37 acres of APF Lands, which APF acreage credit may be sold and/or assigned by Owners to other owners within Village I who do not have sufficient land within the boundaries of their PD(s) to satisfy the APF Ratio requirements. Such APF acreage credit may only be used within Village I.

5. Conveyance Procedure.

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

b) *School Site.* The School Site shall be conveyed to the County by general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any, not later than six (6) months following Owners' receipt of a written notice from the County or the School Board that the School Site is required for construction of a school. If a school site has been conveyed that is subsequently determined by the School Board not to be needed for school purposes, the School Board shall give notice to the County and the

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Owners, and the particular school site shall be conveyed back to the Owners, and any school impact fee credits that may have been granted for that school site shall either be (i) deducted from Owners' School Impact Fee credit account or (ii) in the event there are insufficient credits in the Owners' School Impact Fee credit account, Owners shall reimburse the deficit amount.

c) *Utility Tract.* The APF Utility Tract shall be conveyed to the County by general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any, prior to approval of the first construction plan set within Village I. Conveyance of the Access/Utility Conveyance shall occur at the same time as conveyance of the APF Utility Tract. Conveyance of APF Land by deed or easement shall be in accordance with the process described in this Agreement. Conveyance of APF Land by plat shall be in accordance with the County's platting process.

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

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

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

g) *Value of APF Lands and Entitlement to Impact Fee Credits.* The APF/TDR Ordinance contemplates the Owners' entitlement to obtain impact fee credits for certain APF Land conveyances, in accordance with Chapter 23 of the Orange County Code (the "Impact Fee Ordinance"). The Owners are entitled to obtain transportation impact fee credits at the rate of {34977246;7}

\$22,500 per acre for conveyance of the APF Road ROW. Owners shall be entitled to obtain school impact fee credits for the conveyance of the School Site in accordance with the applicable provisions of this Agreement and Chapter 23 of the Orange County Code. Any impact fee credits for APF Lands that are awarded by the County may be assigned, sold, or transferred pursuant to County Code.

6. Refinement of Size and Location of APF Lands. The size and location of all APF Land as depicted on the Master PD Land Use Plan are approximate, although the final size and location shall be substantially similar to that shown on the Northeast PD Land Use Plan. The dimensions and locations for a particular component of the APF Land shall be finalized by County and Owners prior to County approval of the Preliminary Subdivision Plan or Development Plan ("PSP/DP") that includes the particular APF Land, and shall be in full compliance with this Agreement. County and Owners agree that the legal descriptions used to convey the APF Land to County may be revised based upon final engineering.

7. Schedule for Conveyance of APF Land and Access/Utility Easement to County. As an alternative to conveyance prior to or in connection with Planned Development approval, Owners have elected to convey at a later time, as contemplated by Sec. 30-714 of the APF/TDR Ordinance. The Parties agree that, prior to conveyance to County for its intended purpose, Owners shall have the reasonable right to grade and to import or export fill material upon the APF Land, subject to and in accordance with an approved grading permit and/or excavation fill permit. Further, Owners agree to relinquish control of the APF Land and convey such APF Land to County, upon demand by County, upon sixty (60) days notice. Owners acknowledge and agree that any development in connection with the PD Property shall not proceed beyond five percent (5%) of the PD Property's entitlements prior to such conveyance and payment of any APF fee in lieu of conveyance. For purposes of this Agreement, the Parties agree that 5% of development is defined as 38 single family residential units (attached or detached).

8. Indemnification. With respect to the APF Land, Owners shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of its officers and employees and agrees to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, Owners shall indemnify and hold harmless County, its officers, agents, and employees from and against any all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Owners, its agents, and/or representatives, arising out of its activities related to the APF Land. In addition, without limiting the foregoing, in the event that

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any act or omission of Owners, its agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law, Owners shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and expenses expended by County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Owners shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of Owners' activities related to the APF Land.

In the event that any of the above occurs, County may refuse to accept conveyance of the APF Land and Owners may be required to pay an APF fee in lieu of conveyance or to convey alternative adequate public facilities lands acceptable to County. Notwithstanding anything seemingly to the contrary above, the Parties acknowledge and agree that satisfaction of Owners' APF obligations must take place prior to County approval of the initial plat for the PD Property.

9. Award of Impact Fee Credits. Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 5, and upon approval and acceptance of the General Warranty Deed or in the case of conveyance by plat dedication, County's acceptance of the plat dedication, County shall credit on its books to the account of Owners, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of impact fee credits to which Owners are entitled for each type of dedication under the Impact Fee Ordinance, including, but not limited to, transportation impact fee credits. Such transportation impact fee credits may only be used in transportation impact fee Zone 4. Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owners, County shall deduct such amounts payable from Owners' account that is applicable to a particular impact fee payment. For example, park impact fee credits may only be used to satisfy obligations for the payment of park impact fees, and school impact fee credits may only be used to satisfy obligations for payment of school impact fees. For purposes of determining the valuation of the land for the School Site, the value shall be, at a minimum, \$10,000 per acre; provided, however, that the value of the School Site may be increased to \$22,500 per acre if the Owner satisfies the following conditions prior to or after conveyance of such parcel to the County:

- (i) potable water and sanitary sewer lines of adequate capacity are extended to the boundary of the applicable school site;

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(ii) the master drainage system for the PD is designed and constructed to serve the applicable school site;

(iii) the school site shall be directly served by a public road contiguous thereto; and

(iv) the school site is developed and filled to buildable grade.

For purposes of the foregoing, County shall make deductions from Owners' account from time to time only upon receipt of written direction from Owners (or from such person or entity to whom Owners expressly may assign this authority, in writing, in the future) to effect the particular deduction. Nothing herein shall prevent Owners from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

10. Utilities. This agreement does not address utility requirements other than the dedication of the APF Utility Tract, as discussed herein. Owners shall coordinate with the County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

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

12. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owners' transportation impact fee account shall remain with Owners unless expressly assigned in writing to another by Owners.

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

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

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

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

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

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

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

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

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

16. Agricultural Exemptions. Nothing in this Agreement shall be construed to adversely affect agriculture exemptions for the PD Property.

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

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

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

County: Orange County, Florida, c/o County Administrator  
Post Office Box 1393  
Orlando, Florida 32802-1393  
Telephone: 407. 836.7370

With copies to: Orange County Community, Environmental,  
and Development Services Department  
Manager, Planning Division  
Post Office Box 1393  
Orlando, Florida 32802-1393  
Telephone: 407.836.5600

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

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Telephone: 407.836.8070

Owners: Spring Grove, LLC  
Columnar Partnership Holding I, LLC  
835 N. Congress Ave.  
Evansville, Indiana 47715  
Telephone: 407.832.4304

With a copy to: Akerman LLP  
420 South Orange Avenue  
Suite 1200  
Orlando, Florida 32801-4904  
Attn: Heather M. Himes, Esq.  
Telephone: 407.423.4000

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

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

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

23. Survival. The obligations of this Agreement shall survive the conveyance of the APF Land to County.

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

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

26. Counterparts. This Agreement may be executed in up to three (3) counterparts, both of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing either such counterpart.

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

[Signatures appear on the following pages.]



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

**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: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

SPRING GROVE, LLC, a Delaware limited  
liability company

By: CH II SPRING GROVE, LLC,  
a Delaware limited liability company,  
its Manager

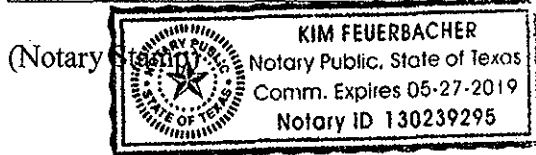
By: [Signature]  
Daniel A. Traylor, Manager

Date: 6/1/16

[Signature]  
Printed Name: Angela Snidow  
[Signature]  
Printed Name: RYAN BEKKIE

STATE OF TEXAS  
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 1 day of June,  
2016, by Daniel A. Traylor, as Manager of CH II SPRING GROVE, LLC, a Delaware limited  
liability company, the Manager of SPRING GROVE, LLC, a Delaware limited liability company,  
on behalf of such company, who ☒ is personally known to me or ☐ has produced  
as identification.



Commission Expires: May 27, 2019

[Signature]  
Signature of Notary Public  
Print Name: Kim Feuerbacher  
Notary Public, State of TEXAS

Signed, sealed and delivered  
in the presence of:

Angela Snidow

Printed Name: Angela Snidow

Ryan Berke

Printed Name: RYAN BERKE

**COLUMNAR PARTNERSHIP HOLDING I,  
LLC**, an Indiana limited liability company

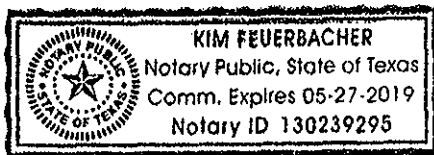
By: Daniel A. Traylor  
Daniel A. Traylor, President

Date: 6/1/16

STATE OF Texas  
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 1 day of June, 2016, by Daniel A. Traylor, as President of **COLUMNAR PARTNERSHIP HOLDING I, LLC**, an Indiana limited liability company, on behalf of such company, who [☒] is personally known to me or [☐] has produced \_\_\_\_\_ as identification.

(Notary Stamp)



Kim Feuerbacher  
Signature of Notary Public  
Print Name: Kim Feuerbacher  
Notary Public, State of Texas  
Commission Expires: May 27, 2019

Exhibit "A"

**Legal Description and Sketch of  
Description for the Spring Grove Property**

[See attached 6 page(s)]

### LEGAL DESCRIPTION:

PARCEL D: NO. 2: THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, EAST OF STATE ROAD NO. 545 IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

AND

PARCEL D: NO. 3A: THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF STATE ROAD 545, AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE WEST 1/2 OF THE SOUTHWEST 1/4 LYING EAST OF STATE ROAD NO. 545, ALL IN SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

### LESS AND EXCEPT:

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 00°32'15" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 722.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°32'15" WEST, ALONG SAID EAST LINE, A DISTANCE OF 611.52 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°58'44" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2068.83 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (STATE ROAD 545, A 66.00 FOOT WIDE RIGHT-OF-WAY PER ORANGE COUNTY PUBLIC WORKS RIGHT-OF-WAY MAP, CONTRACT NO. YA-903A BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. UNDER PROJECT NO. 70109); THENCE RUN NORTH 43°33'32" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 843.54 FEET; THENCE RUN SOUTH 89°58'44" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1493.28 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 00°32'15" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 722.64 FEET; THENCE RUN NORTH 89°58'44" WEST, A DISTANCE OF 1493.28 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (STATE ROAD 545, A 66.00 FOOT WIDE RIGHT-OF-WAY PER ORANGE COUNTY PUBLIC WORKS RIGHT-OF-WAY MAP, CONTRACT NO. YA-903A BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. UNDER PROJECT NO. 70109); THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE; RUN NORTH 43°33'32" EAST, A DISTANCE OF 70.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 987.93 FEET, A CENTRAL ANGLE OF 54°56'47", A CHORD BEARING OF NORTH 16°05'09" EAST AND A CHORD DISTANCE OF 911.53 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 947.42 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 11°23'15" WEST, A DISTANCE OF 2489.30 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°57'02" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST, A DISTANCE OF 716.53 FEET TO THE NORTHEAST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°26'16" WEST, ALONG THE EAST LINE OF SAID WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1324.55 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 89°52'58" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 989.78 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°15'05" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1323.35 FEET TO THE POINT OF BEGINNING.

SAID TOTAL LANDS CONTAINING 4,486,953 SQUARE FEET (103.01 ACRES) MORE OR LESS.

### SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AND DERIVING A BEARING OF NORTH 11°23'15" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (STATE ROAD 545).
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

*William D. Donley*  
WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381

01/07/16  
DATE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 6

(SEE SHEETS 3 THROUGH 6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

SPRING GROVE PROPERTY

SECTION 17 AND 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

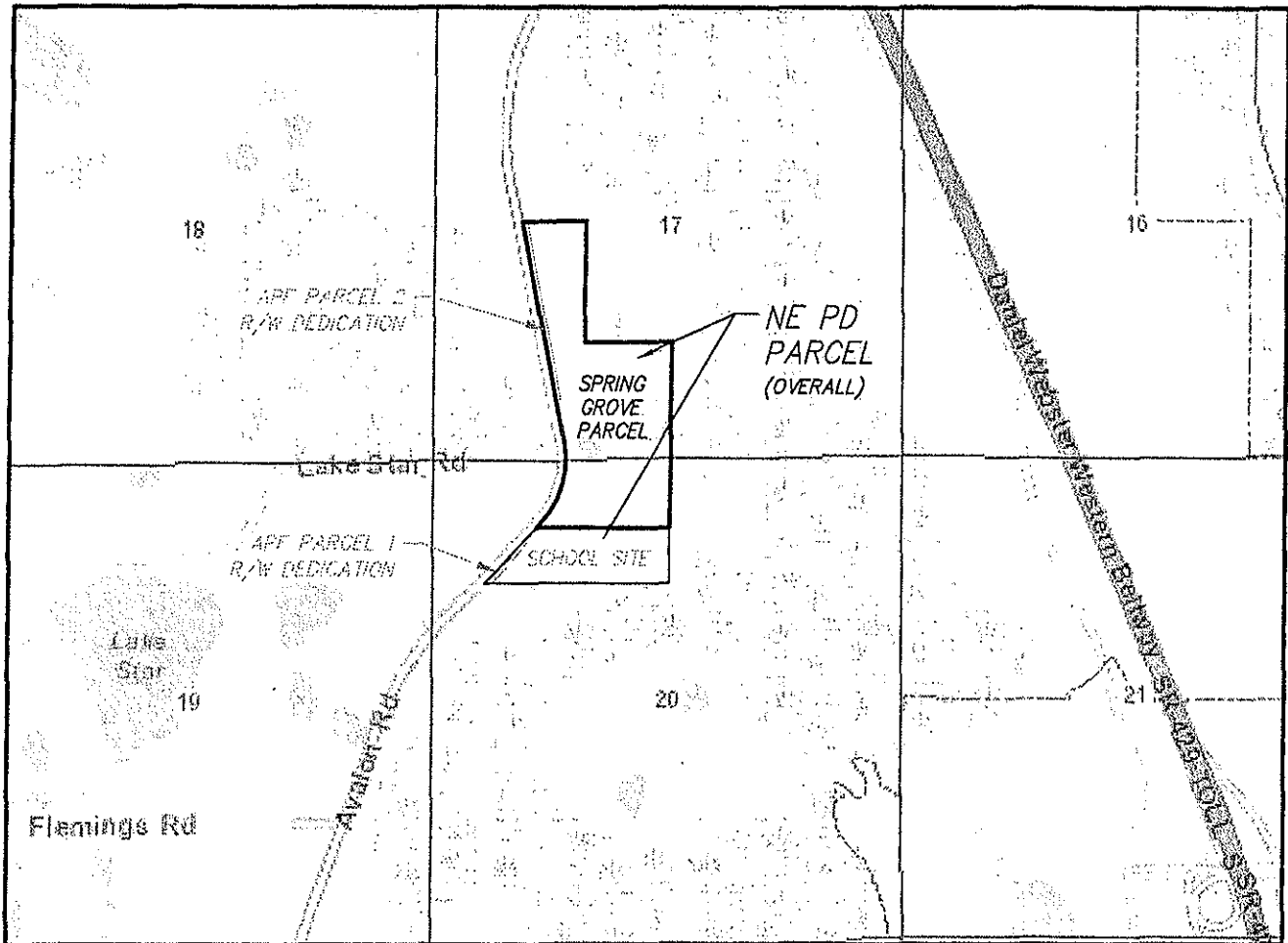
PREPARED FOR:

COLUMNAR PARTNERSHIP  
HOLDING I, LLC

DATE: 10/21/15  
REV DATE:  
SCALE 1" = N/A

PROJ: 50066648  
DRAWN BY: TRC  
CHECKED BY: WDD

Drawing name: C:\Spring Grove\_Columnar Development\DWG-Land\DT SURFSKETCH\_NE PD LESS SCHOOL SITE.dwg DEW desc. & sketch Jan 08, 2016 5:30pm by kspomons



VICINITY MAP: NOT TO SCALE

SHEET 2 OF 6

(SEE SHEETS 3 THROUGH 6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

SPRING GROVE PROPERTY

SECTION 17 & 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

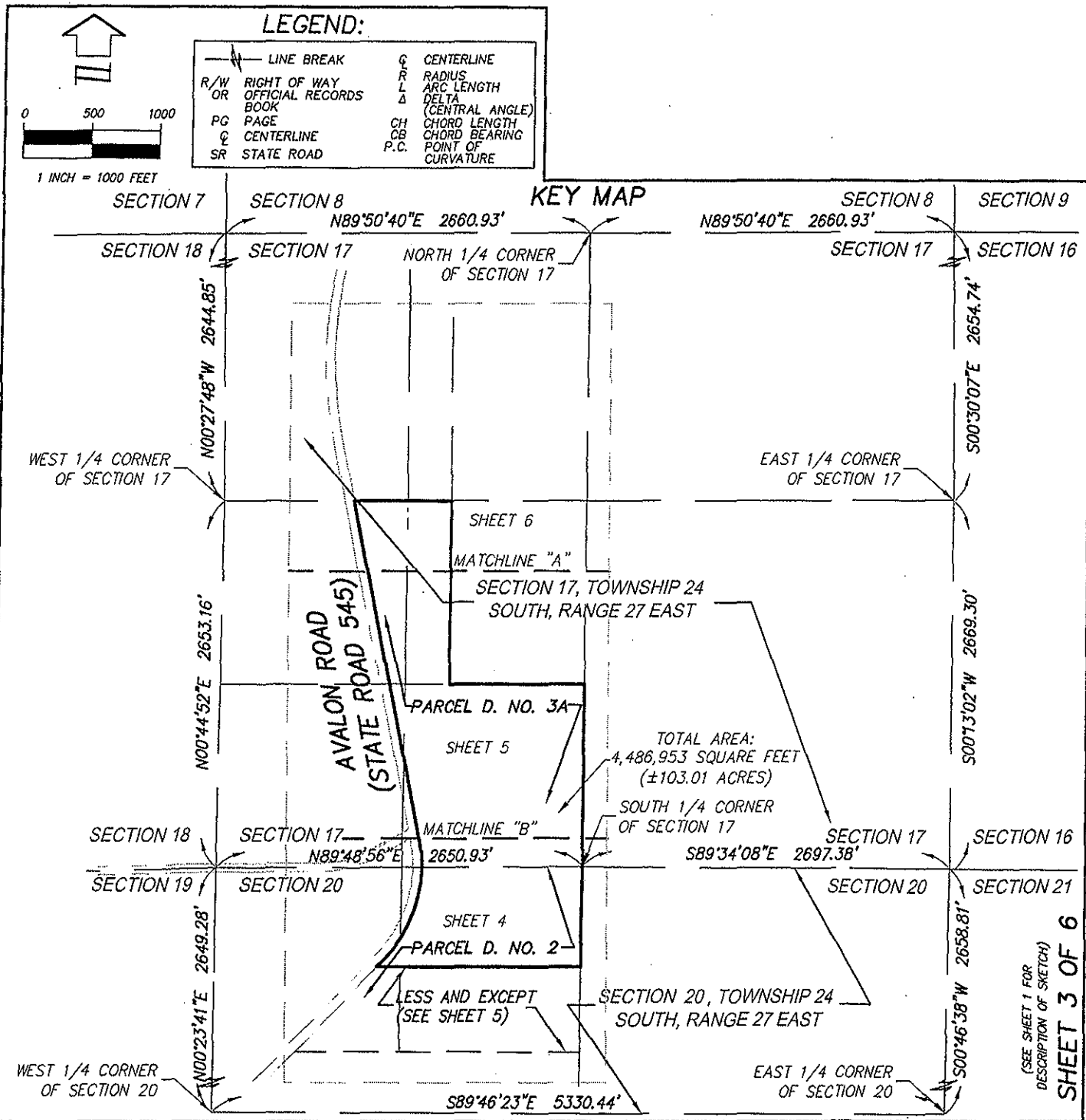
PREPARED FOR:

**COLUMNAR PARTNERSHIP  
HOLDING I, LLC**

DATE: 10/21/15  
REV DATE:  
SCALE 1" = N/A

PROJ: 50060780  
DRAWN BY: MRP  
CHECKED BY: HDD

Drawing name: C:\Spring Grove\_Columbar Development\DWG-Land\T\SURSKETCH\ME PD LESS SCHOOL SITE.dwg DEW des. & sketch Jan 08, 2016 5:31pm by: kgoemans



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION  
 —OF—  
 SPRING GROVE PROPERTY

SECTION 17 AND 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE

ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104

WWW.DEWBERRY.COM

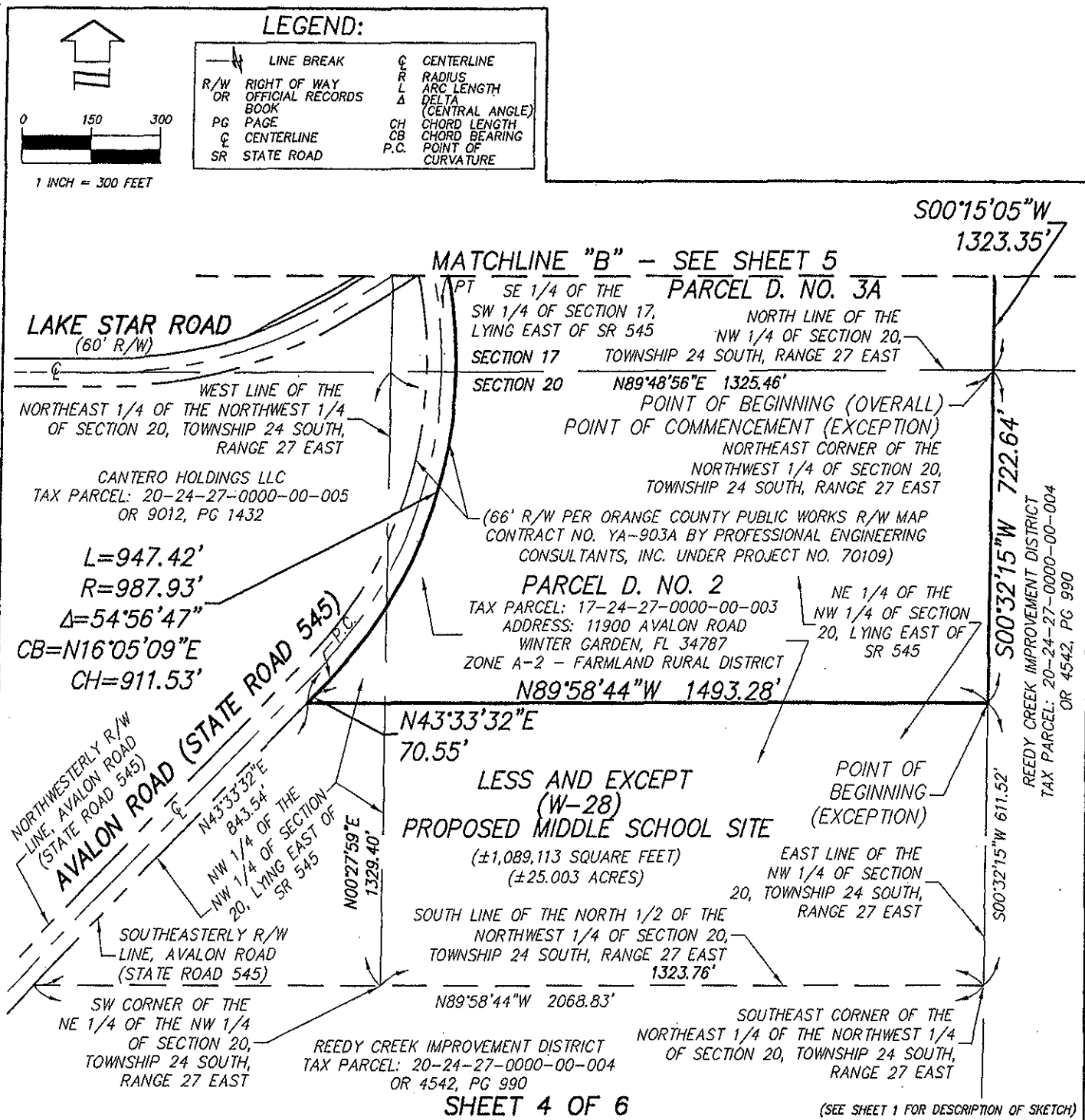
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**COLUMNAR PARTNERSHIP  
 HOLDING I, LLC**

DATE: 10/21/15  
 REV DATE:  
 SCALE 1" = 1000'

PROJ: 50066648  
 DRAWN BY: TRC  
 CHECKED BY: WDD



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION  
-OF-  
SPRING GROVE PROPERTY

SECTION 17 AND 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST



# Dewberry

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

COLUMNAR PARTNERSHIP  
HOLDING I, LLC

HOLDING I, LLC

DATE: 10/21/15  
REV DATE:  
SCALE 1" = 300'

REV DATE:

SCALE 1" = 300'

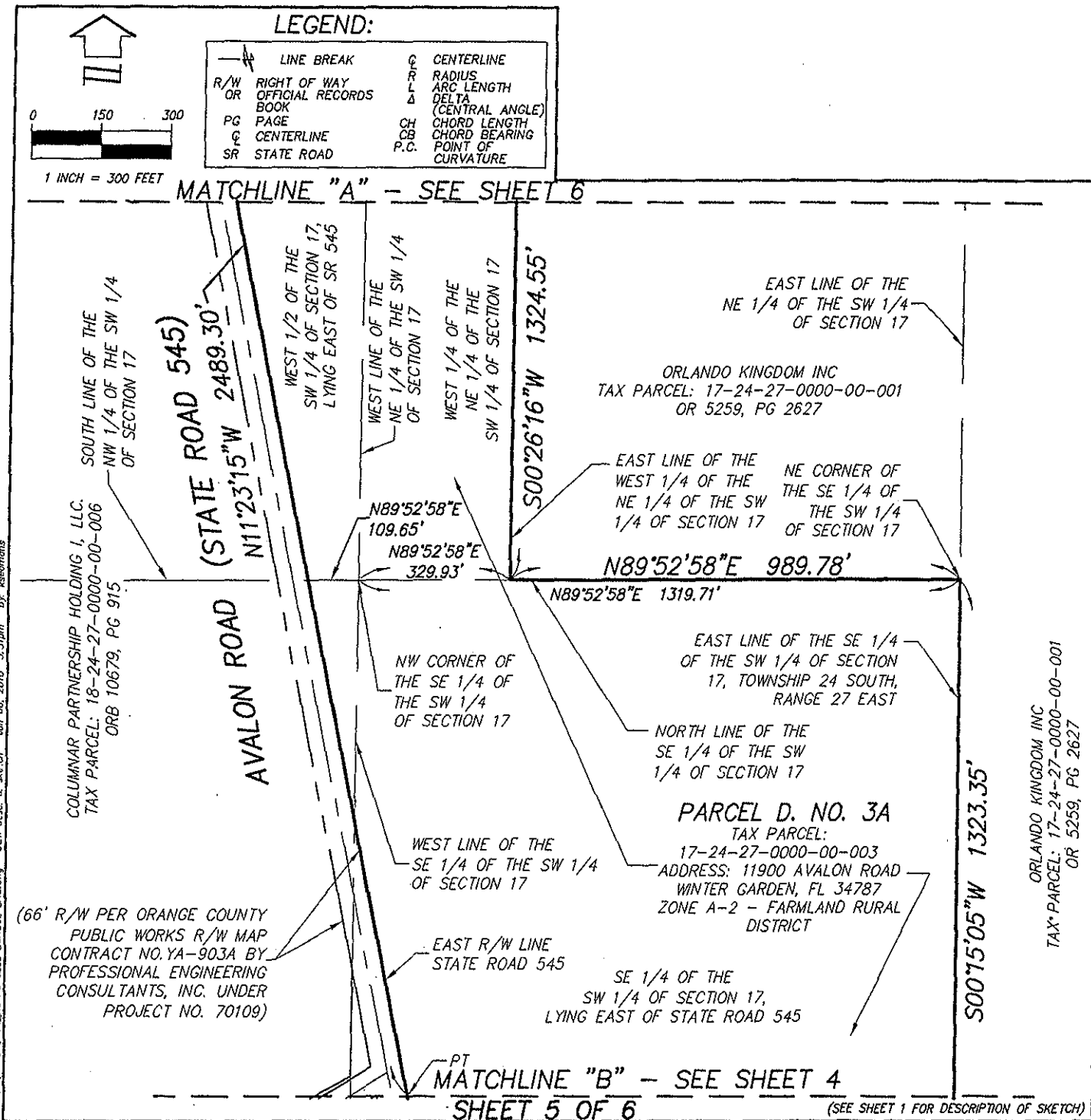
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DRAWN BY: TRC  
CHECKED BY: WDD

CHECKED BY: WDD

110



Drawing name: C:\Spring Grove\_Columar Development\DWG-Land\T\SURSKETCH\_NE PD LESS SCHOOL SITE.dwg DEW desc. & skt'ch Jun 08, 2016 5:31pm by kasmans



SKETCH OF DESCRIPTION  
-OF-  
SPRING GROVE PROPERTY

SECTION 17 AND 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

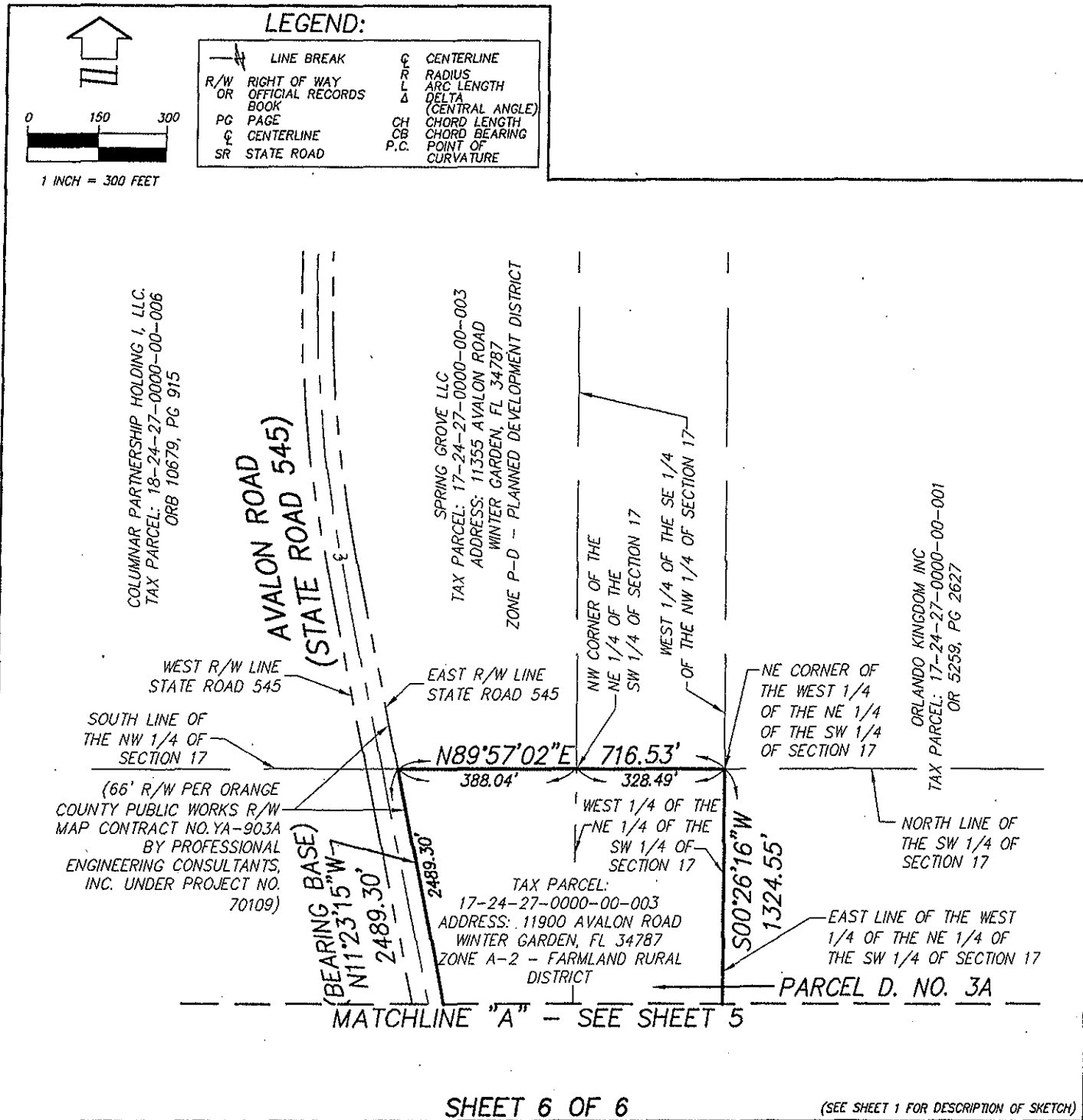
PREPARED FOR:

**COLUMNAR PARTNERSHIP  
HOLDING I, LLC**

DATE: 10/21/15  
REV DATE:  
SCALE 1" = 300'

PROJ: 50066648  
DRAWN BY: TRC  
CHECKED BY: WDD

Drawing name: C:\Spring Grove-Columnar Development\DWG-Layout\SURSKETCH\_NE\_FD\_LESS\_SCHOOL\_SITE.dwg DEW desc. & sketch Jan 08, 2016 5:32pm by: ksoomons



SKETCH OF DESCRIPTION  
—OF—  
SPRING GROVE PROPERTY

SECTION 17 AND 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

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ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

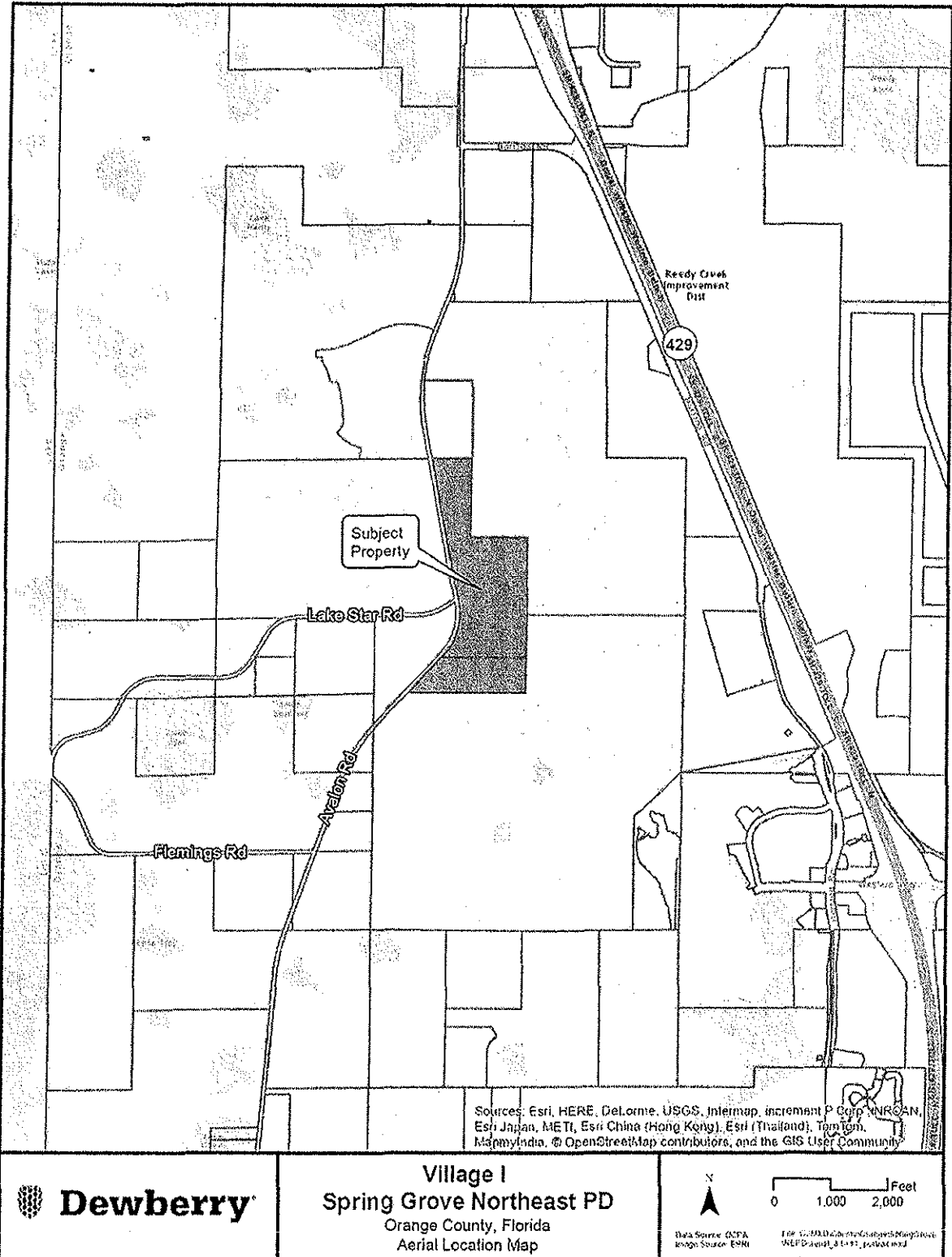
COLUMNAR PARTNERSHIP  
HOLDING I, LLC

DATE: 10/21/15  
REV DATE:  
SCALE 1" = 300'

PROJ: 50066648  
DRAWN BY: TRC  
CHECKED BY: HDD

Exhibit "B"  
Project Area Location Map

[See attached 1 page(s)]



**Exhibit "C"**

**Legal Description and Sketch of  
Description for the School Site**

[See attached 3 page(s)]

### LEGAL DESCRIPTION: (SCHOOL SITE)

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 00°32'15" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 722.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°32'15" WEST, ALONG SAID EAST LINE, A DISTANCE OF 611.52 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°58'44" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2068.83 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (STATE ROAD 545, A 66.00 FOOT WIDE RIGHT-OF-WAY PER ORANGE COUNTY PUBLIC WORKS RIGHT-OF-WAY MAP, CONTRACT NO. YA-903A BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. UNDER PROJECT NO. 70109); THENCE RUN NORTH 43°33'32" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 843.54 FEET; THENCE RUN SOUTH 89°58'44" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1493.28 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1,089,113 SQUARE FEET (25.003 ACRES) MORE OR LESS.

### SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF NORTH 89°48'56" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

*William D. Donley*  
WILLIAM D. DONLEY

01/07/16  
DATE

PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

SCHOOL SITE

SECTION 17 & 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

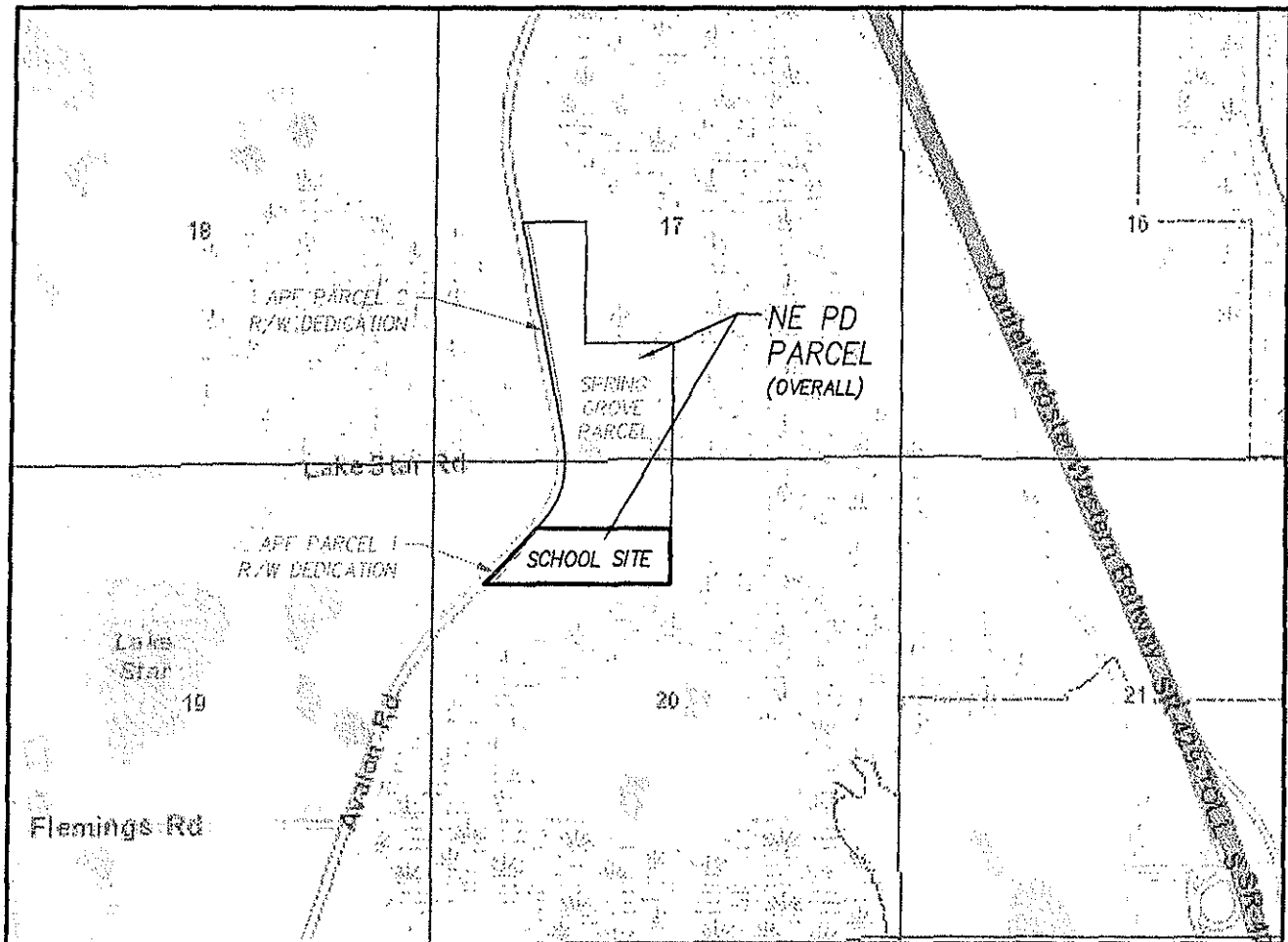
PREPARED FOR:

COLUMNAR PARTNERSHIP  
HOLDING I, LLC

DATE: 10/21/15  
REV DATE:  
SCALE 1" = N/A

PROJ: 50060780  
DRAWN BY: MRP  
CHECKED BY: YDD

Drawing name: C:\Spring Grove\_Columnar Development\DWG-LandOT\Spring Groves\_NE PD and APF\_sursketch.dwg Jan 08, 2016 5:25pm by: kseemans SCHOOL SITE



VICINITY MAP: NOT TO SCALE

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—  
SCHOOL SITE

SECTION 17 & 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



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ORLANDO, FLORIDA 32801

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CERTIFICATE OF AUTHORIZATION No. LB 8011

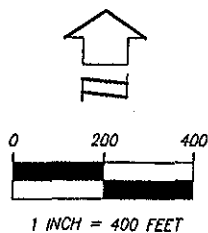
PREPARED FOR:

**COLUMNAR PARTNERSHIP  
HOLDING I, LLC**

DATE: 10/21/15  
REV DATE:  
SCALE 1" = N/A

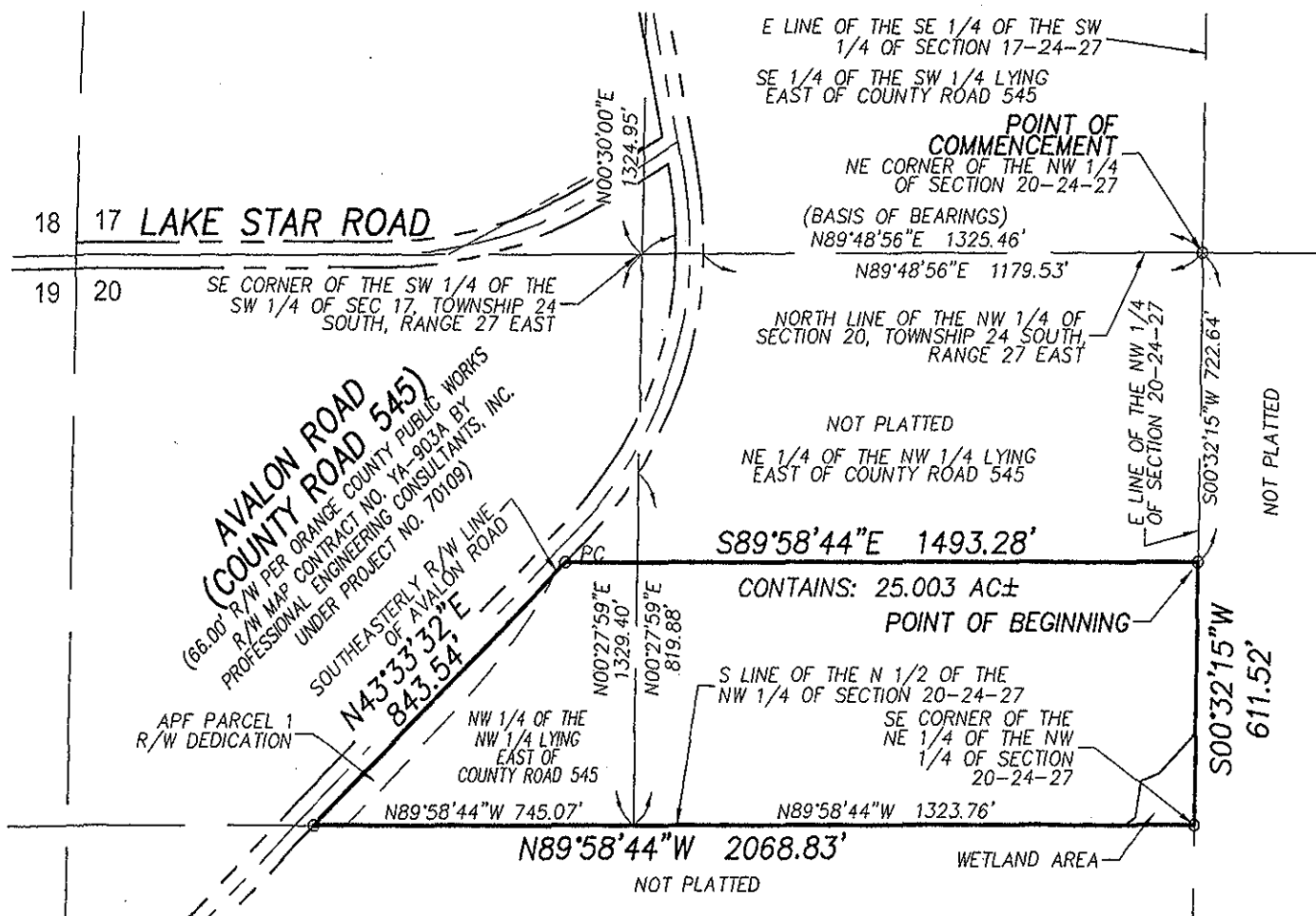
PROJ: 50060780  
DRAWN BY: MRP  
CHECKED BY: WDD

Drawing name: C:\Spring Grove\_Columnar Development\DWG-Land\Spring Groves\_NE PD and APF\_sureSketch.dwg SCH00L SITE Jan 08, 2016 5:26pm by: kscorrons



# LEGEND:

— —	LINE BREAK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
OR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
AC±	ACRES MORE OR LESS
OCPW	ORANGE COUNTY PUBLIC WORKS
○	CHANGE IN DIRECTION NOTHING



SHEET 3 OF 3

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

SCHOOL SITE

SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

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ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**COLUMNAR PARTNERSHIP  
HOLDING I, LLC**

DATE: 10/21/15  
REV DATE:  
SCALE 1" = 400'

PROJ: 50060780  
DRAWN BY: MRP  
CHECKED BY: WDD



**Exhibit "D"**  
**Legal Description and Sketch of**  
**Description for the APF Land (less APF Utility Tract)**

[See attached 7 page(s)]

LEGAL DESCRIPTION: (APF PARCEL 1 R/W DEDICATION)

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN S89°48'56"W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 1179.53 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (COUNTY ROAD 545), HAVING A 66.00 FOOT RIGHT-OF-WAY ACCORDING TO ORANGE COUNTY PUBLIC WORKS RIGHT-OF-WAY MAP CONTRACT NUMBER YA-903A BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. UNDER PROJECT NUMBER 70109; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 987.93 FEET, A CENTRAL ANGLE OF 42°46'04", A CHORD BEARING OF S22°10'30"W AND A CHORD DISTANCE OF 720.43 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 737.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S43°33'22"W, A DISTANCE OF 94.48 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2143.00 FEET, A CENTRAL ANGLE OF 12°53'23", A CHORD BEARING OF S37°06'51"W AND A CHORD DISTANCE OF 481.09 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 482.10 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING A POINT ON A LINE LYING 54.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (COUNTY ROAD 545); THENCE S43°33'32"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 290.26 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE N89°58'44"W, ALONG SAID SOUTH LINE, A DISTANCE OF 74.49 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (STATE ROAD 545); THENCE N43°33'32"E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 819.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 34,313 SQUARE FEET (0.788 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AS BEING S89°48'56"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

*William D. Donley*  
WILLIAM D. DONLEY

01/07/16

DATE

PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 7

(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

APF PARCELS 1 & 2  
R/W DEDICATION

SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

COLUMNAR PARTNERSHIP  
HOLDING I, LLC

DATE: 10/21/15  
REV DATE:  
SCALE 1" = N/A

PROJ: 50071589  
DRAWN BY: LAT  
CHECKED BY: WDD

LEGAL DESCRIPTION: (APF PARCEL 2 R/W DEDICATION)

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN S89°48'56"W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1179.53 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (COUNTY ROAD 545), HAVING A 66.00 FOOT RIGHT-OF-WAY ACCORDING TO ORANGE COUNTY PUBLIC WORKS RIGHT-OF-WAY MAP CONTRACT NUMBER YA-903A BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. UNDER PROJECT NUMBER 70109; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 987.93 FEET, A CENTRAL ANGLE OF 12°10'43", A CHORD BEARING OF N05°17'53"W AND A CHORD DISTANCE OF 209.60 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 209.99 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N11°23'15"W, A DISTANCE OF 96.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, N11°23'15"W, A DISTANCE OF 2394.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N89°57'02"E, ALONG SAID NORTH LINE, A DISTANCE OF 55.07 FEET TO A POINT ON A LINE LYING 54.00 FEET EASTERLY OF AND PARALLEL WITH THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (COUNTY ROAD 545); THENCE S11°23'15"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 1905.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2143.00 FEET, A CENTRAL ANGLE OF 12°53'23", A CHORD BEARING OF S04°56'34"E AND A CHORD DISTANCE OF 481.09 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 482.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 120,467 SQUARE FEET (2.766 ACRES) MORE OR LESS.

SHEET 2 OF 7

(SEE SHEETS 5-7 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

APF PARCELS 1 & 2  
R/W DEDICATION

SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

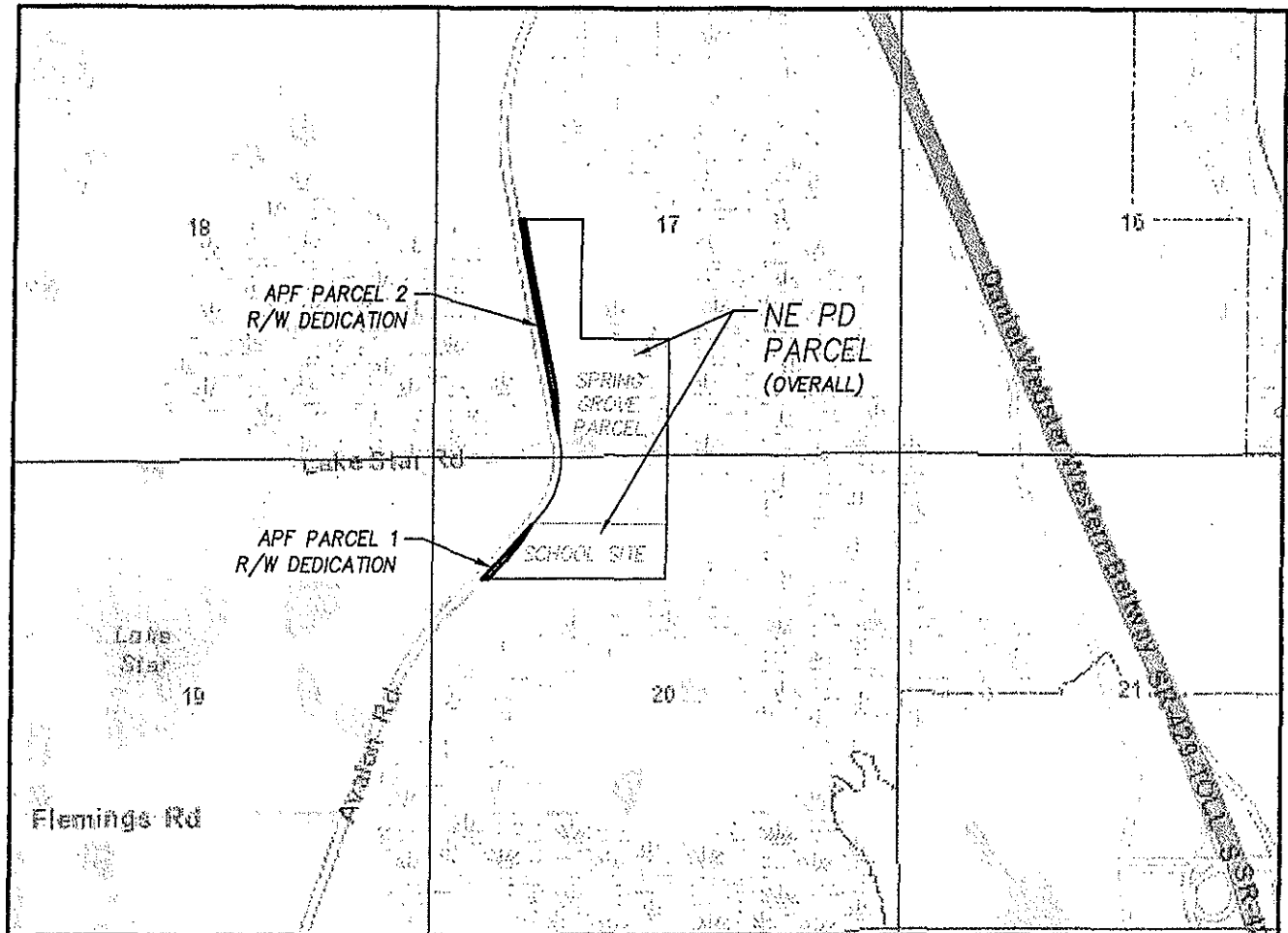
PREPARED FOR:

COLUMNAR PARTNERSHIP  
HOLDING I, LLC

DATE: 10/21/15  
REV DATE:  
SCALE 1" = N/A

PROJ: 50071589  
DRAWN BY: LAT  
CHECKED BY: WDD

Drawing name: C:\Spring Grove\_Columnar Development\DWG-Long\Spring Groves\_NE PD and APF\_sursketch\_R/W.dwg APF DEDICATIONS Jan 08, 2016 5:18pm by: kseomons



VICINITY MAP: NOT TO SCALE

SHEET 3 OF 7

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

APF PARCELS 1 AND 2  
R/W DEDICATION

SECTION 17 & 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

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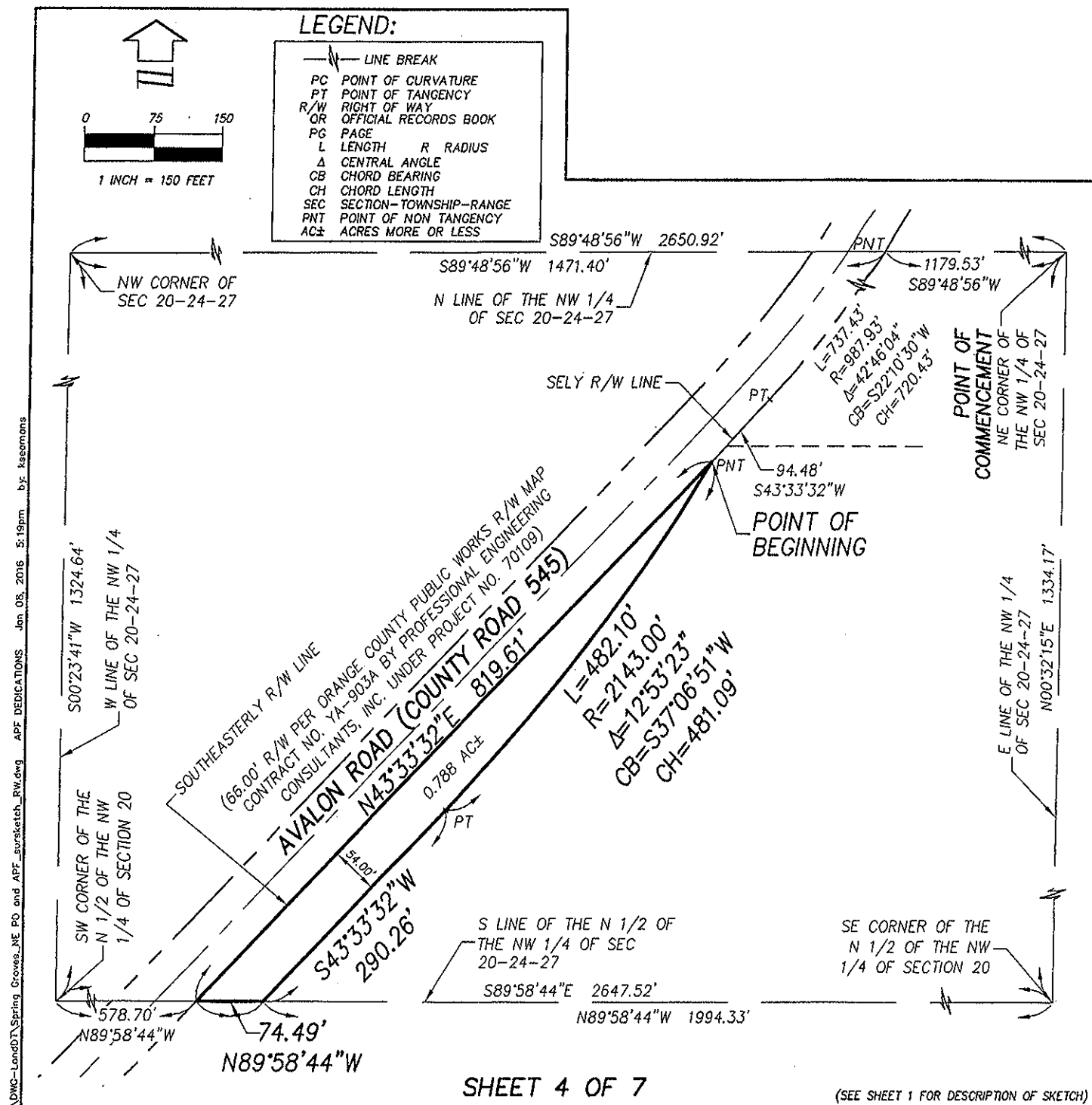
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**COLUMNAR PARTNERSHIP  
HOLDING I, LLC**

DATE: 10/21/15  
REV DATE:  
SCALE 1" = N/A

PROJ: 50060780  
DRAWN BY: MRP  
CHECKED BY: WDD



### SKETCH OF DESCRIPTION

-OF-

APF PARCELS 1 & 2  
R/W DEDICATION

SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



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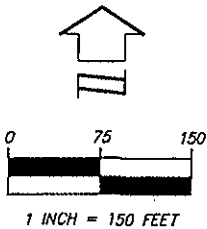
PREPARED FOR:

**COLUMNAR PARTNERSHIP  
HOLDING I, LLC**

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REV DATE:  
SCALE 1" = 150'

PROJ: 50071589  
DRAWN BY: LAT  
CHECKED BY: WDD

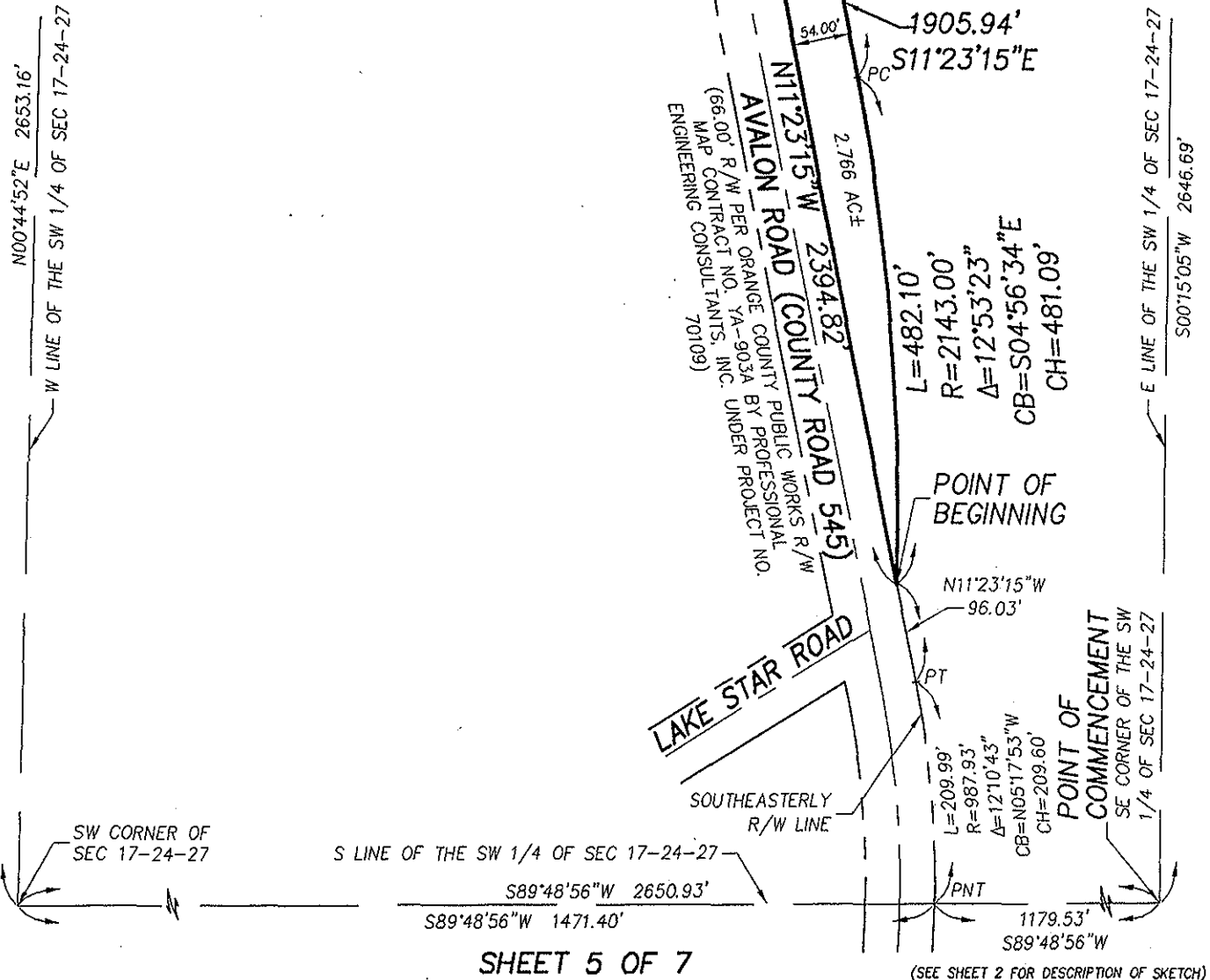
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- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- L LENGTH R RADIUS
- Δ CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD LENGTH
- SEC SECTION-TOWNSHIP-RANGE
- AC± ACRES MORE OR LESS

MATCHLINE-SEE SHEET 6



SHEET 5 OF 7

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

## SKETCH OF DESCRIPTION

-OF-  
APF PARCELS 1 & 2  
R/W DEDICATION

SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



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CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

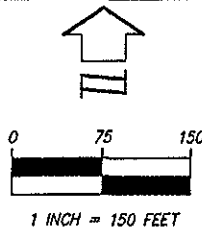
COLUMNAR PARTNERSHIP  
HOLDING I, LLC

DATE: 10/21/15  
REV DATE:  
SCALE 1" = 150'

PROJ: 50071589  
DRAWN BY: LAT  
CHECKED BY: WOD

# LEGEND:

— LINE BREAK  
 PC POINT OF CURVATURE  
 PT POINT OF TANGENCY  
 R/W RIGHT OF WAY  
 OR OFFICIAL RECORDS BOOK  
 PG PAGE  
 SEC SECTION—TOWNSHIP—RANGE  
 AC± ACRES MORE OR LESS



MATCHLINE—SEE SHEET 7

SOUTHEASTERLY  
 R/W LINE

N11°23'15"W 2394.82'

2.766 AC±

S11°23'15"E 1905.94'

54.00'

AVALON ROAD (COUNTY ROAD 545)  
 (66.00' R/W PER ORANGE COUNTY PUBLIC WORKS R/W  
 MAP CONTRACT NO. YA-903A BY PROFESSIONAL  
 ENGINEERING CONSULTANTS, INC. UNDER PROJECT NO.  
 70109)

E LINE OF THE SW 1/4 OF SEC 17-24-27  
 S00°15'05"W 2646.69'

N00°44'52"E 2653.16'  
 W LINE OF THE SW 1/4 OF SEC 17-24-27

MATCHLINE—SEE SHEET 5  
 SHEET 6 OF 7

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

## SKETCH OF DESCRIPTION

— OF —  
 APF PARCELS 1 & 2  
 R/W DEDICATION

SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



# Dewberry

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 ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104  
 WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

COLUMNAR PARTNERSHIP  
 HOLDING I, LLC

DATE: 10/21/15  
 REV DATE:  
 SCALE 1" = 150'

PROJ: 50071589  
 DRAWN BY: LAT  
 CHECKED BY: WDD







Interoffice Memorandum

AGENDA ITEM

June 24, 2016

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

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

SUBJECT: July 19, 2016 – Consent Item  
Adequate Public Facilities Agreement  
Wincey Groves PD

The Roadway Agreement Committee has reviewed an Adequate Public Facilities Agreement ("Agreement") between Hamlin Retail Partners West, LLC ("Owner") and Orange County for the dedication of right-of-way for New Independence Parkway Extension. Owner shall convey to Orange County a total of 7.56 acres of APF Land. The dedication of right-of-way shall serve to satisfy the Adequate Public Facilities requirement under the APF/TDR Ordinance which requires approximately 7.35 acres of public facilities lands to be provided from this property. An APF surplus in the amount of 0.21 acres will be available to the Owner. The Owner will also receive \$22,500 per acre for the conveyance of 7.56 acres of right-of-way for New Independence Parkway Extension for a total of \$170,100 in transportation impact fee credits.

The Roadway Agreement Committee approved the Right-of-Way Agreement on February 3, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

**ACTION REQUESTED:** Approval and execution of Adequate Public Facilities Agreement for Wincey Groves PD (New Independence Parkway Extension) by and between Hamlin Retail Partners West, LLC and Orange County for the conveyance of 7.56 acres of APF Land providing \$170,100 in Transportation Impact Fee Credits and for the APF Surplus of 0.21 acres of APF Land. District 1

JEH|HEGB:rep

Attachments

This instrument prepared by and  
after recording return to:  
James G. Willard, Esq.  
Shutts & Bowen, LLP  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801

Tax Parcel I.D. No(s): 19-23-27-0000-00-012

**ADEQUATE PUBLIC FACILITIES AGREEMENT  
FOR WINCEY GROVES PD**

**(New Independence Parkway Extension)**

**THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR WINCEY GROVES PD** (the “**Agreement**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between HAMLIN RETAIL PARTNERS WEST, LLC, a Florida limited liability company, whose mailing address is 7586 W. Sand Lake Road, Orlando, Florida 32819 (“**Owner**”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“**County**”).

**RECITALS:**

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

B. The PD Property is identified on the Orange County Comprehensive Plan 2010-2030 (the “**Comprehensive Plan**”) Future Land Use map with the “Village” land use designation and constitutes a portion of the Town Center in Horizon West, as same is described and depicted in the Town Center Specific Area Plan (“**Town Center SAP**”) approved by the Board of County Commissioners of Orange County, Florida (the “**BCC**”) on December 14, 2004.

C. The PD Property, known as the Wincey Groves Planned Development, is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan (“**CPP**”) amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995.

D. The Winkey Groves PD has relied on the prior approvals of the Horizon West Study and the Town Center SAP, and on the Town Center SAP approvals and studies included in the SAP.

E. The Town Center SAP contemplates residential uses within the PD Property.

F. OWNER desires to develop the PD Property in accordance with the Winkey Groves LUP/UNP, submitted by OWNER to COUNTY, and with the PD zoning application on file with COUNTY.

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

H. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that OWNER enter into a developer's agreement identifying required adequate public facilities within the development and addressing the conveyance to the COUNTY of such adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in such agreement pursuant to Section 30-714(c).

I. The parties have agreed that this Agreement constitutes the aforementioned developer's agreement referenced in Division 2 of the APF/TDR Ordinance.

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

K. It is the intent of the parties that COUNTY will consider approval of the Winkey Groves PD with its consideration of this Agreement.

L. The PD Property contains approximately 37.51 acres of **net** developable land, and both the Town Center SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of public facilities acreage for every 5.1 acres of net developable land (the "**APF Ratio**").

M. When applied to the PD Property, the APF Ratio requires approximately 7.35 acres of public facilities lands.

N. As shown on the PD Land Use Plan for the Winkey Groves PD, and as described in this Agreement, OWNER is providing 7.56 acre(s) of adequate public facilities land (the "APF Land") to COUNTY, thereby creating an APF surplus of 0.21 acres.

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

### AGREEMENT

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

2. Dedication of APF Land by Owner. Owner shall convey land for APF requirements (APF Lands) as follows:

a) Right(s)-of-way for the following transportation improvements /roads (depicted as APF Road ROW on the Master PD Land Use Plan):

New Independence Parkway Extension

Approximately 7.56 acres

3. APF Surplus. The Town Center APF Ratio requires that Owner convey to County approximately 7.35 acres of APF Lands. This Agreement provides for conveyance of approximately 7.56 acres of APF Lands, thereby creating a 0.21 acre APF surplus.

4. APF Surplus. County hereby acknowledges that the aforementioned APF surplus will result in APF acreage credit equivalent to 0.21 acres of APF Lands, which APF Credits may be sold and/or assigned by Owner to other owners within the Town Center who do not have sufficient land within the boundaries of their PD(s) to satisfy the APF Ratio requirements. Such APF acreage credit may only be used within the Town Center.

5. Conveyance Procedure. The conveyance of the APF Lands shall be by general warranty deed or plat dedication, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If by plat, the rest of this paragraph and provisions a) and b) below will not apply. Owner shall pay all costs associated with the conveyance of the APF Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the APF Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance

occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

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

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

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

d) *Value of conveyed lands.* The parties agree that the value of the APF Lands, as determined in accordance with Chapter 23 of the Orange County Code, is \$170,100. This total results from an agreed-upon fair market value of \$22,500 per acre, or fraction thereof, and a total acreage of 7.56 acre(s). Promptly upon County's final acceptance of conveyance of the APF Lands, and County determination, to its satisfaction, that the New Independence Parkway westerly extension has been completed all the way west to U.S. 27, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code, as amended, transportation impact fee credits in the amount of such aforementioned value of the APF Lands.

6. Refinement of Size and Location of APF Lands. The size and location of all APF Lands as depicted on the Master PD Land Use Plan are approximate, although the final size and location shall be substantially similar to that shown on the Winkey Groves PD Land Use Plan. The dimensions and locations for a particular component of the APF Lands shall be finalized by

County and Owner prior to County approval of the Preliminary Subdivision Plan or Development Plan ("PSP/DP") that includes the particular APF Lands, and shall be in full compliance with this Agreement. **County and Owner agree that the legal descriptions used to convey the APF Lands to County may be revised prior to conveyance based upon final engineering.**

7. **Option on Conveyance.** As an alternative to conveyance prior to or in connection with Planned Development approval, Owner has elected to convey at a later time, as contemplated by Sec. 30-714 of the APF/TDR Ordinance. The parties agree that, prior to conveyance to County for its intended purpose, Owner shall have the reasonable right to grade and to import or export fill material upon the APF Lands, subject to and in accordance with an approved grading permit and/or excavation/fill permit. Further, Owner agrees to relinquish control of the APF Lands and convey such APF Lands to County, upon demand by County, upon sixty (60) days notice. Owner acknowledges and agrees that any development in connection with the PD Property shall not proceed beyond five percent (5%) of the PD Property's entitlements prior to such conveyance and payment of any APF fee in lieu of conveyance. For purposes of this Agreement, the parties agree that 5% of development is defined as final PSP approval by the County Board of County Commissioners ("BCC") and completion of PSP and subdivision infrastructure improvements, but nevertheless prior to recording of a final plat. Until such demand by County, Owner may continue to use the APF Lands in a manner not inconsistent with County's intended use.

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

including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Owner shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of Owner's activities related to the APF Lands.

In the event that any of the above occurs, County may refuse to accept conveyance of the APF Lands and Owner may be required to pay an APF fee in lieu of conveyance or to convey alternative adequate public facilities lands acceptable to County. Notwithstanding anything seemingly to the contrary above, the parties acknowledge and agree that satisfaction of Owner's APF obligations must take place prior to County approval of the initial plat for the PD Property.

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

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

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

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

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

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

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

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

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

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

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

COUNTY: Orange County, Florida, c/o County Administrator  
Post Office Box 1393  
Orlando, Florida 32802-1393  
Telephone: 407. 836.7370

With copies to: Orange County Community, Environmental,  
and Development Services Department  
Manager, Planning Division  
Post Office Box 1393  
Orlando, Florida 32802-1393  
Telephone: 407.836.5600



Orange County Community, Environmental,  
and Development Services Department  
Manager, Transportation Planning Division  
Orange County Public Works Complex  
4200 S. John Young Parkway  
Orlando, Florida 32839-8070  
Telephone: 407.836.8070

OWNER: Hamlin Retail Partners West, LLC  
7586 W. Sand Lake Road  
Orlando, Florida 32819  
Telephone: 407. 352.5858

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

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

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

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

17. Survival. The obligations of this Agreement shall survive the conveyance of the APF Lands to COUNTY.

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_

Teresa Jacobs,  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Deputy Clerk

Print Name: \_\_\_\_\_

HAMLIN RETAIL PARTNERS WEST, LLC, a Florida  
limited liability company

By: BK HAMLIN RETAIL PARTNERS WEST, LLC, a  
Florida limited liability company, its Manager

By: [Signature]  
Scott T. Boyd, Manager

Date: 5/9/16

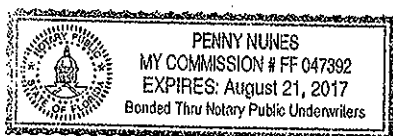
WITNESSES:

K-M  
Print Name: Kevin Merideth  
Penny Nunes  
Print Name: Penny Nunes

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of BK Hamlin Retail Partners West, LLC, a Florida limited liability company, Manager of HAMLIN RETAIL PARTNERS WEST, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 9th day of May, 2016. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May, 2016.



[Signature]  
Notary Public  
Print Name: Penny Nunes

My Commission Expires: \_\_\_\_\_

### PARCEL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 23 SOUTH, RANGE 27 EAST RUN NORTH 89°59'53" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 19-23-27 FOR A DISTANCE OF 1637.86 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE NORTH 89°59'53" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1009.90 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 19-23-27;  
THENCE RUN NORTH 00°05'23" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 750.81 FEET;  
THENCE RUN NORTH 89°53'31" EAST FOR A DISTANCE OF 800.00 FEET; THENCE RUN NORTH 00°05'23" WEST FOR A DISTANCE OF 362.50 FEET; THENCE RUN NORTH 89°53'31" EAST FOR A DISTANCE OF 35.00 FEET; THENCE RUN NORTH 00°05'23" WEST FOR A DISTANCE OF 50.00 FEET;  
THENCE RUN SOUTH 89°53'31" WEST FOR A DISTANCE OF 35.00 FEET; THENCE RUN NORTH 00°05'23" WEST FOR A DISTANCE OF 132.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MCKINNEY ROAD AS RECORDED IN DEED BOOK 709, PAGE 125, OFFICIAL RECORDS, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°53'31" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1427.42 FEET; THENCE RUN SOUTH 00°05'51" EAST FOR A DISTANCE OF 446.99 FEET; THENCE RUN SOUTH 11°10'04" WEST FOR A DISTANCE OF 461.07 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1077.50 FEET, WITH A CHORD BEARING OF NORTH 87°18'53" EAST, AND A CHORD DISTANCE OF 101.03 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°22'28" FOR A DISTANCE OF 101.07 THE POINT OF TANGENCY THENCE RUN SOUTH 89°59'53" EAST FOR A DISTANCE OF 234.45 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AVALON ROAD (COUNTY ROAD 545); THENCE RUN SOUTH 11°10'04" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 157.99 FEET; THENCE RUN NORTH 89°59'53" WEST FOR A DISTANCE OF 203.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 922.50 FEET, WITH A CHORD BEARING OF SOUTH 80°53'05" WEST, AND A CHORD DISTANCE OF 292.35 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°14'04" FOR A DISTANCE OF 293.58 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 71°46'03" WEST FOR A DISTANCE OF 329.96 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2000.00 FEET, WITH A CHORD BEARING OF SOUTH 80°53'05" WEST, AND A CHORD DISTANCE OF 633.81 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°14'04" FOR A DISTANCE OF 636.50 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

### NOTE:

PARCEL DESCRIPTION PROVIDED BY ALLEN AND COMPANY, DATED 12/28/2015.

CONTAINING 2334706 SQUARE FEET, 53.60 ACRES MORE OR LESS.

KELLY, COLLINS & GENTRY, INC.	Scale: 1" = 2000'	<b>WINKEY GROVES</b>
	Date: 02-18-2016	
ENGINEERING / PLANNING	S:19 T:23 R:27	Exhibit: LEGAL DESCRIPTION Source: ALLEN & COMPANY Area: ORANGE COUNTY, FL
	Job #: 1137.000	
	Drawn by: BMR Appvd. by: SCF	
		1 of 2

### EXHIBIT "A"

## Project Area Location Map

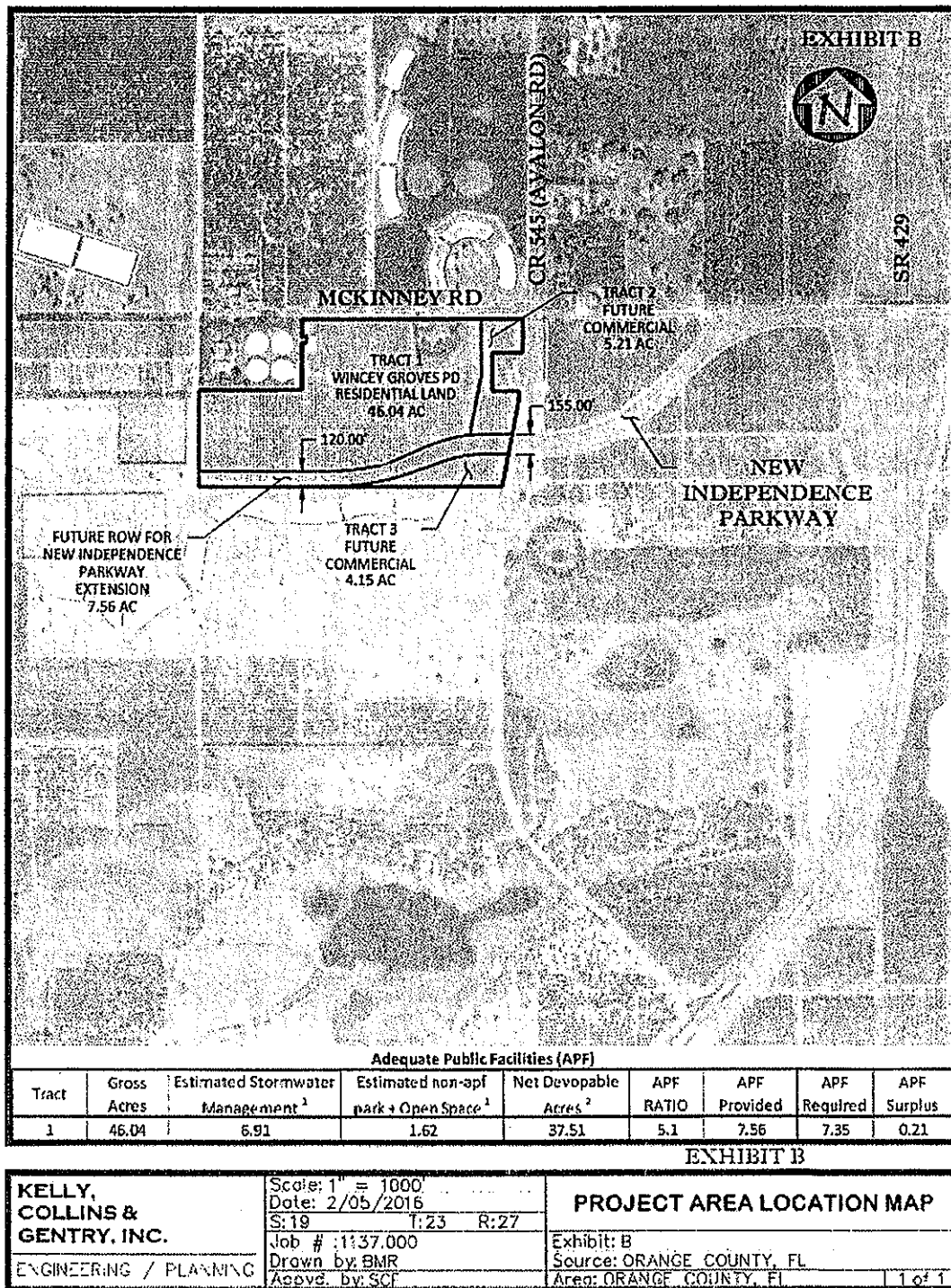


EXHIBIT "B"

ORLDOCS 14437108 4



Interoffice Memorar

July 12, 2016

AGENDA ITEM

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

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

CONTACT PERSON: Mitchell Glasser, Manager  
Housing and Community Development Division  
407-836-5190

SUBJECT: July 19, 2016 – Consent Item  
Public Housing Agency Annual Plan

The Department of Housing and Urban Development (HUD) requires Public Housing Agencies (PHA's) to submit an Annual Plan. The Plan identifies strategies to meet the housing needs of the elderly, disabled, and very low-income families that participate in the Housing Choice Voucher Program (Section 8 rental assistance).

In accordance with the requirements of the Housing Choice Voucher Program, a Resident Advisory Board composed of tenants currently participating in the Section 8 program, met on April 14, 2016 to review the Plan. The Advisory Board members did not have any objections or concerns regarding the plan. In an effort to solicit input on the plan, a notice soliciting public input was published in the Orlando Sentinel on May 1, 2016. The notice provided a 45 day public comment period. Additionally, the Resident Advisory Board held a public hearing on June 15, 2016 to provide an opportunity for the public to comment on the Plan.

**ACTION REQUESTED:** Approval of Streamlined Annual PHA Plan U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226, and approval and execution of Certifications of Compliance with PHA Plans and Related Regulations, Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan, and Civil Rights Certification for the Housing Choice Voucher Program. All Districts

JVW/MG/er  
Attachment

<b>Streamlined Annual PHA Plan (HCV Only PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 02/29/2016</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

<b>A. PHA Information.</b>					
<b>A.1</b>	<b>PHA Name:</b> <u>Housing and Community Development Division</u> <b>PHA Code:</b> <u>FL093</u> <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>10/2016</u> <b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) <b>Number of Housing Choice Vouchers (HCVs)</b> <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission				
	<b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.				
	<input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a joint Plan and complete table below)				
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
	Lead HA:				



<b>B.</b>	<b>Annual Plan.</b>
<b>B.1</b>	<p><b>Revision of PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p>
<b>B.2</b>	<p><b>New Activities</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project Based Vouchers.</p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p>
<b>B.3</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<b>B.4</b>	<p><b>Civil Rights Certification</b></p> <p><i>Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.</i></p>
<b>B.5</b>	<p><b>Certification by State or Local Officials.</b></p> <p><i>Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.</i></p>
<b>B.6</b>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>The Orange County Housing and Community Development Division continues to provide excellent services to families on our program. There are 100 families remaining on the waiting list and we expect to re-open the list in 2016. The utilization rate of is 95 percent. Our HOME TBRA program and the 40 Veterans Affairs Supportive Housing (VASH) vouchers are full. We have 18 Tenant Protection Vouchers (TPV's) and we administer a successful Continuum of Care (COC) program. Our Family Self Sufficiency (FSS) program currently has over 40 participants. On-going staff training and development is provided to ensure the best service to the tenants and landlords on the program.</p>

<b>B.7</b>	<b>Resident Advisory Board (RAB) Comments.</b>  (a) Did the RAB(s) provide comments to the PHA Plan?  Y    N <input type="checkbox"/> <input checked="" type="checkbox"/>  (a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
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## Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV Only PHAs

### A. PHA Information. All PHAs must complete this section. (24 CFR §903.23(4)(e))

**A.1** Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), Number of Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

### B. Annual Plan. All PHAs must complete this section. (24 CFR §903.11(c)(3))

#### B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA's jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(1) and 24 CFR §903.7(a)(2)(i)). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)(3)(4))

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD's website at: [Notice PIH 1999-51](#). (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

- B.2 New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark "yes" for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark "no." (24 CFR §983.57(b)(1) and Section 8(13)(C) of the United States Housing Act of 1937.

☐ **Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

- B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.11(c)(3), 24 CFR §903.7(p))
- B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))
- B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)
- B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))
- B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low-income, very low-income, and extremely low-income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

**Certifications of Compliance with  
PHA Plans and Related Regulations  
(Standard, Troubled, HCV-Only, and  
High Performer PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including  
Required Civil Rights Certifications**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2016, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing and Community Development Division  
PHA Name

FL 093  
PHA Number/HA Code

☒ Annual PHA Plan for Fiscal Year 2016

☐ 5-Year PHA Plan for Fiscal Years 20\_\_\_\_ - 20\_\_\_\_

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official

Teresa Jacobs

Title

Orange County Mayor

Signature

Date

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Teresa Jacobs, the Orange County Mayor  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing and Community Development Division  
*PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of  
Impediments (AI) to Fair Housing Choice of the

Orange County Government  
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State  
Consolidated Plan and the AI.

Orange County's PHA plan is consistent with both the Consolidated Plan and the Analysis  
of Impediments to Fair Housing. Goal #1 of the Consolidated Plan establishes the need to  
preserve the existing supply of affordable units and ensuring sustainable investments in  
affordable rental housing. The Analysis of Impediments to Fair Housing establishes the  
need to expand access to affordable rental housing as a tool to eliminate housing barriers.  
Rental subsidies are identified as strategies to reach these goals.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will  
prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Teresa Jacobs	Orange County Mayor
Signature	Date

**Civil Rights Certification**  
**(Qualified PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0226  
Expires 02/29/2016

**Civil Rights Certification**

**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing and Community Development Division  
PHA Name

FL093  
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Teresa Jacobs

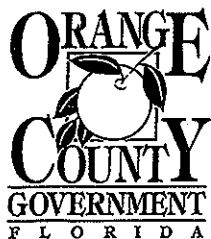
Signature

Title

Orange County Mayor

Date

Interoffice Memorandum



AGENDA ITEM

June 23, 2016

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager *Sonya L Hill*  
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 July 19, 2016**

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

Head Start Policy Council Program Information and Updates	June 2016
Head Start Policy Council Meeting Minutes	May 19, 2016
Head Start Policy Council Special Call Meeting/Grant Review Minutes	June 1, 2016

**ACTION REQUESTED:** Receipt and filing of Head Start Policy Council Program Information and Updates June 2016, Head Start Policy Council Meeting Minutes May 19, 2016 and Head Start Policy Council Special Call Meeting/Grant Review Minutes June 1, 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  
Jamilie Clemens, Grants Supervisor, Finance Division  
Patria Morales, Grant Coordinator, Office of Management and Budget





Lonnie C. Bell Jr.  
Director, Family Services

Orange County Government

HEAD START

POLICY COUNCIL

PROGRAM

INFORMATION & UPDATES



Sonya L. Hill  
Head Start Division Manager



JUNE 2016



Orange County  
Family Services Department  
Head Start Division



# **POLICY COUNCIL MONTHLY MEETING**

**Who: Policy Council Members**

**Date: THURSDAY- JUNE 16, 2016**

**Time: 6:30 PM**

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

**C h i l d C a r e P r o v i d e d**

(snacks provided for the children)

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

**SEE YOU THERE!!!!**



# AGENDA

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

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June 16, 2016

MEETING STARTS AT 6:30 p.m.

