



AGENDA

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

TUESDAY, JULY 12, 2016

MEETING STARTS AT 9:00 a.m.

- Invocation – Mayor
- Pledge of Allegiance
- Presentation of a proclamation designating July as Lakes Appreciation Action Month
- Public Comment*

I. CONSENT AGENDA

A. COUNTY COMPTROLLER

1. Approval of the minutes of the May 24, 2016 meeting of the Board of County Commissioners. **(Clerk's Office) Page 19-71**
2. 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 19**

B. COUNTY SHERIFF

1. Approval and execution of A Resolution of the Board of County Commissioners of Orange County, Florida, approving the execution and delivery by the Orange County Sheriff's Office, on behalf of the County, as lessee, of a Master Lease Agreement with JPMorgan Chase Bank, N.A., as lessor; providing for certain other matters in connection therewith; and providing an effective date. **Page 72-87**

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*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 12, 2016

I. CONSENT AGENDA (Continued)

C. COUNTY ADMINISTRATOR

1. Confirmation of Commissioner Boyd's appointment of David A. Winslow to the Big Sand Lake Advisory Board with a term expiring December 31, 2016. **(Agenda Development Office) Page 88**
2. Approval of the Membership and Mission Review Board's recommendations for advisory board appointments and reappointments: **(Agenda Development Office) Page 89**
 - A. **Animal Services Advisory Board:** Appointment of Dr. Nanette Parratto-Wagner to succeed Dr. John Wight in the veterinarian representative category and the appointment of Thomas E. Mortimer to succeed William F. Gouveia in the at large representative category with terms expiring December 31, 2017. **Page 90-91**
 - B. **Citizens' Review Panel for Human Services:** Reappointment of Elizabeth Nelson in the at large representative category and the appointment of Jentri Casaberry to succeed Rev. Evers Robinson in the at large representative category with terms expiring December 31, 2018 and the appointment of Brent D. Hartman to succeed Laurie Stern in the youth advocate representative category with a term expiring December 31, 2017. **Page 92-94**
 - C. **International Drive CRA Advisory Committee:** Appointment of Thomas D. Smith to succeed Terry W. Prather in the International Drive Chamber of Commerce representative category with a term expiring January 1, 2018. **Page 95-96**
 - D. **Parks and Recreation Advisory Board:** Reappointment of Mark A. Arias in the District 3 representative category and the appointment of Kurt Saba to succeed Jacqueline A. Blake in the Mayor's at large representative category with terms expiring June 30, 2018. **Page 97-98**

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TUESDAY, JULY 12, 2016

I. CONSENT AGENDA (Continued)

C. COUNTY ADMINISTRATOR (Continued)

3. Confirmation of the County Mayor's staff reappointments for the 3rd Quarter FY 2015-2016. **(Human Resources Division) Page 99-101**
 - James W. Becker, Manager, Solid Waste, Utilities
 - Yolanda S. Brown, Manager, Fiscal and Operational Support, Family Services
 - Deodat Budhu, Manager, Roads and Drainage, Public Works
 - Mitchell L. Glasser, Manager, Housing and Community Development, Community, Environmental and Development Services
 - Joseph C. Kunkel, Deputy Director, Public Works
 - Dil D. Luther, Manager, Animal Services, Health Services
 - Julie R. Naditz, Manager, Highway Construction, Public Works
 - Renzo A. Nastasi, Manager, Transportation Planning, Community, Environmental and Development Services
 - Kurt N. Petersen, Manager, Office of Management and Budget, Office of Accountability
 - William R. Powell, Manager, Correctional Facility, Corrections
 - Joel D. Prinsell, Deputy County Attorney, County Administration
 - Teresa Remudo-Fries, Deputy Director, Utilities
 - Anthony Rios, Division Chief, Fire Rescue
 - Todd P. Swingle, Deputy Director, Utilities
 - Jacqueline W. Torbert, Manager, Water Operations, Utilities
4. Approval for the Orange County Sheriff's Office to spend \$1,500 from the FY 2016 Law Enforcement Trust Fund to provide an eligible contribution to the Early Learning Coalition of Orange County (\$1,500). **(Office of Management and Budget) Page 102-105**
5. Approval of budget amendments #16-44, #16-45, #16-46, and #16-47. **(Office of Management and Budget) Page 106-111**
6. Approval of budget transfer #16-000001141. **(Office of Management and Budget) Page 112-113**

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TUESDAY, JULY 12, 2016

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y16-1066-DG, Class III Landfill for Disposal of Construction, Demolition & Vegetative Yard Waste Materials, to the low responsive and responsible bidder, Hubbard Construction Company. The estimated contract award amount is \$809,600. ([Public Works Department Roads and Drainage Division] **Procurement Division) Page 114-116**
2. Approval to award Invitation for Bids Y16-1075-LC, Fence Installation and Repair, to the low responsive and responsible bidder, All Rite Fence Services, Inc. for Lots A and B. The total contract award amount for Lot A is \$1,428,120 and the total contract award amount for Lot B is \$427,912.50 for 1-year term. (**Procurement Division) Page 117-122**
3. Approval to award Invitation for Bids Y16-1077-PD, Fill Dirt and Natural Sand, to the low responsive and responsible bidder, G. W. Trucking, Inc. The estimated contract award amount is \$412,500 for a 1-year term. ([Public Works Department Stormwater Management Division] **Procurement Division) Page 123-126**
4. Approval to award Invitation for Bids Y16-1078-PD, Interior Painting Services, to the low responsive and responsible bidder, Silva's Painting & General Services, LLC. The estimated contract award amount is \$446,200 for a 1-year term. ([Administrative Services Department Facilities Management Division] **Procurement Division) Page 127-130**
5. Approval to award Invitation for Bids Y16-764-PH, Vistana Water Supply Facility Improvements, to the low responsive and responsible bidder, Wharton-Smith, Inc. The total contract award amount is \$2,566,000. ([Utilities Department Engineering Division] **Procurement Division) Page 131-134**
6. Approval of Purchase Order M79564, Upgrades to Utilities Customer Service Billing System, with First Data Government Solutions in the amount of \$135,184. ([Utilities Department Customer Service Division] **Procurement Division) Page 135-136**
7. Approval of Contract Y16-1104, Truck Scale Planned Maintenance and Repairs for Landfill, Porter and L.B. McLeod Transfer Stations, with Mettler-Toledo, LLC in the total contract award amount of \$134,907 for a 1-year term. ([Utilities Department Solid Waste Division] **Procurement Division) Page 137**
8. Approval of Contracts Y16-1094 with Hydra Service, Inc. for ABS Brand Submersible Pumps, Parts and Repairs in the estimated contract amount of \$1,400,000 for a 3-year term and Contract Y16-1095 with Xylem Water Solutions U.S.A., Inc. for Flygt Brand Submersible Pumps, Parts and Repairs in the estimated contract amount of \$3,000,000 for a 3-year term. ([Utilities Department Field Services Division] **Procurement Division) Page 138-139**

CONTINUED

TUESDAY, JULY 12, 2016

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

9. Approval of Contract Y16-2066, On-Line Medical Control Agreement for EMS, with Orlando Health Central, Inc. in the annual contract award amount of \$189,000 for a 1-year period. ([Health Services Department] **Procurement Division**) **Page 140-141**
10. Selection of Public Safety Corporation Request for Proposals Y16-107-MA to provide a False Alarm Billing System. ([Fire Rescue Department Planning and Technical Services Division] **Procurement Division**) **Page 142-144**
11. Approval and execution of Resolution and County Deed from Orange County to the School Board of Orange County, Florida and authorization to record instrument for Summerlake PD – APF School Dedication Site #85-E-W-4. District 1. **(Real Estate Management Division) Page 145-146**
12. Approval and execution of Distribution Easement between Orange County and Duke Energy Florida, LLC, d/b/a Duke Energy and authorization to record instrument for Eastern Regional Water Supply Facility. District 4. **(Real Estate Management Division) Page 147-148**
13. Approval and execution of Utility Easement between the School Board of Orange County, Florida and Orange County and authorization to record instrument for Bay Lake ES (Site 117-E-SW-4) Permit No. 15-E-045. District 1. **(Real Estate Management Division) Page 149-150**
14. Approval and execution of Temporary License Agreement for Construction Access between Orange County and Taylor Morrison of Florida, Inc. and delegation of authority to the County Administrator to exercise extensions if necessary for Hidden Springs Repump Facility Property – Construction Access. District 1. **(Real Estate Management Division) Page 151-152**
15. Approval and execution of First Amendment to Conservation and Access Easement between Greenway Somerset Park, LLC, Greenway Park DRI, LLC and Orange County with Joinders and Consents of Association to First Amendment to Conservation and Access Easement from Greenway Park DRI Property Owners Association, Inc. and Somerset Park Homeowners' Association, Inc. and authorization to record instrument for Greenway Park DRI, LLC (CAIP #09-015). District 4. **(Real Estate Management Division) Page 153-154**
16. Approval and execution of Notice of Reservation and authorization to disburse funds to pay recording fees and record instrument for Dominish Estates Tract A, Retention. District 2. **(Real Estate Management Division) Page 155-156**

CONTINUED

TUESDAY, JULY 12, 2016

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

17. Approval and execution of Amendment To Non-Exclusive Drainage Easement between Ancora International, LLC and Orange County, approval of Subordination of Encumbrances to Property Rights to Orange County from Wells Fargo Bank, N. A. and authorization to record instruments for Ancora Apartments (Permit #B15902294). District 1. **(Real Estate Management Division) Page 157-158**
18. Approval and execution of Non-Exclusive Underground Transmission Pipe Utility Easement Agreements between Orlando Utilities Commission, City of Orlando and Orange County and authorization to disburse funds to pay purchase price, attorney fees, recording fees and record instruments for Innovation Place Project (a.k.a. Storey Park Utilities). District 4. **(Real Estate Management Division) Page 159-160**

E. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Approval and execution of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 1,2,3,4,&6. **(Code Enforcement Division) Page 161-163**

| | | | | |
|------------|------------|------------|------------|------------|
| LC 16-0492 | LC 16-0563 | LC 16-0607 | LC 16-0514 | LC 16-0548 |
| LC 16-0480 | LC 16-0565 | LC 16-0430 | LC 16-0530 | LC 16-0550 |
| LC 16-0483 | LC 16-0567 | LC 16-0517 | LC 16-0531 | LC 16-0551 |
| LC 16-0533 | LC 16-0572 | LC 16-0411 | LC 16-0534 | LC 16-0552 |
| LC 16-0535 | LC 16-0495 | LC 16-0447 | LC 16-0544 | LC 16-0553 |
| LC 16-0560 | LC 16-0555 | LC 16-0449 | LC 16-0545 | LC 16-0558 |
| LC 16-0561 | LC 16-0559 | LC 16-0454 | LC 16-0546 | LC 16-0580 |
| LC 16-0562 | LC 16-0581 | LC 16-0511 | LC 16-0547 | LC 16-0594 |

2. **Note: This item will be pulled to be heard with Public Hearing H.17. LUP-16-01-002**

Approval and execution of Adequate Public Facilities Agreement for The Grow PD (A/K/A Lake Pickett South) by and among Banksville of Florida, Inc., Nivesa of Florida, Inc., New Ideas Incorporated, Margot H. Lopez, and Orange County. District 5. **(Development Review Committee) Page 164-193**

CONTINUED

TUESDAY, JULY 12, 2016

I. CONSENT AGENDA (Continued)

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

3. Acceptance of the Recommendation of the Environmental Protection Commission to approve the request for variances to Orange County Code, Chapter 15, Article IX, Section 15-342(e) (roof height) and Section 15-342(g) (enclosed dock); and approve the waiver to Section 15-343(b) (side setback) for the Kapadia Dock Construction Permit BD-16-01-009. District 1. **(Environmental Protection Division) Page 194-201**
4. **Note: This item will be pulled to be heard with Public Hearing G.14.**
Adoption and execution of Order Approving Rescission of Grand Palisades Resort Development of Regional Impact Corrected Development Order. District 1. **(Planning Division) Page 202-265**
5. **Note: This item will be pulled to be heard with Public Hearing F.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 266-279**
6. **Note: This item will be pulled to be heard with Public Hearing H.17. LUP-16-01-002**
Approval and execution of Road Network and Mitigation Agreement (The Grow (a/k/a Lake Picket South) S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road by and among American Land Investments of Orange County, LLC, Banksville of Florida, Inc., Nivesa of Florida, Inc., New Ideas Incorporated, and Margot H. Lopez, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982, and Orange County to fund transportation improvements and provide for a road network to mitigate the traffic impacts for The GROW Development. District 5. **(Roadway Agreement Committee) Page 280-321**
7. Approval of Street Name Petition to rename Swaying Cypress Way to Los Feliz Drive and authorization for County staff to update associated records. District 1. **(Zoning Division) Page 322-325**

CONTINUED

TUESDAY, JULY 12, 2016

I. CONSENT AGENDA (Continued)

F. FAMILY SERVICES DEPARTMENT

1. Approval and execution of State of Florida Department of Economic Opportunity Agreement Number: 16WX-0G-06-58-08-025, Federally Funded Subgrant Agreement Weatherization Assistance Program for Low-Income Persons between the State of Florida, Department of Economic Opportunity and Orange County in the amount of \$488,355 and approval for the Mayor or designee to sign future modification agreements. The Agreement period will end on March 31, 2017. All Districts. **(Community Action Division) Page 326-385**
2. Approval of Orange County Family Services Head Start Division Standard Operating Procedures. **(Head Start Division) Page 386-443**
3. Approval of July 2016 Neighborhood Pride Landscaping Grant as recommended by the Neighborhood Grants Advisory Board for Lake Nally Woods HOA (\$2,500). District 1. **(Neighborhood Preservation and Revitalization Division) Page 444-446**
4. Approval of July 2016 Neighborhood Pride Nonprofit Housing Repair Grants as recommended by the Neighborhood Grants Advisory Board for The Morning After Center for Hope and Healing, Inc. (\$20,000) and Rebuilding Together Orlando (\$20,000). Districts 1 and 2. **(Neighborhood Preservation and Revitalization Division) Page 447-449**
5. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding the Application of Rebuilding Together of Orlando as a Designated Project of the Enterprise Zone Community Contribution Tax Credit Program. Districts 2, 3, 5, and 6. **(Neighborhood Preservation and Revitalization Division) Page 450-459**
6. Approval of July 2016 Neighborhood Pride Sign Grants as recommended by the Neighborhood Grants Advisory Board for Magnolia Hills at Lake Gandy (\$5,000) and Silver Star Estates (\$5,000). Districts 2 and 6. **(Neighborhood Preservation and Revitalization Division) Page 460-463**
7. Approval of July 2016 Neighborhood Pride Entranceway Grants as recommended by the Neighborhood Grants Advisory Board for Lake Rose HOA (\$5,000); Lyme Bay Colony Condominium Association (\$5,000) and Silver Pines Pointe Phase 1 and 2 (\$5,000). Districts 3 and 6. **(Neighborhood Preservation and Revitalization Division) Page 464-468**
8. Approval of the July 2016 Sustainable Communities Grant as recommended by the Neighborhood Grants Advisory Board for Watermill Cove HOA (\$3,000). District 5. **(Neighborhood Preservation and Revitalization Division) Page 469-472**

CONTINUED

TUESDAY, JULY 12, 2016

I. CONSENT AGENDA (Continued)

G. HEALTH SERVICES DEPARTMENT

1. Approval and execution of the renewal Certificate of Public Convenience and Necessity for Winter Park Fire Rescue to provide Advanced Life Support Transport Service. The term of this certificate is from July 31, 2016 through July 31, 2018. There is no cost to the County. **(EMS Office of the Medical Director) Page 473-475**
2. Approval and execution of the renewal Certificate of Public Convenience and Necessity for Orange County Fire Rescue, Operations to provide Advanced Life Support Transport Service. The term of this certificate is from July 31, 2016 through July 31, 2018. There is no cost to the County. **(EMS Office of the Medical Director) Page 476-478**
3. Approval and execution of the renewal Paratransit Services License for Mid-Florida Patient Transport, Inc., to provide wheelchair/stretchers service. The term of this License is from July 31, 2016 through July 31, 2018. There is no cost to the County. **(EMS Office of the Medical Director) Page 479-482**

H. PUBLIC WORKS DEPARTMENT

1. Approval to remove the "No Parking" zones in the Willowbrook Cove Subdivision. District 3. **(Traffic Engineering Division) Page 483-484**
2. Approval to construct speed humps on Marcia Drive. District 5. **(Traffic Engineering Division) Page 485-487**
3. Approval to construct speed humps on Abalone Boulevard. District 5. **(Traffic Engineering Division) Page 488-490**

I. UTILITIES DEPARTMENT

1. Approval and execution of Utility Construction Reimbursement Agreement for Dowden Road, Connector Road, and Innovation Way South (Part B) by and between Orange County and Lennar Homes, LLC, in the not-to-exceed amount of \$1,569,339. District 4. **(Engineering Division) Page 491-524**

CONTINUED

TUESDAY, JULY 12, 2016

II. INFORMATIONAL ITEMS**

A. COUNTY COMPTROLLER

**1. Receipt of the following items to file for the record: (Clerk's Office)
Page 525-526**

- a. Orange County, Florida Declaration of State of Local Emergency Executive Order No. 16-01 regarding a shooting at a commercial establishment known as "Pulse", dated June 12, 2016.
- b. City of Orlando Voluntary Annexation Request: South Gate - ANX2015-00022. Notice of Proposed Enactment. On July 11, 2016, the Orlando City Council will consider proposed Ordinance #2016-13, entitled An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located north of Butler Dr., east of S. Orange Ave., south of E. Pineloch Ave., and west of Center St. and Oak Pl., and comprised of 10.678 acres of land, more or less; amending the City's Official Zoning Maps to designate the newly annexed land along with land already existing within the corporate limits of the city as the AC-2 Urban Activity Center District, in part, and the AC-2 Urban Activity Center District along with the Orange/Michigan Special Plan Overlay District, in part, such land comprised of 11.391 acres of land, more or less; providing for severability, correction of scrivener's errors, and an effective date. The public hearing and request for the second reading of this ordinance is scheduled for the City Council meeting on July 11, 2016 beginning at 2:00 p.m., in Council Chambers, 2nd floor, Orlando City Hall, 400 S. Orange Ave., Orlando, Florida.. The first reading of this ordinance was approved on May 9, 2016.
- c. City of Orlando Economic Development Department Majorca Property Annexation Study Report with attachments and exhibits. The annexation study area comprises 11.263 acres consisting of 4 parcels (26-23-28-5411-00010, 26-23-28-5411-00-020, 26-23-28-5410-00-002 and 26-23-28-5410-00-001) and a portion of a fifth parcel (26-23-28-5411-00-030). Exhibit 1 - Majorca Study Area Map; Exhibit 2 - Majorca Study Area County Future Land Use Map (current and proposed); Exhibit 3 - Majorca Study Area County Zoning Map (current and proposed); Exhibit 4 - Statement certifying that the area to be annexed meets the criteria in S. 171.043, F.S.

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

CONTINUED

TUESDAY, JULY 12, 2016

II. INFORMATIONAL ITEMS (Continued)**

A. COUNTY COMPTROLLER (Continued)

1. Receipt of the following items to file for the record: (Continued) **(Clerk's Office)**
Page 525-526

- d. Jurisdictional Boundary Map Update in reference to Ordinance No. 2016-44, entitled An Ordinance of the City Council of the City of Orlando, Florida annexing to the corporate limits of the City certain land generally located south of State Road 417, North of Tyson Road and East of Narcoossee Road, addressed as 10123 William Carey Drive and 12345 Narcoossee Road and comprised of 54.16 acres of land, more or less; providing for consent to the Municipal Services Taxing Unit for Lake Whippoorwill; providing for severability, correction of scrivener's errors, and an effective date.

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

CONTINUED

TUESDAY, JULY 12, 2016

III. DISCUSSION AGENDA

A. ADMINISTRATIVE SERVICES DEPARTMENT

1. Selection of one firm and an alternate to provide Tennis Management Services at Lake Cane Tennis Center at Shadow Bay Park, Request for Proposals Y16-1053-JS, from the following firms, listed alphabetically:
 - Central Florida Tennis Management Associates, LLC
 - M.G. Tennis Shop, Inc.([Community, Environmental and Development Services Department Parks and Recreation Division] **Procurement Division**) **Page 527-529**

B. HEALTH SERVICES DEPARTMENT

1. Approval to move forward with the design and construction of both the Animal Services Building 300 Ventilation Upgrade project and the adjacent Interaction Yard Shade and Turf project. **Page 530**
2. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding certain services fees charged by Orange County Health Department and authorizing revisions to the schedule of fees to take effect immediately. (**Health Services Department**) **Page 531-535**

C. OFFICE OF REGIONAL MOBILITY

1. MetroPlan Orlando Board Meeting Briefing. **Page 536**

D. COUNTY MAYOR

1. Open discussion on issues of interest to the Board. **Page 537-538**

R E C E S S

TUESDAY, JULY 12, 2016

MEETING STARTS AT 2:00 p.m.

IV. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Petition to Vacate

1. Applicant: Chris Sousa, on behalf of Atlantic Civil Holdings, LLC, Petition to Vacate # 16-02-002, portion of an unopened and unimproved right-of-way; District 6
2. Applicant: Thomas V. Infantino, on behalf of RJ Realty, LLC, Petition to Vacate # 15-03-006, portion of an unopened and unimproved unnamed right-of-way; District 1

B. Board of Zoning Adjustment Board-Called

- 3.✓ Applicant: Margaret Rogers, Case # VA-15-12-118, May 5, 2016; District 2

C. Development Plan

- 4.✓ Applicant: Heather Isaacs, Windermere Property Holdings, LLC, Isleworth - Four Corners PD/The Grove at Isleworth PSP/The Grove at Isleworth Parcel 4 Development Plan, Case # DP-15-08-224; District 1

D. Preliminary Subdivision Plan

- 5.✓ Applicant: Miranda F. Fitzgerald, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., Kerina Parkside PD/Parkside Tract 11 Preliminary Subdivision Plan, Case.# PSP-15-07-220; District 1

E. Shoreline Alteration/Dredge and Fill

- 6.✓ Applicant: Jennifer Gohlke and Muhammed Khan, Pocket Lake, after-the-fact permit; District 1

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

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

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TUESDAY, JULY 12, 2016

IV. PUBLIC HEARINGS (Continued)

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

F. Rezoning

- 7.✓ Applicant: Allison Turnbull, Holland & Knight, Orlando Airport Park PD/LUP, Case # LUPA-16-03-088; District 4 (**WITHDRAWN**)
- 8.✓ Applicant: Constance Owens, Buena Vista Commons PD/LUP, Case # LUPA-15-08-240; District 1
- 9.✓ Applicant: James G. Willard, Wincey Groves PD/UNP, Case # LUP-15-11-342; District 1
- 10.✓ Applicant: Jim Hall, Kurtyka PD/LUP, Case # LUP-14-03-069; District 3

G. Substantial Change

- 11.✓ Applicant: Chuck Whittall, Venetian Isles at Horizon West, LLC, North of Albert's Planned Development (PD)/Westside Preliminary Subdivision Plan (PSP) - Substantial Change, Case # CDR-16-05-168, amend plan; District 1 (**WITHDRAWN**)
- 12.✓ Applicant: Chuck Whittall, Venetian Isles at Horizon West, LLC, North of Albert's Planned Development (PD)/Westside Preliminary Subdivision Plan (PSP)/Lots 1 & 2 - Westside Shoppes Development Plan (DP) - Substantial Change, Case # DP-15-11-344, amend plan; District 1 (**CANCELED**)
- 13.✓ Applicant: Matthew Gourlay, Grandeville at Avalon Park, LTD, Colonial Sunflower Planned Development/Land Use Plan (PD/LUP), Case # CDR-16-04-151, amend plan; District 4
- 14.✓ Applicant: Miranda Fitzgerald, Lowndes Drosdick Doster Kantor & Reed, P.A., Lake Austin Planned Development/Land Use Plan (PD/LUP), Case # CDR-16-01-027, amend plan; District 1

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

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

CONTINUED

TUESDAY, JULY 12, 2016

IV. PUBLIC HEARINGS (Continued)

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

G. Substantial Change (Continued)

- 15.✓ Applicant: Monica Feldman, Tricon Real Estate, Inc., Shoppes at Lake Avenue Planned Development/Land Use Plan (PD/LUP), Case # CDR-15-10-317, amend plan; District 1
- 16.✓ Applicant: John Prowell, VHB, Inc., Waterleigh Planned Development/Land Use Plan (PD/LUP), Case # CDR-16-03-089, amend plan; District 1

H. Ordinance/Comprehensive Plan

- 17. Amending Orange County Code, Adopting 2015-2 Regular Cycle State-Expedited Amendment to the 2010-2030 Comprehensive Plan (CP) (Continued from June 14, 2016)

STATE-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED TEXT AMENDMENT (LAKE PICKETT STUDY AREA POLICIES) AND FUTURE LAND USE MAP AMENDMENT

Amendment 2015-2-P-FLUE-1

Dwight Saathoff, Project Finance and Development, and Sean Froelich, Columnar Holdings, LLC for New Ideas, Inc.; Banksville of Florida, Inc.; Byrdley Realty Co., LP; Robert Lopez Trust; Nivesa of Florida and Rolling R. Ranch LTD; Mary R. Lamar; Eloise A. Rybolt Revocable Trust; and Lake Pickett North, LLC

Text amendments to Future Land Use Element establishing FLU OBJ6.8, FLU OBJ6.9, and associated policies related to the Lake Pickett Study Area, and corresponding amendments to various Comprehensive Plan policies. Establishment of Map 22 of the Future Land Use Map Series depicting the Lake Pickett Study Area. Text amendment to intergovernmental Coordination Element establishing Policy ICE 1.18.5 related to the Lake Pickett Study Area that will also have countywide applicability – District 5

CONTINUED

TUESDAY, JULY 12, 2016

IV. PUBLIC HEARINGS (Continued)

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

H. Ordinance/Comprehensive Plan (Continued)

17. Amending Orange County Code, Adopting 2015-2 Regular Cycle State-Expedited Amendment to the 2010-2030 Comprehensive Plan (CP) (Continued from June 14, 2016) (Continued)

STATE-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED TEXT
AMENDMENT AND FUTURE LAND USE MAP AMENDMENT AND
CONCURRENT REZONING REQUEST (THE GROW PD-RP)

Amendment 2015-2-A-5-1 (fka 2015-1-A-5-1 & 2014-2-A-5-1)

Dwight Saathoff, Project Finance & Development for New Ideas, Inc.; Banksville of Florida, Inc.; Robert Lopez Trust; and Nivesa of Florida;
Rural (R) to Lake Pickett (LP) (a proposed new Future Land Use Map designation) District 5

and

✓Rezoning LUP-16-01-002

A-2 (Farmland Rural District), R-CE-5 (Rural Country Estate Residential District), and PD (Planned Development District) (Walker Cove PD) to The GROW PD-RP (Planned Development-Regulating Plan)

and

✓Planning and Zoning Commission Appeal LUP-16-01-002

Appellant: Larry Frankel, Bryrdley Realty Co., LLC
Applicant: Dwight Saathoff, Project Finance and Development, Case # LUP-16-01-002, April 21, 2016; District 5

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

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

CONTINUED

TUESDAY, JULY 12, 2016

IV. PUBLIC HEARINGS (Continued)

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

H. Ordinance/Comprehensive Plan (Continued)

17. Amending Orange County Code, Adopting 2015-2 Regular Cycle State-Expedited Amendment to the 2010-2030 Comprehensive Plan (CP) (Continued from June 14, 2016) (Continued)

ORDINANCE/COMPREHENSIVE PLAN PUBLIC HEARING

Amending Orange County Code, adopting 2015-2 Regular Cycle Amendments to the 2010-2030 Comprehensive Plan (CP), adopting amendments pursuant to Section 163.3184, F.S.

CONTINUED

TUESDAY, JULY 12, 2016

IV. PUBLIC HEARINGS (Continued)

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

I. Comprehensive Plan

18. Amending Orange County Code, Transmittal 2016-1 Regular Cycle State-Expedited Amendment to the 2010-2030 Comprehensive Plan (CP) (Continued from June 14, 2016)

STATE-EXPEDITED REGULAR CYCLE PRIVATELY-INITIATED
FUTURE LAND USE MAP AMENDMENT (SUSTANY, FKA LAKE
PICKETT NORTH)

Amendment 2016-1-A-5-1 (fka 2015-1-A-5-2 & 2014-2-A-5-2)

Sean Froelich, Columnar Holdings, LLC, for Rolling R. Ranch LTD; Mary R. Lamar; Eloise A. Rybolt Revocable Trust; and Lake Pickett North LLC; Rural (R) and Rural Settlement 1/1 (RS 1/1) to Lake Pickett (LP) and Rural Settlement 1/1 (RS 1/1) District 5

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

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

* * *

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

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

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

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

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



OFFICE OF THE COMPTROLLER

ORANGE
COUNTY
FLORIDA

MARTHA O. HAYNIE, CPA
County Comptroller
201 South Rosalind Avenue
Post Office Box 38
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Telephone: 407-836-5690
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COUNTY COMMISSION AGENDA
Tuesday, July 12, 2016

COUNTY COMPTROLLER

Items Requiring Consent Approval

1. Approval of the minutes of the May 24, 2016, meeting of the Board of County Commissioners.
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same 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.

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS' MEETING

Date: Tuesday, May 24, 2016
Location: Commission Chambers, Orange County Administration Center,
First Floor, 201 S. Rosalind Avenue, Orlando, Florida
Members Present: County Mayor Teresa Jacobs; Commissioners S. Scott Boyd,
Bryan Nelson, Pete Clarke, Jennifer Thompson, Victoria P. Siplin;
Commissioner Ted Edwards joined the meeting where indicated.
Others Present: County Comptroller Martha Haynie as Clerk, County Administrator
Ajit Lalchandani, County Attorney Jeffrey J. Newton, Senior
Minutes Coordinator Craig Stopyra, Documents Coordinator
Jennifer Lara-Klimetz

- CALL TO ORDER, 9:04 a.m.
- INVOCATION - Reverend Cicero Bailon, The Grace International Fellowship
- MEMBER JOINED: Commissioner Edwards
- PLEDGE OF ALLEGIANCE
- PRESENTATION
Proclamation designating May as Asian Pacific American Heritage Month
- PRESENTATION
Proclamation designating May as Community Action Month
- PRESENTATION
Art in the Chambers
- PUBLIC COMMENT

The following persons addressed the Board for public comment:

- Jonathan Blount
- Virgil Blocker
- William Corredor

The following material was presented to the Board during public comment: Exhibit 1, from William Corredor.

The following material was received by the Clerk during public comment. The material referenced by the speaker was not presented to the Board: Submittal 1, from William Corredor.

- COUNTY CONSENT AGENDA

Motion/Second: Commissioners Clarke/Boyd

AYE (voice vote): All members

Action: The Mayor

- Deferred action on Community, Environmental and Development Services Department Item 2 for consideration with public hearing for Ordinance relating to issuance of vertical land permits prior to platting
- Deferred action on Community, Environmental and Development Services Department Item 3 for consideration with public hearing for Ordinance relating to issuance of vertical land permits prior to platting

and further, the Board approved the balance of the County Consent Agenda items as follows, including Addendum 1, County Attorney Item 1:

County Comptroller

1. Approval of the minutes of the April 5, 2016, meeting of the Board of County Commissioners. (Clerk's Office)
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. Periods are as follows:
 - May 06, 2016, to May 12, 2016; total of \$32,394,041.93.
 - May 13, 2016, to May 19, 2016; total of \$22,711,327.43.

(Finance/Accounting)

3. Disposition of Tangible Personal Property (Property Accounting)

Approval is requested of the following:

- a. Scrap assets

County Administrator

1. 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)
2. Confirmation of Commissioner Clarke's reappointment of Richard P. Richbourg and Lionel J. Robbins to the Lake Holden Advisory Board with terms expiring December 31, 2017. (Agenda Development Office)

3. Confirmation of Commissioner Clarke's reappointment of David G. Geller, Brett Barner, and Cynthia K. McCurry to the Lake Jessamine Water Advisory Board with terms expiring December 31, 2017. (Agenda Development Office)
4. Confirmation of Commissioner Clarke's reappointment of Douglas M. Spencer and Chad E. Wilkins to the Lake Mary MSTU Advisory Board with terms expiring December 31, 2017. (Agenda Development Office)
5. Confirmation of Commissioner Clarke's reappointment of Stephen E. Butler, Kenneth Carlson, and Jo Ann Nelson to the Lake Anderson Advisory Board with terms expiring December 31, 2017. (Agenda Development Office)
6. Approval and execution of Resolution 2016-B-07 of the Orange County Board of County Commissioners Regarding the Issuance of Tourist Development Tax Refunding Revenue Bonds, Series 2016. (Fiscal and Business Services Division)
7. Approval for the Orange County Sheriff's Office to spend \$29,400 from the FY 2016 Law Enforcement Trust Fund for the purchase of 744 doses of NARCAN Nasal Spray (\$27,900) and to provide an eligible contribution to Young Fathers of Central Florida (\$1,500). (Office of Management and Budget)
8. Approval of budget transfer #16C-0148. (Office of Management and Budget)
9. Approval of CIP amendment #16C-0150. (Office of Management and Budget)

Administrative Services Department

1. Approval to award Invitation for Bids Y16-182-EB, County Wide Roof Maintenance and Repair Services, to the low responsive and responsible bidder, Advanced Roofing, Inc. in the total estimated annual contract award amount of \$667,522.50. Further, authorized the Procurement Division to exercise contract option years one and two. ([Administrative Services Department Facilities Management Division] Procurement Division)
2. Approval to award Invitation for Bids Y16-1016-DG, Right-of-Way Mowing – Goldenrod Area, Section II, to the low responsive and responsible bidder, Groundtek of Central Florida, in the estimated annual contract award amount of \$250,260. Further, authorized the Procurement Division to exercise option years one and two. ([Public Works Department Roads and Drainage Division] Procurement Division)
3. Approval to award Invitation for Bids Y16-1017-DG, Right-of-Way Mowing – Three Points Area, Section IV, to the low responsive and responsible bidder, Lawnwalker Services, Inc., in the estimated annual contract award amount of \$158,100. Further, authorized the Procurement Division to exercise option years one and two. ([Public Works Department Roads and Drainage Division] Procurement Division)

4. Approval to award Invitation for Bids Y16-1018-DG, Right-of-Way Mowing – Taft Area, Section II, to the low responsive and responsible bidder, Lawnwalker Services, Inc., in the estimated annual contract award amount of \$175,820. Further, authorized the Procurement Division to exercise option years one and two. ([Public Works Department Roads and Drainage Division] Procurement Division)
5. Approval to award Invitation for Bids Y16-1020-LC, Office Supplies, to the low responsive and responsible bidder, Office Depot, Inc., for a 1-year term contract in the estimated contract amount of \$1,001,000 based on historical usage. Further, authorized the Procurement Division to renew the contract for two additional 1-year periods. ([Administrative Services Department Procurement Division] Procurement Division)
6. Approval to award Invitation for Bids Y16-619-JS, Rubber Tracked Dump Truck, to the low responsive and responsible bidder, Soft Track Supply, Inc., in the total contract award amount of \$214,750. Further, authorized the purchase of one additional rubber tracked dump truck in the amount of \$212,750 within the next twelve months. ([Utilities Department Solid Waste Division] Procurement Division)
7. Approval to award Invitation for Bids Y16-736-EB, Lake Anderson Stormwater Treatment System, to the low responsive and responsible bidder, Schuller Contractors Incorporated, in the total contract award amount of \$273,603. ([Public Works Department Highway Construction Division] Procurement Division)
8. Approval to award Invitation for Bids Y16-748-MM, Orange County Convention Center West Concourse Hall D Meeting Room Renovation, to the low responsive and responsible bidder, Axios Construction Services, LLC, for the total contract award amount of \$1,191,525, inclusive of Additives 1 and 2. ([Convention Center Facility Operations Division Procurement Division])
9. Approval to award Invitation for Bids Y16-749-MM, Orange County Convention Center North/South Building Wayfinding and Advertising System, to the low responsive and responsible bidder, Pillar Construction Group, LLC, for the total contract award amount of \$880,000. ([Convention Center Facility Operations Division] Procurement Division)
10. Approval to award Invitation for Bids Y16-753-CC, Sheriff Gun Range Complex HVAC Replacement, to the low responsive and responsible bidder, Pipeline Mechanical, Inc., in the total contract award amount of \$540,619. ([Administrative Services Department Capital Projects Division] Procurement Division)
11. Approval to award Invitation for Bids Y16-755-CC, Corrections Administration Building-Level 2 & 3 Lobby Renovation, to the sole responsive and responsible bidder, Grove Construction Corporation, in the total contract award amount of

\$109,870. ([Administrative Services Department Capital Projects Division] Procurement Division)

12. Approval to award Invitation for Bids Y16-757-EB, Bithlo Community Center Shade Structure Repairs, to the low responsive and responsible bidder, Ryan Fitzgerald Construction, Inc., in the total contract award amount of \$134,286. ([Administrative Services Department Facilities Management Division] Procurement Division)
13. Approval to award Invitation for Bids Y16-758-CC, Administration Building HVAC – Upper Roof RTU Replacement, to the sole responsive and responsible bidder, Air Mechanical & Service Corp., in the total contract award amount of \$598,800. ([Administrative Services Department Capital Projects Division] Procurement Division)
14. Ratification of Purchase Order M78725, Renaissance Senior Center Chiller Replacement, with Mechanical Services of Central Florida, Inc. in the amount of ~~\$197,938~~. ([Administrative Services Department Facilities Management Division] Procurement Division)
15. Approval of Purchase Order M78714, Emergency Janitorial Services for the Orange County Courthouse and Juvenile Justice Center, with American Maintenance, in the amount of \$290,186.34. ([Administrative Services Department Facilities Management Division] Procurement Division)
16. Selection of Parsons Brinckerhoff, Inc. to provide Professional Transportation Planning and Engineering Services for the Pine Hills Road Pedestrian and Bicycle Safety Study, Request for Proposals Y16-810-CH. Further, authorized negotiation and execution of the final contract by the Procurement Division that it does not exceed the budget of \$484,662. ([Community, Environmental and Development Services Department Transportation Planning Division] Procurement Division)
17. Approval and execution of Distribution Easement between Orange County and Duke Energy Florida, LLC, d/b/a Duke Energy and authorization to record instrument for Deputy Jonathan "Scott" Pine Community Park. District 1. (Real Estate Management Division)
18. Approval of As Is Residential Contract for Sale and Purchase with Comprehensive Riders to the Residential Contract for Sale and Purchase between Orange County and Shateka M. Mobley, approval and execution of County Deed from Orange County to Shateka M. Mobley and authorization to perform all actions necessary and incidental to closing for NSP Resale – 3003 Sheringham Rd, Orlando, FL 32808 (NCST). District 2. (Real Estate Management Division)
19. Approval of Donation Agreement and Recreational Trail Easement between Universal City Property Management III, LLC and Orange County and

authorization to disburse funds to pay all recording fees and record instrument for Shingle Creek Multi Use Trail. District 6. (Real Estate Management Division)

20. Approval of Utility Easement between A2Z Partners, LLC, Zimmer Poster Service, LLP and Orange County and authorization to record instrument for Shoppes of Goldenrod OCU Permit: B15902087 OCU File #: 81587. District 3. (Real Estate Management Division)
21. Approval of Utility Easement between Landstar Park Partners, Ltd and Orange County, Subordination of Encumbrances to Property Rights to Orange County from Bank of America, N.A., Subordination of Encumbrances to Property Rights to Orange County from Bank of New York Mellon Trust Company, N.A., as trustee and Orange County Housing Finance Authority and authorization to record instruments for Landstar Park Apartments OCU Permit: B15901230 OCU File #: 81053. District 4. (Real Estate Management Division)
- ~~22. Approval of Conservation Easement between Venetian Isles at Horizon West, LLC and Orange County with Joinder and Consent to Conservation Easement from Centennial Bank, Temporary Access Easement between Jen Florida 22, LLC and Orange County and authorization to record instruments for Venetian Isles at Horizon West, LLC & Westside Shoppes, LLC – CAI-15-05-014. District 1. (Real Estate Management Division)~~

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. All Districts. (Code Enforcement Division)

| | | | | |
|------------|------------|------------|------------|------------|
| LC 16-0318 | LC 16-0319 | LC 16-0127 | LC 16-0261 | LC 16-0328 |
| LC 16-0362 | LC 16-0321 | LC 16-0212 | LC 16-0279 | LC 16-0335 |
| LC 16-0366 | LC 16-0323 | LC 16-0231 | LC 16-0280 | LC 16-0337 |
| LC 16-0390 | LC 16-0227 | LC 16-0242 | LC 16-0283 | LC 16-0338 |
| LC 16-0022 | LC 16-0307 | LC 16-0243 | LC 16-0284 | LC 16-0339 |
| LC 16-0258 | LC 16-0361 | LC 16-0246 | LC 16-0324 | LC 16-0340 |
| LC 16-0290 | LC 16-0289 | LC 16-0252 | LC 16-0325 | LC 16-0341 |
| LC 16-0314 | LC 16-0099 | LC 16-0254 | LC 16-0327 | LC 16-0343 |

2. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Adoption of a Form Hold Harmless and Indemnification Agreement to be used when the Development Review Committee approves the issuance of vertical building permits prior to platting pursuant to Section 30-83(c) of the Orange County Code, and authorization for the Director of Community,

Environmental and Development Services or authorized designee to execute any such agreements. All Districts.

(This item was deferred.)

3. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Repealing Resolution 95-M-20. All Districts.

(This item was deferred.)

4. Approval and execution of First Amendment to Adequate Public Facilities Agreement for Daryl M. Carter, Trustee of Carter-Orange 45 SR 429 Land Trust by and between Daryl M. Carter, Trustee of Carter-Orange 45 SR 429 Land Trust, and Orange County, Florida for New Independence PD/UNP. District 1. (Planning Division)

5. Approval and execution of Proportionate Share Agreement for Sant Commercial Building, Inc. Reams Road: From Center Drive (f/k/a Cast Drive) to Taborfield Avenue by and between Sant Commercial Building, Inc. and Orange County for a proportionate share payment in the amount of \$233,266. District 1. (Roadway Agreement Committee)

Family Services Department

1. Approval and execution of State of Florida Statewide Voluntary Prekindergarten Provider Contract Form OEL-VPK 20 by and between Early Learning Coalition of Orange County and Orange County, Florida; State of Florida Statewide Voluntary Prekindergarten Provider Contract Private Provider Attachment Form OEL-VPK 20PP by and between Early Learning Coalition of Orange County and Orange County, Florida; and Delegation of Signing Authority for the State of Florida Statewide Voluntary Prekindergarten Provider Contract related to the Orange County Head Start Program. (Head Start Division)
2. 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. (Head Start Division)

Office of Regional Mobility

1. Approval and execution of Interlocal Agreement (Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes) by and between Orange County, Florida and Central Florida Regional Transportation Authority (d/b/a/ LYNX) relating to a Transit Corridor Study of State Road 436 (Semoran Boulevard). Districts 3, 4, and 5.

Public Works Department

1. Authorization to record the plat of Oasis at Grande Pines. District 1. (Development Engineering Division)
2. Approval of Americans with Disabilities Act (ADA) in the Public Rights-of-Way Transition Plan April 2016. All Districts.
3. Approval of Traffic Control Devices and "No Parking" sign installations in Magnolia Estates (aka The Highlands at Summerlake Groves) Phase 1. District 1. (Traffic Engineering Division)
4. Approval of Traffic Control Devices and "No Parking" sign installations in Enclave at Maitland Boulevard (aka Retreat at Lake Bosse). District 2. (Traffic Engineering Division)
5. Approval to install a "No Parking" zone on both sides of Glitter Court on school days from 2:00 PM to 4:00 PM. District 1. (Traffic Engineering Division)
6. Approval to install a "No Parking" zone on both sides of Gleam Court on school days from 2:00 PM to 4:00 PM. District 1. (Traffic Engineering Division)
7. Approval to install a "No Parking" zone on both sides of the road from 8100 Diamond Cove Circle through 8138 Diamond Cove Circle on school days from 2:00 PM to 4:00 PM. District 1. (Traffic Engineering Division)
8. Approval to install a "No Parking" zone on both sides of Solitaire Court on school days from 2:00 PM to 4:00 PM. District 1. (Traffic Engineering Division)
9. Approval to construct speed humps on Acadian Drive. District 3. (Traffic Engineering Division)
10. Approval and execution of (1) Interlocal Agreement between Orange County and the City of Winter Garden regarding the Intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road for a roundabout at the intersection; (2) authorization to transfer jurisdiction to the City of Winter Garden for the control, maintenance, and operation of the roundabout area; and (3) approval and execution of County deed for conveyance of right-of-way to the City of Winter Garden. District 1. (Engineering Division)

Addendum #1

County Attorney

1. Approval and execution of (1) Orange County, Florida, and The School Board of Orange County, Florida Agreement Regarding West Orange County Relief High School Stadium and (2) West Orange Relief High School Stadium Escrow Agreement.

• INFORMATIONAL ITEMS

County Comptroller

1. Receipt of the following items to file for the record: (Clerk's Office)
 - a. Orange County Convention Center Annual Financial Report for the years ended September 30, 2015 and 2014.
 - b. Florida Public Service Commission Consummating Order. In re: Joint petition for approval of amendment to territorial agreement in Orange County, by Orlando Utilities Commission and Duke Energy Florida, LLC.
 - c. City of Winter Garden Notice of Annexation Ordinance, Attachment A (Legal Description) and Attachment B (Location Map). Ordinance 16-29, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.23 ± acres located at 856 Myrtle Avenue on the south side of Myrtle Avenue, east of Taratine Drive and west of Beulah Road into the City of Winter Garden Florida; redefining the city boundaries to give the city jurisdiction over said property; providing for severability; providing for an effective date.
 - d. City of Ocoee Ordinance No. 2016-005, with Exhibit "A" (Legal Description), and Exhibit "B" (Location Map). Ordinance No. 2016-005, (Annexation Ordinance for James Passilla Property), Tax Parcel ID #: 07-22-28-0000-00-017; Case No. AX-12-15-56: James Passilla Annexation. An Ordinance of the City of Ocoee, Florida, annexing into the corporate limits of the City of Ocoee, Florida, certain real property containing approximately 0.48 acres located on the east side of Pine Street, approximately 625 feet west of Ocoee Apopka Road; pursuant to the application submitted by the property owner, finding said annexation to be consistent with the Ocoee Comprehensive Plan, the Ocoee City Code, and the Joint Planning Area Agreement; providing for and authorizing the updating of Official City Maps; providing direction to the City Clerk; providing for severability; repealing inconsistent Ordinances; providing for an effective date.

- e. Filing of Legal Notice and International Drive Community Redevelopment Agency (CRA) Fiscal Year 2014-2015 Annual Report.
- f. Jurisdictional Boundary Map Update in reference to:
 - Ordinance No. 2016-10, entitled An Ordinance of the City Council of the City of Orlando, Florida annexing to the corporate limits of the City certain land generally located to the south and southwest of the intersection of Narcoossee Rd and Harbor Bend Cir and comprised of 8.62 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as Office Low Intensity on the City's Official Future Land Use Maps; designating the property as the O-1 Office and Residential District along with the Aircraft Noise Overlay District on the City's Official Zoning Maps; providing for amendment of the City's Official Future Land Use and Zoning Maps; providing for severability, correction of scrivener's errors and an effective date.
 - Ordinance No. 2016-32, entitled An Ordinance of the City Council of the City of Orlando, Florida annexing to the corporate limits of the City certain land generally located north of WD Judge Dr, east of Mercy Dr, south of W Princeton St and west of N John Young Pkwy and comprised of 9.6 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as Industrial on the City's Official Future Land Use Maps; designating the property as the Planned Development District along with the Wekiva Zoning Overlay District on the City's Official Zoning Maps; providing a development plan and special land development regulations of the Planned Development District; providing for amendment of the City's Official Future Land Use and Zoning Maps; providing for severability, correction of scrivener's errors and an effective date.
- g. City of Orlando Voluntary Annexation Request – 10123 William Carey Drive - ANX2015-00029. Notice of Proposed Enactment. Proposed Ordinance 2016-44, entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located south of State Road 417, north of Tyson Road and east of Narcoossee Road, addressed as 10123 William Carey Drive and 12345 Narcoossee Road and comprised of 54.16 acres of land, more or less; providing for consent to the municipal services taxing unit for Lake Whippoorwill; providing for severability, correction of scrivener's errors, and an effective date. A public hearing on this Ordinance will be held during Council's regular meeting beginning at 2:00 p.m., in Council Chambers, 2nd floor, Orlando City Hall, 400 S. Orange Ave., Orlando, Florida.
- h. Audit Report No. 454 – Audit of Bithlo Community Park Picnic Pavilion and Field Use Revenues

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

- COUNTY DISCUSSION AGENDA

Administrative Services Department

1. Selection of one firm and an alternate to provide Design Services for East Orange Multipurpose Fields, Request for Proposals Y16-811-CC, from the following firms listed alphabetically:

- Cribb Philbeck Weaver Group, Inc.
- SK Consortium, Inc.

Further recommend the Board authorize negotiation and execution of the final contract by the Procurement Division provided that it does not exceed the budget of \$250,000. ~~(Administrative Services Department Capital Projects Division]~~
Procurement Division)

Motion/Second: Commissioners Clarke/Boyd

AYE (voice vote): All members

Action: The Board selected one firm, SK Consortium, Inc., and an alternate, Cribb Philbeck Weaver Group, Inc., to provide Design Services for East Orange Multipurpose Fields; and further, authorized negotiation and execution of the final contract by the Procurement Division provided that it does not exceed the budget of \$250,000, Request for Proposals Y16-811-CC.

Family Services Department

1. Community Action Division Annual Update. (Community Action Division)

County staff presented an annual update on the Community Action Division and provided a summary of the Community Service Block Grant (CSBG) program, the Community Centers, the Low Income Home Energy Assistance Program (LHEAP), and the Weatherization Assistance program (WAP).

Action: None

2. Authorization of a referendum on the question to levy a special assessment in the Pine Hills Neighborhood Improvement District of up to \$500. Districts 2 and 6. (Neighborhood Preservation and Revitalization Division)

County staff presented an update on the Pine Hills Neighborhood Improvement District and the request for a special assessment levy on property owners within the district for additional funding to include infrastructure upgrades, business development, safety and security measures, and aesthetic improvements.

Board discussion ensued.

Motion/Second: Commissioners Siplin/Nelson

AYE (voice vote): All members

Action: The Board approved the request to proceed with the referendum for the special assessment to a ballot vote, sunseting after ten (10) years.

- WORK SESSION AGENDA

Community, Environmental and Development Services Department

1. International Drive Development Code. All Districts. (Planning Division)

County staff presented an overview of the International Drive Development Code that implements the I-Drive 2040 District Vision completed by the International Drive Steering Review Group. The presentation included the development standards that address and reinforce a vibrant urban environment including site and building requirements, block configuration, street types, parking and landscaping.

Board discussion ensued.

Action: None

2. Horizon West Sector Plan. (Planning Division)

- RELINQUISHED CHAIR

County Mayor Jacobs relinquished the Chair to Vice-Mayor Nelson.

County staff presented an overview of the proposed changes to the Horizon West Sector Plan.

Board discussion ensued.

Action: None

- MEETING RECESSED, 11:10 a.m.

- MEETING RECONVENED, 1:51 p.m.

Members Present: County Mayor Teresa Jacobs; Commissioners Pete Clarke, Jennifer Thompson, Ted Edwards, Victoria P. Siplin; Commissioners S. Scott Boyd and Bryan Nelson joined the meeting where indicated

Others Present: County Administrator Ajit Lalchandani, County Attorney Jeffrey J. Newton, Deputy County Attorney Joel Prinsell, Senior Minutes Coordinator Craig Stopyra, Documents Coordinator Jennifer Lara-Klimetz

- PRESENTATION

Employee Service Awards to Wanzo Galloway, Jr. (20), County Attorney, County Administration.

- MEMBER JOINED: Commissioner Nelson

- PRESENTATION (CONTINUED)

Employee Service Awards to Paul Stokes (20), Housing & Community Development, Dianna L. Batchelor (25), Parks & Recreation, Community, Environmental and Development Services; Leonard R. Jones (20), Sammy J. Stokes (30), Event Operations, Convention Center, Sarah L. Higgins Williams (30), Innate Administration, Frank A. Priola (20), Fiscal & Operational Support, Corrections; Richard V. Radin (20), Youth and Family Services, Family Services.

- MEMBER JOINED: Commissioner Boyd

- PRESENTATION (CONTINUED)

Employee Service Awards to Timothy B. Turner (20), Fire Operations, Fire Rescue; Damian E. Czapka (20), Engineering, Frank Yokiell (20), Traffic Engineering, Vernon J. Carruthers (30), Roads & Drainage, Public Works; James C. Pelkey (25), Robert Hall, Jr. (20), Frank A. Mooney (30), Field Services, Utilities.

- PRESENTATION

Proclamation designating May as Haitian American Heritage Month

- RECOMMENDATIONS

May 5, 2016 Board of Zoning Adjustment Recommendations

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board accepted the recommendations of the Orange County Board of Zoning Adjustment under the date of May 5, 2016, with the exception of and authorizing public hearings be scheduled for those listed below; subject to the usual right of appeal by any aggrieved party:

- Case # VA-16-04-008, Crown Castle USA, (appeal filed)
- Case # VA-15-12-118, Margaret Rogers (Pulled for public hearing by Commissioner Nelson)

- PUBLIC HEARINGS

Municipal Service Benefit Unit

2. Beacon Park Boulevard First Amendment Replat, establish for retention pond maintenance(s); District 4

Applicant: Larry Kaufmann, Greeneway Park DRI, LLC, Developer
Consideration: Establish by resolution a Municipal Service Benefit Unit for retention pond(s) maintenance at Beacon Park Boulevard First Amendment Replat
Location: District 4; Parcel ID (multiple parcels); Section 28, Township 24, Range 30; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Thompson/Clarke

AYE (voice vote): All members

Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for maintenance of retention pond(s) at Beacon Park Boulevard First Amendment Replat, annual cost of \$77.00 per lot for maintenance of retention pond(s).

3. Meadow Woods Parcel 12.1 Area, amend for retention pond maintenance(s); District 4

Applicant: Guy L Trussell, Vice President of Land Development, Landstar Development Corporation, Developer
Consideration: Amend by resolution an existing Municipal Service Benefit Unit for retention pond(s) maintenance at Meadow Woods Parcel 12.1 Area
Location: District 4; Parcel ID (multiple parcels); Section 25, Township 24, Range 29; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Thompson/Nelson

AYE (voice vote): All members

Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for maintenance of retention pond(s) to include Meadow Woods Parcels 11 and 12 and Landstar Business Center Condominiums to Meadow Woods Parcel 12.1 Area, annual cost of \$77.00 per lot for maintenance of retention pond(s).

- RELINQUISHED CHAIR

County Mayor Jacobs relinquished the Chair to Vice-Mayor Nelson.

4. Orlando Airport Park, establish for retention pond maintenance(s); District 4

Applicant: Allison E Turnbull, Baker & Hostetler LLP, Developer
Consideration: Establish by resolution a Municipal Service Benefit Unit for retention pond(s) maintenance at Orlando Airport Park

Location: District 4; Parcel ID (multiple parcels); Sections 17 and 20, Township 24, Range 30; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Thompson/Clarke

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for maintenance of retention pond(s) at Orlando Airport Park, annual cost of \$77.00 per lot for maintenance of retention pond(s).

5. Reserve at Sawgrass and Sawgrass Plantation Areas, amend for streetlighting; District 4

Applicant: Jeremy Camp, Beazer Homes Orlando Office, David Baselice, CalAtlantic Homes (Formerly The Ryland Group, Inc), Developers

Consideration: Amend by resolution an existing Municipal Service Benefit Unit for streetlighting at Reserve at Sawgrass and Sawgrass Plantation Areas

Location: District 4; Parcel ID (multiple parcels); Sections 19 and 20, Township 24, Range 30; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Thompson/Edwards

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for streetlighting to include Reserve at Sawgrass Phase 4A, Reserve at Sawgrass Phase 5 and Sawgrass Plantation Phase 1D-1 subdivision to Reserve at Sawgrass and Sawgrass Plantation Areas, annual cost of \$110.00 per lot for streetlighting for operational expenses and administrative fees.

6. Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2, establish for retention pond maintenance(s); District 1

Applicant: Andrew S Eitingon, Shutts and Bowen LLP, Developer

Consideration: Establish by resolution a Municipal Service Benefit Unit for retention pond(s) maintenance at Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2

Location: District 1; Parcel ID (multiple parcels); Sections 14, 15, 22 and 23, Township 23, Range 27; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Clarke

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for maintenance of retention pond(s) at Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2, annual cost of \$77.00 per lot for maintenance of retention pond(s).

7. Village of Bridgewater Planned Development, amend for streetlighting; District 1

Applicant: David Baselice, The Ryland Group Inc. now known as CaiAtlantic, Homes and Nick Gargas, Beazer Homes Corporation for Orchard Hills Phase 2, Wayne Horowitz, KB Home Orlando, LLC for Orchard Park at Stillwater Crossing, Wayne Horowitz and Dan Edwards, KB Home Orlando, LLC for Orchard Park at Stillwater Crossing Phase 2, Dan Edwards and John Valantasis, KB Home Orlando, LLC for Orchard Park at Stillwater Crossing Phase 2A, James Bagley, Encore Summerport Builder LLC for Summerport Trail Phase 2, Developers

Consideration: Amend by resolution an existing Municipal Service Benefit Unit for streetlighting at Village of Bridgewater Planned Development

Location: District 1; Multiple parcels and Sections, Townships, and Ranges; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Clarke

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for streetlighting at Village of Bridgewater Planned Development, annual cost of \$32.00 per lot for streetlighting for operational expenses and administrative fees.

1. Pointe at Hunter's Creek, establish for retention pond(s) maintenance; District 1
(Continued from March 1, 2016 and April 5, 2016)

Applicant: Craig C. Harris, Manager, JTD Land Company, LLC, Developer

Consideration: Establish by resolution a Municipal Service Benefit Unit for retention pond(s) maintenance at Pointe at Hunter's Creek

Location: District 1; Parcel ID (multiple parcels); Section 36, Township 24, Range 28; Orange County, Florida (legal property description on file)

County Staff presented two (2) options for the transfer of the maintenance of retention pond(s) to the Hunter's Creek Community Association, Inc. (HCCA).

The following person addressed the Board: Robert Taylor.

Based upon input by County staff and agreed upon by the legal counsel of Hunter's Creek Community Association, Inc., Option #1 was added as paragraph #5 of the resolution to read as follows:

5. Special Condition- In the event that the Hunter's Creek Community Association, Inc. (HCCA) indicates a desire to have the retention ponds transferred to HCCA for maintenance, the initial yearly assessment proceeds shall be placed in a County escrow account. Should the HCCA complete all steps needed to accomplish such transfer on or before May 1, 2017, the escrow account balance will be paid to HCCA and this MSBU will terminate as of the transfer date. In the interim period that ends on or before May 1, 2017, HCCA must assume mowing and spraying maintenance responsibilities under a Use Agreement to be executed by October 1, 2016. Failure to meet this Special Condition shall render this paragraph as null and void.

Comptroller staff noted with the added new paragraph #5 all remaining paragraphs shall be renumbered sequentially from #6 to #11.

Motion/Second: Commissioners Boyd/Edwards

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for maintenance of retention pond(s) at Pointe at Hunter's Creek, annual cost of \$77.00 per lot for maintenance of retention pond(s) with the following modification to paragraph #5 of the resolution, to read as follows:

5. Special Condition- In the event that the Hunter's Creek Community Association, Inc. (HCCA) indicates a desire to have the retention ponds transferred to HCCA for maintenance, the initial yearly assessment proceeds shall be placed in a County escrow account. Should the HCCA complete all steps needed to accomplish such transfer on or before May 1, 2017, the escrow account balance will be paid to HCCA and this MSBU will terminate as of the transfer date. In the interim period that ends on or before May 1, 2017, HCCA must assume mowing and spraying maintenance responsibilities under a Use Agreement to be executed by October 1, 2016. Failure to meet this Special Condition shall render this paragraph as null and void.

Special Assessment Resolution

8. Resolution for Special Assessment for One Time Only Lot Cleaning Assessments;
All Districts

Applicant: Orange County Code Enforcement

Consideration: Establish a Resolution for Special Assessments for one-time only lot cleaning assessments

Location: All Districts; Multiple parcels and Sections, Townships, and Ranges;
Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Clarke

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board adopted Resolution 2016-M-17, for Special Assessment for One Time Only Lot Cleaning Assessments.

Petition to Vacate

9. Jay R. Jackson, P.E., on behalf of Orlando Equity Partners, LLC and 30 West Pershing, LLC, Petition to Vacate #15-12-023, vacating a portion of a drainage easement; District 1

Applicant: Jay R. Jackson, of Kimley-Horn and Associates, Inc., on behalf of Orlando Equity Partners, LLC and 30 West Pershing, LLC

Consideration: Resolution granting Petition to Vacate # 15-12-023, vacating a portion of a drainage easement containing approximately 6.08 acres

Location: District 1; The parcels are unaddressed; S36/T23/R28; Orange County, Florida (legal property description on file)

The following person addressed the Board: Jennifer Stickler.

The subject area was published in the Orlando Sentinel as District 1, however, County staff noted the area is located in District 6.

Motion/Second: Commissioners Siplin/Edwards

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board adopted a resolution granting Petition to Vacate #15-12-023, vacating a portion of a drainage easement containing approximately 6.08 acres, on the described property.

Land Use Plan Amendment

10. Dennis Seliga, Boyd Development Corporation, Hamlin Planned Development / Unified Neighborhood Plan (PD / UNP), Case # LUPA-15-10-288; District 1

Applicant: Dennis Seliga, Boyd Development Corporation, Hamlin Planned Development (PD), Case # LUPA-15-10-288

Consideration: A request to aggregate and rezone 6.88 acres from the adjacent Avalon Woods I PD into the existing Hamlin PD; to add a note stating that the Hamlin PD will not be entitled to any of the previously approved Transferable Development Rights (TDR) Credits derived from the aggregated property; and to add a Master sign Plan. The overall development program for the PD remains unchanged; pursuant to Orange County Code, Chapter 30.

Location: District 1; property generally located on the east side of State Road 429; north and south of New Independence Parkway; and west of Lake

Hartley and Lake Hancock; Orange County, Florida (legal property description on file in the Planning Division)

County staff noted the waivers listed as conditions #8a, 8b, and 8c were consolidated into one waiver, #8a. This consolidation results in three total waiver conditions instead of five, but the total number of waivers remains the same.

- MEMBER EXITED: Commissioner Thompson

The following person addressed the Board: Jim Willard.

Motion/Second: Commissioners Boyd/Clarke

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board approved the request by Dennis Seliga, Boyd Development Corporation, Hamlin Planned Development (PD), Case # LUPA-15-10-288 to aggregate and rezone 6.88 acres from the adjacent Avalon Woods I PD into the existing Hamlin PD; to add a note stating that the Hamlin PD will not be entitled to any of the previously approved Transferable Development Rights (TDR) Credits derived from the aggregated property; and to add a Master sign Plan, on the described property; subject to the following conditions:

1. Development shall conform to the Hamlin Planned Development / Unified Neighborhood Plan (PD / UNP) dated "Received April 15, 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 Unified Neighborhood 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 April 15, 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. As proof of satisfaction of the project's transportation concurrency obligations, the project must comply with that certain Town Center East Road Network Agreement recorded at O.R. Book 10306, Page 1364, Public Records of Orange County, Florida. The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to plat approval. In addition, any Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.
7. 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.
8. The following waivers from Orange County Code are granted:
 - a. A waiver from Section 31.5-71(b)(e)(f) to allow the maximum height of any "landmark" roof sign to be thirty (30) feet as measured from base of roof to top of sign face, in lieu of a maximum height of fifteen (15) feet; to allow a maximum allowable copy area of any roof sign to be four hundred (400) square feet, in lieu of two hundred (200) square feet; and to allow the sign structure of the "landmark" roof sign to be visible from any public right-of-way, in lieu of the sign structure not being visible from any public right-of-way.
 - b. A waiver from Section 31.5-71(c) to allow a "landmark" roof sign to be erected on a building which is at least twenty-two (22) feet in height, in lieu of a building which is at least fifty (50) feet in height;
 - c. A waiver from Section 31.5-194(3)(c) to allow community identification signs (as identified on the Master Sign Plan) to be internally lit, in lieu of the requirement that community identification signs shall not be internally lit.
9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated September 1, 2015, shall apply:
 - a. The following waivers from Orange County Code are granted:
 - 1) A waiver from Section 38-1384(g)(2) to allow for a minimum thirteen (13) foot front-loaded garage door setback from the front property line, in lieu of a minimum twenty (20) foot front-loaded garage door setback from the front

property line, and applicable to the Overlook 2 at Hamlin PSP lots 46, 49, and 55 only; and

- 2) A waiver from Section 38-1384(g)(2) to allow front-loaded garage doors to be located a maximum of 5.7 feet forward of the nearest adjacent plane of the primary structure (living area), in lieu of the requirement that front-loaded garage doors be recessed a minimum of ten (10) feet (or 7 feet with a qualifying porch) behind the nearest adjacent plane of the primary structure, and applicable to the Overlook 2 at Hamlin PSP lots 38, 42, 45, 46, 49, 55, and 58 only.
- b. The applicant has requested that the County release the hold on building permits for lots 38, 45, and 58 prior to the approval of the waiver listed in condition of approval #4b. Such building permits may be released only after the applicant executes a Hold Harmless and Indemnification Agreement acceptable to the County, and which recognizes that the applicant is ~~proceeding with construction on lots 38, 45, and 58 at their own risk and,~~ should the above-referenced waivers be denied by the Board, may be required to substantially modify or completely remove, if necessary, any previously constructed improvements on lots 38, 45, or 58 in order to meet County Code.
 - d. Except as amended, modified, and/or superseded, the following previous BCC Conditions of Approval, dated February 10, 2015, shall apply:
 - a. To demonstrate concurrency entitlements have been met for this project the developer must provide an Assignment of Vested Trips document concurrent with or prior to Development Plan submittal. In addition, the Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.
 - b. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
 - c. The following Education Condition of Approval shall apply:
 - 1) Developer shall comply with all provisions of the Capacity Enhancement Agreements (CEA 06-11-09) entered into with the Orange County School Board as of 11/14/2006, CEA OC-12-002 entered into with the Orange County School Board on 01/29/2013, and CEA OC-12-002 A1 approved by the Orange County School Board on 01/29/2015.
 - 2) 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 22 residential units allowed under the zoning existing prior to the approval of the PD zoning.

- 3) 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.
 - 4) Developer, or its successor(s) and/or assign(s) under the Capacity Enhancement Agreements, 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.
 - ~~5) 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 Agreements.~~
- e. Except as amended, modified, and/or superseded, the following previous BCC Conditions of Approval, dated July 8, 2014, shall apply:
- a. 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.
 - b. 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.
 - c. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with the Village Center standards of Section 38-1389 (d)(5) with the exception of any waivers explicitly granted by the Board.
- f. Except as amended, modified, and/or superseded, the following previous BCC Conditions of Approval, dated March 12, 2013, shall apply:
- a. No activity will be permitted within the boundaries of the site that may disturb, influence or interfere with: areas of soil or groundwater contamination,

remediation activities, or with the hydrological zone of influence of the contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection. Such approval may include, but is not limited to: an FDEP No Further Action letter, Site Rehabilitation Completion Order (SRCO), or documentation of specific permission from FDEP. Such documentation shall be provided to the Environmental Protection Division of Orange County.

- b. Neither potable wells nor irrigation using local groundwater will be allowed on sites where identified soil or groundwater contamination has been documented.
- c. On properties where contamination has been documented, the covenants, conditions, and restrictions (CC&Rs) and lease agreements shall include notification that the property has been identified with solid and groundwater contamination and shall state the status of the resulting remediation.
- d. ~~The Developer~~ The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
- e. A Master Utility Plan (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.
- f. 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 build-out points of connection approved in the Master Utilities Plan (MUP).
- g. Prior to construction plan approval, all property owners within the Hamlin PD 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 the Town Center Village (SAP) build-out requirements.
- h. Prior to final approval of the first PSP/DP for any portion of the project, applicant shall form a Property Owners Association (POA) for the project, which association shall be responsible for the maintenance of (i) street lighting, landscaping, irrigation, common signage and hardscape within the rights-of-way of New Independence Parkway, Hamlin Trail and Porter Road, and (ii) public sidewalks, multi-use trails, master stormwater system, on-street parking and common areas / open space and park elements within the project and as required by the Town Center Planned Development Code. A Right-of-Way Use Agreement describing maintenance responsibilities will be required. It is understood that none of the foregoing public areas or elements will be owned or maintained by the County unless herein specifically agreed to in writing by the County.

- i. 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 Hamlin PD/UNP, except as may be provided to the contrary in Section 38-1207 regarding substantial changes to a PD Land Use Plan. A revised PD/UNP 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/UNP. Board approval of the PSP and requested waivers shall constitute Board approval of the revised PD/UNP (waivers applicable to the specific PSP), which shall be deemed a non-substantial change.

Preliminary Subdivision Plan/Development Plan

11. Dennis Seliga, Boyd Horizon West, LLC, Hamlin PD / UNP / Lakewalk at Hamlin Preliminary Subdivision Plan / Development Plan, Case # PSP-15-08-222; District 1 (Continued from March 15, 2016 and April 5, 2016)

Applicant: Dennis Seliga, Boyd Horizon West, LLC, Hamlin PD / UNP / Lakewalk at Hamlin Preliminary Subdivision Plan / Development Plan, Case # PSP-15-08-222

Consideration: Hamlin PD | UNP | Lakewalk at Hamlin Preliminary Subdivision Plan | Development Plan, Case # PSP-15-08-222, submitted in accordance with Section 34-69 Orange County Code (Subdivision Regulations); and Orange County Code, Chapter 30, Article III, Section 30-89 and Orange County Code, Chapter 38, Article VIII, Division 1, Section 38-1207; This Preliminary Subdivision Plan (PSP) is a request to subdivide and construct 316 multi-family residential dwelling units on 21.96 gross acres in one (1) phase; The following waiver from Chapter 38 of the Orange County Code is also requested: 1. A waiver from Orange County Section 38-1890.51 Table 4-1 and Section 38-1390.55 (C)(10) is granted to allow a minimum setback of zero (0) feet for the locations identified on the PSP-DP, in lieu of ten (10) feet.

Location: District 1; property generally located South of New Independence Parkway / East of Hamlin Groves Trail; Orange County, Florida (legal property description on file)

The Notice of Public Hearing advertisement included one (1) waiver, however, the staff report includes two (2) waivers from Orange County Code and County staff noted Conditions of Approval #21 and #22 are for the waivers.

The following person addressed the Board: Jim Willard.

Motion/Second: Commissioners Boyd/Clarke

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved Hamlin PD / UNP / Lakewalk at Hamlin Preliminary Subdivision Plan / Development Plan - Case # PSP-15-08-222 on the described property, subject to the following conditions:

1. Development shall conform to the Hamlin PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Lakewalk at Hamlin Preliminary Subdivision Plan dated "Received April 11, 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 April 11, 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. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges

and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. The 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.
7. Unless otherwise allowed by County Code, the property shall be platted prior to the issuance of any vertical building permits.
8. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.
9. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review, as part of Construction Plan initial submittal.
10. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise

vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.

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. 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.
13. 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).
14. 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.
15. 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.
16. 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.

17. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water and wastewater systems have been designed to support all development within the PSP/DP, and that construction plans are consistent with an approved Master Utility Plan for the PD/Village.
18. Length of stay shall be for 180 days or greater. Short term/transient rental shall be prohibited.
19. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with the approved Master Sign Plan. In the absence of an approved Master Sign Plan signage shall comply with Section 38-1389(d)(5).
20. The covenants, conditions, and restrictions (CC&Rs) and lease agreements shall include notification that the lake level fluctuates significantly with periods of extreme low water resulting in marsh habitat rather than surface water adjacent to this property. During marsh conditions, watercraft access is not available to Lake Hancock.
21. A waiver from Orange County Section 38-1890.51 Table 4-1 and Section 38-1390.55 (C)(10) is granted to allow a minimum setback of zero (0) feet for the locations identified on the PSP-DP, in lieu of ten (10) feet.
22. A waiver from Code Section 34-152(c) is granted to allow access to the pond Tract via the parking lot internal to the apartment complex on Lot 1, in lieu of twenty feet (20') access via a dedicated public paved street.

Rezoning

12. Marco Manzie, Avanti Resort Expansion PD/LUP, Case # LUP-16-02-061; District 6

Applicant: Marco Manzie, IDrive Orlando Hotel, LLC, Avanti Resort Expansion Planned Development (PD) Land Use Plan (LUP) Case # LUP-16-02-061

Consideration: Request to rezone one (1) parcel containing 10.19 gross acres from C-2 to PD, in order to expand an existing hotel to include 1,004 hotel rooms, and 2,967 square feet of restaurant use. The request also provides for a maximum building height of 250 feet. In addition, the following seven (7) waivers from the Orange County Code have been requested:

1. For the existing pole sign at the northwest corner of the property, adjacent to Interstate-4:

- a. A waiver from Section 31.5-166(a) to allow two hundred twenty-one (221) square feet of copy area for a monument sign in lieu of eighty (80) square feet.
 - b. A waiver from Section 31.5-166(b) to allow a height of twenty-five feet (25') for a monument sign in lieu of ten feet (10').
 - c. A waiver from Section 31.5-166(f) to allow a property with less than one thousand (1,000) feet of total road frontage to have a changeable copy sign.
2. For the overall parcel:
- a. A waiver from Section 31.5-166(d) to allow three (3) ground signs per parcel with property frontage that does not exceed five-hundred feet (500'); in lieu of the requirement that allows a maximum of one (1) ground sign per parcel, unless the property frontage of the parcel exceeds five hundred feet (500').
 - b. A waiver from Section 31.5-168(b) to allow two (2) wall signs on one (1) building face, in lieu of the requirement for a maximum number of one (1) wall sign per building face for a single tenant, or per store front for a multitenant site.
 - c. A waiver from Section 38-1272(a)(3) to allow a ten foot (10') building setback along the south PD perimeter for the proposed parking garage, in lieu of the requirement for a twenty-five foot (25') building setback along the perimeter of the PD.
 - d. A waiver from Section 38-1272(a)(5) to allow a maximum height of two-hundred fifty feet (250'), in lieu of a maximum height of fifty feet (50'); pursuant to Orange County Code, Chapter 30

Location: District 6; property located at 8738 International Drive; or generally located between International Drive and Interstate-4, south of Austrian Court; Orange County, Florida (legal property description on file)

• MEMBER RE-ENTERED: Commissioner Thompson

The following person addressed the Board: Marco Manzie.

Motion/Second: Commissioners Siplin/Edwards

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the request by Marco Manzie, IDrive Orlando Hotel, LLC, Avanti Resort Expansion Planned Development (PD) Land Use Plan (LUP) - Case # LUP-16-02-061 to rezone one (1) parcel containing 10.19 gross acres from C-2 to PD, in order to expand an existing hotel to include 1,004 hotel rooms, and 2,967 square feet of restaurant use. The request also provides for a maximum building height of 250 feet. In addition, the following seven (7) waivers from the Orange County Code have been requested:

1. For the existing pole sign at the northwest corner of the property, adjacent to Interstate-4:
 - a. A waiver from Section 31.5-166(a) to allow two hundred twenty-one (221) square feet of copy area for a monument sign in lieu of eighty (80) square feet.
 - b. A waiver from Section 31.5-166(b) to allow a height of twenty-five feet (25') for a monument sign in lieu of ten feet (10').
 - c. A waiver from Section 31.5-166(f) to allow a property with less than one thousand (1,000) feet of total road frontage to have a changeable copy sign.
2. For the overall parcel:
 - a. A waiver from Section 31.5-166(d) to allow three (3) ground signs per parcel with property frontage that does not exceed five-hundred feet (500'); in lieu of the requirement that allows a maximum of one (1) ground sign per parcel, unless the property frontage of the parcel exceeds five hundred feet (500').
 - b. A waiver from Section 31.5-168(b) to allow two (2) wall signs on one (1) building face, in lieu of the requirement for a maximum number of one (1) wall sign per building face for a single tenant, or per store front for a multitenant site.
 - c. A waiver from Section 38-1272(a)(3) to allow a ten foot (10') building setback along the south PD perimeter for the proposed parking garage, in lieu of the requirement for a twenty-five foot (25') building setback along the perimeter of the PD.
 - d. A waiver from Section 38-1272(a)(5) to allow a maximum height of two-hundred fifty feet (250'), in lieu of a maximum height of fifty feet (50')

on the described property; subject to the following conditions:

1. Development shall conform to the Avanti Resort Expansion Planned Development / Land Use Plan (PD/LUP) dated "Received April 20, 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 of this land use plan and the land use plan dated "Received April 20, 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. 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.
7. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing wastewater systems have been designed to support all development within the PD.
8. The Developer shall obtain wastewater service from Orange County Utilities.
9. Outside sales, storage, and display shall be prohibited.
10. At the Developer's expense the I-Drive south bound U-turn on the North bound approach across from the proposed right-out access point needs to be closed. The existing I-Drive grassed median shall be extended and landscaping shall be provided replacing the U-turn opening.
11. Billboards and new pole signs are prohibited.
12. The existing pole sign at the northwest corner of the property, adjacent to I-4, shall be converted to a monument sign not to exceed twenty-five feet (25') in height and two hundred twenty-one (221) square feet in copy area, and may be converted to an Electronic Message Center (EMC) not to exceed fifty percent (50%) of the copy face.
13. The following waivers are hereby granted from Orange County Code:
 - a. For the existing pole sign at the northwest corner of the property, adjacent to Interstate-4:
 - 1) A waiver from Section 31.5-166(a) to allow two hundred twenty-one (221) square feet of copy area for a monument sign in lieu of eighty (80) square feet;
 - 2) A waiver from Section 31.5-166(b) to allow a height of twenty-five feet (25') for a monument sign in lieu of ten feet (10'); and

- 3) A waiver from Section 31.5-166(f) to allow a property with less than one thousand (1,000) feet of total road frontage to have a changeable copy sign.

b. For the overall parcel:

- 1) A waiver from Section 31.5-166(d) to allow three (3) ground signs per parcel with property frontage that does not exceed five-hundred feet (500'); in lieu of the requirement that allows a maximum of one (1) ground sign per parcel, unless the property frontage of the parcel exceeds five-hundred feet (500');
- 2) A waiver from Section 31.5-168(b) to allow two (2) wall signs on one (1) building face, in lieu of the requirement for a maximum number of one (1) wall sign per building face for a single tenant, or per store front for a multitenant site;
- 3) A waiver from Section 38-1272(a)(3) to allow a ten foot (10') building setback along the south PD perimeter for the proposed parking garage, in lieu of the requirement for a twenty-five foot (25') building setback along the perimeter of the PD; and
- 4) A waiver from Section 38-1272(a)(5) to allow a maximum height of two-hundred fifty feet (250'), in lieu of a maximum height of fifty feet (50').

13. Richard C. Wohlfarth, Goldenrod Reserve PD/LUP, Case # LUP-15-12-391; District 3

Applicant: Richard C. Wohlfarth, Goldenrod II, LLC, Goldenrod Reserve Planned Development (PD) Land Use Plan (LUP) Case # LUP-15-12-391

Consideration: Request to rezone one (1) parcel containing 40.07 gross acres from R-T to PD, in order to construct 156 single-family lots with attached dwelling units, with minimum 20-foot wide lots. In addition, the following one (1) waiver from the Orange County Code has been requested: 1. A waiver from Section 38-1254(2)(c) to allow for an arterial street setback from South Goldenrod Road of thirty (30) feet, in lieu of the required arterial street setback of fifty (50) feet; pursuant to Orange County Code, Chapter 30

Location: District 3; property located at 4190 S. Goldenrod Road, or generally located north of Hoffner Avenue and west of South Goldenrod Road; Orange County, Florida (legal property description on file)

• MEMBER RE-ENTERED: County Mayor Jacobs

The following person addressed the Board: Richard Wohlfarth.

Motion/Second: Commissioners Clarke/Boyd

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the request by Richard C. Wohlfarth, Goldenrod II, LLC, Goldenrod Reserve Planned Development (PD) Land Use Plan (LUP) - Case # LUP-15-12-391 to rezone one (1) parcel containing 40.07 gross acres from R-T to PD, in order to construct 156 single-family lots with attached dwelling units, with minimum 20-foot wide lots. In addition, the following one (1) waiver from the Orange County Code has been requested:

1. A waiver from Section 38-1254(2)(c) to allow for an arterial street setback from South Goldenrod Road of thirty (30) feet, in lieu of the required arterial street setback of fifty (50) feet.

on the described property; subject to the following conditions:

1. Development shall conform to the Goldenrod Reserve Planned Development / Land Use Plan (PD/LUP) dated "Received March 22, 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 22, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have

been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this 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. 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. A Master Utility Plan (MUP) for the PD shall be submitted to Orange County

Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.

8. The Developer shall obtain water and wastewater from Orange County Utilities.
9. Short term rental shall be prohibited. Length of stay shall be for 180 days or greater.
10. This property is located within Airport Noise Zone D and E. Compliance with the Airport Noise Ordinance is required.
11. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
12. 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.
13. 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.
14. 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.
15. A waiver is granted from Orange County Code Section 38-1254(2)(c) to allow for an arterial street setback from South Goldenrod Road of thirty (30) feet, in lieu of the required arterial street setback of fifty (50) feet.

Substantial Change

14. Heather Isaacs, Tavistock Development Company, LLC, Isleworth - Four Corners Planned Development/Land Use Plan (PD/LUP), Case # CDR-15-11-355, amend plan; District 1

Applicant: Heather Isaacs, Tavistock Development Company, LLC, Isleworth – Four Corners Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-11-355

Consideration: Substantial change request to amend the Isleworth – Four Corners Planned Development / Land Use Plan (PD/LUP), to add notes to clarify the allowable amount of commercial square footage within the PD, and to modify an existing waiver from Orange County Code to

read as follows: 1. A waiver from Section 38-1372(f) to allow no more than two (2) restaurants (coffee shop establishments) with drive-thru within the Southwest Quadrant; pursuant to Orange County Code, Chapter 30, Article III, Section 30-89 and Orange County Code, Chapter 38, Article VIII, Division 1, Section 38-1207

Location: District 1, property generally located South of Conroy Windermere Road / West of S. Apopka Vineland Road; Orange County, Florida (legal property description on file)

• REASSUMED CHAIR

County Mayor Jacobs reassumed the Chair from Vice-Mayor Nelson.

The following persons addressed the Board:

- Cecelia Bonifay
- Town of Windermere Mayor Gary Bruhn
- Molly Rose
- Lorisa Motko
- John Florio

Board discussion ensued.

Motion/Second: Commissioners Boyd/Edwards

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Heather Isaacs, Tavistock Development Company, LLC, Isleworth – Four Corners Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-11-355, to amend the Isleworth – Four Corners Planned Development / Land Use Plan (PD/LUP) to add notes to clarify the allowable amount of commercial square footage within the PD, and to modify an existing waiver from Orange County Code to read as follows:

1. A waiver from Section 38-1372(f) to allow no more than two (2) restaurants (coffee shop establishments) with drive-thru within the Southwest Quadrant;

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

1. Development shall conform to the Isleworth - Four Corners Planned Development / Land Use Plan dated "Received March 28, 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 28, 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. 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.
4. 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.

5. 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.
6. 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).
7. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
8. 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.
9. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.

10. 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. 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.
12. A waiver from Section 38-1372(f) is granted to allow no more than two (2) restaurants (coffee shop establishments) with drive-thru within the Southwest Quadrant.

13. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated November 3, 2015, April 5, 2011, and November 13, 2012, shall apply:

- a. A waiver from Section 38-1354(2) to allow an increase in the maximum copy area for monument signs from forty (40) square feet to seventy-six (76) square feet per the Master Sign Plan.
- b. A waiver from Section 38-1354(2) to allow an increase in the maximum height of monument signs from ten (10) feet to eleven feet six inches (11'6") per the Master Sign Plan.
- c. A waiver to amend a previously approved waiver from Section 38-1354(2) to allow an increase in the maximum number of tenant names on monument signs from three (3) names to five (5) names per the Master Sign Plan.
- d. A waiver from Section 38-1354(4) to allow no more than two (2) signs paralleling the store front in lieu of one (1) for parcels 1-3, and 5-8 per the Proposed Overall Copy Area Chart on the Master Sign Plan.
- e. A waiver from Section 38-1354(4) to allow a total combined copy area of one hundred and eighty eight (188) square feet of copy area in lieu of one hundred and eighty-five point five (185.5) square feet of a combined copy area on parcel one (1) per the Proposed Overall Copy Area Chart on the Master Sign Plan.
- f. A waiver from Section 38-1354(4) to allow a total combined copy area of one hundred and ninety-five (195) square feet of copy area in lieu of one hundred and six point seventeen (106.17) square feet on parcel two (2) per the Proposed Overall Copy Area Chart on the Master Sign Plan.

- g. A waiver from Section 38-1354(4) to allow a total combined copy area of three hundred thirty-two (332) square feet of copy area in lieu of a combined square footage of two hundred (200) square feet on parcel seven (7) per the Proposed Overall Copy Area Chart on the Master Sign Plan.
14. All previous applicable BCC Conditions of Approval, dated November 23, 2010, shall apply:
- a. Separate Development Plan(s) and community meeting(s), as well as BCC approval, shall be required for all Future Development Sites.
 - b. Prior to the issuance of any vertical building permits, the plat shall be approved on the BCC Consent Agenda.
 - c. A Right-of-Way Use Agreement shall be required for any landscaping and/or hardscape installation within the County's right-of-way.
 - d. Prior to earthwork or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be send to the Florida Department of Environmental Protection.
 - e. Signage shall comply with the Master Sign Plan.
 - f. A waiver from Section 38-1354(2) is granted to allow one (1) additional ground sign to be located on the northeast corner of the southwest quadrant at the existing right-in/right out access on Apopka Vineland road, in lieu of one (1) ground sign per each full access point for non-residential development.
 - g. Outdoor sales, storage, and display shall be prohibited.
 - h. A cross access / parking agreement will be required at building permit submittal.
15. All previous applicable BCC Conditions of Approval, dated April 5, 2011, or earlier, shall apply, including:
- a. A waiver from Section 38-1356(n) and Section 38-1372(j)(1) to allow a maximum building height of 54 feet for a previously-constructed dome which will be mounted upon an existing building in the Southeast Quadrant.

- b. Master water, reclaimed water, and wastewater plans, including preliminary calculations, shall be updated and approved prior to approval of the construction plans.
- c. No special exceptions shall be permitted in the Professional Office Districts.
- d. Billboards and pole signs are prohibited.
- e. Approve the amended and restated Developer's Agreement concerning second-story commercial. Development shall comply with the Developer's Agreement dated June 4, 2002.
- f. A waiver from Section 38-1356(c) is granted to allow zero (0) foot setbacks in lieu of ten (10) feet for the interior lots in the Southwest Quadrant.
- g. Buildings within Parcel SW3 in the Southwest Quadrant may include clock towers, cupolas, atriums, domes, and similar architecture features that exceed thirty-five (35) feet, but less than fifty (50) feet, that require Orange County BCC approval during the building(s) Development Plan approval process.
- h. A waiver from Section 38-1476 is granted, on the Southwest Quadrant only, to allow for a minimum of 1,170 spaces, or a ratio of 4 spaces per 1,000 square feet, in lieu of 1,463 spaces, or a ratio of 5 spaces per 1,000 square feet.

15. Steve Brandon, Brandon Partners, Orangewood PD/ Williamsburg Downs Shopping Center Preliminary Subdivision Plan – Substantial Change, Case # CDR-16-01-016, amend plan; District 1

Applicant: Steve Brandon, Brandon Partners, Orangewood PD / Williamsburg Downs Shopping Center Preliminary Subdivision Plan – Substantial Change, Case # CDR-16-01-016

Consideration: Substantial change request to add 5,600 square feet of retail / commercial uses to the Orangewood PD / Williamsburg Downs Preliminary Subdivision Plan to support the renovation / expansion of the existing Publix store and the development of a future outparcel; pursuant to Orange County Code, Sections 34-69 and 30-89.

Location: District 1; property generally located South of Central Florida Parkway / West of Orangewood Boulevard; Orange County, Florida (legal property description on file in Planning Division)

The following person addressed the Board: Kathy Hattaway.

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Steve Brandon, Brandon Partners,

Orangewood PD / Williamsburg Downs Shopping Center Preliminary Subdivision Plan – Substantial Change, Case # CDR-16-01-016, to add 5,600 square feet of retail / commercial uses to the Orangewood PD / Williamsburg Downs Preliminary Subdivision Plan to support the renovation / expansion of the existing Publix store and the development of a future outparcel; which constitutes a substantial change to the development on the described property; subject to the following conditions:

1. Development shall conform to the Orangewood PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Williamsburg Downs Shopping Center Preliminary Subdivision Plan dated "Received April 7, 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 April 7, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners 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. 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. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing wastewater system has been designed to support all development within the PSP.
8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated November 5, 1991 shall apply:
 - a. Water and sewer infrastructure required to service lots #1 and #3 shall be constructed and accepted by the county or secured consistent with orange county subdivision regulations prior to platting, utility easements for the water and sewer mains shall be recorded with the plat.
 - b. A ten-foot (10') utility easement over the existing water main on the north property line is required.

Ordinance

16. Enacting Orange County Code, Article XVII, Chapter 9, pertaining to Vehicle Impact Protection Requirements and Standards for Child Care Centers

Consideration: AN ORDINANCE AFFECTING THE USE OF LAND IN ORANGE COUNTY, FLORIDA; CREATING A NEW ARTICLE XVII OF CHAPTER 9 OF THE ORANGE COUNTY CODE BY ESTABLISHING REQUIREMENTS AND STANDARDS PERTAINING TO VEHICLE IMPACT PROTECTION MEASURES FOR CHILD CARE CENTERS; AND PROVIDING AN EFFECTIVE DATE

Board discussion ensued. Deputy Counsel Prinsell contributed to the discussion.

Based upon input from the Board, County staff recommended that paragraph four (4) be deleted from Section 9-661 in the proposed Ordinance as follows:

Section 9-661. Applicability; exemptions; grant.

- (a) Subject to subsection (b) of this section, the vehicle impact protection requirements and standards in section 9-662 shall be met in any of the following circumstances:
- (1) When an application for a new child care center is submitted on or after June 1, 2016;
 - (2) When an exposed area is created at a child care center that was approved on or after June 1, 2016 without an exposed area;
 - (3) When an exposed area is created or enlarged at a child care center existing prior to June 1, 2016; or
 - ~~(4) When a change in ownership of a child care center occurs at a child care center existing prior to June 1, 2016.~~

Motion/Second: County Mayor Jacobs/Commissioner Clarke

AYE (voice vote): All members

Action: The Board made a finding of consistency with Chapter 30-2; further, the Ordinance shall be known in Orange County Code as the "Lily Quintus Ordinance"; and further, adopted Ordinance 2016-09, creating a new Article XVII of Chapter 9 of the Orange County Code by establishing requirements and standards pertaining to vehicle impact protection measures for child care centers; with the deletion of paragraph four (4) in Section 9-661. as shown below:

Section 9-661. Applicability; exemptions; grant.

- (a) Subject to subsection (b) of this section, the vehicle impact protection requirements and standards in section 9-662 shall be met in any of the following circumstances:

- (1) When an application for a new child care center is submitted on or after June 1, 2016;
- (2) When an exposed area is created at a child care center that was approved on or after June 1, 2016 without an exposed area; or
- (3) When an exposed area is created or enlarged at a child care center existing prior to June 1, 2016; or
- (4) ~~When a change in ownership of a child care center occurs at a child care center existing prior to June 1, 2016.~~

• MEMBER EXITED: Commissioner Edwards

17. Amending Orange County Code, Chapter 38, Article VIII, pertaining to Land Development and Use

Consideration: AN ORDINANCE AFFECTING THE USE OF LAND IN ORANGE COUNTY, FLORIDA, AMENDING CHAPTER 38, ORANGE COUNTY CODE, ENTITLED "ZONING", ARTICLE VIII, ENTITLED "P-D PLANNED DEVELOPMENT DISTRICT", DIVISION 8, ENTITLED "VILLAGE PLANNED DEVELOPMENT CODE", SECTION 38-1384, ENTITLED "GENERAL RESIDENTIAL DEVELOPMENT STANDARDS"; AND PROVIDING FOR AN EFFECTIVE DATE.

Clerks Note: Single underline and strikethrough represent the draft ordinance dated April 28, 2016. Double underline represents the proposed revisions made during the public hearing to the ordinance for consideration.

County staff recommended the following revisions to the proposed Ordinance as follows:

Page 2-3 Paragraph (e)
Section 38-1384

(e) Fences. Fencing is ~~may be~~ permitted in the front yard within three (3) feet of the sidewalk to define the separation of public and private spaces. Such fences shall be no higher than three (3) feet six (6) inches in height. Materials shall be limited to decorative metal, wood or PVC picket style. Other fences shall only be allowed consistent with section 38-1408 of this chapter, except that chain link fencing is prohibited unless vinyl coated black and used in association with a tennis or other sports court or field. Fences or walls parallel to alleys, or fences along street side lots, shall not exceed six (6) feet in height and shall be no more than fifty (50) percent opaque above four (4) feet in height. The restriction on fence opacity shall not apply to the rear yard fencing of front-loaded lots, including those which may abut an alley in the rear. In addition, rear yard fencing on rear-loaded lots that does not meet the opacity restriction but that received a permit from the County prior to April 30, 2016, shall be considered conforming under this Code.

Page 5 Paragraph (i)

Section 38-1384

(i) Access and off-street parking.

(5) Garage access from the front or side of any lot that ~~has access to~~ abuts a rear alley easement shall be prohibited. However, garages located on the front or side of lots that abut a rear alley easement shall be considered conforming structures under this Code, if they received a building permit from the County prior to April 30, 2016.

Motion/Second: Commissioners Boyd/Nelson

Absent: Commissioner Edwards

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, allowed staff to correct any non-substantial grammatical or scrivener's errors ; and further, adopted Ordinance 2016-10, amending the Village Planned Development Code; with the following changes:

Section 38-1384

(e) Fences. Fencing ~~is may be~~ permitted in the front yard within three (3) feet of the sidewalk to define the separation of public and private spaces. Such fences shall be no higher than three (3) feet six (6) inches in height. Materials shall be limited to decorative metal, wood or PVC picket style. Other fences shall only be allowed consistent with section 38-1408 of this chapter, except that chain link fencing is prohibited unless vinyl coated black and used in association with a tennis or other sports court or field. Fences or walls parallel to alleys, or fences along street side lots, shall not exceed six (6) feet in height and shall be no more than fifty (50) percent opaque above four (4) feet in height. The restriction on fence opacity shall not apply to the rear yard fencing of front-loaded lots, including those which may abut an alley in the rear. In addition, rear yard fencing on rear-loaded lots that does not meet the opacity restriction but that received a permit from the County prior to April 30, 2016, shall be considered conforming under this Code.

Section 38-1384

(i) Access and off-street parking.

(5) Garage access from the front or side of any lot that ~~has access to~~ abuts a rear alley easement shall be prohibited. However, garages located on the front or side of lots that abut a rear alley easement shall be considered conforming structures under this Code, if they received a building permit from the County prior to April 30, 2016.

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

18. Amending Orange County Code, Chapter 30, Article III relating to issuance of vertical land permits prior to platting

Consideration: AN ORDINANCE AFFECTING THE USE OF LAND IN ORANGE COUNTY, FLORIDA RELATING TO THE ISSUANCE OF VERTICAL PERMITS PRIOR TO PLATTING; AMENDING THE ORANGE COUNTY LAND DEVELOPMENT AND USE ORDINANCE CODIFIED AT ARTICLE III, CHAPTER 30, OF THE ORANGE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

- MEMBER RE-ENTERED: Commissioner Edwards

- RELINQUISHED CHAIR

County Mayor Jacobs relinquished the Chair to Vice-Mayor Nelson.

County staff recommended the following revisions to the proposed Ordinance as follows:

Line 72

Section 30-83. Plats; vertical construction prior to plat approval; vacation

(d) Model homes may be permitted on not more than twenty percent (20%) of the lots in a single family residential development with an approved preliminary subdivision plan, or phase thereof, but in no event may the number of model homes exceed five per phase. The model homes shall be situated on contiguous lots or clustered within a readily identified area. Not more than one model home may be used as a sales office/center, subject to the requirements of subsection 38-79(5).

Line 116

Section 30-83. Plats; vertical construction prior to plat approval; vacation

(d) (2) (D) all construction and ~~permitting~~ is at the applicant/developer's own risk and expense;

Line 210

Section 2 This ordinance shall take effect on ~~May 31, 2016~~ June 1, 2016.

County staff recommended establishing a Model Home Fee for permitting in the amount of \$258.25.

The following persons addressed the Board:

- John Florio
- Ben Shoemaker

Based upon input from the public, County staff recommended the following revisions to the proposed Ordinance as follows:

Section 30-83. Plats; vertical construction prior to plat approval; vacation

(d) (2) (H) the water ~~and wastewater systems~~ serving the proposed model home shall have been partially or fully cleared for service by the Florida Department of Environmental Protection;

Section 30-83. Plats; vertical construction prior to plat approval; vacation

(d) (3) (H) the wastewater system serving the model home(s) shall have been partially or fully cleared for service by the Florida Department of Environmental Protection; and

• REASSUMED CHAIR

County Mayor Jacobs reassumed the Chair from Vice-Mayor Nelson.

Clerk's Note: After the public hearing, County staff corrected non-substantial grammatical and/or scrivener's errors removing the word "proposed" in Lines 164, 175, 185, new paragraph added as Section 30-83(d)(3)(h) became Section 30-83(d)(3)(g) and existing Section 30-83(d)(3)(g) became Section 30-83(d)(3)(h) in the final ordinance.

Motion/Second: Commissioners Boyd/Edwards

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, allowed staff to correct any non-substantial grammatical or scrivener's errors; and further, adopted Ordinance 2016-11, amending Chapter 30 of the Orange County Code; with the following changes:

Section 30-83. Plats; vertical construction prior to plat approval; vacation

(d) Model homes may be permitted on not more than twenty percent (20%) of the lots in a single family residential development with an approved preliminary subdivision plan, or phase thereof, but in no event may the number of model homes exceed five per phase. The model homes shall be situated on contiguous lots or clustered within a readily identified area. Not more than one model home may be used as a sales office/center, subject to the requirements of subsection 38-79(5).

Section 30-83. Plats; vertical construction prior to plat approval; vacation
(d) (2) (D) all construction and permitting is at the applicant/developer's own risk and expense;

Section 2 This ordinance shall take effect on ~~May 31, 2016~~ June 1, 2016.

Section 30-83. Plats; vertical construction prior to plat approval; vacation
(d) (2) (H) the water and wastewater systems serving the proposed model home shall have been partially or fully cleared for service by the Florida Department of Environmental Protection;

Section 30-83. Plats; vertical construction prior to plat approval; vacation
(d) (3) (H) the wastewater system serving the model home(s) shall have been partially or fully cleared for service by the Florida Department of Environmental Protection; and

and

• COUNTY CONSENT AGENDA (CONTINUED)

Community, Environmental and Development Services Department (Deferred)

2. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Adoption of a Form Hold Harmless and Indemnification Agreement to be used when the Development Review Committee approves the issuance of vertical building permits prior to platting pursuant to Section 30-83(c) of the Orange County Code, and authorization for the Director of Community, Environmental and Development Services or authorized designee to execute any such agreements. All Districts.

and

3. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Repealing Resolution 95-M-20. All Districts.

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board approved and executed Resolution 2016-M-18 of the Orange County Board of County Commissioners regarding Adoption of a Form Hold Harmless and Indemnification Agreement to be used when the Development Review Committee approves the issuance of vertical building permits prior to platting pursuant to Section 30-83(c) of the Orange County Code, and authorization for the Director of Community, Environmental and Development Services or authorized designee to execute any such agreements; and further, approved and executed Resolution 2016-M-19 of the Orange County Board of County Commissioners regarding Repealing Resolution 95-M-20.

Motion/Second: Commissioners Clarke/Edwards

AYE (voice vote): All members

Action: The Board approved establishing the Model Home Fee for permitting in the amount of \$258.25.

- ADJOURNMENT, 4:42 p.m.

ATTEST:

County Mayor Teresa Jacobs

Date: _____

ATTEST SIGNATURE:

Martha O. Haynie
County Comptroller as Clerk

Deputy Clerk



Jerry L. Demings

ORANGE COUNTY SHERIFF'S OFFICE
INTEROFFICE MEMORANDUM

June 21, 2016

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

FROM: Shawna Wells, Purchasing Manager
Orange County Sheriff's Office

SUBJECT: Approval by Resolution the Master Lease Agreement with JPMorgan Chase Bank, N.A. for financing of Orange County Sheriff's Office Vehicles

The Orange County Sheriff's Office is ordering several new vehicles. The vehicles will be financed over a three year period with JPMorgan Chase Bank, N.A. Approval from the Board of County Commissioners by resolution is required to lease purchase the vehicles. Included in this request, is the Master Lease Agreement, a copy of the Master Lease Purchase Addendum and the required resolution.

ACTION REQUESTED: Approval and Execution of A Resolution of the Board of County Commissioners of Orange County, Florida, approving the execution and delivery by the Orange County Sheriff's Office, on behalf of the County, as lessee, of a Master Lease Agreement with JPMorgan Chase Bank, N.A., as lessor; providing for certain other matters in connection therewith; and providing an effective date.


S.W.

SW
Attachment

c: Jerry L. Demings, Orange County Sheriff
Rey Rivero, Orange County Undersheriff
Andy DiLoreto, Comptroller, OCSO
Cheryl Gillespie, Supervisor, Agenda Development, OC

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, APPROVING THE EXECUTION AND DELIVERY BY THE ORANGE COUNTY SHERIFF'S OFFICE, ON BEHALF OF THE COUNTY, AS LESSEE, OF A MASTER LEASE AGREEMENT WITH **JPMORGAN CHASE BANK, N.A.**, AS LESSOR; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Orange County Sheriff (the "Sheriff"), a constitutional officer of Orange County, Florida (the "County") , is authorized by law to acquire personal property that is needed to carry out its governmental functions and to acquire such personal property by lease- purchase; and

WHEREAS, the Sheriff and the County have determined that it is necessary to acquire by lease-purchase certain items of personal property for the use and benefit of the Sheriff; and

WHEREAS, **JPMORGAN CHASE BANK, N.A.**, is willing to acquire such items of personal property and lease-purchase them to the Sheriff pursuant to a Master Lease Agreement to be entered into by and between the County and JPMORGAN CHASE BANK, N.A., a form of which is attached hereto as Exhibit A (the "Lease") ; and

WHEREAS, the Board of County Commissioners of the County (the "Governing Body") finds it desirable to authorize the execution and delivery of the Lease by the Sheriff as provided herein; and

WHEREAS, the Sheriff has requested that the Governing Body approve the Lease in order to satisfy federal income tax requirements for interest on the Lease to be treated as excluded from gross income for federal income tax purposes so that the Sheriff can lower the interest cost on the Lease;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Orange County, Florida, that:

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to Article VIII, Section 1 of the Constitution of the State of Florida, Section 125.01, Florida Statutes, and other applicable provisions of law (the "Act").

Section 2. Findings and Determinations. It is hereby ascertained, determined and declared that:

A. The County has all powers of local self government under the act to perform County functions and to render services in a manner not inconsistent with general or special law and such power may be exercised by the adoption of ordinances and resolutions.

B. The County and the Sheriff are authorized under the Act to enter into lease agreements for the acquisition of various items of personal property, including the items of personal property described on Exhibit A attached to the Lease (the "Equipment") for the use and benefit of the Sheriff.

C. The Sheriff's staff has reviewed the proposal submitted by **JPMORGAN CHASE BANK, N.A.** and has recommended that it is in the best interest of the County and the Sheriff's office to accept such proposal.

D. It is in the best interest of the County for the Sheriff to accept the proposal of **JPMORGAN CHASE BANK, N.A.**

Section 3. Authorization of Master Lease Agreement Acquisition. The acquisition and lease-purchase of the Equipment by the Sheriff pursuant to the Lease is hereby authorized.

Section 4. Approval of Master Lease Agreement. The proposed form of the Lease attached as Exhibit A to this Resolution is hereby approved subject to such changes, insertions and filling of blanks therein as may be approved and made in the form of such Lease by the Sheriff executing the same in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. The Sheriff of Orange County or his duly authorized designee is hereby authorized to execute the Lease for and on behalf of the County and the Sheriff pursuant to the terms hereof and of the Lease. The signature of the Sheriff of Orange County or his duly authorized designee on the Lease shall be conclusive evidence of the acceptance thereof. The Sheriff of Orange County or his duly authorized designee is hereby authorized and directed to deliver the Lease following execution thereof in accordance with this Resolution to the representative of **JPMORGAN CHASE BANK, N.A.**

The Sheriff of Orange County or his duly authorized designee, and such other officers and employees of the County as may be designated by the Chairman or Vice-Chairman, are each designated as agents of the County in connection with the execution and delivery of the Lease and are authorized and empowered, collectively, or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the County that are necessary or desirable in connection with the execution and delivery of the Lease, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or any action relating to the Lease hereto or taken by the County.

Section 5. Limited Obligation; Neither Credit Nor Taxing Power Pledged. Payment by the Sheriff of lease payments under the Lease for the County's then current fiscal year ("Fiscal Year") shall constitute an expenditure of the current Fiscal Year

and shall not in any way be construed to be a debt of the County or the Sheriff in contravention of any applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness by the County. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE LEASE, THE PAYMENTS DUE UNDER THE LEASE ARE TO BE MADE ONLY AFTER AN APPROPRIATION IS LAWFULLY MADE THEREFOR FROM THE COUNTY'S LEGALLY AVAILABLE AND APPROPRIATED REVENUES FROM SOURCES OTHER THAN AD VALOREM OR OTHER TAXES AND NEITHER THE COUNTY NOR THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, SHALL BE OBLIGATED TO MAKE ANY APPROPRIATION FOR ANY SUMS DUE TO **JPMORGAN CHASE BANK, N.A.** UNDER THE LEASE FROM AD VALOREM OR OTHER TAXES AND NEITHER THE FULL FAITH AND CREDIT OF THE COUNTY NOR THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THE LEASE AND THE LEASE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE COUNTY OR THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION.

Section 6. Covenants Binding. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Sheriff or the County by the provisions of the Lease shall be exercised or performed by the Sheriff or by such officers, board, body or commission as may be authorized by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Governing Body or officer, agent or employee of the County in his or her individual capacity, and neither the members of the Sheriff's Office or the Governing Body nor any officer, agent or employee of the County executing the Lease shall be liable personally on the Lease or be subject to any personal liability or accountability by reason of the execution thereof.

Section 7. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions in this Resolution and the Lease any other document or agreement hereby authorized shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution and the Lease and shall in no way affect the validity of any of the other provisions hereof or of the Lease or any other document or agreement hereby authorized.

Section 8. Receipt of Disclosures; Payment of Costs of Issuance. The Sheriff, on behalf of the County has received all disclosures required pursuant to Florida law, and has been advised of the costs of issuance of the Lease and payment of same from legally available funds appropriated to the Sheriff as hereby approved, authorized and directed.

Section 9. Effective Date. This Resolution shall be effective immediately upon its adoption.

Approved and adopted by the Board of County Commissioners of Orange County, Florida in open session this __ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS,
ORANGE COUNTY, FLORIDA

By: _____
Teresa Jacobs
Orange County Mayor

(SEAL)

ATTEST:

By: _____

Name : _____

Title: _____

MASTER LEASE-PURCHASE AGREEMENT

Dated As of: JUNE 15, 2016

Lessee: ORANGE COUNTY SHERIFF'S OFFICE

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the lessee identified above ("Lessee").

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change

shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessor and Lessee acknowledge that Lessee is immune or exempt from federal, state and local taxation. If there is an attempt to levy Taxes upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease, it shall be Lessee's duty to pay such Taxes or to challenge their legality and validity. If Lessee fails to pay such Taxes when due and fails to challenge their validity, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Break Funding Charge. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the sum of the differences between (i) each scheduled interest payment which would have been made on the Termination Value

if such Casualty Loss payment had not occurred and (ii) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the Loss Payment Due Date (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lessor shall be deemed to have entered into when the Lease was originally funded, with each such difference discounted to a present value as of the date of payment using the fixed interest rate of the Replacement Swap as the applicable discount rate; the Lessee acknowledges that the Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease; all calculations and determinations by the Lessor of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor. However, nothing in this Section 13 or this Master Lease constitutes or shall be deemed to be a waiver by Lessee of its sovereign immunity.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **NO PREPAYMENT.** Except as may be provided in any applicable Prepayment Addendum to a Schedule, Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not knowingly do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not knowingly do (or cause to be done) any act which

will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (b) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof, and such failure is not cured within ten (10) days after receipt of written notice thereof by Lessor; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any material statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with

interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state where Lessee is located (the "State").

23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (*if to Lessor* 1111 Polaris Parkway, Suite 3A – OH1-1085, Columbus, Ohio 43240-2050, to the attention of the GNPH Operations Manager; *if to the Lessee*, Orange County Sheriff's Office, 2500 West Colonial Drive Orlando, Florida 32804, Attention: Purchasing Manager, *with copy to* same address, Attention: General Counsel). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

ORANGE COUNTY SHERIFF'S OFFICE
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer



MASTER LEASE-PURCHASE ADDENDUM
(For Local Government Lessee in Florida)

Dated: JUNE 15, 2016

Master Lease-Purchase Agreement Date: JUNE 15, 2016

Lessee: ORANGE COUNTY SHERIFF'S OFFICE

Reference is made to the above Master Lease-Purchase Agreement ("Master Lease") by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Master Lease and is hereby made a part of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Leases, Lessor and Lessee hereby agree to amend the Master Lease as follows:

1. The entire Section 3 of the Master Lease is amended and restated as follows:

3. TERM.

(a) The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease. Each Lease Term shall consist of an Original Term and, if renewed as stated below, such number of Renewal Terms as shall extend the Lease Term of a Lease to the date that the last Rent Payment stated in the Payment Schedule to such Lease is due and payable.

(b) The Original Term of each Lease will commence on the first date any of the Equipment is accepted by Lessee pursuant to Section 5 hereof and shall extend to the last day of the fiscal year of Lessee in which such commencement date occurs. Lessee has the option to renew the Lease Term of each Lease and each Renewal Term of a Lease shall be twelve months, shall correspond to Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided, that the last scheduled Renewal Term of a Lease shall be such lesser number of months as may be necessary to extend the Lease Term of the Lease to the date that the last Rent Payment stated in the Payment Schedule is due and payable.

(c) The Original Term of each Lease shall terminate on the last day of the fiscal year of Lessee that corresponds to the Original Term and each Renewal Term shall terminate on the last day of the fiscal year of Lessee that corresponds to said Renewal Term; provided, that the Original Term and each Renewal Term of each Lease may be renewed for the succeeding Renewal Term, but only if a Renewal Act is taken by Lessee. "Renewal Act" means the affirmative act of Lessee whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term; provided, that, if permitted by applicable State law, the act of the governing body of Lessee whereby funds are appropriated to pay Rent Payments for a Lease that are due and payable in such succeeding Renewal Term shall be deemed such an affirmative act of Lessee.

2. The entire Section 6 of the Master Lease is amended and restated as follows:

6. TERMINATION FOR NON-RENEWAL.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Original Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available for all Rent Payments. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available for such purpose. Lessor agrees that no Lease will be a

general obligation of Lessee and that no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee fails to renew a Lease Term of a Lease as provided above, then a "Non-Renewal Event" shall be deemed to have occurred. If a Non-renewal Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Renewal Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof, provided, that if Lessee fails to so return the Equipment, then Lessee shall pay to Lessor the full amount under Section 15 hereof as if Lessee had elected to exercise its purchase option for Equipment; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise legally available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

3. The entire Section 8 of the Master Lease is amended and restated as follows:

8. TITLE; UCC FILINGS.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida, but, in order to give notice to others of Lessor's rights under Sections 6, 20 and 21 hereof, Lessee agrees to execute and deliver to Lessor UCC financing statements relating to the Equipment and any amendments thereto.

4. The entire Section 20 of the Master Lease is amended and restated as follows:

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay, and Lessee agrees that it shall pay, (1) all amounts then currently due under all Leases, (2) all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs, and (3) interest on the foregoing amounts at 5.73% per annum or at the highest lawful rate, whichever is less, from the date of Lessor's demand for such payment;

(b) upon Lessor's request, Lessee will promptly return all Equipment to Lessor in the manner set forth in Section 21, provided, that if Lessee fails to so return any Equipment, Lessor's exclusive remedy for such failure is a right to commence an equitable proceeding for a writ of mandamus or other equitable right for specific performance of Lessee's agreement to so return the Equipment to Lessor and Lessor acknowledges that such remedy is subject to all applicable equitable defenses of Lessee;

(c) if Lessee returns any Equipment to Lessor under clause (b) above, then Lessor agrees to use commercially reasonable efforts under then current circumstances to sell, lease or otherwise dispose of such Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any such Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee up to, but not exceeding, all amounts then currently due under all Leases, plus the Termination Value due under all Leases when the Event of Default occurs plus the expenses set forth in clause (e) of this Section 20;

(d) subject to the provisions of the Leases that restrict Lessor's right at law to repossess or foreclose on the Equipment, Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or Lessor may enforce any of Lessee's obligations under any Lease by appropriate court action at law or in equity; and/or

(e) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section 20, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy legally available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

5. Nothing in the Master Lease or any Schedule shall be interpreted or construed as granting Lessor a security interest in or other lien or encumbrance on any Equipment. Notwithstanding anything to the contrary in the Master Lease or any Schedule, Lessor waives and releases any right that it may have at law (including, without limitation, under Article 9 of the Uniform Commercial Code) to repossess or foreclose on any Equipment.
6. Lessor acknowledges that (a) Lessee expects that all Rent Payments will be paid from revenue sources other than ad valorem taxes; (b) no Lease will be a general obligation of Lessee, (c) no Lease will be payable from a pledge of ad valorem taxes, and (d) no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. This Addendum shall control in the event of any conflict between its terms and conditions and the terms and conditions of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

ORANGE COUNTY SHERIFF'S OFFICE
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer



PREPAYMENT SCHEDULE ADDENDUM
(Lockout Period)

Dated as of: _____

Lease Schedule No.: 1000141189

Lessee: **ORANGE COUNTY SHERIFF'S OFFICE**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary herein or the Lease, Lessee and Lessor agree that Lessee shall not exercise its prepayment or early purchase rights under the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule) or this Addendum prior to the end of the Lock-Out Period specified below.

Lock-Out Period: the first 12 months of the Lease Term of the Schedule

2. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease **and** so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period") **and** so long as the above Lock-Out Period has expired, Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.
3. The parties acknowledge that the Termination Value column of the Payment Schedule to the Schedule is included solely for purposes of the calculations required by Section 13.3 of the Master Lease (casualty loss of Equipment), Section 14.1 of the Master Lease (required amount of casualty loss insurance) and Subsection 20(c) of the Master Lease (post-default remedies of Lessor) and said Termination Value column does not negate the restrictions on purchase options or voluntary prepayment in paragraphs 1 and 2 of this Addendum.
4. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

ORANGE COUNTY SHERIFF'S OFFICE
(Lessee)

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

By: _____


Title: _____

Title: Authorized Officer



June 24, 2016

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

FROM: Cheryl J. Gillespie, Supervisor 
Agenda Development Office

SUBJECT: Appointment to the Big Sand Lake Advisory Board
CONSENT AGENDA ITEM JULY 12, 2016

Commissioner Boyd has requested Board confirmation of his appointment of David A. Winslow to the Big Sand Lake Advisory Board to succeed Thomas R. Maurer with a term expiring December 31, 2016.

ACTION REQUESTED: Confirmation of Commissioner Boyd's appointment of David A. Winslow to the Big Sand Lake Advisory Board with a term expiring December 31, 2016.

June 27, 2016

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

THRU Cheryl J. Gillespie, Supervisor
Agenda Development Office

FROM: Pamela Mann-Jackson, Advisory Board Coordinator
Agenda Development Office

SUBJECT: Membership and Mission Review Board Recommendations
CONSENT AGENDA ITEM JULY 12, 2016.

1. At its June 17, 2016 meeting, the Membership and Mission Review Board approved recommending the following advisory board appointments and reappointments:
 - A. **Animal Services Advisory Board:** Appointment of Dr. Nanette Parratto-Wagner to succeed Dr. John Wight in the veterinarian representative category and the appointment of Thomas E. Mortimer to succeed William F. Gouveia in the at large representative category with terms expiring December 31, 2017.
 - B. **Citizens' Review Panel For Human Services:** Reappointment of Elizabeth Nelson in the at large representative category and the appointment of Jentri Casaberry to succeed Rev. Evers Robinson in the at large representative category with terms expiring December 31, 2018 and the appointment of Brent D. Hartman to succeed Laurie Stern in the youth advocate representative category with a term expiring December 31, 2017.
 - C. **International Drive CRA Advisory Committee:** Appointment of Thomas D. Smith to succeed Terry W. Prather in the International Drive Chamber of Commerce representative category with a term expiring January 1, 2018.
 - D. **Parks and Recreation Advisory Board:** Reappointment of Mark A. Arias in the District 3 representative category and the appointment of Kurt Saba to succeed Jacqueline A. Blake in the Mayor's at large representative category with terms expiring June 30, 2018.

ACTION REQUESTED: Approval of the Membership and Mission Review Board's recommendations for advisory board appointments and reappointments.

Attachments

ANIMAL SERVICES ADVISORY BOARD

MMRB Liaison: Yog Melwani, (407) 948-0701

MISSION

Assist and advise the Board of County Commissioners in carrying out an effective and comprehensive Animal Services program.

STATUS OF VACANCIES

There are two vacancies on this seven-member board in the at large representative category due to the resignation of William F. Gouveia and veterinarian representative category due to the removal of Dr. John Wight for lack of attendance.

THE MMRB RECOMMENDS:

Consideration of the appointment of Dr. Nanette Parratto-Wagner to succeed Dr. John Wight in the veterinarian representative category and the appointment of Thomas E. Mortimer to succeed William F. Gouveia in the at large representative category with terms expiring December 31, 2017.

| <u>APPLICANT</u> | <u>OCCUPATION</u> | <u>RACE</u> | <u>ETHN</u> | <u>GEN</u> | <u>DIST</u> |
|---------------------------------|--------------------------|--------------------|--------------------|-------------------|--------------------|
| Nanette Parratto-Wagner, DVM | TBF/PLLC/Veterinarian | W | NH | F | 4 |
| Thomas E. Mortimer | RR Donnelley/Pressman | W | NH | M | 2 |

SUMMARY OF QUALIFICATIONS:

Dr. Nanette Parratto-Wagner: Dr. Parratto-Wagner graduated from Villanova University with a bachelor of science degree in Biology and the University of Florida CVM with a doctorate in Veterinarian Medicine. She is licensed through the Florida Department of Business and Professional Regulation and the South Carolina Department of Labor, Licensing and Regulation. Dr. Parratto-Wagner served as the chairman of the Animal Services Classification Committee for Orange County. She is a member of the American Veterinary Medical Association and the Florida Veterinary Medical Association.

Thomas E. Mortimer: Mr. Mortimer is a former german shepherd dog breeder. He is a certified sheetfed press operator by the National Council for Print Industry Certification and certified in the science of color reproduction by Wallace Computer Services. He has lived in Orange County for over 30 years.

CURRENT BOARD

| | <u>ORIGINAL APPOINTMENT</u> | <u>TERM EXPIRES</u> | <u>RACE</u> | <u>ETHN</u> | <u>GEN</u> | <u>DIST</u> |
|---|--|--------------------------------|--------------------|--------------------|-------------------|--------------------|
| <u>Attorney</u> Paul L. Wean | 3/15/16 | 12/31/16 | O | * | M | 1 |
| <u>At Large</u> Jeff Loeffert | 5/5/15 | 12/31/16 | W | * | M | 1 |
| Frayda R. Morris | 12/15/15 | 12/31/16 | W | NH | F | 1 |
| William F. Gouveia [RESIGNED] | 9/15/15 | 12/31/17 | W | NH | M | 3 |
| Lisa Franchina | 3/15/16 | 12/31/17 | W | NH | F | 4 |
| <u>Orange County Sheriff's Office</u> Deputy Sheriff Michael Holt | 5/5/15 | 12/31/16 | * | * | M | * |
| <u>Veterinarian</u> John Wight, DVM [REMOVED] | 12/3/13 | 12/31/15 | W | NH | M | 1 |

*Unknown

CITIZENS'S REVIEW PANEL FOR HUMAN SERVICES

MMRB Liaison: Dr. Lavon Bracy, (407) 399-9587

MISSION

Evaluates, recommends, and monitors Orange County's allocation of funding to non-profit human service agencies and reviews needs assessment/targeted community studies and United Way panel recommendations in order to make funding recommendations.

STATUS OF VACANCIES

There are six vacancies on this 24-member board in the at large representative category, the at large "member in training" representative category, the M/WBE spokesperson representative category, and the youth advocate representative category.

THE MMRB RECOMMENDS:

Consideration of the reappointment of Elizabeth Nelson in the at large representative category and the appointment of Jentri Casaberry to succeed Rev. Evers Robinson in the at large representative category with terms expiring December 31, 2018 and the appointment of Brent D. Hartman to succeed Laurie Stern in the youth advocate representative category with a term expiring December 31, 2017.

| <u>Name</u> | <u>Occupation</u> | <u>Race</u> | <u>Gen</u> | <u>Ethn</u> | <u>Dist.</u> |
|------------------|--|-------------|------------|-------------|--------------|
| Jentri Casaberry | Innovation Speakers Association/President/CEO | B | NH | M | 6 |
| Brent D. Hartman | Rumberger, Kirk & Caldwell, PA/Associate Attorney | W | NH | M | 5 |

SUMMARY OF QUALIFICATIONS:

Jentri Casaberry: Mr. Casaberry graduated from Chicago State University with a bachelor of arts degree in Business Management. He is a member of the Winter Park Masonic Lodge and the Orlando Scottish Rite Center. Mr. Casaberry currently serves on Orange County Research and Development Authority.

Brent D. Hartman: Mr. Hartman graduated from the University of Maryland with a bachelor of arts degree and the University of Florida with a Juris Doctorate. He is a member of the Orange County Bar Association and the Audobon Park Garden District. Mr. Hartman has worked at numerous youth summer camps, volunteered in schools, and worked for a year as a substitute teacher in a K-12 school. He has volunteered as a high school basketball coach and, after Hurricane Katrina, he spent time at four different public and charter schools working with children.

CURRENT BOARD

| | <u>ORIGINAL APPOINTMENT</u> | <u>TERM EXPIRES</u> | <u>RACE</u> | <u>ETHN</u> | <u>GEN</u> | <u>DIST</u> |
|---------------------------------------|--|--------------------------------|--------------------|--------------------|-------------------|--------------------|
| <u>At Large</u> | | | | | | |
| Ryan A. Myers | 1/10/12 | 12/31/17 | W | * | M | 3 |
| Mark A. Arias | 8/7/12 | 12/31/17 | * | H | M | 3 |
| Isa Dora Dean | 10/14/14 | 12/31/17 | B | NH | F | 2 |
| Michael T. Daniels | 10/13/09 | 12/31/16 | B | * | M | 4 |
| G. Sean Sandiford | 7/15/14 | 12/31/17 | B | * | M | 3 |
| Lonnie A. Thompson | 10/8/13 | 12/31/16 | B | * | M | 5 |
| Corey L. Douglas | 10/14/14 | 12/31/17 | B | NH | M | 6 |
| Bobby L. Watson | 10/5/10 | 12/31/18 | B | * | M | 6 |
| Courtney E. Kareem | 9/15/15 | 12/31/17 | W | NH | F | 5 |
| Aquasia U. Johnson McDowell | 7/15/14 | 12/31/16 | B | * | F | 6 |
| Shirley A. Walker-Hightower | 9/10/13 | 12/31/17 | B | * | F | 6 |
| Tiffany S. Dziekan | 9/11/12 | 12/31/17 | B | * | F | 4 |
| Rev. Evers Robinson | 8/7/10 | 12/31/15 | B | * | M | 6 |
| Elizabeth Nelson | 9/15/15 | 12/31/15 | W | NH | F | 2 |
| Maribel Gomez-Cordero [RESIGNED] | 9/15/15 | 12/31/17 | O | H | F | 4 |
| <u>Economically Distressed</u> | | | | | | |
| Frank E. Blanco [REMOVED] | 9/15/15 | 12/31/15 | W | H | M | 1 |
| <u>Physically Challenged</u> | | | | | | |
| Beverly J. Jackson | 7/16/12 | 12/31/16 | B | * | F | 2 |

*Unknown

Senior Advocate

| | | | | | | |
|---------------------|---------|----------|---|---|---|---|
| Willie J. Patterson | 7/15/14 | 12/31/18 | B | * | M | 6 |
|---------------------|---------|----------|---|---|---|---|

M/WBE Spokesperson

| | | | | | | |
|---------------------------|--------|----------|---|---|---|---|
| Adriana Comellas Macretti | 4/9/13 | 12/31/14 | * | H | F | 1 |
|---------------------------|--------|----------|---|---|---|---|

Youth Advocate

| | | | | | | |
|--------------|---------|----------|---|---|---|---|
| Laurie Stern | 1/10/12 | 12/31/14 | * | * | F | 2 |
|--------------|---------|----------|---|---|---|---|

At large "Members in Training"

| | | | | | | |
|------------------|---------|----------|---|----|---|---|
| Shannon K. Brown | 9/15/15 | 12/31/17 | B | NH | F | 2 |
|------------------|---------|----------|---|----|---|---|

| | | | | | | |
|-----------------|---------|----------|---|----|---|---|
| Cindy Underwood | 9/15/15 | 12/31/17 | W | NH | F | 1 |
|-----------------|---------|----------|---|----|---|---|

| | | | | | | |
|------------|---------|----------|---|----|---|---|
| Samia Solh | 9/15/15 | 12/31/17 | O | NH | F | 4 |
|------------|---------|----------|---|----|---|---|

Vacancy

*Unknown

INTERNATIONAL DRIVE CRA ADVISORY COMMITTEE

MMRB Liaison: Picton Warlow, (407) 467-1311

MISSION

Advises the Board of County Commissioners on the implementation of the International Drive redevelopment plan and the identification and prioritization of projects.

STATUS OF VACANCIES

There are two vacancies on this seven-member board in the ETC of Central Florida representative category due to the removal of Doug Gehret for lack of attendance and in the International Drive Chamber of Commerce representative category due to the removal of Terry W. Prather for lack of attendance.

THE MMRB RECOMMENDS:

Consideration of the appointment of Thomas D. Smith to succeed Terry W. Prather in the International Drive Chamber of Commerce representative category with a term expiring January 1, 2018.

| <u>APPLICANT</u> | <u>OCCUPATION</u> | <u>RACE</u> | <u>ETHN</u> | <u>GEN</u> | <u>DIST</u> |
|-------------------------|---------------------------------------|--------------------|--------------------|-------------------|--------------------|
| Thomas D. Smith | Hyatt Regency Orlando/General Manager | W | NH | M | 6 |

SUMMARY OF QUALIFICATIONS:

Thomas D. Smith: Mr. Smith graduated from Penn State University with a bachelor of science degree. He is a member of the Visit Orlando Board of Directors and the Central Florida Partnership. Mr. Smith formerly served on the International Drive CRA Advisory Committee as the representative for the Universal Boulevard Property Owners Association, Inc.

CURRENT BOARD

| | <u>ORIGINAL APPOINTMENT</u> | <u>TERM EXPIRES</u> | <u>RACE</u> | <u>ETHN</u> | <u>GEN</u> | <u>DIST</u> |
|---|--|--------------------------------|--------------------|--------------------|-------------------|--------------------|
| <u>Tangelo Park Civic Association</u> | | | | | | |
| Jeroline G. Adkinson | 8/7/12 | 1/1/17 | B | * | F | 6 |
| <u>I-Drive Master Transit District</u> | | | | | | |
| Susan Godorov | 1/11/11 | 1/1/17 | W | * | F | 5 |
| <u>ETC of Central Florida</u> | | | | | | |
| Doug Gehret | 8/7/12 | 1/1/17 | W | * | M | 1 |
| <u>[REMOVED]</u> | | | | | | |
| <u>I-Drive Chamber of Commerce</u> | | | | | | |
| Terry W. Prather | 12/3/13 | 1/1/16 | B | * | M | 1 |
| <u>[REMOVED]</u> | | | | | | |
| <u>Universal Boulevard Property Owners Association, Inc.</u> | | | | | | |
| Melanie Becker | 5/10/16 | 1/1/18 | * | * | F | 5 |
| <u>Mayor's Representative</u> | | | | | | |
| Philip Caronia | 5/5/15 | 1/1/18 | W | NH | M | 1 |
| <u>At Large</u> | | | | | | |
| Elisabeth J. Mendes | 1/13/15 | 1/1/18 | W | NH | F | 1 |

*Unknown

PARKS AND RECREATION ADVISORY BOARD

MMRB Liaison: Paul Seago, (407) 222-7796

MISSION

Considers present and future needs of the park system, including possible expansions or major capital improvements; recommends park programs to the Board of County Commissioners.

STATUS OF VACANCIES

There are two vacancies on this 11-member board due to the resignation of Jacqueline Blake in the Mayor's representative category and the removal of Howard Gentry in the District 6 representative category for lack of attendance. The terms of Sue N. Carpenter, Mark A. Arias, Bobby R. Beagles, Linda B. Becker, and Lynn S. Nicholson have expired.

THE MMRB RECOMMENDS:

Consideration of the reappointment of Mark A. Arias in the District 3 representative category and the appointment of Kurt Saba to succeed Jacqueline A. Blake in the Mayor's at large representative category with terms expiring June 30, 2018.

| <u>APPLICANT</u> | <u>OCCUPATION</u> | <u>RACE</u> | <u>ETHN</u> | <u>GEN</u> | <u>DIST</u> |
|-------------------------|--|--------------------|--------------------|-------------------|--------------------|
| Kurt Saba | Daiichi Sankyo, Inc./Hospital Sales Rep. | W | NH | M | 4 |

SUMMARY OF QUALIFICATIONS:

Kurt Saba: Mr. Saba graduated from the University of Florida with a bachelor of science degree in Recreation. He has been employed in the field for over 10 years. He is a certified leisure professional by the Florida Recreation and Parks Association since 1997. Mr. Saba has been a college basketball official and trained officials, as well. Mr. Saba has been a coach and volunteered for Orange County and the YMCA for many years.

CURRENT BOARD

| | <u>ORIGINAL APPOINTMENT</u> | <u>TERM EXPIRES</u> | <u>RACE</u> | <u>ETHN</u> | <u>GEN</u> | <u>DIST</u> |
|---|--|--------------------------------|--------------------|--------------------|-------------------|--------------------|
| <u>District 1</u> | | | | | | |
| Sue N. Carpenter | 7/8/08 | 6/30/16 | W | NH | F | 1 |
| <u>District 2</u> | | | | | | |
| Alice Y. Nolan | 6/14/16 | 6/30/17 | W | NH | F | 2 |
| <u>District 3</u> | | | | | | |
| Mark A. Arias | 8/5/14 | 6/30/16 | * | H | M | 3 |
| <u>District 4</u> | | | | | | |
| Alan Morrison | 10/4/11 | 6/30/17 | W | * | M | 4 |
| <u>District 5</u> | | | | | | |
| Bobby R. Beagles | 9/10/13 | 6/30/16 | W | * | M | 5 |
| <u>District 6</u> | | | | | | |
| Howard T. Gentry | 8/4/15 | 6/30/17 | B | H | M | 6 |
| [REMOVED] | | | | | | |
| <u>Mayor's At Large</u> | | | | | | |
| Jacqueline A. Blake | 2/7/12 | 6/30/16 | W | * | F | 3 |
| [RESIGNED] | | | | | | |
| <u>Senior Citizen Representative</u> | | | | | | |
| Linda B. Becker | 9/15/09 | 6/30/16 | W | NH | F | 3 |
| <u>Youth Recreational Activities Representative</u> | | | | | | |
| David Laietta | 8/4/15 | 6/30/17 | W | H | M | 5 |
| <u>Natural Resource/Environmental Representative</u> | | | | | | |
| Lynn S. Nicholson | 8/14/15 | 6/30/16 | B | NH | M | 6 |
| <u>Bicycle and Pedestrian Concern Representative</u> | | | | | | |
| Jake White | 8/4/15 | 6/30/17 | W | NH | M | 4 |

*Unknown



ORANGE COUNTY MAYOR
TERESA JACOBS

P.O. Box 1393, 201 SOUTH ROSALIND AVENUE, ORANGE, FL 32801-1393
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
3

DATE: June 20, 2017
TO: The Board of County Commissioners
FROM: Mayor Teresa Jacobs
RE: Confirmation of County Mayor's Staff Reappointments

Confirmation of the County Mayor's Staff Reappointments for the third Quarter FY 2015 - 2016:

Name: James W. Becker
Title: Manager, Solid Waste
Department: Utilities
Hire Date: 9/6/1989
Date Assigned to Current Position: 4/18/1999

Name: Yolanda S. Brown
Title: Manager, Fiscal & Operational Support
Department: Family Services
Hire Date: 3/22/1993
Date Assigned to Current Position: 6/5/2007

Name: Deodat Budhu
Title: Manager, Roads & Drainage
Department: Public Works
Hire Date: 8/8/1990
Date Assigned to Current Position: 6/27/1999

Name: Mitchell L. Glasser
Title: Manager, Housing/Community Development
Department: Community Environmental Dev. Services
Hire Date: 4/18/1990
Date Assigned to Current Position: 5/18/1997

Name: Joseph C. Kunkel
Title: Deputy Director, Public Works
Department: Public Works
Hire Date: 8/11/1986
Date Assigned to Current Position: 4/14/2008

Confirmation of County Mayor's Staff Reappointments
June 20, 2016

Name: **Dil D. Luther**
Title: Manager, Animal Services
Department: Health Services
Hire Date: 2/18/1991
Date Assigned to Current Position: 5/15/2011

Name: **Julie R. Naditz**
Title: Manager, Highway Construction
Department: Public Works
Hire Date: 10/10/1988
Date Assigned to Current Position: 4/25/2005

Name: **Renzo A. Nastasi**
Title: Manager, Transportation Planning
Department: Community Environmental Dev. Services
Hire Date: 1/21/1997
Date Assigned to Current Position: 4/25/2004

Name: **Kurt N. Petersen**
Title: Manager, Office of Mgmt & Budget
Department: Office of Accountability
Hire Date: 7/17/1995
Date Assigned to Current Position: 5/24/2015

Name: **William R. Powell**
Title: Manager, Correctional Facility
Department: Corrections
Hire Date: 5/23/2005
Date Assigned to Current Position: 6/23/2013

Name: **Joel D. Prinsell**
Title: Deputy County Attorney
Department: County Administration
Hire Date: 3/11/1985
Date Assigned to Current Position: 5/22/2005

Confirmation of County Mayor's Staff Reappointments
June 20, 2016

Name: **Teresa Remudo-Fries**
Title: Deputy Director, Utilities
Department: Utilities
Hire Date: 4/19/1999
Date Assigned to Current Position: 4/19/1999

Name: **Anthony Rios**
Title: Division Chief
Department: Fire Rescue
Hire Date: 8/9/1999
Date Assigned to Current Position: 5/24/2015

Name: **Todd P. Swingle**
Title: Deputy Director, Utilities
Department: Utilities
Hire Date: 6/22/2015
Date Assigned to Current Position: 6/22/2015

Name: **Jacqueline W. Torbert**
Title: Manager, Water Operations
Department: Utilities
Hire Date: 11/18/1991
Date Assigned to Current Position: 6/4/1995

Action Requested: Confirmation of the County Mayor's staff reappointments
for the third quarter FY 2015 – 2016.

TJ/NG

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



June 17, 2016

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

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

SUBJECT: Consent Agenda Item for July 12, 2016
FY 2016 Law Enforcement Trust Fund Expenditure
Orange County Sheriff's Office Request

The Orange County Sheriff's Office is requesting \$1,500 from the FY 2016 Law Enforcement Trust Fund for the following purpose:

Contribution:

Early Learning Coalition of Orange County – \$1,500. This organization provides information to parents for child care resources, as well as manages the School Readiness programs and the Voluntary Pre-Kindergarten programs that provide free access to education for all eligible four year olds.

ACTION REQUESTED: Approval for the Orange County Sheriff's Office to spend \$1,500 from the FY 2016 Law Enforcement Trust Fund to provide an eligible contribution to the Early Learning Coalition of Orange County (\$1,500).

PLEASE NOTE: The Board voted to establish spending limits of 20% for this fund for contributions. At this point in the fiscal year, contributions represent 6% of the total expenditures; however, the restriction applies to total expenditures for the year, at year-end. The Sheriff's Office has stated that they monitor their expenditures, and that they will not exceed the 20% total for contributions.

KP/vh

Attachments

c: Eric Gassman, Deputy County Administrator
Randy Singh, Assistant County Administrator
Andy DiLoreto, Comptroller, Orange County Sheriff's Office



AGENDA ITEM

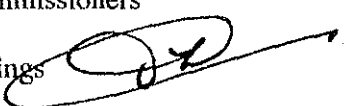
Sheriff Jerry L. Demings

ORANGE COUNTY SHERIFF'S OFFICE

TELEPHONE 407.254.7000 * P.O. BOX 1440, ORLANDO, FLORIDA 32802-1440 * WWW.OCSO.COM

May 27, 2016

TO: Board of County Commissioners

FROM: Sheriff Jerry L. Demings 

SUBJECT: Law Enforcement Trust Fund (LETF) Expenditures

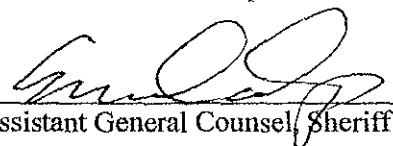
The Sheriff plans to make purchases from the Law Enforcement Trust Fund for the following items and amounts.

| <u>Account No.</u> | <u>Item</u> | <u>Amount</u> |
|--------------------|--------------------------|---------------|
| | Early Learning Coalition | \$1,500.00 |

These expenditures are for the purpose(s) indicated below and will not be used to meet normal operating needs:

- _____ 1) to defray the cost of protracted or complex investigations
- _____ 2) to provide additional equipment or expertise
- _____ 3) to provide matching funds to obtain federal grants
- X 4) for school resource officer, crime prevention, safe neighborhood, or drug abuse education and prevention programs
- _____ 5) to provide for other law enforcement purposes

Based on the foregoing representations, in my opinion this purchase(s) falls within the statutory guidelines authorizing expenditures from Law Enforcement Trust Fund monies and do not represent recurring cost for the Agency for subsequent fiscal years. The above item has X / has not been previously approved for receiving LETF monies. This request does not supplement any other Sheriff's Office expenditure funds.


Assistant General Counsel, Sheriff of Orange County

6/2/16
Date

APPROVED:

BY: _____
For the Board of County Commissioners

Date



*The First Law Enforcement Agency
in Orange County to Receive Both
International and State Accreditation*





Sheriff Jerry L. Demings
ORANGE COUNTY SHERIFF'S OFFICE
INTEROFFICE MEMORANDUM

May 27, 2016

TO: Mr. Andy DiLoreto
FROM: Sheriff Jerry L. Demings
SUBJECT: Trust Fund Request – Early Learning Coalition of Orange County

Please develop a trust fund request of \$1,500 for the Early Learning Coalition of Orange County

The Early Learning Coalition provides information to parents for child care resources, as well as manages the School Readiness programs and the Voluntary Pre-Kindergarten programs that provide free access to education for all eligible four year olds.

Thank you for your assistance in this matter.



J.L.D.

/taw
Attachment

**ORANGE COUNTY SHERIFF'S OFFICE
Law Enforcement Trust Fund Request Summary
FY16**

June 10, 2016

Submissions Approved to Date

| <u>Contributions</u> | <u>Sheriff Programs/ Equipment</u> | <u>Total</u> |
|----------------------|--|--------------|
| \$44,500.00 | \$724,057.90 | \$768,557.90 |
| 5.8% | 94.2% | 100.0% |

Submission for Approval

Consent Agenda - July 12, 2016

| <u>Contributions</u> | <u>Sheriff Programs/ Equipment</u> | <u>Total</u> |
|----------------------|--|--------------|
| \$1,500.00 | \$0.00 | \$1,500.00 |

YTD Submissions for Approval

| <u>Contributions</u> | <u>Sheriff Programs/ Equipment</u> | <u>Total</u> |
|----------------------|--|--------------|
| \$46,000.00 | \$724,057.90 | \$770,057.90 |
| 6% | 94% | 100.0% |

NOTE: This submission includes requests for:
Early Learning Coalition - \$1,500



Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
5

AGENDA ITEM

June 24, 2016

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

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

SUBJECT: Consent Agenda Items for July 12, 2016
Budget Amendments #16-44, #16-45, #16-46, and #16-47

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

ACTION REQUESTED: Approval of budget amendments #16-44, #16-45, #16-46, and #16-47.

KP/vh

Attachments



Interoffice Memorandum

AGENDA ITEM

June 21, 2016

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

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

SUBJECT: Consent Agenda Item for July 12, 2016
Budget Amendment #16-44
Tourist Development Tax Refunding Revenue Bond, Series 2016

On May 24, 2016, the Board of County Commissioners approved a resolution authorizing the issuance of Tourist Development Tax Refunding Revenue Bond, Series 2016. Pursuant to the resolution, the bonds were sold through a competitive bid process on June 16, 2016; the final closing of that transaction is scheduled for July 14, 2016. The proceeds of the Series 2016 Bonds, together with other available monies will be used to pay the cost of currently refunding all of the County's outstanding Tourist Development Tax Refunding Revenue Bonds, Series 2006 and all expenses incidental to the issuance of the Series 2016 Bonds.

In accordance with Section 129.06(2)(d), Florida Statutes, the FY 2015-16 budget requires an amendment to recognize the receipt of bond proceeds and their intended use according to bond covenants.

Revenues:

| Account Number | Classification | Amount |
|--------------------|-----------------------------------|----------------------|
| 4430-035-0900-8420 | Proceeds of Refunding Bonds | \$ 63,025,000 |
| 4430-035-0900-8411 | Premium on Refunding Revenue Bond | 9,603,991 |
| | TOTAL REVENUES | <u>\$ 72,628,991</u> |

Expenditures:

| Account Number | Classification | Amount |
|------------------------|---------------------------|----------------------|
| CCT-4430-001-0065-7640 | Payment to Escrow Agent | \$ 74,344,823 |
| CCT-4430-001-0065-7620 | Bond Issuance Costs | 562,669 |
| CCG-4430-035-0475-9580 | Reserve for Debt Service | (1,058,225) |
| CCG-4430-035-0475-9530 | Restricted Reserves | (1,220,276) |
| | TOTAL EXPENDITURES | <u>\$ 72,628,991</u> |

KP/KH/vh

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



Interoffice Memorandum

AGENDA ITEM

June 23, 2016

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

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

SUBJECT: Consent Agenda Item for July 12, 2016
Budget Amendment #16-45, Fund #8299
Voluntary Pre-Kindergarten Program
Head Start Division/Family Services Department

On September 17, 2015, the Board of County Commissioners approved an estimated budget for Voluntary Pre-Kindergarten Program in the amount of \$1,752,506. The State of Florida Agency for Work Force Innovation and the Office of Early Learning Coalition of Orange County has awarded a new grant for Voluntary Pre-Kindergarten Program in the amount of \$1,220,400. This represents a decrease of \$532,106.

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

| Account Number | Classification | Amount |
|--------------------|----------------------|---------------------|
| 8299-062-7538-3431 | Agency for Workforce | \$ (532,106) |
| | TOTAL REVENUE | <u>\$ (532,106)</u> |

Expenditures:

| Account Number | Classification | Amount |
|------------------------|--|-------------------------------|
| 7EA-8299-062-7538-1120 | Regular Salaries and Wages | \$ (269,459) |
| 7EA-8299-062-7538-2110 | FICA Taxes | (17,691) |
| 7EA-8299-062-7538-2120 | Retirement Contribution | (21,581) |
| 7EA-8299-062-7538-2130 | Life and Health Insurance | (182,000) |
| 7EC-8299-062-7538-4110 | Office Supplies | (21,255) |
| 7EC-8299-062-7538-4115 | Miscellaneous Operating Supplies/Program Expenses | (15,120) |
| 7EC-8299-062-7538-4123 | Equipment < \$1,000 | <u>(5,000)</u> |
| | TOTAL EXPENDITURES | <u>\$ (532,106) <i>pm</i></u> |

KP/PM/vh

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



Interoffice Memorandum

AGENDA ITEM

June 23, 2016

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

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

K.N.P.

SUBJECT: Consent Agenda Item for July 12, 2016
Budget Amendment #16-46, Fund #8703
Mosquito Control - Waste Tire Grant
Mosquito Control Division/Health Services Department

On September 15, 2015, the Board of County Commissioners approved a contract from the Florida Department of Agriculture and Consumer Services for the Mosquito Control Program in the amount of \$43,009. Through amendment #1, the Florida Department of Agriculture and Consumer Services increased the contract by \$1,893, for a total of \$44,902. The Mosquito Control Program assists Orange County in the control of nuisance and disease transmitting mosquitoes through a variety of techniques.

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

Revenues:

| Account Number | Classification | Amount |
|--------------------|---|-----------------|
| 8703-060-7224-3425 | Florida Department of Agriculture and Consumer Services | \$ 1,893 |
| | TOTAL REVENUES | <u>\$ 1,893</u> |

Expenditures:

| Account Number | Classification | Amount |
|------------------------|--------------------|-----------------|
| 4MM-8703-060-7224-6420 | Rolling Stock | \$ 1,893 |
| | TOTAL EXPENDITURES | <u>\$ 1,893</u> |

[Signature]

KP/vh

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



Interoffice Memorandum

AGENDA ITEM

June 24, 2016

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

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

SUBJECT: Consent Agenda Item for July 12, 2016
Budget Amendment #16-47, Fund #8505
Emergency Medical Services - EMS
Agreement #C4048
Office of the Medical Director/Health Services Department

On September 17, 2015, the Board of County Commissioners approved an estimated budget for the Emergency Medical Services in the amount of \$200,685. The Florida Department of Health awarded the grant in the amount of \$182,961, a decrease of \$17,724. In addition, interest and carry-over from the previous fiscal year of \$11,651 were approved for a net decrease of \$6,073.

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

Revenues:

| Account Number | Classification | Amount |
|--------------------|--------------------------------------|-------------------|
| 8504-060-7200-8120 | Grant Interfund Transfer | \$ (63,715) |
| 8504-060-7200-8850 | Cash Brought Forward | 11,651 |
| 8505-060-7200-8120 | Grant Interfund Transfer | 63,715 |
| 8505-060-7200-3424 | Florida Department of Health-Capital | (17,724) |
| TOTAL REVENUES | | <u>\$ (6,073)</u> |

Expenditures:

| Account Number | Classification | Amount |
|------------------------|---|---------|
| 5JB-8504-060-7200-3192 | Software Licensing / Support / Training Fee | \$ (50) |
| 5JB-8504-060-7200-3197 | Contractual Services | (56) |
| 5JB-8504-060-7200-3720 | Communications | (10) |
| 5JB-8504-060-7200-3820 | Maintenance of Equipment | (40) |
| 5JB-8504-060-7200-3823 | Maintenance of Computer Equipment | (150) |
| 5JB-8504-060-7200-3910 | Graphic Reproduction Services | (10) |
| 5JB-8504-060-7200-4030 | Training Costs | (50) |
| 5JB-8504-060-7200-4110 | Office Supplies | (161) |

Expenditures:

| Account Number | Classification | Amount |
|------------------------|---|---------------|
| 5JB-8504-060-7200-4115 | Miscellaneous Operating Supplies/Program Expenses | \$ (162) |
| 5JB-8504-060-7200-4120 | Software < \$1,000 | (100) |
| 5JB-8504-060-7200-4121 | Computer Equipment < \$500 | (331) |
| 5JB-8504-060-7200-4123 | Equipment < \$1,000 | (243) |
| 5JB-8504-060-7200-4143 | Medical and Surgical Supplies | (537) |
| 5JB-8504-060-7200-4412 | Promotional Expenses | (200) |
| 5JD-8504-060-7200-6410 | Equipment | (48,296) |
| 5JD-8504-060-7200-6438 | Computer Equipment > \$500 | (10) |
| 5JD-8504-060-7200-6440 | Software | (13,309) |
| 6JB-8505-060-7200-3197 | Contractual Services | 26,080 |
| 6JB-8505-060-7200-4020 | Books, Compact Disks, Videos, and Subscriptions | 9,892 |
| 6JB-8505-060-7200-4115 | Miscellaneous Operating Supplies | 3,000 |
| 6JB-8505-060-7200-4120 | Software < \$1,000 | 1,000 |
| 6JB-8505-060-7200-4123 | Equipment < \$1,000 | 1,690 |
| 6JD-8505-060-7200-6410 | Equipment | 15,980 |
| TOTAL EXPENDITURES | | \$ (6,073) |

KP/PM/vh

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



June 21, 2016

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

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

SUBJECT: Consent Agenda Item for July 12, 2016
Budget Transfer #16-000001141

Provided for Board approval is a copy of the budget transfer processed by the Office of Management and Budget.

ACTION REQUESTED: Approval of budget transfer #16-000001141.

KP/vh

Attachment

AGENDA ITEM

FUND NO 7303

DEPARTMENT(S) Health Services

DATE: 07/12/16

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

pg 1 of 1

| | AGENCY | ORGANIZATION | OBJECT | APPR | AMOUNT FROM | AMOUNT TO |
|--------|--------|-------------------------------|---------------------------|------|-------------|-----------|
| NO. | 060 | 7078 | 6438 | 6RH | \$26,000 | |
| TITLE | | JAG-Medical Examiner's Office | Computer Equipment >\$500 | | | |
| NO. | 081 | 7085 | 4139 | 6RD | | \$26,000 |
| TITLE | | JAG - Corrections Department | Medicines and Drugs | | | |
| TOTAL: | | | | | \$26,000 | \$26,000 |

JUSTIFICATION (to be completed by OMB):

This budget transfer is necessary to transfer unspent

Ed Byrne-JAG grant funds approved by Office of Justice Programs, Department of Justice, from the
Medical Examiner's Office to Corrections Department to purchase Naloxone Nasal Spray.

REQUESTED BY: Original on file
 (Department Manager)

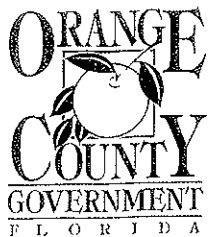
RECOMMENDED BY:

Kurt M. Peterson
 Office of Management & Budget

(County Comptroller)

APPROVED / DISAPPROVED

Board of County Commissioners / County Administrator:



Interoffice Memora

June 21, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Deodat Budhu, P.E., Manager, Roads and Drainage Division
407-836-7919

SUBJECT: Award of Invitation for Bids Y16-1066-DG, Class III Landfill for Disposal of
Construction, Demolition & Vegetative Yard Waste Materials

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1066-DG, Class III Landfill for Disposal of Construction, Demolition & Vegetative Yard Waste Materials, to the low responsive and responsible bidder, Hubbard Construction Company, in the estimated contract award amount of \$809,600. Further request authorization for the Procurement Division to exercise option years one and two. The Roads and Drainage Division anticipates that the entire contract amount will be ordered during the contract period. Funds will be cited on individual delivery orders.

PROCUREMENT:

To provide a landfill for the disposal of construction/demolition materials and vegetative yard waste on an as needed basis to support the operations of the Roads and Drainage Division.

FUNDING:

Funding is available in account number 1002 072 2906 3710.

APPROVALS:

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

A bid tabulation is attached.

REMARKS:

Two bids were received in response to the Invitation for Bids and were evaluated for price, responsiveness and responsibility. Hubbard Construction Company is the lowest responsive bidder, therefore, award is recommended to Hubbard Construction Company.

LOT A

| | BASIC YEAR | OPTION YEAR 1 | OPTION YEAR 2 |
|----------------------------------|---------------|------------------|------------------|
| Hubbard Construction Company | \$202,400 | \$208,472 | \$214,728 |
| Waste Management Inc. of Florida | \$266,800 | \$266,800 | \$276,000 |

LOT B

| | BASIC YEAR | OPTION YEAR 1 | OPTION YEAR 2 |
|----------------------------------|---------------|------------------|------------------|
| Hubbard Construction Company | \$202,400 | \$208,472 | \$214,728 |
| Waste Management Inc. of Florida | \$266,800 | \$266,800 | \$276,000 |

LOT C

| | BASIC YEAR | OPTION YEAR 1 | OPTION YEAR 2 |
|----------------------------------|---------------|------------------|------------------|
| Hubbard Construction Company | \$202,400 | \$208,477 | \$214,228 |
| Waste Management Inc. of Florida | \$340,400 | \$340,400 | \$349,600 |

LOT D

| | BASIC YEAR | OPTION YEAR 1 | OPTION YEAR 2 |
|----------------------------------|---------------|------------------|------------------|
| Hubbard Construction Company | \$202,400 | \$208,477 | \$214,728 |
| Waste Management Inc. of Florida | \$266,800 | \$266,800 | \$276,000 |

TOTAL ESTIMATED BID FOR BASIC YEAR, OPTION YEAR 1 AND OPTION YEAR 2


| | |
|----------------------------------|-------------|
| Hubbard Construction Company | \$2,502,400 |
| Waste Management Inc. of Florida | \$3,459,200 |



BUSINESS DEVELOPMENT DIVISION

June 1, 2016

TO: Dorothy Gordon, Senior Purchasing Agent
Procurement Division


FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y16-1066-DG, Class III Landfill for Disposal of Construction, Demolition
& Vegetative Yard Waste Materials

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

c: Sheena Ferguson, Manager, Business Development Division



Interoffice Memorandum



July 1, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Rodney J. Lynn, P.E., Manager, Stormwater Management
Division
407-836-7991

SUBJECT: Award of Invitation for Bids Y16-1075-LC, Fence Installation and
Repair

ACTION REQUESTED

Approval to award Invitation for Bids Y16-1075-LC, Fence Installation and Repair, to the low responsive and responsible bidder, All Rite Fence Services, Inc. for Lots A and B for a 1-year term contract. Further request authorization for the Procurement Division to renew the contracts for two additional 1-year periods.

| <u>BIDDERS NAME</u> | <u>LOT</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|-------------------------------|---|-----------------------------------|
| All Rite Fence Services, Inc. | Lot A, Stormwater Management Division | \$1,428,120.00 |
| All Rite Fence Services, Inc. | Lot B, Parks and Recreation Division/Countywide | \$ 427,912.50 |

PROCUREMENT:

To furnish, install and repair fencing throughout the County on an as-needed basis. The Stormwater Management and Parks and Recreation Divisions are the primary users of the contract. The Stormwater Management Division will use the contract primarily to replace and repair pond fencing. The Parks and Recreation Division will use the contract to replace and repair fencing within the parks with other divisions using it on a limited basis.

APPROVALS:

The Stormwater Management, Parks and Recreation and Business Development Divisions concur with this recommendation.

DISCUSSION

Two bids were received for each lot and were evaluated for price, responsiveness and responsibility. All Rite Fence Services, Inc. met all qualification requirements and has a history of satisfactory performance with the County.

The estimated contract amount includes every conceivable requirement that may materialize during contract performance, while the total orders against the contract is based on budgetary limitations. Prices are deemed fair and reasonable based on a comparison of prices paid by other counties on similar contracts and our engineer's estimation.

Award is recommended by lot as listed above.

The bid tabulation is attached.


| <u>Vendor</u> | <u>Estimated Annual Bid</u> |
|-------------------------------|-----------------------------|
| <u>Lot A.</u> | |
| All Rite Fence Services, Inc. | \$1,428,120.00 |
| KMG Fence, LLC | \$1,681,472.50 |
| <u>Lot B.</u> | |
| All Rite Fence Services, Inc. | \$ 427,912.50 |
| KMG Fence, LLC | \$ 585,645.00 |



BUSINESS DEVELOPMENT DIVISION

June 20, 2016

TO: Linda Carson, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **IFB-Y16-1075-LC, Fence Installation and Repairs (Lot A)**

The Business Development Division evaluated the **2 bids** submitted for this project and found **that** the 1 Orange County Certified Minority Women Business Enterprise bidder **was not within 5%** of the low bid for bid awards from \$750,000.01 to 2,000,000.00. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

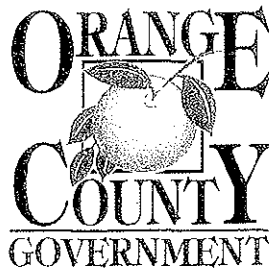
c: Sheena Ferguson, Manager, Business Development Division



BID COMPARISON

Y16-1075-LC, Fence Installation and Repairs (Lot A)


| Rank | Bidder | Bid Amount | \$ Over Low Bid | % Difference From Low Bid (5%) | \$ Over 2nd Low Bid | % Difference From 2nd Low Bid |
|---------|-------------------------------|-------------|-----------------|--------------------------------|---------------------|-------------------------------|
| Low Bid | All-Rite Fence Services, Inc. | \$1,428,120 | | | | |
| 2nd Low | KMG Fence, LLC (WF) | \$1,681,473 | \$253,353 | 17.74% | | |



BUSINESS DEVELOPMENT DIVISION

June 20, 2016

TO: Linda Carson, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **IFB-Y16-1075-LC, Fence Installation and Repairs (Lot B)**

The Business Development Division evaluated the **2 bids** submitted for this project and found that the **1** Orange County Certified Minority Women Business Enterprise bidder **was not within 7%** of the **low** bid for bid awards from \$100,000.00 to \$500,000.00. 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



BID COMPARISON

Y16-1075-LC, Fence Installation and Repairs (Lot B)

| Rank | Bidder | Bid Amount | \$ Over Low Bid | % Difference From Low Bid (7%) | \$ Over 2nd Low Bid | % Difference From 2nd Low Bid |
|---------|-------------------------------|--------------|-----------------|--------------------------------|---------------------|-------------------------------|
| Low Bid | All-Rite Fence Services, Inc. | \$427,912.50 | | | | |
| 2nd Low | KMG Fence, LLC (WF) | \$585,645 | \$157,733 | 36.86% | | |



Interoffice Memorandum

June 20, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

Contact: Rodney J. Lynn, P.E., CFM, Manager, Stormwater Management
Division
407-836-7991

Subject: Award of Invitation for Bids Y16-1077-PD, Fill Dirt and Natural Sand

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1077-PD, Fill Dirt and Natural Sand, to the low responsive and responsible bidder, G.W. Trucking, Inc., in the estimated contract award amount of \$412,500 for a 1-year term. Further request authorization for the Procurement Division to exercise option years one and two.

PROCUREMENT:

To provide the Stormwater Management Division with a source for fill dirt and natural sand to be ordered as needed for various projects throughout the county.

FUNDING:

Funding is available in account number 1002-072-2708-4160.

APPROVALS:

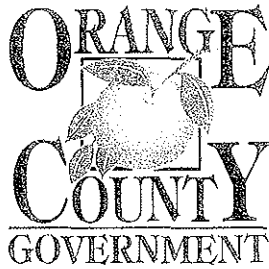
The Stormwater Management and Business Development Divisions concur with this recommendation.

REMARKS:

Four bids were received and evaluated for responsiveness, responsibility and price. G.W. Trucking, Inc. is the low responsive, responsible bidder. The bid is considered reasonable based on the technical evaluation and recommendation of staff.

Bid tabulation is as follows:

| | BASIC YEAR | OPTION YEAR 1 | OPTION YEAR 2 | TOTAL EST BID |
|------------------------------------|---------------|------------------|------------------|---------------------|
| G.W. Trucking, Inc. | \$412,500 | \$412,500 | \$412,500 | \$1,237,500 |
| Paul E. Walsh Trucking, Inc. | \$437,500 | \$481,500 | \$529,800 | \$1,448,800 |
| Solan Trucking & Excavating, Inc. | \$565,000 | \$565,000 | \$565,000 | \$1,695,000 |
| Smith Brothers Land Clearing, Inc. | \$812,500 | \$812,500 | \$880,000 | \$2,505,000 |




Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

June 30, 2016

TO: Perry Davis, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **IFB-Y16-1077-PD, Fill Dirt and Natural Sand**

The Business Development Division evaluated the **4 bids** submitted for this project and found that this contract may be awarded to **G. W. Trucking, Inc.** a Certified Minority/Women Business Enterprise bidder. The Orange County certified firm is the lowest bidder. Thus, the bid preference does not apply, per the County's M/WBE Ordinance, Section 17-324.

c: Sheena Ferguson, Manager, Business Development Division



BID COMPARISON

Y16-1077-PD, Fill Dirt and Natural Sand

| Rank | Bidder | Bid Amount | \$ Over Low Bid | % Difference From Low Bid (5%) | \$ Over 2nd Low Bid | % Difference From 2nd Low Bid |
|---------|--|-------------|-----------------|--------------------------------|---------------------|-------------------------------|
| Low Bid | G. W. Trucking, Inc. (AFAM) | \$1,237,500 | | | | |
| 2nd Low | Paul E. Walsh Trucking, Inc. (AFAM) | \$1,448,800 | \$211,300 | 17.07% | | |
| 3rd Low | Solan Trucking & Excavating, Inc. (AFAM) | \$1,695,000 | \$457,500 | 36.97% | \$246,200 | 16.99% |
| 4th Low | Smith Brothers Land Clearing, Inc. | \$2,505,000 | \$1,267,500 | 102.42% | \$1,056,200 | 72.90% |



Interoffice Memoranda

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

4

June 16, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

Contact: Rich Steiger, Manager, Facilities Management Division
407-836-7473

Subject: Award of Invitation for Bids Y16-1078-PD, Interior Painting Services

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-1078-PD, Interior Painting Services, to the low responsive and responsible bidder, Silva's Painting & General Services, LLC, in the estimated contract award amount of \$446,200 for a 1-year term. Further request authorization for the Procurement Division to renew the contract for four additional one-year terms.

PROCUREMENT:

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

FUNDING:

Funding is available in account numbers 0001 043 1713 3810, 0001 043 1717 3810, 0001 043 1718 0310 and 0001 043 1719 3810.

APPROVALS:

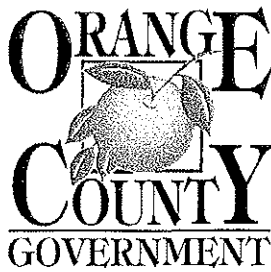
The Facilities Management and Business Development Divisions concur with this recommendation.

REMARKS:

Four bids were received and evaluated for responsiveness, responsibility and price. Silva's Painting & General Services, LLC is the low responsive responsible bidder. The bid is considered reasonable based on the technical evaluation and recommendation of staff.

Bid Tabulation:


| Bidder: | Bid Amount |
|--|----------------|
| Silva's Painting & General Services, LLC | \$ 446,200.00 |
| Lenard Bell Painting, Inc. | \$ 471,362.50 |
| Covert Painting, Inc. | \$ 534,550.00 |
| Braven Painting, Inc. | \$1,924,262.50 |



BUSINESS DEVELOPMENT DIVISION

June 30, 2016

TO: Perry Davis, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB-Y16-1078-PD, Interior Painting Services

The Business Development Division evaluated the **4 bids** submitted for this project and found that this contract may be awarded to **Silva's Painting & General Services, LLC**, a Certified Minority/Women Business Enterprise bidder. The Orange County certified firm is the lowest bidder. Thus, the bid preference does not apply, per the County's M/WBE Ordinance, Section 17-324.

c: Sheena Ferguson, Manager, Business Development Division



BID COMPARISON

Y16-1078-PD, Interior Painting Services

| Rank | Bidder | Bid Amount | \$ Over Low Bid | % Difference From Low Bid (7%) | \$ Over 2nd Low Bid | % Difference From 2nd Low Bid |
|---------|---|----------------|-----------------|--------------------------------|---------------------|-------------------------------|
| Low Bid | Silva's Painting & General Services, LLC (HM) | \$446,200 | | | | |
| 2nd Low | Lenard Bell Painting, Inc. | \$471,362.50 | \$25,163 | 5.64% | | |
| 3rd Low | Covert Painting, Inc. | \$534,550 | \$88,350 | 19.80% | \$63,188 | 13.41% |
| 4th Low | Braven Painting, Inc. (HF) | \$1,924,262.50 | \$1,478,063 | 331.26% | \$1,452,900 | 308.23% |

June 22, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

Contact: Andres Salcedo P.E., Assistant Director, Utilities Department
407-254-9719

Subject: Award of Invitation for Bids Y16-764-PH, Vistana Water Supply
Facility Improvements

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-764-PH, Vistana Water Supply Facility Improvements, to the low responsive and responsible bidder, Wharton-Smith, Inc., in the total contract award amount of \$2,566,000.

PROCUREMENT:

The improvements include replacement of the sodium hypochlorite system and fluoride chemical feed systems and improvements to the raw water wells, well housing and discharge piping. Also included are five high service pumps and piping, and associated electrical improvements.

PROJECT LOCATION:

This project is located in District 1.

FUNDING:

Funding is available in account number 4420-038-1498-6310.

APPROVALS:

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

REMARKS:

Seven bids were received. Wharton-Smith, Inc. has a satisfactory record of performance and is considered responsible.

The bid of Florida Design Contractors, Inc. was found non-responsible for this bid since they did not provide projects that met the similar project requirement in the solicitation.

BIDDERS:

BID AMOUNT

| | |
|----------------------------------|-----------------|
| Wharton-Smith, Inc. | \$2,566,000 |
| Close Construction, LLC | \$2,595,087 |
| Prime Construction Group, Inc. | \$2,648,760 |
| TLC Diversified, Inc. | \$2,662,900 |
| Vogel Bros. Building Co. | \$2,836,000 |
| PWC Joint Venture, LLC | \$3,520,876 |
| Florida Design Contractors, Inc. | Non-responsible |



BUSINESS DEVELOPMENT DIVISION

June 22, 2016

TO: Patty Hobbs, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-764-PH / Vistana Water Facility Supply Improvements

The Business Development Division evaluated the 3 lowest bids of the 6 bids submitted for this project and found that the apparent low bidder Wharton- Smith, Inc. achieved good faith effort documentation and reported 3.41% MWBE participation in their bid. Please note the following certified MWBE participation:

| | | |
|---------------------------------|------------------------------------|----------------------------|
| Mbe-hm | EM Paving | \$5,500 |
| Mwbe-af | L&S Diversified | \$20,385 |
| Wbe-wf | Winter Garden Grassing | \$3,140 |
| Mbe-hm | Central Florida Construction Walls | \$58,470 |
| Total MWBE Participation | | \$87,495.00 (3.41%) |

The second low bid submitted by Close Construction, LLC did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

The third low bid submitted by Prime Construction Group, Inc. achieved good faith effort documentation and reported 5.76% MWBE participation in their bid.

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

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

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

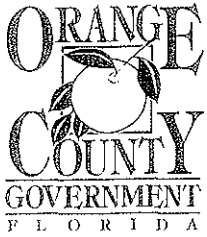
c: Sheena Ferguson, Manager, Business Development Division

A handwritten signature in dark ink, appearing to read "Sheena Ferguson", with a date "6/28" written to the right.

BID COMPARISON

IFB-Y16-764-PH / Vistana Water Facility Supply Improvements

| Rank | Bidder | Bid Amount | M/WBE \$'s in Bid | % M/WBE (Goal 25%) | GFE | \$ Over Low Bid | % Difference From Low Bid (4%) | \$ Over 2nd Low Bid | % Difference From 2nd Low Bid | EEO % M / W |
|---------|--------------------------------|-------------|----------------------|-----------------------|-----|--------------------|---|------------------------|--|----------------|
| Low Bid | Wharton- Smith, Inc. | \$2,566,000 | \$87,495 | 3.41% | yes | | | | | 31/15 |
| 2nd Low | Close Construction, LLC | \$2,595,087 | \$0 | 0.00% | no | \$29,087 | 1.13% | | | 0/26 |
| 3rd Low | Prime Construction Group, Inc. | \$2,648,760 | \$152,505 | 5.76% | yes | \$82,760 | 3.23% | \$53,673 | 2.07% | 50/12 |
| 4th Low | TLC Diversified, Inc. | \$2,662,900 | \$263,524 | 9.90% | no | \$96,900 | 3.78% | \$67,813 | 2.61% | 23/7 |
| 5th Low | Vogel Bros. Building Co. | \$2,836,000 | \$1,054,453 | 37.18% | na | \$270,000 | 10.52% | \$240,913 | 9.28% | 32/6 |
| 6th Low | PWC Joint Venture, LLC | \$3,520,876 | \$115,023 | 3.27% | no | \$954,876 | 37.21% | \$925,789 | 35.67% | 0/0 |



Interoffice Memorandum

June 21, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Tim Armstrong, Assistant Director, Utilities Customer Service
Division
407-254-9745

SUBJECT: Approval of Purchase Order M79564, Upgrades to Utilities
Customer Service Billing System

ACTION REQUESTED:

Approval of Purchase Order M79564, Upgrades to Utilities Customer Service
Billing System, with First Data Government Solutions in the amount of \$135,184.

PROCUREMENT:

To provide upgrades to the existing Utilities Customer Service Billing System to
meet Payment Card Industry (PCI) standards.

FUNDING:

Funding is available in account number 4420 038 1409 3197.

APPROVALS:

The Utilities Customer Service Division concurs with this recommendation.

REMARKS:

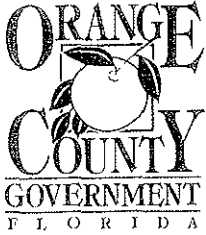
First Data Government Solutions is the sole provider for all upgrades to the
existing Utilities Customer Service Billing System. First Data Government
Solutions was awarded the contract as part of the original billing system
conversion in 2003 through a competitive Request for Proposals process. In April
2015, the Payment Card Industry (PCI) Standards Council issued initial guidance
stating that the security protocol currently in use at Utilities Customer Service via
our payment vendor could no longer be used as a security control after June 30,
2018. The County's Security Audit Contractor, Dragon Security Systems, has
identified that the current protocol represents an unreasonable risk to the
County's customers.

Page 2

Approval of Purchase Order M79564, Upgrades to Utilities Customer Service Billing System

The upgrades will provide for a viable solution to meet new requirements while remaining PCI compliant during the interim of developing a new Request for Proposals that will secure a modernized billing system prior to the 2018 deadline.

Price reasonableness has been determined based on price comparison performed on County projects that required similar professional services from other vendors.



Interoffice Memorandum

June 20, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Jim Becker, Manager, Solid Waste Division
407-254-9660

SUBJECT: Approval of Contract Y16-1104, Truck Scale Planned Maintenance
and Repairs for Landfill, Porter and L.B. McLeod Transfer Stations

ACTION REQUESTED:

Approval of Contract Y16-1104, Truck Scale Planned Maintenance and Repairs for Landfill, Porter and L.B. McLeod Transfer Stations, with Mettler-Toledo, LLC in the total contract award amount of \$134,907 for a 1-year term. Further request authorization for the Procurement Division to renew the contract for four additional one-year terms.

PROCUREMENT:

To provide preventative maintenance and repairs to Mettler-Toledo's Scalehouse weighing, invoicing and ticketing system.

FUNDING:

Funding is available in account number 4410-038-1016-3810.

APPROVALS:

The Solid Waste Division concurs with this recommendation.

REMARKS:

Mettler-Toledo, LLC will provide maintenance and repair services for 10 Mettler-Toledo scales utilizing the Mettler-Toledo computerized scale systems used by the Utilities Department. These scales and associated systems are proprietary, allowing only authorized Mettler-Toledo distributors access to parts, equipment modifications and other technical support updates and calibration.

This price is considered fair and reasonable based on the recommendation of staff when compared to prior contracts for the same equipment.



Interoffice Memorandum

July 12, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

CONTACT: Troy Layton, Manager, Field Services Division
407-254-9794

SUBJECT: Approval of Contracts Y16-1094, ABS Brand Submersible Pumps,
Parts and Repairs and Y16-1095 Flygt Brand Submersible Pumps,
Parts and Repairs

ACTION REQUESTED:

Approval of Contracts Y16-1094 with Hydra Service, Inc. for ABS Brand Submersible Pumps, Parts and Repairs in the estimated contract amount of \$1,400,000 for a 3-year term and Contract Y16-1095 with Xylem Water Solutions U.S.A., Inc. for Flygt Brand Submersible Pumps, Parts and Repairs in the estimated contract amount of \$3,000,000 for a 3-year term. Further request authorization of the Procurement Division to renew the contracts for two additional 1-year terms.

PROCUREMENT:

ABS and Flygt brand submersible pumps are used in County wastewater pumping stations.

FUNDING:

Funds are available in account numbers 4420 038 1347 3820.

APPROVALS:

The Field Services Division concurs with this recommendation.

REMARKS:

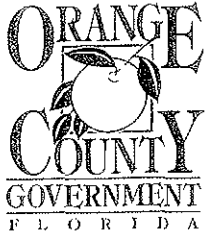
The standardization of ABS and Flygt submersible pumps was approved by the Procurement Division on November 23, 2010. The County will purchase ABS pumps through their exclusive dealer for the state of Florida, Hydra Service, Inc., and Flygt pumps through their exclusive dealer for the state of Florida, Xylem Water Solutions U.S.A, Inc.

Approval of Contracts Y16-1094, ABS Brand Submersible Pumps, Parts and Repairs and Y16-1095 Flygt Brand Submersible Pumps, Parts and Repairs

The proposed contracts with Hydra Service, Inc. and Xylem Water Solutions U.S.A., Inc. will provide the County with the means to acquire pumps, parts and service in an efficient and timely manner. The discounts from list price that were negotiated with Hydra Service, Inc. and Xylem Water Solutions U.S.A., Inc. are as follows:

| | <u>Hydra Service, Inc.</u> | <u>Xylem Water Solutions U.S.A., Inc.</u> |
|-------|----------------------------|--|
| Pumps | 10% | 5% for annual sales up to \$500,000, 7.5% for annual sales of \$500,001 to \$750,000 and 10% for annual sales over \$750,000 |
| Parts | 10% | |

The discounts of Hydra Service, Inc. are considered reasonable as they are consistent with existing pricing for pumps and parts. The discounts of Xylem Water Solutions U.S.A., Inc. are considered reasonable as they are consistent with the discount given to other municipalities up to the \$500,000 annual sales level. The increased discounts after that sales level are greater than the discounts given to other municipalities. The graduated pricing discount is for both pumps and parts, cumulatively.



Interoffice Memorandum

July 1, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: John Goodrich, Assistant to the Director, Director Health Services
Department
407-836-7689

SUBJECT: Approval of Contract Y16-2066, On-Line Medical Control
Agreement for EMS

ACTION REQUESTED:

Approval of Contract Y16-2066, On-Line Medical Control Agreement for EMS, with Orlando Health Central, Inc. in the annual contract award amount of \$189,000 for a 1-year period. Further request authorization for the Procurement Division to renew the contract for four additional 1-year periods.

PROCUREMENT:

To provide on-line (radio) medical control to EMS personnel during the management of medical emergencies.

FUNDING:

Funding is available in account number 0001-060-2410-3197.

APPROVAL:

The Health Services Department concurs with this recommendation.

REMARKS:

The Medical Control Station (MCS) operated by Orlando Health Central, Inc. will ensure EMS personnel have access to a licensed, board certified emergency physician for consultation by radio 24 hours per day, 7 days per week. The physician gives medical orders to paramedics during an emergency response used in conjunction with medical treatment protocol. Contact with the physician must be available in the event of catastrophic civic infrastructure failure, thus requiring a P-25 compliant radio system and a back-up UHF radio system. A bi-directional amplifier and antenna equipment were installed at Orlando Health Central, Inc., to allow adequate radio coverage for the physicians answering on-line medical control calls.

To comply with Florida Statutes, there is no alternative to verbal orders from a licensed physician when providing medical treatment for conditions not anticipated or addressed in the written protocols. Prices are deemed fair and reasonable based on a comparison of prices paid by the county over the past four years under a similar contract.



Interoffice Memorandum

June 15, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Bruce Faust, Fire Marshal, Fire Rescue Department
(407) 836-8301

SUBJECT: Selection of Consultant, Request for Proposals Y16-107-MA
False Alarm Billing System

RECOMMENDATION:

Selection of Public Safety Corporation, Request for Proposals Y16-107-MA, to provide a False Alarm Billing System. Further request authority for the Procurement Division to negotiate and execute a 5-year contract within a budget amount of \$185,865.

This item was evaluated by the Procurement Committee on June 1, 2016. Commissioner Ted Edwards was assigned to the Procurement Committee.

PURPOSE:

The False Alarm Billing System provides false alarm tracking and billing software. The system includes interfaces to verify addresses, support online payment and billing, and calculate responses and fees based upon the enacted local ordinance for false alarms. The system integrates with existing Tritech CAD software to track data and calculate responses by address.

DISCUSSION:

This system replaces the current antiquated and unsupported MS database.

A three-phase evaluation process was conducted. Phase 1 of this RFP evaluated written proposals for qualification, technical compliance and methodology with Public Safety Corporation achieving the minimum score of 135 to advance to Phase 2. The proposals from Advanced Heuristics Associates, LLC and PMAM Corporation did not achieve the minimal score of 135 in Phase 1 and did not advance. Phase 2 evaluated the firm's on-site presentations and technical demonstrations and Public Safety Corporation achieved the minimal cumulative score of 195 to advance to Phase 3. Phase 3 culminated with an evaluation of the fee proposal and M/WBE criteria with Public Safety Corporation qualifying for award consideration. The Procurement Committee evaluated the proposals against the stated criteria. Attached are the consensus scores.

EVALUATION SCORESHEET

RFP#: #Y16-107-MA
FALSE ALARM BILLING SYSTEM

| | PHASE 1 WRITTEN | | PHASE 2 PRESENTATION | | PHASE 3 | | | | | | | TOTAL |
|---------------------------|--------------------|-------------------|-------------------------|-------------------|-------------------|-----------|-------------------|-------------------|-------------------|------------------|---------------------------|-------|
| | | | | | Fee Proposal | Location | | MAWBE Utilization | | Welfare Hires | Disabled Vet. Hires | |
| WEIGHT: | 45 | | 20 | | 20 | 5 | | 10 | | 5 | 15 | |
| FIRM: | RAW SCORE | WEIGHTED SCORE | RAW SCORE | WEIGHTED SCORE | WEIGHTED SCORE | RAW SCORE | WEIGHTED SCORE | RAW SCORE | WEIGHTED SCORE | BONUS POINTS | BONUS POINTS | |
| PUBLIC SAFETY CORPORATION | 3.50 | 157.5 | 3.56 | 71.1 | 100.0 | 1.0 | 5.0 | 4.0 | 40.0 | 0.0 | 0.0 | 373.6 |

* Only Proposers whose Phase 1 responses scored 135 or above advanced to Phase 2.

** Only Proposers whose Phase 1 responses and Phase 2 Presentations cumulatively scored 195 or above advanced to Phase 3.



Interoffice Memorandum

May 20, 2016

To: Maria Alvarez, Senior Purchasing Agent
Procurement Division

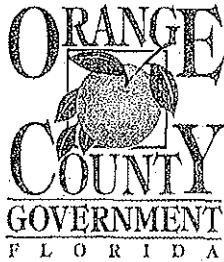
FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

SUBJ: **RFP #Y16-107-MA, False Alarm Billing Systems-Phase 3**

Below are the respondents to the subject RFP with their firm's certified sub-consultants and MWBE participation score on a 1 – 5 rating:

| | | | |
|--------------|---|------------|-----------------|
| 1. | Public Safety Corporation | | 4 Points |
| MWBE-HF | Closed Caption Latina Corp, dba Dicapta | 24% | |
| | | | |
| | Total MWBE Participation: | 24% | |
| | EEO Staff | 60% | |
| Bonus Points | | | |
| | Service-Disabled Veterans | 0 | |
| | Welfare Recipients: | 0 | |

Aheena Ferguson




Interoffice M


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
11

REAL ESTATE MANAGEMENT ITEM 1

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF RESOLUTION AND COUNTY DEED FROM ORANGE COUNTY TO THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Summerlake PD – APF School Dedication
Site #85-E-W-4

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of an elementary school as required by an Adequate Public Facilities Agreement.

ITEMS: Resolution

County Deed
Revenue: None
Size: 14.81 acres

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

REMARKS:

This site, located in Horizon West, was conveyed to Orange County pursuant to the Summerlake PD Adequate Public Facilities Agreement (the "Agreement"), approved by the Board of County Commissioners on June 28, 2005. This conveyance fulfills the requirement for an elementary school site as set out in the Agreement. In addition, it conforms to the Restrictive Covenant in deed to County for the property to be utilized for school purposes only; however, that if a school is not constructed upon said lands or if, for any reason, the Grantee owns said lands, it may only be utilized for (i) park and recreation purposes, (ii) fire station, (iii) neighborhood police station, (iv) community center, (v) charter school, or (vi) other similar use compatible with the surrounding residential neighborhood.

The School Board of Orange County, Florida (School Board) has approved their budget for FY2015-2016 which includes construction of a relief elementary school on site #85-E-W-4 for a 2020 school-year opening. The School Board has conducted its due diligence on the site and has requested the conveyance of the property from the County. Upon completion of the infrastructure development requirements shown in the Agreement, the School Board will establish a prepaid impact fee account in the amount of \$22,500.00 per acre for a total \$333,225.00 in impact fee credits.

School Board to pay recording fees.


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




REAL ESTATE MANAGEMENT ITEM 2

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

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

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

PROJECT: Eastern Regional Water Supply Facility

District 4

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

ITEM: Distribution Easement
Revenue: None
Size: 119.70 acres

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS:

This easement provides Duke Energy Florida, LLC, d/b/a Duke Energy (Grantee) the right to install and maintain electrical distribution lines and related facilities for additional electrical service to the Eastern Regional Water Supply Facility. This easement will be replaced with a descriptive easement, five (5) feet on either side of all facilities installed by Grantee, as will be shown on a sketch of description to be provided by County within sixty (60) days after the installation of facilities by Grantee. If the sketch of description is not provided by County within sixty (60) days after completion of installation, Grantee will record this easement.

Grantee to pay all recording fees.


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




REAL ESTATE MANAGEMENT ITEM 3

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

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

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

PROJECT: Bay Lake ES (Site 117-E-SW-4) Permit No. 15-E-045

District 1

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

ITEM: Utility Easement
Cost: Donation
Total size: 1,098.07 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department
Risk Management Division

REMARKS:

The County is executing the Utility Easement to show acceptance of its terms and conditions.

Grantor to pay all recording fees.

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



Interoffice

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
14

REAL ESTATE MANAGEMENT ITEM 4

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *dc*
Real Estate Management Division *dc prw*

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

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF TEMPORARY LICENSE AGREEMENT FOR CONSTRUCTION ACCESS BETWEEN ORANGE COUNTY AND TAYLOR MORRISON OF FLORIDA, INC. AND DELEGATION OF AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXERCISE EXTENSIONS IF NECESSARY

PROJECT: Hidden Springs Repump Facility Property – Construction Access
District 1

PURPOSE: To provide developer temporary use of County property for construction access in connection with development of Havencrest.

ITEM: Temporary License Agreement for Construction Access
Revenue: None
Term: 4 years
Options: One-year additional extensions

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department
Risk Management Division

REMARKS:

Taylor Morrison of Florida, Inc. (Licensee) is developing land to the north of the County's Hidden Springs Repump Facility at 2021 S. Apopka Vineland Road in Orlando and has requested the use of the County's access driveway for construction access to its Havencrest development.

During the term of the Agreement and any extensions, Licensee will carry appropriate workers' compensation, automobile and liability insurance with required limits at all times and will indemnify and hold the County harmless. Licensee will provide normal maintenance and repair during its use of the County's access driveway. At the end of the initial term or completion of Licensee's development, Licensee will repave the driveway and restore the subdivision wall. All safety and security precautions must be observed to protect persons or property. No storage of any kind is permitted on County's property.


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




REAL ESTATE MANAGEMENT ITEM 5

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF FIRST AMENDMENT TO CONSERVATION AND ACCESS EASEMENT BETWEEN GREENEWAY SOMERSET PARK, LLC, GREENEWAY PARK DRI, LLC AND ORANGE COUNTY WITH JOINDERS AND CONSENTS OF ASSOCIATION TO FIRST AMENDMENT TO CONSERVATION AND ACCESS EASEMENT FROM GREENEWAY PARK DRI PROPERTY OWNERS ASSOCIATION, INC. AND SOMERSET PARK HOMEOWNERS' ASSOCIATION, INC. AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Greeneway Park DRI, LLC (CAIP #09-015)

District 4

PURPOSE: To provide for relocation of original access to portions of the conservation area.

ITEM: First Amendment to Conservation and Access Easement with Joinders and Consents to Conservation and Access Easement from Association

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

REMARKS:

Conservation Area Impact Permit # 09-015 issued by Orange County Environmental Protection Division required a Conservation and Access Easement (Easement) over the site being developed and additional lands. The Easement was approved by the Board of County Commissioners on July 16, 2012, and included a blanket access easement over the parent tracts. Subsequent to the recording of the Easement, two plats have been filed over a portion of the original Project Site. This First Amendment to Conservation and Access Easement (Amendment) modifies the Access Easement language on the Easement to provide for the release of all platted residential lots upon platting of portions of the Project Site, but retaining access to the Conservation Easement by private right-of-way tracts and common area tracts contained within the subject plat. The Exhibit B of the Amendment is modified to define the new Access Easement areas created by the new plats and to restate a blanket Access Easement over the remainder of the encumbered parcels.

Orange County is executing the Amendment to release the original access easement area and accept the replacement access easement area.

Grantor to pay all recording fees.

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



REAL ESTATE MANAGEMENT ITEM 6

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Monica Hand, Senior Title Examiner *as for me*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF NOTICE OF RESERVATION
AND AUTHORIZATION TO DISBURSE FUNDS TO PAY
RECORDING FEES AND RECORD INSTRUMENT

PROJECT: Dominish Estates Tract A, Retention
District 2

PURPOSE: To reserve a portion of platted retention area to provide for access,
construction, operation, and maintenance of road improvements.

ITEM: Notice of Reservation
Size: 96 square feet

BUDGET: Account No: 1002-072-2700-4105

FUNDS: \$18.50 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
Public Works Department

REMARKS:

This action reserves a portion of a County owned retention pond as road right-of-way for Dominish Estates Drive.


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




REAL ESTATE MANAGEMENT ITEM 7

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF AMENDMENT TO NON-EXCLUSIVE DRAINAGE EASEMENT BETWEEN ANCORA INTERNATIONAL, LLC AND ORANGE COUNTY, APPROVAL OF SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY FROM WELLS FARGO BANK, N. A. AND AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: Ancora Apartments (Permit #B15902294)

District 1

PURPOSE: To provide for relocation of a portion of existing drainage easement area as a requirement of development.

ITEMS: Amendment To Non-Exclusive Drainage Easement
Cost: Donation
Size of released easement area: 7,415 square feet
Size of replacement easement area: 20,134 square feet

Subordination of Encumbrances to Property Rights to Orange County

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

REMARKS: On July 11, 2011, the Board of County Commissioners approved the Non-Exclusive Drainage Easement (Easement). The Easement reserved to the Grantor the right, at their sole cost and expense to relocate the drainage easement areas to other portions of the Grantor's property.

Ancora International, LLC, successor in title to the Easement has requested relocation of a portion of the easement area. Orange County is executing the Amendment To Non-Exclusive Drainage Easement to release a portion of the original easement area and accept the relocated easement area. All other terms and conditions of the Easement remain the same.

Grantor to pay recording fees.

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




Interoffice Memo


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
18

REAL ESTATE MANAGEMENT ITEM 8

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

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

ACTIONS REQUESTED: APPROVAL AND EXECUTION OF NON-EXCLUSIVE UNDERGROUND TRANSMISSION PIPE UTILITY EASEMENT AGREEMENTS BETWEEN ORLANDO UTILITIES COMMISSION, CITY OF ORLANDO AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE, ATTORNEY FEES, RECORDING FEES AND RECORD INSTRUMENTS

PROJECT: Innovation Place Project (a.k.a. Storey Park Utilities)

District 4

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

ITEMS: Non-Exclusive Underground Transmission Pipe Utility Easement Agreements (2) (Instruments 801 and 801A)
Total cost: \$12,250
Total size: 16,504 square feet

BUDGET: Account No.: 4420-038-1450-58-6110 50%
4420-038-1483-19-6110 50%

FUNDS: \$12,250.00 Payable to Orlando Utilities Commission and
City of Orlando (purchase price and attorney fees)

\$ 377.00 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department
Risk Management Division

REMARKS: The purchase of these two easements is needed to provide the water, wastewater and reclaimed water utilities infrastructure for the Innovation Place (a.k.a. Storey Park) development. These two easements are a component of the Orange County Utilities Eastern Service Area and will provide a part of the transmission systems for potable water, waste water and reclaimed water to serve future development.

The County is executing the easements to show acceptance of the terms and conditions.

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



Interoffice M

AGENDA ITEM

June 8, 2016

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

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

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

A handwritten signature in black ink, appearing to read "Bradley Campbell".