1. Call to Order – Chairperson
2. Roll Call – Secretary
3. Adoption of Agenda
4. Speakers
  - a. Sunshine Law - Sawsan Mohiuddin / Legal Dept.
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 April 2016
    - b. Head Start Policy Council Meeting Minutes March 17, 2016
11. Service Area Reports
12. Old Business
  - a. NHSA Update
13. New Business
14. Public Comment
15. Adjourn

**Head Start Policy Council**  
**Human Resources Committee**  
**May Actions**

**I. New Hires --**

<b>Job Title</b>	<b>Employee's Name</b> <i>(Documented after Policy Council Vote)</i>	<b>Date of Hire</b>
Teacher Aide	Rosnel Bertrand	05/09/16
Teacher Aide	Nisrine Mesfioui	05/09/16
Community Services Worker	Ericka Williams	05/19/16
On-Call Administrative Support	Patricia Williams	05/13/16
Tech. Casual Admin Support	Patricia Harris	05/16/16
Tech. Casual Maintenance Tech	Ronald Tan	05/13/16

**II. Pending Approval**

<b>Job Title</b>	<b>Employee's Name</b>
Teacher Assistant	Alexandra Bosque-Tacoronte
Teacher Assistant	Virginia McCann
Teacher Assistant	Vivian Nieves
Teacher Assistant	Paula Ballestero
Technician On-Call (Admin Support)	Jasmine Farlin

**III. Separation from employment --**

<b>Job Title</b>	<b>Reason</b>	<b>Employee's Name</b> <i>(Documented after Policy Council Vote)</i>
Teacher Assistant	Misconduct	Alycia Banks

**IV. Promotions/Internal Transfers --**

<b>Transfer From:</b>	<b>Transfer To:</b>	<b>Employee's Name</b> <i>(Documented after Policy Council Vote)</i>
Teacher aide	Teacher assistant	Sonder Hawkins

**V. Current Head Start Openings – As of 06/06/16**

<b>Job Title</b>	<b>Number of Positions</b>
Teacher Assistant	13
Teacher	2
Center Supervisor	1
Licensed Practical Nurse	2

**FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH MAY 31, 2016: FUND: 7006 DEPT: 062 UNIT: 7521 (ADMIN): 67% OF FY ELAPSED**

OBJ	APR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FA	REGULAR SALARIES and WAGES	783,943.00	51,010.96	60,860.80	60,892.47	61,484.80	61,184.78	92,227.20	61,484.80	65,179.20	.00	514,325.01	269,617.99	66%
1130	7FA	OTHER SALARIES and WAGES	.00	.00	.00	.00	.00	.00	4,800.00	2,320.00	2,110.00	.00	9,230.00	-9,230.00	0%
1140	7FA	OVERTIME	7,000.00	279.96	226.15	736.94	.00	139.41	151.20	718.73	149.22	.00	2,401.61	4,598.39	34%
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	.00	38,151.88	22,355.12	63%
2120	7FA	RETIREMENT CONTRIBUTION	57,422.00	3,832.94	4,594.93	4,604.58	4,594.08	4,582.42	6,902.10	4,646.26	4,268.71	.00	38,026.02	19,395.98	66%
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	.00	83,665.95	85,134.05	50%
2131	7FA	HSAA/FSA CONTRIBUTION	.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	7,892.00	-509.00	107%
		<b>SALARIES</b>	<b>1,085,055.00</b>	<b>67,210.91</b>	<b>79,971.73</b>	<b>80,568.24</b>	<b>80,619.87</b>	<b>80,438.18</b>	<b>126,675.98</b>	<b>92,239.01</b>	<b>85,968.55</b>	<b>.00</b>	<b>693,692.47</b>	<b>391,362.53</b>	<b>64%</b>
3125	7FB	INDIRECT COSTS	106,329.00	.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	.00	2,118.85	-1,118.85	212%
3510	7FC	POSTAGE and MESSENGER SVCS	2,000.00	.00	.00	.00	.00	16.61	.00	.00	16.66	.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	.00	104.81	45.19	70%
3610	7FC	RENTAL OF EQUIPMENT	5,600.00	.00	.00	331.00	.00	.00	1,033.69	.00	237.23	1,186.15	1,601.92	2,811.93	50%
3720	7FC	COMMUNICATIONS	3,000.00	.00	.00	388.33	776.61	419.22	418.99	402.31	.00	.00	2,405.46	594.54	80%
3820	7FC	MAINTENANCE OF EQUIPMENT	2,567.00	.00	.00	.00	.00	.00	1,590.87	.00	.00	1,717.09	1,590.87	-740.96	129%
3910	7FC	GRAPHIC REPROD SVCS	8,800.00	.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	8,130.00	12,745.00	39%
4110	7FC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	9,200.00	.00	.00	337.38	.00	1,081.55	1,557.51	540.82	1,106.34	.00	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	12,800.00	0%
4120	7FC	SOFTWARE < \$1000	6,336.00	.00	.00	604.86	.00	.00	.00	.00	.00	.00	604.86	5,731.14	10%
4123	7FC	COMPUTER EQUIPMENT LESS THAN \$1000	8,000.00	.00	.00	564.22	.00	.00	.00	5,448.81	21.29	.00	6,034.32	1,965.68	5%
4412	7FC	PROMOTIONAL EXPENSES	5,000.00	.00	.00	.00	.00	1,499.70	.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	2,000.00	0%
4422	7FC	SCHOLARSHIPS, AWARDS, BENEF	559.00	.00	.00	42.50	.00	25.80	135.00	27.75	.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	13,033.00	.00	100%
		<b>OPERATIONS</b>	<b>209,329.00</b>	<b>.00</b>	<b>7,680.00</b>	<b>5,941.05</b>	<b>-1,723.39</b>	<b>4,523.03</b>	<b>110,308.75</b>	<b>7,045.29</b>	<b>14,765.25</b>	<b>2,903.24</b>	<b>148,539.98</b>	<b>57,885.78</b>	<b>72%</b>
		<b>TOTAL UNIT 7521</b>	<b>1,294,384.00</b>	<b>67,210.91</b>	<b>87,651.73</b>	<b>86,509.29</b>	<b>78,896.48</b>	<b>84,961.21</b>	<b>236,984.73</b>	<b>99,284.30</b>	<b>100,733.80</b>	<b>2,903.24</b>	<b>842,232.45</b>	<b>449,248.31</b>	<b>65%</b>

**FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH MAY 31, 2016: FUND: 7006 DEPT: 062 UNIT: 7522 (SERVICES): 67% OF FY ELAPSED**

OBJ	APR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	PRE-ENC AMOUNT	ENC AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FE	REGULAR SALARIES and WAGES	6,454,605.00	498,600.42	602,021.74	582,965.88	466,984.61	521,930.61	792,259.04	504,693.74	536,022.65	.00	.00	4,505,478.69	1,949,126.31	70%
1130	7FE	OTHER SALARIES and WAGES	80,000.00	9,148.75	7,930.71	8,268.91	7,134.99	14,112.46	17,170.71	12,467.97	8,569.75	.00	.00	84,804.25	-4,804.25	106%
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	.00	.00	17,615.91	-7,615.91	176%
2110	7FE	FICA TAXES	496,707.00	37,222.24	44,462.56	43,171.45	34,379.36	39,172.33	59,097.78	37,876.13	39,973.09	.00	.00	335,354.94	161,352.06	68%
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	.00	.00	324,127.53	145,202.47	69%
2130	7FE	LIFE and HEALTH INSURANCE	2,006,000.00	115,908.39	134,766.16	133,747.13	115,448.14	131,186.75	194,409.97	118,624.48	128,417.49	.00	.00	1,072,506.51	933,493.49	53%
2131	7FE	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	750.00	-750.00	3,500.00	.00	.00	3,500.00	-3,500.00	0%
2150	7FE	UNEMPLOYMENT COMPENSATION	7,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	7,000.00	0%
2200	7FE	PAYMENTS TO OPEB TRUST	122,804.00	.00	.00	.00	.00	.00	.00	105,672.00	.00	.00	.00	105,672.00	17,132.00	86%
		<b>SALARIES</b>	<b>9,646,446.00</b>	<b>701,170.67</b>	<b>833,366.90</b>	<b>812,738.55</b>	<b>657,219.38</b>	<b>740,001.84</b>	<b>1,125,825.52</b>	<b>818,029.96</b>	<b>760,707.01</b>	<b>.00</b>	<b>.00</b>	<b>6,449,059.83</b>	<b>3,197,386.17</b>	<b>67%</b>
3167	7FF	PAYMENTS TO OTHER GOVERNMENTAL AGENCIES	8,000.00	100.00	.00	.00	3,559.50	887.25	1,050.26	1,044.33	929.51	.00	.00	7,570.85	429.15	95%
3170	7FF	JANITORIAL SVC and SUPPLY	20,000.00	.00	.00	357.97	3,596.62	1,005.70	1,005.70	1,005.70	647.73	.00	.00	7,619.42	12,380.58	38%
3192	7FF	FEE	42,225.00	.00	.00	.00	.00	.00	18,381.77	.00	23,568.00	.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	10,000.00	1,357.00	-1,357.00	114%
3197	7FF	CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	50,000.00	.00	1,773.75	150.00	770.00	4,478.75	1,500.00	2,520.90	1,156.10	.00	43,218.40	12,349.50	-5,567.90	111%
3350	7FF	OTHER INSURANCE and BONDS	13,000.00	.00	12,933.12	.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	.00	.00	9,179.27	15,820.73	37%
3420	7FF	OUT OF COUNTY TRAVEL	1,000.00	.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	.00	988.00	.00	760.00	.00	.00	.00	.00	.00	1,748.00	252.00	87%
3530	7FF	TOLL CHARGES	500.00	.00	101.55	135.41	43.34	232.99	166.53	94.89	236.13	.00	.00	1,010.84	-510.84	202%
3610	7FF	RENTAL OF EQUIPMENT	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	.00	28,457.37	28,210.91	-6,742.28	114%
3620	7FF	LEASES-BUILDINGS/STRUCTURES	228,392.00	11,257.84	5,628.92	6,122.92	45,176.07	8,713.45	6,863.45	5,691.45	20,079.45	.00	5,860.00	109,533.55	112,998.45	51%
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	.00	.00	30,654.86	14,909.14	67%
3720	7FF	COMMUNICATIONS	45,000.00	93.00	2,940.70	1,244.30	8,008.98	5,334.89	4,376.65	4,683.27	3,926.09	.00	.00	30,607.88	14,392.12	68%
3810	7FF	MAINTENANCE OF BUILDINGS, 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	.00	.00	29,766.02	362,763.98	8%
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	.00	13,071.19	10,653.19	14,188.62	63%
3823	7FF	MAINTENANCE OF COMPUTER EQUIPMENT	7,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	7,500.00	0%
3825	7FN	INTERNAL FLEET MANAGEMENT CHARGES	43,000.00	.00	.00	2,090.23	425.25	1,229.47	1,878.35	308.61	302.24	.00	.00	6,234.15	36,765.85	14%
3910	7FF	GRAPHIC REPROD SVCS	14,298.00	.00	.00	.00	.00	84.00	.00	.00	.00	.00	.00	84.00	14,214.00	1%
4020	7FF	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	3,000.00	.00	.00	.00	.00	.00	.00	200.00	.00	.00	.00	200.00	2,800.00	7%
4040	7FF	LICENSE AND CERTIFICATION FEES	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00	0%
4110	7FF	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	10,000.00	.00	.00	512.66	.00	3,233.45	2,192.71	2,738.91	2,062.80	.00	4,269.43	10,740.53	-5,009.96	150%
4115	7FF	MISCELLANEOUS OPERATING SUPPLIES	81,247.00	.00	.00	915.40	.00	7,826.76	7,907.40	41.92	1,463.62	43,298.15	.00	18,155.10	19,793.75	76%
4116	7FF	EVENT/MEAL REIMBURSEMENTS	3,000.00	.00	.00	.00	.00	698.36	.00	1,611.26	4,003.30	.00	.00	6,312.92	-3,312.92	210%
4120	7FF	SOFTWARE < \$1000	2,560.00	.00	.00	476.56	.00	.00	.00	.00	.00	.00	9,360.60	476.56	-7,277.16	384%
4121	7FF	COMPUTER EQUIPMENT LESS THAN \$500	3,200.00	.00	.00	747.28	.00	1,423.73	2,148.00	150.57	.00	.00	.00	4,469.58	-1,269.58	140%
4123	7FF	EQUIPMENT LESS THAN \$1000	25,000.00	.00	.00	543.97	.00	1,381.05	169.96	557.55	189.21	.00	.00	2,841.74	22,158.26	11%
4135	7FF	FOOD and DIETARY	246,569.00	.00	.00	15,924.03	13,899.45	21,165.28	27,066.32	2,141.50	11,305.54	.00	68,092.10	91,504.12	86,972.78	65%
4139	7FF	MEDICINES and DRUGS	100.00	.00	.00	.00	.00	.00	.00	.00	84.33	.00	.00	84.33	15.67	84%

4143	7FF	MEDandSURG SUPPLIES	4,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	4,000.00	0%
4175	7FF	CLOTHING AND WEARING APPAREL	100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	100.00	0%
4195	7FF	MISC SUPPLIES OR EXPENSES	2,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,000.00	0%
4412	7FF	PROMOTIONAL EXPENSES	2,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,500.00	0%
4418	7FF	EDUCATIONAL ASSISTANCE PROGRAM	2,012.00	2,083.85	3,613.15	-1,036.96	-4,660.04	.00	1,250.00	-26.95	2,318.98	.00	.00	3,542.03	-1,530.03	176%
4440	7FF	IMPROVEMTS TO NON-COUNTY ASSETS	15,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	15,000.00	0%
4450	7FF	PARENT ACTIVITY FUND	9,216.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	9,216.00	0%
4452	7FF	FIELD TRIPS-HEAD START	65,360.00	.00	.00	550.00	.00	.00	.00	.00	.00	.00	.00	550.00	64,810.00	1%
4482	7FN	SELF INS-PROP CASUALTY	272,491.00	.00	.00	.00	.00	.00	.00	.00	272,491.00	.00	.00	272,491.00	.00	100%
6410	7FD	EQUIPMENT	2,000.00	.00	.00	.00	1,859.95	.00	.00	.00	.00	.00	.00	1,859.95	140.05	93%
6438	7FD	COMPUTER EQUIPMENT > \$500	112,180.00	.00	.00	.00	.00	.00	.00	69,277.50	.00	.00	.00	69,277.50	42,902.50	62%
		OPERATIONS	1,898,383.00	19,834.69	33,949.36	39,698.16	87,560.92	83,996.62	90,257.92	109,898.83	358,771.19	43,298.15	182,329.09	823,967.69	848,788.07	55%
		TOTAL UNIT 7522	11,544,829.00	721,005.36	867,316.26	852,436.71	744,780.30	823,998.46	1,216,083.44	927,928.79	1,119,478.20	43,298.15	182,329.09	7,273,027.52	4,046,174.24	65%



**FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH MAY 31, 2016: FUND: 7006 DEPT: 062 UNIT: 7525 (TRAINING): 67% OF FY ELAPSED**

107	OBJ	APR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
	3185	7FH	CONTRACT SVC-TRAINING	45,966.00	.00	2,500.00	.00	.00	6,000.00	5,000.00	3,975.00	.00	6,240.00	17,475.00	22,251.00	52%
	3420	7FH	OUT OF COUNTY TRAVEL	13,700.00	715.40	1,456.86	1,466.96	664.13	4,423.66	2,976.77	3,399.18	2,589.43	.00	17,692.39	-3,992.39	129%
	3610	7FH	RENTAL OF EQUIPMENT	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00	0%
	3620	7FH	LEASES-BUILDINGS/STRUCTURES	2,000.00	.00	.00	.00	.00	.00	.00	.00	912.25	.00	912.25	1,087.75	46%
	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	.00	22,220.96	9,425.04	70%
	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%
			<b>OPERATIONS ONLY</b>	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	6,240.00	83,820.95	32,830.05	73%
			<b>TOTAL UNIT 7525</b>	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	6,240.00	83,820.95	32,830.05	73%

**FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH MAY 31, 2016: FUND: 7006 DEPT: 062 UNIT: 7526 (DISABILITY): 67% OF FY ELAPSED**

OBJ	APR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FI	REGULAR SALARIES and WAGES	195,599.00	13,390.32	15,976.00	15,976.00	15,976.00	15,976.00	23,733.93	12,868.80	12,868.80	.00	126,765.85	68,833.15	65%
1140	7FI	OVERTIME	100.00	.00	43.94	.00	.00	.00	60.64	145.14	72.57	.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	.00	8,967.82	6,003.18	60%
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	.00	9,130.68	5,076.32	64%
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	.00	23,695.13	13,904.87	63%
2131	7FI	HSA/FSA CONTRIBUTION	.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	1,754.00	215.00	89%
		<b>SALARIES</b>	<b>264,446.00</b>	<b>17,774.57</b>	<b>21,218.26</b>	<b>21,167.79</b>	<b>21,302.32</b>	<b>21,302.32</b>	<b>31,405.21</b>	<b>19,151.34</b>	<b>17,313.96</b>	<b>.00</b>	<b>170,635.77</b>	<b>93,810.23</b>	<b>65%</b>
3195	7FK	CONTRACT SERVICES MEDICAL	5,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5,000.00	0%
		CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	165,000.00	.00	.00	169.00	.00	8,454.00	1,014.00	8,321.40	1,026.40	140,525.20	18,984.80	5,490.00	97%
3235	7FK	INDIGENT PSYCH SVCS	.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	10,000.00	0%
		OFFICE SUPPLIES (NOT INCLUDING PRINTING)	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,500.00	0%
		MISCELLANEOUS OPERATING SUPPLIES	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
4120	7FK	SOFTWARE < \$1000	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
4482	7FN	SELF INS-PROP CASUALTY	2,296.00	.00	.00	.00	.00	.00	.00	.00	2,296.00	.00	2,296.00	.00	100%
		<b>OPERATIONS</b>	<b>184,796.00</b>	<b>.00</b>	<b>.00</b>	<b>169.00</b>	<b>.00</b>	<b>8,454.00</b>	<b>1,014.00</b>	<b>8,321.40</b>	<b>3,322.40</b>	<b>140,525.20</b>	<b>21,280.80</b>	<b>22,990.00</b>	<b>88%</b>
		<b>TOTAL UNIT 7526</b>	<b>449,242.00</b>	<b>17,774.57</b>	<b>21,218.26</b>	<b>21,336.79</b>	<b>21,302.32</b>	<b>29,756.32</b>	<b>32,419.21</b>	<b>27,472.74</b>	<b>20,636.36</b>	<b>140,525.20</b>	<b>191,916.57</b>	<b>116,800.23</b>	<b>74%</b>

FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH MAY 31, 2016: FUND: 7406 DEPT: 062 UNIT: 7523 : 67% OF FY ELAPSED USDA														
OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FQ	REGULAR SALARIES and WAGES	118,562.00	2,779.04	5,900.48	7,225.60	8,518.40	8,518.40	12,777.60	8,482.85	8,663.84	62,866.21	55,695.79	53%
1140	7FQ	OVERTIME	100.00	.00	24.24	.00	.00	.00	24.24	36.36	169.68	254.52	-154.52	255%
2110	7FQ	FICA TAXES	9,078.00	194.85	432.36	531.89	630.01	630.00	946.89	630.07	654.11	4,650.18	4,427.82	51%
2120	7FQ	RETIREMENT CONTRIBUTION	8,615.00	201.76	430.13	524.58	618.44	618.44	929.42	618.50	641.32	4,582.59	4,032.41	53%
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	7,147.03	21,052.97	25%
2131	7FQ	HSA/FSA CONTRIBUTION	.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	1,326.00	-180.00	116%
		<b>SALARIES</b>	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	80,826.53	84,874.47	49%
3125	7FP	INDIRECT COSTS	6,543.00	.00	.00	.00	.00	.00	6,543.00	.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	409.41	1,590.59	20%
3530	7FR	TOLL CHARGES	30.00	.00	.00	.00	.00	.00	4.71	8.66	2.18	15.55	14.45	52%
3820	7FR	MAINTENANCE OF EQUIPMENT	500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
4110	7FR	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	1,441.00	.00	.00	.00	.00	.00	.00	405.24	.00	405.24	1,035.76	28%
4418	7FR	EDUCATIONAL ASSISTANCE PROGRAM	1,100.00	.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	1,685.00	.00	100%
		<b>OPERATIONS</b>	13,299.00	.00	.00	64.66	.00	30.71	6,609.25	534.23	1,819.35	9,058.20	4,240.80	68%
		<b>TOTAL UNIT 7523</b>	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	89,884.73	89,115.27	50%

FAMILY SERVICES MONTHLY EXPENSE REPORT THROUGH MAY 31, 2016: FUND: 7406 DEPT: 062 UNIT: 7524 : 67% OF FY ELAPSED USDA															
OBJ	APR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1120	7FT	REGULAR SALARIES and WAGES	147,300.00	11,577.18	13,923.89	13,924.64	13,731.01	13,684.67	19,507.93	13,148.80	13,232.90	.00	112,731.02	34,568.98	77%
1140	7FT	OVERTIME	.00	.00	.00	51.17	.00	.00	17.39	.00	.00	.00	68.56	-68.56	0%
2110	7FT	FICA TAXES	11,268.00	814.48	981.49	985.42	982.13	978.63	1,391.28	937.60	944.08	.00	8,015.11	3,252.89	71%
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	.00	8,189.08	2,504.94	77%
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	.00	42,104.92	33,095.08	56%
2131	7FT	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	0%
2200	7FT	PAYMENTS TO OPEB TRUST	4,586.00	.00	.00	.00	.00	.00	.00	3,536.00	.00	.00	3,536.00	1,050.00	77%
		<b>SALARIES</b>	<b>249,048.00</b>	<b>17,608.53</b>	<b>21,065.38</b>	<b>21,124.99</b>	<b>20,697.30</b>	<b>20,644.09</b>	<b>29,815.09</b>	<b>23,564.30</b>	<b>20,124.99</b>	<b>.00</b>	<b>174,644.67</b>	<b>74,403.33</b>	<b>70%</b>
3170	7FU	JANITORIAL SVC and SUPPLY	1,000.00	.00	.00	130.80	.00	163.50	.00	.00	.00	.00	294.30	705.70	29%
4115	7FU	MISCELLANEOUS OPERATING SUPPLIES	10,000.00	.00	.00	1,670.20	.00	2,095.86	3,862.79	1,319.20	.00	1,252.22	8,948.05	-200.27	102%
4130	7FU	HOUSEHOLD AND KITCHEN SUPPLIES	9,000.00	.00	.00	.00	.00	183.01	.00	740.44	3.96	.00	927.41	8,072.59	10%
4135	7FU	FOOD and DIETARY	1,272,992.00	.00	.00	111,100.00	108,056.16	159,243.42	170,990.84	21,971.43	112,158.31	484,676.13	683,520.16	104,795.71	92%
4482	7FS	SELF INS-PROP CASUALTY	8,220.00	.00	.00	.00	.00	.00	.00	.00	8,220.00	.00	8,220.00	.00	100%
		<b>OPERATIONS</b>	<b>1,301,212.00</b>	<b>.00</b>	<b>.00</b>	<b>112,901.00</b>	<b>108,056.16</b>	<b>161,685.79</b>	<b>174,853.63</b>	<b>24,031.07</b>	<b>120,382.27</b>	<b>485,928.35</b>	<b>701,909.92</b>	<b>113,373.73</b>	<b>91%</b>
		<b>TOTAL UNIT 7524</b>	<b>1,550,260.00</b>	<b>17,608.53</b>	<b>21,065.38</b>	<b>134,025.99</b>	<b>128,753.46</b>	<b>182,329.88</b>	<b>204,668.72</b>	<b>47,595.37</b>	<b>140,507.26</b>	<b>485,928.35</b>	<b>876,554.59</b>	<b>187,777.06</b>	<b>88%</b>

06/07/2016 PAGE: 1  
 ORANGE COUNTY  
 Department 062  
 FY 2016 Monthly Expense Report  
 For the selected Department and Unit, by Object and Appropriation

Through 06/07/2016

FUND: 8299 DEPT: 062 UNIT: 7537 VPK

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	PRE-ENCUM. AMOUNT	ENCUM. AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	6EA	REGULAR SALARIES and WAGES	768,053.00	13,800.32	-10,187.60	1,727.09	107,775.32	63,347.49	65,113.88	92,327.57	69,626.23	.00	.00	403,530.30	364,522.70	52.54
	2110	6EA	FICA TAXES	59,218.00	993.51	-753.53	112.46	7,811.29	4,578.75	4,706.32	6,674.32	5,042.73	.00	.00	29,165.85	30,052.15	49.25
	2120	6EA	RETIREMENT CONTRIBUTION	55,722.00	1,001.91	-739.62	125.39	7,925.30	4,635.36	4,763.63	6,808.39	5,126.72	.00	.00	29,647.08	28,074.92	53.21
	2130	6EA	LIFE and HEALTH INSURANCE	61,745.00	2,856.17	-1,996.74	464.58	25,431.03	15,228.17	15,680.50	23,029.34	17,105.96	.00	.00	97,809.01	-36,064.01	158.41
	2131	6EA	HSA/FSA CONTRIBUTION	2,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,500.00	.00
	2200	6EA	PAYMENTS TO OPFB TRUST	380.00	.00	.00	.00	.00	.00	.00	373.00	.00	.00	.00	373.00	7.00	98.16
OBJECT CATEGORY 1				947,818.00	18,651.91	-13,677.49	2,429.52	148,942.94	87,789.77	90,274.33	129,212.62	96,901.64	.00	.00	560,525.24	387,092.76	59.15
2	13125	6EB	INDIRECT COSTS	42,498.00	.00	.00	.00	.00	.00	42,498.00	.00	.00	.00	.00	42,498.00	.00	100.00
	4020	6EC	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,500.00	.00
	4110	6EC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	25,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	25,000.00	.00
	4115	6EC	MISCELLANEOUS OPERATING SUPPLIES	31,090.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	34,998.25	.00	-3,908.25	112.57
	4123	6EC	EQUIPMENT LESS THAN \$1000	24,459.00	.00	-4,552.71	.00	.00	6,564.15	.00	.00	.00	.00	.00	2,011.44	22,447.56	8.22
	4195	6EC	MISC SUPPLIES OR EXPENSES	10,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	10,000.00	.00
	4482	6EC	SELF INS-PROP CASUALTY	165.00	.00	.00	.00	.00	.00	.00	.00	162.00	.00	.00	162.00	3.00	98.18
OBJECT CATEGORY 2				134,712.00	.00	-4,552.71	.00	.00	6,564.15	42,498.00	.00	162.00	.00	34,998.25	44,671.44	55,042.31	59.14
*TOTAL UNIT_CD 7537				1,082,330.00	18,651.91	-18,230.20	2,429.52	148,942.94	94,353.92	132,772.33	129,212.62	97,063.64	.00	34,998.25	605,196.68	442,135.07	59.15
TOTAL				1,082,330.00	18,651.91	-18,230.20	2,429.52	148,942.94	94,353.92	132,772.33	129,212.62	97,063.64	.00	34,998.25	605,196.68	442,135.07	59.15

## Monthly Purchasing Card Purchase Report

Extension: 66596

Extension: 66596

[illegible]

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

203

Cardholder (Print Name): Angela Fore

Statement for the Month of: May, 2016

Cardholder Signature: Angela M. Fore

Extension: 68901

Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged	/
4/5/16		Registration for 6 staff to attend the ServSafe Food Manager Certification Class/Exam	Serve Safe	\$1050.42		7006-062-7525-4030	
4/5/16		Registration for Dexter Nelson to attend the Florida Head Start Association Conference	FHSA	\$300.00		7006-062-7525-4030	
4/5/16		Registration for Nancy Kubo to attend the FMLA Master Class Training	Business & Legal Resources	\$397.00		0001-062-0268-4030	
4/5/16		Registration for Lonnie Bell to attend the Florida Association for Community Action Conference	FACA	\$450.00		0001-062-2405-4030	
4/5/16		Registration for Dexter Nelson to attend the Florida Association for Community Action Conference	FACA	\$450.00		7006-062-7525-4030	
4/6/16		Hotel accommodations for Raquel Sapeg in Atlanta, GA	Crowne Plaza Atlanta Perimeter	\$343.76		7006-062-7525-3420	
4/6/16		Hotel accommodations for Maria Macias in Atlanta, GA	Crowne Plaza Atlanta Perimeter	\$343.76		7006-062-7525-3420	
4/16/16		Advance deposit for hotel reservation for Charmaine Jobson in Nashville, TN	Gaylord Opryland Hotel	\$286.02		7006-062-7525-3420	
4/16/16		Advance deposit for hotel reservation for Sunitha Koorathota in Nashville, TN	Gaylord Opryland Hotel	\$286.02		7006-062-7525-3420	
4/16/16		Advance deposit for hotel reservation for Rashea Drakes in Nashville, TN	Gaylord Opryland Hotel	\$286.02		7006-062-7525-3420	
4/17/16		Hotel Accommodations for Shamim Sheikh in New Orleans, LA	Astor Crowne Plaza	\$561.60		7006-062-7525-3420	
4/17/16		Hotel Accommodations for Parie REgister in New Orleans, LA	Astor Crowne Plaza	\$541.60		7006-062-7525-3420	

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Lola Banks  
Lola Banks  
**P-CARD APPROVER**

203

## 204

Statement for the Month of: May, 2016

Extension: 68901

[illegible]Page 2 of 2



**ORANGE COUNTY HEAD START DIVISION**  
**Monthly Purchasing Card Purchase Report**

Cardholder (Print Name): Sandra Moore

Statement for the Month of: April 2016

Cardholder Signature: Sandra Moore

Extension: 68913

Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged	/
4/5/16		35 Boom Boxes	Office Depot	1049.65		7006 062 7522 4123	
4/6/16		Annual Software Subscription	DataSplice	284.66		7006 062 7522 3192	
4/9/16		Scissors	Office Depot	6.20		7006 062 7521 4110	
4/8/16		2 Printers	CDWG	550.00		7006 062 7522 4121	
4/8/16		CLASS Dimension Guide	Teachstone	1487.10		7006 062 7522 4020	
4/8/16		Breakfast Items for Training	Publix	24.17		7006 062 7525 4116	
4/8/16		Items for Training	Publix	20.00		7006 062 7525 4116	
4/11/16		Breakfast Items for Training	Panera	56.64		7006 062 7525 4116	
4/11/16		Guest Reader Buttons	United Trophy	400.00		7006 062 7521 4110	
4/11/16		Office Supplies	Office Depot	524.55		7006 062 7521 4110	
4/11/16		Rubber bands	Office Depot	8.33		7006 062 7521 4110	
4/13/16		Wall Mounts & Cables	CDWG	616.00		7006 062 7521 4123	
4/14/16		Desk & Hutch	Office Depot	494.97		7006 062 7522 4123	
4/14/16		Phone Cable	Office Depot	4.99		7006 062 7521 4110	
4/14/16		Toner	Office Depot	103.99		7006 062 7522 4110	
4/8/16		Refurbished Phone	CDWG	150.00		7006-062-7522-4123	
4/18/16		Drinks for Training Event	Publix	28.52		7006-062-7525-4116	
4/18/16		Food for Training Event	Publix	10.12		7006-062-7525-4116	
4/18/16		Coffee for Training Event	Panera	15.99		7006-062-7525-4116	
4/18/16		Lunch for Training Event	Panera	299.70		7006-062-7525-4116	

Page 1 of 1

# MONTHLY PURCHASING CARD PURCHASE REPORT

Name): June Johnson

Statement for Month of: April '16

Cardholder Signature: June Johnson

*June Johnson*  
5/6/16

Division Head Start

Extension: 69524

#	Date	Receipt or Invoice	Description of Purchase	Vendors Name	\$\$\$ Amount of Purchase	Dispute (d)/ Credit (c)	Accounting Lines	Remarks
1	3/30/2016	832034000-001	Binders	Office Depot	159.80		7006 062 7522 4110	Edu Team
2	4/1/2016	8127309711	Training Subscription	Teachstone	575.00		7006 062 7525 4020	CLASS
3	4/1/2016	832367052-001	Various Office Supplies	Office Depot	1,092.49		7006 062 7522 4110	CSW
4	4/1/2016	832267870-001	Stapler	Office Depot	10.99		7006 062 7522 4110	CSW
5	4/4/2016	8133001054	Training Subscription	Teachstone	100.00		7006 062 7525 4020	CLASS
6	4/4/2016	832715806-001	Mobile Filing Carts	Office Depot	224.97		7006 062 7522 4123	CSW
7	4/5/2016	306434451	Parent Activity	AMF	159.42		7006 062 7522 4450	Grand Ave H S
8	4/6/2016	282090609	Parent Activity	Publix	558.09		7006 062 7522 4450	Pine Hills H S
9	4/7/2016	367241000	Cups	ReadyRefresh	94.75		7006 062 7522 3710	W S @ Hope H S
			Water		59.07		7006 062 7522 4115	
			Cooler Rental		34.93		7006 062 7522 3610	
					188.75			total
10	4/7/2016	367328713	Water	ReadyRefresh	42.96		7006 062 7522 3710	Tangelo Park H S
			Cooler Rental		14.97		7006 062 7522 3610	
			cups		3.79		7006 062 7522 4115	
					61.72			total
11	4/8/2016	367328617	Water	ReadyRefresh	16.11		7006 062 7522 3710	Denton Johnson H S
			Cooler Rental		9.98		7006 062 7522 3610	
			Cups		3.79		7006 062 7522 4115	
					29.88			Total
12	4/8/2016	367328522	Cups	ReadyRefresh	20.95		7006 062 7522 4115	SOYMCA H S
			Water		18.48		7006 062 7522 3710	
			Cooler Rental		14.97		7006 062 7522 3610	
					54.40			
Total this page					\$3,215.51			

MONTHLY PURCHASING CARD  
PURCHASE REPORT

:Name): June Johnson

Statement for Month of: April '16

Cardholder Signature: June Johnson


Division Head Start Extension: 69524

[illegible]

**ORANGE COUNTY HEAD START DIVISION**  
**Monthly Purchasing Card Purchase Report**

**Cardholder (Print Name): SHAMIM SHEIKH**

Statement for the Month of: April, 2016

208  
Cardholder Signature: 

**Extension: 8940**

[illegible]

**FAMILY SERVICES DEPARTMENT  
PURCHASE REPORT LOG**

\*Cardholder (Print Name): DAISY FLORES

\*Cardholder Signature: *Daisy Flores*

\*Statement for the Month: APRIL 2016

\*Division: HEAD START

\* Ph. Ext. 67407

Date of Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
/18/2016	00250485	PARENT ACTIVITY FOR JOHN BRIDGES	BRAVO APOKA SUPERMARKET	\$359.20	7006-062-7522-4450
/19/2016	27820	ALARM SYSTEM AT HAL MARSTON	SEMINOLE SAFETY SYSTEMS, INC.	146.50	7006-062-7522-3810
/19/2016	2097155	PARENT ACTIVITY FOR EAST ORANGE	SONNY'S BBQ	496.63	7006-062-7522-4450
/20/2016	1854	SPECIAL MILKS FOR HEAD START CHILDREN.	HORIZONS MEDICAL SUPPLIES	1,000.00	7406-062-7524-4135
/21/2016	76725861	PARKING FEE FOR CONFERENCE AT LAKE BUENA VISTA.	ORLANDO HILTON	18.10	7006-062-7525-3410
/22/2016	768128007	PARKING FOR CONFERENCE AT LAKE BUENA VISTA.	ORLANDO HILTON	18.10	7006-062-7525-3410
/25/2016	524237	SPECIAL MILKS FOR CHILDREN.	PUBLIX	693.60	7406-062-7524-4135
/26/2016	092213	SPECIAL DIETS FOR CHILDREN AT LILA MITCHELL.	PUBLIX	91.53	7406-062-7524-4135

Complete all required entries identified by an \*

**FAMILY SERVICES DEPARTMENT  
PURCHASE REPORT LOG**

\*Cardholder (Print Name): Kerry-Ann Smith

\*Cardholder Signature: 

\*Statement for the Month: March 2016

\*Division: HEAD START

\* Ph. Ext: 68905

Date of Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
4/04/2016		Storage Containers for Washington Shores @ The Hope	Family Dollar	\$12.00	7006-062-7522-4115
4/06/2016		Special Diet food for Pine Hills	Caribbean Supercenter	49.54	7406-062-7524-4135
4/08/2016		Special Diet Food for Pine Hills	Mera Bazar	19.96	7406-062-7524-4135
4/20/2016		Special Diet for Washington Shores at The Hope	Walmart	9.12	7406-062-7524-4135
4/20/2016		Special Diet for Washington Shores at The Hope	Walmart	10.74	7406-062-7524-4135
4/21/2016		Parking for National CACFP Conference	Hilton Hotel	18.10	7006-062-7525-3410
4/22/2016		Parking for National CACFP Conference	Hilton Hotel	18.10	7006-062-7525-3410
4/25/2016		Special Diet for Washington Shores ELC	Publix	9.78	7406-062-7524-4135
4/27/2016		Special Diets for Maxey	Walmart	25.36	7406-062-7524-4135

Complete all required entries identified by an \*

Interoffice Memorandum

BCC Mtg. Date: May 24, 2016



AGENDA ITEM

April 28, 2016

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager *Sonya L Hill*  
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 May 24, 2016**

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

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

April 2016  
March 17, 2016

**ACTION REQUESTED:** Receipt and filing of Head Start Policy Council Program Information and Updates April 2016 and Head Start Policy Council Meeting Minutes March 17, 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  
Jamilie Clemens, Grants Supervisor, Finance Division  
Patria Morales, Grant Coordinator, Office of Management and Budget

**Orange County Head Start  
Policy Council  
Meeting: June 16, 2016  
Director's Program Information Update**

**Local Head Start Information:**

The 2016 Community Assessment update is completed and the final copy will be provided to all stakeholders, policy council members, Orange County BCC and placed online.

Over the next three months Head Start will focus on work plans, monitoring plans and training.

Year 2 continuation grant application will be sent to the Orange County BCC on June 28, 2016 after a unanimous vote of the Policy Council to accept the application.

Important current projects include: ERSEA (recruitment & eligibility), Transition, Full Day/Full Year, and revision and renewing school board contract.

**Region IV Office of Head Start:**

No Regional updates at this time

**National Updates from the Office of Head Start:**

**Head Start Beyond 50 years:**

May 18<sup>th</sup> is often thought of as Head Start's birthday, since it was on this day in 1965 that President Lyndon B. Johnson officially announced Project Head Start from the White House Rose Garden. Since then, Head Start has established an impressive history as a national leader in early childhood development and education. Head Start's mission has always been to prepare children for kindergarten. We do this by collaborating with community partners, involving parents in program governance, and ensuring the families we serve receive high-quality comprehensive services.

In the fiscal year 2017 budget, President Obama proposed \$9.6 billion for Head Start programs. Out of that, \$292 million in new money would go towards the continued expansion of the number of children who receive full school day and full school year services. This funding, along with the supplemental funding we announced in April to extend the duration of services, would mean we could offer a full school day and full school year program to more than half of all Head Start children.





ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

Office of Head Start | Region IV | 61 Forsyth Street, Suite 4M60, Atlanta, GA 30303 | [www.eclkc.ohs.acf.hhs.gov](http://www.eclkc.ohs.acf.hhs.gov)

May 18, 2016

Teresa Jacobs, Mayor  
Orange County Board of Commissioners  
201 S Rosalind Ave  
Orlando, FL 32801

Re: Grant No. 04CH010230

Dear Hon. Jacobs:

This letter provides guidance on the requirements for submission of the application to operate Head Start and/or Early Head Start programs by organizations preliminarily eligible for a non-competitive five year grant under 45 C.F.R. § 1307.7 and those organizations currently operating under a grant with a project period of five years. Funding is contingent upon the availability of federal funds and satisfactory performance under the terms and conditions of the Head Start grant in the current budget period.

Public Law 114-113, enacted December 18, 2015, established the appropriation for the Head Start program for Fiscal Year (FY) 2016. The appropriation for the Head Start program included an increase for a cost-of-living adjustment (COLA) of 1.8 percent, depending on final funding decisions. Until the final appropriation for the Head Start program for FY 2017 is enacted, the projected funding levels in FY 2016 are used for planning purposes. The following table reflects the funding and enrollment levels for the Head Start and/or Early Head Start grant, contingent on final funding decisions for FY 2016, for use in preparing the FY 2017 application.

Common Accounting Number (CAN)	Funding Level	Funded Federal Enrollment
G044122 – Head Start Program Operations	\$12,611,447	1536
G044120 – Head Start Training and Technical Assistance	\$122,891	
G044125 – Early Head Start Program Operations	\$0	0
G044121 – Early Head Start Training and Technical Assistance	\$0	
<b>TOTAL</b>	<b>\$12,734,338</b>	<b>1536</b>

The application for the 10/1/2016 – 9/30/2017 budget period for the Head Start and/or Early Head Start grant is due 7/1/2016. The application must be prepared in accordance with the *Application Instructions* available in the Head Start Enterprise System (HSES). The instructions specify the requirements for submission of the baseline application for the first

budget period of the project period and continuation applications in the subsequent budget periods of the project period. A continuation application must be completed for the upcoming budget period. **Incomplete applications will not be processed.**

### Submission Requirements

The *Application Instructions* containing the criteria the application must address and the submission requirements are posted in the HSES at <https://hses.ohs.acf.hhs.gov/hsprograms>. Please select the Financials tab under Instructions in the HSES to download the *Application Instructions* upon receipt of this letter. Please review the instructions carefully prior to preparing the application. Reference materials can be found in the "Instructions" section of the HSES. To access the application, select the Financials tab on the home page. For further assistance, please contact [help@hsesinfo.org](mailto:help@hsesinfo.org) or 1-866-771-4737.

The application must be submitted electronically in the HSES. The application must be submitted on behalf of the Authorizing Official registered in the HSES.

Please ensure the application contains all of the required information in the *Application Instructions*. If you have any questions or need assistance, please contact Olissa Williams, Head Start Program Specialist, at (404) 562-2863 or [olissa.williams@acf.hhs.gov](mailto:olissa.williams@acf.hhs.gov) or James Youngs, Grants Management Specialist, at (404) 562-2921 or [james.youngs@acf.hhs.gov](mailto:james.youngs@acf.hhs.gov). Thank you for your cooperation and timely submission of the grant application.

Sincerely,



Robert Bialas  
Captain, USPHS  
Regional Program Manager  
Office of Head Start

cc: Lonnie Bell, Executive Director  
Sonya Hill, Head Start Director

<i>Monthly Report to Head Start Policy Council</i>	
<b>Nutrition: MAY 2016</b>	
Number of breakfasts served	28,993
Number of lunches served	29,261
Number of snacks served	22,911
Number of meals reimbursed by USDA	78,105
Number of meals disallowed for reimbursement	114
Number of children evaluated for nutritional concerns	65
Number of children receiving nutritional education and further care	11
Number of monitoring visits to ensure compliance with USDA Regulations	11
Number of monitoring visits requiring a corrective action plan	1
Number of nutritional activities conducted (ALL CLASSROOMS)	85
Types of nutritional activities conducted "SUNFLOWER SNACKS"	

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

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

- ❑ The Medical/dental services staff performed 9 new health status evaluations.
- ❑ 114 additional health update evaluations were completed.
- ❑ 76 additional immunization evaluations were completed.
- ❑ 14 additional blood lead tests were reviewed.
- ❑ 41 dental examinations were evaluated. Of these, 22 children were diagnosed as needing treatment.
- ❑ Dental treatment verification was received and evaluated for 9 children.
- ❑ Forty-three parent contacts were initiated regarding health concerns and health screening and examination needs.
- ❑ 14 health action plans were completed and discussed with staff.
- ❑ Health technical assistance was given to staff on 15 occasions.
- ❑ 4 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 5 occasions.
- ❑ 57 blood pressure screenings were completed.
- ❑ 35 vision screenings were completed.
- ❑ 1 child was evaluated for health concerns.
- ❑ 2 health provider consultations were made.
- ❑ 9 Center visits were made on occasions for health issues, observations, and monitoring.

## DISABILITIES/MENTAL HEALTH REPORT

MAY 2016

Seven (7) children diagnosed with a disability by OCPS for the month of May 2016. A total of two hundred ten (210) children have been diagnosed with a disability by LEA, for a fourteen percent (14%) mandated compliance since school started last August 2015.

A total of two hundred twenty-one (221) children have been diagnosed with a disability by contracted providers since school started last August 2015.

Seven (7) children were referred in the month of May 2016 for mental health services. A total of one hundred seventy-four (174) children have been referred since school started last August 2015.

Twenty-one (21) children started receiving mental health services for behavior issues for the month of May 2016. A total of one hundred sixty-five (165) children are receiving mental health services for behavior issues since school started last August 2015.

Thirty-six (36) visits to centers were completed for the month of May 2016. A total of three hundred ninety-five (395) visits to centers to: provide technical assistance to staff, conduct observations, conduct health screenings, and complete monitoring visits since school started last August 2015.

Fifty-two (52) hearing screenings completed for the month of May 2016. A total of one thousand seven hundred and fifty-six (1,756) Hearing screenings completed since school started last August 2015.

Thirteen (13) monitoring visits to classrooms were completed for the month of May 2016. A total of one hundred thirty-five (135) monitoring visits were completed between October 2015 until May 2016.

**Parent Family and Community Engagement 2015-2016**

*Monthly Report: May 2016*

- One thousand five hundred twenty eight (1528) children were enrolled in the Head Start Program for the month of May 2016.
- Five fifty five (555) children are on the Waiting List 2015-2016.
- Fifteen (15) Attendance home visits.
- Sixty seven (67) families received Crisis/Emergency Assistance.
- Twenty nine (29) parents received Educational Services.
- Four hundred seventy nine (479) Health Services Follow ups were done by Community Service Worker.
- Nineteen (19) families were referred for family services.
- One thousand three hundred seventy two (1372) were provided families services
- Twenty one (21) Parent Meetings were held this month. Four hundred fifty three (453) parents attended parents meetings. Forty four (44) males attended.
- Six (6) Fatherhood Activities was held this month. Forty seven (47) fathers attended fatherhood initiatives.
- Twenty one (21) Parents Trainings were held this month. Three hundred eighty three (383) parents attended Parents Trainings.

**Trainings:**

- Water and Summer Safety
- Child Sexual Abuse Prevention
- Parenting
- Empowerment

# ORANGE COUNTY HEAD START 2015-2016

## FAMILY AND COMMUNITY ENGAGEMENT

ERSEA REPORT

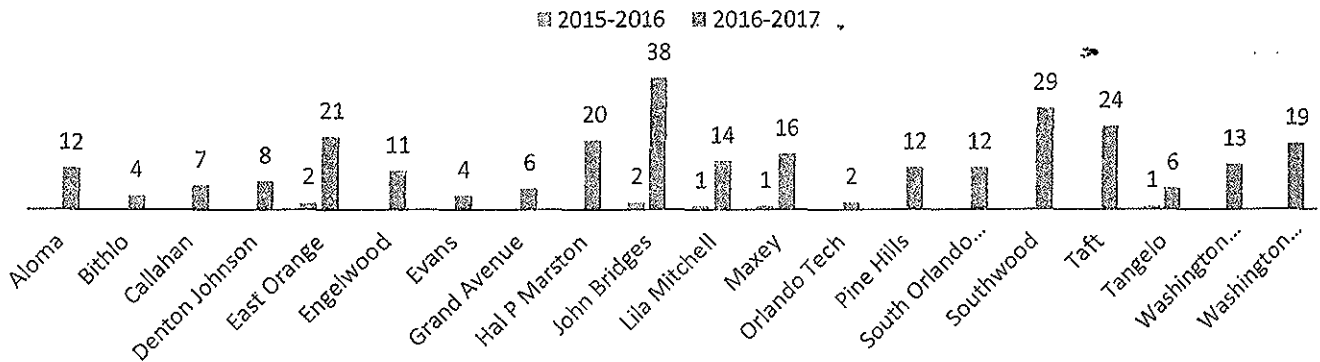
MONTH: May

YEAR: 2016

### ELIGIBILITY 2015-2016

Total: 285 applications (New/ May 2016)

#### Eligibility Applications completed by Site

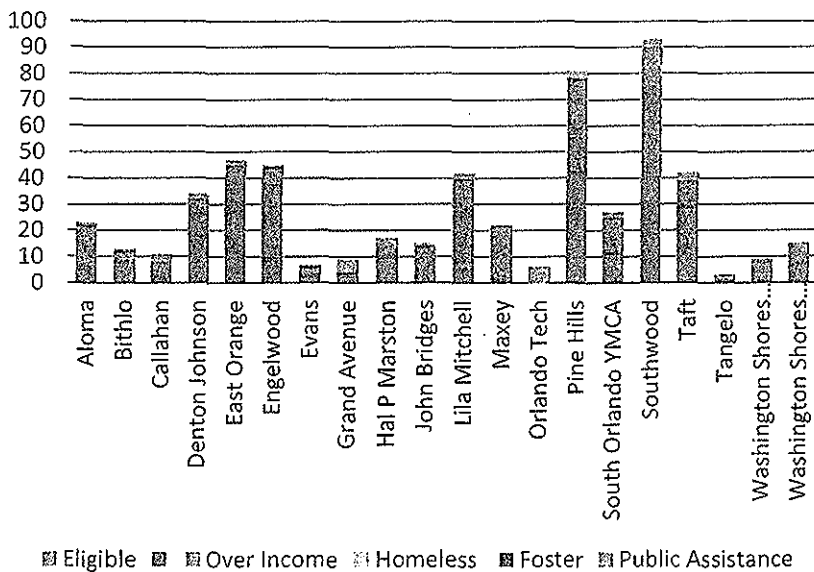


2016-2017(278 applications) 2015-2016 (7 applications)

### WAITING LIST 2015-2016

Total: 561 Children (Waiting List 2015-2016 – May 31, 2016)

#### Waiting List By Site

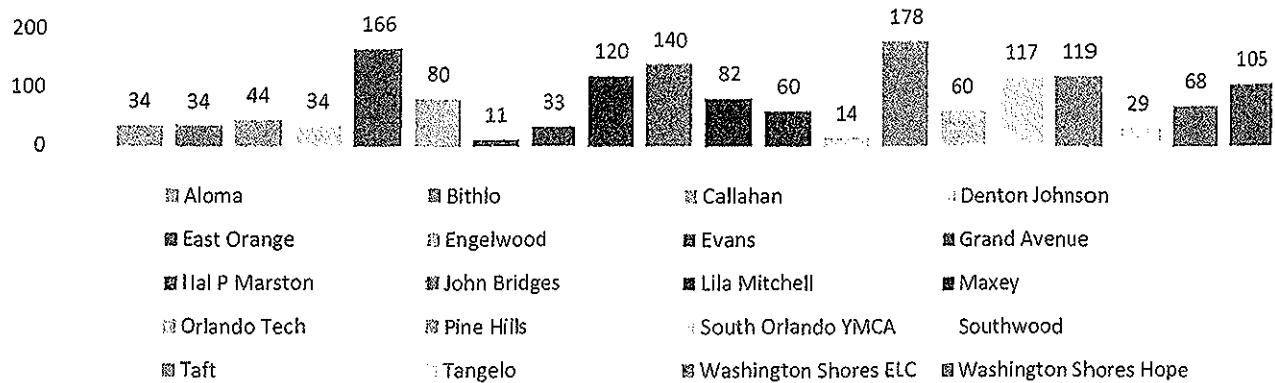


Income Status	# Children
Public Assistance	23
Foster	0
Homeless	8
Over Income	313
Eligible	217

# ENROLLMENT 2015-2016

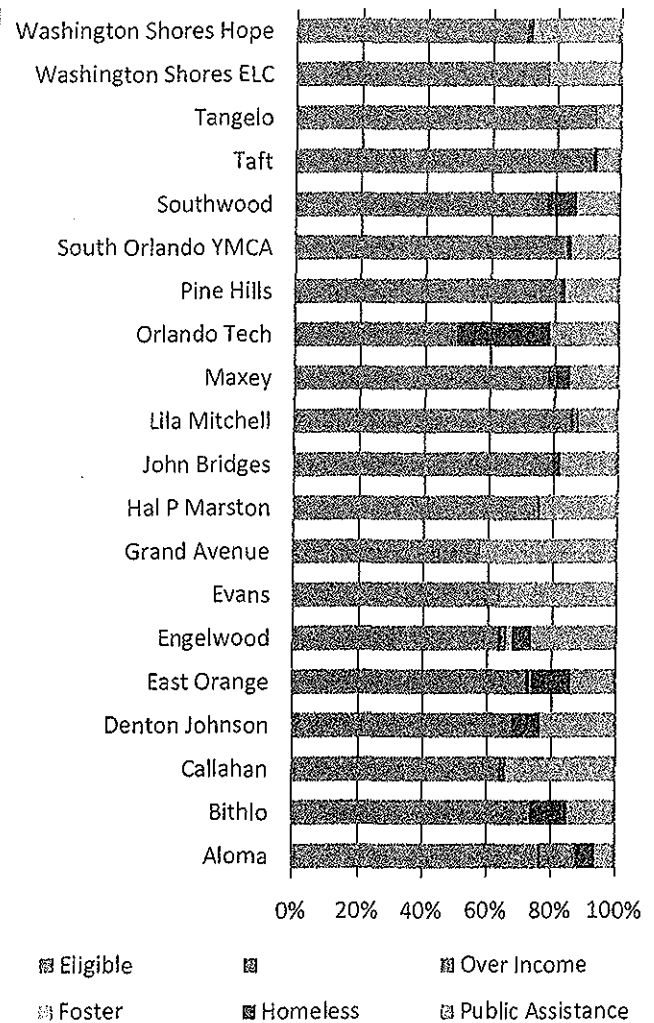
Total: 1528/1536 Children (May 31, 2016)

Enrollment (End of the Month)

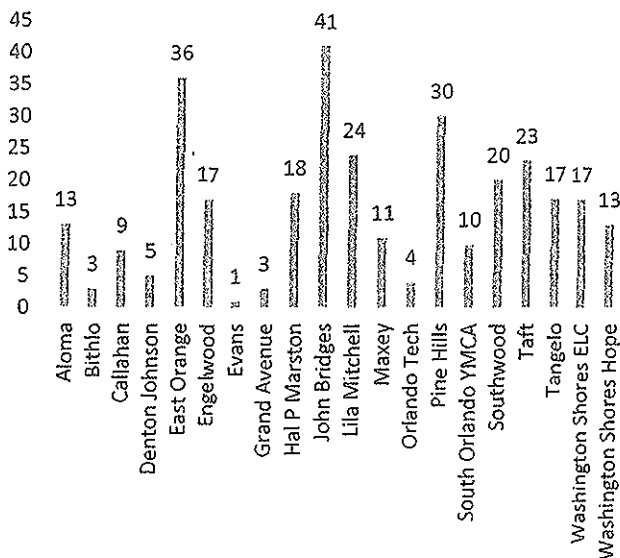


Income Status	# Children
Public Assistance	278
Foster	1
Homeless	62
Over Income	16
Eligible	1171

## Enrollment Status by Site



## Enrollment Turnover by May 31, 2016 (315)

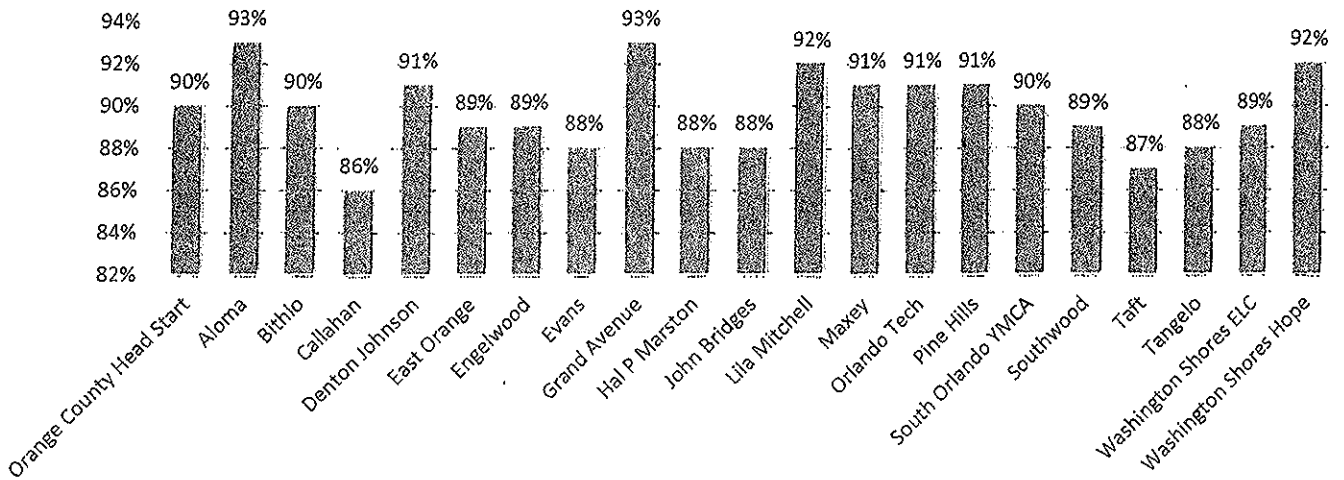




## ATTENDANCE

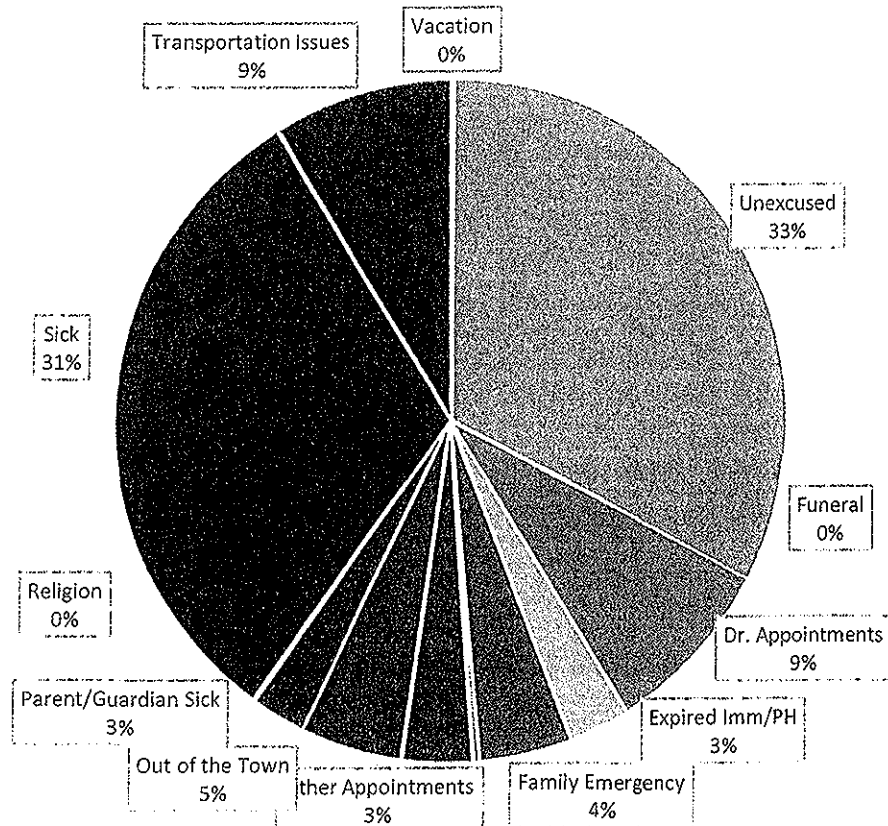
(May 31, 2016) – 90% (21 Operating Days)

### Average Daily Attendance



## ATTENDANCE REASONS

(May 31, 2016) - Total of absences: 3174



## RECRUITMENT EFFORTS PER SITE

Site	# Recruitment Efforts	Summary
Aloma		
Bithlo	4	Iglesia de Dios, River Rich Christian Church, Faith Freewill Baptist Church, University Baptist Church
Callahan		
Denton Johnson		
East Orange	24	Brook Commons Apartments, Waterford Elementary School, Amcscot, Community Health Center, Walgreens, Bonnevill Elementary School, Castle Creek elementary school, Camelot elementary school, Orange Technology College Avalon Campus, Timber creek elementary school, Stone Lakes elementary school, Avalon middle school, Crestwood Suites, Walmart, Cricket Wireless, ACE Cash Express, Hede Cleaners, Club Nails and Spa, Tattoo Orlando Company, Toys R Us, Chuck E Cheese, Marble Slab Creamery, Orlando Housing Authority, Marshalls
Engelwood Dover Shores and Ventura	18	Discount Coin Laundry Curry Ford, Torilleria y Panaderia Curry Ford (Grocery), Watauga Woods Apartments, Dover Shore Community Center, Metro Apartments, Mobile Homes Hoffner, Village at Lake Point Apartments, Starlight Ranch Mobile Home Community, Masjid Al-Lhsaan, Spoon foot Mobile homes Park, Ashley Place Apartments, Villages at Lake Point Apartments, Park at Cambridge Apartments, Oakwood Commons Apartment's, Conway Club Apartments, Woodlake Villas apartments, Park at Salerno Premier Apartment Homes, Conway Forest Apartment Homes Apartments
Evans		
Grand Avenue		
Hal P Marston	16	OCDMV, Value Place, City of Orlando recreational Center, Direct General Insurance, Cypress Point Rosewood Health and Rehab, Eagle Reserve Apartments, Rosemont Country Club Apartments, Rosemont elementary school, Early Education Station, Boys and Girls Club, Village Park Apartments, The Park at Vittorie, Clarcona Graves Apartments, Pine view Apartments and Rivera Villas, Pine Hills WIC, Charity and Love Inc.
John Bridges		
Lila Mitchell	3	Orlando Housing Authority, Universal Boys and girls club, Community Legal Services
Maxey	4	Cordons, Taqueria Tequilas, Mi Pueblito, Ocoee Coin Laundry
Orlando Tech		
Pine Hills		
South Orlando YMCA		
Southwood		
Taft	3	Bear Creek Park and Recreation, Pinnacle Pointe Apartments, M & Food Mart
Tangelo		
Washington Shores ELC	6	Family Dollar, Millennium Eager, Dunwoody Place Millennium Palms, Mimis Restaurant, M&M Trish Mark, Royal Beauty Supply, AJ Cleaners
Washington Shores Hope	1	Shirley Tropical Cleaners

- 6th Annual Healthy Minds Healthy Lives Family Fun Day



ORANGE COUNTY GOVERNMENT  
HEAD START  
POLICY COUNCIL MEETING  
MINUTES



1768 East Michigan Street  
Orlando, FL 32806  
May 19, 2016

**Call to Order by:** Dexter Nelson, Chairperson 6:49 p.m.

**Roll Call by:** Crystal Ortiz – Representative, Engelwood  
Chairperson Nelson stated a quorum was established.

<u>Name</u>	<u>Center</u>	<u>Classification</u>
Kayla Brady	Callahan	Representative
Crystal Ortiz	Engelwood	Representative
Jacqueline Eugene	Hal P. Marston	Representative
Regina Brown	Maxey	Representative
Kumarie Deossarran	South Orlando YMCA	Representative
Abigail Soriano	Southwood	Representative
Sominins Colas	Tangelo	Representative
Victoria Siplin	BCC	Commissioner
Katie Lynn Schwartz	OCPS	Community Rep
Dexter Nelson	Past Parent	Community Rep
Jeneka Lloyd	Past Parent	Community Rep

**Guests**

Shantara Gibson	4C
-----------------	----

**Excused**

Charmaine Jobson	East Orange	Representative
Dinara Idayalova	East Orange	Alternate

**Absent**

Leiza Ramos	Aloma	Representative
Kassandra Vega	Bithlo	Representative
Kimberly Melton	Denton Johnson	Representative
Wilhere Philistin	Evans	Representative
Geisha Alvarez	Grand Avenue	Representative
Shamika Sears	John Bridges	Representative
Deborah Knighton	Lila Mitchell	Representative
China Lowe	Orlando Tech	Representative
Manoucheka Green	Pine Hills	Representative
Luz Martines	Taft	Representative

Catherine Monaros	Aloma	Alternate
Chelsea Rivet	Bithlo	Alternate
Akia Williamson	Callahan	Alternate
Crystal Jewel	Denton Johnson	Alternate
Aidaliz Pickard	Engelwood	Alternate
Daisy Mercado	Evans	Alternate
Alexis Allen	Grand Avenue	Alternate
Candace Darcuiel	Hal P. Marston	Alternate
Janie Quiros	John Bridges	Alternate
Elizabeth Algarin	Lila Mitchell	Alternate
Ivette Rosa	Maxey	Alternate
Shannese Anderson	Pine Hills	Alternate
Ivette Ortiz Rosa	Maxey	Alternate
Quagee Gaines	Orlando Tech	Alternate
Shannese Anderson	Pine Hills	Alternate
Kiarra Pugh	So Orlando YMCA	Alternate
Jackie Dorvil	Southwood	Alternate
Jeanette Diaz	Taft	Alternate
April Forney	Tangelo	Alternate
Johnnie Williams	WS/EL	Alternate
Algie Alexander	WS/ @ the Hope	Alternate
Percy Snyder	4C	Community Rep
Gail Pressley		Community Rep

**Staff**

Sonya Hill	Main Office	Division Manager
Helen Hill	Main Office	Sr. Program Manager
Pedro Berrios	Warehouse	Warehouse Specialist
Sandra Moore	Main Office	Administrative Assistant
Avis McWhite	Main Office	Sr. Program Manager
Milagros Font	Main Office	Sr. Program Manager
Delrose Forbes	Pine Hills	CSW
Ruth Hernandez	Grand Avenue	Teacher
Maria Salome Gonzalez	Main Office	LPN
Ana Sepulveda	East Orange	Center Manager
Lourdes Ramos	Main Office	CSW
Xeix Colon	Main Office	Sr. CSW
Daisy Flores	Main Office	Sr. Nutrition Coordinator
Maki Monje	East Orange	Teacher
Aturia Hall	Lila Mitchell	Teacher
Teresa Williams	Main Office	Field Ops Supervisor
Eileen Orleman	Main Office	Curriculum Specialist

**Child Care Staff**

Polly Boulter	WS @ the Hope	Teacher Assistant
Felecia Williams	WS @ the Hope	Teacher Assistant

**Chairperson Nelson requested a motion to adopt the agenda**

There were changes to the agenda. Added under New Business; COLA Application Approval, ERSEA Plan; Continuation Grant Application Meeting

Motion: Katie Lynn Schwartz, Community Rep

Seconded: Crystal Ortiz, Representative, Engelwood

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

**Secretary Report and review of minutes**

There were no changes to the minutes from April 21, 2016

**Chairperson Nelson requested a motion to approve the minutes from April 21, 2016**

Motion: Crystal Ortiz, Representative, Englewood

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; On Call Technician (Admin), On Call Technician (Maintenance), Senior CSW and add to the report Delores Coke, L.P.N

**Chairperson Nelson requested a motion to approve the HR report accept the recommendations for hire reported by Avis McWhite**

Motion: Crystal Ortiz, Representative, Engelwood

Seconded: Kayla Brady, Representative, Callahan

Status: The motion was carried with no objections

Milagros Font, Sr. Program Manager introduced new hire, Maria Gonzalez, L.P.N. to the Policy Council members.

**Budget Report delivered by Sonya Hill, Division Manager**

She reported that Ray Carmichael's (former Fiscal Manager) position has been advertised and we will be starting the process of seeking to hire a new Fiscal Program Manager in his place.

**Head Start Division Manager Report by Sonya Hill, Division Manager**

**Highlights:**

Orange County Head Start (OCHS) has completed self-assessment training. Five areas of concern were determined and shared with five teams which used program data to make recommendations for improvements. A program improvement plan was completed to be implemented within a year or sent to the Five Year Plan if necessary.

The Office of Head Start (OHS) introduced two Program Instructions during the month of April;

- ACF-PI-HS-16-03 Fiscal Year 2016; Funding Increase; Cost of Living Adjustment (COLA)

- ACF-IM-HS-1602; Extend Duration of Services; Continuous Services Supplemental Funds; Application: Eligibility

The funds received under COLA (\$222,992) from OHS should be used toward salary increases and fringe benefits and offsetting higher operating costs. Since OCHS receives an annual raise through Orange County Government, OCHS is requesting permission to use the funds in operational costs to bring the playgrounds in ADA compliance and correct health and safety issues.

**Chairperson Nelson requested a motion to approve the usage of COLA funds for operational costs.**

Motion: Jeneka Lloyd, Past Parent  
Seconded: Jacqueline Eugene, Representative, Hal Marston  
Status: The motion was carried with no objections

#### **Commissioner Siplin Liaison Report**

Commissioner Siplin informed the council that the reason she had been missing from some of our meetings was because she has other obligations that fall on the same night as our meetings but considers these meetings very important.

##### **Upcoming Events:**

May 25, 2016 at Holden Heights Community Center Workshop for starting a non-profit organization. How to receive funds to get started  
June 11, 2016 at Barnett Park. Family Wellness Fair

#### **Status of Board of County Commissioners Vote- Helen Hill**

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

#### **Service Area Reports:**

##### **Education by Eileen Orleman, Curriculum Specialist**

Ms. Orleman distributed discount cards for the Orlando Science Center. Anyone with an EBT card can pay \$3.00 for admission.

Ms. Orleman gave an overview of the Outcomes report and explained the graph (pg. 50 in Policy Council Packet). The graph compares the National average to Orange County in all 12 areas. Orange County is above the national average in all areas.

##### **ERSEA by Xeix Colon, Sr. CSW**

Ms. Colon explained the graphs that detail the applications completed per site, the waiting list at each site, the actual enrollment at each site, the attendance at each site and the reasons for absences. Must maintain 90% income eligible families at each center and allow for 10% for over income or with disabilities. Ms. Colon handed out the Orange County Head Start Recruitment Plan (see attached) with the four main goals for filling all slots. Recruitment efforts are essential. One method we use is canvassing areas door to door and surveys. This way we find out the needs of the areas. We find out if we need to close classrooms in one area and expand in another or if there is more competition for child care in one area over another, such as Tangelo Park that has 40 day care centers. We want to start using social media for recruitment since that is such a popular means of communication right now. We will be opening a total of 3 classrooms in the Dover Shores Elementary School and Ventura Elementary School.

**Chairperson Nelson requested a motion to approve the ERSEA Recruitment Plan**

Motion: Jeneka Lloyd, Past Parent  
Seconded: Abigail Soriano, Representative, Southwood  
Status: The motion was carried with no objections

**Health Update by Milagros Font, Sr. Program Manager**

Under Secretary Concannon visited our Taft Center to view the garden that is sponsored by Nemours and was very impressed by how the children were able to talk about how to take care of and grow the plants. We have been informed by the state that in October 2016 they will be implementing a new meal plan.

**Old Business:**

Jeneka Lloyd: The Women's Forum was a total success. It was informative with representatives from Women of Valor, Herbalife, Primerica, Mary Kay and catered by One Affair to Remember. Gift baskets and other prizes were given out thanks to generous donations.

**New Business:**

Dexter Nelson asked for pictures of any Head Start events in the past year to share at our end of the year changing of the guard ceremony.

There will be a special call meeting to review the grant application on June 1, 2016

May is Community Action month. There was a sheet handed out with several Open Houses at different Head Start sites.

The May/June Calendar from the Spiel was also highlighted for its free family events such as the Wellness Fairs at Barnett Park and the West Orange Recreation Center.

**Public Comment**

None

Chairperson Nelson requested a motion to adjourn the meeting

Motion: Jeneka Lloyd, Vice Chairperson

Seconded: Jacqueline Eugene, Representative, Hal Marston

Meeting Adjourned at 8:04 p.m.

  
Signature

  
Date

NEXT POLICY COUNCIL MEETING  
THURSDAY, JUNE 16, 2016  
GOV- Great Oaks Village Dining Hall  
1768 E. MICHIGAN STREET  
ORLANDO, FL 32806  
6:30 pm





ORANGE COUNTY GOVERNMENT  
HEAD START  
POLICY COUNCIL SPECIAL  
CALL MEETING / GRANT REVIEW  
MINUTES



2010 East Michigan Street  
Orlando, FL 32806  
June 1, 2016

**Call to Order by:** Dexter Nelson, Chairperson *10:30 a.m.*

**Roll Call by:** Charmaine Jobson – Treasurer

Chairperson Nelson stated a quorum was established.

<u>Name</u>	<u>Center</u>	<u>Classification</u>
Charmaine Jobson	East Orange	Representative
Dinara Idayalova	East Orange	Alternate
Crystal Ortiz	Engelwood	Representative
Wilhere Philistin	Evans	Representative
Jacqueline Eugene	Hal P. Marston	Representative
Janie Quiros	John Bridges	Alternate
Deborah Knighton	Lila Mitchell	Representative
China Lowe	Orlando Tech	Representative
Manouchecka Green	Pine Hills	Representative
Shannese Anderson	Pine Hills	Alternate
Abigail Soriano	Southwood	Representative
Luz Martines	Taft	Representative
Dexter Nelson	Community Rep	Past Parent/Chairman
Jeneka Lloyd	Community Rep	Past Parent/Vice Chair
Victoria Siplin	Community Rep	Commissioner
Katie Lynn Schwartz	Community Rep	OCPS

**Staff**

Sonya Hill	Main Office	Manager
Helen Hill	Main Office	Sr. Program Manager
Sandra Moore	Main Office	Administrative Assistant
Avis McWhite	Main Office	Sr. Program Manager
Danny Vincent	Hal Marston/Evans	CSW
Bernice Mendez	Main office	Sr. CSW
Tambra Jackson	Center Supervisor	Pine Hills
Tiffany Brown	Center Supervisor	Denton Johnson
Wilna Francois	Lila Mitchell	Center Supervisor
Jamie Harrold	WS/ELC	CSW
Patrice Milton	Callahan/Orlando Tech	CSW
Sunitha Koorathota	Main Office	Operations Supervisor
Tiffany Jones	Taft	CSW
Colette Thomas	Main Office	Sr. CSW

Khadija Pirzadeh	Main Office	Contract Administrator
Cordella Percy	Grand Avenue	CSW
Dina Mathews	John Bridges	Center Supervisor
Rashea Drakes	Denton Johnson	CSW
Nesreen Hafaz	So Orlando YMCA	Center Supervisor
Yira Rodriguez	Taft	Center Supervisor
Laura Baumgartner	Taft	CSW
Jessica Campbell	Lila Mitchell	CSW
Latasha Douglas	East Orange	CSW
Maria Rivera	John Bridges	CSW
Dwayne Horne	Pine Hills	CSW
Danette Martin	Washington Shores/ELC	Center Supervisor
Kathy Millsap	Maxey	CSW
Yanetsy Garay	Bithlo	CSW
Antonio Wright	Hal P. Marston	CSW
Regina Melecio	Washington Shores/Hope	CSW
Tonya Hale	Tangelo	Center Supervisor
Ebtehal Kandil	Aloma/Bithlo	Center Supervisor
Shauna Kirby	Main Office	QA Coordinator
Luz Martinez	Taft	CSW
Charles Martinez	Southwood	CSW
Ruth Hernandez	Grand Avenue	Center Supervisor
Mercedes Grullon	John Bridges	Center Supervisor
Tara Ewing	Washington Shores/Hope	Center Supervisor
Vivian Jones	Maxey	Center Supervisor

**Chairperson Nelson requested a motion to adopt the agenda**

Motion: Jeneka Lloyd, Community Rep  
 Seconded: Charmaine Jobson, Treasurer  
 Status: The motion was carried with no objections

**Grant Application Presentation**

**Sonya Hill** - The purpose of this meeting is to review the end result of the 2<sup>nd</sup> year grant review application. She introduced Khadija Pirzadeh, Contract Administrator, who is responsible for writing the grant with input from all service areas and quality assurance. The policy council must approve the grant and budget before it is forwarded on to the BCC and the Mayor. July 1, the completed grant will be submitted in the Enterprise system. Once approved the money will be approved to be deposited on October 1 for operation of all centers. Parent, staff and partners are all involved in the process. This meeting is for all to be able to ask any questions.

**Avis McWhite** - Read the goals under her unit (Education). She also read the goals under the Disabilities and Mental Health Unit in the absence of Milagros Font. All goals are based on the findings of the Community Assessment

**Helen Hill** – Read PFCE Goals and progress towards the goals. Six parents have been trained as trainers. Goals include enhancing fatherhood involvement and reported on the increased involvement thus far. Training took place at the center level for parents and staff.

**Sonya Hill** – detailed some title changes which will have no change to the budget. These changes are due in part to align our positions with the Office of Head Start. Two positions will have a cost to the budget. Orange County has approved a pay increase of 3% to all Orange County staff effective October 1, 2016. Head Start will open 2 new sites this coming school year at Ventura Elementary and Dover Shores Elementary. The funded enrollment has not changed. Classrooms will be switched around. Classes will be reduced in Tangelo Park since Harry Rosen funds child care for 9 programs there. Also, reducing at Engelwood, John Bridges and East Orange. All decisions are based on the Community Assessment and the needs of the community.


**Shauna Kirby / QA** - Spoke on the Program Improvement Plan. There are 5 goals and objectives with a timeline for completion. Progress will be reported at Policy Council meetings. She also gave a brief overview of the Strategic Plan, Five Year Plan and the Training and Technical Assistance Plan.

**Chairperson Nelson** requested a motion to accept and approve the refunding continuation grant with minor changes to structure and no changes to the budget for 2016/2017 program year

Motion: Jeneka Lloyd, Vice Chairperson  
Seconded: Jacqueline Eugene, Representative, Hal P. Marston  
Status: The motion was carried with no objections

**Chairperson Nelson** requested a motion to adjourn the meeting

Motion: Jeneka Lloyd, Vice Chairperson  
Seconded: Charmaine, Representative, Hal P. Marston  
Meeting Adjourned at 11:44 a.m.

  
Signature

  
Date

Interoffice Memorandum



AGENDA ITEM

June 30, 2016

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

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

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

SUBJECT: Meal Service Agreements between Orange County, Florida  
and School Board of Orange County, Florida  
regarding School Food Service  
BCC Meeting 7/19/16 Consent Agenda/District 3

The Head Start Division requests Board approval of the two Meal Service Agreements between the School Board and Orange County, Florida. These agreements will allow the School Food Service to provide Head Start children with two-thirds of the daily nutritional requirements. Meals will be furnished by the School Board Food Service at the following two Head Start Centers: Ventura and Dover Shores. Also included is the Super Circular, as mandated for contracts paid with federal grant funds.

The Florida Childcare Food Program funds in the amount of \$11,849.40 will be used to cover the cost of meals. The term of these agreements are from August 1, 2016 through September 30, 2016. The County Attorney's Office and Risk Management Division have reviewed this agreement for legality and compliance with County policy guidelines.

**ACTION REQUESTED:** Approval and execution of Meal Service Agreements between Orange County, Florida and School Board of Orange County, Florida regarding School Food Service for Ventura and Dover Shores Head Start.

SH/kp

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  
Jamilie Clemens, Grants Supervisor, Finance Division  
Patria Morales, Grant Coordinator, Office of Management and Budget

**Meal Service Agreement  
between  
Orange County, Florida  
and  
School Board of Orange County, Florida  
regarding School Food Service**

Name of Center: VENTURA HEAD START	Authorization No: S-734
Person to Contact: YIRA RODRIGUEZ	Phone No.: 407-245-1750 EXT. 337-2308
Address: 4400 WOODGATE BLVD., ORLANDO, FL 32822	

The Orange County School Board, School Food Service agrees to furnish meals daily to the above Center for the period from: **August 1, 2016** to **September 30, 2016** except for holidays or other days of in-operation complete with required (x) paper products, (x) condiments, (x) milk pursuant to the following:

Meal Type	Estimated Total No. of Meals per Day	Unit Price per Meal	Total Price	Pick-up Time
Breakfast , elementary	17	\$1.37	\$23.29	8:30AM
Breakfast, adult	1	\$2.75	\$2.75	8:30AM
Lunch, elementary	17	\$2.12	\$36.04	11:30AM
Adult, lunch	1	\$3.75	\$3.75	11:30AM

The Orange County School Board, School Food Service agrees to:

- Ensure meals will meet the Meal Pattern for Elementary or Secondary Students.
- Provide meals in ( X ) bulk / unitized for breakfast, and ( X ) bulk/ unitized for lunch. Preference is bulk for breakfast and lunch.
- Prepare meals for (x) pick up by Center at the designated school Food Service at the time(s) indicated above.
- Provide meal count one week in advance; up to 10% change accepted one day before.
- Submit billing invoice for payment within thirty (30) days to mailing address provided by Center.

Orange County, Florida, through its Head Start Division, agrees to pay for meals based on the above unit price(s) within thirty (30) days of receipt of invoice. The Orange County School Board, School Food Service warrants meals provided are safe and wholesome.

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assure any liability for the acts, omissions and/or negligence of the other party. If for any reason, this agreement is no longer desired, either party may terminate these services with a 2-week notification.

IN WITNESS WHEREOF, the Parties hereto have caused said agreement to be executed by their duly authorized officers.

By: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Authorized Signature</span> <span>Date</span> </div> Teresa Jacobs, Orange County Mayor <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Title</span> <span></span> </div>	_____ <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Authorized Signature</span> <span>Date</span> </div> _____ <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Title</span> <span></span> </div>
For: _____ Orange County Head Start Child Care Center	_____ County School Board, School Food Service

**Meal Service Agreement  
between  
Orange County, Florida  
And  
School Board of Orange County, Florida  
regarding School Food Service**

Name of Center: DOVER SHORES HEAD START	Authorization No: S-734
Person to Contact: YIRA RODRIGUEZ	Phone No.: 407-245-1750 EXT. 337-2308
Address: 1200 GASTON FOSTER ROAD, ORLANDO, FL 32812	

The Orange County School Board, School Food Service agrees to furnish meals daily to the above Center for the period from: **August 1, 2016** to **September 30, 2016** except for holidays or other days of in-operation complete with required (x) paper products, (x) condiments, (x) milk pursuant to the following:

Meal Type	Estimated Total No. of Meals per Day	Unit Price per Meal	Total Price	Pick-up Time
Breakfast, elementary	34	\$1.37	\$46.58	8:30AM
Breakfast, adult	2	\$2.75	\$5.50	8:30AM
Lunch, elementary	34	\$2.12	\$72.08	11:30AM
Adult, lunch	2	\$3.75	\$7.50	11:30AM

The Orange County School Board, School Food Service agrees to:

- Ensure meals will meet the Meal Pattern for Elementary or Secondary Students.
- Provide meals in ( X ) bulk / unitized for breakfast, and ( X ) bulk/ unitized for lunch. Preference is bulk for breakfast and lunch.
- Prepare meals for (x) pick up by Center at the designated school Food Service at the time(s) indicated above.
- Provide meal count one week in advance; up to 10% change accepted one day before.
- Submit billing invoice for payment within thirty (30) days to mailing address provided by Center.

Orange County, Florida, through its Head Start Division, agrees to pay for meals based on the above unit price(s) within thirty (30) days of receipt of invoice. The Orange County School Board, School Food Service warrants meals provided are safe and wholesome.

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assure any liability for the acts, omissions and/or negligence of the other party. If for any reason, this agreement is no longer desired, either party may terminate these services with a 2-week notification.

**IN WITNESS WHEREOF**, the Parties hereto have caused said agreement to be executed by their duly authorized officers.

By: \_\_\_\_\_  
Authorized Signature      Date      Authorized Signature      Date

Teresa Jacobs, Orange County Mayor

Title

Title

For: Orange County Head Start

Child Care Center

County School Board, School Food Service

## SUPER CIRCULAR

### §200.327 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

### §200.328 Monitoring and reporting program performance.

- (a) *Monitoring by the non-Federal entity.* The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- (b) *Non-construction performance reports.* The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
  - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a

justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

- (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
  - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
  - (ii) The reasons why established goals were not met, if appropriate.
  - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) *Construction performance reports.* For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) *Significant developments.* Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
  - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.



- (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

**§200.331 Requirements for pass-through entities.**

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
  - (1) Federal Award Identification.
    - (i) Subrecipient name (which must match the name in DUNS);
    - (ii) Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number);
    - (iii) Federal Award Identification Number (FAIN);
    - (iv) Federal Award Date (see §200.39 Federal award date);
    - (v) Subaward Period of Performance Start and End Date;
    - (vi) Amount of Federal Funds Obligated by this action;
    - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
    - (viii) Total Amount of the Federal Award;

- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
  - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
  - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
  - (xii) Identification of whether the award is R&D; and
  - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
  - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
  - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
  - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
  - (6) Appropriate terms and conditions concerning closeout of the subaward.

- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
  - (1) The subrecipient's prior experience with the same or similar subawards;
  - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
  - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
  - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
  - (1) Reviewing financial and programmatic reports required by the pass-through entity.
  - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
  - (2) Performing on-site reviews of the subrecipient's program operations;
  - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
  - (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
  - (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

#### **§200.333 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity 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.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

- (d) 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 non-Federal entity.
- (e) 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.
- (f) 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).
  - (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
  - (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

**§200.336 Access to records.**

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to

this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

#### **§200.337 Restrictions on public access to records.**

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

#### **§200.338 Remedies for noncompliance.**

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny 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 Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

#### **§200.339 Termination.**

- (a) The Federal award may be terminated in whole or in part as follows:
  - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
  - (2) By the Federal awarding agency or pass-through entity for cause;
  - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
  - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

#### **§200.340 Notification of termination requirement.**

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR part 180.

#### **§200.341 Opportunities to object, hearings and appeals.**

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

#### **§200.342 Effects of suspension and termination.**

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and



- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

**§200.344 Post-closeout adjustments and continuing responsibilities.**

- (a) The closeout of a Federal award does not affect any of the following:
  - (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
  - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
  - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
  - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
  - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

**§200.345 Collection of amounts due.**

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements;
  - (2) Withholding advance payments otherwise due to the non-Federal entity; or
  - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.



**Interoffice Memorandum**

July 6, 2016

**TO:** Mayor Teresa Jacobs  
and the Board of County Commissioners

**FROM:** Mark V. Massaro, P.E., Director, Public Works Department *Joseph L. Massaro*

**CONTACT PERSON:** Renzo Nastasi, AICP, Manager  
Transportation Planning Division *RN*

**PHONE NUMBER:** (407) 836-8072

**SUBJ:** Resolution, State of Florida Department of Transportation Local Agency  
Program Supplemental Agreement for the Pine Hills Trail Construction

On May 19, 2015 the Orange County Board of County Commissioners (BCC) approved the Local Agency Program Agreement (LAP) and the first supplemental agreement for the construction of the Pine Hills Trail. The LAP Agreement awarded \$5,851,750 to the County for the construction of the Pine Hills Trail extending from Alhambra Drive to Silver Star Road - for a distance of 1.7 miles including a 0.7 mile trail spur to Barnett Park along Dolores Drive. Subsequent to the first supplemental agreement, Orange County BCC approved the construction contract for \$5,676,736 on April 5, 2016. Pursuant to the attached Agreement, total amount eligible for federal and state funding has now been adjusted to \$5,698,436. The adjustment is a result of received construction bids, revised mast arm costs and in-kind services.

The FDOT is requesting Orange County to approve a resolution and this second LAP supplemental agreement. The County Attorney's Office, Risk Management Division, Public Works Engineering Division, Parks and Recreation Division and Transportation Planning Division have reviewed the subject agreement and find it acceptable.