SUBJECT: July 12, 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 16-0492 | 1 | APEX BANK | \$ 1,477.76 |
| LC 16-0480 | 2 | LEWIS LIONEL E | \$ 95.56 |
| LC 16-0483 | 2 | US BANK AS C/F FL DUNDEE LIEN INV LLC | \$ 350.75 |
| LC 16-0533 | 2 | TARPON IV LLC | \$ 5,678.85 |
| LC 16-0535 | 2 | TITRE OLIVER | \$ 279.54 |
| LC 16-0560 | 2 | ESTIME MARIE THERESE | \$ 759.40 |
| LC 16-0561 | 2 | WELLS FARGO BANK | \$ 741.90 |
| LC 16-0562 | 2 | MARIN THEOLIA H | \$ 1,008.63 |
| LC 16-0563 | 2 | MARIN THEOLIA H | \$ 295.90 |
| LC 16-0565 | 2 | CATRON TIMOTHY D | \$ 417.40 |
| LC 16-0567 | 2 | BOZZYS TRUST | \$ 812.20 |
| LC 16-0572 | 2 | DEERE IRREVOCABLE TRUST | \$ 550.08 |

| <u>Case No.</u> | | <u>Property Owner</u> | <u>Amount*</u> |
|-----------------|---|---|----------------|
| LC 16-0495 | 3 | AGUILAR ARTURO | \$ 783.73 |
| LC 16-0555 | 3 | LAW CHARLES P | \$ 176.52 |
| LC 16-0559 | 3 | SAIKAN LLC | \$ 561.53 |
| LC 16-0581 | 3 | GLOSSENGER SHIRLEY A | \$ 238.80 |
| LC 16-0607 | 3 | CANCETTY-OLMOS TEODORA L; OLMOS JOSE L | \$ 1,203.30 |
| LC 16-0430 | 4 | BROWN LARUE ESTATE; BROWN JAMES JR; FERGUSON OZORA BROWN | \$ 255.57 |
| LC 16-0517 | 4 | BORTER JEREMY; BORTER MARY V; BORTER- WORLES JILL | \$ 662.89 |
| LC 16-0411 | 6 | DEOLDE WILLIAM JAMES | \$ 339.54 |
| LC 16-0447 | 6 | ROBERTSON JOANN | \$ 180.93 |
| LC 16-0449 | 6 | ASARE ENTERPRISES LLC | \$ 263.25 |
| LC 16-0454 | 6 | LYNCH MILLIE R | \$ 160.77 |
| LC 16-0511 | 6 | TYNDALL LINDA | \$ 205.29 |
| LC 16-0514 | 6 | INVESTMENT GROUP R AND A | \$ 187.55 |
| LC 16-0530 | 6 | BERACHAH ENTERPRISES LLC | \$ 372.28 |
| LC 16-0531 | 6 | BALRAM SOMAL K | \$ 463.10 |
| LC 16-0534 | 6 | HERNANDEZ PEDRO | \$ 349.31 |
| LC 16-0544 | 6 | SULLIVAN DAVID A | \$ 105.14 |
| LC 16-0545 | 6 | NAPIER DOYLE | \$ 188.48 |
| LC 16-0546 | 6 | JONES JAMIN M | \$ 229.23 |
| LC 16-0547 | 6 | RODRIGUEZ JOSE TRUSTEE | \$ 98.80 |
| LC 16-0548 | 6 | WARREN LINDA A; WARREN EDGAR | \$ 449.64 |
| LC 16-0550 | 6 | FRONTLINE OUTREACH INC | \$ 261.62 |
| LC 16-0551 | 6 | NELSON LINDA L | \$ 361.27 |
| LC 16-0552 | 6 | ZAHN LEWIS D | \$ 721.07 |
| LC 16-0553 | 6 | ALKUBAISI ABDULLA; ALKUBAISI WANDA FELINA | \$ 192.64 |
| LC 16-0558 | 6 | MCCOY JOHNNIE B; JACKSON ADRIENNE | \$ 105.13 |
| LC 16-0580 | 6 | NEW ENGLAND INVESTMENT LLC | \$ 101.64 |
| LC 16-0594 | 6 | DANBOISE CHERYL S; COLLINS THERESA | \$ 129.48 |

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

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

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

JVW/BC:th



Interoffice Memorandum

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

SUBJECT: July 12, 2016 — Consent Item
The Grow Planned Development / Regulating Plan
(PD / RP) Adequate Public Facilities (APF) Agreement
(Related to Case # LUP-16-01-002)

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

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

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

Page Two
July 12, 2016 — Consent Item
The Grow PD / RP - APF Agreement (Related to Case # LUP-16-01-002)

Plan public hearing. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for The Grow PD (A/K/A) Lake Pickett South) by and among Banksville of Florida, Inc., Nivesa of Florida, Inc., New Ideas Incorporated, Margot H. Lopez; and Orange County. District 5

JVW/JS:rep

Attachments

This instrument prepared by and after
recording return to:

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

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

Tax Parcel I.D. No(s):

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

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

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

RECITALS:

A. Owners are the fee simple owners of certain real property located in Orange County, Florida, as more particularly described in Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by this reference (collectively, the "**PD Property**" or "**The Grow PD**").

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

| | | |
|----|-----------|----------|
| c) | Park: | |
| | Park Site | 20 acres |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Amendments. No amendment, modification, or other change to this Agreement

shall be binding upon the Parties unless in writing and formally executed in the same manner as this Agreement.

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

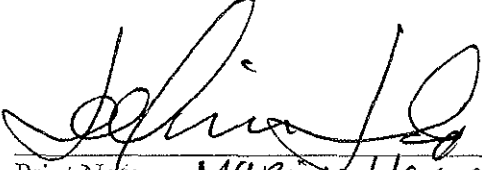

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk


Print Name: _____

WITNESSES:

"BANKSVILLE "


Print Name: MARIA Herreles

Print Name: Angel Rodriguez

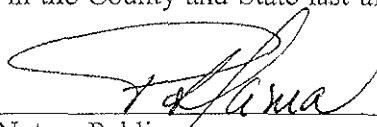
BANKSVILLE OF FLORIDA, INC.,
a Florida corporation

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

STATE OF FLORIDA
COUNTY OF Dade

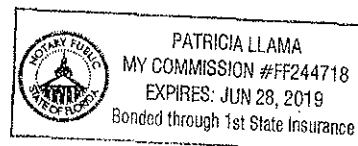
The foregoing instrument was acknowledged before me by David Martinez, the President of Banksville of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2016. He is personally known to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

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


Notary Public

Print Name: Patricia Llama

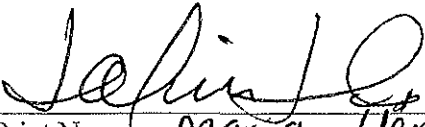
My Commission Expires: June 28, 2019




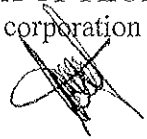
WITNESSES:

"NIVESA "

NIVESA OF FLORIDA, INC., a
Florida corporation


Print Name: Maria Herrera

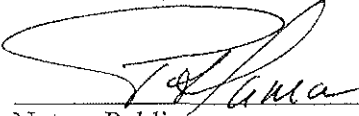

Print Name: Angel Rodriguez

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

STATE OF FLORIDA
COUNTY OF Dade

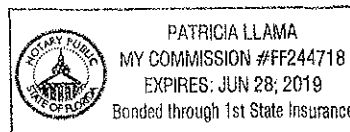
The foregoing instrument was acknowledged before me by David Martinez, the President of Nivesa of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2016. He is personally known to me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

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


Notary Public

Print Name: Patricia Llama

My Commission Expires: June 28, 2019



WITNESSES:

"NEW IDEAS"

NEW IDEAS INCORPORATED, a
Florida corporation

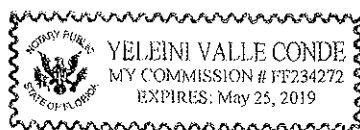
Maria Garcia
Print Name: Maria Garcia
Nicole Laboy
Print Name: Nicole Laboy

By: Margarit H. Lopez
Name: MARGARIT H LOPEZ
Title: Owner President
Date: 6-1-16

STATE OF FLORIDA
COUNTY OF MONTE

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

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



Yeleini Valle
Notary Public
Print Name: Yeleini Valle
My Commission Expires: May 25, 2019

WITNESSES:

"LOPEZ TRUST"

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

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

Date: 6-1-16

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me by Margot H. Lopez, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982, on behalf of the trust, who is known by me to be the person described herein and who executed the foregoing, this 15th day of JUNE, 2016. She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of JUNE, 2016.



Yeleini Valle Conde
Notary Public

Print Name: Yeleini Valle

My Commission Expires: May 25, 2019

JOINDER AND CONSENT OF SCHOOL BOARD

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

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

Signed, sealed and delivered in the
Presence of:

"SCHOOL BOARD"

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

Print Name: _____

By: _____
William E. Sublette, Chairman

Print Name: _____

Date: _____, 2016

Print Name: _____

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

Print Name: _____

{Corporate Seal}

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

Eileen D. Fernandez, Esq.
Associate General Counsel

JOINDER AND CONSENT OF ALIOC

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

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

WITNESSES:

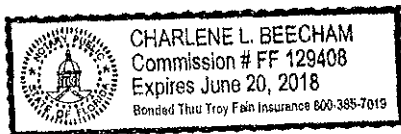
Pauline D. McNally
Print Name: Pauline D. McNally
Charlene L. Beecham
Print Name: Charlene L. Beecham

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

By: Dwight D. Sauthoff
Name: Dwight D. Sauthoff
Title: Manager
Date: May 31, 2016

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

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



Charlene L. Beecham
Notary Public
Charlene L. Beecham
Name Printed, Typed or Stamped
Certificate No. FF 129408

Exhibit "A"

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

Banksville Property:

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

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

AND

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

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

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

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

Nivesa Property:

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

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

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

New Ideas Property:

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

PARCEL 1:

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

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

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

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

TOGETHER WITH

PARCEL 2:

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

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

TOGETHER WITH

PARCEL 3:

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

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

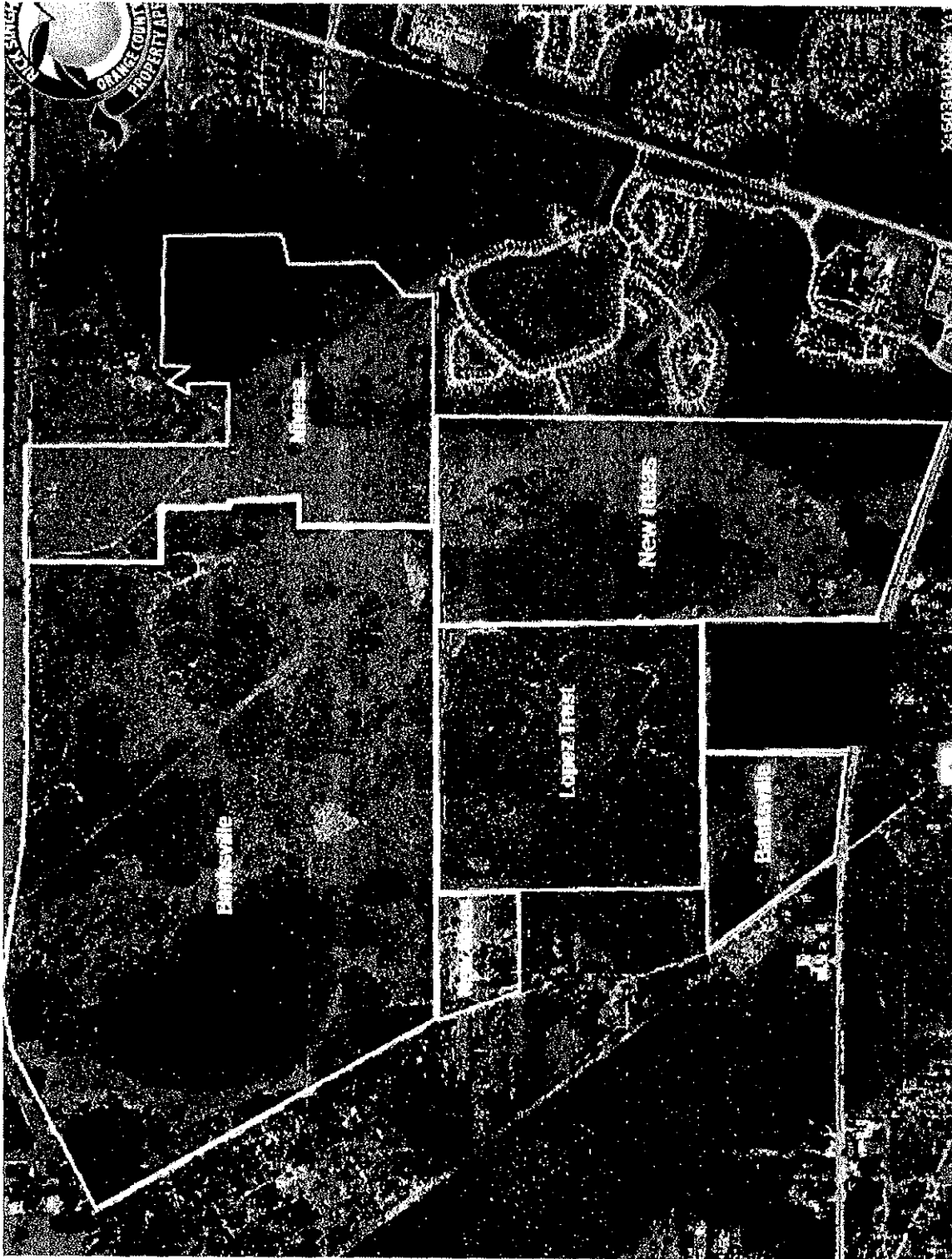
Lopez Trust Property:

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

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

Exhibit "B"
Project Area Location Map

See Attached 1 Page



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



Interoffice Memorandum

AGENDA ITEM

June 3, 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 12, 2016 – Consent Item
Environmental Protection Commission Recommendation
for a Waiver and Two Variance Requests for a Dock for
Nilkanth Kapadia

The project site is located at 8801 Charles E. Limpus Road on Pocket Lake. The Parcel ID No. is 10-24-28-0000-00-009. The subject property is located in Orange County Commission District 1.

On January 28, 2016, the Environmental Protection Division (EPD) received an Application to Construct a Dock in order to add a walkway and terminal platform to an existing enclosed boathouse. It came to EPD's attention that modifications had been done to the boathouse. These modifications included an increase to the roof height. The modification to the roof height causes the existing boathouse to lose its "grandfathered" status and the entire structure will need to meet current code. The applicant submitted an Application for Variance to Section 15-342(g) (enclosed dock).

Finally, the shoreline length requires a 25 foot setback. The applicant proposes a 7.1 foot side setback along the southern property line and a 9.9' side setback along the northern property line. Therefore, an Application for Waiver to Section 15-343(b) (side setback) was submitted.

Enclosed Dock and Roof Height Variances

Section 15-342(g) states "enclosed docks are prohibited." Section 15-342(e) states, "The maximum roof height shall be no higher than twelve (12) feet above the floor elevation." The enclosed portion of the dock has a roof height of 13.47 feet.

Page Two

July 12, 2016 – Consent Item

Environmental Protection Commission Recommendation for a Waiver and Two
Variance Requests for a Dock for Nilkanth Kapadia

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

To address Section 15-350(a)(1)(1), the applicant has stated that "the enclosed boathouse is existing, but there is no dock or deck extending out into the lake. The owner wants to add a small sitting area. The existing boathouse is partially over land and is only 1.47' over the allowable height limit, when measured from grade. It does not constitute a view obstruction or cause any negative environmental impact."

To address Section 15-350(a)(1)(2), the applicant has stated that "the enclosed boathouse has been there for many years and does not negatively impact the adjacent property owner's view or navigability. The lots have quite an elevation change down to the water, so the additional height is of no consequence."

Side Setback Waiver

Pursuant to Section 15-343(b) states, "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 which shall be reviewed by the environmental protection division...At the point where the distance between the projected property lines is equal to or less than seventy-five (75) feet the minimum setback shall be ten feet."

The applicant proposes a 7.1 foot side setback along the southern property line and a 9.9' side setback along the northern property line. The setbacks (10') are met where the projected property lines becomes less than 75 feet and the required setback is reduced to 10 feet.

Pursuant to Section 15-350(a)(2), Waivers, "the applicant shall also describe (1) how this waiver would not negatively impact the environment, and (2) the effect of the proposed waiver on abutting shoreline owners."

To address Section 15-350(a)(2)(1), the applicant has stated that "the aquatic vegetation is consistent along the shoreline. The location of the dock in one place versus another does not alter the impact to the lake."

To address Section 15-350(a)(2)(2), the applicant has stated "the proposed structure will not adversely affect the adjacent property owner's view or navigability."

Page Three

July 12, 2016 – Consent Item

Environmental Protection Commission Recommendation for a Waiver and Two
Variance Requests for a Dock for Nilkanth Kapadia

Notification and Objection Letter

Pursuant to Section 15-347(a), notices of the variance requests for the enclosed dock and roof height 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.

On April 30, 2016, EPD received a written objection from the adjacent neighbor to the north, Ms. Margaret Taylor (8836 Darlene Drive).

The recommendation of the Environmental Protection Officer is to approve the requests for variance and waiver to Orange County Code. To address the concerns about navigation raised by Ms. Taylor, EPD requested the Applicant's contractor stake the limits of the terminal end of the proposed platform, and requested that the Orange County Sheriff's Office (OSCO) visit the site to determine if the proposed new terminal platform will create a navigational hazard. On May 14, 2016, the OSCO made a determination that the proposed platform is not a navigational hazard.

Based upon the evidence and testimony presented at the May 25, 2016 public hearing, the Environmental Protection Commission made a recommendation to approve the request for variances to Orange County Code, Chapter 15, Article IX, Section 15-342(e) (roof height) and Section 15-342(g) (enclosed dock); and approve the waiver to Section 15-343(b) (side setback) for the Kapadia Dock Construction Permit BD-16-01-009.

ACTION REQUESTED: Acceptance of the Recommendation of the Environmental Protection Commission to approve the request for variances to Orange County Code, Chapter 15, Article IX, Section 15-342(e) (roof height) and Section 15-342(g) (enclosed dock); and approve the waiver to Section 15-343(b) (side setback) for the Kapadia Dock Construction Permit BD-16-01-009. District 1

JVW/LC: mg

Attachments

Boat Dock Waiver and Variance Requests



Boat Dock Waiver and Variance Requests

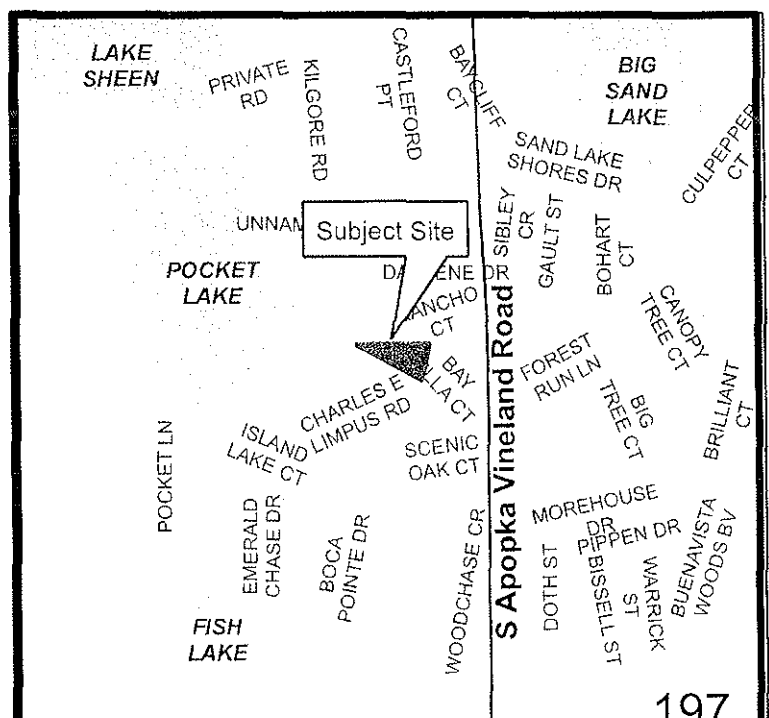
District #1

Applicant: Nilkanth Kapadia

Parcel IDs: 10-24-28-0000-00-009

Project Site

Property Location



From: Beth Taylor
To: Root, Jason
Subject: Lake Pocket Kapadia: BD-16-01-009
Date: Saturday, April 30, 2016 7:47:58 PM

Dear Jason Root,

I would like to object to approving the 50 foot and 16 foot hexagon deck at the end because this is a cove and would be a navigational hazard. People have been killed by decks as extensive as this.

The walkway along the shoreline is enough. The existing boathouse should be brought to code in order to add the shoreline deck. That would be 897.3 sq feet for both.

The other 506 sq feet extending out into the cove should not be allowed. You should examine this closely and turn Variance down. If approved the total square footage would be 1403.3 square feet. It will hamper others from getting to their docks.

Could you email me when the hearing on this please.

Other than neighbors on each side, others should be notified as well. This will have a serious impact on Pocket Lake.

Margaret G. Taylor



ENVIRONMENTAL
PROTECTION
COMMISSION

David Ward
Chairman

Jonathan Huels
Vice Chairman

Sally Atwell

Alex Preisser

Glenn Dunkelberger

Mark Corbett

Mark Ausley

ENVIRONMENTAL PROTECTION DIVISION

Lori Cunniff, CEP, CHMM, Deputy Director

Community, Environmental and Development Services Department

3165 McCrory Place, Suite 200

Orlando, FL 32803-3727

407-836-1400 • Fax 407-836-1499

www.ocfl.net

ORANGE COUNTY
ENVIRONMENTAL PROTECTION COMMISSION

Recommendation regarding a request for approval of variances to Orange County Code, Chapter 15, Article IX, Section 15-342(e) (roof height) and Section 15-342(g) (enclosed dock), and a waiver to Section 15-343(b) (side setback) for Dock Construction Permit BD-16-01-009; Nilkanth Kapadia, 8801 Charles E. Limpus Road, Pocket Lake.

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

REQUEST: Nilkanth Kapadia (the "Applicant") is requesting approval of variances to Orange County Code, Chapter 15, Article IX, Section 15-342(e) (roof height) and Section 15-342(g) (enclosed dock), and a waiver to Section 15-343(b) (side setback).

BACKGROUND: On January 28, 2016, the Environmental Protection Division (EPD) received an Application to Construct a Dock in order to add a walkway and terminal platform to an existing enclosed boathouse. At that time the applicant also submitted an Application for Variance to Section 15-342(g) (enclosed dock) and an Application for Waiver to Section 15-343(b) (side setback). EPD reviewed the application and site plans and discovered that the roof height of the "grandfathered" boathouse structure was 13.47 feet and would also require a variance. On March 31, 2016, EPD received a revised Application for Variance for roof height. The modification to the roof height causes the existing boathouse to lose its "grandfathered" status and the entire structure will need to meet current code.

Enclosed Dock and Roof Height Variances

Section 15-342(g) states "enclosed docks are prohibited." Section 15-342(e) states, "The maximum roof height shall be no higher than twelve (12) feet above the floor elevation." The enclosed portion of the dock with the roof height of 13.47 feet already exists on the property and no changes are being proposed to the size or location. The newly constructed walkway and terminal platform will not be enclosed or have a roof.

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

To address Section 15-350(a)(1)(1), the applicant has stated that "the enclosed boathouse is existing, but there is no dock or deck extending out into the lake. The owner wants to add a small sitting area. The existing boathouse is partially over land and is only 1.47' over the allowable height limit, when measured from grade. It does not constitute a view obstruction or cause any negative environmental impact."

To address Section 15-350(a)(1)(2), the applicant has stated that "the enclosed boathouse has been there for many years and does not negatively impact the adjacent property owner's view or navigability. The lots have quite an elevation change down to the water, so the additional height is of no consequence."

Side Setback Waiver

Pursuant to Section 15-343(b) states, "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 which shall be reviewed by the environmental protection division...At the point where the distance between the projected property lines is equal to or less than seventy-five (75) feet the minimum setback shall be ten feet."

Due to the irregular lot shape the dock must meet a 25 foot setback near the shoreline; however, as the dock extends into the lake the distance between the projected property lines becomes less than 75 feet and the required setback is reduced to 10 feet. Since portions of the dock near the shoreline are less than the required 25 feet to each adjacent property a waiver is required to reduce the setback.

Pursuant to Section 15-350(a)(2), Waivers, "the applicant shall also describe (1) how this waiver would not negatively impact the environment, and (2) the effect of the proposed waiver on abutting shoreline owners."

To address Section 15-350(a)(2)(1), the applicant has stated that "the aquatic vegetation is consistent along the shoreline. The location of the dock in one place versus another does not alter the impact to the lake."

To address Section 15-350(a)(2)(2), the applicant has stated "the proposed structure will not adversely affect the adjacent property owner's view or navigability."

Notification and Objection Letter

Pursuant to Section 15-347(a), notices of the variance requests for the enclosed dock and roof height 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.

On April 30, 2016 EPD received a written objection from the adjacent neighbor to the north, Ms. Margaret Taylor (8836 Darlene Drive).

The recommendation of the Environmental Protection Officer is to approve the requests for variance and waiver to Orange County Code. To address the concerns about navigation raised by Ms. Taylor, EPD requested the Applicant's contractor stake the limits of the terminal end of the proposed platform, and requested that the Orange County Sheriff's Office (OSCO) visit the site to determine if the proposed new terminal platform will create a navigational hazard. On May 14, 2016, the OSCO made a determination that the proposed platform is not a navigational hazard.

RECOMMENDATION: Approval. Based upon the evidence and testimony presented at the May 25, 2016 public hearing, the Environmental Protection Commission made a recommendation to approve the request for variances to Orange County Code, Chapter 15, Article IX, Section 15-342(e) (roof height) and Section 15-342(g) (enclosed dock); and approve the waiver to Section 15-343(b) (side setback) for the Kapadia Dock Construction Permit BD-16-01-009.

Signature of EPC Chairman: _____

David R. Ward

DATE EPC RECOMMENDATION RENDERED: _____

May 25, 2016

NW CORNER, S. 1/2 OF NW 1/4 OF NW 1/4
OF SECTION 10-24-28

FND 1/2" IR
NO #

NORTH LINE, S. 1/2
NW 1/4, NW 1/4
SECTION 10-24-28

N00°00'00"E
12.8' DESC

POCKET
LAKE

10' MIN
APPROXIMATE
EDGE OF WATER

16'
NORMAL HIGH WATER
ELEVATION=98.48

N66°30'39"W 171.44' DESC

25'
MIN

CBW
41.5'
BOAT HOUSE
41.5'
FFE = 101.80
HEIGHT = 115.27
SURVEY LINE FOR CLOSURE ONLY
N14°56'11"W 104.12' MEAS

NOT PLATTED

APPROXIMATE
EDGE OF WATER

20.8'± TO
NHWS

FND 1/2" IR
LB #7615

KAPADIA SITE PLAN

8801 CHARLES E. LIMBUS RD.
ORLANDO, FL 32816

WEST LINE, SECTION 10-24-28

N 1" = 30'

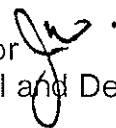


Interoffice Memorandum

AGENDA ITEM

June 20, 2016

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

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

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

SUBJECT: July 12, 2016 - Consent Item
Request for Rescission of the Grand Palisades
Development of Regional Impact (DRI)

The Grand Palisades Development of Regional Impact (DRI) was originally approved on March 23, 2010, and contains 210.98 acres. The project is generally located west of C.R. 545 / Avalon Road, east of the Orange / Lake County line, and within the U.S. 192 Growth Center. The existing DRI development program consists of 4,831 resort units and 60,000 square feet of ancillary retail/services/office uses.

Pursuant to Section 380.06(29), Florida Statutes, areas within the Urban Service Area of Orange County, Florida are recognized as a Dense Urban Land Area ("DULA"). Comprehensive Plan Policy FLU1.1.1 states that urban uses shall be concentrated within the Urban Service Area and other specified areas, including Growth Centers, further within the definition of a DULA. Section 380.115, Florida Statutes, states that a DRI located within a DULA may be rescinded upon demonstrating that all required mitigation related to the amount of development that existed on the date of rescission has been completed.

Per the attached "Request for Rescission" of the Grand Palisades DRI, the applicant indicated that all required mitigation related to the amount of existing development has been completed, and that no unmitigated development exists. The applicant also submitted a Change Determination Request (CDR) to amend the Lake Austin Planned Development / Land Use Plan (PD/LUP) by incorporating conditions from the existing DRI Development Order (DO) as notes on the plan, revising the development entitlements to be consistent with the DO, and amending other aspects of the PD/LUP.

Page Two

July 12, 2016 – Consent Item

Request for Rescission of the Grand Palisades Development of Regional Impact (DRI)

On April 27, 2016, the Orange County Development Review Committee (DRC) recommended approval of the "Request for Rescission" of the Grand Palisades DRI and the related PD substantial change.

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

ACTION REQUESTED: Adoption and execution of Order Approving Rescission of Grand Palisades Resort Development of Regional Impact Corrected Development Order. District 1

JVW/JS/OH:rep

Attachment

**ORDER APPROVING RESCISSION OF
GRAND PALISADES RESORT DEVELOPMENT OF REGIONAL IMPACT
CORRECTED DEVELOPMENT ORDER**

THIS ORDER APPROVING RESCISSION OF GRAND PALISADES RESORT DEVELOPMENT OF REGIONAL IMPACT CORRECTED DEVELOPMENT ORDER is issued by Orange County, a Charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, FL 32802-1393

Factual Background

1. Orange County (the "County") adopted that certain Grand Palisades Resort Development of Regional Impact Corrected Development Order for the Grand Palisades Resort DRI (the "Grand Palisades Resort Development Order") on March 23, 2010, which is recorded at Official Records Book 10027, Page 1330, in the Public Records of Orange County, Florida, and which governs the legal description attached hereto as Exhibit 1 (the "DRI Lands").

2. GPPH is the owner of that certain real property located in Orange County, Florida, described in Exhibit 2 attached hereto which comprises a portion of the DRI Lands, commonly known as the Grand Palisades Resort Development of Regional Impact (the "Grand Palisades Resort DRI"), which is more particularly described in the Grand Palisades Resort Development Order (as hereinafter defined).

3. CXA-10 is the owner of that certain real property located in Orange County, Florida, described in Exhibit 3 attached hereto (the "CXA-10 Property") which comprises the remaining portion of the Grand Palisades Resort DRI.

4. Pursuant to Section 380.115, Florida Statutes, if a development which has received a Development Order is located within a Dense Urban Land Area ("DULA"), as defined under Section 380.06(29), Florida Statutes, and, therefore, is exempt from further DRI review, then "[i]f requested by the developer or landowner, the development-of-regional-impact development order *shall be* rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s. 380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies." (Emphasis added).

5. A Request for Rescission of the Grand Palisades Resort Development Order (the "Request") dated January 22, 2016, was submitted to the County on behalf of GPPH and CXA-10, which provided documentation that all required mitigation has been completed for 989 condo/timeshare units within the Grand Palisades Resort DRI. A copy of the Request is attached hereto as Exhibit 4

6. Based on the information presented herein, the County hereby rescinds the Grand Palisades Resort DRI Development Order and acknowledges that the terms "Grand Palisades

Resort Development of Regional Impact” or “Grand Palisades Resort DRI” as used in any applicable approval, agreement, development order, document or permit shall mean and refer to the Grand Palisades Resort Property as described in that certain Lake Austin PD Amended Land Use Plan that has been adopted on the same date as this Order Approving Rescission of the Grand Palisades Resort DRI Development Order.

COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print name: _____

Exhibit 1

DRI Legal Description

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°08'54" EAST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°36'22" WEST, ALONG THE NORTH LINE OF A 60.00 FOOT ROAD RIGHT OF WAY, A DISTANCE OF 1446.46 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 31; THENCE RUN NORTH 00°01'44" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1285.27 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°09'02" EAST, A DISTANCE OF 1322.10 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST; THENCE RUN NORTH 89°29'58" EAST, A DISTANCE OF 1458.50 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 1,323.81 FEET TO THE NORTH 1/4 CORNER OF AFORESAID SECTION 31; THENCE RUN NORTH 89°27'56" EAST, A DISTANCE OF 789.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AVALON ROAD, SAID POINT BEING 55.00 FEET WESTERLY OF THE CENTERLINE OF SAID AVALON ROAD; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 297.95 FEET; THENCE RUN SOUTH 37°22'00" WEST, A DISTANCE OF 35.36 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 74.00 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 52°38'00" EAST, A DISTANCE OF 35.36 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 491.92 FEET TO A POINT OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1090.92 FEET, A CHORD BEARING OF SOUTH 00°29'51" WEST, AND A CHORD DISTANCE OF 312.48 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°28'05", A DISTANCE OF 313.56 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET, THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF

42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1371.59 FEET; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 188.69 ACRES, MORE OR LESS.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING 21.29 ACRES, MORE OR LESS.

TOGETGHER WITH:

THAT CERTAIN 60 FOOT RIGHT OF WAY, LYING BETWEEN THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING 1.00 ACRES, MORE OR LESS.

GROSS AREA CONTAINING 210.98 ACRES TOTAL, MORE OR LESS

Exhibit 2

GPPH Legal Description

(PARCEL C-1)

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 159.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 308.57 FEET TO THE POINT BEGINNING, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 139°54'58", A CHORD BEARING OF NORTH AND A CHORD DISTANCE OF 206.68 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 268.62 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE 13.80 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 45.41 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 124.79 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 106.54 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 303.12 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 322.74 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 188.09 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,445.83 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING.

(PARCEL C-2)

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 380.61 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 69°38'26", A CHORD BEARING OF SOUTH 35°08'15" WEST AND A CHORD DISTANCE OF 125.62 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.70 FEET ; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE 13.80 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,445.83 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 403.79 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,887.47 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 636.40 FEET TO THE POINT OF BEGINNING.

(PARCEL C-3): LEGAL DESCRIPTION:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 2,037.66 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,919.79 FEET, A CENTRAL ANGLE OF 03°58'22", A CHORD BEARING OF SOUTH 05°35'50" EAST, AND A CHORD DISTANCE OF 202.41 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.45 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 174.65 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 106.54 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 124.79 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 45.41 FEET; THENCE RUN SOUTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 70°16'31", A CHORD BEARING OF SOUTH 34°49'14" EAST AND A CHORD DISTANCE OF 126.62 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.92 FEET ; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 380.61 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING.

(PARCEL "B")

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 694.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,887.47 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 298.67 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 322.06 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,090.92 FEET, CENTRAL ANGLE OF 14°19'58", CHORD BEARING OF SOUTH 01°33'56" WEST AND A CHORD DISTANCE OF 272.19 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 272.90 FEET ; THENCE RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34"

WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 24.75 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1,346.84 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 543.57 FEET TO THE POINT OF BEGINNING.

(PARCEL "D")

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'18" EAST, A DISTANCE OF 713.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1,329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 712.61 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,329.21 FEET TO THE POINT OF BEGINNING.

Exhibit 3

CXA-10 Legal Description

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST. TOGETHER WITH ALL GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN ROADWAY EASEMENT IN OFFICIAL RECORDS BOOK 782, PAGE 119 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LYING WEST OF COUNTY ROAD #75; AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 WEST OF HIGHWAY OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ALL, IN ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH RANGE 27 EAST, LESS THE SOUTH 30 FEET FOR ROAD.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30 FEET FOR ROAD.

Exhibit 4

Request for Rescission

**REQUEST FOR RESCISSION OF
GRAND PALISADES RESORT DEVELOPMENT OF REGIONAL IMPACT
CORRECTED DEVELOPMENT ORDER**

THIS REQUEST FOR RESCISSION OF GRAND PALISADES RESORT DEVELOPMENT OF REGIONAL IMPACT CORRECTED DEVELOPMENT ORDER (this "Request") is submitted on behalf of Grande Palisades Property Holdings, LLC, a Delaware limited liability company ("GPPH"), whose address is 40 Danbury Road, Wilton, CT 06897 by and through its undersigned attorney, Miranda F. Fitzgerald, c/o Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive, Orlando, Florida 32801 and CXA-10 Corporation, a Texas corporation, whose address is 6000 Legacy Drive, Plano, TX 75024 ("CXA-10").

Factual Background

1. Orange County (the "County") adopted that certain Grand Palisades Resort Development of Regional Impact Corrected Development Order for the Grand Palisades Resort DRI (the "Development Order") on March 23, 2010, which is recorded at Official Records Book 10027, Page 1330, in the Public Records of Orange County, Florida, and includes the legal description attached hereto as Exhibit "A."
2. GPPH is the owner of that certain real property located in Orange County, Florida, described in Exhibit "B" attached hereto (the "GPPH Property") which comprises a portion of the property commonly known as the Grand Palisades Resort Development of Regional Impact (the "Grand Palisades Resort DRI").
3. CXA-10 is the owner of that certain real property located in Orange County, Florida, described in Exhibit "C" attached hereto (the "CXA-10 Property") which also comprises a portion of the Grand Palisades Resort DRI.
4. The GPPH Property and the CXA-10 Property are collectively referred to herein as the "DRI Property."
5. The Development Order specifies the required mitigation for only certain portions of the DRI Property. The GPPH Property described in Exhibit "B" was fully permitted for construction, and construction had commenced prior to issuance of the DRI Development Order. As such, many of the mitigation measures addressed in the Development Order are not applicable to the development that has occurred to date on the GPPH Property. The CXA-10 Property described in Exhibit "C" is undeveloped at this time, and no mitigation measures have been undertaken for that Property as yet.

6. Pursuant to Section 380.115, Florida Statutes, if a development which has received a DRI development order is located within a Dense Urban Land Area ("DULA"), as defined under Section 380.06(29), Florida Statutes, and, therefore, is exempt from further DRI review, then "[i]f requested by the developer or landowner, the development-of-regional-impact development order *shall be* rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s. 380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies." (Emphasis added).

7. The Grand Palisades Resort DRI is located within the West 192 Growth Center which has been designated as a DULA pursuant to Section 380.06(29), Florida Statutes.

8. The Developer under the Development Order, or GPPH as successor in interest to the Developer, either has completed or will complete prior to the date of rescission any applicable mitigation as set forth in the Development Order for the existing 890 condo/timeshare units that have been constructed on the GPPH Property.

9. An additional 99 unit condominium project was constructed, and Orange County issued a Certificate of Occupancy for this project, on 2/29/08, prior to submittal of the Grand Palisades Resort Application for Development Approval -- Development of Regional Impact ("DRI Application"). As such, none of the requirements included in the Development Order is applicable to this 99 unit condominium project.

10. Since the developed portions of the DRI are exempt from many of the DRI conditions and since any applicable mitigation requirements under the Development Order either have been or will be performed for the amount of development that exists in the Grand Palisades Resort DRI, GPPH and CXA-10 hereby request that the County rescind the Grand Palisades Resort DRI.

Request for Rescission

1. **Factual Background Incorporated.** The facts set forth in the Factual Background above are true and correct and are hereby incorporated into this Request by this reference.

2. **Grand Palisades Resort Mitigation.** The Development Order contains certain Conditions of Approval which set forth the mitigation requirements that must be satisfied as development of the Project progresses. Included as Exhibit "D" is a list of Conditions of Approval that contain mitigation requirements and the status of each, including documentation of the required mitigation completed for development of the 890 condo/timeshare units that are subject to certain Conditions of the Development Order.

3. **Grand Palisades Resort DRI Rescission.** Based on the information presented herein, GPPH and CXA-10 hereby request rescission of the Grand Palisades Resort Development Order.

4. Proposed Order Approving DRI Rescission. Included separately is a proposed Order Approving Rescission of Grand Palisades Resort DRI Development Order that the County may wish to use once it has confirmed that all of the required mitigation for the amount of existing development has been performed.

DATED: 1/22, 2016

Respectfully submitted,



Miranda F. Fitzgerald, Esq.

Lowndes, Drosdick Doster, Kantor &
Reed, P.A.

215 N. Eola Drive, Orlando, FL 32801
(407) 843-4600

As Attorney for:

Grande Palisades Property Holdings, LLC, a
Delaware limited liability company

Exhibit "A"

DRI Legal Description

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°08'54" EAST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°36'22" WEST, ALONG THE NORTH LINE OF A 60.00 FOOT ROAD RIGHT OF WAY, A DISTANCE OF 1446.46 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 31; THENCE RUN NORTH 00°01'44" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1285.27 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°09'02" EAST, A DISTANCE OF 1322.10 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST; THENCE RUN NORTH 89°29'58" EAST, A DISTANCE OF 1458.50 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 1,323.81 FEET TO THE NORTH 1/4 CORNER OF AFORESAID SECTION 31; THENCE RUN NORTH 89°27'56" EAST, A DISTANCE OF 789.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AVALON ROAD, SAID POINT BEING 55.00 FEET WESTERLY OF THE CENTERLINE OF SAID AVALON ROAD; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 297.95 FEET; THENCE RUN SOUTH 37°22'00" WEST, A DISTANCE OF 35.36 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 74.00 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 52°38'00" EAST, A DISTANCE OF 35.36 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 491.92 FEET TO A POINT OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1090.92 FEET, A CHORD BEARING OF SOUTH 00°29'51" WEST, AND A CHORD DISTANCE OF 312.48 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°28'05", A DISTANCE OF 313.56 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET, THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52"

WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1371.59 FEET; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 188.69 ACRES, MORE OR LESS.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING 21.29 ACRES, MORE OR LESS.

TOGETHER WITH:

THAT CERTAIN 60 FOOT RIGHT OF WAY, LYING BETWEEN THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING 1.00 ACRES, MORE OR LESS.

GROSS AREA CONTAINING 210.98 ACRES TOTAL, MORE OR LESS

Exhibit "B"

GPPH Legal Description

(PARCEL C-1)

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 159.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 308.57 FEET TO THE POINT BEGINNING, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 139°54'58", A CHORD BEARING OF NORTH AND A CHORD DISTANCE OF 206.68 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 268.62 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE 13.80 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 45.41 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 124.79 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 106.54 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 303.12 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 322.74 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 188.09 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,445.83 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING.

(PARCEL C-2)

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 380.61 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 69°38'26", A CHORD BEARING OF SOUTH 35°08'15" WEST AND A CHORD DISTANCE OF 125.62 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.70 FEET ; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE 13.80 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,445.83 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 403.79 FEET; THENCE RUN SOUTH 89°22'16"

WEST, A DISTANCE OF 1,887.47 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 636.40 FEET TO THE POINT OF BEGINNING.

(PARCEL C-3): LEGAL DESCRIPTION:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 2,037.66 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,919.79 FEET, A CENTRAL ANGLE OF 03°58'22", A CHORD BEARING OF SOUTH 05°35'50" EAST, AND A CHORD DISTANCE OF 202.41 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.45 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 174.65 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 106.54 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 124.79 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 45.41 FEET; THENCE RUN SOUTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 70°16'31", A CHORD BEARING OF SOUTH 34°49'14" EAST AND A CHORD DISTANCE OF 126.62 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.92 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 380.61 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING.

(PARCEL "B")

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 694.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,887.47 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 298.67 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 322.06 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,090.92 FEET, CENTRAL ANGLE OF 14°19'58", CHORD BEARING OF SOUTH 01°33'56" WEST AND A CHORD DISTANCE OF 272.19 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 272.90 FEET; THENCE RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF

38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 24.75 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1,346.84 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 543.57 FEET TO THE POINT OF BEGINNING.

(PARCEL "D")

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'18" EAST, A DISTANCE OF 713.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1,329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 712.61 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,329.21 FEET TO THE POINT OF BEGINNING.

Exhibit "C"

CXA-10 Legal Description

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST. TOGETHER WITH ALL GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN ROADWAY EASEMENT IN OFFICIAL RECORDS BOOK 782, PAGE 119 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LYING WEST OF COUNTY ROAD #75; AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 WEST OF HIGHWAY OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ALL, IN ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH RANGE 27 EAST, LESS THE SOUTH 30 FEET FOR ROAD.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30 FEET FOR ROAD.

Exhibit "D"

CONDITIONS OF APPROVAL

Grand Palisades Resort DRI

Status of Compliance with Development Order Conditions

MITIGATION REQUIREMENTS AND REPOSSES

1. **DO Condition 4** – To minimize dependence on grounds irrigation and promote retention of wildlife habitat, native drought tolerant vegetation shall be utilized to the maximum extent practicable in site development. Where using native species is not practical, other drought resistant species shall be used to the greatest possible extent.

Response: The developed areas of the project comply with the requirements of this condition. A site review on 4/29/15 verified that the majority of landscape material is native drought tolerant vegetation, or other drought resistant species.

2. **DO Condition 5** – The on-site wetlands systems, upland buffers, and wildlife corridors shall be placed in a conservation easement and identified as a separate tract or tracts in accordance with the requirements of the SFWMD, the U.S. Army Corps of Engineers (ACOE) and Orange County. Developmental uses of this area shall be restricted by the Conservation Easement conveyed to the SFWMD, ACOE, FWC, Orange County, or other conservation oriented agency acceptable to the ECFRPC and DCA. Any use of this area shall be limited to those uses permitted by SFWMD, the ACOE, and Orange County and which can be constructed and maintained in such a manner that adverse impacts to wetlands and habitat protection areas are avoided... All such areas will be administered and managed by an entity identified in the applicable resource permits. Such entity shall have the power to access and lien property owner(s) within the Grand Palisades Resort property development for the purpose of ensuring adequate funding to implement the purposes set forth herein.

Response: A Deed of Conservation Easement has been granted in favor of Orange County and recorded on November 30, 2006, in Official Records Book 8327, Page 1, of the Public Records of Orange County, Florida. Two Conservation Easements have been granted in favor of the SFWMD and recorded on November 29, 2005, in Official Records Book 8324, Page 352 and on January 30, 2006, in Official Records Book 8453, Page 666, of the Public Records of Orange County, Florida. The recordation of these conservation easements preceded submittal of the DRI Application. The Vegetative Associations and Wetland Identification Map that was included in the DRI Application as Map F is attached hereto as Exhibit D-1. It shows that the site on which the improvements are constructed had been cleared and mass graded prior to the date on which the DRI Application was submitted. All permits for this work had been previously obtained from Orange County and the other environmental permitting agencies.

3. **DO Condition 7** – In order to ensure that the conservation areas are maintained in perpetuity, a perpetual monitoring and maintenance plan shall be implemented in accordance with agency permits and approvals.

Response: The project has complied with the requirements of the environmental permits that were issued for the existing development. The SFWMD issued a notice of compliance on 9/28/12 for the successful completion of a 5-year monitoring and vegetation maintenance program that covers 43.27 acres of preserved onsite wetlands and 3.51 acres of onsite uplands. Perpetual qualitative monitoring and vegetation maintenance is ongoing, with the last event completed in October, 2015.

4. **DO Condition 9** – Site development standards shall promote preservation of wildlife during construction and focus on the provision of useable habitat post development. Such site development standards include but are not limited to monitoring, low voltage lighting, berms, and fencing. Post construction measures may include, but are not limited to native plantings, low voltage lighting, berms, fencing, and controlled burns.

Response: The developed areas of the project comply with the specified site development standards and include the required post construction measures. Annual monitoring and maintenance has continued through 2015, fencing has been used to separate developed areas from conservation areas, and outdoor lighting has been minimized, including no street lights along the entry road in the vicinity of the wildlife crossing.

5. **DO Condition 10** – The effects of light pollution (“sky glow”) on wildlife are a concern with Grand Palisades Resort DRI’s recreational areas adjacent and in close proximity to the conservation areas, upland buffers and wildlife corridors Alternative light systems need to be employed for avoidance and minimization of light pollution. Potential alternatives include, but are not limited to: eliminate all bare bulbs and any lighting pointing upward; utilize the latest management techniques so that continued growth and expansion leads to no increase in the impact of light pollution; use only the minimum amount of light needed for safety; shield, canter or cut lighting to ensure that light reaches only areas needing illumination; and light only high-risk stretches of roads, crossings, etc. Lights associated with the recreational and playground area located in the northwest portion of the property need to be designed to avoid light pollution affecting the adjacent conservation area by limiting the night-time usage of the facility. Alternative designs shall be consistent to direct lighting activities away from conservation areas to the maximum extent possible.

Response: The developed areas of the project are in compliance. Onsite lighting does not use any bare bulbs, uses downward lighting on all paths, roadways, and exterior of the building. The only exception is the use of up-lighting on palm trees in the courtyard of Building B. These lights are surrounded by Building B and will have minimal impact on conservation areas. There are no street lights along the entry road or in proximity to the wildlife crossing along the entry road. The northwest recreational and playground area has not been constructed.

6. **DO Condition 12** – Except as otherwise allowable by this DRI DO or by permits obtained by the Developer from the FWC or the U.S. Fish and Wildlife Service (FWS), site development-related activities shall not result in the harming, pursuit or harassment of plant or animal species classified as Endangered, Threatened or a Species of Special Concern by either the state or federal government in contravention of applicable state or federal laws.

Response: The project is in compliance. The permits / approvals listed below were issued for the existing development. Copies of these documents are attached hereto as Composite Exhibit D-2. No development impacts have occurred outside of Phase 1:

Gopher tortoise Permit ORA-190 dated 3/03/05;

Gopher tortoise Permit Modification to ORA-190 dated 3/28/05;

USFWS Biological Opinion for Sand skinks 04-1824 dated 12/01/04;

Modification of USFWS Biological Opinion for Sand skinks 04-1824 dated 06/30/05.

7. **DO Condition 13** – Additional surveys for listed species utilizing methodologies approved by the FWC and FWS must be conducted prior to development permitting and final project approvals. Results from the surveys shall be submitted to FWC, FWS, and Orange County for use in planning and approval of the Development Plan and included in annual and biennial reports. All necessary permits shall be obtained from the FWC and/or the FWS prior to construction activities for these areas.

Response: The required surveys were conducted and submitted prior to construction in the developed areas of the project, and all necessary permits were obtained prior to construction.

8. **DO Condition 14** – An eastern indigo snake protection/education plan shall be developed for the construction and operation of the development.

Response: The existing development relied on the US Fish and Wildlife Service's Standard Protection Measures for the Eastern Indigo Snake (rev. July 12, 1999).

9. **DO Condition 15** – Prior to construction activities, updated upland and wetland systematic surveys for protected species will be conducted.

Response: The required surveys were conducted prior to construction of the developed portion of the project.

10. **DO Condition 17** – The Property provides suitable habitat for eleven (11) protected species (federal and/or state) found on the site, at least eighteen (18) protective species that have a high likelihood of occurring on site, and at least nine (9) protected species have a low to moderate likelihood of occurrence. As a result, the proposed project will result in impacts to occupied sand skink and bluetail mole skink habitat (approximately 21.10 acres or as determined by regulatory agencies), gopher tortoise, and listed plant species habitat. Impacts to protected species and their habitats are proposed to be offset through the offsite preservation of similar habitats that is contiguous with publicly managed and owned lands associated with the Lake Wales Ridge State Forest. All impacts to listed species habitat are subject to review and approval by the FWC and FWS. Because of the rare habitat status of the lands being impacted, the ECFRPC recommends that the protected species mitigation plan proposed to the regulatory agencies shall entail the following options, in order of priority, unless prohibited by the FWS, FWC, or Orange County:

- a. Primary consideration shall be onsite mitigation by preserving and maintaining sand skink habitat. In order to minimize and mitigate for protected species impacts due to the Grand Palisades Resort development, onsite upland preservation of the habitats that contain the most listed species as determined by Orange County is recommended along with a management and maintenance plan (Habitat Management Plan). . . . Alternative consideration shall be offsite mitigation within the Lake Wales Ridge.

Response: The developed portion of the Grand Palisades project complied with the FWS recommendation and provided offsite mitigation for sand skinks and for gopher tortoises. See list of permits / approvals in Response to Condition 6 above.

11. **DO Condition 18** – For impacts to the onsite protected/listed plant species, a plant rescue program shall be implemented prior to development to relocate listed plant species to offsite protected lands. Surveys to locate and relocate plants will be accompanied by a qualified professional designated by the Developer.

Response: The developed portion of the Grand Palisades project was permitted and under construction prior to submittal of the DRI Application. This Condition only applies to currently undeveloped portions of the project.

12. **DO Condition 19** – To provide additional foraging habitat for wading birds, the proposed stormwater ponds shall be constructed and maintained with vegetative littoral zones.

Response: The stormwater ponds in the developed portion of the project include vegetative littoral zones.

13. **DO Condition 21**- Rare upland scrub habitat preservation including, but not limited to, the Lake Wales Ridge needs protection to assure diversity of resources. Prior to approval of any Development Plan or Preliminary Subdivision Plan, the Developer shall designate as open space areas designed to preserve upland habitat, especially those areas identified as rare (e.g. xeric oak).

Response: This Condition is not applicable to the developed portion of the project which was permitted and under construction prior to submittal of the DRI Application.

14. **DO Condition 23** – Wetlands 4 through 9 and Wetlands 11 and 12 (approximately 45.91 acres or as determined by regulatory agencies) shall be preserved in order to maintain and enhance current and future wildlife populations and provide wildlife corridors. The wildlife corridors shall be designed to provide on- and off-site connectivity to natural systems located to the north, west and south of the property.

Response: Wetlands 4 through 9, 11 and 12 are all located outside of the developed portion of the project.

15. **DO Condition 24** – The wildlife corridors identified on the Master Development Plan (Map H) [Exhibit D-3 to this Request for Rescission] shall be placed into a conservation easement to ensure perpetual preservation, management, and maintenance as part of a habitat management plan developed in cooperation with the reviewing agencies. These corridors shall also include an average 50-foot, minimum 25-foot, upland buffer adjacent to the wetlands. The

property in the southeastern portion of the DRI located north of the County Road, as shown on Map H . . . , shall be designated as recreation and open space. These upland buffers shall be planted with native plant species that will be aesthetically pleasing to the development as well as sufficient to maintain those wildlife species anticipated to utilize the corridors. Educational signage shall be incorporated into the length of the corridor to not only identify the limits and purpose of the corridor, but also to help educate the visitors of the special natural resources that are being preserved in association with the development. With the exception of the local road crossings, no artificial lighting installed in the Grand Palisades Resort DRI shall be directed toward this corridor, nor shall any artificial light source be visible from this corridor.

Response: The developed portion of the project was approved and permitted for development prior to submittal of the DRI Application. The project is in compliance with the various permit conditions.

16. **DO Condition 26** – The Developer shall provide for wildlife connectivity across or under roadways. This must include eco-passages that address movement of likely-occurring wildlife, reduced speed limits, signage illustrating the presence of wildlife, and consideration of reduced lighting. On-site linkage must be integrated with the regional transportation network, and planned under the assumption that the future redesign of existing (on-site) roads will allow wildlife movement.

Response: Although this Condition is not applicable to the developed portion of the project which was permitted prior to submittal of the Development Order, the project's entry road has wildlife crossing signage and has a wildlife passage under road. The posted speed on the entry road is 30 mph.

17. **DO Condition 27** – Road and pedestrian crossings of wetlands and environmentally sensitive corridors shall be minimized to the maximum extent possible over wetlands and floodplains and be designed to allow for unimpeded passage of wildlife. The design of the roads shall be such that the pre-development hydrological conditions shall be maintained. Plans for roadway crossings shall demonstrate that adequate measures have been taken to allow movement of wildlife through the wetland corridors during seasonal high water events implementing measures committed to in the ADA and subsequent submittals. Plans for wildlife crossings shall be submitted to the permitting agencies for review and approval during the final design and permitting of the Property.

Response: Plans for roads and pedestrian crossings were submitted and approved in conjunction with the existing development. Orange County Environmental Protection Division (EPD) reviewed and approved plans for the existing wildlife crossing beneath the entry road.

18. **DO Condition 28** – During the permitting of the Property, wetland impacts from the development shall be avoided and minimized to the greatest extent practicable. Unavoidable impacts associated directly with the project shall be no greater than 1.09 acre and shall be mitigated on-site through preservation and enhancements including, but not limited to:

- a. Preservation of wetlands and upland buffers in a conservation easement;

b. Removal of nuisance and/or exotic vegetation within wetland and upland buffer areas; and

c. Resloping and planting with native plant material within eroded wetland and water body edges and shorelines.

Response: This Condition is not applicable to the developed portion of the project which was permitted and under construction prior to submittal of the DRI Application.

19. **DO Condition 29** – In order to protect surface water quality and quantity and to provide habitat for semi-aquatic or water-dependent terrestrial wildlife, upland buffers shall be an average of 50 feet in width and a minimum of 25 feet. Native vegetation within these buffers shall be maintained landward of the state jurisdictional wetland line for all preserved wetlands. Signs shall be placed adjacent to all conservation areas and labeled as “Protected Conservation Area.”

Response: This Condition is not applicable to the existing development within the project which was permitted and under construction prior to submittal of the DRI Application.

20. **DO Condition 30** – Wetlands and their associated upland buffers and transition zones shall be placed under conservation easement and/or deed restriction. The conservation easements may be conveyed in conjunction with the state permitting, but in no instance shall be delayed until after construction begins for each parcel permitted.

Response: As noted in the Response to DO Condition 5 above, conservation easements were executed and recorded prior to the commencement of the existing development within the project.

21. **DO Condition 32** – The existing conservation easement over the Phase I wetlands and the Master Development Plan (Map H) [Exhibit D-3 to this Request for Rescission] will only allow for dock access in three (3) locations along the western shore of Lake Austin. Proposed docks and access to them will require approval and permits from the appropriate agencies prior to construction. Such docks and associated access shall be designed to minimize adverse impacts to wetlands and upland buffer areas in accordance with federal, state and local government policies. To prevent the degradation of habitat underneath the structures, docks must be of sufficient height to allow sunlight to reach the vegetation under the boardwalk and dock and must not hinder the passage of wildlife or the flow of water within the preserved wetlands.

Response: To date, no application has been submitted to permitting agencies requesting docks on Lake Austin.

22. **DO Condition 33** – A Conservation Area Impact permit pursuant to Chapter 15 of the Orange County Code shall be obtained from Orange County if impacts occur within any conservation areas defined by Orange County Code.

Response: The existing development was permitted by Orange County and under construction prior to submittal of the DRI Application, so this condition applies only to the currently undeveloped portions of the project.

23. **DO Condition 34** – The conservation and preservation plan for the site shall provide at a minimum the following:

- a. Preservation of at least 45.91 acres of wetlands and 19.61 acres of surface water systems that occur within the boundaries of the Property;
- b. Preservation and enhancement of approximately 11.94 acres of upland buffers surrounding preserved wetland communities; (This is exclusive of any sand skink habitat that the Developer proposes to impact, unless Orange County requires preservation of such sand skink habitat.)
- c. Preservation of uplands for parks/open space/mitigation; and
- d. Preservation and enhancement of all wildlife corridors.

Response: The existing development was permitted and under construction prior to submittal of the DRI Application, so this condition applies only to the currently undeveloped portions of the project.

24. **DO Condition 35** – In order to protect wetlands during construction the following specifications shall be incorporated into future construction plans and specifications:

- a. All onsite conservation area (i.e. preserved wetlands and upland buffers) should be clearly marked prior to initiation of construction. These markers should remain for the duration of the project.
- b. Temporary erosion and sediment control measures shall be provided at the landward side of the buffer areas. These temporary measures should be maintained until the disturbed areas are fully stabilized and the permanent stormwater management facilities are completed and operational. Specifics of the sediment and erosion control measures shall be detailed in the Storm Water Pollution Prevention Plan (SWPPP) at time of construction level permitting.
- c. During construction, all sediment and erosion control measures shall comply with National Pollutant Discharge Elimination System (NPDES) guidelines.

Response: This Condition is not applicable to the developed portion of the project. The conditions included in the permits issued prior to the construction are applicable and were complied with.

25. **DO Condition 37** – The Developer (or owner and successors and assigns as may be applicable) or its assigns shall establish and implement an inspection and maintenance program for the Grand Palisades Resort DRI's surface water management system to assure proper operation of all components at their permitted design specifications, to include schedules for the performance of:

- a. Stormwater facility operating inspections on a regular basis;
- b. Routine maintenance activities (e.g., mowing, trash removal, etc.);

c. Periodic removal of accumulated silts and other materials;

d. Ongoing educational programs for maintenance staff personnel shall be conducted regarding the correct usage of and application rates for fertilizers and chemical (e.g., herbicides, pesticides) on common landscaped areas, the removal of noxious weeds and retention of desirable aquatic vegetation, and correct procedures for other maintenance/landscaping-related activities that have the potential for adversely affecting water quality conditions on or off the project site. Any chemical storage areas shall be located away from protected natural systems and all runoff from such areas contained at the source or treated to the appropriate water management district's standards.

Response: The project is in compliance with all applicable conditions of ERP # 48-01437-P regarding inspection and maintenance of the stormwater management system that serves the developed portion of the project.

26. **DO Condition 38** – Prior to earth work or construction that disturbs one or more acres of land, the Developer shall provide a copy of the completed FDEP NPDES Notice of Intent (NOI) for stormwater discharge from construction activities to the OCEPD. The original NPDES NOI form for stormwater runoff from construction activities shall be submitted directly to FDEP. A copy of the NPDES NOI, the issued NPDES permit, and the Stormwater Pollution Prevention Plan (SWPPP) shall be kept on site and available for inspection at any time.

Response: Required submittals were made and copies of the required documents were kept onsite during construction. There is no current earthwork in the developed areas of the project. Any new earthwork will be conducted in accordance with permit conditions.

27. **DO Condition 39** – Artificial ponds designed to have open water of more than five acres surface area shall be considered a natural system and shall be constructed with slopes no steeper than a 4:1 horizontal to vertical ratio to a depth of 5 feet and planted in, or allowed to be colonized by, native emergent and submergent vegetation. Mowing to water line shall be prohibited.

Response: There are no ponds within the developed portion of the project that are more than five acres in surface area.

28. **DO Condition 40** – The Developer shall demonstrate to the satisfaction of Orange County and the appropriate Water Management District that the entity(ies) that is proposed to assume responsibility for the project surface water management system will have defined duties and responsibilities regarding the operation and maintenance of the surface water management system. These responsibilities shall include sufficient legal authority and power to establish the mandatory collection of fees or assessments, or both, from all property owners or users for financing the operation, replacement and maintenance of all components of the project's surface water management system.

Response: The Developer is currently maintaining the project's surface water management system. This Condition will become applicable when assignment of the permit to an operation and management entity is proposed.

DO Condition 42 – A Waterwise landscaping approach shall be used throughout the development that includes at least 75% of the landscaped vegetation in drought-tolerant or native vegetation varieties. Landscaped area is defined as any pervious area within the proposed development that will be altered due to the development, exclusive of pervious area within wetlands, wetland buffers, vegetative buffers between land uses, stormwater systems and required preservation areas. Native or drought-resistant plants include those in the SFWMD Waterwise Florida Landscapes, available at

http://www.sfwmd.gov/newsr/plant_guide/plant_guide.html; The Florida Native Plant Society's list of native landscape plants, available at http://fnps.org/pages/plants/landscape_plans.php; Gardener's Guide to Florida's Native Plants (Osorio 2001); or other comparable guidelines. No St. Augustine grass shall be installed.

Response: Although this Condition is not applicable to the developed portion of the project, native and drought-resistant plants have been predominantly used in the landscaped areas. There is no statutory or County Code basis for prohibiting the planting of St. Augustine grass in this project. There is a small area of St. Augustine grass between Building B and the existing pool area. All other areas of landscaping utilize bahia grass (*Paspalum notatum*).

29. **DO Condition 43** – The Developer shall follow best management practices for landscape installation, irrigation, and fertilizer and pesticide application, specifically addressing:

- a. Appropriate types of fertilizer to avoid the release of excess nutrients,
- b. Rate and frequency of application,
- c. Appropriate watering schedules,
- d. Preferred plant materials,
- e. Landscape design that minimizes the impacts of fertilizer applications, and
- f. Design and maintenance of drainage control systems.

Response: Landscape areas utilize drip irrigation, which is designed to minimize water use. Fertilizer and pesticide use complies with manufacturers' recommendations. As noted in prior Responses, native plant species have been predominantly used in the existing landscaped areas of the project.

30. **DO Condition 44** – The Grand Palisades Resort DRI shall utilize ultra-low volume water use plumbing fixtures, self-closing and/or metered water faucets, Florida-friendly (drought tolerant) landscape techniques, and other water conserving devices and/or methods. These devices and methods shall meet the criteria outlined in the water conservation plan of the public water supply permit issued to Orange County Utilities by the SFWMD.

Response: The developed portion of the project was designed, permitted and under construction at the time the DRI Application was submitted.

31. **DO Condition 45** – The entire project shall connect to the reclaimed water for irrigation when it becomes available to the site. Separate irrigation lines shall be included in the initial project construction.

Response: Dedicated reclaimed water lines were installed as part of the site construction for the existing development.

32. **DO Condition 47** – To meet the non-potable water use demands of the project, the development shall use the following sources, in order of priority, for surface irrigation of common and private areas, to include parks, commercial, institutional and residential areas, unless prohibited by the FDEP, SFWMD, or other regulatory agency:

- a. Treated wastewater made available to the property,
- b. Surface water stored on-site in surface water storage ponds,
- c. Potable water used on residential lots if no lesser quality source such as irrigation wells is available, but shall be converted to a lesser quality when it becomes available.

Response: The existing development is in compliance with the water use requirements of ERP # 48-01437-P issued by the SFWMD.

33. **DO Condition 49** – The Grand Palisades Resort DRI shall at a minimum, meet Energy Star standards for all development.

Response: This Condition is not applicable to the existing development within the project because it was fully permitted prior to issuance of the Development Order.

34. **DO Condition 50** – Construction shall be designed to meet, at a minimum, Water Star standards (Developed by the SJRWMD).

Response: This Condition is not applicable to the existing development within the project because it was fully permitted prior to issuance of the Development Order.

35. **DO Condition 51** – “Dark skies” measures shall be implemented in all new construction, provided that acceptable public safety and security are maintained.

Response: This Condition is not applicable to the existing development within the project because it was fully permitted prior to issuance of the Development Order. However, developed areas of the property utilize downward lighting or low-voltage lighting, with the exception of up-lighting of palm trees within the courtyard of Building B.

36. **DO Condition 53** – For purposes of the transportation conditions, the Grand Palisades Resort DRI shall be divided into the following vehicular traffic phases based on reaching any of the following trip thresholds or phase ending years, as follows:

| Phase | External Daily Trips | Cumulative External Daily Trips | External Peak Hour Trips | Cumulative External Peak Hour Trips |
|---------|----------------------|---------------------------------|--------------------------|-------------------------------------|
| 1A 2010 | 4,266 | 4,266 | 320 | 320 |
| 1B 2014 | 3,753 | 8,019 | 224 | 544 |
| 2 2019 | 12,610 | 20,629 | 1,002 | 1,546 |

The Phase 1B and Phase 2 timeframes reflect an extension of five years and these extensions shall be addressed cumulatively with any future timeframe extensions pursuant to Chapter 380.06(19)(c), Florida Statutes.

Response: The anticipated traffic for the currently developed portion of the project will be less than the Phase 1A trip thresholds. Phase 1A trip totals in the table above were approved based on external trip generation from 999 units as shown in the analysis related to Question 21 of the DRI Application. Only 989 units have been constructed.

37. **DO Condition 54** – Phase 1 impacts will be deemed mitigated and the DRI may proceed through Phase 1B when the applicant makes a proportionate share payment to the FDOT for impacts to US 192 in the sum of \$1,115,493.00 by 6/30/10 with the remainder of \$781,040.00, adjusted to reflect the cost at the time of payment, to be paid prior to initiation of Phase 1B. The payment dates contained herein are intended to run concurrently with the phase one dates of the Grand Palisades Resort DRI and will be changed to be equal to the phase one dates in the event of a change in the phase one dates described above. Attached, as Exhibit 4 [to the DRI Development Order], is the Proportionate Share Agreement.

Response: The project's Phase 1 impacts have been mitigated pursuant to that certain Amended and Restated Proportionate Share Agreement dated May 19, 2015, and recorded in O.R. Book 10922, Page 4623, of the Public Records of Orange County, Florida. The negotiated proportionate share payment was delivered to FDOT on June 18, 2015.

38. **DO Condition 66** – In order to provide safe access and to preserve operational capacity, left and right turn deceleration lanes may be installed by the Developer at all project entrances on collector and arterial roadways as determined by Orange County taking into account pedestrian and transit considerations into the design. The Developer and Orange County shall confirm the need for and the cost of signalization at the project entrance(s) consistent with policies of the appropriate government entity and when nationally recognized warrants are met. Signal costs at project entrances are the financial responsibility of the Developer through project buildout.

Response: The two full project access points along Avalon Road/CR 545 have been provided left and right turn deceleration lanes as reviewed and approved by Orange County. The existing project entrance would not satisfy signal warrants at this time.

39. **DO Condition 67** – In the interest of safety, and to promote alternative forms of transportation, the Developer shall provide the following bicycle and pedestrian systems:

- a. The on-site bicycle systems shall be connected into any adjacent external bicycle systems existing at the time of construction.
- b. Weather protection (i.e., awnings, arcades, etc.) shall be designed into the front of non-residential structures.
- c. Appropriate signage identifying bike routes shall be installed.
- d. Bicycle support facilities (e.g., racks and/or lockers) shall be provided.
- e. Improvements to area roadways shall incorporate bicycles and pedestrian facilities. New roadways or reconstructed roadways approaching the site shall include bicycle facilities. Construction standards shall conform to latest state standards and criteria.

Response: This Condition is not applicable to the existing development within the project that was approved, permitted and under construction at the time the Development Order was issued. Future development within the project will comply with the requirements in this Condition. To date, no bike lanes exist along Avalon Road/CR 545. Sidewalks have been installed along the project side of Avalon Road and along Grande Palisades Boulevard that is the east-west County Road that borders the southern boundary of the property. To the extent that the project has been developed to date, the existing sidewalks are connected to the site and will be further integrated as the project continues to develop.

40. **DO Condition 68** – In order to provide alternative modes of transportation, shuttle service shall be provided to the nearest LYNX stop for visitors and employees upon request.

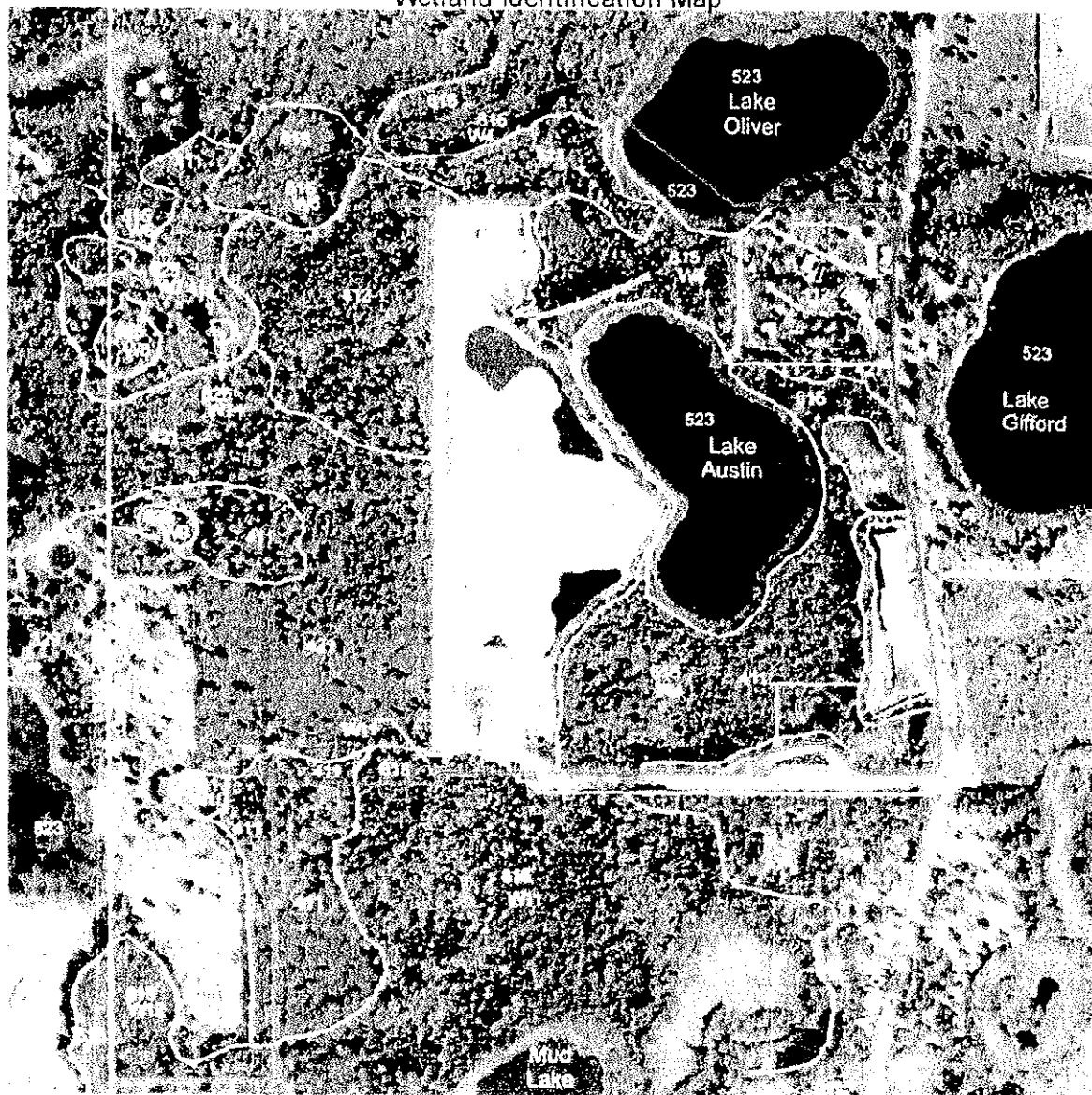
Response: It is anticipated that a shuttle service will operate at the Grands Palisades Resort when the existing building is fully open for occupancy.

41. **DO Condition 69** – In order to minimize impacts to the roadway network, parcels within the Property shall, subject to environmental constraints, be interconnected to the maximum extent feasible as determined by Orange County. The development will generally be connected to existing neighborhoods and will tie into local streets, where feasible and as deemed appropriate by the county. The Developer shall cooperate with any county supported efforts to continue roadways from or through the site with other roadway facilities that are hereafter endorsed by Orange County.

Response: The County has not required connection of the resort development to the nearby single family residential neighborhood on the east side of C.R. 545.

Exhibit D-1

Map F
Vegetative Associations and
Wetland Identification Map



DRI Boundary

Legend



Scale
0 100 200
Feet
0 100 200
Meters

N

Composite Exhibit D-2

[Permits and Approvals Included on Following Pages]

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



RODNEY BARRETO
Miami

SANDRA T. KAUPF
Palm Beach

H.A. "HERKY" HUFFMAN
Enterprise

DAVID K. MEEHAN
St. Petersburg

KATHY BARCO
Jacksonville

RICHARD A. CORBETT
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BRIAN S. YABLONSKI
Tallahassee

KENNETH D. HALLADAY, Executive Director
VICTOR J. HELLER, Assistant Executive Director

MARY ANN POOLE, DIRECTOR
OFFICE OF POLICY AND STAKEHOLDER COORDINATION
(850) 488-6661 TDD (850) 488-9642
FAX (850) 822-5879

March 3, 2005

Mr. George DuPreez
Lake Austin Properties, LP
1533 W. Smith Street
Orlando, FL 32804

Re: Gopher Tortoise Incidental Take Permit
ORA-190, Orange County

Dear Mr. DuPreez:

Enclosed is permit ORA-190 for the incidental taking of gopher tortoises, their eggs and their burrows within the development boundaries specified. The application for this permit was complete as of February 25, 2005.

Please contact Mr. Steve Lau at (772) 778-5094 or Mr. Rick McCann at (850) 488-6661, if you have any questions regarding this permit.

Sincerely,

Mary Ann Poole

Mary Ann Poole, Director
Office of Policy and Stakeholder Coordination

ma p/js
ENV 3-2/5
Enclosure
gtp permit.ltr

cc: Ms. Summer Pardo, Austin Environmental Consultants, Inc.
Orange County Planning Department
Mr. Tim Breen, Northeast Region, FWC
Major Love, Northeast Region, FWC
Mr. Steve Lau, Vero Beach, FWC
Ms. Angela Williams, DHSC, FWC

**PERMIT FOR TAKING OF GOPHER TORTOISES AND
THEIR BURROWS**

Chapter 68A-27.005(1)(a) F.A.C.

STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Issuance Date: March 3, 2005

Permittee: Lake Austin Properties, LP
Permittee Address: 1503 W. Smith Street
Orlando, Florida 32804
Attention: Mr. George DuPreez

Consultant: Ms. Summer Pardo
Consultant Address: Austin Environmental Consultants, Inc.
8 Broadway Avenue, Suite E
Kissimmee, Florida 34741

Permit Number: ORA-190

Location of Affected Site: Proposed 117.0-acre The Grand Palisades at Lake Austin Reserve site, including 38.5 acres of gopher tortoise habitat, situated west of S.R. 545, across from its intersection with Hartzog Road, within the south-central ½ of Section 30, and the north-central ½ of Section 31, Township 24S, Range 27E, Orange County (see attachments 1 and 2).

Permitted Action: The permittee or its agents are authorized to take gopher tortoises, their eggs and their burrows within its development boundaries where such taking is incidental to development activities. The criteria of Rule 68A-27.005(1)(a) F.A.C. have been satisfied and the taking, as conditioned below, will not be detrimental to the survival potential of the species.

Provisions/Conditions:

1. The permittee shall protect at least 6.2 acres of tortoise habitat located adjacent to existing South Florida Water Management District Land (SFWMD) (part of a proposed 15.68 acre land transfer) and deed this property to the SFWMD, under terms acceptable to the SFWMD. The permittee shall also provide the FWC with written assurance from the SFWMD that the land will be managed appropriately to maintain high quality tortoise habitat. To provide interim assurance that this land transfer will occur, the permittee may provide an irrevocable Letter of Credit (LOC), valid for twelve months from the date of this notice, in the amount of \$47,473.00 (\$7,657.00 X 6.2 acres) to the FWC. This LOC shall be sent to the Florida Fish and Wildlife Conservation Commission, Office of Policy and Stakeholder Coordination, 620 South Meridian Street, Tallahassee, Florida 32399-1600.
2. This permit will not go into effect until the permittee has obtained a receipt from the FWC for either the land transfer to the SFWMD or the LOC specified under condition #1. As described in the permit Notice of Rights Statement, issuance of this permit may be appealed by a concerned party within 21 days of the permittee's receipt of this notice. If a Petition for Administrative Hearing is timely filed within this prescribed time period, the permittee will be

Lace Austin Properties, LP
Gopher Tortoise Incidental Take Permit #ORA-190
Page 2
March 3, 2005

notified by the FWC. Upon such notification, the permittee shall cease all work authorized by this permit until the petition is resolved.

3. Either proof of the land transfer to the SFWMD or the LOC must be received by the FWC within 6 months from the date of this notice. If neither is received within the specified time period, this permit is subject to being voided.
4. This permit does not relieve the permittee from any other "taking" requirements by the U.S. Fish and Wildlife Service (USFWS) or the FWC as to other listed species. Specifically, this permit does not authorize any destruction of scrub jays or scrub jay habitat. Consultation with the USFWS should be sought if this species is present.
5. The permittee or its approved agents are authorized to move tortoises, at their discretion, within the property boundaries to minimize taking. This permit does not authorize the permittee or its agents to possess or move tortoises off the contiguous ownership of the permittee nor to move tortoises into areas previously authorized as a relocation site by a FWC permit. A separate relocation permit from the FWC shall be required for those activities.
6. This permit does not authorize any taking of gopher tortoises beyond that which is a direct result of development activities or the on-site movement of animals addressed in Condition #5. Any other form of taking or relocation will require a separate permit from the Executive Director.
7. Either this original permit or a complete copy, including all applicable receipts, must be clearly posted at the affected site at all times while engaged in the permitted activities.
8. This permit is transferable to subsequent owners of the property.

Notice of Rights Statement: In accordance with Rules 28-5.111 and 28-6.008, F.A.C., and Section 120.50, F.S., any party may request a hearing on this matter pursuant to Section 120.57, F.S., by filing a completed Elections of Rights form (copy attached) by certified mail, return receipt requested, with the undersigned within twenty-one (21) days of receipt of this notice. If timely requested and a hearing is granted, the hearing will be conducted under the procedures established by Section 120.57, F.S. A party will be given the opportunity to be represented by counsel or other qualified representative, to take testimony, to call and cross-examine witnesses, and to have subpoenas issued on your behalf.

Kenneth D. Haddad
Executive Director

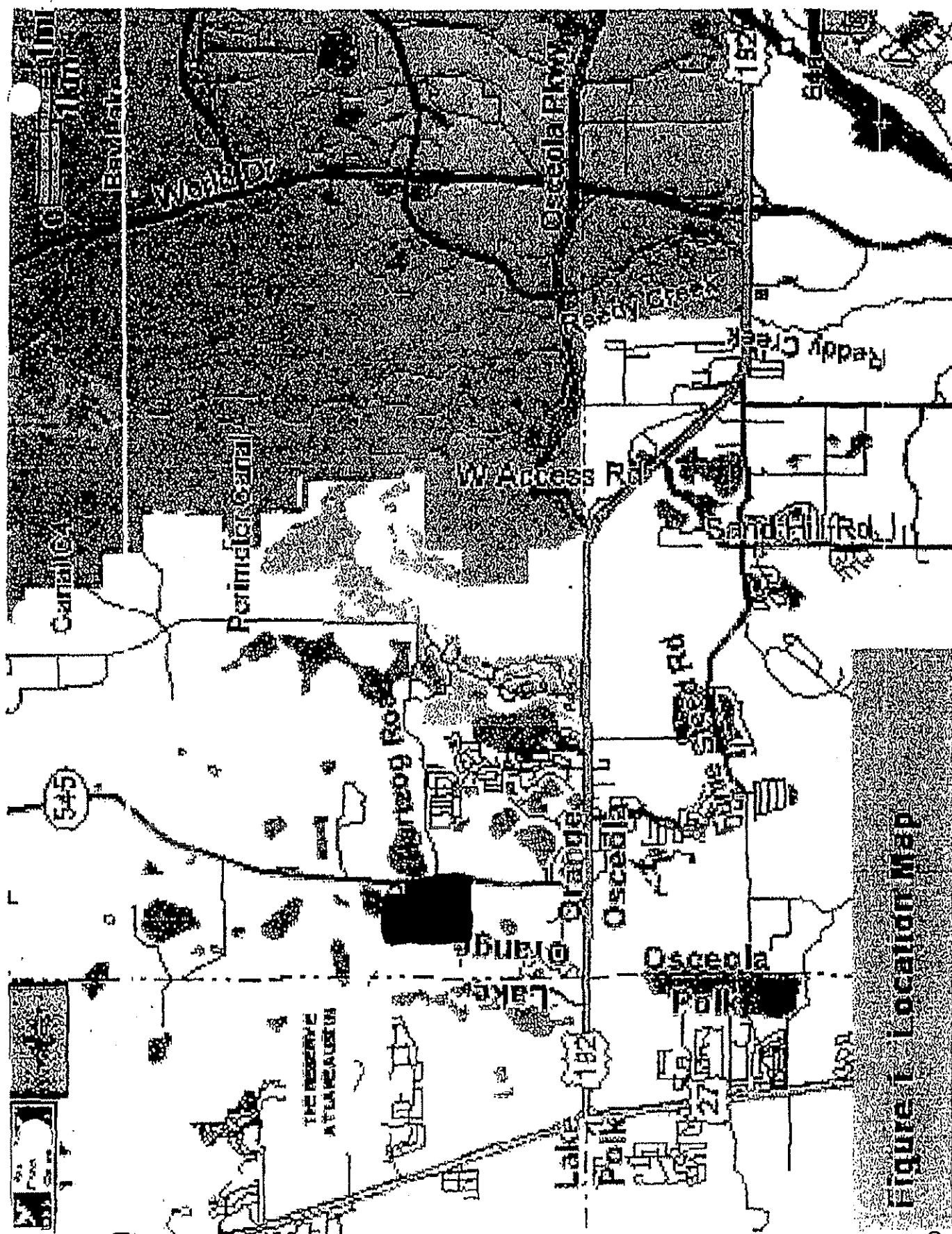
By: Mary Ann Pook

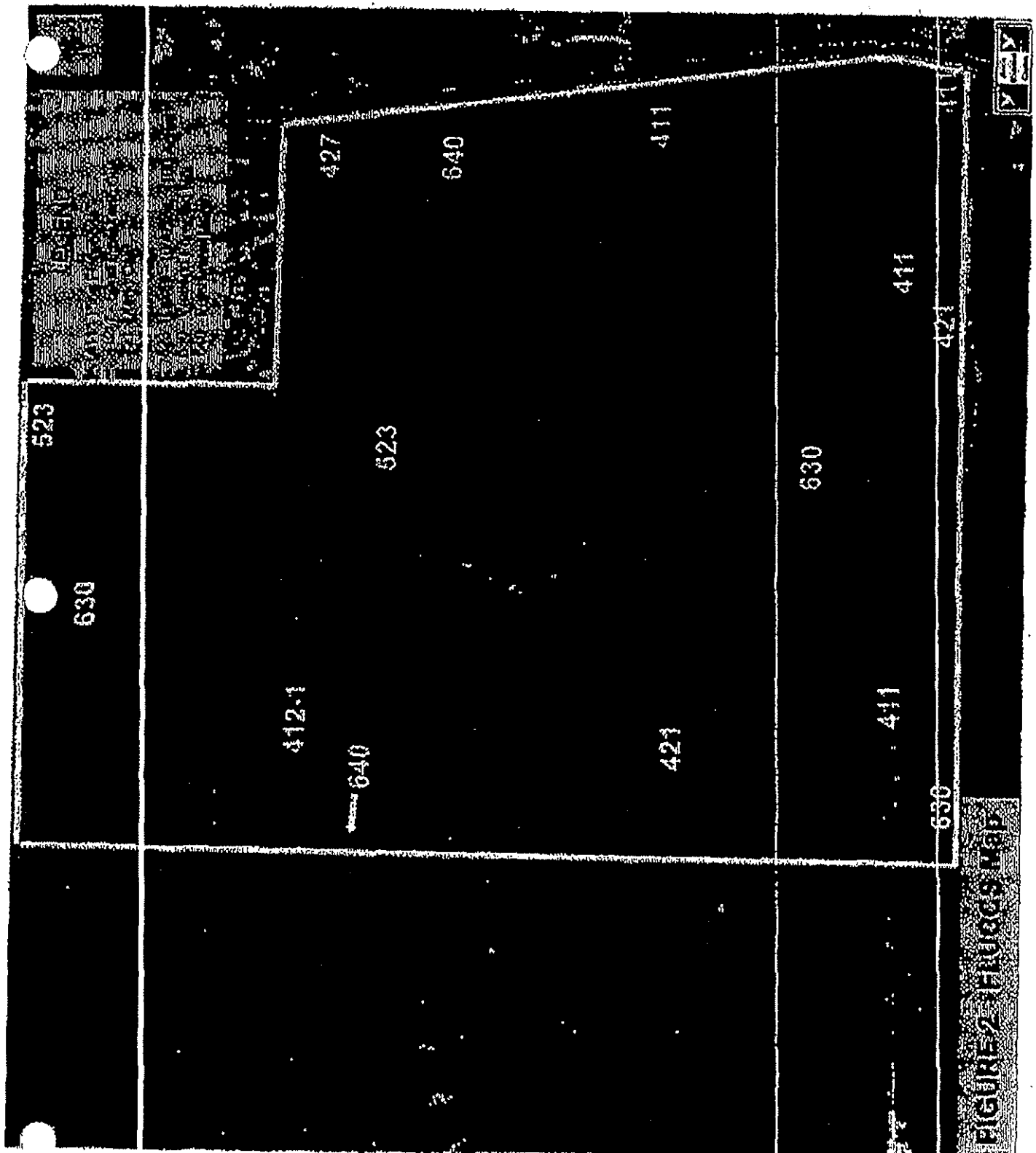
Attachments:

1. Location map
2. Project boundaries map

Lake Austin Properties, LP
Gopher Tortoise Incidental Take Permit #ORA-190
Page 3
March 3, 2005

3. Elections of Rights form
ENV 3-2/3
UAg permissions-100.doc





FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



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Tallahassee

KENNETH D. HADDAD, Executive Director
VICTOR J. HELLER, Assistant Executive Director

March 28, 2005

MARY ANN POOLE, DIRECTOR
OFFICE OF POLICY AND STAKEHOLDER COORDINATION
(850)486-6661 TDD (850)488-9542
FAX (850)922-5679

Mr. Paul Oxley
Maesbury Homes, Inc.
3050 Michigan Avenue
Kissimmee, FL 34744

COPY

RE: Modification to Gopher Tortoise Incidental
Take Permit ORA-190, Orange County

Dear Mr. Oxley:

Our office has received a request from Ms. Summer Pardo of Austin Environmental Consultants, Inc., on behalf of Maesbury Homes, Inc., for a modification to the existing ORA-190 permit. The requested permit modification would revise the method of implementing the required acreage of tortoise habitat protection, from purchasing 6.2 acres of tortoise habitat contiguous with existing South Florida Water Management District lands and conveying fee simple title to the District, to utilizing a combination of on-site conservation and a contribution to the FWC Land Acquisition Trust Fund. The on-site conservation would utilize the remaining 4.68 acre-credits within the proposed expanded 72-acre Westside DRI Warea Preserve in Osceola County, and contribute \$11,638.64 to the FWC Land Acquisition Trust Fund towards the purchase of 1.52 acres of tortoise habitat. A check for the \$11,638.64 has been received from your company to satisfy the revised monetary mitigation requirement. The balance of the Warea Preserve acre-credits have previously been utilized by your company for permits OSC-43, OSC-60, OSC-63, and OSC-96. **However, the conservation easement for the expanded Warea Preserve has not yet been received.**

The proposed permit modification is hereby approved, and conditions 1 through 3 of the original permit are replaced by the following two conditions:

1. The permittee shall contribute towards the conservation of at least 6.2 acres of tortoise habitat by:
 - a) contributing towards the acquisition of 1.52 acres of tortoise habitat by submitting \$11,638.64 (1.52 acres X \$7,657.00) to the FWC - Land Acquisition Trust Fund. A receipt for this contribution is attached to this letter of permit modification; and
 - b) utilizing the remaining 4.68 acre-credits of tortoise habitat within the proposed expanded 72-acre Westside DRI Warea Preserve.
2. This permit will not go into effect until the permittee has executed and recorded an approved conservation easement for the expanded 72-acre Westside DRI Warea

Maesbury Homes, Inc.
Modification to Gopher Tortoise Incidental Take Permit ORA-190
March 28, 2005
Page 2

Preserve, and received a receipt from the FWC acknowledging that either the original recorded easement or a certified as recorded copy has been received.

3. The permittee shall have the obligation to manage and maintain the protected 72-acre Warea Preserve, including at least 66.44 acres of tortoise habitat, in accordance with the previously approved Westside Project Habitat Management Plan.

Please keep this letter of permit modification with the original permit. All other conditions of the original permit remain in effect. If you have any questions regarding this correspondence, please call either Steve Lau at (772)778-5094 or Mr. Rick McCann at (850)488-6661.

Sincerely,



Mary Ann Poole, Director
Office of Policy and Stakeholder Coordination

map/rdm
BNV 3-2/5
gtora-190.mod
Attachment

cc: Ms. Summer Pardo, Austin Environmental Consultants, Inc.
Orange County Planning Department
Mr. Tim Breen, FWC, Northeast Region
Mr. Steve Lau, FWC-DHSC, Vero Beach
Ms. Angela Williams, FWC, Division of Wildlife

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



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MARY ANN POOLE, DIRECTOR
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(850) 488-6681 TDD (850) 488-9542
FAX (850) 622-5676

GOPHER TORTOISE TAKE PERMIT RECEIPT Chapter 68A-27.005(1)(a), F.A.C.

PERMIT NUMBER: ORA-190
PERMITTEE: Maesbury Homes, Inc.
AMOUNT: \$11,638.64
DATE: March 28, 2005

**THIS RECEIPT ACKNOWLEDGES THAT THE MONETARY
CONSIDERATION SPECIFIED IN THE ABOVE-REFERENCED
PERMIT HAS BEEN MET.**

JAN STEARNS
(Staff Assistant)

OR

Traci Wallace

TRACI WALLACE
(Administrative Assistant)

cc: Steve Lau



United States Department of the Interior

FISH AND WILDLIFE SERVICE

5620 Southpoint Drive, South
Suite 310
Jacksonville, Florida 32216-0012

IN REPLY REFER TO:

FWS/R4/ES-JAFL04-1824

November 30, 2004

COPY

DEC 01 2004

Mr. Stephen Brooker
U.S. Army Corps of Engineers
Merritt Island Regulatory Office
Merritt Island, Florida 32953

Log No.: 04-1824
Application No.: 2004-979(TSB)
Applicant: Grande Palisades at Lake Austin Preserve
County: Orange

Dear Mr. Brooker:

This document is the Fish and Wildlife Service's (Service) Biological Opinion for the proposed project known as the Grande Palisades at Lake Austin Preserve in Orange County, Florida. This Biological Opinion addresses potential effects of the project on two federally listed vertebrate species, the threatened sand skink (*Neoseps reynoldsi*), and the threatened eastern indigo snake (*Drymarchon corais couperi*) in accordance with section 7 of the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

This Biological Opinion is based on information provided in the U.S. Army Corps of Engineers (Corps) Public Notice for the project; field investigations; on-site meetings; email correspondence; the applicant's consultant-Austin Environmental Consultants, and Service staff. A complete administrative record of this consultation is located at the Service's North Florida Ecological Services Office, Jacksonville, Florida.

Consultation History

On March 5, 2004, the Corps issued a Public Notice for the Grande Palisades at Lake Austin Preserve Project. The applicant proposes to construct a condominium residential facility with associated roads and surface water management system to serve the Orange County housing market.

In the Public Notice, the Corps made a determination that the proposed project may affect the sand skinks.

In June, 2004, the consultant provided a report of the survey, and concluded that about 7.5 acres of potential sand skink habitat existed within the proposed corridor. The applicant would purchase 15 acres of suitable sand skink habitat at the Lake Marion Tract, as specified in the Conceptual Mitigation Plan prepared by the South Florida Water Management District (SFWMD) for the Grand Palisades at Lake Austin Reserve.

On July 20, 2004, the Corps submitted a letter to the Service with a determination of "may affect, not likely to adversely affect" for the Eastern Indigo snake (*Drymarchon corais couperi*). Also in the July 20, 2004, letter, the Corps reiterated their determination of "may affect" for the sand skink, and requested initiation of formal section 7 consultation under the ESA.

Information required to initiate consultation was received and reviewed by the Service. On August 13, 2004, the Service concurred with the Corps determination of "may affect" for the sand skink and "may affect, not likely to adversely affect" for the Eastern indigo snake, in accordance with 50 C.F.R. § 402.14, initiated formal consultation.

On August 26, 2004, the Service performed a site visit of the Project and discussed areas of occupied habitat for the sand skink.

On September 9, 2004, the Service received an email with an attached map from Austin Environmental Consultants, Inc. depicting the areas of occupied habitat for the sand skink on the project site and areas surveyed.

On September 13, 2004, the Service telephoned Austin Environmental Consultants, Inc. and discussed the map received on September 9, 2004. Discussions included all potential habitats between occupied areas that were not surveyed and sand type. Other topics of discussion included the distinction between compensation for occupied habitat and potentially occupied habitat. The Service will consider compensation for impact to potentially occupied habitat as being equal to 80% of sand skink occupied habitat.

On November 9, 2004, the Service telephoned Austin Environmental Consultants, Inc. to discuss the changes of impacted area which included 4.8 acres of occupied habitat and 3.8 acres of potentially occupied habitat, of which 3.04 acres will be considered impacted for compensation. The applicant would purchase 15.7 acres of suitable sand skink habitat at the Lake Marion Tract adjacent to property already managed by the SFWMD. Upon purchase, the Lake Marion Tract will be deeded to the SFWMD to be preserved and managed in perpetuity under their authority. The applicant will provide a management endowment of \$11,750 to SFWMD. These activities will be conducted prior to development activities being started on-site.

BIOLOGICAL OPINION

DESCRIPTION OF PROPOSED ACTION

The proposed project is located at the intersection of Avalon Road (C.R. 545) and Hartzog Road in Sections 30 and 31, Township 24 South, Range 27 East, in Orange County, Florida. The

purpose of this project is to provide a short-term rental condominium community that will cater to non-resident tourists.

Total wetland impact for this project is 3.02 acres, 2.91 acres of this is considered waters on the United States.

The applicant has stated that to compensate for permanent impacts to 4.8 acres of occupied sand skink habitat and 3.8 acres of potentially occupied sand skink habitat, they will purchase 15.7 acres of the Avatar property at the Lake Marion Tract. The parcel on the Lake Marion Tract is a regionally significant xeric scrub habitat that is located adjacent and contiguous with xeric scrub property owned by the SFWMD and currently being used as sand skink mitigation. Upon purchase, the Lake Marion Tract will be deeded to the SFWMD to be preserved and managed in perpetuity under their authority. The applicant will provide a management endowment of \$11,750 to SFWMD. These activities will be conducted prior to development activities being started on-site.

The Lake Marion Tract was identified in the P-2000 and the Florida Forever list as a parcel to be acquired due to its unique ecological composition. Upon purchase (purchase will occur within 60 days of receiving all construction authorizations), the Lake Marion Tract will be deeded to the SFWMD to be preserved and managed in perpetuity under their authority. Details of the restoration and enhancement plan for the tract are found in the Lake Marion Creek Management Area Five-Year Conceptual Land Management Plan (1999-2003).

The Corps determined that the project may affect, not likely to adversely affect, the eastern indigo snake. The Corps stated in the public notice that the following protection measures will be conditions of the permit:

- (1) An eastern indigo snake protection/education plan will be developed by the applicant for all construction personnel to follow. The plan will be provided to the Service for review and approval at least 30 days prior to any clearing activities. The education materials for the plan may consist of a combination of posters, videos, pamphlets, and lectures (e.g., an observer trained to identify eastern indigo snakes could use the protection/education plan to instruct construction personnel before and clearing activities occur). Informational signs should be posted throughout the construction site and contain the following:
 - a. a description of the eastern indigo snake, its habits, and protection under Federal law;
 - b. instructions not to injure, harm, harass or kill this species;
 - c. directions to cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site on its own before resuming activities; and
 - d. telephone numbers of pertinent agencies to be contacted if a dead eastern indigo snake is found. The dead specimen should be thoroughly soaked in water, and then frozen.
- (2) Only an individual who has been authorized either by a section 10(a)(1)(A) permit issued by the Service, or authorized by the FWC for such activities, is permitted to come into contact with or relocate an eastern indigo snake;

- (3) If necessary, eastern indigo snakes will be held in captivity only long enough to transport them to the release site; at no time will 2 snakes be kept in the same container during transportation; and
- (4) An eastern indigo snake monitoring report must be submitted to the Jacksonville Ecological Services Office within 60 days of clearing completion. The report should be submitted when any eastern indigo snakes are observed or relocated. The report should contain the following information:
 - a. results of the gopher tortoise burrow and field surveys;
 - b. any sightings of eastern indigo snakes;
 - c. summaries of any relocation activities for the Project (e.g., locations of where and when they were found and relocated); and
 - d. other obligations required by the FWC, as stipulated in their permit.

Based on our review of this project, we concur with the Corps' determination of may affect, not likely to adversely affect. No snakes have been observed within the footprint of the project

The Corps determined that the permit may affect this species. Sand skinks were found on the project site during an initial assessment for potential habitat. Pedestrian surveys were conducted for final determination of suitable habitat. Coverboard surveys were conducted beginning on April 16, 2003 and continued for four consecutive weeks, ending on May 9, 2004. The survey identified 4.8 acres of occupied habitat as well as 3.8 acres of potentially occupied habitat. Based on our review of this project, we concur with the Corps' determination of may affect the sand skink.

STATUS OF THE SPECIES

Species Description

The sand skink is a small, fossorial lizard that reaches about 5 inches in length, about half of which is tail. It is slender, shiny and usually gray to grayish-white, although it may occasionally be light tan. Hatchlings have a wide black band extending from the tip of the tail to the snout along each side. This band is reduced in adults and may only occur from the eye to the snout on some individuals (Telford 1959). The sand skink's legs are vestigial and practically nonfunctional. Other adaptations to a fossorial existence include greatly reduced eyes, lack of external ear openings, a wedge-shaped snout, and a countersunk lower jaw.

The eastern indigo snake is a large, non-venomous snake reaching lengths of up to 8.7 feet. Its common name refers to the dark, bluish-black color of the glossy, iridescent body scales on the belly and back. The throat and chin typically have lighter-colored patches ranging from pink to cream color with both the color and extent of these patches being extremely variable (Moler 1992). Its scales are large and smooth, although adult males typically show a partial anterior keel in the central 3 to 5 scale rows.

Life History

The sand skink is highly adapted for life in the sand. It spends the majority of its time below the surface where it moves through loose sand in search of food, shelter, and mates. Sand skinks feed on a variety of hard and soft-bodied arthropods that occur below the ground surface. Diel patterns of activity suggest sand skinks are active during the day, and probably feed primarily during the morning and late afternoon when their preferred body temperatures are achieved (Sutton 1996). Most of their diet consists of beetle larvae (Coleoptera) and termites (Isoptera). However, spiders (Araneae), ants (Hymenoptera), butterfly larvae (Lepidoptera), roaches (Orthoptera), and adult beetles are also eaten (Myers and Telford 1965, Smith 1977).

The eastern indigo snake may be found in all terrestrial habitats that have not been affected by high density urban development. This species exhibits lowest activity during the cold months of the year and a tendency toward highest activity in late summer and fall (Layne and Steiner 1996). The eastern indigo snake is strongly associated with the availability of thermal refugia afforded by gopher tortoise (*Gopherus polyphemus*) burrows during winter in the northern portion of its range. In the milder climates of central and southern Florida, which offer a more stable thermal environment, the availability of thermal refugia may not be as critical to the snake's survival. Layne and Steiner (1996) noted that eastern indigo snakes use gopher tortoise burrows (62 percent) more than all other refugia within the southern end of the Lake Wales Ridge. Burrows of the nine-banded armadillo (*Dasypus novemcinctus*), which is abundant in many of the same habitats as the eastern indigo snake, may also serve as important refugia for this species (Layne and Steiner 1996).

The eastern indigo snake is an active terrestrial predator, favoring the edges of wetlands, where frogs and snakes are abundant (Moler 1992). Prey includes fish, frogs, toads, snakes, lizards, small turtles, turtle eggs, juvenile gopher tortoises, small alligators, birds, and small mammals (Keegan 1944, Babis 1949, Steiner *et al.* 1983, Moler 1992). Insects appear to represent an important food source of juvenile eastern indigo snakes (Layne and Steiner 1996).

Population Dynamics

Except for a few locations where intensive research has been conducted, the Service has little information about the population of sand skinks in the regional action area. The sand skink's diminutive size and secretive habits make its study difficult. Recent studies have provided new information about the distribution of sand skinks, but little information is currently available to assess the species' status or trends.

The eastern indigo snake is entirely diurnal and both male and females occupy home ranges. Results from studies in south-central Florida indicate that male home ranges tend to overlap extensively with other males as well as females, but that females tend to occupy home ranges exclusive of other females (Layne and Steiner 1996). It is believed that males are territorial, at least during the breeding season (Moler 1992). Breeding occurs between November and April, and females deposit four to 12 eggs during May or June (Moler 1992), and young hatch in approximately 3 months. There is no information on how long eastern indigo snakes live in the

wild; in captivity, the longest an eastern indigo snake lived was 25 years, 11 months (Shaw 1959).

Status and Distribution

The sand skink is widespread in xeric habitats with sandy substrates, but appears to be most abundant in ecotonal areas, typically between high pine and scrub. It is also found in rosemary scrub, turkey oak barrens or sandy areas of the high pine community (Campbell and Christman 1982). Areas free of abundant plant roots, with open canopies, scattered shrubby vegetation, and patches of bare sand are optimal habitats (Christman 1978, 1992). Suitable habitat must also provide soil moisture conditions that provide for thermoregulation and egg incubation, as well as create conditions favorable for the sand skink's prey (Telford 1959).

Historically, the eastern indigo snake occurred throughout Florida and in the coastal plain of Georgia, Alabama and Mississippi (Halton 1931, Carr 1940, Cook 1954, Diemer and Speake 1983, Moler 1985a). Georgia and Florida currently support the remaining, endemic populations of the eastern indigo snake (Lawler 1977). Over most of its range, the eastern indigo snake frequents several habitat types, including pine flatwoods, scrubby flatwoods, high pine, dry prairie, tropical hardwood hammocks, edges of freshwater marshes, agricultural fields, coastal dunes, and human-altered habitats. Eastern indigo snakes need a mosaic of habitats to complete their annual cycle. Interspersion of tortoise-inhabited sandhills and wetlands improves habitat quality for this species (Landers and Speake 1980, Auffenberg and Franz 1982).

Analysis of the Species Likely to be Affected

The sand skink was listed as threatened in November 1987, because of habitat loss as a result of increasing urban and agricultural development; xeric habitats have declined by an estimated 85 percent since European settlement (Service 1999). Habitat loss, as well as fragmentation and degradation, affect the demography of these species and increase the likelihood of localized extirpation.

The sand skink is vulnerable because of degradation of habitat resulting from fire exclusion. The xeric habitats where the sand skink is distributed require periodic fire to maintain the ecological and biological functions and values of the xeric habitat. Urban and agricultural uses now interspersed between xeric habitats do not allow the natural periodicity or magnitude of fires that once spread across this landscape. In most instances, fire suppression is practiced to protect human health and the safety of property. Lacking fire, xeric habitats tend towards more mesic conditions, which include denser vegetative canopies and more heterogeneous vegetative structure. Under these conditions, the sand skink, which evolved in the presence of periodic fires and low structural diversity, will diminish in abundance and eventually may be extirpated.

The eastern indigo snake was listed as threatened by the Service in January 1978, because of a population decline caused by habitat loss, over-collecting for the pet trade, and mortality from gassing gopher tortoise burrows to collect rattlesnakes (43 FR 4028). At the time of listing, the primary factor contributing to the decline of the eastern indigo snake was heavy collection for

the pet trade. This activity was largely curtailed by Federal listing. Gassing of burrows is now illegal in Florida. Given the demand for rattlesnakes in the curio and leather trade, this practice probably still occurs (Moler 1992).

Because of its relatively large home range, the eastern indigo snake is especially vulnerable to habitat loss, degradation, and fragmentation (Lawler 1977, Moler 1992). Conversion of habitat as a result of residential and commercial development, and agriculture and lumbering practices, is of particular concern for this wide-ranging species. The use of pesticides on agricultural crops and within the timber industry can also pose a threat to the eastern indigo snake. Secondary exposure to rodenticides used to control black rats (*Rattus rattus*) may represent a specific concern relative to pesticide exposure (Speake 1993).

Layne and Steiner (1996) found that in south-central Florida, adult male home ranges average about 183 acres, whereas adult female home ranges average about 47 acres. The wide distribution and large territory size of the eastern indigo snake complicates the evaluation of its population status and trends. No quantitative information is currently available to evaluate population trends of the eastern indigo snake in south Florida. It is likely that continued habitat degradation and conversion may result in a population decline. However, based on studies in the south-central Florida region, Layne and Steiner (1996) believe that the eastern indigo snake does not require undisturbed wilderness and can persist in semi-developed rural areas and housing subdivisions as long as food resources and adequate cover are available.

ENVIRONMENTAL BASELINE

Action Area

The Project is located in Orange County, on the north end of the Lake Wales Ridge (LWR). The Service considered the action area to include the distribution area of the two species within the relatively isolated ecoregion known as the LWR. The action area encompasses a significant portion of the range of the eastern indigo snake and the sand skink. The eastern indigo snake and the sand skink have ranges that extend beyond the action area. Although the status assessment of this biological opinion considers only a portion of the range of those species, the Service believes that many of the same factors that affect the status of these two species throughout their ranges also influence them within the action area. Therefore, the Service considers the action area to be a subset of the range of the species for the purpose of reviewing their status.

Status of the Species Within the Action Area

The sand skink and the eastern indigo snake occupy similar xeric habitats within central portions of peninsular Florida. Therefore, the following discussion applies to the two species contained within this Biological Opinion.

Xeric habitats require periodic fire to maintain their ecological and biological functions and values. Urban and agricultural uses in the regional action area now interspersed between xeric habitats do not allow the natural periodicity or magnitude of fires that once spread across this

xeric landscape. In most instances, fire suppression is practiced to protect human health and the safety of property. Lacking fire, xeric habitats tend towards more mesic conditions, which include denser vegetative canopies and more heterogeneous vegetative structure. Under these conditions, many of the species that evolved in the presence of periodic fires and low structural diversity diminish in abundance and eventually are extirpated.

Xeric habitats within central portions of peninsular Florida have declined in distribution and ecological quality over the past 100 years. Urban and agricultural development in the State has resulted in substantial losses of habitat. It is estimated that xeric habitats have declined 85 percent since European settlement (Service 1999) within the regional action area.

Sand skinks were found on the project site during an initial assessment for potential habitat. Pedestrian surveys were conducted for final determination of suitable habitat. Cover board surveys were conducted beginning on April 16, 2003 and continued for four consecutive weeks, ending on May 9, 2004. The survey identified 4.8 acres of occupied habitat as well as 3.8 acres of potentially occupied habitat.

Factors Affecting the Species' Environment within the Action Area

Urban and agricultural land uses over the past 100 years have converted xeric habitat within the regional action area to unsuitable habitat for the sand skink. Habitat loss and degradation was the primary reason for placing this species on the endangered species list and affording it protection under the ESA.

Many of the remaining xeric habitats are ecologically degraded due to fire suppression. Xeric habitats depend on periodic fire to maintain early seral stages of succession, a condition favored by many floral and faunal species endemic to xeric conditions. Within the action area, the use of fire for land and habitat management purposes has been restricted primarily to those parcels under public ownership. As a result, the majority of remaining xeric habitats within the action area have declined in ecological value because of succession to more mesic conditions.

A number of actions have taken place over the past 20 years, in the action area, that have resulted in conservation benefits to xeric habitats and the species that depend on these vegetative communities, including sand skinks. Land acquisition and management efforts recently implemented by private, local, State, and Federal agencies to conserve xeric habitats have resulted in the greatest benefit. The State of Florida has acquired xeric habitat through the Conservation and Recreation Lands, Save Our Rivers, and other P-2000 acquisition programs. Combined, these land acquisition programs have protected about 10,000 acres of xeric habitat (Florida Department of Environmental Protection 1998, South Florida Water Management District 1998). The Service has also acquired portions of several tracts (total area of about 800 acres) as a component of the Lake Wales Ridge National Wildlife Refuge. Private conservation organizations, such as The Nature Conservancy and Archbold Biological Station have bought and currently manage xeric habitats within the Lake Wales Ridge area.

EFFECTS OF THE ACTION

This section deals with analyzing the direct and indirect effects of the Project on sand skinks and its interrelated and interdependent activities. This section is sub-divided into on-site roadway effects and off-site compensation benefits.

Factors to be Considered:

On-Site Roadway Effects

The Project consists of 4.8 acres of habitat occupied by the sand skink and 3.8 acres of potentially occupied habitat. Direct impacts will include the loss of the entire area occupied and potentially occupied by sand skinks and eastern indigo snakes. The nature of the Project will be a single, disruptive event, followed by perpetual maintenance activities, such as mowing roadside rights-of-way.

The intensity and severity of habitat and populations loss is best assessed through population viability analyses. Such analytical techniques have not yet been used for the sand skink because many of the biological parameters essential for modeling are not known. Without rudimentary information on population size, mortality, fecundity, and dispersal, viability modeling cannot be effectively used. However, when evaluated from an ecological perspective, assessments can be based on basic biological principles. For example, we know that immobile species endemic to xeric uplands in central Florida exist as island populations; the high sandy ridges that support xeric vegetation are embedded in a matrix of heterogeneous habitats, some of which are unsuitable for xeric dependant species. The distances between patches of xeric habitats often create barriers for genetic exchange. Except for those plant species which have wide-ranging pollinators and species that can overcome the physical barriers of unsuitable habitats (e.g., bees, birds), these patches of habitat often contain demographically isolated populations.

From an ecological perspective, the effect of habitat loss on local populations, or the effect on the range-wide population of sand skinks, for example, must be estimated by an assessment of relative risk. For example, skinks cannot traverse hostile habitats (e.g., non-xeric habitats) and are therefore likely to be demographically isolated where habitat patches are isolated. Due to the recent effects of urbanization, sand skinks within this area are probably demographically isolated from sand skinks in other nearby patches of xeric habitat. The demographic effect of losing a small isolated population, even if it is viable, is inherently lower than the loss of a larger, and presumably more viable population.

Off-Site Compensation Area

The compensation site will be managed in perpetuity for the benefit of many species, including the eastern indigo snake and the sand skink. Management activities, such as selective clearing, planting, and prescribed burning will occur at optimal times to produce beneficial results.

The compensation site will result in a net benefit to sand skinks, indigo snakes and possibly other scrub-endemic species. Under the compensation plan, 15.7 acres of suitable sand skink habitat will be acquired by the applicant. All of this property will be preserved and turned over and managed in perpetuity by the SFWMD. The applicant will provide a management endowment

of \$11,750 to SFWMD prior to development activities being started on-site. Additionally, the location of habitat acquired will be adjacent to or near larger parcels of publicly or privately owned conservation lands. The acquisition and subsequent addition of habitat to larger parcels under protection and management will benefit both the eastern indigo snake and the sand skink by removing future threats of habitat loss due to conversion or succession and increase the effective size of protected populations. Larger population sizes typically correspond to increasing probabilities of persistence when considered in the context of population viability (Wilcove *et al.* 1986).

Analyses for Effects of the Action

The project will result in a loss of 4.8 acres of habitat occupied by the sand skink and 3.8 acres of potentially occupied habitat. The Service has considered the project's interrelated and interdependent actions on the sand skinks in this biological opinion. Interrelated actions include activities that are part of the Project and depend upon the Project for justification. Interdependent actions include activities that have no independent utility apart from the Project under consideration. These interrelated and interdependent actions include establishing, on a short-term basis, staging areas, spoil storage areas, equipment moving areas, and material stockpiling areas. These actions could result in a permanent loss of habitat by converting xeric habitat to an uninhabitable condition.

Species response to the proposed action

The response of the sand skink to the loss of habitat within the Project alignment is difficult to quantify given the lack of population information available. However, potential effects as a result of the Project may include: (1) direct mortality due to construction activities within the action area; (2) conversion of xeric habitat to a residential condominium community; (3) fragmentation of existing habitat and home ranges; (4) disruption of foraging and sheltering activities; and (5) potential reduction in reproductive success.

The effect of habitat loss on local populations of sand skinks, for example, can be estimated by an assessment of relative risk. Sand skinks cannot traverse hostile habitats (e.g., non-xeric habitats) and are, therefore, likely to be demographically isolated where habitat patches are isolated. The Project alignment represents a portion of suitable habitat, when considered from the regional perspective. Due to the recent effects of urbanization, sand skinks within the alignment are probably demographically isolated from sand skinks in other neighboring patches of xeric habitat. The demographic effect of losing a small isolated population, even if it is viable, is inherently lower than the loss of a larger, and presumably more viable population.

The xeric habitat associated with this project is historically dynamic due to fires, overgrowth, etc. Fire dependent ecosystems have a high diversity of open sand areas and scrubby vegetation which results in small, isolated populations of certain species.

The loss of habitat and mortality, injury, and destruction of individuals, which will occur due to construction of this project, represents a portion of the remaining xeric habitat and/or populations of species within the action area. The land preservation and management actions will have a long-term, beneficial effect on the sand skink. Habitat management activities in the Lake Marion Tract should increase the quantity and quality of xeric habitat available to this species.

The land preservation and management actions undertaken by the applicant should create and improve sand skink habitat within the action area. This increase will adequately off-set the loss of individuals from the area affected by construction. Currently, sand skink habitat for much of the Lake Marion Tract is suboptimal. It is likely that the existing population for these species at the compensation site will colonize the managed areas resulting in an overall increase in sand skink populations throughout the Lake Marion Tract.

While the Service is unsure of the specific contribution of sand skinks and the eastern indigo snake within the alignment to the overall viability of this species in the action area, the loss of individuals associated with the Project site is not expected to significantly reduce the likelihood of survival and recovery of this species. We base these findings on the existing level of protection afforded these species on public and private conservation lands. More specifically, sand skinks are protected on 41 parcels of public and private conservation lands (including parcels partially acquired), with eight of these sites encompassing about 8,900 acres. The protection and management of large parcels of sand skink habitat reduces risk to those populations.

The Lake Marion Tract will result in a net benefit of 15.7 acres for the sand skink. Additionally, this tract is adjacent to a larger parcel of publicly owned conservation land (Forelli South) managed by the SFWMD. The acquisition and subsequent addition of this habitat to larger parcels under protection and management will benefit this species by removing future threats of habitat loss due to conversion or ecological succession and increase the effective size of protected populations. Larger population sizes typically correspond to increasing probabilities of persistence when considered in the context of population viability (Wilcove *et al.* 1986).

The loss of habitat and individuals, and the effect this loss has on local populations, is best assessed through population viability analyses. Such analytical techniques have not yet been used for these two species because many of the biological parameters essential for modeling are not known. Without information on demographic factors such as population size, mortality, fecundity, and dispersal, viability modeling cannot be effectively used. However, when evaluated from an ecological perspective, an evaluation of the effect on the population can be based on basic biological principles. For example, we know that less-mobile species, like the sand skink, endemic to xeric uplands in central Florida exist as island populations; the high sandy ridges that support xeric vegetation are embedded in a matrix of heterogeneous habitats, some of which are unsuitable for xeric dependant species. The distances between patches of xeric habitats often create barriers for genetic exchange.

CUMULATIVE EFFECTS

Cumulative effects include the effects of future State, tribal, local, or private actions that are reasonably certain to occur in the action area considered in this biological opinion. As the action area includes several counties in a rapidly growing state, we can expect urban and industrial development throughout the action area to continue. This can be predicted from the existing zoning and county land use plans. Future Federal actions unrelated to the proposed action that may affect listed species would be subject to regulation under either section 7 or 10 of the ESA.

CONCLUSION

The Project will alter occupied and potentially occupied habitat potentially occupied by the sand skink and the eastern indigo snake. The alteration of habitat is expected to adversely affect this species through clearing and grubbing activities, ditching activities, construction traffic, noise, vibration, maintenance activities (mowing), roadway repair, and other necessary activities to ensure the proper operation of the roadway. Other adverse affects will result from interrelated and interdependent actions which include establishing, on a short-term basis, staging areas, spoil storage areas, equipment moving areas, and material stockpiling areas.

Loss of habitat will be offset through the acquisition, preservation, and management of the Lake Marion Tract. Compensation on the Lake Marion Tract (purchase, deed, restore, and enhance) removes the risk of future habitat loss and increases the amount of suitable habitat under perpetual management.

The Service has reviewed the current status of the sand skink and the eastern indigo snake, the environmental baseline, the direct and indirect, and cumulative effects of the Project within the action area. Based on this information and analysis, it is the Service's biological opinion that the Project is not likely to jeopardize the continued existence of the sand skink and the eastern indigo snake. No critical habitat has been identified for these species identified in this biological opinion, therefore none will be affected.

INCIDENTAL TAKE STATEMENT

Section 4(d) and section 9 of the ESA prohibit taking (*i.e.*, harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or attempt to engage in any such conduct) of listed species of fish or wildlife without a special exemption. Harm is further defined to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing behavioral patterns such as breeding, feeding, or sheltering. Harass is defined as actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding or sheltering. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to and not intended as part of an action is not considered a prohibited taking provided that such taking is in compliance with the terms and conditions of this incidental take statement.

The measures described below are nondiscretionary, and must be undertaken by the Corps so that they become binding conditions of any grant or permit issued to the applicant, as appropriate, for the exemption in section 7(o)(2) to apply. The Corps has a continuing duty to regulate the activity covered by this incidental take statement. If the Corps (1) fails to assume and implement the terms and conditions or (2) fails to require the applicant to adhere to the terms and conditions of the incidental take statement through enforceable terms that are added to the permit or grant document, the protective coverage of section 7(o)(2) may lapse. In order to monitor the impact of incidental take, the Corps or applicant must report the progress of the action and its impact on the species to the Service as specified in the incidental take statement [50CFR 402.14(i)(3)].

Sections 7(b) (4) and 7(o) (2) of the ESA generally do not apply to listed plant species. However, limited protection of listed plants from take is provided to the extent that the ESA

prohibits the removal and reduction to possession of federally listed endangered plants or the malicious damage of such plants on areas under Federal jurisdiction, or the destruction of endangered plants on non-Federal areas in violation of State law or regulation or in the course of any violation of a State criminal trespass law.

Amount of Take

Based on the information available, the Service anticipates that sand skinks will be incidentally taken during construction of the proposed action. The total number of sand skinks that could be taken is difficult to estimate because sand skink density varies considerably within and between suitable habitat patches. Density variability may be due to territorial requirements in various micro-habitats, density dependant mechanisms that are currently unknown or environmental influences. Based on the information available, the Service anticipates that sand skinks that may existing on the 4.8 acres of occupied habitat and 3.8 acres of potentially occupied habitat (equivalent to 3.04 acres) of occupied habitat of fragmented scrub habitat will be incidentally taken during Project implementation.

Effect of Take

Although there will be a loss of individual sand skinks, the loss is considered insignificant when compared to the regional population of these species. Impacts to sand skinks will be offset by acquisition and management in the Lake Marion Tract. Portions of xeric habitats within the tract are in later seral stages. Management of the tract should improve the quality of the xeric habitats for future sand skink habitation. The Service has determined that the level of anticipated take is not likely to result in jeopardy to the sand skink. Critical habitat has not been identified for the sand skink; therefore, none will be affected.

Reasonable and prudent measures

The Service believes the following reasonable and prudent measures are necessary and appropriate to minimize impacts of incidental take of the eastern indigo snake and the sand skink:

The applicant has stated that they will purchase 15.7 acres of scrub habitat at Lake Marion Tract. The purchase and management of this acreage will compensate for the scrub habitat impacted by the proposed project.

Terms and Conditions

In order to be exempt from the prohibitions of section 9 of the ESA, Corps must comply with the following terms and conditions, which implement the reasonable and prudent measure described above and outline required reporting and monitoring requirements. These terms and conditions are nondiscretionary.

The Service believes the following terms and conditions are necessary and appropriate to minimize incidental take of eastern indigo snakes and sand skinks:

1. The applicant shall purchase 15.7 acres of scrub habitat at the Lake Marion Tract and transfer said property to the SFWMD within 60 days along with a management endowment of \$11,750 prior to development activities being started on project site.
2. A management plan will be submitted to the Service by the SFWMD for every five years from the date of this Biological Opinion.
3. Upon locating a dead or injured sand skink, notify the Jacksonville Ecological Services Office, 6620 South Point Drive South, Suite 310, Florida 32250 (904-232-2580). Care should be taken in handling injured individuals and in the preservation of specimens in the best possible state for later analysis of cause of death or injury.

The reasonable and prudent measures, with their implementing terms and conditions, are designed to compensate for the impact of incidental take that will result from the proposed action. The Service believes that sand skinks that occupy no more than ± 4.8 acres of occupied habitat and potentially occupy 3.8 acres will be incidentally taken. If, during the course of the action, this level of incidental take is exceeded, such incidental take represents new information requiring reinitiation of consultation and review of the reasonable and prudent measures provided. The Federal agency must immediately provide an explanation of the causes of the taking and review with the Service the need for possible modification of the reasonable and prudent measures.

CONSERVATION RECOMMENDATIONS

Section 7(a)(1) of the ESA directs Federal agencies to utilize their authorities to further the purposes of the ESA by carrying out conservation programs for the benefit of endangered and threatened species. Conservation recommendations are discretionary agency activities to minimize or avoid adverse effects of a project on a listed species or critical habitat, to help implement recovery plans, or to develop information. The following recommendations are intended to improve knowledge of the biology of eastern indigo snakes and sand skinks, particularly as it relates to the effects of residential and commercial development. Such information will improve the ability to verify and improve analysis of conservation benefits and adverse effects of projects that affect indigo snakes and sand skinks.

1. The applicant is encouraged to adopt a policy prohibiting the killing of all reptiles unless physical harm to a human is imminent during Project construction. This action should prevent the unintentional harming of eastern indigo snakes and sand skinks.
2. Develop experimental techniques to reestablish sand skinks in historically occupied areas.
3. Encourage research projects on the Lake Marion Tract to document the re-colonization of appropriate habitats by the sand skink.
4. Investigate techniques to effectively survey for sand skinks.
5. Continue research to better evaluate home range size, age of dispersal, and dispersal distance of eastern indigo snakes and the sand skink.

REINITIATION - CLOSING STATEMENT

This concludes section 7 consultation on the proposed issuance of a Corps permit for the project known as the Grand Palisades at Lake Austin Reserve in Orange, Florida. As provided in 50 CFR 402.15, reinitiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been retained and if: (1) the amount of incidental take is exceeded, (2) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not considered by this consultation, (3) the action is subsequently modified in a manner that causes an effect to listed species or critical habitat that was not considered by this consultation, or (4) a federally listed species or its critical habitat not addressed in this Biological Opinion may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending reinitiation.

Thank you for your cooperation and effort in protecting fish and wildlife resources. If you have any questions regarding this project, please contact Ann Marie Msharaj at (904) 232-2580 extension 111.

Sincerely yours,



For Dave Hankla
Field Supervisor

cc: Joe Johnston-RO

LITERATURE CITED

- Campbell, H.W., and S.P. Christman. 1982. The herpetological components of Florida sandhill and sand pine scrub associations. Pages 163-171 in N. J. Scott, ed. Herpetological communities: A symposium of the Society for the Study of Amphibians and Reptiles and the Herpetologist's League, August, 1977. U. S. Fish and Wildlife Service, Wildlife Research Report No. 13.
- Christman, S.P. 1978. Threatened: sand skink, *Neoseps reynoldsi* (Stejneger). Pages 40-41 in R. W. McDiarmid, ed. Rare and endangered biota of Florida, volume 3: amphibians and reptiles. University Press of Florida; Gainesville, Florida.
- Christman, S.P. 1992. Threatened: sand skink, *Neoseps reynoldsi* (Stejneger). Pages 135-140 in P.E. Moler, ed. Rare and endangered biota of Florida. University Press of Florida; Gainesville, Florida.
- Florida Department of Environmental Protection. 1998. Conservation and Recreation Lands 1998 annual report. Tallahassee, Florida.
- Myers, C.W., and S.R. Telford, Jr. 1965. Food of *Neoseps*, the Florida sand skink. Quarterly Journal of the Florida Academy of Science. 28:190-194.
- Smith, C.R. 1977. Food resource partitioning of burrowing sand pine scrub reptiles. Herpetological Review 8(3):17.
- South Florida Water Management District. 1998. Save Our Rivers 1998 land acquisition and management plan. West Palm Beach, Florida.
- Sutton, P.E. 1996. A mark and recapture study of the Florida sand skink *Neoseps reynoldsi* and a comparison of sand skink sampling methods. Unpublished master's thesis, University of South Florida; Tampa, Florida.
- Telford, S.R., Jr. 1959. A study of the sand skink, *Neoseps reynoldsi*. Copeia 1959 (2):100-119.
- Wilcove, D.S., C.H. McLellan, and A.P. Dobson. 1986. Habitat fragmentation in the temperate zone. Pages 237-256 in M.E. Soule, ed. Conservation biology, the science of scarcity and diversity. Sinauer Associates, Inc., Sunderland, Massachusetts.



United States Department of the Interior

FISH AND WILDLIFE SERVICE

8620 Southpoint Drive, South
Suite 310
Jacksonville, Florida 32216-0912

IN REPLY REFER TO:

FWS/JAXNVL/05-1824.01

June 30, 2005

Mr. Stephen Brooker
U.S. Army Corps of Engineers
Cocoa Regulatory Office
400 High Point Drive, Suite 600
Cocoa, Florida 32926

| |
|--------------------|
| SEARCHED |
| INDEXED |
| SERIALIZED |
| FILED |
| JUN 30 2005 |
| FBI - JACKSONVILLE |

Re: Log No: 1824.01
Applicant: Grande Palisades at Lake Austin Preserve
County: Orange

Dear Mr. Brooker:

The Fish and Wildlife Service (Service) has reviewed the plans submitted on June 28, 2005, for the modification of the Biological Opinion dated November 30, 2004. The Biological Opinion dated November 30, 2004, addressed potential effects of the project on two federally listed vertebrate species, the threatened sand skink (*Neoseps reynoldsi*), and the threatened eastern indigo snake (*Dinarmichon corais couperi*) in accordance with section 7 of the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C. 1531 *et seq.*). The applicant proposes to preserve, enhance, and manage in perpetuity 15.7 acres of occupied skink habitat located offsite in order to minimize impacts to the sand skink. The following represents the amended project's Reasonable and Prudent Measures and Terms and Conditions for the sand skink as agreed on by the applicant.

Reasonable and Prudent Measure

Minimize adverse effects of habitat loss and fragmentation to sand skinks by implementing an appropriate habitat management plan for sand skinks occurring within the preserve areas located at the Sessler property.

Terms and Conditions

1. The applicant shall purchase 15.7 acres of scrub habitat within the Sessler property, along with a management endowment of \$1,535 per acre, prior to development activities being started on project site.
2. A management plan will be submitted to the Service every five years from the date of this Biological Opinion.

07/13/05

07:52

23804 232 2404

USFWS FWS JAANVL

0000

3. Upon locating a dead or injured sand skink, notify the Jacksonville Ecological Service Office, 6620 South Point Drive South, Suite 310, Florida 32250 (904-232-2580). Care should be taken in handling injured individuals and in the preservation of specimens in the best possible state for later analysis of cause of death or injury.

This concludes consultation with the Service for the Grand Palisade at Lake Austin Reserve. Thank you for your cooperation in the effort to protect the threatened sand skink and their habitat. We are available to meet with agency representatives to resolve outstanding resource issues with this project. If you have any questions, please contact Ann Marie Maharaj at (904) 232-2580 ext. 11.

Sincerely,



for David L. Hankla
Field Supervisor

**15.7 ACRE MITIGATION PARCEL
LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 33 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 33 SOUTH, RANGE 29 EAST; THENCE N89°50'10"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 1325.53 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE N03°02'05"W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 514.13 FEET TO THE POINT OF BEGINNING; THENCE S89°45'10"W A DISTANCE OF 857.90 FEET TO A POINT; THENCE N00°11'41"W A DISTANCE OF 816.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE N89°45'10"E ALONG SAID NORTH LINE A DISTANCE OF 817.40 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE S03°02'05"E ALONG SAID EAST LINE A DISTANCE OF 817.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.700 ACRES.

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND OR RIGHT-OF-WAY RECORDS.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 4, TOWNSHIP 33 SOUTH, RANGE 29 EAST, BEING N 89°50'10" E, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

PAGE 1 OF 2

WINTER PARK HOLDING CO.

Date: March 29, 2005

Project No.: W02-02

Drawn: DH Chkd.: HPV

**15.7 ACRE MITIGATION PARCEL
HIGHLANDS COUNTY, FLORIDA**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 680-8223

§

POINT OF COMMENCEMENT -
CORNER OF SECTION 4-33-29

BONNET CREEK ROAD

SECTION 9, TOWNSHIP 33 SOUTH, RANGE 29 EAST

OLD BOMBING RANGE ROAD

1583.58'

2.69'

PAGE 2 OF 2

Drawn: DH Chkd.: HPV



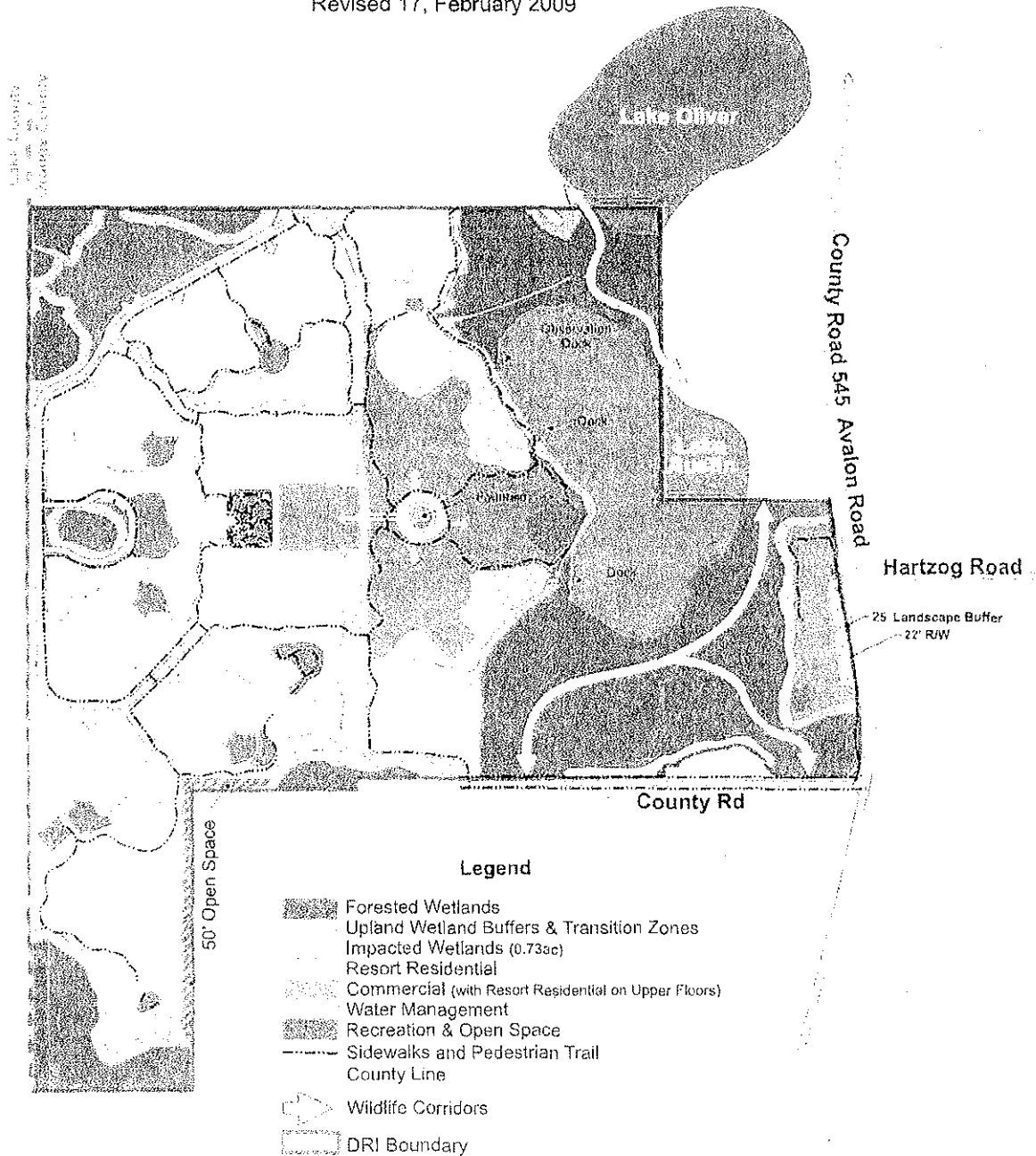
Land Surveyor Business License No. 6556

[Signature] 3-30-05
H. Paul deVetter, Professional Land Surveyor No. 4040 DATE

The Grand Palisades Resort DRI

Sections 30 and 31, Township 24 South, Range 27 East
Osceola County, Florida

Map H
Master Development Plan
Revised 20, January 2009
Revised 17, February 2009



Note:
This is a Preliminary Concept Plan only. As such it is subject to modification pending environmental and engineering considerations and agency review.

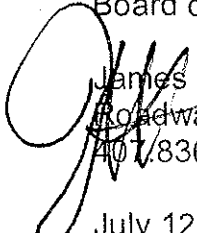


Interoffice Memorandum

AGENDA ITEM

June 20, 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 12, 2016 – Consent Item
Adequate Public Facilities Agreement
Winkey 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 Winkey 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 Wincey 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

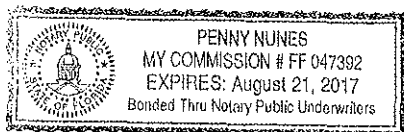
WITNESSES:

[Signature]
Print Name: Kevin Merideth
[Signature]
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' | WINCEY GROVES |
| | 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

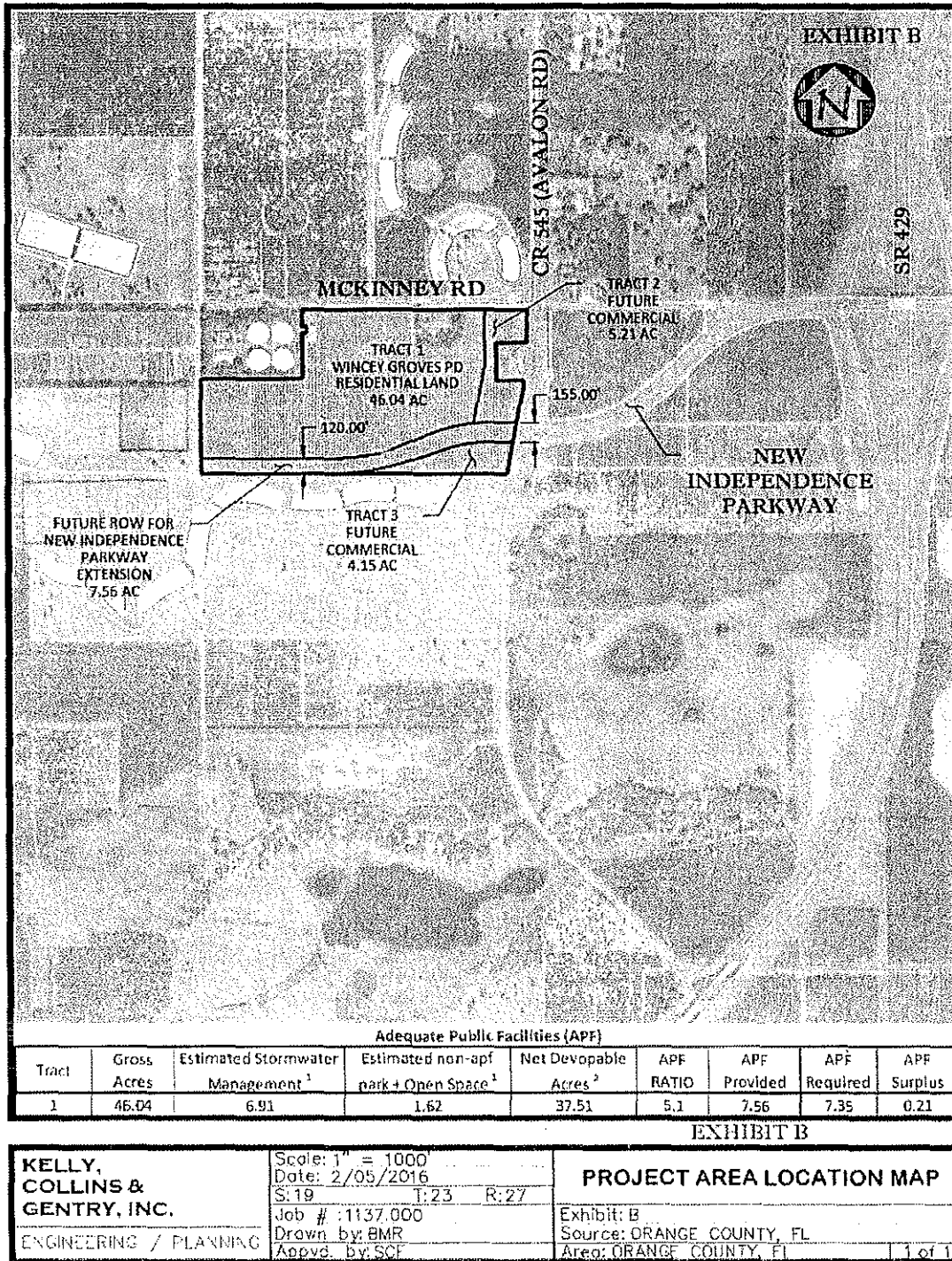


EXHIBIT "B"

ORLDOCS 14437108 4




Interoffice Memorandum

AGENDA ITEM

June 20, 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 12, 2016 – Consent Item
Road Network and Mitigation Agreement
The Grow (a/k/a Lake Pickett South)
S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road

The Roadway Agreement Committee has reviewed a Road Network and Mitigation Agreement (the "Agreement") for The Grow (a/k/a Lake Pickett South) by and among American Land Investments of Orange County, LLC; Banksville of Florida, Inc.; Nivesa of Florida, Inc.; New Ideas, Incorporated; and Margot H. Lopez, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982 (collectively "Owners") and Orange County to fund transportation improvements and provide for a road network to mitigate the traffic impacts for the development.

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

According to the RAC agreement, as approved, the Owners would initially fund the total cost (including any change orders) of FDOT Project No. 239203-7 for the widening of S.R. 50 with a minimum initial payment of \$16 million. In addition to the funding of S.R. 50, Owners agreed to contribute \$12 million (less any overages paid for the S.R. 50 widening) toward the widening of Chuluota Road from S.R. 50 to Lake Pickett Road. Such payment would be made no later than September 1, 2021. Owners would receive vested trips for completion of certain thresholds. For the first threshold, payment of the Initial Contract Amount of \$16 million or more, the Owners would receive 250 residential vested trips along with all 863 non-residential vested trips. For the second threshold of

Page Two
July 12, 2016 – Consent Item
Road Network and Mitigation Agreement
The Grow (a/k/a Lake Pickett South) S.R. 50 (FDOT Project No. 239203-7) and
Chuluota Road

50% completion of the S.R. 50 widening project as confirmed by FDOT, Owners would receive 250 residential trips. For the third threshold of completion of the S.R. 50 widening project as confirmed by FDOT, Owners would receive 671 residential vested trips. For the fourth and final threshold (to be completed on or before September 1, 2021), the payment of funds towards Chuluota Road widening, Owners would receive 893 residential trips. Building permits in Year 1 would be limited to 180 and then 200 building permits per year thereafter until final payment for threshold four has been completed at which point the restriction on building permits will be released. Owners would receive Transportation Impact Fee Credits for the amount of payments (other than any overages subject to a refund) made which may only be used within The Grow (a/k/a Lake Pickett South) development.

It is important to note that the agreement reflects the development program consistent with the Conceptual Regulating Plan transmitted by the Board in July 2015. Subsequent to Board transmittal, the Owners have proposed a reduction in the development program due to changes in developable acreage associated with the removal of a parcel, provision of a proposed County park, and provision of a proposed County utility tract. These changes are more specifically described in the final Regulating Plan recommended for approval by the County's Development Review Committee. Staff has performed an analysis of the reduction in net external trips due to the changes in the development program. Based on this analysis, the approximate 10% reduction in trips could result in a \$2.8 million reduction in the proposed mitigation plan. However, the Owners have proposed to reduce their mitigation plan by only \$2.0 million, resulting in a reduction from a \$28 million to \$26 million overall contribution.

At the adoption public hearing for final Regulating Plan, staff will be prepared to discuss the necessary changes to the Agreement based on final Board direction. Anticipated changes to the Agreement are mainly limited to *Section 2: Roadway Funding Commitments* (pages 10-12) and Exhibits "C" and "E" that define trips, trip thresholds and owners' trip allocation.

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

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July 12, 2016 – Consent Item

Road Network and Mitigation Agreement

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

ACTION REQUESTED: Approval and execution of Road Network and Mitigation Agreement (The Grow (a/k/a Lake Pickett South) S.R. 50 (FDOT Project No. 239203-7) and Chuluota Road by and among American Land Investments of Orange County, LLC; Banksville of Florida, Inc., Nivesa of Florida, Inc., New Ideas Incorporated, and Margot H. Lopez, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982 and Orange County to fund transportation improvements and provide for a road network to mitigate the traffic impacts for The GROW Development. District 5

JEH/HEGB:rep

Attachment

Prepared by and after recording return to:

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

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

ROAD NETWORK AND MITIGATION AGREEMENT

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Roadway Funding Commitments.

a) *S.R. 50.*

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

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

ii. *Anticipated Funding Sequence.*

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

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

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

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

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

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

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

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

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

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

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

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

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

c) *Use of Trips.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following pages]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

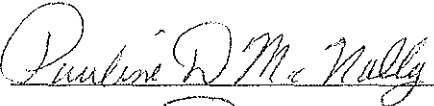
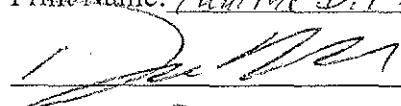
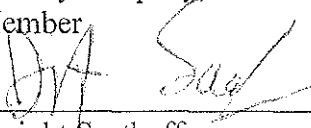
By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

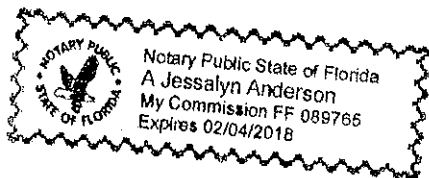
Printed Name: _____

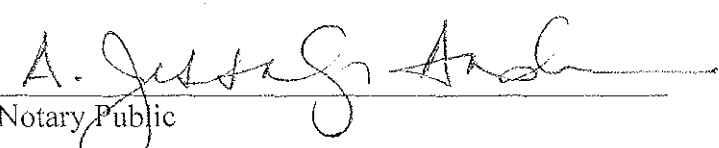
| | |
|--|---|
| <p>WITNESSES:</p>  Print Name: <u>Pauline D. Mc Nally</u>  Print Name: <u>David Moss</u> | <p>"AM LAND"</p> <p>AMERICAN LAND INVESTMENTS OF ORANGE COUNTY, LLC, a Florida limited liability company</p> By: AMERICAN LAND INVESTMENTS OF CENTRAL FLORIDA, LLC , a Florida limited liability company, Its Managing Member  By: <u>DW Saathoff</u> Name: Dwight Saathoff Title: Co-Managing Member Date: <u>May 5, 2016</u> |
|--|---|

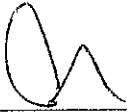
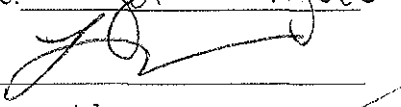

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Dwight Saathoff, Co-Manager of American Land Investments of Central Florida, LLC, the Managing Member of American Land Investments of Orange County, LLC, a Florida limited liability company, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 5th day of MAY, 2016. He is personally known to me or has produced _____ as identification and did/did not take an oath.

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



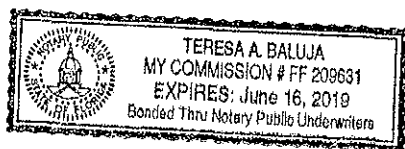

Notary Public
Print Name: A JESSALYN ANDERSON
My Commission Expires: 2/4/18

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

STATE OF FLORIDA
COUNTY OF Miami Dade

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

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



Notary Public

Print Name: Teresa Baluja

My Commission Expires: 6/16/19

| | |
|--|--|
| <p>WITNESSES:</p> <p><u>AN</u></p> <p>Print Name: <u>Angel Rodriguez</u></p> <p>Print Name: <u>Lily Gonzalez</u></p> | <p>"NIVESA "</p> <p>NIVESA OF FLORIDA, INC., a Florida Corporation</p> <p>By: <u>[Signature]</u></p> <p>Name: David Martinez Title: President</p> <p>5/10/16</p> |
|--|--|

STATE OF FLORIDA
COUNTY OF Deevis. Park

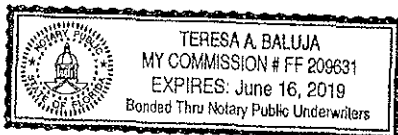
The foregoing instrument was acknowledged before me by David Martinez the President of Nivesa of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 10 day of May, 2016. He is personally known to me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

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

Notary Public

Print Name: Teresa Baluja

My Commission Expires: 6/16/19



| | |
|----------------------------------|---|
| WITNESSES: | "NEW IDEAS" |
| | NEW IDEAS INCORPORATED, a Florida corporation |
| X <u>[Signature]</u> | By: <u>Margot H Lopez</u> |
| Print Name: <u>Maria Garcia</u> | Name: Margot H. Lopez |
| X <u>[Signature]</u> | Title: President <u>5/5/16</u> |
| Print Name: <u>Nicole Labady</u> | |

STATE OF FLORIDA
COUNTY OF Monroe

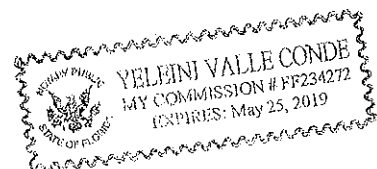
The foregoing instrument was acknowledged before me by Margot H. Lopez, as President of New Ideas Incorporated, a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 5 day of MAY, 2016. He is personally known to me or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

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

[Signature]
Notary Public

Print Name: Yelini Valle

My Commission Expires: May 25, 19



WITNESSES:

x [Signature]
Print Name: Maria Garcia
x [Signature]
Print Name: Nicole Lopez

"LOPEZ TRUST "

MARGOT H. LOPEZ, AS SUCCESSOR
TRUSTEE OF THE CHRIS-ANNA
IRREVOCABLE TRUST UNDER
TRUST AGREEMENT dated September
1, 1982

By: Margot H Lopez
Name: Margot H. Lopez
Title: Successor Trustee 5/5/16

STATE OF FLORIDA
COUNTY OF Monroe

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

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

[Signature]

Notary Public

Print Name: Yelene Valle

My Commission Expires: May 25, 19

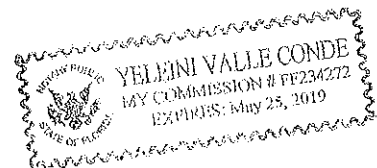


Exhibit "A"



Exhibit "B"

Property Descriptions

EXHIBIT "B"

Banksville Property:

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

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

AND

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

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

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

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

Nivesa Property:

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

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

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

New Ideas Property:

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

PARCEL 1:

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

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

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

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

TOGETHER WITH

PARCEL 2:

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

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

TOGETHER WITH

PARCEL 3:

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

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

Lopez Trust Property:

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

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

Exhibit "C"

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

1. LPS Trip Generation Rates

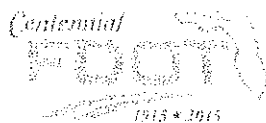
| <u>Land Use</u> | <u>Trip Generation Rate</u> |
|---------------------|-----------------------------|
| Single Family | 1.00 / d.u. |
| Townhome | 0.52 / d.u. |
| Retail / Commercial | 3.71 / 1,000 s.f. |
| Office | 1.49 / 1,000 s.f. |

2. LPS Development Program and Trips

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

Exhibit "D"
FDOT LETTER

(1 page attached)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 South Woodland Boulevard
DeLand, Florida 32720

JIM BOXOLD
SECRETARY

June 15, 2015

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

Dear Mr. Nastasi:

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

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

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

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

Sincerely,

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

FJO:n

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

EXHIBIT "E"
LAKE PICKETT SOUTH
OWNERS' TRIP ALLOCATION

1. LPS Improvements

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

2. LPS Performance Thresholds

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

3. LPS Trip Generation Rates

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

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

4. LPS Development Program and Trips

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

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

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

EXHIBIT "F"

Confirmation Letter - Form

LPS Esrow Agent

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

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

Executed by:

ORANGE COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

EXHIBIT "G"

Assignment of Transportation Impact Fee Credits - Form

ASSIGNMENT OF TRANSPORTATION IMPACT FEE CREDITS ("Assignment")

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

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

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

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

Transportation Credit Account # TCA: _____

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

Lot(s) _____

Building Permit No. (if available): _____

Transportation Impact Fee Zone: _____

Parcel ID No.: _____

Contact Person/number: _____

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

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, as _____ of _____, a _____, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this ____ day of _____, 20__. He is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public

Print Name: _____

My Commission Expires: _____

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, as _____ of _____, a _____, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this ____ day of _____, 20__. He is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public

Print Name: _____

My Commission Expires: _____




Interoffice Memorandum

AGENDA ITEM

June 20, 2016

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

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

CONTACT: Carol Knox Hossfield, Manager, Zoning Division
PHONE NUMBER: 407 836-5585

SUBJECT July 12, 2016 – Consent Item
Street Name Petition – Los Feliz Drive

Pursuant to Resolution 15-M-12, a street name petition that satisfies all of the submittal requirements has been submitted to rename Swaying Cypress Wayn a subdivision entrance road/tract in the Golden Oak Development. The new street name, approved by 911, is Los Feliz Drive.

Only the property owner is affected by the name change. The Board of County Commissioners is authorized to rename the street pursuant to Section 21-2, Orange County Code.

ACTION REQUESTED: Approval of Street Name Petition to rename Swaying Cypress Way to Los Feliz Drive and authorization for County staff to update associated records. District 1

JVW/CK:mof

Attachment



Arturo Interiano
Assistant Manager

Chief Planners

Vacant
Permitting

Rocco Relvini
Customer Relations

Bob Windom
Project Review

ZONING DIVISION
CAROL KNOX HOSSFELD, Manager
201 South Rosalind Avenue, 1st Floor • Reply To: Post Office Box 2687 • Orlando, Florida 32802-2687
(407) 836-3111 • Fax (407) 836-5507
www.orangecountyfl.net

Street Name Petition

Date: 6/9/2016

Applicant: Golden Oak Development, LLC

Address: P. O. Box 10215 Lake Buena Vista, Florida 32830

Phone: 407-566-1907 Email Address: page.p.pierce@disney.com

Parcel ID#: 18-24-28-3101-25-000

Requested Street Name: Los Feliz Drive

First Choice

Second Choice

Present Name of Street: Swaying Cypress Way

If the street is not named, please indicate above.

Length of Street: 422' +/-

Width of Street: 22' (50' ROW)

This street is (check one):

- ☒ a. A public dedicated right-of-way.
☒ b. A privately owned street.
☐ c. An easement (recorded documentation required).

Petition

To the Board of County Commissioners:

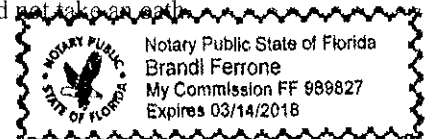
We the undersigned hereby petition the Board of County Commissioners to name or re-name a street as described in this application (additional owners use the Affected Property Owner Notarized Statement Form).

[Signature] AS MANAGER GOLDEN OAK DEVELOPMENT LLC
Property Owner's Signature

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of June, 2016, by Page P. Pierce who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

[Signature] Notary Stamp:
Notary Public Signature



For Office Use Only

Abutting property owners verified: _____ Date: _____

Approved by:

911 MSAG Coordinator: _____ Date: _____

Zoning Division Manager: _____ Date: _____



Arturo Interiano
Assistant Manager

Chief Planners

Vacant
Permitting

Rocco Relvini
Customer Relations

Bob Windom
Project Review

ZONING DIVISION

CAROL KNOX HOSSFELD, Manager

201 South Rosalind Avenue, 1st Floor • Reply To: Post Office Box 2687 • Orlando, Florida 32802-2687

(407) 836-3111 • Fax (407) 836-5507

www.orangecountyfl.net

Street Name Petition Affected Property Owner Notarized Statement

Property Owner(s): Golden Oak Development, LLC

Address: P.O. Box 10215 Lake Buena Vista, Florida 32830

Parcel Identification Number: 18-24-28-3101-00-002, 18-24-28-3101-17-00

☒ Yes, I agree to change the name of Swaying Cypress Way to the new name of Los Feliz Drive.

☐ No, I do not agree to change the name of _____ to the new name of _____.

6/10/16
Date

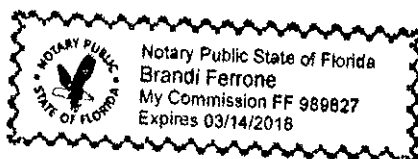
[Signature] AS MANAGER
Affected Property Owner's Signature GOLDEN OAK DEVELOPMENT, LLC

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of June, 2016, by Page P. Pierce who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

[Signature]
Notary Public Signature

Notary Stamp:



Completed responses may be submitted via email ZoningInternetMail@ocfl.net or by regular to: Orange County Zoning Division, P.O. Box 2687, Orlando, Florida 32802-2687.

Interoffice Memorandum

I. CONSENT AGENDA
FAMILY SERVICES
DEPARTMENT
1

June 16, 2016

JENDA ITEM

TO: Mayor Teresa Jacobs
And
Board of County Commissioners

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

FROM: Sherry Paramore, Manager
Community Action Division

CONTACT: Sherry Paramore, Manager
(407) 836-7505

SUBJECT: July 12, 2016 Consent Agenda/All Districts
FY 2016-2017 Weatherization Assistance Program (WAP) between the
State of Florida Department of Economic Opportunity and Orange County,
Florida

The State of Florida Department of Economic Opportunity has awarded Orange County, Florida \$488,355 under the Weatherization Assistant Program (WAP). The term of the WAP Agreement Number: 16WX-0G-06-58-08-025 Federally-Funded Subgrant is from the date of execution by both parties through March 31, 2017. The Agreement will allow Orange County to perform energy saving repairs and installation of energy saving measures to homes occupied by income eligible families. Preference is given to owner occupied, elderly or disabled households and families with children under the age of 12.

In the past, additional funding has often been made available and the contract period has been extended for the program. Additional allocations are considered modification agreements and have aggressive timeframes for a response. Approval is requested for the Mayor or her designee to sign the modification agreements.

ACTION REQUESTED: Approval and execution of State of Florida Department of Economic Opportunity Agreement Number: 16WX-0G-06-58-08-025, Federally Funded Subgrant Agreement Weatherization Assistance Program for Low-Income Persons between the State of Florida, Department of Economic Opportunity and Orange County in the amount of \$488,355 and approval for the Mayor or designee to sign future modification agreements. The Agreement period will end on March 31, 2017. All Districts.

Attachment

C: George A. Ralls, M.D., Deputy County Administrator
Lonnie C. Bell, Jr., Director, Family Services Department
Wanzo Galloway, County Attorney's Office
John Petrelli, Manager, Risk Management
Jamilie Clemens, Grants Supervisor
Patria Morales, Grant Coordinator
Yolanda Brown, Fiscal Manager

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

CFDA Number(s): 81.042, 93.568

Agreement Number: 16WX-OG-06-58-08-025

**FEDERALLY FUNDED SUBGRANT AGREEMENT
WEATHERIZATION ASSISTANCE FOR LOW-INCOME PERSONS**

THIS SUBGRANT AWARD AGREEMENT ("Agreement") is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, (DEO) and Orange, County of, (Subrecipient) (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The U.S. Department of Energy (DOE) administers the Weatherization Assistance Program (WAP) at the Federal level, and distributes WAP grant funds to states. The State of Florida's Department of Economic Opportunity has received such grant funds from DOE, as well as funds from the U.S. Department of Health and Human Services (HHS) for the State of Florida Low-Income Home Energy Assistance Program (LIHEAP), which are administered in conjunction and blended with WAP funds.

B. DEO is the WAP grantee recipient agency for the State of Florida, designated by DOE to receive funds annually for program purposes. DEO is authorized to distribute WAP funds to Subrecipient to provide energy efficiency improvements to eligible households.

C. Subrecipient is eligible to receive these grant funds in order to provide the services identified herein.

THEREFORE, DEO and Subrecipient agree to the following:

(1) SCOPE OF WORK

Subrecipient shall perform the work in accordance with Attachment A, *Scope of Work*, to this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient and DEO shall be governed by all applicable State and Federal laws, rules, and regulations, including, but not limited to, those identified in Attachment B, *Program Statutes and Regulations*.

(3) PERIOD OF AGREEMENT

This Agreement period will begin on **April 1, 2016**, and will end on **March 31, 2017**, unless terminated earlier in accordance with the provisions of this Agreement, including, but not limited to Paragraph (15), *Termination*, of this Agreement.

(4) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. DEO shall reimburse Subrecipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **FOUR HUNDRED AND EIGHTY-EIGHT THOUSAND, THREE HUNDRED AND FIFTY-FIVE DOLLARS AND ZERO CENTS (\$488,355.00)**, subject to the legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes (F.S.). The amount of advanced funds may not exceed the expected cash needs of Subrecipient within the first three months of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included with this Agreement as indicated in Attachment D, *Justification of Advance*. Attachment D must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of these funds.

(c) Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to DEO.

(d) After any initial advance, payments will be made on a cost-reimbursement basis.

(e) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the State Chief Financial Officer, or under Subparagraph (18)(f) of this Agreement, all obligations on the part of DEO to make any further payment of funds terminate, and Subrecipient shall submit its closeout report within 30 calendar days of receiving notice from DEO.

(f) Subrecipient and its contractors 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/).

(g) Subrecipient shall refund to DEO any funds obligated to Subrecipient including, but not limited to, any advance payments, and which remain unobligated by Subrecipient at the end of this Agreement.

(h) Subrecipient shall refund to DEO all funds paid in excess of the amount to which Subrecipient or its contractors are entitled under the terms and conditions of this Agreement.

(i) Subrecipient shall (i) maintain all funds provided under this Agreement in a separate bank account or (ii) Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law.

(j) If Subrecipient commingles Agreement funds, DEO may, in its sole discretion, terminate this Agreement for cause and demand an immediate refund, either in whole or in part, of all funds provided to Subrecipient under this Agreement. Subrecipient, upon such written notification from DEO shall refund, and shall pay to DEO, the amount of money demanded by DEO in accordance with Paragraph (17), *Repayments*, of this Agreement.

(5) REPORTS

Subrecipient shall provide DEO with all required reports as set forth in Attachment C, *Reports*, to this Agreement.

(a) If all required reports and copies are not sent to DEO, or are not completed in a manner acceptable to DEO, DEO may withhold further payments until such reports are completed or DEO may take other action, including but not limited to those described in Paragraph (14), *Remedies*, of this Agreement. "Acceptable to DEO," means that the reports were completed, in DEO's sole determination, in accordance with this Agreement.

(b) Subrecipient shall provide additional program updates, reports, and information as requested by DEO.

(6) MONITORING

(a) Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, subcontractors and the like, who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Paragraph (9) below, monitoring procedures may include, but are not limited to, on-site visits by DEO staff, limited scope audits, and other procedures.

(c) Subrecipient and its contractors shall comply with the most recent WAP Monitoring Protocol, provided to Subrecipient and available upon request from DEO, and cooperate with any monitoring by DEO. If DEO determines that a limited scope review of Subrecipient is appropriate, Subrecipient shall comply with all additional instructions provided by DEO regarding such review.

(d) Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by DEO, the State of Florida Chief Financial Officer, the State of Florida

Auditor General, in accordance with section 20.055(5), F.S., any authorized representative of the awarding Federal agencies, the U.S. Department of Energy and the U. S. Department of Health and Human Services, or any authorized representative of those Federal agencies' respective Federal Offices of the Inspector General.

(e) Subrecipient shall cooperate with DEO and the Federal awarding agencies to assist facilitating any monitoring visits conducted by DEO or the Federal awarding agencies. DEO may conduct monitoring visits at its determination and in its sole discretion, but not less than once per program year.

1. Subrecipient shall cooperate with authorized representatives of DEO or the Federal awarding agencies with the inspection of any dwelling unit that has received weatherization assistance. Subrecipient shall use materials which are cost effective, safe, and of good quality and appearance in performing under this Agreement. Discoveries of violations of WAP or DEO policies and procedures may result in findings, as that term is defined in the WAP Monitoring Protocol, resulting in remedial work requirements, corrective action plans, and/or disallowed costs.

2. Subrecipient shall have a qualified member of Subrecipient's staff, or an appropriately licensed third party building inspector engaged by Subrecipient, inspect all work performed pursuant to this Agreement.

3. Subrecipient shall require a provision in all contracts and subcontracts in furtherance of this Agreement that any work performed by a contractor which does not meet quality expectations and that requires correction shall be done at the contractor's expense.

(7) CONTRACTS

(a) Subrecipient shall not contract in furtherance of this Agreement prior to receiving DEO's written confirmation that the proposed contract includes the following requirements:

1. Contractor is bound by the terms of this Agreement, and each contract and subcontract shall specifically include the requirements set forth in Paragraph (9), *Audits and Records*, and Paragraph (10), *Information Release and Public Records Requirements*, of this Agreement.

2. Contractor is bound by all applicable State and Federal laws and regulations;

3. Contractor shall indemnify and hold DEO and Subrecipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of work under this Agreement, to the extent allowed by law; and

4. Contractor shall disclose to Subrecipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

(b) For each contract, Subrecipient shall provide a written statement to DEO as to whether that contractor is a certified minority business, as defined in section 287.0943, F.S.

(c) Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Subrecipient shall submit to DEO a completed Attachment H, *Certification Regarding Debarment*, to this Agreement.

(8) MODIFICATION OF AGREEMENT

Either Party may request modification of the provisions of this Agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(9) AUDITS AND RECORDS

(a) Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, title 2 of the U.S. Code of Federal Regulations (C.F.R.) part 200, hereinafter referred to as the "Uniform Guidance". If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System, particularly 48 C.F.R. § 31.2.

(b) Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings have not been resolved at the end of this five-year period, the Records must be retained until resolution of the audit findings through litigation or otherwise. Subrecipient shall cooperate with DEO to facilitate the duplication and transfer of such Records upon request of DEO. The five-year period may also be extended for the following reasons:

1. If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the records must be retained until all litigation and claims involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at one thousand dollars and zero cents (\$1,000.00) or more at the time it is acquired must be retained for five years after final disposition of the non-expendable personal property.

3. Records relating to real property acquired must be retained for five years after the closing on the transfer of title or in accordance with the Florida General Records Schedules maintained by the Florida Department of State, whichever is longer.

4. Any additional Federal requirements identified in Attachment A, *Scope of Work*, of this Agreement.

(c) Subrecipient shall maintain all records for all contractors to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachment A, *Scope of Work*, to this Agreement, as well as all other applicable laws and regulations.

(d) Subrecipient shall give access to any of Subrecipient's records to 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 for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.

(e) Subrecipient may, per rule 1B-24.003(9)(a), Florida Administrative Code, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.

(f) Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(g) Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by DEO or the Federal awarding agencies. "Reasonable" means normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(h) If Subrecipient's expenditures of State financial assistance or Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1, *Audit Requirements*, to this Agreement, such audit will comply with all applicable requirements of Exhibit 1, *Audit Requirements*, to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.

(i) Subrecipient shall include the aforementioned audit and record-keeping requirements in all contracts in furtherance of this Agreement.

(j) Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that Subrecipient complied with the applicable provisions noted in Exhibit 1, *Audit Requirements*, to this Agreement.

(k) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit 1, *Audit Requirements*, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, *Report Submission*, are applicable to audits of Federal awards conducted in accordance with Subparagraph (5)(h) above.

(l) If an audit, monitoring visit, or other documentation or verifiable information reveals that any portion of the funds expended by Subrecipient are unallowable costs, then Subrecipient shall reimburse DEO, and DEO shall have the right to recover such funds. The amount of reimbursement or recovery will be equal to the amount of funds determined by DEO to be unallowable. Subrecipient shall send such reimbursement to DEO within 30 calendar days after DEO has notified Subrecipient of such non-compliance.

(m) Within 60 calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed *Audit Compliance Certification*, attached hereto as Exhibit 2, to audit@deo.myflorida.com. Subrecipient'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, memoranda of agreement, economic incentive award agreements, and the like) between DEO and Subrecipient.

(10) INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS

(a) In addition to Subrecipients' responsibility to directly respond to each request it receives for records made or received by Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform Subrecipient's responsibilities hereunder. Subrecipient 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 at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient 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 Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records 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.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the contract, Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Subrecipient'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. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If Subrecipient 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 Subrecipient 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 Subrecipient's waiver of a claim of exemption. Subrecipient 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

Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

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

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and 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 public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Subrecipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(11) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO's subgrant agreements in excess of nominal value, if applicable, to expressly require Subrecipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during this Agreement term; and,
2. Include in all contracts under this Agreement, the requirement that contractors 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 contractor during the term of the contract.

(b) If Subrecipient does not have an E-Verify MOU in effect, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(12) INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS

(a) Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, contractors, 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 Subrecipient, its agents, employees, partners, contractors, or subcontractors, provided, however, that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(b) For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of DEO. DEO shall neither have nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the Parties. Subrecipient shall not represent to others that Subrecipient has the authority to bind DEO unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each of Subrecipient's contractors is deemed to be an independent contractor, and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DEO or the State of Florida. DEO has no duty to withhold taxes with respect to Subrecipient's compensation hereunder. Subrecipient 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. Subrecipient shall ensure that its employees, contractors, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(13) DEFAULT

If any of the following events occur ("Events of Default"), DEO shall have the right to terminate further payment of funds under this Agreement, and DEO may exercise any of its remedies set forth in Paragraph (14), *Remedies*, of this Agreement. However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement, or any previous agreement with DEO is, or becomes, false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely, according to the terms of this Agreement, and in DEO's sole discretion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If a material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any reports required by this Agreement, or if Subrecipient submits a report to DEO with incorrect, incomplete, or insufficient information;

(d) If Subrecipient fails to perform, or timely complete, in DEO's sole, reasonable determination, any of its obligations under this Agreement;

(e) If Subrecipient misuses funds, commits fraud, or does not comply with any applicable rules, laws, or regulations; or

(f) If Subrecipient refuses to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended.

(14) REMEDIES

If an Event of Default occurs DEO shall exercise any or all of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, if Subrecipient has not cured the default within 30 calendar days of receipt of written notice of an Event of Default;

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

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

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

1. Request additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 3. Advise Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
 4. Require Subrecipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible or unallowable;
- (e) Exercise any other rights or remedies which may be otherwise available under law or in equity.

Pursuing any of the above remedies will not limit any of DEO's other remedies, and all rights and remedies set forth in this Agreement are cumulative to any other rights or remedies available to DEO, in law or in equity. If DEO waives any right or remedy in this Agreement, or fails to insist on strict performance by Subrecipient, it will not affect, extend or waive any other right or remedy of DEO, or affect the later exercise of the same right or remedy by DEO for any other default by Subrecipient.

(15) TERMINATION

(a) DEO may terminate this Agreement for cause upon 48 hours written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph (13), *Default*, of this Agreement or Subrecipient's failure to cure an Event of Default within 30 calendar days from receipt of notice. The Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing Subrecipient no less than 48 hours written notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the award in its entirety. Subrecipient shall continue to perform any work not terminated. Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

(c) The Parties may terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) If DEO issues a notice of Event of Default, Subrecipient shall immediately stop incurring new obligations upon receipt of the notice. If DEO determines that Subrecipient has cured the Event of Default within the 30-day cure period, DEO will provide notice to Subrecipient of such and when Subrecipient may resume incurring new obligations. Costs incurred for new obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this

Agreement is terminated by DEO because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due DEO from Subrecipient is determined.

(e) Termination of this Agreement by DEO immediately releases DEO from any further performance obligations set forth herein.

(16) NOTICE AND CONTACT

(a) All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to DEO's Grant Manager, and delivered by standard or electronic mail using the contact information provided in Subparagraph 16(b) below.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Robert Hunter, Grant Manager
Department of Economic Opportunity
Division of Community Development
Bureau of Community Assistance
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120
Email: Bob.Hunter@deo.myflorida.com
Phone: 850-717-8451

(c) The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment J, *Subrecipient Information*, of this Agreement.

(d) If a different representative or address is designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Subparagraph (16)(a), above.

(17) REPAYMENTS

(b) All remittances, refunds, or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Division of Community Development
Bureau of Community Assistance
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to DEO for collection, Subrecipient shall pay to DEO a service fee of fifteen dollars and zero cents (\$15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(b) If Subrecipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to DEO, the State of Florida, or a Federal awarding agency, DEO may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. If the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient will repay such cost or loss in full to DEO within 30 days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all information, representations, and materials provided by Subrecipient in entering into this Agreement, in response to any DEO request, or to fulfill the requirements of this Agreement. If Subrecipient provides any materially inaccurate information to DEO, then DEO may terminate this Agreement pursuant to Paragraph (15), *Termination*, above.

(b) 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 this Agreement. Without limiting the provisions of Paragraph (13), *Default*, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Unless authorized by law and agreed to in writing by DEO, DEO shall not be liable to pay attorney fees, interest, expenses or cost of collection in conjunction with this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the termination, including expiration, of this Agreement. The provisions of Attachment A, *Scope of Work*, Paragraphs (9), (10), (12), (14), (17), and this Paragraph (18), shall survive the termination, including expiration, of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Paragraph (10,) *Audits and Records*, of this Agreement shall terminate in accordance with the requirements of Paragraph (10).

(d) This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, et seq.), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.

(g) Subrecipient shall submit all bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

(h) Subrecipient shall submit any bills for travel expenses in accordance with section 112.061, F.S.

(i) Subrecipient must place advances of funds under this Agreement, if any, in an interest-bearing account and shall remit all interest income to DEO in accordance with Paragraph (17), *Repayments*, of this Agreement.

(j) Subrecipient is subject to, and shall comply with, Florida's Government in the Sunshine Law, section 286.011, F.S., with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(k) Subrecipient warrants that all unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement have been produced in the United States as required under 41 U.S.C. §8302, unless it would not be in the public interest or unreasonable in cost.

(l) Subrecipient is subject to and shall comply with sections 11.062 and 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient 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 kinds. Upon request of DEO's Inspector General, or other

authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records for the longer of: (1) five years after the expiration of this Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State.

(m) Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State or Federal official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the termination, suspension, or debarment of Subrecipient. 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. Subrecipient will not be responsible for any costs of investigations that do not result in Subrecipient's termination, suspension, or debarment.

(n) 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 a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract 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 contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time has Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

(o) Subject to chapter 119, F.S., Subrecipient 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 Subrecipient's name and either a description of this 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.

(p) As required by section 286.25, F.S., if Subrecipient 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 [Subrecipient'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" must appear in the same size letters or type as the name of the organization.

(q) Mandatory Disclosure Requirements:

1. Conflict of Interest: Subrecipient is subject to chapter 112, F.S. Subrecipient-contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient-contractor shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient-contractor or its affiliates.

2. Convicted Vendors: Subrecipient is subject to section 287.133, F.S., and shall disclose to DEO if Subrecipient or any of its affiliates, as defined by section 287.133(1)(a), F.S., 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 Subparagraph (20)(n) above for a period of 36 months from the date of being placed on the Convicted Vendor List.

3. Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of one million dollars (\$1,000,000.00) or more, in executing this Agreement, Subrecipient 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 the Scrutinized Companies that Boycott Israel List, created pursuant to 215.4725, F.S., or engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

a. Pursuant to section 287.135, F.S., DEO may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, during the term of this Agreement.

b. If DEO determines that Subrecipient has submitted a false certification, DEO shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within 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 Subrecipient. If DEO's determination is upheld, Subrecipient will be liable for a civil penalty equal to the greater of two million dollars and zero cents (\$2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be ineligible to bid on any contract with an agency or local

governmental entity for three (3) years after the date of DEO's determination of false certification by Subrecipient.

c. If Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

4. Discriminatory Vendors: Subrecipient is subject to section 287.134, F.S. and affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to DEO if Subrecipient 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:

- a. Submit a bid on a contract to provide any goods or services to a public entity;
- b. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. Submit bids on leases of real property to a public entity; or
- d. Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

(r) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient 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.

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) Federal grant funds provided under this Agreement may not be used by Subrecipient or any contractor to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources.

(b) Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(c) Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement.

(d) Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all contractors of subawards (including contracts, subcontracts, subgrants, grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (21)(b) above and the content of Subparagraph (21)(c) above. Subrecipient shall require that all contractors provide such certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who makes an expenditure prohibited by Subparagraph (21)(b) or fails to file or amend the declaration required by Subparagraph (21)(c) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents (\$10,000.00) and not more than one hundred thousand dollars and zero cents (\$100,000.00) for each such expenditure and such failure.

(20) COPYRIGHT, PATENT AND TRADEMARK

Any, and all, patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

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

(21) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The undersigned person certifies that he or she has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(b) Prior to execution of this Agreement, Subrecipient shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Subrecipient (and each of Subrecipient's contractors) in a written statement to DEO's Grant Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's and Subrecipient's contractor's officers and directors when any Proceeding relates to the officer's 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.

(22) ASSURANCES

Subrecipient shall comply with any *Statement of Assurances* incorporated as Attachment F.

(23) PURCHASING

(a) Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to contractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

(b) Products Available from the Blind or Other Handicapped (RESPECT): In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

(c) Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

(24) 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.

(25) PROGRAMMATIC DOCUMENTS

Subrecipient represents and warrants that it has notice of, and agrees to be bound by and provide its services and perform this Agreement in accordance with, the following Programmatic Documents, and any revisions thereto, which are incorporated herein by reference, and which are available upon request from DEO's Grant Manager for this Agreement, as set forth in Paragraph (16), *Notice and Contact*, above:

- (a) The Florida Weatherization Assistance Program Health and Safety Plan (WAP Safety Plan);
- (b) The 2016 Florida Weatherization Assistance Program Procedures and Guidelines Manual (WAP Procedures Manual);
- (c) The Florida Weatherization Assistance Program Single Family Priority Lists Site Built and Manufactured Homes (WAP Priority List);

(d) The Florida Weatherization Assistance Program Monitoring Protocol (WAP Monitoring Protocol); and

(e) The Florida Standard Work Specifications Field Guide for Single-Family Homes and the Florida Standard Work Specifications Field Guide for Manufactured Housing (Field Guides).

(26) ATTACHMENTS AND EXHIBITS

(a) All attachments and exhibits to this Agreement are incorporated as if set out fully herein.

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

(c) This Agreement has the following attachments and exhibits:

Exhibit 1 - Audit Requirements

Exhibit 1-A – Funding Sources

Exhibit 2 – Audit Compliance Certification

Attachment A - Scope of Work

Exhibit 1 to Attachment A – Budget Directions

Exhibit 2 to Attachment A - Budget & County Allocations

Exhibit 3 to Attachment A – Schedule of Deliverables

Attachment B - Program Statutes and Regulations

Attachment C - Reports

Attachment D - Justification of Advance

Attachment E - Property Management and Procurement

Attachment F - Statement of Assurances

Attachment G - Warranties and Representations

Attachment H - Certification Regarding Debarment

Attachment I – Trafficking Victims Protection Act of 2000

Attachment J - Subrecipient Information

(27) TERMS AND CONDITIONS

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

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
FEDERALLY FUNDED SUBGRANT AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

SUBRECIPIENT

Orange, County of

(Type Legal Name of Subrecipient)

By: _____

Teresa Jacobs, Orange County Mayor
(Type Name and Title Here)

Date: _____

59-6000773
Federal Identification Number

064797251
DUNS Number

16WX-OG-06-58-08-025
Agreement Number

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

Director, Division of Community Development

Date: _____

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

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

FY 2016 WAP AGREEMENT
EXHIBIT 1
AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the Subrecipient 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 Subrecipient 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 Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient 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 Subrecipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1-A to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 C.F.R. part 200, entitled *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, also known as the Uniform Guidance, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective

for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to title 2 C.F.R. part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly. 2 C.F.R. part 200, has been adopted and supplemented, and given regulatory effect by DOE at 2 C.F.R. part 910.

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 Subrecipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Subrecipient (for fiscal years ending September 30, 2004 or thereafter), the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; 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-A 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 Subrecipient 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 non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient 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 Subrecipient 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 Subrecipient 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, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient'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

None.

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 at the address indicated:
 - A. DEO at each of the following addresses:
Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Subrecipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

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

or

Paper (hard copy):

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

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

- A. DEO at each of the following addresses:

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

or

Paper (hard copy):

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

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, FL 32399-1450

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

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the Subrecipient 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. Subrecipients, 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 Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The Subrecipient 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 Subrecipient 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.

**FY 2016 WAP AGREEMENT
EXHIBIT 1-A
FUNDING SOURCES**

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

| | |
|--|---|
| Subrecipient's DUNS Registered Name: | Orange, County of |
| Subrecipient's DUNS Number: | 064797251 |
| Federal Award Identification Number: | G-1601FLLIEA |
| Federal Award Date: | October 22, 2015 |
| Subaward Period of Performance Start and End Date: | April 1, 2016 through March 31, 2017 |
| Amount of Federal Funds Obligated by this action by the pass-through entity to Subrecipient: | \$9,259,456.00 |
| Total Amount of the Federal Funds Obligated to Subrecipient by the pass-through entity including the current obligation: | \$488,355.00 |
| Total Amount of the Federal Award committed to Subrecipient by the pass-through entity: | \$61,729,709.00 |
| Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): | Energy savings home improvements to eligible low income households. |
| Federal Awarding Agency: | U.S. Department of Health and Human Services; |
| Pass-Through Entity: | Florida Department of Economic Opportunity |
| Contact Information for Awarding Official of pass-through entity: | Contact: Paula Lemmo, 850-717-8450 |
| Catalog of Federal Domestic Assistance Number: | 93.568 |
| Catalog of Federal Domestic Assistance Title: | Low Income Home Energy Assistance Program |
| Research and Development: | No |
| Indirect Cost Rate (if not applicable, please write "N/A"): | 14.9448% |
| | |
| Subrecipient's DUNS Registered Name: | N/A |
| Subrecipient's DUNS Number: | N/A |
| Federal Award Identification Number: | DE-EE0006146 |
| Federal Award Date: | N/A |
| Subaward Period of Performance Start and End Date: | N/A |
| Amount of Federal Funds Obligated by this action by the pass-through entity to Subrecipient: | N/A |
| Total Amount of the Federal Funds Obligated to Subrecipient by the pass-through entity including the current obligation: | N/A |
| Total Amount of the Federal Award committed to Subrecipient by the pass-through entity: | N/A |
| Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): | Energy savings home improvements to eligible low income households |
| Federal Awarding Agency: | U.S. Department of Energy |

| | |
|---|--|
| Pass-Through Entity: | Florida Department of Economic Opportunity |
| Contact Information for Awarding Official of Pass-Through Entity: | Contact: Paula Lemmo, 850-717-8450 |
| Catalog of Federal Domestic Assistance Number: | 81.042 |
| Catalog of Federal Domestic Assistance Title: | Weatherization Assistance Program |
| Research and Development: | No |
| Indirect Cost Rate(if not applicable, please write "N/A"): | 12.3282% |

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

Federal Program:

1. Subrecipient shall use the WAP funds to perform energy saving repairs and installation of energy saving measures on qualified single family dwellings in accordance with all attachments to this Agreement, applicable Uniform Guidance, WAP Procedures Manual, Field Guides and the FFY 2016 WAP State Plan.
2. Subrecipient shall comply with applicable Uniform Guidance, DEO's WAP requirements, and eligibility requirements as set forth in the U.S. Department of Energy regulations codified in Title 10 of the Code of Federal Regulations, part 440 – Weatherization Assistance Program for Low-Income Persons.

STATE RESOURCES AWARDED TO SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

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

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to Subrecipient.

**FY 2016 WAP AGREEMENT
EXHIBIT 2**

| Audit Compliance Certification | |
|--|------------------------------------|
| <i>Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@deo.myflorida.com.</i> | |
| Grantee: Orange, County of | |
| FEIN: 59-6000776 | Grantee's Fiscal Year: 2016-2017 |
| Contact's Name: Sherry Paramore | Contact's Phone: 407-836-7505 |
| Contact's Email: Sherry.Paramore@ocfl.net | |
| <p>1. Did Grantee expend State financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Grantee expend \$750,000 or more of State financial assistance (from DEO and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, Subrecipient 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.</p> | |
| <p>2. Did Subrecipient expend Federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and DEO? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did Subrecipient expend \$750,000 or more in Federal awards (from DEO and all other sources of Federal awards combined) during its fiscal year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplemented by DOE at 2 C.F.R. part 910. .</p> | |
| By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct. | |
| | |
| Signature of Authorized Representative | Date |
| Sherry Paramore | Division Manager |
| Printed Name of Authorized Representative | Title of Authorized Representative |

FY 2016 WAP AGREEMENT
ATTACHMENT A
SCOPE OF WORK

I. GENERAL POLICY

Subrecipient shall comply with the following requirements, and if applicable, ensure all contracts require compliance with the following requirements. In carrying out this Agreement, Subrecipient shall provide all necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. Subrecipient shall designate an individual, referred to by DEO as the WAP Coordinator, who will be responsible for ensuring that the following activities are adhered to:

- A. Identify and solicit eligible low-income residents within Subrecipient's identified service area who have the need and desire for energy conservation assistance. Subrecipient shall make the services provided for under this Agreement available to all eligible clients in the counties it serves, subject to the availability of funds.
- B. Subrecipient shall provide weatherization services at an average expenditure limit of **\$7,105** per unit for labor, weatherization materials and related matters. This per dwelling amount does not include the Health and Safety average expenditure limit of \$1,059 per dwelling that may also be expended. For budget and production deliverables specifics, see Exhibit 3 to Attachment A, *Schedule of Deliverables*, of this Agreement.
- C. Subrecipient shall weatherize dwellings in such a manner that will provide continuous service from the commencement date to the expiration date of the Agreement. All counties must be served with the allocated dollar amounts listed in Exhibit 2 to Attachment A, *Budget Summary and County Allocation*, of this Agreement. If funds are not being spent in proportion to the progression of months, or the county allocations, funding will be subject to reallocation.
- D. Subrecipient shall provide DEO with documentation and reports as required by this Agreement, including, but not limited to budget balances, as well as any other information related to this project, or as may otherwise be specified by DEO.
- E. Subrecipient shall complete work on all dwellings in accordance with the Field Guides, the WAP Procedures Manual, the WAP Priority List, any Supporting Weatherization Program Notices, and any supplemental DEO and DOE guidelines, unless Subrecipient secures written permission from DEO otherwise.
- F. The health and safety of the clients, Subrecipient's staff, contractors and the integrity of the building structure shall not be compromised by any work completed with weatherization funds.
- G. Subrecipient shall ensure that all installed weatherization materials meet the materials standards taken from Appendix A to 10 C.F.R. part 440, be of good quality, and be installed in a safe, cost effective manner.
- H. Work and materials not meeting quality expectations, as determined by DEO with reference to 10 C.F.R. part 440 and the WAP Procedures Manual, may subject Subrecipient to written findings. Subrecipient may be required by DEO to perform re-inspections or "go-backs" on any

work performed by Subrecipient or its contractors which does not meet quality expectations, in DEO's sole discretion, and for which DEO has issued a finding. The costs incurred for any work performed by Subrecipient or its contractors which does not meet quality expectations, in DEO's sole discretion, and for which DEO has issued a finding may be disallowed by DEO.

II. SUBRECIPIENT RESPONSIBILITIES

A. File Documentation Responsibilities

Each client file shall contain the following documentation:

- Client intake Form;
- Client income documentation (for past twelve months);
- Documentation of ownership or signed Landlord Agreement Form
- Social Security Documentation (if applicable)
- Copy of client photo ID
- Copy of client utility bill
- Client Selection (Priority) Criteria Form
- Copy of Complaint Appeal Procedures Form signed and dated by client
- Inspection/Audit Data and Results
- Pre-Work Order Agreement
- Building Work Report
- Copy of bid package(s), invoices, receipts, payment vouchers
- Pre 1978 dwellings – Certified Renovator Documentation or Clearance Testing
- Copies of any approved waivers
- Copies of applicable Pre and Final Permits
- Client File Checklist
- RED Calculator printouts
- Refrigerator Metering record
- QCI Inspector Sheet
- Infrared pictures

B. Recordkeeping

In addition to any recordkeeping requirements set forth in the Agreement, including any attachments or exhibits thereto and this Scope of Work, Subrecipient agrees to be bound by the recordkeeping provisions at 10 C.F.R. part 440 and 42 U.S.C. part A, as applicable to Subrecipient. Subrecipient shall keep such records as U.S. Department of Energy (DOE) requires, including, but not limited to, records which fully disclose the amount and disposition of the funds received by Subrecipient, the total cost of each weatherization project, the average costs incurred in weatherization of individual dwelling units, the average size of the dwelling being weatherized, the average income of households receiving assistance, and any other records as deemed necessary by DOE, or by DEO in order to fulfill its recordkeeping requirements under 10 C.F.R. part 440. Subrecipient agrees to keep its records in accordance with the 2 C.F.R. part 200, as adopted and supplemented by 2 C.F.R. part 910.

C. Determining Priority Service

Subrecipient shall give priority to identifying and providing weatherization assistance to elderly persons, persons with disabilities, families with children under 12 years old; households with a high energy burden and high residential energy users in their "priority of services" point system. Subrecipient will coordinate with its local Low Income Home Energy Assistance Program (LIHEAP) provider to develop a referral process and targeted number of clients to serve. A minimum of 10 percent of the clients receiving weatherization services through the WAP are to

be LIHEAP referrals.

D. Monitoring Visits

The DEO staff and/or its representative shall conduct monitoring visits of Subrecipient at least once a year, but as frequently as DEO may desire throughout the program year. These visits are for the purposes of quality assurance inspections, administrative and fiscal monitoring, Training and Technical Assistance (T&TA), and other meetings as the need arises. The monitoring report shall include inspection and/or T&TA information.

4. The monitoring staff regularly inspects units completed by Subrecipient. All installed materials shall be cost effective, safe, and of good quality and appearance. Discoveries of violations of policies and procedures are called findings.
5. Work not meeting quality expectations may be subject to findings, required remedial work and/or disallowed costs.
6. All contractor work shall pass an inspection by qualified Subrecipient staff or approved third-party contractor inspector, prior to payment.
7. Contractor work not meeting quality expectations that requires correction shall be done at the contractor's expense.

E. Findings

Any non-compliance with the WAP Priority List, the WAP Procedures Manual or any Field Guides constitutes a finding, as that term is defined in the WAP Procedures Manual. Major findings are those which are either severe in nature as determined by the monitoring inspector or repeated. Minor findings are less severe or not repetitive in nature.

Major Findings: Examples of major findings include, but are not limited to, the following:

1. The health and safety of clients, Subrecipient staff or contractors, or the integrity of the building structure is threatened by work completed with the weatherization funds.
2. A weatherization-related health or safety problem is created by, exacerbated by, or not corrected by the delivery of weatherization services.
3. The omission, without appropriate authorization, of a required cost-effective measure, a necessary repair, or a required health and safety repair.
4. Poor-quality work, materials, or equipment that results in significantly degraded performance or appearance of measures or repairs.
5. Major expenditure of funds on measures that are not included on the National Energy Audit Tool (NEAT), or are not required in the WAP Priority List, WAP Procedures Manual or the Field Guides.
6. Costs incurred for materials that do not meet the standards for conformance listed in Appendix A of 10 C.F.R. part 440.
7. Any action or lack of action that may result in a liability that threatens the Florida

Weatherization Grant funds.

8. Gross fiscal mismanagement, including any unallowable costs or any wrongful billing to the grant.

Minor Findings: Examples of minor findings include, but are not limited to, the following:

1. A single occurrence of poor-quality of work, materials, or equipment that results in minor degradation of performance or appearance of measures or repairs.
2. Work site clean-up that does not meet the satisfaction of the client or the State monitor.
3. Required energy conservation measures that are not installed, but would not contribute a large energy savings.
4. Required health and safety measures that are not addressed, but are not threatening the health or safety of the client.

F. Training & Technical Assistance Visits (T&TA)

T&TA visits conducted by DEO staff and its representatives are intended for training purposes. Recommendations for Subrecipient actions may be issued by DEO based on circumstances observed and guidance will be offered on the visit report provided to Subrecipient.

G. DEO Field Procedures Waivers

Subrecipient may request waivers which exempt Subrecipient from performing a required measure, or which allow a restricted measure, if one or more of the following requirements are met:

1. If it is technically not possible to install the measures.
2. If conditions exist, and cannot be overcome, that would make the installation of the measure unsafe.
3. The installation of the measure would threaten the health or safety of either the client or the worker.

State waivers shall be granted by DEO on a case-by-case basis in writing. Subrecipients who are unable to provide services according to the WAP Priority List, the WAP Procedures Manual, or the Field Guides because of local building codes shall supply written documentation to DEO staff and request a State waiver. Work shall proceed only after approval of a waiver request in writing by DEO staff.

The State waivers permit the following policy exceptions:

1. Fuel conversions.
2. Installation of doors and/or windows exceeding allowable amount.
3. Other work normally considered beyond the scope of weatherization.

III. PROJECT SELECTION, ENERGY AUDITS AND FINAL INSPECTIONS

- A. Subrecipient shall use properly trained and qualified energy auditors and inspectors.
- B. An Energy Audit is required on every building prior to performing any work other than emergency response related work. Contractors shall strictly adhere to the work order developed

by the auditor. No deviations from this work order shall be performed, unless authorized by the energy auditor or weatherization coordinator.

- C. Subrecipient's Quality Control Inspector shall ensure that all measures required by the WAP Priority List, the Field Guides and the WAP Procedures Manual have been installed, and that the work quality meets the standards required by the WAP Field Guides.
- D. Each completed project shall be inspected and the inspection shall be documented in the client file. No project shall be reported as completed until all weatherization materials have been installed and Subrecipient has performed a final quality control inspection, including any mechanical or subcontractor work performed.
- E. All installed weatherization materials shall meet the materials standards as detailed in Appendix A of 10 C.F.R. part 440, shall be of good quality, and shall be installed in a safe and effective manner.

F. Project Selection

- 1. Projects should be prioritized in accordance with DOE Policy. Additionally, Subrecipient should prioritize projects based on:
 - i. owner participation;
 - ii. potential energy savings based on utility bill analysis;
 - iii. assurance that benefits will be direct to unit occupants; and
 - iv. service to all areas of the service area.
- 2. Subrecipient shall receive a signed landlord-tenant agreement before work begins on any individual dwelling unit. This document must be retained as part of the project file.