**Action Requested:** Approval and execution of Resolution of the Orange County Board of County Commissioners regarding the State of Florida Department of Transportation Supplemental Agreement #2 and approval and execution of State of Florida Department of Transportation Local Agency Program Supplemental Agreement FPN 428047-1-58/68-01 for the Pine Hills Trail Construction from Alhambra Drive to Silver Star Road between the State of Florida Department of Transportation and Orange County. District 6.

MM/RN/BS

**Attachment**

# RESOLUTION

*of the*

## ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

*regarding the*

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL AGREEMENT #2

Resolution No. 2016 - \_\_\_\_\_

WHEREAS, today, the Board of County Commissioners is approving a Supplemental Agreement #2 to the Local Agency Program Agreement with the State of Florida Department of Transportation for the Pine Hills Trail Project from 400 feet north of Alhambra Drive to Silver Star Road, FPN # 428047-1-58/68-01;

WHEREAS, previously, on May 19, 2015, the Board approved the original LAP Agreement and Supplemental Agreement #1, and the FDOT approved both of those documents on June 23, 2015; and

WHEREAS, the FDOT requires that Orange County adopt a Resolution authorizing its officials to execute Supplemental Agreement #2 on Orange County's behalf.

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

*Section 1. Authorization for County Mayor to Execute Supplemental Agreement #2 (FPN # 428047-1-58/68-01).* The County Mayor is hereby authorized to execute the above referenced Supplemental Agreement #2 with the FDOT on behalf of the Board of County Commissioners and the County.

**Section 2. Effective Date.** This Resolution shall take effect on the date of its adoption.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs, County Mayor

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

By: \_\_\_\_\_  
Deputy Clerk

Print Name: \_\_\_\_\_

SUPPLEMENTAL NO. 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 428047-1-58/68-01 CONTRACT NO. G0191
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The Florida Department of Transportation and Orange County Board of County Commissioners desires to supplement the original Agreement entered into and executed on June 23, 2015 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

#### PROJECT DESCRIPTION

Name Pine Hills Trail Construction Length ~1.7 miles  
Termini From: Alhambra Drive To: Silver Star Road

#### Description of Work:

The project involves construction of the Pine Hills Multi-Use Trail from Alhambra Drive to Silver Star Road (SR 438) within the Progress Energy corridor for a distance of approximately 1.7 miles. It also includes a trail segment to connect the multiuse trail from Gordon Barnett Park to the proposed Pine Hills Trail along Dolores Drive for an additional approximate distance of 0.7 miles.

The project includes a 10-ft wide, asphalt pavement bordered by 1-ft concrete ribbon curb and soil cement base for about two miles and the remaining portion of the multi-use trail will be constructed with 6" & 8" reinforced concrete. Construction will include, but is not limited to clearing & grubbing, milling & resurfacing, curb, erosion control, embankment, drainage improvements, landscaping & sodding and signing & pavement markings. Project also includes the construction of gravity wall, bulkheads, retaining walls, permanent sheet-pile wall, pedestrian/bicycle railings, 4' & 6' high fences and gates, concrete sidewalk, ground water treatment & disposal, riprap and bollards. Project will also include mobilization, maintenance of traffic and as-built plans and coordination with the utility companies.

Project involves signalization at Silver Star Road and Pine Hills Road crossings. Signalization includes furnishing and installation of mast arms, which is a premium cost. Instead, the county will receive reimbursement for the cost of equivalent standard strain pole configurations at these crossings.

All R/W has been acquired for construction.

#### Reason for Supplement and supporting engineering and/or cost analysis:

1. The original federal construction funding amount of **\$5,851,750.00** will be reduced by **(\$253,314.00)**, based on the lowest bid of **\$5,676,736.00**. Federal Aid eligible participating amount is **\$5,598,436.00**. Agency premium cost for mast arm upgrades are Federal Aid Ineligible and the current cost is **\$78,300.00**, reduced from the previous estimate of **\$96,807.00**. Supplemental Agreement includes **\$221,129.00** of added Local funds (LF) to phase 68 agency CEI support. Said revisions are reflected on the **ADJUSTED EXHIBIT "B" SCHEDULE OF FUNDING**, attached hereto and incorporated herein, as page 2.

2. To further clarify the project termini as being Alhambra Drive to Silver Star Road.

3. Addition of Exhibit "T" Traffic Maintenance Agreement (TMA) Maintenance. This exhibit, which further outlines maintenance responsibilities agreed to in section 13.13 (referenced as 16.L on Exhibit "T") of the LAP agreement, was inadvertently omitted from the original agreement.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

Page 2 of 3

SUPPLEMENTAL NO. 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 428047-1-58/68-01 CONTRACT NO. G0191
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Right-of-Way</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>					
FY: 2014-2015	\$5,948,557.00	(\$253,314.00)	\$5,676,736.00	\$78,300.00	\$5,598,436.00
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Construction Cost	\$5,948,557.00	(\$253,314.00)	\$5,676,736.00	\$78,300.00	\$5,598,436.00
<b>Construction Engineering and Inspection (CEI)</b>					
FY: 2014-2015	\$100,000.00		\$100,000.00		\$100,000.00
FY: 2015-2016		\$221,229.00	\$221,229.00	\$221,229.00	
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total CEI Cost	\$100,000.00	\$221,229.00	\$321,229.00	\$221,229.00	\$100,000.00
Total Construction & CEI Costs	\$6,048,557.00	(\$32,085.00)	\$5,997,965.00	\$299,529.00	\$5,698,436.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$6,048,557.00</b>	<b>(\$32,085.00)</b>	<b>\$5,997,965.00</b>	<b>\$299,529.00</b>	<b>\$5,698,436.00</b>

SUPPLEMENTAL NO. 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 428047-1-58/68-01 CONTRACT NO. G0191
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY : Orange County  
BY: Board of County Commissioners

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Frank J. O'Dea, P.E.  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title: Executive Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
See attached Encumbrance Form for date of funding approval by Comptroller.



**EXHIBIT "T"**

**TRAFFIC SIGNAL MAINTENANCE**

Paragraph 16.L is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Agency, and the designated officer of the Agency has favorably acknowledged the request order, the Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Agency.
7. The Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Agency may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Agency in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Agency shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40T  
PROGRAM MANAGEMENT  
OGC - 08/15  
Page 2 of 2

8. The Agency shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Agency shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
1/15  
Page 1 of 1

**EXHIBIT 1**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$5,698,436.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>


Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsrs.gov/>



## Interoffice Memorandum

June 14, 2016

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

FROM: Chris Testerman, AICP   
Assistant County Administrator

CONTACT PERSON: **Steven Thorp**  
**Planner II, Planning Division**  
**(407) 836-5549 or steven.thorp@ocfl.net**

SUBJECT: July 19, 2016 – Public Hearing  
Restated Joint Planning Area Agreement Between Orange County  
and The Town of Oakland

The current Joint Planning Area (JPA) agreement between Orange County and the Town of Oakland has existed since August 19, 1986. This agreement envisioned Oakland growing minimally and is not as robust as other JPA agreements the County has with other municipalities. To address issues identified between Orange County and Oakland, a new restated agreement has been created to supersede the existing one.

This new agreement addresses the following key points:

- Expansion of the Joint Planning Area to cover the entire area between Lake Apopka, the City of Winter Garden Joint Planning Area, Johns Lake (including Deer Island), and Lake County.
- Identification of enclaves that can be annexed by interlocal agreement.
- Identifies which jurisdiction will maintain certain infrastructure and facilities.
- Provides reciprocal notification of various land use applications.

The term for this agreement is ten years, with automatic one year extensions.

The Town of Oakland approved this restated agreement on May 10, 2016.

**ACTION REQUESTED: Approval of the Restated Joint Planning Area Agreement Between Orange County and The Town of Oakland. District 1.**

### Attachment

c: Joel Prinsell, Deputy County Attorney, County Attorney's Office  
Jon V. Weiss, Director, Community Environmental Development Services Department  
Alberto Vargas, MArch, Manager, Planning Division  
Susan McCune, AICP, Project Manager, Planning Division

**RESTATED**  
**JOINT PLANNING AREA AGREEMENT**  
**BETWEEN**  
**ORANGE COUNTY AND THE TOWN OF OAKLAND**

Approved by the Orange County  
Board of County Commissioners  
\_\_\_\_\_, 2016

Approved by the Town of Oakland  
Town Commission  
May 10, 2016

**RESTATED JOINT PLANNING AREA AGREEMENT**  
**BETWEEN**  
**ORANGE COUNTY AND THE TOWN OF OAKLAND**

This Restated Joint Planning Area Agreement (the "Agreement") is made by and between **Orange County, Florida**, a charter county and a political subdivision of the State of Florida (the "County"), and the **Town of Oakland** (the "Town"), a municipality existing under the laws of the State of Florida.

**RECITALS**

**WHEREAS**, an Interlocal Agreement for Joint Comprehensive Planning Area between the County and the Town became effective on August 19, 1986, and remains in effect today (the "Original Agreement");

**WHEREAS**, pursuant to Section 163.3161 through Section 163.3217 in Part II of Chapter 163, Florida Statutes, now known as the Community Planning Act ( "Act"), the Town has adopted its comprehensive plan, and has subsequently amended it from time to time;

**WHEREAS**, pursuant to the Act, the County has adopted its comprehensive plan, and has subsequently amended it from time to time;

**WHEREAS**, it is in the intent of the Act to encourage and assure cooperation between and among municipalities and counties;

**WHEREAS**, subsection 163.3171(4), Florida Statutes, provides for the adoption of agreements between local governments as may be necessary or desirable to effectuate the provisions and purposes of Section 163.3177(6)(h), Florida Statutes;

**WHEREAS**, Section 163.3177(6)(h), Florida Statutes, requires increased intergovernmental coordination, including but not limited to, a procedure to identify and

implement joint planning areas, especially for the purpose of annexation and identification of infrastructure service areas;

**WHEREAS**, the County and the Town wish to agree on certain terms and procedures for the timely review and processing of comprehensive plan amendments, annexations, and certain development permits, including rezonings, within a joint planning area;

**WHEREAS**, in order to accomplish the objectives of the Act in general and Section 163.3177(6)(h), Florida Statutes, in particular, the County and the Town wish to identify the boundaries of a joint planning area as depicted and described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Joint Planning Area," or "JPA"), and affirm that the JPA is necessary to ensure adequate intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing infrastructure;

**WHEREAS**, subsection 163.3177(6)(h), Florida Statutes, allows municipalities to include binding annexation areas in joint planning agreements;

**WHEREAS**, in order to accomplish the objectives of the Act in general and Section 163.3177(6)(h), Florida Statutes, in particular, the County and the Town intend, during the term of this Agreement, that the Town will annex only unincorporated lands in the JPA;

**WHEREAS**, the Town has determined that the unincorporated lands included in the JPA meet or exceed the land area the Town reasonably anticipates annexing during the term of this Agreement;

**WHEREAS**, the County and the Town have found that annexation outside the JPA will result in development proposals that would cause significant extra-jurisdictional impacts on the County, including but not limited to negative impacts on the County's ability to plan for future development and provision of utilities, as well as significant negative economic impacts on the

Town because of the cost of providing infrastructure outside the JPA, and the costs of such negative impacts would be borne by the citizens of the County and the Town;

**WHEREAS**, the County and the Town also wish to agree on certain terms and procedures for the maintenance, operation, and ownership of certain roads and drainage features within the JPA;

**WHEREAS**, it is not the intent of this Agreement to restrict the County's authority to amend its comprehensive plan or to otherwise make land use decisions for unincorporated areas inside or outside the JPA;

**WHEREAS**, likewise, it is not the intent of this Agreement to restrict the Town's authority to amend its comprehensive plan or to otherwise make land use decisions for lands inside the corporate boundaries of the Town;

**WHEREAS**, the County and the Town have also found that, as authorized by Section 163.3177(6)(h), Florida Statutes, the provisions and covenants in this Agreement are consistent with the Intergovernmental Coordination Elements of the Town's and County's respective comprehensive plans, and provide a process and a means for the mitigation of such significant extra-jurisdictional impacts;

**WHEREAS**, this Agreement shall replace and supersede the Original Agreement; and

**WHEREAS**, however, this Agreement shall not replace or impact any other valid agreements between the Town and the County which are effective as of the date of execution of this Agreement, unless expressly stated otherwise in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the County and the Town agree as follows:



1. **Recitals.** The foregoing recitals are true and form a material part of this Agreement.

2. **Joint Planning Area.**

(a) *Boundaries.* The lands depicted and described in Exhibit "A" attached hereto and incorporated herein by reference shall constitute the Joint Planning Area ("JPA"). The unincorporated lands within the JPA are lands most likely to be developed for urban purposes during the term of this Agreement. Therefore, during the term of this Agreement, the Town may annex, voluntarily or involuntarily, consistent with Chapter 171, Florida Statutes, only from those unincorporated lands.

(b) *Joint Planning.* In the event a joint plan or instrument is created separately pursuant to or as a result of this Agreement, the County and the Town agree to cooperate in preparing and adopting comprehensive plan amendments applicable to the area described herein. Such comprehensive plan amendments shall define the area covered by it and may include all or any of the elements included within the comprehensive plan of the County or the Town. To the extent any element of the comprehensive plan that would otherwise be applicable to such area is not included in such a joint plan, the former will also be applicable.

(c) *Land Development Regulations.* The administration and enforcement of land development regulations within the JPA, including but not limited to the West State Road 50 Corridor Overlay District (referenced in Chapter 38, Article VII, Division 11, Orange County Code), (hereinafter "County Overlay District"), and the Town of Oakland Gateway Corridor Overlay District (referenced in Article XVI of the Town of Oakland Zoning Code), (hereinafter "Town Overlay District"), shall be undertaken by the party within whose boundaries that area is

located at the time. Such regulations shall be enforced, except to the extent of any inconsistency or conflict with the provisions of this Agreement.

(d) *Comprehensive Plan Amendments.* Upon annexing any unincorporated area lying within the JPA, within eighteen months thereafter (unless extended with the consent of the County), the Town shall hold the requisite public hearings to adopt a comprehensive plan amendment pursuant to the Act to establish a future land use element map designation for such annexed area. Pursuant to Section 171.062(2), Florida Statutes, if the annexed area was subject to a county plan use plan or county zoning or subdivision regulations, those regulations shall remain in full force and effect until the Town adopts a comprehensive plan amendment that includes the annexed area,

(e) *Joint Action.* This paragraph is intended to comply with the requirements of Section 163.3171(1), Florida Statutes, with respect to the establishment of procedures for joint action.

(f) *Consistency Determinations.* All consistency determinations for any development permit to be issued within the JPA shall be made by the jurisdiction within whose boundaries that area is located. The non-determining party shall have standing to challenge any such determination.

#### 4. Annexations.

(a) *In General.* Nothing herein shall be construed as amending any annexation law or altering the interest or rights of either party under the Municipal Annexation or Contraction Act, Chapter 171, Florida Statutes. The County shall not contest any lawful annexation where the unincorporated area proposed for annexation lies within the JPA and is contiguous, compact, and does not create an enclave, and the annexation does not conflict with this Agreement. No area

within the JPA shall be considered as within the jurisdiction of the Town until such time as annexation of such area has been lawfully completed. However, annexation shall not be construed as removing the annexed area from the coverage of this Agreement.

(b) *"Wraparound" Annexations.* The Town shall not initiate, propose, or adopt any "wraparound" annexations under Section 171.0413, Florida Statutes, except to avoid the creation of an enclave or to eliminate or reduce an existing enclave.

(c) *West Orange Trail.* The West Orange Trail and associated trailheads which are not already under the Town's jurisdiction shall not be annexed by the Town, unless the County requests such annexation. Upon annexation, any future construction, maintenance, or alterations associated with the West Orange Trail facilities and its trailheads shall be subject only to the County's development review process and permitting. Any portion of the West Orange Trail and associated trailheads that is, will become, or becomes surrounded by the Town as a result of an annexation, shall not be deemed to be an "enclave" if the County does not request that such property be annexed by the Town.

(d) *Notice.* In addition to the notice requirements stated at Section 171.0413, Florida Statutes, and Section 171.044, Florida Statutes, the Town shall provide written notice of each proposed annexation, a fiscal impact analysis (if and when required by Florida's annexation statutes), and a corresponding service plan to the County at least fifteen (15) days prior to the initial reading of the proposed annexation ordinance, and shall provide written notice to all affected property owners at least fifteen (15) days prior to the initial reading of the proposed annexation ordinance.

(e) *Enclaves.* It is both parties' intent to reduce and eliminate unincorporated enclaves within the JPA. To that end, within two years from the effective date of this

Agreement, the Town and the County shall use their best efforts to enter into interlocal agreements pursuant to Section 171.046, Florida Statutes, to eliminate all developed enclaves of ten (10) acres or less that exist on the effective date of this Agreement. Those enclaves are identified and depicted in **Exhibit "B"** attached hereto and incorporated herein by reference.

**4. Roads.**

(a) Where annexation before and/or after the effective date of this Agreement causes greater than fifty percent (50%) of the total linear frontage along both sides of any local road located between two intersecting streets to lie within the Town's municipal boundaries, except for a road that is part of the State Highway System or a road that is a County functionally classified road, the Town thereupon accepts the authority and responsibility to maintain, control, repair, improve and operate such road or segment thereof, including any associated drainage conveyance, easement, or retention pond serving that road segment, and the road or segment then becomes part of the Town's street system. Hull Island Road between Simeon Road on the south and its dead end (terminus point) on the north and J. W. Jones Road between the Town's existing municipal boundary on the south and Lake Apopka Boulevard on the north are deemed to be two such roads.

(b) The term "road" is defined herein as defined by Section 334.03(22), Florida Statutes.

(c) Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity may have been waived, liability for torts shall be in the Town.

(d) Also pursuant to Section 337.29(3), except as may be otherwise provided by law or this Agreement, the Town shall have the same governmental, corporate, and proprietary

powers with relation to the roads that the Town has with relation to other public roads and rights-of-way within the Town.

(e) Furthermore, the Town accepts the authority and responsibility to control traffic and own and operate all traffic control devices on such roads, pursuant to Section 316.006(2), Florida Statutes.

(f) The County hereby dedicates, and the Town hereby accepts, any portion of such road that was heretofore dedicated and accepted by the County. Also, the County shall execute and deliver to the Town a County Deed in favor of the Town for any portion of such road that the County holds, or may hold, in fee title, and within thirty (30) days after receipt thereof, the Town shall accept the County Deed by recording it in the Official Records of Orange County at the Town's expense. The legal description and sketch of description attached to the County Deed shall constitute the right-of-way map required under Section 337.29(3), Florida Statutes, in order to vest title in the road with the Town.

(g) The Town and the County have identified a roundabout as the proper access treatment to be constructed generally at the convergence of J. W. Jones Road, Oakland Avenue, and Old Highway 50 (the "Roundabout"). Further coordination, agreements, and approvals are required among the Town, the County, and the Florida Department of Transportation, as to such roundabout and its impact on and necessary realignment of the West Orange Trail. It is anticipated that construction of the Roundabout will include the demolition, realignment, drainage features and construction, involving and related to the Roundabout, including but not limited to J. W. Jones Road, Oakland Avenue, Old Highway 50, and the West Orange Trail (which improvements are hereinafter referred to as the "Complete Right of Way, Roundabout and Trail Improvements.") The Town and the County agree to cooperate in the expeditious

resolution of all issues relating to the Complete Right of Way, Roundabout and Trail Improvements and to work with the Florida Department of Transportation in such effort.

**5. Drainage Features.**

(a) Where annexation before and/or after the effective date of this Agreement causes greater than fifty percent (50%) of the area contributing to a *drainwell* to lie within the Town's municipal boundaries, the County shall transfer, and Town shall accept a transfer, of any and all permits and property rights associated with such drainwell. Immediately following the effective date of the annexation causing the 50% number to be exceeded, the Town shall assume responsibility for operation and maintenance of such drainwell. All permits associated with such drainwell shall be assigned or transferred to the Town.

(b) Where annexation before and/or after the effective date of this Agreement causes the majority or all of the area surrounding a *drainage control structure*, such as a dam, weir or valve, to lie within the Town's municipal boundaries, the County shall transfer, and the Town shall accept a transfer, of all permits and property rights associated with such drainage control structure, unless otherwise provided for in this Agreement or by separate agreement between the County and the Town. Immediately following the effective date of the annexation causing the majority or all of the area surrounding a drainage control structure to lie within the Town's municipal boundaries, the Town shall assume responsibility for maintenance of such drainage control structure, unless otherwise agreed between the County and the Town.

(c) Where annexation before and/or after the effective date of this Agreement causes the majority or all of the area surrounding a *ditch, swale, retention pond, or other miscellaneous conveyance system* to lie within the Town's municipal boundaries, the County shall transfer, and Town shall accept a transfer, of all permits and property right associated with such conveyance

system. Immediately following the effective date of the annexation causing the majority or all of the area surrounding the conveyance system to lie within the Town's municipal boundaries, the Town shall assume ownership and responsibility for operation and maintenance of such conveyance system, including all related stormwater pipes within the Town's jurisdictional boundaries, unless otherwise specifically provided for in this Agreement or by separate agreement between the County and the Town.

(d) Where annexation before and/or after the effective date of this Agreement causes greater than fifty percent (50%) of the total linear frontage along both sides of any *drainage canal* for any continuous distance greater than one thousand feet (1,000') to lie within the Town's municipal boundaries, the County shall transfer, and the Town shall accept a transfer, of all permits and property rights associated with the portion of such drainage canal. Immediately following the date of annexation causing the 50% number to be exceeded, the Town shall assume responsibility for such portion of the drainage canal, unless otherwise specifically provided for in this Agreement or by separate agreement between the County and the Town.

(e) The Town and the County acknowledge that the Motamassek Ditch (a/k/a, John's Lake Outfall Ditch) is a critical element of drainage infrastructure that provides flood relief to those portions of Orange County and Lake County which lie within the John's Lake Drainage Basin, and provides conveyance for stormwater flows being generated from State Road 91 (Turnpike), S.R. 50 and S.R. 438, as well as residential and commercial areas within the Town of Oakland and the City of Winter Garden. The Town and County also acknowledge that neither party directly owns any of the lands through which the Motamassek Ditch passes, nor has an obligation, whether written or otherwise, to provide for operation and maintenance of this ditch. Notwithstanding, the Town and the County are in agreement that a public need exists for the

development of a plan that will enable, and provide funding for, the future operation and maintenance of this ditch. The Town and County are further in agreement that the Town and County will cooperate in facilitating meetings with the appropriate stakeholders in an effort to formulate such a plan within three (3) years from the effective date of this Agreement, or as soon thereafter as is practicably feasible.

**6. Infrastructure.**

As the Town lawfully annexes property located within the JPA, the parties agree to work together in good faith to enter into necessary Interlocal Agreements to resolve any and all issues related to the transferring of infrastructure, associated permits and other property rights (such as easements) which primarily benefit the area that is subject to the annexation, especially as it relates to drainage facilities and improvements, including but not limited to those facilities and improvements described in paragraphs 4 and 5.

**7. Water and Wastewater Service.**

(a) The Town has owned and operated a potable water system and has planned and provided infrastructure to support the entire JPA's required capacity for potable water, including the unincorporated area lying within the JPA. Also, the Town has entered into interlocal agreements with adjacent local governments for wastewater service. Therefore, it is not fiscally feasible or necessary for the County to provide potable water or wastewater infrastructure or service within the JPA, including the unincorporated area lying within the JPA.

(b) The Town and the County shall cooperate on transferring the ownership and maintenance responsibilities for the Lake Johns Shores Water Supply Facility from the County to the Town, and use their best efforts to do so within three (3) years from the effective date of this Agreement, or as soon thereafter as is practicably feasible.



**8. Notices of Annexations, Comprehensive Plan Amendments, and Development Permits.**

(a) Subject to subparagraph 8(c), with respect to a proposed annexation, or comprehensive plan amendment relating to the JPA or this Agreement, including the Evaluation and Appraisal Report ("EAR"), or with respect to an application for any development permit (as that term is defined in the next sentence below) within the JPA, the party processing the amendment or application shall send notice consistent with the terms and provisions of subparagraph 8(d) prior to any decision or determination on the proposed amendment or development permit.

(b) For purposes of this Agreement, the term "development permit" means a development of regional impact, a rezoning, a special exception, a variance, a development plan, or a subdivision plan approval. Delivery of such notice shall be considered jurisdictional to the consideration of any such application.

(c) The Town and the County shall also provide the other party with notice for any application for a comprehensive plan amendment or a development permit, as defined in Section 9(a) of this Agreement, for any tract, lot or parcel lying adjacent to the other party's jurisdictional boundary, or any application that affects property lying within the JPA.

(d) (1) Such notice shall be provided pursuant to paragraph 15 at least ten (10) business days prior to any public hearing scheduled to consider an application or proposal to amend a comprehensive plan or seek a development permit or initiation of such action by the Town or the County, whatever the case may be. Upon request, either party may obtain a copy of any such application or proposal and a copy of any staff report, and be notified of all public

hearing dates with respect thereto and of all other dates on which action may be taken with respect to such application.

(2) The party receiving notice may comment or object in writing to any such application or proposal, and, if objecting, shall at least summarize in writing the reasons for any such objection.

(3) The County shall ensure that any comments and objections submitted by the Town are introduced into the record at all applicable public hearings before the County. Likewise, the Town shall ensure that all comments and objections submitted by the County are introduced into the record at all applicable public hearings before the Town.

**9. Term and Termination.**

(a) The term of the Agreement shall be for a period of ten (10) years, unless extended in accordance with the terms of subparagraph 9(b) below.

(b) This Agreement shall be automatically extended for an additional one (1) year term, unless either the Town or the County, as the case may be, delivers a notice of non-renewal to the other party at least one (1) year prior to the expiration of the original ten (10) year term of this Agreement. Thereafter, this Agreement shall be automatically extended for consecutive one (1) year terms unless either the Town or the County, as the case may be, delivers a notice of non-renewal to the other party at least nine (9) months prior to the termination date of any such extended one (1) year term. The party giving such a notice of non-renewal may, in such party's sole discretion, revoke such notice of non-renewal at any time prior to the expiration date of the term or any extended term of this Agreement.

**10. Essential Facilities, Services and Water Plant.** Essential facilities and services, including without limitation, fire protection, law enforcement, recreation service, water, streets,

sidewalks, street lighting, garbage and trash collection and disposal, waste and sewage collection and disposal, drainage and transportation, shall be provided by the party within whose jurisdiction the property lies, unless such facility or services is otherwise provided for in this Agreement or by a separate agreement executed by the County or the Town. The parties agree that their respective staffs shall endeavor to meet on an annual basis to discuss capital improvements projects that will affect the Town or the County, relative to the area within the JPA.

11. **School Capacity.** The parties acknowledge that the terms of Section 704.B.2 of the Orange County Charter, as implemented by Orange County Ordinance No. 2006-04 and as further implemented by the Interlocal Agreement Regarding School Capacity between Orange County and Orange County Public Schools executed by Orange County Public Schools June 21, 2006, control.

12. **Amendments and Waivers.**

(a) This Agreement and Exhibits "A" and "B" may be amended only pursuant to an instrument in writing which has been authorized by at least a majority vote of both the County Commission and the Town Commission, and that has been jointly executed by the parties hereto.

(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, either party shall have the right, but not the obligation, to waive (in writing), on a case by case basis, any right or condition herein reserved or intended for the benefit of such party without being deemed to have waived such right or condition for any other case and without being deemed to have waived any other rights or conditions.

**13. Conflict Resolution.**

(a) The East Central Florida Regional Planning Council, or another independent mediation group as may be agreed upon by the parties at the time of a dispute, shall serve as the forum for informal nonbinding mediation of any disagreements or conflicts between the Town and the County with respect to the matters set forth in this Agreement.

(b) Notwithstanding the foregoing, in the event that either party determines in good faith that it is necessary to file a lawsuit in order to meet a jurisdictional time period or otherwise preserve a legal right, such lawsuit may be filed, but shall be abated once the filing and any other act necessary to preserve the legal right occurs, and the parties shall attempt to resolve the issue pursuant to the procedures stated at Chapter 164, Florida Statutes.

(c) In the event the parties cannot resolve a conflict after following the procedures set forth in this paragraph and in the law, then the parties may pursue such other remedies as may be available for resolution of such conflict, including but not limited to the pursuit of all administrative and judicial remedies.

**14. Enforceability.** This Agreement (and any part of this Agreement that survives termination of this Agreement) shall be enforceable by the parties hereto by whatever remedies are available in law or equity, including injunctive relief and specific performance.

**15. Notices.** All notices, comments, consents, approvals, waivers and elections that any party shall be required, requested or desire to make or give under this Agreement, including notices related to and/or prior to the first public hearing on any proposed comprehensive plan amendment, annexation, rezoning, or other development permit, any of which shall be related to the area described in this JPA, shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested,

facsimile transmission, or electronic mail. Such communications shall be addressed to the applicable addressees set forth below or as either party may otherwise designate in the manner prescribed herein.

If to the County:      Orange County Planning Manager  
Community, Environmental and Development Services  
201 S. Rosalind Avenue  
P.O. Box 1393  
Orlando, Florida 32802

With a copy to:      Orange County Administrator  
201 S. Rosalind Avenue  
P.O. Box 1393  
Orlando, Florida 32802

If to the Town:      Town Manager  
Town of Oakland  
P.O. Box 98  
Oakland, Florida 34760

With a copy to:      Town Clerk  
Town of Oakland  
P.O. Box 98  
Oakland, Florida 34760

Notices, comments, consents, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other address as such party may have substituted therefor by notice to the other.

16.    **Disclaimer of Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Town and the County, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party, including without limitation any other municipality. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity, other than the

parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

17. **Binding Effect.** All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

18. **Validity of Agreement.** The Town and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on a claim of illegality, invalidity, or unenforceability of any nature.

19. **Covenant to Defend.** If this Agreement or any portion hereof is challenged in any judicial, administrative or appellate proceeding (each party hereby covenanting with the other party not to initiate or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both parties mutually agree not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

20. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matters specifically addressed herein, and all prior agreements, understandings, representations and statements, oral or written, on this subject matter, including the Original Agreement from 1986, are replaced and superseded by this Agreement. This Agreement has no effect on any other valid agreements effective as between the Town and the County as of the date of execution of this Agreement.

21. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida, and venue for any action to enforce the provisions of this Agreement, as

amended, shall be in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida.

22. **Effective Date.** This Agreement shall take effect upon the date of approval by the Town or the date of approval by the County, whichever date is later.

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

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

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**TOWN OF OAKLAND**

By: Town Commission

By: Kathy Stark  
Kathy Stark, Mayor

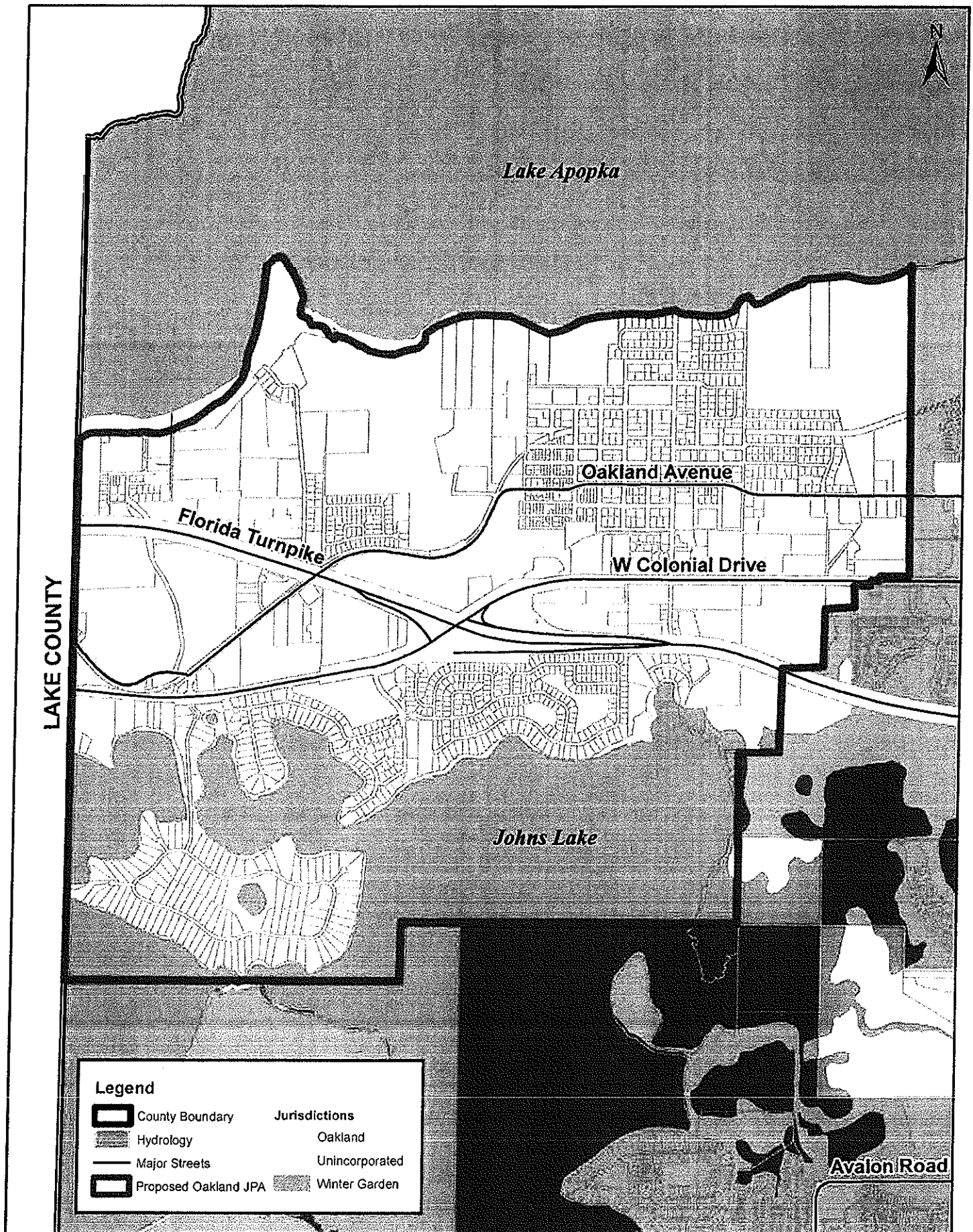
Date: 5-10-16

ATTEST: Kimberly M. Gay, Town Clerk

Kimberly M. Gay  
Title: Town Clerk

By: Kimberly M. Gay

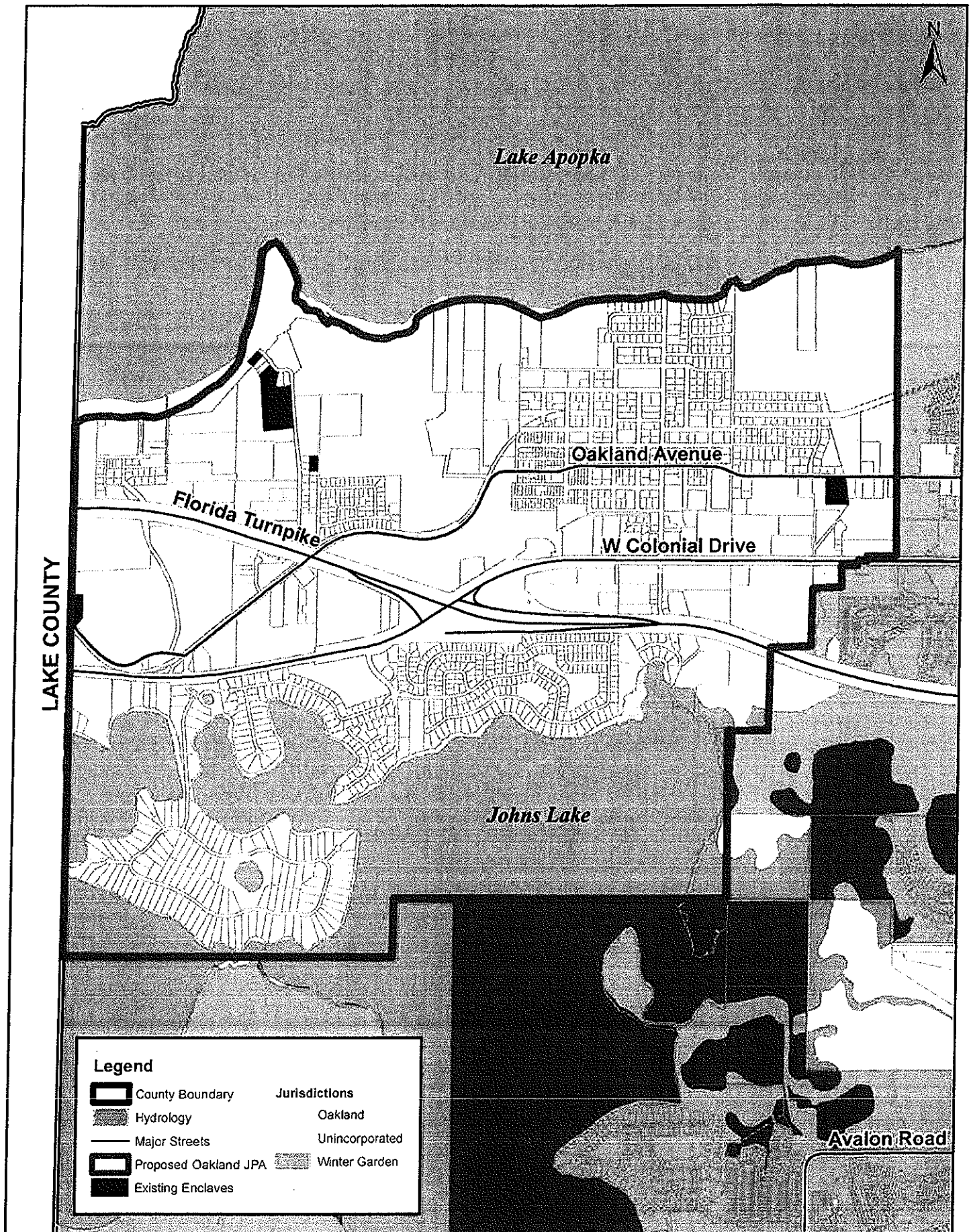
# Exhibit A Joint Planning Area





# Exhibit B

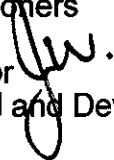
## Existing Enclaves (developed; 10 acres or less in size)






June 28, 2016

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

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

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

SUBJECT: July 19, 2016 – Public Hearing  
Shoreline Alteration/Dredge and Fill Permit Modification  
Application for Michael Stopperich (SADF-15-06-006)

The applicant, Michael Stopperich, is requesting a Shoreline Alteration/Dredge and Fill Permit Modification to construct a new seawall across his canal bank located on his property at 10424 Pocket Lane on the Fish-Pocket Canal. The Parcel ID for the site is 09-24-28-5844-00-584. The subject property is located in Orange County Commission District 1.

Notification of the public hearing was sent on June 17, 2016, to the property owners within 500 feet of the project site.

On September 1, 2015, the Board of County Commissioners approved SADF-15-06-006. This permit authorized construction of a boat basin excavated from uplands. On May 17, 2016, the Environmental Protection Division (EPD) received a permit modification request to construct a seawall along the length of the remaining shoreline. This new wall will connect into a proposed wall along the property to the north. Rip-rap or plantings are not requested due to navigational concerns in the canal.

Pursuant to Orange County Code, Chapter 33, Article IV, EPD staff has evaluated the proposed Shoreline Alteration application and required documents.

There has not been enforcement action taken by EPD on the subject property.

**Staff Recommendation**

Approval of the Shoreline Alteration/Dredge and Fill Permit, subject to the following conditions:

**Specific Conditions:**

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the 'Construction Plan' submitted by Streamline Permitting, Inc., dated as received on May 17, 2016, by the Environmental Protection Division (EPD). The permitted work must be commenced within six (6) months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void. The operational phase of this permit is effective upon the completion of the construction and continues in perpetuity.
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. All dredged debris material shall be removed to an approved upland location.
5. A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
6. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.
7. No filling is approved with this permit.
8. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

General Conditions:

9. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
10. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
11. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
12. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
13. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

14. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
15. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
16. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate. EPD may revoke the permit upon discovery of information that was provided in the permit application that is later discovered to be inaccurate, or if the project may cause pollution to water bodies, cause an adverse impact to navigation, cause an adverse impact on the riparian rights of other waterfront property owners, or impede the use and enjoyment of the waterbody by the public.
17. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
18. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
19. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
20. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
21. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
22. 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.

Page Five

July 19, 2016 – Public Hearing

Shoreline Alteration/Dredge and Fill Permit Modification Application for Michael Stopperich (SADF-15-06-006)

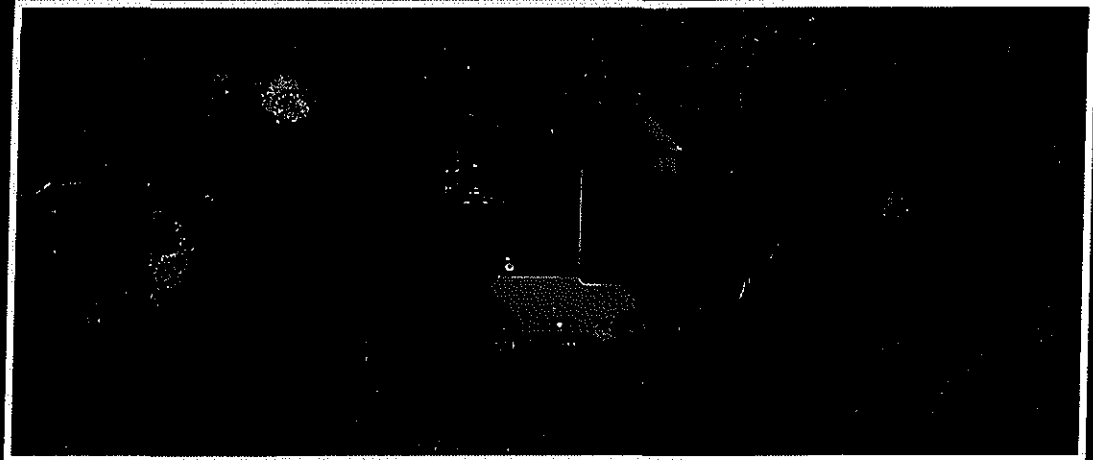
23. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

**ACTION REQUESTED: Approval of Shoreline Alteration/Dredge and Fill Permit Modification for Michael Stopperich (SADF-15-06-006), subject to the conditions listed in the staff report. District 1**

JVW/LC: mg

Attachments

# Shoreline Alteration/Dredge and Fill Permit Application



## Shoreline Alteration/Dredge and Fill Permit Application

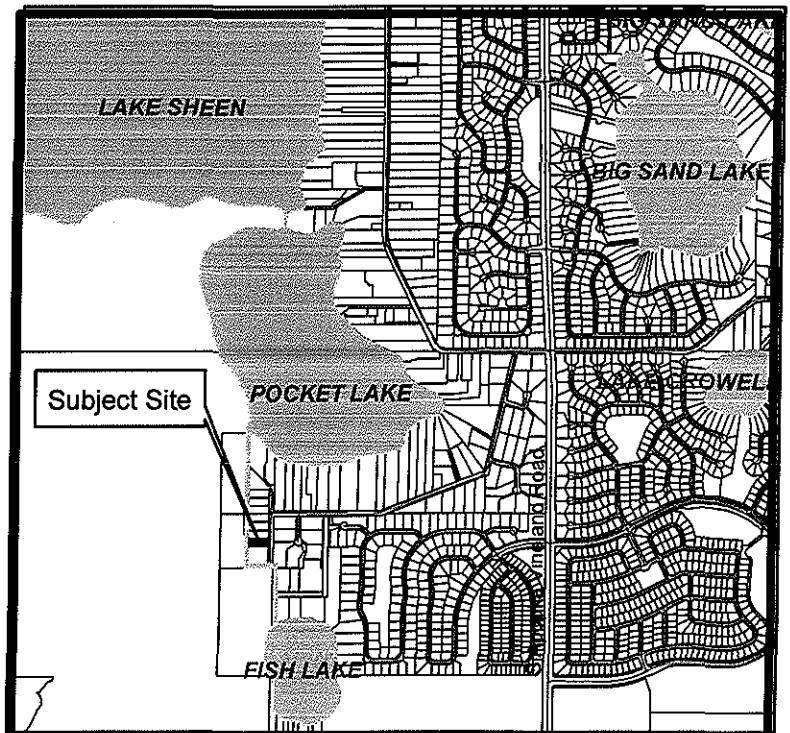
**District #1**

**Applicant:** Michael Stopperich

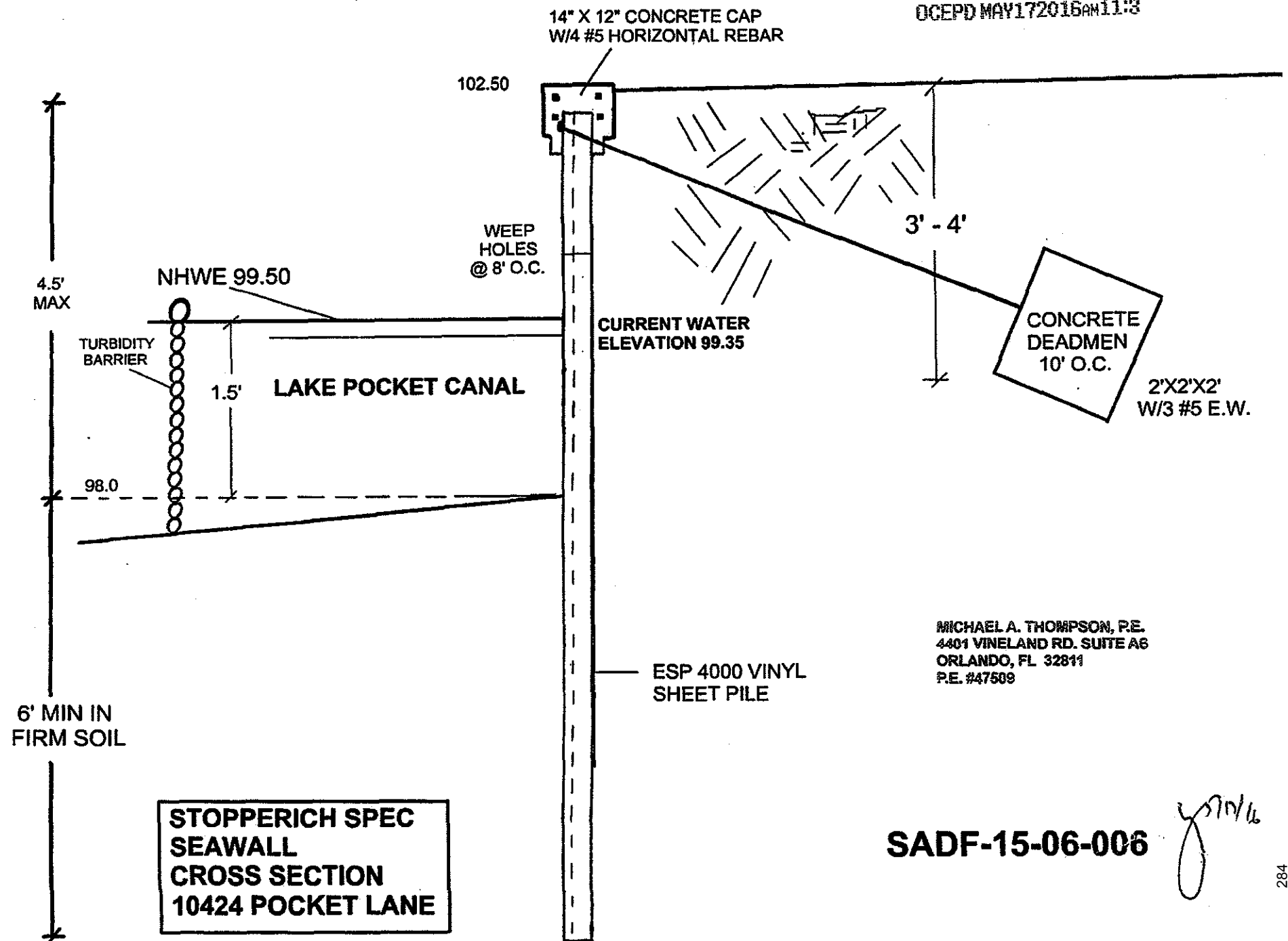
**Parcel IDs:** 09-24-28-5844-00-584

**Project Site**

**Property Location** ●



OCEPD MAY172016AM11:3



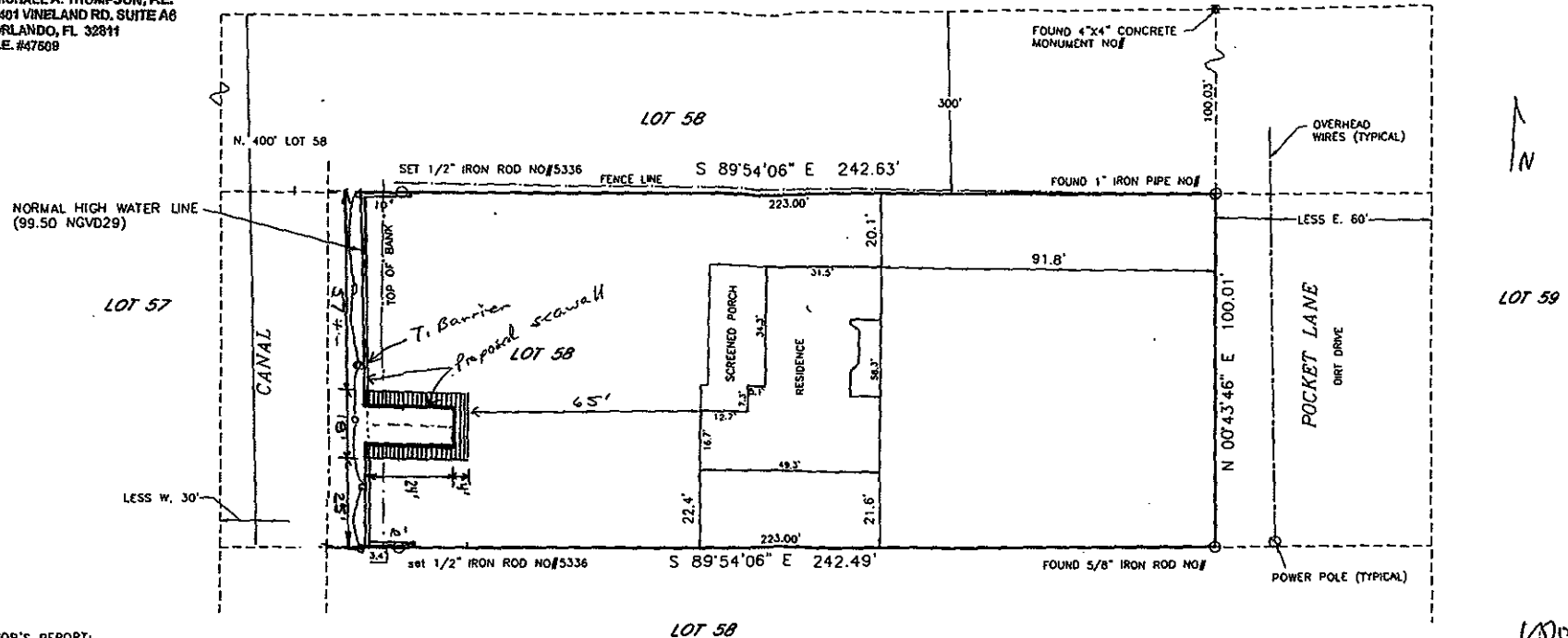


SAOF-15-06-006

## LEGAL DESCRIPTION:

THE SOUTH 100 FEET OF THE NORTH 400 FEET OF LOT 58 (LESS THE EAST 60 FEET AND LESS THE WEST 30 FEET), WILLIS R. MUNGER'S LAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 22, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

MICHAEL A. THOMPSON, P.E.  
4401 VINELAND RD. SUITE A8  
ORLANDO, FL 32811  
P.E. #47508

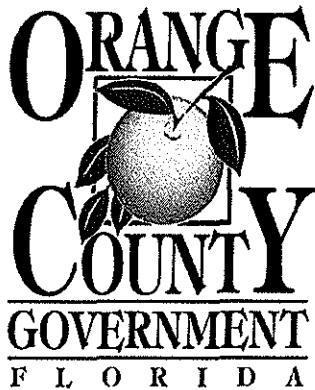


## SURVEYOR'S REPORT:

1. THE SURVEYOR DID NOT PERFORM AN ABSTRACT OF TITLE. THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
2. LEGAL PROVIDED BY CLIENT.
3. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS NOTED.
4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF POCKET LANE AS BEING N00°43'46"E, ASSUMED.

Date	Revisions	DATE: 4-4-15	SCALE: 1" = 30'	CAL. BY: SEB	DRAWN BY: SEB	JOB NO. 111006A
		<p align="center"><b>PLAT OF BOUNDARY SURVEY</b></p> <p align="center">ATLANTIC SURVEYING 308 S. DILLARD STREET WINTER GARDEN, FLORIDA 34787 (407) 877-9983/FAX (407) 656-4437</p> <p align="right">             STEVEN E. BLANKENSHIP P.S.M. #5361            STATE OF FLORIDA         </p>				

006PD MW172018M11-3



**Environmental Protection Division**

**SHORELINE  
ALTERATION/DREDGE &  
FILL PERMIT**

**Permit No:** SADF-15-06-006

**Date Issued:** September 14, 2015

**A Permit Authorizing:**

Excavation of uplands to create a boat basin and construction of a seawall on the property referenced below, adjacent to Fish/Pocket Canal.

This permit is issued pursuant to Orange County Code, Chapter 33, Windermere Water and Navigation Control District, Section 33-129, and is subject to the Permit Conditions provided on the following pages:

**Activity Location:**

10424 Pocket Lane  
Orlando, Florida 32836  
Parcel ID: 09-24-28-5844-00-584  
Orange County Commission District: 1

**Permittee / Authorized Entity:**

Michael Stopperich  
c/o Sheila Cichra  
Streamline Permitting, Inc.  
2154 Oak Beach Boulevard  
Sebring, Florida 33875  
E-mail: [sheilacichra@gmail.com](mailto:sheilacichra@gmail.com)

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Orange County Environmental Protection Division  
800 Mercy Drive, Suite 4  
Orlando, Florida 32808-7896.  
407-836-1400/ Fax: 407-836-1499  
[www.OCEPD.org](http://www.OCEPD.org)

**The Board of County Commissioners (BCC) approved this permit on September 1, 2015, subject to the following conditions:**

**Specific Conditions**

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the 'Construction Plan' submitted by Streamline Permitting, Inc., dated as received on July 31, 2015, by the Environmental Protection Division (EPD). The permitted work must be commenced within six (6) months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void.
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. All dredged debris material shall be removed to an upland location.
5. A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
6. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.
7. No filling is approved with this permit.

**General Conditions**


8. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.
9. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

10. Construction plans shall be submitted to EPD prior to initiating any construction activities for review and approval. The construction plans shall include, but are not limited to, a site plan clearly depicting the location and acreage of the impacts and preservation.
11. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
12. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
13. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
14. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
15. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
16. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.

17. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate. EPD may revoke the permit upon discovery of information that was provided in the permit application that is later discovered to be inaccurate, or if the project may cause pollution to water bodies, cause an adverse impact to navigation, cause an adverse impact on the riparian rights of other waterfront property owners, or impede the use and enjoyment of the waterbody by the public.
18. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
19. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
20. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
21. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
22. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
23. 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.
24. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

If you should have any questions concerning this review, please contact Julee Sims at (407) 836-1494 or [Julee.Sims@ocfl.net](mailto:Julee.Sims@ocfl.net).

Project Manager:

  
\_\_\_\_\_  
Julee Sims, Senior Environmental Specialist

Authorized for the Orange County Environmental Protection Division by:

  
\_\_\_\_\_  
Lori Cunniff, Environmental Protection Officer

JS/ET/ERJ/LC: gfdjr

Enclosure(s): "Construction Notice" (form CN-001-04)  
Additional Enclosures

c: Michael Stopperich, [Mike@gotoiam.com](mailto:Mike@gotoiam.com)  
Lori Hodgskin, [lori@hodgskin.com](mailto:lori@hodgskin.com)  
Lisa Prather – Florida Department of Environmental Protection – [lisa.prather@dep.state.fl.us](mailto:lisa.prather@dep.state.fl.us)



# Construction Notice

- ☐ BEGINNING OF CONSTRUCTION
- ☐ COMPLETION OF CONSTRUCTION

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Mail to: Orange County Environmental Protection Division  
800 Mercy Drive, Suite 4  
Orlando, FL 32808-7896  
Or Fax to: 407-836-1499, Attn: Elizabeth R. Johnson,  
Environmental Programs Administrator

Permit Number and Name: **SADF-15-06-006, Stopperich - 10424 Pocket Lane**

Permit Type: **Shoreline Alteration/Dredge and Fill**

Approximate Starting date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

Remarks or any additional information:

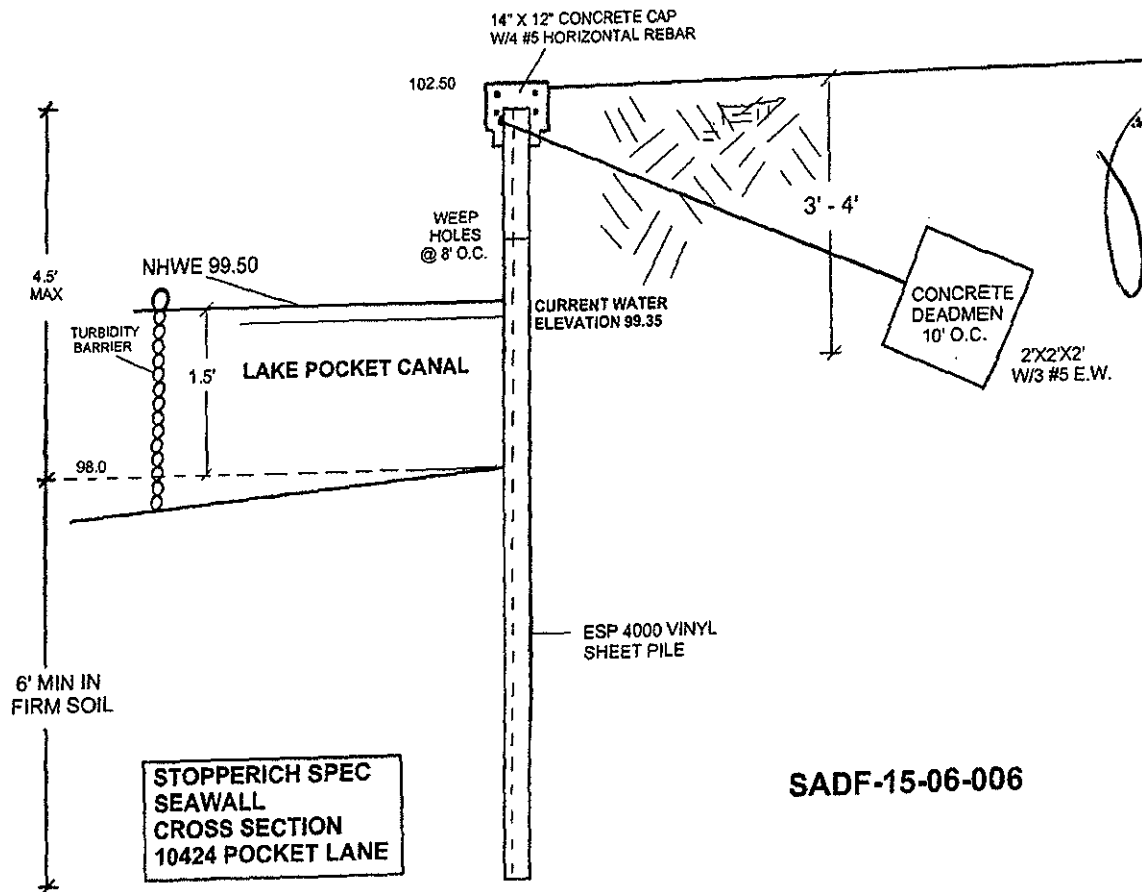
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I certify I am the permittee / Authorized Entity of the above permit issued by the Orange County Environmental Protection Division and in accordance with the terms of such permit will ☐ begin or ☐ have completed the actual construction of the work described in the permit.

Signature of Permittee: \_\_\_\_\_

Printed name of Permittee: \_\_\_\_\_

Date: \_\_\_\_\_



"In addition to public regulations which Orange County enforces, be advised that there may be other private restrictions or approval requirements that will affect your ability to complete this project. Please review your deed restrictions and/or consult with your Homeowners Association or Architectural Review Board."

APPROVED BY  
ORANGE COUNTY  
ENVIRONMENTAL PROTECTION DIV.  
DATE: 9/14/2015  
INITIAL: [Signature]  
SADF-15-06-006

MICHAEL A. THOMPSON, P.E.  
5200 VINELAND RD. SUITE 250  
ORLANDO, FL 32811  
P.E. #47509



001102107.1393 0-301

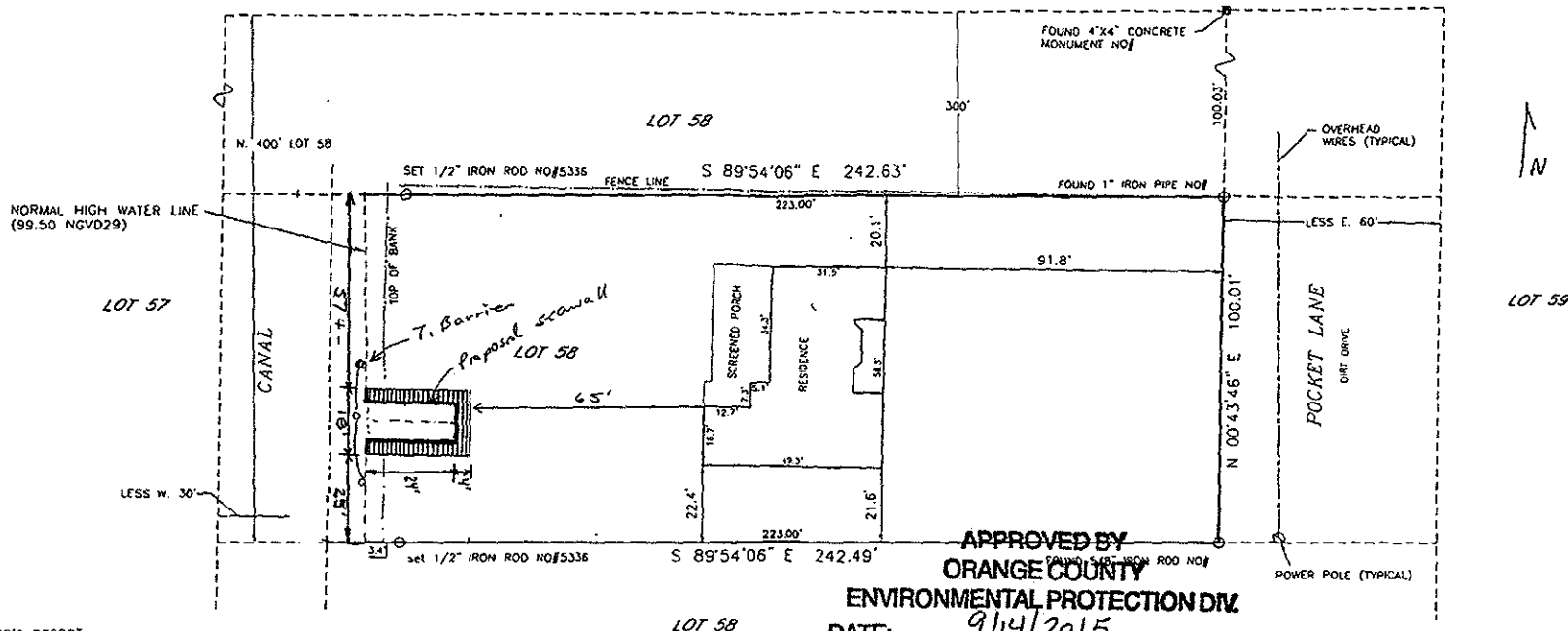
BD-15-05-061 spec

**\*In addition to public regulations which Orange County enforces, be advised that there may be other private restrictions or approval requirements that will affect your ability to complete this project. Please review your deed restrictions and/or consult with your Homeowners Association or Architectural Review Board.\***

SAOF-15-06-006

LEGAL DESCRIPTION:

THE SOUTH 100 FEET OF THE NORTH 400 FEET OF LOT 58 (LESS THE EAST 60 FEET AND LESS THE WEST 30 FEET), WILLIS R. MUNGER'S LAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 22, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



**SURVEYOR'S REPORT:**

1. THE SURVEYOR DID NOT FORM AN ABSTRACT OF TITLE. THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
2. LEGAL PROVIDED BY CLIENT.
3. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS NOTED.
4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF POCKET LAND AS BEING 000°43'46", ASSUMED.

APPROVED BY  
ORANGE COUNTY  
ENVIRONMENTAL PROTECTION DIV.

DATE: 9/14/2015  
INITIAL: J. [Signature]  
SADF-15-06-006

DATE: 4-4-15

SCALE: 1" = 30'

CAL. BY: SEB

DRAWN BY: SGB

JOE NO. 11006A

[illegible]

## PLAT OF BOUNDARY SURVEY

**ATLANTIC SURVEYING**  
308 S. DILLARD STREET  
WINTER GARDEN, FLORIDA 34787  
(407) 877-9983/FAX (407) 656-4437

STEVEN E. BLANKENSHIP P.S.M. #534  
STATE OF FLORIDA

2/11/14  
105



June 28, 2016

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

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

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

SUBJECT: July 19, 2016 – Public Hearing  
Shoreline Alteration/Dredge and Fill Permit Modification  
Application for Michael Stopperich (SADF-15-06-007)

The applicant, Michael Stopperich, is requesting a Shoreline Alteration/Dredge and Fill Permit Modification to construct a new seawall across his canal bank located on his property at 10408 Pocket Lane on the Fish-Pocket Canal. The Parcel ID for the site is 09-24-28-5844-00-585. The subject property is located in Orange County Commission District 1.

Notification of the public hearing was sent on June 17, 2016, to the property owners within 500 feet of the project site.

On September 1, 2015, the Board of County Commissioners approved SADF-15-06-007. This permit authorized construction of a boat basin excavated from uplands. On May 17, 2016, the Environmental Protection Division (EPD) received a permit modification request to construct a seawall along the length of the remaining shoreline. This new wall will connect into a proposed wall along the property to the south. Rip-rap or plantings are not requested due to navigational concerns in the canal.

Pursuant to Orange County Code, Chapter 33, Article IV, EPD staff has evaluated the proposed Shoreline Alteration application and required documents.

There has not been enforcement action taken by EPD on the subject property.

**Staff Recommendation**

Approval of the Shoreline Alteration/Dredge and Fill Permit, subject to the following conditions:

**Specific Conditions:**

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the 'Construction Plan' submitted by Streamline Permitting, Inc., dated as received on May 17, 2016, by the Environmental Protection Division (EPD). The permitted work must be commenced within six (6) months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void. The operational phase of this permit is effective upon the completion of the construction and continues in perpetuity.
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. All dredged debris material shall be removed to an approved upland location.
5. A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
6. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.
7. No filling is approved with this permit.
8. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

General Conditions:

9. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
10. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
11. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
12. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
13. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

14. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
15. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
16. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate. EPD may revoke the permit upon discovery of information that was provided in the permit application that is later discovered to be inaccurate, or if the project may cause pollution to water bodies, cause an adverse impact to navigation, cause an adverse impact on the riparian rights of other waterfront property owners, or impede the use and enjoyment of the waterbody by the public.
17. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
18. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
19. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
20. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
21. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
22. 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.

Page Five

July 19, 2016 – Public Hearing

Shoreline Alteration/Dredge and Fill Permit Modification Application for Michael Stopperich (SADF-15-06-007)

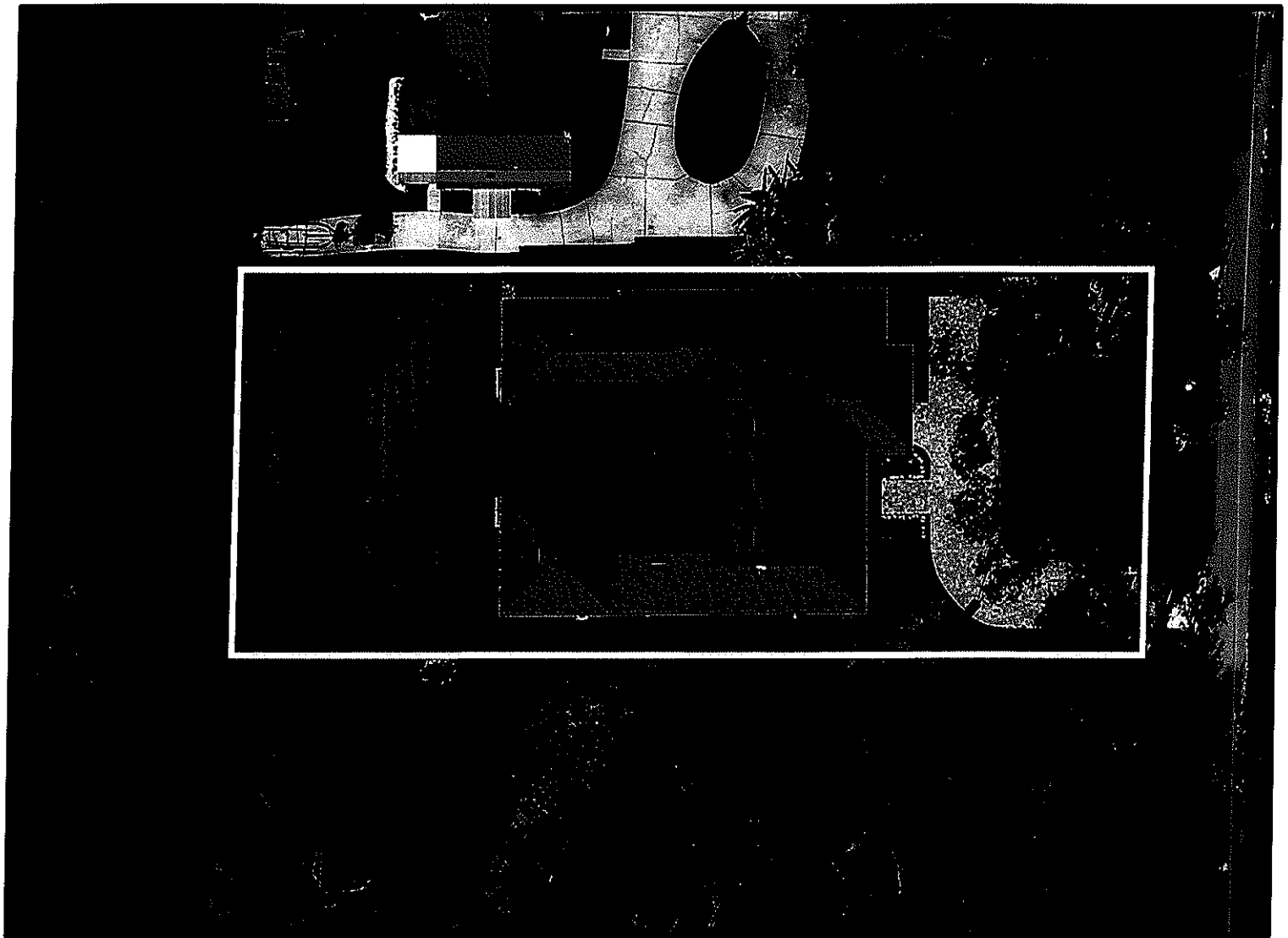
23. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

**ACTION REQUESTED: Approval of Shoreline Alteration/Dredge and Fill Permit Modification for Michael Stopperich (SADF-15-06-007), subject to the conditions listed in the staff report. District 1**

JVW/LC: mg

Attachments

# Shoreline Alteration/Dredge and Fill Permit Application



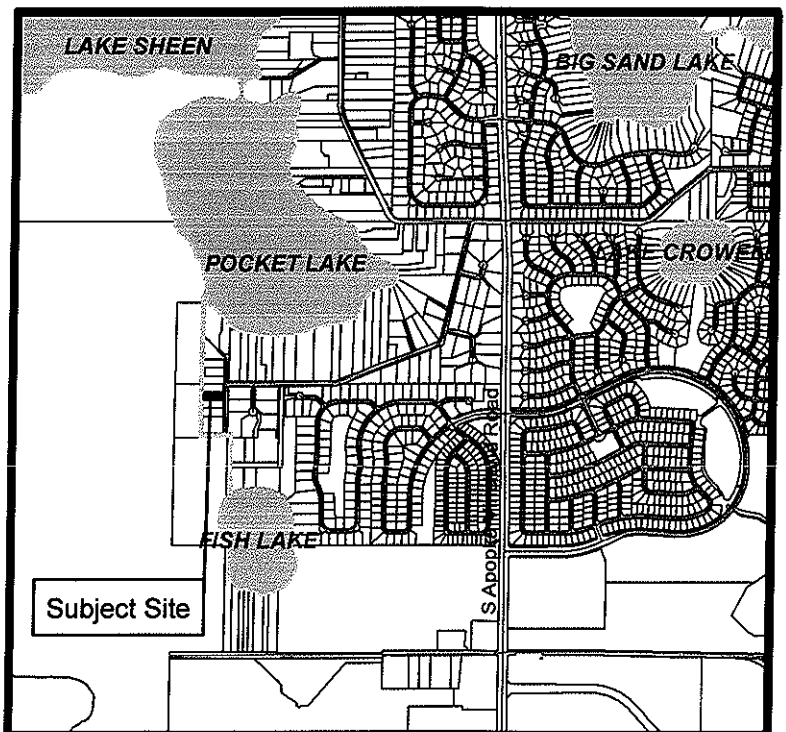
## Shoreline Alteration/Dredge and Fill Permit Application

**District #1**

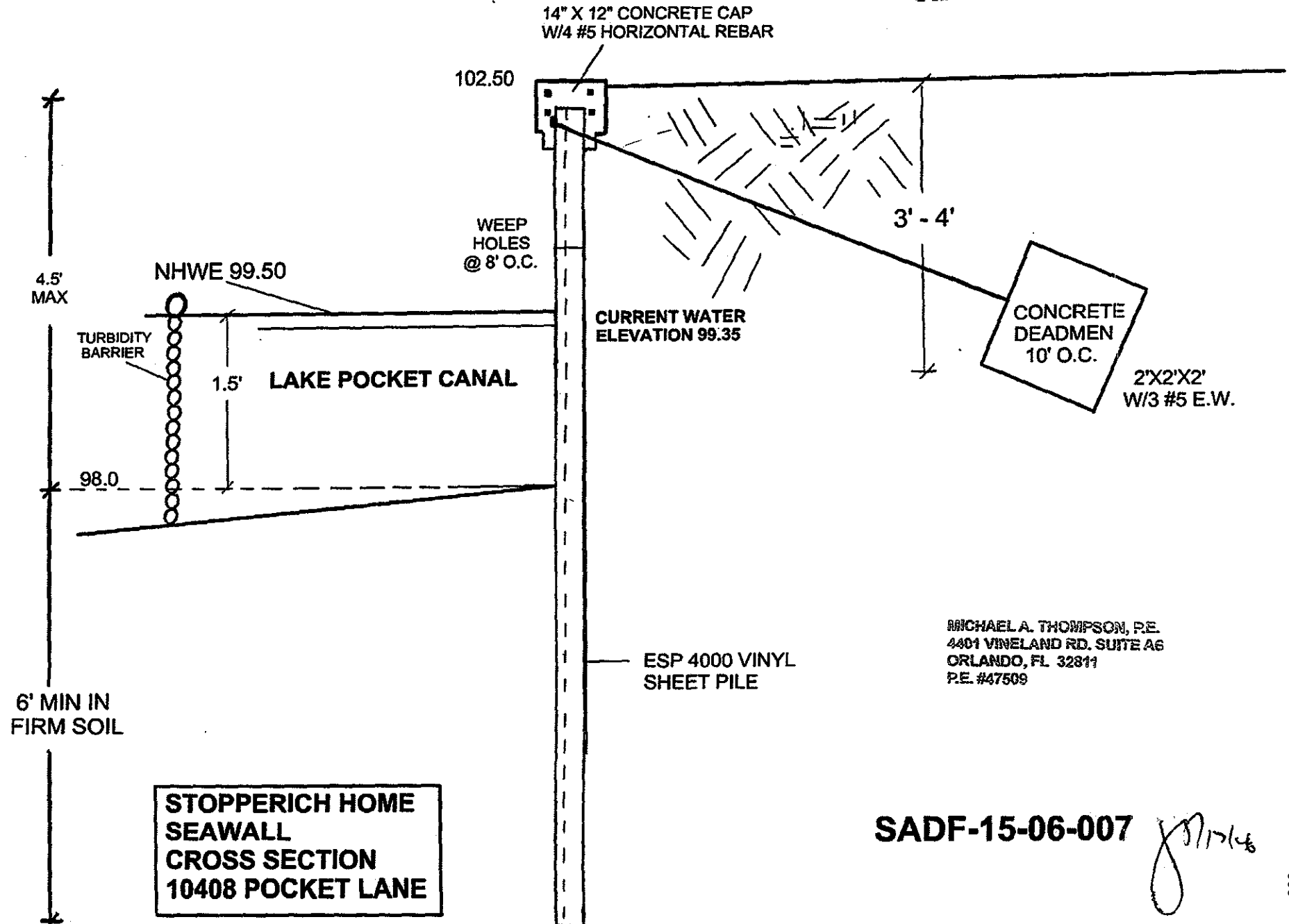
**Applicant:** Michael Stopperich  
**Parcel IDs:** 09-24-28-5844-00-585

**Project Site**

**Property Location** ●



OCEPD MAY172015AM11:3



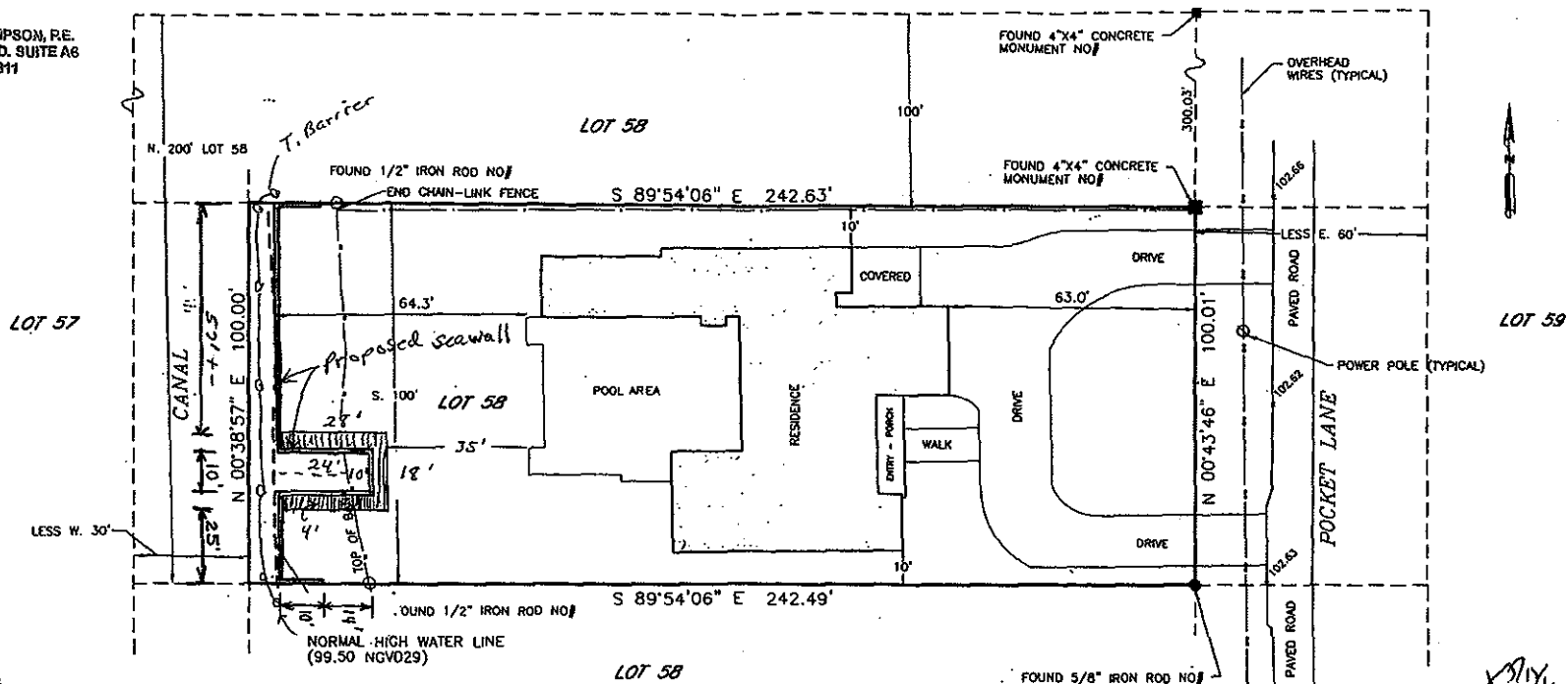


SADF-15-06-007

MICHAEL A. THOMPSON, P.E.  
4401 VINELAND RD. SUITE A8  
ORLANDO, FL 32811  
P.E. #47608

**LEGAL DESCRIPTION:**


THE SOUTH 100 FEET OF THE NORTH 200 FEET OF LOT 58 (LESS THE EAST 60 FEET AND LESS THE WEST 30 FEET), WILLIS R. MUNGER'S LAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 22, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



**SURVEYOR'S REPORT:**

1. THE SURVEYOR DID NOT PERFORM AN ABSTRACT OF TITLE, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
2. LEGAL PROVIDED BY CLIENT.
3. UNDERGROUNDS UTILITIES AND/OR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS NOTED.
4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF POCKET LANE AS BEING N00°43'46"E, ASSUMED.

3/14/66  
NOT A  
Source

DATE: 4-4-15		SCALE: 1" = 30'	CAL. BY: SEB	DRAWN BY: SEB	JOB NO. 111006A
Date	Revisions	<p>PLAT OF BOUNDARY SURVEY</p> <p>ATLANTIC SURVEYING 308 S. DILLARD STREET WINTER GARDEN, FLORIDA 34787 (407) 877-9983/FAX (407) 656-4437</p>		 STEVEN E. BLANKENSHIP P.S.M. #5381 STATE OF FLORIDA	



**Environmental Protection Division**

**SHORELINE  
ALTERATION/DREDGE &  
FILL PERMIT**

**Permit No:** SADF-15-06-007

**Date Issued:** September 14, 2015

**A Permit Authorizing:**

Excavation of uplands to create a boat basin and construction of a seawall on the property referenced below, adjacent to Fish/Pocket Canal.

This permit is issued pursuant to Orange County Code, Chapter 33, Windermere Water and Navigation Control District, Section 33-129, and is subject to the Permit Conditions provided on the following pages:

**Activity Location:**

10408 Pocket Lane  
Orlando, Florida 32836  
Parcel ID: 09-24-28-5844-00-585  
Orange County Commission District: 1

**Permittee / Authorized Entity:**

Michael Stopperich  
c/o Sheila Cichra  
Streamline Permitting, Inc.  
2154 Oak Beach Boulevard  
Sebring, Florida 33875  
E-mail: [sheilacichra@gmail.com](mailto:sheilacichra@gmail.com)

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Orange County Environmental Protection Division  
800 Mercy Drive, Suite 4  
Orlando, Florida 32808-7896.  
407-836-1400/ Fax: 407-836-1499  
[www.OCEPD.org](http://www.OCEPD.org)

**The Board of County Commissioners (BCC) approved this permit on September 1, 2015, subject to the following conditions:**

**Specific Conditions**

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
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4. All dredged debris material shall be removed to an upland location.
5. A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
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7. No filling is approved with this permit.

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11. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
12. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
13. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
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15. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
16. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.

17. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate. EPD may revoke the permit upon discovery of information that was provided in the permit application that is later discovered to be inaccurate, or if the project may cause pollution to water bodies, cause an adverse impact to navigation, cause an adverse impact on the riparian rights of other waterfront property owners, or impede the use and enjoyment of the waterbody by the public.
18. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
19. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
20. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
21. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
22. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
23. 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.
24. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

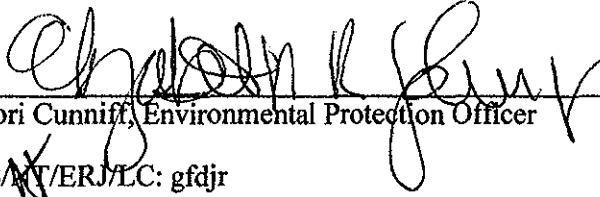
If you should have any questions concerning this review, please contact Julee Sims at (407) 836-1494 or [Julee.Sims@ocfl.net](mailto:Julee.Sims@ocfl.net).

Project Manager:



Julee Sims, Senior Environmental Specialist

Authorized for the Orange County Environmental Protection Division by:



Lori Cunniff, Environmental Protection Officer

JS/MT/ERJ/LC: gfdjr

Enclosure(s): "Construction Notice" (form CN-001-04)  
Additional Enclosures

c: Michael Stopperich, [Mike@gotoiam.com](mailto:Mike@gotoiam.com)  
Lori Hodgskin, Hodgskin Outdoor Living, Inc., [lori@hodgskin.com](mailto:lori@hodgskin.com)  
Lisa Prather – Florida Department of Environmental Protection – [lisa.prather@dep.state.fl.us](mailto:lisa.prather@dep.state.fl.us)



# Construction Notice

- ☐ BEGINNING OF CONSTRUCTION
- ☐ COMPLETION OF CONSTRUCTION

---

Mail to: Orange County Environmental Protection Division  
800 Mercy Drive, Suite 4  
Orlando, FL 32808-7896  
Or Fax to: 407-836-1499, Attn: Elizabeth R. Johnson,  
Environmental Programs Administrator

Permit Number and Name: **SADF-15-06-007, Stopperich - 10408 Pocket Lane**

Permit Type: **Shoreline Alteration/Dredge and Fill**

Approximate Starting date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

Remarks or any additional information:

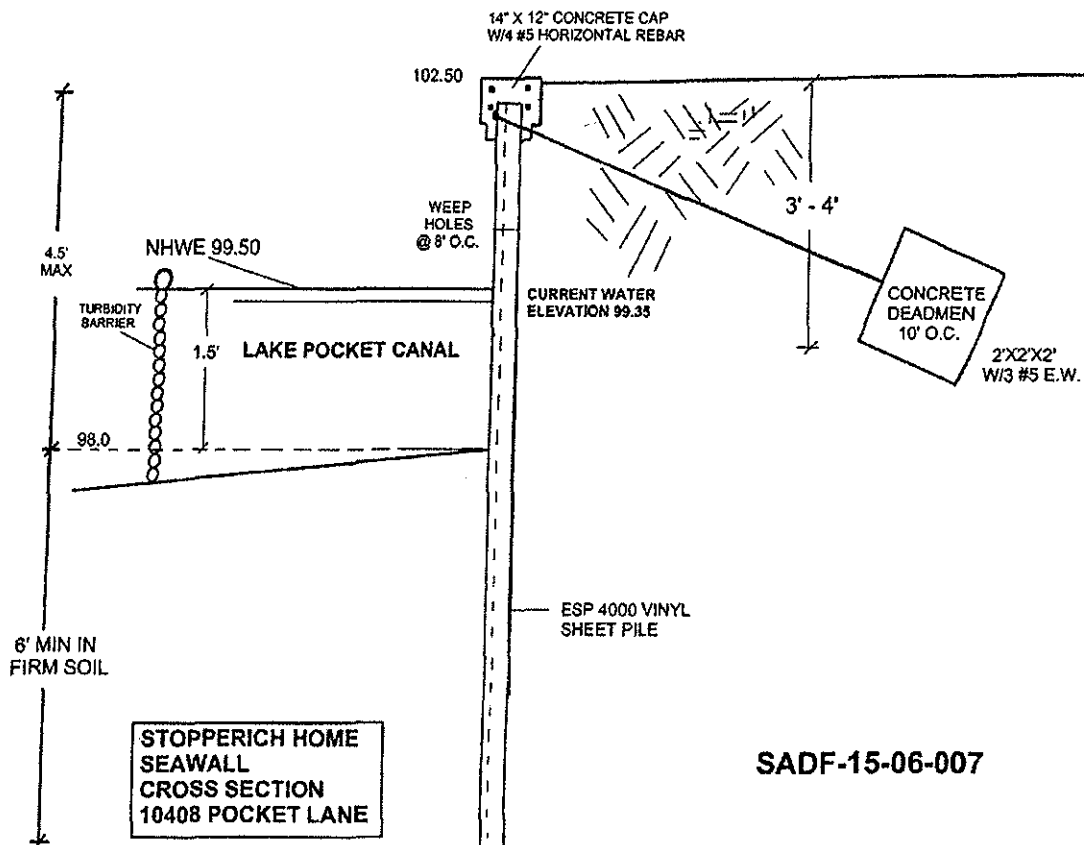
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I certify I am the permittee / Authorized Entity of the above permit issued by the Orange County Environmental Protection Division and in accordance with the terms of such permit will ☐ begin or ☐ have completed the actual construction of the work described in the permit.