G. Energy Audit

Prior to performing an energy audit, Subrecipient's auditor shall conduct a walk-through of the unit to confirm the potential for the installation of energy conservation measures, and to ensure that there are no major barriers to working in the building.

The primary objectives of the energy audit is to survey the home for the potential to install energy conservation measures, to analyze the Savings to Investment Ratio (SIR) of potential measures, to check for safety hazards and building durability issues, to provide client education, to document the audit, and to write a work order detailing work to be done and situations that need to be addressed. Understanding energy use is a key to performing an exemplary audit.

The energy audit shall include the following information:

- 1. An assessment of health and safety hazards.
- 2. Documentation, including, but not limited to, the type of energy audit tool used, the results of the audit analysis, and the DOE-promulgated priority list used to complete the energy audit.
- 3. An assessment and record of the existing conditions of the building and its mechanical systems.
- 4. An evaluation of the existing conditions for energy conservation opportunities and energy-related health and safety problems.
- 5. A strategy for improved energy efficiency and for correcting energy-related health and safety problems.

The energy audit shall also include evaluations of all of the following, per the WAP Procedures Manual and the WAP Field Guides:

- 1. Combustion safety testing.

2. Air leakage analysis.
3. Combustion efficiency determination.
4. Thermal performance analysis.
5. Electrical safety testing.
6. Electric base-load testing.
7. Indoor air quality and moisture inspection.

Subrecipient shall provide all clients with information regarding all of the following:

1. The weatherization process.
2. Reducing heating and cooling costs.
3. Water conservation and water heating.
4. Staying cool during hot weather.
5. Lead-based paint notification.
6. Mold and mildew notification.
7. Other energy-saving suggestions.

H. Final/Quality Control Inspection Responsibilities

Subrecipient shall be responsible for the following quality control inspection responsibilities:

1. Energy and Conservation Inspection
 - i. Review the original energy audit form.
 - ii. Ensure all required procedures were performed.
 - iii. Verify the accuracy of the audit, including measures that may have been omitted.
 - iv. Inspect all work to ensure that standards of work quality and materials are met and ensure that the job site is cleaned up.
 - v. Call for corrective actions where initial work does not meet standards.
2. Health and Safety Inspection
 - i. Verify that all work was completed to address related health and safety issues.
 - ii. Call for corrective actions where initial work does not meet standards.
3. File Review and Completion
 - i. Review all required forms for accuracy and completion.
 - ii. Document required go-backs or follow-up work.
 - iii. Sign and date a quality control inspection form assuring that all requirements have been verified.
 - iv. A job is complete only after all work installed by Subrecipient or its authorized representative has been completed and has passed the quality control inspection.

IV. INSTALLATION OF MEASURES

Weatherization measures serve all of the four following purposes:

1. Conserve energy.
2. Reduce energy bills.
3. Protect residents from energy-related hazards.
4. Protect building from damage caused by fire or moisture.

Subrecipient shall be responsible for installing weatherization measures per the WAP Priority List, WAP Procedures Manual, the Field Guides and applicable local, State, and Federal code.

V. HEALTH AND SAFETY

Weatherization services shall be provided in a manner that minimizes risks to workers, clients, and clients' homes. Weatherization services shall not begin until health and safety problems are removed. Subrecipient shall comply with and enforce the WAP Safety Plan.

VI. ACCEPTANCE CRITERIA

DEO shall evaluate this project through review of Subrecipient submitted reports. To receive a reimbursement for a production period (a production period spans the first day of a month through the last day of the month), Subrecipient shall submit an electronic copy of each Building Work Report (BWR) Package along with the Financial Status Report (FSR) to DEO through the electronic financial management system (eGrants) by the 21st day of the following month. In addition, Subrecipient shall submit a signed copy of the FSR via facsimile or email to DEO by the same due date (Reference Attachment C, *Reports*). The monthly FSR shall include on-schedule completion of production goals. If work is behind schedule, Subrecipient shall immediately begin implementation of a plan to bring work up to schedule.

VII. FINANCIAL CONSEQUENCES

- A. If Subrecipient provides services to any client more than 180 days after the client's household income has been verified without recertification of the client's income eligibility, Subrecipient shall be assessed a financial consequence in the amount of one percent (1%) of the total amount of weatherization services provided to the ineligible client's dwelling unit.
- B. DEO shall not reimburse any expenditures associated with Deliverables not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- C. If Subrecipient fails to be open, and available, for services according to its regular business hours as identified in Attachment F, *Warranties and Representations*, outside weekends and State holidays, Subrecipient shall pay to DEO financial consequences in the amount of \$10.00 per day that Subrecipient failed to operate according to its regular business hours, up to a maximum of \$100.00, for such failure, unless DEO in its sole discretion waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Subrecipient.
- D. Subrecipient's failure shall result in an assessment of a financial consequence in the amount of \$10.00 per day Subrecipient failed to operate according to its regular business hours, up to a maximum of \$100.00.
- E. Any amounts due under this Financial Consequence section shall be paid by Subrecipient out of non-Federal funds.

VIII. EQUIPMENT INVENTORY

Subrecipient shall submit a written inventory of all equipment acquired in whole or in part with weatherization funds to DEO's Grant Manager for this Agreement quarterly. Subrecipient shall maintain an equipment inventory in a manner that will provide an audit trail, traceable from purchase to present usage. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$500.

IX. REFERRALS

Subrecipient shall partner with non-profit organizations or municipalities that provide rehabilitation, emergency home repair, administer a Neighborhood Stabilization Program, or are participating in a Green and Healthy Home Initiative, to facilitate the receipt of active referrals of qualified units in order to achieve goals of serving the low income population.

FY 2016 WAP AGREEMENT
EXHIBIT 1 TO ATTACHMENT A
Budget Directions

The following generally outlines budget categories and offers guidance for preparing the *Budget Summary and County Allocation*, Exhibit 2 to Attachment A, the *Schedule of Deliverables*, Exhibit 3 to Attachment A, of this Agreement, and Subrecipient's detailed line-item budget. In the event of any conflict between any portion of this Exhibit 1 to Attachment A, *Budget Directions*, and any other part of this Agreement or Federal or State regulations or guidance, the terms of any other part of this Agreement or Federal or State regulations or guidance shall prevail.

I. Project Budget:

Subrecipient shall perform the Weatherization Services in accordance with this Agreement and the project budget, *Budget Summary and County Allocation*, attached hereto as Exhibit 2 to Attachment A. Weatherization budget categories are defined as follows:

- A. Administrative Cost:** Administrative costs include, but are not limited to, all indirect costs, telephone costs, a portion of professional staff salaries (to cover staff time when not carrying out the functions allowable under program costs), salaries and fringe benefits of clerical staff, travel related to administrative functions, and miscellaneous costs such as copying, office space, equipment and supplies. Total administrative budget must not exceed 5% of the overall grant budget. Pursuant to DOE program guidance, administrative costs over the allocated maximum may be included as program support.
- B. Liability Insurance:** All allowable costs incurred by Subrecipient for Liability, Pollution Occurrence, and Workers Compensation insurance for weatherization projects for personal injury and for property damage.
- C. Financial Audit:** Unless financial audit costs are included in the indirect cost pool of a negotiated and approved, indirect Federal cost rate, Subrecipients shall budget this expense in the "Financial Audit" budget category.
- D. Training and Technical Assistance:** All allowable costs associated with approved inter- and intra-state travel for training and technical assistance.
- E. Materials:** All allowable costs incurred by Subrecipient and Subrecipient's contractors for materials installed in completed dwelling units, including materials for Heating and Ventilation Air Conditioning Systems (HVAC).
- F. Labor:** All allowable crew and contractor labor, to include benefits, for the purpose of auditing, inspecting, transporting or installing weatherization materials, making eligible repairs on weatherization units and replacing heating systems; cost incurred by contractors to install materials, repair or replace HVAC systems, or for contract labor to provide electrical or plumbing services.
- G. Program Support (PS):** All allowable costs incurred for Program Operations that are generally defined as the direct costs necessary to effect the weatherization of an eligible dwelling unit (cost of doing business), but not included in the material or labor costs. All program support charges are factored as a part of the average cost per unit. For purposes of this Agreement, Program Support includes "related matters," as that term is used in 10 C.F.R. part 440.

- H. **Health and Safety:** Health and Safety is for materials and labor costs, and will not be calculated into the per unit average, like regular materials and labor. Costs incurred for materials and labor for Health and Safety purposes must be reported under the Health and Safety budget line item.

The Health and Safety average per unit expenditure limit is set at 14.9% of the per unit average. Subrecipient may exceed the 14.9% expenditure limit up to \$3,000 per unit, only with prior, written approval by DEO.

DEO will circulate a Health and Safety survey to Subrecipient on an annual basis to establish the costs and frequency of measures installed. Upon circulation of the survey, Subrecipient may request reallocation of excess Health and Safety funds to Materials, Labor or Program Support.

II. **Cost Limits:**

The DOE established, national average expenditure limit per dwelling unit is \$7,105. This adjusted average includes materials, labor, and program support costs amortized over completed production units. The Average Cost Per Unit (ACPU) will be calculated and tracked during the FSR review process, based on the following formula:

$$\frac{(\text{Material Cost} + \text{Labor Cost} + \text{Program Support Cost})}{\text{\# of Units weatherized}} = \text{Total Monthly ACPU}$$

Note: The average cost per unit of \$7,105 cannot be exceeded at the closeout of the Agreement.

- III. In submitting the monthly Financial Status Reports (FSR), Subrecipient may exceed the prescribed ACPU or Admin percentage. However:
- A. DEO will perform monthly desk audits and a mid-agreement period review of Subrecipient's adjusted average cost per unit to-date and the admin percentage to date.
 - B. If Subrecipient exceeds either percentage on an FSR anytime during the Agreement period, it will be notified and required to make adjustments in charging for activities in subsequent FSRs to ensure compliance to adjusted averages and percentage limits at the end of the Agreement period.
 - C. Subrecipient is required to track all expenditures to ensure that only actual costs for allowable expenditures are reported on the monthly FSR.
 - D. Subrecipients receiving an advance must make up the expenditure deficit in the following FSR.
- IV. Subrecipient must complete a Monthly Expenditure Tracking Sheet (METS) every month of this Agreement. Subrecipients must submit a METS covering the first six months expenditures by the 21st day of the 7th month of this Agreement. METS reporting requirements and corrective actions are outlined in the Attachment C, *Reports*, of this Agreement.
- V. To determine the allowable activities that may be charged to the PS and Admin category, refer to the applicable (Non-Profit or Local Government) **Guidance for Documentation and Support of Program Support and Administrative Expenditures** publication.
- VI. If additional funding is provided to Subrecipient during this Agreement period, submission to DEO of a revised Exhibit 2 to Attachment A, *Budget Summary and County Allocation*, and Exhibit 3 to Attachment A, *Schedule of Deliverables*, is required.

**FY 2016 WAP AGREEMENT
EXHIBIT 2 TO ATTACHMENT A
BUDGET SUMMARY AND COUNTY ALLOCATIONS**

SUBRECIPIENT: ORANGE, COUNTY OF
AGREEMENT: 16WX-0G-06-58-08-025

| | |
|------------------------------------|----------------------|
| 1. ADMINISTRATION | \$ 24,418.00 |
| 2. HEALTH & SAFETY | \$ 49,409.00 |
| 3. TRAINING & TECHNICAL ASSISTANCE | \$ 4,000.00 |
| 4. SINGLE AUDIT | \$ 4,000.00 |
| 5. LIABILITY INSURANCE | \$ 4,000.00 |
| 6. MATERIALS/LABOR/PROGRAM SUPPORT | \$ 402,528.00 |
| 7. TOTAL | \$ 488,355.00 |

**WEATHERIZATION SERVICE AREA
COUNTY ALLOCATION**

The financial allocation specified for each county by program is designated to be spent in that county. For Subrecipients of funds designated for more than one county, in the event that circumstances will not allow the full expenditure of any program funds allocated to a particular county, a request to expend any part of those funds in another county must be submitted in writing to DEO and approved, prior to expenditure, in writing by DEO. This request must specifically justify the lack of need of program services in that county.

| County | Allocation Amount | # Of Units |
|--------|-------------------|------------|
| Orange | \$ 426,946.00 | 60 |

**2016 WAP AGREEMENT
EXHIBIT 3 TO ATTACHMENT A
SCHEDULE OF DELIVERABLES**

Agreement Number: 16WX-0G-06-58-08-025

The total estimated production goal will be the number of dwellings that are anticipated to be weatherized for the entire Agreement period. To support this production total, complete the per month estimated production goals below. If Subrecipient will be requesting an advance in this Agreement, it should take into consideration the number of dwellings that will be required to weatherize in the initial and following months to meet the advance expenditure requirement throughout the Agreement period as outlined in Attachment D, *Justification of Advance Payment*, of the Agreement.

Process for calculating production goals:

- a) To determine the final amount of funding (**Weatherization Amount**) available to be applied to weatherizing dwellings (material, labor and program support activities). Complete the following:

| | | |
|--|-------------------------------|---------------|
| | Agreement Amount: | \$ 488,355 |
| <u>Add:</u> | | |
| Direct Charges (Audit, T&TA, Insurance from Budget): | \$ | 12,000 |
| Health & Safety Budget | \$ | 49,409 |
| Administration (Admin) from Budget: | +\$ | 24,418 |
| Total | \$ | 85,827 |
| <u>Subtract:</u> | | |
| Total from the Agreement Amount | | Total |
| (\$ 488,305) | | |
| | Weatherization Amount: | \$ 402,528 |

To determine **Estimated Production**:

- a) Divide the **Weatherization Amount** by the allowable per dwelling expenditure amount of \$7,105.

Weatherization Amount \$ 402,528 divided by \$7,105 = 56.65 **Estimated Production**

To determine **Estimated Health and Safety Amount for the Estimated Production** (use Subrecipient prior year's per unit average H&S to project the total H&S cost):

- a) Multiply the **Estimated Production** times the projected H&S expenditures \$ 872.18 = Total H&S

Complete the below estimated monthly production.

April _____ May _____ June _____ July 8 August 8 September 8 October 8
November 5 December 5 January 8 February 4 March 3
Total 57

**FY 2016 WAP AGREEMENT
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

Subrecipient shall be governed by applicable laws and rules, including but not limited to:

- A. Pub. L. 94-385, Part A, Title IV ("Energy Conservation and Production Act of 1976"); the Omnibus Budget Reconciliation Act of 1981, Title XXVI of Pub. L. 97-35 (Low-Income Home Energy Assistance Act of 1981); Title II, Part 2, of the National Energy Conservation Policy Act of 1978 (Pub. L. 96-619); Title V, Subtitle E, of the Energy Security Act of 1981 (Pub. L. 96- 294); and chapter 409, F.S.; Florida Chief Financial Officer Memorandum No. 04-05; Federal Central Contractor Registration (<http://www.ccr.gov/>); Schedule of Expenditures of Federal Awards (http://www.myfloridaacfo.com/aadir/statewide_financial_reporting/financing.htm)
- B. All Federal statutes relating to nondiscrimination including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps;
 - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age;
 - 5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - 7. Subsections 523 and 527 of the Public Health Service Act of 1913 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; and
 - 9. The requirements of any other nondiscrimination statute(s) which may apply to the Weatherization Assistance Program.
 - 10. The Americans with Disabilities Act of 1990, Public Law 101-336 (42 U.S.C. Sections 13101 through 13213).
- C. Executive Order 11346, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. part 60).
- D. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1351 et seq.).
- E. Subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4081 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- F. Subrecipient will assist in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- G. Subrecipient shall screen applicants for program eligibility under 1986 Immigration and Nationality Act, as currently amended.
- H. Subrecipients which procure \$10,000 or more of insulation products annually are required to put into effect an affirmative procurement program to insure the purchase of insulation products

composed of the highest percentage of recoverable materials practicable, taking into consideration competition, availability, technical performance and cost in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and guidelines promulgated by the Environmental Protection Agency.

- I. All applicable Federal rules, regulations and guidelines as they relate to the application, acceptance, and use of Federal funds under this Agreement.
- J. Other applicable Federal and State laws, rules, regulations and guidelines.
- K. Subrecipient certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under 2 C.F.R. § 901.10, "Debarment and Suspension." Subrecipient may not make any contract to a debarred or suspended party. A current listing of such parties is maintained by DEO for review.
- L. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY:
As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:
 - 1. the percentage of the total costs of the program or project which will be financed with Federal money,
 - 2. the dollar amount of Federal funds for the project or program, and
 - 3. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- M. INTEREST FROM CASH ADVANCES: Subrecipients shall invest cash advances in compliance 2 C.F.R. § 200.305(b)(8). Subrecipients shall maintain advances of Federal funds in interest-bearing accounts unless one of the following conditions applies:
NON-PROFITS ONLY:
 - 1. Subrecipient or contractor receives less than \$120,000 in total Federal awards per year.
 - 2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on all Federal cash balances.
 - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out report.LOCAL GOVERNMENTS ONLY:

Except for interest earned on advance of funds exempt under the inter-governmental Cooperation Action (31 U.S.C 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), Subrecipients shall promptly, but at least quarterly, remit interest earned on advances to DEO. Subrecipient may keep interest amounts up to \$500 per year for administrative expenses.

Except as provided for advance payments, Subrecipient may temporarily invest grant funds, but any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement amount. Any interest income earned by the temporary investment of these grant funds that is not applied against DEO's obligation to pay shall be returned to DEO at the time of submission of the final close-out report.
- N. PROGRAM INCOME: Pursuant to 2 C.F.R. § 200.307, Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by DEO.

- O. APPEALS SYSTEM: All complaints received by DEO will be referred to Subrecipient. Subrecipient must have a written appeals system that is:
1. adopted by the Board of Directors;
 2. formatted as a Subrecipient handout;
 3. posted in the client intake area of Subrecipient's agency; and
 4. provided to those applying for weatherization services.

Sample format:

Subrecipient Appeals System

In the event of a complaint/appeal, the complaint/appeal shall first be heard by the:

Maintenance and Construction Coord, Fire (Title of Position)

Should the first designated party be unable to resolve the difficulty, the second complaint/appeal will be heard by:

Manager, Community Action Division (Title of Position).

Should the second level complaint/appeal be unable to resolve the difficulty, the final hearing will be held by:

Weatherization Assistance Program (WAP) Committee (Committee or Full Board).

- P. LIABILITY INSURANCE: Pursuant to 2 C.F.R. § 440.18, Subrecipient and Subrecipient's contractors are required to have sufficient liability insurance coverage for performing weatherization-funded activities. In addition, Subrecipients must have Pollution Occurrence Insurance (POI), whether included, added to, or a separate general liability insurance policy. Costs may be charged as a separate line item on the Financial Status Report.

Subrecipients must ensure that each contractor is adequately or covered by Subrecipient's policy. Documentation to substantiate all insurance coverage will be reviewed during monitoring visits. Failure to have adequate insurance coverage may result in all reimbursement requests being withheld until compliance is met. Only those contractors who have been trained on Lead Safe Weatherization techniques and have POI (or are under Subrecipient's policy) may work on pre-1978 dwellings that Subrecipient has confirmed have lead paint that will be disturbed through weatherization activities.

PROGRAMMATIC CHANGES: Subrecipient will follow the procedures and guidelines provided in the latest version of the WAP Procedures Manual. Programmatic and guideline changes during an agreement period may be provided to Subrecipient through a State Weatherization Program Notice and are to be considered as updates and become effective upon the date indicated on the Program Notice. The State Program Notice will be sent to Subrecipient's Agreement Manager to the email address stated in Attachment J, *Subrecipient Information*, of this Agreement. Subrecipient agrees to be bound by all currently effective State Weatherization Program Notices previously issued by DEO.

- R. INFORMAL MODIFICATIONS: Any changes to this Agreement must be in writing and signed by both parties as required in Paragraph (8), and noticed as provided in Paragraph (16) of the Agreement.

S. MONITORING:

1. DEO shall conduct a full onsite review of Subrecipient at least once during the Agreement period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any contractors with whom Subrecipient contracts to carry out program activities.
2. DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.
3. DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and Federal funding agency.

T. OTHER PROVISIONS:

1. In addition to all other record keeping, public records, and audit requirements set forth in this Agreement, Subrecipient shall make available all books, records, and documents required to be maintained under this Agreement available for copying and mechanical reproduction on or off the premises of Subrecipient.
2. If the U.S. Department of Health and Human Services or the U.S. Department of Energy initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.

**FY 2016 WAP AGREEMENT
ATTACHMENT C
REPORTS**

A. Annual reports:

- (1) Close-out Report: The WAP Close-Out Report is due thirty calendar days after termination of the Agreement or thirty calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the thirtieth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the WAP Close-out Financial Status Report (FSR), the Close-out Summary form; the Close-out Equipment Inventory form; a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.
- (2) IRS Form 990: Subrecipient verifies that if Subrecipient is below the \$750,000 threshold for all Federal awards in its fiscal year, is a non-profit entity, and is exempt from the Federal single audit act requirements, then Subrecipient has submitted a copy of its most recent IRS form 990 with its Agreement proposal.

B. Monthly reports: The WAP monthly FSR must be provided to DEO no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the report regardless of whether funds were expended. Reimbursement of expenditures shall be based on this report. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. Subrecipient must submit the FSR in DEO's current eGrants, as well as a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend day or holiday, the FSR shall be due on the next business day. The FSR must be signed and dated.

- (1) Each FSR shall contain the following information
 - a. All expenditures that occurred during the reporting month;
 - b. The amount of reimbursement requested;
 - c. The number of dwellings weatherized; and
 - d. An attestation, signed by an authorized signatory, that Subrecipient was open and operating during its reported business hours.
- (2) Each completed dwelling reported, will have a Building Work Report package consisting of a completed:
 - a. Building Work Report (BWR);
 - b. Client Intake Form; and,
 - c. Quality Control Inspection (QCI) Report.
- (3) DEO shall review each FSR for compliance with the requirements as stated in Attachment A, *Scope of Work*, of this Agreement.

C. Monthly Expenditure Tracking System (METS) Reports:

Mid Agreement METS is due to DEO by the 21st day of the 7th month of this Agreement. If the twenty-first day of the seventh month falls on a weekend day or holiday, the mid-agreement report shall be due no later than the next business. Subrecipient will submit:

- (1) A completed METS to include all Program Support and Admin line item actual costs incurred by Subrecipient through the 6th month of this Agreement.
 - (2) A Revenue and Expenditure spreadsheet (or applicable fiscal supporting document) that will provide the actual expenditure amounts per month to date that support the METS totals.
Upon DEO receipt of these documents, DEO staff will compare the FSR PS and Admin amounts with the METS PS and Admin amounts and supporting spreadsheets. Subrecipient will be notified if any other supporting documentation is needed based upon the results of this review. DEO may, in its sole discretion, schedule an on-site monitoring review if DEO based on the information contained in the reports.
- D. Cost Limits for Materials/Labor/Program Support, and Admin:
- (1) If Subrecipient is exceeding the average cost per unit threshold or the Admin 5% threshold, it will then be required to submit a 9th month METS along with a Revenue and Expenditure Report to date in the 10th month.
 - (2) During the program year, if DEO determines that the average cost per unit will exceed the maximum allowable annual average cost per unit, additional cost restrictions may be imposed. Implementation of these limits will be based on data gathered by the State regarding actual cost averages and may be imposed on one or all subrecipients, as needed. The DEO Grant Manager will notify Subrecipient of the cost restrictions to be implemented and procedures for implementing the restrictions. Upon receipt of such notification, Subrecipient will be required to implement this procedure for all dwelling units for which materials have not been ordered or for which a job order has not been issued to a contractor.
 - (3) Failure by Subrecipient to expend all program funding by the end of the Agreement period may result in it being placed in a probationary status for future WAP agreements.
- E. Close-out METS:
- A Close-out METS with the last FSR expending the remaining balance of funding in the Agreement is submitted to DEO. Subrecipient will provide a METS that includes the costs charged in all budget cost categories along with the supporting spreadsheet. **Subrecipient cannot exceed the percentage cap for Admin or the threshold Average Cost Per Unit, at the end of the Agreement period.**
- During the Agreement period, DEO staff will conduct an on-site monitoring visit to Subrecipient. This visit will include a review of the documentation that supports the Program Support and Administrative charges reported for a minimum of three FSRs.
- F. Semi Annual Success and Leverage Reports
- Semi Annual Success and Leverage Reports are due to DEO on or before October 21, 2016, and April 21, 2017. In the event that the twenty-first day of either month falls on a weekend day or holiday, the reports shall be due no later than the next business day.
- 1) On the Success Reports, Subrecipient shall provide: a) copies of thank-you correspondences from clients who received weatherization services; b) information on any events Subrecipient participated in that promoted the WAP locally; c) any milestone reached by Subrecipient that relates to the WAP.
 - 2) On the Leverage Reports, Subrecipient shall provide: a) sources of leverage activities; b) amount of funding provided, and c) the types of leverage activities utilized on the dwellings during the six month period. Utility rebate funds and donation of materials or volunteer labor should also be included in this report.

G. Monitoring:

At a minimum, DEO will conduct one (1) on-site monitoring visit to Subrecipient during the Agreement period. This monitoring will address Subrecipient's fiscal and programmatic administration of the WAP. In addition, a minimum of five percent (5%) of dwellings projected to be weatherized (reference Exhibit 3 to Attachment A, *Schedule of Deliverables*) during the Agreement period will be inspected. An additional 5% of dwellings will be inspected if Subrecipient has implemented the Level #2, Independent Auditor / Quality Control Inspection process.

H. Monitoring Report:

Within 35 days after the completion of the monitoring visit, DEO will issue a monitoring report outlining the results and any corrective actions required to be implemented by Subrecipient for any non-compliance issues discovered during this visit. Issues may be classified as a major or minor finding or an observation. A major finding is a noncompliance issue that is of significant concern. A minor finding is a noncompliance issue that is of secondary concern, such as a small file omission. Observations are to assist with compliance of program requirements; to enhance or improve service; or, to share best practices.

I. Monitoring Report Responses:

Subrecipient shall provide a written response to DEO for all monitoring report findings or observations no later than 30 calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the thirtieth day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

J. Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. Subrecipient may utilize one of the following options:

- (1) Cost Allocation Plan: Per 2 C.F.R. 200.405, to document this, Subrecipient must submit copies of its written Cost Allocation Plan to DEO with this Agreement.
- (2) Indirect Cost Rate Proposal: Per 2 C.F.R. 200.414, this is the amount charged through indirect cost allocation plans approved by Subrecipient's cognizant Federal agency, the rate negotiated between DEO and Subrecipient (in compliance with 2 C.F.R. part 200), or the 10% *de minimis* rate as applied to Modified Total Direct Cost as allowed by the Uniform Guidance. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is entitled to use that rate and include a statement to that effect.

K. Other reports: Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.

L. Report Submission:

Unless otherwise noted, reports shall be submitted to DEO's Grant Manager as stated in Paragraph (14) of this Agreement. Failure to submit reports by the required due date, may result in the withholding of any pending or future payments until the reports are received.

FY 2016 WAP AGREEMENT
ATTACHMENT D
JUSTIFICATION OF ADVANCE PAYMENT

Indicate by checking one of the items below if you are requesting an advance. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. If an advance payment is requested, the below budget data on which the request is based must be completed.

| | |
|-------------------------------------|---|
| NO ADVANCE PAYMENT REQUESTED | Check here: <input checked="" type="checkbox"/> <u> </u> Payment will be solely on a reimbursement basis. No Additional information is required. |
| 60 DAY ADVANCE REQUESTED | Check here: <input type="checkbox"/> <u> </u> Advance payment of \$ <u> </u> is requested. Balance of payments will be made on reimbursement basis. These funds are needed to pay staff, award benefits to clients, and purchase supplies and equipment. Subrecipient would not be able to operate the program without this advance. |

ADVANCE CALCULATION

| | | |
|----|--|----|
| A. | Number of Units expected to be completed in 60 days: | |
| B. | Line A times the maximum of \$7,105 | \$ |
| C. | Direct Charge Line Items for first 60 days: | \$ |
| D. | Subtotal of Lines B & C: | \$ |
| E. | Administrative expenses for first 60 days: (Cannot exceed 5% of Line D) | \$ |
| F. | Advance Requested (Total Lines D & E): | \$ |

ADVANCE REQUEST FOR MORE THAN 60 DAYS

If Subrecipient determines that it requires an advance amount to cover more than 60 days, it must complete the above **ADVANCE CALCULATION** worksheet, include a written justification to support the exceptional circumstances, and include a line item budget detail of the projected expenditures for consideration.

TRACKING OF ADVANCE EXPENDITURES

Subrecipient is allowed to request an advance amount of Agreement funding to ensure timely payment of contractors along with covering the initial operational/overhead costs for providing weatherization services. However, any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. To ensure compliance with this directive:

- a) DEO will compare the advance amount received by Subrecipient with the total to date expended amount on Subrecipient's second FSR to determine if an amount equal to the advance amount received has been expended.

- b) If Subrecipient has not expended an amount equal to the initial advance, DEO staff will contact Subrecipient to determine if there is a reasonable justification for not meeting this goal. That justification along with any supporting documentation shall be submitted in writing to DEO for review.
- c) If the justification is not approved, an adjustment may be made to Subrecipient's reimbursement request amount on Subrecipient's second FSR. The requested reimbursement amount may be reduced by the unexpended balance remaining on the advance. This reduction will reduce the cash advance amount Subrecipient will have on hand to meet expenditures.
- d) DEO will track the monthly expenditure amount of Subrecipient through the remainder of the Agreement period. If Subrecipient fails to demonstrate the need for the advance amount provided over the course of two consecutive FSRs, an adjustment to the latest FSR reimbursement request may be made.
- e) Subrecipient's performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future agreements.

JUSTIFICATION STATEMENT

[Please insert or attach a justification statement as required by subparagraph (4)(b) of this Agreement if an advance payment is requested.]

**FY 2016 WAP AGREEMENT
ATTACHMENT E
PROPERTY MANAGEMENT AND PROCUREMENT**

Subrecipient shall comply, at a minimum, with the property management and procurement standards for property (as defined in 2 C.F.R. 200.81) in 2 C.F.R. part 200, and 10 C.F.R. part 600, as applicable.

- A. All property purchased, in whole or in part, with funds from this Agreement must be listed on the property records of Subrecipient. Said listing must include a description of the property, a serial number or other identification number, the funding source of the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use, and condition of the property, and any transfer, replacement or ultimate disposition data including the date of disposal and sale price of the property, if applicable.
- B. Subrecipient must take a physical inventory of the property acquired, in whole or in part, with funds from this Agreement, reconcile the results of the inventory with the property records, and submit to DEO, a written property inventory list and reconciliation report, at least once a program year. Additionally, such a list and report must be submitted to DEO upon DEO's request. This annual comprehensive property inventory list and reconciliation report is separate and apart from, and in addition to, the written, quarterly equipment inventory described in Attachment A, *Scope of Work, VIII. Equipment Inventory*, of this Agreement.
- C. Ownership of all property acquired, in whole or in part, with funds from this Agreement is vested in DEO upon completion, including termination, of the Agreement, and as such, any title to such property must be vested in DEO by Subrecipient upon completion, including termination, of the Agreement. If Subrecipient comingles funds from this Agreement, all property purchased, in whole or in part, using funds from the account(s) in which any funds from this Agreement are placed, is considered "property acquired, in whole or in part, with funds from this Agreement" as described herein.
- D. Real property, equipment, and intangible property that are acquired or improved, in whole or in part, with funds from this Agreement must be held in trust with the State of Florida as the trustee for the beneficiaries of the WAP. The State of Florida is entitled to record liens or other appropriate notices of record to indicate that person or real property have been acquired or improved with Federal funds and that use and disposition conditions apply to the property.
- E. Subrecipient shall comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

**FY 2016 WAP AGREEMENT
ATTACHMENT F
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share of part of this Agreement or to any benefit to arise from the same.

B. Interest of Members, Officers, or Employees of Subrecipient, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of Subrecipient, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, may have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Subrecipient shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with section 112.061, F. S.

C. Nepotism

Subrecipient agrees to be bound by the provisions of section 112.3135, F. S., pertaining to nepotism in its performance under this Agreement

D. Assurances

Subrecipient hereby assures and certifies as a condition of receipt of Agreement funding, that it, and its contractors, will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of Agreement funding, Subrecipient assures and certifies that:

- (1) Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.
- (2) Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard its assets, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with DEO's prescribed management policies.
- (3) Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.

- (4) Subrecipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the Agreement, including those of any contractors.
 - (5) Subrecipient will comply with all of the provisions and practices outlined in DEO's most current monitoring manual.
 - (6) Subrecipient verifies that its application and all its attachments, including budget data, are true and correct.
 - (7) Subrecipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. Subrecipient further agrees that the above language will be included in any subawards which contain provisions for children's services and that Subrecipient shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
 - (8) Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: and 2 C.F.R. part 902.
- E. Subrecipient's contractors must maintain valid licenses that comply with all State and local laws, ordinances, and regulations. Each contractor shall be appropriately licensed to cover each activity it is performing pursuant to this Agreement. Subrecipient shall maintain copies of all contractor licenses (current for the program year when the work is performed), as well as a copy of each contractor's liability insurance policy.
- F. To the maximum extent practicable, the use of services provided under this Agreement shall be coordinated with other Federal, State, local, or privately funded programs in order to improve energy efficiency and to conserve energy.
- G. Subrecipient will permit attendance by DEO's representatives at any meetings of Subrecipient's Board of Directors, executive committee, or legislative body.

**FY 2016 WAP AGREEMENT
ATTACHMENT G
WARRANTIES AND REPRESENTATIONS**

A. Financial Management

Subrecipient warrants that its financial management system shall provide the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Subrecipient shall safeguard all assets and ensure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information shall be related to performance and unit cost data.
- (5) Written procedures for determining whether costs are allowed and reasonable under the provisions of 2 C.F.R. part 200, as adopted and amended by DOE at 2 C.F.R. part 910.
- (6) Cost accounting records that are supported by backup documentation.

B. Competition

Subrecipient warrants the following:

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.
- (3) Awards shall be made to the bidder, or offeror, whose bid, or offer, is responsive to the solicitation and is most advantageous to Subrecipient, considering the price, quality, and other factors.

- (4) Solicitations shall clearly set forth all requirements that the bidder, or offeror, must fulfill in order for the bid, or offer, to be evaluated by Subrecipient. Any and all bids or offers may be rejected when it is in Subrecipient's interest to do so.

C. Codes of Conduct

Subrecipient warrants the following:

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

D. Business Hours

Subrecipient warrants that it shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, on (days) (Monday) through (Friday), and from (times) (8:00 a.m.) to (5:00 p.m.).

E. Licensing and Permitting

Subrecipient warrants that all contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

FY 2016 WAP AGREEMENT
ATTACHMENT H
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

NOTE: Prior to issuing subawards and contracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <https://www.sam.gov>.

- A. If Subrecipient will not issue any subawards or contracts under this Agreement, Subrecipient shall mark here that this Attachment H is Not Applicable: N/A.
- B. If Subrecipient will issue subawards or contracts under this Agreement, Subrecipient shall complete the following information for each contractor:
1. The prospective contractor of Subrecipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. If Subrecipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

| | |
|---------------------------|-------------------------------|
| _____ (Type Name) | _____ Subrecipient's Name |
| By _____ Signature | |
| _____ Name & Title | _____ DEO Agreement Number |
| _____ Street Address | |
| _____ City, State, Zip | |
| _____ Date | |

FY 2016 WAP AGREEMENT

ATTACHMENT I

Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)),

(taken from 2 C.F.R. § 175.15)

I. Trafficking in persons.

a. The following provisions are applicable to a subrecipient that is a private entity:

1. You as Subrecipient, your employees, contractors under this subaward, and contractors' employees may not--
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the subaward.
2. We as the Federal pass-through entity may unilaterally terminate this subaward, without penalty, if you or a contractor that is a private entity --
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the DEO official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either,
 - A. Associated with performance under this award; or
 - B. Imputed to you or the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 901.

b. The following provisions are applicable to a subrecipient that is not a private entity:

We, as the Federal pass-through entity, may unilaterally terminate this subaward, without penalty, if a contractor that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1. of this subaward term; or
2. Has an employee who is determined by DEO official authorized to terminate the subaward to have violated an applicable prohibition in paragraph a.1. of this award term through conduct that is either:
 - i. Associated with performance under this subaward; or
 - ii. Imputed to the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 901.

c. The following provisions are applicable to all subrecipients:

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this subaward.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to, or any contract with a private entity.
- d. Definitions. For purposes of this subaward term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a contractor who is engaged in the performance of the project or program under this subaward; or
 - ii. Another person engaged in the performance of the project or program under this subaward and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

FY 2016 WAP AGREEMENT
ATTACHMENT J
SUBRECIPIENT INFORMATION

Please complete all information applicable to your organization.

1. Subrecipient's full legal name:

Orange, County of

2. Subrecipient's mailing address (warrant will be mailed to this address):

Sherry Paramore, 2100 E. Michigan Street, 2nd floor

City Orlando

Zip Code: 32806

Telephone: 407-836-7505

FAX Number: 407-836-7510

3. Street Address (if different from above):

4. Chief Elected Official:

Teresa Jacobs

(Name)

E-mail address: Teresa.Jacobs@ocfl.net

Orange County Mayor

(Title)

FAX Number: _____

5. Executive Director:

Sherry Paramore

(Name)

E-mail address: Sherry.Paramore@ocfl.net

Division Manager

(Title)

FAX Number: 407-836-7510

6. WAP Project Coordinator:

Cofer Taylor

(Name)

Telephone: 321-303-7338

E-mail address: Cofer.Taylor@ocfl.net

Orange County Community Action

(Title – agency designation)

FAX Number: _____

7. Finance Director:

Martha O. Haynie

(Name)

E-mail address: MarthaOHaynie@occompt.com

Orange County Comptroller

(Title)



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

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

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


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

SH/kp

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

**Orange County Family Services Head Start Division
Standard Operating Procedures**

| | |
|--|--|
| Disabilities Service Plan | |
| Coordination of Special Needs | 1308.4(a)(1), 1308.18(a), 1308.20 1304.21(a)(1)(iii)&(c)(1)(iii), 1304.10(f)(4)(ii) |
| Referrals for Evaluations and Diagnosis through the Local Education Agency (LEA) & Contracted Providers | 1308.4(f)(2) & 1308.6(e)(2) |
| Agreements with Service Providers | 1308.4(h) |
| Collaboration with Orange County School Board (OCPs) | 1308.4(l) |
| Disabilities/Mental Health Service Budget | 1308.4(n) |
| Early Childhood Development and Health Services | |
| Completion of Development Screening | 1304.20(b)(1); 1308.6(b&d) |
| Individualized Service Plan (ISP); Development; Multidisciplinary Team (MDT) | 1304.20 (f)(iii-iv), 1308.69e(5) & 1308.19 |
| Lesson Plan Documentation | 1304.21(a) & (c)(2) |
| Domain Day Activities | 1304.21(a)(4)(i & iv) |
| Child Observations | 1304.21(c)(2) |
| Child Portfolios | 1304.21(c)(2) |
| Accommodation of Children with Health Care of Disability/Mental Health Needs | 1304.22(b)(2) |
| Conditions of Short-Term Exclusion | 1304.22(b)(2) |
| Mental Health and Disability Education | 1304.24(a)(1)(i-iv) & (3)(ii), 1304.20(b)(3), 1308.4(o)(7), 1308.21(a)(2), 1304.40(f)(4) |
| Mental Health Services for Children, Families and Staff | 1304.24(a)(2) & 1304.52(d)(4) |
| Individual Behavior Plans | 1304.24(a)(3)(i) |
| Mental Health Professional Consultations with Parents and Staff | 1304.24(a)(3)(i-iv) |
| Behavioral/Mental Health Referrals | 1304.24(a)(3)(iii) |
| Education Services Performance Standards | |
| Individualized Service Plan(ISP); Development; Multidisciplinary Team (MDT) | 1308.19 |
| Educational Approach Consistent with Individual Education Plan (IEP) and Individual Service Plan (ISP) Goals | 1308.19(e)(4) |
| ERSEA | |
| Head Start Enrollment Boundaries | 1305.3(g)(2) |
| Family and Community Partnerships | |
| Disabilities/Mental Health Transition Services | 1304.41(c)(1), 1304.40(h)(1&4), 1308.21(a)(1-10) |
| Florida Department of Children and Families Child Care Standards Administrative Code | |
| Reassignment of Children | Section 65C-22.001(10), Florida Statutes |
| Release of Children to Authorized Individuals | Section 65C-22.006(3)(b) Florida Statutes |
| Program Design and Management | |
| Disability/Mental Health Planning | 1304.51(a)(2) |
| Monitoring Child Outcomes | 1304.51(i)(2) |
| Accessibility of Facilities | 1304.53(a)(10)(xviii) |
| iPads in the Classroom | 1304.53(b)(1), 1304.21(a)(5) & Orange County Policy Manual & Operational Regulations 405: Use of County Property |
| Social Services Performance Standards | |
| Recruitment of Children with Disabilities | 1308.5(a-f) |
| No Denial of Placement Based on Disability | 1308.5(c)(1-4) & 1304.22(b)(2) |
| Transportation Requirements | |
| Transportation Log | 1310.10(g) |
| Orange County Policy & Operational Regulation | |
| Non-Fraternalization | 401 & 103 |

| | |
|---|---|
|  Family Services Department | Head Start Division Standard Operating Procedures Disabilities Service Plan |
| Title: | Coordination of Special Need Services |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Purpose and Score of Disabilities Service Plan: 1308.4(a)(1); Disabilities/Health Services Coordination: 1308.18(a); Nutrition Services: 1308.20; Education and Early Childhood Development: 1304.21(a)(1)(ii)&(c)(1)(iii); Family partnerships: 1304.40(f)(4)(ii) | <p>(a) A Head Start grantee, or delegate agency, if appropriate, must develop a disabilities service plan providing strategies for meeting the special needs of children with disabilities and their parents. The purposes of this plan are to assure: (1) That all components of Head Start are appropriately involved in the integration of children with disabilities and their parents.; (c) Child development and education approach for preschoolers.(1) Grantee and delegate agencies, in collaboration with the parents, must implement a curriculum that: (iii) Integrates all educational aspects of the health, nutrition, and mental health services into program activities; (a) The grantee must ensure that the disabilities coordinator and the health coordinator work closely together in the assessment process and follow up to assure that the special needs of each child with disabilities are met.; (a) The disabilities coordinator must work with staff to ensure that provisions to meet special needs are incorporated into the nutrition program. (b) Appropriate professionals, such as physical therapists, speech therapists, occupational therapists, nutritionists or dietitians must be consulted on ways to assist Head Start staff and parents of children with severe disabilities with problems of chewing, swallowing and feeding themselves. (c) The plan for services for children with disabilities must include activities to help children with disabilities participate in meal and snack times with classmates. (d) The plan for services for children with disabilities must address prevention of disabilities with a nutrition basis.; a) Child development and education approach for all children. (1) In order to help children gain the skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life, grantee and delegate agencies' approach to child development and education must: (ii) Be inclusive of children with disabilities, consistent with their Individualized Family Service Plan (IFSP) or Individualized Education Program (IEP); (f) Parent involvement in health, nutrition, and mental health education. (4) Grantee and delegate agencies must ensure that the mental health education program provides, at a minimum (see 45 CFR 1304.24 for issues related to mental health education): (ii) Individual opportunities for parents to discuss mental health issues related to their child and family with program staff;</p> |

I. Purpose

To ensure the Disabilities/Mental Health Service Area coordinates with the Education, Health, Nutrition, and Family & Community Engagement Service Areas to assist staff in identifying and serving children with special needs.

II. Procedures

Coordination of Disabilities/Mental Health Concerns with Education

1. Disabilities/Mental Health staff will discuss all the children with identified concerns with teaching staff.
2. Disabilities/Mental Health staff will provide technical assistance to center staff on proper inclusion practices to allow children the full range of classroom activities.
3. Disabilities/Mental Health and Child Development & Education staff will collaborate to conduct classroom observations and provide technical assistance to teaching staff to ensure they are: (1) making earlier and more accurate identification of children with special needs; (2) helping children progress toward meeting IEP and school readiness goals.



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**Head Start Division
Standard Operating Procedures**

Early Childhood Development and Health Services

Title:

Coordination of Special Need Services (continued)


4. The Disabilities/Mental Health staff will provide technical assistance to teaching staff on strategies to work with identified children and make referrals for assistance with classroom management strategies, if necessary.
5. Disabilities/Mental Health staff will support the relationship between teaching staff and therapists who provide services to children.

Coordination of Disabilities/Mental Health Concerns with Health and Nutrition Services

1. When Disabilities/Mental Health staff identify children who have health concerns they will coordinate with or make a referral to Health Services staff to determine if further services are needed.
2. Disabilities/Mental Health staff will provide support services to families and staff, as needed, when the Health concern impacts the service delivery to the child with special needs.

Coordination of Disabilities/Mental Health Concerns with Family & Community Engagement Services

1. Disabilities/Mental Health staff will discuss with Family & Community Engagement (FCE) staff all children with identified concerns.
2. Disabilities/Mental Health staff will collaborate with FCE staff for the provision of services and address any family issues that may impact service delivery to the child.

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|  Family Services Department | Head Start Division Standard Operating Procedures Disabilities Service Plan |
| Title: | Referrals for Evaluations and Diagnosis through the Local Education Agency (LEA) & Contracted Providers |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Purpose and Scope of Disabilities Service Plan: 1308.4(f)(2) & 1308.6(e)(2) | (f) The disability service plan must contain: (2) Procedures for making referrals to the LEA for evaluation to determine whether there is a need for special education and related services for a child, as early as the child's third birthday.(e) The disabilities coordinator must arrange for further, formal, evaluation of a child who has been identified as possibly having a disability, the third step. (2) If the LEA does not evaluate the child, Head Start is responsible for arranging or providing for an evaluation, using its own resources and accessing others. |

I. Purpose

To ensure that referrals are made to contracted providers and the Local Education Agency (LEA) for evaluation and diagnosis.

II. Procedures

Referrals to the LEA

1. Disabilities/Mental Health staff will determine when referrals for further evaluation is needed based on screening results, parental concern, or ongoing assessment to include the following:
 - Children who enter Head Start previously screened at Preschool Diagnostic and Intervention Services (PDIS)
 - Children who enter Head Start with a private evaluation indicating severe delays
 - Children who enter Head Start with an Individual Family Service Plan (IFSP) who did not transition
 - Children who enter Head Start and upon initial observation exhibit significant delays
 - Children who enter Head Start and fail the initial forty-five 45 day screenings
 - Children who are identified by the contracted provider
 - Children waiting for an evaluation through the LEA
2. Disabilities/Mental Health staff will contact parents/legal guardians to discuss developmental concerns and the referral process through the LEA and contracted providers.
3. Disabilities/Mental Health staff will coordinate and schedule the initial appointment with the appropriate service provider for the comprehensive evaluation at the child's Head Start center.



Family Services Department

Head Start Division
Standard Operating Procedures

Disabilities Service Plan

Title:

Referrals for Evaluations and Diagnosis through the Local Education Agency (LEA) & Contracted Providers (continued)

4. Disabilities/Mental Health staff will secure the following portfolio contents to provide to the LEA at least one (1) week prior to the scheduled appointment:
 - Authorization for Release of Confidential or Protected Health Information
 - Referral paperwork
 - Permissions for evaluation
 - Parent intake packet
 - Proof of residency
 - Birth certificate
 - Current Learning Assessment Profile-Developmental (LAP-D), speech/language and social/emotional screenings, hearing/vision screening results
 - Any other pertinent evaluations or information
5. Disabilities/Mental Health staff will provide teaching staff and Community Service Worker (CSW) with copies of the scheduled appointment. A copy is also filed in the child's comprehensive file to denote the plan to address identified concerns.
6. Disabilities/Mental Health staff in collaboration with the Center Supervisor will ensure the availability of space at the Head Start center.
7. Disabilities/Mental Health staff will ensure the availability of an interpreter for parents/legal guardians and children whose primary language is not English, through collaboration with the Head Start team and/or private contractors.
8. Disabilities/Mental Health staff will attend evaluation appointments as necessary.
9. The LEA will notify the parent/legal guardian of the date and time of the staffing meeting on the day of the evaluation. The LEA will also notify teaching staff and the Disabilities/Mental Health staff.
10. Disabilities/Mental Health staff will remind teaching staff and the parent/legal guardian of the scheduled staffing meeting to ensure attendance.
11. The staffing meeting is held to discuss the results of the comprehensive evaluation and to determine eligibility. If the child meets eligibility, an Individualized Education Plan (IEP) or Individual Service Plan (ISP) is developed. If the child does not meet eligibility, a Did Not Qualify (DNQ) meeting is held.

Referrals to Contracted Providers:

1. Disabilities/Mental Health staff will determine when referrals for further evaluation is needed based on screening results, parental concern, or ongoing assessment to include the following:
 - Children waiting for an evaluation through the LEA
 - Children who enter Head Start and fail the initial (forty-five) 45 day screenings



Family Services Department


Head Start Division
Standard Operating Procedures

Disabilities Service Plan

Title:

Referrals for Evaluations and Diagnosis through the Local Education Agency (LEA) & Contracted Providers (continued)

2. Disabilities/Mental Health staff will contact parents/legal guardians to discuss developmental concerns and the contracted provider's referral process.
3. Disabilities/Mental Health staff will secure the referrals and necessary permissions for the evaluation.
4. Disabilities/Mental Health staff will refer children to the appropriate service provider for evaluation.
5. Upon completion of the evaluation, the Disabilities/Mental Health staff will schedule a Multidisciplinary Team Staffing meeting to discuss the results. This meeting is scheduled in coordination with parents/legal guardians, teaching staff, Center Supervisor, and CSW.
6. This meeting is held to discuss the results of the evaluation. If the child is eligible for services, an Individual Service Plan (ISP) is developed. If the child is not eligible for services, a DNQ meeting is held.


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|  Family Services Department | Head Start Division Standard Operating Procedures Disabilities Service Plan |
| Title: | Agreements with Service Providers |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Purpose and Scope of Disabilities Service Plan: 1308.4(h) | (h) The grantee or delegate agency must arrange or provide special education and related services necessary to foster the maximum development of each child's potential and to facilitate participation in the regular Head Start program unless the services are being provided by the LEA or other agency. The plan must specify the services to be provided directly by Head Start and those provided by other agencies. The grantee or delegate agency must arrange for, provide, or procure services which may include, but are not limited to special education and these related services: (1) audiology services, (2) physical therapy, (3) occupational therapy, (4) speech or language services, (5) psychological services, (6) transportation, and (7) assistive technology. |

I. Purpose

To update agreements, contracts, or Memorandums of Understanding (MOUs) as needed with providers for special services as required.

II. Procedures

1. The Disabilities/Mental Health staff will set up meetings, as necessary, with the Local Education Agency (LEA) and other service providers to review existing agreements, contracts, and MOUs for changes in service provisions or requirements.
2. The draft proposal of contracts, agreements, bid proposals, MOUs or renewal information is submitted to the Contract Administrator for processing.
3. Disabilities/Mental Health staff will follow up with service providers as needed or requested to obtain updates and/or discuss any questions concerning the contract, agreement, or renewal.
4. Disabilities/Mental Health staff will obtain proof that all providers have appropriate background checks and current licenses for their field of service.
5. Upon the finalization and approval of the agreements, contracts, or bid, the Disabilities/Mental Health staff will maintain all documents in unit files.
6. Disabilities/Mental Health staff will review contracts on an ongoing basis or as needed to ensure compliance.
7. Upon receipt of invoices for services provided, Disabilities/Mental Health staff will ensure accuracy and submit the original to the Sr. Program Manager for Childhood Health and Developmental Services for approval and forward to the fiscal representative for payment. One signed copy is maintained in unit files.


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|  Family Services Department | Head Start Division Standard Operating Procedures Disabilities Service Plan |
| Title: | Collaboration with Orange County School Board (OCPS) |
| Revision Date: | 07/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Purpose and Scope of Disabilities Service Plan: 1308.4 (I) | (I) The disabilities service plan must include commitment to specific efforts to develop interagency agreements with the LEAs and other agencies within the grantee's service area. If no agreement can be reached, the grantee must document its efforts and inform the Regional Office. |

I. Purpose

To maintain ongoing collaboration with the Local Education Agency (LEA) to maintain 10% total enrollment for children with disabilities.

II. Procedures

1. Disabilities/Mental Health staff will set up meetings, at least annually, with the LEA to review existing agreements and new collaboration opportunities. The agreement must include:
 - Participation in Child Find efforts
 - Joint trainings of staff and parents
 - Procedures for referrals and evaluations, IEP meetings, and placement decisions
 - Transition
 - Resource sharing
 - Reporting number of children receiving services under IEPs for the December 1st count
2. Disabilities/Mental Health staff will submit any necessary revisions of the agreement to the Contracts Administrator for processing.

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|  Family Services Department | Head Start Division Standard Operating Procedures Disabilities Service Plan |
| Title: | Disabilities/Mental Health Services Budget |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Purpose and Scope of Disabilities Service Plan: 1308.4(n) | (n) The grant application budget form and supplement submitted with applications for funding must reflect requests for adequate resources to implement the objectives and activities in the disability services plan and fulfill the requirements of these Performance Standards. |

I. Purpose

To ensure that the annual budget proposal for the provision of Disabilities/Mental Health Services is submitted.

II. Procedures

1. Disabilities/Mental Health staff will review expenditures of previous fiscal years and establish required funding for services.
2. Disabilities/Mental Health staff will review updated contracts/agreements for possible changes in rates/fees for services.
3. Disabilities/Mental Health staff will make a projection of services needed for the new school year based on returning children and the pre-application/waiting list.
4. Disabilities/Mental Health staff will submit the budget proposal to the Senior Program Manager of Childhood Health and Developmental Services for review and presentation to management/Division Manager.
5. The Sr. Program Manager of Childhood Health and Developmental Services, or designee, will review budget expenditures monthly.



**Head Start Division
Standard Operating Procedures**

Family Services Department

Disabilities Service Plan

Title:

Completion of Developmental Screenings

Revision Date:

7/29/2015

Policy Council Approval Date:

11/19/2015

BCC Approval Date

XX/XX/2016

**Purpose and Scope of
Disabilities Service Plan:
1304.20(b)(1); 1308.6(b & d)**

(b) Screening for developmental, sensory, and behavioral concerns. (1) In collaboration with each child's parent, and within 45 calendar days of the child's entry into the program, grantee and delegate agencies must perform or obtain linguistically and age appropriate screening procedures to identify concerns regarding a child's developmental, sensory (visual and auditory), behavioral, motor, language, social, cognitive, perceptual, and emotional skills (see 45 CFR 1308.6(b)(3) for additional information). To the greatest extent possible, these screening procedures must be sensitive to the child's cultural background. (b) Screening, the first step in the assessment process, consists of standardized health screening and developmental screening which includes speech, hearing and vision. It is a brief process, which can be repeated, and is never used to determine that a child has a disability. It only indicates that a child may need further evaluation to determine whether the child has a disability. Rescreening must be provided as needed. (d) Developmental assessment, the second step, is the collection of information on each child's functioning in these areas: gross and fine motor skills, perceptual discrimination, cognition, attention skills, self-help, social and receptive skills and expressive language. The disabilities coordinator must coordinate with the education coordinator in the on-going assessment of each Head Start child's functioning in all developmental areas by including this developmental information in later diagnostic and program planning activities for children with disabilities.

I. Purpose

To ensure timely completion of the required developmental screenings: Speech/Language, Social-Emotional and the Learning Assessment Profile--Developmental (LAP-D) Screen.

II. Procedures

1. Teaching staff will complete the developmental screenings within thirty (30) calendar days of each new (NOT RETURNING) child's entrance into the program. If the child is enrolled with less than forty-five (45) calendar days left in the program year, the screening must be completed prior to the child leaving.
2. Beginning the 2nd week of school, teaching staff will complete the LAP-D Screen and Speech/Language screenings.
3. The Social-Emotional Screening will not be completed until the child has been observed for at least three (3) weeks to allow for adjustment. If the child is enrolled with less than forty-five (45) calendar days left in the program year, the screening must be completed prior to the end of school.

Note: If the child is returning, the teacher must complete a new screening at the beginning of the next school year.

4. Teaching staff keep a copy of the developmental screenings in the child's comprehensive file and portfolio.



Family Services Department

Title:

**Head Start Division
Standard Operating Procedures**

Disabilities Service Plan

Completion of Developmental Screenings (continued)

5. Developmental screenings are given to the Center Supervisor to ensure that they are complete and accurate. Developmental screenings are submitted to Disabilities/Mental Health staff accompanied by the screening cover sheet on a weekly basis. On the 30th calendar day from the 1st day of the program year. All three screenings must:
 - a. Be completed in pen
 - b. Have all questions answered
 - c. Be grouped by child and paper clipped
 - d. Be completed in the child's home language
6. For children who enrolled after the 1st day of school, developmental screenings must be completed and submitted with a screening cover sheet on the 30th calendar day from day of enrollment to the Disabilities/Mental Health staff.
7. Disabilities/Mental Health staff will review screenings and make determination for follow up.
8. Disabilities/Mental Health staff will consult with teaching staff and parents/legal guardians to discuss any identified concerns and make decisions about referrals.
9. Disabilities/Mental Health staff will enter the results of the LAP-D, Speech/Language, and Social-Emotional screenings in ChildPlus.
10. The results from the screenings will be reflected on ChildPlus Report #3030-Participant Health Summary. A copy is filed in the child's comprehensive file and a copy is provided to the parent/legal guardian.



Family Services Department

**Head Start Division
Standard Operating Procedures**

Health Services

Title:

Individualized Service Plan (ISP) Development; Multidisciplinary Team (MDT)

Revision Date:

7/29/2015

Policy Council Approval Date:

11/19/2015

BCC Approval Date

XX/XX/2016

**Assessment of Children:
1304.20(f)(iii-iv)
1308.6(e)(5) & 1308.19**

(f) Individualization of the program. (2) To support individualization for children with disabilities in their programs, grantee and delegate agencies must assure that: (iii) They participate in and support efforts for a smooth and effective transition for children who, at age three, will need to be considered for services for preschool age children with disabilities; and (iv) They participate in the development and implementation of the Individualized Education Program (IEP) for preschool age children with disabilities, consistent with the requirements of 45 CFR 1308.19.; (e) The disabilities coordinator must arrange for further, formal, evaluation of a child who has been identified as possibly having a disability, the third step. (1) The disabilities coordinator must refer a child to the LEA for evaluation as soon as the need is evident, starting as early as the child's third birthday. (2) If the LEA does not evaluate the child, Head Start is responsible for arranging or providing for an evaluation, using its own resources and accessing others. In this case, the evaluation must meet the following requirements: (i) Testing and evaluation procedures must be selected and administered so as not to be racially or culturally discriminatory, administered in the child's native language or mode of communication, unless it clearly is not feasible to do so. (ii) Testing and evaluation procedures must be administered by trained (State certified or licensed) personnel. (iii) No single procedure may be the sole criterion for determining an appropriate educational program for a child. (iv) The evaluation must be made by a multidisciplinary team or group of persons including at least one teacher or specialist with knowledge in the area of suspected disability. (v) Evaluators must use only assessment materials which have been validated for the specific purpose for which they are used. (vi) Tests used with children with impaired sensory, manual or communication skills must be administered so that they reflect the children's aptitudes and achievement levels and not just the disabilities. (vii) Tests and materials must assess all areas related to the suspected disability. (viii) In the case of a child whose primary disability appears to be a speech or language impairment, the team must assure that enough tests are used to determine that the impairment is not a symptom of another disability and a speech or language pathologist should be involved in the evaluation. (a) When Head Start provides for the evaluation, the multidisciplinary evaluation team makes the determination whether the child meets the Head Start eligibility criteria. The multidisciplinary evaluation team must assure that the evaluation findings and recommendations, as well as information from developmental assessment, observations and parent reports, are considered in making the determination whether the child meets Head Start eligibility criteria. (b) Every child receiving services in Head Start who has been evaluated and found to have a disability and in need of special education must have an IEP before special education and related services are provided to ensure that comprehensive information is used to develop the child's program. (c) When the LEA develops the IEP, a representative from Head Start must attempt to participate in the IEP meeting and placement decision for any child meeting Head Start eligibility requirements. (d) If Head Start develops the IEP, the IEP must take into account the child's unique needs, strengths, developmental potential and the family strengths and circumstances as well as the child's disabilities. (e) The IEP must include: (1) A statement of the child's present level of functioning in the social-emotional, motor, communication, self-help, and cognitive areas of development, and the identification of needs in those areas requiring specific programming. (2) A statement of annual goals, including short term objectives for meeting these goals. (3) A statement of services to be provided by each Head Start component that are in addition to those services provided for all Head Start children, including transition services. (4) A statement of the specific special education services to be provided to the child and those related services necessary for the child to participate in a Head Start program. This includes services provided by Head Start and services provided by other agencies and non-Head Start professionals. (5) The identification of the personnel responsible for the planning and supervision of services and for the delivery of services. (6) The projected dates for initiation of services and the anticipated duration of services. (7) A statement of objective criteria and evaluation procedures for determining at least annually whether the short-term objectives are being achieved or need to be revised. (8) Family goals and objectives related to the child's disabilities when they are essential to the child's progress. (f) When Head Start develops the IEP, the team must include: (1) The Head Start disabilities coordinator or a representative who is qualified to provide or supervise the provision of special education services; (2) The child's teacher or home visitor; (3) One or both of the child's parents or guardians; and (4) At least one of the professional members of the multidisciplinary team which

evaluated the child.(g) An LEA representative must be invited in writing if Head Start is initiating the request for a meeting.(h) The grantee may also invite other individuals at the request of the parents and other individuals at the discretion of the Head Start program, including those component staff particularly involved due to the nature of the child's disability.(i) A meeting must be held at a time convenient for the parents and staff to develop the IEP within 30 calendar days of a determination that the child needs special education and related services. Services must begin as soon as possible after the development of the IEP.(j) Grantees and their delegates must make vigorous efforts to involve parents in the IEP process. The grantee must:(1) Notify parents in writing and, if necessary, also verbally or by other appropriate means of the purpose, attendees, time and location of the IEP meeting far enough in advance so that there is opportunity for them to participate;(2) Make every effort to assure that the parents understand the purpose and proceedings and that they are encouraged to provide information about their child and their desires for the child's program;(3) Provide interpreters, if needed, and offer the parents a copy of the IEP in the parents' language of understanding after it has been signed;(4) Hold the meeting without the parents only if neither parent can attend, after repeated attempts to establish a date or facilitate their participation. In that case, document its efforts to secure the parents' participation, through records of phone calls, letters in the parents' native language or visits to parents' homes or places of work, along with any responses or results; and arrange an opportunity to meet with the parents to review the results of the meeting and secure their input and signature.(k) Grantees must initiate the implementation of the IEP as soon as possible after the IEP meeting by modifying the child's program in accordance with the IEP and arranging for the provision of related services. If a child enters Head Start with an IEP completed within two months prior to entry, services must begin within the first two weeks of program attendance

I. Purpose

To develop an Individualized Service Plan (ISP) for each child with an identified developmental concern and in need of related services.

II. Procedures

1. For children who are evaluated through Head Start:

- A. Within forty-five (45) calendar days upon completion of the evaluation for children with suspected disabilities or delays, Disabilities/Mental Health staff will arrange for the ISP/MDT team. The team must include:
 - Head Start Disability/Mental Health staff
 - Child's teacher, or designee, and other appropriate service area staff
 - One or both of the child's parents/legal guardians
 - At least one of the professional members of the MDT which evaluated the child
- B. Parents/Legal guardians and staff are notified in writing of the ISP/MDT date. Every effort is made either by the Disabilities/Mental Health staff, teaching staff, Community Services Worker (CSW), or Center Supervisor to ensure that the parents/legal guardians will attend the meeting.
- C. The MDT reviews evaluation reports and other pertinent information to determine eligibility for services.
- D. If the child is determined eligible for services, the ISP will include:
 - Annual goals, including short term objectives for meeting these goals
 - Statement of additional services provided by each Head Start service area, including transition services
 - Statement of specific services to be provided
 - Identification of person responsible for planning, supervision, and delivery of services
 - Projected dates for start and duration of services
 - At least annual review of objectives



Family Services Department


**Head Start Division
Standard Operating Procedures**

Health Services

Title:

**Individualized Education Plan (IEP) and Individualized Service Plan (ISP)
Development; Multidisciplinary Team (MDT) (continued)**

- Family goals and objectives related to the child's disability
 - All participants sign to verify attendance
- E. A copy of the ISP is given to teaching staff for the classroom and a copy is placed in the child's comprehensive file.
- F. Parents/Legal guardians are invited to participate in therapy sessions.
- G. Parents/Legal guardians are encouraged to maintain ongoing communication with teachers, therapists, and Disabilities/Mental Health staff regarding progress of therapy and any concerns.
- H. If a child is determined ineligible for services an MDT meeting will be held to discuss the results of the assessments with the parent/legal guardian.


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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Lesson Plan Documentation |
| Revision Date: | 7/15/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Education and Early Childhood Development: 1304.21(a) & (c)(2) | <p>a) Child development and education approach for all children. (1) In order to help children gain the skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life, grantee and delegate agencies' approach to child development and education must: (i) Be developmentally and linguistically appropriate, recognizing that children have individual rates of development as well as individual interests, temperaments, languages, cultural backgrounds, and learning styles; (ii) Be inclusive of children with disabilities, consistent with their Individualized Family Service Plan (IFSP) or Individualized Education Program (IEP) iii) Provide an environment of acceptance that supports and respects gender, culture, language, ethnicity and family composition; (iv) Provide a balanced daily program of child-initiated and adult-directed activities, including individual and small group activities; (2) Parents must be: (i) Invited to become integrally involved in the development of the program's curriculum and approach to child development and education; (ii) Provided opportunities to increase their child observation skills and to share assessments with staff that will help plan the learning experiences; (ii) Planning for routines and transitions so that they occur in a timely, predictable and unrushed manner according to each child's needs. (4) Grantee and delegate agencies must provide for the development of each child's cognitive and language skills by: (i) Supporting each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration; (ii) Ensuring opportunities for creative self-expression through activities such as art, music, movement, and dialogue; (iii) Promoting interaction and language use among children and between children and adults; and (iv) Supporting emerging literacy and numeracy development through materials and activities according to the developmental level of each child. (5) In center-based settings, grantee and delegate agencies must promote each child's physical development by: (i) Providing sufficient time, indoor and outdoor space, equipment, materials and adult guidance for active play and movement that support the development of gross motor skills; (ii) Providing appropriate time, space, equipment, materials and adult guidance for the development of fine motor skills according to each child's developmental level; and (iii) Providing an appropriate environment and adult guidance for the participation of children with special needs. (c) Child development and education approach for preschoolers. (2) Staff must use a variety of strategies to promote and support children's learning and developmental progress based on the observations and ongoing assessment of each child (see 45 CFR 1304.20(b), 1304.20(d), and 1304.20(e).</p> |

I. Purpose

To ensure that the weekly lesson plans are aligned with the eleven (11) Head Start Domains following the Modified High Scope Curriculum and reflects a high quality program.

II. Procedures


1. Teaching staff will plan developmentally appropriate activities related to the daily routine and record activities on the lesson plan.
2. The Head Start Child Development and Early Learning Framework must be integrated throughout the lesson plan by planning individual and general activities for all Head Start Domains including English Language Development (ELD) for English Language Learners (ELL), as applicable.

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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Lesson Plan Documentation (continued) |


3. All children must receive individualization for each domain in a ten (10) week period. Teaching staff must plan individual activities for each child based on their specific need in one of the domains including ELD for ELL, as applicable, and incorporate it into the Head Start Child Development and Early Learning Framework on the left side of the lesson plan.

Note: Teaching staff must plan a second individual activity for children with an Individualized Education Plan (IEP)/Individualized Service Plan (ISP) to target a skill indicated in their IEP/ISP.

4. Teaching staff will use on-going observation notes and assessment results such as Galileo, VPK Assessments, Child Portfolio contents, etc., to plan individual and small/large group activities that will improve children's school readiness skills.
5. The weekly lesson plan must have all of the following sections completed:
 - Weekly theme title
 - Date
 - Social-Emotional word
 - Book of the week
 - Field trip (if applicable)
 - Shape
 - Color
 - Number
 - Vocabulary words (3 per day, 15 per week; 1 advanced word, 1 compound, & 1 sight word)
 - Transition and IMIL activity
 - Letter knowledge: name and sound
 - List of resources/books used
 - Nursery rhymes
 - Read aloud planning sheet
 - Key color code
 - Social-Emotional Developmental Strategies
 - Science, Technology, Engineering, & Math (STEM) activities
 - Science, Technology, Engineering, Arts, & Math (STEAM) activities
6. Teaching staff must:
 - A. Ensure that weekly themes are related to all domains and learning centers in the classroom, as appropriate; and include the materials used to implement the activities.
 - B. Plan sixty (60) minutes of moderate to vigorous activities daily using the acronyms IMIL, in addition to planning Nemours activities ~~at least once a month~~.
 - C. Plan daily extension activities for the book of the week. An additional book (or two for Full Day/Full Year) must also be planned daily, related to school readiness and Head Start domains.

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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Lesson Plan Documentation (continued) |

- D. Document service area activities on a monthly basis according to the Orange County Head Start Service Area Activity Book. This includes one activity from each of the following areas: Health & Safety, Nutrition, Disabilities, and Mental Health. These activities must be highlighted on the lesson plan. Additional Mental Health activities must also be planned as listed on the Curriculum Guide.
- E. Implement the Nemours Bright Start Curriculum utilizing the Nemours Bright Start Teacher's Guide as a reference and document activities on the lesson plan on a weekly basis.
7. Small group activities should comply with the High Scope Curriculum guidance. For example, the activity can be a hands-on activity that does not necessarily have an end product. Activities must address educational needs by age and aligned with the Galileo reports, AP1, AP2, and AP3. Also, the Galileo skill number must be documented.
8. Beginning in September, two (2) groups must be identified following the children's developmental educational needs by group, age, or skill. Small groups will be titled Group A & Group B. It is not required to divide the group with the exact same number of children. Activities planned could be the same activity with different levels or two (2) different activities with the same or different skills based on development. A third small group C will be identified for Full Day/Full Year classrooms.
9. The teaching staff are encouraged to use additional educational resources in the development of the lesson plan to include, but not limited to:
 - The Galileo Resource (G3) Library
 - Galileo storyteller
 - DLM curriculum
 - VPK lessons
 - Hooked on Phonics
 - Head Start Step Book
 - Orlando Museum of Art Supplemental Curriculum
 - Center Resource Library
 - Teacher Share Activity folder from the Education Service Area, located on the (S) drive in the Orange County network
 - Nemours Bright Start Curriculum
10. Parents/legal guardians will have the opportunity to be involved with the development of the weekly lesson plan. Teaching staff will be responsible for ensuring that a parent/legal guardian reviews and signs the lesson plan weekly.
11. Lesson plans must be completed and turned in for review to the Center Supervisor by the day established by him/her.
12. Center Supervisors will review, verify, and sign the entire lesson plan on a weekly basis acknowledging completion and accuracy. Starting in September, Center Supervisors will be required to complete the lesson plan monitoring in ChildPlus once a month for each classroom.

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| Title: | Lesson Plan Documentation (continued) |

13. Full Day/Full Year activities must be planned and documented in the designated PM lesson plan space.


14. Full Day/Full Year staff will:

- Plan School Readiness, STEM, STEAM, and enrichment activities for the afternoon in the PM space on lesson plan(s) in the child's designated Full Day/Full Year classroom(s)
- Utilize children's IEP, to plan enhanced activities following their individual needs. (A copy of children's IEPs must be provided to the extended day staff)
- Rotate their schedule on a weekly basis
- Have a separate attendance roster to account for all children
- Utilize sign in sheets from ChildPlus for parents or designated person to sign them out

Note: If worksheets are used they must be developmentally appropriate for the child's age. The worksheet must be related to the school readiness skills planned and must be used only during work time, small group, and dismissal times, or as a tool in a one-on-one activity planned to reinforce specific school readiness skills not mastered yet by children going to kindergarten. See the Curriculum Guide School Readiness section for details.

15. Teaching staff must generate and exchange school readiness reports on a weekly basis to plan general activities for the classroom based on assessment periods AP1, AP2, and AP3.

16. Teaching staff scheduled to work in Full Day/Full Year classrooms may follow-up with their own children that haven't mastered skills already planned during the week based on the Galileo Reports.


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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Domain Day Activities |
| Revision Date: | 8/5/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Education and Early Childhood Development Services: 1304.21(a)(4)(i & iv) | (4) Grantee and delegate agencies must provide for the development of each child's cognitive and language skills by: (i) Supporting each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration; and (iv) Supporting emerging literacy and numeracy development through materials and activities according to the developmental level of each child. |

I. Purpose:

To promote group learning, social skills, and enhance the total learning opportunities among preschool children in all eleven Head Start domains.

II. Procedures

1. Teaching staff will plan and implement center wide activities related to the Head Start domain indicated on the curriculum calendar each month.
2. Center Supervisors will run the Developmental Milestone Report from Galileo to review the center outcomes. The outcomes will be compared with the pacing guide to determine which skills are lower than expected gains. Center Supervisors will inform teaching staff of the skills that are low so teachers can plan activities to improve these lower skills, and review skills learned.
3. Each teaching team will plan an activity to host in their classroom. The activity will be in draft form and presented to Center Supervisors. The draft should include the benefits of the activity, expected outcomes, how it relates to the weekly theme, and how it will be extended in the lesson plan during the week. The draft should also include a corresponding activity for home.
4. The Center Supervisor will notify teachers of approved activities to avoid duplication. Teaching staff should use the Galileo G3 Activity Library to ensure correlation of skills and activities.
5. On "Domain Day", children will visit each classroom to participate in the planned activities. Teaching staff will take anecdotal notes while children are completing each activity.
6. When children return to their classroom, teaching staff will do a recall activity, such as "Experience Charts" and ask higher order thinking questions to promote children's' full learning potential from the activity.
7. For children who attained a new skill teaching staff will indicate in Galileo (See Ongoing Assessment and Galileo Entries).
8. Teaching staff must submit a final report of skills obtained by the children in their individual classroom during "Domain Day" to the Center Supervisor. Center Supervisors will submit a copy of the Domain Day Report, along with the Center Supervisor Monthly Report. All teaching staff and Center Supervisors that do not submit a report will be subject to disciplinary action.

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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Child Observations |
| Revision Date: | 7/15/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Education and Early Childhood Development: 1304.21(c)(2) | c) Child development and education approach for preschoolers. (2) Staff must use a variety of strategies to promote and support children's learning and developmental progress based on the observations and ongoing assessment of each child. |

I. Purpose

To ensure teaching staff enter data in the Galileo system to document skills and achievements of all children in the classroom.

II. Procedures

1. Teaching staff will conduct individual and general observations in order to individualize their lesson plans on a weekly basis to address children's educational needs.
2. Teaching staff will observe children for skills that are attained through large and small groups, one-on-one interactions, and activities based on individual and general skills.
3. Teaching staff will record and track the skills attained by each child and enter the data on an observation note in the Galileo System. Written notes are recorded on the Child Observation Tracking form (see attached).
4. Once a skill has been attained, teaching staff will cross off the child's initials on the left side of the lesson plan and date it.
5. Twice a week, each formal observation note must be typed in the notes section of the scale to the corresponding skill in the Galileo System. The observation note should be meaningful and descriptive of how the skill was attained. It is recommended to enter data on Tuesday and Thursday.
6. The observation information that is documented in the Galileo System must include the following:
 - Data source (describing when and where)
 - Observation note (the date, staff initials, specifics of what the child said or did, with facts not opinion; how and why)
 - Record the acronym **IND** or **GEN** if it was an individual or general observation



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Child Observations (continued)

7. Every ten (10) weeks, all children must be observed to assess their skills in each of the following eleven (11) Head Start Domains/Galileo Scales for individualization. Also, data from general observations must be entered on a monthly basis in all domains:

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| Language Development | Literacy Knowledge and Skills |
| Mathematics Knowledge and Skills | Science Knowledge and Skills |
| Creative Arts Expression | Social and Emotional Development |
| Approaches to Learning | Physical Development and Health |
| Logic and Reasoning | Social Studies Knowledge and Skills |
| English Language Development (if applicable) | |
8. Teaching staff must ensure that observations are true and accurate. Children's progress, observation notes, and data entries will be randomly assessed by ongoing monitoring at any given time onsite or remotely.
9. Failure to follow these procedures will result in disciplinary action, up to and including termination.


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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Child Portfolios |
| Revision Date: | 8/5/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Education and Early Childhood Development: 1304.21(c)(2) | (c) Child development and education approach for preschoolers. (2) Staff must use a variety of strategies to promote and support children's learning and developmental progress based on the observations and ongoing assessment of each child (see 45 CFR 1304.20(b), 1304.20(d), and 1304.20(e). |

I. Purpose

To ensure each child's progress in the program is documented to collect data on developmental growth throughout the school year, identify children with special needs/extra challenges, and provide parents/legal guardians with information on their child's progress in the program.

II. Procedures

1. Upon entry into Head Start, Curriculum Specialists will provide teaching staff with folders to create portfolios for each child.
2. Portfolios will follow the child throughout their time in the Head Start program.
3. Teaching staff will conduct assessments on each child throughout the school year following the Education Calendar.
4. Assessments must be filed in the portfolio folder no later than three (3) days after completion.
5. Center Supervisors will monitor five (5) portfolios per classroom to ensure completion and accuracy on a monthly basis.
6. When a child is transferred to another center, the entire portfolio must be transferred with an up to date Table of Contents page.
7. Portfolios will contain the following by the end of the academic school year:
 - Self-portrait, art sample, and writing sample
 - Letter ID checklist
 - Book and Print Awareness Checklist
 - Phonological Awareness Checklist (4 years old only)
 - Copy of Parent Conferences (2)
 - Copy of Home Visits (2)
 - Learning Assessment Profile –Developmental (LAP-D)
 - Social /Emotional Checklist
 - Speech/Language Checklist
 - Childcare Application
 - Individual Education Plan/Individual Service Plan

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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Accommodation of Children with Health Care or Disability/Mental Health Needs |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Child Health and Safety: 1304.22(b)(2) | (b) Conditions of short-term exclusion and admittance. (2) Grantee and delegate agencies must not deny program admission to any child, nor exclude any enrolled child from program participation for a long-term period, solely on the basis of his or her health care needs or medication requirements unless keeping the child in care poses a significant risk to the health or safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications in the grantee or delegate agency's policies, practices or procedures or by providing appropriate auxiliary aids which would enable the child to participate without fundamentally altering the nature of the program. |

I. Purpose

To ensure that reasonable accommodations are made for children with health care or disability/mental health needs.

II. Procedure

Eligibility (Mental Health/Disabilities)

1. Community Service Workers (CSWs) will review the eligibility application during the interview with the parent/guardian to document and identify applicable health, disability/mental health needs.
2. The CSW will inform either the Registered Nurse (RN) Supervisor or Disabilities/Mental Health staff, based on the concern (health/medical need or disability/mental health), and sends a copy of the eligibility application to the appropriate staff person.
3. The responsible staff will review the information on the eligibility application, contacts parents/legal guardians to obtain pertinent information related to the condition, and, if needed, obtains written parent permission to obtain the child's records from their treating health professional.

Note: If a concern is identified during the enrollment process, CSWs will forward the Special Needs section of the Child's Health Record to the Disabilities/Mental Health staff who will contact the parent/legal guardian to obtain information related to the child's condition and, if necessary, permission to obtain the child's records from their treating health professional.

4. The responsible staff will determine whether a multidisciplinary team (MDT) meeting is needed to discuss the situation. If it is determined that there is a need for a meeting, the parent/legal guardian will be informed, and the meeting will be convened ensuring that necessary staff and care professionals are in attendance.



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Title:

**Accommodation of Children with Health Care or Disability/Mental
Health Needs (continued)**

5. The MDT discusses the necessary accommodations needed for the child's full participation in the program. Based on the needs of the child, the responsible staff will work with the parent/legal guardian, service providers, fiscal staff, and community partners, as appropriate, to obtain needed items.
6. Training is provided on the child's condition, appropriate use of applicable equipment, and proper medication procedures for staff to facilitate the child's full participation in the program.
7. If it is determined that the child cannot be accommodated in the program based on the input of the MDT or professional, the parent/guardian is informed by the Disabilities/Mental Health/Health Services staff.
8. This procedure also applies when a child develops a condition that needs accommodations after the child is enrolled. The program's appropriate Short Term Exclusion policy will be implemented while staff, parents/legal guardians, and the MDT are addressing the matter.
9. If it is determined that Head Start is no longer an appropriate placement for the child, the CSW, Disabilities/Mental Health staff, and RN Supervisor will work with the parent/legal guardian to find appropriate placement for the child.



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Early Childhood Development and Health Services

Title:

Conditions of Short-Term Exclusion

Revision Date:

7/29/2015

Policy Council Approval Date:

11/19/2015

BCC Approval Date

XX/XX/2016

Childhood Health and Safety:
1304.22(b)(2)

(b) Conditions of short-term exclusion and admittance. (2) Grantee and delegate agencies must not deny program admission to any child, nor exclude any enrolled child from program participation for a long-term period, solely on the basis of his or her health care needs or medication requirements unless keeping the child in care poses a significant risk to the health or safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications in the grantee or delegate agency's policies, practices or procedures or by providing appropriate auxiliary aids which would enable the child to participate without fundamentally altering the nature of the program

I. Purpose

To provide all eligible children with an equal opportunity to be included in the Head Start program regardless of special needs, provided the program can reasonably accommodate them.

II. Procedures

1. Disabilities/Mental Health staff will provide training to Community Service Workers (CSWs) on enrolling children with suspected and/or diagnosed mental health conditions, and with Education staff who receive children in their classroom with suspected and/or diagnosed mental health condition(s).
2. Parents/legal guardians are required to inform Head Start staff of any health, mental health and/or safety need for their child.
3. CSWs, Health, Education, and Disabilities/Mental Health staff will secure all necessary documentation to make an informed decision on the appropriateness of a Head Start placement or the temporary exclusion of a child from the program following a comprehensive multidisciplinary team (MDT) meeting.
4. Disabilities/Mental Health staff must conduct a MDT meeting with all applicable service areas to discuss the needs of children that demonstrate severe mental/behavioral/emotional health issues in the classroom that negatively impacts their ability to learn or appropriately interact with the teaching staff or other children. Special consideration must be given particularly when the health or safety of teaching staff and children are negatively impacted.
5. The short-term exclusion of a behaviorally challenged child will be considered when:
 - All reasonable accommodations, behavioral strategies, interventions, and therapy have not been successful in helping a child maintain proper control in the classroom
 - The child demonstrates behaviors that places him/her at risk for serious injury or causes the injury of a staff person or child
 - The child demonstrates significantly inappropriate behavior or threatening language that could be considered detrimental or abusive to staff or children
 - The child is physically destructive to classroom property or the personal property of others
 - The parent/legal guardian has refused services to address the child's challenging behavior



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**Head Start Division
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Conditions of Short-Term Exclusion (continued)

- The parent/legal guardian does not comply with the plan developed by the mental health professional
 - The child has been recommended to have an outside professional mental health evaluation conducted by a qualified mental health professional, or needs medication management
6. In the event that it is determined that the short-term exclusion of a child from the classroom is necessary, the Disabilities/Mental Health staff will be responsible for following up with the family on the completion of recommended interventions and services prior to the return of the child back into the classroom. The Education team will provide educational activities for the child while on short-term exclusion status.
7. All recommendations, interventions, and services are documented by Disabilities/Mental Health staff in the appropriate files to provide the specific action taken to prevent the exclusion.



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Early Childhood Development and Health Services

Title:

Mental Health and Disability Education

Revision Date:

7/29/2015

Policy Council Approval Date:

11/19/2015

BCC Approval Date

XX/XX/2016

**Child mental health:
1304.24(a)(1)(i-iv) & (3)(ii)
Child health and
developmental services:
1304.20(b)(3),
Purpose and scope of
disabilities service plan:
1308.4(o)(7),
Parent participation and
transition of children into Head
Start and from Head Start to
public school:
1308.21(a)(2),
Family partnerships:
1304.40(f)(4)**

(a) Mental health services. (1) Grantee and delegate agencies must work collaboratively with parents (see 45 CFR 1304.40(f) for issues related to parent education) by: (i) Soliciting parental information, observations, and concerns about their child's mental health; (ii) Sharing staff observations of their child and discussing and anticipating with parents their child's behavior and development, including separation and attachment issues; (iii) Discussing and identifying with parents appropriate responses to their child's behaviors; (iv) Discussing how to strengthen nurturing, supportive environments and relationships in the home and at the program; (3) Mental health program services must include a regular schedule of on-site mental health consultation involving the mental health professional, program staff, and parents on how to: (ii) Promote children's mental wellness by providing group and individual staff and parent education on mental health issues; (b) Screening for developmental, sensory, and behavioral concerns. (3) Grantee and delegate agencies must utilize multiple sources of information on all aspects of each child's development and behavior, including input from family members, teachers, and other relevant staff who are familiar with the child's typical behavior.; (o) The budget request included with the application for funding must address the implementation of the disabilities service plan. Allowable expenditures include: (7) Training and Technical Assistance. Increasing the abilities of staff to meet the special needs of children with disabilities is an allowable expense. Appropriate expenditures may include but are not limited to: (i) Travel and per diem expenses for disabilities coordinators, teachers and parents to attend training and technical assistance events related to special services for children with disabilities; (ii) The provision of substitute teaching staff to enable staff to attend training and technical assistance events; (iii) Fees for courses specifically related to the requirements of the disabilities service plan, a child's IEP or State certification to serve children with disabilities; and (iv) Fees and expenses for training/technical assistance consultants if such help is not available from another provider at no cost.; (a) In addition to the many references to working with parents throughout these standards, the staff must carry out the following tasks: (2) Provide information to parents on how to foster the development of their child with disabilities.; (f) Parent involvement in health, nutrition, and mental health education. (4) Grantee and delegate agencies must ensure that the mental health education program provides, at a minimum (see 45 CFR 1304.24 for issues related to mental health education): (i) A variety of group opportunities for parents and program staff to identify and discuss issues related to child mental health; (ii) Individual opportunities for parents to discuss mental health issues related to their child and family with program staff; and (iii) The active involvement of parents in planning and implementing any mental health interventions for their children.

I. Purpose

To provide education and training related to children's disabilities and mental health issues for parents/legal guardians and staff.

II. Procedures

1. The Disabilities/Mental Health staff will identify training topics based on the following:
 - Staff and parents/legal guardians concerns
 - Specific requests (e.g. grief, incarceration, trauma)
 - Identified trends in the program or community
 - Monitoring and observations
2. The Disabilities/Mental Health staff will coordinate with other service areas for the provision of trainings throughout the program year.



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Mental Health and Disability Education

3. Disabilities/Mental Health staff will provide pertinent resource materials to parents/legal guardians and staff. When materials are distributed, the Disabilities/Mental Health staff will document what was provided in the appropriate file or record.
4. Contracted providers will collaborate with program staff to develop training opportunities for staff and parents/legal guardians.

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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Mental Health Services for Children, Families, and Staff |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Child Mental Health: 1304.24(a)(2) & 1304.52(d)(4) | (a) Mental health services. (2) Grantee and delegate agencies must secure the services of mental health professionals on a schedule of sufficient frequency to enable the timely and effective identification of and intervention in family and staff concerns about a child's mental health. (d) Qualifications of content area experts. Grantee and delegate agencies must hire staff or consultants who meet the qualifications listed below to provide content area expertise and oversight on an ongoing or regularly scheduled basis. Agencies must determine the appropriate staffing pattern necessary to provide these functions. (4) Mental health services must be supported by staff or consultants who are licensed or certified mental health professionals with experience and expertise in serving young children and their families. |

I. Purpose

To ensure that services of a mental health professional is secured to enable the timely and effective identification of, and intervention in, family and staff mental health concerns.

II. Procedures

1. Annually all agreements with mental health service providers are reviewed to ensure the continuation of services to children and families.
2. The completed agreement/contract is submitted to the Sr. Program Manager of Childhood Health and Developmental Services, or designee, for processing.
3. Disabilities/Mental Health staff will actively recruit additional resources and private providers who are licensed or certified mental health professionals with experience and expertise in serving young children and their families.
4. Disabilities/Mental Health staff will ensure that providers schedule regular center visits.
5. Disabilities/Mental Health staff will ensure all licenses and certifications are current and professionals have experience and expertise in serving young children and their families.
6. Disabilities/Mental Health staff will train all teachers on mental health policies and procedures and for completing and submitting the Social Emotional Screening.
7. The Disabilities/Mental Health staff will meet with the Mental Health Consultant to review the Social Emotional Screening to identify concerns.
8. Disabilities/Mental Health staff will maintain confidential files on all children referred for mental health concerns.
9. Disabilities/Mental Health staff will consult with parents/legal guardians, secure consent, and make referrals to the mental health service provider for children with suspected mental health issues based on screenings or concerns from parents/ legal guardians, or staff, in accordance with the appropriate referral procedures and timelines.



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Mental Health Services for Children, Families, and Staff (continued)

10. The Disabilities/Mental Health staff will assist center staff in accessing mental health resources in the community.

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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Individual Behavior Plans |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Child mental health: 1304.24(a)(3)(i) | (a) Mental health services. (3) Mental health program services must include a regular schedule of onsite mental health consultation involving the mental health professional, program staff, and parents on how to: (1) Design and implement program practices responsive to the identified behavioral and mental health concerns of an individual child or group of children. |

I. Purpose

To provide individual and specific behavioral strategies to assist children exhibiting atypical behavior including, but not limited, to managing self control, attention, and focus. Mental health services will be provided by professional Mental Health Consultants.

II. Procedures

1. Disabilities/Mental Health staff will make a referral to the Mental Health Consultant for clinical services, after obtaining required documentation of need from the teaching staff and consent from the parent/legal guardian.
2. The Mental Health Consultant completes a bio-psychosocial assessment for the child with the family to determine the diagnosis, targeted behavior, or other mental health issues.
3. The Mental Health Consultant will visit the child's classroom for three (3) consecutive weeks to establish a rapport with the child, observe the behavior within the classroom environment, and share the findings with the teaching staff.
4. The Mental Health Consultant will establish an Individualized Behavior Plan to include the following:
 - Identified targeted behaviors
 - Goal(s) for desired behavior
 - Strategies/interventions to decrease unwanted behavior
5. The Mental Health Consultant will discuss the Individualized Behavior Plan with teaching staff, parent/legal guardian and secure signature(s).
6. A copy of the Individualized Behavior Plan will be kept in the child's comprehensive file and classroom portfolio. A copy is also maintained in the Disabilities/Mental Health staff files.
7. The Mental Health Consultant will visit the classroom weekly to model strategies and assist teaching staff in implementing the appropriate plan in the classroom.
8. The plan is reviewed at least every three (3) months for progress and effectiveness by staff that could include the Mental Health Consultant, teaching staff, and Disabilities/Mental Health staff.

**Family Services Department****Head Start Division
Standard Operating Procedures****Early Childhood Development and Health Services****Title:****Mental Health Professional Consultations with Parents and Staff****Revision Date:****7/29/2015****Policy Council Approval Date:****11/19/2015****BCC Approval Date****XX/XX/2016****Child Mental Health:
1304.24(a)(3)(i-iv)**

(a) Mental health services. (3) Mental health program services must include a regular schedule of on-site mental health consultation involving the mental health professional, program staff, and parents on how to: (i) Design and implement program practices responsive to the identified behavioral and mental health concerns of an individual child or group of children; (ii) Promote children's mental wellness by providing group and individual staff and parent education on mental health issues; (iii) Assist in providing special help for children with atypical behavior or development; and (iv) Utilize other community mental health resources, as needed.

I. Purpose

To ensure regular mental health consultations occur involving the mental health professional, Disabilities/Mental Health staff, and families.

II. Procedures

1. Teaching staff, Center Supervisors, and Disabilities/Mental Health staff are knowledgeable and trained to utilize the Positive Behavioral Interventions and Support (PBIS) Program to improve social/emotional competencies and address challenging behaviors of children.
2. Teaching staff utilize PBIS strategies, techniques, and materials when intervening with behaviorally challenging children in the classroom.
3. Disabilities/Mental Health staff will provide technical assistance and/or feedback, including coaching, role playing, or other strategies to the teaching staff, as needed.
4. Disabilities/Mental Health staff will generally observe individual children or groups of children within the classroom setting when there are identified behavioral or mental health concerns. Disabilities/Mental Health staff must obtain signed consent from the parent/legal guardian in the case of the need for formal observations of a child that may entail specifically-focused clinical observations to include documentation or note-taking.
5. Disabilities/Mental Health staff will make appropriate referrals to the contracted mental health provider for further evaluation or intervention after parents/legal guardians are contacted and consulted, and parental permission is obtained.
6. Mental health professionals will develop individual behavior plans for children with identified concerns.
7. Disabilities/Mental Health staff will assist teaching staff with the implementation of the individual behavior plans for identified children, and provide ongoing support and monitoring.



Family Services Department


**Head Start Division
Standard Operating Procedures**

Early Childhood Development and Health Services

Title:

**Mental Health Professional Consultations with Parents and Staff
(continued)**

8. A flyer is posted in each classroom and in other locations throughout center with the name and telephone number of the Disabilities/Mental Health staff person for families to contact if they have any concerns.
9. Disabilities/Mental Health staff will provide any special equipment or materials needed to serve children with suspected and/or diagnosed mental health conditions.
10. Disabilities/Mental Health staff will conduct trainings, in-services and workshops as needed for staff and families on topics concerning mental, social/emotional and behavioral health for children.

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|  Family Services Department | Head Start Division Standard Operating Procedures Early Childhood Development and Health Services |
| Title: | Behavioral / Mental Health Referrals |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Child Mental Health: 1304.24(a)(3)(iii) | (a) Mental health services. (3) Mental health program services must include a regular schedule of on-site mental health consultation involving the mental health professional, program staff, and parents on how to (iii) Assist in providing special help for children with atypical behavior or development |

I. Purpose

To assist in providing special help for children with atypical behavior or mental health concerns.

II. Procedures

1. Teaching staff will observe a child who exhibits behavior that is persistent or challenging for approximately two (2) weeks and complete the following:
 - A contact note to include observed behaviors, accidents/incidents, and evidence of communication with parents/legal guardians regarding the concerns.
 - Accident/Incident reports for every time a child injures himself, another child/children, staff, destroys property, becomes uncontrollable, inconsolable, or abusive.
2. Teaching staff will submit a Mental Health Referral along with the contact notes, Accident/Incident reports, and all documentation of communication with parents/legal guardians to Disabilities/Mental Health staff. The documentation is reviewed by Disabilities/Mental Health staff for appropriate follow up or to make recommendations.
3. Teaching staff will continue to track the child's ongoing progress and complete the before mentioned documents as appropriate. **Note: Written documentation must be received before referral will be processed******
4. If parent/legal guardians or staff have concerns not related to behavior, a Mental Health Referral form can be submitted. These referrals can be related, but not limited to: grief, depression, divorce, anxiety, or incarceration of a family member.
5. Disabilities/Mental Health staff will coordinate with Community Service Workers and other service area staff to schedule a parent conference as needed. Parent conferences are held to share staff concerns, secure permission for observation (if needed), and assist parents/legal guardians in identifying appropriate methods to their child's behavior.
6. Parents/legal guardians are strongly encouraged to participate in this conference and provide their input and feedback. This includes discussions on how to strengthen the relationship between the parent and child, and the importance of a nurturing and supportive environment in the home.



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Early Childhood Development and Health Services

Title:

Behavioral / Mental Health Referrals (continued)

7. When it is determined that additional mental health services are needed, the Disabilities/Mental Health staff will make the referral to the mental health provider after parental consent is obtained.
8. If parents/legal guardians do not consent to services, the Standard Operating Procedure Conditions of Short-Term Exclusion will be followed.
9. For children identified with social/emotional concerns as indicated from the results of the Social Emotional Screening, the following will occur:
 - Disabilities/Mental Health staff will consult with the teaching staff and parents/legal guardians to discuss concerns
 - Disabilities/Mental Health staff will identify strategies to assist children and staff with strengthening the social emotional skills of the children
10. If the behavioral concern of a child persists, and other strategies or recommended interventions are ineffective, the Disabilities/Mental Health staff will make referrals to the appropriate mental/behavioral health provider as necessary.

**Family Services Department****Head Start Division
Standard Operating Procedures****Health Services****Title:****Individualized Education Plan (IEP); Multidisciplinary Team (MDT)****Revision Date:****7/29/2015****Policy Council Approval Date:****11/19/2015****BCC Approval Date****XX/XX/2016****Education Services
Performance Standards:
1308.19**

(a) When Head Start provides for the evaluation, the multidisciplinary evaluation team makes the determination whether the child meets the Head Start eligibility criteria. The multidisciplinary evaluation team must assure that the evaluation findings and recommendations, as well as information from developmental assessment, observations and parent reports, are considered in making the determination whether the child meets Head Start eligibility criteria. (b) Every child receiving services in Head Start who has been evaluated and found to have a disability and in need of special education must have an IEP before special education and related services are provided to ensure that comprehensive information is used to develop the child's program. (c) When the LEA develops the IEP, a representative from Head Start must attempt to participate in the IEP meeting and placement decision for any child meeting Head Start eligibility requirements. (d) If Head Start develops the IEP, the IEP must take into account the child's unique needs, strengths, developmental potential and the family strengths and circumstances as well as the child's disabilities. (e) The IEP must include: (1) A statement of the child's present level of functioning in the social-emotional, motor, communication, self-help, and cognitive areas of development, and the identification of needs in those areas requiring specific programming. (2) A statement of annual goals, including short term objectives for meeting these goals. (3) A statement of services to be provided by each Head Start component that are in addition to those services provided for all Head Start children, including transition services. (4) A statement of the specific special education services to be provided to the child and those related services necessary for the child to participate in a Head Start program. This includes services provided by Head Start and services provided by other agencies and non-Head Start professionals. (5) The identification of the personnel responsible for the planning and supervision of services and for the delivery of services. (6) The projected dates for initiation of services and the anticipated duration of services. (7) A statement of objective criteria and evaluation procedures for determining at least annually whether the short-term objectives are being achieved or need to be revised. (8) Family goals and objectives related to the child's disabilities when they are essential to the child's progress. (f) When Head Start develops the IEP, the team must include: (1) The Head Start disabilities coordinator or a representative who is qualified to provide or supervise the provision of special education services; (2) The child's teacher or home visitor; (3) One or both of the child's parents or guardians; and (4) At least one of the professional members of the multidisciplinary team which evaluated the child. (g) An LEA representative must be invited in writing if Head Start is initiating the request for a meeting. (h) The grantee may also invite other individuals at the request of the parents and other individuals at the discretion of the Head Start program, including those component staff particularly involved due to the nature of the child's disability. (i) A meeting must be held at a time convenient for the parents and staff to develop the IEP within 30 calendar days of a determination that the child needs special education and related services. Services must begin as soon as possible after the development of the IEP. (j) Grantees and their delegates must make vigorous efforts to involve parents in the IEP process. The grantee must: (1) Notify parents in writing and, if necessary, also verbally or by other appropriate means of the purpose, attendees, time and location of the IEP meeting far enough in advance so that there is opportunity for them to participate; (2) Make every effort to assure that the parents understand the purpose and proceedings and that they are encouraged to provide information about their child and their desires for the child's program; (3) Provide interpreters, if needed, and offer the parents a copy of the IEP in the parents' language of understanding after it has been signed; (4) Hold the meeting without the parents only if neither parent can attend, after repeated attempts to establish a date or facilitate their participation. In that case, document its efforts to secure the parents' participation, through records of phone calls, letters in the parents' native language or visits to parents' homes or places of work, along with any responses or results; and arrange an opportunity to meet with the parents to review the results of the meeting and secure their input and signature. (k) Grantees must initiate the implementation of the IEP as soon as possible after the IEP meeting by modifying the child's program in accordance with the IEP and arranging for the provision of related services. If a child enters Head Start with an IEP completed within two months prior to entry, services must begin within the first two weeks of program attendance.



Family Services Department

**Head Start Division
Standard Operating Procedures**

Health Services

Title:


Individualized Education Plan (IEP) development by Local Education Agency (LEA)

I. Purpose

To develop an Individualized Education Plan (IEP) development for each child diagnosed with a disability by the Local Education Agency (LEA)

II. Procedures

1. For children referred to the Local Education Agency (LEA) by Head Start Disabilities/Mental Health staff:
 - A. The LEA will complete a comprehensive evaluation to determine eligibility for Exceptional Student Education (ESE) services.
 - B. Upon completion of the comprehensive evaluation, the LEA will arrange the IEP/Multidisciplinary team (MDT).
 - C. Head Start Disabilities/Mental Health staff will maintain communication with the LEA to obtain the IEP/MDT staffing date.
 - D. Disabilities/Mental Health staff will make every effort to ensure parent/legal participation and involvement in the IEP process and educates parents/legal guardians on advocating for their child's needs.
 - E. The Disabilities/Mental Health staff, in coordination with Early Childhood Development and Education staff, will make every effort to ensure the child's teacher, or designee is present at the IEP staffing.
 - F. The Disabilities/Mental Health staff will advocate for appropriate placement for children.
 - G. Children who are diagnosed through this process and receive an IEP will count toward the required minimum 10% enrollment opportunities for children with disabilities for the program.
 - H. A copy of the IEP is given to teaching staff for the classroom and one copy is placed in the child's comprehensive file.
 - I. The LEA provides a copy of the IEP to the parent/legal guardian and the Disabilities/Mental Health staff. The Disabilities/Mental Health staff provides a copy to teaching staff (to be filed in the child's portfolio), and in the child's comprehensive file.

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|  Family Services Department | Head Start Division Standard Operating Procedures Education Services |
| Title: | Educational Approach Consistent with Individual Education Plan (IEP) and Individual Service Plan (ISP) Goals |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Developing Individualized Education Programs: 1308.19(e)(4) | (e) The IEP must include (4) A statement of the specific special education services to be provided to the child and those related services necessary for the child to participate in a Head Start program. This includes services provided by Head Start and services provided by other agencies and non-Head Start professionals. |

I. Purpose

To ensure the educational approach for preschool children with individual educational needs are consistent with their Individualized Education Plan (IEP) and/or Individualized Service Plan (ISP) goals.

II. Procedures

1. Education staff who will be working with the child will attend and participate in the IEP/ISP meetings.
2. Education staff will receive a copy of the IEP/ISP from Disabilities/Mental Health staff to reference in the classroom and files it in the portfolio.
3. Education staff must be familiar with the child's IEP/ISP goals and the resources needed to help them attain the necessary skills.
4. Education staff will plan activities on the lesson plan weekly to address the short and long-term goals from the IEP/ISP.
5. Education staff documents communication with the child's therapist on the Education Contact note to ensure that they are working together to address the needs of the child.
6. Teaching staff will review Therapy Logs, for children with ISPs, and sign them on a weekly basis, to ensure knowledge of individual goals and communication with therapists.
7. Teaching staff will have monthly communication with Orange County Public School staff who are working with dual enrolled children to ensure knowledge of individual goals.
8. Disabilities/Mental Health staff will monitor the lesson plan on an ongoing basis to ensure compliance with the child's IEP/ISP goals.
9. Disabilities/Mental Health staff interviews education staff as needed to gain examples of how they are implementing the IEP/ISP goals.



Family Services Department

**Head Start Division
Standard Operating Procedures**

ERSEA

Title:

Head Start Enrollment Boundaries

Development Date:

05/20/2015

Revision Date:

7/29/2015

Policy Council Approval Date:

11/19/2015

BCC Approval Date:

XX/XX/2016

**Determining community
strengths and needs:
1305.3(g)(2)**

(g) In determining the recruitment area when it does not include the entire service area, the grantee must: (2) Include as many Head Start eligible children as possible within the recruitment area, so that: (i) The greatest number of Head Start eligible children can be recruited and have an opportunity to be considered for selection and enrollment in the Head Start program, and (ii), the Head Start program can enroll the children and families with the greatest need for its services.

I. Purpose

To ensure the children with the greatest needs are served at a Head Start center within a three (3) mile radius of their home.

II. Procedures

1. In an attempt to prevent attendance issues when families experience hardships, families will be assigned to centers based on their residential zip code.
2. Annually, management will consider changes to Head Start Center Attendance Area Geographical Boundaries based on findings from the Community Assessment.

Note: Maps identifying boundaries will be disseminated to each center annually.

3. Children will be required to enroll at centers within three (3) miles of their residence. For families that do not live within three (3) miles of any Head Start center, their child must be enrolled at the center closest to their residence.

Note: Children who are categorically eligible based on homelessness are exempt from the three (3) mile radius requirement.

4. If a family moves and wishes to remain in their current Head Start center, siblings from the same family will also be allowed to enroll at the center that the current Head Start child is attending.
5. If the Head Start eligible child's residence is geographically located within three (3) miles to more than one center, the Community Service Worker (CSW) will work in partnership with the Head Start eligible family to select the center closest to the family's place of residence.
6. Orange County Head Start (OCHS) will provide the option for families who wish to enroll their child in another Head Start center other than their assigned center; however, prior written approval from the ERSEA coordinator is required. CSWs will have families complete the Request to Attend Head Start Center Outside of Residential Boundaries form (see attached). Approval may include, but is not limited to, the following:



Family Services Department

Head Start Division
Standard Operating Procedures

Title:

Head Start Enrollment Boundaries (continued)

- Parent/legal guardian's place of employment is closer to another center
- Child enrolled requires special needs services that can be better provided at another center
- Parent/legal guardian is employed with Head Start at a center other than the assigned center

Note: If distance becomes a barrier for the family to get the child to school, OCHS will require transfer of the child (ren) to another center to maintain a continuum of quality services for the family.

7. Changes to the boundaries are held to a minimum, but are prompted by such factors as:

- Declining enrollment in a given section of the area served by OCHS
- Mass closure of housing developments in a given section of the area served by OCHS
- Changes in capacity at a given Head Start center
- Movement of special programs from one Head Start center to another
- Impacts to attendance due to transportation issues



Family Services Department

**Head Start Division
Standard Operating Procedures**

Family and Community Partnership

Title:

Disabilities/Mental Health Transition Services

Revision Date:

7/29/2015

Policy Council Approval Date:

11/19/2015

BCC Approval Date

XX/XX/2016

**Community Partnerships:
1304.41(c)(1); 1304.40(h)(1&4);
1308.21(a)(1-10)**

(c) Transition services. (1) Grantee and delegate agencies must establish and maintain procedures to support successful transitions for enrolled children and families from previous child care programs into Early Head Start or Head Start and from Head Start into elementary school, a Title I of the Elementary and Secondary Education Act preschool program, or other child care settings. (h) Parent involvement in transition activities. (1) Grantee and delegate agencies must assist parents in becoming their children's advocate as they transition both into Early Head Start or Head Start from the home or other child care setting, and from Head Start to elementary school, a Title I of the Elementary and Secondary Education Act preschool program, or a child care setting. (4) See 45 CFR 1304.41(c) for additional standards related to children's transition to and from Early Head Start or Head Start. (a) In addition to the many references to working with parents throughout these standards, the staff must carry out the following tasks: (1) Support parents of children with disabilities entering from infant/toddler programs.(2) Provide information to parents on how to foster the development of their child with disabilities(3) Provide opportunities for parents to observe large group, small group and individual activities describe in their child's IEP.(4) Provide follow-up assistance and activities to reinforce program activities at home.(5) Refer parents to groups of parents of children with similar disabilities who can provide helpful peer support.(6) Inform parents of their rights under IDEA.(7) Inform parents of resources which may be available to them from the Supplemental Security Income (SSI) Program, the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program and other sources and assist them with initial efforts to access such resources.(8) Identify needs (caused by the disability) of siblings and other family members.(9) Provide information in order to prevent disabilities among younger siblings. (10) build parent confidence, skill and knowledge in accessing resources and advocating to meet the special needs of their children.

I. Purpose

To ensure the smooth transition of children with disabilities/mental health concerns in and out of the program.

II. Procedures

Transition into Head Start

1. Disabilities/Mental Health staff will receive referrals from agencies for children with disabilities/mental health concerns and assist parents in securing placements in the Head Start program.
2. Disabilities/Mental Health staff will attend eligibility and/or enrollment appointments as needed for children applying or enrolling in the program with complex concerns.



Family Services Department

Title:

**Head Start Division
Standard Operating Procedures**

Family and Community Partnership

Disabilities/Mental Health Transition Services (continued)


3. Disabilities/Mental Health staff will conduct multidisciplinary team (MDT) meetings, as necessary, to include all service areas at the center level to discuss individual needs and ensure all services are in place prior to enrollment.
4. If applicable, Disabilities/Mental Health staff will set-up transition meetings with agencies referring children to the Head Start program. Disabilities/Mental Health staff will maintain a record of all such meetings.

Transition during the Program Year (Classroom-Classroom, Center-Center, Dual Enrollment)

1. When a child experiences a transition during the program year, Disabilities/Mental Health staff will assist the child, family, and staff to ensure:
 - a. All parties are aware of transition
 - b. All information related to the current services is received by new placement
 - c. Accommodations and materials are in place
 - d. The child is adequately prepared for transition

Transition out of Head Start

1. Disabilities/Mental Health staff will provide parents/legal guardians of children with disabilities/mental health concerns transitioning to Kindergarten, with a packet containing all information needed. Packets will contain information related to services currently being provided/received and the necessary information to continue services, if appropriate.
2. Disabilities/Mental Health staff will inform parents/legal guardians of the necessity of the continuation of these services and their rights under Individuals with Disabilities Education Act (IDEA) and public school policies.
3. Disabilities/Mental Health staff will maintain a record of all transition information/services given to parents/legal guardians of children going to Kindergarten and information received from agencies referring children to the Head Start Program.
4. Disabilities/Mental Health staff will assist parents/ legal guardians in Kindergarten registration and the transfer of records with parental consent, if requested.
5. If applicable, Disabilities/Mental Health staff will set-up transition meetings with agencies when children transition out of the program. Disabilities/Mental Health staff will maintain a record of all such meetings.

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|  Family Services Department | Head Start Division Standard Operating Procedures |
| Title: | Reassignment of Children |
| Development Date: | 4/22/2015 |
| Revision Date: | 7/1/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| FL Statute 65C-22.001(10) | (10) Attendance. Daily attendance of children shall be taken and recorded by the child care facility personnel, documenting the time when each child enters and departs a child care facility or program. The custodial parent or guardian may document the time when their child(ren) enter and depart the child care facility or program. However, child care facility personnel are responsible for ensuring that attendance records are complete and accurate. Such records shall be maintained for a minimum of four months. Attendance forms used for Voluntary Pre-Kindergarten or School Readiness may be used if applicable. |


I. Purpose

To ensure classroom ratios are met when a staffing shortage exists.

II. Procedures

When children are **temporarily** reassigned to a different classroom to meet ratio, the following procedures must be followed:

1. All classrooms will use the Reassignment Sign In/Out Sheet for children who are reassigned to a different classroom (see attached).
2. In the classroom where the child was moved from, the Center Supervisor, or designee, must sign the child out of the classroom and record the new classroom where the child will be located.
3. The Center Supervisor, or designee, will sign the child into the new classroom on the Reassignment Sign In/Out Sheet.
4. In addition, the Center Supervisor will ensure the child has on a name tag and, if applicable, provide the teaching staff with the child's special diet/need documentation.
5. The receiving teacher must provide the classroom teacher with information pertaining to the child. The classroom teacher will be responsible for updating ChildPlus, Galileo, and the USDA Meal Count form.
6. If the child will nap in the reassigned classroom on another child's cot, it must be sanitized before and after use.


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|  Family Services Department | Head Start Division Standard Operating Procedures |
| Title: | Release of Children to Authorized Individuals |
| Revision Date: | 8/5/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| FL Statute 65C 22.006(3)(b) | (b) The child shall not be released to any person other than the person(s) authorized or in the manner authorized in writing by the custodial parent or legal guardians. |

I. Purpose

To ensure children are released to individuals authorized by the parent/legal guardian.

II. Procedures

- Children may only be released to individuals authorized on the enrollment form by the parent/legal guardian, unless management approved a change due to an extenuating circumstance. If management approval is given, the following is required:
 - Reasons for the exception which is documented on a contact note
 - Photo copy of the pick-up persons ID which is placed in the child's file
 - The authorized individual must sign the child out on the daily attendance
- If the parent/legal guardian wants the individual to continue picking up the child, the parent/legal guardian must add them to the pickup list.
- Staff **MUST NOT** release children to anyone under the age of sixteen (16).
- Staff **MUST** request picture identification from anyone who has been authorized to pick up children by the parent/legal guardian, unless the individual is already known by the staff member releasing the child. If unsure, staff must check the enrollment form to verify if they are an authorized pick up person.
- If a situation arises in which an unauthorized individual appears on-site and requests the release of the child, staff **MUST NOT** release the child to the individual. Should the individual become demanding or abusive, staff should contact law enforcement for assistance.
- Staff should notify their immediate supervisor, or next level of management if unable to reach the immediate supervisor.
- Strict adherence to these procedures is expected of **ALL** staff.


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|  Family Services Department | Head Start Division Standard Operating Procedures Program Design and Management |
| Title: | Disability/Mental Health Planning |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Management Systems and Procedures: 1304.51(a)(2) | (a) Program planning. (2) All written plans for implementing services, and the progress in meeting them, must be reviewed by the grantee or delegate agency staff and reviewed and approved by the Policy Council or Policy Committee at least annually, and must be revised and updated as needed. |

I. Purpose

To ensure the Disabilities and Mental Health Services work plans are revised annually.

Procedures

1. Disabilities/Mental Health staff will review the current plan and make needed changes based on:
 - Review of the previous year's program data
 - Community Assessment
 - Self-Assessment
 - Program Improvement Plan
 - Strategic Plan
 - Progress toward program goals pertaining to the grant
2. The revised plans are submitted to the Health Services Advisory Committee (HSAC) for review.
3. The plans are then submitted to the Sr. Program Manager for Childhood Health and Developmental Services for presentation to the Policy Council and the Board of County Commissioners for approval.
4. Plans will be reviewed at scheduled service area staff meetings to ensure implementation.


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|  Family Services Department | Head Start Division Standard Operating Procedures Program Design and Management |
| Title: | Monitoring Child Outcomes |
| Revision Date: | 8/5/20115 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Management Systems and Procedures: 1304.51(i)(2) | (i) Program self-assessment and monitoring. (2) Grantees must establish and implement procedures for the ongoing monitoring of their own Early Head Start and Head Start operations, as well as those of each of their delegate agencies, to ensure that these operations effectively implement Federal regulations. |

I. Purpose

To ensure a systematic, objective and ongoing monitoring of all Head Start classrooms following the federal guidelines related to the Head Start Early Learning Outcomes Framework and child outcomes.

II. Procedures

1. Teaching staff will conduct the first level of monitoring of child outcome data in the Galileo System. Center Supervisors will provide the second level of monitoring.
2. Teaching staff will monitor activity of child outcome data for the entire class on a weekly basis.
3. Teachers will ensure that the teacher assistants or other assigned staff enter data and follow all procedures.
4. Center Supervisors will review the Galileo System on a weekly basis to ensure skills attained by the children are aligned with individual and general activities from the lesson plan.
5. Center Supervisors will monitor 20% or four (4) children per classroom on a monthly basis to ensure the Galileo System is accurate. After monitoring the outcomes, if there is a concern about a significant decrease or increase in the child's progress, the Center Supervisor may assess the child through a classroom observation.
6. Center Supervisors will review the User Activity Report in Galileo on a weekly basis to ensure teaching staff are entering accurate children's data at least twice a week.
7. Center Supervisors will review the Inactive Children's Report on a monthly basis to ensure all children at their center have been assessed on all eleven domains.
8. Center Supervisors will run other reports such as, but not limited to, Classroom or Center Developmental Profiles & Milestones, Progress, Observation Records, and Developmental Summaries, and School Readiness as needed to follow up with any discrepancies. Note: All reports must be maintained at the center level.
9. Field Operation Supervisors and Curriculum Specialists will provide the third level of monitoring of all reports mentioned above on a monthly and quarterly basis.

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|  Family Services Department | Head Start Division Standard Operating Procedures Program Design and Management |
| Title: | Accessibility of Facilities |
| Revision Date: | 7/29/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date | XX/XX/2016 |
| Facilities, Materials, and Equipment: 1304.53(a)(10)(xvii) | a) Head Start physical environment and facilities. (10) Grantee and delegate agencies must conduct a safety inspection, at least annually, to ensure that each facility's space, light, ventilation, heat, and other physical arrangements are consistent with the health, safety and developmental needs of children. At a minimum, agencies must ensure that: (xvii) Adequate provisions are made for children with disabilities to ensure their safety, comfort, and participation. |

I. Purpose

To ensure that reasonable accommodations are made to serve children with disabilities.

II. Procedures

1. Disabilities/Mental Health staff, in collaboration with all service areas and Management, will research vendors and equipment to meet the individual needs of children who enroll in the program.
2. Disabilities/Mental Health staff will submit requests for equipment and/or required renovations to the Senior Program Manager for Childhood Health & Developmental Services.
3. Disabilities/Mental Health staff will monitor the implementation of the ADA Playground Compliance plan and address any issues that arise.



Family Services Department

**Head Start Division
Standard Operating Procedures**

Program Design and Management

Title:

iPads in the Classroom

Development Date

6/6/2014

Revision Date:

8/5/2015

Policy Council Approval Date:

11/19/2015

BCC Approval Date

XX/XX/2016

**Facilities Materials, and
Equipment: 1304.53(b)(1),
1304.21(a)(5) & Orange County
Policy Manual & Operational
Regulations 405: Use of County
Property**


(b) Head Start equipment, toys, materials, and furniture. (1) Grantee and delegate agencies must provide and arrange sufficient equipment, toys, materials, and furniture to meet the needs and facilitate the participation of children and adults. Equipment, toys, materials, and furniture owned or operated by the grantee or delegate agency must be: (i) Supportive of the specific educational objectives of the local program; (ii) Supportive of the cultural and ethnic backgrounds of the children; (iii) Age-appropriate, safe, and supportive of the abilities and developmental level of each child served, with adaptations, if necessary, for children with disabilities; (iv) Accessible, attractive, and inviting to children; (v) Designed to provide a variety of learning experiences and to encourage each child to experiment and explore; (vi) Safe, durable, and kept in good condition; and (vii) Stored in a safe and orderly fashion when not in use. (a) Child development and education approach for all children. (5) In center-based settings, grantee and delegate agencies must promote each child's physical development by: (ii) Providing appropriate time, space, equipment, materials and adult guidance for the development of fine motor skills according to each child's developmental level; Employees are provided with equipment, such as tools, vehicles, materials and uniforms to enable safe and efficient performance of assigned duties. Appropriate inventory control measures are to be maintained by each division. Negligence, abuse, misuse, unauthorized personal use or the willful or negligent loss or destruction of County property will result in disciplinary action. Employees may be held financially responsible and required to reimburse the County for equipment damaged, destroyed, lost, or stolen due to neglect, abuse, misuse or personal use.

I. Purpose:

To ensure that iPads used in the classroom are maintained and secured after each use.

II. Procedures:

1. Each classroom will have access to an iPad and/or an iPad mini to be used in conjunction with lessons. The iPads are to be used for learning related activities only. Teaching staff will be allowed to use the Notes and Reminders utility apps located on the main screen.
2. Center Supervisors will be responsible for training all teaching staff located at their center on the proper use of the equipment and sign an acknowledgement form.
3. Teaching staff will be responsible for ensuring children are closely monitored and are not left alone while using the iPad. **Note: iPads should never be left unattended in the classroom.**
4. Each iPad is set up with an individual Apple ID, educational apps, Notes and Reminders utility apps for teaching staff to keep records, and classroom restrictions. No other iTunes accounts will be allowed to be used on the iPads. NOTE: ACCESSING THE SETTINGS AREA TO MODIFY DISPLAY OR DELETE AN APPLICATION IS NOT ALLOWED.
5. Requests for additional educational apps must go through the Center Supervisor to the Program Specialist.

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|  Family Services Department | Head Start Division Standard Operating Procedures Program Design and Management |
| Title: | iPads in the Classroom (continued) |

6. Upgraded versions of licensed apps will be available from time to time. Teaching staff should not select software updates. This will be done by the Center Supervisors in cooperation with the Program Specialist.
7. The iPads will be kept in a **locked** (with padlocks) pelican case and secured in a locked cabinet in the Center Supervisor's office.
8. The iPads will be updated yearly during the summer with the assistance of the Orange County ISS Department.
9. Center Supervisors will be responsible for safely transporting the iPads to the Program Specialist at the administrative office to obtain the necessary updates.
10. Teaching staff will sign out the iPads to use only when needed in conjunction with lessons and sign them back in at the end of each use.
11. The Center Supervisor will be responsible for ensuring the iPads are charged, as needed. **Note:** The amount of charging will depend on how often the iPads are used.
12. If breakage or damage occurs to the iPads, protective case, charger, or cable, the teaching staff must notify the Center Supervisor immediately. The Center Supervisor must notify both their Field Operations Supervisor and the Program Specialist.
13. If the iPad is not functioning as expected or if apps and/or settings have been modified, teaching staff must notify the Center Supervisor immediately. The Center Supervisor must notify both, their supervisor and the Program Specialist. There should be no calls made to the help desk.
14. In the event that the iPad is lost or stolen, the Center Supervisor must file a report with law enforcement and the Orange County incident/accident reporting line. A copy of all reports along with the supporting documents must be forwarded to the Sr. Program Manager of Childhood Development and Education to determine discipline, if necessary.
15. Negligence, abuse, misuse, unauthorized personal use or the willful or negligent loss or destruction of an iPad will result in disciplinary action.

Proper Handling of iPads

1. Hands should be clean when using the iPad.
2. The iPad should not be placed near liquids, food, or objects of extreme heat.
3. A soft cloth, such as one used for cleaning glasses, should be used to clean the screen on a regular basis.
4. A dry cloth should be used to clean the iPad cover.
5. Staff should never attempt to remove the iPad from the protective case.



Family Services Department

Head Start Division
Standard Operating Procedures

Social Services

Title:

Recruitment of Children with Disabilities

Revision Date:

7/29/2015

Policy Council Approval Date:

11/19/2015

BCC Approval Date

XX/XX/2016

Recruitment and Enrollment of
Children with Disabilities:
1308.5(a-f)

(a) The grantee or delegate agency outreach and recruitment activities must incorporate specific actions to actively locate and recruit children with disabilities. (b) A grantee must insure that staff engaged in recruitment and enrollment of children are knowledgeable about the provisions of 45 CFR part 84, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, and of the Americans with Disabilities Act of 1990, (42 U.S.C. 12101). (c) A grantee must not deny placement on the basis of a disability or its severity to any child when: (1) The parents wish to enroll the child, (2) The child meets the Head Start age and income eligibility criteria, (3) Head Start is an appropriate placement according to the child's IEP, and (4) The program has space to enroll more children, even though the program has made ten percent of its enrollment opportunities available to children with disabilities. In that case children who have a disability and non-disabled children would compete for the available enrollment opportunities. (d) The grantee must access resources and plan for placement options, such as dual placement, use of resource staff and training so that a child with a disability for whom Head Start is an appropriate placement according to the IEP is not denied enrollment because of: (1) Staff attitudes and/or apprehensions; (2) Inaccessibility of facilities; (3) Need to access additional resources to serve a specific child; (4) Unfamiliarity with a disabling condition or special equipment, such as a prosthesis; and (5) Need for personalized special services such as feeding, suctioning, and assistance with toileting, including catheterization, diapering, and toilet training. (e) The same policies governing Head Start program eligibility for other children, such as priority for those most in need of the services, apply to children with disabilities. Grantees also must take the following factors into account when planning enrollment procedures: (1) The number of children with disabilities in the Head Start service area including types of disabilities and their severity; (2) The services and resources provided by other agencies; and (3) State laws regarding immunization of preschool children. Grantees must observe applicable State laws which usually require that children entering State preschool programs complete immunizations prior to or within thirty days after entering to reduce the spread of communicable diseases. (f) The recruitment effort of a Head Start grantee must include recruiting children who have severe disabilities, including children who have been previously identified as having disabilities.

I. Purpose

To incorporate specific actions to actively locate and recruit children with disabilities.

II. Procedures

1. Annually, and as needed, Disabilities/Mental Health staff will provide training to Community Service Workers regarding applications for children with suspected and/or diagnosed disabilities.
2. Disabilities/Mental Health staff will mail recruitment letters, fliers, and other pertinent information annually to local agencies, to include those that serve children with disabilities.
3. Annually Disabilities/Mental Health staff will conduct presentations at local agencies that provide services to children with disabilities.
4. Disabilities/Mental Health staff will accept referrals from other agencies serving children with disabilities and refer them to the appropriate Head Start center.
5. Disabilities/Mental Health staff will provide information/materials to parents/legal guardians regarding Disabilities/Mental Health services.



**Head Start Division
Standard Operating Procedures**

Social Services

Family Services Department

Title:

Recruitment of Children with Disabilities (continued)

6. Disabilities/Mental Health staff will accept referrals from the Local Education Agency (LEA) of children diagnosed through Preschool Diagnostic and Intervention Services (PDIS) for Head Start placement.
7. Disabilities/Mental Health staff will accept referrals from the LEA of children who do not qualify for services under the public school system but who have been identified as needing a quality preschool setting.
8. The Senior Program Manager of Childhood Health and Developmental Services will forward the referrals from the LEA to the Parent, Family, & Community Engagement Unit to assist families in the application process.
9. Disabilities/Mental Health staff will obtain written authorization for the release of records from parents/legal guardians to obtain pertinent information regarding children with suspected and/or diagnosed disabilities.
10. The Sr. Program Manager of Childhood Health and Developmental Services will run monthly reports from ChildPlus to obtain current disability statistics.

**Family Services Department****Head Start Division
Standard Operating Procedures****Social Services****Title:****No Denial of Placement Based on Disability****Revision Date:****7/29/2015****Policy Council Approval Date:****11/19/2015****BCC Approval Date****XX/XX/2016****Recruitment and Enrollment of
Children with Disabilities:
1308.5(c)(1-4) & 1304.22(b)(2)**

(c) A grantee must not deny placement on the basis of a disability or its severity to any child when (1) The parents wish to enroll the child, (2) The child meets the Head Start age and income eligibility criteria, (3) Head Start is an appropriate placement according to the child's IEP, and (4) The program has space to enroll more children, even though the program has made ten percent of its enrollment opportunities available to children with disabilities. In that case children who have a disability and non-disabled children would compete for the available enrollment opportunities. (b) Conditions of short-term exclusion and admittance. (2) Grantee and delegate agencies must not deny program admission to any child, nor exclude any enrolled child from program participation for a long-term period, solely on the basis of his or her health care needs or medication requirements unless keeping the child in care poses a significant risk to the health or safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications in the grantee or delegate agency's policies, practices or procedures or by providing appropriate auxiliary aids which would enable the child to participate without fundamentally altering the nature of the program.

I. Purpose

To ensure that no child is denied the opportunity for placement, Head Start provides all eligible children equal opportunity to be included in the program regardless of the severity of the disability.

II. Procedures

1. Annually, and as needed, Disabilities/Mental Health staff will provide training to Community Service Workers (CSWs) on how to properly complete applications for children with suspected and/or diagnosed conditions while maintaining sensitivity and a non-discriminatory attitude toward families with children with special needs.
2. CSWs will interview parents/legal guardians with sensitivity in ascertaining all health, disability, and/or mental health needs of their child.
3. If an application contains information regarding a suspected or diagnosed disability or mental health concern, the application is forwarded to the Senior Program Manager of Childhood Health and Developmental Services for review and points are awarded based on the Priority Selection Criteria.
4. If the application identifies the child has a disability or mental health concern in which keeping the child in care poses a significant risk to the health or safety of the child a Multi-Disciplinary Team (MDT) meeting will be held to determine if the risk can be reduced to an acceptable level with reasonable accommodations.
5. Disabilities/Mental Health staff will provide training to teaching staff or other staff on appropriate classroom accommodations for children with special needs. In addition, Disabilities/Mental Health staff will provide for, or locate access to, specialized equipment including assistive mobility equipment or transportation vehicles for the purpose of transporting children in wheelchairs, using crutches, etc., as necessary.



Family Services Department

**Head Start Division
Standard Operating Procedures**

Transportation Requirements


| | |
|--------------------------------------|--|
| Title: | Transportation Log |
| Revision Date: | 8/5/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date: | XX/XX/2016 |
| General: 1310.10 (g) | (g) Each agency must ensure that children are only released to a parent or legal guardian, or other individual identified in writing by the parent or legal guardian. This regulation applies when children are not transported and are picked up from the classroom, as well as when they are dropped off by a vehicle. Agencies must maintain lists of the persons, including alternates in case of emergency, and up-to-date child rosters must be maintained at all times to ensure that no child is left behind, either at the classroom or on the vehicle at the end of the route. |

I. Purpose

To ensure the accountability of children being transported, by maintaining an accurate daily log.

II. Procedures

1. Prior to departure, a transportation log shall be used for all children being transported in a contracted provider/county vehicle to include each child's name, date, and time of departure.
2. Upon arrival at the destination, the driver and monitor shall:
 - Document the time of arrival and mark each child off the log as the child departs the vehicle.
 - Conduct an inspection of the vehicle to ensure that no child is left on the vehicle.
 - Sign and date the transportation log immediately, verifying that all children were accounted for and that the log is complete.
3. All Transportation Logs will be maintained in the vehicle at all times when children are transported. For record keeping purposes the logs will be maintained at the center for a year.
4. Strict adherence to this procedure is required to ensure that direct supervision is maintained and children are not left on the bus. Failure to follow all of the required steps listed above will be subject to disciplinary action, up to and including termination.

| | |
|--|--|
|  Family Services Department | Head Start Division Standard Operating Procedures Human Resources |
| Title: | Non-Fraternization |
| Development Date: | 4/14/2015 |
| Revision Date: | 7/1/2015 |
| Policy Council Approval Date: | 11/19/2015 |
| BCC Approval Date: | XX/XX/2015 |
| Orange County Policy Manual & Operational Regulations: 401-Productive Work Environment and Standards of Behavior & 403-Conflict of Interest | <p>401-Employees are expected to direct and coordinate their efforts to establish and maintain the highest level of efficiency and morale. Employees shall in no way act in any manner which may discredit the County government, public officials, fellow employee(s), or themselves. Employees shall avoid the appearance or perception of inappropriate or unethical actions as they perform their duties. Employees shall avoid any conduct or speech in the workplace or during work hours that is detrimental to the County. Employees shall treat each other and the public with courtesy and respect and at all times refrain from making any derogatory or demeaning remarks concerning one another. Code of Conduct violations may result in disciplinary action, up to and including termination.</p> <p>403-A conflict of interest may exist when an employee's actions or activities have the potential to involve a gain or advantage to the employee, their family or to individuals with whom the employee has business or financial ties. An employee's actions or activities should not pose an adverse effect on the County's interests, or prevent the employee from exercising care, skill and good judgment on behalf of the County in the performance of assigned duties.</p> |

I. Purpose

Orange County Head Start expects all staff to maintain the highest professional, moral and ethical standards.

II. Procedures

Professional Relationships between an Employee and a Supervisor/Manager

1. Personal relationships, including romantic or sexual, even if consensual, between a supervisor/manager and an employee who reports to him/her, may lead to complications and significant difficulties for all concerned. Accordingly, employees involved in the following types of personal relationships are prohibited from being in a supervisory-subordinate relationship in the workplace.
 - Consensual romantic or sexual relationship, including dating.
 - Domestic partner, which is defined as an adult, whether of same or opposite sex, who lives regularly with the employee in an exclusive, committed relationship, or engaged.
 - Non-romantic partner who is defined as an adult, whether of same or opposite sex, who lives or shares living quarters with the employee even though it is a non-romantic relationship.

Note: The County will not tolerate employees involved in these types of relationships if they work within the same department/location and report to the same supervisor.



Family Services Department

Head Start Division
Standard Operating Procedures

Title:

Non-Fraternization

2. This policy must be taken into consideration when making all employment decisions including, but not limited to, hiring, promotions, demotions, transfers, and changes in categories of employment (such as moving from casual to permanent).
3. This policy shall apply to all employees without regard to gender and/or sexual orientation of the participants in a relationship of the kind described above.
4. The County recognizes the importance of social interactions between employees, and therefore, it is not the intention of this policy to preclude any such interactions including lunches, holiday parties, and other employee functions that are and should be an important part or extension of the working environment. The policy stated above is not to be relied upon as justification or excuse for supervisors or managers to refuse to engage in or permit such social interactions among employees.
5. This policy is in addition to the existing county policies prohibiting sexual harassment, discrimination, and retaliation.
6. If a personal relationship between a supervisor and an employee should begin, it shall be the responsibility and mandatory obligation of the supervisor and the subordinate employee to promptly disclose the existence of the relationship to the Head Start Division Manager, or next in line supervisor in their absence. Failure to do so will result in disciplinary action, up to, and including termination.
7. The Head Start Division Manager shall inform the Family Services Department Director and Human Resources who will take immediate action to ensure this violation does not continue, by pursuing one of the following actions:
 - Permanently reassign one of the employees, if such a reassignment is feasible.
 - Temporarily reassign and move one of the employees, and grant both employees thirty (30) days for one of them to find alternative employment, within or outside the county. The Head Start Division Manager shall provide timely written notice to both employees regarding the violation of the policy and the action being taken.
8. During the thirty (30) days (as described above) the employee and supervisor will not be permitted to work together on any assignments (including assignments pending at the time of disclosure of the relationship), and the supervisor must withdraw from participating in any employment decision that may reward or adversely affect the employee with whom the supervisor has or has had a personal relationship.
9. Upon completion of thirty (30) days, if the employee or the supervisor has not been able to obtain alternate employment, the department shall immediately proceed with appropriate disciplinary action.

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Family Services Department

Head Start Division
Standard Operating Procedures

Title:

Non-Fraternization

10. Employees who wish to file a complaint to report a violation of this policy may do so to the attention of Human Resources. Retaliation against employees for reporting such violations will not be permitted. Employees must report retaliatory actions in writing directly to Human Resources as soon as possible after the incident occurs.

Professional Boundaries with Head Start Families:

1. Head Start families should be assured that the relationships they develop with Head Start staff will always be built upon the highest ethical precepts. The interactions and relationships between staff and families should be based upon mutual respect and trust; and an understanding of the appropriate boundaries.
2. Orange County Head Start (OCHS) staff are expected to accept responsibility for their conduct, and to understand that their conduct may be regarded as representative of Orange County Government, and that even off-duty conduct may adversely affect the abilities of a staff member to effectively perform his/her job duties (See Code of Conduct).
3. Staff is expected to abide by a professional standard of conduct and model good citizenship for students, parents, and the community.
4. Employees must understand that even an appearance of inappropriate relationships will adversely impact their effectiveness in the school environment.
5. In order to promote the efficient and fair operation and to avoid misunderstandings, complaints of favoritism, supervision problems, security problems, morale problems, and possible claims of sexual harassment, OCHS staff members are strictly prohibited from fraternizing, including but not limited to, dating, pursuing to date, and pursuing or having romantic or sexual relationships with Head Start families.

Prohibited Conduct with Head Start Families

1. Staff is prohibited from engaging in any of the following types of conduct, regardless of whether it occurs on or off school property or during or outside of school hours. The following list does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed:
 - Engaging in any romantic or sexual relationships, including dating, flirting, sexual contact, inappropriate physical displays of affection, or sexually suggestive comments, regardless of whether staff or families initiate the behavior or whether the relationship is consensual.
 - Fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships in which the relationship is outside the bounds of the reasonable, professional staff-client relationship.

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Family Services Department

Title:

Head Start Division
Standard Operating Procedures

Non-Fraternization

- Initiating or continuing communications with families for reasons unrelated to any appropriate purpose, including oral or written communication; telephone calls; electronic communication such as texting, instant messaging, email, chat rooms, Facebook, or other social media, webcams, or photographs.

Reporting Procedures for Misconduct with Head Start Families

1. Any person with knowledge or suspicion of an inappropriate relationship between staff and families must immediately report the conduct to their supervisor. Staff is encouraged to discuss issues with their supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.
2. Staff who make a good-faith report of a suspected fraternization violation, or who cooperates in inquiries related to the investigation of such a report, shall be protected from retaliation.
3. Reports of suspected fraternization violations by staff shall follow the procedures set forth in accordance with the appropriate disciplinary policies. If the allegations are founded, the staff person will be subject to disciplinary action, up to, and including termination.



Interoffice Memorandum

I. CONSENT AGENDA
FAMILY SERVICES
DEPARTMENT

3

GENDA ITEM

June 10, 2016

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – July 12, 2016
July 2016 Neighborhood Pride Landscaping Grant Recipient

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending approval of Lake Nally Woods HOA (see Attachment A). The grant request is displayed in greater detail in Attachment B. The grant request was reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The application was reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the application was reviewed against the County's permitting requirements to ensure that the projects would comply with appropriate County codes. Finally, the organization was required to document the appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED: Approval of July 2016 Neighborhood Pride Landscaping Grant as recommended by the Neighborhood Grants Advisory Board for Lake Nally Woods HOA (\$2,500). District 1.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

Neighborhood Pride Landscaping Grant
Orange County Board of County Commissioners
July 12, 2016 Consent Agenda
ATTACHMENT A

445

| District | Organization | Type of Organization | Project | Property Ownership | Estimated Amount | Community Match | Project Location |
|----------|----------------------|----------------------|-----------------------|--------------------|------------------|-----------------|--|
| 1 | Lake Nally Woods HOA | HOA | Landscaping | Private | \$2,500 | \$625 | Hemple Avenue and Lake Nally Woods Drive |
| | | | Total Requests | | \$2,500 | | |

445

Neighborhood Pride Grant Profile

Organization Name: Lake Nally Woods HOA

Request Amount: \$2,500

Commission District 1: Scott Boyd

Matching Amount: \$625

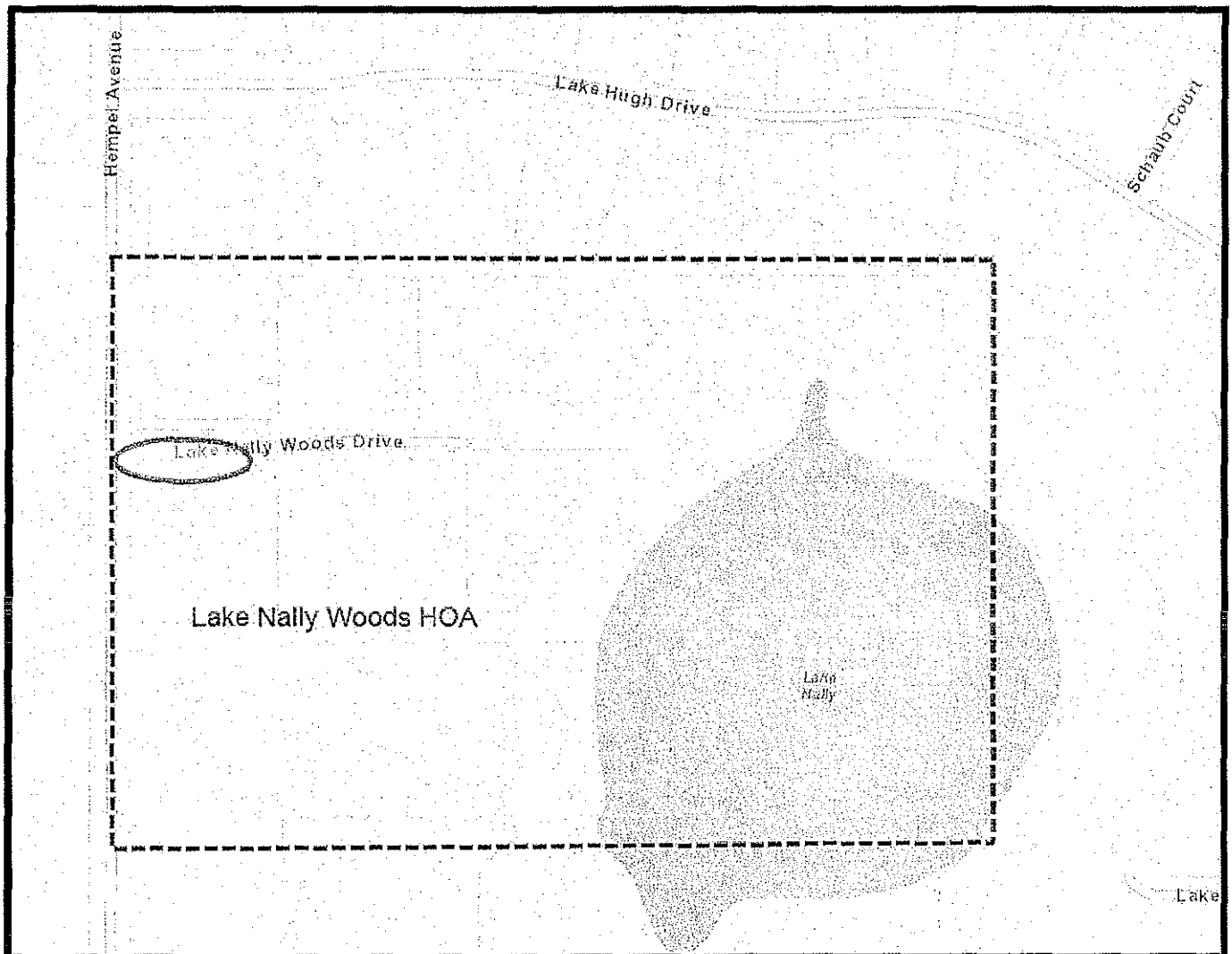
Municipality Jurisdiction: N/A

Total Project Cost: \$3,125

Property Ownership: Private

Type of Grant: Landscaping Grant

Summary: The neighborhood wishes to remove overgrown bushes and replace with new landscaping.



June 10, 2016

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP *Lavon B. Williams*
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item July 12, 2016
July 2016 Neighborhood Pride Nonprofit Housing Repair Grant
Recipients

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. There has been a continued interest from a wide range of neighborhood organizations for funding requests under the Neighborhood Pride Grant Program.

The Neighborhood Pride Nonprofit Housing Repair Grant Program is a strategy developed to respond to the rising foreclosure rates in Orange County. The purpose of this strategy is to assist Orange County neighborhoods threatened by physical decline and crippled by high foreclosures. The program is an opportunity to partner with nonprofit and faith-based organizations to provide minor housing repairs to owner-occupied homes in certain communities in Orange County through the use of community volunteers.

The grants are categorized as "Nonprofit Housing Repair Grant I" and "Nonprofit Housing Repair Grant II" and are available countywide in amounts ranging from \$1,000 to \$20,000. The Nonprofit Housing Repair Grant I is designed to encourage grassroots organizations to assist homeowners that are in need of minor exterior repairs. The organization provides the volunteer labor to perform the repairs and the Neighborhood Preservation and Revitalization Division purchases all the required materials for an amount not to exceed \$1,500. It is expected that these grants will benefit one to three homes per organization.

The Nonprofit Housing Repair Grant II will provide direct cash funding to nonprofit organizations that demonstrate organizational readiness to make minor repairs on a number of homes in a concentrated area. These nonprofits may contract or use volunteer labor to conduct the housing repair. However, preference will be given to those nonprofits that incorporate volunteer labor. The award amount for Grant II will typically range from \$5,000 to \$20,000. It is estimated that these grants will benefit 5 to 30 homes per organization.

The Neighborhood Grants Advisory Board is recommending approval of The Morning After Center for Hope and Healing, Inc. and Rebuilding Together Orlando for Nonprofit Housing Repair Grant II. The grant requests are displayed in greater detail in Attachment A.

ACTION REQUESTED: **Approval of July 2016 Neighborhood Pride Nonprofit Housing Repair Grants as recommended by the Neighborhood Grants Advisory Board for The Morning After Center for Hope and Healing, Inc. (\$20,000) and Rebuilding Together Orlando (\$20,000). Districts 1 and 2.**

Attachment

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

Neighborhood Pride Nonprofit Housing Repair Grant
Orange County Board of County Commissioners
July 12, 2016 Consent Agenda
ATTACHMENT A

| District | Organization | Community Served | # of Homes | Grant Program | Work Performed | Requested Amount |
|----------|---|--------------------|-----------------------|---------------|------------------------------------|------------------|
| 1 | The Morning After Center for Hope and Healing, Inc. | East Winter Garden | 5 | Grant II | Minor Exterior repair and painting | \$20,000 |
| 2 | Rebuilding Together Orlando | South Apopka | 5 | Grant II | Minor Exterior repair and painting | \$20,000 |
| | | | Total Requests | | | \$40,000 |



Interoffice Memorandum

I. CONSENT AGENDA
FAMILY SERVICES
DEPARTMENT
5

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: Lavon B. Williams, Manager, Esq., AICP *LCB*
Neighborhood Preservation and Revitalization Division *for LW*

SUBJECT: Consent Agenda Item – July 12, 2016
Resolution for the Community Contribution Tax Credit Program

The Neighborhood Preservation and Revitalization Division administers the Enterprise Zone Program, which offers state tax refunds and credits to businesses that invest in areas in need of economic revitalization. The Enterprise Zone Program's Community Contribution Tax Credit Program provides a financial incentive (up to 50% tax credit or sales tax refund) to encourage businesses to make donations toward community development and housing projects for low-income persons. Businesses may take the credit on Florida corporate income tax, insurance premium tax, or as a refund against sales tax.

Rebuilding Together of Central Florida, Inc., dba Rebuilding Together Orlando submitted three proposals for initiatives to help low income households throughout the Enterprise Zone. The Raise the Roof project assists with roof repair or replacement; the Building a Healthy Neighborhood project focuses on home safety, fire prevention, and home efficiency improvements; and the Back to Basics project addresses home repairs.

The staff recommends approval of the resolution for Rebuilding Together of Central Florida, Inc., dba Rebuilding Together Orlando.

Action Requested: Approval and execution of Resolution of the Orange County Board of County Commissioners regarding the Application of Rebuilding Together of Orlando as a Designated Project of the Enterprise Zone Community Contribution Tax Credit Program. Districts 2, 3, 5, and 6.

c: Jason Reynolds, AICP, Neighborhood Preservation and Revitalization Division

RESOLUTION

of the
Orange County Board of County Commissioners
regarding
**THE APPLICATION OF REBUIDLING TOGETHER OF
ORLANDO AS A DESIGNATED PROJECT OF THE
ENTERPRISE ZONE COMMUNITY CONTRIBUTION TAX
CREDIT PROGRAM**

Resolution No. _____

WHEREAS, section 220.183, Florida Statutes, provides for a Community Contribution Credit Program ("CCTC Program") to encourage donations to community development programs in low-income communities by providing contributors with a 50% credit against any state tax due for a taxable year; and

WHEREAS, any project for which a business seeks a tax credit must be undertaken by an "eligible sponsor" which includes nonprofit, community-based organizations whose mission is the provision of housing for low-income or very low income households; and

WHEREAS, all projects must first be approved by application to the State of Florida Department of Economic Opportunity; and

WHEREAS, the application for any project must include a resolution from the local government where the proposed project is to be located, certifying that the project is consistent with local plans and regulations; and

WHEREAS, Rebuilding Together of Central Florida, Inc., doing business as Rebuilding Together Orlando, ("Rebuilding Together Orlando") is a non-profit organization formed in 2002 to assist low-income seniors, veterans, families with children, and disabled homeowners with repairs necessary to help make their homes comfortable, safe, and dry; and

WHEREAS, Rebuilding Together Orlando has provided extensive home rehabilitation and modification services to 75 homeowners in Tangelo Park, Carver Shores, Apopka, and Eatonville communities located in Orange County Florida; and

WHEREAS, the Rebuilding Together Orlando "Back to Basics" program addresses critical home repairs along with less critical painting and landscaping to all low income homeowners; and

WHEREAS, the Rebuilding Together Orlando "Building a Healthier Neighborhood" program focuses on fire prevention, home safety, and energy efficiency improvements; and

WHEREAS, the Rebuilding Together Orlando "Raise the Roof" project provides roof repair and replacement services in order to maintain an inventory of affordable housing; and

WHEREAS, Rebuilding Together Orlando now desires to participate in the CCTC Program as an eligible sponsor and solicit donations for its "Raise the Roof", "Back to Basics" and "Building a Healthier Neighborhood" Programs; and

WHEREAS, the Orange County Housing and Community Development Division certified that the proposed Rebuilding Together Orlando projects are consistent with the local plans and regulations; and

WHEREAS, in order for Rebuilding Together Orlando to become a sponsored project under the CCTC Program, the Orange County Board of County Commissioners must adopt a resolution certifying that Rebuilding Together Orlando programs are consistent with local plans and regulations.

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

Section 1: Declaration of Support. Orange County supports the Rebuilding Together Orlando programs which provide roof repair and replacement services, home safety upgrades, and home repairs to low-income homeowners.

Section 2: Finding of Consistency. The Rebuilding Together Orlando programs are consistent with the provisions of the Orange County Comprehensive Policy Plan and all local plans and regulations.

Section 3: Directions to the Clerk. The Orange County Clerk to the Board of County Commissioners is hereby authorized and directed to file this resolution with the State of Florida, Office of Tourism Trade and Economic Development of the Executive Office of the Governor, The Capital, Suite 2001, Tallahassee, Florida, 32399-0001.

Section 4: Effective Date. This resolution shall take effect upon the date of its adoption.

ADOPTED THIS _____ DAY OF _____, 2016.

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

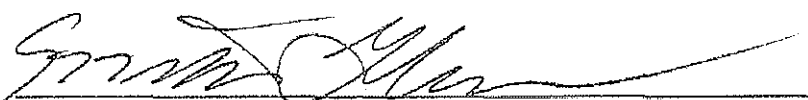
By: _____
Deputy Clerk

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**Certification of Consistency
with the Consolidated Plan**U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Rebuilding TogetherProject Name: Raise the Roof ProjectLocation of the Project: Orange County

_____Name of the Federal
Program to which the
applicant is applying: Florida Department of Economic OpportunityName of
Certifying Jurisdiction: Orange CountyCertifying Official
of the Jurisdiction
Name: Mitchell GlasserTitle: Housing and Community Development DivisionSignature: Date: January 14, 2016

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

OMB Approval No. 2500-0112 (Exp. 03-2015)

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Rebuilding Together

Project Name: Building a Healthier Neighborhood

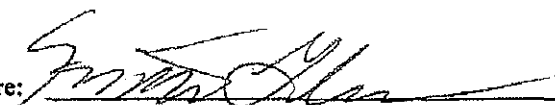
Location of the Project: Orange County

Name of the Federal
Program to which the
applicant is applying: Florida Department of Economic Opportunity

Name of
Certifying Jurisdiction: Orange County

Certifying Official
of the Jurisdiction
Name: Mitchell Glasser

Title: Housing and Community Development Division

Signature: 

Date: January 14, 2016

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Rebuilding Together

Project Name: Back to Basics (home repairs)

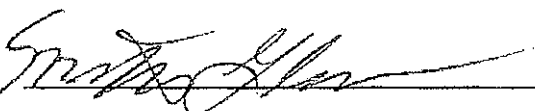
Location of the Project: Orange County

Name of the Federal
Program to which the
applicant is applying: Florida Department of Economic Opportunity

Name of
Certifying Jurisdiction: Orange County

Certifying Official
of the Jurisdiction
Name: Mitchell Glasser

Title: Housing and Community Development Division

Signature: 

Date: January 14, 2016

| SPONSOR ELIGIBILITY DOCUMENTATION PLEASE INDICATE DOCUMENTS THAT ARE ATTACHED | |
|--|---|
| X | Copy of the organization's Articles of Incorporation |
| X | Copy of the organization's By-Laws |
| X | Copy of the Florida Division of Corporation's Registration Certificate |
| X | Copy of the Internal Revenue Service eligibility letter Tax (exemption certificate) |
| X | Other documentation of sponsor eligibility (IRS Letter of Determination) |

| PROJECT NARRATIVE | |
|--|---|
| The sponsor must submit a project narrative that briefly and clearly describes the following aspects (please label each aspect accordingly): | |
| A | <u>Describe the eligible project:</u> The following programs address the needs of low income homeowners, as well as the needs of low income seniors, families with children, those with disabilities and Veterans in our community. 1. <u>Building a Healthier Neighborhood- (BAHN)</u> - This program focuses on fire prevention, home safety and energy efficiency improvements. This program addresses the needs of low income homeowners, families with children, seniors, those with disabilities and Veterans in our community. Rebuilding Together modifies their homes with critical upgrades to ensure it is adapted to meet their daily needs, eliminating hazards that threaten safe and independent living, as well as maximizing energy efficiency and dollars savings. The estimated cost for this program is \$2,500. We would like to accommodate <u>33</u> homeowners a year. <u>This is a new program requiring funding.</u> |
| B | <u>Lists the types of donations sought:</u> Monetary, and materials to support our projects. |
| C | <u>Identifies the uses for donations:</u> Monetary donations will be directed toward funding project efforts where permits, professional services, and materials are required to repair the homes of low income homeowners, families with children, seniors, those with disabilities and Veterans in our community. |
| D | <u>Estimates the total project cost:</u> 1.) Home safety/independent living/energy efficiency \$82,500 (\$2,500 x 33). |
| E | <u>Estimates the number of jobs (if applicable) :</u> N/A |
| F | <u>Estimates the completion date of the project (If applicable):</u> On-going |

| SPONSOR ELIGIBILITY DOCUMENTATION | |
|---|---|
| PLEASE INDICATE DOCUMENTS THAT ARE ATTACHED | |
| X | Copy of the organization's Articles of Incorporation |
| X | Copy of the organization's By-Laws |
| X | Copy of the Florida Division of Corporation's Registration Certificate |
| X | Copy of the Internal Revenue Service eligibility letter Tax (exemption certificate) |
| X | Other documentation of sponsor eligibility (IRS Letter of Determination) |

| PROJECT NARRATIVE | |
|--|--|
| The sponsor must submit a project narrative that briefly and clearly describes the following aspects (please label each aspect accordingly): | |
| A | <p><u>Describe the eligible project:</u> The following programs address the needs of low income homeowners, as well as the needs of low income seniors, families with children, those with disabilities and Veterans in our community.</p> <p>1. <u>Back to Basics-</u> These <i>by-request</i> events are typically sponsored by a corporation or a local government entity. A wide range of critical home repairs are addressed along with less critical painting and landscaping to all low income homeowners. The use of volunteer labor, where possible, and are leveraged to get greater funding impact. The estimated cost for this program is \$1,000-\$5,000. We would like to accommodate <u>33</u> homeowners a year.</p> |
| B | <u>Lists the types of donations sought:</u> Monetary, and materials to support our projects. |
| C | <u>Identifies the uses for donations:</u> Monetary donations will be directed toward funding project efforts where permits, professional services, and materials are required to repair the homes of low income homeowners, families with children, seniors, those with disabilities and Veterans in our community. |
| D | <p><u>Estimates the total project cost:</u></p> <p>1.) Painting/minor home repairs \$82,500 (\$2,500 x 33).</p> |
| E | <u>Estimates the number of jobs (if applicable) :</u> N/A |
| F | <u>Estimates the completion date of the project (if applicable):</u> On-going |

| SPONSOR ELIGIBILITY DOCUMENTATION | |
|---|---|
| PLEASE INDICATE DOCUMENTS THAT ARE ATTACHED | |
| X | Copy of the organization's Articles of Incorporation |
| X | Copy of the organization's By-Laws |
| X | Copy of the Florida Division of Corporation's Registration Certificate |
| X | Copy of the Internal Revenue Service eligibility letter Tax (exemption certificate) |
| X | Other documentation of sponsor eligibility (IRS Letter of Determination) |

| PROJECT NARRATIVE | |
|--|---|
| The sponsor must submit a project narrative that briefly and clearly describes the following aspects (please label each aspect accordingly): | |
| A | <p><u>Describe the eligible project:</u> The following programs address the needs of low income homeowners, as well as the needs of low income seniors, families with children, those with disabilities and Veterans in our community.</p> <p>1. <u>Raise the Roof-</u>The #1 request that we get is for roof repair and replacement. Our services range from emergency tarp coverage to full roof replacement. The average roof replacement in the communities served will range from \$6,000-\$10,000. Repairs range from \$400-\$2000. This program will have a dramatic impact on maintaining an inventory of affordable housing. We would like to accommodate <u>33</u> homeowners a year. <u>This is a new program requiring funding.</u></p> |
| B | <u>Lists the types of donations sought:</u> Monetary, and materials to support our projects. |
| C | <u>Identifies the uses for donations:</u> Monetary donations will be directed toward funding project efforts where permits, professional services, and materials are required to repair the homes of low income homeowners, families with children, seniors, those with disabilities and Veterans in our community. |
| D | <p><u>Estimates the total project cost:</u></p> <p>1.) Roof repair/replacement \$264,000 (\$8,000 x 33).</p> |
| E | <u>Estimates the number of jobs (if applicable) :</u> N/A |
| F | <u>Estimates the completion date of the project (if applicable):</u> On-going |

June 10, 2016

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP *LBW*
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – July 12, 2016
July 2016 Neighborhood Pride Sign Grant Recipients

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending the approval of two Sign Grants: Magnolia Hills at Lake Gandy and Silver Star Estates (see Attachment A). The grant requests are displayed in greater detail in Attachments B and C. The grant requests were reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The applications were reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the applications were reviewed against the County's permitting requirements to ensure that the projects would comply with appropriate County codes. Finally, the organizations were required to document the appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED: Approval of July 2016 Neighborhood Pride Sign Grants as recommended by the Neighborhood Grants Advisory Board for Magnolia Hills at Lake Gandy (\$5,000) and Silver Star Estates (\$5,000). Districts 2 and 6.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

Neighborhood Pride Sign Grant
Orange County Board of County Commissioners
July 12, 2016 Consent Agenda
ATTACHMENT A

| District | Organization | Type of Organization | Project | Property Ownership | Estimated Amount | Community Match | Project Location |
|----------|------------------------------|----------------------|-----------------------|--------------------|------------------|-----------------|---|
| 2 | Magnolia Hills at Lake Gandy | Neighborhood | Sign Installation | Private | \$5,000 | \$0 | Magnolia Homes Road and Foothills Drive |
| 6 | Silver Star Estates | Neighborhood | Sign Installation | Public | \$5,000 | \$0 | Silver Star Road and Bon Air Drive |
| | | | Total Requests | | \$10,000 | | |

Neighborhood Pride Grant Profile

Organization Name: Magnolia Hills at Lake Gandy

Request Amount: \$5,000

Commission District 2: Bryan Nelson

Matching Amount: N/A

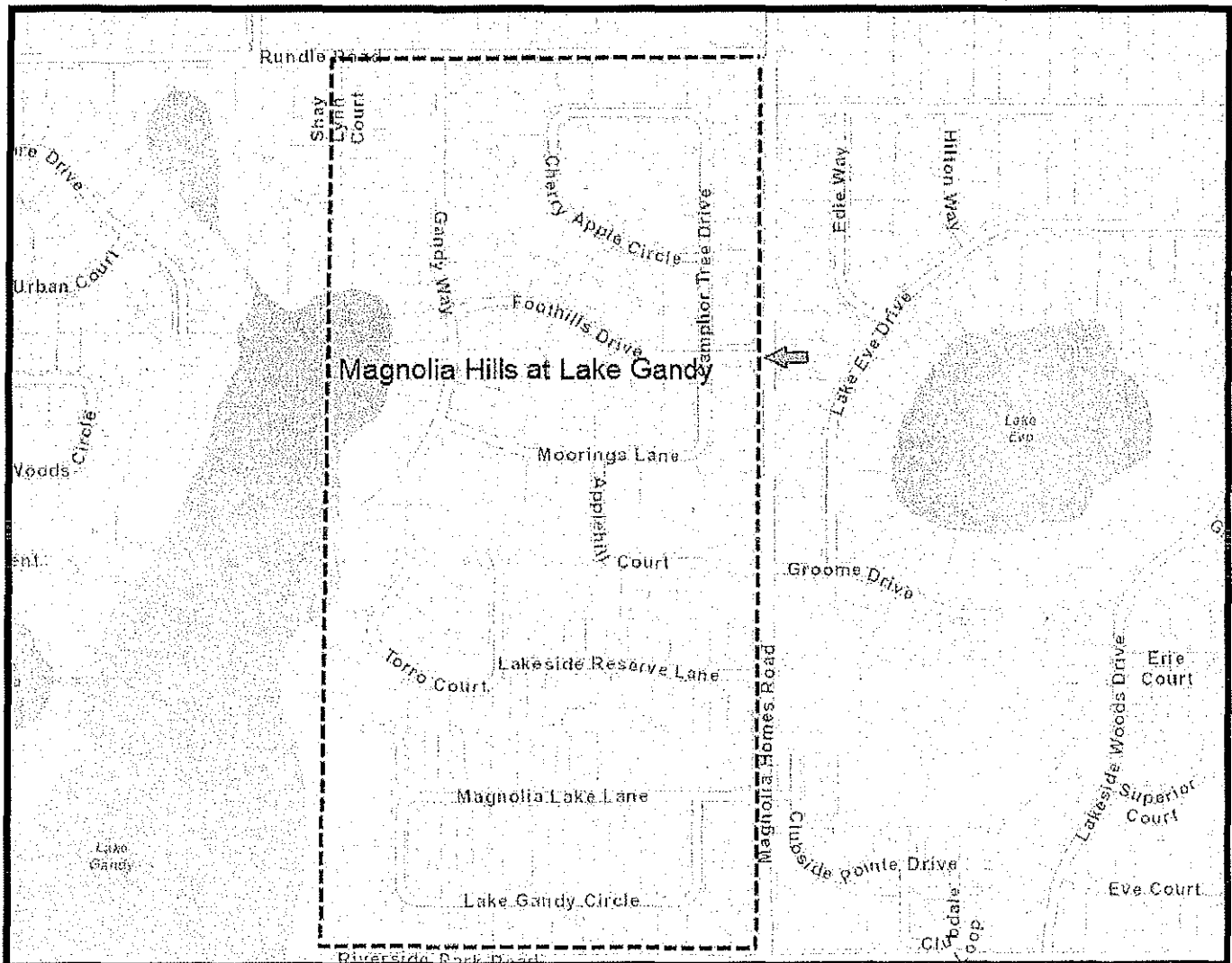
Municipality Jurisdiction: N/A

Total Project Cost: \$5,000

Property Ownership: Private

Type of Grant: Sign Grant

Summary: The neighborhood wishes to install two signs at their neighborhood entrance. The homes within this neighborhood have met taxable value guidelines.



Neighborhood Pride Grant Profile

Organization Name: Silver Star Estates

Request Amount: \$5,000

Commission District 6: Victoria P. Siplin

Matching Amount: N/A

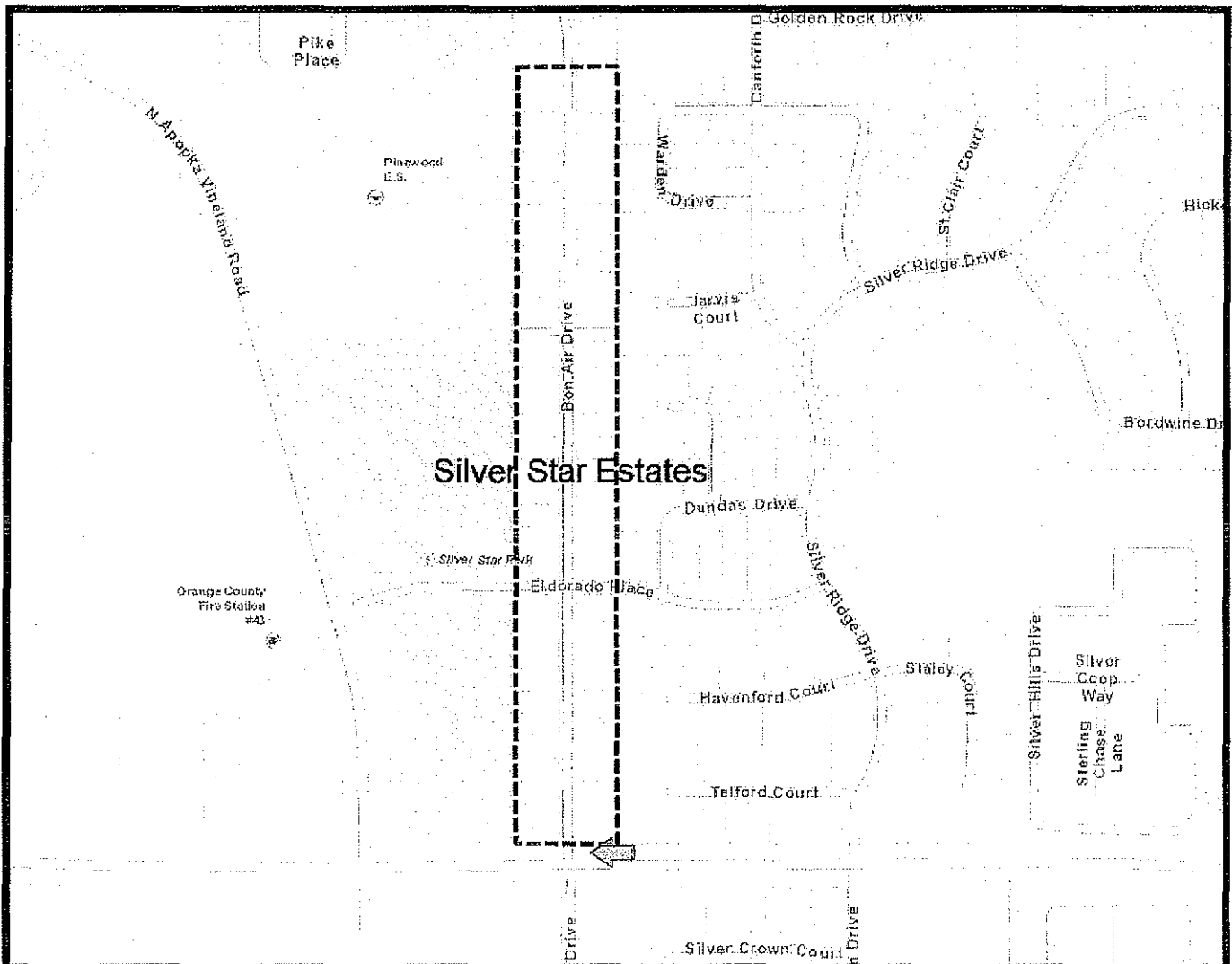
Municipality Jurisdiction: N/A

Total Project Cost: \$5,000

Property Ownership: Public

Type of Grant: Sign Grant

Summary: The neighborhood wishes to install a monument sign at their neighborhood entrance. The homes within this neighborhood have met taxable value guidelines.





Interoffice Memorandum

AGENDA ITEM

July 1, 2016

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP *LBW*
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – July 12, 2016
July 2016 Neighborhood Pride Entranceway Grant
Recipients

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending the approval of three Entranceway Improvement Grants for Lake Rose HOA, Lyme Bay Colony Condominium Association and Silver Pines Pointe Phase 1 and 2. (see Attachment A). The grant requests are displayed in greater detail in Attachments B through D. The grant requests were reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The applications were reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the applications were reviewed against the County's permitting requirements to ensure that the project would comply with appropriate County codes. Finally, the organizations were required to document the appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED: Approval of July 2016 Neighborhood Pride Entranceway Grants as recommended by the Neighborhood Grants Advisory Board for Lake Rose HOA (\$5,000); Lyme Bay Colony Condominium Association (\$5,000) and Silver Pines Pointe Phase 1 and 2 (\$5,000). Districts 3 and 6.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

LBW/ydl

Neighborhood Pride Entranceway Grant
Orange County Board of County Commissioners
July 12, 2016 Consent Agenda
ATTACHMENT A

| District | Organization | Type of Organization | Project | Property Ownership | Estimated Amount | Community Match | Project Location |
|----------|---|---------------------------|-------------------------|--------------------|------------------|-----------------|---|
| 3 | Lake Rose HOA | HOA | Entranceway Improvement | Private | \$5,000 | \$250 | South Chickasaw Trail and American Rose Parkway |
| 6 | Lyme Bay Colony Condominium Association | Condominium Association | Entranceway Improvement | Private | \$5,000 | \$250 | Tampa Avenue and 40th Street |
| 6 | Silver Pines Pointe Phase 1 and 2 | Neighborhood Organization | Entranceway Improvement | Public | \$5,000 | \$250 | Golf Club Parkway and Hernandez Drive |
| | | | Total Requests | | \$15,000 | | |

Neighborhood Pride Grant Profile

Organization Name: Lake Rose HOA

Request Amount: \$5,000

Commission District 3: Pete Clarke

Matching Amount: \$250

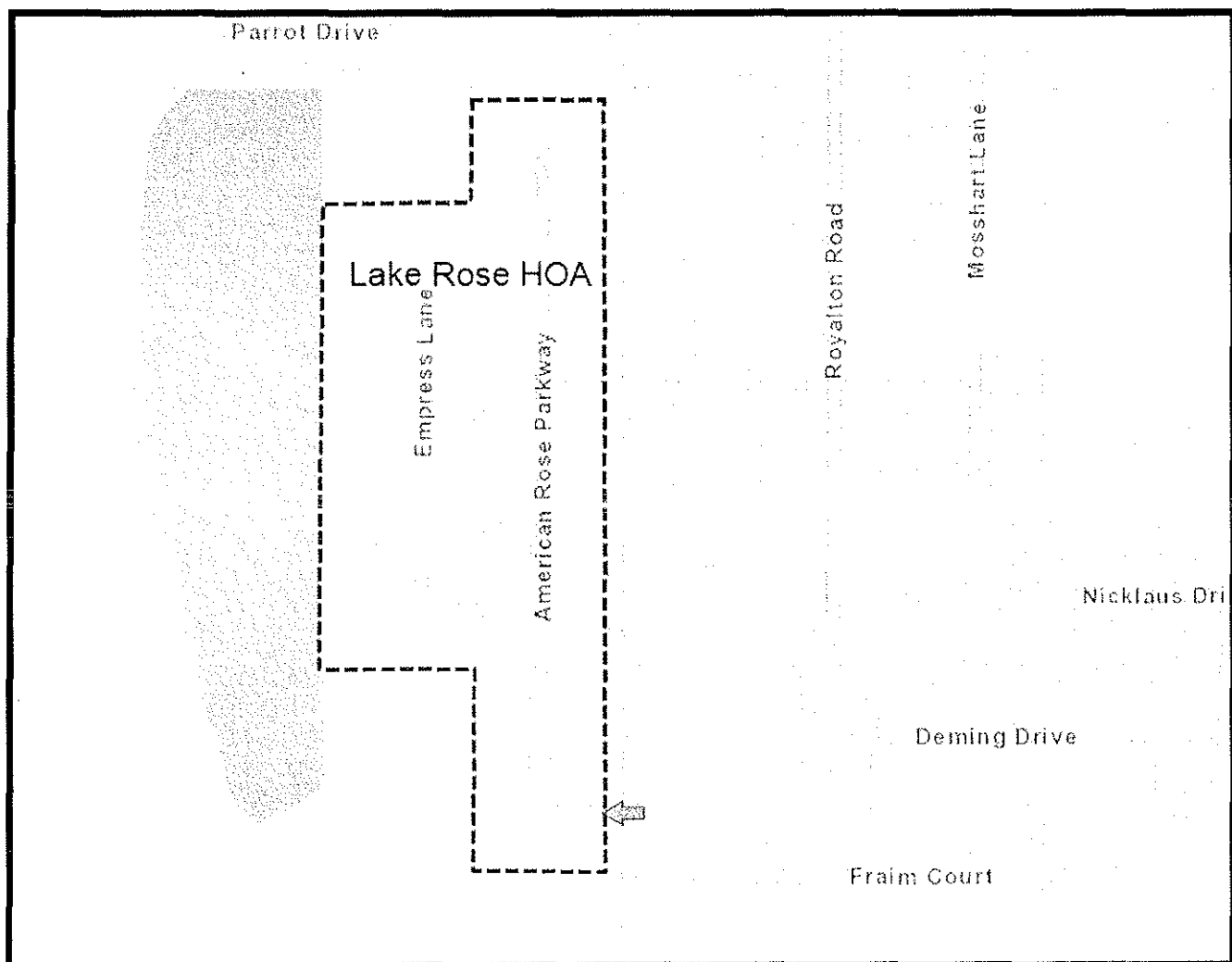
Municipality Jurisdiction: N/A

Total Project Cost: \$5,250

Property Ownership: Private

Type of Grant: Entranceway Grant

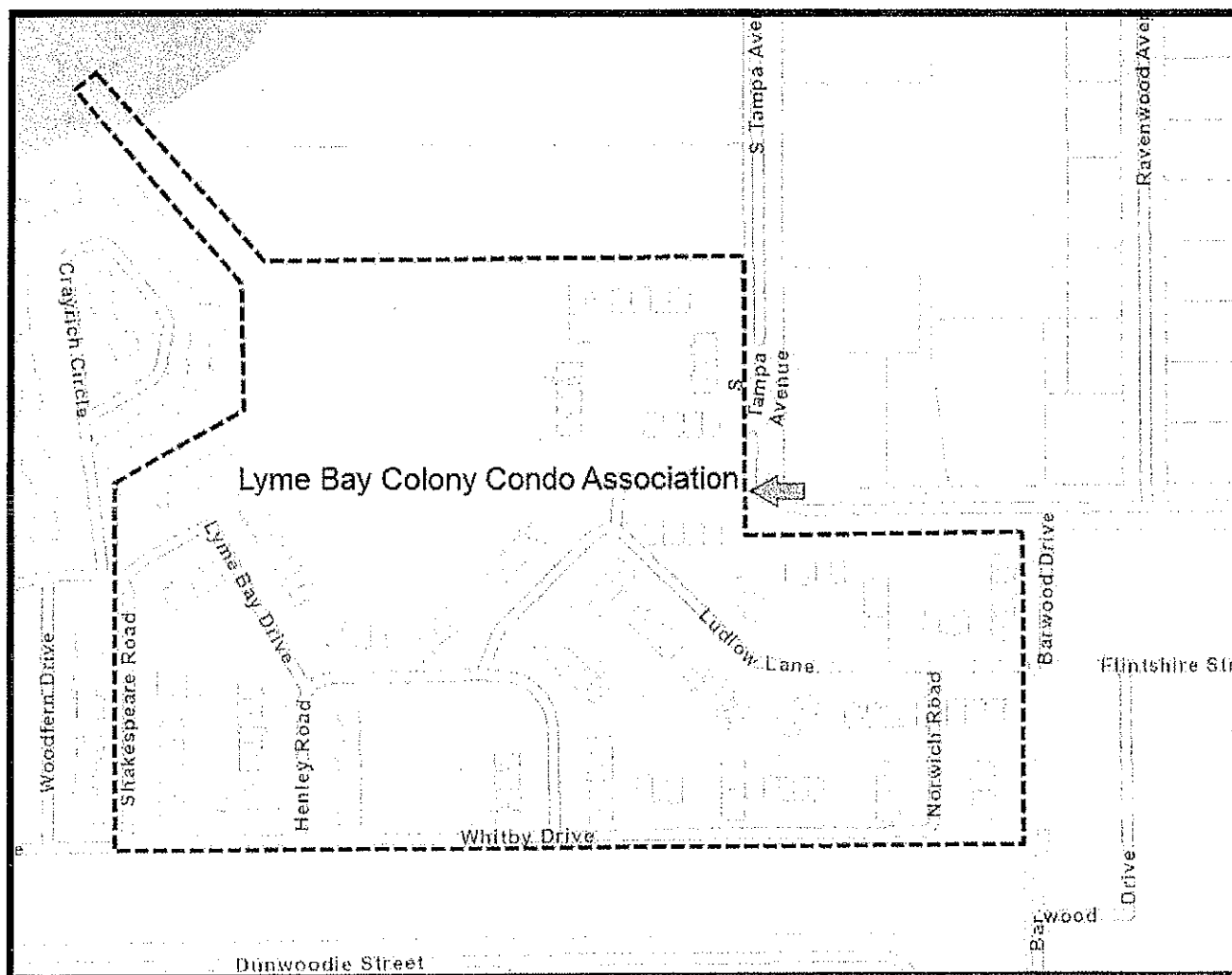
Summary: The neighborhood wishes to install two entranceway signs at the south entrance to the neighborhood. The homes within this neighborhood have met taxable value guidelines.



Neighborhood Pride Grant Profile

| | |
|--|----------------------------------|
| Organization Name: Lyme Bay Colony Condominium Association | Request Amount: \$5,000 |
| Commission District 6: Victoria P. Siplin | Matching Amount: \$250 |
| Municipality Jurisdiction: N/A | Total Project Cost: \$5,000 |
| Property Ownership: Private | Type of Grant: Entranceway Grant |

Summary: The neighborhood wishes to install a new entranceway sign. The homes within this neighborhood have met taxable value guidelines.



Neighborhood Pride Grant Profile

Organization Name: Silver Pines Pointe Phase 1 & 2

Request Amount: \$5,000

Commission District 6: Victoria P. Siplin

Matching Amount: \$250

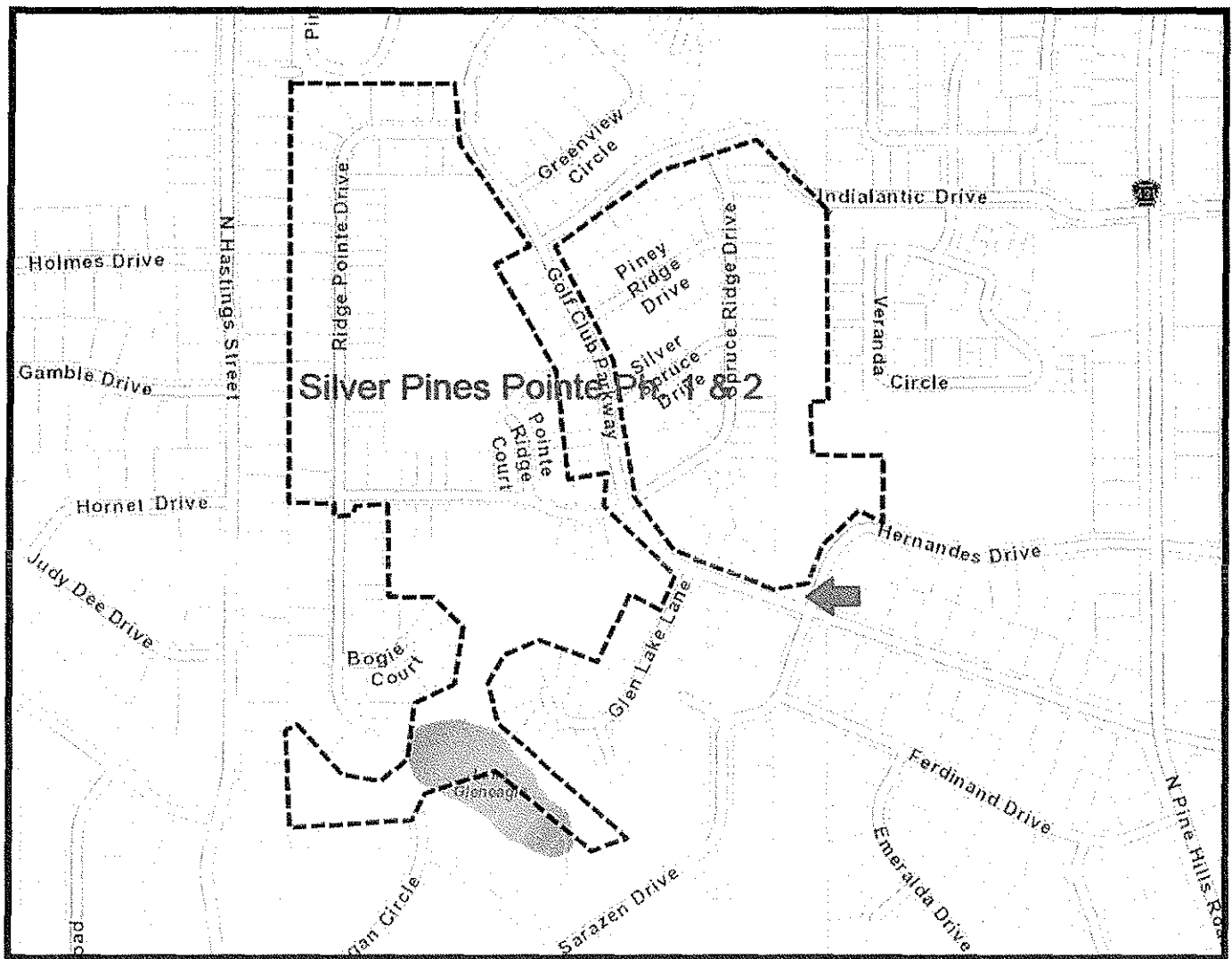
Municipality Jurisdiction: N/A

Total Project Cost: \$5,250

Property Ownership: Public

Type of Grant: Entranceway Grant

Summary: The neighborhood wishes to install a monument sign. The homes within this neighborhood have met taxable value guidelines.



June 10, 2016

TO: Mayor Teresa Jacobs

-AND-

Board of County Commissioners

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

Lonnie C. Bell Jr.

FROM: Lavon B. Williams, Manager, Esq., AICP
Neighborhood Preservation and Revitalization Division

LBW

SUBJECT: Consent Agenda Item – July 12, 2016
Countywide Sustainable Communities Grant

Orange County Board of County Commissioners accepted and adopted the Orange County Sustainability Plan "Our Home for Life" on May 13, 2014. The Orange County Sustainability Plan's purpose is to provide a framework for working towards sustainability, as well as goals and strategies that will serve to integrate sustainability into our culture, decision-making and governance. The Sustainable Communities Grant Program is a part of the Neighborhood Pride Grants program created in 2011 to offer beautification grants to neighborhood organizations. The Sustainable Communities Grant Program allows neighborhood organizations to take charge and implement sustainable projects in their community.

The Neighborhood Preservation and Revitalization Division administers the Sustainable Communities Grant Program, which provides funds for citizen organizations to help reduce pollution and their carbon footprint. The grant is available countywide between \$500 and \$5,000. The Sustainable Communities Grant Program accepts applications on a monthly basis.

The Neighborhood Preservation and Revitalization Division staff performs a detailed technical review on each application received. The staff examines various aspects of the project, including the potential reduction in pollution and carbon footprint, the project cost, impact on the community, and the ability of the organization to execute the project and maintain any physical improvements. The Environmental Protection Division helped to develop the grant program criteria and assists applicants in developing projects that reduce pollution and their carbon footprint. Organizations are required to provide a letter of support from the Environmental Protection Division, which has been provided for these projects.

Several measures are in place to ensure proper monitoring and compliance with the program guidelines. All grant funds are distributed through the County's purchase order process, and there are no direct cash payments to the selected organizations. Applicants are required to complete projects, as documented on the invoices from vendors and their status reports.

Every organization that completes a physical improvement project must also demonstrate the ability to independently maintain the improvement. Staff concludes the monitoring process for each grant awarded by conducting detailed site visits to ensure compliance with the requirements.

The Neighborhood Grants Advisory Board (NGAB) is recommending approval of Watermill Cove HOA Sustainable Communities Grant for July 2016 (see Attachment A). The grant request was reviewed by Orange County staff and presented to the NGAB for recommendation. The application was reviewed based on project feasibility, organizational readiness, and benefit to the community. The grant request is displayed in greater detail in Attachment B.

ACTION REQUESTED: **Approval of the July 2016 Sustainable Communities Grant as recommended by the Neighborhood Grants Advisory Board for Watermill Cove HOA (\$3,000). District 5.**

Attachments

- c: Lori Cuniff, Deputy Director, Community, Environmental and Development Services
- Antwan Nelson, Neighborhood Preservation and Revitalization Division
- Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

Orange County Board of County Commissioners
 July 12, 2016 Consent Agenda
 Countywide Sustainable Communities Grants – ATTACHMENT A

| District | Organization | Description of the Project | Requested Amount | NGAB Recommendation | EPD Review |
|----------|--------------------|----------------------------|------------------|---------------------|------------|
| 5 | Watermill Cove HOA | Lake Shoreline Restoration | \$3,000 | Yes | Yes |
| | | Total Requests | \$3,000 | | |

Sustainable Communities Grant Profile

Organization Name: Watermill Cove HOA

Request Amount: \$3,000

Commission District 5: Ted Edwards

Matching Amount: Not Required

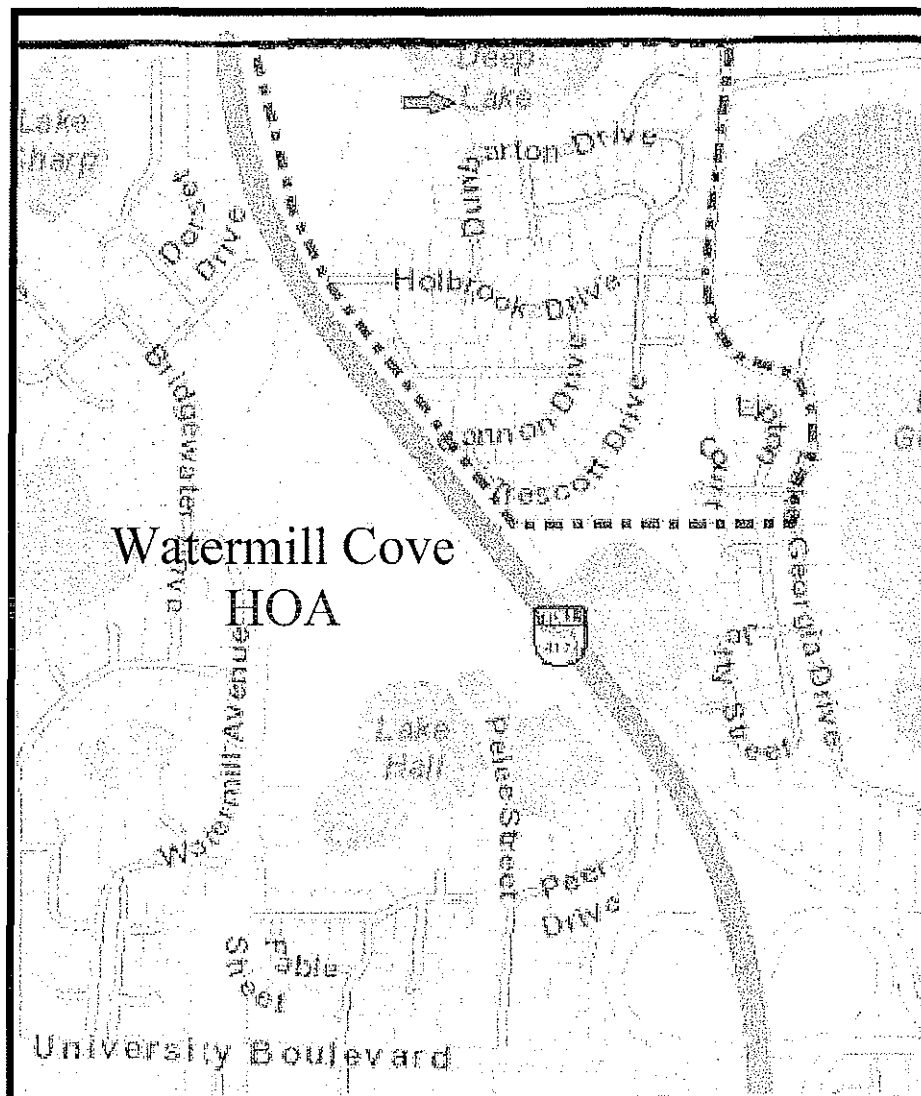
Municipality Jurisdiction: Un-Incorporated

Total Project Cost: \$3,000

Property Ownership: Private

Type of Grant: Sustainable
Communities Grant

Summary: The neighborhood wishes to restore the Watermill Cove shoreline around fishing pier and to provide give-a-ways related to sustainability at a community event. The homes within this neighborhood have met taxable value guidelines.





Interoffice Memo:

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
1

AGENDA ITEM

June 23, 2016

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: (407) 836-7611

A handwritten signature in black ink, appearing to read "CH", located to the right of the "FROM:" field.

SUBJECT: Certificate of Public Convenience and Necessity
Renewal for Winter Park Fire Rescue
Consent Agenda – July 12, 2016

The EMS Office of the Medical Director requests the approval of the renewal Certificate of Public Convenience and Necessity for Winter Park Fire Rescue to provide Advanced Life Support Transport Service. Winter Park Fire Rescue has submitted the attached application requesting the renewal of their Certificate of Public Convenience and Necessity. The current Certificate has been in effect as an Advanced Life Support Transport Service since 1983.

The EMS Office of the Medical Director has determined that all requirements have been met by Winter Park Fire Rescue as contained in Orange County Ordinance 2001-9.

ACTION REQUESTED: Approval and execution of the renewal Certificate of Public Convenience and Necessity for Winter Park Fire Rescue to provide Advanced Life Support Transport Service. The term of this certificate is from July 31, 2016 through July 31, 2018. There is no cost to the County. **(EMS Office of the Medical Director)**

CH/cf

Attachments

Cc: George Ralls, M.D., Deputy County Administrator

**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
EMS OFFICE OF THE MEDICAL DIRECTOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, the Winter Park Fire Rescue has requested authorization to provide
Advanced Life Support services to the citizens of Orange County and
(Advanced Life or Basic Life Support)

WHEREAS, there has been a demonstrated need to provide these essential services to the citizens of Orange County; and,

WHEREAS, the above named service affirms that it will maintain compliance with requirements of the State and
County Laws, Ordinances and Rules and Regulations.

THEREFORE, the Board of County Commissioners of Orange County hereby issues a Certificate of Public
Convenience and Neccessity to this ALS Transport service.
(BLS, ALS-transport; or ALS non-transport)

Date Issued: July 31, 2016 Date of Expiration: July 31, 2018

Limitations: None



ORANGE COUNTY, FLORIDA
EMS OFFICE OF THE MEDICAL DIRECTOR
RENEWAL APPLICATION
FOR

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

☒ ALS TRANSPORT
☐ BLS TRANSPORT
☐ ALS AIR TRANSPORT

☐ ALS NON-TRANSPORT
☐ BLS NON-TRANSPORT
☐ INTERFACILITY TRANSPORT

APPLICATION DATE June 6, 2016

1. NAME OF SERVICE Winter Park Fire Rescue

2. BUSINESS ADDRESS (STREET) 343 West Canton Avenue CITY Winter Park

COUNTY Orange STATE FL ZIP CODE 32789

3. PHONE NUMBER 407-599-3298 FAX 407-599-3231 24 Hour Number 407-644-1212

Internet E-Mail address rrodriguez@cityofwinterpark.org

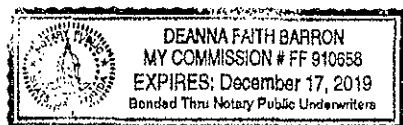
Manager's Name Richard Rodriguez Title Captain / EMS Supervisor

NOTE: (IF THERE ARE ANY CHANGES TO BE MADE TO YOUR PREVIOUS APPLICATION, PLEASE LIST BY NUMBER IN THE SPACE PROVIDED BELOW. (Use separate sheet if necessary). COMPLETE PERSONNEL AND VEHICLE ROSTER ATTACHMENTS, IF THERE ARE ANY CHANGES).

TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT AND THERE ARE NO OTHER CHANGES TO BE MADE TO THE ORIGINAL APPLICATION.