Signature of Permittee: \_\_\_\_\_

Printed name of Permittee: \_\_\_\_\_

Date: \_\_\_\_\_



SADF-15-06-007

APPROVED BY  
ORANGE COUNTY  
ENVIRONMENTAL PROTECTION DIV.

DATE: 9/14/2015

INITIAL: J. Sims

SADF-15-06-007

"In addition to public regulations which Orange County enforces, be advised that there may be other private restrictions or approval requirements that will affect your ability to complete this project. Please review your deed restrictions and/or consult with your Homeowners Association or Architectural Review Board."

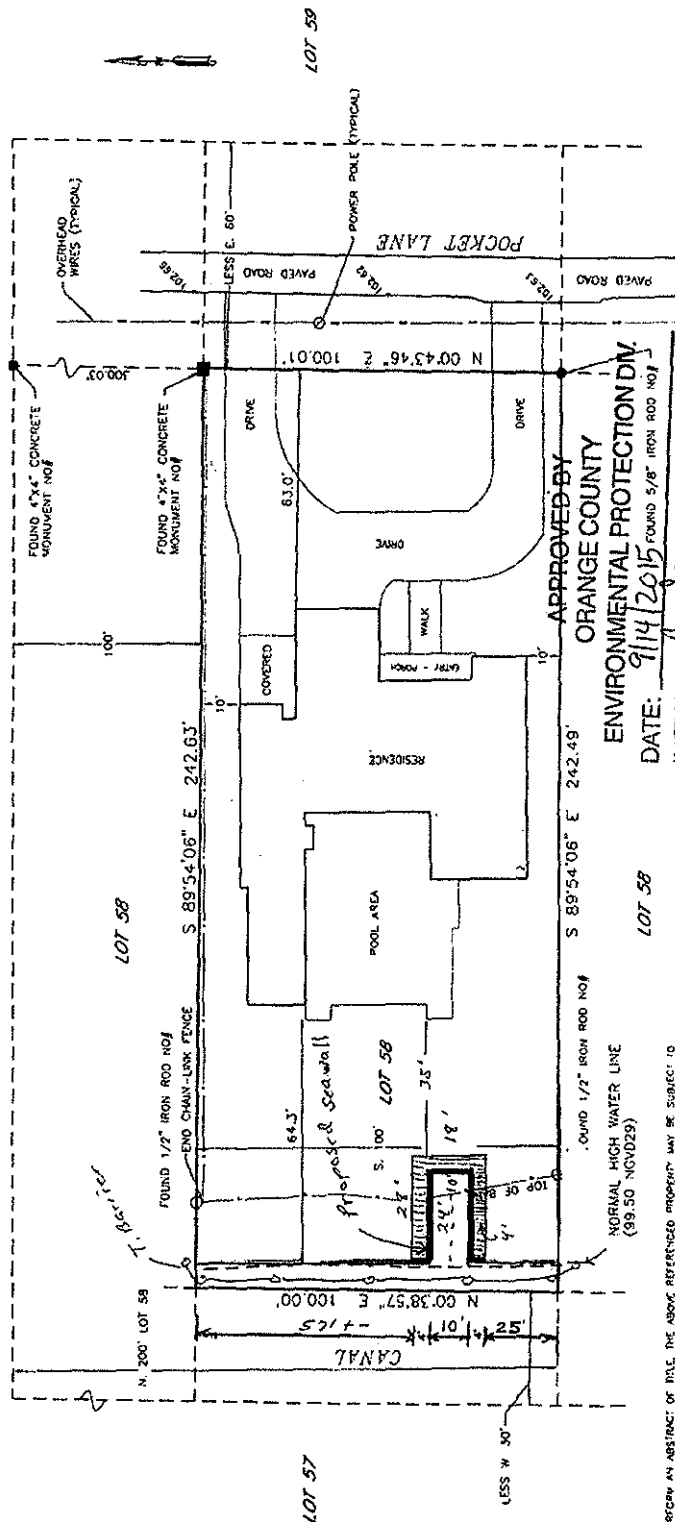
MICHAEL A. THOMPSON, P.E.  
5200 VINELAND RD. SUITE 250  
ORLANDO, FL 32811  
P.E. #47509



**\*In addition to public regulations which Orange County enforces, be advised that there may be other private restrictions or approval requirements that will affect your ability to complete this project. Please review your deed restrictions and/or consult with your Homeowners Association or Architectural Review Board.\***

**LEGAL DESCRIPTION:**

THE SOUTH 100 FEET OF THE NORTH 200 FEET OF LOT 58 (LESS THE EAST 60 FEET AND LESS THE WEST 30 FEET), WILLIS R MUNCER'S LAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 22, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



**SURVEYOR'S REPORT:**

1. THE SURVEYOR DID NOT PERFORM AN ABSTRACT OF TITLE. THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO ADDITIONAL DEEDS, EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
2. LEAD PROVIDED BY CLIENT
3. UNRECORDED EASEMENTS AND/OR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS NOTED
4. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
5. BEHAVING SOMEWHERE ARE BASED ON THE BEST LINE OF EVIDENCE AND AS BEING HIGHESTLY ASSUMED

APPROVED BY  
ORANGE COUNTY  
ENVIRONMENTAL PROTECTION DIV.

DATE: 9/14/2015 FOUND 5/8" IRON ROD NO. 1

INITIAL: W. E. A.

SADF-15-06-007

Date	Revisions
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### Revisions

PLAT OF BOUNDARY SURVEY

**ATLANTIC SURVEYING**  
308 S. DILLARD STREET  
WINTER GARDEN, FLORIDA 34787  
(407) 877-3983/FAX (407) 656-4432

STEVEN E. BLANKENSPY P.S.N. 15361  
STATE OF FLORIDA

MICHAEL A. THOMPSON, P.E.  
5200 VINELAND RD. SUITE 250  
ORLANDO, FL 32811  
P.E. #47509

4544  
14/10/9



June 28, 2016

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

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

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

SUBJECT: July 19, 2016 – Public Hearing  
Shoreline Alteration/Dredge and Fill Permit Modification  
Application for Robert Renard (SADF-16-01-000)

The applicant, Robert Renard, is requesting a Shoreline Alteration/Dredge and Fill Permit Modification to construct a new seawall across the entire canal bank on his property located at 10416 Pocket Lane on the Fish-Pocket Canal. The Parcel ID for the site is 09-24-28-5844-00-582. The subject property is located in Orange County Commission District 1.

Notification of the public hearing was sent on June 21, 2016, to the property owners within 500 feet of the project site.

On May 10, 2016, the Board of County Commissioners approved SADF-16-01-000. This permit authorized construction of a boat basin excavated from uplands. On May 17, 2016, the Environmental Protection Division (EPD) received a permit modification request to construct a seawall along the length of the remaining shoreline. This new wall will connect into a proposed wall along the property to the north and south. Rip-rap or plantings are not requested due to navigational concerns in the canal.

Pursuant to Orange County Code, Chapter 33, Article IV, EPD staff has evaluated the proposed Shoreline Alteration application and required documents.

There has not been enforcement action taken by EPD on the subject property.

**Staff Recommendation**

Approval of the Shoreline Alteration/Dredge and Fill Permit, subject to the following conditions:

**Specific Conditions:**

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the 'Construction Plan' submitted by Streamline Permitting, Inc., dated as received on May 17, 2016, by the Environmental Protection Division (EPD). The permitted work must be commenced within six (6) months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void. The operational phase of this permit is effective upon the completion of the construction and continues in perpetuity.
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. All dredged debris material shall be removed to an approved upland location.
5. A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
6. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.
7. No filling is approved with this permit.

**General Conditions:**

8. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

9. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
10. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
11. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
12. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
13. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state-owned lands.

14. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
15. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
16. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate. EPD may revoke the permit upon discovery of information that was provided in the permit application that is later discovered to be inaccurate, or if the project may cause pollution to water bodies, cause an adverse impact to navigation, cause an adverse impact on the riparian rights of other waterfront property owners, or impede the use and enjoyment of the waterbody by the public.
17. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
18. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
19. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
20. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
21. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
22. 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.

Page Five

July 19, 2016 – Public Hearing

Shoreline Alteration/Dredge and Fill Permit Modification Application for Robert Renard  
(SADF-16-01-000)

23. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

**ACTION REQUESTED: Approval of Shoreline Alteration/Dredge and Fill Permit Modification for Robert Renard (SADF-16-01-000), subject to the conditions listed in the staff report. District 1**

JVW/LC: mg

Attachments

# Shoreline Alteration/Dredge and Fill Permit Request



## Shoreline Alteration/Dredge and Fill Permit Request

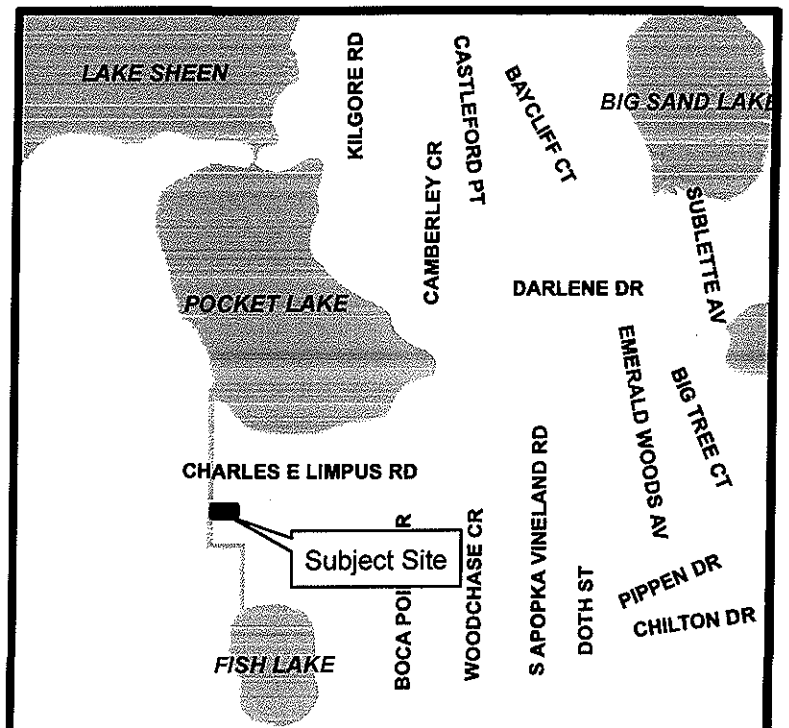
District #1

**Applicant:** Robert Renard

**Parcel IDs:** 09-24-28-5844-00-582

**Project Site**

**Property Location**



**RENARD SITE PLAN**  
10416 POCKET LANE  
ORLANDO, FL 32836

**NOTES:**

1. LEGAL DESCRIPTION PROVIDED BY CLIENT.
2. BEARINGS BASED ON THE WEST LINE OF THE EAST 60 FEET OF LOT 58 BEARING N00°00'00"E.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. NEITHER THIS SITE NOR ADJACENT PROPERTIES WERE ABSTRACTED FOR ADJOINING DESCRIPTIONS, RIGHTS OF WAY, OWNERSHIP, EASEMENTS OR OTHER ENCUMBRANCES FOR THIS SURVEY BY THE UNDERSIGNED. THERE MAY BE ADDITIONAL EASEMENTS, RIGHTS OF WAY AND OTHER ENCUMBRANCES, BOTH RECORDED AND NOT RECORDED IN THE PUBLIC RECORDS, THAT AFFECT THIS SITE.
5. UNDERGROUND FOUNDATIONS AND IMPROVEMENTS NOT LOCATED.
6. DATE OF FIELD SURVEY 1/30/2012.
7. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK RU-139 BEING A BURIED SPIKE IN POWER POLE #21400-2058 AT THE INTERSECTION OF POCKET LANE AND CHARLES E. MURPHY ROAD HAVING A PUBLISHED ELEVATION OF 102.187 MAND 08.
8. NORMAL HIGH WATER LINE ELEVATION 88.8 NOV02 PROVIDED TO SURVEYOR BY ORANGE COUNTY ENGINEERING SURVEY DEPARTMENT WITH CONVERSION TO NAVD83 BEING 1.02 FEET LOWER.
9. BUILDING SETBACKS PROVIDED BY ORANGE COUNTY ENGINEERING DEPARTMENT.

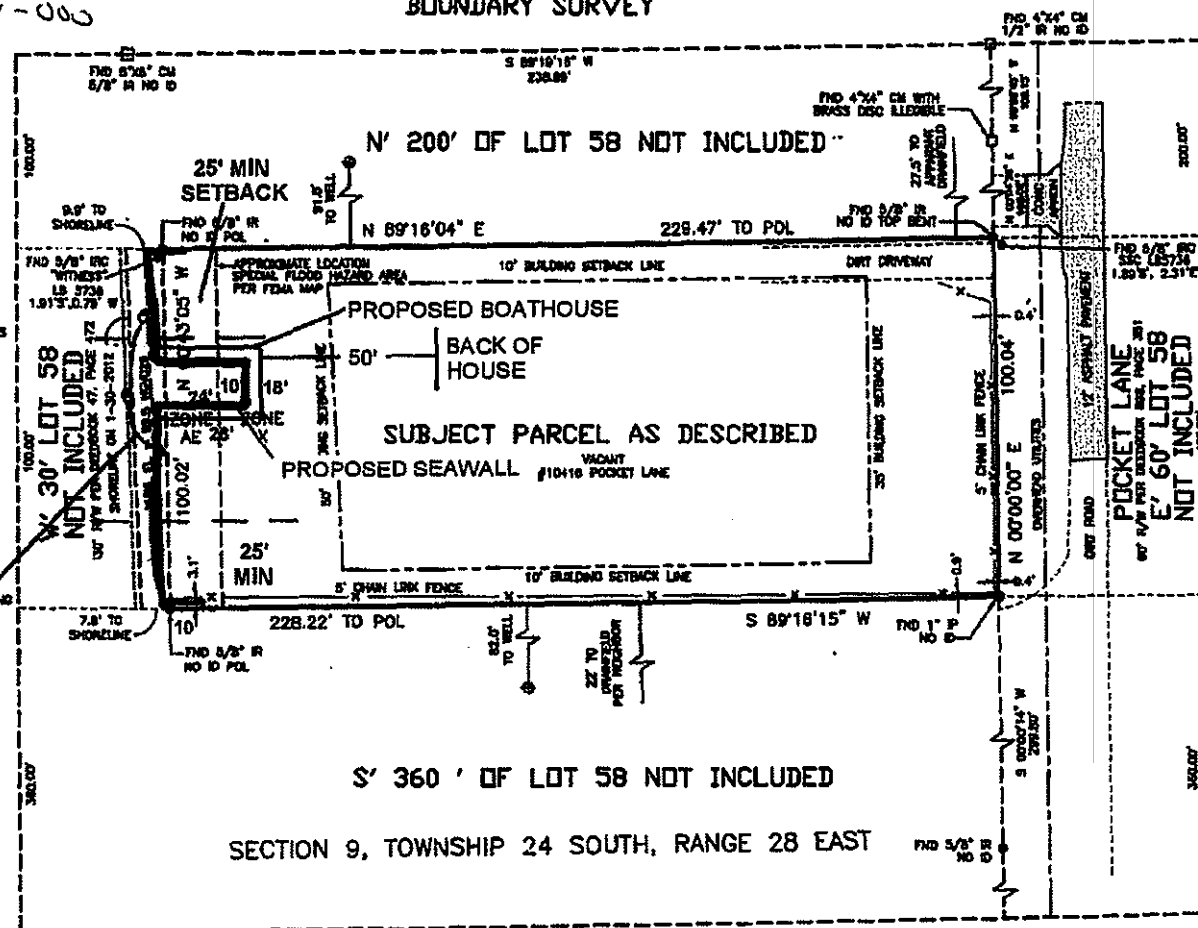
**TURBIDITY BARRIER**

**MICHAEL A. THOMPSON, P.E.**  
4401 VINELAND RD. SUITE A6  
ORLANDO, FL 32811  
P.E. #47509

**Henry H. Hanson, LLC**  
Certificate No. L3 7789  
371 Sultana Lane  
Maitland, FL 32751  
407-334-4893

**FLOOD INSURANCE NOTE:** By graphics plotting only, this property is in ZONE X AE. of the Flood Insurance Rate Map, Community Panel No. 120179-0108, effective date of 08/10/08. Exact designations can only be determined by an Elevation Certificate. Based on the above information, this property is in a Special Flood Hazard Area.

**BOUNDARY SURVEY**



- LEGEND:**
- CM = CONCRETE MONUMENT
  - CONC = CONCRETE
  - EL = ELEVATION
  - FND = FOUND
  - ID = IDENTIFICATION
  - IRP = IRON PIPE
  - IR = IRON ROD
  - IR&C = IRON ROD & CAP
  - LSC = LEICORSE BUSINESS
  - MOND = MONUMENT, OCCUPY
  - VERT = VERTICAL DATUM
  - NHRL = NORMAL HIGH WATERLINE
  - R/W = RIGHT OF WAY

**LEGAL DESCRIPTION**

LOT 58 (LESS THE NORTH 200 FEET, LESS THE SOUTH 360 FEET, LESS THE EAST 60 FEET, LESS THE WEST 30 FEET), W.R. MUNGER LAND CO., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 22 IN SECTION 9, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**CERTIFIED TO:**  
ROBERT RENARD

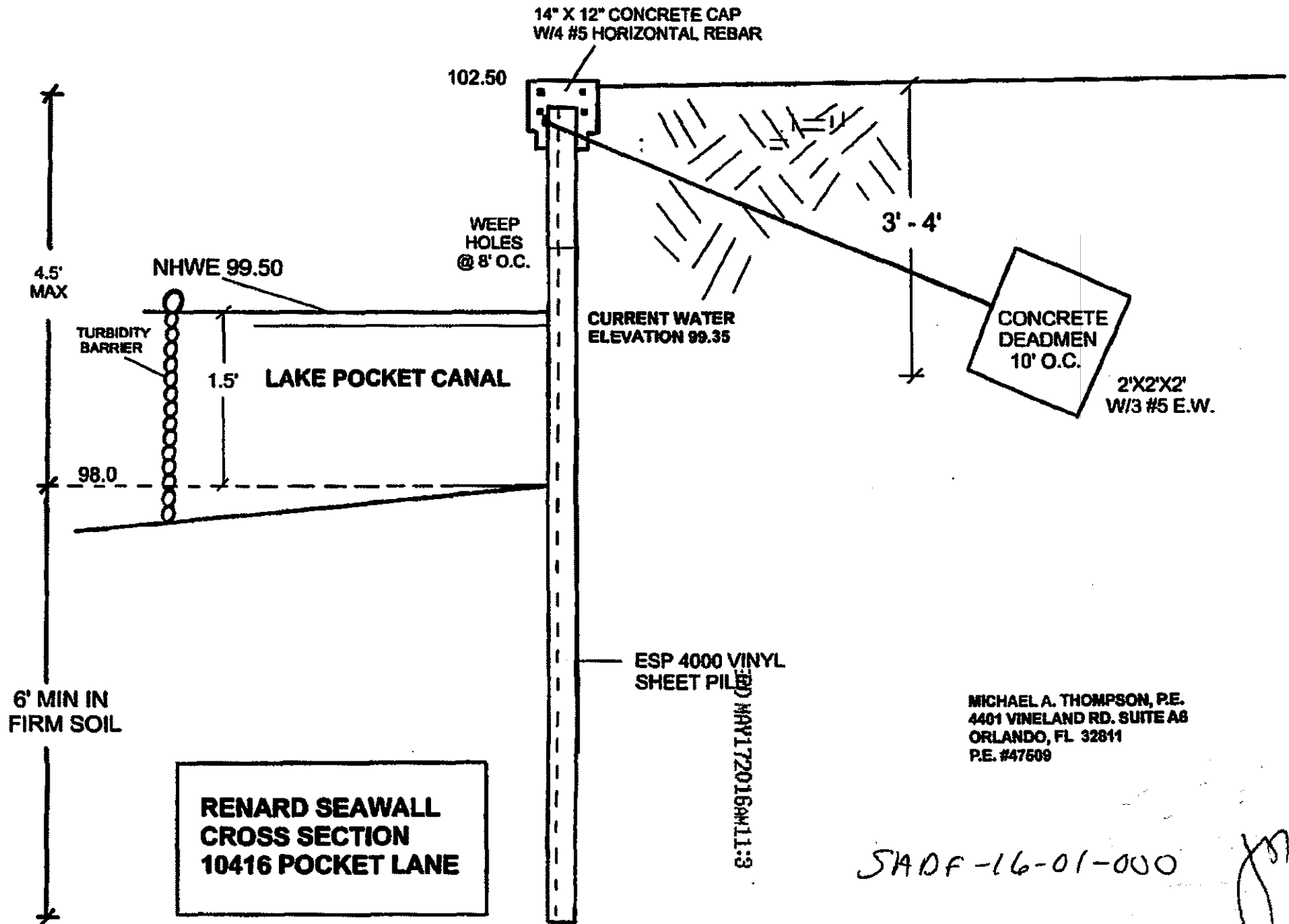
*H.H.H.* 2-10-2012

**Henry H. Hanson**  
Professional Surveyor and Mapper  
Florida Certificate No. 6460

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL STAMP OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Scale: 1"=50' Date: 01/30/2012  
Drawn: HHH Checked: HHH

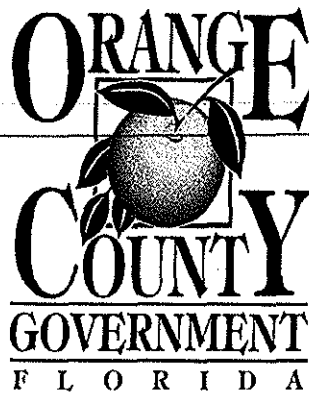




MICHAEL A. THOMPSON, P.E.  
4401 VINELAND RD. SUITE A8  
ORLANDO, FL 32811  
P.E. #47509

SADF-16-01-000

*Handwritten signature/initials*



## Environmental Protection Division

# SHORELINE ALTERATION/DREDGE & FILL PERMIT

**Permit No:** SADF-16-01-000

**Associated Permit:** BD-16-01-003

**Date Issued:** May 24, 2016

**Date Expires:** May 24, 2017

### **A Permit Authorizing:**

The construction of a vertical vinyl seawall for a boat basin on the property, described below, adjacent to the canal between Fish Lake and Pocket Lake.

This permit is issued pursuant to Orange County Code, Chapter 33, Lake Conway Water and Navigation Control District, Section 33-37 or Chapter 33, Windermere Water and Navigation Control District, Section 33-129, and is subject to the Permit Conditions provided on the following pages:

### **Activity Location:**

10416 Pocket Lane

Parcel ID: 09-24-28-5844-00-582

Orange County Commission District: 1

### **Permittee / Authorized Entity:**

Robert Renard  
c/o Sheila Cichra  
Streamline Permitting, Inc.  
2154 Oak Beach Boulevard  
Sebring, FL 33875  
[sheilacichra@gmail.com](mailto:sheilacichra@gmail.com)

Orange County Environmental Protection Division  
3165 McCrory Place, Suite 200  
Orlando, Florida 32803.  
407-836-1400/ Fax: 407-836-1499  
[www.OCEPD.org](http://www.OCEPD.org)

The Board of County Commissioners (BCC) approved this permit on May 10, 2016, subject to the following conditions:

Specific Conditions

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the 'Construction Plan' submitted by Streamline Permitting, Inc., dated as received on March 21, 2016, by the Environmental Protection Division (EPD). The permitted work must be commenced within six (6) months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void. The operational phase of this permit is effective upon the completion of the construction and continues in perpetuity.
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. All dredged debris material shall be removed to an approved upland location.
5. A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
6. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.
7. No filling is approved with this permit.

General Conditions:

8. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.
9. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
10. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.

11. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
12. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
13. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
14. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
15. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
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17. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
18. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
19. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.

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

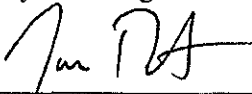
21. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual,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

22. 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.

23. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

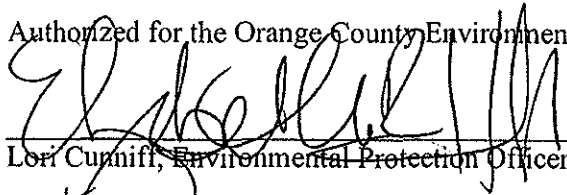
If you should have any questions concerning this review, please contact Jason Root at (407) 836-1518 or [Jason.Root@ocfl.net](mailto:Jason.Root@ocfl.net).

Project Manager:



Jason Root, Senior Environmental Specialist

Authorized for the Orange County Environmental Protection Division by:

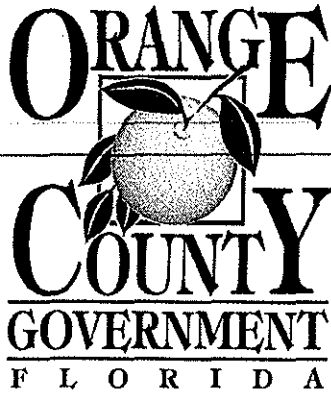


Lori Cunniff, Environmental Protection Officer

JR/NT/ERJ/LC

Enclosure(s): "Construction Notice" (form CN-001-04)  
Additional Enclosures

c: Jennifer Thomson, [jthomson@sfwmd.gov](mailto:jthomson@sfwmd.gov)  
Robert Renard, [RRenard@cfl.rr.com](mailto:RRenard@cfl.rr.com)



# Construction Notice

- ☐ BEGINNING OF CONSTRUCTION
- ☐ COMPLETION OF CONSTRUCTION

Mail to: Orange County Environmental Protection Division  
3165 McCrory Place, Suite 200  
Orlando, FL 32803  
Or Fax to: 407-836-1499, Attn: Elizabeth R. Johnson,  
Environmental Supervisor

Permit Number and Name: **SADF-16-01-000, 10416 Pocket Lane**.

Permit Type: **Shoreline Alteration/Dredge and Fill**.

Approximate Starting date: \_\_\_\_\_.

Approximate Completion Date: \_\_\_\_\_.

Remarks or any additional information:

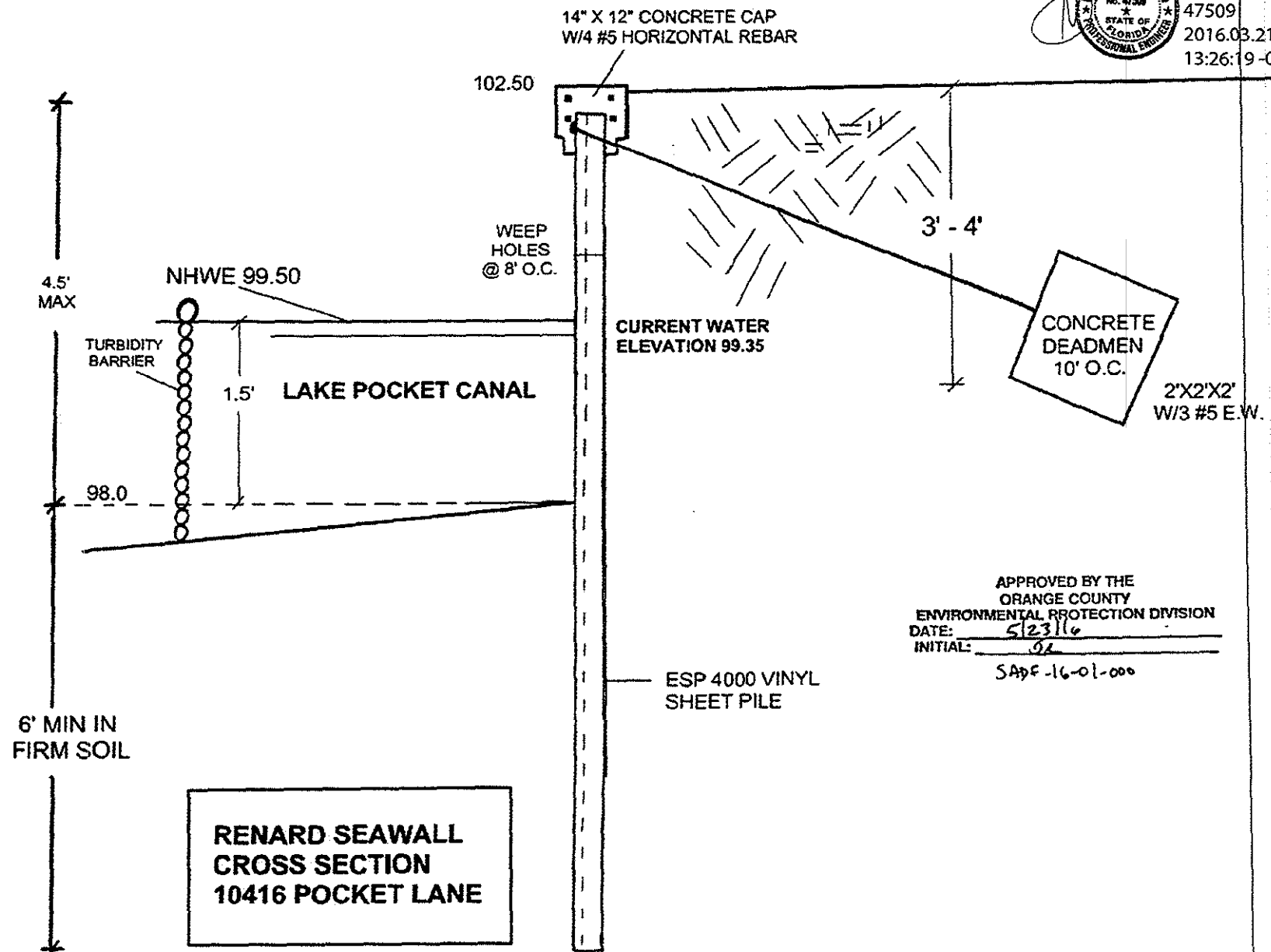
I certify I am the permittee / Authorized Entity of the above permit issued by the Orange County Environmental Protection Division and in accordance with the terms of such permit will ☐ begin or ☐ have completed the actual construction of the work described in the permit.

Signature of Permittee: \_\_\_\_\_

Printed name of Permittee: \_\_\_\_\_

Date: \_\_\_\_\_

Scale: 1"=50'	Date: 01/30/2012
Drawn: HHH	Checked: HHH





JOB POCKET LANE  
SHEET NO. — OF —  
ADDRESS CANAL DOCK  
SCALE 1/4" = 1'

**HODGSKIN**  
Outdoor Living, Inc.  
• Florida's Finest Custom Built •



P.O. Box 843 • Ocoee, Florida 34761  
(407) 555-1470 • Fax (407) 656-1432 • [www.hodgskin.com](http://www.hodgskin.com)

Phone \_\_\_\_\_  
Fax \_\_\_\_\_

PROPOSED  
74' SEAWALL

PROPERTY  
LINE

#### 4' RETURNS

## POCKET CANAL

WATER DEPTH  
IN SLIP TO BE 3'

NHWE 99.50

APPROVED BY THE  
ORANGE COUNTY  
ENVIRONMENTAL PROTECTION DIVISION  
DATE: 5/23/16  
INITIAL: SA

3/5  
SADF-66-01-0006  
3D-16-01-003

Minimum Side Setbacks: (L) 25' & (R) 25'  
Maximum Terminal Platform size: 8' x 15' 6"  
Maximum Water Depth: 5'  
Maximum Roof Height above Floor: 12 feet  
Minimum Dock Height above the NHWE: 1 foot  
Minimum Deck Height above Conservatory Area: min 3 feet  
Maximum width of walkway: 5 feet

Drawings and illustrations contained herein are the property of Hodgegas Outdoor Living Inc. and shall not be copied, reproduced, duplicated, misused or misrepresented in any part or entirety, or made available for bidding purposes, without the expressed written consent of Hodgegas Outdoor Living Inc. Misuse of these documents may result in a civil penalty.

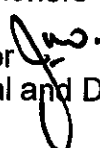
Florida Marine Contractors Association founding Member  
License# CBC 057656  
www.hodgskin.com

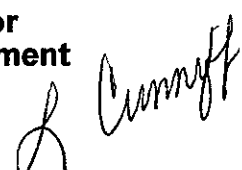


**Interoffice Memorandum  
Community, Environmental and Development Services**

June 22, 2016

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

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

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

**SUBJECT:** July 19, 2016 – Public Hearing  
Shoreline Alteration/Dredge and Fill Permit Application for  
Underwood Holdings, LLC (SADF-16-02-001)

The applicant, Underwood Holdings, LLC, requests a Shoreline Alteration/Dredge and Fill Permit to construct a new seawall on the subject property. The property is located at 913 Springwood Drive, on Lake Holden in Orange County Commission District 3. The Parcel ID for the site is 11-23-29-9592-04-020.

Notification of the public hearing was sent to property owners within five-hundred (500) feet of the project site.

On August 12, 2014, the applicant submitted a Shoreline Alteration/Dredge and Fill (SADF) permit application to construct a new seawall. On October 21, 2014, the Orange County Board of County Commissioners (BCC) approved the application, and on November 5, 2014, Permit No. SADF-14-08-009 was issued. The permit was valid for one (1) year. The applicant experienced project delays, and construction was not initiated by the expiration date. Consequently, the permit was invalidated.

Accordingly, the applicant submitted a new application to permit the project. The Orange County Environmental Protection Division (EPD) received the application on February 10, 2016. There are no changes in the currently proposed design of the project from what was previously approved. Pursuant to Orange County Code, Chapter 15, Article VI, EPD staff evaluated the proposed SADF permit application and required documents.

The applicant has proposed to install rip-rap waterward of the new wall. Additionally, shoreline plantings will be utilized waterward of the rip-rap, as depicted on the site plans. In an effort to mitigate the on-going erosion of the shoreline, the applicant installed the plantings on March 3, 2016.

There are no adjoining seawalls on either side of the subject property. In accordance with EPD's procedures, the applicant has provided a letter from a professional engineer attesting that the proposed seawall is needed to address shoreline stabilization issues.

There has been no enforcement action taken by EPD on the subject property.

**Staff Recommendation**

Approval of the Shoreline Alteration/Dredge and Fill Permit, subject to the following conditions:

**Specific Conditions:**

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of the filing of the BCC determination with the Clerk of the Board, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the "Construction Plans" submitted by Streamline Permitting, Inc., dated as received on April 14, 2016, by EPD. The permitted work must be commenced within six (6) months and completed within one (1) year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void, unless a timely extension request has been received by EPD.
3. Any requests for permit extension must be received by EPD within one (1) year of permit issuance. Any permit extension for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. This permit does not authorize any dredging or filling, except for the actual construction of the seawall. This permit does not authorize any dredging or filling which may be necessary to provide maintenance or creation of a navigable access from the seawall to the open water.
5. The permittee may maintain a clear access corridor below the Normal High Water Elevation (91.0 msl 1929 NGVD) of Lake Holden, not to exceed thirty (30) feet in width, of sufficient length waterward from the shoreline, to allow access to open water. Any structures, such as a boat dock, must be located within this corridor.
6. Native vegetation, including but not limited to, pickerelweed (*Pontederia cordata*) and duck potato (*Sagittaria lancifolia*), may not be removed from the shoreline outside of the specified access corridor, specific to the project.
7. The permittee must install riprap at a 2 (Horizontal): 1 (Vertical) slope as depicted on the "Construction Plans" submitted by Streamline Permitting, Inc., dated as received on April 14, 2016, by EPD.

8. All dredged debris material shall be removed to an upland location.

General Conditions:

9. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer (EPO). Notice of the revocation shall be provided to the permit holder promptly thereafter.
10. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
11. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
12. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, the permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty (60) days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
13. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit

conditions conflict with those of any other regulatory agency, the permittee shall comply with the most stringent conditions. The permittee shall immediately notify EPD of any conflict between the conditions of this permit, and any other permit or approval.

14. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
15. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
16. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
17. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.
18. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
19. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
20. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
21. The permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
22. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the

permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.

23. Pursuant to Section 125.022, Florida Statutes, issuance of this permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of 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.
24. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

**ACTION REQUESTED: Approval of Underwood Holdings, LLC Shoreline Alteration/Dredge and Fill Permit (SADF-16-02-001) subject to the conditions listed in the staff report. District 3**

JWW/LC: mg

Attachments

# Shoreline Alteration/Dredge and Fill Permit Request

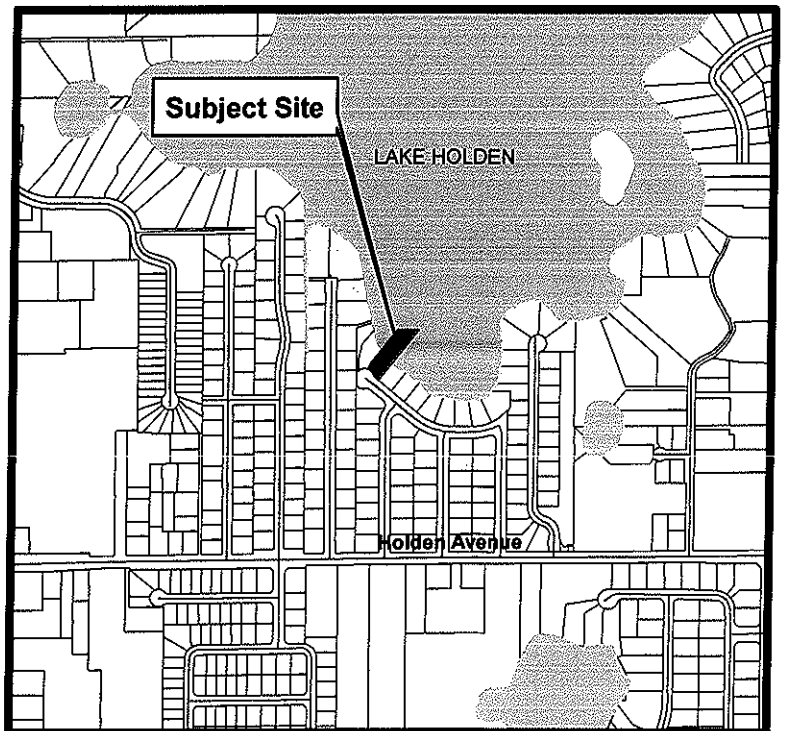


**Shoreline Alteration/Dredge and Fill  
Permit Request  
District #3**

**Applicant:** Underwood Holdings, LLC  
**Parcel ID:** 11-23-29-9592-04-020

**Project Site**

**Property Location** ■





MICHAEL A.  
THOMPSON  
P.E. 47509  
2016.04.14  
10:21:23 -04'00'

## PLAT OF SURVEY DESCRIPTION

LOT 2, BLOCK D, HOLDEN PARK, AS RECORDED IN PLAT BOOK Z, PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

913 SPRINGWOOD DRIVE  
ORLANDO, FL 32839

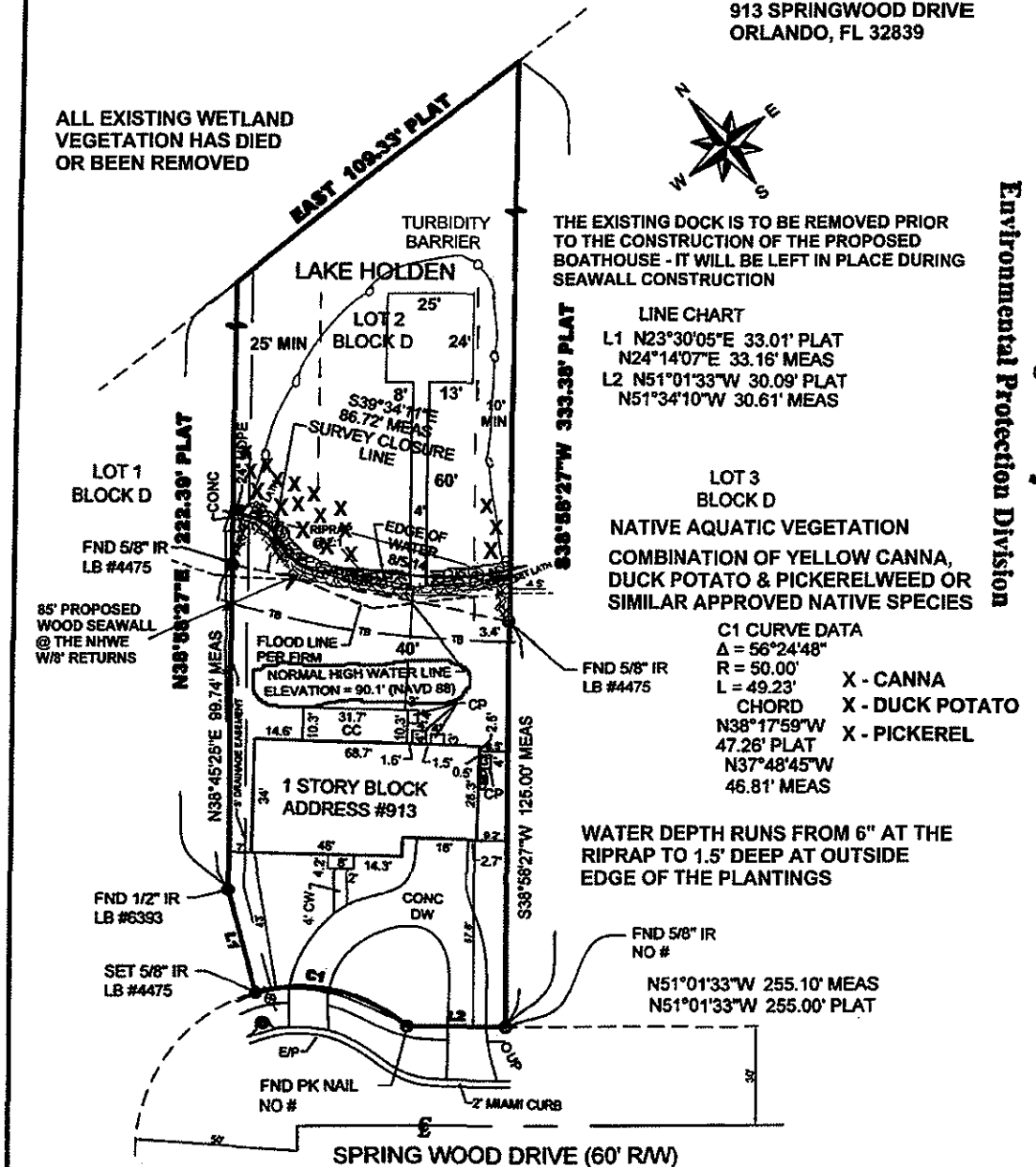
ALL EXISTING WETLAND  
VEGETATION HAS DIED  
OR BEEN REMOVED



Orange County  
Environmental Protection Division

APR 14 2016

Received



THE EXISTING DOCK IS TO BE REMOVED PRIOR  
TO THE CONSTRUCTION OF THE PROPOSED  
BOATHOUSE - IT WILL BE LEFT IN PLACE DURING  
SEAWALL CONSTRUCTION

### LINE CHART

L1 N23°30'05"E 33.01' PLAT  
N24°14'07"E 33.16' MEAS  
L2 N51°01'33"W 30.09' PLAT  
N51°34'10"W 30.61' MEAS

LOT 3  
BLOCK D  
NATIVE AQUATIC VEGETATION  
COMBINATION OF YELLOW CANNA,  
DUCK POTATO & PICKERELWEED OR  
SIMILAR APPROVED NATIVE SPECIES

### C1 CURVE DATA

Δ = 56°24'48"  
R = 50.00'  
L = 49.23'

CHORD  
N38°17'59"W  
47.26' PLAT  
N37°48'45"W  
46.81' MEAS

WATER DEPTH RUNS FROM 6" AT THE  
RIPRAP TO 1.5' DEEP AT OUTSIDE  
EDGE OF THE PLANTINGS

JOB #38546 C:\PROJECTS\127\LOT2BLK-D FIELD DATE: 02/14/2014 SCALE: 1" = 40' DRAWN BY: ML		BOUNDARY SURVEY CERTIFIED TO: MIKE UNDERWOOD 2002 WEST MORRISON AVENUE TAMPA, FL 33606		REVISIONS	
 ACCURIGHT SURVEYORS OF ORANGE, INC., LB #4475 2012 E. Rock Street, Suite 200, Orlando, FL 32803 PHONE: (407) 694-4574 FAX: (407) 667-3777		NOTES: 1. BEARING STRUCTURE IS BASED ON THE MONUMENTED NORTH-EAST R/W LINE OF SPRING WOOD DRIVE BEING N51°01'33"W (PER PLAT ASSUMED). 2. THIS BUILDING LOT LIES IN ZONES "X" & "AC", BASED ON FLOOD INSURANCE RATE MAP NO. 12002DAY, COMMUNITY NO. 120178, ORANGE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 25, 2008. 3. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY CLIENT. 4. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED. 5. BUILDING TIES SHOWN ON THIS SURVEY SHOULD NOT BE USED TO RECONSTRUCT PROPERTY LINES. 6. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED. 7. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES. 8. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK 8C299002 HAVING AN ELEVATION OF 105.804 FEET, (NAVD 83).		LEGEND (1) - CABLE TV RISER (2) - CENTERLINE (3) - CONCRETE BLOCK WALL (4) - COVERED CONCRETE (5) - CHAIN LINK FENCE (6) - CONCRETE MONUMENT (7) - CONCRETE (8) - COVERED (9) - CONCRETE PAD (10) - CONCRETE WALKWAY (11) - CENTRAL ANGLE (12) - DESCRIBED & MEASURED (13) - DRAINAGE EASEMENT (14) - DOT MARKER (15) - DRIVEWAY (16) - EDGE OF PAVEMENT (17) - ELECTRIC BOX (18) - ELECTRIC METER (19) - ELEVATION (20) - FINISHED FLOOR ELEVATION (21) - FIRE HYDRANT (22) - FLOOD INSURANCE RATE MAP (23) - FLOOD (24) - GUY WIRE ANCHOR (25) - IRON PIPE (26) - IRON ROD (27) - ARC LENGTH (28) - LICENSED BUSINESS (29) - LIGHT POLE (30) - LICENSED SURVEYOR (31) - LANDSCAPE AREA (32) - MEASURED (33) - METAL FENCE (34) - METAL SHED (35) - NORTH AMERICAN (36) - VERTICAL DATUM (37) - NATIONAL GEODETIC (38) - VERTICAL DATUM (39) - WALL & DIRT (40) - OVERHEAD WIRE (41) - OFFICIAL RECORDS BOOK (42) - PLAT & MEASURED (43) - PLAT BOOK (44) - POINT OF CURVATURE (45) - PAGE (46) - PLASTIC FENCE (47) - POINT OF BEGINNING (48) - POINT OF COMMENCEMENT (49) - RADIUS (50) - RIGHT OF WAY (51) - TELEPHONE RISER (52) - TRANSFORMER (53) - TYPICAL (54) - UTILITY EASEMENT (55) - UTILITY POLE (56) - WATER METER (57) - WATER VALVE (58) - WOOD FENCE (59) - WOOD SHED	
		JAMES D. BRAY, PSM 6507 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER. ORANGE002-127 - HOLDEN PARK2 Block D002-127LOT2BLK-D.dwg - Feb 15, 2014 COPYRIGHT © 1998 - 2014, ACCURIGHT SURVEYS			



## UNDERWOOD SEAWALL - 913 SPRINGWOOD DRIVE

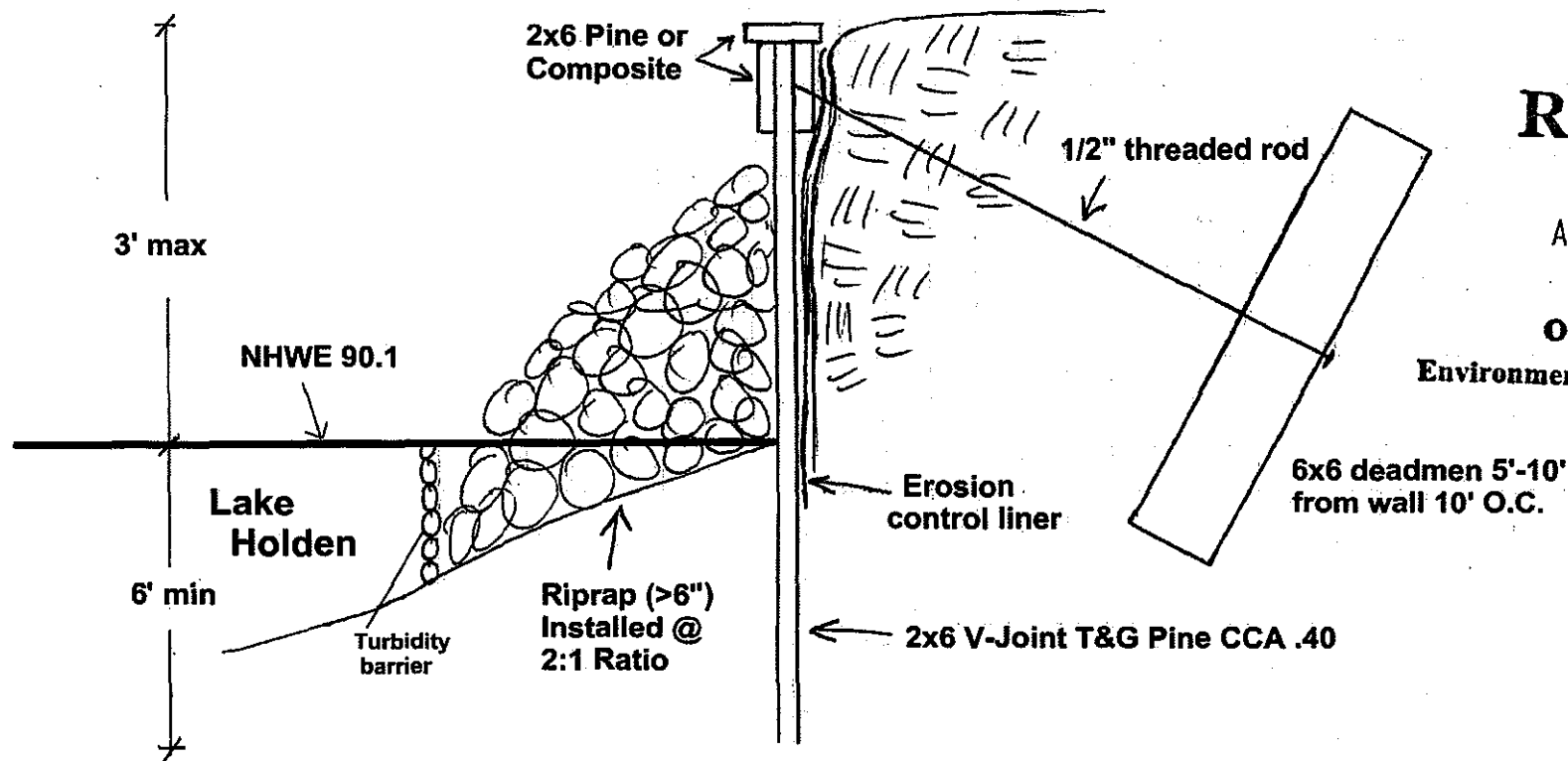


MICHAEL A.  
THOMPSON  
P.E. 47509  
2016.04.14  
10:21:38 -04'00'

# Received

APR 14 2016

Orange County  
Environmental Protection Division



### NOTES:

THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE WIND LOAD REQUIREMENTS OF THE 2010 FLORIDA BUILDING CODE RESIDENTIAL EDITION SECTION R301 DESIGN CRITERIA AND ASCE 7- 10 AND 2011 NEC.

1. BASIC WIND SPEED= 139 MPH ULTIMATE WIND SPEED (Vult) AND 108 MPH (Vasd)
2. WIND IMPORTANCE FACTOR= 1.0
3. CONSTRUCTION TYPE = SINGLE FAMILY RESIDENCE
4. WIND EXPOSURE = CATEGORY D

**Michael Thompson, MSc, P.E.**

(#47509)

5200 Vineland Road, Suite 250

Orlando, Florida 32811

Ph: 407-529-3306

Fax: 407-529-3306

Certificate of Authorization No. 30060

[www.thompsonneg.com](http://www.thompsonneg.com)



**Environmental Protection Division**

**SHORELINE  
ALTERATION/DREDGE &  
FILL PERMIT**

**Permit No:** SADF-14-08-009

**Date Issued:** November 5, 2014

**A Permit Authorizing:**

Construction of a new seawall adjacent to Lake Holden.

This permit is issued pursuant to Orange County Code, Chapter 15, Article VI, Pumping and Dredging Control, and is subject to the Permit Conditions provided on the following pages:

**Activity Location:**

913 Springwood Drive, Orlando, FL 32839

Parcel ID No.: 11-23-29-9592-04-020

Orange County Commission District: 3

**Permittee / Authorized Entity:**

Underwood Holdings, LLC  
c/o Sheila Cichra  
President, Streamline Permitting, Inc.  
2154 Oak Beach Boulevard  
Sebring, FL 33875  
Email: [sheilacichra@gmail.com](mailto:sheilacichra@gmail.com)

Orange County Environmental Protection Division  
800 Mercy Drive, Suite 4  
Orlando, Florida 32808-7896.  
407-836-1400/ Fax: 407-836-1499  
[www.OCEPD.org](http://www.OCEPD.org)

The Board of County Commissioners (BCC) approved this permit on October 21, 2014, subject to the following conditions:

Specific Conditions

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of the filing of the Board of County Commissioners (BCC) determination with the Clerk of the Board on October 30, 2014, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the "Construction Plans" submitted by Streamline Permitting, Inc., dated as received on September 17, 2014, and September 24, 2014, by the Environmental Protection Division (EPD). The permitted work must be commenced within six (6) months and completed within one (1) year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void.
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. This permit does not authorize any dredging or filling, except for the actual construction of the seawall. This permit does not authorize any dredging or filling which may be necessary to provide maintenance or creation of a navigable access from the seawall to the open water.
5. The permittee may maintain a clear access corridor below the Normal High Water Elevation (91.0 msl 1929 NGVD) of Lake Holden, not to exceed thirty (30) feet in width, of sufficient length waterward from the shoreline, to allow access to open water. Any structures, such as a boat dock, must be located within this corridor.
6. Native vegetation, including but not limited to, pickerelweed (*Pontederia cordata*) and duck potato (*Sagittaria lancifolia*), may not be removed from the shoreline outside of the specified access corridor, specific to the project.
7. The permittee must install riprap at a 2 (Horizontal): 1 (Vertical) slope as depicted on the "Construction Plans" submitted by Streamline Permitting, Inc., dated as received on September 17, 2014, and September 24, 2014, by EPD.
8. All dredged debris material shall be removed to an upland location.

General Conditions:

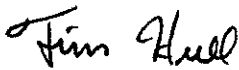
9. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.
10. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

11. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
12. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty (60) days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
13. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
14. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
15. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
16. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
17. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.
18. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.

19. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
20. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
21. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
22. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
23. 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.
24. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

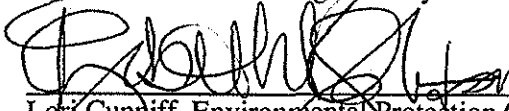
If you should have any questions concerning this review, please contact Tim Hull at 407-836-1428 or [Tim.Hull@ocfl.net](mailto:Tim.Hull@ocfl.net).

Project Manager:



\_\_\_\_\_  
Tim Hull, Environmental Team Leader

Authorized for the Orange County Environmental Protection Division by:



\_\_\_\_\_  
Lori Cunruff, Environmental Protection Officer

TMH/MT/ERJ/LC:sv

Enclosure(s): "Construction Notice" (form CN-001-04)  
Construction Plan

c: Permittee, Mike Underwood, Underwood Holdings, LLC, - [munderwood@munderwood.com](mailto:munderwood@munderwood.com)  
SJRWMD, Victoria Nations - [vnations@sjrwmd.com](mailto:vnations@sjrwmd.com)



# Construction Notice

- ☐ BEGINNING OF CONSTRUCTION
- ☐ COMPLETION OF CONSTRUCTION

Mail to: Orange County Environmental Protection Division  
800 Mercy Drive, Suite 4  
Orlando, FL 32808-7896  
Or Fax to: 407-836-1499, Attn: Elizabeth R. Johnson,  
Environmental Supervisor

Permit Number and Name: **SADF-14-08-009, Underwood Holdings – 913** .  
**Springwood Drive** .

Permit Type: **Shoreline Alteration/Dredge and Fill** .

Approximate Starting date: \_\_\_\_\_ .

Approximate Completion Date: \_\_\_\_\_ .

Remarks or any additional information:

I certify I am the permittee / Authorized Entity of the above permit issued by the Orange County Environmental Protection Division and in accordance with the terms of such permit will ☐ begin or ☐ have completed the actual construction of the work described in the permit.

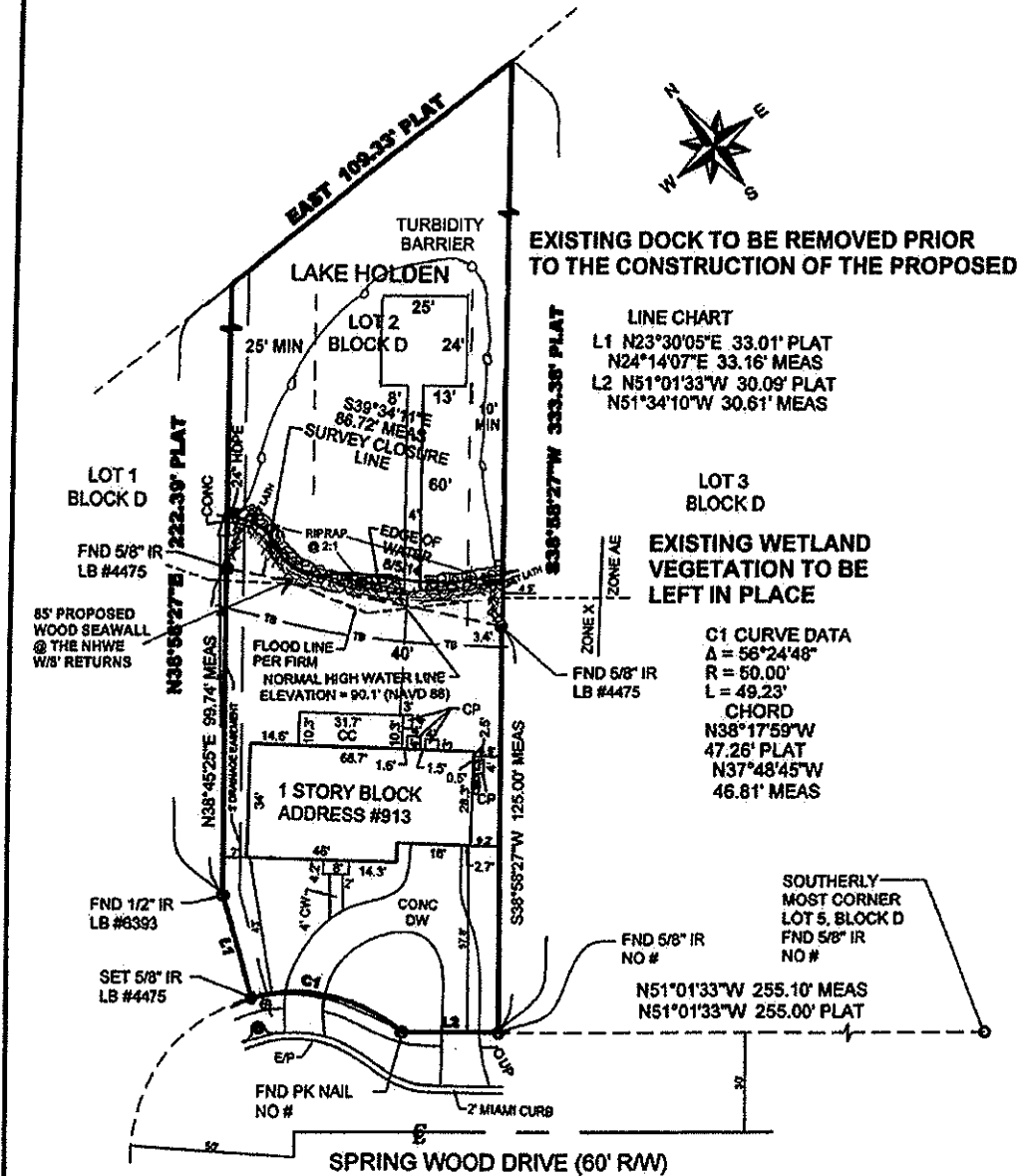
Signature of Permittee: \_\_\_\_\_ .

Printed name of Permittee: \_\_\_\_\_ .

Date: \_\_\_\_\_ .

# PLAT OF SURVEY DESCRIPTION

LOT 2, BLOCK D, HOLDEN PARK, AS RECORDED IN PLAT BOOK Z, PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



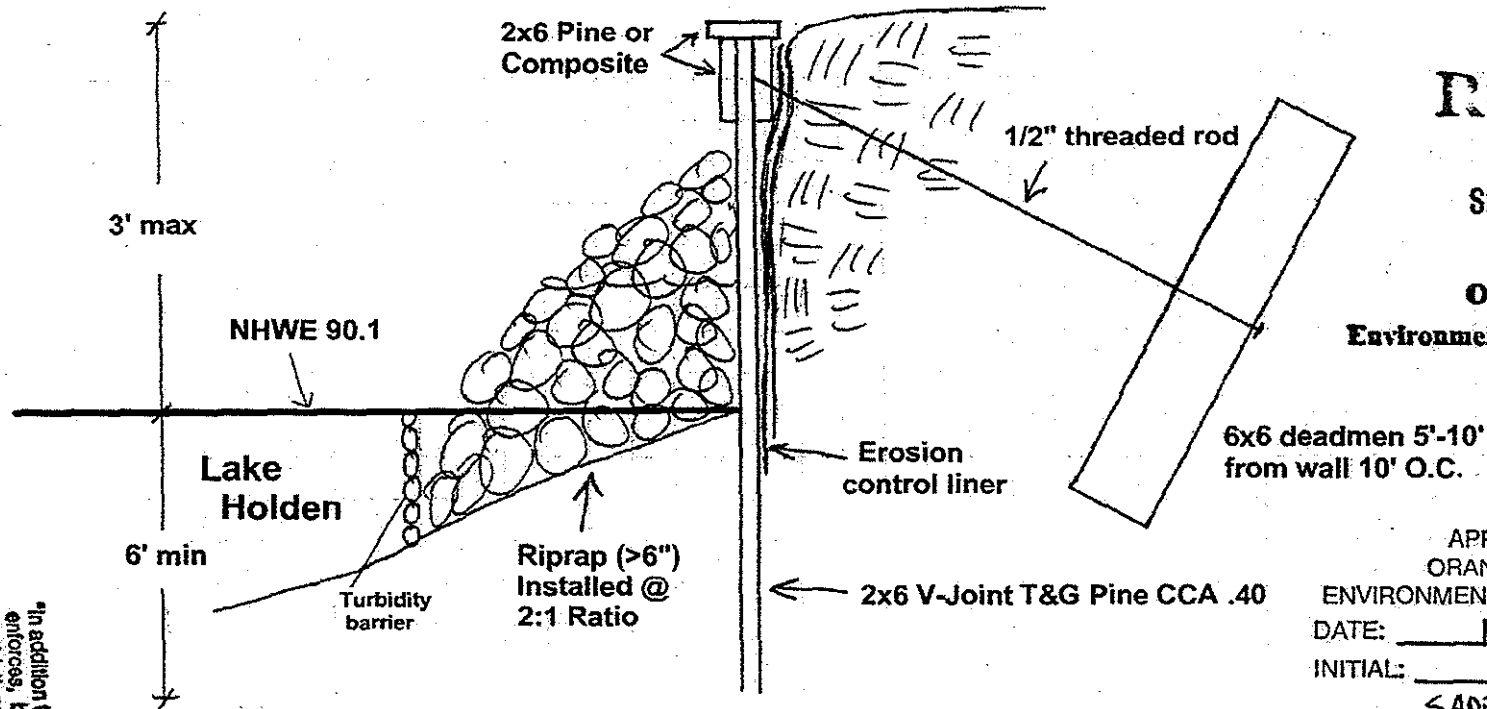
APPROVED BY  
ORANGE COUNTY  
ENVIRONMENTAL PROTECTION DIV.  
DATE: 11/5/14  
INITIAL: TWH SADF-14-08-099

In addition to public regulations which Orange County enforces, be advised that there may be other private restrictions or approval requirements that will affect your ability to complete this project. Please review your deed restrictions and/or consult with your Homeowners Association or Architectural Review Board.

<b>BOUNDARY SURVEY CERTIFIED TO: MIKE UNDERWOOD</b>		<b>REVISIONS</b>	
<b>NOTES:</b> 1. BEARING STRUCTURE IS BASED ON THE MONUMENTED NORTHWEST R/W LINE OF SPRING WOOD DRIVE BEING N51°01'33"W (PER PLAT ASSUMED). 2. THIS BUILDING LOT LIES IN ZONE(S) 'X' & 'A', BASED ON FLOOD INSURANCE RATE MAP NO. 22080C-01P, COMMUNITY NO. 12217E, ORANGE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 25, 2008. 3. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY CLIENT. 4. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED. 5. BUILDING TIES SHOWN ON THIS SURVEY SHOULD NOT BE USED TO RECONSTRUCT PROPERTY LINES. 6. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED. 7. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES. 8. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK (CORNER) HAVING AN ELEVATION OF 105.504 FEET, (NAVD 83).		<b>LEGEND</b> (1) - CABLE TV RISER (2) - CEMENT LINE (3) - CEMENT BLOCK WALL (4) - CONCRETE (5) - CONCRETE MONUMENT (6) - CONCRETE (7) - CONCRETE PAD (8) - CONCRETE WALKWAY (9) - CENTRAL ANGLE (10) - CIRCUMFERENCE MEASURED (11) - DRAINAGE EASEMENT (12) - DESCRIPTION (13) - DRIVEWAY (14) - EDGE OF PAVEMENT (15) - ELEVATION (16) - ELEVATION (17) - FRESH FLOOR ELEVATION (18) - FLOOD INSURANCE RATE MAP (19) - FOUND (20) - GUY WIRE ANCHOR (21) - IRON PIPE (22) - IRON ROD (23) - IRON LENGTH (24) - LIGHTED BURNER (25) - LIGHT POLE (26) - LIGHTED SURVEYOR (27) - LANDSCAPE AREA (28) - MEASUREMENT (29) - METAL PIPE (30) - METAL SIGN (31) - NORTH AMERICAN (32) - NATIONAL DATUM (33) - NATIONAL DATUM (34) - NATIONAL DATUM (35) - NATIONAL DATUM (36) - NATIONAL DATUM (37) - NATIONAL DATUM (38) - NATIONAL DATUM (39) - NATIONAL DATUM (40) - NATIONAL DATUM (41) - NATIONAL DATUM (42) - NATIONAL DATUM (43) - NATIONAL DATUM (44) - NATIONAL DATUM (45) - NATIONAL DATUM (46) - NATIONAL DATUM (47) - NATIONAL DATUM (48) - NATIONAL DATUM (49) - NATIONAL DATUM (50) - NATIONAL DATUM	

# **UNDERWOOD SEAWALL - 913 SPRINGWOOD DRIVE**

SADF-14-08-009



**Received**

SEP 24 2014

**Orange County  
Environmental Protection Division**

APPROVED BY  
ORANGE COUNTY  
ENVIRONMENTAL PROTECTION DIV.  
DATE: 11/5/14  
INITIAL: TMH

SADF-14-08-009

## **NOTES:**

THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE WIND LOAD REQUIREMENTS OF THE 2010 FLORIDA BUILDING CODE RESIDENTIAL EDITION SECTION R301 DESIGN CRITERIA AND ASCE 7- 10 AND 2011 NEC.

1. BASIC WIND SPEED= 139 MPH ULTIMATE WIND SPEED (Vult) AND 108 MPH (Vasd)
2. WIND IMPORTANCE FACTOR= 1.0
3. CONSTRUCTION TYPE = SINGLE FAMILY RESIDENCE
4. WIND EXPOSURE = CATEGORY D

**Michael Thompson, MSc, P.E.**

(#47509)  
5200 Vineland Road, Suite 250  
Orlando, Florida 32811  
Ph: 407-529-3306  
Fax: 407-529-3306  
Certificate of Authorization No. 30060  
www.thompsonneg.com

"In addition to public regulations which Orange County enforces, be advised that there may be other private restrictions or approval requirements that will affect your ability to complete this project. Please review your deed restrictions and/or consult with your Homeowners Association or Architectural Review Board."







## Interoffice Memorandum

July 7, 2016

TO:

Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

FROM:

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

CONTACT PERSON:

John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT:

July 19, 2016 – Public Hearing  
Applicant: Selby Weeks  
Orlando Health Central Porter Road Medical Campus PD  
/Orlando Health Horizon West Phase I Preliminary Subdivision  
Plan / Development Plan - Case # PSP-16-02-047

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of June 8, 2016, to approve the Orlando Health Central Porter Road Medical Campus PD / Orlando Health Horizon West Phase I Preliminary Subdivision Plan / Development Plan to create one (1) commercial lot and construct an 81,000 square foot emergency department / medical office building and a 5,800 square foot central energy plant.

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 Orlando Health Central Porter Road Medical Campus PD /Orlando Health Horizon West Phase I Preliminary Subdivision Plan / Development Plan (PSP/DP) dated "Received May 31, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

July 19, 2016 – Public Hearing

Selby Weeks, Klima Weeks Civil Engineering, Inc.

Orlando Health Central Porter Road Medical Campus PD / Orlando Health Horizon West Phase I  
Preliminary Subdivision Plan / Development Plan Case # PSP-16-02-047

Page 2 of 2

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JVW/JS/lo

Attachments

**CASE # PSP-16-02-047**

Commission District # 1

**1. REQUEST**

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of June 8, 2016, to approve the Orlando Health Central Porter Road Medical Campus PD / Orlando Health Horizon West Phase I PSP / DP to create one (1) commercial lot and construct an 81,000 square foot emergency department / medical office building and a 5,800 square foot central energy plant.

**2. PROJECT ANALYSIS**

- A. Location: South of Porter Road / East of County Road 545
- B. Parcel IDs: 29-23-27-0000-00-002, 29-23-27-0000-00-015
- C. Total Acres: 73.59
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: N/A
- G. School Population: N/A
- H. Parks: N/A
- I. Proposed Uses: Emergency Department / Medical Office Building: 81,000 square feet; Central Energy Plant: 5,600 square feet
- J. Site Data:
  - Emergency Department / Medical Office Building:  
Maximum Building Height: 48' (2-stories)  
Building Setbacks:
    - 10' Front (north)
    - 10' Side (west)
    - 10' Rear (south)
    - 5' Side (east)
  - Central Energy Plant  
Maximum Building Height: 25' (1-story)
- K. Fire Station: 34 - 4000 Winter Garden Vineland Road

- L. Transportation: As proof of satisfaction of the project's transportation concurrency obligations, the project must comply with that certain Town Center East Road Network Agreement recorded at O.R. Book 10306, Page 1364, Public Records of Orange County, Florida. The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with, or prior to plat approval.

Town Center East Boulevard/Hamlin Trail: A Road Network Agreement for Town Center East was approved by the Board of County Commissioners on December 6, 2011 and recorded at OR Book/Page 10306/1364. The Developer has obtained vested trips for the completion of construction for Hamlin Groves Trail and New Independence Parkway to four lanes. Right-of-Way for the road network has been dedicated to the County.

Town Center East Boulevard/Hamlin Trail: First Amendment to Town Center East Road Network Agreement ("First Amendment") between Orange County and SLF IV/Boyd Horizon West JV, LLC ("Developer") and Orlando Health Central, Inc. ("Orlando Health") was approved by the Board of County Commissioners on 7/10/2012 and recorded at ORBK 10411/ 0542 for the conveyance of Right-of-Way for the road network in Town Center. The First Amendment contemplates that the Orlando Health parcel will be included in the terms of the original agreement. Under the terms of the First Amendment, Orlando Health shall receive \$22,500 per acre in Road Impact Fee Credits for the dedication of 2.11 acre parcel for Hamlin Trail Right-of-Way for a total of \$47,450.00 in road impact fee credits. An additional 2.22 acre area of Right-of-Way for Porter Road will be donated to Orange County by Orlando Health at no cost to the County. Developer has assigned 650 Vested Trips to Orlando Health. Orlando Health is has the option to complete the Phase 4 improvements. The First Amendment also acknowledges that Developer has acquired the Gleason Parcel which is now included in the definition of the Property.

### **3. COMPREHENSIVE PLAN**

The subject property has an underlying Future Land Use Map (FLUM) designation of Village (V) in the Horizon West Town Center Specific Area Plan (SAP), designated as Corporate Campus Mixed Use (CCM-5 and CCM-6). The request is consistent with the FLUM and Town Center SAP designations.

#### **4. ZONING**

PD (Planned Development District) (Orlando Health Central Porter Road Medical Campus PD)

#### **5. REQUESTED ACTION:**

Approval subject to the following conditions:

1. Development shall conform to the Orlando Health Central Porter Road Medical Campus PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Orlando Health Horizons West Phase I Preliminary Subdivision Plan/Development Plan dated "Received May 31, 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 May 31, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal

law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

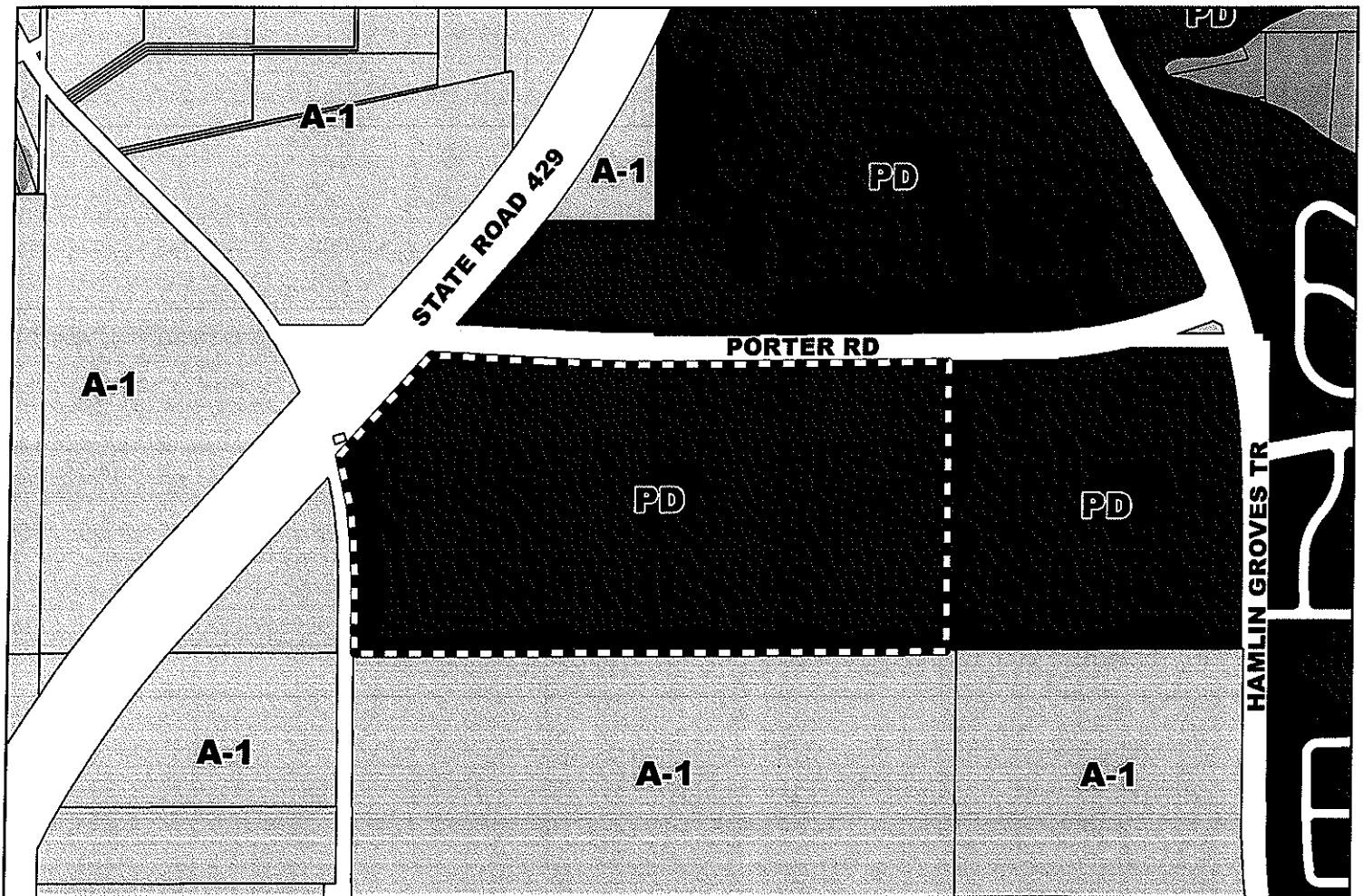
4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan/development plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
7. The covenants, conditions, and restrictions (CC&Rs) shall contain notification to potential purchasers, builders or tenants of this development of the proximity of the West Orange & 545 solid waste disposal facilities that are located 0.2 miles to the southwest.
8. 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.

9. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
10. 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.
11. 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.
12. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water, wastewater, and reclaimed water systems have been designed to support all development within the Orlando Health Central PD, and that construction plans are consistent with the approved Horizon West Town Center Master Utility Plan (MUP) or shall include an update to the Village MUP to incorporate any revisions. Any Town Center MUP updates must be submitted at least 30 days prior to construction plan submittal and must be approved prior to construction plan approval.
13. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.



14. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of the construction plan initial submittal.
15. Prior to the issuance of any vertical building permits, the property shall be platted.
16. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.
17. As proof of satisfaction of the project's transportation concurrency obligations, and in compliance with that certain Town Center East Road Network Agreement recorded at O.R. Book 10306, Page 1364, Public Records of Orange County, Florida, as amended by that certain First Amendment to Town Center East Road Network Agreement recorded at O.R. Book 10411, Page 0542, Public Records of Orange County, Florida, the developer must provide a valid Assignment of Vested Trips document concurrently with or prior to plat approval. In addition, any Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.
18. The proposed development is adjacent to an existing and permitted City of Orlando/Orange County Water Conserv II Rapid Infiltration Basin (RIB) site. The design and permitting (stormwater, etc.) for the proposed development shall take into account the groundwater mounding produced by the adjacent RIBs when loaded at full permitted capacity and during wet weather conditions. At the time of construction plan submittal, the applicant shall coordinate with OCU to obtain information on the mounding produced by the RIBS, and submit geotechnical information and stormwater pond design calculations for use in coordinating with Conserv II.
19. Porter Road improvements shall be substantially complete with associated left turn lanes to the site prior to Certificate of Occupancy.



**Subject Property**



**Subject Property**

## Zoning

**ZONING:** PD (Planned Development District)  
(Orlando Central Porter Road Medical Campus PD)

**APPLICANT:** Selby Weeks

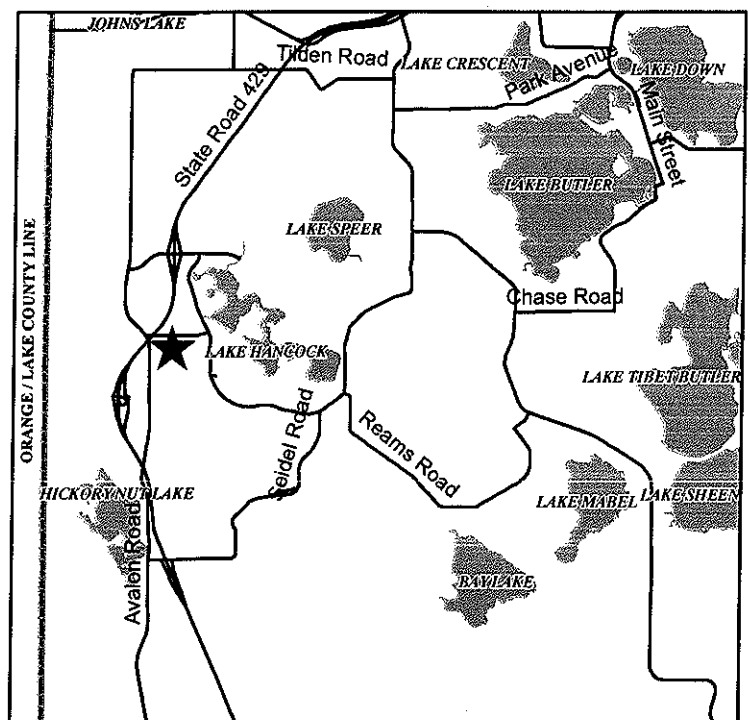
**LOCATION:** South of Porter Road, East of County Road 545 (Avalon Road)

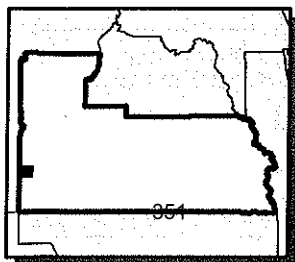
**TRACT SIZE:** 73.59 acres

**DISTRICT:** #1

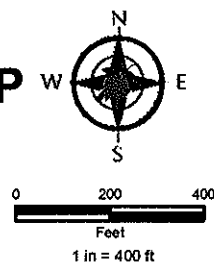
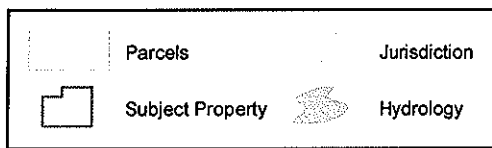
**S/T/R:** 29/23/27

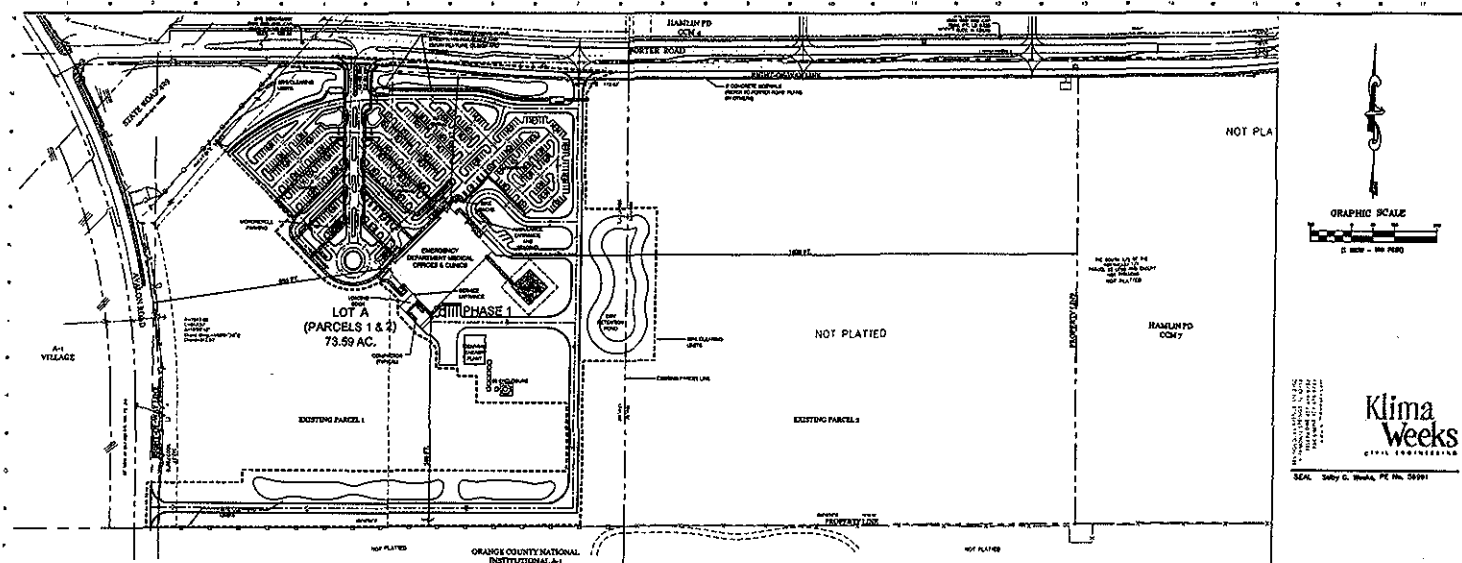
1 inch = 750 feet





# Orlando Health Central Porter Road Medical Campus PD Phase I PSP





#### GENERAL INFORMATION:

##### PROPERTY INFORMATION:

PARCELS ONE (2)  
PROPOSED USE: COMMUNITY APARTMENTS, MEDICAL OFFICES AND CLINIC  
BARRIERS OF WATER: TWO (2) INCLUDING - HAMILTON PKWY & CENTRAL DITCH PLANT  
DRAINAGE CORING: FROM CORNER PG-COM

##### AREA CALCULATIONS:

WATER PROPERTY OWNED: 13.58 AC  
PLANT ONE (1) INDEBT AREA: 11.14 AC / 11.14 AC / 11.14 AC  
TOTAL IMPROVED AREA: 14.58 AC / 14.58 AC / 14.58 AC  
ON 14.58 - IMPROVED AREA / PROPERTY AREA  
OPEN SPACE PROVIDED: 14.58 AC / 14.58 AC / 14.58 AC

##### BUILDING INFORMATION:

COMMUNITY APARTMENTS / MEDICAL OFFICE BUILDING  
2 STORY FLAT ROOF STRUCTURE, PERMANENT  
BLIND SLT (FLAT AC)  
PROPOSED BUILDING HEIGHT: 48 FT. (MAX. ROOF HEIGHT)  
MAX. FINISHED BUILDING HEIGHT: 140 FT.  
Building area and lot area: 14.58 AC

##### ADJACENT ZONING:

BARRIERS FROM CORNER PG-COM  
WATER PROPERTY OWNED: 13.58 AC  
CITY: FROM CORNER PG  
CITY: FROM CORNER PG  
CITY: FROM CORNER PG  
CITY: FROM CORNER PG

##### BUILDING SETBACKS REQUIRED:

FRONT (3000) - 10' (PORTER ROAD)  
SIDE (1000) - 10' (JANUS ROAD-SEE STREET)  
REAR (2000) - 10'  
SIDE (1000) - 10'

##### ADJACENT FUTURE LAND USE:

SUBJECT SITE: PLANT  
NORTH: FROM CORNER PG  
EAST: FROM CORNER PG  
WEST: FROM CORNER PG  
SOUTH: FROM CORNER PG

##### BUILDING SETBACKS PROVIDED:

FRONT (3000) - 10' (PORTER ROAD)  
SIDE (1000) - 10' (JANUS ROAD-SEE STREET)  
REAR (2000) - 10'  
SIDE (1000) - 10'

##### SITE VEGETATION:

TURF GRASS

##### UTILITY PROVIDER:

WATER, SEWERAGE AND RECLAMATION: ORANGE COUNTY PUBLIC UTILITIES

##### SOIL:

1. CHECK THE SAME, 8 TO 30

##### FEMA FLOOD DATA:

NO FLOOD IS LOCATED IN ONE OF THE FEMA MAP No. 128000025 F & No. 128000025 F, MAP DATE: 07/2000 (12. 2000)

##### PARKING DATA:

GAIRS: 1 SPACE PER EMPLOYEE PLUS 2 SPACES FOR COACH ROOM  
THERMOPOR: (140) K 1 + (12) K 2 = 204 SPACES

	REQUIRED	AVAILABLE TOTAL
REQUIRED SPACES	167	204
PROVIDED SPACES	403	403

BICYCLE PARKING: BARRIERS: 3 PLANT 1 FOR EACH 15 REQUIRED VEHICLE PARKING  
ABOVE 150, HOWEVER, NO MORE THAN 5 SPACES REQUIRED.