R. Rodriguez
SIGNATURE

6/6/16
DATE:

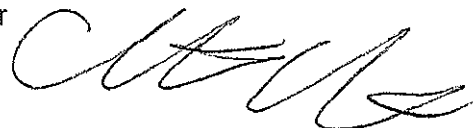


Deanna Faith Barron
NOTARY SEAL
NOTARY SIGNATURE

June 23, 2016

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: (407) 836-7611



SUBJECT: Certificate of Public Convenience and Necessity
Renewal for Orange County Fire Rescue, Operations
Consent Agenda – July 12, 2016

The EMS Office of the Medical Director requests the approval of the renewal Certificate of Public Convenience and Necessity for Orange County Fire Rescue, Operations to provide Advanced Life Support Transport Service. Orange County Fire Rescue, Operations has submitted the attached application requesting the renewal of their Certificate of Public Convenience and Necessity. The current Certificate has been in effect as an Advanced Life Support Transport Service since 1981.

The EMS Office of the Medical Director has determined that all requirements have been met by Orange County Fire Rescue, Operations as contained in Orange County Ordinance 2001-9.

ACTION REQUESTED: Approval and execution of the renewal Certificate of Public Convenience and Necessity for Orange County Fire Rescue, Operations to provide Advanced Life Support Transport Service. The term of this certificate is from July 31, 2016 through July 31, 2018. There is no cost to the County. **(EMS Office of the Medical Director)**

CH/cf

Attachments

Cc: George Ralls, M.D., Deputy County Administrator

**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
EMS OFFICE OF THE MEDICAL DIRECTOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, the Orange County Fire Rescue, Operations has requested authorization to provide
Advanced Life Support services to the citizens of Orange County and
(Advanced Life or Basic Life Support)

WHEREAS, there has been a demonstrated need to provide these essential services to the citizens of Orange County; and,

WHEREAS, the above named service affirms that it will maintain compliance with requirements of the State and
County Laws, Ordinances and Rules and Regulations.

THEREFORE, the Board of County Commissioners of Orange County hereby issues a Certificate of Public
Convenience and Neccessity to this ALS Transport service.
(BLS, ALS-transport; or ALS non-transport)

Date Issued: July 31, 2016 Date of Expiration: July 31, 2018

Limitations: None



ORANGE COUNTY, FLORIDA
EMS OFFICE OF THE MEDICAL DIRECTOR
RENEWAL APPLICATION
FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

☒ ALS TRANSPORT ALS NON-TRANSPORT
☐ BLS TRANSPORT BLS NON-TRANSPORT
☐ ALS AIR TRANSPORT INTERFACILITY TRANSPORT

APPLICATION DATE 6/13/16

1. NAME OF SERVICE Orange County Fire Rescue, Operations

2. BUSINESS ADDRESS (STREET) 6590 Amory Ct. CITY Winter Park

COUNTY Orange STATE FL ZIP CODE 32792

3. PHONE NUMBER 407-836-9029 FAX 407-836-9138 24 Hour Number 407-836-9000

Internet E-Mail address Lauraleigh.Avery@ocfl.net

Manager's Name Lauraleigh Avery Title Assistant Chief, Operations

NOTE: (IF THERE ARE ANY CHANGES TO BE MADE TO YOUR PREVIOUS APPLICATION, PLEASE LIST BY NUMBER IN THE SPACE PROVIDED BELOW. (Use separate sheet if necessary). COMPLETE PERSONNEL AND VEHICLE ROSTER ATTACHMENTS, IF THERE ARE ANY CHANGES).

Please see attached OCFRD Emergency and Non-Emergency Medical Transportation Vehicle

Information list and the OCFRD ALS/BLS Transportation Personnel Roster

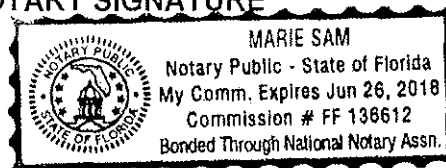
TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT AND THERE ARE NO OTHER CHANGES TO BE MADE TO THE ORIGINAL APPLICATION.

Lauraleigh A. Avery
SIGNATURE

6/14/16
DATE:

NOTARY SEAL Marie Sam

NOTARY SIGNATURE





Interoffice Memorandum

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
3

AGENDA ITEM

June 23, 2016

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: 407-836-7611

SUBJECT: Paratransit Service License
Mid-Florida Patient Transport, Inc.
Consent Agenda – July 12, 2016

The EMS Office of the Medical Director requests the approval of the renewal Paratransit Services License for Mid-Florida Patient Transport, Inc. Mid-Florida Patient Transport, Inc. has submitted the attached application requesting approval of a Paratransit Services License to provide wheelchair/stretchers service within Orange County.

The EMS Office of the Medical Director has determined that all requirements have been met by Mid-Florida Patient Transport, Inc. as contained in Orange County Ordinance 2001-09.

ACTION REQUESTED: Approval and execution of the renewal Paratransit Services License for Mid-Florida Patient Transport, Inc., to provide wheelchair/stretchers service. The term of this License is from July 31, 2016 through July 31, 2018. There is no cost to the County.
(EMS Office of the Medical Director)

CH/cf

Attachments

Cc: George A. Ralls, M.D., Deputy County Administrator

License Paratransit Services

Orange County
Board of County Commissioners
Emergency Medical Services

This is to certify that **MID- FLORIDA PATIENT TRANSPORT, INC.**
has complied with the Orange County Code 2001-9 and Rules and Regulations
established by the Board of County Commissioners and is authorized to operate a Paratransit Service
in Orange County.

Date of Issue: July 31, 2016 Date of Expiration: July 31, 2018

40-18 (7/14)

Mayor, Board of County Commissioners



RENEWAL PARATRANSIT SERVICES:

APPLICATION FOR LICENSE

APPLICATION DATE: JUNE 17, 2016

SECTION I: GENERAL INFORMATION

1. NAME OF SERVICE: MID-FLORIDA PATIENT TRANSPORT, INC.

2. BUSINESS ADDRESS (INCLUDE COUNTY):

101 Forest Park Ct., Longwood, FL 32779 *SEMINOLE COUNTY*

3. CONTACT INFORMATION: Name KEVIN G. SMITH

Business Phone 407-862-4227

Mobile Phone 407-312-0105

Email ksmith7544@gmail.com

4. OWNERSHIP TYPE: ☒ PRIVATE CORPORATION ☐ GOVERNMENT AGENCY ☐ OTHER

a. If other, please describe: _____

5. LEVEL OF SERVICE: ☐ WHEELCHAIR ☐ STRETCHER ☒ BOTH

6. PROOF OF CURRENT INSURANCE SUBMITTED TO EMS OFFICE:

☒ YES, DATE: ALREADY ON FILE ☒ NO

SECTION II: VEHICLES AND STAFFING

1. NUMBER OF VEHICLES IN OPERATION:

1

2. EMPLOYEE ROSTER:

| <u>NAME</u> | <u>FDL NUMBER</u> | <u>CURRENT CPR CARD (Y/N)</u> |
|-----------------------|---|-------------------------------|
| <u>KEVIN G. SMITH</u> | Driver's License Numbers are confidential pursuant to Federal Driver's Privacy Protection Act- 18 U.S.C. ss. 2721 et seq | <u>YES.</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I, the undersigned representative of the service named in this application, do hereby attest the information provided in this application is truthful and honest to the best of my knowledge, and that my service meets all of the requirements for operation of a paratransit services in Orange County and the State of Florida. I acknowledge that as provided in Orange County Code of Ordinances Chapter 20, Division 3, Section 20-137, licenses obtained by an application in which any material fact was intentionally omitted or falsely stated are subject to revocation.

Kevin G. Smith

SIGNATURE OF APPLICANT OR REPRESENTATIVE

June 21, 2016

DATE:

NOTARY SEAL

Cynthia Lee Freyenet

NOTARY SIGNATURE



Cynthia Lee Freyenet
Notary Public
State of Florida
MY COMMISSION # EE 209867
Expires: August 7, 2016

June 7, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

SUBJ: Removal of "No Parking" Zones in Willowbrook Cove Subdivision

On May 22, 1989, the Board approved establishment of a "No Parking" zone during school hours on Willowwyld Place, Bablonica Drive, Willow Bud Court, and Willow Leaf Court in the Willowbrook Cove subdivision. The "No Parking" zones were installed due to Colonial High School students parking in the subdivision. The recent renovation of Colonial High School has resulted in the construction of additional parking spaces for students on campus; therefore, eliminating the need to restrict parking during school hours in the subdivision.

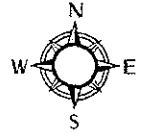
The residents of Willowbrook subdivision signed a petition to remove the "No Parking" zones. The petition was signed by 70% of the residents. Staff recommends that the Board approve the removal of the "No Parking" zones on Willowwyld Place, Bablonica Drive, Willow Bud Court, and Willow Leaf Court in the Willowbrook Cove subdivision.

Action Requested: Approval to remove the "No Parking" zones in the Willowbrook Cove Subdivision. District 3.

MVM/RDR/FCY/nad

Attachments

Willowbrook Cove Consent Agenda District Map



District 3 : Commissioner Pete Clarke

June 14, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

SUBJ: Construction of Speed Humps on Marcia Drive

At the request of the residents on Marcia Drive, a speed hump survey was mailed to the property owners. This was to determine if the property owners supported the installation of speed humps on Marcia Drive. If two-thirds of the returned ballots from the property owners were in favor of the speed humps, the County would install the speed humps.

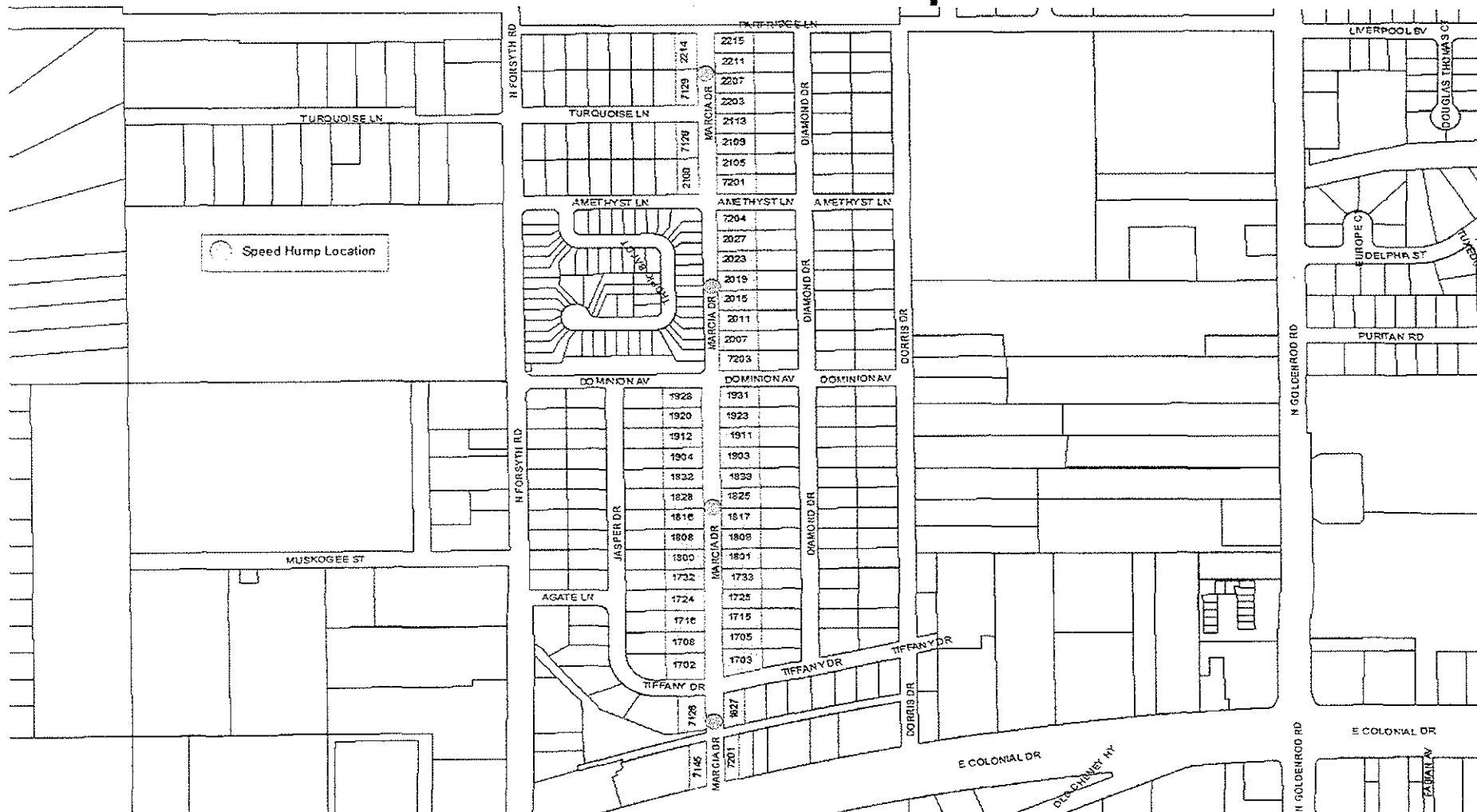
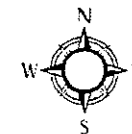
The result of the survey was that 95% of the returned ballots from the property owners supported the installation of speed humps. The current plan is to install four speed humps on Marcia Drive. The project is being funded by Commission District 5 and Public Works.

Action Requested: Approval to construct speed humps on Marcia Drive. District 5.

MVM/RDR/FCY/nad

Attachments

Marcia Drive Consent Agenda Location Map



● Proposed Speed Humps

District 5: Commissioner Ted B. Edwards

Marcia Drive Consent Agenda District Map



District 5: Commissioner Ted B. Edwards

June 14, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

SUBJ: Construction of Speed Humps on Abalone Boulevard

At the request of the residents on Abalone Boulevard, a speed hump survey was mailed to the property owners. This was to determine if the property owners supported the installation of speed humps on Abalone Boulevard. If two-thirds of the returned ballots from the property owners were in favor of the speed humps, the County would install the speed humps.

The result of the survey was that 95% of the returned ballots from the property owners supported the installation of speed humps. The current plan is to install three speed humps on Abalone Boulevard. The project is being funded by Commission District 5 and Public Works.

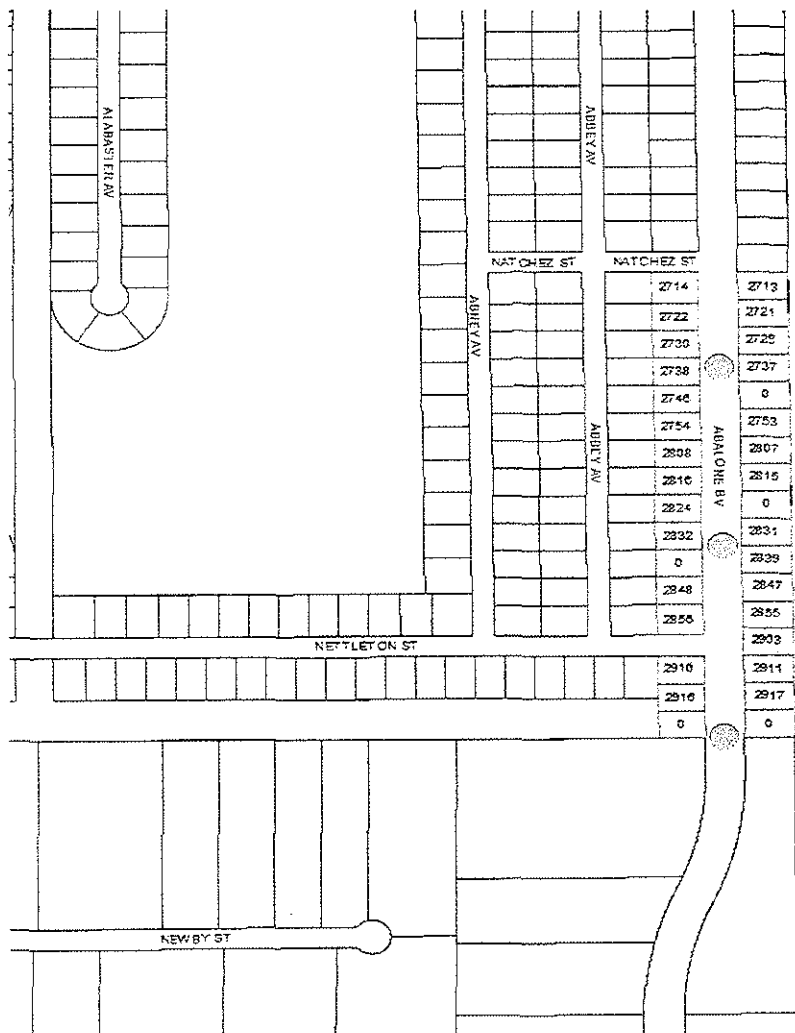
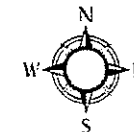
**Action Requested: Approval to construct speed humps on Abalone Boulevard.
District 5.**

MVM/RDR/FCY/nad

Attachments



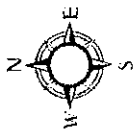
Abalone Boulevard Consent Agenda Location Map



● Speed Hump Location

● Proposed Speed Humps
District 5: Commissioner Ted B. Edwards

Abalone Boulevard Consent Agenda District Map



District 5: Commissioner Ted B. Edwards

June 27, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Orange County Utilities



SUBJECT: **BCC Agenda Item – Consent Agenda
July 12, 2016 BCC Meeting
Utility Construction Reimbursement Agreement for Dowden
Road, Connector Road and Innovation Way South (Part B)
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Department
407-254-9719**

Orange County Utilities Department (County) requested that Lennar Homes, LLC (Developer) construct County utilities (the Part B CIP Utility Work) on its behalf when the Developer constructs portions of Dowden Road, the Connector Road and Innovation Way South which are within the Storey Park development (previously named Innovation Place).

The Part B CIP Utility Work includes 770 linear feet (LF) of 20-inch diameter waste water force main and 155 LF of 20-inch diameter water main within a portion of the right of way (ROW) of Dowden Road; 1,980 LF of 12-inch diameter reclaimed water main and 2,300 LF of 20-inch water main within the ROW of the Connector Road; and 1,780 linear feet (LF) of 20-inch diameter reclaimed water main and 1575 LF of 36-inch diameter water main within the ROW of a portion of Innovation Way South.

The County already designed and permitted the Part B CIP Utility Work. The Developer shall now construct the Part B CIP Utility Work and the County shall reimburse the Developer for the costs of construction according to the subject agreement.

The construction costs of the Part B CIP Utility Work under this agreement include the construction cost of \$1,426,672 and a 10% contingency of \$142,667. The costs to be paid by the County are limited to a total payment obligation amount not to exceed \$1,569,339.

The Orange County Attorney's Office staff reviewed the agreement and finds it acceptable. Utilities Department staff recommend approval.

Action Requested: **Approval and execution of Utility Construction Reimbursement Agreement for Dowden Road, Connector Road, and Innovation Way South (Part B) by and between Orange County and Lennar Homes, LLC, in the not-to-exceed amount of \$1,569,339.**

District 4.

**UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT
FOR DOWDEN ROAD, CONNECTOR ROAD,
AND INNOVATION WAY SOUTH (PART B)**

THIS UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT FOR DOWDEN ROAD, CONNECTOR ROAD, AND INNOVATION WAY SOUTH (PART B) (this "Agreement") is made and entered into as of the date of last execution below (the "Effective Date") by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the "COUNTY") whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and Lennar Homes, LLC, a Florida limited liability company (the "DEVELOPER") whose address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821. Hereinafter, the COUNTY and the DEVELOPER may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the DEVELOPER is the fee simple owner of certain real property located in the County, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the DEVELOPER contemplates the development of the Property for various uses; and

WHEREAS, as part of the current development of a portion of the Property, Developer is constructing a portion of Dowden Road and associated improvements within the Dowden Road right-of-way (the "Dowden Project"); and

WHEREAS, as part of the current development of another portion of the Property, Developer is constructing a portion of the Connector Road and associated improvements within the Connector Road right-of-way (the "Connector Project"); and

WHEREAS, as part of the current development of another portion of the Property, the DEVELOPER is constructing a portion of Innovation Way South and associated improvements within the Innovation Way South right-of-way (the "IWS Project"); and

WHEREAS, the Property is located entirely within the COUNTY'S water, wastewater, and reclaimed water service territory and, therefore, the COUNTY is the appropriate water, wastewater, and reclaimed water service provider having jurisdiction over the Property; and

WHEREAS, the COUNTY, in order to better serve areas within its water, wastewater, and reclaimed water service territory and in the interest of efficiency and economy, and in coordination with the construction of the Dowden Project, requests the DEVELOPER (i) in coordination with the construction of the Dowden Project, to construct approximately 155 linear feet of 20-inch diameter potable water main and 770 linear feet of 20-inch wastewater force main, (ii) in coordination with the construction of the Connector Project, to construct approximately 2,300 linear feet of 20-inch diameter potable water main and 1,980 linear feet of 12-inch diameter reclaimed water main, and (iii) in coordination with the construction of the IWS Project, to construct approximately 1,575 linear feet of 36-inch diameter potable water main and 1,780 linear feet of 20-inch diameter reclaimed water main, all as depicted in **Exhibit "B"** attached hereto and made a part hereof by this reference (collectively, the "Part B CIP Utility Work") and the COUNTY hereinbelow agrees to pay the costs of Part B Utility Work satisfactorily performed; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the COUNTY shall permit (except as otherwise provided in this Agreement) the Part B CIP Utility Work, (ii) as requested by the COUNTY, the DEVELOPER shall construct the Part B CIP Utility Work, and (iii) the COUNTY shall reimburse the DEVELOPER for the costs of constructing the Part B CIP Utility Work, as more particularly set forth below; and

WHEREAS, the COUNTY finds the expenditure of funds in the achievement of the objectives of this Agreement to be in the public interest; and

WHEREAS, the COUNTY and the DEVELOPER entered into that certain "Utility Construction Reimbursement Agreement for Dowden Road and Innovation Way South" approved by the Orange County Board of County Commissioners on January 13, 2015 (the "2014 Dowden-IWS UCRA") for the purpose of setting forth the terms and conditions under which (i) the COUNTY would design, engineer, and permit certain "CIP Utility Work" (as defined in the 2014 Dowden-IWS UCRA), (ii) the DEVELOPER would construct such "CIP Utility Work" (as defined in the 2014 Dowden-IWS UCRA) in connection with the Dowden Project and the IWS Project, and (iii) the COUNTY would reimburse the DEVELOPER for the costs of constructing the "CIP Utility Work" (as defined in the 2014 Dowden-IWS UCRA); and

WHEREAS, for avoidance of doubt, the COUNTY and the DEVELOPER acknowledge and agree that there is no overlap between the "CIP Utility Work" (as defined in the 2014 Dowden-IWS UCRA) and the Part B CIP Utility Work, that this Agreement does not modify or amend the 2014 Dowden-IWS UCRA in any way, and that this Agreement and the 2014 Dowden-IWS UCRA are separate and standalone agreements between the COUNTY and the DEVELOPER, neither of which agreements shall be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the other agreement.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

SECTION 1. RECITALS INCORPORATED.

All of the recitals contained herein are true and correct, and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREPARATION OF CONSTRUCTION PLANS.

The COUNTY has caused, prior to the Effective Date, the preparation of utility design plans and construction specifications for the Part B CIP Utility Work known as the "Innovation Place Project (A.K.A. Storey Park Utilities) Part B" bearing Reiss Engineering Project Number 110030 and showing the utility locations as depicted in **Exhibit "B"** (the "Part B CIP Construction Documents").

SECTION 3. BIDS AND CONTRACT.

3.1 Prior to the Effective Date, the DEVELOPER retained Poulos & Bennett, LLC, which is a professional engineering firm acceptable to the COUNTY, and which firm assisted the DEVELOPER in obtaining for the Part B CIP Utility Work three (3) bids from responsible, qualified bidders acceptable to the COUNTY and further defined hereinbelow.

3.1.1 Prior to the Effective Date, the DEVELOPER obtained itemized bids for the Part B CIP Utility Work construction as depicted in **Exhibit "B"** that displayed the bid prices for each item listed in **Exhibit "C"** attached hereto and made a part hereof by this reference (the "Standard Bid Form and Pay Items").

3.1.2 Each bidder for the Part B CIP Utility Work included a listing of a minimum of two (2) reference projects in the continental United States in state, county, or municipality public rights of way successfully completed by such bidder in the last ten (10) years that consisted of installation of a minimum of 2,000 linear feet of continuous 20-inch potable water main, wastewater forcemain or reclaimed watermain. Each bidder also submitted the name and current telephone number of a reference contact to verify the successful completion and details of the reference project.

3.2 Prior to the Effective Date, the DEVELOPER provided the COUNTY in writing all the bids received by providing copies of the itemized bids and lists of reference projects for the construction of the Part B CIP Utility Work.

3.3 Prior to the Effective Date, the COUNTY reviewed the bids and reference projects received from the DEVELOPER for the Part B CIP Utility Work and notified the DEVELOPER, in writing, that the COUNTY'S selected bid was the bid submitted by Jr. Davis Construction Company, Inc. and the DEVELOPER consented to and agreed with such selection. Such review and approval by the COUNTY prior to the Effective Date was in its proprietary

capacity as a Party to this Agreement and was in addition to any governmental permitting functions the COUNTY may otherwise perform.

3.4 The DEVELOPER shall ensure that its construction contract for the Part B CIP Utility Work contains a Maintenance Surety pursuant to Section 7 of this Agreement, which Maintenance Surety shall be in force and effect for a period of one (1) year from the date on which the COUNTY issues a certificate of completion for the Part B CIP Utility Work.

3.5 The DEVELOPER shall ensure that its construction contract for the Part B CIP Utility Work contains a performance bond and a payment bond pursuant to Section 7 of this Agreement, which bond shall be in the amount of the value of the construction contract. The performance bond shall ensure that the construction contractor fully, promptly, and faithfully performs the construction contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor material, or supplies used directly or indirectly by the construction contractor or any subcontractor(s) in the prosecution of the work provided for in the construction contract.

3.6 The DEVELOPER'S contract for the construction of the Part B CIP Utility Work shall provide that the COUNTY is a third-party beneficiary and an additional insured.

SECTION 4. PERMITS.

The DEVELOPER shall apply for and obtain: (i) all environmental resource permits necessary for the Part B CIP Utility Work; and (ii) all necessary governmental permits and approvals related to wetlands impacts of the Part B CIP Utility Work (collectively, the "Developer Permits"). The COUNTY shall apply for and obtain all necessary governmental permits and approvals for the Part B CIP Utility Work other than the Developer Permits.

SECTION 5. COMMENCEMENT OF WORK.

After the execution of this Agreement, issuance of all required permits for the Part B CIP Utility Work, and the COUNTY'S receipt of the payment and performance surety for the Part B CIP Utility Work referenced in Section 3.5 of this Agreement, the DEVELOPER will commence the Part B CIP Utility Work based upon the Part B CIP Construction Documents and permits for the same. Fifteen (15) days prior to commencement of the Part B CIP Utility Work, the DEVELOPER shall schedule a preconstruction conference with the COUNTY, the DEVELOPER, and the construction contractor to notify the COUNTY'S Field Services Construction Inspection Section of the date of commencement of the Part B CIP Utility Work and to discuss such Part B CIP Utility Work.

SECTION 6. PAYMENT OF CONSTRUCTION COSTS.

The DEVELOPER and the COUNTY agree to pay for the Part B CIP Utility Work as follows:

6.1 The DEVELOPER shall pay all costs associated with the construction of the Part B CIP Utility Work. Notwithstanding the foregoing, the COUNTY shall reimburse the

DEVELOPER for the final, COUNTY approved, reasonable costs actually incurred for construction of the Part B CIP Utility Work as more specifically provided in Section 6.2 of this Agreement. The construction costs of the Part B CIP Utility Work under this Agreement include the construction cost of \$1,426,672.00 and a 10% contingency of \$142,667.00. In no case shall the COUNTY'S total payment obligation for permitting and construction costs under this Agreement exceed One Million Five Hundred Sixty Nine Thousand Three Hundred Thirty Nine and No/100 U.S. Dollars (\$1,569,339.00) for the Part B CIP Utility Work. The DEVELOPER and the COUNTY acknowledge that the above-described reimbursement cap was based on the low bid as shown on the CIP Bid Analysis and corresponding Low Bid Schedule set forth in **Exhibit "D"** attached hereto and made a part hereof by this reference; provided, however, that the DEVELOPER and the COUNTY agree that such exhibit has been attached hereto for informational purposes only and that neither such exhibit, nor any information set forth therein, shall be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement, including without limitation the above-described reimbursement cap and/or the application thereof.

6.2 When the Part B CIP Utility Work is satisfactorily performed, in the COUNTY'S sole discretion, the COUNTY shall reimburse to the DEVELOPER the construction costs associated with such Part B CIP Utility Work as one (1) lump sum payment within forty-five (45) days after all of the following events have occurred:

- 6.2.1** Inspection, approval, and acceptance by the COUNTY of the Part B CIP Utility Work;
- 6.2.2** Receipt and approval by the COUNTY of the Maintenance Surety and the bill of sale, both as described in Section 7 of this Agreement for the Part B CIP Utility Work, and receipt and approval by the COUNTY of the record drawings for the Part B CIP Utility Work;
- 6.2.3** Receipt and approval by the COUNTY of copies of such contracts, release(s) of lien(s) (as required by Florida law), itemized invoices, and other documents evidencing the costs of and payment for the construction of the Part B CIP Utility Work;
- 6.2.4** Receipt by the COUNTY of any utility easement(s) or right(s) of way in favor of the COUNTY required for the Part B CIP Utility Work as depicted in the Construction Plans; and
- 6.2.5** Receipt and approval by the COUNTY of a written reimbursement request from the DEVELOPER for the Part B CIP Utility Work, including approval by the COUNTY Construction Inspector of the Contractor's Pay Request.

6.3 In the event the COUNTY objects to any fee or cost set forth in the reimbursement request or supporting documentation, the Parties agree to meet in good faith concerning payment of the objected to fee or cost. Notwithstanding the foregoing, the Parties agree that all disputes relating to the reimbursement request or supporting documentation, and/or

to any fee or cost set forth therein, shall be resolved in a manner and within the timeframes provided in Section 218.76, Florida Statutes.

6.4 The DEVELOPER hereby acknowledges that the COUNTY intends that the Part B CIP Utility Work be constructed by the DEVELOPER contemporaneous with the construction of the Dowden Project, the Connector Project, and the IWS Project (collectively, the "Road Projects") and that the cost to construct the Part B CIP Utility Work may increase if the Part B CIP Utility Work is not constructed by the DEVELOPER contemporaneous with the construction of the Road Projects. Accordingly, subject to the terms and provisions of this section, and notwithstanding the provisions of Section 6.1, the DEVELOPER shall not be entitled to reimbursement from the COUNTY for any Increased Construction Costs (hereinafter defined).

6.4.1 As used in this section, "Increased Construction Costs" shall mean actual costs, fees, expenses, and/or charges incurred for the construction of the Part B CIP Utility Work that would not have been incurred but for the occurrence of an Increased Cost Event. As used in this section, "Increased Cost Event" shall mean either of the following: (i) the construction of the Part B CIP Utility Work other than contemporaneous with the construction of the Road Projects and in accordance with best practices; and/or (ii) any relocation or redesign of the Part B CIP Utility Work necessitated by a change in the design or engineering of any of the Road Projects from the design and engineering of the Road Projects upon which the Part B CIP Construction Documents were based.

6.4.2 Upon the occurrence of all of the events, as described in Section 6.2, entitling the DEVELOPER to reimbursement for the costs incurred for construction of the Part B CIP Utility Work, as described in Section 6.1, if the COUNTY determines that any of the costs incurred for construction of the Part B CIP Utility Work for which the DEVELOPER has sought reimbursement are Increased Construction Costs, then the COUNTY shall provide the DEVELOPER with written notice (an "Increased Costs Notice") of such determination, together with documentation supporting such determination in reasonable detail. Within ten (10) business days after the DEVELOPER's receipt of an Increased Costs Notice, the DEVELOPER shall notify the COUNTY in writing whether the DEVELOPER accepts, or whether the DEVELOPER objects to, the COUNTY's determination of Increased Construction Costs. In the event the DEVELOPER objects to the COUNTY's determination of Increased Construction Costs, the DEVELOPER and the COUNTY agree to negotiate in good faith, as expeditiously as possible, to resolve such dispute. In the event that the DEVELOPER and the COUNTY have not resolved their dispute with respect to the Increased Costs Notice and the COUNTY's determination of Increased Construction Costs within forty five (45) days after the DEVELOPER's receipt of an Increased Costs Notice, the either the DEVELOPER or the COUNTY may exercise its remedies set forth in Section 11.2.

6.4.3. Nothing in this Agreement shall be construed as obligating the DEVELOPER to

construct the Part B CIP Utility Work contemporaneous with the construction of the Road Projects or, subject to applicable permits, limiting the DEVELOPER's ability to commence the construction the Road Projects, or any of them, at the time of DEVELOPER's election.

SECTION 7. PERFORMANCE BOND; PAYMENT BOND; MAINTENANCE SURETY; AND BILL OF SALE.

7.1 Prior to commencing the Part B CIP Utility Work, the DEVELOPER shall, or shall cause its construction contractor for the Part B CIP Utility Work to, obtain and deliver to the COUNTY a performance bond and a payment bond as referenced in Section 3.5 of this Agreement, acceptable to the COUNTY, pursuant to Section 255.05, Florida Statutes, as it may be amended. The bonds shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the Part B CIP Utility Work by the COUNTY. The surety company issuing said performance and payment bonds shall meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, maintain an A-VIII or better rating with AMBEST or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.
- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

7.2 The DEVELOPER shall also provide, or shall cause its construction contractor for the Part B CIP Utility Work to provide, a maintenance surety (the "Maintenance Surety") in the form of a letter of credit, cash escrow, or maintenance bond in an amount equal to ten percent (10%) of the cost of the Part B CIP Utility Work, prior to the COUNTY'S issuance of a certificate of completion and acceptance of the Part B CIP Utility Work for maintenance. The purpose of the Maintenance Surety is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Part B CIP Utility Work for one (1) year (see Section 3.4 of this Agreement) after issuance of the certificate of completion.

7.3 Prior to the COUNTY'S acceptance of the Part B CIP Utility Work for maintenance, the DEVELOPER shall deliver to the COUNTY a bill of sale in favor of the COUNTY at which time the COUNTY shall be deemed to have accepted the dedication of and the ownership and operational responsibility for the Part B CIP Utility Work. The bill of sale shall be in form and substance substantially identical to that certain form of bill of sale set forth

in **Exhibit "E"** attached hereto and made a part hereof by this reference.

SECTION 8 INDEMNIFICATION.

The DEVELOPER shall, and shall cause its contractors to, to the fullest extent permitted by law, defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from the performance of the Part B CIP Utility Work, provided that any such liability, claim, damage, loss, cost, or expense:

- Is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom; and,
- Is caused in whole or part by an act or omission relating to the Part B CIP Utility Work by the construction contractor and/or any subcontractors, and/or anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the negligence of the COUNTY.

Provided, if this Agreement is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06 of the Florida Statutes, any obligation of any contractor to defend, indemnify, or hold harmless the COUNTY, its official, agents, and/or employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the Part B CIP Utility Work.

SECTION 9. INSURANCE.

Prior to commencing the Part B CIP Utility Work and throughout the course of construction of the Part B CIP Utility Work, the DEVELOPER or its agents and contractors, shall procure and maintain insurance limits and terms as follows:

- (i) Workers compensation insurance with statutory workers' compensation limits and not less than one million and 00/100 U.S. Dollars (\$1,000,000.00) for employer's liability with a waiver of subrogation in favor of the COUNTY, its consultants, agents, employees, and officials.
- (ii) Commercial general liability insurance for all operations including, but not limited to contractual, products, and completed operations and personal injury with limits of not less than one million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence and an aggregate limit of at least twice the per occurrence limit.
- (iii) Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than one million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

- (iv) Professional liability (errors and omissions) in amounts not less than one million and 00/100 dollars (\$1,000,000.00) per occurrence.
- (v) Pollution liability insurance with limits of not less than one million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

The DEVELOPER shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the COUNTY evidence of such insurance. The COUNTY shall be named as an additional insured on all policies except for workers compensation coverage.

All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the COUNTY.

SECTION 10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.

If for any reason during the first year of the term of this Agreement, local, regional, or state governments or agencies (including the COUNTY) shall fail to issue necessary permits or fail to grant necessary approvals for the Road Projects, after the DEVELOPER has complied with all conditions precedent to receipt of such permits, to the extent that the requirements necessary to obtain such permits or approvals shall affect the ability of the DEVELOPER or the COUNTY to perform any of the terms thereof, this Agreement shall be renegotiated by the Parties hereto to the extent reasonably feasible to cause the Road Projects, as applicable, to comply with said requirements.

SECTION 11. TERM; REMEDIES.

11.1 The term of this Agreement shall be five (5) years from the Effective Date. In the event the DEVELOPER has not, by the third anniversary of the Effective Date of this Agreement, let contracts for the construction of all of the Road Projects with a construction contractor reasonably acceptable to the COUNTY, the COUNTY may terminate this Agreement upon thirty (30) days notice to the DEVELOPER.

11.2 The COUNTY and the DEVELOPER expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of either Party to perform its obligations under this Agreement, the Parties shall have only the following remedies available against each other:

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

Both Parties hereto 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 shall bear the cost of its own attorney fees and costs for any action arising out of or in connection with this Agreement.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATION.

In performing pursuant to this Agreement, each Party hereto will abide by the respective statutes, ordinances, rules, and regulations pertaining to, or regulating, the acts of such Party.

SECTION 13. NOTICE.

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith. Any notice delivered by overnight courier shall be deemed to have been duly given, delivered, or made on the first business day, excluding weekends and holidays, following the date the same is delivered to the overnight courier as established by the receipted bill of lading.

If to the COUNTY: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
Attn: Director
Telephone: (407) 254-9804
Facsimile: (407) 254-9899

With copy to: Orange County Attorney's Office
Orange County Administration Building
201 South Rosalind Avenue, 3rd Floor
Orlando, Florida 32801
Attn: County Attorney
Telephone: (407) 836-7320
Facsimile: (407) 836-5888

If to the DEVELOPER: Lennar Homes, LLC
6750 Forum Drive, Suite 310
Orlando, Florida 32821
Telephone: (407) 586-4000
Facsimile: (407) 586-4001

With copy to: Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
Attn: Michael J. Grindstaff, Esquire
Telephone: (407) 423-3200
Facsimile: (407) 425-8316

SECTION 14. ENTIRE AGREEMENT.

This Agreement and that certain Utilities Coordination Development Agreement (Innovation Place) between the Parties and Moss Park Properties, LLLP, a Florida limited liability limited partnership, approved by the COUNTY on October 14, 2014, and recorded on October 20, 2014, in Official Records Book 10822, Page 4681, of the Public Records of Orange County, Florida, constitute the entire agreements of the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

SECTION 15. TIME IS OF THE ESSENCE.

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement. Whenever this Agreement requires that something be done within a specific number of days, such period shall (i) not include the day from which such period commences; (ii) include the day upon which such period expires; (iii) expire at 5:00 PM local time on the date by which such thing is to be done; (iv) if six (6) days or more, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday, or federal banking holiday in this state where such thing is to be done, such period shall extend to the first business day thereafter; and (v) if less than six (6) days, shall be construed to exclude any Saturday, Sunday, or federal banking holiday.

SECTION 16. NON-WAIVER.

No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity, except as otherwise specifically provided herein.

SECTION 17. CONSTRUCTION OF AGREEMENT.

This Agreement shall not be construed against either Party on the basis of it being the drafter of this Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. 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.

SECTION 18. REASONABLE APPROVAL.

In those instances in this Agreement in which a Party's approval, consent, or satisfaction is required and a manner and/or time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and/or within a reasonable time frame, as applicable.

SECTION 19. PUBLIC RECORDS.

The DEVELOPER will allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by the DEVELOPER in conjunction with this Agreement. Nothing herein contained shall require the DEVELOPER to allow public access to any financial information not pertaining specifically to the Road Projects, or to any proprietary or otherwise privileged information.

SECTION 20. RECORDS AND AUDITS.

The DEVELOPER will maintain in its place of business all books, documents, papers, and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the DEVELOPER'S place of business at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement for audit or inspection by the COUNTY upon five (5) business days prior written notice.

SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT.

The DEVELOPER agrees that it will not discriminate, and will provide in all contracts that its contractors will not discriminate, against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

SECTION 22. SEVERABILITY.

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained in this Agreement are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that extent, this Agreement is declared severable.

SECTION 23. ASSIGNMENT.

This Agreement, and all of the rights, obligations, and responsibilities hereunder, shall be in no part assignable by the DEVELOPER without the consent or approval of such assignment by the COUNTY, provided that the COUNTY'S approval will not be unreasonably withheld. Only upon the written acceptance by COUNTY of a successor developer, DEVELOPER will be released from any obligations and responsibilities arising under or attributable to this Agreement.

SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal Party hereto, except any successors in interest of the DEVELOPER or the COUNTY.

SECTION 25. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida. The venue for any non-binding mediation or judicial proceedings shall lie in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

SECTION 26. LAND USE AND OTHER REGULATORY APPROVALS.

This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density, or development approvals, permissions, or rights with respect to the Road Projects. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions, or rights.

SECTION 27. NON-APPROPRIATION.

In accordance with the Florida Constitution and other applicable state and local laws, including but not limited to Section 129.07, Florida Statutes (2015), the obligations of the COUNTY in this Agreement are subject to sufficient budgeted COUNTY funds being available in each COUNTY budget year to achieve the purposes of this Agreement.

SECTION 28. NO PARTNERSHIP OR JOINT VENTURE.

Nothing in this Agreement is intended to create a partnership or joint venture among the Parties and no Party shall be construed to be partners or joint venturers for any purpose.

SECTION 29. AUTHORITY TO ENTER INTO AGREEMENT.

Each person signing this Agreement represents and warrants that he or she has full power and authority to enter into and execute this Agreement and that upon execution and delivery, this Agreement will be binding on and enforceable against that person, or if that person is signing in a representative capacity, then the Party for whom that person signs, subject to only limitations applicable under bankruptcy laws.

SECTION 30. FURTHER DOCUMENTATION.

The Parties agree that from time to time and following a request therefor by a Party, each shall properly execute and deliver to the other Parties such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of each Party hereunder and effectuate the consummation of the transaction contemplated hereby.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed
as of the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print: _____

Date: _____

WITNESSES:

LENNAR HOMES, LLC,
a Florida limited liability company

[Signature]
Print Name: Sheri M. Boyette

[Signature]
Print Name: Jeffrey D. Anderson

By: [Signature]

Name: Brack Nicholas

Title: Vice President

Date: 5/23/2016

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23 day of May, 2016, by Brack Nicholas, as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. Said person 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 23 day of May, 2016.

[Signature]

Print Name: Nicole M Holden
Notary Public, State of Florida

My Commission Expires

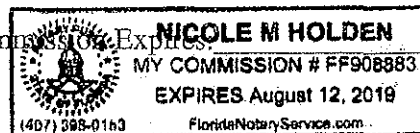


EXHIBIT "A"

Property Legal Description

THE AGGREGATE OF THE FOLLOWING FOUR (4) PARCELS OF LAND (I.E. PARCEL M-1, PARCEL M-2, PARCEL L-2A, AND PARCEL L-2B) LESS AND EXCEPT THE FOLLOWING TWO (2) TRACTS OF LAND (I.E. OCPS TRACT AND SLIVERS RETURN TRACTS):

PARCEL M-1

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; RUN S 89° 39' 50 " E, ALONG THE SOUTH LINE OF SAID SECTION 3, 234.97 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF WEWAHOOTEE ROAD AND BEGINNING OF A NON-TANGENTIAL CURVE TO THE SOUTHWEST; THENCE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 47° 39' 48", HAVING A RADIUS OF 653.41 FEET, AND WHOSE LONG CHORD BEARS S 49° 05' 21" W FOR A DISTANCE OF 528.02 FEET, RUN ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE 543.56 FEET, TO A POINT OF TANGENCY; RUN THENCE, S 23° 08' 49" W CONTINUING ON SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 301.23 FEET TO A POINT ON A LINE. THENCE, S 20° 56' 14" W FOR A DISTANCE OF 190.39 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE S 20° 56' 14" W, 117.74 FEET, TO A POINT ON A LINE. THENCE S 21° 05' 31" W FOR A DISTANCE OF 316.40 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE ORLANDO UTILITY COMMISSION RAILROAD DESCRIBED IN OFFICIAL RECORD BOOK 3491, PAGES 539-543, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THENCE, S 57° 13' 33" W, ALONG SAID NORTHERLY RAILROAD RIGHT OF WAY, FOR A DISTANCE OF 1974.63 FEET TO A POINT ON A LINE. DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN THENCE N 53° 59' 20" W FOR A DISTANCE OF 37.07 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PROPOSED INNOVATION WAY SOUTH; RUN THENCE N 57° 16' 23" E, ALONG SAID SOUTH RIGHT OF WAY LINE, 771.61 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 40° 58' 21", HAVING A RADIUS OF 1596.00 FEET, AND WHOSE LONG CHORD BEARS N 36° 47' 13" E FOR A DISTANCE OF 1117.14 FEET, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, 1141.31 FEET, TO THE POINT OF TANGENCY; RUN THENCE, N 16° 18' 02" E CONTINUING ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 283.03 FEET, TO A POINT ON A LINE. DEPARTING SAID RIGHT OF WAY LINE, RUN THENCE S 73° 41' 58" E, FOR A DISTANCE OF 467.45 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL M-2:

A PORTION OF SECTIONS 3, 4, 9 AND 10, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE S 89°39'25" E A DISTANCE OF 185.14 FEET; ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF WEWAHOOTEE ROAD PER OFFICIAL RECORDS BOOK 5761, PAGE 3567, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 653.41 FEET, A CENTRAL ANGLE OF 44°11'05" AND A CHORD BEARING OF S 45°14'21" W; THENCE FROM A TANGENT

BEARING OF S 67°19'54" W, SOUTHWESTERLY A DISTANCE OF 503.89 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; S 23°08'49" W A DISTANCE OF 301.23 FEET; THENCE S 20°56'14" W A DISTANCE OF 190.39 FEET TO A POINT ON THE NORTH LINE OF PARCEL M-1 PER OFFICIAL RECORDS BOOK 10542, PAGE 680, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 73°47'08" W A DISTANCE OF 472.95 FEET ALONG THE NORTH LINE OF SAID PARCEL M-1 TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF INNOVATION WAY SOUTH, BEING A 125.00 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID PROPOSED RIGHT OF WAY LINE THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES, N 16°18'02" E A DISTANCE OF 317.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY A DISTANCE OF 39.27 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE N 16°18'02" E A DISTANCE OF 52.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF N 28°41'58" W; THENCE FROM A TANGENT BEARING NORTH 73°41'58" WEST, NORTHWESTERLY A DISTANCE OF 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°18'02" EAST A DISTANCE OF 171.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1012.50 FEET, A CENTRAL ANGLE OF 68°11'38" AND A CHORD BEARING OF N 50°23'51" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1205.09 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 93°37'43"; THENCE SOUTHEASTERLY A DISTANCE OF 40.85 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE N 88°07'24" E A DISTANCE OF 75.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°37'43" AND A CHORD BEARING OF N 44°56'16" E; THENCE FROM A TANGENT BEARING OF N 01°52'36" W, NORTHEASTERLY A DISTANCE OF 40.85 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1012.50 FEET AND A CENTRAL ANGLE OF 41°16'36"; THENCE SOUTHEASTERLY A DISTANCE OF 729.42 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 46°58'16" E A DISTANCE OF 531.46 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE N 89°39'25" W A DISTANCE OF 1227.79 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL L-2A:

A PORTION OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS :

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA THENCE S 89°39'25" E A DISTANCE OF 1597.33 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 TO A POINT ON THE PROPOSED NORTHEASTERLY RIGHT OF WAY LINE OF INNOVATION WAY SOUTH, BEING A 125.00 FOOT RIGHT OF WAY; THENCE ALONG SAID PROPOSED RIGHT OF WAY THE FOLLOWING TWO (2) COURSES AND DISTANCES, N 46°58'16" W A DISTANCE OF 666.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1137.50 FEET, A CENTRAL ANGLE OF 14°13'38" AND A CHORD BEARING OF N 54°05'06" W; THENCE NORTHWESTERLY A DISTANCE OF 282.46 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTHWESTERLY A DISTANCE OF 547.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°34'55" TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 38.19 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°31'21" TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING ON THE PROPOSED EAST RIGHT OF WAY LINE OF CONNECTOR ROAD, BEING A 86.50 FOOT RIGHT OF WAY; THENCE ALONG SAID PROPOSED EASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES; N 01°15'28" W A DISTANCE OF 197.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY A DISTANCE OF 39.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'03" TO A POINT ON SAID CURVE; THENCE N 01°13'32" W A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°01'57" AND A CHORD BEARING OF N 46°16'27" W; THENCE FROM A TANGENT BEARING OF S 88°42'35" W, NORTHWESTERLY A DISTANCE OF 39.28 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 01°15'28" W A DISTANCE OF 123.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 425.25 FEET AND A CENTRAL ANGLE OF 36°52'36"; THENCE NORTHWESTERLY A DISTANCE OF 273.70 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE DEPARTING SAID PROPOSED EAST RIGHT OF WAY LINE N 46°36'13" E A DISTANCE OF 165.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 590.25 FEET, A CENTRAL ANGLE OF 38°21'01" AND A CHORD BEARING OF S 20°25'58" E; THENCE FROM A TANGENT BEARING S 39°36'29" E, SOUTHERLY A DISTANCE OF 395.08 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE S 01°15'28" E A DISTANCE OF 18.00 FEET; THENCE N 89°32'50" E A DISTANCE OF 345.00 FEET; THENCE S 01°15'28" E A DISTANCE OF 194.99 FEET; THENCE N 89°32'50" E A DISTANCE OF 136.00 FEET; THENCE S 01°15'28" E A DISTANCE OF 73.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 393.31 FEET, A CENTRAL ANGLE OF 22°25'37" AND A CHORD BEARING OF S 11°12'48" W; THENCE FROM A TANGENT BEARING OF S 00°00'00" W, SOUTHERLY A DISTANCE OF 153.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 22°25'37" W A DISTANCE OF 170.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL L-2B:

A PORTION OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA THENCE SOUTH 89°39'25" EAST, A DISTANCE OF 1597.30 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT ON THE PROPOSED NORTHEASTERLY RIGHT OF WAY LINE OF INNOVATION WAY SOUTH, BEING THE POINT OF BEGINNING; THENCE ALONG SAID PROPOSED RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES, NORTH 46°58'16" WEST, A DISTANCE OF 666.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1137.50 FEET AND A CENTRAL ANGLE OF 14°13'38"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 282.46 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID PROPOSED NORTHEASTERLY RIGHT OF WAY LINE, NORTH 22°25'37" EAST, A DISTANCE OF 170.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 393.31 FEET AND A CENTRAL ANGLE OF 22°25'37"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 153.95 FEET TO A POINT ON SAID CURVE; THENCE

NORTH 01°15'28" WEST, A DISTANCE OF 73.07 FEET; THENCE SOUTH 89°32'50" WEST, A DISTANCE OF 136.00 FEET; THENCE NORTH 01°15'28" WEST, A DISTANCE OF 194.99 FEET; THENCE SOUTH 89°32'50" WEST, A DISTANCE OF 345.00 FEET; THENCE NORTH 01°15'28" WEST, A DISTANCE OF 18.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 590.25 FEET AND A CENTRAL ANGLE OF 38°21'01"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.08 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 46°36'13" WEST, A DISTANCE OF 149.25 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT OF WAY LINE OF CONNECTOR ROAD, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 442.44 FEET, A CENTRAL ANGLE OF 21°03'01", AND A CHORD BEARING OF NORTH 49°50'37" WEST; THENCE FROM A TANGENT BEARING OF NORTH 39°19'06" WEST, ALONG SAID PROPOSED EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 162.55 FEET TO A POINT ON SAID CURVE; THENCE NORTH 59°29'21" WEST, A DISTANCE OF 101.24 FEET; THENCE DEPARTING SAID PROPOSED EASTERLY RIGHT OF WAY LINE, NORTH 24°23'21" EAST, A DISTANCE OF 240.92 FEET; THENCE SOUTH 65°39'52" EAST, A DISTANCE OF 169.61 FEET; THENCE NORTH 88°13'43" EAST, A DISTANCE OF 238.35 FEET; THENCE NORTH 88°52'34" EAST, A DISTANCE OF 277.91 FEET; THENCE SOUTH 84°13'11" EAST, A DISTANCE OF 50.93 FEET; THENCE SOUTH 77°37'44" EAST, A DISTANCE OF 23.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2186.98 FEET, A CENTRAL ANGLE OF 20°56'44", AND A CHORD BEARING OF SOUTH 65°26'03" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 75°54'25" EAST, SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 799.49 TO A POINT ON SAID CURVE; THENCE SOUTH 54°11'54" EAST, A DISTANCE OF 60.33 FEET; THENCE SOUTH 34°33'10" WEST, A DISTANCE OF 14.71 FEET; THENCE SOUTH 54°24'13" EAST, A DISTANCE OF 129.69 FEET; THENCE NORTH 35°24'43" EAST, A DISTANCE OF 127.46 FEET; THENCE SOUTH 54°39'09" EAST, A DISTANCE OF 173.27 FEET TO THE NORTHWEST CORNER OF MOSS PARK RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 83 THROUGH 91, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°35'37" EAST, A DISTANCE OF 1331.09 FEET ALONG THE WEST LINE OF SAID PLAT TO THE AFOREMENTIONED SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 89°39'25" WEST, A DISTANCE OF 379.45 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL M-1, PARCEL M-2, PARCEL L-2A, AND PARCEL L-2B, COLLECTIVELY, LESS AND EXCEPT:

OCPs TRACT

A PORTION OF SECTIONS 3, 4, 9, AND 10, TOWNSHIP 24 SOUTH, RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°39'25" EAST, A DISTANCE OF 185.13 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 TO THE POINT OF BEGINNING; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 653.41 FEET, A CENTRAL ANGLE OF 44°11'05", AND A CHORD BEARING OF SOUTH 45°14'21" WEST; THENCE DEPARTING SAID NORTH LINE, FROM A TANGENT BEARING OF SOUTH 67°19'54" WEST, SOUTHWESTERLY 503.89 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE SOUTH 23°08'49" WEST, A DISTANCE OF 301.23 FEET; THENCE SOUTH 20°56'14" WEST, A DISTANCE OF 308.13 FEET; THENCE SOUTH 21°05'31" WEST, A DISTANCE OF 60.24 FEET; THENCE NORTH 73°47'08" WEST, A DISTANCE OF 440.40 FEET; THENCE

NORTH 16°18'02" EAST, A DISTANCE OF 769.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 994.50 FEET AND A CENTRAL ANGLE OF 07°48'18"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 135.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 39°18'02" EAST, A DISTANCE OF 50.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 982.50 FEET, A CENTRAL ANGLE OF 10°45'15" AND A CHORD BEARING OF NORTH 32°19'07" EAST; THENCE FROM A TANGENT BEARING OF NORTH 26°56'30" EAST, NORTHEASTERLY 184.41 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 26°35'13" AND A CHORD BEARING OF SOUTH 63°23'35" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 76°41'11" EAST, SOUTHEASTERLY 13.92 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE SOUTH 50°05'58" EAST, A DISTANCE OF 0.76 FEET; THENCE NORTH 39°54'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 50°05'58" WEST, A DISTANCE OF 6.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 32°52'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 994.50 FEET, A CENTRAL ANGLE OF 28°52'52" AND A CHORD BEARING OF NORTH 57°16'47" EAST; THENCE FROM A TANGENT BEARING OF NORTH 42°50'21" EAST, NORTHEASTERLY 501.30 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE NORTH 86°54'55" EAST, A DISTANCE OF 50.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 982.50 FEET, A CENTRAL ANGLE OF 07°48'54" AND A CHORD BEARING OF NORTH 78°27'50" EAST; THENCE FROM A TANGENT BEARING OF NORTH 74°33'23" EAST, EASTERLY 134.01 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE NORTH 84°55'19" EAST, A DISTANCE OF 40.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 39°43'02" AND A CHORD BEARING OF SOUTH 25°00'41" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 44°52'12" EAST, SOUTHEASTERLY 34.66 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE NORTH 88°40'49" EAST, A DISTANCE OF 95.77 FEET; THENCE NORTH 01°19'11" WEST, A DISTANCE OF 10.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 44°08'06"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 994.50 FEET, A CENTRAL ANGLE OF 30°04'42" AND A CHORD BEARING OF SOUTH 73°03'12" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 88°05'33" EAST, EASTERLY 522.08 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE SOUTH 13°56'18" WEST, A DISTANCE OF 439.31 FEET; THENCE NORTH 89°40'31" WEST, A DISTANCE OF 338.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 615.00 FEET AND A CENTRAL ANGLE OF 19°34'05"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.04 FEET TO A POINT ON SAID CURVE AND THE AFORESAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10; THENCE NORTH 89°39'25" WEST, A DISTANCE OF 24.33 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

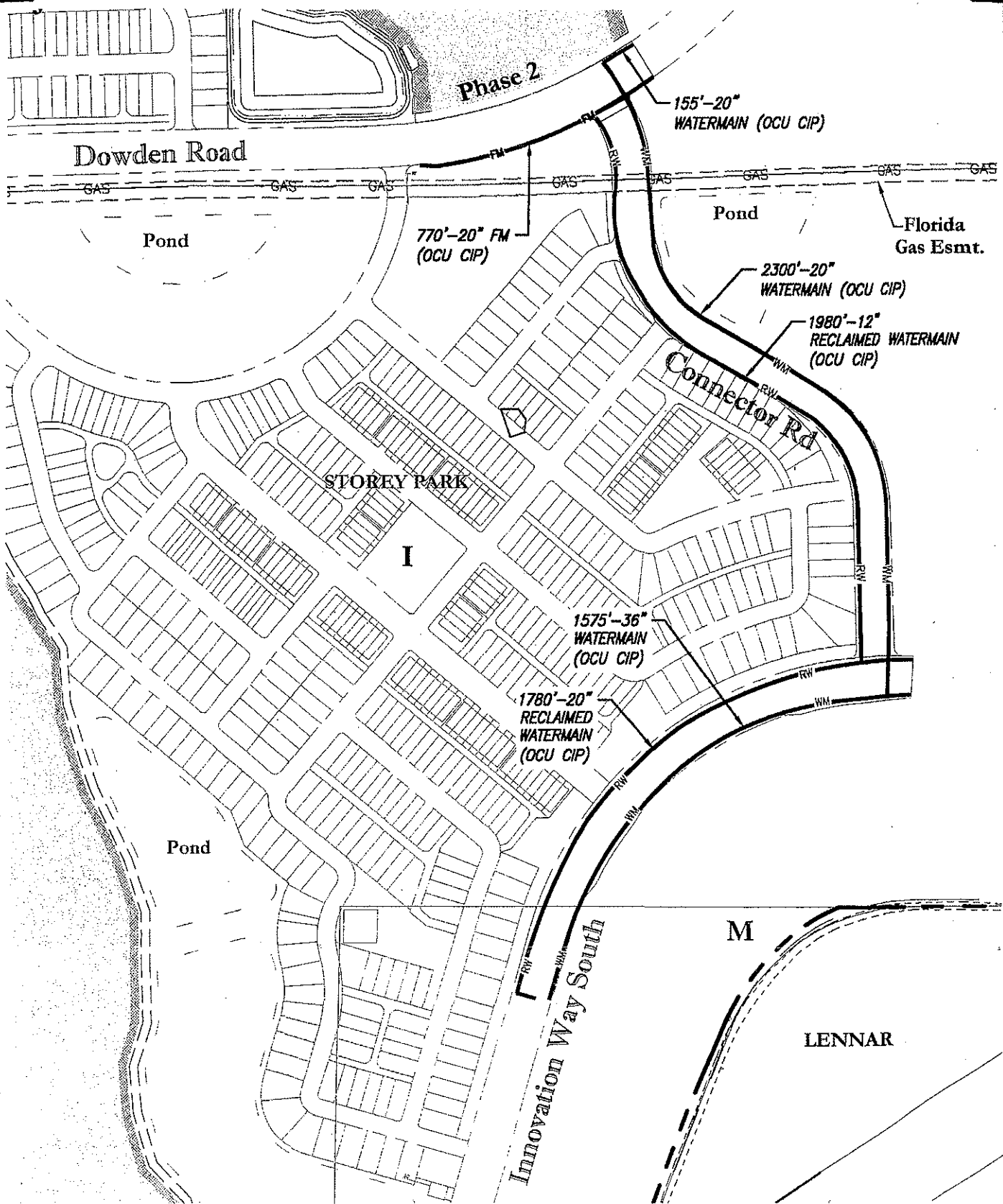
SLIVERS RETURN TRACTS

THE LANDS DESCRIBED ON EXHIBIT "A" TO THAT CERTAIN "SPECIAL WARRANTY DEED" RECORDED ON JANUARY 25, 2016, AS DOCUMENT NO. 20160040915 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE LANDS DESCRIBED ON EXHIBIT "A" TO THAT CERTAIN "SPECIAL WARRANTY DEED" RECORDED ON MARCH 22, 2016, AS DOCUMENT NO. 20160144120 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

Depiction of Part B CIP Utility Work

(see attached one (1) document totaling one (1) page)



NOTES:
1. CONSTRUCTION PLANS HAVE BEEN PREPARED BY REISS ENGINEERING TITLED INNOVATION PLACE PROJECT (AKA STOREY PARK UTILITIES) PART B AND HAVE BEEN APPROVED BY OCU.

Utility Construction Reimbursement Agreement

Innovation Place Project (a.k.a Storey Park Utilities) Part B

2602 E Livingston St.
Orlando, Florida 32803 - 407.487.2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567



200' 0 200' 400'

SCALE IN FEET

Exhibit B

513

February 11, 2016
P & B Job No: 12-060

2010/12/11 - 2010/12/11 - INNOVATION PLACE PROJECT (AKA STOREY PARK UTILITIES) PART B - UIC CONSTRUCTION REIMBURSEMENT AGREEMENT

EXHIBIT "C"

Bid Schedule

(see attached one (1) document totaling two (2) pages)

BID SCHEDULE

INNOVATION PLACE PROJECT (AKA STOREY PARK UTILITIES)

Bidder is to understand that the total bid price is based on the estimated quantities and will control in awarding the Contract as provided in the Instructions to the Bidder. It is further understood that the quantities stated in the Bid Schedule for various items are estimated only and may be increased or decreased as provided in the Contract.

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Estimated Amount |
|----------|--|--------------------|------|------------|------------------|
| 1 | Mobilization, Demobilization, Bonds and Permits (not to exceed 10% of items 2-24) | 1 | LS | | |
| 2 | Project Record Documents (minimum of 1%) | 1 | LS | | |
| 3 | Indemnification | 1 | LS | \$100.00 | \$100.00 |
| 4 | Preconstruction Audio/Visual Documentation and Construction Photographs | 1 | LS | | |
| 5 | Public Information Officer | 1 | LS | | |
| 6 | 36" DI Potable WM & Fittings (Open Cut Construction) | 1,575 | LF | | |
| 7 | 20" DI Potable WM & Fittings (Open Cut Construction) | 2,455 | LF | | |
| 8 | 20" DI RWM & Fittings (Open Cut Construction) | 1,780 | LF | | |
| 9 | 12" DI RWM & Fittings (Open Cut Construction) | 1,980 | LF | | |
| 10 | 36" Gate Valve with Box | 2 | EA | | |
| 11 | 20" Gate Valve with Box | 7 | EA | | |
| 12 | 12" Gate Valve with Box | 2 | EA | | |
| 13 | Fire Hydrant Assembly | 4 | EA | | |
| 14 | 20" PVC FM & Fittings (Open Cut Construction) | 770 | LF | | |
| 15 | 20" DI Plug Valve with Box | 1 | EA | | |
| 16 | 4" Offset Air Release Valve Assembly | 2 | EA | | |
| 17 | 2" Offset Air Release Valve Assembly | 11 | EA | | |
| 18 | Flushing Assembly | 3 | EA | | |
| 19 | Blow Off Valve Assembly | 5 | EA | | |
| 20 | Contaminated Groundwater Sampling, Monitoring, Testing, Reporting, Treatment, & Disposal | 1 | LS | | |

Orange County Utilities
Innovation Place Project (aka Storey Park Utilities) 1
Issued For Bid
February 2016



REISS ENGINEERING

| | | | | | |
|----|---|-------|----|--|--|
| 21 | Maintenance of Traffic (minimum 1%) | 1 | LS | | |
| 22 | Existing Utility Support and/or Protection | 1 | LS | | |
| 23 | Erosion, Sediment and Turbidity Control | 1 | LS | | |
| 24 | Removal and Replacement of Unsuitable Materials | 2,500 | CY | | |
| | | | | | |
| | | | | | |
| | | | | | |

TOTAL ESTIMATED BID AMOUNT \$ _____



EXHIBIT "D"

CIP Bid Analysis and Low-Bid Schedule

(see attached three (3) documents totaling three (3) pages)

CIP Bid Analysis

Dowden Road, Connector Road and Innovation Way South (Part B)

| Item No. | Description | Estimated Quantity | Unit | Hubbard | JMHC | Jr. Davis |
|----------|---|--------------------|------|-----------------|-----------------|-----------------|
| 1 | Mobilization, Bonds & Permits | 1 | LS | \$ 186,800.00 | \$ 127,500.00 | \$ 51,056.00 |
| 2 | Record Documents | 1 | LS | \$ 20,000.00 | \$ 16,000.00 | \$ 1,800.00 |
| 3 | Indemnification | 1 | LS | \$ 100.00 | \$ 100.00 | \$ 100.00 |
| 4 | Preconstruction Documentation | 1 | LS | \$ 5,000.00 | \$ 2,500.00 | \$ 1,500.00 |
| 5 | Public Information Officer | 1 | LS | \$ 2,000.00 | \$ 1,250.00 | \$ 500.00 |
| 6 | 36" DI Potable WM & Fittings | 1575 | LF | \$ 464,625.00 | \$ 365,400.00 | \$ 384,300.00 |
| 7 | 20" DI Potable WM & Fittings | 2455 | LF | \$ 392,800.00 | \$ 243,045.00 | \$ 265,140.00 |
| 8 | 20" DI RWM & Fittings | 180 | LF | \$ 231,400.00 | \$ 163,760.00 | \$ 165,540.00 |
| 9 | 12" DI RWM & Fittings | 1980 | LF | \$ 198,000.00 | \$ 99,000.00 | \$ 108,900.00 |
| 10 | 36" Gate Valve with Box | 2 | EA | \$ 84,000.00 | \$ 77,000.00 | \$ 79,718.00 |
| 11 | 20" Gate Valve with Box | 7 | EA | \$ 91,000.00 | \$ 80,500.00 | \$ 81,522.00 |
| 12 | 12" Gate Valve with Box | 2 | EA | \$ 8,000.00 | \$ 5,000.00 | \$ 5,334.00 |
| 13 | Fire Hydrant Assembly | 4 | EA | \$ 50,000.00 | \$ 39,000.00 | \$ 39,288.00 |
| 14 | 20" PVC FM & Fittings | 770 | LF | \$ 92,400.00 | \$ 71,610.00 | \$ 67,760.00 |
| 15 | 20" DI Plug Valve with Box | 1 | EA | \$ 9,000.00 | \$ 7,500.00 | \$ 7,409.00 |
| 16 | 4" Offset Air Release Valve Assembly | 2 | EA | \$ 40,000.00 | \$ 37,800.00 | \$ 37,430.00 |
| 17 | 2" Offset Air Release Valve Assembly | 11 | EA | \$ 88,000.00 | \$ 71,500.00 | \$ 74,800.00 |
| 18 | Flushing Assembly | 3 | EA | \$ 27,000.00 | \$ 22,800.00 | \$ 22,644.00 |
| 19 | Blow Off Valve Assembly | 5 | EA | \$ 7,000.00 | \$ 7,500.00 | \$ 6,805.00 |
| 20 | Groundwater Sampling, Monitoring, Testing | 1 | LS | \$ 10,000.00 | \$ 5,000.00 | \$ 5,226.00 |
| 21 | Maintenance of Traffic | 1 | LS | \$ 20,000.00 | \$ 16,000.00 | \$ 1,500.00 |
| 22 | Existing Utility Support | 1 | LS | \$ 20,000.00 | \$ 5,000.00 | \$ 13,500.00 |
| 23 | Erosion, Sediment & Turbidity Control | 1 | LS | \$ 10,000.00 | \$ 7,500.00 | \$ 4,900.00 |
| | | | | \$ 2,057,125.00 | \$ 1,472,265.00 | \$ 1,426,672.00 |

JR. DAVIS


BID SCHEDULE

INNOVATION PLACE PROJECT (AKA STOREY PARK UTILITIES)

Bidder is to understand that the total bid price is based on the estimated quantities and will control in awarding the Contract as provided in the Instructions to the Bidder. It is further understood that the quantities stated in the Bid Schedule for various items are estimated only and may be increased or decreased as provided in the Contract.

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Estimated Amount |
|----------|--|--------------------|------|-------------|------------------|
| 1 | Mobilization, Demobilization, Bonds and Permits (not to exceed 10% of items 2-24) | 1 | LS | \$51,056.00 | \$51,056.00 |
| 2 | Project Record Documents (minimum of 1%) | 1 | LS | \$1,800.00 | \$1,800.00 |
| 3 | Indemnification | 1 | LS | \$100.00 | \$100.00 |
| 4 | Preconstruction Audio/Visual Documentation and Construction Photographs | 1 | LS | \$1,500.00 | \$1,500.00 |
| 5 | Public Information Officer | 1 | LS | \$500.00 | \$500.00 |
| 6 | 36" DI Potable WM & Fittings (Open Cut Construction) | 1,575 | LF | \$244.00 | \$384,300.00 |
| 7 | 20" DI Potable WM & Fittings (Open Cut Construction) | 2,455 | LF | \$108.00 | \$265,140.00 |
| 8 | 20" DI RWM & Fittings (Open Cut Construction) | 1,780 | LF | \$93.00 | \$165,540.00 |
| 9 | 12" DI RWM & Fittings (Open Cut Construction) | 1,980 | LF | \$55.00 | \$108,900.00 |
| 10 | 36" Gate Valve with Box | 2 | EA | \$39,859.00 | \$79,718.00 |
| 11 | 20" Gate Valve with Box | 7 | EA | \$11,646.00 | \$81,522.00 |
| 12 | 12" Gate Valve with Box | 2 | EA | \$2,667.00 | \$5,334.00 |
| 13 | Fire Hydrant Assembly | 4 | EA | \$9,822.00 | \$39,288.00 |
| 14 | 20" PVC FM & Fittings (Open Cut Construction) | 770 | LF | \$88.00 | \$67,760.00 |
| 15 | 20" DI Plug Valve with Box | 1 | EA | \$7,409.00 | \$7,409.00 |
| 16 | 4" Offset Air Release Valve Assembly | 2 | EA | \$18,715.00 | \$37,430.00 |
| 17 | 2" Offset Air Release Valve Assembly | 11 | EA | \$6,800.00 | \$74,800.00 |
| 18 | Flushing Assembly | 3 | EA | \$7,548.00 | \$22,644.00 |
| 19 | Blow Off Valve Assembly | 5 | EA | \$1,361.00 | \$6,805.00 |
| 20 | Contaminated Groundwater Sampling, Monitoring, Testing, Reporting, Treatment, & Disposal | 1 | LS | \$5,226.00 | \$5,226.00 |

Orange County Utilities
Innovation Place Project (aka Storey Park Utilities)
Issued For Bid
February 2016

 REISS ENGINEERING

| | | | | | |
|----|---|-------|----|-------------|-------------|
| 21 | Maintenance of Traffic (minimum 1%) | 1 | LS | \$1,500.00 | \$1,500.00 |
| 22 | Existing Utility Support and/or Protection | 1 | LS | \$13,500.00 | \$13,500.00 |
| 23 | Erosion, Sediment and Turbidity Control | 1 | LS | \$4,900.00 | \$4,900.00 |
| 24 | Removal and Replacement of Unsuitable Materials | 2,500 | CY | N/A | |
| | | | | | |
| | | | | | |
| | | | | | |

TOTAL ESTIMATED BID AMOUNT \$ 1,426,672.00

Orange County Utilities
Innovation Place Project (aka Storey Park Utilities)
Issued For Bid
February 2016

2



REISS ENGINEERING

EXHIBIT "E"

Form of Bill of Sale

(see attached one (1) instrument totaling three (3) pages)

BILL OF SALE

Dowden Road, Connector Road, and Innovation Way South (Part B)

LENNAR HOMES, LLC, a Florida limited liability company, (“**Seller**”) located at 6750 Forum Drive, #310, Orlando, Florida, 32821, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid, at or before ensealing and delivering, to Seller by COUNTY OF ORANGE, a political subdivision of the State of Florida, (“**Buyer**”) whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393, receipt of which is hereby acknowledged, does grant, sell, transfer, convey, and deliver to Buyer all pipes, lines, valves, valve boxes, thrust blocks, hydrants, equipment, manholes, lift stations, fittings, and other goods which comprise the water, wastewater, and reclaim water systems installed by Seller (collectively, the “**Utility Infrastructure**”) described on the excerpts of the utility design plans and construction specifications for the Utility Infrastructure entitled “Innovation Place Project (A.K.A. Storey Park Utilities) Part B” bearing Reiss Engineering Project Number 110030 and attached as Exhibit “A”, and which are located on the following easements or right-of-way described and depicted in Exhibit “B.”

**PROJECT: Dowden Road, Connector Road, and Innovation Way South (Part B) –
36” Potable Water Main, 20” Potable Water Main, 20” Wastewater Force
Main, 20” Reclaimed Water Main, and 12” Reclaimed Water Main**

Seller warrants that: (1) Seller is the legal owner of the Utility Infrastructure; (2) the Utility Infrastructure is free from all liens and encumbrances; and (3) Seller has full right and authority to sell and transfer the Utility Infrastructure.

The Utility Infrastructure is being sold in an ‘as is’ condition and Seller expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Further, Seller disclaims any warranty as to the condition of the Utility Infrastructure. Seller does not assume, or authorize any other person to assume on the behalf of Seller, any liability in connection with the sale of the Utility

Infrastructure. Seller's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Utility Infrastructure.

Buyer has been given the opportunity to inspect the Utility Infrastructure or to have it inspected and Buyer has accepted the Utility Infrastructure in its existing condition. This Bill of Sale will be construed in accordance with and governed by the laws of the State of Florida.

[signature page follows]

SIGNED, SEALED, AND DELIVERED
In the presence of:

LENNAR HOMES, LLC,
a Florida limited liability company

Witness

By: _____

Printed Name

Name: _____

Witness

As Its: _____

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____ of Lennar Homes,
LLC, a Florida limited liability company, on its behalf. Said person is ☐ personally known to me
or ☐ has produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____



OFFICE OF THE COMPTROLLER

ORANGE
COUNTY
FLORIDA

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

COUNTY COMMISSION AGENDA

Tuesday, July 12, 2016

COUNTY COMPTROLLER

Informational only – No Board action required

Receipt of the following items to file for the record:

- a. Orange County, Florida Declaration of State of Local Emergency Executive Order No. 16-01 regarding a shooting at a commercial establishment known as "Pulse", dated June 12, 2016.
- b. City of Orlando Voluntary Annexation Request: South Gate - ANX2015-00022. Notice of Proposed Enactment. On July 11, 2016, the Orlando City Council will consider proposed Ordinance #2016-13, entitled An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located north of Butler Dr., east of S. Orange Ave., south of E. Pineloch Ave., and west of Center St. and Oak Pl., and comprised of 10.678 acres of land, more or less; amending the City's Official Zoning Maps to designate the newly annexed land along with land already existing within the corporate limits of the city as the AC-2 Urban Activity Center District, in part, and the AC-2 Urban Activity Center District along with the Orange/Michigan Special Plan Overlay District, in part, such land comprised of 11.391 acres of land, more or less; providing for severability, correction of scrivener's errors, and an effective date. The public hearing and request for the second reading of this ordinance is scheduled for the City Council meeting on July 11, 2016 beginning at 2:00 p.m., in Council Chambers, 2nd floor, Orlando City Hall, 400 S. Orange Ave., Orlando, Florida.. The first reading of this ordinance was approved on May 9, 2016.
- c. City of Orlando Economic Development Department Majorca Property Annexation Study Report with attachments and exhibits. The annexation study area comprises 11.263 acres consisting of 4 parcels (26-23-28-5411-00010, 26-23-28-5411-00-020, 26-23-28-5410-00-002 and 26-23-28-5410-00-001) and a portion of a fifth parcel (26-23-28-5411-00-030). Exhibit 1 - Majorca Study Area Map; Exhibit 2 - Majorca Study Area County Future Land Use Map (current and proposed); Exhibit 3 - Majorca Study Area County Zoning Map (current and proposed); Exhibit 4 - Statement certifying that the area to be annexed meets the criteria in S. 171.043, F.S.

- d. Jurisdictional Boundary Map Update in reference to Ordinance No. 2016-44, entitled An Ordinance of the City Council of the City of Orlando, Florida annexing to the corporate limits of the City certain land generally located south of State Road 417, North of Tyson Road and East of Narcoossee Road, addressed as 10123 William Carey Drive and 12345 Narcoossee Road and comprised of 54.16 acres of land, more or less; providing for consent to the Municipal Services Taxing Unit for Lake Whippoorwill; providing for severability, correction of scrivener's errors, and an effective date.

Items filed for the record can be accessed at www.occompt.com. Then navigate to Clerk of the BCC.



Interoffice Memorandum

June 20, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Matt Suedmeyer, Manager, Parks and Recreation Division
407-836-6202

SUBJECT: Selection of Firm, Y16-1053-JS, Tennis Management Services at
Lake Cane Tennis Center at Shadow Bay Park

RECOMMENDATION:

Selection of one firm and an alternate to provide Tennis Management Services at Lake Cane Tennis Center at Shadow Bay Park, Request for Proposals, Y16-1053-JS, from the following firms listed alphabetically:

- Central Florida Tennis Management Associates, LLC
- M.G. Tennis Shop, Inc.

Further request authority for Procurement to negotiate and execute a 3-year term contract, with two 1-year renewal terms, with revenue to be generated in the amount of \$162,000 during the initial 3-year term.

The item was evaluated by the Procurement Committee on June 15, 2016. Commissioner Ted Edwards was assigned to the Procurement Committee.

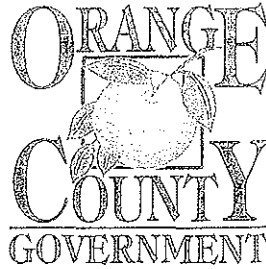
PURPOSE:

To provide tennis management services at Lake Cane Tennis Center at Shadow Bay Park. Services include supervision of tennis courts, private and group instruction, a pro shop for equipment and merchandise sales, equipment repair and other tennis related services.

DISCUSSION:

Two proposals were received in response to RFP Y16-1053-JS. The Procurement Committee evaluated the proposals against the stated criteria. Attached are the consensus scores.

| RFP#: Y16-1053-JS Tennis Management Services 88 Lake Cane Tennis Center at Shadow Bay Park | Qualifications of the Firm | | Qualifications of the Staff | | Technical Approach | | Fee Schedule | | M/WBE Utilization | | Location | | Welfare Recipient Hires | Service Disabled Veterans Hires | Service Disabled Veteran Prime | Grand Total |
|---|-------------------------------|-------------------|--------------------------------|-------------------|-----------------------|-------------------|-----------------|-------------------|----------------------|-------------------|-----------|-------------------|-------------------------------|--|---|----------------|
| | 25 | | 15 | | 20 | | 20 | | 10 | | 10 | | | | | |
| WEIGHT | RAW SCORE | WEIGHTED SCORE | RAW SCORE | WEIGHTED SCORE | RAW SCORE | WEIGHTED SCORE | RAW SCORE | WEIGHTED SCORE | RAW SCORE | WEIGHTED SCORE | RAW SCORE | WEIGHTED SCORE | | | | |
| Central Florida Tennis Management Associates, LLC | 1 | 25 | 3 | 45 | 3 | 60 | 5 | 100 | 3 | 30 | 5 | 50 | 0 | 2 | 0 | 312 |
| M.G. Tennis Shop, Inc. | 5 | 125 | 5 | 75 | 5 | 100 | 5 | 100 | 3 | 30 | 5 | 50 | 0 | 0 | 0 | 480 |



Interoffice Memorandum

June 15, 2016

To: Tracy Attenasio, Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator 
Business Development Division

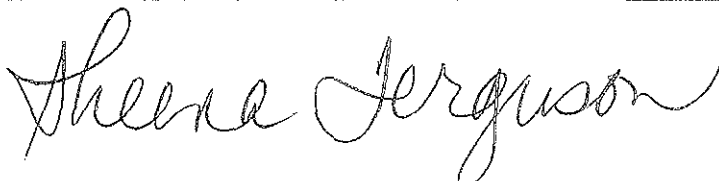
SUBJ: **RFP #Y16-1053-JS, Tennis Management Services at Lake Cane
Tennis Center at Shadow Bay Park**

Below are the respondents to the subject RFP with their firm's certified sub-consultants and M/WBE participation score on a 1 – 5 rating:

| | | | |
|----------------|---|---------------|-----------------|
| 1. AFAM | Central Florida Tennis Management Associates | | 3 Points |
| *AFAM | Posh Rock Tennis Inc. | 11.25% | |
| | | | |
| | Total MWBE Participation: | 11.25% | |
| | EEO Staff | 69% | |
| Bonus Points | | | |
| * | Service-Disabled Veterans (SDV) | 1 | |
| | Welfare Recipients: | 0 | |

*The percentage is based on the dollar amount of \$54,000.00 per year and the sub dollar amount listed in the proposal because there was not a percentage listed for the MBE and SDV sub.

| | | | |
|--------------|----------------------------------|-----------|-----------------|
| 2. | M. G. Tennis Shop, Inc. | | 3 Points |
| | None | 0% | |
| | | | |
| | Total MWBE Participation: | 0% | |
| | EEO Staff | 90% | |
| Bonus Points | | | |
| | Service-Disabled Veterans (SDV) | 0 | |
| | Welfare Recipients: | 0 | |



June 27, 2016

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: (407) 836-7611



SUBJECT: Capital Improvement Projects at the Orange County Animal Services
Shelter
Discussion – July 12, 2016

The Orange County Animal Services (OCAS) Shelter plays an important role in the housing, medical care, and adoption process for thousands of animals in the county. OCAS also welcomes tens of thousands of visitors annually. Recently, there have been concerns for ventilation and cooling systems within a portion of the facility.

On July 12, 2016, the Health Services Department and the Capital Projects Division will present to the Board of Commissioners the findings of a study evaluating these concerns and address potential solutions.

Please contact me directly if any additional information or details are needed.


ACTION REQUESTED: Approval to move forward with the design and construction of both the Animal Services Building 300 Ventilation Upgrade project and the adjacent Interaction Yard Shade & Turf project.

CH/sb

Cc: Ajit Lalchandani, County Administrator
George Ralls, M.D., Deputy County Administrator
Sara Flynn-Kramer, Manager, Capital Projects Division

June 27, 2016

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

FROM: Christopher Hunter, M.D., Ph.D., Director 
Health Services Department

SUBJECT: Fee Directory Update
Discussion Agenda – July 12, 2016

On July 12, 2016, Dr. Kevin Sherin will give an update to the BCC on the Florida Department of Health (FDOH) priorities for the upcoming fiscal year. The presentation will include discussions on how alignment of resources may help address recent cuts to public health funding. Additionally, Dr. Sherin will present an updated fee schedule for the Orange County Health Department, including supporting rationale for the proposed changes. At the conclusion of the discussion, Board approval of the updated fee schedule will be requested.

ACTION REQUESTED: Approval and execution of Resolution of the Orange County Board of County Commissioners regarding certain services fees charged by Orange County Health Department and authorizing revisions to the schedule of fees to take effect immediately. **(Health Services Department)**

Attachments

Cc: Ajit Lalchandani, County Administrator
George A. Ralls, M.D., Deputy County Administrator
Kevin Sherin, M.D., Director, Orange County Department of Health
Randy Singh, Assistant County Administrator
Kurt Peterson, Manager, Office of Management & Budget

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
Regarding
**CERTAIN SERVICES FEES CHARGED BY
ORANGE COUNTY HEALTH DEPARTMENT**

Resolution No. 2016-_____

WHEREAS, the Board of County Commissioners has authority by law to enact and, from time to time, amend fees charged by the Orange County Health Service Department for services rendered to the public; and

WHEREAS, Orange County can legally charge a fee for such services that captures the reasonable cost associated with administrative, personal services, operating, capital, and overhead to provide that service; and

WHEREAS, the Orange County Health Services Department has recommended a change in some fee amounts in order to make the fee imposition fairly reflect the actual cost of service provision; and

WHEREAS, the County's Office of Management and Budget concurs with the recommendation that the Board approve the revisions to the schedule of fees as to services rendered.

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

Section 1. The Board of County Commissioners of Orange County hereby approves the schedule of fees attached hereto as "Exhibit A" and thereby amends the existing fee schedule and establishes new fees to become effective immediately.

Section 2. This Resolution shall take effect immediately, and the rates established hereby shall take effect upon approval, or as soon afterward as is practical.

ADOPTED THIS ____ DAY OF _____, 2016.

ORANGE COUNTY, FLORIDA

By:

Teresa Jacobs
County Mayor

DATE:

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

BY: _____
Deputy Clerk

Requested increases to existing fees and new fees to cover unmet needs of the Environmental Health Office

To increase existing County EH fees by 10% Since implementing County Fees in 2006 and 2008, the county population has increased 10%, our expenses have increased an average of 13%, our licensed facilities and services have increased 40% but our County Fees have only gone up 2%, 3% or the actual cost of the increase such as our cost for water testing

| Fee Type | Description | Current Fee Amount | Cost To Provide Service | Proposed Fee Amount |
|----------------------------|---|--------------------|-------------------------|---------------------|
| Well permit Fee | Permit fee to cover the cost of inspection and plan review | \$105.00 | \$115.50 | \$116.00 |
| Irrigation well permit fee | Permit fee to cover the cost of Inspection and plan review | \$40.00 | \$44.00 | \$44.00 |
| Well abandonment permit | To cover the cost of ensuring proper well abandonment | \$40.00 per well | \$44.00 per well | \$44.00 per well |
| Commercial well permit fee | Permit fee to cover the cost of inspection and plan review | \$200.00 | \$220.00 | \$220.00 |
| Plan review fee | This fee is to cover the cost of providing plan reviews | \$48.00 | \$52.80 | \$53.00 |
| Re-inspection fee | This fee is to cover the cost of conducting re-inspections | \$48.00 | \$52.80 | \$53.00 |
| Plan correction fee | This fee is to cover the cost of re-reviewing submitted plans | \$48.00 | \$52.80 | \$53.00 |
| County permit fee | This fee is used to help cover the cost of providing service | \$59.00 | \$64.90 | \$65.00 |
| IAQ / EH Consultation fee | This fee is to cover the cost of IAQ and EH Consultations | \$59.00 | \$64.90 | \$65.00 |
| Group care / Facility fee | Permit fee to cover the cost of inspection and plan review | \$91.00 | \$100.00 | \$100.00 |
| Permit late fee | This is to recoup costs of attempting to get permit fee | \$31.00 | \$34.10 | \$35.00 |

To create a fee for County Health Department licensees' and licenses of \$25 for an actual Health Department license. As an example, we are required to issue licensees to individuals that give tattoos. With this fee we will be able to create an actual license and customers will know whether or not their artist is licensed as the artist will be wearing it. It will also be a benefit to the tattoo artist as they often work in more than one facility and some go abroad to give tattoos and they are asked for their Health Department license. This fee would apply to all programs, facilities and individuals that require licenses or certifications Issued by the Health Department

| | | | | |
|--------------------|--|--------|---------|---------|
| County License fee | This is needed to issue a license to vendors that require it | \$0.00 | \$25.00 | \$25.00 |
|--------------------|--|--------|---------|---------|

Lost license fee - \$5 This cost will cover the cost of replacing a lost license

| | | | | |
|-------------------------|--|--------|--------|--------|
| Lost County License fee | This is to recoup the cost of providing replacement licenses | \$0.00 | \$5.00 | \$5.00 |
|-------------------------|--|--------|--------|--------|

Please see additional information on back

Late re-inspection fee- \$5 per month until paid we have a county re-inspection fee but often times this fee is not paid by the facility for months or even years. To re-coop the cost of consistently following up and to urge compliance we are requesting the late re-inspection fee of \$5 per month until paid

| | | | | |
|------------------------|--|--------|------------------|------------------|
| Late re-inspection fee | This is to encourage timely paying of permit fee | \$0.00 | \$5.00 per month | \$5.00 per month |
|------------------------|--|--------|------------------|------------------|

Training fee - \$20 per person The Health Department is often called upon to provide training but as of now, we have no fee to recoup the cost of staff time, materials and travel. For this reason would like a County Health Department training fee of \$20 per person trained

| | | | | |
|--------------|---|--------|-----------------------------------|-----------------------------------|
| Training fee | This is to cover the cost of providing training | \$0.00 | \$20.00 per person plus materials | \$20.00 per person plus materials |
|--------------|---|--------|-----------------------------------|-----------------------------------|

County Health Department research fee - \$20 per hour – many times we are asked to conduct research which requires us to spend staff time, travel and materials with no re-imbursement of cost. For this reason we are requesting the County Health Department research fee of \$20 per hour

| | | | | |
|--------------|---|--------|------------------|------------------|
| Research fee | This is to cover the cost of providing research | \$0.00 | \$20.00 per hour | \$20.00 per hour |
|--------------|---|--------|------------------|------------------|



Interoffice Memorandum

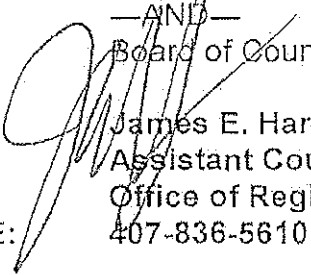
III. DISCUSSION AGENDA
OFFICE OF REGIONAL
MOBILITY

1

AGENDA ITEM

June 20, 2016

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

FROM:  James E. Harrison, Esq., P.E.
Assistant County Administrator
Office of Regional Mobility

PHONE: 407-836-5610

SUBJECT: July 12, 2016— Discussion Item
MetroPlan Orlando Board Meeting Briefing

The next scheduled meeting of the MetroPlan Orlando Board is July 13, 2016. Staff will provide an overview of the agenda for this meeting and seek discussion of any issues that may affect Orange County. This item is for informational purposes only. No action is requested of the Board.

JEH/lab



Agenda

July 12, 2016 Open Discussion
Board of County Commissioners Chambers
201 S. Rosalind Ave., Orlando, FL 32801

Commissioner Nelson, District 2, would like to discuss the Eucalyptus Deglupta tree being planted as a memorial to Pulse victims.



July 01, 2016

TO: Mayor Teresa Jacobs
AND
Board of County Commissioners

FROM: Commissioner Bryan Nelson, District 2

SUBJECT: BCC Discussion Request ~ The Rainbow Eucalyptus Tree

I would like to request time during the July 12, 2016 BCC meeting to discuss planting Rainbow Eucalyptus Trees at one of our local parks as a memorial to the Pulse Victims of the tragic shootings that occurred on June 12, 2016. The rainbow is a symbol to the LGBT community. *Eucalyptus deglupta* is a tall tree, commonly known as the rainbow eucalyptus, Mindanao gum, or rainbow gum. The *Eucalyptus Deglupta* grows in humid tropical temperatures.

This tree is also referred to as a Mindanao gum due to the fact that it is largely found in the Philippine Islands, most specifically Mindanao. The tree retains its foliage year round. They may grow from 8ft. – 10 ft. but sometimes larger. The trunk and limbs of the *Eucalyptus Deglupta* exhibit stripes of various colors which change. The colors range from green to orange and even a brownish maroon. The color of each tree varies.

Thank you for your consideration of this request.

A handwritten signature in black ink that reads "Bryan Nelson".

Cc: Board of County Commissioners

COMMISSIONER BRYAN NELSON, DISTRICT 2

201 South Rosalind Avenue, 5th Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393
407-836-7350 • Fax 407-836-5976

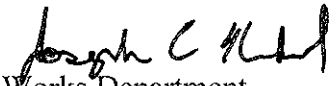
PUBLIC WORKS DEPARTMENT
PUBLIC HEARING REPORTS
JULY 12, 2016

**PETITION TO VACATE – PTV-16-02-002 – CHRIS SOUSA, ON BEHALF OF ATLANTIC
CIVIL HOLDINGS, LLC – DISTRICT 6**

The petitioner requests that Orange County vacate a portion of an unopened and unimproved 60 ft wide right-of-way known as Ginger Avenue (fka Smith Avenue), containing approximately 0.376 acres. The abutting property owner to the west is Orange County BCC, therefore, the western half of the right-of-way being petitioned to be vacated will remain in the County. The petitioner wishes to vacate in order to join his parcels to allow for future development.

DATE: July 12, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department 

SUBJECT: **PETITION TO VACATE PTV-16-02-002 – Chris Sousa, on behalf of Atlantic Civil Holdings, LLC**

Reason For Vacation

The petitioner requests that Orange County vacate a portion of an unopened and unimproved 60 ft wide right-of-way known as Ginger Avenue (fka Smith Avenue), containing approximately 0.376 acres. The abutting property owner to the west is Orange County BCC, therefore, the western half of the right-of-way being petitioned to be vacated will remain in the County. The petitioner wishes to vacate in order to join his parcels to allow for future development.

Location of Property/Legal Description

The property lies east of S Kirkman Road and south of Old Winter Garden Road. Public interest was created per the plat of Orange Heights, as recorded in Plat Book 'N', Page 8, of the Public Records of Orange County, Florida. The parcel address is 402 Tremont Avenue and it lies in District 6.

Statement of No Objection

The Real Estate Management, Engineering, Transportation Planning, Roads and Drainage and Environmental Protection Divisions have consented to the request. All utility providers have also consented. The Relationship Disclosure and Specific Expenditure forms have been submitted.

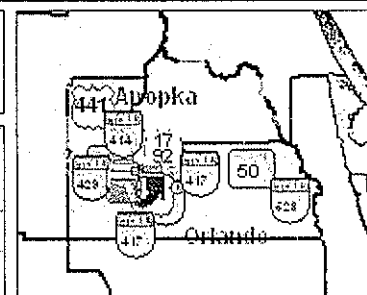
Staff Findings

There appears to be no visible improvements within the portion of right-of-way requested for vacation.