REQUIRED SPACES: 8

PROVIDED SPACES: 8

NOTE: BICYCLE PARKING SHALL COMPLY WITH ORANGE COUNTY CODE SECTION 24-1200 (12. 2000)

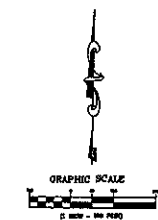
##### COMPLIANCE STATEMENTS:

1. LAYOUT SHALL COMPLY WITH ARTICLE 16 OF CHAPTER 8 OF THE ORANGE COUNTY CODE.  
2. DEVELOPER SHALL OBTAIN WATER, SEWERAGE AND RECLAMATION SERVICE FROM ORANGE COUNTY UTILITIES.

##### TRIP GENERATION TABLE

PHASE 1 (THIS PROJECT): 14.58 AC  
BLAND AREA: 14.58 AC  
BLAND OF: 14.58 AC

NOTE: TRIPS CALCULATED USING TABLE 3. TRIP EQUIVALENCY MATRIX-TWO  
DAY PEAK HOUR TRIPS FROM ORLANDO HILL IN CENTRAL PORTER  
ROAD MEDICAL CAMPUS PG-COM/PLANT, 14.58 AC PLANT-SEE TRIPS FOR  
1,000 SF HOSPITAL.



**Klima Weeks**  
CIVIL ENGINEERING  
SEAL: Shelby C. Weeks, P.E. No. 55991

**HORIZON WEST**  
NEW CAMPUS ED & MOB  
**Hunton Brady**  
ARCHITECTS

DATE	DESCRIPTION
4/22/2011	Preliminary Subdivision Plan

PRELIMINARY  
SUBDIVISION PLAN  
PROJECT NO. 128000025, SHEET  
C001

#### GENERAL INFORMATION:

##### PROPERTY INFORMATION:

PHASES: ONE (1)  
PROPOSED USE: EMERGENCY DEPARTMENT, MEDICAL OFFICES AND CLINICS  
NUMBER OF UNITS: TWO (2) BUILDINGS - EMERGENCY DEPT. & CENTRAL ENERGY PLANT  
EXISTING ZONING: TOWN CENTER PD-COBU

##### AREA CALCULATIONS:

TOTAL PROPERTY OWNED: 73.59 AC±  
PHASE ONE (1) PROJECT AREA: 976,474 SF. (22.5 AC. / 100%)  
FAR: 0.03  
TOTAL IMPERVIOUS AREA: 441,025 SF. (10.1 AC. / 45.1%)  
ISR: 0.45 (IMPERVIOUS AREA / PROJECT AREA)  
OPEN SPACE PROVIDED: 537,449 SF. (12.3 AC. / 54.9%)

##### BUILDING INFORMATION:

EMERGENCY DEPT./ MEDICAL OFFICE BUILDING:  
2 STORY PLUS MECHANICAL PENTHOUSE  
81,000 S.F.± (1.86 AC.)  
PROPOSED BUILDING HEIGHT: 48 FT. (MAX. ROOF HEIGHT)  
MAX. PERMITTED BUILDING HEIGHT: 150 FT.  
\*Building Area does not include Mechanical Penthouse

CENTRAL ENERGY PLANT (CEP):  
1 STORY, 5,800 S.F. (0.13 AC.)  
BUILDING HEIGHT: 25 FT.

##### ADJACENT ZONING:

SUBJECT SITE: TOWN CENTER PD-COBU  
NORTH: PORTER ROAD/TOWN CENTER PD  
EAST: TOWN CENTER PD  
WEST: AVALON ROAD/A-1  
SOUTH: A-1

##### ADJACENT FUTURE LAND USE:

SUBJECT SITE: VILLAGE  
NORTH: PORTER ROAD/ VILLAGE  
EAST: VILLAGE  
WEST: AVALON ROAD/ VILLAGE  
SOUTH: INSTITUTIONAL

##### BUILDING SETBACKS REQUIRED:

FRONT (NORTH) - 10' (PORTER ROAD)  
SIDE (WEST) - 10' (AVALON ROAD-SIDE STREET)  
REAR (SOUTH) - 10'  
SIDE (EAST) - 5'

##### BUILDING SETBACKS PROVIDED:

FRONT (NORTH) - 365' (PORTER ROAD)  
SIDE (WEST) - 665' (AVALON ROAD-SIDE STREET)  
REAR (SOUTH) - 585'  
SIDE (EAST) - 1635'

##### SITE VEGETATION:

PLANTED TREES

##### UTILITY PROVIDER

WATER, WASTEWATER AND RECLAIMED: ORANGE COUNTY PUBLIC UTILITIES

##### SOIL:

4 Candler FINE SAND, 0 TO 5%

##### FEMA FLOOD DATA

THIS SITE IS LOCATED IN ZONE X PER FEMA MAP No. 12095C0375 F & No. 12095C0380 F.  
MAP DATE: SEPTEMBER 23, 2009.

##### PARKING DATA:

BASIS: 1 SPACE PER EMPLOYEE PLUS 2 SPACES PER EXAM ROOM  
THEREFORE: (140) X 1 + (32) X 2 = 204 SPACES

	REGULAR	ACCESSIBLE	TOTAL
REQUIRED SPACES:	197	7	204
PROVIDED SPACES:	403	18	421

BICYCLE PARKING: BASIS: 2 PLUS 1 FOR EACH 10 REQUIRED VEHICULAR PARKING  
ABOVE 10; HOWEVER, NO MORE THAN 8 SPACES REQUIRED.

REQUIRED SPACES: 8  
PROVIDED SPACES: 8

NOTE: BICYCLE RACK DESIGN SHALL COMPLY WITH ORANGE COUNTY CODE  
SECTION 38-1390.43(i).

##### COMPLIANCE STATEMENTS:

1. LIGHTING SHALL COMPLY WITH ARTICLE XVI OF CHAPTER 9 OF THE ORANGE COUNTY CODE.

2. DEVELOPER SHALL OBTAIN WATER, WASTEWATER AND RECLAIMED SERVICE FROM ORANGE COUNTY UTILITIES.

##### TRIP GENERATION TABLE

	BUILDING AREA	TRIPS
PHASE I (THIS PROJECT)	81,000 SF	92

NOTE: TRIPS CALCULATED USING TABLE 3, TRIP EQUIVALENCY MATRIX-TWO  
WAY PM PEAK HOUR TRIPS FROM ORLANDO HEALTH CENTRAL PORTER  
ROAD MEDICAL CAMPUS PD/ANP/LUP. 1.14 PM PEAK HR TRIPS PER  
1,000 SF HOSPITAL.



## Interoffice Memorandum

July 7, 2016

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

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

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: July 19, 2016 – Public Hearing  
Eric Warren, Poulos & Bennett  
Spring Grove – Northeast Planned Development (PD)  
Case # LUP-15-03-065 / District 1

The proposed Spring Grove - Jaffers PD contains 133.39 gross acres, and is generally located on the south side of Flemings Road, east of the Orange / Lake County line, and west of CR 545 (Avalon Road). The subject property also falls within the boundary of the Horizon West Sector Planning Area, and more specifically, within the Village I Specific Area Plan (SAP).

Through this request, the applicant is seeking to rezone the property from A-2 (Farmland Rural District) to PD (Planned Development District) in order to develop 136 single family detached residential dwelling units, and 217 multi-family residential dwelling units. The PD also provides for a 23.74-acre Adequate Public Facilities (APF) middle school site.

In order to satisfy the requirements of Chapter 30, Article XIV of Orange County Code ("APF/TDR Ordinance"), the Spring Grove – Northeast PD is subject to an APF Agreement which recognizes that the project's proportionate share of required APF lands with the Village I SAP is 8.39 acres. Through the conveyance of 27.76 acres of APF lands (*including a Middle School site*), the agreement reflects that the PD contains an APF surplus of 19.37 acres. With the applicant seeking Impact Fee Credits for portions of the APF roads, the Agreement was processed through the Road Agreement Committee (RAC), and was placed on the BCC consent agenda for their consideration on July 19, 2016. If approved, the agreement will be recorded in the Public Records of Orange County, Florida.

The required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

Finally, Spring Grove - Northeast PD received recommendations of approval from the Development Review Committee (DRC) and Planning and Zoning Commission (PZC) on September 9, 2015 and October 15, 2015, respectively.

**ACTION REQUESTED:** Make a finding of consistency with the Comprehensive Plan (CP) and approve the Spring Grove - Northeast Planned Development / Land Use Plan (PD/LUP) dated "Received August 31, 2015", subject to the conditions listed under the PZC Recommendation in the Staff Report.  
**District 1**

Attachments

**GENERAL INFORMATION**

**APPLICANT** Eric Warren, Poulos & Bennett

**OWNERS** Spring Grove, LLC and Columnar Partnership Holding I, LLC

**PROJECT NAME** Spring Grove - Northeast Planned Development / Land Use Plan (PD/LUP)

**HEARING TYPE** Planned Development / Land Use Plan (PD / LUP)

**REQUEST** **A-2** (Farmland Rural District) **to**  
**PD** (Planned Development District)

*A request to rezone two (2) parcels containing 103.05 acres from A-2 (Farmland Rural District) to PD (Planned Development District) with a development program consisting of 136 single family detached residential dwelling units, 217 multi-family residential dwelling units, and a middle school site. In addition, a waiver has been requested from Orange County Code Section 38-1755 to allow a middle school site with a minimum net lot area of 23.74 acres, in lieu of a minimum net lot area of 25 acres.*

**LOCATION** 11900 Avalon Road; generally located on the east side of CR 545 / Avalon Road, north of Flemings Road, south of Flamingo Crossings Boulevard, east of the Orange / Lake County line, and west of SR 429 (Western Beltway).

**PARCEL ID NUMBERS** 17-24-27-0000-00-003 and 20-24-27-0000-00-009

**TRACT SIZE** 103.05 gross acres

**PUBLIC NOTIFICATION** For this case, a notification area extending 1,500 feet was established [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Twenty-four (24) notices were mailed to those property owners in the mailing area. A community meeting was not required.

**PROPOSED USE** One hundred thirty-six (136) single-family detached residential dwelling units, two hundred seventeen (217) multi-family residential dwelling units, and a middle school site.



## **STAFF RECOMMENDATION**

### **Development Review Committee (DRC) – September 9, 2015**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Spring Grove - Northeast Planned Development / Land Use Plan (PD/LUP) dated "Received August 31, 2015", subject to the following conditions:**

1. Development shall conform to the Spring Grove – Northeast Planned Development / Land Use Plan (PD/LUP) dated "Received August 31, 2015," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received August 31, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
5. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
6. 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.
7. 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.
8. This project is subject to, and shall comply with, the terms of an APF / Right-of-Way Conveyance road agreement addressing the conveyance of right-of-way needed for CR 545 / Avalon Road improvements and other APF facilities.
9. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of April 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 5 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
  - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
  - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute

between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.

- e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- 10. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Master Utilities Plan (MUP).
- 11. Prior to approval of the first PSP in Village I, the developer shall submit a Village-wide MUP including water, wastewater and reclaimed water transmission main layouts, sizing, and supporting hydraulic calculations.
- 12. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
- 13. A two acre APF tract with a thirty foot (30') wide access to a county right-of-way for a water facility within Village I near Village I's southern boundary shall be identified prior to the approval of the first PSP within Village I and dedicated to the County prior to approval of the first construction plan set within Village I. The tract shall have a minimum width of 150 feet, have an elevation above the 100 year flood plain, be located outside of wetlands and no more than 1,000 feet from Avalon Road.
- 14. The developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
- 15. Prior to construction plan approval, all property owners within the Village I, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
- 16. The lot grading plan for 32-foot wide single-family detached lots (and similar narrow lots) shall include design features to ensure positive drainage from the side yard to the front roadway or rear alley. These design features may include: (a) A/C units on same side of homes so that A/C units are not located adjacent to each other; (b) A/C units on same side placed at the high elevation point of side yard so that drainage flows away from the A/C units to the front roadway and rear alley; (c) A/C units located behind the home when the garage is detached from the home with courtyard; and/or (d) other lot grading plan features approved by the County Engineer.

17. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.
18. A waiver from Orange County Code Section 38-1755 is granted to allow a middle school site with a minimum net lot area of 23.74 acres, in lieu of a minimum net lot area of 25 acres.
19. On July 28, 2015, the Board of County Commissioners transmitted an amendment to Comprehensive Plan Policy FLU4.3.10 (the "Policy"). Such Policy, among other things, contemplated that any project that has submitted an application for a Planned Development prior to November 10, 2015, may proceed with development without entering into a Road Network Agreement pursuant to a Global Road Network Term Sheet for Village I; provided, however, that such development shall be required to obtain at least one development permit for vertical construction other than a model home within thirty (30) months from the date of approval of the Planned Development. It is currently anticipated that the Policy will be considered for adoption by the Board in November of 2015; this project shall be subject to the Policy, including any time limitations on permitting, as it is adopted by the board, whenever such adoption may occur.

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The proposed residential development program would not adversely impact any adjacent properties or result in an incompatible land use pattern.

### **Comprehensive Plan (CP) Consistency**

The property has an underlying Future Land Use Map (FLUM) designation of Village (V). More specifically, the property is located within the Village I Specific Area Plan (SAP) and is designated Apartment District (Parcel 26), Village Home District (Parcel 27), and APF Middle School (Parcel 28) on the existing Village I SAP land use map. The proposed uses are consistent with these designations and applicable CP provisions, which include – but are not limited to the following goals, objectives and policies:

**GOAL FLU4** (Horizon West) states that it is Orange County's goal to ensure sustainable, quality development in Southwest Orange County to allow a transition from rural to urban uses while protecting environmental quality.

**OBJ FLU4.1** states that Orange County shall use a Village Land Use Classification to realize the long range planning vision for West Orange County created through the Horizon West planning process. The Village land use classification has been designed to address the need to overcome the problems associated with and provide a meaningful alternative to the leap-frog pattern of sprawl now occurring in western Orange and eastern Lake County; create a better jobs/housing balance between the large concentration of employment in the tourism industry and the surrounding land uses; create a land use pattern that will reduce reliance on the automobile by allowing

a greater variety of land uses closer to work and home; and, replace piecemeal planning that reacts to development on a project by project basis with a long range vision that uses the Village as the building block to allow the transition of this portion of Orange County from rural to urban use through a specific planning process that uses a creative design approach to address regional, environmental, transportation, and housing issues.

**FLU4.1.1** states that each Village Specific Area Plan (SAP) shall be designed based on an urban development pattern, which encourages the formation of a suburban village while ensuring the provision of adequate public facilities and services concurrent with development and protection of environmental quality, and outlines the following General Village Principles in Horizon West:

- A. Planning for the Village shall be in the form of complete and integrated neighborhoods containing housing, shops, workplaces, schools, parks and civic facilities essential to the daily life of the Village residents.
- B. Village size shall be designed so that housing is generally within a 1.2 mile radius of the Village Center (shops, services and other activities). This radius may be relaxed where natural or community facilities and services interrupt the design.
- C. A Village shall contain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live within its boundaries.
- D. Wherever possible, as many activities as possible shall be located within an easy walking distance of an existing or designated transit stop.
- E. The Village and each neighborhood shall have a center focus that combines commercial, civic, cultural and recreational uses. Higher density residential development should be encouraged in proximity to these centers, with the highest density/attached housing encouraged in proximity to the Village Center.
- F. The Village shall contain an ample supply of specialized open space in the form of squares, greens and parks whose frequent use is encouraged through placement and design.
- G. Each Village shall have a well-defined edge, such as greenbelts or wildlife corridors permanently protected from development.
- H. Local and collector streets, pedestrian paths and bike paths shall contribute to a system of fully connected and interesting routes from individual neighborhoods to the Village Center and to other villages. Their design should encourage pedestrian and bicycle use by being spatially defined by buildings, trees, and lighting; and by discouraging high speed traffic.
- I. Wherever possible, the natural terrain, drainage and vegetation of the area shall be preserved with superior examples contained within parks or greenbelts.
- J. The Village Center shall be designed to encourage and accommodate linkage with the regional transit system.

**FLU4.1.9** states that until and unless an SAP is approved by the Orange County Board of County Commissioners, the property in the Village Land Use Classification shall maintain the future land use designation existing prior to the Village Land Use Classification Amendment (e.g. Rural: 1 dwelling unit per 10 acres, Conservation, Rural Settlement), except for those projects that are vested. All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the Village Land Use Classification shall be reviewed on a case-by-case basis for the effects of such development approval on adopted or future SAPs. Once an SAP is adopted by the Board of County Commissioners, all applications for development approval (i.e. lot splits, special exceptions, variances) under the existing zoning shall be evaluated for compatibility with the adopted SAP.

**OBJ FLU4.2** states that each Specific Area Plan (SAP) shall include regulatory measures which require the provision of Adequate Public Facilities and services concurrent with development.

**FLU4.2.1** states that prior to or in conjunction with approval of the land use plan for any Village Planned Development, a developer's agreement addressing the conveyance of adequate public facility lands shall be approved by Orange County.

**FLU4.2.2** states that the Adequate Public Facilities (APF) Ordinance shall require each property owner to make provisions to set aside public land area in exchange for APF credits, based upon the total public land area needs for each SAP. For Village I, the ratio is one (1) acre of public land for every 7.25 acres of developable land). For land areas that do not include public facilities lands or for which public facilities lands have been provided, a fee in lieu of donation shall be required. Such APF revenues shall be allocated for public facilities lands acquisition, support, and maintenance within the subject Village or Town Center.

**FLU4.6.2** states that any development within the boundary of an adopted SAP shall comply with the provisions of the Orange County Code for the Planned Development Zoning District and subdivisions and site plan development regulations. Where the performance standards in the Village Development Code conflict with said regulations, the Village Code shall govern.

**FLU4.6.3** states that the adopted Village Specific Area Plans establish the Village Home District minimum average net density of 6 dwelling units per acre, and the Apartment District minimum average net density of 16 dwelling units per acre.

**OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

**FLU8.2.1** states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

## SITE DATA

<b>Existing Use</b>	Undeveloped Land
<b>Adjacent Zoning</b>	N: PD (Planned Development District – Springhill PD) (2013)
	E: A-2 (Farmland Rural District) (1957) and Reedy Creek Improvement District
	W: A-1 (Citrus Rural District) (1957)
	S: Reedy Creek Improvement District
<b>Adjacent Land Uses</b>	N: Undeveloped Land
	E: Undeveloped Land
	W: Trucking Company; Concrete Company; and Undeveloped Land
	S: Undeveloped Land

## APPLICABLE PD DEVELOPMENT STANDARDS

	Apartment District (APT) <i>Multi-Family Residential</i>	Village Home District (VH) <i>Single-Family Detached</i>	Townhouses (APT or VH) <i>Single-Family</i>
<u>Attached</u>			
Min. Living Area:	500 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
Max. Building Height:	65' / 5 stories	45' / 3 stories	55' / 4 stories
Min. Lot Width:	85'	32'	16'
<u>Minimum Building Setbacks</u>			
Front:	10'	15' / 7' w/ porch	15' / 10' w/ porch
Rear:	20'	20'	14'
Side:	15' / 10' w/ porch	4' / 10' w/ porch	0' / 7' end units
PD Perimeter:	25'	25'	25'

## SPECIAL INFORMATION

### **Subject Property Analysis**

The proposed Spring Grove – Northeast PD contains 103.05 gross acres, and is generally located on the east side of CR 545 (Avalon Road), north of Flemings Road, south of Flamingo Crossings Boulevard, east of the Orange / Lake County line, and west of SR 429 (Western Beltway). The subject property also falls within the boundary of the Horizon West Sector Planning Area, and more specifically, within the Village I Specific Area Plan (SAP).

Through this request, the applicant is seeking to rezone the property from A-2 (Farmland Rural District) to PD (Planned Development District) in order to develop 136 single family detached residential dwelling units, and 217 multi-family residential dwelling units. The PD also provides for a 23.74-acre Adequate Public Facilities (APF) middle school site.

**Adequate Public Facilities (APF)**

In order to satisfy the requirements of Chapter 30, Article XIV of Orange County Code ("APF/TDR Ordinance"), the Spring Grove – Northeast PD is subject to an APF Agreement which recognizes that the project's proportionate share of required APF lands with the Village I SAP is 8.39 acres. Through the conveyance of 27.76 acres of APF lands (*including a Middle School site*), the agreement reflects that the PD contains an APF surplus of 19.37 acres. With the applicant seeking Impact Fee Credits for portions of the APF roads, the Agreement was processed through the Road Agreement Committee (RAC), and was placed on the BCC consent agenda for their consideration on July 19, 2016. If approved, the agreement will be recorded in the Public Records of Orange County, Florida.

**Comprehensive Plan (CP) Amendment**

The proposed PD zoning provides for the development of 136 single-family residential dwelling units, 217 multi-family residential dwelling units, and a 23.74-acre middle school site. These uses are consistent with the property's underlying Village (V) Future Land Use Map (FLUM) designation, as well as its Village I Specific Area Plan (SAP) land use designations of Village Home District (VH), Apartment District (APT) and Middle School. Therefore, a CP amendment is not required.

**Rural Settlement**

The subject property is not located within a Rural Settlement.

**Joint Planning Area (JPA)**

The subject property is not located within a JPA.

**Overlay District Ordinance**

The subject property is not located within an Overlay District.

**Airport Noise Zone**

The subject property is not located within an Airport Noise Zone.

**Environmental**

There are wetlands and surface waters on site. A Conservation Area Determination (CAD) must be completed and approved prior to submitting a PSP or DP. The applicant is responsible for addressing any adverse impact to surface waters, wetlands, or conservation areas that may occur as a result of development of the site. A Conservation Area impact (CAI) permit is required for any proposed conservation area encroachments.

**Transportation / Concurrency**

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 prior to approval of the



plat. 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.

Pursuant to Comprehensive Plan Policy FLU4.3.10 (the "Policy") this project may proceed with development without entering into a Road Network Agreement provided that such development obtains at least one development permit for vertical construction other than a model home within thirty (30) months from the date of approval of the Planned Development. In addition, since the applicant is seeking Impact Fee Credits for portions of the APF roads, a joint APF / Right-of-Way Conveyance Road Agreement addressing the conveyance of the required right-of-way for C.R. 545 (Avalon Road) was processed through the Roadway Agreement Committee. This agreement has been placed on the BCC consent agenda for consideration on July 19, 2016, and if approved, will be recorded in the Public Records of Orange County, Florida.

#### **Water / Wastewater / Reclaim**

Water:	<u>Existing service or provider</u> Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

#### **Schools**

Capacity Enhancement Agreement (CEA) #OC-15-008 has been fully executed.

#### **Specific Project Expenditure Report and Relationship Disclosure Forms**

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

### **ACTION REQUESTED**

#### **Planning and Zoning Commission (PZC) Recommendation – (October 15, 2015)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Spring Grove - Northeast Planned Development / Land Use Plan (PD/LUP) dated "Received August 31, 2015", subject to the following conditions:**

1. Development shall conform to the Spring Grove – Northeast Planned Development / Land Use Plan (PD/LUP) dated "Received August 31, 2015," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and

regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received August 31, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
5. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
6. 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.
7. 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.

8. This project is subject to, and shall comply with, the terms of an APF / Right-of-Way Conveyance road agreement addressing the conveyance of right-of-way needed for CR 545 / Avalon Road improvements and other APF facilities.
9. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of April 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 5 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
  - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
  - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
  - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
10. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Master Utilities Plan (MUP).
11. Prior to approval of the first PSP in Village I, the developer shall submit a Village-wide MUP including water, wastewater and reclaimed water transmission main layouts, sizing, and supporting hydraulic calculations.
12. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP

for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.

13. A two acre APF tract with a thirty foot (30') wide access to a county right-of-way for a water facility within Village I near Village I's southern boundary shall be identified prior to the approval of the first PSP within Village I and dedicated to the County prior to approval of the first construction plan set within Village I. The tract shall have a minimum width of 150 feet, have an elevation above the 100 year flood plain, be located outside of wetlands and no more than 1,000 feet from Avalon Road.
14. The developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
15. Prior to construction plan approval, all property owners within the Village I, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
16. The lot grading plan for 32-foot wide single-family detached lots (and similar narrow lots) shall include design features to ensure positive drainage from the side yard to the front roadway or rear alley. These design features may include: (a) A/C units on same side of homes so that A/C units are not located adjacent to each other; (b) A/C units on same side placed at the high elevation point of side yard so that drainage flows away from the A/C units to the front roadway and rear alley; (c) A/C units located behind the home when the garage is detached from the home with courtyard; and/or (d) other lot grading plan features approved by the County Engineer.
17. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.
18. A waiver from Orange County Code Section 38-1755 is granted to allow a middle school site with a minimum net lot area of 23.74 acres, in lieu of a minimum net lot area of 25 acres.
19. On July 28, 2015, the Board of County Commissioners transmitted an amendment to Comprehensive Plan Policy FLU4.3.10 (the "Policy"). Such Policy, among other things, contemplated that any project that has submitted an application for a Planned Development prior to November 10, 2015, may proceed with development without entering into a Road Network Agreement pursuant to a Global Road Network Term Sheet for Village I; provided, however, that such development shall be required to obtain at least one development permit for vertical construction other than a model home within thirty (30) months from the date of approval of the Planned Development. It is currently anticipated that the Policy will be considered for adoption by the Board in November of 2015; this project shall be subject to the

Policy, including any time limitations on permitting, as it is adopted by the board, whenever such adoption may occur.

### **PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

The staff report was presented to the Planning and Zoning Commission with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Spring Grove - Northeast Planned Development / Land Use Plan (PD / LUP), subject to nineteen (19) conditions.

Staff noted that twenty-four (24) notices were sent to property owners within 1,500 feet of the subject property, and that no commentaries in favor or opposition had been received.

Heather Himes (the former applicant) was present to concur with the staff recommendation, including the nineteen (19) conditions.

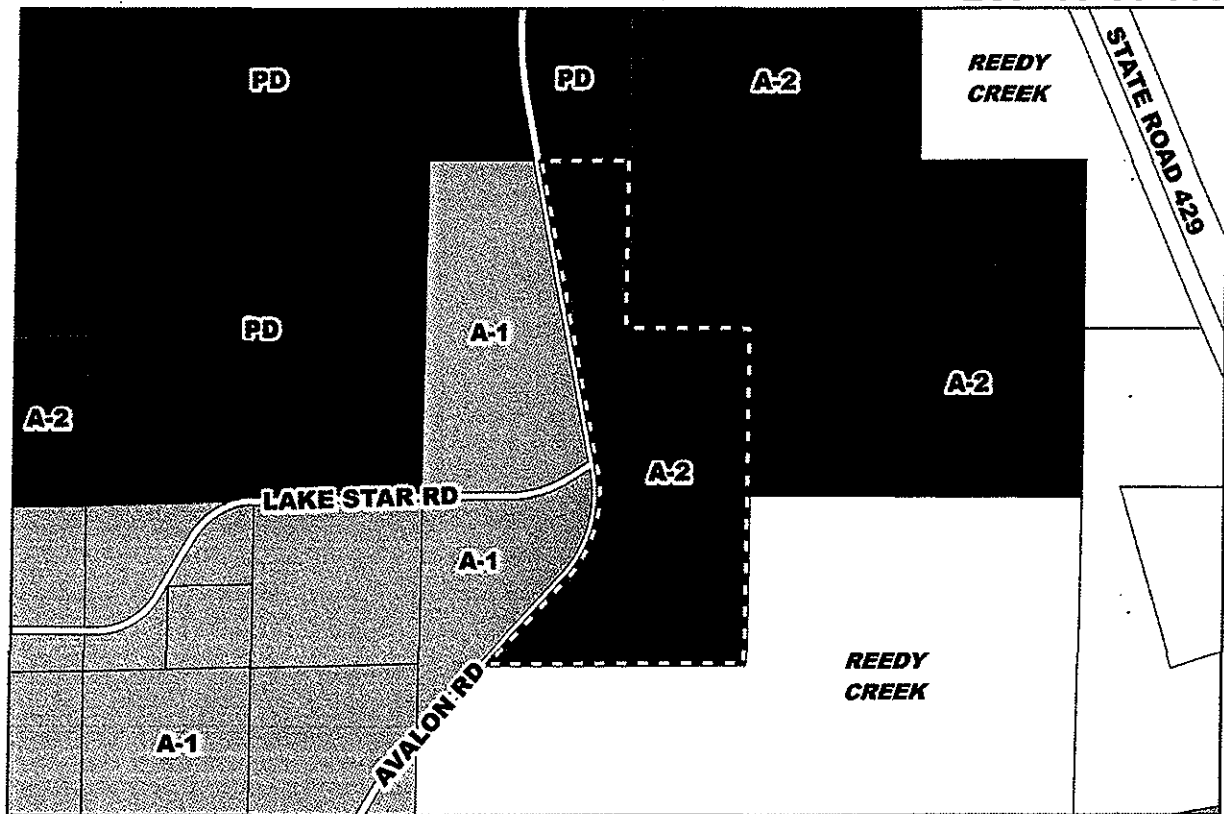
Commissioner DiVecchio asked for clarification on Condition #18 related to the reduced middle school site. Staff explained that although the PD/LUP depicted a 25-acre site, due to on-site wetlands and anticipated right-of-way conveyance for Avalon Road (CR 545) improvements, the middle school site would ultimately be less than the 25 acres required by Code.

Commissioner Baldocchi noted that the narrow dimension of the middle school site seemed inefficient and asked whether Orange County Public Schools (OCPS) had agreed to the proposed configuration. Commissioner Baldocchi also asked whether the school site was part of a master stormwater system, and if OCPS would agree to use the system to improve on-site efficiency. In response to Commissioner Baldocchi's inquiries, the applicant stated that the site had been reviewed and approved by an OCPS site assessment group, and that stormwater issues could be addressed during future discussions and negotiations with OCPS. No other questions or issues were raised, and the public hearing was closed.

Commissioner Dunn made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Spring Grove – Northeast Planned Development / Land Use Plan (PD / LUP), subject to the nineteen (19) conditions. Commissioner Demostene seconded the motion, which was then carried unanimously.

<b>Motion / Second</b>	<i>Jimmy Dunn / Tina Demostene</i>
<b>Voting in Favor</b>	<i>Jimmy Dunn, Tina Demostene, Paul Wean, Jaja Wade, Pat DiVecchio, and Rick Baldocchi</i>
<b>Voting Against</b>	<i>None</i>
<b>Absent</b>	<i>Kevin Seraaj and Marvin Barrett</i>

LUP-15-03-065

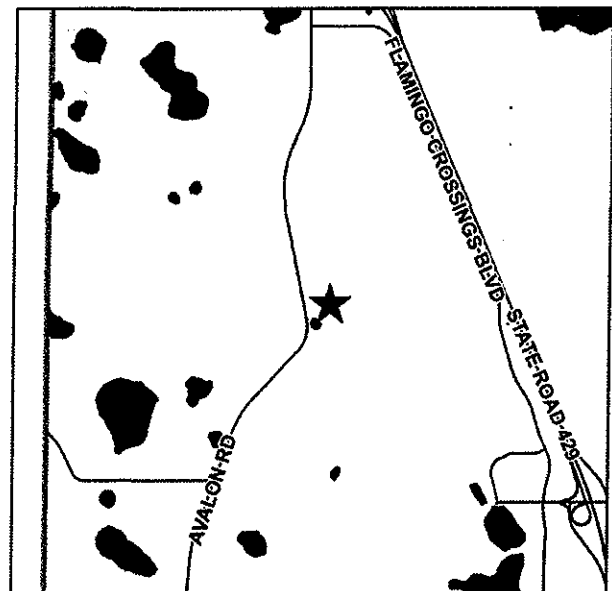


 Subject Property

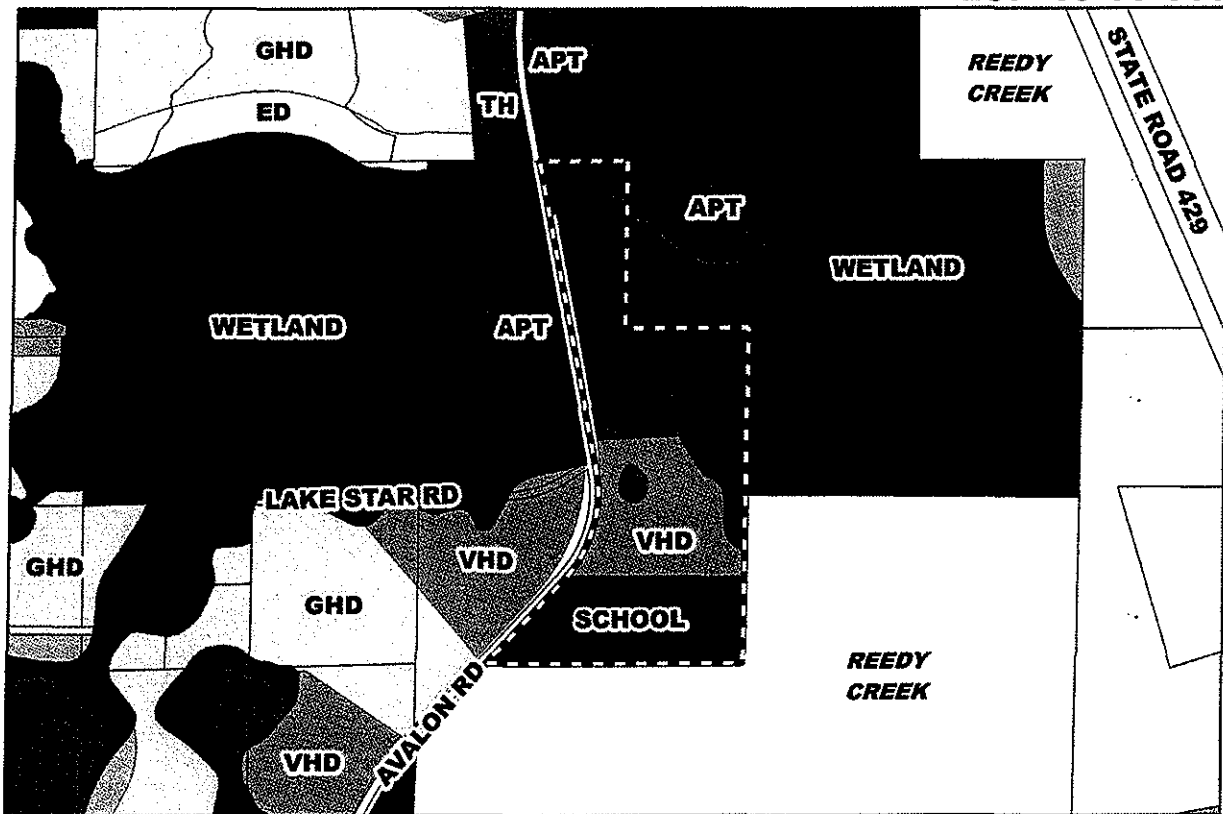


★ Subject Property

Zoning Map	
<b>ZONING:</b>	A-2 (Famland Rural District) to PD (Planned Development District)
<b>APPLICANT:</b>	Eric Warren, Poulos & Bennett
<b>LOCATION:</b>	11900 Avalon Road; generally located on the east side of CR 545 / Avalon Road, north of Flemings Road, south of Flamingo Crossings Boulevard, east of the Orange / Lake County line, and west of SR 429 (Western Beltway)
<b>TRACT SIZE:</b>	103.05 gross acres
<b>DISTRICT:</b>	# 1
<b>S/T/R:</b>	17/24/27, 20/24/27
1 inch = 1,250 feet	



LUP-15-03-065



 Subject Property



★ Subject Property

### Future Land Use Map

**FLUM:** Village (V) - Horizon West Village I Specific Area Plan (SAP) - Apartment District (APT), Village Home District (VHD), and School

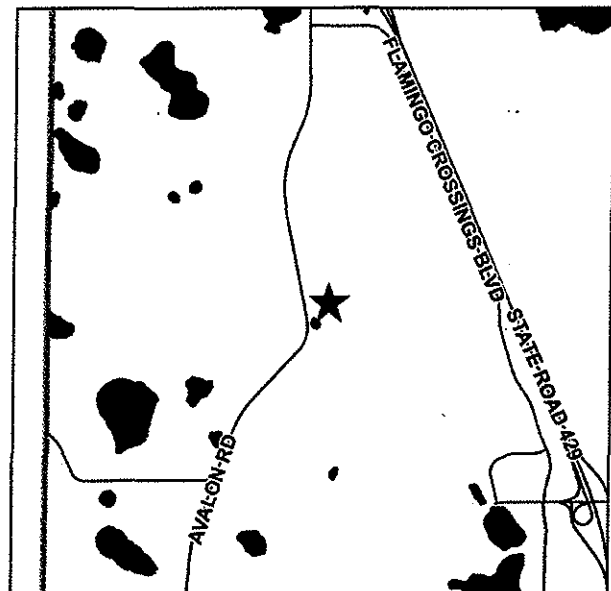
**APPLICANT:** Eric Warren, Poulos & Bennett

**LOCATION:** 11900 Avalon Road; generally located on the east side of CR 545 / Avalon Road, north of Flemings Road, south of Flamingo Crossings Boulevard, east of the Orange / Lake County line, and west of SR 429 (Western Beltway)

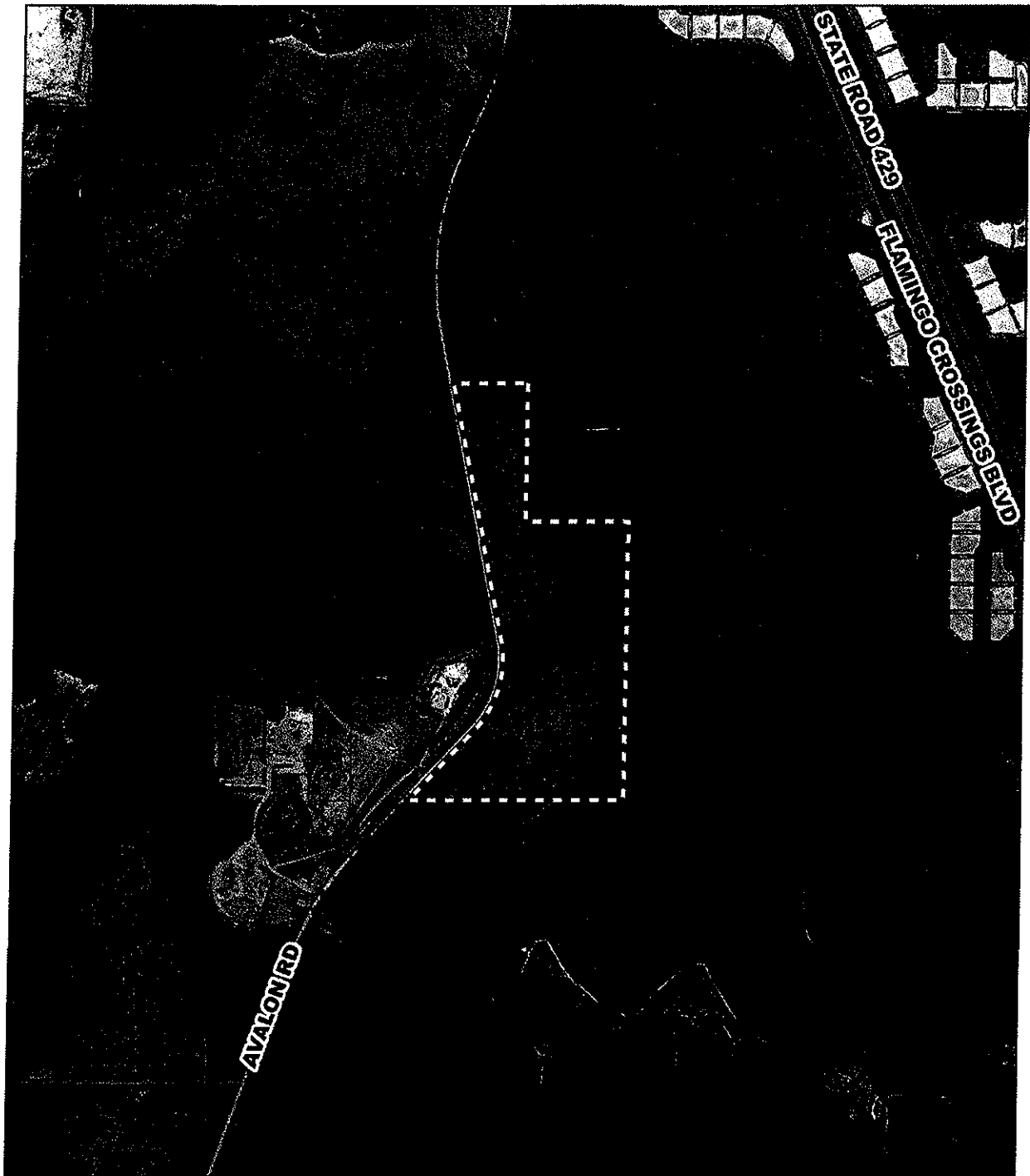
**TRACT SIZE:** 103.05 gross acres

**DISTRICT:** # 1

**S/T/R:** 17/24/27, 20/24/27  
1 inch = 1,250 feet



LUP-15-03-065



 Subject Property



1 inch = 1,250 feet



## Spring Grove - Northeast PD / LUP (Cover Sheet)

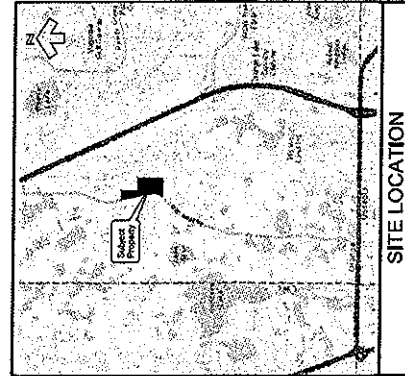
# HORIZON WEST - VILLAGE I WEST NEIGHBORHOOD SPRING GROVE - NORTHEAST

LUP-15-03-065

Orange County, Florida  
PLANNED DEVELOPMENT  
LAND USE PLAN

Submittal

REVISED JULY 2015  
Parcel ID. Number  
17-24-27-0000-00-003  
20-24-27-0000-00-009



SITE LOCATION

### Applicant

SPRING GROVE, LLC A  
COLUMBIAN PARTNERSHIP HOLDING I, LLC  
6445 COMMERCE PARK DRIVE, NO. 2  
ORLANDO, FLORIDA 32817  
CONTACT: SEAN FRIEDLICH  
PHONE: 407-532-4304

### Civil Engineer / Planner

DEVBERRY  
250 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32817  
CONTACT: NICOLE P. STALLER, P.E., LEED AP  
PHONE: 321.354.3707

### Boundary/Topographic Survey

DEVBERRY  
250 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32817  
CONTACT: BILL DOWNEY, PSM

### Legal Counsel

AGERMAN LLP  
420 SOUTH ORANGE AVENUE  
SUITE 200, ORLANDO, FLORIDA 32817  
TEL: 407.423.4000

RECEIVED

By The Development Review Committee (DRC) Office at 10:00 am, Aug 31, 2015

## Drawing Index

### General

T1.01 Cover Sheet

### Civil

Boundary, South & Legal Description  
C01  
C02  
C03  
C04  
C05

Adequate Public Facilities & Transfer of Development Rights

### LEGAL DESCRIPTION:

LEGAL DESCRIPTION:  
COMPART - PLAT NUMBER 07-0013-0002544)  
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4  
OF THE NORTHWEST 1/4, EAST OF COUNTY ROAD NO. 546 IN SECTION 20, TOWNSHIP 24  
SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY  
TOGETHER WITH:  
THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF STATE  
ROAD 546 AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE  
SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA,  
SAID LANDS TOGETHER DESCRIBED AS FOLLOWS:

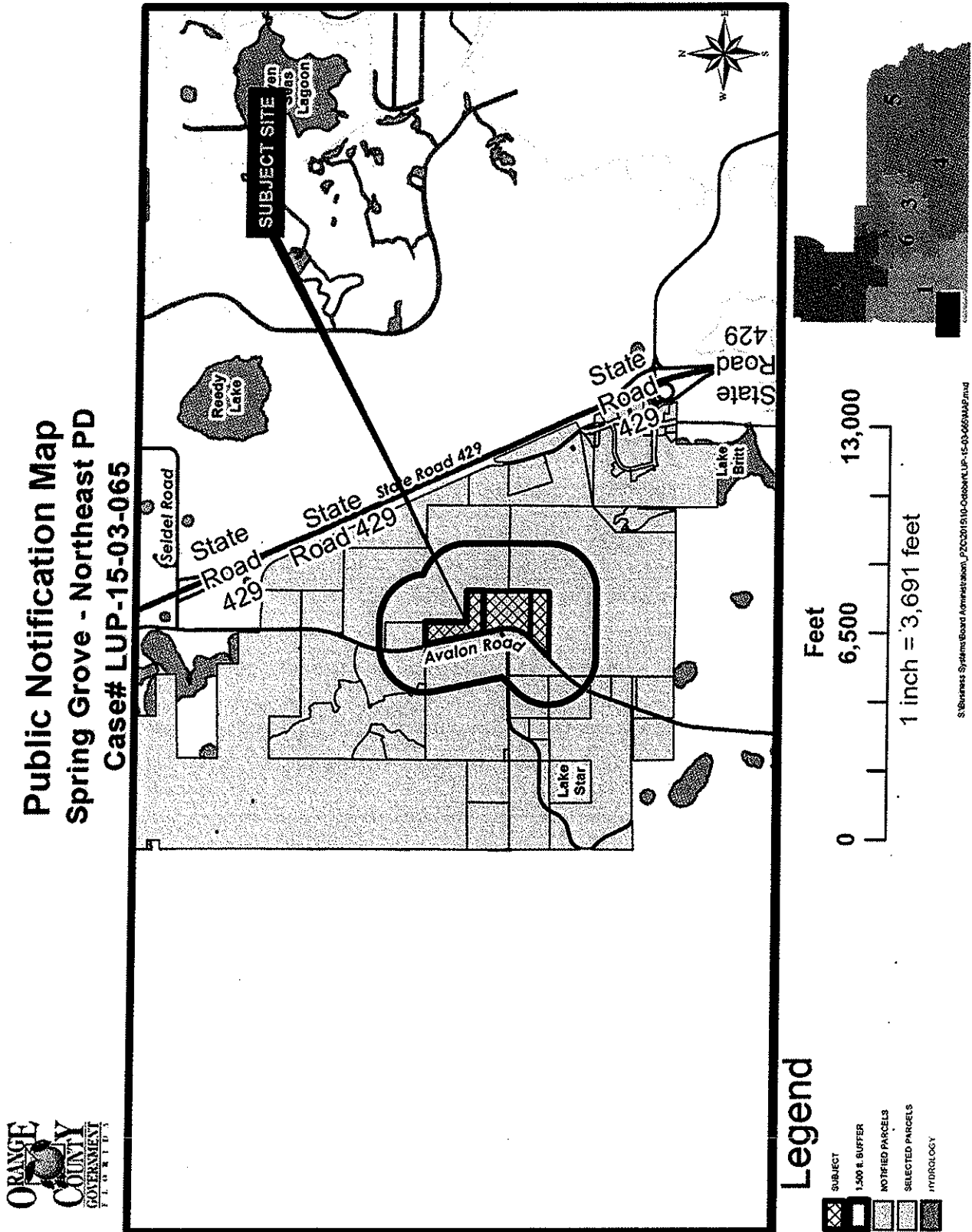
### LEGAL DESCRIPTION:

METES AND BOUNDS LEGAL DESCRIPTION BY THIS SURVEYOR)  
THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE  
27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20,  
OF SAID SECTION 20, A DISTANCE OF 1334.17 FEET TO THE SOUTHEAST CORNER OF  
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN NORTH  
80°00'00" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20,  
A DISTANCE OF 2008.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF  
AVOLON ROAD (COUNTY ROAD 546), A 66.00 FOOT WIDE RIGHT-OF-WAY PER ORANGE  
COUNTY ENGINEERING DEPARTMENT, CONTRACT NO. 14-000A BY  
THESE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY  
LINE NORTH 43°32'00" EAST, A DISTANCE OF 94.89 FEET TO THE POINT OF  
TANGENCY; THENCE ALONG A CURVE BEARING S 89°00'00" WEST, A RADIUS OF 467.50 FEET, A  
CHORD DISTANCE OF 911.53 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID  
CURVE, A DISTANCE OF 817.42 FEET TO THE POINT OF TANGENCY; THENCE RUN  
NORTH 80°00'00" WEST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 17, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY  
LINE RUN NORTH 89°27'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 116.53  
FEET TO THE NORTHEAST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 17, THENCE DEPARTING SAID NORTH LINE, RUN  
SOUTH 07°26'15" WEST, ALONG THE EAST LINE OF SAID WEST 1/4 OF THE NORTHEAST  
1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1334.55 FEET TO A POINT  
SECTION 17, THENCE RUN NORTH 89°27'00" EAST, ALONG SAID NORTH LINE, A  
DISTANCE OF 880.78 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF  
THE SOUTHWEST 1/4 OF SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN  
SOUTH 17°15'00" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1323.35 FEET TO THE POINT OF  
BEGINNING.

CONTAINING: 103.054 ACRES MORE OR LESS.



## Notification Map

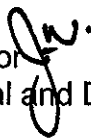




## Interoffice Memorandum

July 7, 2016

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

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

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: July 19, 2016 - Public Hearing  
Eric Warren, Poulos & Bennett  
Spring Grove - Jaffers Planned Development (PD)  
Case # LUP-15-07-218 / District 1

The proposed Spring Grove - Jaffers PD contains 133.39 gross acres, and is generally located on the south side of Flemings Road, east of the Orange / Lake County line, and west of CR 545 (Avalon Road). The subject property also falls within the boundary of the Horizon West Sector Planning Area, and more specifically, within the Village I Specific Area Plan (SAP).

Through this request, the applicant is seeking to rezone the subject property from A-1 (Citrus Rural District) and A-2 (Farmland Rural District) to PD (Planned Development District) in order to develop 264 single family residential dwelling units.

Per the requirements of Orange County Code Chapter 30, Article XIV ("APF/TDR Ordinance"), the Spring Grove - Jaffers PD is also subject to an Adequate Public Facilities (APF) Agreement. This Agreement describes how the conveyance of 0.37 acres for Fleming Road right-of-way, and the acquisition of 7.48 excess APF credits located within the Spring Grove - Northeast PD, will be used to satisfy the 7.85 acre APF deficit within the subject PD. This Agreement will be considered by the BCC on July 19, 2016, and if approved, will be recorded in the Public Records of Orange County, Florida.

The required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

Finally, Spring Grove - Jaffers PD received recommendations of approval from the Development Review Committee (DRC) and Planning and Zoning Commission (PZC) on October 7, 2015 and November 19, 2015, respectively.

**ACTION REQUESTED:** Make a finding of consistency with the Comprehensive Plan (CP) and approve the Spring Grove - Jaffers Planned Development / Land Use Plan (PD/LUP) dated "Received October 22, 2015", subject to the conditions listed under the PZC Recommendation in the Staff Report. District 1

Attachments

## **GENERAL INFORMATION**

<b>APPLICANT</b>	Eric Warren, Poulos & Bennett
<b>OWNER</b>	Spring Grove, LLC
<b>PROJECT NAME</b>	Spring Grove - Jaffers Planned Development / Land Use Plan (PD/LUP)
<b>HEARING TYPE</b>	Planned Development / Land Use Plan (PD / LUP)
<b>REQUEST</b>	<b>A-1</b> (Citrus Rural District) and <b>A-2</b> (Farmland Rural District) to <b>PD</b> (Planned Development District)  <i>A request to rezone one (1) parcel containing 133.39 acres from A-1 (Citrus Rural District) and A-2 (Farmland Rural District) to PD (Planned Development District) in order to develop 264 single family residential dwelling units</i>
<b>LOCATION</b>	17776 Flemings Road; or generally located on the south side of Flemings Road, east of the Orange / Lake County line, and west of CR 545 (Avalon Road).
<b>PARCEL ID NUMBER</b>	19-24-27-0000-00-003
<b>TRACT SIZE</b>	133.39 gross acres
<b>PUBLIC NOTIFICATION</b>	For this case, a notification area extending 1,500 feet was established [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One hundred seventy-two (172) notices were mailed to those property owners in the mailing area. A community meeting was not required.
<b>PROPOSED USE</b>	Two hundred sixty-four (264) single-family residential dwelling units.

## **STAFF RECOMMENDATION**

### **Development Review Committee (DRC) – October 7, 2015**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Spring Grove – Jaffers Planned Development / Land Use Plan (PD/LUP) dated "Received October 22, 2015", subject to the following conditions:**

1. Development shall conform to the Spring Grove - Jaffers Planned Development / Land Use Plan (PD/LUP) dated "Received October 22, 2015," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations,

except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received October 22, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
5. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board [and Orange County] as of April 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 3 residential units allowed under the

zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

- c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
  - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
  - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- 6. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
  - 7. The developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
  - 8. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Master Utilities Plan (MUP).
  - 9. Prior to approval of the first PSP in Village I, the developer shall submit a Village-wide MUP including water, wastewater and reclaimed water transmission main layouts, sizing, and supporting hydraulic calculations.
  - 10. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
  - 11. Prior to construction plan approval, all property owners within the Village I, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to



use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.

12. A two-acre APF tract for a water facility within Village I near Village I's southern boundary shall be identified prior to the approval of the first PSP within Village I and dedicated to the County prior to approval of the first construction plan set within Village I. The tract shall have a minimum width of 150 feet, have an elevation above the 100 year flood plain, be located outside of wetlands and no more than 1,000 feet from Avalon Road with a 30-foot minimum utility access easement or tract connection to public right-of-way.
13. 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.
14. The lot grading plan for 32-foot wide single-family detached lots (and similar narrow lots) shall include design features to ensure positive drainage from the side yard to the front roadway or rear alley. These design features may include: (a) A/C units on same side of homes so that A/C units are not located adjacent to each other; (b) A/C units on same side placed at the high elevation point of side yard so that drainage flows away from the A/C units to the front roadway and rear alley; (c) A/C units located behind the home when the garage is detached from the home with courtyard; and/or (d) other lot grading plan features approved by the County Engineer.
15. This project is subject to, and shall comply with, the terms of an Adequate Public Facilities (APF) Agreement addressing the dedication of right-of-way needed for Fleming Road improvements and an APF deficit.
16. 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.

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The proposed residential development program would not adversely impact any adjacent properties or result in an incompatible land use pattern.

### **Comprehensive Plan (CP) Consistency**

The property has an underlying Future Land Use Map (FLUM) designation of Village (V). More specifically, the property is located within the Village I Specific Area Plan (SAP) and is designated Village Home District (*West Neighborhood Parcel 16*) and Garden Home Mixed Use District (*West Neighborhood Parcel 17*) on the existing Village I SAP land use map. The proposed uses are consistent with these designations

and applicable CP provisions, which include – but are not limited to the following goals, objectives and policies:

**GOAL FLU4** (Horizon West) states that it is Orange County's goal to ensure sustainable, quality development in Southwest Orange County to allow a transition from rural to urban uses while protecting environmental quality.

**OBJ FLU4.1** states that Orange County shall use a Village Land Use Classification to realize the long range planning vision for West Orange County created through the Horizon West planning process. The Village land use classification has been designed to address the need to overcome the problems associated with and provide a meaningful alternative to the leap-frog pattern of sprawl now occurring in western Orange and eastern Lake County; create a better jobs/housing balance between the large concentration of employment in the tourism industry and the surrounding land uses; create a land use pattern that will reduce reliance on the automobile by allowing a greater variety of land uses closer to work and home; and, replace piecemeal planning that reacts to development on a project by project basis with a long range vision that uses the Village as the building block to allow the transition of this portion of Orange County from rural to urban use through a specific planning process that uses a creative design approach to address regional, environmental, transportation, and housing issues.

- A. Planning for the Village shall be in the form of complete and integrated neighborhoods containing housing, shops, workplaces, schools, parks and civic facilities essential to the daily life of the Village residents.
- B. Village size shall be designed so that housing is generally within a 1.2 mile radius of the Village Center (shops, services and other activities). This radius may be relaxed where natural or community facilities and services interrupt the design.
- C. A Village shall contain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live within its boundaries.
- D. Wherever possible, as many activities as possible shall be located within an easy walking distance of an existing or designated transit stop.
- E. The Village and each neighborhood shall have a center focus that combines commercial, civic, cultural and recreational uses. Higher density residential development should be encouraged in proximity to these centers, with the highest density/attached housing encouraged in proximity to the Village Center.
- F. The Village shall contain an ample supply of specialized open space in the form of squares, greens and parks whose frequent use is encouraged through placement and design.
- G. Each Village shall have a well-defined edge, such as greenbelts or wildlife corridors permanently protected from development.
- H. Local and collector streets, pedestrian paths and bike paths shall contribute to a system of fully connected and interesting routes from individual neighborhoods to

the Village Center and to other villages. Their design should encourage pedestrian and bicycle use by being spatially defined by buildings, trees, and lighting; and by discouraging high speed traffic.

- I. Wherever possible, the natural terrain, drainage and vegetation of the area shall be preserved with superior examples contained within parks or greenbelts.
- J. The Village Center shall be designed to encourage and accommodate linkage with the regional transit system.

**FLU4.1.9** states that until and unless an SAP is approved by the Orange County Board of County Commissioners, the property in the Village Land Use Classification shall maintain the future land use designation existing prior to the Village Land Use Classification Amendment (e.g. Rural: 1 dwelling unit per 10 acres, Conservation, Rural Settlement), except for those projects that are vested. All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the Village Land Use Classification shall be reviewed on a case-by-case basis for the effects of such development approval on adopted or future SAPs. Once an SAP is adopted by the Board of County Commissioners, all applications for development approval (i.e. lot splits, special exceptions, variances) under the existing zoning shall be evaluated for compatibility with the adopted SAP.

**OBJ FLU4.2** states that each Specific Area Plan (SAP) shall include regulatory measures which require the provision of Adequate Public Facilities and services concurrent with development.

**FLU4.2.1** states that prior to or in conjunction with approval of the land use plan for any Village Planned Development, a developer's agreement addressing the conveyance of adequate public facility lands shall be approved by Orange County.

**FLU4.2.2** states that the Adequate Public Facilities (APF) Ordinance shall require each property owner to make provisions to set aside public land area in exchange for APF credits, based upon the total public land area needs for each SAP. For Village I, the ratio is one (1) acre of public land for every 7.25 acres of developable land). For land areas that do not include public facilities lands or for which public facilities lands have been provided, a fee in lieu of donation shall be required. Such APF revenues shall be allocated for public facilities lands acquisition, support, and maintenance within the subject Village or Town Center.

**FLU4.6.2** states that any development within the boundary of an adopted SAP shall comply with the provisions of the Orange County Code for the Planned Development Zoning District and subdivisions and site plan development regulations. Where the performance standards in the Village Development Code conflict with said regulations, the Village Code shall govern.

**FLU4.6.3** states that the adopted Village Specific Area Plans establish the Village Home District minimum average net density of 6 dwelling units per acre, and the Apartment District minimum average net density of 16 dwelling units per acre.

**OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

**FLU8.2.1** states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

### **SITE DATA**

<b>Existing Use</b>	Undeveloped Land
<b>Adjacent Zoning</b>	N: A-1 (Citrus Rural District) (1957)
	E: A-1 (Citrus Rural District) (1957) and A-2 (Farmland Rural District) (1957)
	W: A (Agriculture District) (Lake County)
	S: A-2 (Farmland Rural District) (1957)
<b>Adjacent Land Uses</b>	N: Undeveloped Land / Flemings Road Right-of-Way
	E: Citrus / Undeveloped Land
	W: Undeveloped Land
	S: Undeveloped Land

### **APPLICABLE PD DEVELOPMENT STANDARDS**

	Village Home District (VH) <u>Single-Family Detached</u>	Garden Home Mixed Use District (GHMU) <u>Single-Family Detached</u>	Townhouses (VH or GHMU) <u>Single-Family Attached</u>
Min. Living Area:	1,000 sq. ft.	1,200 sq. ft.	1,000 sq. ft.
Max. Building Height:	45' / 3 stories	45' / 3 stories	55' / 4 stories
Min. Lot Width:	32'	32'	16'
<b><u>Minimum Building Setbacks</u></b>			
Front:	15' / 7' w/ porch	15' / 7' w/ porch	15' / 10' w/ porch
Rear:	20'	20'	14'
Side:	4'	4'	0' / 7' end units
Street Side:	10'	10'	10'
PD Perimeter:	25'	25'	25'

## **SPECIAL INFORMATION**

### **Subject Property Analysis**

The proposed Spring Grove – Jaffers PD contains 133.39 gross acres, and is generally located on the south side of Flemings Road, east of the Orange / Lake County line, and west of CR 545 (Avalon Road). The subject property also falls within the boundary of the Horizon West Sector Planning Area, and more specifically, within the Village I Specific Area Plan (SAP). With this request, the applicant is seeking to rezone the property from A-1 (Citrus Rural District) and A-2 (Farmland Rural District) to PD (Planned Development District) in order to develop 264 single family residential dwelling units.

### **Adequate Public Facilities (APF)**

Per the requirements of Orange County Code Chapter 30, Article XIV ("APF/TDR Ordinance"), the Spring Grove-Jaffers PD is subject to an APF Agreement addressing how the project's proportionate share of 7.85 APF acres will be satisfied. Through the dedication of 0.37 acres of APF lands for Fleming Road right-of-way, the APF Agreement reflects that the PD contains an APF deficit of 7.48 acres. Due to the resulting APF deficit, and in lieu of conveying such lands to the County, Code Section 30-714(g) allows a developer to use surplus APF acreage credits under his/her control derived from another PD within Village I. In this case, and as addressed in the APF Agreement, the Developer controls surplus APF acreage credits derived from the Spring Grove – Northeast PD/LUP within Village I, and will be relying on those credits to satisfy this project's 7.48-acre deficit. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

### **Comprehensive Plan (CP) Amendment**

The proposed PD zoning provides for the development of 264 single-family residential dwelling units. This use is consistent with the property's underlying Village (V) Future Land Use Map (FLUM) designation, as well as its Village I Specific Area Plan (SAP) land use designations of Village Home District (VH) and Garden Home Mixed Use (GHMU). Therefore, a CP amendment is not required.

### **Rural Settlement**

The subject property is not located within a Rural Settlement.

### **Joint Planning Area (JPA)**

The subject property is not located within a JPA.

### **Overlay District Ordinance**

The subject property is not located within an Overlay District.

### **Airport Noise Zone**

The subject property is not located within an Airport Noise Zone.

### **Environmental**

There are wetlands and surface waters on site. A Conservation Area Determination (CAD) must be completed and approved prior to submitting a PSP or DP. The applicant is responsible for addressing any adverse impact to surface waters,

wetlands, or conservation areas that may occur as a result of development of the site. A Conservation Area impact (CAI) permit is required for any proposed conservation area encroachments.

Development of the subject property shall comply with all state and federal regulations regarding endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC).

This project site has a prior land use that may have resulted in spillage of petroleum products, fertilizer, pesticide or herbicide. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading or construction plans, the applicant shall provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection and Development Engineering Divisions.

#### **Transportation / Concurrency**

At time of DP/PSP, ensure the provision of safe, convenient and connected pedestrian/bike access within the subdivision and from the subdivision to the proposed local trail planned along Fleming Road, per CP Policy FLU4.3.1 and FLU4.3.5. There is also an existing Capacity Encumbrance Letter (#15-02-010) on file for this project.

#### **Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

#### **Schools**

Capacity Enhancement Agreement (CEA) #OC-15-044 applies to this project. The CEA has been fully executed.

#### **Specific Project Expenditure Report and Relationship Disclosure Forms**

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

### **ACTION REQUESTED**

#### **Planning and Zoning Commission (PZC) Recommendation – (November 19, 2015)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Spring Grove - Jaffers Planned Development / Land Use Plan (PD/LUP) dated "Received October 22, 2015", subject to the following conditions:**

1. Development shall conform to the Spring Grove - Jaffers Planned Development / Land Use Plan (PD/LUP) dated "Received October 22, 2015," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received October 22, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
5. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board [and Orange County] as of April 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 3 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
  - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
  - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
  - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- 6. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
  - 7. The developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
  - 8. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Master Utilities Plan (MUP).
  - 9. Prior to approval of the first PSP in Village I, the developer shall submit a Village-wide MUP including water, wastewater and reclaimed water transmission main layouts, sizing, and supporting hydraulic calculations.
  - 10. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.



11. Prior to construction plan approval, all property owners within the Village I, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
12. A two-acre APF tract for a water facility within Village I near Village I's southern boundary shall be identified prior to the approval of the first PSP within Village I and dedicated to the County prior to approval of the first construction plan set within Village I. The tract shall have a minimum width of 150 feet, have an elevation above the 100 year flood plain, be located outside of wetlands and no more than 1,000 feet from Avalon Road with a 30-foot minimum utility access easement or tract connection to public right-of-way.
13. 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.
14. The lot grading plan for 32-foot wide single-family detached lots (and similar narrow lots) shall include design features to ensure positive drainage from the side yard to the front roadway or rear alley. These design features may include: (a) A/C units on same side of homes so that A/C units are not located adjacent to each other; (b) A/C units on same side placed at the high elevation point of side yard so that drainage flows away from the A/C units to the front roadway and rear alley; (c) A/C units located behind the home when the garage is detached from the home with courtyard; and/or (d) other lot grading plan features approved by the County Engineer.
15. This project is subject to, and shall comply with, the terms of an Adequate Public Facilities (APF) Agreement addressing the dedication of right-of-way needed for Fleming Road improvements and an APF deficit.
16. 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.

#### **PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

The staff report was presented to the PZC with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Spring Grove – Jaffers Planned Development / Land Use Plan (PD / LUP), subject to sixteen (16) conditions.

Staff noted that one hundred seventy-two (172) notices were sent to property owners within 1,500 feet of the subject property, and that no commentaries had been received.

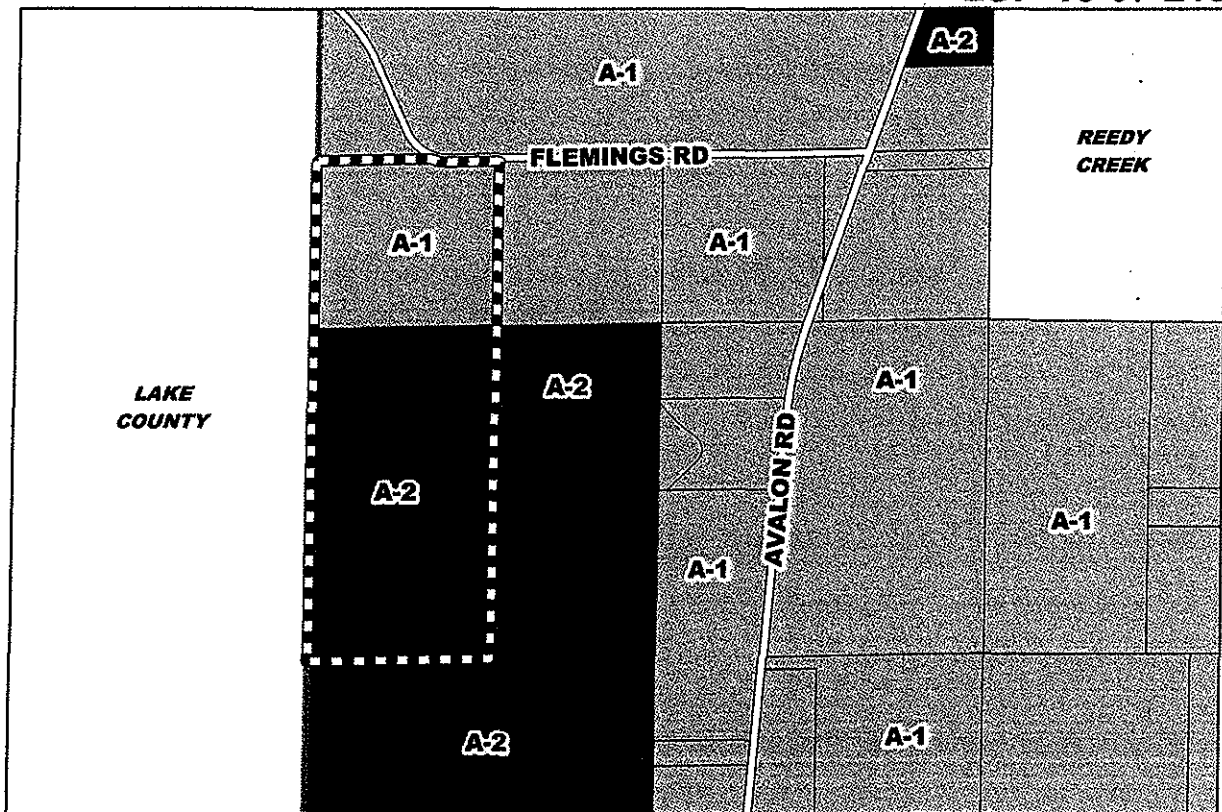
Heather Himes (the original applicant) was present to concur with the staff recommendation, including the sixteen (16) conditions.

No members of the public spoke on this case, and the public hearing was closed.

Commissioner Dunn made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Spring Grove – Jaffers Planned Development / Land Use Plan (PD / LUP), subject to the sixteen (16) conditions. Commissioner Demostene seconded the motion, which was then carried unanimously.

<b>Motion / Second</b>	<i>Jimmy Dunn / Tina Demostene</i>
<b>Voting in Favor</b>	<i>Jimmy Dunn, Tina Demostene, Jose Cantero, Kevin Seraaj, Rick Baldocchi, JaJa Wade, Pat DiVecchio, and Paul Wean</i>
<b>Voting Against</b>	<i>None</i>
<b>Absent</b>	<i>Marvin Barrett</i>

LUP-15-07-218



 Subject Property



★ Subject Property

**Zoning Map**

**ZONING:** A-1 (Citrus Rural District) & A-2 (Farmland Rural District) to PD (Planned Development)

**APPLICANT:** Eric Warren, Poulos & Bennett

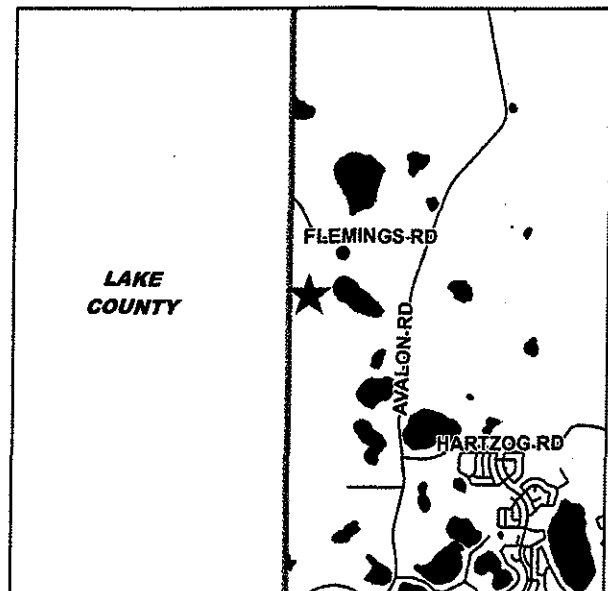
**LOCATION:** 17776 Flemings Road; or generally located on the south side of Flemings Road, east of the Orange / Lake County line, and west of CR 545 (Avalon Road).

**TRACT SIZE:** 133.39 gross acres

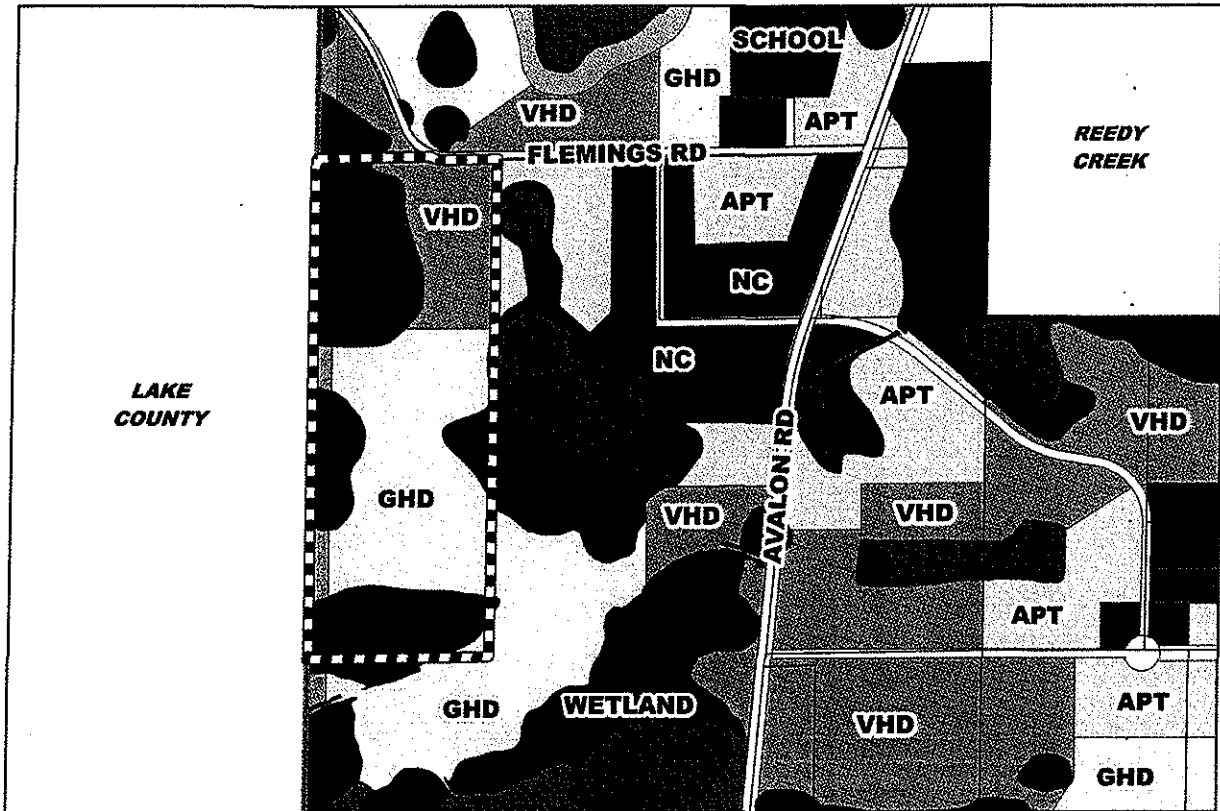
**DISTRICT:** # 1

**S/T/R:** 19/24/27

1 inch = 1,250 feet



LUP-15-07-218



Subject Property



★ Subject Property

### Future Land Use Map

**FLUM:** Village (V) - Horizon West Village I Specific Area Plan (SAP) - Village Home District (VHD) & Garden Home District (GHD)

**APPLICANT:** Eric Warren, Poulos & Bennett

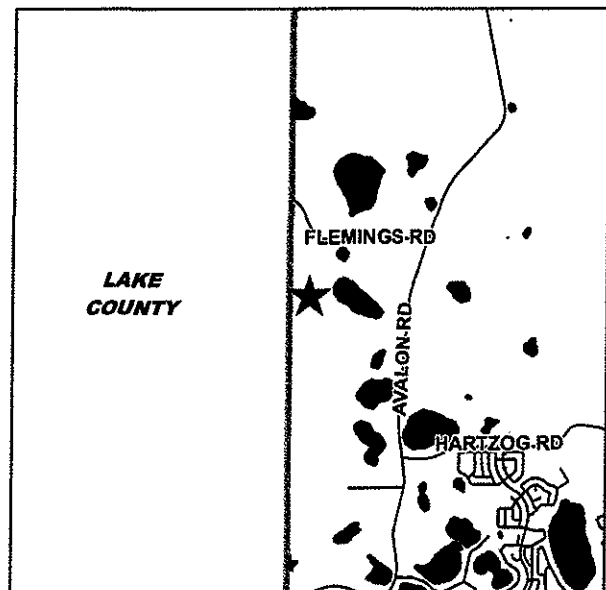
**LOCATION:** 17776 Flemings Road; or generally located on the south side of Flemings Road, east of the Orange / Lake County line, and west of CR 545 (Avalon Road).

**TRACT SIZE:** 133.39 gross acres

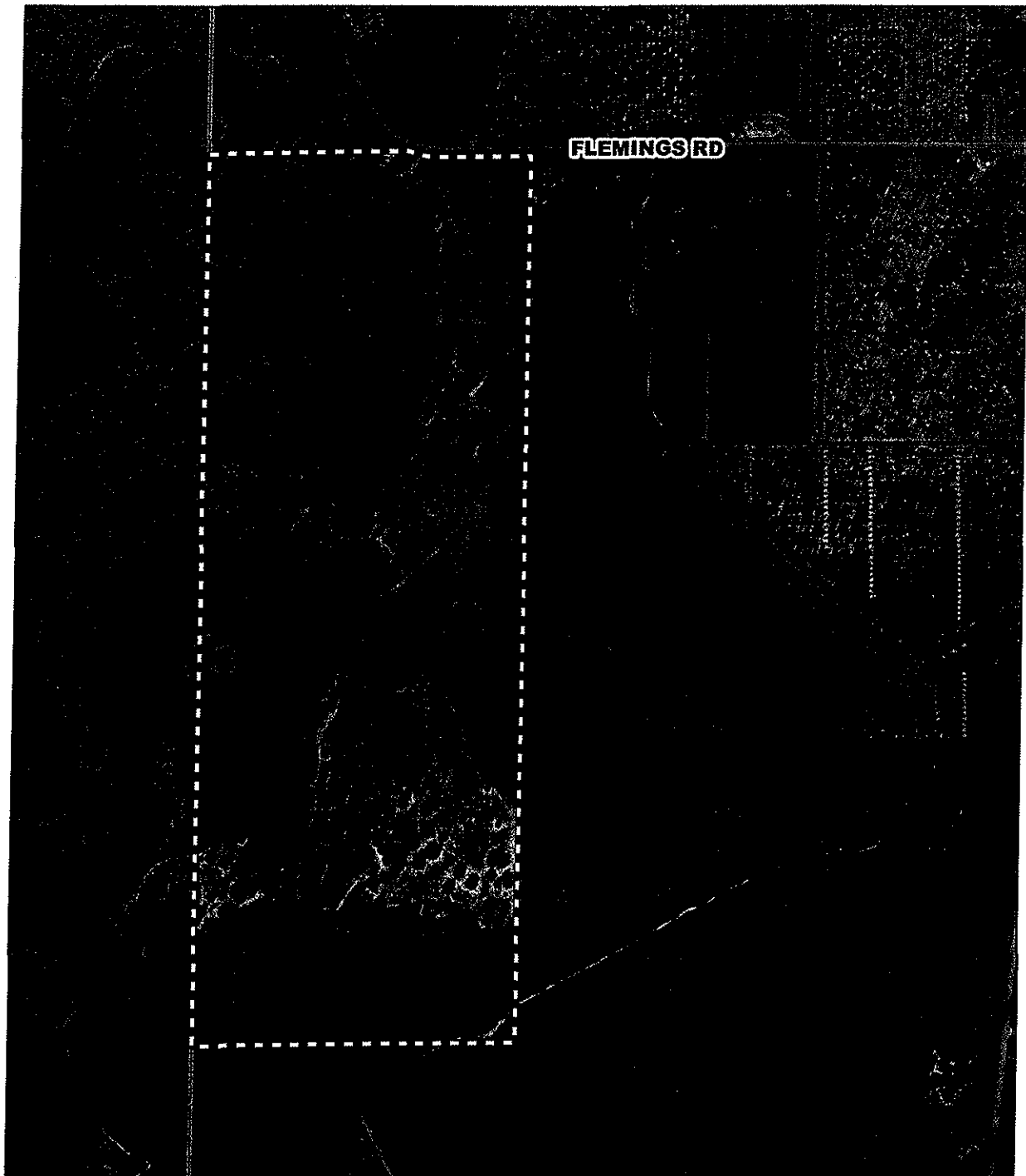
**DISTRICT:** # 1

**S/T/R:** 19/24/27

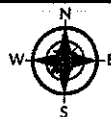
1 inch = 1,250 feet



LUP-15-07-218



 Subject Property



1 inch = 583 feet

## Spring Grove - Jaffers PD / LUP (Cover Sheet)

# Drawing Index

## General

T1.01 Cover Sheet

## Civil

- 001 Boundary Surveys & Legal Descriptions
- 002 Existing Topography & Wetlands
- 003 Flood Area, Safety, and Elevation
- 004 Easements, Right-of-Way, and Other
- 005 Adequate Public Facilities & Transfer of Development Rights

## LEGAL DESCRIPTION:

(AS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY - FA-14-159)  
THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AND BEING SITUATE IN ORANGE COUNTY, FLORIDA.

**Dewberry**

Dewberry Engineers Inc.  
10000 E. US Highway 1  
Suite 100  
Orlando, Florida 32817  
407.433.4300  
WWW.DEBERRYENGINEERS.COM

SPRING GROVE - JAFFERS  
ORANGE COUNTY, FLORIDA

SCALE  
NORTH  
KEY PLAN  
NOT TO SCALE

NO.	DATE	BY	DESCRIPTION
1	10/20/14	DEW	PRELIMINARY
2	11/10/14	DEW	REVISED
3	11/10/14	DEW	REVISED
4	11/10/14	DEW	REVISED
5	11/10/14	DEW	REVISED
6	11/10/14	DEW	REVISED
7	11/10/14	DEW	REVISED
8	11/10/14	DEW	REVISED
9	11/10/14	DEW	REVISED
10	11/10/14	DEW	REVISED
11	11/10/14	DEW	REVISED
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16	11/10/14	DEW	REVISED
17	11/10/14	DEW	REVISED
18	11/10/14	DEW	REVISED
19	11/10/14	DEW	REVISED
20	11/10/14	DEW	REVISED

DATE  
TITLE  
APPROVED BY  
DESIGNED BY  
CHECKED BY  
SCALE

COVER SHEET

PROJECT NO. 19-24-27-0000-00-003

T1

# HORIZON WEST - VILLAGE I WEST NEIGHBORHOOD SPRING GROVE - JAFFERS

LUP-15-07-218

## Orange County, Florida PLANNED DEVELOPMENT LAND USE PLAN

### Submittal

JULY 2015

Parcel ID. Number

19-24-27-0000-00-003

**Applicant**  
SPRING GROVE, LLC  
10000 E. US Highway 1  
Suite 100  
Orlando, Florida 32817  
CONTACT: SEAN FROELICH  
PHONE: 407-582-4304

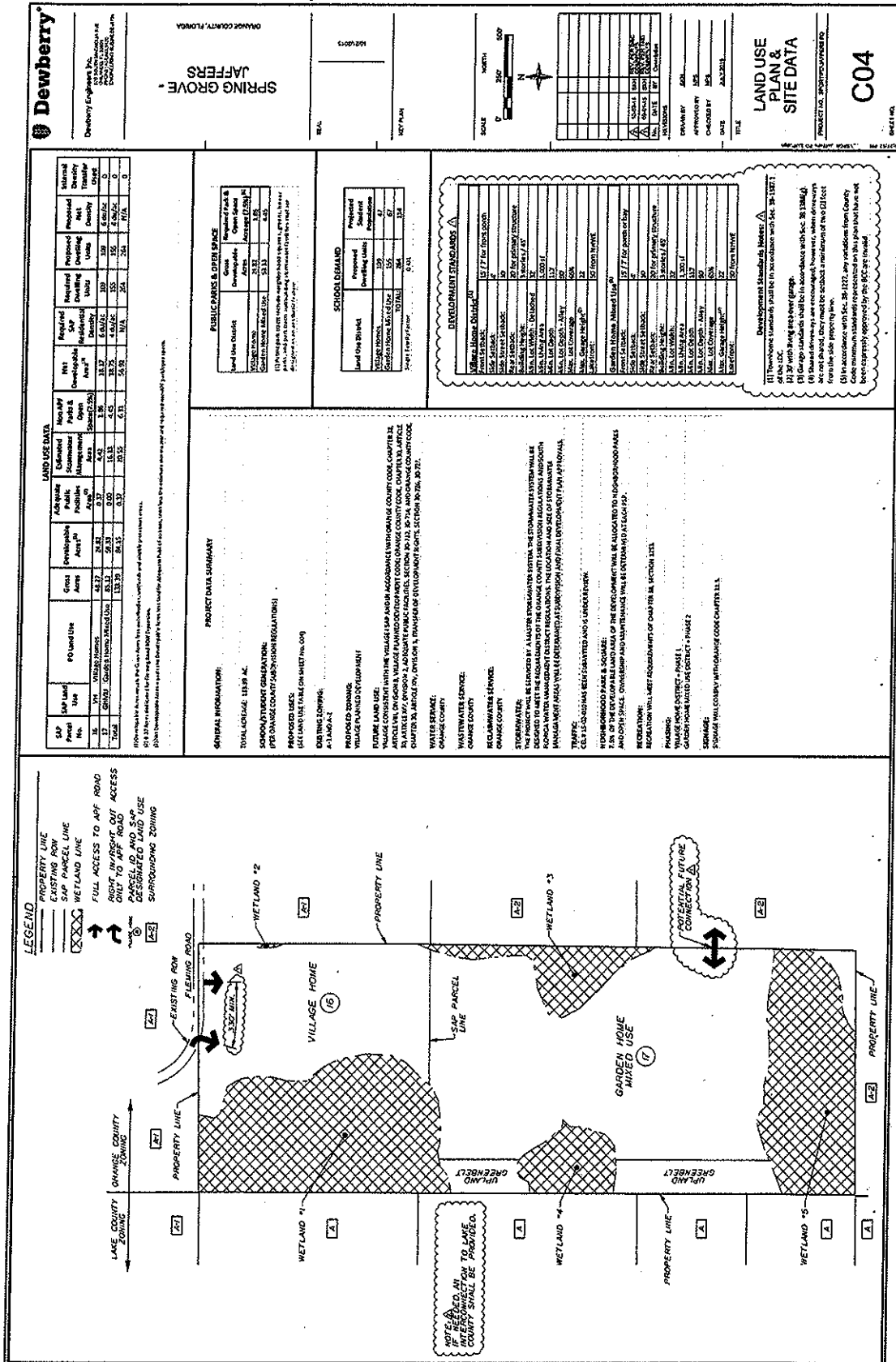
**Civil Engineer / Planner**  
DEWBERY/SCOTT-GINSBERG  
10000 E. US Highway 1  
Suite 100  
Orlando, Florida 32817  
CONTACT: SCOTT STEARNS, P.E.  
PHONE: 321-354-4708

**Boundary/Topographic Survey**  
DEWBERY  
10000 E. US Highway 1  
Suite 100  
Orlando, Florida 32817  
CONTACT: BILL UNLUY, PSM  
PHONE: 407-423-0000

**Legal Counsel**  
AMERMAN LLP  
400 SOUTH ORANGE AVENUE  
SUITE 100  
ORLANDO, FLORIDA 32801  
TEL: 407-423-0000

**RECEIVED**  
By The Development Review Committee (DRC) - 08/14/15 10:22 AM 08/14/15 10:22 AM

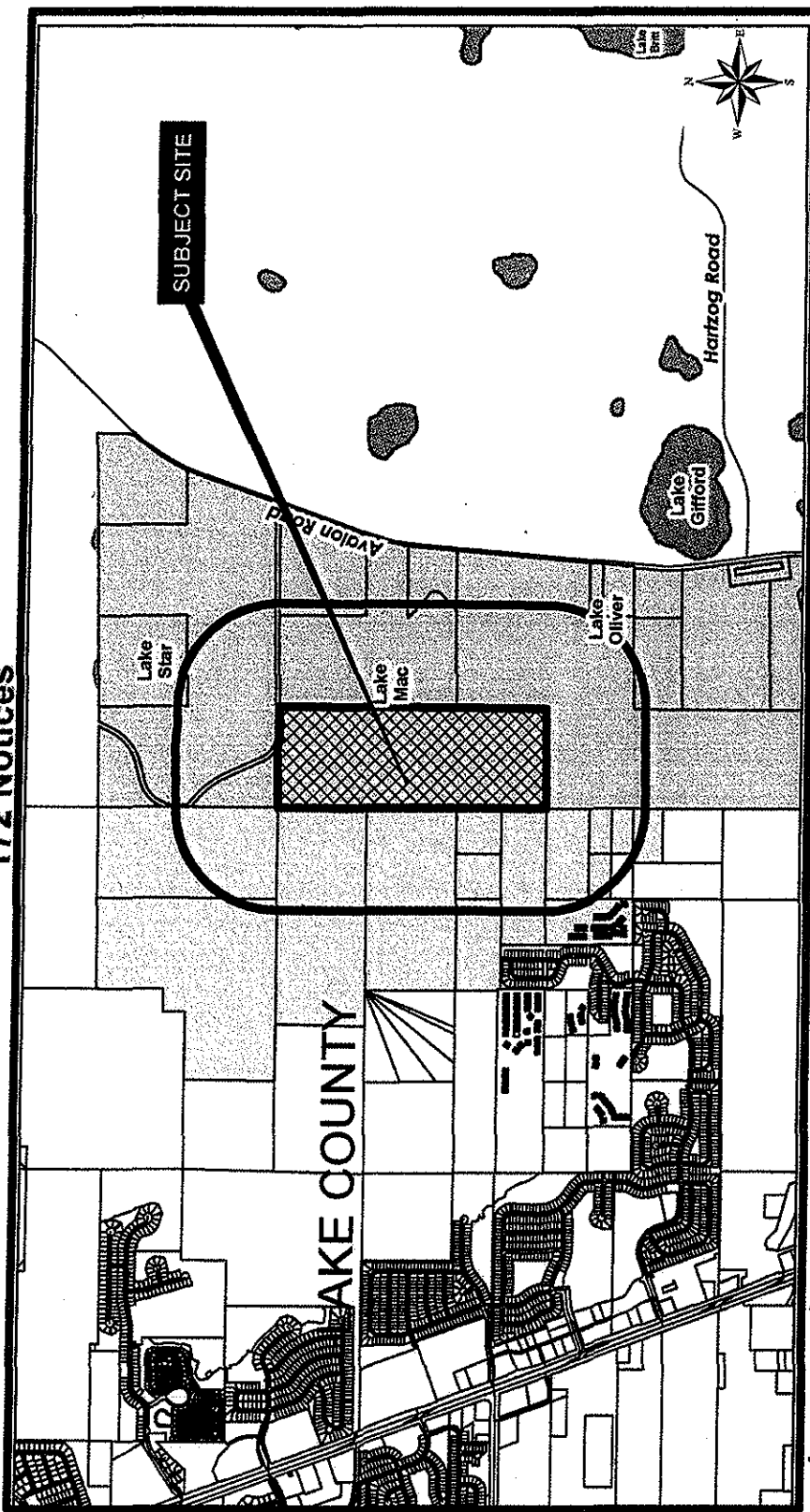
# Spring Grove - Jaffers PD / LUP



# Notification Map

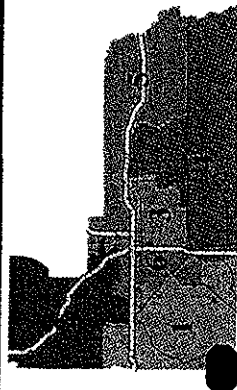
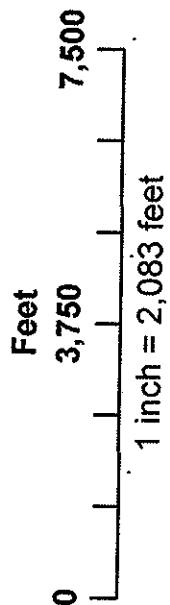


## Public Notification Map LUP-15-07-218 172 Notices



### Legend

- PARCELS
- SUBJECT
- 1500 FT BUFFER
- SELECTED PARCELS
- LAKE COUNTY SELECTION
- HYDROLOGY



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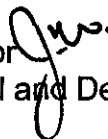




## Interoffice Memorandum

July 12, 2016

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

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

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: July 19, 2016 – Public Hearing  
James G. Willard, Shutts & Bowen, LLP  
Winkey Groves Planned Development (PD)  
Case # LUP-15-11-342 / District 1

The proposed Winkey Groves Planned Development (PD) is generally located south of McKinney Road and west of County Road 545 (Avalon Road). With this request, the applicant is seeking to rezone the 53.60-acre subject parcel from A-1 (Citrus Rural District) to PD (Planned Development District) in order to construct one hundred seventy-five (175) lots with single-family detached and attached residential dwelling units, or up to two hundred nine (209) residential dwelling units (using 34 bonus units). No waivers from Orange County Code have been requested.

The Winkey Groves PD is also subject to an Adequate Public Facilities (APF) agreement that recognizes the requirement to provide a minimum of 7.35 acres of APF lands. As reflected in the pending agreement and the PD / Unified Neighborhood Plan (UNP), 7.56 APF acres are being conveyed to Orange County for the extension of New Independence Parkway, resulting in a 0.21-acre APF surplus. The pending APF agreement has been placed on the BCC consent agenda for concurrent consideration with this PD rezoning request, and upon approval by the BCC will be recorded in the Public Records of Orange County, Florida.

A community meeting was not required for this request. The proposed rezoning received recommendations of approval from the Development Review Committee (DRC) on February 24, 2016, and the Planning and Zoning Commission (PZC) on March 17, 2016.

The Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/UNP may be found in the Planning Division for further reference.

Finally, this public hearing was continued from July 12, 2016 to July 19, 2016 by the BCC, with the applicant's concurrence.

**ACTION REQUESTED:** Make a finding of consistency with the Comprehensive Plan and recommend **APPROVAL** of the Winkey Groves Planned Development / Unified Neighborhood Plan (PD/UNP) dated "Received February 25, 2016", subject to the recommended Planning and Zoning Commission (PZC) conditions listed in the Staff Report. District 1

Attachments

**GENERAL INFORMATION**

<b>APPLICANT</b>	James G. Willard, Shutts & Bowen, LLP
<b>OWNER</b>	Beth A. Wincey
<b>PROJECT NAME</b>	Wincey Groves Planned Development (PD)
<b>HEARING TYPE</b>	Planned Development / Unified Neighborhood Plan (PD / UNP)
<b>REQUEST</b>	<b>A-1 (Citrus Rural District) to PD (Planned Development District)</b>  <i>A request to rezone 53.60 acres from A-1 to PD in order to construct 175 residential units, or up to 209 residential dwelling units (using 34 bonus units). No waivers from Orange County Code have been requested.</i>
<b>LOCATION</b>	Generally located south of McKinney Road and west of C.R. 545 (Avalon Road).
<b>PARCEL ID NUMBER</b>	19-23-27-0000-00-012 ( <i>portion of</i> )
<b>TRACT SIZE</b>	53.60 gross acres
<b>PUBLIC NOTIFICATION</b>	The notification area for this public hearing extended beyond 1,500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Twenty-nine (29) notices were mailed to those property owners in the mailing area. A community meeting was not required for this case.
<b>PROPOSED USE</b>	One hundred seventy-five (175) lots with single-family detached and attached residential dwelling units, or up to two hundred nine (209) residential dwelling units (using 34 bonus units).

**STAFF RECOMMENDATION**

**Development Review Committee – (February 24, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Wincey Groves Planned Development / Unified Neighborhood Plan (PD/UNP), dated "Received February 25, 2016", subject to the following conditions:**

1. Development shall conform to the Wincey Groves Planned Development / Unified Neighborhood Plan (PD/UNP) dated "Received February 25, 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 this Unified Neighborhood Plan dated "Received February 25, 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 Unified Neighborhood 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. Signage shall comply with Orange County Section 38-1389 (d)(5)(c).
7. 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.
8. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.
9. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of April 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 3 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
  - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper,

unconstitutional, or a violation of developer's rights.

- d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
  - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- 10. 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.
  - 11. The applicant must comply with the terms and conditions of the Wincey PD APF Agreement.
  - 12. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
  - 13. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for this PD; such MUP shall include supporting calculations showing that the PD-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
  - 14. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Town Center Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Master Utility Plan.
  - 15. Prior to construction plan approval, all property owners within the Town Center Village, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
  - 16. The proposed development is adjacent to an existing and permitted City of Orlando / Orange County Water Conserv II Rapid Infiltration Basin (RIB) site. The design and permitting (stormwater, etc.) for the proposed development shall take into account the groundwater mounding produced by the adjacent RIBs when loaded at full permitted capacity and during wet weather conditions. At the time of construction plan submittal, provide calculations and documentation certifying that the design complies with this condition.

17. The CC&Rs shall describe the presence of a regional reclaimed water storage and pumping facility adjacent to the northern and western boundaries of this PD, and shall list the specific lots potentially affected by proximity to this facility which utilizes large pumps and generators.

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The development program (as proposed) is consistent with the land uses allowed within the underlying Urban Residential District (UR) of the Town Center Specific Area Plan (SAP), and would not adversely impact any adjacent properties.

### **Comprehensive Plan (CP) Consistency**

The subject property has an underlying Future Land Use Map (FLUM) designation of Village (V), indicating that it is within the Horizon West Sector Planning Area. More specifically, the subject property is located within the Town Center Specific Area Plan (SAP) and is designated Urban Residential District (UR) on the Town Center Recommended Land Use Plan.

The proposed PD zoning and development program is consistent with the Town Center SAP and all other applicable CP provisions, including (but not limited to) the following goals, objectives and policies:

**GOAL FLU4** (Horizon West) states that it is Orange County's goal to ensure sustainable, quality development in Southwest Orange County to allow a transition from rural to urban uses while protecting environmental quality.

**OBJ FLU4.1** states that Orange County shall use a Village Land Use Classification to realize the long range planning vision for West Orange County created through the Horizon West planning process. The Village land use classification has been designed to address the need to overcome the problems associated with and provide a meaningful alternative to the leap-frog pattern of sprawl now occurring in western Orange and eastern Lake County; create a better jobs/housing balance between the large concentration of employment in the tourism industry and the surrounding land uses; create a land use pattern that will reduce reliance on the automobile by allowing a greater variety of land uses closer to work and home; and, replace piecemeal planning that reacts to development on a project by project basis with a long range vision that uses the Village as the building block to allow the transition of this portion of Orange County from rural to urban use through a specific planning process that uses a creative design approach to address regional, environmental, transportation, and housing issues.

**FLU4.1.1** outlines the following general village principles in Horizon West:

- A. Planning for the Village shall be in the form of complete and integrated neighborhoods containing housing, shops, workplaces, schools, parks and civic facilities essential to the daily life of the Village residents.

- B. Village size shall be designed so that housing is generally within a 1.2 mile radius of the Village Center (shops, services and other activities). This radius may be relaxed where natural or community facilities and services interrupt the design.
- C. A Village shall contain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live within its boundaries.
- D. Wherever possible, as many activities as possible shall be located within an easy walking distance of an existing or designated transit stop.
- E. The Village and each neighborhood shall have a center focus that combines commercial, civic, cultural and recreational uses. Higher density residential development should be encouraged in proximity to these centers, with the highest density/attached housing encouraged in proximity to the Village Center.
- F. The Village shall contain an ample supply of specialized open space in the form of squares, greens and parks whose frequent use is encouraged through placement and design.
- G. Each Village shall have a well-defined edge, such as greenbelts or wildlife corridors permanently protected from development.
- H. Local and collector streets, pedestrian paths and bike paths shall contribute to a system of fully connected and interesting routes from individual neighborhoods to the Village Center and to other villages. Their design should encourage pedestrian and bicycle use by being spatially defined by buildings, trees, and lighting; and by discouraging high speed traffic.
- I. Wherever possible, the natural terrain, drainage and vegetation of the area shall be preserved with superior examples contained within parks or greenbelts.
- J. The Village Center shall be designed to encourage and accommodate linkage with the regional transit system.

**FLU4.1.8** states that until and unless an SAP is approved by the Orange County Board of County Commissioners, the property in the Village Land Use Classification shall maintain the future land use designation existing prior to the Village Land Use Classification Amendment (e.g. Rural: 1 dwelling unit per 10 acres, Conservation, Rural Settlement), except for those projects that are vested. All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the Village Land Use Classification shall be reviewed on a case-by-case basis for the effects of such development approval on adopted or future SAPs. Once an SAP is adopted by the Board of County Commissioners, all applications for development approval (*i.e. lot splits, special exceptions, variances*) under the existing zoning shall be evaluated for compatibility with the adopted SAP.

**OBJ FLU4.8** states that the Town Center Specific Area Plan (SAP) shall be designed based on an urban development pattern, which encourages a mix of compatible uses within the Town Center neighborhoods and a well defined, mixed-use Traditional Town Center Core Area.



**FLU4.8.2(A)** states that any development within the boundary of Town Center shall comply with the purpose and intent of each district. The Corporate Campus Mixed-Use districts should have a mix of attached and detached housing, office, hotel, limited warehouse and associated light industrial uses, and civic, open space, and recreation uses. Limited support retail uses may be allowed as: ancillary uses within buildings where the primary use is office or residential; or as freestanding uses on one or more sites specifically identified as appropriate for such uses as part of the applicable Unified Neighborhood Plan/Planned Development. The Town Center Development Code shall include provisions to address the following aspects of support retail uses permitted by location: compatibility with adjoining uses; location of sites relative to Framework or Urban Collector streets; scale and types of uses; and, standards that would control the number of freestanding support retail uses that may be permitted by location. Within Corporate Campus Mixed-Use districts, office uses will dominate, and the residential development will be of a higher density than Urban Residential districts.

**FLU4.8.4** states that all development within the boundary of the Town Center shall comply with the provisions of the Town Center Planned Development Code, including the provisions for submittal and approval of Unified Neighborhood Plans (UNP).

**FLU4.8.7** (Residential Development and Density) states that the average minimum average net density for the Town Center area shall be four (4) dwelling units per net acre.

**FLU4.9.6** requires that specific development financing mechanisms be used within Town Center to address the need for Adequate Public Facilities (APF). This policy requires each property owner to make provisions to set aside a portion of their land for public facility use in exchange for APF credits, based upon the total public land area needs of Town Center. For Town Center, the ratio is one (1) acre of public land for every 5.1 acres of developable land.

For properties that do not include public facilities lands or for which public facilities lands have been provided, a fee in lieu of donation shall be required. Such APF revenues shall be allocated first to re-payment to properties with excess approved APF credits, then for public facilities land acquisition, support, and maintenance within Town Center

**OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

**FLU8.2.1** states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

#### **Community Meeting Summary**

A community meeting was not required for this application.

## **SITE DATA**

<b>Existing Use</b>	Citrus Groves
<b>Adjacent Zoning</b>	N: A-1 (Citrus Rural District) (1957) A-R (Agricultural-Residential District) (1985)  E: PD (Planned Development District) Hamlin West PD (2015)  W: A-1 (Citrus Rural District) (1957)  S: A-1 (Citrus Rural District) (1957)
<b>Adjacent Land Uses</b>	N: Citrus / Water Conserv II  E: County Road 545 / Citrus / Undeveloped Land  W: Citrus / Water Conserv II  S: Water Conserv II

## **APPLICABLE PD DEVELOPMENT STANDARDS**

Development shall comply with the Town Center Code Chapter 38-1390.56(b)

Maximum Building Height: 3 stories / 45 feet

<i>Detached Single-Family</i>	<i>Townhome</i>
<u>Minimum Building Setbacks</u>	<u>Minimum Building Setbacks</u>
Front: 10 feet	Front: 10 feet
Side: 5 feet	Side: 0 feet (5 feet for end units)
Street Side: 10 feet	Street Side: 10 feet
Rear: 20 feet	Rear: 14 feet

## **SPECIAL INFORMATION**

### **Subject Property Analysis**

The proposed Wincey Groves PD / UNP contains 53.60 gross acres and would allow for the construction of 175 residential dwelling units, or up to a maximum of 209 residential dwelling units (*using 34 bonus units*).

As allowed by the Town Center Code, the applicant has also deferred the PD components of streets and connectivity, blocks, parks and open space, civic spaces and sites, gateways, and stormwater alternatives to the Preliminary Subdivision Plan (PSP) review stage.

**Comprehensive Plan (CP) Amendment**

The subject property is designated Urban Residential (UR) District on the Town Center SAP Recommended Land Use Plan. The proposed rezoning and development program is consistent with this designation and all other applicable CP provisions.

**Adequate Public Facilities (APF)**

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Wincey Groves PD is also subject to an Adequate Public Facilities (APF) agreement that recognizes the requirement to provide a minimum of 7.35 acres of APF lands. As reflected in the pending agreement and the PD / Unified Neighborhood Plan (UNP), 7.56 APF acres are being conveyed to Orange County for the extension of New Independence Parkway, resulting in a 0.21-acre APF surplus. The pending APF agreement has been placed on the BCC consent agenda for concurrent consideration with this PD rezoning request, and upon approval by the BCC will be recorded in the Public Records of Orange County, Florida.

**Rural Settlement**

The subject property is not located within a Rural Settlement.

**Joint Planning Area (JPA)**

The subject property is not located within a JPA.

**Overlay District Ordinance**

The subject property is not located within an Overlay District.

**Environmental**

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).

The subject site has a prior agricultural land use (orange grove) that may have resulted in soil or groundwater contamination due to spillage of petroleum products, fertilizer, pesticide or herbicide. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading or construction plans, the applicant shall provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection Division (EPD) and the Development Engineering (DE) Division.

The Pine Ridge Class III Landfill, West Orange Environmental & 545 Landfill are located in the vicinity of this project. Any PSP/DP that includes lands within one mile of existing solid waste management facilities will require the Covenants, Conditions, and Restrictions (CC&Rs) to contain proximity notification.

**Transportation / Concurrency**

On August 25, 2015 the Board of County Commissioners approved the Town Center West Road Term Sheet for the development of Corporate Neighborhood 3 of Town Center Village in Horizon West. The Town Center West Term Sheet memorialized a framework by which each landowner in Town Center West would enter into individual road network agreements to insure adequate roadway infrastructure would be funded and constructed on a timely basis including a fair share transportation analysis to determine each owner's fair share contribution to the road network serving Town Center West.

The Roadway Agreement Committee on May 18, 2016 approved a Road Network Agreement for New Independence Parkway and C.R. 545 / Avalon Road ("Agreement") among Hamlin Retail Partners West, LLC; Carter-Orange 45 SR 429 Land Trust (collectively "Owners") and Orange County based on the approved Town Center West Term Sheet. Under the terms of the Agreement, Owners agree to design, engineer, permit and construct road improvements and convey any necessary right-of-way for the four-laning of New Independence Parkway from S.R. 429 to Avalon Road/C.R. 545. Owners further agree to conduct all or a portion of a Preliminary Design Study for the four-laning of Avalon Road/C.R. 545 from McKinney Road to Schofield Road up to their proportionate share contribution which totals \$2,908,445.59. County agrees to provide a vested trip allocation in the amount of 2,315 trips in return for the improvements along with road impact fee credits for the amount of the proportionate share payment. Should the Owners elect to construct additional improvements the parties shall re-negotiate or enter into a new Road Network Agreement. This agreement is pending BCC Approval on 6/28/2016.

Per the Town Center Specific Area Plan (SAP), Right-of-Way is required for the New Independence Parkway Extension from this project. The right-of-way width required will be sufficient to create a 120 foot corridor. The Wincey APF Agreement covers the New Independence Parkway Extension. This agreement was approved by RAC on 2/3/2016.

At time of PSP, ensure that subdivision / development provides pedestrian/bike connectivity internal to the subdivision and from the subdivision to the future trail along the New Independence Parkway extension per CP Policies FLU4.1.1 and FLU4.3.1.

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. Any decision to approve this PD shall not be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

**Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

**Schools**

Capacity Enhancement Agreement (CEA) #OC-15-028 has been fully executed.

**Parks**

Orange County Parks and Recreation staff reviewed the request but did not identify any issues or concerns.

**Specific Project Expenditure Report and Relationship Disclosure Forms**

Orange County Parks and Recreation staff reviewed the request but did not identify any issues or concerns.

**ACTION REQUESTED**

**Planning and Zoning Commission (PZC) Recommendation – (March 17, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Wincey Groves Planned Development / Unified Neighborhood Plan (PD / UNP), subject to the following conditions:**

1. Development shall conform to the Wincey Groves Planned Development / Unified Neighborhood Plan (PD/UNP) dated "Received February 25, 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 this Unified Neighborhood Plan dated "Received February 25, 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 Unified Neighborhood 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. Signage shall comply with Orange County Section 38-1389 (d)(5)(c).
7. 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.

8. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.
9. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of April 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 3 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
  - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
  - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
  - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
10. 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.
11. The applicant must comply with the terms and conditions of the Wincey PD APF Agreement.
12. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.

13. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for this PD; such MUP shall include supporting calculations showing that the PD-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
14. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Town Center Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Master Utility Plan.
15. Prior to construction plan approval, all property owners within the Town Center Village, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
16. The proposed development is adjacent to an existing and permitted City of Orlando / Orange County Water Conserv II Rapid Infiltration Basin (RIB) site. The design and permitting (stormwater, etc.) for the proposed development shall take into account the groundwater mounding produced by the adjacent RIBs when loaded at full permitted capacity and during wet weather conditions. At the time of construction plan submittal, provide calculations and documentation certifying that the design complies with this condition.
17. The CC&Rs shall describe the presence of a regional reclaimed water storage and pumping facility adjacent to the northern and western boundaries of this PD, and shall list the specific lots potentially affected by proximity to this facility which utilizes large pumps and generators.

### **PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

The staff report was presented to the Planning and Zoning Commission with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Wincey Groves Planned Development / Unified Neighborhood Plan (PD / UNP), subject to seventeen (17) conditions.

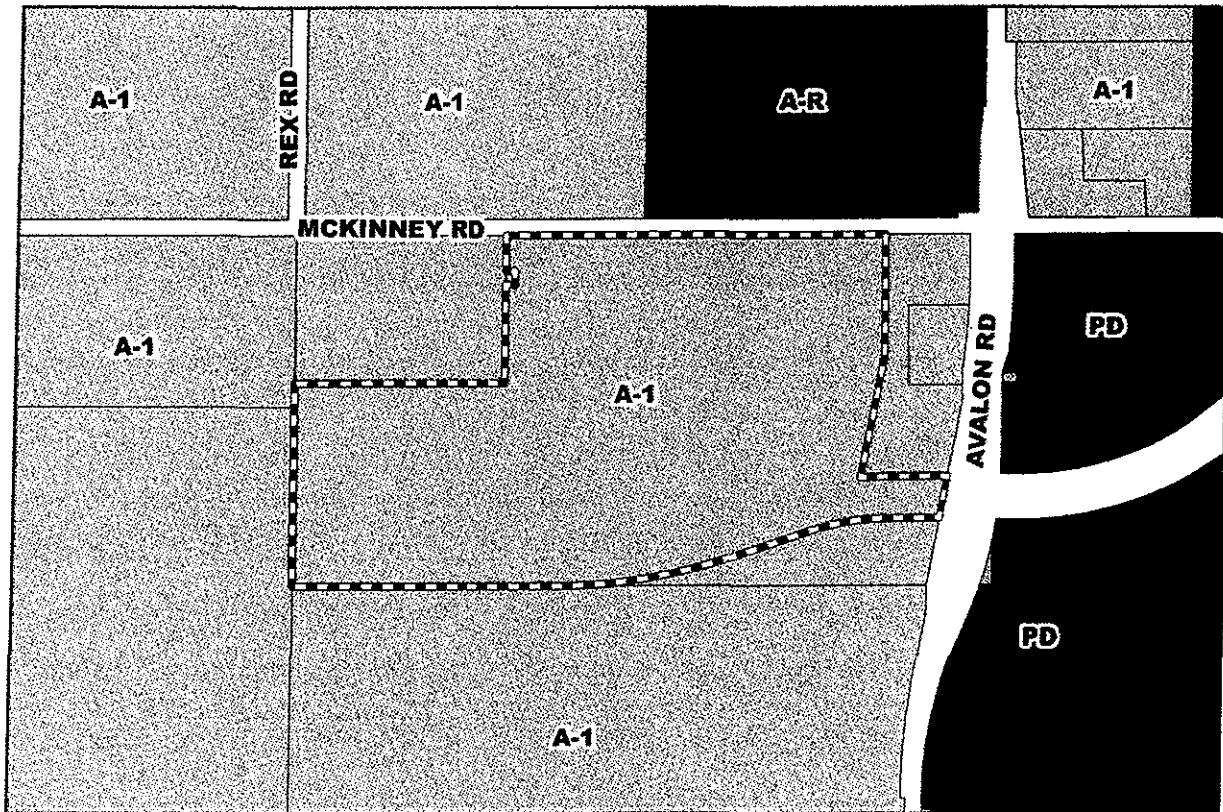
Staff noted that twenty-nine (29) notices were sent to property owners within an area extending beyond 1,500 feet from the subject property, that no commentaries had been received, and that a community meeting was not required. The applicant, Jim Willard, was present and indicated his support of the staff recommendation.

Following limited discussion, Commissioner Barrett made a motion to find the request to be consistent with the Comprehensive Plan and recommended APPROVAL of the Wincey Groves Planned Development / Unified Neighborhood Plan (PD / UNP), subject to seventeen (17) conditions. The motion was seconded by Commissioner Demostene, and was then carried unanimously (5-0).



<b>Motion / Second</b>	<i>Marvin Barrett / Tina Demostene</i>
<b>Voting in Favor</b>	<i>Marvin Barrett, Tina Demostene, Jose Cantero, Yog Melwani, and Paul Wean</i>
<b>Recused</b>	<i>Jimmy Dunn and Rick Baldocchi</i>
<b>Absent</b>	<i>Pat DiVecchio and Jaja Wade</i>

LUP-15-11-342



 Subject Property



★ Subject Property

### Zoning Map

**ZONING:** A-1 (Citrus Rural District) to  
PD (Planned Development District)

**APPLICANT:** James G. Willard, Shutts & Bowen, LLP

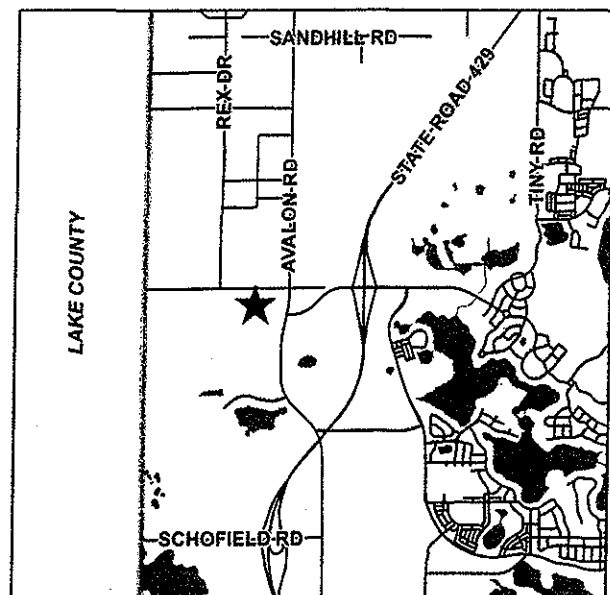
**LOCATION:** Generally located south of McKinney Road  
and west of Avalon Road

**TRACT SIZE:** 53.60 gross acres

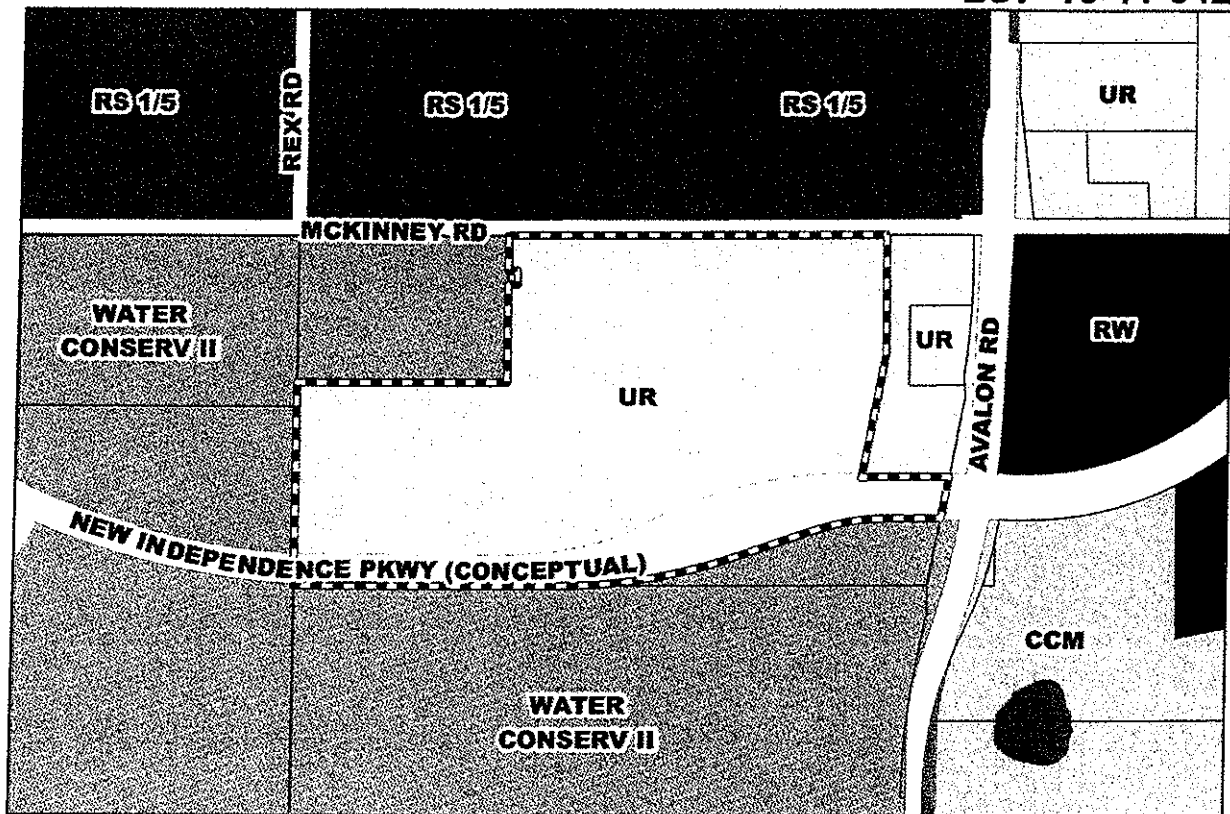
**DISTRICT:** # 1

**S/T/R:** 19/23/27

1 inch = 583 feet



LUP-15-11-342



 Subject Property



★ Subject Property

### Future Land Use Map

FLUM: Village (V) Town Center Specific Area Plan (SAP) Urban Residential District (UR)

APPLICANT: James G. Willard, Shutts & Bowen, LLP

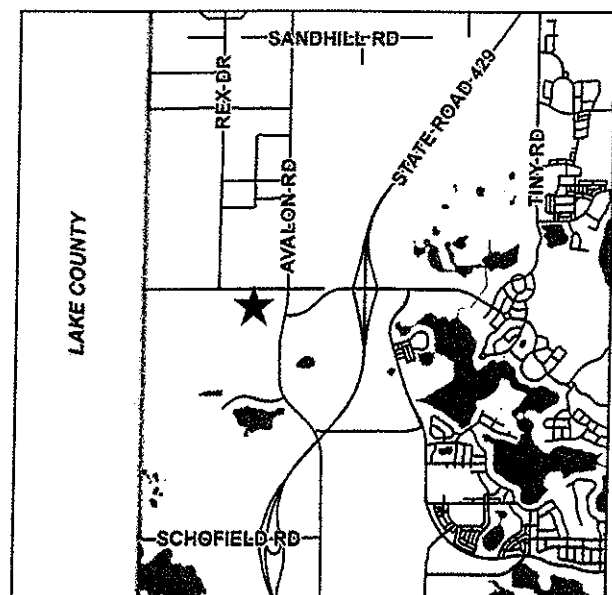
LOCATION: Generally located south of McKinney Road and west of Avalon Road

TRACT SIZE: 53.60 gross acres

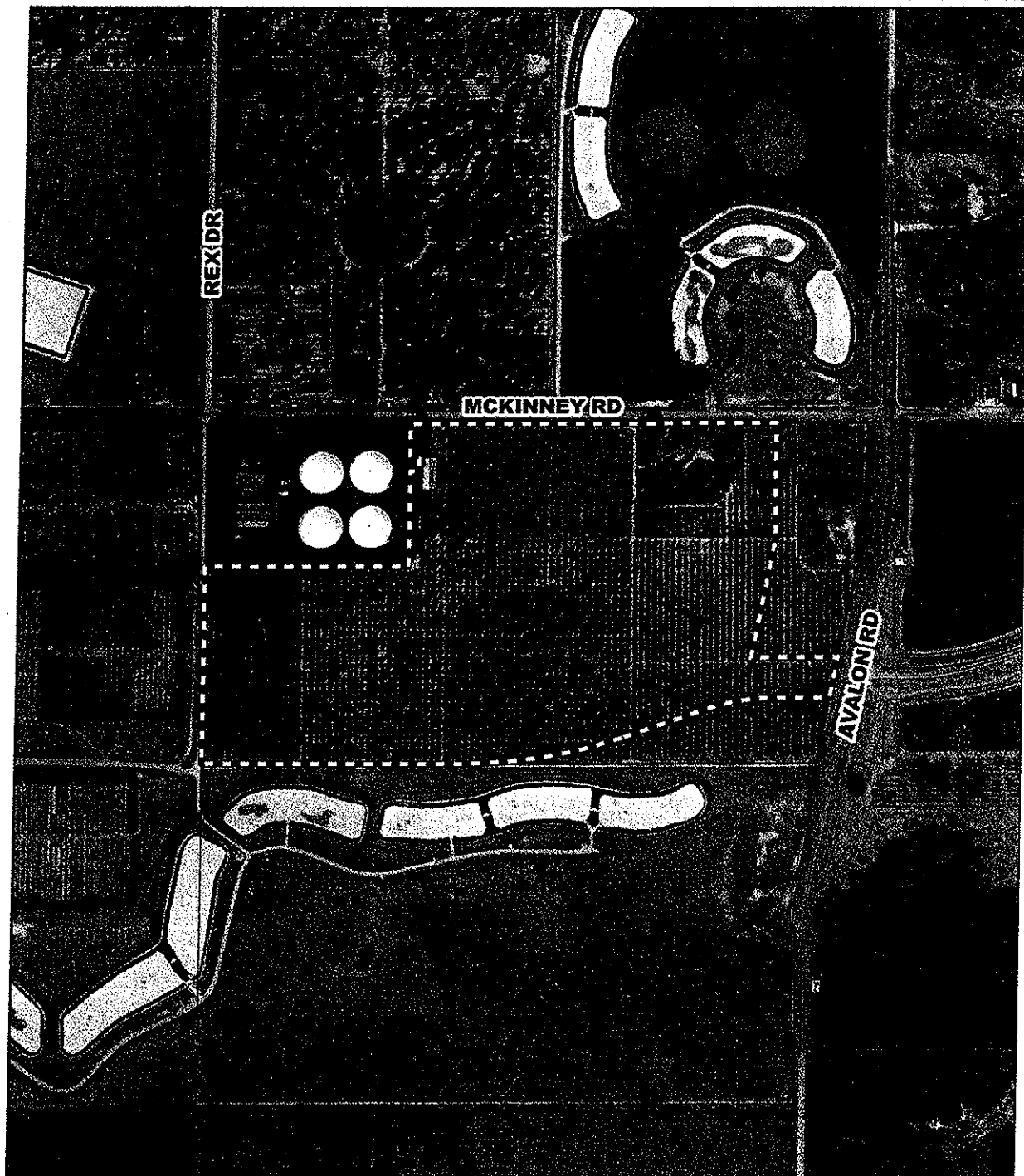
DISTRICT: #1

S/T/R: 19/23/27

1 inch = 583 feet



LUP-15-11-342



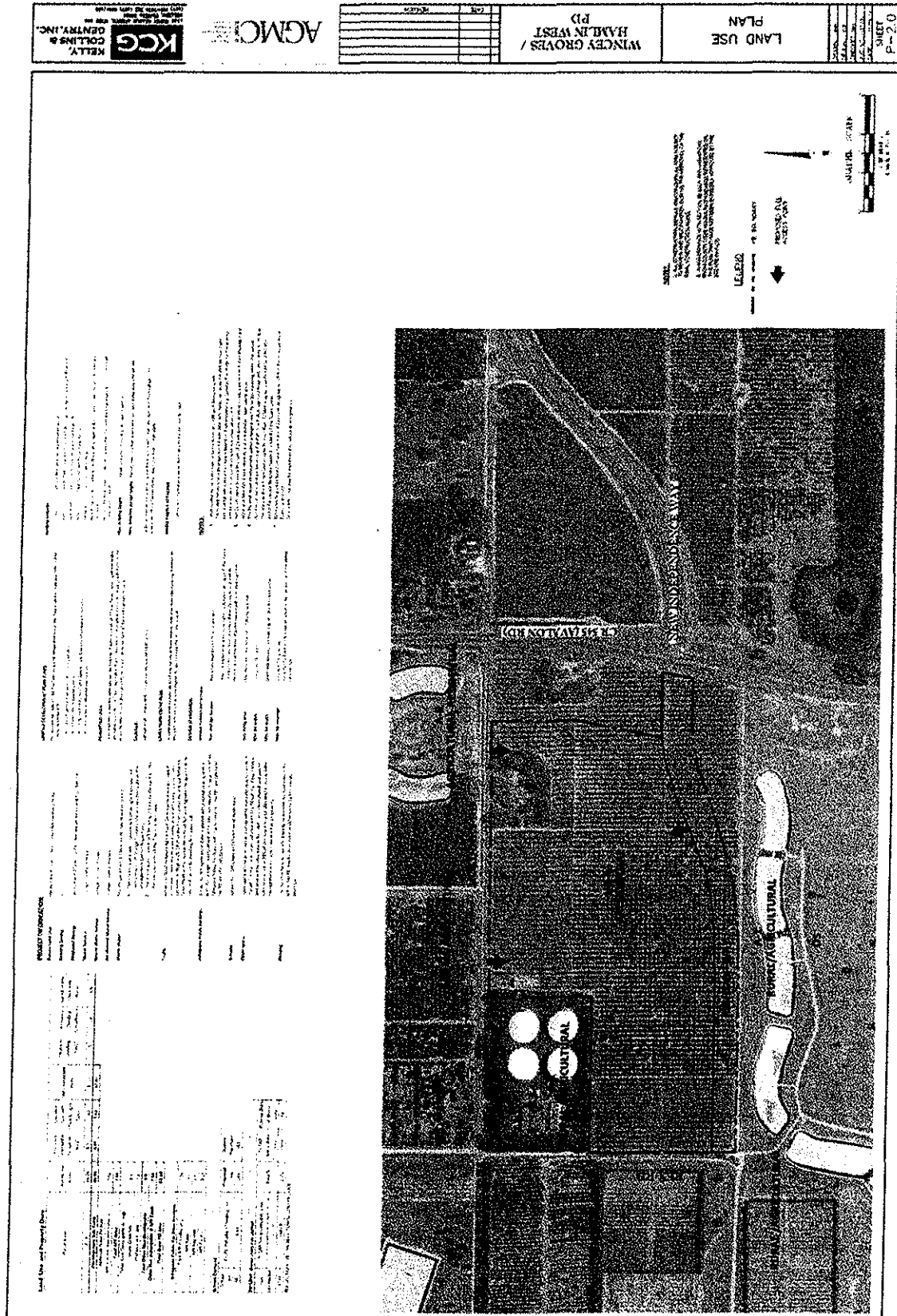
 Subject Property



1 inch = 500 feet



# Wincey Groves PD/UNP

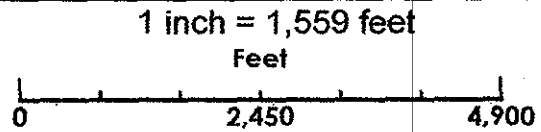
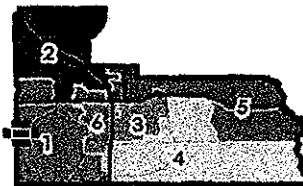
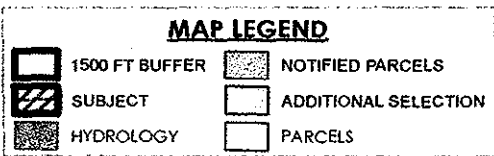
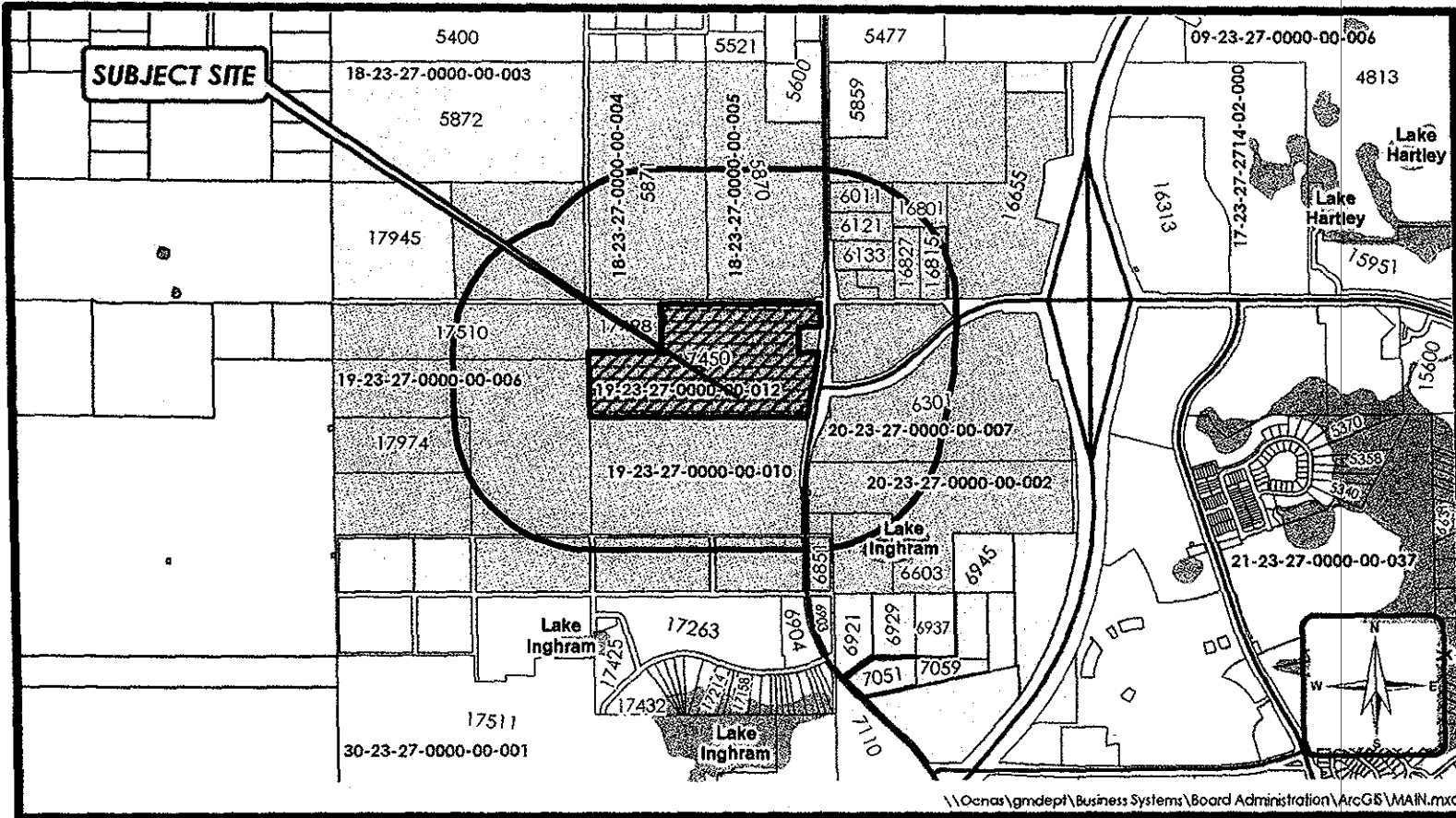




# Public Notification Map

LUP-15-11-342

29 Notices



## Notification Map

Rezoning Staff Report  
Case # LUP-15-11-342  
BCC Hearing Date: July 19, 2016



## Interoffice Memorandum

July 7, 2016

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

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

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: July 19, 2016 – Public Hearing  
Dennis Seliga, Boyd Development Corporation  
Hamlin West Planned Development (PD)  
Case # LUPA-15-12-384 / District 1

The Hamlin West PD currently contains 155.74 acres that are generally located between S.R. 429 (Western Beltway) and C.R. 545 (Avalon Road), and along the north and south side of New Independence Parkway. The existing PD development program allows for 763,400 square feet of non-residential uses, including 137,710 square feet within PD Parcel CCM-10 (Corporate Campus Mixed Use District) and 625,690 square feet within PD Parcels RW-4, RW-4a, and RW-3.

Through this PD amendment, the applicant is seeking to aggregate and rezone 9.36 gross acres located on the west side of C.R. 545 (Avalon Road) into the existing Hamlin West PD, while also reallocating 40,000 square feet of non-residential entitlements from PD Parcel CCM-10 (Corporate Campus Mixed Use District) into proposed PD Parcel RW-4b (Retail Wholesale District). If approved, non-residential entitlements within PD Parcel CCM-10 would decrease from 137,710 square feet to 97,710, but the overall amount of non-residential uses within the PD would remain at 763,400 square feet.

The Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD / UNP may be found in the Planning Division for further reference.

Subject to conditions, the Development Review Committee (DRC) and Planning and Zoning Commission (PZC) respectively recommended approval of the proposed PD/LUPA on April 13, 2016 and May 19, 2016. Finally, this public hearing was continued by the Board of County Commissioners on June 28, 2016.



**ACTION REQUESTED:**                    **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Hamlin West Planned Development / Unified Neighborhood Plan (PD / UNP) dated "Received February 2, 2016", subject to the conditions listed under the PZC Recommendation in the Staff Report. District 1**

Attachments

**GENERAL INFORMATION**

<b>APPLICANT</b>	Dennis Seliga, Boyd Development Corporation
<b>OWNER</b>	Beth A. Wincey
<b>PROJECT NAME</b>	Hamlin West Planned Development / Unified Neighborhood Plan (PD / UNP)
<b>HEARING TYPE</b>	Planned Development / Land Use Plan (PD/LUP)
<b>PARCEL ID NUMBERS</b>	19-23-27-0000-00-012*; 20-23-27-0000-00-002 20-23-27-0000-00-007**; 20-23-27-0000-00-025; and 20-23-27-0000-00-027 (*aggregated parcel / **affected CCM-10 parcel)
<b>TRACT SIZE</b>	155.74 gross acres (existing PD) <u>9.36 gross acres (proposed for aggregation)</u> 165.10 gross acres (resulting acreage)
<b>LOCATION</b>	The PD is generally located between S.R. 429 (Western Beltway) and C.R. 545 (Avalon Road), along the north and south side of New Independence Parkway. The aggregated / affected parcel is located on the west side of C.R. 545 (Avalon Road).
<b>REQUEST</b>	<b>A-1 (Citrus Rural District) to PD (Planned Development District)</b>  <i>A request to aggregate and rezone 9.36 gross acres located on the west side of C.R. 545 (Avalon Road) into the existing Hamlin West PD, while also reallocating 40,000 square feet of non-residential entitlements from PD Parcel CCM-10 into proposed PD Parcel RW-4b. The overall PD development entitlements are unchanged. The request is also associated with a proposed amendment to the existing Hamlin West PD Adequate Public Facilities Agreement (APF).</i>
<b>PUBLIC NOTIFICATION</b>	For this case, a notification area extended beyond 1,500 feet was established [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Thirty-eight (38) notices were mailed to those property owners in the mailing area. A community meeting was not required for this rezoning case, but one was held for the related Comprehensive Plan Amendment #2016-1-A-1-4 on Thursday, December 10, 2015, at Bridgewater Middle School.

**PROPOSED USE**

763,400 square feet of non-residential uses, including 97,710 square feet within the Corporate Campus Mixed District and 665,690 square feet within the Retail Wholesale District.

**STAFF RECOMMENDATION**

**DRC RECOMMENDATION – (April 13, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Hamlin West Planned Development / Unified Neighborhood Plan (PD / UNP) dated "Received February, 2, 2016," subject to the following conditions:**

1. Development shall conform to the Hamlin West Planned Development / Unified Neighborhood Plan (PD/UNP) dated "Received February 2, 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 Unified Neighborhood Plan dated "Received February 2, 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 Unified Neighborhood 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/UNP 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. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
7. Owners shall comply with the Hamlin West Road Network Agreement for the conveyance of right-of-way required for New Independence Parkway and for C.R. 545 (Avalon Road).
8. 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 / 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.

9. Except as amended, modified, and/or superseded, the following previous BCC Conditions of Approval, dated September 15, 2015, shall apply:
  - a. 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.
  - b. Outside sales, storage, and display shall be prohibited.
  - c. 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.
  - d. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
  - e. The developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
  - f. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
  - g. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Town Center Village (SAP). Utilities infrastructure shall be built connecting to the buildout points of connection approved in the Master Utilities Plan (MUP).
  - h. Prior to construction plan approval, all property owners within the Town Center Village, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate

cost share agreement provided master utilities sized for Village requirements are constructed.

- i. The proposed development is adjacent to an existing and permitted City of Orlando/Orange County Water Conserv II Rapid Infiltration Basin (RIB) site. The design and permitting (stormwater, etc.) for the proposed development shall take into account the groundwater mounding produced by the adjacent RIBs when loaded at full permitted capacity and during wet weather conditions. At the time of construction plan submittal, provide calculations and documentation certifying that the design complies with this condition.
- j. Interconnectivity to the property to the south shall be addressed during subsequent PSP/DP reviews.

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The Hamlin West PD currently contains 155.74 acres that are generally located between S.R. 429 (Western Beltway) and C.R. 545 (Avalon Road), and along the north and south side of New Independence Parkway. The existing PD development program allows for 763,400 square feet of non-residential uses, including 137,710 square feet within PD Parcel CCM-10 (Corporate Campus Mixed Use District) and 625,690 square feet within PD Parcels RW-4, RW-4a, and RW-3.

Through this PD amendment, the applicant is seeking to aggregate and rezone 9.36 gross acres located on the west side of C.R. 545 (Avalon Road) into the existing Hamlin West PD, while also reallocating 40,000 square feet of non-residential entitlements from PD Parcel CCM-10 (Corporate Campus Mixed Use District) into proposed PD Parcel RW-4b (Retail Wholesale District). If approved, non-residential entitlements within PD Parcel CCM-10 would decrease from 137,710 square feet to 97,710, but the overall amount of non-residential uses within the PD would remain at 763,400 square feet. A comparison of the existing and proposed development program by PD Land Use District is provided below:

<b>PD Land Use District</b>	<b>Dev. Acres*</b>	<b>Current Sq. Ft.</b>	<b>Proposed Sq. Ft.</b>
RW-4 (Retail Wholesale)	42.31	196,400	196,400
RW-4a (Retail Wholesale)	43.88	317,690	317,690
RW-3 (Retail Wholesale)	19.06	111,600	111,600
UR-5 (Urban Residential)	1.91	-	-
CCM-10 (Corp. Campus Mixed Use)	23.77	137,710	97,710
RW-4b (Retail Wholesale)	9.36	-	40,000
<b>Total</b>	<b>140.29</b>	<b>763,400</b>	<b>763,400</b>

*\*Dev. acres excludes 166.1 acres of wetlands*

The request also includes a proposed amendment to the existing Hamlin West PD Adequate Public Facilities (APF) agreement.

The proposed development program is consistent with the land uses allowed within the underlying Town Center Specific Area Plan (SAP) land use map (as *recently amended*), and would not adversely impact any adjacent properties.

**Comprehensive Plan (CP) Consistency**

The subject property has an underlying Future Land Use Map (FLUM) designation of Village (V), indicating that it is within the Horizon West Sector Planning Area. More specifically, the subject property is located within the Town Center Specific Area Plan (SAP) and is primarily designated Retail / Wholesale District (RW) and Corporate Campus Mixed Use (CCMU) on the Town Center SAP Land Use Map, with limited areas designated Waterbody and Wetlands. Through Comprehensive Plan Amendment #2016-1-A-1-4 (adopted by the BCC on June 28, 2016), the applicant amended the SAP designation of 10.05 acres from UR and Open Space (OS) to RW. The request is consistent with the underlying FLUM designation, the SAP designation, and with all applicable CP provisions. These provisions include (but are not limited to) the following:

**OBJ FLU4.8** states that the Town Center Specific Area Plan (SAP) shall be designed based on an urban development pattern, which encourages a mix of compatible uses within the Town Center neighborhoods and a well-defined, mixed-use Traditional Town Center Core Area.

**FLU4.8.2(A)** states that any development within the boundary of Town Center shall comply with the purpose and intent of each district. The Corporate Campus Mixed-Use districts should have a mix of attached and detached housing, office, hotel, limited warehouse and associated light industrial uses, and civic, open space, and recreation uses. Limited support retail uses may be allowed as: ancillary uses within buildings where the primary use is office or residential; or as freestanding uses on one or more sites specifically identified as appropriate for such uses as part of the applicable Unified Neighborhood Plan/Planned Development. The Town Center Development Code shall include provisions to address the following aspects of support retail uses permitted by location: compatibility with adjoining uses; location of sites relative to Framework or Urban Collector streets; scale and types of uses; and, standards that would control the number of freestanding support retail uses that may be permitted by location. Within Corporate Campus Mixed-Use districts, office uses will dominate, and the residential development will be of a higher density than Urban Residential districts.

**FLU4.8.4** states that all development within the boundary of the Town Center shall comply with the provisions of the Town Center Planned Development Code, including the provisions for submittal and approval of Unified Neighborhood Plans (UNP).

**OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

**SITE DATA**

<b>Existing Use</b>	Undeveloped Land
<b>Adjacent Zoning</b>	N: A-1 (Citrus Rural District) (1957) A-R (Agricultural Residential) (1985) PD (Planned Development District – New Independence PD) (2015)

E: State Road 429 Right-of-Way  
PD (Planned Development District – Hamlin PD) (2013)

W: A-1 (Citrus Rural District) (1957)  
Avalon Road Right-of-Way

S: A-1 (Citrus Rural District) (1957)

**Adjacent Land Uses**

N: Water Conserv II / Undeveloped Land / Citrus / Single Family Residential

E: State Road 429 / Citrus / Undeveloped Land

W: Undeveloped Land / Avalon Road / Water Conserv II

S: Water Conserv II / Single Family Residential / Undeveloped Land

### **APPLICABLE PD DEVELOPMENT STANDARDS**

Maximum Building Height: 12 stories / 150 feet

Minimum Building Setbacks:

Front:	10 feet
Side:	5 feet
Street side:	10 feet

### **SPECIAL INFORMATION**

#### **Subject Property Analysis**

Through this PD Land Use Plan Amendment, the applicant is seeking to aggregate and rezone 9.36 gross acres located on the west side of C.R. 545 (Avalon Road) into the existing Hamlin West PD, while also reallocating 40,000 square feet of non-residential entitlements from PD Parcel CCM-10 (Corporate Campus Mixed Use District) into proposed PD Parcel RW-4b (Retail Wholesale District). If approved, non-residential entitlements within PD Parcel CCM-10 would decrease from 137,710 square feet to 97,710, but with the overall amount of non-residential uses within the PD remaining at 763,400 square feet.

#### **Comprehensive Plan (CP) Amendment**

The BCC adopted Comprehensive Plan Amendment #2016-1-A-1-4 on June 28, 2016, which amended the SAP designation of 10.05 acres from Urban Residential (UR) and Open Space (OS) to Retail Wholesale (RW). The request is consistent with the underlying FLUM and SAP designations.

#### **Rural Settlement**

The subject property is not located within a Rural Settlement.



**Joint Planning Area (JPA)**

The subject property is not located within a JPA.

**Overlay District Ordinance**

The subject property is not located within an Overlay District.

**Environmental**

A Conservation Area Determination (CAD) shall be required prior to Preliminary Subdivision Plan (PSP) or Development Plan (DP) plan review submittals. PSPs/DPs in this LUP shall comply with required conservation codes as applicable.

**Transportation / Concurrency**

The Roadway Agreement Committee approved a Road Network Agreement for New Independence Parkway and C.R. 545/Avalon Road ("Agreement") between SLF IV/Boyd Horizon West JV, LLC and Orange County on 10/28/2015. Owner agrees to convey the necessary right-of-way for the northern extension of Hamlin Groves Trail from the SLF IV/Boyd Horizon West JV, LLC property. Owner will receive \$22,500 in road impact fee credits for the right-of-way conveyed. County shall cause to be dedicated the remainder of right-of-way needed to connect to Tiny Road. Owner shall design and construct the entire improvement from New Independence Parkway to Tiny Road. County shall reimburse Owner for the lesser of (a) 87% of the actual reasonable amounts incurred for design, permitting and construction, plus \$22,500 per acre for right-of-way dedicated or (b) 60% of the countywide average total cost per lane mile for design, permitting and construction, multiplied by the number of lane miles. The total reimbursement shall not exceed 60% of the Countywide Average Cost. The road project shall be completed within three years after the Effective Date of the Agreement. This agreement was approved by the BCC on June 28, 2016.

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.

**Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

**Schools**

The proposed request would not increase the school-aged population.

**Parks and Recreation**

The Orange County Parks and Recreation Division has reviewed the plan, but did not identify any issues or concerns.

**Code Enforcement**

No code enforcement, special magistrate or lot cleaning issues on any of the subject properties have been identified.

**Specific Project Expenditure and Relationship Disclosure Form**

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

**ACTION REQUESTED**

**PZC Recommendation – (May 19, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Hamlin West Planned Development / Unified Neighborhood Plan (PD / UNP) dated "Received February 2, 2016," subject to the following conditions:**

1. Development shall conform to the Hamlin West Planned Development / Unified Neighborhood Plan (PD/UNP) dated "Received February 2, 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 Unified Neighborhood Plan dated "Received February 2, 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 Unified Neighborhood 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/UNP 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. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.

7. Owners shall comply with the Hamlin West Road Network Agreement for the conveyance of right-of-way required for New Independence Parkway and for C.R. 545 (Avalon Road).
8. 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 / 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.
9. Except as amended, modified, and/or superseded, the following previous BCC Conditions of Approval, dated September 15, 2015, shall apply:
  - a. 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.
  - b. Outside sales, storage, and display shall be prohibited.
  - c. 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.
  - d. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
  - e. The developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
  - f. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
  - g. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Town Center Village (SAP). Utilities infrastructure

shall be built connecting to the buildout points of connection approved in the Master Utilities Plan (MUP).

- h. Prior to construction plan approval, all property owners within the Town Center Village, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
- i. The proposed development is adjacent to an existing and permitted City of Orlando/Orange County Water Conserv II Rapid Infiltration Basin (RIB) site. The design and permitting (stormwater, etc.) for the proposed development shall take into account the groundwater mounding produced by the adjacent RIBs when loaded at full permitted capacity and during wet weather conditions. At the time of construction plan submittal, provide calculations and documentation certifying that the design complies with this condition.
- j. Interconnectivity to the property to the south shall be addressed during subsequent PSP/DP reviews.

#### **PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

The staff report was presented to the Planning and Zoning Commission with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Hamlin West Planned Development / Land Use Plan (PD/LUP) Amendment, subject to nine (9) conditions.

The applicant's representative, Julie James, concurred with staff recommendation, including the nine (9) conditions listed in the staff report. No one from the public was present to speak about the request.

Commissioner Wean made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Hamlin West Planned Development / Land Use Plan (PD / LUP), subject to nine (9) conditions. Commissioner Barrett seconded the motion, which was then carried by a vote of 7-0.

<b>Motion / Second</b>	<i>Paul Wean / Marvin Barrett</i>
<b>Voting in Favor</b>	<i>Paul Wean, Marvin Barrett, Jose Cantero, Tina Demostene, Pat DiVecchio, Yog Melwani and JaJa Wade</i>
<b>Voting Against</b>	<i>None</i>
<b>Recused</b>	<i>Jimmy Dunn and Rick Baldocchi</i>
<b>Absent</b>	<i>None</i>

LUPA-15-12-384



Subject Property  
 PD Boundary



★ Subject Property

**Zoning Map**

**ZONING:** A-1 (Citrus Rural District) to PD (Planned Development District)

**APPLICANT:** Dennis Seliga,  
Boyd Development Corporation

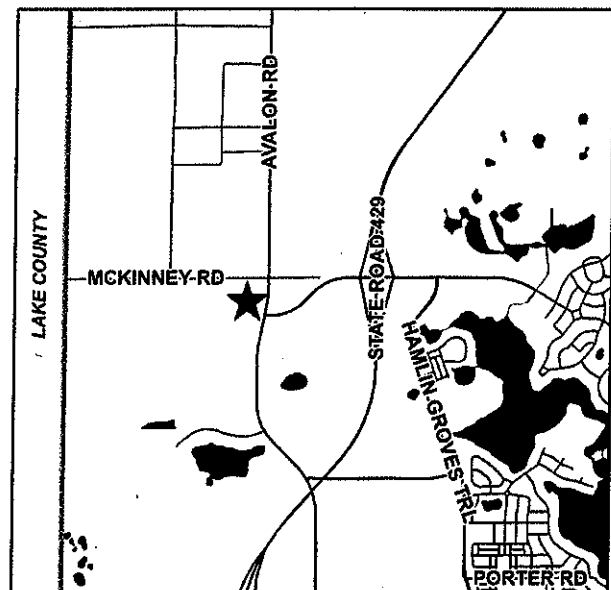
**LOCATION:** Generally located between S.R. 429 (Western Beltway) and C.R. 545 (Avalon Road), along the north and south side of New Independence Parkway

**TRACT SIZE:** 155.74 gross acres (overall PD)  
9.36 gross acres (subject parcel)

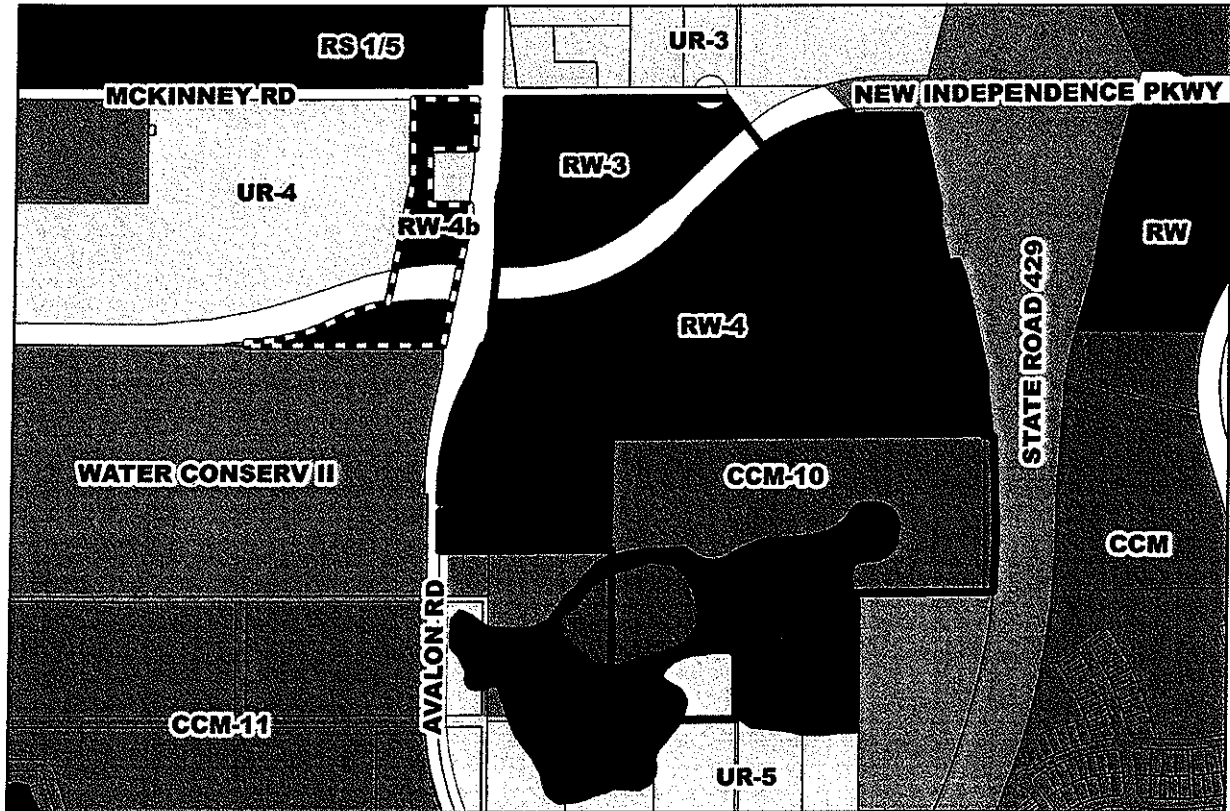
**DISTRICT:** # 1

**S/T/R:** 19/23/27, 20/23/27

1 inch = 833 feet



LUPA-15-12-384



 Subject Property  
 PD Boundary



 Subject Property

### Future Land Use Map

**FLUM:** Village (V), Horizon West Town Center  
Specific Area Plan (SAP) Retail /  
Wholesale District (RW-4b)

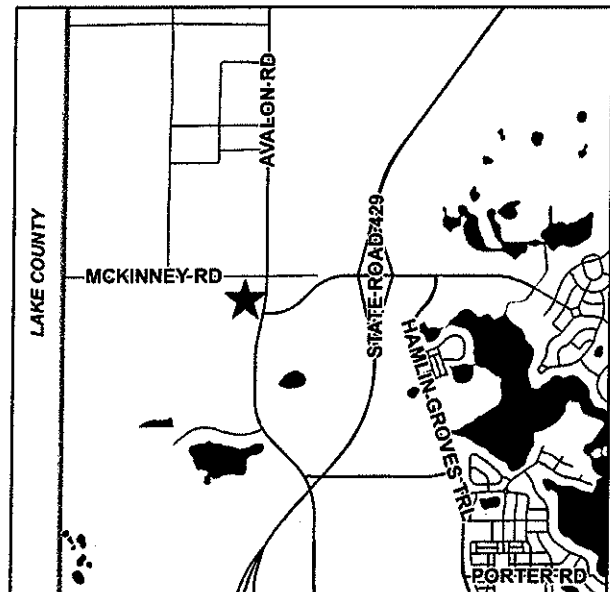
**APPLICANT:** Dennis Seliga,  
Boyd Development Corporation

**LOCATION:** Generally located between S.R. 429  
(Western Beltway) and C.R. 545  
(Avalon Road), along the north and south  
side of New Independence Parkway

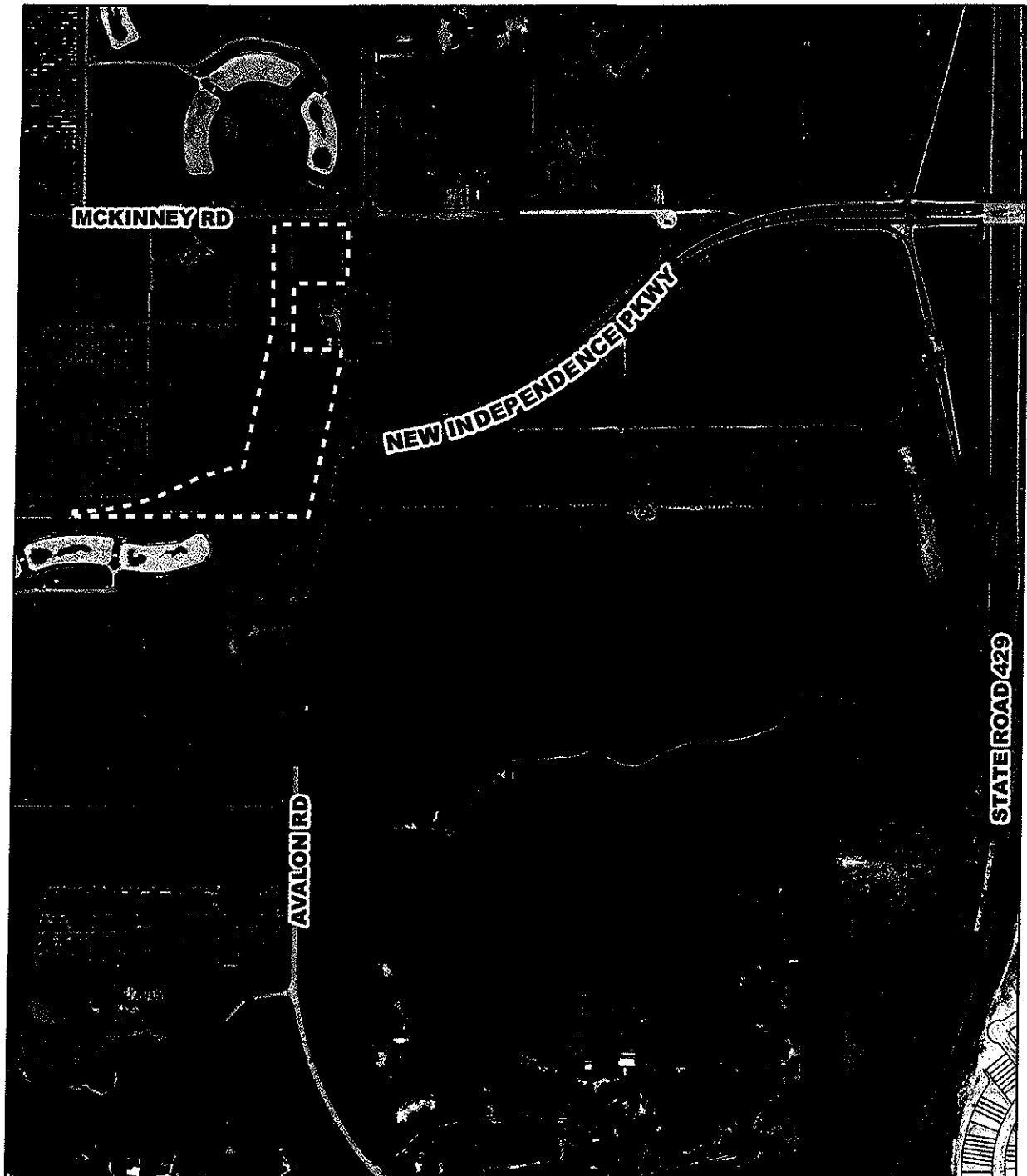
**TRACT SIZE:** 155.74 gross acres (overall PD)  
9.36 gross acres (subject parcel)

**DISTRICT:** # 1

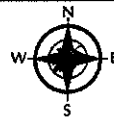
**S/T/R:** 19/23/27, 20/23/27  
1 inch = 833 feet



LUPA-15-12-384



 Subject Property  
 PD Boundary

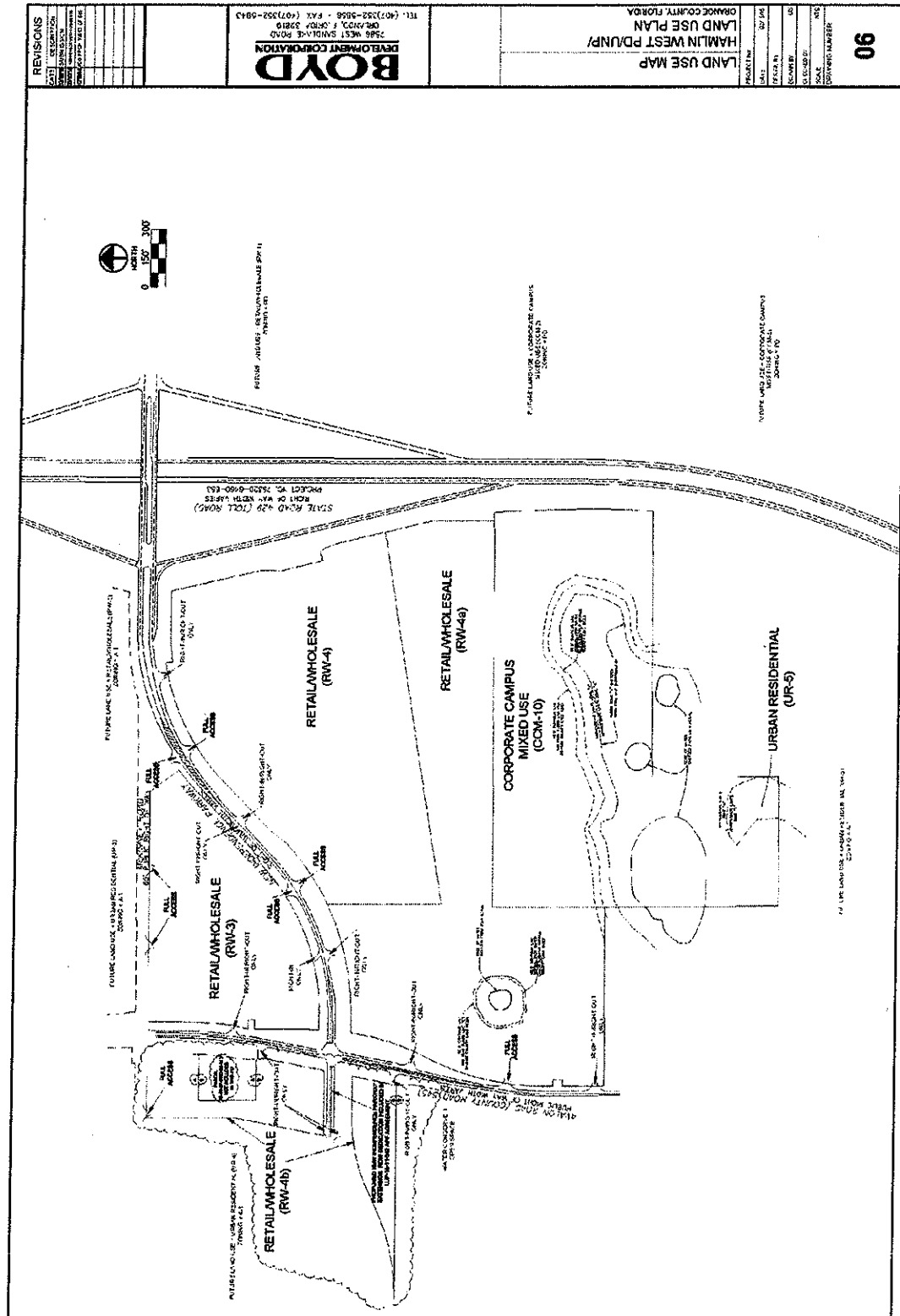


1 inch = 583 feet





# Hamlin West PD / UNP

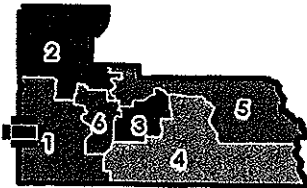
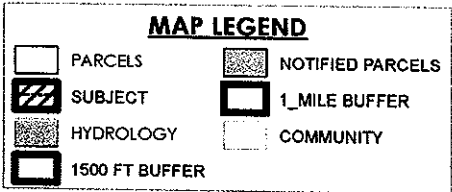
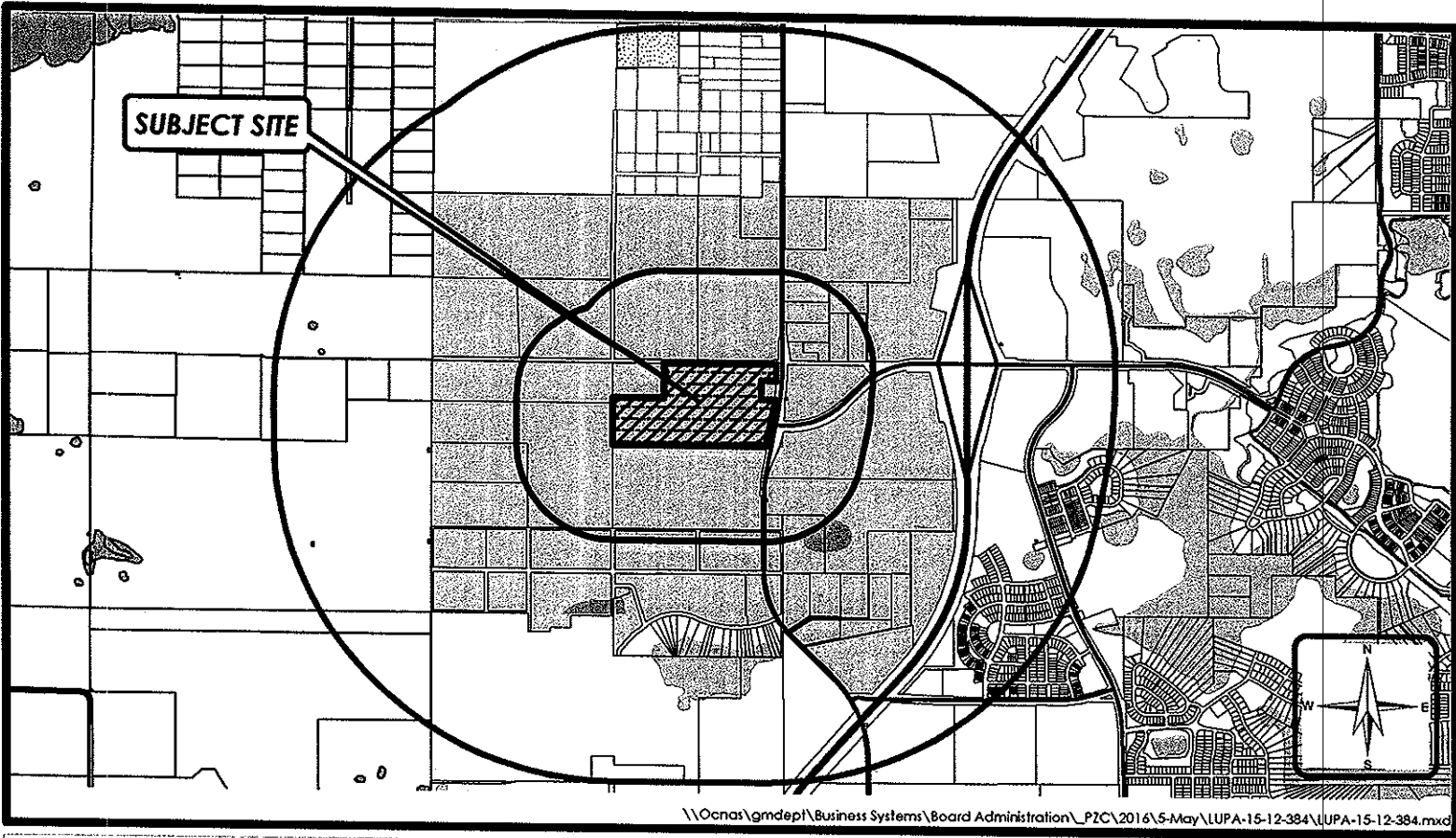




**Public Notification Map**  
**LUPA-15-12-384**  
**1500 FT BUFFER, 38 NOTICES**

**Notification Map**

Rezoning Staff Report  
Case # LUPA-15-12-384  
BCC Hearing Date: July 19, 2016





**Interoffice Memorandum**

June 29, 2016

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

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

**CONTACT PERSON:** John Smoger, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

**SUBJECT:** July 19, 2016 - Public Hearing  
Clarence Hoenstine  
Conventional Rezoning Case # RZ-16-05-016 / District 4

This request is to rezone a 0.17-acre parcel located at 9461 1st Avenue, from R-1 (Single-Family Dwelling District) to C-1 (Retail Commercial District), in order permit additional parking for the adjacent business to the south and provide buffering from neighboring properties.

On June 28, 2016, the Board of County Commissioners (BCC) considered a Future Land Use (FLU) Map amendment request for the subject property to go from Low-Medium Density Residential (LMDR) to Commercial (C). The BCC approved the request unanimously, with a vote of 7-0. This proposed rezoning, though scheduled to be heard with the aforementioned Future Land Use amendment, was not heard concurrently with that amendment due to public advertising requirements.

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 and **APPROVE** the requested C-1 (Retail Commercial District) zoning, subject to the restriction listed in the Staff Report. District 4.

Attachment

**Case Planner:**  
**Steven Thorp**

**Rezoning Staff Report**  
**Orange County Planning Division**  
**BCC Hearing Date: July 19, 2016**

**CASE # RZ-16-05-016**

Commission District: # 4

**GENERAL INFORMATION**

<b>APPLICANT</b>	Clarence M. Hoenstine
<b>OWNERS</b>	Richard and LauWanda Van Lanen
<b>HEARING TYPE</b>	Board of County Commissioners
<b>REQUEST</b>	<b>R-1</b> (Single-Family Dwelling District) <b>to</b> <b>C-1</b> (Retail Commercial District)
<b>LOCATION</b>	9461 1st Avenue; or generally located on the east side of 1st Avenue, south of 3rd Street, north of 4th Street, and west of 2nd Avenue
<b>PARCEL ID NUMBER</b>	01-24-29-8516-30-803
<b>PUBLIC NOTIFICATION</b>	<p>The notification area for this public hearing extended beyond 700 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One-hundred seventy-three (173) notices were mailed to those property owners in the mailing area.</p> <p>A community meeting was not required for this application.</p>
<b>TRACT SIZE</b>	0.17 gross acre
<b>PROPOSED USE</b>	Surface Parking for Adjacent Commercial Property

**STAFF RECOMMENDATION**

**PLANNING**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the C-1 (Retail Commercial District) zoning, subject to the following restrictions:**

- 1) New billboards and pole signs shall be prohibited;
- 2) A Type "C" buffer, consisting of a completely opaque 6-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided along all property lines abutting residentially-zoned parcels;
- 3) No property owner, tenant, occupant, or business shall use any public right-of-way for the purposes of parking or standing of vehicles; and
- 4) The applicant/developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-1 uses.

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The C-1 (Retail Commercial District) zoning would allow for development that is compatible with the development and character of the surrounding area S. Orange Avenue commercial corridor and commercial development along the 4<sup>th</sup> Street corridor, and will not adversely impact surrounding properties..

### **Comprehensive Plan (CP) Consistency**

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Commercial (C). The Future Land Use designation was recently amended from Low-Medium Density Residential (LMDR) to Commercial (C), approved at the June 28, 2016 Board of County Commissioners (BCC) meeting (CP# 2016-1-S-4-1).

The C-1 (Retail Commercial District) zoning is consistent with the Commercial FLUM designation and the following applicable CP provisions:

**FLU1.4.1** states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.

**FLU1.4.2** states that Orange County shall ensure that land uses changes are compatible with and serve existing neighborhoods.

**FLU8.1.1** states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning.

**OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

**FLU8.2.1** states that land use changes shall be required to be compatible with existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

**FLU8.2.11** states that compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations to occur.

---

**SITE DATA**

<b>Existing Use</b>	Surface Parking Lot
<b>Adjacent Zoning</b>	N: R-1 (Single-Family Dwelling District) (1987) E: C-1 (Retail Commercial District) (1957) W: R-1 (Single-Family Dwelling District) (1987) S: C-1 (Retail Commercial District) (1981)
<b>Adjacent Land Uses</b>	N: Single-Family Residential E: Single-Family Residential W: Single-Family Residential S: Retail Commercial

**C-1 (Retail Commercial District) Development Standards\***

Min. Lot Area:	6,000 sq. ft.
Min. Lot Width:	80 ft. (on major streets, see Article XV) 60 ft. (on all other streets)
Max. Height:	50 ft. (35 ft. within 100 ft. of all residential districts)
Min. Floor Area:	500 sq. ft.
Building Setbacks:	
Front:	25 ft.
Rear:	20 ft.
Side:	0 ft. (15 ft. when abutting residential districts)
Side Street:	15 t.

*\*These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.*

**Permitted Uses**

The intent and purpose of this C-1 retail commercial district are as follows: this district is composed of lands and structures used primarily for the furnishing of selected commodities and services at retail. This district is encouraged:

- (1) At intersections of collectors and/or arterials;
- (2) Where it will not direct commercial traffic through residential districts;
- (3) Where adequate public facilities and services are available, as defined in the comprehensive policy plan;
- (4) Where compatible with adjacent areas or where buffers can be provided to ensure compatibility; and

- (5) To a limited extent in rural settlements throughout the county to meet the needs of an identified community, or in growth centers as defined in the comprehensive policy plan.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

## **SPECIAL INFORMATION**

### **Subject Property Analysis**

The subject 0.17-acre property is generally located on the east side of 1st Avenue, south of 3rd Street, north of 4th Street, and west of 2nd Avenue, and is currently developed with a surface parking lot. Through this request, the applicant is seeking to rezone the subject parcel from R-1 (Single-Family Dwelling District) to C-1 (Retail Commercial District) with the intent to use the existing surface parking with the adjacent retail commercial parcel to the south of the subject property.

This area of the Taft community is characterized as having a mixture of industrial, commercial, and residential land uses and development.

### **Comprehensive Plan (CP) Amendment**

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Commercial (C) Future Land Use Map (FLUM) designation.

### **State of Florida Notice**

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

### **Rural Settlement**

The subject property is not located within a Rural Settlement.

### **Preservation District**

The subject property is located within the Taft Preservation District

### **Joint Planning Area (JPA)**

The subject property is not located within a JPA.

### **Overlay District Ordinance**

The subject property is not located within an overlay district.

### **Airport Noise Zone**

The subject property is not located within an Airport Noise Zone.



### **Environmental**

All development will be required to treat the required volume of runoff in accordance with section 30-277(c) for pollution abatement purposes. Reference Orange County Code Chapter 30 Planning and Development, Article VIII Site Development, Division 2 Stormwater Standards, Sections 30-277 General Design Standards and 30-278 Disposition of Runoff.

### **Transportation / Access**

The subject property is not located within the County's Alternative Mobility Area (AMA) or along a backlogged / constrained facility or multimodal corridor.

The following programmed roadway improvement is within the project impact area: Taft-Vineland Road is programmed to be widened to 4 lanes from Orange Blossom Trail to Orange Avenue. This roadway improvement is currently in the design phase. Construction of segment 2 from Orange Blossom Trail to Bachman Road is scheduled for May 2018. Construction of segment 1 from Orange Blossom Trail to Bachman Road is to be determined.

The proposed development of a parking lot is considered an ancillary use to the automotive repair business and therefore will not add any additional trips to the surrounding transportation network.

The applicant will be required to obtain an approved Capacity Encumbrance Letter prior to obtaining a building permit.

This transportation analysis was based on the proposed density/intensity indicated in the request for the future land use change. In the event there are future revisions to the proposed development beyond the analyzed use, a new transportation analysis will be necessary.

### **Code Enforcement**

There are no active Code Enforcement violations on the subject property.

### **Water / Wastewater / Reclaim**

<u>Existing service or provider</u>		
Water:	Taft Water Association	
Wastewater:	Orange County Utilities	An 8 inch main is located in the \$th Street right of way
Reclaim Water:	Orange County Utilities	Currently there are no mains in the vicinity of the site

### **Schools**

Orange County Public Schools (OCPS) did not comment on this case as it does not involve an increase in residential units or density.

### **Parks and Recreation**

Orange County Parks and Recreation did not comment on this case as it does not

involve an increase in residential units or density.

**Specific Project Expenditure Report and Relationship Disclosure Form**

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

**ACTION REQUESTED**

**PZC Recommendation – (July 21, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the C-1 (Retail Commercial District) zoning, subject to the following restrictions:**

- 1) New billboards and pole signs shall be prohibited;
- 2) A Type "C" buffer, consisting of a completely opaque 6-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided along all property lines abutting residentially-zoned parcels;
- 3) No property owner, tenant, occupant, or business shall use any public right-of-way for the purposes of parking or standing of vehicles; and
- 4) The applicant/developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-1 uses.

**PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested C-1 (Retail Commercial District) zoning, subject to three (4) restrictions. This rezoning was presented in conjunction with Future Land Use Map amendment 2016-1-S-4-1.

Staff indicated that one hundred seventy-three (173) notices were mailed to surrounding property owners within a buffer extending beyond 700 feet from the subject property, with thirty-one (31) responses in favor and three (3) responses in opposition to the request received. The applicant was present and agreed with the staff recommendation, and no members of the public were present to speak.

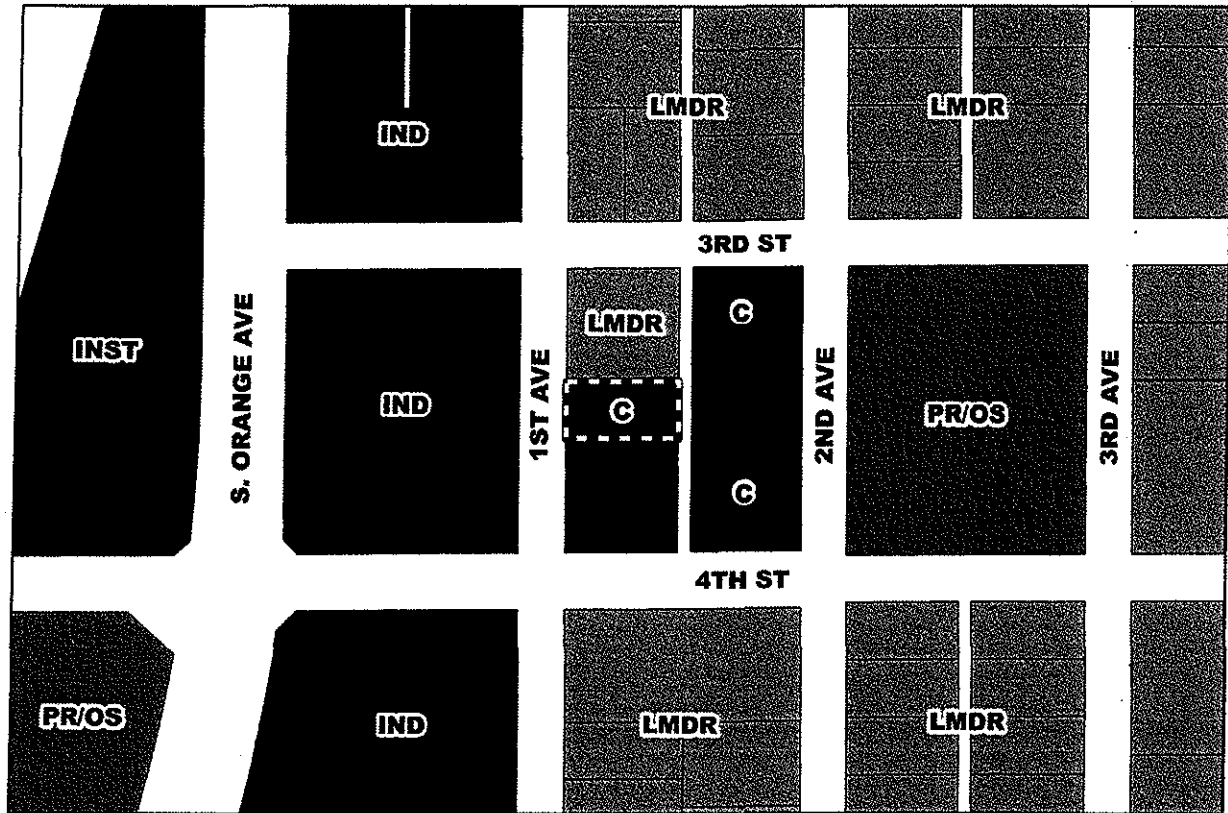
Following limited discussion, Commissioner DiVecchio made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the C-1 (Retail Commercial District) zoning, subject to the four (4) restrictions. Commissioner Melwani seconded the motion, which was then carried unanimously.

**Motion / Second**

*Pat DiVecchio, Yog Melwani*

<b>Voting in Favor</b>	<i>Pat DiVecchio, Yog Melwani, Rick Baldocchi, Marvin Barrett, James Dunn, Paul Wean, Jose Cantero, JaJa Wade</i>
<b>Voting in Opposition</b>	<i>None</i>
<b>Absent</b>	<i>Tina Demostene</i>

RZ-16-05-016



Subject Property



★ Subject Property

**Future Land Use Map**

FLUM: Commercial (C)

APPLICANT: Clarence M. Hoenstine

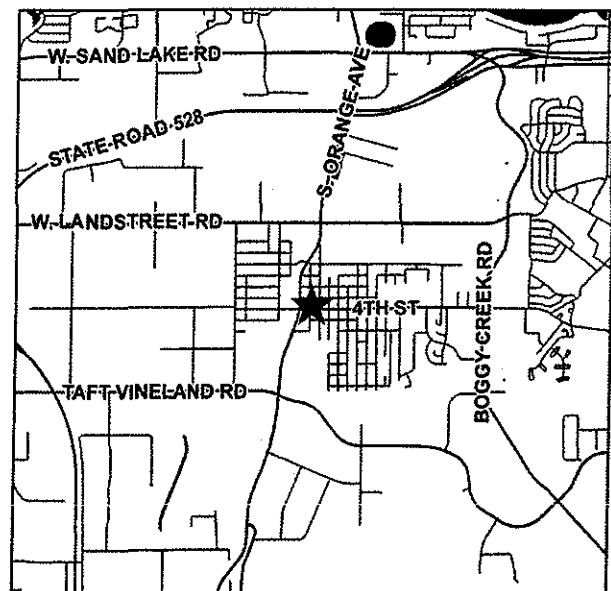
LOCATION: 9461 1st Avenue; or generally located on the east side of 1st Avenue, south of 3rd Street, north of 4th Street, and west of 2nd Avenue.

TRACT SIZE: 0.17 gross acre

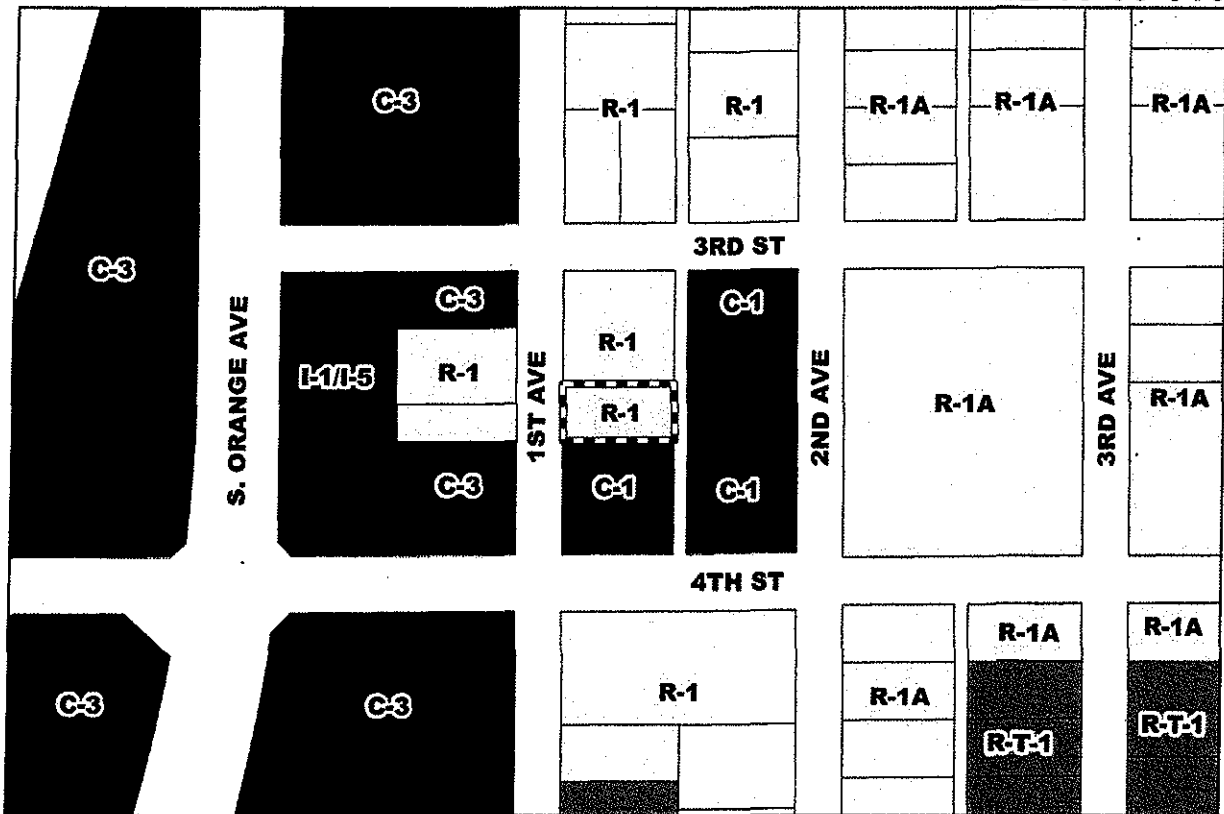
DISTRICT: # 4

S/T/R: 01/24/29

1 inch = 167 feet



RZ-16-05-016



Subject Property



Subject Property

### Zoning Map

**ZONING:** R-1 (Single-Family Dwelling District) to  
 C-1 (Retail Commercial District)

**APPLICANT:** Clarence M. Hoenstine

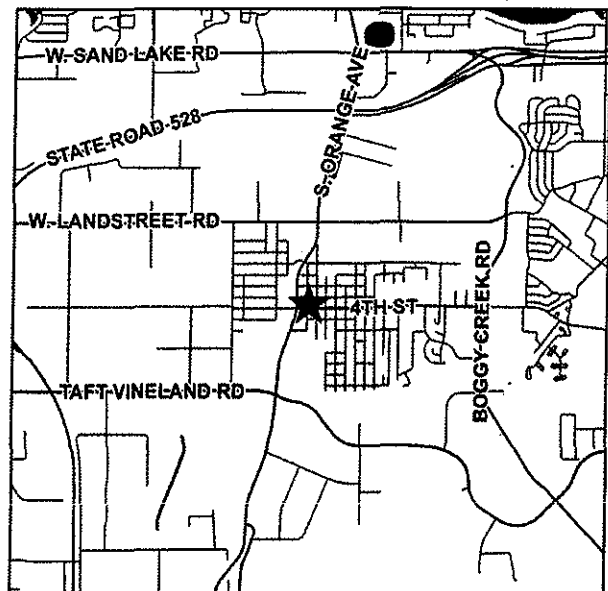
**LOCATION:** 9461 1st Avenue; or generally located on  
 the east side of 1st Avenue, south of 3rd  
 Street, north of 4th Street, and west of 2nd  
 Avenue.

**TRACT SIZE:** 0.17 gross acre

**DISTRICT:** # 4

**S/T/R:** 01/24/29

1 inch = 167 feet



RZ-16-05-016



 Subject Property



1 inch = 125 feet



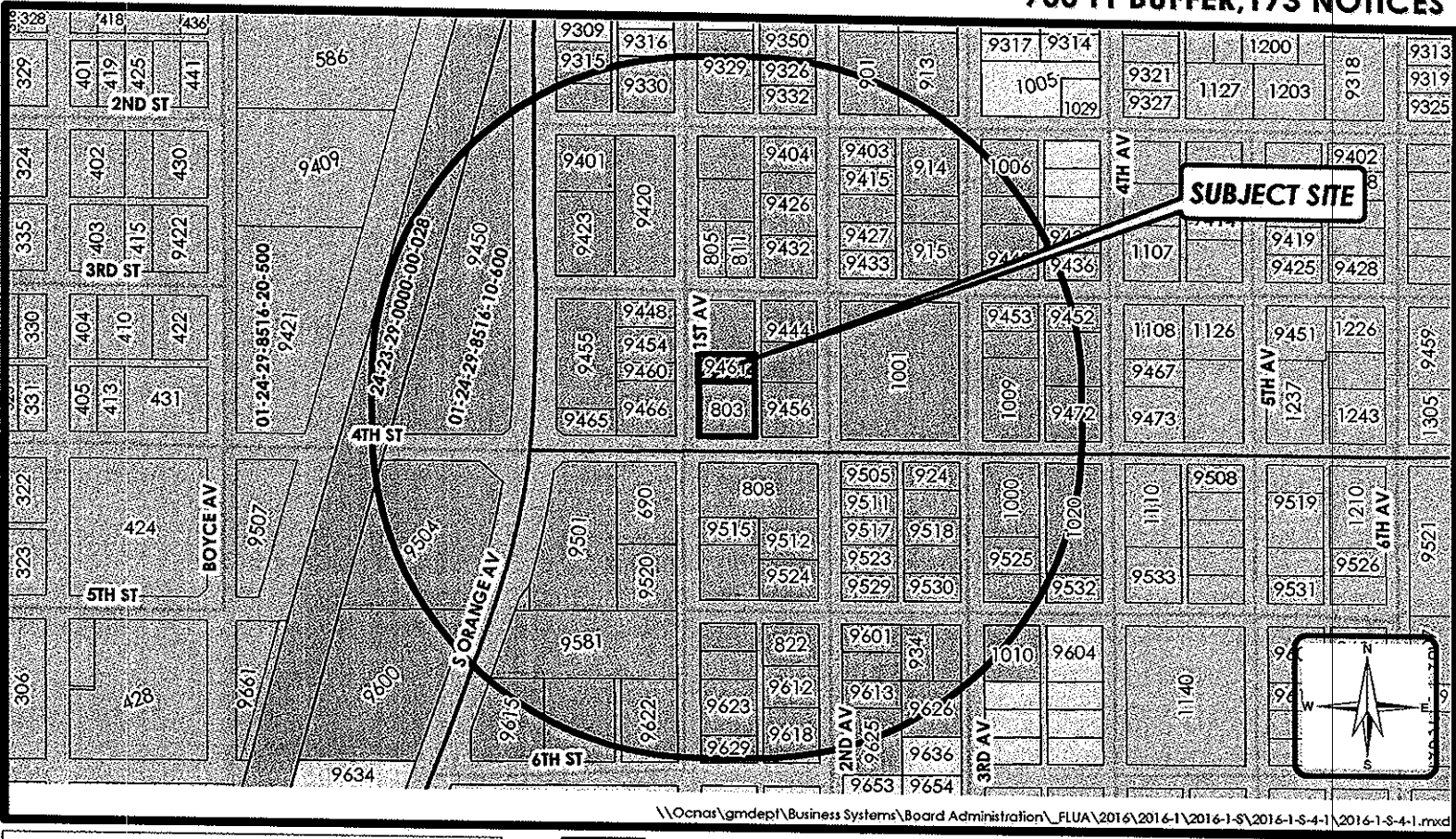
# Public Notification Map

2016-1-S-4-1\_RZ-16-05-016

700 FT BUFFER, 173 NOTICES

## Notification Map

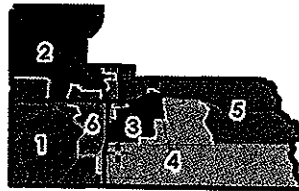
Case # RZ-16-05-016  
Orange County Planning Division  
BCC Hearing Date: July 19, 2016



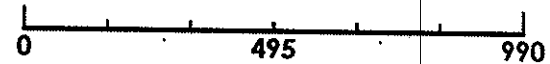
\\Ocnas\gmdepl\Business Systems\Board Administration\FLUA\2016\2016-1-S-4-1\2016-1-S-4-1\2016-1-S-4-1\2016-1-S-4-1.mxd

### MAP LEGEND

	SUBJECT		ADDITIONAL_SELECTION
	700FT_BUFFER		COMMUNITY_ORGS
	SELECTED_PARCELS		PARCELS
	1_MILE_BUFFER		



1 inch = 304 feet  
Feet






## Interoffice Memorandum

July 12, 2016

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

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

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: July 19, 2016 – Public Hearing  
Constance Owens, Tri3 Civil Engineering Design Studio, Inc.  
Buena Vista Commons Planned Development (PD)  
Case # LUPA-15-08-240 / District 1

The Buena Vista Commons PD was originally approved on May 24, 2011 and consists of 5.93 gross acres, with development entitlements for up to 62,431 square feet of non-residential uses. Such uses are limited to professional office activities, such as professional offices, religious institutions, restaurants (*with no drive-thru*), child day care facilities, community centers, and fitness centers.

Through this Land Use Plan Amendment (LUPA), the applicant is seeking to rezone fourteen (14) adjacent parcels containing 2.59 gross acres from R-CE to PD, while aggregating them into the existing Buena Vista Commons PD in order to construct a parking lot and two (2) dual-purpose residential / office buildings totaling 3,800 sq. ft. In addition, the applicant is seeking to amend an existing Master Sign Plan (MSP) and incorporate (3) new parking-related waivers from Orange County Code.

As summarized in the attached staff report, community meetings were held for this request on October 26, 2015 and January 14, 2016. Subject to conditions, the Development Review Committee (DRC) and Planning and Zoning Commission (PZC) respectively recommended approval of the proposed PD/LUPA on March 9, 2016 and April 21, 2016.

Finally, the required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/UNP may be found in the Planning Division for further reference.



Finally, this public hearing was continued from July 12, 2016 to July 19, 2016 by the BCC, with the applicant's concurrence.

**ACTION REQUESTED:** Make a finding of consistency with the Comprehensive Plan (CP) and approve the Buena Vista Commons Planned Development / Land Use Plan (PD / LUP) dated "Received March 14, 2016", subject to the conditions listed under the PZC Recommendation in the Staff Report.  
District 1

Attachments

**GENERAL INFORMATION**

**APPLICANT** Constance Owens, Tri3 Civil Engineering Design Studio, Inc.

**OWNER** Buena Vista Commons, LLC

**PROJECT NAME** Buena Vista Commons Planned Development (PD)

**HEARING TYPE** Planned Development / Land Use Plan (PD / LUP)

**REQUEST** R-CE (Country Estate District) to  
PD (Planned Development District)

A request to rezone fourteen (14) adjacent parcels containing 2.59 gross acres from R-CE to PD, while aggregating them into the existing Buena Vista Commons PD in order to provide a parking lot and two dual-purpose residential / office buildings totaling 3,800 sq. ft. (*associated with the existing temple*). The request also includes an amendment to an existing Master Sign Plan (MSP) and the following three (3) parking-related waivers from Orange County Code:

- 1) *A waiver request from Section 38-1272(d) to permit sixty-six (66) grass (unimproved) parking spaces on Lot 3 for religious institutions and religious institution ancillary uses;*
- 2) *A waiver request from Section 38-1477 to allow for shared parking between Lots 1, 2 and 3 of the PD, in lieu of the requirement that parking spaces for a land use be provided on the same lot or within 300 feet of the principal entrance as measured along the most direct pedestrian route; and*
- 3) *A waiver request from Section 38-1479(a) to permit sixty-six (66) grass (unimproved) parking spaces on Lot 3 for religious institutions and religious institution Ancillary uses.*

**LOCATION** Generally located west of South Apopka Vineland Road between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street.

**PARCEL ID NUMBERS** Multiple Parcels

<b>TRACT SIZE</b>	5.93 gross acres (existing PD) <u>2.59 gross acres (aggregated parcels)</u> 8.52 gross acres (resulting PD)
<b>PUBLIC NOTIFICATION</b>	The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One-hundred nineteen (119) notices were mailed to those property owners in the mailing area. Two (2) community meetings were held for this request on October 26, 2015 and January 14, 2016 ( <i>see community meeting summaries on page 8 of this report</i> ).
<b>PROPOSED USE</b>	A parking lot and two (2) dual-purpose residential / office buildings totaling 3,800 sq. ft.

### **STAFF RECOMMENDATION**

**Development Review Committee – (March 9, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Buena Vista Commons Planned Development / Land Use Plan (PD/LUP), dated "Received March 14, 2016", subject to the following conditions:**

1. Development shall conform to the Buena Vista Commons Planned Development / Land Use Plan (PD/LUP) dated "March 14, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such 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 March 14, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon

by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this 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. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan approval 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.

7. The following waivers from Orange County Code are granted:

- a. A waiver from Section 38-1272(d) to permit sixty-six (66) grass (unimproved) parking spaces on PD Lot 3 for Religious Institutions and Religious Institution Ancillary uses; however, the drive isles shall be paved.
- b. A waiver from Section 38-1477 to allow for shared parking between Lots 1, 2 and 3 of the PD, in lieu of the requirement that parking spaces for a land use be provided on the same lot or within 300 feet of the principal entrance as measured along the most direct pedestrian route.
- c. A waiver from Section 38-1479(a) to permit sixty-six (66) grass (unimproved) parking spaces on PD Lot 3 for Religious Institutions and Religious Institution Ancillary uses; however, the drive isles shall be paved.

8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 21, 2015, shall apply:

- a. The following waivers from Buena Vista North District Standards found in Orange County Code Chapter 38, Division 9, Subdivision II (Site Development) and Subdivision V (Signage) are granted:
  - 1) A waiver from Orange County Code Section 38-1392.1 to allow a minimum zero (0) foot side setback (internal to the PD) from a thoroughfare roadway facility for existing building #1 only as identified on the Master Sign Plan; in lieu of the required ten (10) foot side setback and twenty (20) foot setback from a thoroughfare roadway facility;
  - 2) A waiver from Orange County Code Section 38-1395.2(1) to allow monument Ground Sign #1 as identified on the Master Sign Plan to have a maximum copy area of one-hundred fifty-two (152) square feet; in lieu of a maximum copy area of ninety-six (96) square feet; and
  - 3) A waiver from Orange County Code Section 38-1385.2(2) to allow wall signage on both the eastern and western side of buildings #1 and #2 as identified on the Master Sign Plan, by considering both sides to be primary facades; in lieu of only allowing wall signage on the western side of the buildings, where the customer entrances are located.
- b. The following waivers from Orange County Code Section 31.5-67(g) related to minimum ground sign right-of-way setbacks are granted:
  - 1) A waiver to allow Ground Sign #1 as identified on the Master Sign Plan to have a minimum one (1) foot right-of-way setback from 3rd Street and a minimum eight (8) foot right-of-way setback from S. Apopka Vineland Road; in lieu of a minimum ten (10) foot right-of-way setback;

- 2) A waiver to allow the relocated temple sign as identified on the Master Sign Plan to have a minimum eight (8) foot right-of-way setback from S. Apopka Vineland Road; in lieu of a minimum ten (10) foot right-of-way setback; and
  - 3) A waiver to allow Ground Sign #3 as identified on the Master Sign Plan to have a minimum five (5) foot right-of-way setback from 3rd Street, in lieu of a minimum ten (10) foot right-of-way setback.
  - 4) A waiver from Orange County Code Section 31.5-67(i) is granted to allow multi-tenant Ground Sign #1 as identified on the Master Sign Plan to have a minimum of ten (10) square feet of copy area per tenant; in lieu a minimum of twelve (12) square feet of copy area per tenant.
- c. Wall signage shall only be externally lit by goose neck type lighting fixtures on buildings 1 and 2 facing Apopka Vineland Road.
  - d. Wall signage on Apopka-Vineland Road shall be limited to eighteen (18) inch letter size.
  - e. All internal lit signs shall only be lit from dusk to 11:00 p.m.
  - f. There shall be no wall signage allowed on the west face of building 4 (side facing residential Hidden Valley).
  - g. Approval of this PD/LUP (lot reconfiguration) will constitute approval of a lot split.
  - h. No permits shall be issued for sign #1 until the property has been re-configured through Orange County Property Appraiser's office to match the lot split that adjusts the lot line for the existing temple building back from the right-of-way line and the existing Temple sign relocation.
  - i. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with the Master Sign Plan, Buena Vista North and Chapter 31.5 code unless waivers have been explicitly granted by the Board of County Commissioners.
  - j. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated January 14, 2014, shall apply:
    - 1) The restaurant shall not be occupied before 6:00 a.m. and after 11:00 p.m. (7 days per week). The hours of operation for any child care facility shall be limited to 6:00 am - 8:00pm (7 days per week).
    - 2) Development shall be limited to Professional Office (PO) uses and the following four (4) uses: Church, Restaurant (no drive-thru), Community Center, Fitness Center, Martial Arts and Miscellaneous Aerobic Type Instruction.
    - 3) Pursuant to the approval of a non-substantial change to the PD by the

Development Review Committee (DRC) on December 19, 2012, a total of 213 shared parking spaces may be provided.

- 4) A 6' PVC fence (on the berm) 10' from the west property line next to the Hidden Valley Mobile Home Park. The 10' buffer shall be planted with a hedge 30" in height at planting, and canopy trees (not oak trees) planted 40' on center. A 6' PVC fence shall be provided along the north property line next to the residential and planted with canopy trees planted 40' on center. A 6' PVC fence shall be provided along 5th Street. Landscaping shall be irrigated and maintained by the owner or Property Owners' Association of this center.
- k. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated May 24, 2011, shall apply:
  - 1) A Master Utility Plan (MUP) shall be submitted to Orange County Utilities prior to approval of the first (Preliminary Subdivision Plan/Development Plan) PSP/DP. The MUP must be approved prior to Construction Plan approval.
  - 2) The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
  - 3) Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
  - 4) Outdoor sales, storage and display shall be prohibited.
  - 5) Developer to provide a fifty (50) foot natural buffer to be maintained along the existing residence located to the northwest of the subject property and south of 3rd Street, until the said residential is rezoned to a non-residential use.
  - 6) Full access shall be maintained at 5th Street and Apopka-Vineland Road.
  - 7) Developer shall work with the property owner to the west (on 3rd Street) to limit access issues.

## **IMPACT ANALYSIS**

### **Special Information**

The Buena Vista Commons PD was originally approved on May 24, 2011 and consists of 5.93 gross acres, with development entitlements for up to 62,431 square feet of non-residential uses. Such uses are limited to professional office activities, such as professional offices, religious institutions, restaurants (*with no drive-thru*), child day care facilities, community centers, and fitness centers.

Through this Land Use Plan Amendment (LUPA), the applicant is seeking to rezone

fourteen (14) adjacent parcels containing 2.59 gross acres from R-CE to PD, while aggregating them into the existing Buena Vista Commons PD in order to construct a parking lot and two dual-purpose residential / office buildings totaling 3,800 sq. ft. In addition, the applicant is seeking to amend an existing Master Sign Plan (MSP) and incorporate (3) new parking-related waivers from Orange County Code.

**Land Use Compatibility**

The proposed PD (Planned Development District) zoning would allow for land uses that are compatible with existing development in the area, and would not adversely impact any adjacent properties.

**Comprehensive Plan (CP) Consistency**

The property has an underlying Future Land Use Map (FLUM) designation of Office (O). The proposed use is consistent with this designation and applicable CP provisions, which include – but are not limited to the following goals, objectives and policies:

**FLU1.1.5** states that Orange County shall encourage mixed-use development, infill development and transit-oriented development to promote compact urban form and efficiently use land and infrastructure in the Urban Service Area. The County may require minimum FARs and densities in its Land Development Code to achieve the County's desired urban framework. Infill is defined as development consistent with the Infill Master Plan (2008).

**FLU1.4.3** states that the location of commercial development shall be concentrated at major intersections and within Activity Centers and Neighborhood Activity Nodes within the Urban Service Area.

**FLU1.4.4** states that the disruption of residential areas by poorly located and designed commercial activities shall be avoided. Primary access to single-family residential development through a multi-family development shall be avoided.

**FLU2.2.1** states that within the Urban Service Area, Orange County shall encourage a mixture of land uses within activity and mixed-use commercial centers. Office and residential land uses shall be part of the balanced land use mixture, in addition to the commercial component.

**FLU8.2.1** states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

**FLU8.2.10** states that to ensure land use compatibility with nearby residential zoned areas and protection of the residential character of those areas, office and commercial uses within residential neighborhoods shall be subject to strict performance standards, including but not limited to the following:

- A. Building height restrictions;
- B. Requirements for architectural design compatible with the residential units nearby;
- C. Floor area ratio (FAR) limitations;



- D. Lighting type and location requirements;
- E. Tree protection and landscaping requirements including those for infill development; and
- F. Parking design.

**OBJ N1.1** states that Orange County shall ensure that future land use changes are compatible with or do not adversely impact existing or proposed neighborhoods.

**Community Meeting Summaries**

Two (2) community meetings were held for this application at Bay Meadows Elementary School on October 26, 2015 and January 14, 2016. Forty residents attended the first meeting, and thirty residents attended the second meeting. Residents initially expressed concerns of stormwater management, and noise, lighting and traffic impacts. However, these issues were appropriately addressed by the applicant prior to the 2<sup>nd</sup> meeting, resulting in community support for the project.

**SITE DATA**

<b>Existing Use</b>	Undeveloped Land
<b>Adjacent Zoning</b>	N: R-CE (Country Estate District) (1968) P-O (Professional Office District) (2004)
	E: R-CE (Country Estate District) (1968) R-2 (Residential District) (1997)
	W: R-T (Mobile Home Park District) (1968)
	S: R-CE (Country Estate District) (1968) PD (Planned Development District) (2011)
<b>Adjacent Land Uses</b>	N: Undeveloped Land / Single Family Residential
	E: Single Family Residential
	W: Single Family Residential / Mobile Home Park
	S: Single Family Residential / Religious Institution / Office

**APPLICABLE PD DEVELOPMENT STANDARDS**

Floor Area Ratio (FAR):	15%
Maximum Building Height:	35 feet
Maximum Impervious:	70%
Open Space:	20%

**Minimum Building Setbacks**

PD Perimeter:	25 feet
Fronting CR 435:	20 feet

Abutting 2 <sup>nd</sup> Street:	0 or 10 feet
Abutting 3 <sup>rd</sup> Street:	0 or 10 feet
Abutting Maple Street:	0 or 10 feet
Abutting Residential Properties:	35 feet

## **SPECIAL INFORMATION**

### **Comprehensive Plan (CP) Amendment**

The property has an underlying Future Land Use Map (FLUM) designation of Office (O). The proposed use is consistent with this designation and all other applicable CP provisions; therefore, a CP amendment is not necessary.

### **Rural Settlement**

The subject property is not located within a Rural Settlement.

### **Joint Planning Area (JPA)**

The subject property is not located within a JPA.

### **Overlay District Ordinance**

The subject property is located within the Buena Vista North District.

### **Environmental**

Development of the added parcels 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).

### **Transportation / Concurrency**

Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan approval 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.

### **Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

**Schools**

A Capacity Enhancement Agreement (CEA) addressing public school capacity issues has been submitted for this project. A determination was made that there is capacity available for this project.

**Specific Project Expenditure Report and Relationship Disclosure Forms**

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

**ACTION REQUESTED**

**Planning and Zoning Commission (PZC) Recommendation – (April 21, 2016)**

**Make a finding of consistency with the Comprehensive Plan and APPROVE the Buena Vista Commons Planned Development / Land Use Plan (PD/LUP), dated "Received March 14, 2016", subject to the following conditions (including added condition #8):**

1. Development shall conform to the Buena Vista Commons Planned Development / Land Use Plan (PD/LUP) dated "March 14, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such 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 March 14, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or

"representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this 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).
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  - a. A waiver from Section 38-1272(d) to permit sixty-six (66) grass (unimproved) parking spaces on PD Lot 3 for Religious Institutions and Religious Institution Ancillary uses; however, the drive isles shall be paved.

- b. A waiver from Section 38-1477 to allow for shared parking between Lots 1, 2 and 3 of the PD, in lieu of the requirement that parking spaces for a land use be provided on the same lot or within 300 feet of the principal entrance as measured along the most direct pedestrian route.
  - c. A waiver from Section 38-1479(a) to permit sixty-six (66) grass (unimproved) parking spaces on PD Lot 3 for Religious Institutions and Religious Institution Ancillary uses; however, the drive isles shall be paved.
8. PD Lot 3 shall be used for ancillary religious uses and shared parking only.
9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 21, 2015, shall apply:
- a. The following waivers from Buena Vista North District Standards found in Orange County Code Chapter 38, Division 9, Subdivision II (Site Development) and Subdivision V (Signage) are granted:
    - 1) A waiver from Orange County Code Section 38-1392.1 to allow a minimum zero (0) foot side setback (internal to the PD) from a thoroughfare roadway facility for existing building #1 only as identified on the Master Sign Plan; in lieu of the required ten (10) foot side setback and twenty (20) foot setback from a thoroughfare roadway facility;
    - 2) A waiver from Orange County Code Section 38-1395.2(1) to allow monument Ground Sign #1 as identified on the Master Sign Plan to have a maximum copy area of one-hundred fifty-two (152) square feet; in lieu of a maximum copy area of ninety-six (96) square feet;
    - 3) A waiver from Orange County Code Section 38-1385.2(2) to allow wall signage on both the eastern and western side of buildings #1 and #2 as identified on the Master Sign Plan, by considering both sides to be primary facades; in lieu of only allowing wall signage on the western side of the buildings, where the customer entrances are located.
  - b. The following waivers from Orange County Code Section 31.5-67(g) related to minimum ground sign right-of-way setbacks are granted:
    - 1) A waiver to allow Ground Sign #1 as identified on the Master Sign Plan to have a minimum one (1) foot right-of-way setback from 3rd Street and a minimum eight (8) foot right-of-way setback from S. Apopka Vineland Road; in lieu of a minimum ten (10) foot right-of-way setback;
    - 2) A waiver to allow the relocated temple sign as identified on the Master Sign Plan to have a minimum eight (8) foot right-of-way setback from S. Apopka Vineland Road; in lieu of a minimum ten (10) foot right-of-way setback; and

- 3) A waiver to allow Ground Sign #3 as identified on the Master Sign Plan to have a minimum five (5) foot right-of-way setback from 3rd Street, in lieu of a minimum ten (10) foot right-of-way setback.
- 4) A waiver from Orange County Code Section 31.5-67(i) is granted to allow multi-tenant Ground Sign #1 as identified on the Master Sign Plan to have a minimum of ten (10) square feet of copy area per tenant; in lieu a minimum of twelve (12) square feet of copy area per tenant.
- c. Wall signage shall only be externally lit by goose neck type lighting fixtures on buildings 1 and 2 facing Apopka Vineland Road.
- d. Wall signage on Apopka-Vineland Road shall be limited to eighteen (18) inch letter size.
- e. All internal lit signs shall only be lit from dusk to 11:00 p.m.
- f. There shall be no wall signage allowed on the west face of building 4 (side facing residential Hidden Valley).
- g. Approval of this PD/LUP (lot reconfiguration) will constitute approval of a lot split.
- h. No permits shall be issued for sign #1 until the property has been re-configured through Orange County Property Appraiser's office to match the lot split that adjusts the lot line for the existing temple building back from the right-of-way line and the existing Temple sign relocation.
- i. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with the Master Sign Plan, Buena Vista North and Chapter 31.5 Code unless waivers have been explicitly granted by the Board of County Commissioners.
- j. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated January 14, 2014, shall apply:
  - 1) The restaurant shall not be occupied before 6:00 a.m. and after 11:00 p.m. (7 days per week). The hours of operation for any child care facility shall be limited to 6:00 am - 8:00pm (7 days per week).
  - 2) Development shall be limited to Professional Office (PO) uses and the following four (4) uses: Church, Restaurant (no drive-thru), Community Center, Fitness Center, Martial Arts and Miscellaneous Aerobic Type Instruction.
  - 3) Pursuant to the approval of a non-substantial change to the PD by the Development Review Committee (DRC) on December 19, 2012, a total of 213 shared parking spaces may be provided.
  - 4) A 6' PVC fence (on the berm) 10' from the west property line next to the Hidden Valley Mobile Home Park. The 10' buffer shall be planted with a hedge 30" in height at planting, and canopy trees (not oak trees) planted 40' on center. A 6' PVC fence shall be provided along the north property line next to the residential

and planted with canopy trees planted 40' on center. A 6' PVC fence shall be provided along 5th Street. Landscaping shall be irrigated and maintained by the owner or Property Owners' Association of this center.

- k. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated May 24, 2011, shall apply:
- 1) A Master Utility Plan (MUP) shall be submitted to Orange County Utilities prior to approval of the first (Preliminary Subdivision Plan/Development Plan) PSP/DP. The MUP must be approved prior to Construction Plan approval.
  - 2) The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
  - 3) Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
  - 4) Outdoor sales, storage and display shall be prohibited.
  - 5) Developer to provide a fifty (50) foot natural buffer to be maintained along the existing residence located to the northwest of the subject property and south of 3rd Street, until the said residential is rezoned to a non-residential use.
  - 6) Full access shall be maintained at 5th Street and Apopka-Vineland Road.
  - 7) Developer shall work with the property owner to the west (on 3rd Street) to limit access issues.

#### **PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

The staff report was presented to the PZC with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Buena Vista Commons Planned Development / Land Use Plan Amendment (PD / LUPA), subject to eight (8) DRC-recommended conditions.

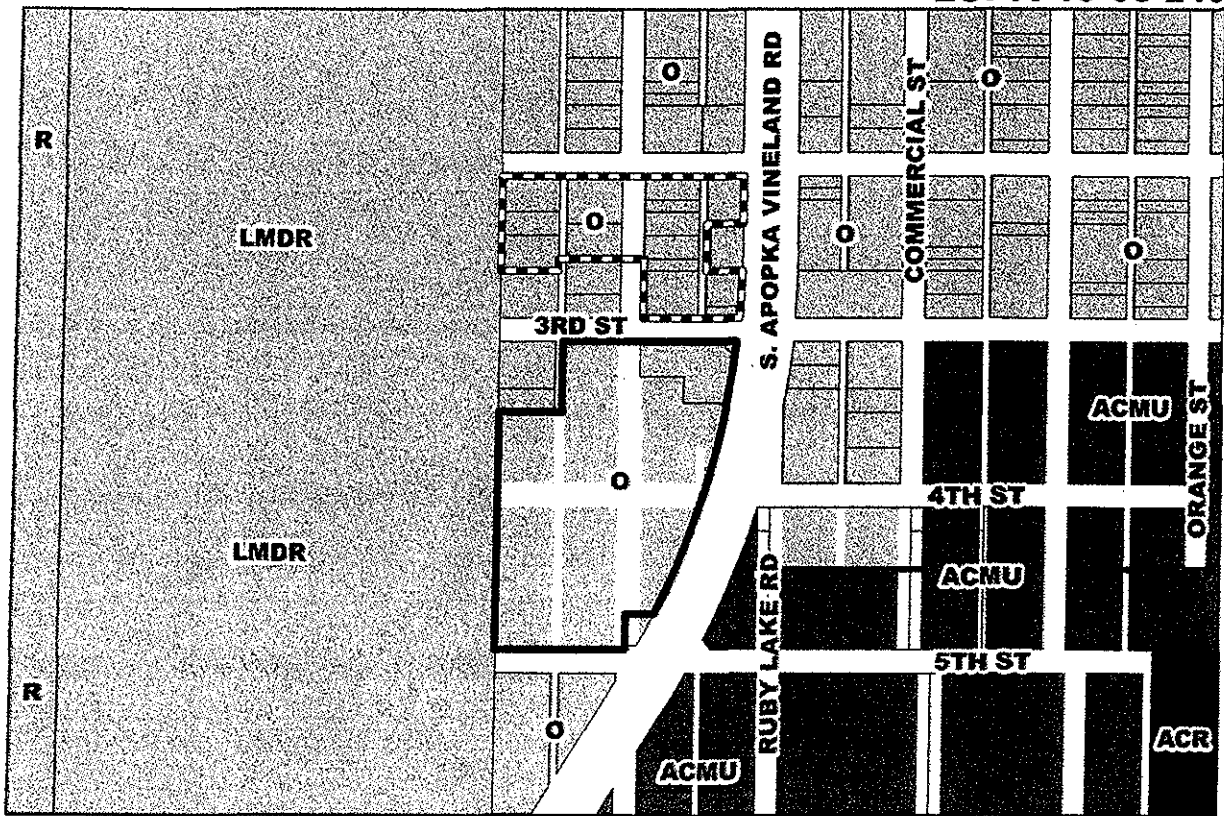
Staff noted that one hundred nineteen (119) notices were sent to property owners within an area extending beyond 500 feet from the subject property, that no commentaries in favor or opposition had been received, and that there had been two (2) community meetings. The applicant, Constance Owens, was present and expressed her support of the staff recommendation.

Following limited discussion, Commissioner Dunn made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Buena Vista Commons Planned Development / Land Use Plan Amendment (PD / LUPA), subject to the DRC-recommended conditions, plus an addition condition that limited uses within PD Lot 3 to ancillary religious uses and shared parking only. The motion was seconded by Commissioner Barrett, and was then carried on an 8-0 vote.

<b>Motion / Second</b>	<i>Jimmy Dunn / Marvin Barrett</i>
<b>Voting in Favor</b>	<i>Jimmy Dunn, Marvin Barrett, Rick Baldocchi, Tina Demostene, Paul Wean, Jose Cantero, JaJa Wade, and Pat DiVecchio</i>
<b>Voting in Opposition</b>	<i>None</i>
<b>Abstaining</b>	<i>Yog Melwani</i>



LUPA-15-08-240



Subject Property  
 PD Boundary



★ Subject Property

### Future Land Use Map

FLUM: Office (O)

APPLICANT: Constance A. Owens,  
Tri3 Civil Engineering Design Studio, Inc.

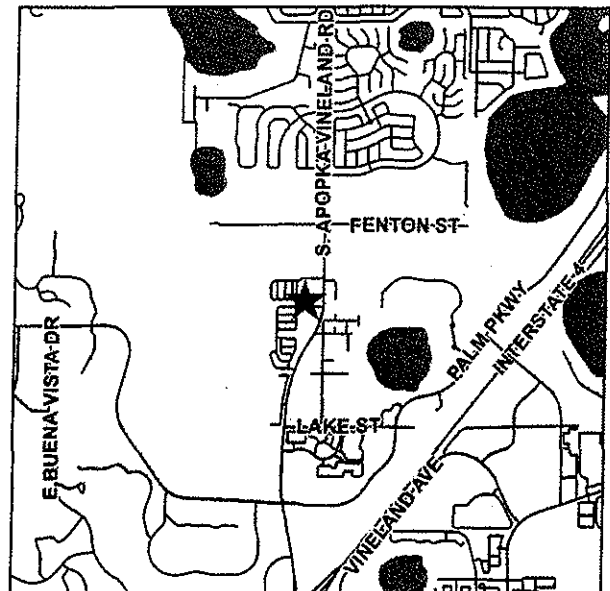
LOCATION: Generally located west of South Apopka  
Vineland Road between 2nd Street and 5th  
Street

TRACT SIZE: 5.93 gross acres (overall PD)  
2.59 gross acres (subject parcels)

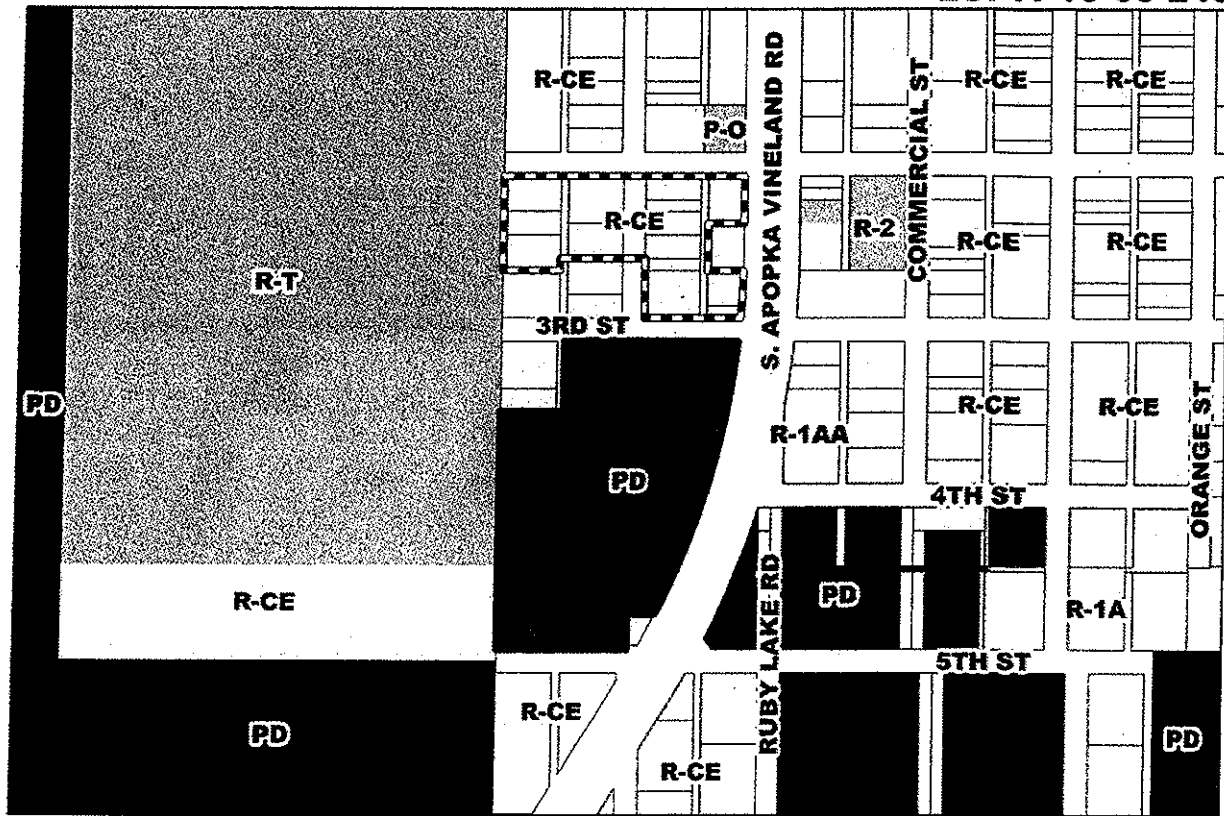
DISTRICT: # 1

S/T/R: 15/24/28

1 inch = 333 feet



LUPA-15-08-240



Subject Property  
 PD Boundary



★ Subject Property

### Zoning Map

**ZONING:** R-CE (Country Estate District) to  
PD (Planned Development District)

**APPLICANT:** Constance A. Owens,  
Tri3 Civil Engineering Design Studio, Inc.

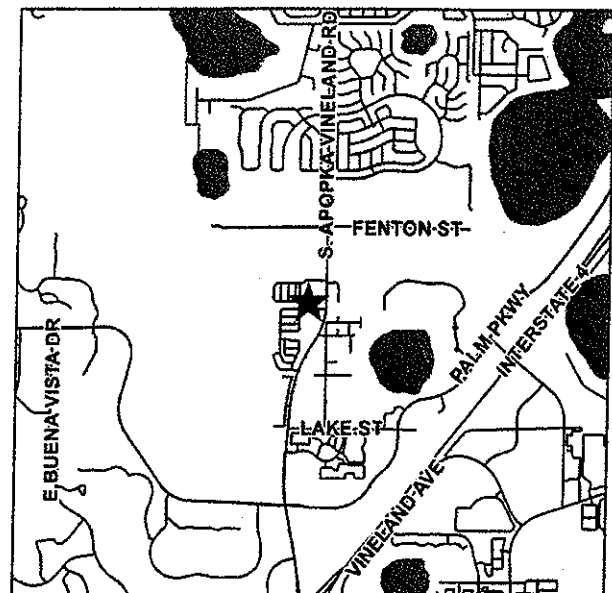
**LOCATION:** Generally located west of South Apopka  
Vineland Road between 2nd Street and 5th  
Street

**TRACT SIZE:** 5.93 gross acres (overall PD)  
2.59 gross acres (subject parcels)

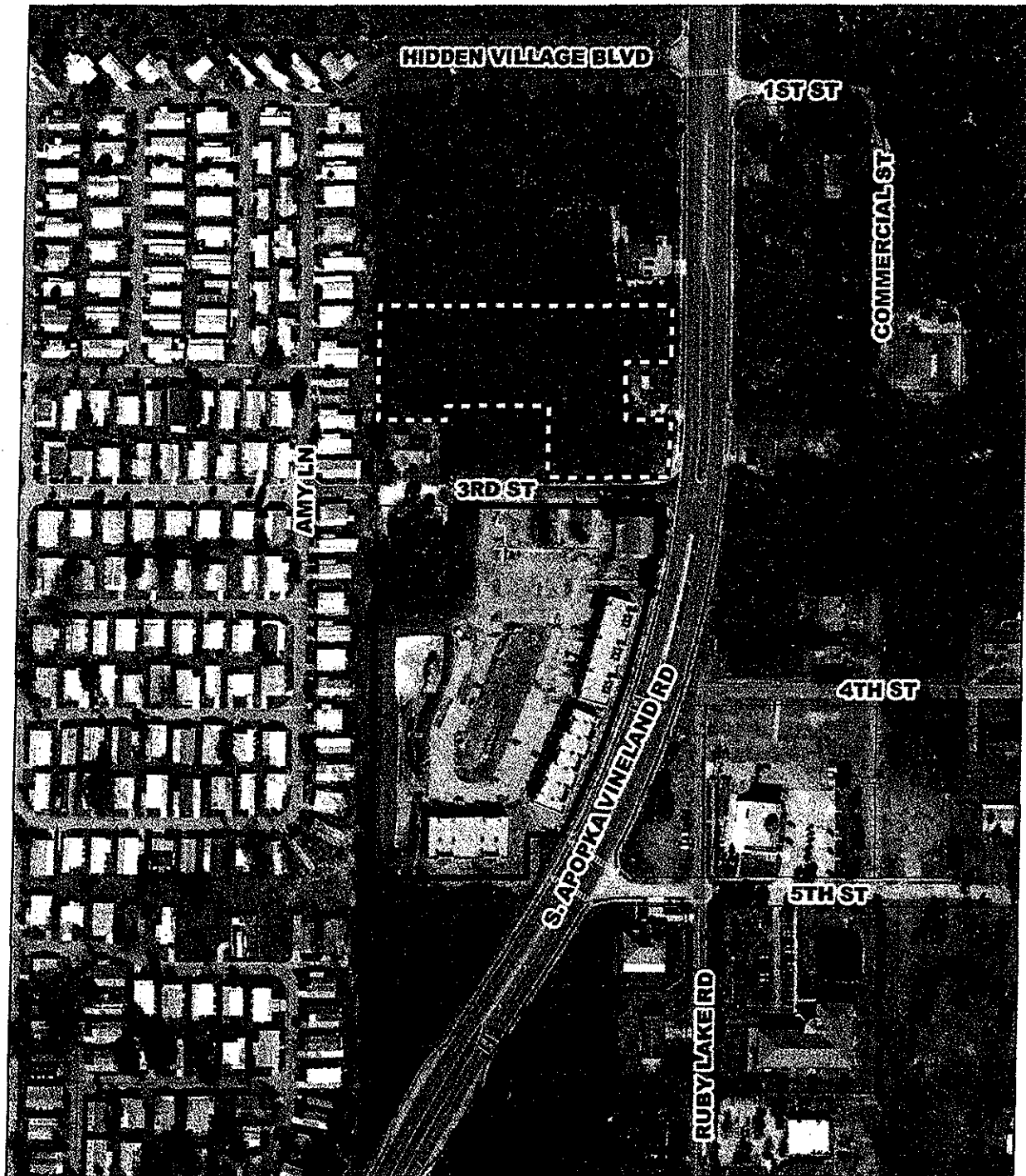
**DISTRICT:** # 1

**S/T/R:** 15/24/28

1 inch = 333 feet



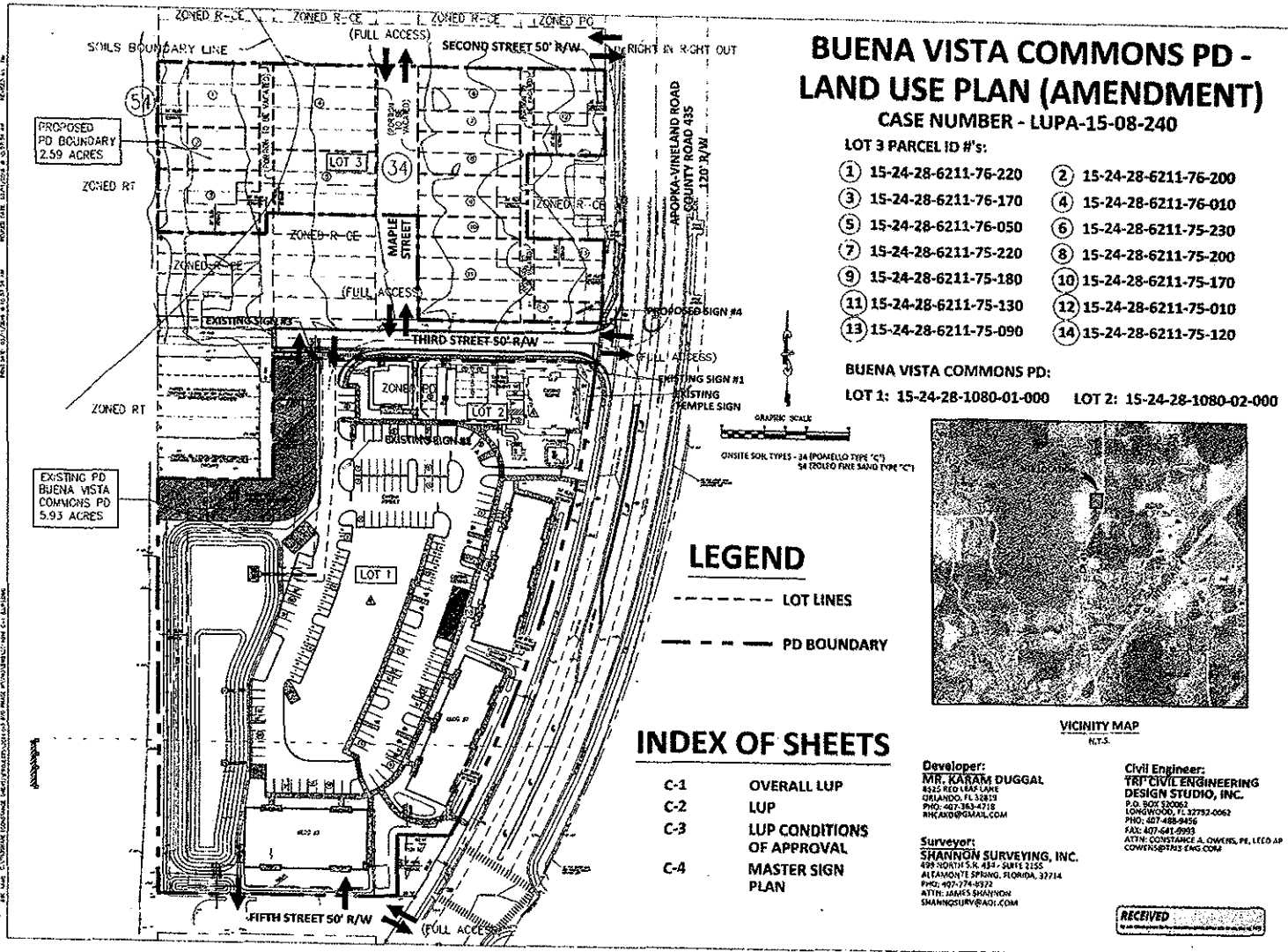
LUPA-15-08-240



 Subject Property  
 PD Boundary



1 inch = 229 feet



# Buena Vista Commons PD/LUP (Cover Sheet)

Rezoning Staff Report  
Case # LUPA-15-08-240  
BCC Hearing Date: July 19, 2016

# Buena Vista Commons PD/LUP



Civil Engineering  
Design Studio, Inc.  
10000 N. 10th Ave., Suite 100  
Phoenix, AZ 85020  
Phone: (602) 998-1111  
Fax: (602) 998-1112  
www.tru-engineering.com

**BUENA VISTA  
COMMONS PD**

Ordinance, Phoenix  
Version 1.0

CONTINGENCY	LAND USE	AREA	PERCENTAGE	TOTAL
1	RESIDENTIAL	1,000,000	100%	1,000,000
2	COMMERCIAL	1,000,000	100%	1,000,000
3	INDUSTRIAL	1,000,000	100%	1,000,000
4	RECREATION	1,000,000	100%	1,000,000
5	OFFICE	1,000,000	100%	1,000,000
6	RETAIL	1,000,000	100%	1,000,000
7	WAREHOUSE	1,000,000	100%	1,000,000
8	MANUFACTURING	1,000,000	100%	1,000,000
9	TRANSPORTATION	1,000,000	100%	1,000,000
10	UTILITY	1,000,000	100%	1,000,000
11	GOVERNMENT	1,000,000	100%	1,000,000
12	EDUCATION	1,000,000	100%	1,000,000
13	HEALTHCARE	1,000,000	100%	1,000,000
14	RESEARCH	1,000,000	100%	1,000,000
15	AGRICULTURE	1,000,000	100%	1,000,000
16	FOREST	1,000,000	100%	1,000,000
17	WATER	1,000,000	100%	1,000,000
18	WASTE	1,000,000	100%	1,000,000
19	HAZARDOUS WASTE	1,000,000	100%	1,000,000
20	OTHER	1,000,000	100%	1,000,000

## LAND USE PLAN

LAND USE	AREA	PERCENTAGE	TOTAL
RESIDENTIAL	1,000,000	100%	1,000,000
COMMERCIAL	1,000,000	100%	1,000,000
INDUSTRIAL	1,000,000	100%	1,000,000
RECREATION	1,000,000	100%	1,000,000
OFFICE	1,000,000	100%	1,000,000
RETAIL	1,000,000	100%	1,000,000
WAREHOUSE	1,000,000	100%	1,000,000
MANUFACTURING	1,000,000	100%	1,000,000
TRANSPORTATION	1,000,000	100%	1,000,000
UTILITY	1,000,000	100%	1,000,000
GOVERNMENT	1,000,000	100%	1,000,000
EDUCATION	1,000,000	100%	1,000,000
HEALTHCARE	1,000,000	100%	1,000,000
RESEARCH	1,000,000	100%	1,000,000
AGRICULTURE	1,000,000	100%	1,000,000
FOREST	1,000,000	100%	1,000,000
WATER	1,000,000	100%	1,000,000
WASTE	1,000,000	100%	1,000,000
HAZARDOUS WASTE	1,000,000	100%	1,000,000
OTHER	1,000,000	100%	1,000,000

C-2  
Page 2 of 4

## BUENA VISTA COMMONS PD - LAND USE PLAN (AMENDMENT)

### LAND USE DATA TABLE

LAND USE	PROPOSED ACRES (100)
Single-Family Detached (SFD)	5,487
Single-Family Attached (SFA)	8,803
Medium-Density Residential (MDR)	8,871
High-Density Residential (HDR)	12,500
Neighborhood Office (NO)	11,144
Neighborhood Retail (NR)	7,247
Neighborhood Industrial (NI)	3,800
<b>TOTAL</b>	<b>57,161</b>

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CASE NUMBER - LUPA-15-08-240

# Buena Vista Commons - Master Sign Plan (MSP)



Civil Engineering  
Design Studio, Inc.  
415 S. W. 10th Ave.  
Fort Lauderdale, FL 33304  
Phone: (954) 561-1234  
Fax: (954) 561-1235  
www.tri3.com

**BUENA VISTA  
COMMONS PD**

Officer: [Name]  
Supervisor: [Name]

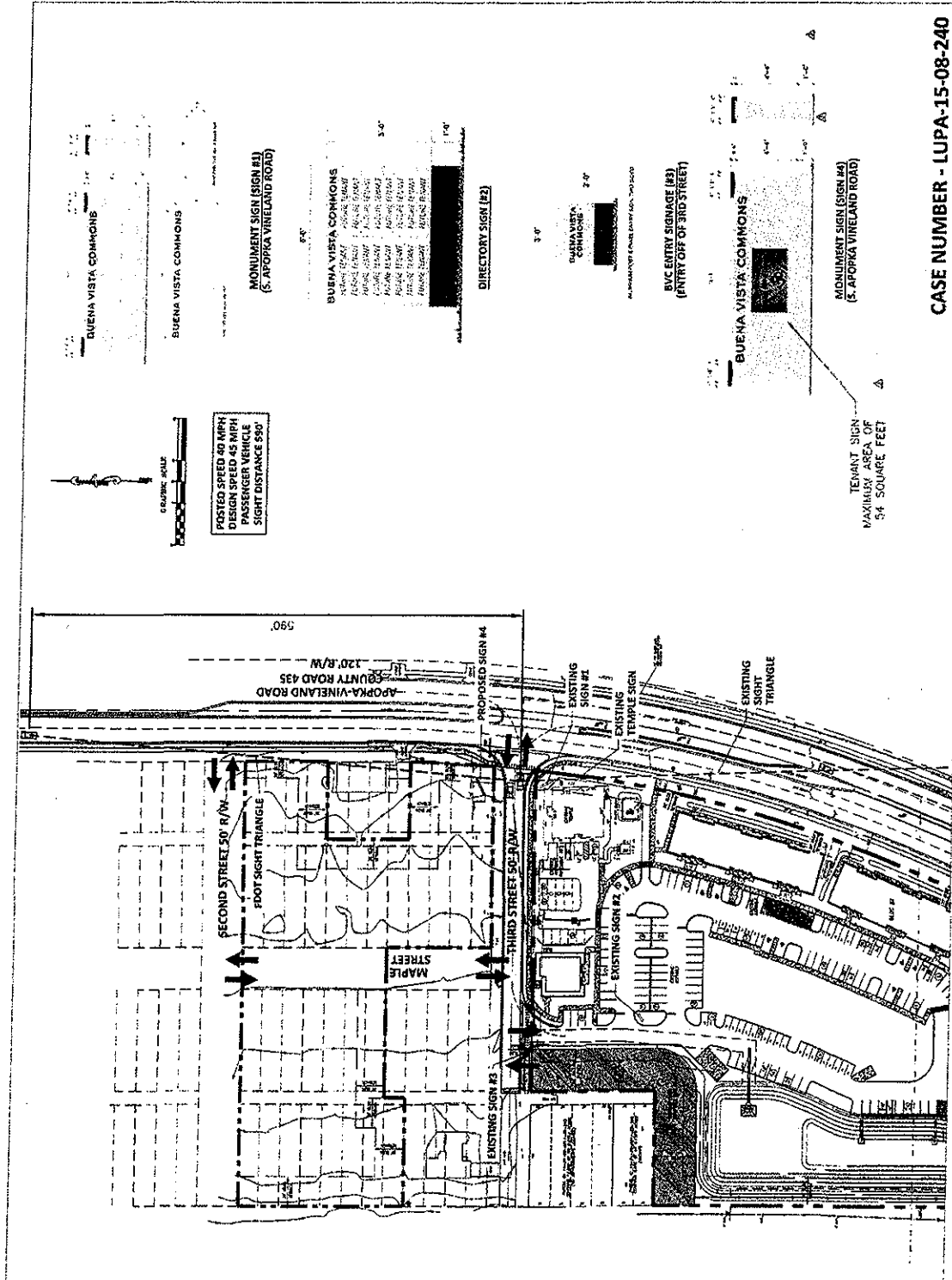
CONTRACT NO. 15-08-240  
DATE: 07/17/16  
PROJECT: BUENA VISTA COMMONS PD

NO.	DATE	DESCRIPTION
1	07/17/16	15-08-240
2	07/17/16	15-08-240
3	07/17/16	15-08-240

**MASTER  
SIGN  
PLAN**

NO.	DATE	DESCRIPTION
1	07/17/16	15-08-240
2	07/17/16	15-08-240
3	07/17/16	15-08-240

C-4  
Page 4 of 4



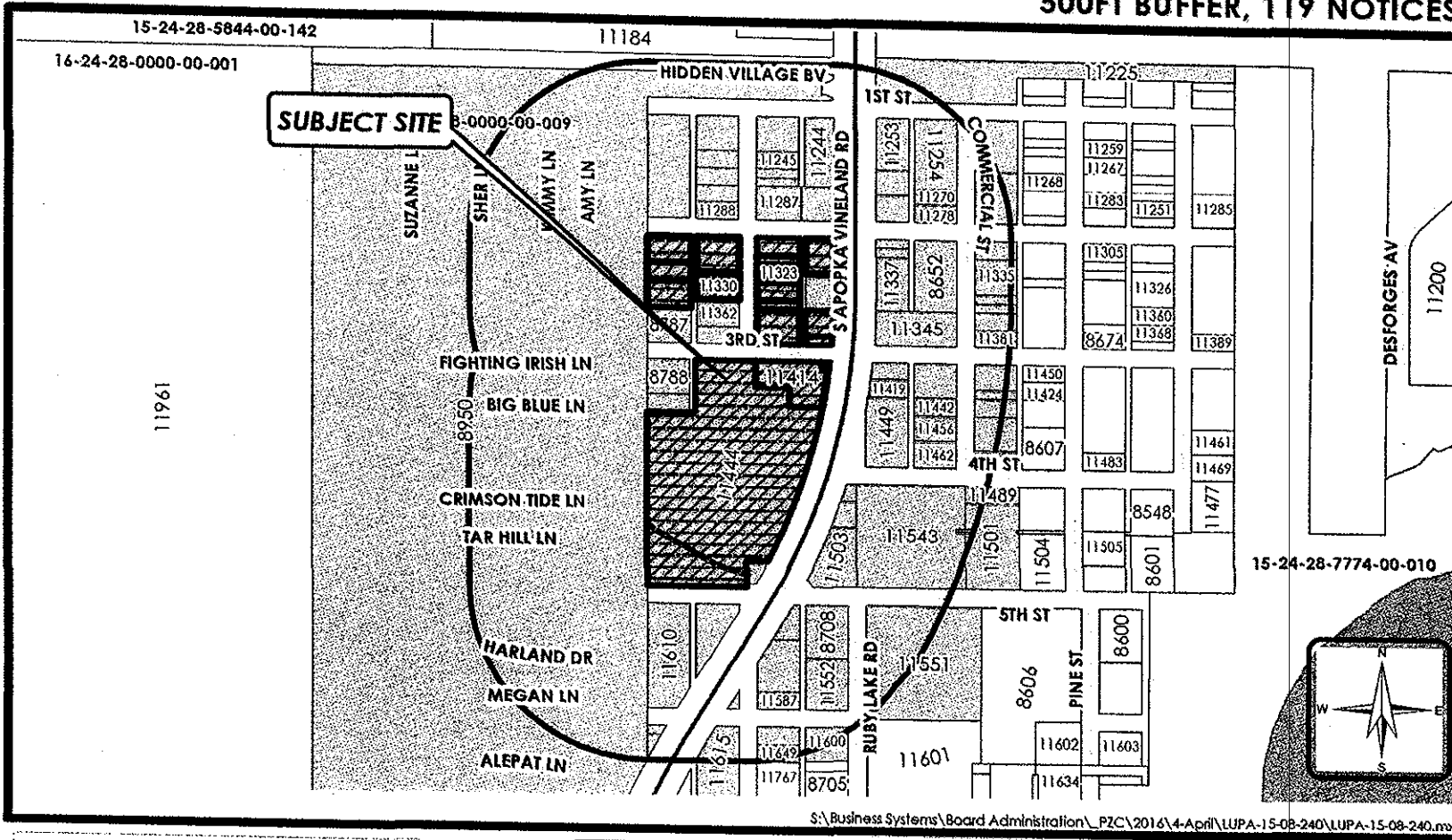
CASE NUMBER - LUPA-15-08-240



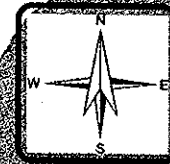
# Public Notification Map

LUPA-15-08-240

500FT BUFFER, 119 NOTICES

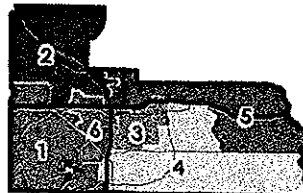


## Notification Map



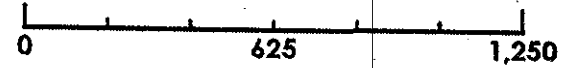
### MAP LEGEND

- SUBJECT
- NOTIFIED PARCELS
- 500FT BUFFER
- PARCELS
- HYDROLOGY



1 inch = 399 feet

Feet




Rezoning Staff Report  
Case # LUPA-15-08-240  
BCC Hearing Date: July 19, 2016



**Interoffice Memorandum**

July 7, 2016

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

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

**CONTACT PERSON:** John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

**SUBJECT:** July 19, 2016 - Public Hearing  
Jim Hall, VHB, Inc.  
Kurtyka Planned Development (PD)  
Case # LUP-14-03-069 / District 3

The Kurtyka Planned Development (PD) is located at 2004 Gregory Road; or generally on the west side of Gregory Road, approximately 1,300 feet south of Berry Dease Road. With the original request, the applicant was seeking to rezone the subject parcel from A-2 (Farmland Rural District) to PD (Planned Development District) in order to construct 45 single-family lots with detached dwelling units. To date, two (2) project-specific community meetings have been held for this request.

The original request received a recommendation of approval by the Development Review Committee (DRC) on December 2, 2015; however the Planning and Zoning Commission (PZC) recommended denial on January 21, 2016 due to perceived compatibility issues with adjacent rural properties.

Subsequent to the January 21, 2016 PZC public hearing and prior to requesting a final public hearing before the Board of County Commissioners (BCC), PD/LUP refinements were made by the applicant to more effectively address compatibility concerns. Following further discussions with District 3 Commissioner Pete Clarke, the applicant submitted a revised PD/LUP that reduced proposed residential units from 45 to 43; reduced density from 2.6 du/ac to 2.4 du/ac; increased the depth of the northern/eastern PD perimeter buffer from fifty feet (50') to one-hundred feet (100'); increased the minimum width of lots adjacent to the eastern PD perimeter buffer from one-hundred feet (100') to one-hundred seventy feet (170'); and increased the minimum width of all remaining lots from forty feet (40') to fifty feet (50').



The Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/UNP may be found in the Planning Division for further reference.

Finally, this public hearing will be continued from July 12, 2016 to July 19, 2016 by the BCC, with the applicant's concurrence.

**ACTION REQUESTED:**                      **Make a finding of inconsistency with the Comprehensive Plan and DENY the Kurtyka Planned Development / Land Use Plan (PD/LUP) as recommended by the PZC on January 21, 2016. District 3**

**OPTIONAL ACTION:**                      **Make a finding of consistency with the Comprehensive Plan and APPROVE the Kurtyka Planned Development / Land Use Plan (PD / LUP) dated "Received April 5, 2016", subject to the conditions listed on pages 19-21 in the Staff Report, and final review of the PD/LUP by the DRC. District 3**

Attachments

**GENERAL INFORMATION**

<b>APPLICANT</b>	Jim Hall, VHB, Inc.
<b>OWNER</b>	Richard J. Kurtyka
<b>PROJECT NAME</b>	Kurtyka Planned Development (PD)
<b>HEARING TYPE</b>	Planned Development / Land Use Plan (PD / LUP)
<b>REQUEST</b>	<b>A-2</b> (Farmland Rural District) <b>to</b> <b>PD</b> (Planned Development District)  <i>A request to rezone one (1) parcel containing 17.59 gross acres from A-2 to PD with a development program consisting of 45 conventional single-family detached residential dwelling units. No waivers from the Orange County Code have been requested.</i>
<b>LOCATION</b>	2004 Gregory Road; or generally located on the west side of Gregory Road, approximately 1,300 feet south of Berry Dease Road
<b>PARCEL ID NUMBER</b>	06-23-31-0000-00-008
<b>TRACT SIZE</b>	17.59 gross acres
<b>PUBLIC NOTIFICATION</b>	The notification area for this public hearing extended well beyond 1,100 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Six hundred thirty-three (633) notices were mailed to those property owners in the mailing area. Two (2) community meetings were also held for this request on Wednesday, June 4, 2014 and Monday, February 23, 2015 (see community meeting summary below).
<b>PROPOSED USE</b>	Forty-five (45) lots with conventional single-family detached residential dwelling units.

**STAFF RECOMMENDATION**

**Development Review Committee – (December 2, 2015)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Kurtyka Planned Development / Land Use Plan (PD/LUP), dated "Received December 3, 2015", subject to the following conditions:**

1. Development shall conform to the Kurtyka Planned Development / Land Use Plan

(PD/LUP) dated "Received December 3, 2015," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received December 3, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. 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.
5. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination and a Conservation Area Impact Permit. Approval of this plan does not permit any proposed conservation impacts.

6. There shall be no access to the site from Gregory Road.
7. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of September 9, 2014.
  - 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 shall again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
  - c. Developer, or its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
  - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
  - e. At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
8. The Developer shall obtain water and wastewater service from Orange County Utilities.
9. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
10. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The applicant is requesting to rezone the 17.59-acre subject property from A-2 (Farmland Rural District) to PD (Planned Development District) in order to develop 45 conventional single-family detached residential dwelling units. The proposed PD is consistent with the pending Rural Residential Enclaves Small Area Study recommendations, and more specifically with the Berry Dease Study Area recommendations that are aimed at minimizing adverse impacts to adjacent rural properties, while maintaining a compatible land use pattern.

### **Comprehensive Plan (CP) Consistency**

The subject property has an underlying Future Land Use Map (FLUM) designation of Low Density Residential (LDR), which allows for a maximum of four (4) dwelling units per acre. The proposed PD zoning district and development program of 45 dwelling units on 17.59 acres (2.6 du/acre) is consistent with the FLUM designation and the following CP provisions:

**OBJ FLU8.2** - Compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

**FLU8.2.1** – Land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through appropriate development order to ensure compatibility.

**FLU8.2.11** – Compatibility may not necessarily be determined to be a land use that is identical to those that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well as its contribution toward the Goals and Objectives in the CP.

### **Community Meeting Summaries**

Two project-specific community meetings were held for this application. The first meeting was held at the Legacy Middle School Cafeteria on Wednesday, June 4, 2014, without Orange County planning staff. District 3 Commissioner Pete Clarke, and applicant representatives, and approximately seventy (70) property owners were present with attendees adamantly opposing the project, raising concerns regarding density, lot size, impacts to the existing rural character/agricultural uses, and traffic impacts. The follow-up community meeting was held on Monday, February 23, 2015, at Deerwood Elementary School. Attendees continued to express opposition the project because it is incompatible with the existing large lot/rural development pattern of the area.

## **SITE DATA**

**Existing Use**

Undeveloped Land

**Adjacent Zoning**

N: A-2 (Farmland Rural District) (1957)

E: A-2 (Farmland Rural District) (1957)  
W: A-2 (Farmland Rural District) (1957)  
S: PD (Planned Development District) (2004)  
(Econ Landing PD)

**Adjacent Land Uses**

N: Undeveloped Land  
E: Undeveloped Land / Manufacture Homes / Single Family Homes  
W: Central Florida Greenway (State Road 417)  
S: 210 Townhome Units (*under construction*)

**APPLICABLE PD DEVELOPMENT STANDARDS**

Minimum Living Area: 1,200 square feet  
Maximum Building Height: 35 feet / 2 stories  
Minimum Lot Size: 21,780 square feet (*north and east perimeter lots*)  
4,800 square feet (*other lots*)  
Minimum Lot Width: 100 feet (*north and east perimeter lots*)  
40 feet (*other lots*)  
Minimum Lot Depth: 230 feet (*north and east perimeter lots*)  
120 feet (*other lots*)

**Minimum Building Setbacks**

Front: 20 feet  
Rear: 75 feet (*north and east perimeter lots*)  
20 feet (*other lots*)  
Side: 5 feet  
Street side: 15 feet  
PD perimeter: 25 feet  
SR 417: 75 feet

**SPECIAL INFORMATION**

**Subject Property Analysis**

The applicant is requesting to rezone the 17.59-acre subject property from A-2 (Farmland Rural District) to PD (Planned Development District) in order to develop up to 45 single-family residential dwelling units.

To address compatibility concerns, the applicant has proposed a variety of lot sizes, with larger lots (1/2-acre minimum) located along the northern and eastern PD boundaries adjacent to existing A-2 zoned parcels. In addition, the PD/LUP reflects a 50-foot wide buffer and minimum 75-foot building setbacks along the northern and eastern perimeter. Smaller lots, with a minimum lot size of 4,800 square feet, are proposed within the remaining portion of the PD. Lastly, vehicular access from Gregory Road is prohibited, with all access to the project extending from Curry Ford Road to the south, and through the adjacent Econ Landings Planned Development (PD).

#### **Comprehensive Plan (CP) Amendment**

The proposed PD zoning provides for the development of 45 conventional single-family detached residential dwelling units. This proposed PD is consistent with the property's underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation, and with pending Rural Residential Enclave Small Area Study CP policies. As a result, a CP amendment is not required.

#### **Rural Enclave Small Area Study**

Prompted in part by applications to rezone properties within four (4) rural enclaves located inside or near the County's Urban Service Area (USA), the Orange County Planning Division initiated a Small Area Study in 2015 for the identified enclaves to evaluate alternative planning strategies aimed at balancing reasonable growth demands with appropriate neighborhood compatibility measures. One of the rural enclaves is recognized as the Berry Dease Study Area, and generally includes lands bounded by S.R. 417 to the west, the Little Econ River to the east, Lake Underhill Road to the north and Curry Ford Road to the south.

Despite being located within the County's USA and designated LDR (up to 4 dwelling units per net acre) on the Future Land Use, the existing development pattern of larger rural lots has been historically maintained within the Berry Dease Study Area. Consistent with A-2 zoning standards, existing lots generally range in size from one (1) acre to twenty (20) acres, and continue to provide for a variety of agricultural and equestrian activities. However, beginning in 2012 with the approval of the Econ Landing Planned Development (PD) located immediately north of Curry Ford Road and west of S.R. 417, the County has received rezoning applications for more urbanized projects.

The proposed Kurtyka PD, located within the Berry Dease Study Area, was initially submitted on March 20, 2014, with a request to construct up to sixty-eight (68) single-family residential units on 17.69 acres (a density of 3.87 units per acre). The initial request also reflected a minimum lot size requirement of 4,800 square feet and a standard 25-foot PD perimeter setback.

In addition to the two (2) community meetings held specifically for the proposed Kurtyka PD, Orange County staff also facilitated four (4) community workshops for the Berry Dease Study Area. The workshops were on January 13, 2015, February 5, 2015, June 29, 2015, and October 29, 2015. Throughout the workshop process, staff strived to build community consensus on reasonable and equitable development opportunities.

At the 1<sup>st</sup> workshop, staff presented the purpose of the Small Area Study effort and discussed existing site conditions. Residents also provided information concerning important community characteristics.

During the 2<sup>nd</sup> workshop, staff presented a summary of the previously collected workshop information, along with a preliminary Berry Dease Study Area boundary. At the request of residents, staff also provided an overview of the wetland and conservation determination process. Workshop attendees generally consisted of property owners seeking maximize their development opportunities, or those wanting to retain existing rural densities and large lot development patterns (e.g., 1 or 2-acre minimums). At the conclusion of the workshop, no compromise between the two factions was achieved.

At the request of Commissioner Clarke, a 3<sup>rd</sup> unscheduled community workshop was held on June 29, 2015. During this special meeting, staff presented various design options with specific design standards aimed at retaining existing rural character and ensuring development compatibility through the use of transitional land use and buffering techniques. The options included the establishment of 1) "Like-to-like" lot sizes along the perimeter with smaller lots located internally; 2) a minimum 25-foot wide landscaped perimeter buffer adjacent to minimum one-acre lots, with smaller lots located internally or along S.R. 417; and 3) a minimum 50-foot wide landscaped perimeter buffer adjacent to minimum half-acre lots, with smaller lots located internally or along S.R. 417. In addition to transitional techniques, staff also presented the following examples of rural design standards for the community's consideration:

- 1) *Providing a maximum lot coverage within perimeter lots;*
- 2) *Allowing rural-style fencing only along project perimeters (no walls);*
- 3) *Prohibiting gated communities; and*
- 4) *Requiring all residential lots less than a ½-acre in size to be located within internal project areas, excluding adjacent rights-of-way along S.R 417.*

Despite staff efforts to build community consensus, a majority of the ~30 residents in attendance continued to express the need to limit all new residential development to minimum one-acre lots. During the 4<sup>th</sup> and final Small Area Study workshop, various other rural design standard options were presented, but no consensus was reached.

Following the 3<sup>rd</sup> Berry Dease Study Area community workshop, the applicant submitted a revised Kurtyka PD/LUP, which reduced the original amount of proposed lots from 68 to 45, and maximum residential density from 3.87 units per net acre to 2.6 units per net acre. The applicant also agreed to add many of the rural design standards presented by staff at the June 29, 2015, community workshop.

The Kurtyka PD/LUP, as recommended for approval by the DRC, is consistent with the pending Berry Dease Study Area design criteria recommendations.

#### **Rural Settlement**

The subject property is not located within a Rural Settlement.



**Joint Planning Area (JPA)**

The subject property is not located within a JPA.

**Overlay District Ordinance**

The subject property is not located within an Overlay District.

**Airport Noise Zone**

The subject property is not located within an Airport Noise Zone.

**Environmental**

The subject property contains Class III wetlands, as determined by approved Conservation Area Determination CAD-14-03-016. A Conservation Area Impact (CAI) permit is required for any proposed conservation area encroachments, and shall be approved by the BCC prior to, or concurrently with, a public hearing for the Preliminary Subdivision Plan (PSP).

Development of the subject property shall also comply with all state and federal regulations regarding endangered, threatened, or species of special concern. The Environmental Assessment report dated December 26, 2013, indicated that gopher tortoise burrows were observed on site. The property is also within the sand skink consultation area. The applicant is responsible for obtaining and required habitat permits from the U.S. Fish and Wildlife Service and/or the Florida Fish and Wildlife Conservation Commission.

**Transportation / Concurrency**

Based on the Concurrency Management System database dated April 1, 2015, Curry Ford Road, between Econlockhatchee Trail and the Central Florida Greenway (SR 417), is failing and additional trips cannot be encumbered. Therefore, the applicant will be required to submit a traffic study for review and approval by the Transportation Planning Division prior to obtaining an approved Capacity Encumbrance Letter (CEL). This information is dated and is subject to change.

In addition, unless the property is otherwise vested or exempt, the applicant must apply for and obtain a 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.

**Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Unavailable

**Schools**

Capacity Enhancement Agreement (CEA) OC-14-015 applies to this project. The CEA has been fully executed.

**Parks**

Orange County Parks and Recreation staff reviewed the 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**

**Planning and Zoning Commission (PZC) Recommendation – (January 21, 2016)**

Make a finding of inconsistency with the Comprehensive Plan and recommend **DENIAL** of the Kurtyka Planned Development / Land Use Plan (PD / LUP).

**PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS**

The staff report was presented to the Planning and Zoning Commission with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Kurtyka Planned Development / Land Use Plan (PD / LUP), subject to the 10 recommended Development Review Committee (DRC) conditions, plus the following new Condition (#11) to address specific transitional land use techniques and rural design standards aimed at achieving compatibility with the adjacent Berry Dease neighborhood:

*11. The project shall incorporate the following design standards aimed at retaining existing rural character and ensuring development compatibility:*

- a. All access shall be provided through the adjacent Econ Landing PD to the south only;*
- b. Minimum 50-foot wide, naturally landscaped and enhanced buffer tracts, that are owned and maintained by an HOA, shall be provided along any PD perimeter that abuts existing rural properties or boundaries;*
- c. Minimum ½-acre residential lots shall be located adjacent to all HOA-owned and maintained perimeter buffer tracts;*
- d. Primary structure lot coverage within all minimum ½-acre lots shall not exceed 15%;*

- e. *Rural-style fencing only (no walls) shall be permitted along residential lots abutting perimeter buffer tracts, or along the PD perimeter;*
- f. *Gated development is prohibited; and*
- g. *Residential development shall consist of detached single-family units only.*

Staff noted that six hundred thirty-three (633) notices were sent to property owners within an area extending beyond 1,100 feet from the subject property, and that a total of twenty-five (25) commentaries regarding the request had been received, all in opposition. Concerns of compatibility with the area's rural character and lifestyle were expressed. Staff also indicated that two (2) community meetings for the request were held on June 4, 2014, and February 23, 2015. Attendees expressed opposition to the project who feel it is incompatible with the existing rural character of the area.

Prior to the Kurtyka PD public hearing, a work session was held with the PZC to introduce a staff-initiated Rural Enclaves Small Area Study and Neighborhood Plan for four (4) rural neighborhoods in the County. The Small Area Study effort was prompted in part by previous applications to rezone properties within the enclaves, and its purpose is to evaluate alternative planning strategies and Comprehensive Plan (CP) amendments aimed at balancing reasonable growth demands and compatibility measures within each neighborhood. One of the subject rural enclaves includes the Berry Dease Neighborhood, within which the subject Kurtyka PD is located.

During the Kurtyka PD public hearing, staff reiterated that six (6) community meetings for either the broader Berry Dease neighborhood Rural Enclaves Small Area Study or the specific Kurtyka PD/LUP had been held, but that consensus among property owners in the neighborhood on an approach for achieving a balanced and compatible development framework had not been achieved. As it pertains to this request, staff also indicated that the applicant had proactively revised their application by reflecting the transitional land use techniques and rural design standards addressed by new Condition #11, and that the proposed PD was consistent with the draft Rural Enclaves Small Area Study recommendations for the Berry Dease neighborhood. Finally, the PZC was reminded by staff that CP Policy FLU8.2.11 clearly states that "*compatibility may not necessarily be determined to be a land use that is identical to those that surround it*", and that "*other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project, and its function in the broader community*".

The applicant, Jim Hall, was present and expressed support for the staff recommendation. Mr. Hall also restated their efforts to ensure compatibility through the use of the transitional land use techniques and rural design standards outlined by staff and the draft Rural Enclaves Small Area Study recommendations.

Following the applicant's presentation, Chairperson Demostene opened the hearing for public comment. Although a few neighborhood property owners or their representatives were present to speak in favor of the request, a majority of residents spoke in opposition. In summary, those in opposition noted and described the unique rural character of the Berry Dease neighborhood, and felt that even with a commitment by the applicant to establish a 50-foot landscaped perimeter buffer adjacent to minimum half-acre lots, and

the other rural design / access conditions, the project would be highly incompatible. Some speakers also expressed fear that approval would set a precedent for similar requests.

Following approximately two (2) hours of public testimony, lengthy discussion among PZC members ensued, with much time devoted to the question of consistency with the Comprehensive Plan and compatibility. Despite efforts by staff to remind the PZC of the property's underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation which allows consideration of a maximum density of 4 residential dwelling units per acre, and the applicability of Policy FLU8.2.11 which recognizes that compatibility can be achieved through project design and form, a majority of commissioners were not satisfied that the request adequately passed the consistency and/or compatibility test.

In support of the application, Commissioner Dunn noted the property's location within the Urban Service Area (USA) and consistency with the Low Density Residential (LDR) Future Land Use Map (FLUM) designation. He also acknowledged the applicant's compromises and felt that the plan reflected an appropriate transition between the higher densities to the south, and the lower densities within the rural enclave. Commissioner Cantero also supported the request, stating that the property was located within the USA, was not located in a Rural Settlement, and even though the Rural Enclaves Study recommendations had not been formally adopted into the CP, the applicant agreed with the draft compatibility measures.

Commissioner Barrett strongly supported those residents in opposition, stating that the request was incompatible and that it was unfair that a developer could "come in and change the style of living" for those in the neighborhood. He further stated his personal opinion that "we sometimes have to realize what the residents in the community want, and quit leaning everything towards a developer". Commissioner Wean also expressed strong opposition, because the applicant "had not met the burden of proof" for compatibility, and because of uncertain traffic impacts. He further stated that his opinion was not based on the pending Rural Enclaves Study staff recommendations.

Although Commissioners DiVecchio and Baldocchi eventually supported a motion to deny, they found some merit to the applicant's request. More specifically, Commissioner DiVecchio recognized the "unique situation" in that the property was located within the Urban Service Area (USA) along S.R. 417, was designated Low Density Residential (LDR) on the Future Land Use Map, and was immediately adjacent to higher residential densities to the south. He felt that the applicant "did a good job of attempting to work with neighbors", but found that the proposed density would be incompatible with adjacent rural properties. Commissioner Baldocchi noted that the subject property appeared to be under the same ownership since 1984 or beyond, and that their long-time expectations and development rights should also be considered. He also recognized that in accordance with Policy FLU8.2.11, project compatibility was not solely achieved by providing identical land uses to those that surround it. Finally, Commissioner Baldocchi noted that despite failure to reach consensus among all neighborhood residents, he felt that a compromise was close.

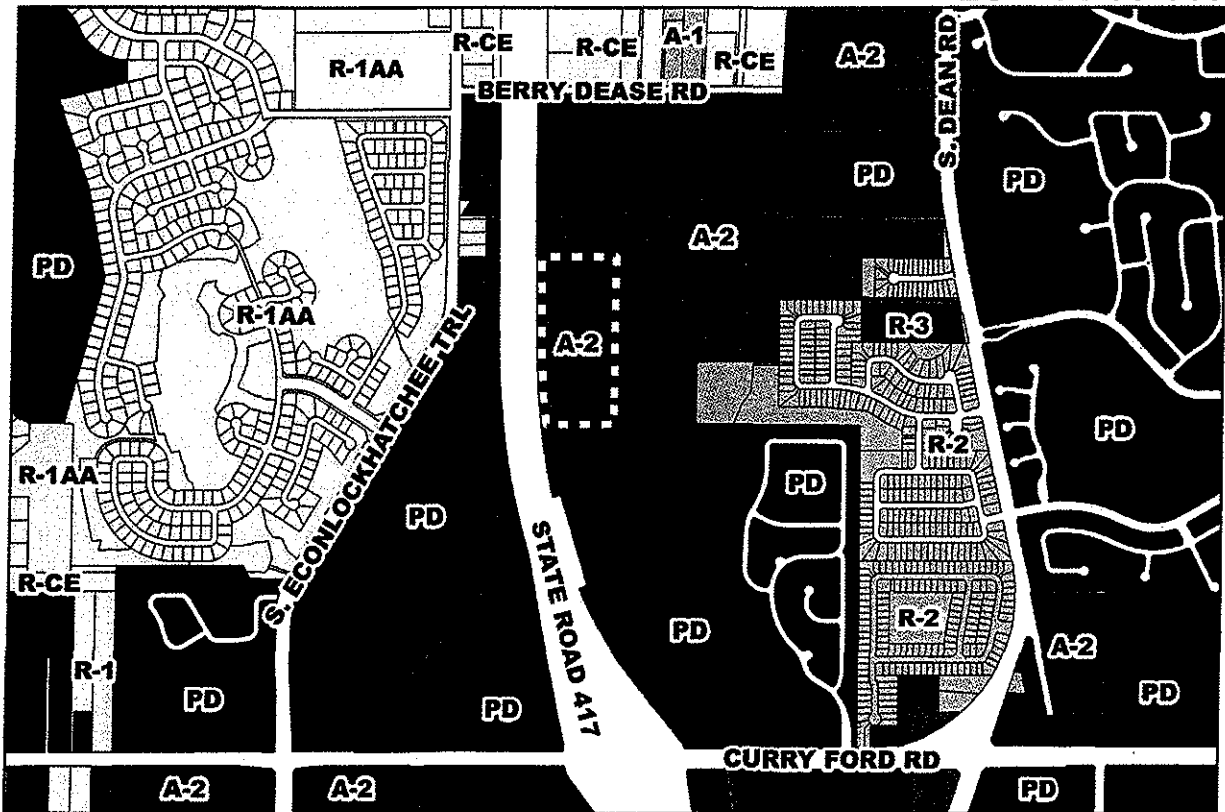
In her comments, Commissioner Demostene stated that "the neighbors proved beyond a shadow of a doubt" that the project was incompatible by pointing out differences in proposed lot sizes, lot widths, and residential density. She also recognized that "the developer made great efforts and reasonable compromises", but that it just did not go far

enough to address compatibility. As an example, Commissioner Demostene felt that providing minimum 130-foot wide lots along the proposed perimeter landscaped buffer was an improvement, but suggested that minimum 160-165 foot wide lots would be a better compromise. Regarding internal lots, she also believed that minimum 40-foot wide lots were too small and suggested minimum ¼-acre lot sizes or 50-foot wide lot widths. When asked to comment on suggested modifications, the applicant indicated that the perimeter minimum lot widths could be increased to 160 feet, but that a commitment for increased internal lot sizes could not be provided without owner/client authorization.

At the conclusion of lengthy discussion, Commissioner Wean made a motion to find the request to be inconsistent with the Comprehensive Plan and recommended **DENIAL** of the Kurtyka Planned Development / Land Use Plan (PD/LUP). The motion was seconded by Commissioner Barrett, and was then carried on a 6–2 vote, with Commissioners Dunn and Cantero voting in opposition.

<b>Motion / Second</b>	Paul Wean / Marvin Barrett
<b>Voting in Favor of Motion</b>	Paul Wean, Marvin Barrett, Tina Demostene, Jaja Wade, Rick Baldocchi, and Pat DiVecchio
<b>Voting Against Motion</b>	Jose Cantero and James Dunn
<b>Absent</b>	Yog Melwani

LUP-14-03-069



Subject Property



Subject Property

### Zoning Map

**ZONING:** A-2 (Farmland Rural District) to  
PD (Planned Development District)

**APPLICANT:** Jim Hall, VHB, Inc.

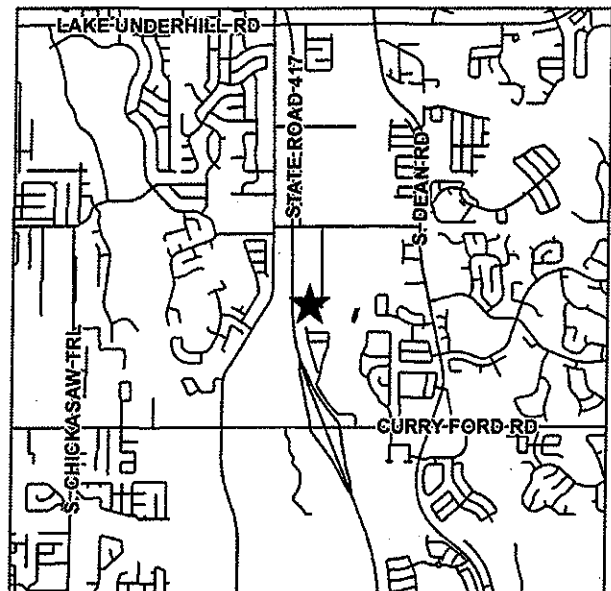
**LOCATION:** 2004 Gregory Road; or generally located  
on the west side of Gregory Road,  
approximately 1,300 feet south of Berry  
Dease Road

**TRACT SIZE:** 17.59 gross acres

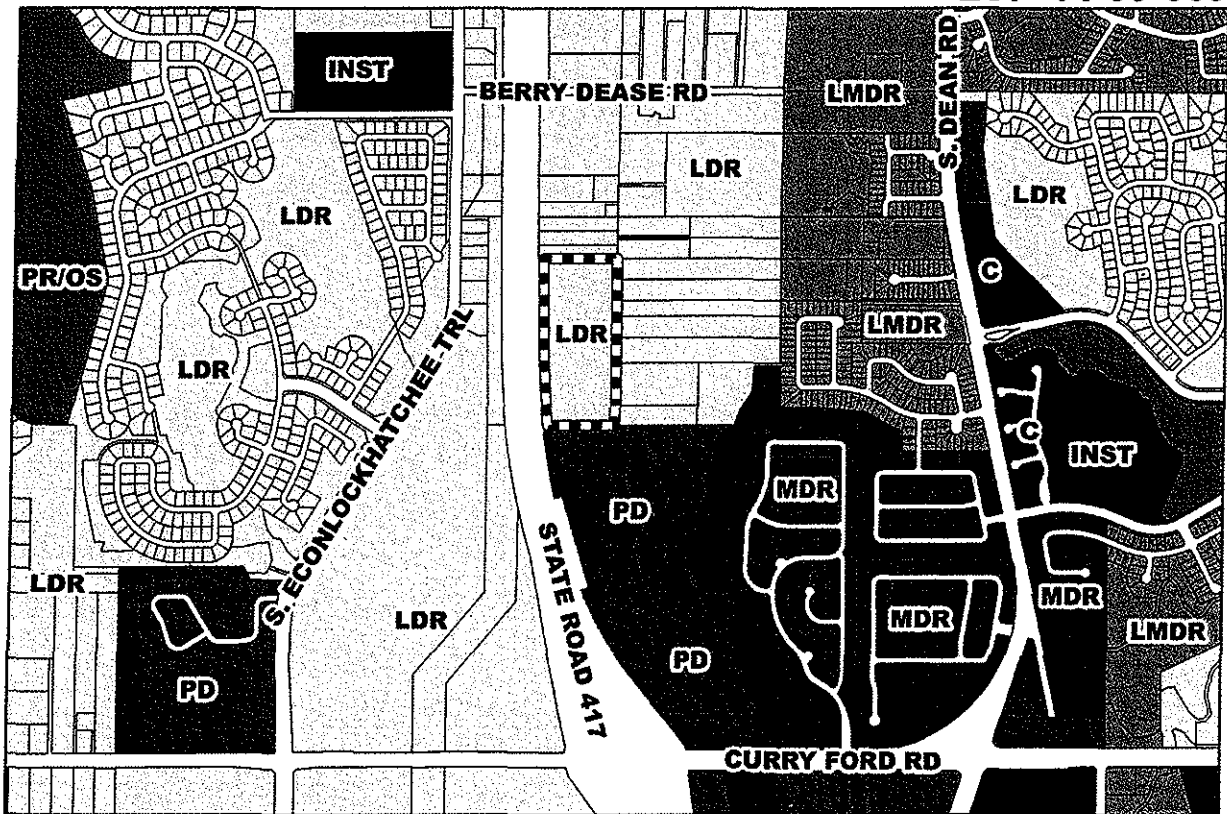
**DISTRICT:** # 3

**S/T/R:** 06/23/31

1 inch = 1,250 feet



LUP-14-03-069



 Subject Property



★ Subject Property

### Future Land Use Map

FLUM: Low Density Residential (LDR)

APPLICANT: Jim Hall, VHB, Inc.

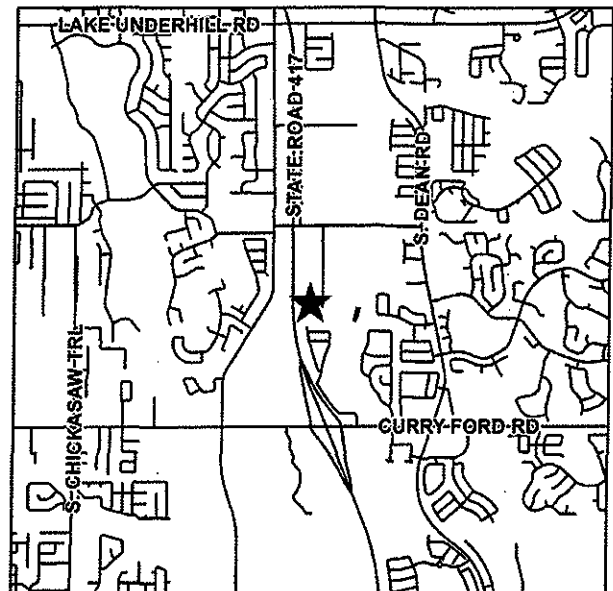
LOCATION: 2004 Gregory Road; or generally located on the west side of Gregory Road, approximately 1,300 feet south of Berry Dease Road

TRACT SIZE: 17.59 gross acres

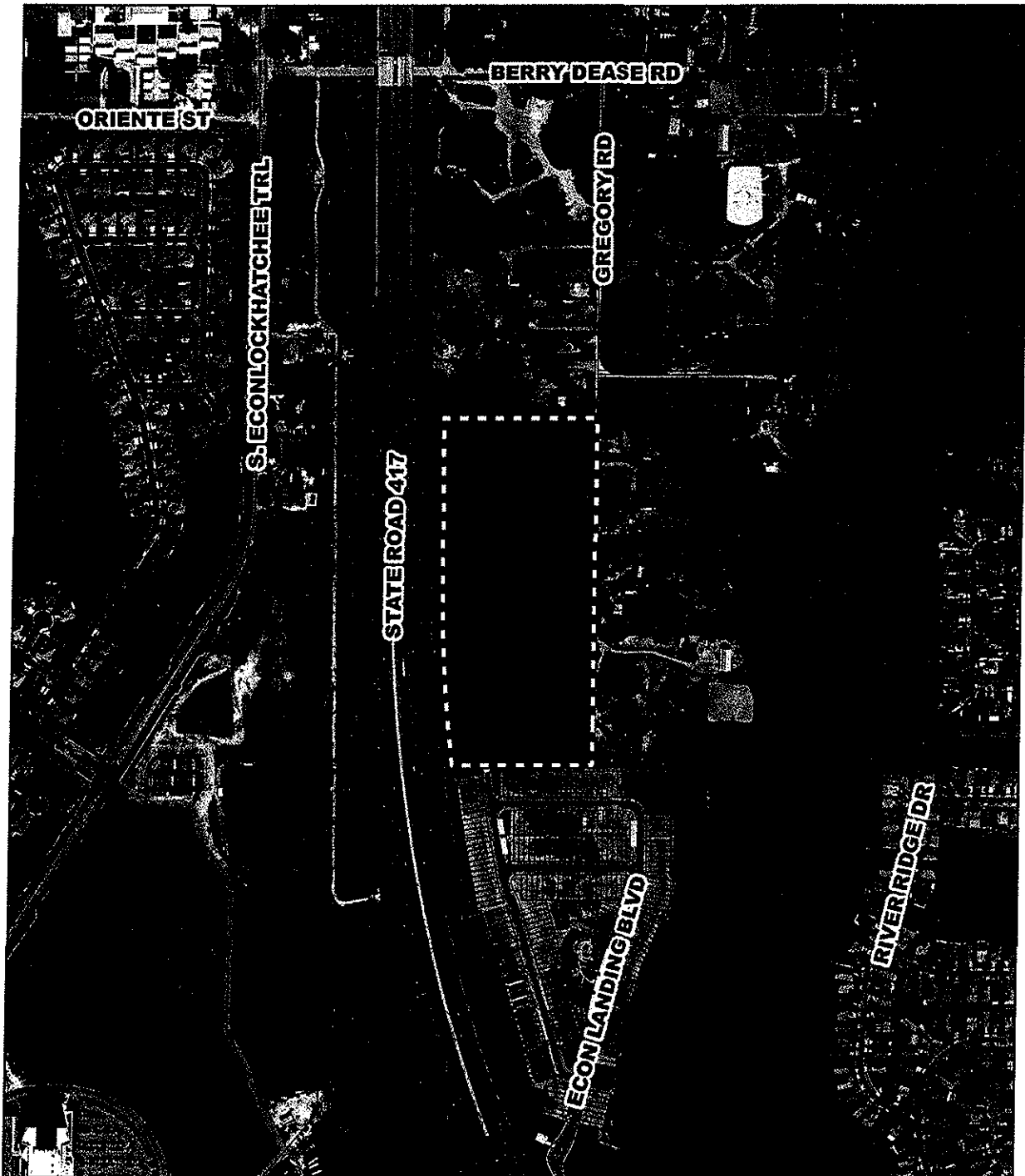
DISTRICT: # 3

S/T/R: 06/23/31

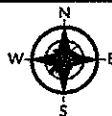
1 inch = 1,250 feet



LUP-14-03-069



 Subject Property



1 inch = 500 feet



# Land Use Plan

Issued for: **Orange County**

Date Issued: July 11, 2014

Latest Issue: October 1, 2015

## Sheet Index

Number	Drawing Title	Latest Issue
C-1	Cover Page	10/1/2015
C-2	Existing Conditions	8/25/2015
C-3	Land Use Plan	10/1/2015

## Reference Drawings

Number	Drawing Title	Latest Issue
SV-1	Boundary Survey	

## LEGAL DESCRIPTION:

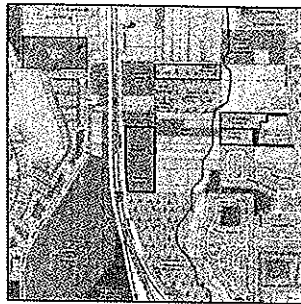
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

Southwest 1/4 of the Northeast 1/4 of Section 6, Township 23 South, Range 31 East, Orange County, Florida, LESS the West 553.10 feet, LESS and EXCEPT that part conveyed to the Orlando-Orange County Expressway Authority by that certain Warranty Deed recorded in Official Records Book 4040, Page 3113, Public Records of Orange County, Florida.

# Kurtyka PD

## Orange County, Florida

Parcel ID: 06-23-31-0000-00-008



Site Location Map

## Property Owners

Owner/Developer:  
**M/I HOMES**  
 400 International Parkway Suite 470  
 Lake Mary, Florida 32746  
 (407) 531-5133

Applicant:  
**VHB**  
 225 E. Robinson Street, Suite 300  
 Orlando, Florida 32801  
 (407) 839-4006

Environmental:  
 Bio-Tech Consulting, Inc.  
 2902 East Robinson Street  
 Orlando, FL 32803  
 Ph: (407) 894-3969

Surveyor:  
 Seaton Surveying Company  
 136 Wignam Place  
 Maitland, FL 32751  
 407-645-1332

Geotechnical Engineer:  
 Universal Engineering Sciences  
 3332 Magenta Boulevard  
 Orlando, FL 32811  
 Ph: (407) 433-0204 - Fax: (407) 433-3106

# RECEIVED

By The Development Review Committee (DRC) Office at 2:03 pm, Dec 03, 2015

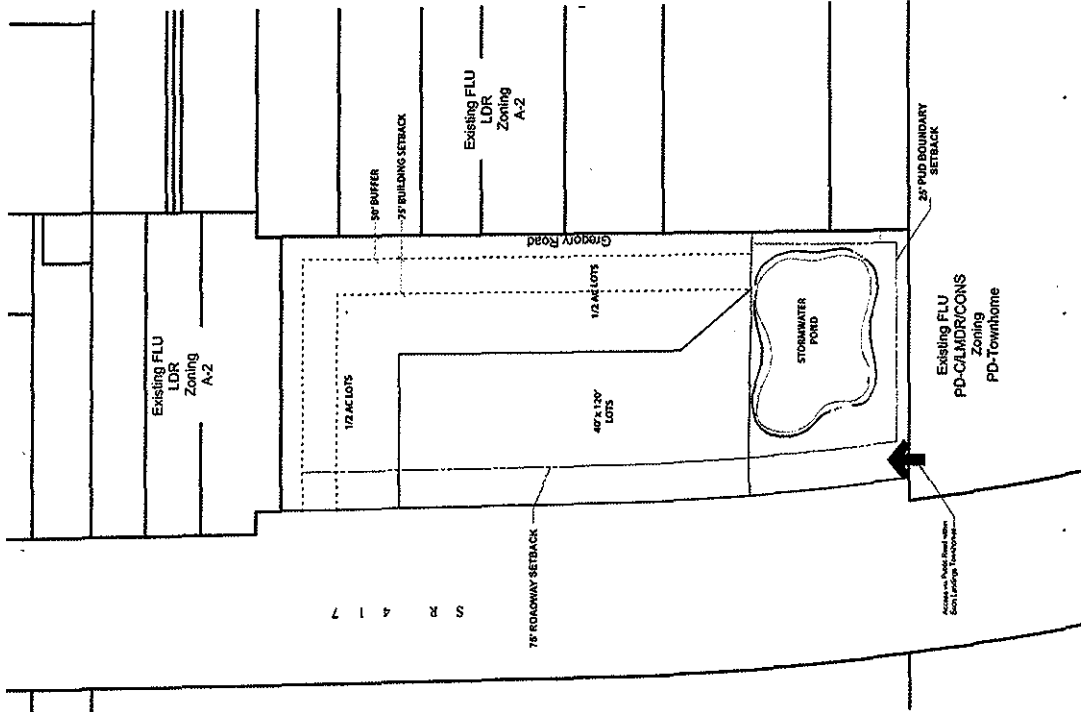


Vaunste Hanger Bros. Inc.  
 225 E. Robinson Street, Suite 300  
 Orlando, Florida 32801  
 407.839.4006 • FAX 407.839.4008  
 Certificate of Authorization Number FL #3932

Official Use Only  
 Do Not Write or Stamp  
 Over This Area

**Kurtyka PD / LUP (Cover Sheet)**

**Rezoning Staff Report**  
**Case # LUP-14-03-069**  
**BCC Hearing Date: July 19, 2016**



East of SR 417, west of Gregory Road in unincorporated Orange County

**GENERAL INFORMATION**

Location:

Existing Land Use:

Proposed Land Use:

Proposed Phasing:

Current Future Land Use:

Existing Zoning:

Proposed Zoning:

17.59 1.33 (All acreages regarding wetlands and buffers are considered approximate until finalized by a CAD and Conservation Area Impact Permit)

45 detached single family  
17.59  
2.6 du/ac

[illegible]

AVERAGE DAILY TRIPS									
Land Use District		Units	ITE	Trips	Daily	Peak Period Trips			
			Code	Per Unit	Trips	Trips	Trips	Trips	Trips
Low Density Residential		45	750	9.52	428	45	28	17	17

STUDENT GENERATION	
TOTAL STUDENTS:	27
Students Continued	12
Students	15

**UTILITIES**

Water: Orange County  
 Sanitary Sewer: Orange County  
 Building Minimum: Orange County

1. The project will be designed with central stormwater management facilities under criteria in accordance with Orange County and SWMMD standards.
2. Based upon FEMA Map 13295S-02296, the site is within Flood Zone X.
3. Fire protection shall be provided by Orange County Fire and Rescue.
4. Police protection shall be provided by Orange County's Sheriff's Department.
5. A tree survey/mitigation plan shall be required with a P50/90 submittal. No tree clearing shall be permissive until approved by Orange County.
6. The ownership and maintenance for all stormwater ponds will be determined at the time of P50/90 review.
7. Park and community recreation facilities will be private and for the residents of this community only and will be owned and maintained by the HOA. Recreation types and location will be determined at the review of the P50/90 plan. Recreational areas shall comply with Section 38A.1253 of the Orange County LOC.
8. This plan indicates the maximum number of units anticipated for this development. Actual units may be reduced once further detailed engineering studies are performed during the P50/90 review process.
9. An Orange County Commission on Environmental Quality (CEQ) must be completed with a certified survey of the concentration area.
10. The proposed wetland impacts shown on the P50/90 plan are approximate and subject to county review and approval. Approval of this plan does not constitute approval of a permit to impact wetlands.
11. The proposed wetland impacts shown on this plan are approximate and subject to county review and approval. Approval of this plan does not constitute approval of a permit to impact wetlands.
12. Gregory Road is a private, non-county maintained drive. No access is proposed from the Kuryla 290 to Gregory Road.
13. Potable water and sanitary sewer provided through infrastructure developed for Eton Landings PD.
14. In accordance with Section 38.1247, any variations from county code minimum standards represented on this plan that have not been expressly approved by the BEC are waived.
15. Any other variations from county code minimum standards represented on this plan that have not been expressly approved by the BEC are waived.

# Public Notification Map

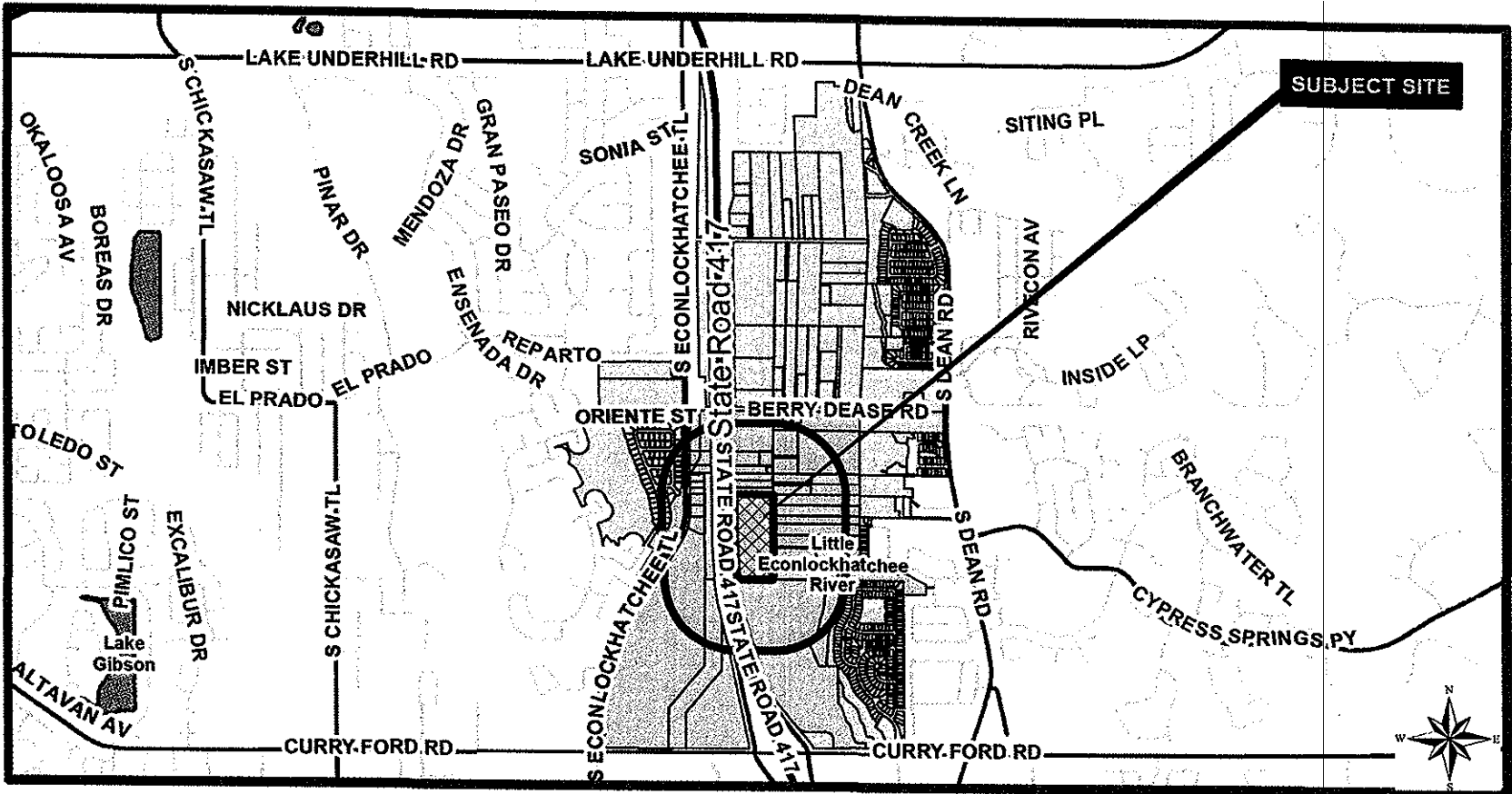
## Kurtyka\_LUP-14-03-069

### 633 Notices









PZC Recommendation Book

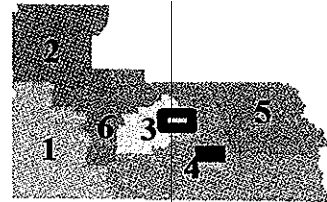
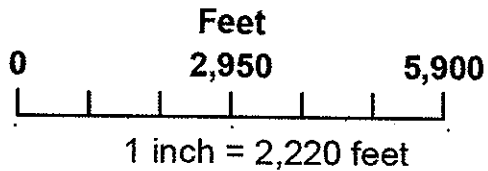
495



Notification Map

## LEGEND

-  SUBJECT
-  1100 FT BUFFER
-  NOTIFIED PARCELS PER CODE
-  ADDITIONAL NOTIFIED PARCELS
-  CUSTOM BUFFER
-  HYDROLOGY



S:\Business Systems\Board Administration\ \_SUBSTANTIAL CHANGE\2015\PLANNING\Kurtyka\_LUP-14-03-069\MAP.mxd.

Rezoning Staff Report  
Case # LUP-14-03-069  
BCC Hearing Date: July 19, 2016

January 21, 2016

18

## **POST - PLANNING AND ZONING COMMISSION (PZC) PD/LUP REVISIONS**

Subsequent to the January 21, 2016 PZC public hearing, and prior to requesting a final public hearing before the Board of County Commissioners (BCC), the applicant considered PD/LUP modifications to more effectively address compatibility concerns. As a result of continued plan evaluation, and subsequent discussions with District 3 Commissioner Pete Clarke, the applicant has modified their proposed PD/LUP by incorporating the following changes:

- 1) Reduced maximum residential yield from 45 units to 43 units;
- 2) Reduced residential density from 2.6 du/ac to 2.4 du/ac;
- 3) Increased the depth of the northern/eastern PD perimeter buffer from fifty feet (50') to one-hundred feet (100');
- 4) Increased the minimum width of lots adjacent to the eastern PD perimeter buffer from one-hundred feet (100') to one-hundred seventy feet (170'); and
- 5) Increased the minimum width of all remaining lots from 40 feet (40') to fifty feet (50').

Should the BCC find the proposed rezoning and the modifications listed above to be consistent with the Comprehensive Plan, staff is recommending that it **APPROVE** the Kurtyka Planned Development / Land Use Plan (PD / LUP) dated "Received April 5, 2016", subject to the following conditions, and final review by the Development Review Committee (DRC):

1. Development shall conform to the Kurtyka Planned Development / Land Use Plan (PD/LUP) dated "Received April 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 April 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 at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to

approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. 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.
5. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination and a Conservation Area Impact Permit. Approval of this plan does not permit any proposed conservation impacts.
6. There shall be no access to the site from Gregory Road.
7. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of September 9, 2014.
  - 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 shall again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
  - c. Developer, or its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.

- d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
  - e. At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
8. The Developer shall obtain water and wastewater service from Orange County Utilities.
9. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
10. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
11. The project shall incorporate the following design standards aimed at retaining existing rural character and ensuring development compatibility:
  - a. All access shall be provided through the adjacent Econ Landing PD to the south only;
  - b. Minimum 100-foot wide, naturally landscaped and enhanced buffer tracts, that are owned and maintained by an HOA, shall be provided along any PD perimeter that abuts existing rural properties or boundaries;
  - c. Minimum 1/2-acre residential lots shall be located adjacent to the HOA-owned and maintained perimeter buffer tract along the eastern PD boundary;
  - d. Primary structure lot coverage within all minimum 1/2-acre lots shall not exceed 15%;
  - e. Rural-style fencing only (no walls) shall be permitted along residential lots abutting perimeter buffer tracts, or along the PD perimeter;
  - f. Gated development is prohibited; and
  - g. Residential development shall consist of detached single-family units only.

# Land Use Plan

Issued for: **Orange County**

Date Issued: July 11, 2014

Latest Issue: April 4, 2016

## Sheet Index

Number	Drawing Title	Latest Issue
C-1	Cover Page	4/4/2016
C-2	Existing Conditions	8/25/2015
C-3	Land Use Plan	3/30/2016

## Reference Drawings

Number	Drawing Title	Latest Issue
SV-1	Boundary Survey	

## LEGAL DESCRIPTION:

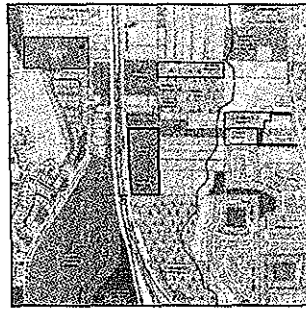
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

Southwest 1/4 of the Northeast 1/4 of Section 6, Township 23 South, Range 31 East, Orange County, Florida, LESS the West 55x10 feet, LESS and EXCEPT that part conveyed to the Orlando-Orange County Expressway Authority by that certain Warranty Deed recorded in Official Records Book 4040, Page 3213, Public Records of Orange County, Florida.

# Kurtyka PD

Orange County, Florida

Parcel ID: 06-23-31-0000-00-008



Site Location Map

## Property Owners

Owner/Developer:

**M/I HOMES**  
400 International Parkway Suite 470  
Lake Mary, Florida 32746  
(407) 531-5133

Applicant:

**VHB**  
225 E. Robinson Street, Suite 300  
Orlando, Florida 32801  
(407) 839-4006

Environmental:  
**Bio-Tech Consulting, Inc.**  
2002 East Robinson Street  
Orlando, FL 32803  
Ph: (407) 394-1969

Surveyor:  
**Sears Surveying Company**  
126 Wignam Place  
Maitland, FL 32751  
407-645-1332

Geotechnical Engineer:  
**Universal Engineering Sciences**  
3332 Maggie Boulevard  
Orlando, FL 32811  
Ph: (407) 423-0504 • Fax: (407) 423-3106



Vannise Hagen Brustin, Inc.  
225 E. Robinson Street, Suite 300  
Orlando, Florida 32801  
407.839.4006 • FAX 407.839.4008  
Certificate of Authorization Number FL #3932

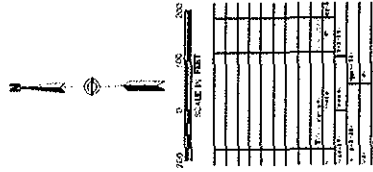
RECEIVED

VHB Project No. 041116-02  
Orange County, Florida  
Revised 07/19/2016

**Kurtyka PD / LUP Cover Sheet (April 05, 2016)**

**Rezoning Staff Report**  
**Case # LUP-14-03-069**  
**BCC Hearing Date: July 19, 2016**

**Kurtyka PD / LUP (April 05, 2016)**

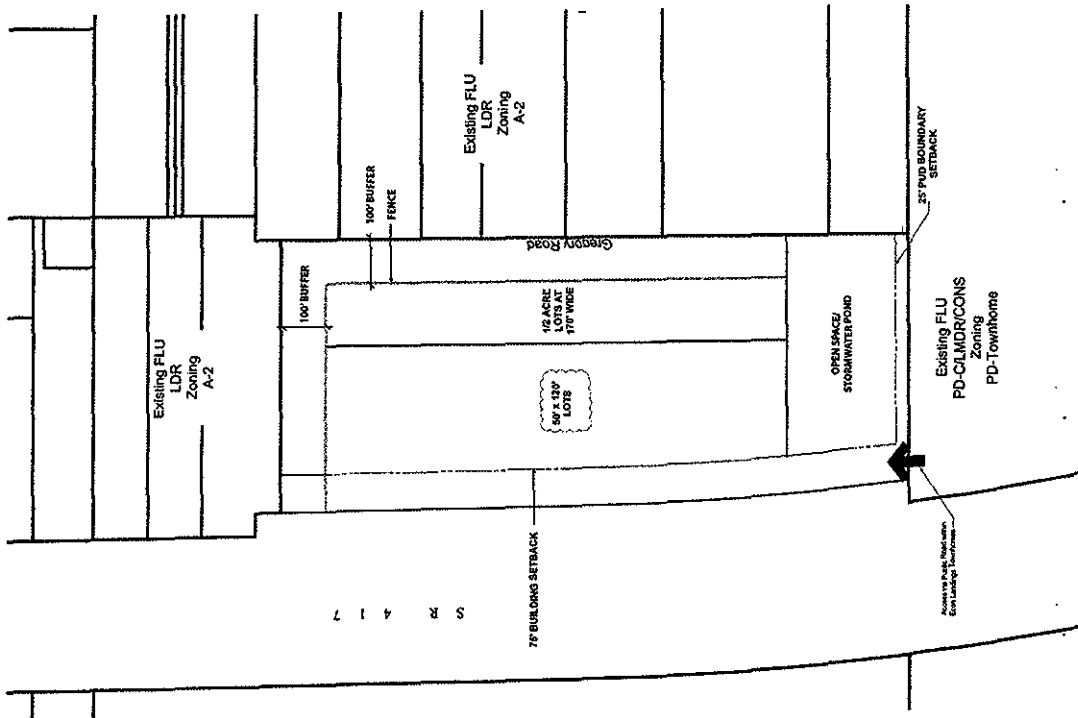


**Kurtyka  
PD**

# Land Use Plan

C-3

May 31, 2013



East of Sr 417, west of Gregory Road in unincorporated Orange County  
Vacant  
Residential  
One  
Low Density Residential (LDR)  
A-2  
PD

1.33 (All acreages regarding wetlands and buffers are considered approximate until finalized by a CAD and Conservation Area Impact Permits)

43 detached single family  
17.59  
2.4 du/ac

## DEVELOPMENT STANDARDS

[illegible]

**AVERAGE DAILY TRIPS**

Land Use District	Uses	Net Code	Type	And Post-Tops	
				Focus	In One
Low Density Residential	41	210	5.53	43	18

## STUDENT GENERATION

Total Students:	19
Students Enrolled	9
Chemistry	4
Math	6

**2019年11月**

Orange County  
Orange County  
Orange County

## GENERAL NOTES

1. The proposed site shall be designed with central stormwater management facilities under criteria in accordance with Orange County and SWMD standards.
2. Based upon FIRM Map #12050C05006, the site is within Flood Zone X.
3. Any proposed development shall be in accordance with Orange County Fire and Rescue.
4. Police protection shall be provided by Orange County's Sheriff's Department.
5. Access to the site shall be via public road within Orange Landings PD.
6. A tree survey/mitigation plan shall be required with a \$59/100 submittal. No tree clearing shall be permitted until approved by Orange County.
7. The ownership and maintenance for all stormwater ponds will be determined at the time of \$59/100 review.
8. The Orange County Solid Waste Department will provide for the residents of the community only and will be required and maintained by the MUA. Recreational Types and Private will be determined at the review of the \$59/100 plan. Recreational areas shall comply with Section 38-1253 of the Orange County LDC.
9. The plan indicates the maximum number of units indicated for this development. Actual units may be reduced once further detailed engineering studies are performed during the \$59/100 review process.
10. An Orange County Conservation Area Determination (CACD) must be completed with a certified survey of the conservation area boundary approved by EPO prior to \$59/100 submittal.
11. The proposed wetland impacts shown on this plan are approximate and subject to county review and approval. Approval of this plan does not constitute approval of a permit to impact conservation areas as identified by Orange County of the SWMD.
12. The proposed wetland impacts shown on this plan are approximate and subject to county review and approval of this plan.
13. Positive utility and sanitary sewer provided through infrastructure developed for Orange Landings PD.
14. In accordance with Section 38-1253, any variations from county code minimum standards represented on this plan that have not been expressly approved by the BDC are waived.






## Interoffice Memorandum

June 28, 2016

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

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

CONTACT PERSON: John Smoger, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: July 19, 2016 – Public Hearing  
Applicant: Sarah M. Maier, Dewberry  
West Lake Hancock Estates PD / West Lake Hancock  
Estates PSP – Substantial Change - Case # CDR-16-05-174

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of June 8, 2016, to approve a substantial change to the West Lake Hancock Estates PD / West Lake Hancock Estates Preliminary Subdivision Plan, to add a dock and boat launch area on Tract JJ within Phase 2.

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 West Lake Hancock Estates PD / West Lake Hancock Estates Preliminary Subdivision Plan (PSP) dated "Received May 26, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

JVW/JS/lme  
Attachments

**CASE # CDR-16-05-174**

Commission District # 1

**1. REQUEST**

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of June 8, 2016, to approve a substantial change to the West Lake Hancock Estates PD / West Lake Hancock Estates Preliminary Subdivision Plan, to add a dock and boat launch area on Tract JJ within Phase 2.

**2. PROJECT ANALYSIS**

- A. Location: East of Porter Road along the Southwest side of Lake Hancock
- B. Parcel IDs: 28-23-27-9151-10-000 (affected parcel)
- C. Total Acres: 270.19 (entire PSP)
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: Keene's Crossing ES Capacity: 863 / Enrollment: 701  
Bridgewater MS Capacity: 1,176 / Enrollment: 1,403  
West Orange HS Capacity: 2,994 / Enrollment: 3,320
- G. School Population: 164
- H. Parks: West Beach – 8.2 Miles
- I. Proposed Uses: 381 Single-Family Detached Residential Dwelling Units
- J. Site Data: Maximum Building Height: 45' (3-stories)

**Estate District: (92 Lots)**

Minimum Living Area: 1,500 Square Feet

Building Setbacks:

20' Front

10' Front Porch

5' Side

10' Side Street

25' Rear

50' NHWE

**Garden Home District: (220 Lots)**

Minimum Living Area: 1,200 Square Feet

Building Setbacks:

15' Front

10' Front Porch

5' Side

10' Side Street

20' Rear

50' NHWE

**Village Home District: (69 Lots)**

Minimum Living Area: 1,200 Square Feet

Building Setbacks:

15' Front

10' Front Porch

20' Rear

50' NHWE

K. Fire Station: 34 – 4000 Winter Garden Vineland Road

L. Transportation: This request does not include an increase in residential units. Per PD/LUP condition #5.k, 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.

**3. COMPREHENSIVE PLAN**

The property has an underlying Future Land Use Map (FLUM) designation of Village (V) and Village of Bridgewater Specific Area Plan (SAP) designations of Estate District (ED), Garden Home District (GHD) and Village Home District (VHD). The proposal is consistent with the Comprehensive Plan.

**4. ZONING**

PD (Planned Development District)

**5. REQUESTED ACTION:**

Approval subject to the following conditions:

1. Development shall conform to the West Lake Hancock Estates Planned Development; Orange County Board of County Commissioners (BCC) approvals; West Lake Hancock Preliminary Subdivision Plan dated "Received May 26, 2016" and to the following conditions of approval. Development based upon this approval shall comply with all applicable federal, state and county laws, ordinances and regulations, which are incorporated herein by reference, except

to the extent any applicable county laws, ordinances and regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the actual preliminary subdivision plan dated "Received May 26, 2016" the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this Preliminary Subdivision Plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
7. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
8. 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.
9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated September 11, 2012 shall apply:
  - a. Roads and drainage system, including the retention ponds, will be owned and maintained by Orange County with an MSBU established for stormwater

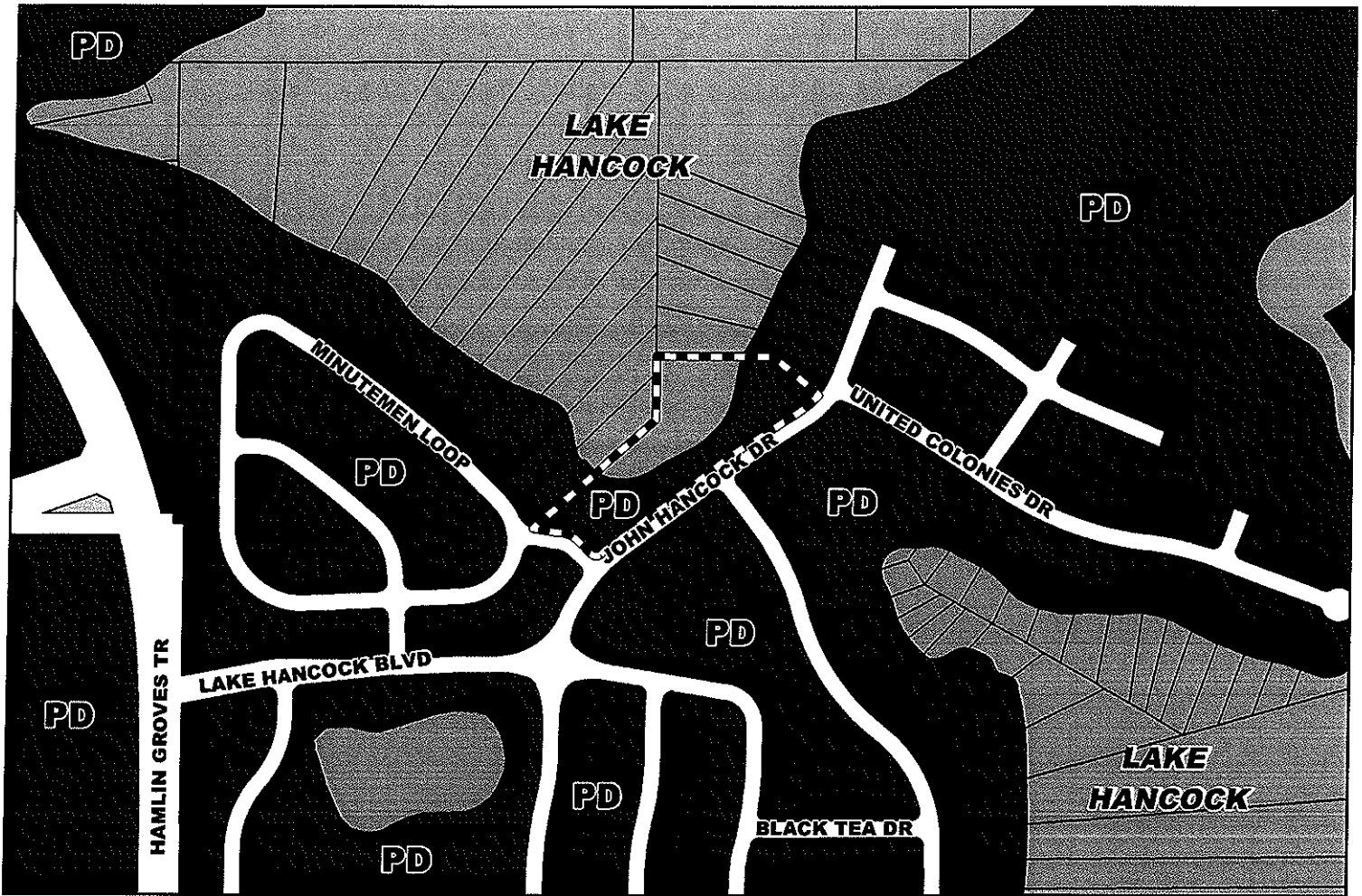
system functionality. Routine maintenance, including mowing above and beyond the frequency provided by the County, shall be the responsibility of the Home Owners' Association.

- b. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted, which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
- c. 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 streetlighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Section via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records Department. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.
- d. A left turn lane into the project off old Porter Road shall be required if the new road has not been constructed that has a left turn lane.
- e. Prior to construction plan approval, certification with supporting calculations shall be submitted, which states that this project is consistent with approved Master Utility Plan for this PD.
- f. Development Plans shall be required for the recreational area tracts. The amenities shall be in place prior to Certificate of Completion of the PSP(s).
- g. At the time of approval of a plan for a single-family detached residential unit project, the developer shall have prepared and submitted for review a document containing covenants, conditions, and restrictions (CC&Rs) for the property being platted. The CC&Rs, which shall be recorded simultaneous with the recording of the plat, shall include a provision incorporating, verbatim, the following requirements:

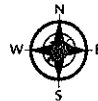
- 1) The same front facade for single-family residential units may not be repeated more than 5 times within 1 block length for both sides of any street, and shall be separated by at least 2 units with different facades.
- 2) House front facades shall be varied and articulated to provide visual interest to pedestrians along the street frontage. The front facade of the main body of the house shall not exceed 40 feet in length, except for wings or "L"s which are setback from the facade. In no case shall more than 50 percent of the front facade of a house consist of an unobstructed block wall or garage door.
- 3) At least 50 percent of all single-family residential units 75' in width or less shall have a front porch. A front porch shall be a minimum of 7 feet in depth or 8 feet in width and cover a minimum 10 feet in width or 1/3 of the front facade, whichever is greater.
- 4) Flat roofs shall be prohibited.
- 5) Unless otherwise prohibited by the CC&Rs, fencing in the front yard shall be located within 3 feet of the sidewalk to define the separation of public and private spaces. Such fences shall be no higher than 3 feet, 6 inches, and be limited to decorative wrought iron or wood picket style. The provisions of the CC&Rs incorporating the above referenced requirements shall not be amended, removed, or superseded without the prior approval of the Board of County Commissioners, which approval may be withheld in the Board's sole discretion, and the CC&Rs shall contain a statement to that effect.

Furthermore, the CC&Rs shall provide that the homeowner's association and any person owning property in the development have the right to enforce these requirements in the event they are violated.

Finally, the CC&Rs shall also state that Orange County shall have the right, but not the duty, to enforce these requirements in the same manner as it enforces other Orange County ordinances and regulations.



 Subject Property



★ Subject Property

## Zoning

**ZONING:** PD (Planned Development District)  
(West Lake Hancock Estates PD)

**APPLICANT:** Sarah M. Maier, Dewberry

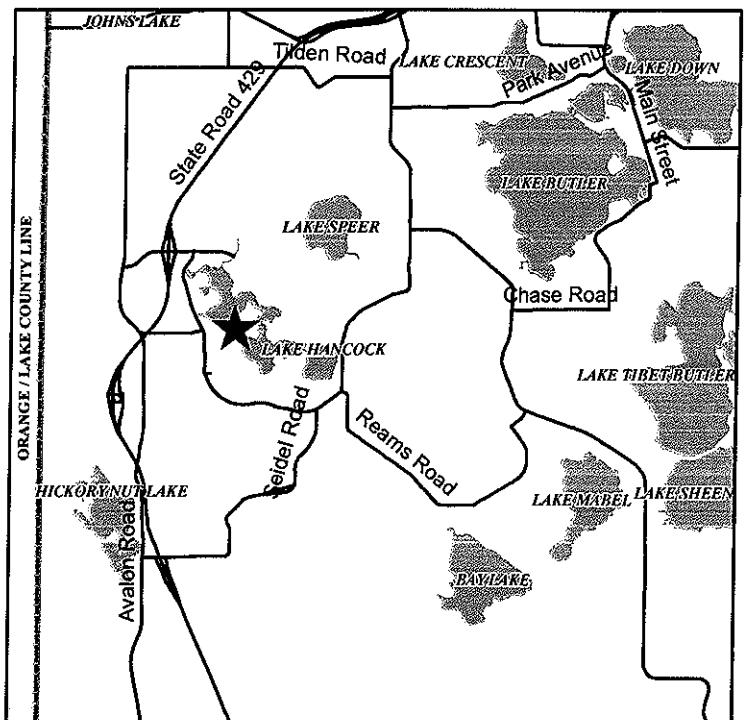
**LOCATION:** East of Hamlin Groves Trail; along the  
Southwest side of Lake Hancock

**TRACT SIZE:** 270.19 acres (entire PSP);  
4.41 (affected tract only)

**DISTRICT:** #1

**S/I/R:** 28/23/27

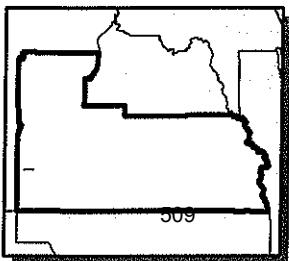
1 inch = 500 feet



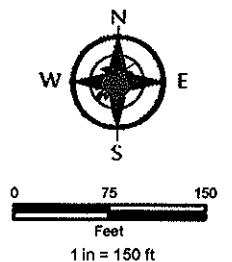
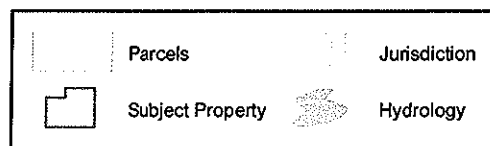




Kucera International, Inc.



## West Lake Hancock Estates PD West Lake Hancock Estates PSP - DP





# SITE DATA

## 1. APPLICANT:

TAYLOR MORRISON  
ORLANDO DIVISION  
151 SOUTH HALL LANE, SUITE 200  
MAITLAND, FLORIDA 32751

## 2. TOTAL ACREAGE:

270.9

## 3. DEVELOPABLE AREA:

Developable Area = Site Area - Wetlands - Surface Waters = 142.22 acres

## 4. WETLAND AREAS:

Conservation Area Determination (CAD) No. 11-08-036 Issued Dec. 6, 2011

Conservation Area	Wetland Classification	Acres	Upland Buffer Acres	Impact Acres	Notes
W1	I	116.76 ac.	N/A	0 ac.	Lake Hancock
W2	III	0.71 ac.	N/A	0.71 ac.	
W3	III	4.77 ac.	N/A	4.77 ac.	

## NOTES:

1.) A CONSERVATION AREA DETERMINATION (CAD 11-08-036) WAS ISSUED ON DECEMBER 6, 2011.

2.) CONSERVATION AREA IMPACT PERMIT APPLICATION CAI-12-02-004 WAS SUBMITTED ON FEBRUARY 6, 2012 FOR PROPOSED WETLAND IMPACTS. UNLESS AN IMPACT PERMIT IS APPROVED BY ORANGE COUNTY CONSISTENT WITH CHAPTER 10 TO CONSTRUCTION PLAN APPROVAL, NO CONSERVATION AREA ENCROACHMENTS SHALL BE PERMITTED.

3.) ALL CONSERVATION AREAS SHALL BE CLEARLY MARKED WITH PERMANENT SIGNS. SEE WETLAND IMPACT PLAN FOR DETAILS.

4.) CONSERVATION EASEMENT TO BE ON ALL LAKE LOTS FROM WETLAND BUFFER WATERWARD AND IS TO BE DESIGNATED & MAINTAINED BY THE HOA WITH DEVELOPMENT RIGHTS TO ORANGE COUNTY.

## 5.) RPG FIRE PARKING REQUIREMENTS (K 75' Lot)

### Parking Required:

On-Lot Parking Required = 2 Spaces Per Unit (289 x 2)  
= 578 Spaces

On-Street Parking Required = 0.5 Spaces Per Unit (289 x 0.5)  
= 145 Spaces

Total Parking Required = 723 Spaces

### Parking Provided:

On-Lot Parking Provided = 2 Spaces Per Unit In 2 car garage driveway  
= 578 Spaces

On-Street Parking Provided = 175 Spaces

Total Parking Provided = 753 Spaces (To be provided with Final Engineering)

## 6.) SUPPORT SERVICES:

Water Service: Water to be provided by Orange County Public Utilities

Sewer Service: Sewage treatment to be provided by Orange County Public Utilities

Reclaim Service: Reclaim water to be provided by Orange County Public Utilities

Stormwater Management: Stormwater Management to be provided in on-site Master Stormwater Management Areas to satisfy Orange County and South Florida Water Management District Criteria  
Peak Discharges: 25 yr - 24 hr storm

100-yr Flood Study has been established for Lake Hancock at the elevation of 98.9'.

Schools: Number of Single-Family Units: 381 du  
Projected School Age Population: 164 students (per CEA 06-11-09)

Traffic: Single-Family  
(100 average daily trips) (381 units) 3810 trips

## 7.) EXISTING ZONING:

PD (Pending)

## 8.) LAND USES:

Single-Family

## 9.) PARKS & RECREATION:

Minimum Required = 2.5 ac. per 1000 pop.

310 persons per unit x 381 units x 2.5 ac. per 1000 pop. = 2.95 ac. required

## PHASE CALCULATIONS:

	PHASE	UNITS	REQUIRED REC	CUMULATIVE REC REQUIRED	PROVIDED REC	PROVIDED CUM. REC
Constructed			AC.	AC.	AC.	AC.
	1, 2, & 3	210	1.63	1.63	4.76	4.76
	4	87	0.67	2.30	0.25	5.01
	5	84	0.65	2.95	0	5.01
Totals		381	2.95	2.95	5.01	5.01

## GROUP TOTALS:

Group A = 0 acres  
Group B = 1.50 acres  
Group C = 8.48 acres  
Group D = 3.51 acres  
Passive/Active = 13.49 acres

## 10.) OPEN SPACE:

Total Required: Village Open Space = 7.5% of developable land  
PD Open Space = Additional 10% of developable land  
Total Required: 17.5% of 142.22 acres = 24.89 acres

### Total Provided:

Category A: Landscape/Open Space/Dry Pond/Rec Area/Wetland-Buffer = 23.8 acres

Category B: Wet Retention/Easements = 4.59 acres

Category C: Wetland Under Conservation Easement = 0 acres

Totals: 28.39 acres = 22.08%  
19.96%

## 11.) ADEQUATE PUBLIC FACILITIES (APF) CALCULATION:

Per Section 30-714 of the Orange County Code:  
(a) Net Developable Acreage (114.36) / Required Public Facilities Acreage (1 credit per 5.5 acres) = 20.79 acres.  
(101.2 acres provided from Tract A, remaining 10.67 acres will be transferred from Bridgewater SAP.)

## 12.) SHORELINE ALTERATION:

There are no shoreline alteration plans waterward of the wetland buffer other than work associated with OCEPD or SFWMD permits to be issued as part of construction plan approval.

13.) Finish floor elevations will be determined at time of final engineering submittal. It is anticipated that the proposed finish floor elevations may be up to 4' higher than the existing grade along the south property line.

14.) The project will be phased. See Plat Phasing Plan Sheet 7 of 34.

15.) A left turn lane at the main entrance is required off Old Porter Road if the new road has not been constructed.

16.) Subdivision roadways will be owned and maintained by Orange County except as delineated in a County Use Agreement. This Use Agreement will also address landscape/hardscape within public right of way.

17.) Refer to Approved PD Plan for building setbacks.

18.) The final configuration & location of special pavers will be shown on the final engineering plans.

19.) Landscaping (other than turf), sidewalks and aesthetic amenities located within County maintained storm water pond tracts shall require a County Use Agreement before installation.

20.) The final roundabout configuration and ROW requirements will be determined at final engineering.

21.) Pond 20 is designed to retain the runoff from the first 100 year storm and detain the runoff from the second 100 year storm.

22.) In accordance with Section 38-1227, any variations from county code minimum standards represented on this plan that have not been expressly approved by the EBC are invalid.

## BLOCK LENGTH SUMMARY

STREET	MAXIMUM BLOCK LENGTH	ALLOWABLE BLOCK LENGTH
A	N/A	N/A
B	530	700
C	527	700
D	N/A	N/A
E	245	700
F	503	700
G	582	700
H	65	700
I	621	700
J	351	700
K	N/A	N/A
L	516	700
M	N/A	N/A
N	664	700
O	540	700
P	506	700

NOTE: PD WAIVER TO ALLOW 700 FT BLOCK LENGTH FOR LOTS 51 TO 85 FT WIDE.

## NON-STORMWATER PUBLIC OPEN SPACE

### REQUIRED AREA:

REQUIRED AREA = 7.5% OF DEVELOPABLE LAND AREA

DEVELOPABLE LAND AREA = 142.22 ACRES

REQUIRED OPEN SPACE AREA = 142.22 x 0.075 = 10.67 ACRES

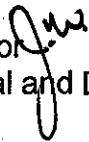
PROVIDED OPEN SPACE AREA = 13.49 ACRES (9.5%)



**Interoffice Memorandum**

July 12, 2016

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

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

**CONTACT PERSON:** John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

**SUBJECT:** July 19, 2016 – Public Hearing  
John Prowell, VHB, Inc.  
Waterleigh Planned Development (PD)  
Substantial Change - Case # CDR-16-03-089 / District 1

The 1,485.4-acre Waterleigh PD was originally approved on February 12, 2013 and includes a development program for 3,600 residential dwelling units, 204,453 square feet of non-residential uses, a public elementary school site, and a public middle school site.

Through this PD Substantial Change, the applicant is seeking to reconfigure the boundary between PD Parcels 10 and 11 with no change in acreage; add a PD Parcel 11 access point from Hartzog Road; shift an existing PD Parcel 11 access point along CR 545 to the north; reduce residential units within PD Parcel 11 from 508 to 504; and increase residential units within PD Parcel 13 from 402 to 406.

Although no changes to the overall PD development program are proposed, the applicant has requested five (5) waivers from Orange County Code. These waivers would allow increased multi-family residential building heights; decrease the minimum separation distance between multi-family residential buildings; and address alternative right-of-way access, and wall and fence requirements for multi-family residential development.

As summarized in the attached staff report, the substantial change received a recommendation of approval by the Development Review Committee (DRC) on April 27, 2016. A community meeting was not required for this request.

*to eliminate the requirement of a multi-family development located adjacent to a right-of-way to be fenced whenever single-family zoned property is located across the right-of-way.*

5. *A waiver from Orange County Code Section 38-1258(j) to allow a minimum twenty (20) feet of building separation where doors, windows or other openings in the wall of a living unit back up to a wall of another building with doors, windows or other openings, in lieu of thirty (30) feet of separation for two-story buildings, and in lieu of forty (40) feet of separation for building three (3) stories or higher.*

**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-hundred thirty six (136) notices were mailed to those property owners in the notification buffer area.

**IMPACT ANALYSIS**

**Special Information**

The 1,485.4-acre Waterleigh PD was originally approved on February 12, 2013 and includes a development program for 3,600 residential dwelling units, 204,453 square feet of non-residential uses, a public elementary school site, and a public middle school site.

Through this PD Substantial Change, the applicant is seeking to reconfigure the boundary between PD Parcels 10 and 11 with no change in acreage; add a PD Parcel 11 access point from Hartzog Road; shift an existing PD Parcel 11 access point along CR 545 to the north; reduce residential units within PD Parcel 11 from 508 to 504; and increase residential units within PD Parcel 13 from 402 to 406.

Although no changes to the overall PD development program are proposed, the applicant has requested five (5) waivers from Orange County Code. These waivers would allow increased multi-family residential building heights; decrease the minimum separation distance between multi-family residential buildings; and address alternative right-of-way access, and wall and fence requirements for multi-family residential development.

**Land Use Compatibility**

The proposed PD Substantial Change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

**Comprehensive Plan (CP) Consistency**

The underlying Future Land Use Map (FLUM) designation of the subject property is Village (V); however, as reflected on the Village H Specific Area Plan (SAP) map, the PD contains Village Center, Neighborhood Center, Estate Home, Garden Home, Garden

Home Mixed Use, Village Home, Townhome, Condo, and Apartment Districts. The PD also contains designated Middle School, Elementary School, and Neighborhood Park tracts. The proposed PD Substantial Change is consistent with the Comprehensive Plan.

**Community Meeting Summary**

A community meeting was not required for this application.

**Rural Settlement**

The subject property is not located within a Rural Settlement.

**Overlay District Ordinance**

The subject property is not located within an Overlay District.

**Joint Planning Area (JPA)**

The subject property is not located within a JPA.

**Environmental**

Orange County Conservation Area Determination CAD #06-041 was approved for this project on December 5, 2006. This received an extension and is valid through December 5, 2016. The southwest portion of the project area is located in the Lake Wales Ridge Ecosystem. Prior to PSP/DP approval, the Orange County Environmental Protection Division (EPD) will require a habitat survey to identify any wildlife or plants listed as threatened, endangered, or species of special concern found on site or determined to use the site. All previously approved EPD findings and conditions of approval for this PD still apply.

**Transportation / Concurrency**

Avalon Road (CR 545): Village H Horizon West Road Network Agreement for C.R. 545 among Orange County and D.R. Horton, Inc; et al collectively referred to herein as "Signatory Owners" was approved by the Board of County Commissioners on 2/12/2013 and recorded at OR Book/Page 10525/6172. The Agreement provides for the dedication of right-of-way, design, engineering, permitting, mitigation and construction of C.R. 545 to four lanes in four phases according to specific trip allocations and performance thresholds. Concurrency Vesting shall be provided pursuant to Table 1 based on achieved thresholds of the road improvements. Conveyance shall be by general warranty deed at no cost to the County prior to each phase of roadway construction. The Signatory Owners will receive Road Impact Fee Credits in Road Impact Fee Zone 4 for the lesser of (a) 95% of the actual, reasonable unreimbursed sums incurred by Signatory Owners for permitting, design, mitigation, inspection and construction expense exclusive of enhanced landscaping and street lighting or (b) 60% of the countywide average total cost of road construction per lane mile. This agreement was negotiated based on the approved Horizon West Global Road Term Sheet.

As proof of satisfaction of the project's transportation concurrency obligations, and in compliance with that certain Village H Road Network Agreement recorded at O.R. Book 10525, Page 6172, Public Records of Orange County, Florida, the developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan/Development Plan submittal. In addition, the Preliminary Subdivision

Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

**Schools**

This request would not result in any impacts to Orange County Public Schools.

**Parks and Recreation**

Orange County Parks and Recreation staff reviewed the 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 – (April 27, 2016)**

**Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Waterleigh Planned Development / Land Use Plan (PD/LUP) dated "Received April 5, 2016", subject to the following conditions:**

1. Development shall conform to the Waterleigh Planned Development / Land Use Plan (PD/LUP) dated "Received April 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 April 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 conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
7. The covenants, conditions and restriction (CC&Rs) shall contain notification of the



proximity of solid waste management facilities within one-mile of development activity in this project area.

8. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
9. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
10. The following waivers from Orange County Code are granted for PD Parcels 10 and 11 only:
  - a. A waiver from Orange County Code Section 38-1258(c) to allow a maximum height of five (5) stories and sixty-five (65) feet for multi-family residential buildings located within one hundred fifty (150) feet from single family zoned property, in lieu of a maximum height of three stories and forty (40) feet for multi-family residential buildings located within one-hundred fifty (150) feet of single-family zoned property.
  - b. A waiver from Orange County Code Section 38-1258(f) to eliminate the requirement of constructing a six (6) foot high masonry, brick, or block wall whenever a multi-family development is located adjacent to a single-family zoned property.
  - c. A waiver from Orange County Code Section 38-1258(g) to allow multi-family development to access any right-of-way serving single-family residential development.
  - d. A waiver from Orange County Code Section 38-1258(i) to eliminate the requirement of a multi-family development located adjacent to a right-of-way to be fenced whenever single-family zoned property is located across the right-of-way.
  - e. A waiver from Orange County Code Section 38-1258(j) to allow a minimum twenty (20) feet of building separation where doors, windows or other openings in the wall of a living unit back up to a wall of another building with doors, windows or other openings, in lieu of thirty (30) feet of separation for two-story buildings, and in lieu of forty (40) feet of separation for building three (3) stories or higher.
11. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated May 19, 2015, shall apply:
  - a. As proof of satisfaction of the project's transportation concurrency obligations, and in compliance with that certain Village H Road Network Agreement recorded at O.R. Book 10525, Page 6172, Public Records of Orange County, Florida, the developer must provide a valid Assignment of Vested Trips

document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan/Development Plan submittal. In addition, the Preliminary Subdivision Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

- b. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.
  - c. Payment of 500 ERUs (wastewater) and 500 ERCs (water) are due prior to construction plan approval for the first construction plan set within Village H unless previously satisfied by another Village H parcel. Alternatively, property owners may elect to enter into an agreement with Orange County to construct, with the first set of construction plans, the utility improvements beyond what is required by the Village H Master Utility Plan.
  - d. The five-acre APF tract for a water facility identified in this PD shall be dedicated to the County in accordance with the Waterleigh PD APF Agreement approved by BCC, as may be amended.
12. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval dated April 9, 2013 and February 12, 2013, shall apply:
- a. Prior to construction plan approval, a phased master stormwater management plan including a drainage study to establish the 100-year flood elevation shall be submitted to the Development Engineering Division for review and approval.
  - b. Concurrent with the approval of this PD, a Road Network Agreement shall be approved by the BCC.
  - c. Prior to the approval of the first PSP or DP for this PD, a driveway access spacing plan, consistent with the preliminary study included as part of the Road Network Agreement, for CR 545, Old YMCA Road, and the internal loop road shall be submitted to and approved by the County Engineer.
  - d. The APF Agreement shall be approved by BCC concurrent with the PD Land Use Plan.
  - e. The developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of 08-16-2006, and amended on 04-29-2008 and 06-24-2008.
    - 1) 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 199 residential units allowed under the zoning existing prior to the approval of the PD

zoning. The County shall again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.\

- 2) Developer, or 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.\
  - 3) Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement. At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- f. A Master Utility Plan (MUP) consistent with Village H MUP shall be submitted to Orange County Utilities prior to approval of the first PSP/DP. The MUP must be approved prior to Construction Plan approval.
  - g. The Developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities.
  - h. Prior to construction plan approval, all property owners within Village H, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
  - i. Billboards and pole signs shall be prohibited. Signage within the Neighborhood Commercial and Village Center shall comply with Section 38-1389(d)(5). All other signage shall comply with Section 31.5.
  - j. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
  - k. Outdoor sales, storage, and display shall be prohibited within any district that allows commercial / office uses.
  - l. The following waivers are from Orange County Code Section 38-1258 (Multi-Family Development Compatibility):

- 1) A waiver is granted from Section 38-1258(a) to allow multi-family buildings located within twenty-five (25) feet of single-family zoned property to be developed at a maximum height of five (5) stories and sixty-five (65) feet, in lieu of single-story maximum within one-hundred (100) feet of single-family zoned property.
  - 2) A waiver is granted from Section 38-1258(b) to allow multi-family buildings between twenty-five (25) feet to one-hundred and fifty (150) feet of single family zoned property to be developed at a maximum height of five (5) stories and sixty-five (65) feet in height for one-hundred (100) percent of the buildings, in lieu of multi-family buildings located between one hundred plus (100+) feet to one hundred and fifty (150) feet of single-family zoned property varying in height with a maximum of fifty percent (50%) of the buildings being three (3) stories [not to exceed forty (40) feet] in height with the remaining buildings being one (1) story or two (2) stories in height.
  - 3) A waiver is granted from Section 38-1258(e) to allow for ten (10) foot paving setbacks adjacent to single-family zoned property, in lieu of a twenty-five (25) foot minimum paving setback.
- m. A waiver is granted from Orange County Code Section 38-1384(f)(l) [General Residential Development Standards] to allow each block face with more than five (5) lots with or without alleys to contain one (1) distinct lot size (excluding end units), in lieu of at least two (2) distinct lot sizes (excluding end units).
- n. The following waivers are from the development guidelines under Orange County Code Sections 38-1385.8 (Garden Home Mixed Use District) and 38-1386 (Village Home District):
- 1) A waiver is granted from Section 38-1385.8(b)(2) to decrease the minimum average lot size to three-thousand eight-hundred and forty (3,840) square feet for single-family lot sizes less than forty (40) feet in width [and corner lots less than fifty (50) feet in width], in lieu of six-thousand (6,000) square feet.
  - 2) A waiver is granted from Section 38-1385.8(b)(4) to allow for a minimum lot width of thirty-two (32) feet for single-family detached units, in lieu of forty (40) feet for single-family detached units.
  - 3) A waiver is granted from Section 38-1385.8(b)(9)(a) to allow a seven (7) foot front porch setback for lots less than forty (40) feet in width [and corner lots less than fifty (50) feet in width], in lieu of a ten (10) foot front porch setback.
  - 4) A waiver is granted from Section 38-1385.8(b)(9)(b) to allow a minimum side yard setback of four (4) feet for lots less than forty (40) feet in width [and corner lots less than fifty (50) feet in width], in lieu of a five (5) foot side yard setback.
  - 5) A waiver is granted from Section 38-1386(b)(2) to decrease the minimum

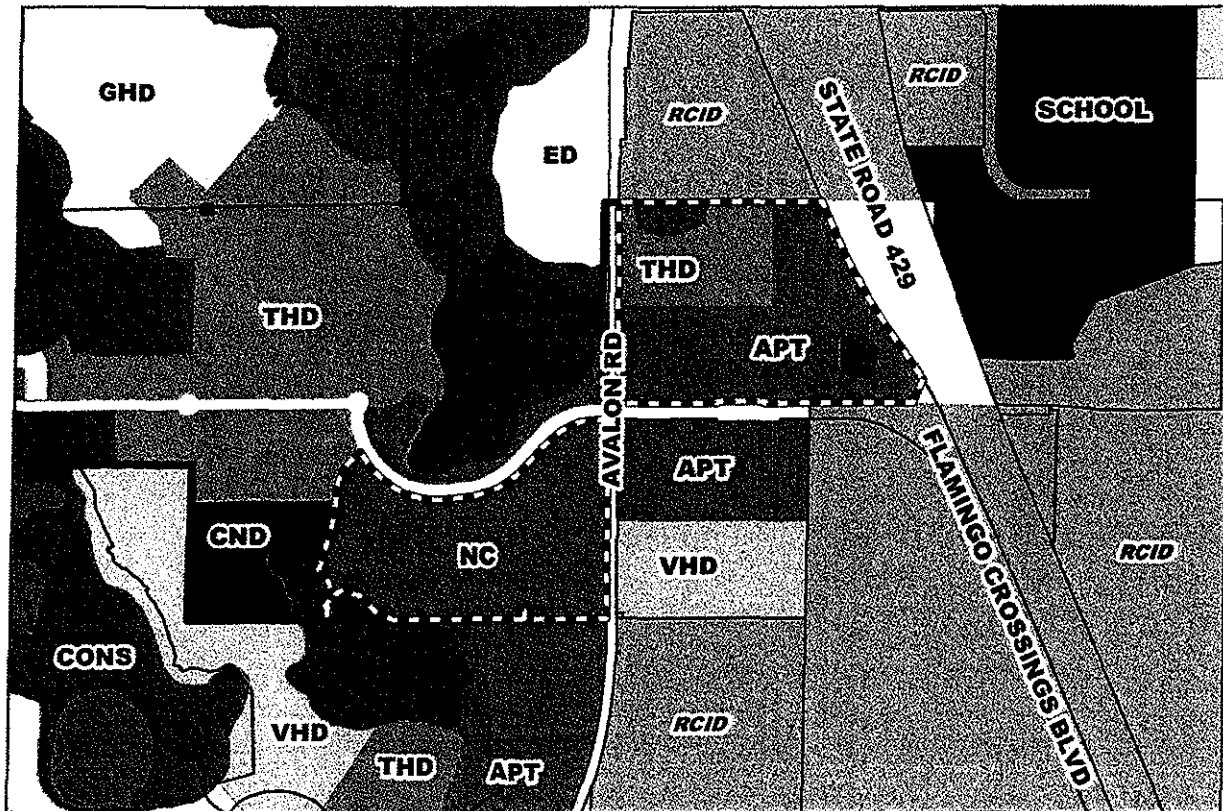
average lot size to three-thousand eight-hundred and forty (3,840) square feet for single-family lots sizes less than thirty-five (35) feet in width [and corner lots less than forty-five (45) feet in width], in lieu of four-thousand two-hundred (4,200) square feet.

- 6) A waiver is granted from Section 38-1386(b)(4) to allow for a minimum lot width of thirty-two (32) feet for single-family detached units, in lieu of thirty-five (35) feet for single-family detached units.
- 7) A waiver is granted from Section 38-1386(b)(10)(a) to allow a seven (7) foot front porch setback for lots less than forty (40) feet in width [and corner lots less than fifty (50) feet in width], in lieu of a ten (10) foot front porch setback.
- 8) A waiver is granted from Section 38-1386(b)(10)(b) to allow a minimum side yard setback of four (4) feet for lots less than thirty-five (35) feet in width [and corner lots less than forty-five (45) feet in width], in lieu of a five (5) foot side yard setback.
- o. A waiver is granted from Orange County Code Sections 38-1387.2(a)(8)(c) [Apartment District] and 38-1387.3(b)(3)(h)(3) [Condominium District] to correct the referenced code section to reflect "garage setbacks per section 38-1384(g)", in lieu of "garage setbacks per section 38-1384(i)".
- p. A waiver is granted from Orange County Code Section 38-1388(e)(i) [Neighborhood Center District] to eliminate the maximum fifty (50) foot lot width.
- q. The Development Standards and Guidelines for this PD shall be consistent with Orange County Code Chapter 38 (New Village PD Code) unless expressly and explicitly waived by the Board of County Commissioners.
- r. Multi-use trails / bike paths shall be maintained by the HOA. Funding of this maintenance expense shall be the responsibility of the HOA unless the County approves a MSBU or other funding mechanism for this purpose.
- s. Prior to the first PSP/DP an agreement addressing development and maintenance of the APF Park land shall be entered into with the developer and the County.
- t. Waivers to any development standard of Chapter 38 of the Orange County Code may be granted by the Board of County Commissioners at a public hearing in conjunction with the approval of any PSP for a parcel(s) of land within the Waterleigh PD, except as may be provided to the contrary in Section 38-1207 regarding substantial changes to a PD Land Use Plan. A revised PD noting the requested waivers (applicable to the specific PSP) shall be submitted with the PSP application. Notification of waiver requests prior to the public hearing shall be the same as that required for a substantial change to a PD Land Use Plan, e.g., including notice to owners of property within 300 feet of the perimeter of the PD.

**PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (May 19, 2015)**

Upon a motion by Commissioner Boyd, seconded by Commissioner Nelson, 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 Adam Smith, VHB, Inc., Waterleigh Planned Development / Land Use Plan (PD/LUP) – Case # CDR-14-10-315, to amend the PD by rearranging the internal configuration of land use districts and APF facilities, subject to conditions.

CDR-16-03-089



Subject Property  
 PD Boundary



★ Subject Property

### Future Land Use Map

FLUM: Village (V), Village H Specific Area Plan (SAP)

APPLICANT: John Prowell, VHB, Inc.

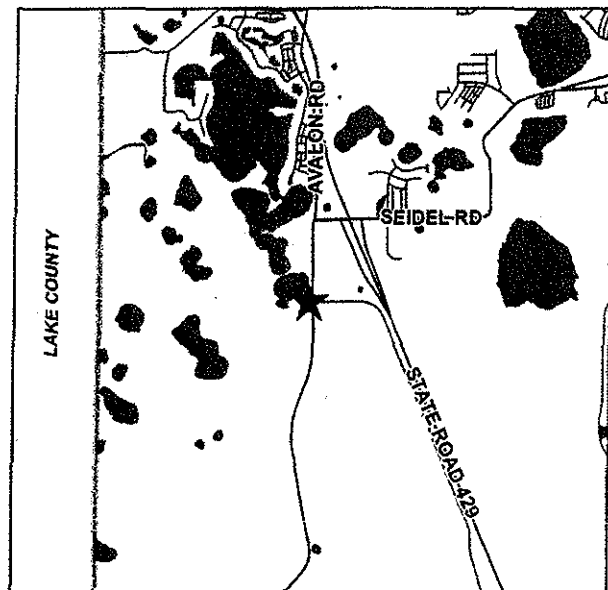
LOCATION: Generally located south of Old YMCA Road and west of Avalon Road / County Road 545

TRACT SIZE: 1,485.40 gross acres (overall PD)  
 77.80 gross acres (affected parcels)

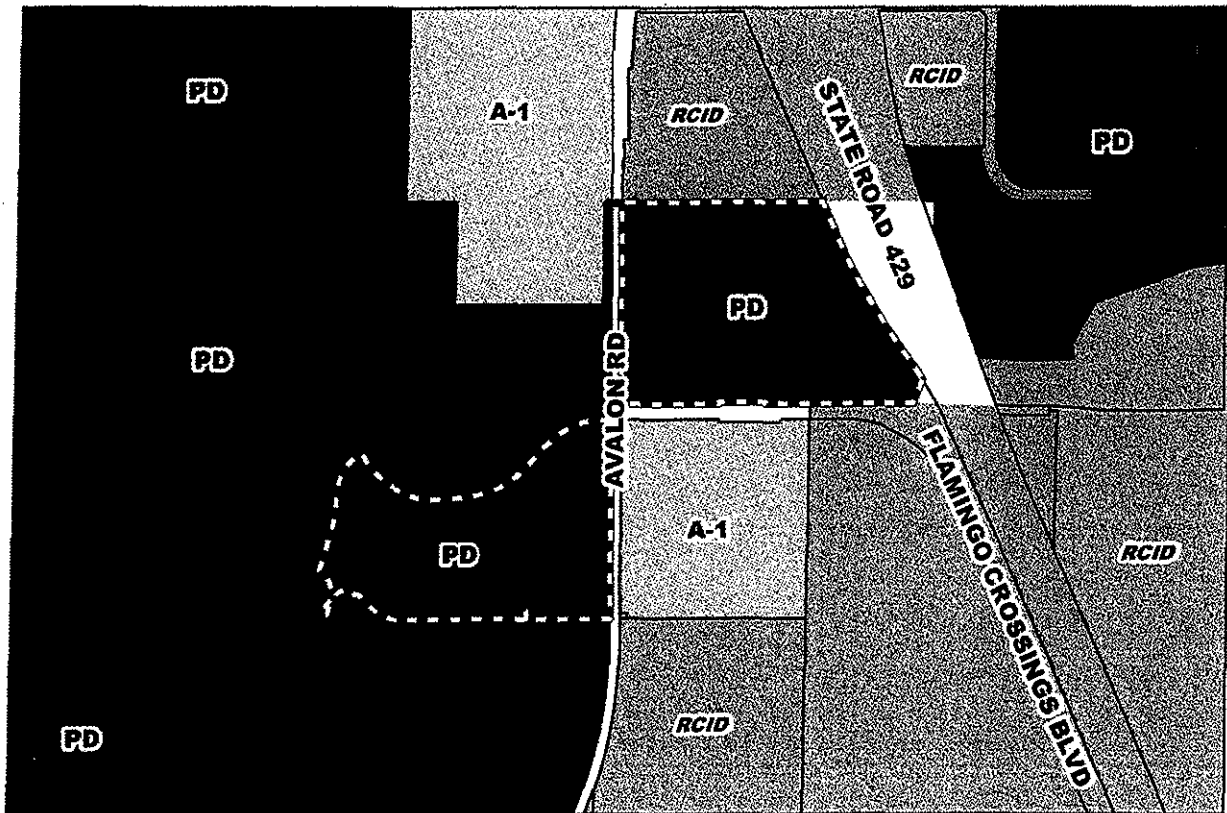
DISTRICT: # 1

S/T/R: 07/24/27, 08/24/27

1 inch = 1,000 feet



CDR-16-03-089



Subject Property  
 PD Boundary

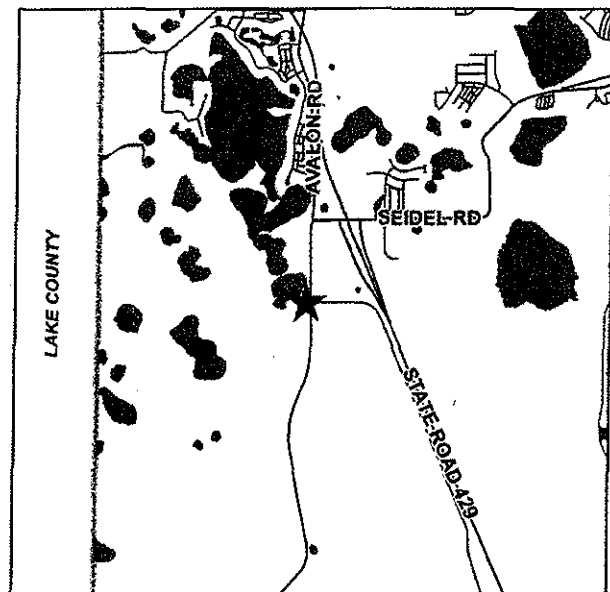


★ Subject Property

### Zoning Map

**ZONING:** PD (Planned Development District)  
**APPLICANT:** John Prowell, VHB, Inc.  
**LOCATION:** Generally located south of Old YMCA Road and west of Avalon Road / County Road 545  
**TRACT SIZE:** 1,485.40 gross acres (overall PD)  
 77.80 gross acres (affected parcels)  
**DISTRICT:** #1  
**S/T/R:** 07/24/27, 08/24/27

1 inch = 1,000 feet





**Hickorynut Village (Village H) of Horizon West  
Orange County, Florida**

**Owner / Applicant:**  
D.R. Horton, Inc.  
5550 T.G. Lee Blvd., Suite 600  
Orlando, FL 32822  
Tel.: 407.850.5200

**Agent:**  
Jim Cooper  
Cooper Development LLC  
400 N. New York Ave., Suite 110  
Winter Park, FL 32790  
Tel.: 407.808.9356

Agent:  
Merrinda R. Fitzgerald  
Lawrence Davidoff Rosen Kravitz & Neff, P.A.  
211 North First Drive  
Orlando, FL 32802  
P 407.842.0020

Surgery:  
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**Latest Issue: 04/05/2016**

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Sheet 1	Cover Sheet	04/05/2016
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Sheet 5	Vegetation / FLUCCS / Wetland Limits	04/05/2016
Sheet 6	Land Use Plan	04/05/2016
Sheet 7	SAP and Code Consistency	04/05/2016
Sheet 8	Notes & Waivers - Design Standards	04/05/2016
Sheet 9	Adequate Public Facilities & TDR	04/05/2016
Sheet 10	Typical Sections	04/05/2016
Sheet 11	Boundary Sketch & Legal Description	04/05/2016

By The Development Review Committee (DRC) Office at 5:00 pm, Apr 05, 2010

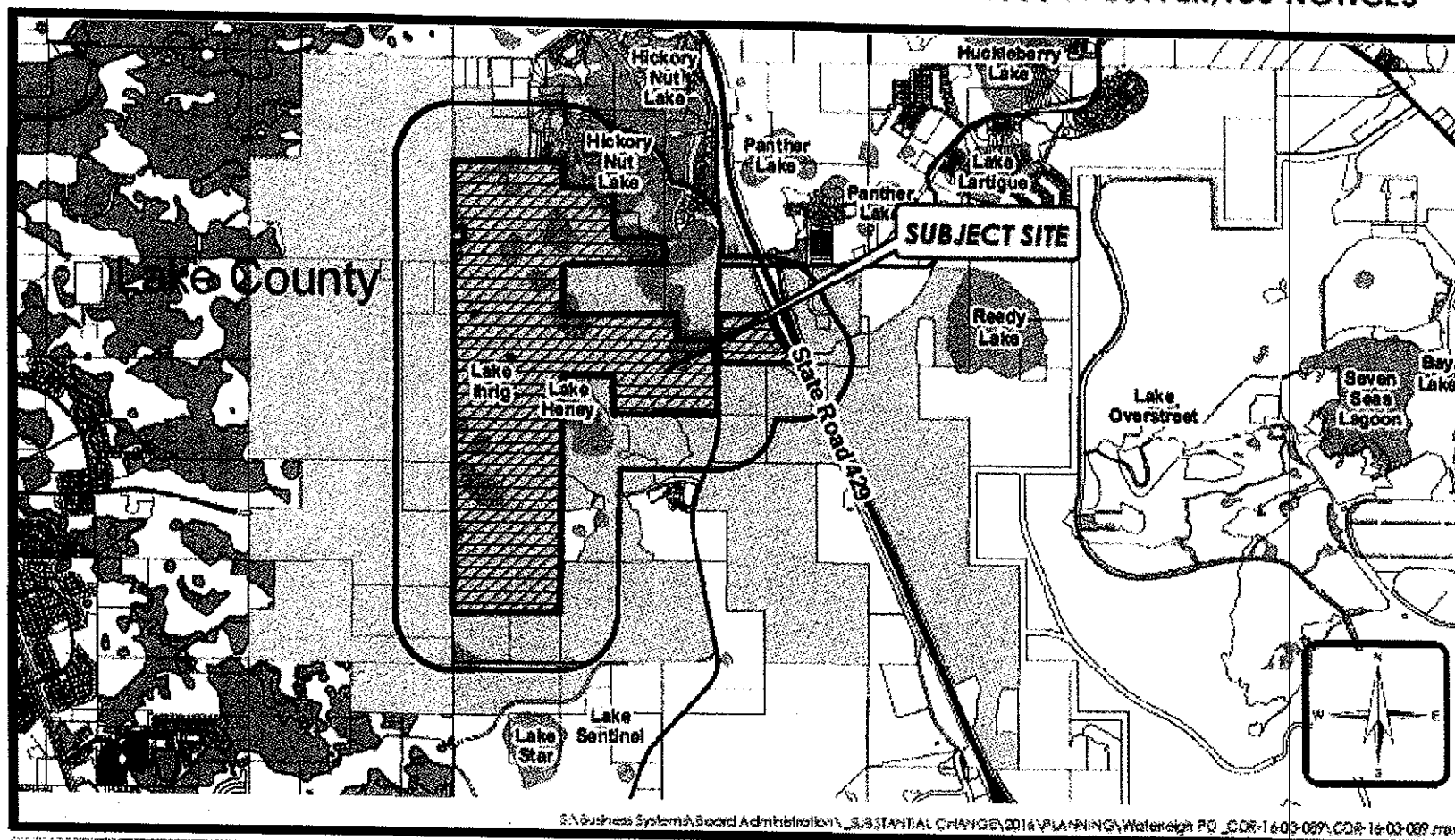
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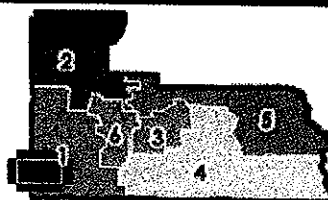
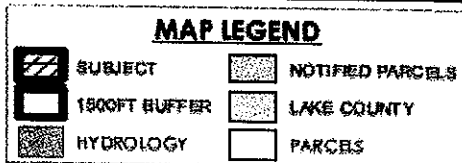
# Public Notification Map

WaterleighPD\_CDR-16-03-089  
1500 FT BUFFER, 136 NOTICES



Notification Map

DRC Staff Report  
Orange County Planning Division  
BCC Hearing Date: July 19, 2016



1 inch = 3,698 feet