Staff Recommendations

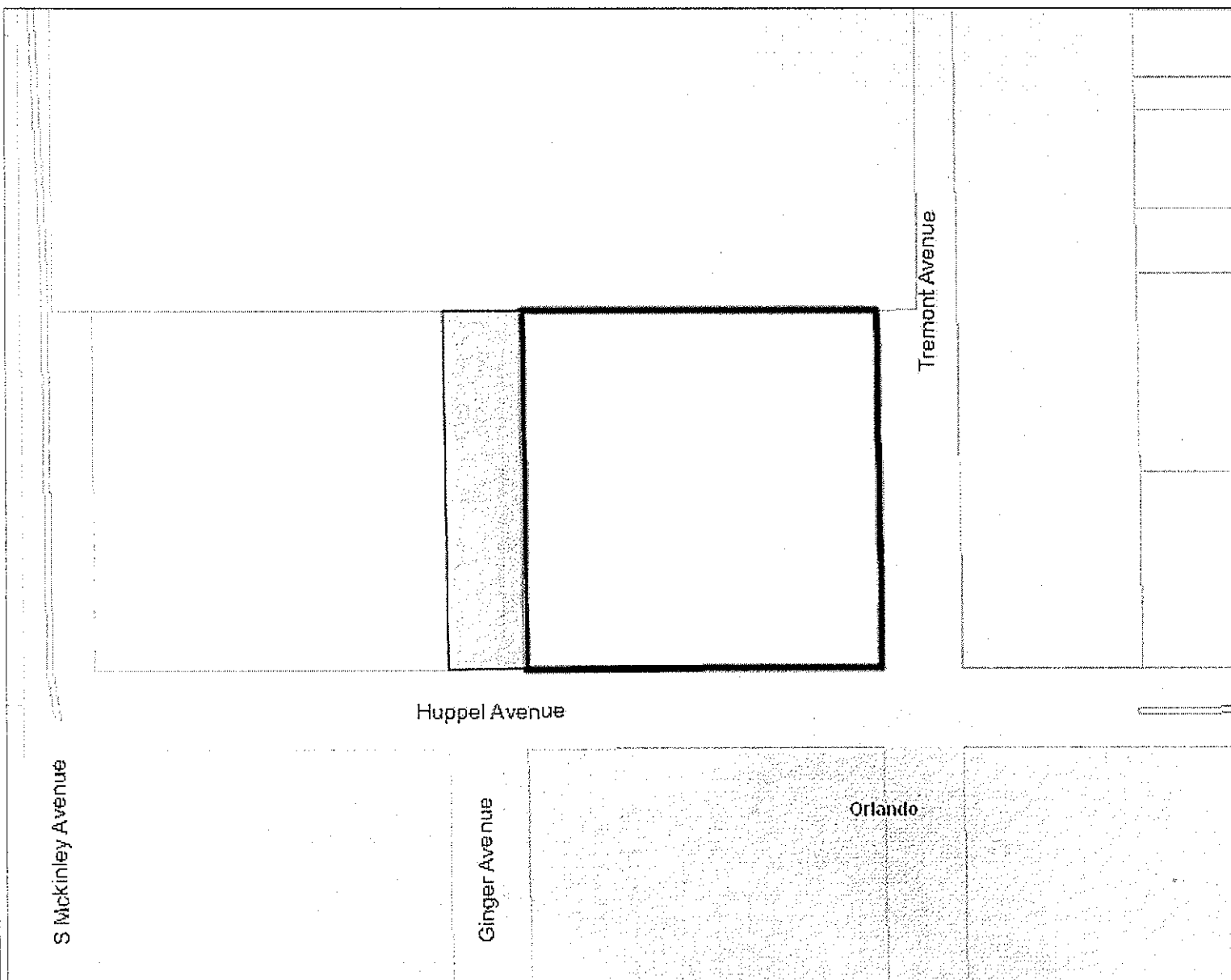
Approval of this request will have no adverse effect on Orange County. Staff has no objection to this request.

ACTION REQUESTED: APPROVAL OF PTV-16-02-002 – DISTRICT 6



Legend

-  Petitioner's property
-  Portion of right-of-way to be vacated

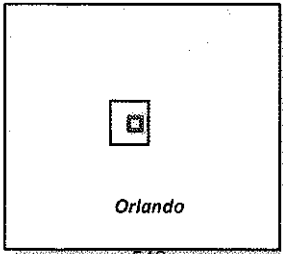


0.0 0 0.02 0.0 Miles

1:1,358




Notes

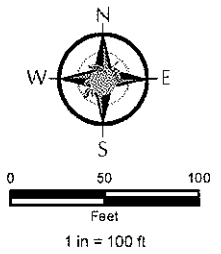


PTV # 16-02-002
Chris Sousa, on behalf of
Atlantic Civil Holdings, LLC

Portion of Right-of-Way to be Vacated



Subject Property




PUBLIC WORKS DEPARTMENT
PUBLIC HEARING REPORTS
JULY 12, 2016

PETITION TO VACATE – PTV-15-03-006 – THOMAS V. INFANTINO, ON BEHALF OF RJ
REALTY, LLC – DISTRICT 1

The petitioner requests that Orange County vacate a portion of an unopened and unimproved 16 ft wide unnamed right-of-way containing approximately 0.073 acres. The petitioner wishes to vacate in order to join his parcels to allow for future development.

DATE: July 12, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department 

SUBJECT: **PETITION TO VACATE PTV-15-03-006 – Thomas V. Infantino, on behalf of RJ Realty, LLC**

Reason For Vacation

The petitioner requests that Orange County vacate a portion of an unopened and unimproved 16 ft wide unnamed right-of-way containing approximately 0.073 acres. The petitioner wishes to vacate in order to join his parcels to allow for future development.

Location of Property/Legal Description

The property lies east of S Apopka Vineland Road and north of Lake Street. Public interest was created per the plat of Orange Center, as recorded in Plat Book 'D', Page 143, of the Public Records of Orange County, Florida. Three of the parcel addresses are 11305 S Apopka Vineland Road, 11337 S Apopka Vineland Road, and 8652 2nd Street. The remaining parcel is unaddressed and they all lie in District 1.

Statement of No Objection

The Real Estate Management, Engineering, Transportation Planning, Roads and Drainage and Environmental Protection Divisions have consented to the request. All utility providers have also consented. The Relationship Disclosure and Specific Expenditure forms have been submitted.

Staff Findings

There appears to be no visible improvements within the portion of right-of-way requested for vacation.

Staff Recommendations

Approval of this request will have no adverse effect on Orange County. Staff has no objection to this request.

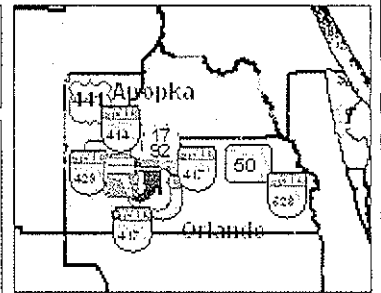
ACTION REQUESTED: APPROVAL OF PTV-15-03-006 – DISTRICT 1

S Apopka Vineland Road


2nd Street


Commercial Street

3rd Street



Legend

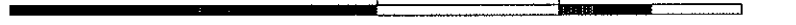
 Petitioner's property

 Portion of right-of-way to be vacated

1: 898



0.0 0 0.01 0.0 Miles



Notes



COMMERCIAL ST

S APOPKA VINELAND RD

3RD ST

Kucera International, Inc.

PTV # 15-03-006
Thomas V. Infantino,
on behalf of RJ Realty, LLC

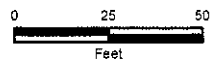
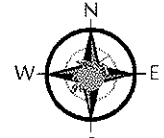


546

Portion of Right-of-Way to be Vacated



Subject Property



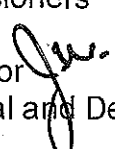
1 in = 50 ft




Interoffice Memorandum

DATE: June 6, 2016

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

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

CONTACT PERSON: Carol Knox Hossfield, Manager, Zoning Division 
407-836-5585

SUBJECT: July 12, 2016 – BCC Called Public Hearing
Applicant: Margaret Rogers
BZA Case #VA-15-12-118, May 5, 2016; District #2

Case #VA-15-12-118, located at 7230 Lake Ola Drive in District #2, is a BCC called public hearing to be heard on July 12, 2016. Margaret Rogers (applicant) is requesting a variance to validate construction of improvements to her second floor consisting of an extension of a closet and a deck/landing for an elevator which is to be installed in the future. The applicant had the work done without obtaining permits from the County. Some of the improvements are constructed two (2) ft. from the side (west) property line in lieu of 10 ft. as required by the Zoning Regulations.

The subject property is located on the north side of Lake Ola, south of Lake Ola Drive, approximately 125 ft. east of Lake St. in the Town of Tangerine.

During the May 5, 2016 BZA public hearing, five people spoke in favor of the request and five people spoke in opposition to the request. One of the opposing parties is the adjacent owners to the west. The Tangerine Improvement Society voted to oppose the request. The BZA determined that the requested variance was considered excessive, voting 5-1 (1 abstaining) to recommend denial of the request.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy is available upon request in the Zoning Division.

If you have any questions regarding this matter, please contact Carol Hossfield at 6-5585 or Rocco Relvini at 6-5386.

ACTION REQUESTED: Uphold the BZA's recommendation of denial of May 5, 2016.
District #2.

**COMMUNITY ENVIRONMENTAL DEVELOPMENT SERVICES
DEPARTMENT
ZONING DIVISION PUBLIC HEARING REPORT
July 12, 2016**

The following is a public hearing on an appeal before the Board of County Commissioners on July 12, 2016 at 2:00 p.m.

APPELLANT/APPLICANT: MARGARET ROGERS

REQUEST: Variance in the R-CE zoning district to construct 2nd floor addition to single family residence 2 ft. from the side (west) property line in lieu of 10 ft.

(Note: The applicant is preparing the home for installation of an elevator due to a medical issue which precludes use of the stairs due to fall risk. The applicant began the work without a permit, but ceased work once contacted by code enforcement).

LOCATION: South side of Lake Ola Dr., approximately 125 ft. east of Lake St., and approximately .3 miles east of North OBT.

TRACT SIZE: 79 ft. x 355 ft.

ZONING: R-CE

DISTRICT: #2

PROPERTIES NOTIFIED: 61

BOARD OF ZONING ADJUSTMENT (BZA) HEARING SYNOPSIS ON REQUEST:

This case was continued from the April 7, 2016 BZA meeting. The applicant constructed improvements to the exterior and interior of their residence without permits. The improvements were to make the home more handicap accessible and were in preparation for the installation of an elevator. The applicant has an existing health condition which may ultimately require the use of wheel chair.

Staff had previously provided the BZA with several letters of objection. The applicant had submitted a survey from a licensed professional surveyor, which is what staff is relying on to evaluate the case. It was also noted the Tangerine Improvement Society

had voted to recommend denial of the request. Their objection was primarily based on the fact that the work in question had been done without permits. Staff noted that 10 surrounding property owners had submitted letters of support. The most affected property owner to the west objects.

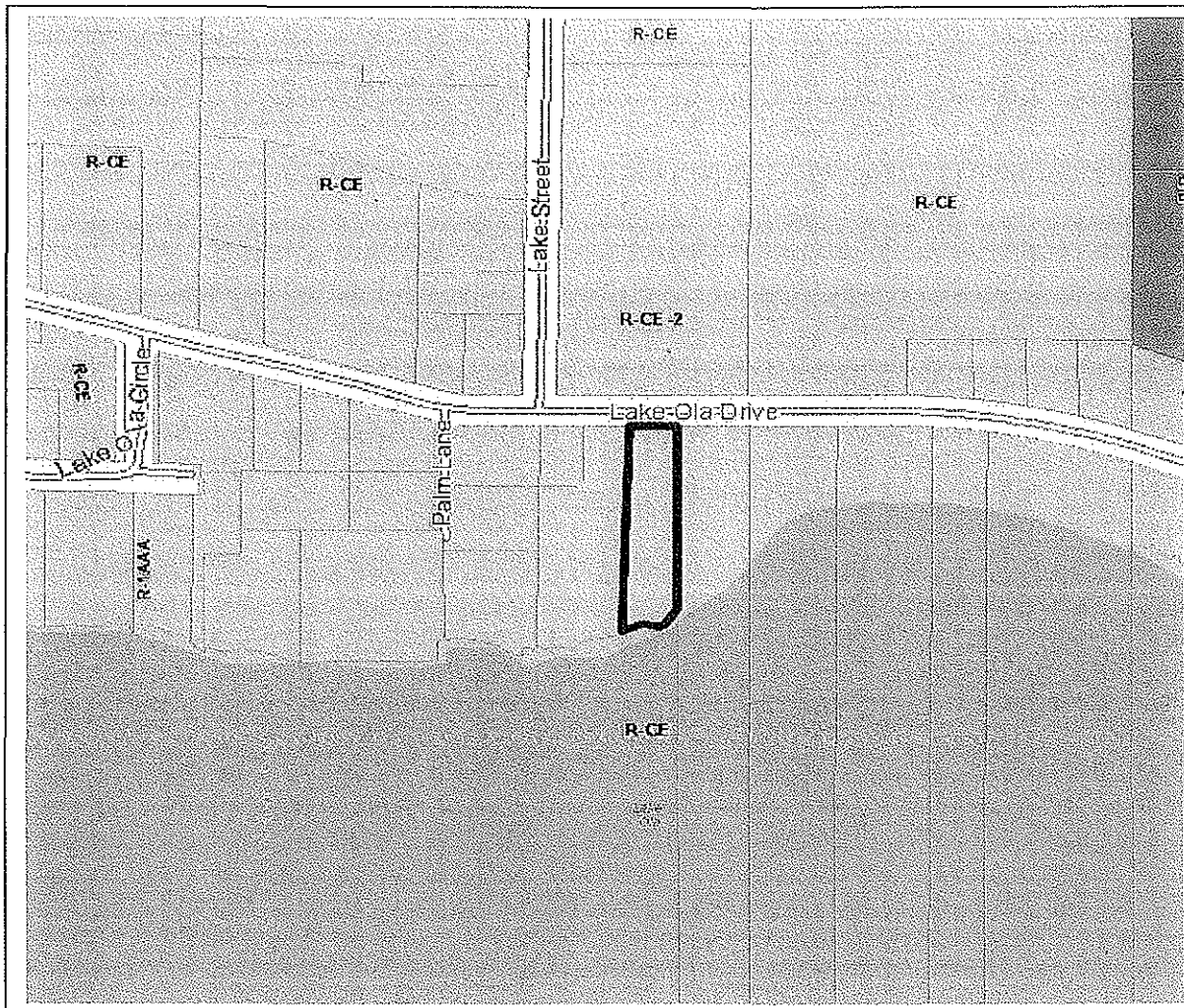
The applicant presented 10 additional letters of support. The applicant gave a more detailed explanation of her medical condition. She further explained that while some question why she does not modify the downstairs for handicap access. She stated she asked qualified individuals to review this option and these individuals concluded that due to the way the house had been built in a series of additions, it would not be possible to modify the hallways and doors to be handicap accessible. She also explained that she had made every effort to keep her neighbors abreast of her plans. She indicated that she had been under the impression that her neighbors were OK with what she was doing.

Five individuals spoke in favor of the application and five spoke in opposition. Those in support explained that the applicant was a long-time member of the Orange County community, and has done extensive volunteer work. They believed that the applicant should be granted the variances to allow her to remain in her home. Those speaking in opposition indicated that there was never any question where the property line was, providing past surveys all showing that while not precisely alike, they were all within a small margin of error. They also noted that the work was done without permits and was not done by a licensed professional, providing photos of the work. The adjacent neighbor submitted photos of questionable electrical work.

The BZA discussed the case noting that this was a very large variance representing an 80% deviation from the Code. They also indicated that the work should have been done by a licensed professional as opposed to a handyman.

BZA HEARING DECISION:

A motion was made by Gregory A. Jackson, seconded by Carolyn Karraker and unanimously carried to deny the Variance request in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (unanimous, 5 in favor, 1 opposed, 1 abstained).



Applicant: Margaret Rogers

BZA Number: VA-15-12-118

BZA Date: 05/05/2016

District: 2

Sec/Twn/Rge: 08-20-27-SE-D

Tract Size: 79 ft. x 355 ft.

Address: 7230 Lake Ola Dr., Mount Dora, FL 32757

Location: South side of Lake Ola Dr., approximately 125 ft. east of Lake St., and approximately .3 miles east of North OBT.

MARGARET ROGERS
VA-15-12-118

REQUEST: Variance in the R-CE zoning district to construct 2nd floor addition to single family residence 2 ft. from the side (west) property line in lieu of 10 ft.
(Note: The applicant is preparing the home for installation of an elevator due to a medical issue which precludes use of the stairs due to fall risk. The applicant began the work without a permit, but ceased work once contacted by code enforcement).

ADDRESS: 7230 Lake Ola Drive, Mount Dora, FL 32757

LOCATION: South side of Lake Ola Dr., approximately 125 ft. east of Lake St., and approximately .3 miles east of North OBT.

S-T-R: 08-20-27

TRACT SIZE: 79 ft. x 355 ft.

DISTRICT#: 2

LEGAL: COMM AT INTERSECTION OF W LINE OF GOV LOT 1 (AKA THE EAST LINE OF MAROTS ADDITION TO TANGERINE MTG BK E/506) AND SOUTH R/W LINE OF LAKE OLA BLVD, RUN N88-31-00E 129 FT FOR POB; RUN TH S01-22-40W 430 FT M/L TO SHORE OF LAKE OLA, RETURN TO POB, RUN TH N88-

PARCEL ID: 08-20-27-0000-00-047

NO. OF NOTICES: 61

DECISION: **DENIED** the Variance request in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (5 in favor, 1 opposed, and 1 abstained).

SYNOPSIS: This case was continued from the April 7, 2016 BZA meeting. The applicant constructed improvements to the exterior and interior of the residence without permits. The improvements were to make the home more handicap accessible and were in preparation for the installation of an elevator. The applicant has an existing health condition which may ultimately require the use of a wheel chair.

The applicant had submitted a survey from a licensed professional surveyor, which is what staff is relying on to evaluate the case. It was also noted the Tangerine Improvement Society had voted to recommend denial of the request. Their objection was primarily based on the fact that the work in question had been done without permits. Staff noted that ten (10) surrounding property owners had submitted letters of support. However, the most affected property owner to the west objects to this request.

The applicant presented ten (10) additional letters of support. The applicant gave a more detailed explanation of her medical condition. She further explained that while

some question why she does not modify the downstairs for handicap access, she has asked qualified individuals to review this option. These individuals concluded that due to the way the house had been built in a series of additions, it would not be possible to modify the hallways and doors to be handicap accessible. The applicant also explained that she had made every effort to keep her neighbors abreast of her plans, and indicated she had been under the impression that her neighbors were okay with what she was doing.

Five (5) individuals spoke in favor of the application and five (5) individuals spoke in opposition. Those in support explained that the applicant was a long-time member of the Orange County community, and has done extensive volunteer work. They believed that the applicant should be granted the variance to allow her to remain in her home. Those speaking in opposition indicated that there was never any question where the property line was identified on the survey, providing past surveys all showing that while not precisely alike, they were all within a small margin of error. They also noted that the work was done without permits and was not done by a licensed professional, providing photos of the work. The adjacent neighbor submitted photos of questionable electrical work.

The BZA discussed the case noting that this was a very large variance representing an eighty percent (80%) deviation from the Code. They also indicated that the work should have been done by a licensed professional as opposed to a handyman.

From: **Maggie Rogers** maggie37@earthlink.net
Subject:
Date: October 10, 2015 at 9:45 AM
To:



ORANGE COUNTY VARIANCE REQUEST

7230 LAKE OLA DRIVE, MT DORA, FLORIDA

I have a serious physical condition that puts me in danger when I walk. Because I have to be prepared to be in a wheel chair, I need to put in an elevator. My living area is on the second floor of my home. Because of the construction of the home, there is only one side that is possible to put in an elevator and that is the west side. In order to get a hall/storage area to the south porch where the elevator would go in, it follows the roof line, which is not straight. Off the bedroom living area where I live, a hall/storage area has been built over the existing ground storage. Off of that, a screen room has been built to accommodate the passage of a wheel chair on to the deck, where the elevator will enter the down stairs. This is the only place an elevator can be put, so that I would be able to leave my living area and go to another part of the house, such as the kitchen.

When I realized that I was going to have to do this, I called the owners of an unkept, rotten and abandoned house, which is 40 feet from the property line on the west side of my home. I asked them if this addition would be ok with them. Originally I wanted to have this area be a living space, but they did not want me to go an additional 7 to 10 feet, so I changed my plans to accommodate them. The width of this addition, which has been built, is wide enough to accommodate the turn around needed for a wheel chair. It is not large enough for a living space but it does have the needed storage closets for a person in a wheel chair.

RECEIVED
OCT 13 2015
Zoning Division

2-A

I did not know ,when I built this addition ,that there was a property line discrepancy I was told by the same neighbors that the property line was over nearly 10 to 14 feet from where it is now being claimed. I have since learned that almost all properties in Tangerine and Mt Dora have discrepancies concerning property lines and is a well know problem.

Since the addition was finished at its present state in Dec 2014, these neighbors have changed the property line several times. They have taken down a small fence I put up to keep my dogs in my yard. My dogs are 2 and 6 lbs and the fence was 24inches high. Just inside the fence I put a hedge of 75 plants that would hide the fence. I have moved this hedge twice to keep peace with them.

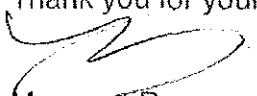
I have planted a hedge and dozens of flowering plants to hide my addition so it would not bother anyone in any way, even though the addition is lovely and tasteful.

At this point, the addition is almost finished. All that needs to be done is put in an elevator and the cover for it.

I am trying to rectify the problems with the building of this addition without a permit. I am hoping you will understand the health problems I face as well as the fact that I am nearly 80 years old and I am running out of functioning time.

I am staying out of state at this time. I will be back in Florida the end of Jan. 2016. Could you please schedule our meeting no earlier than February 2016. I will have to have to time to prepare for someone to drive me back to Florida, so if you could let me know your plans in a healthy advance, I would really appreciate it.

Thank you for your consideration in this matter.


Margaret Rogers
P. O. Box 948261
Maitland FL 32194

PLAT OF SURVEY

FILE NO: 505-2548
REVISIONS

LEGAL DESCRIPTION:

THAT PART OF GOVERNMENT LOT 1 IN SEC. 8, TWP. 20 S., R. 27 E., ORANGE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: START AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID GOVERNMENT LOT 1, WITH THE SOUTH LINE OF THE RIGHT OF WAY OF LAKE OLA BOULEVARD, RUN THENCE N88°31'E ALONG SOUTH LINE OF THE RIGHT OF WAY OF LAKE OLA BLVD., 129 FEET FOR P.O.B.; RUN THENCE S122°40'E 430 FEET MORE OR LESS TO THE SHORE OF LAKE OLA. BEGIN AGAIN AT P.O.B. RUN THENCE N88°31'E ALONG SOUTH LINE OF RIGHT OF WAY OF LAKE OLA BLVD. 100 FEET; RUN THENCE S00°35'E AND PARALLEL WITH WEST LINE OF GOVERNMENT LOT 1, 385 FEET MORE OR LESS TO THE SHORE OF LAKE OLA; THENCE SOUTHWESTERLY ALONG AND WITH THE SHORE OF SAID LAKE OLA, TO INTERSECT LINE ABOVE DESCRIBED.

LESS AND EXCEPT:

THAT PART OF GOVERNMENT LOT 1 IN SEC. 8, TWP. 20 S., R. 27 E., ORANGE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: START AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID GOVERNMENT LOT 1, WITH THE SOUTH LINE OF THE RIGHT OF WAY OF LAKE OLA BOULEVARD, RUN THENCE N88°31'E ALONG SOUTH LINE OF THE RIGHT OF WAY OF LAKE OLA BLVD., 129 FEET FOR A POINT OF BEGINNING; RUN THENCE S122°40'E 360 FEET SAID POINT BEING HEREBY DESIGNATED AS POINT "A"; THENCE CONTINUE S122°40'E 70 FEET MORE OR LESS TO THE SHORE OF LAKE OLA. BEGIN AGAIN AT P.O.B. RUN THENCE N88°31'E ALONG SOUTH LINE, OF RIGHT OF WAY OF LAKE OLA BLVD. 21 FEET; RUN THENCE S01°57'W 360.3 FEET TO THE SAID POINT "A".



NOTES:

- I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61C17-4, FLORIDA ADMINISTRATIVE CODE PARAGRAPH SECTIONS 172-017 FLORIDA STATUTES.
- THIS SURVEY WAS MADE WITHOUT NOTICE OF A SEARCH OF THE PUBLIC RECORDS, THERE BEING NO RECORDED DOCUMENTS THAT MAY AFFECT THIS PROPERTY OR PROPERTY RIGHTS, THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
- ENCROACHMENTS (IF ANY) AS SHOWN HEREON ARE ONLY THOSE ABOVE GROUND, VISIBLE OBJECTS OBSERVED BY THE SURVEYOR. A. UNDERGROUND STRUCTURES, AND UTILITIES HAVE NOT BEEN LOCATED.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP OF LAKE COUNTY, FLORIDA, DATED 12-01-81, COMMUNITY PANEL NO. 13017D-0055-B, THIS PROPERTY LIES IN FLOOD ZONE 10. E. BEHAVING BASED ON THE SOUTH LINE OF RIGHT OF WAY OF LAKE OLA DRIVE AS BEING N88°100'E.

SURVEY ABBREVIATIONS

| | | | |
|---------------------------|------------------------|-----------------------------|----------------|
| COVD - COVERED | DR - DRIVE WAY | RNG - RANGE | W - WOOD FENCE |
| CLF - CHAIN LINK FENCE | EAS - EASEMENT | W - MEASURED | W - WOOD FENCE |
| CBW - CONCRETE BLOCK WALL | EL - ELEVATION | P.O.B. - POINT OF BEGINNING | |
| CM - CONCRETE MONUMENT | E/P - EDGE OF PAVEMENT | US - METAL SHED | WS - WOOD SHED |
| CONC - CONCRETE | FND - FOUND | SEC - SECTION | |
| CL - CENTER LINE | R - IRON ROD | R/W - RIGHT OF WAY | |
| CP - CONCRETE PAD | P - IRON PIPE | TWP - TOWNSHIP | |
| CP - CONCRETE WALK | O/L - ON LINE | TYP - TYPICAL | |

CERTIFIED TO:

MAGGIE ROGERS

TYPE OF SURVEY

BOUNDARY

DATE

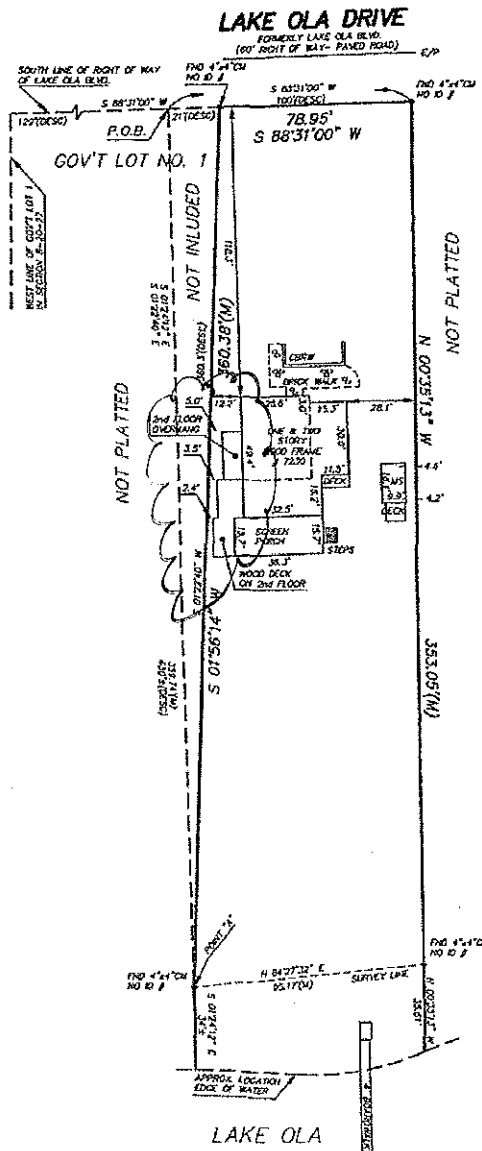
0-05-2015

MIKOSZ SURVEYING, INC.

8250 SAILBOAT AVE.
TAVARES, FL. 32778
(352) 735-3838
E-mail: emikosz@aol.com

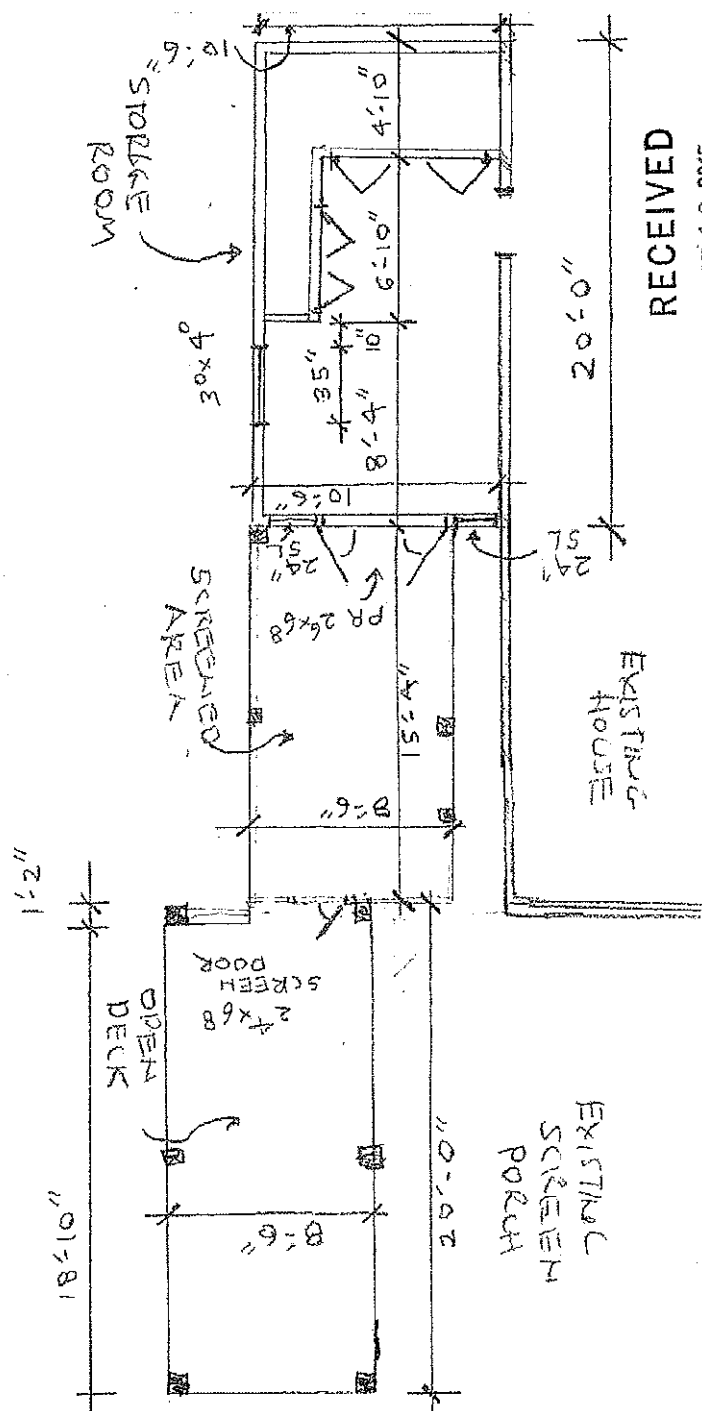
Z. Richard Mikosz
Z. RICHARD MIKOSZ P.L.S. 5344

REAL LAND SURVEYOR, STATE OF FLORIDA
NOT VALID UNLESS SIGNED AND SEALED.



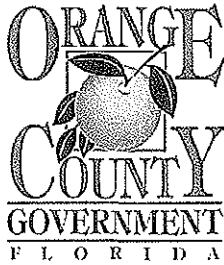
RECEIVED
OCT 18 2015
Zoning Division

Zoning Division



Walter Rogers
Floor Plan

08.20.27-0000-00-047



STAFF REPORT
CASE #VA-15-12-118
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
May 5, 2016
Commission District: 2

GENERAL INFORMATION:

APPLICANT: Margaret Rogers

REQUEST: Variance in the R-CE zoning district to construct 2nd floor addition to single family residence two (2) ft. from the side (west) property line in lieu of ten (10) feet.

(Note: The applicant is preparing the home for installation of an elevator due to a medical issue, which precludes use of the stairs due to fall risk. The applicant began the work without a permit, but ceased work once contacted by code enforcement).

LOCATION: South side of Lake Ola Drive, approximately 125 feet east of Lake Street, and approximately .3 miles east of North OBT.

PROPERTY ADDRESS: 7230 Lake Ola Drive

PARCEL ID: 08-20-27-0000-00-047

TRACT SIZE: 79 ft. x 355 ft.

DISTRICT #: 2

ZONING: R-CE

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a variance in the R-CE zoning district to validate a second floor addition to a single family residence two (2) feet from the side (west) property line in lieu of ten (10) feet.
2. The applicant is preparing the home for installation of an elevator due to a medical issue, which precludes use of the stairs due to fall risk. The applicant began the work without a permit, but ceased work once they were contacted by code enforcement.
3. The applicant submitted a letter from her physician indicating that an elevator was warranted.

4. The addition consists of an exterior second floor deck, which will serve as the landing for the elevator, and a handicap accessible second floor closet, which will allow access to a person in a wheel chair.
5. The Tangerine area is well known as an area where surveying is very challenging. The applicant submitted a signed and sealed survey from a professional land survey, which staff is using to evaluate this application.
6. A group known as the Tangerine Improvement Society has submitted a letter opposing the variance. The primary basis for the objection is the fact that the work began without a permit.
7. The applicant submitted letters of support from ten (10) local land owners. In addition, staff spoke with the owner of the land to the east of the subject property who verbally indicated that they did not object to the variance.

STAFF RECOMMENDATIONS:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated October 15, 2015, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. Construction plans shall be submitted within 180 days or this approval becomes null and void; and,
5. The exterior of the addition shall match the exterior of the existing residence.

cc: Margaret Rogers (Applicant)
P.O. Box 948261
Maitland, FL 32794

TO WHOM IT MAY CONCERN:

I am, Henry W. Land II a neighbor in
Tangerine, Florida, of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

Henry W. Land II

7770 Lake Ola Dr, Tangerine, FL

2/20/2015

re: MARGARET A ROGERS
6/7/1937

To Whom It May Concern:

This patient has significant peripheral neuropathy with resultant poor balance and a high fall risk. She resides on the second floor of her home and is unable to climb stairs due to high risk of falling. She needs an elevator installed to help her reach the second floor safely.

Sincerely, 
Manoucher Manoucheri MD

TO WHOM IT MAY CONCERN:

I am, Sydney Chase a neighbor in
Tangerine, Florida, of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

Sydney Chase 18 March 2015
7684 Lake Ola Drive, Tangerine

TO WHOM IT MAY CONCERN:

I am, Cayle Seidelman a neighbor in
Tangerine, Florida, of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

Cayle Seidelman
Lake Ola Circle

TO WHOM IT MAY CONCERN:

I am, Harriet Gorman a neighbor in
Tangerine, Florida, of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

Harriet Gorman
6409 Beauclair Ave.
Tangerine, FL 32787

TO WHOM IT MAY CONCERN:

I am, Stanley & Grace Cullen a neighbor in
Tangerine, Florida of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

5700 Auron St. 3/18/15

Tangerine, Fl 32777

Grace M. Cullen / Sla

TO WHOM IT MAY CONCERN:

I am, Holly George a neighbor in
Tangerine, Florida, of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

Holly George

5235 Palm Lane, 32757

5/26/15

TO WHOM IT MAY CONCERN:

I am, Marjorie Grinnell a neighbor in
Tangerine, Florida, of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

Marjorie Grinnell

March 18, 2015

5011 Dora Dr.; Mt. Dora, FL 32757

TO WHOM IT MAY CONCERN:

I am, Sam & Sandra Snucker a neighbor in
Tangerine, Florida, of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

Sandra Snucker 3-24-15
7684 Lake Ola Dr, Mt Dora

TO WHOM IT MAY CONCERN:

I am, Ben Kellenberger a neighbor in
Tangerine, Florida, of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

Ben Kellenberger 3-24-15
7422 LAKE OLA DR - 1st Dine

TO WHOM IT MAY CONCERN:

I am, JOANNE LARSON a neighbor in
Tangerine, Florida, of Maggie Rogers, 7230 Lake Ola Drive and I approve
of the variance that is needed on this property for permitting.

J. Larson 3/23/15 7836 EARLWOOD AVE,
(TANGERINE)
Joey 3/23/2015 MT DORA, FL
32757

joeylarson@comcast.net



Interoffice Memorandum

June 21, 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 Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: July 12, 2016 – Public Hearing
Applicant: Heather Isaacs, Windermere Property Holdings, LLC
Isleworth – Four Corners PD / The Grove at Isleworth PSP /
The Grove at Isleworth Parcel 4 Development Plan - Case #
DP-15-08-224

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 25, 2016, to construct a two (2) story building with 15,000 square feet of commercial / retail / restaurant uses on the first floor and 16,500 square feet of professional office uses on the second floor. The cumulative proposed square footage is 31,500.

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 Isleworth – Four Corners PD / The Grove at Isleworth PSP / The Grove at Isleworth Parcel 4 Development Plan dated "Received May 5, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

JVW/JS/lme
Attachments

CASE # DP-15-08-224

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 25, 2016, to construct a two (2) story building with 15,000 square feet of commercial / retail / restaurant uses on the first floor and 16,500 square feet of professional office uses on the second floor. The cumulative proposed square footage is 31,500.

2. PROJECT ANALYSIS

- A. Location: Southwest corner of the intersection of Conroy Windermere Road and Apopka Vineland Road
- B. Parcel ID: 16-23-28-3160-04-000, 16-23-28-3160-00-001 (portion of)
- C. Total Acres: 2.31 (affected site)
- 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 Use: 15,000 square feet of commercial / retail / restaurant;
16,500 square feet of professional office
- J. Site Data: Maximum Building Height: 50'
Building Setbacks:
40' Apopka-Vineland Road
40' Conroy-Windermere Road
20' Horizon Circle
0' Interior Lot Lines
- K. Fire Station: 31 – 6116 South Apopka-Vineland Road
- L. Transportation: Based on the Concurrency Management System database dated August 18, 2015, there are two failing roadway segments within a one mile radius of this project. Conroy Windermere Road from Lake Street to Apopka Vineland Road and Apopka Vineland Road to Dr. Phillips Blvd. are currently operating below the adopted level of service. This

information is dated and subject to change. A traffic study will be required prior to obtaining a building permit.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of CVC (Community Village Center). The proposed use is consistent with the Comprehensive Plan.

4. ZONING

PD (Isleworth - Four Corners Planned Development)

5. REQUESTED ACTION:

Approval subject to the following conditions:

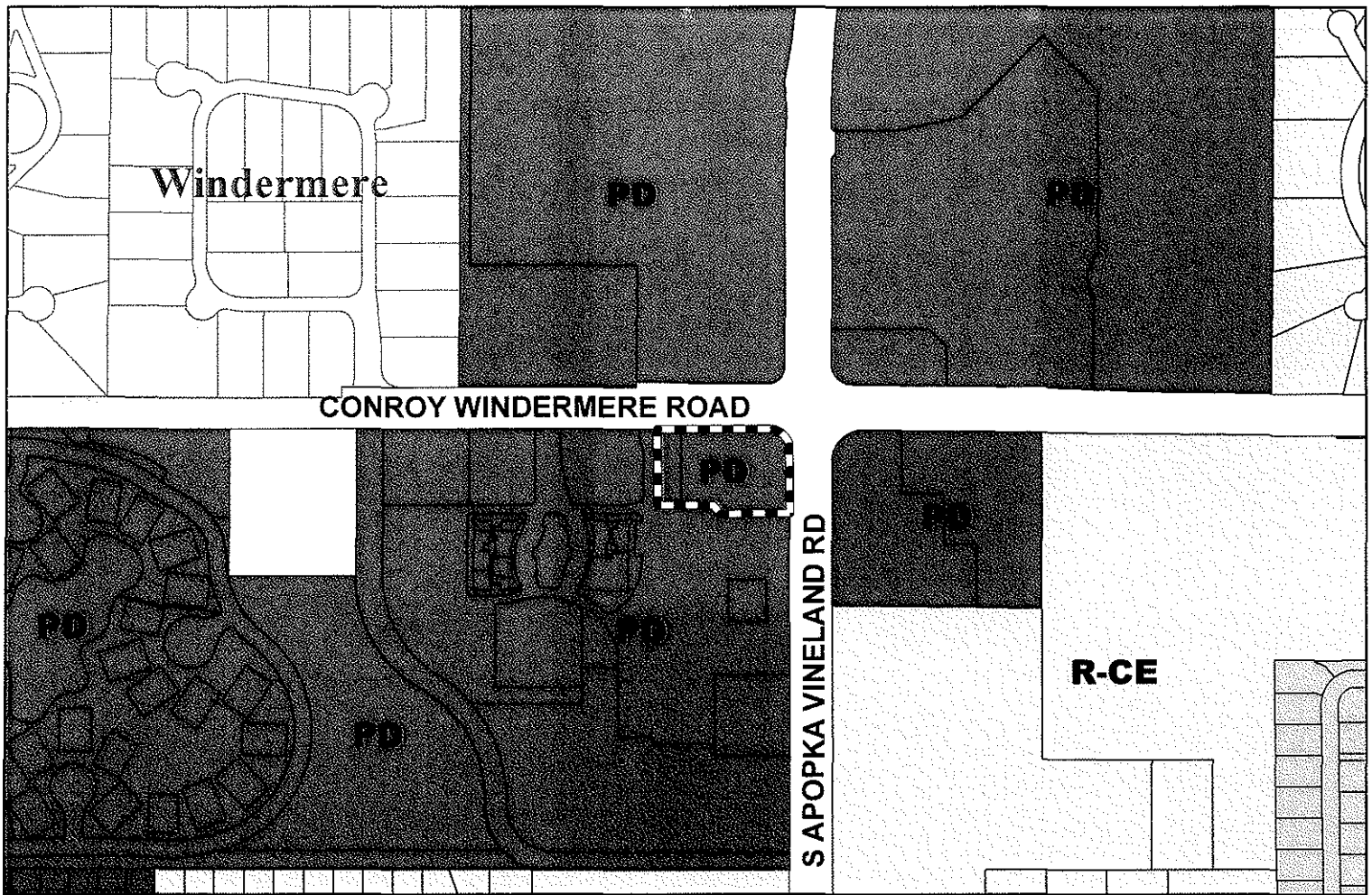
1. Development shall conform to the Isleworth - Four Corners Planned Development; Orange County Board of County Commissioners (BCC) approvals; The Grove at Isleworth Preliminary Subdivision Plan; BCC approvals; The Grove at Isleworth Parcel 4 Development Plan dated "Received May 5, 2016" and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners 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.

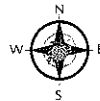
4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this Development Plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. Prior to construction plan approval, documentation with supporting calculations shall be submitted which certifies that the existing drainage system and pond have the capacity to accommodate this development and that this project is consistent with the approved master drainage plan (MDP) for this PD.
7. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.
8. 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 issuance of the initial certificate of occupancy. Nothing in this condition and nothing in the decision to approve this development 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. Prior to commencement of any earthwork or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed

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

10. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water and wastewater systems have been designed to support all development within the DP, and that construction plans are consistent with an approved Master Utility Plan for the PD.
11. Outside sales, storage, and display shall be prohibited.
12. Signage shall comply with Orange County Code Chapter 31.5-192 Community Village Center.
13. The allowed uses on the second floor shall be restricted to Professional Office (P-O) uses.



Subject Property



Subject Property

Zoning

ZONING: PD (Planned Development District)
(Isleworth Four Corners PD)

APPLICANT: Heather Isaacs
Windermere Property Holdings, LLC

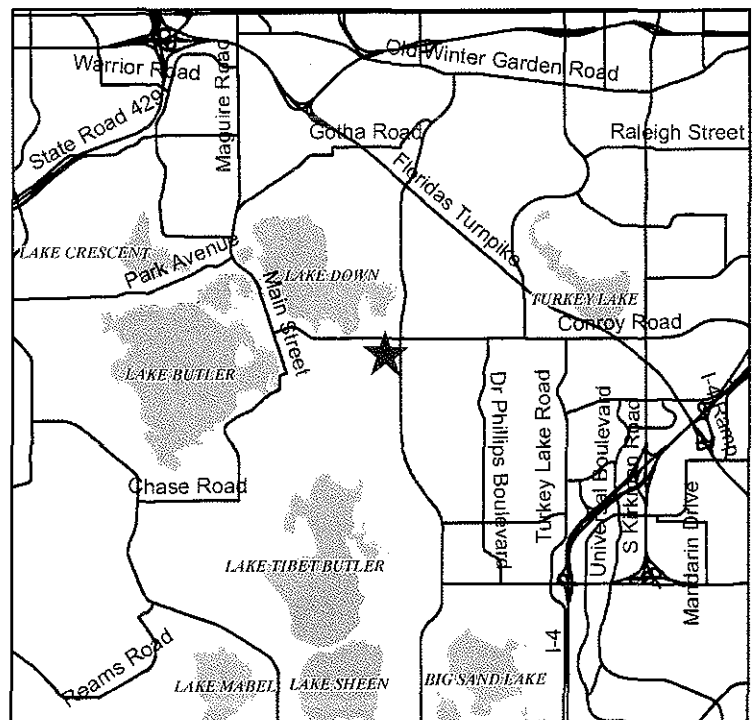
LOCATION: Southwest corner of the intersection of
Conroy Windermere Road and Apopka
Vineland Road

TRACT SIZE: 2.31 acres

DISTRICT: #1

S/T/R: 16/23/28

1 inch = 500 feet



NOTES:

1. ACREAGE: 20.493 ACRES (THE GROVE AT ISLEWORTH)
1.67 ACRES (PARCEL 4)
2. ZONING:
SITE: PD
SURROUNDING: NORTH: PD
EAST: PD
SOUTH: PD
WEST: PD
3. LAND USES:
EXISTING: VACANT
PERMITTED: C-1 ZONING DISTRICT PER CHAPTER 38 EXCLUDING PAWN SHOPS, BOTTLE CLUBS AND PRIVATE LOUNGES, COCKTAIL LOUNGES THAT ARE NOT PRIMARILY A RESTAURANT, LAUNDROMATS, BIOMEDICAL "BIOHAZARDOUS" WASTE INCINERATOR FACILITIES, ANIMAL CREMATORIALS, HUMAN CREMATORIALS, SKATING RINKS, BOWLING ALLEYS, VIDEO ARCADES, MOVIE THEATERS, GAS STATIONS, RESTAURANTS WITH DRIVE-THROUGHS, CAR WASHES AND FREE-STANDING PACKAGE SALES OF ALCOHOLIC BEVERAGES.
THE SECOND FLOORS OF PARCEL 4 SHALL BE LIMITED TO P-O USES.

PROPOSED WITH THIS DP: RETAIL/COMMERCIAL/RESTAURANT - 15,000 SF GROSS LEASABLE
OFFICE - 16,500 SF GROSS LEASABLE SECOND FLOOR
TOTAL - 31,500 SF GROSS LEASABLE
4. PARCELS/TRACT DATA:
NUMBER OF DEVELOPMENT PARCELS: 9 (THE GROVE AT ISLEWORTH), 1 (WITH THIS APPLICATION)
MAXIMUM BUILDING HEIGHT: 50 FT *
MAXIMUM FLOOR AREA RATIO: 0.50%
* MAXIMUM BUILDING HEIGHT SHALL BE THIRTY-FIVE (35) FEET AND TWO (2) STORIES, EXCEPT, SUBJECT TO APPROVAL BY THE BOARD, CLOCK TOWERS, CUPOLAS, ATRIUMS, DOMES AND SIMILAR ARCHITECTURAL FEATURES MAY EXCEED SUCH HEIGHT, BUT IN NO EVENT MAY EXCEED FIFTY (50) FEET IN HEIGHT OR INCLUDE ANY HABITABLE OR LEASABLE SQUARE FOOTAGE.
SEE CONDITION OF APPROVAL #11
5. PROJECT PHASING MAY BE REFINED AND ADJUSTED IN DETAIL WITH ORANGE COUNTY APPROVED FINAL CONSTRUCTION PLANS. ALL PHASED INFRASTRUCTURE SYSTEMS MUST STAND ALONE PROVIDING SUFFICIENTLY FOR THEIR FUNCTION INDEPENDENT OF FUTURE PHASE CONSTRUCTION.
6. SOILS:
SEE SHEET 8.
7. EXISTING AND PROPOSED EASEMENTS:
UTILITY & DRAINAGE EASEMENTS ARE AS SHOWN ON PLANS.
8. TREE SURVEY:
TREE REMOVAL CALCULATIONS WERE APPROVED AS PART OF THE GROVE AT ISLEWORTH MASTER INFRASTRUCTURE DEVELOPMENT PLAN.
9. A PRE-EXISTING APPROVED MASTER STORMWATER SYSTEM HAS BEEN CONSTRUCTED FOR THE SOUTHWEST QUADRANT AND DESIGNED TO ACCOMMODATE THE LAND ON THIS DP. THE PROPOSED COLLECTION SYSTEM IS CONSISTENT WITH THE PRIOR APPROVED MASTER PLAN.
10. DRAINAGE EASEMENTS:
MINIMUM WIDTH OF DRAINAGE EASEMENTS SHALL BE 20 FT. EASEMENTS (IF REQUIRED) SHALL BE SIZED PER ORANGE COUNTY STANDARDS DURING FINAL ENGINEERING.
11. FLOOD PLAIN:
THE SITE LIES WITHIN AREAS DESIGNATED UNSHADED ZONE X "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN" PER FEMA FIRM MAP, COMMUNITY PANEL NUMBER 12095C0385F DATED SEPTEMBER 25, 2009.
12. FINISHED FLOOR AND ADJACENT LAND ELEVATIONS:
ALL FINISHED FLOOR ELEVATIONS TO BE SET CONSISTENT WITH ORANGE COUNTY AND SFMMD CRITERIA.
13. IT IS THE INTENT OF THE GROVE AT ISLEWORTH DEVELOPMENT PLAN TO CONFORM TO THE REQUIREMENTS OF BOTH ORDINANCE NO. 96-33 AND ORDINANCE NO. 96-36 OF THE ORANGE COUNTY CODE AND THE APPROVED PD.
14. BUILDING SETBACKS:
APOPKA-VINELAND ROAD 40'
CONROY-WINDERMERE ROAD 40'
HORIZON CIRCLE 20'
INTERIOR PROPERTY LINES 0'
- NOTE: THIS DEVELOPMENT PLAN REQUESTS THE MAXIMUM BUILDING SETBACK ON APOPKA-VINELAND ROAD TO BE ALLOWED TO 55' TO ACCOMMODATE EXISTING UTILITIES ALONG APOPKA-VINELAND ROAD.
15. APPLICANT WILL PROVIDE BICYCLE FACILITIES AND WILL COORDINATE WITH LYNX FOR A MASS TRANSIT/BUS STOP.
16. THE TYPES OF USES WILL BE THOSE DESCRIBED IN THE PROPOSED LAND USE TABLE AND AS PERMITTED IN ORDINANCE NO. 96-36, SECTION 38-1372 AND SECTION 38-1373.
17. EXISTING VEGETATION ONSITE: NONE. SITE MASTER INFRASTRUCTURE HAS BEEN PREVIOUSLY CONSTRUCTED.
18. POTABLE WATER SERVICE TO BE PROVIDED BY ORANGE COUNTY UTILITIES.
19. WASTEWATER SERVICE TO BE PROVIDED BY ORANGE COUNTY UTILITIES.
20. RECLAIM WATER SERVICE TO BE PROVIDED BY ORANGE COUNTY UTILITIES.
21. ALL SERVICE AREAS AND DUMPSTERS WILL BE SCREENED WITH A 6' HIGH MASONRY WALL, IN THE SAME DESIGN AND CONSTRUCTION AS THE PRIMARY STRUCTURE. DUMPSTERS WALLS AND/OR SCREEN WALLS VISIBLE FROM THE RIGHT-OF-WAY SHALL INCLUDE 100% OPAQUE LANDSCAPING.
22. CONSERVATION AREA DETERMINATION (CAD) 00-126 IS ON FILE AT ORANGE COUNTY EPD FOR THE FOUR CORNERS PD. NO JURISDICTIONAL WETLANDS WERE CLAIMED BY ORANGE COUNTY ON THIS SITE.
23. FUTURE DEVELOPMENT PARCELS HAVE BEEN MASS GRADED WITH THE INITIAL PHASE OF CONSTRUCTION. PERIMETER STREETSCAPE SHALL BE INSTALLED PER THE MASTER PLAN AT TIME OF ADJACENT PARCEL BUILDING CONSTRUCTION.
24. PARKING:
REQUIRED: 1170 SPACES FOR SW QUADRANT PER BCC APPROVED WAIVER TO SECTION 38-1476.
PROVIDED: 1267 SPACES FOR SW QUADRANT INCLUDING PROPOSED PARKING SHOWN IN PARCEL 4.
NOTE: 69 SPACES ADDED WITH THIS DEVELOPMENT PLAN.

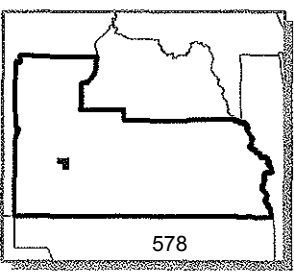
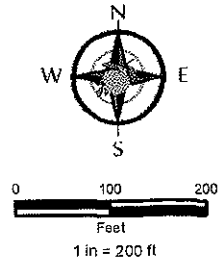
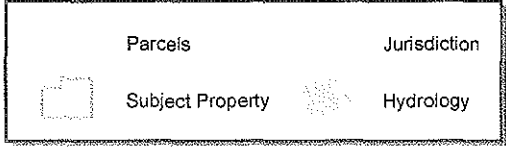
BICYCLE PARKING REQUIRED: 14 SPACES PER SECTION 38-1484
BICYCLE PARKING PROVIDED: 14 SPACES (SEE SHEET LA-1 FOR LOCATION)

BIKE RACK DESIGN SHALL BE CONSISTENT WITH ORANGE COUNTY CODE SECTION 38-1485
25. OPEN SPACE:
REQUIRED: 30% FOR COMMERCIAL (NOTE: PER LUP APPROVAL A PORTION OF OPEN SPACE REQUIREMENT MAY BE SATISFIED WITHIN TRACT NW1).
PROVIDED: (SEE ADJACENT SUMMARY TABLE)
26. ALL SIGNAGE SHALL BE IN ACCORDANCE WITH ORANGE COUNTY CODE SECTION 31.5 AND THE CVC SEC. 38-1354 REQUIREMENTS.
27. PEDESTRIAN ACCESS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION ALONG PROJECT FRONTAGE ON CONROY-WINDERMERE ROAD AND APOPKA-VINELAND ROAD.
28. PRIOR TO CONSTRUCTION PLAN APPROVAL, HYDRAULIC CALCULATIONS SHALL BE SUBMITTED SHOWING THAT THE PROPOSED WATER, WASTEWATER AND RECLAIMED WATER SYSTEMS HAVE BEEN SIZED TO SUPPORT ALL DP PARCELS.
29. ALL ONSITE WATER, WASTEWATER AND RECLAIMED WATER SYSTEMS WILL BE PRIVATELY OWNED AND MAINTAINED.
30. NEEDED FIRE FLOW CALCULATIONS SHALL BE PROVIDED FOR EACH BUILDING IN ACCORDANCE WITH ANNEX H AND I, NFPA 1, 2003 EDITION PRIOR TO CONSTRUCTION PLAN APPROVAL. IN NO CASE SHALL NEEDED FIRE FLOW BE LOWER THAN 2000 GPM (PER SEC 34-206 LOC).
31. CROSSWALK STRIPING SHOWN HEREON TO PROVIDE FOR LOCATION OF CROSSWALK ONLY. CROSSWALKS SHALL BE CONSTRUCTED OF ALTERNATIVE MATERIALS (I.E.-PAVERS, STAMPED CONCRETE, ETC.). EXACT MATERIAL OF CROSSWALK TO BE DETERMINED AT TIME OF CONSTRUCTION PLAN PERMITTING.
32. IN ACCORDANCE WITH SECTION 38-1227, ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BCC ARE INVALID.
33. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING APPROVAL OF FINAL CONSTRUCTION PLANS.
34. CROSS PARKING/ACCESS RIGHTS FOR PARCEL 4 ARE CONTAINED IN THE DECLARATION OF COVENANTS, EASEMENTS & RESTRICTIONS FOR THE GROVE AT FOUR CORNERS AS RECORDED IN ORB 10299, PG 3889 OF ORANGE COUNTY RECORDS.



Kucera International, Inc.

Isleworth - Four Corners PD
The Grove at Isleworth PSP
The Grove at Isleworth Parcel 4

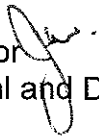




Interoffice Memorandum

June 16, 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 12, 2016 – Public Hearing
Applicant: Miranda F. Fitzgerald, Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
Kerina Parkside PD / Parkside Tract 11 Preliminary Subdivision
Plan – Case # PSP-15-07-220

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 25, 2016, to approve the Kerina Parkside PD / Tract 11 Preliminary Subdivision Plan to subdivide 79.79 acres in order to construct 229 single-family residential dwelling units.

This project is proposed to be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291.

DRC recommended approval of a gated community in this location based on existing conditions in the area. The property to the north is gated, the property to the west consists primarily of wetlands and two existing single-family units, and the subject property is bordered by Fenton Street to the south and S. Apopka Vineland Road to the east. Based on these conditions, DRC determined that the site lacked an opportunity for interconnectivity and recommended approval of a gated community.

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 Kerina Parkside PD / Tract 11 Preliminary Subdivision Plan dated "Received April 11, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/lme
Attachments

CASE # PSP-15-07-220

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 25, 2016, to approve the Kerina Parkside PD / Tract 11 Preliminary Subdivision Plan to subdivide 79.79 acres in order to construct 229 single-family residential dwelling units.

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2. PROJECT ANALYSIS

- | | |
|-----------------------|--|
| A. Location: | West of South Apopka Vineland Road / North of Fenton Street |
| B. Parcel IDs: | 10-24-28-0000-00-041 |
| C. Total Acres: | 79.79 |
| D. Water Supply: | Orange County Utilities |
| E. Sewer System: | Orange County Utilities |
| F. Schools: | Sand Lake ES Capacity: 828, Enrollment: 559 Southwest MS Capacity: 1,209, Enrollment: 1,245 Dr. Phillips HS Capacity: 2,866, Enrollment: 3,498 |
| G. School Population: | 100 |
| H. Parks: | Dr. Phillips – 1.0 Mile |
| I. Proposed Uses: | 229 Single-Family Residential Dwelling Units |

- J. Site Data: Maximum Building Height: 35'
 Minimum Living Area: 1,800 Square Feet
 Building Setbacks:
 25' Front
 20' Rear
 5' Side
 15' Side Street
- K. Fire Station: 36 - 12252 Winter Garden Vineland Road
- L. Transportation: Per DRC-recommended condition of approval #10, unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan approval 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 / 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.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) of Low Density Residential (LDR) and Low Medium Density Residential (LMDR). The proposed use is consistent with the Comprehensive Plan.

4. ZONING

PD (Kerina Parkside PD)

5. REQUESTED ACTION:

Approval subject to the following conditions:

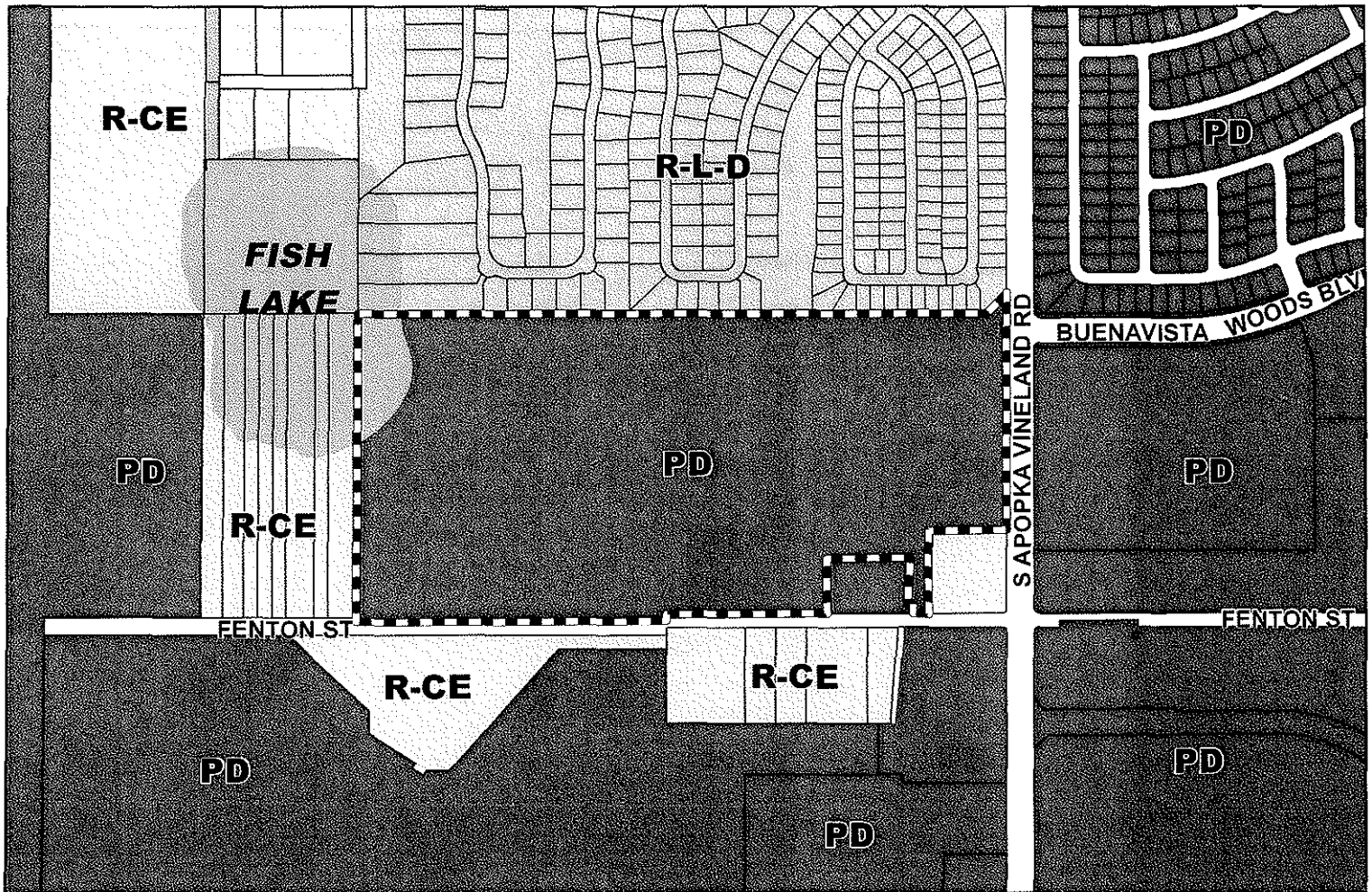
1. Development shall conform to the Kerina Parkside PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Tract II Preliminary Subdivision Plan dated "Received April 11, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with 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 April 11, 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. 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/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

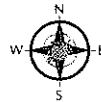
at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. 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.
7. 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.
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. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
10. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan approval and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
11. 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.
12. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.

13. Approval of this plan does not constitute approval of a permit for the construction of a boat dock, boardwalk, observation pier, fishing pier, community pier or other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall apply for an Orange County Dock Construction Permit. Application shall be made to the Orange County Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction prior to installation.
14. 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.
15. 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.
16. 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.
17. 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).
18. This project shall be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291, as they may be amended from time to time.
19. Additional required right-of-way for Fenton Street will be identified and conveyed prior to or concurrently with the county's approval of the plat.



Subject Property



Subject Property

Zoning

ZONING: PD (Planned Development District)
(Kerina Parkside PD)

APPLICANT: Miranda Fitzgerald
Lowndes, Drosdick, Doster, Kantor & Reed

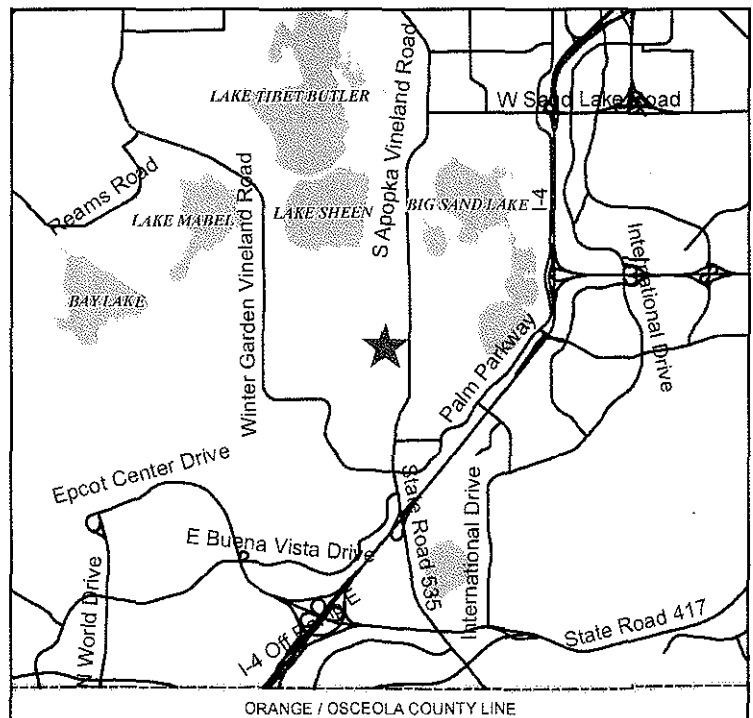
LOCATION: West of South Apopka Vineland Road /
North of Fenton Street

TRACT SIZE: 79.79 acres

DISTRICT: #1

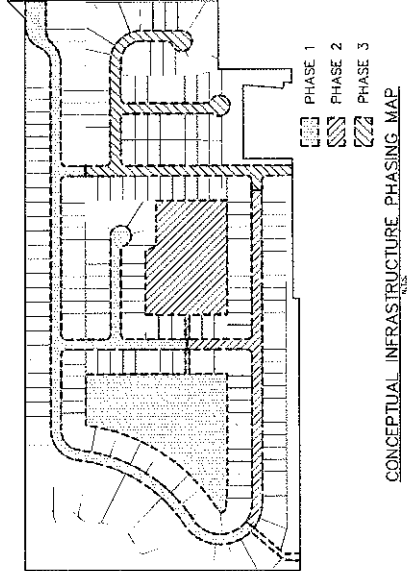
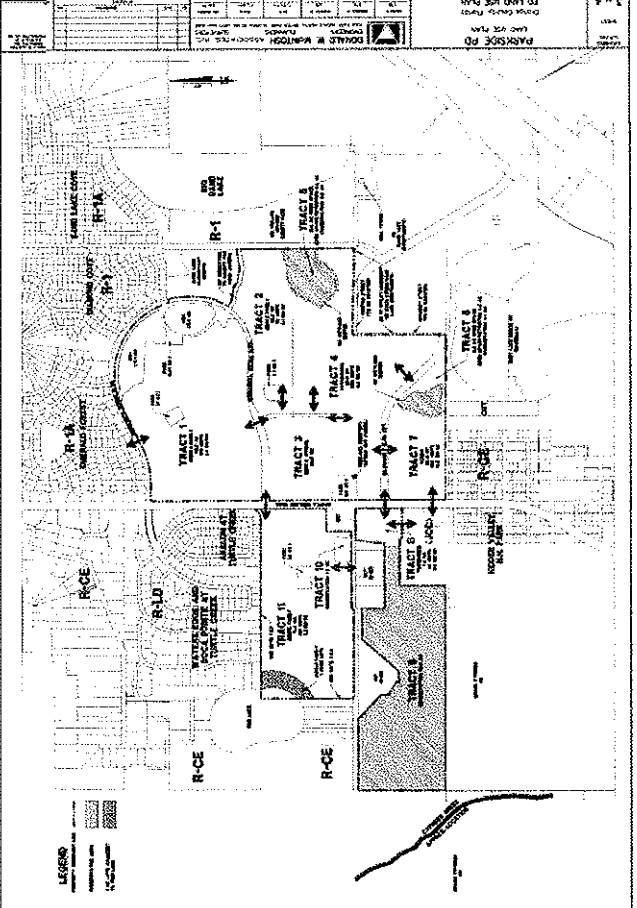
S/T/R: 10/24/28

1 inch = 750 feet



AMENDED PD LAND USE PLAN

| | |
|---|---|
| <p>DECLARATION</p> <p>I, _____ of _____ hereby declare that the above information is true and correct to the best of my knowledge and belief.</p> <p>Signed: _____</p> <p>Place: _____ Date: _____</p> | |
| <p>1) _____</p> <p>2) _____</p> <p>3) _____</p> <p>4) _____</p> <p>5) _____</p> <p>6) _____</p> <p>7) _____</p> <p>8) _____</p> <p>9) _____</p> <p>10) _____</p> <p>11) _____</p> <p>12) _____</p> <p>13) _____</p> <p>14) _____</p> <p>15) _____</p> <p>16) _____</p> <p>17) _____</p> <p>18) _____</p> <p>19) _____</p> <p>20) _____</p> <p>21) _____</p> <p>22) _____</p> <p>23) _____</p> <p>24) _____</p> <p>25) _____</p> <p>26) _____</p> <p>27) _____</p> <p>28) _____</p> <p>29) _____</p> <p>30) _____</p> <p>31) _____</p> <p>32) _____</p> <p>33) _____</p> <p>34) _____</p> <p>35) _____</p> <p>36) _____</p> <p>37) _____</p> <p>38) _____</p> <p>39) _____</p> <p>40) _____</p> <p>41) _____</p> <p>42) _____</p> <p>43) _____</p> <p>44) _____</p> <p>45) _____</p> <p>46) _____</p> <p>47) _____</p> <p>48) _____</p> <p>49) _____</p> <p>50) _____</p> <p>51) _____</p> <p>52) _____</p> <p>53) _____</p> <p>54) _____</p> <p>55) _____</p> <p>56) _____</p> <p>57) _____</p> <p>58) _____</p> <p>59) _____</p> <p>60) _____</p> <p>61) _____</p> <p>62) _____</p> <p>63) _____</p> <p>64) _____</p> <p>65) _____</p> <p>66) _____</p> <p>67) _____</p> <p>68) _____</p> <p>69) _____</p> <p>70) _____</p> <p>71) _____</p> <p>72) _____</p> <p>73) _____</p> <p>74) _____</p> <p>75) _____</p> <p>76) _____</p> <p>77) _____</p> <p>78) _____</p> <p>79) _____</p> <p>80) _____</p> <p>81) _____</p> <p>82) _____</p> <p>83) _____</p> <p>84) _____</p> <p>85) _____</p> <p>86) _____</p> <p>87) _____</p> <p>88) _____</p> <p>89) _____</p> <p>90) _____</p> <p>91) _____</p> <p>92) _____</p> <p>93) _____</p> <p>94) _____</p> <p>95) _____</p> <p>96) _____</p> <p>97) _____</p> <p>98) _____</p> <p>99) _____</p> <p>100) _____</p> | <p>Statement maintained by _____</p> <p>Signed: _____</p> <p>Place: _____ Date: _____</p> <p>1) _____</p> <p>2) _____</p> <p>3) _____</p> <p>4) _____</p> <p>5) _____</p> <p>6) _____</p> <p>7) _____</p> <p>8) _____</p> <p>9) _____</p> <p>10) _____</p> <p>11) _____</p> <p>12) _____</p> <p>13) _____</p> <p>14) _____</p> <p>15) _____</p> <p>16) _____</p> <p>17) _____</p> <p>18) _____</p> <p>19) _____</p> <p>20) _____</p> <p>21) _____</p> <p>22) _____</p> <p>23) _____</p> <p>24) _____</p> <p>25) _____</p> <p>26) _____</p> <p>27) _____</p> <p>28) _____</p> <p>29) _____</p> <p>30) _____</p> <p>31) _____</p> <p>32) _____</p> <p>33) _____</p> <p>34) _____</p> <p>35) _____</p> <p>36) _____</p> <p>37) _____</p> <p>38) _____</p> <p>39) _____</p> <p>40) _____</p> <p>41) _____</p> <p>42) _____</p> <p>43) _____</p> <p>44) _____</p> <p>45) _____</p> <p>46) _____</p> <p>47) _____</p> <p>48) _____</p> <p>49) _____</p> <p>50) _____</p> <p>51) _____</p> <p>52) _____</p> <p>53) _____</p> <p>54) _____</p> <p>55) _____</p> <p>56) _____</p> <p>57) _____</p> <p>58) _____</p> <p>59) _____</p> <p>60) _____</p> <p>61) _____</p> <p>62) _____</p> <p>63) _____</p> <p>64) _____</p> <p>65) _____</p> <p>66) _____</p> <p>67) _____</p> <p>68) _____</p> <p>69) _____</p> <p>70) _____</p> <p>71) _____</p> <p>72) _____</p> <p>73) _____</p> <p>74) _____</p> <p>75) _____</p> <p>76) _____</p> <p>77) _____</p> <p>78) _____</p> <p>79) _____</p> <p>80) _____</p> <p>81) _____</p> <p>82) _____</p> <p>83) _____</p> <p>84) _____</p> <p>85) _____</p> <p>86) _____</p> <p>87) _____</p> <p>88) _____</p> <p>89) _____</p> <p>90) _____</p> <p>91) _____</p> <p>92) _____</p> <p>93) _____</p> <p>94) _____</p> <p>95) _____</p> <p>96) _____</p> <p>97) _____</p> <p>98) _____</p> <p>99) _____</p> <p>100) _____</p> |

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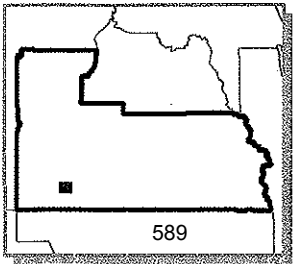
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GENERAL NOTES:
THE SCALE OF
CHANGED DUE

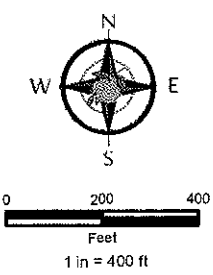
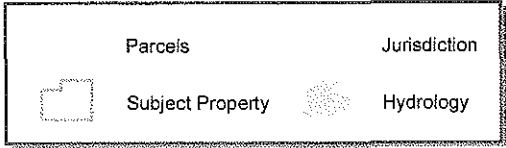
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|-----|----------|------------------------------|--|---|--------|
| | | | | DONALD W. HARTSHORN ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 65 | |
| 3 | 4/11/16 | PER COA COMMENTS OF 3/29/15 | | | |
| 2 | 3/7/16 | PER TMO COMMENTS OF 1/8/16 | | | |
| 1 | 12/15/15 | PER DRG COMMENTS OF 10/14/15 | | | |
| NO. | DATE | REVISIONS | | ORIG. | DATE |
| | | | | | 11/1/A |



Kricera International, Inc.



Kerina Parkside PD Track 11

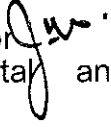




Interoffice Memorandum

June 16, 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 12, 2016 – Public Hearing
After-the-Fact Shoreline Alteration/Dredge and Fill Permit
Application for Jennifer Gohlke and Muhammed Khan (SADF-
15-10-014)

The applicants, Jennifer Gohlke and Muhammed Khan, are requesting an After-the-Fact Shoreline Alteration/Dredge and Fill Permit to construct a seawall on their property on Pocket Lake. The project site is located at 8866 Darlene Drive, Orlando, Florida in Orange County Commission District 1. The parcel ID for the site is 09-24-28-0000-00-016.

Notification of the public hearing has been sent to the property owners within 500 feet of the project site.

On October 14, 2015, a Shoreline Alteration/Dredge and Fill Permit Application was submitted to Orange County Environmental Protection Division (EPD). This application requested the installation of approximately 288 linear feet of new vinyl seawall along the shoreline.

On December 31, 2015, revised plans were submitted showing the proposed wall moved landward of the Normal High Water Elevation. With this new information, EPD determined that the proposed wall was a retaining wall and would not need a Shoreline Alteration/Dredge and Fill Permit. EPD advised the contractor of the determination and the contractor began installation of the wall.

While the wall was under construction, EPD received new site specific information from the Florida Department of Environmental Protection (FDEP). This information changed the determination that the proposed wall is a seawall; and thus, a permit is required. Upon this change in determination, EPD re-opened the Shoreline Alteration/Dredge and Fill application previously submitted.

There is an existing, permitted seawall to the north of the subject property. Rip rap will be placed along the entire shoreline. EPD is not requesting plantings as there is sufficient vegetation already in place along the shoreline.

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 Site Plans submitted by Specialty Marine Contractors, dated December 22, 2015, and January 13, 2016. 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 one 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 that which is necessary for the actual construction of the seawall.
5. The permittee must install riprap at a 2 (Horizontal): 1 (Vertical) slope along the entire length of the seawall.
6. The permittee is required to maintain turbidity and sedimentation barriers during seawall construction.
7. The permittee may maintain a clear access corridor below the Normal High Water Elevation (98.48' '88 NAVD), not to exceed thirty (30) feet in width, of sufficient length waterward from the shoreline, to allow access to open water.
8. A copy of this permit, along with EPD stamped and approved drawings, should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
9. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.

General Conditions:

10. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.
11. 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.
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 permit by the County Does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of this permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
23. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Page Five

July 12, 2016 – Public Hearing

Shoreline Alteration/Dredge and Fill Permit Application for Jennifer Gohlke and Muhammed Khan (SADF-15-10-014)

ACTION REQUESTED: Approval of After-The-Fact Shoreline Alteration/Dredge and Fill Permit (SADF-15-10-014) for Jennifer Gohlke and Muhammed Khan, subject to the conditions listed in the staff report. District 1

JW/LC: mg

Attachments

Shoreline Alteration/Dredge & Fill Permit Request



Shoreline Alteration/Dredge & Fill Permit Request

District #1

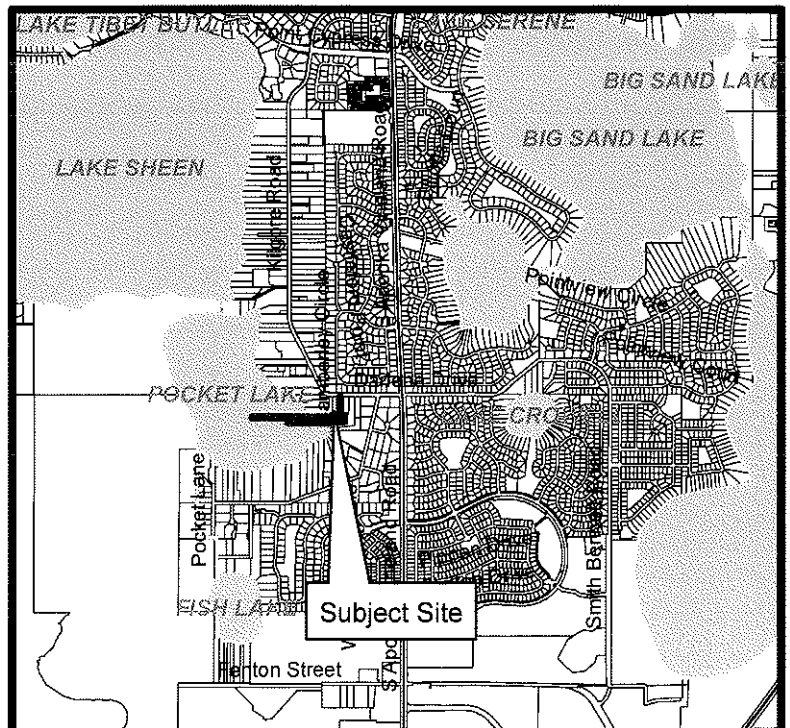
Applicants: Jennifer Gohlke &
Muhammed Khan

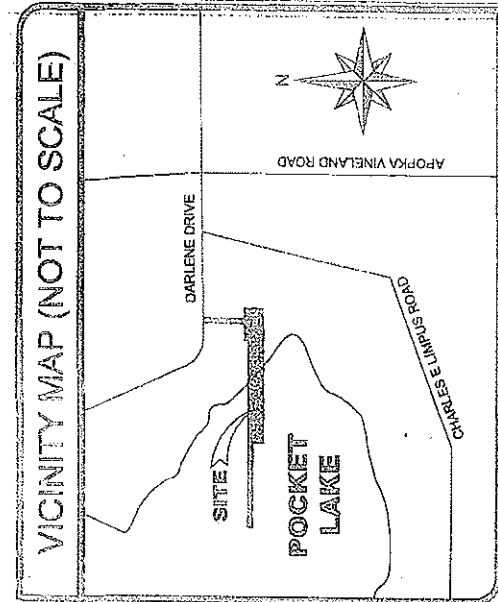
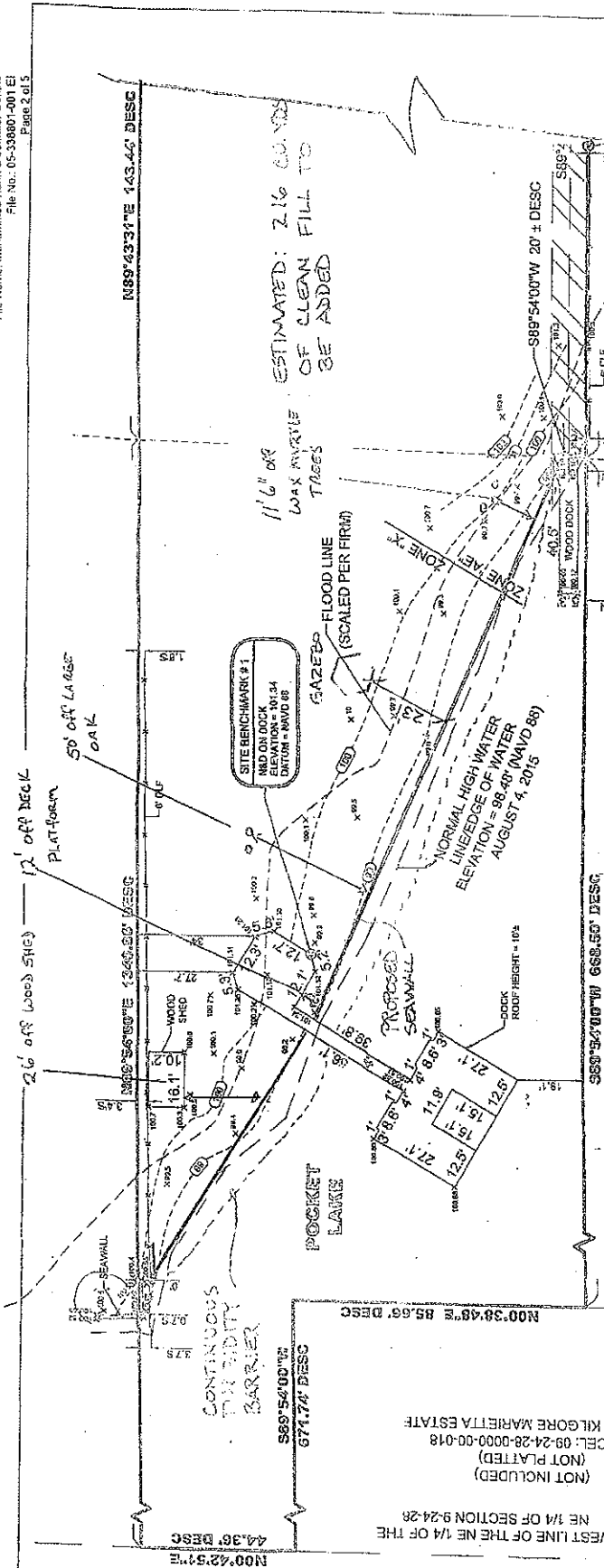
Parcel ID: 09-24-28-0000-00-016

Project Site

Property Location ●

595





DESIGN SERVICES
 235 S. WATLAND SUITE 216
 WATLAND, FL 32791
 Phone: (407) 845-2720
 Email: simon@design.com

SPECIALTY MARINE
 KAHN RETAINING WALL
 8866 DARLENE DR
 ORLANDO, FL

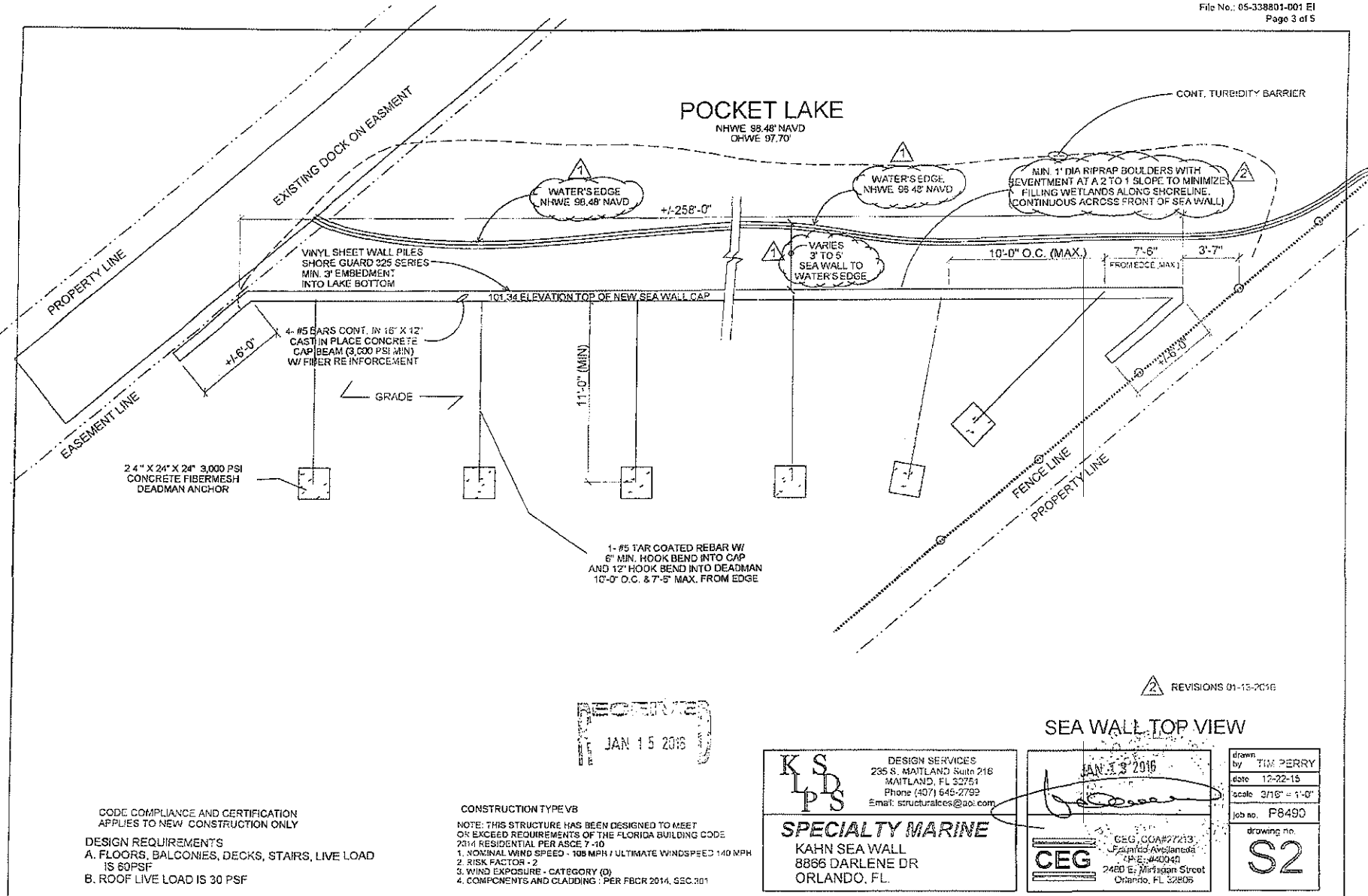
DEC 22 2015

CEG

CEG CONSULTANTS
 2400 E. Michigan Avenue
 Orlando, FL 32800

drawn by: TIM PERRY
 date: 12.10.15
 scale: 1" = 30'
 job no.: P8490
 drawing no.: SP

JAN 15 2016





TYPICAL SEA WALL CROSS SECTION

DESIGN REQUIREMENTS
A. FLOORS, BALCONIES, DECKS, STAIRS, LIVE LOAD IS 60PSF
B. ROOF LIVE LOAD IS 30 PSF

NOTE: THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED REQUIREMENTS OF THE FLORIDA BUILDING CODE 2014 RESIDENTIAL PER ASCE 7-10

1. NOMINAL WIND SPEED - 108 MPH / ULTIMATE WINDSPEED 140 MPH
2. RISK FACTOR - 2
3. WIND EXPOSURE - CATEGORY (D)
4. COMPONENTS AND CLADDING : PER FBCR 2014, SEC.301

K S
LP DS

DESIGN SERVICES
235 S. MAITLAND Suite 216
MAITLAND, FL 32751
Phone (407) 645-2789
Email: structuralides@aol.com

SPECIALTY MARINE
KAHN SEA WALL
8866 DARLENE DR
ORLANDO, FL.

JAN 28 2015

CEG

CEG COAR27213
Eduardo Avelarano
P.E. 440040
2430 E. Michigan Street
Orlando, FL 32806

| | |
|-------------|--------------|
| drawn by | TIM PERR |
| date | 12-12-15 |
| scale | 3/4" = 1'-0" |
| job no. | P8490 |
| drawing no. | S1 |



Interoffice Memorandum

July 1, 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

ODH for QS

SUBJECT: July 12, 2016 – Public Hearing
Allison Turnbull, Gunster, Yoakley & Stewart, P.A.
Orlando Airport Park Planned Development (PD)
Case # LUPA-16-03-088 / District 4

On Wednesday, June 22, 2016 the applicant for the Orlando Airport Park Planned Development / Land Use Plan Amendment (referenced above) submitted a request that the application be formally withdrawn from further consideration by the Board of County Commissioners. Therefore, no action by the Board of County Commissioners is required at this time.

Attachment

From: Turnbull, Allison [<mailto:ATurnbull@gunster.com>]
Sent: Wednesday, June 22, 2016 10:50 AM
To: Kilponen, Daniel
Cc: Raasch Jr., Eric P
Subject: FW: OAP

Hi, Dan – please accept this email as a request by Prologis to withdraw the OAP application. Please let me know if you need anything further from me. As always, thanks so much for your help.

Allison



GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Allison E. Turnbull | Shareholder
200 South Orange Avenue, Suite 1400
Orlando, Florida 32801
P 407.406.5255 F 407.849.1233
gunster.com | aturnbull@gunster.com



Interoffice Memorandum

June 30, 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 12, 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.

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 | <p>R-CE (Country Estate District) to PD (Planned Development District)</p> <p>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. (<i>associated with the existing temple</i>). 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:</p> <ol style="list-style-type: none">1) <i>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;</i>2) <i>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</i>3) <i>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.</i> |
| LOCATION | Generally located west of South Apopka Vineland Road between 2 nd Street and 3 rd Street. |
| PARCEL ID NUMBERS | Multiple Parcels |

| | |
|----------------------------|---|
| TRACT SIZE | 5.93 gross acres (existing PD) <u>2.59 gross acres (aggregated parcels)</u> 8.52 gross acres (resulting PD) |
| PUBLIC NOTIFICATION | The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. 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>). |
| PROPOSED USE | 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 2nd meeting, resulting in community support for the project.

SITE DATA

| | |
|---------------------------|---|
| Existing Use | Undeveloped Land |
| Adjacent Zoning | 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) |
| Adjacent Land Uses | 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 nd Street: | 0 or 10 feet |
| Abutting 3 rd 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).
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. 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

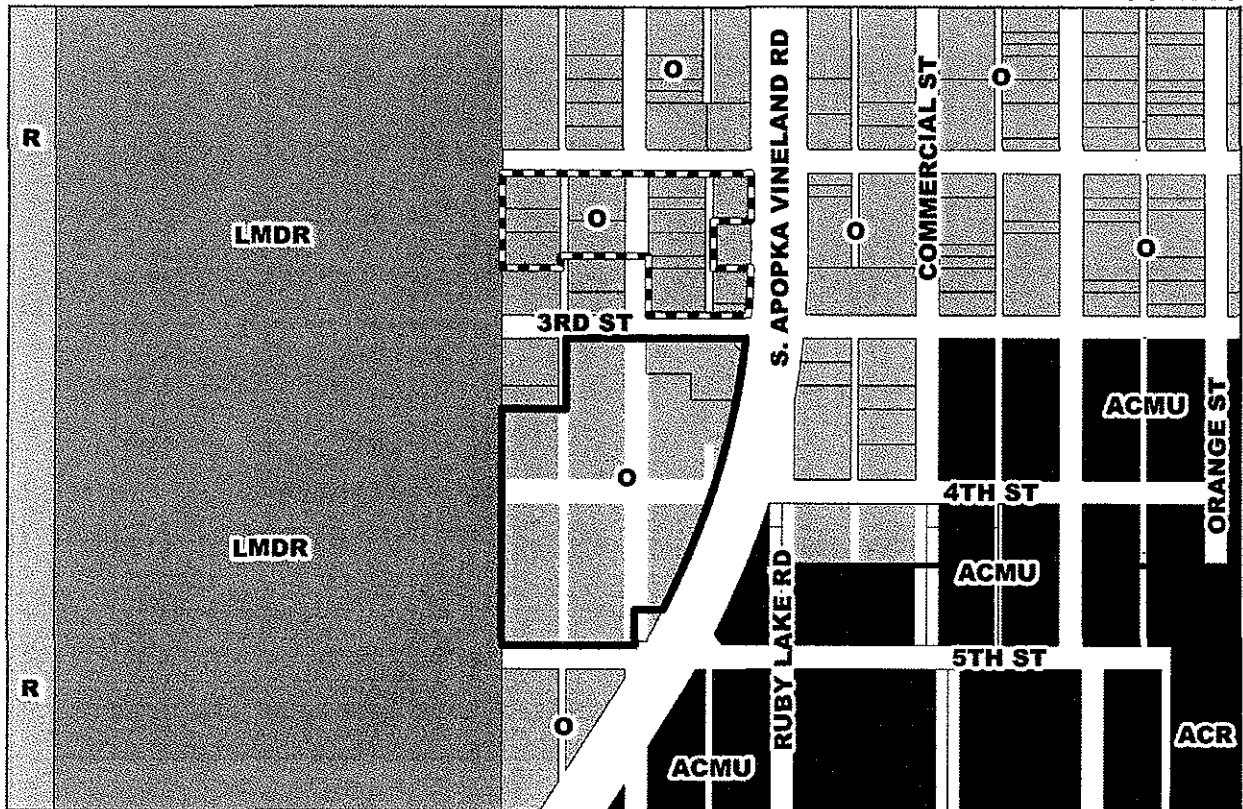
The staff report was presented to the PZC with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Buena Vista Commons Planned Development / Land Use Plan Amendment (PD / LUPA), subject to eight (8) DRC-recommended conditions.

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.

| | |
|-----------------------------|--|
| Motion / Second | <i>Jimmy Dunn / Marvin Barrett</i> |
| Voting in Favor | <i>Jimmy Dunn, Marvin Barrett, Rick Baldocchi, Tina Demostene, Paul Wean, Jose Cantero, Jaja Wade, and Pat DiVecchio</i> |
| Voting in Opposition | <i>None</i> |
| Abstaining | <i>Yog Melwani</i> |

LUPA-15-08-240



Subject Property
 PD Boundary

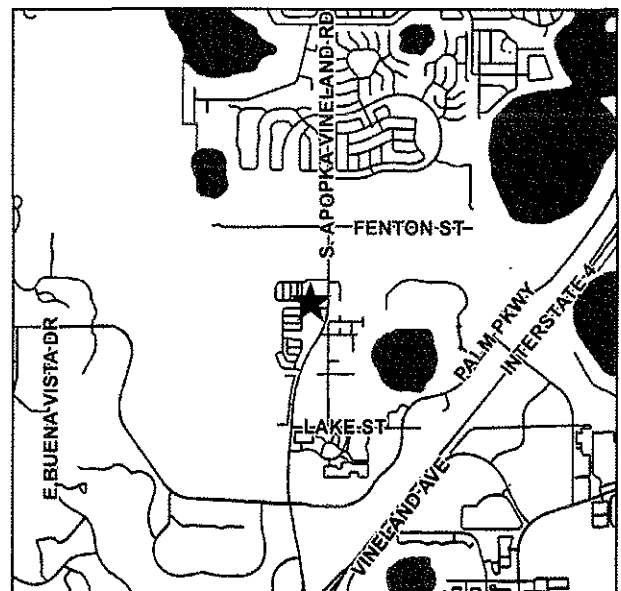


★ Subject Property

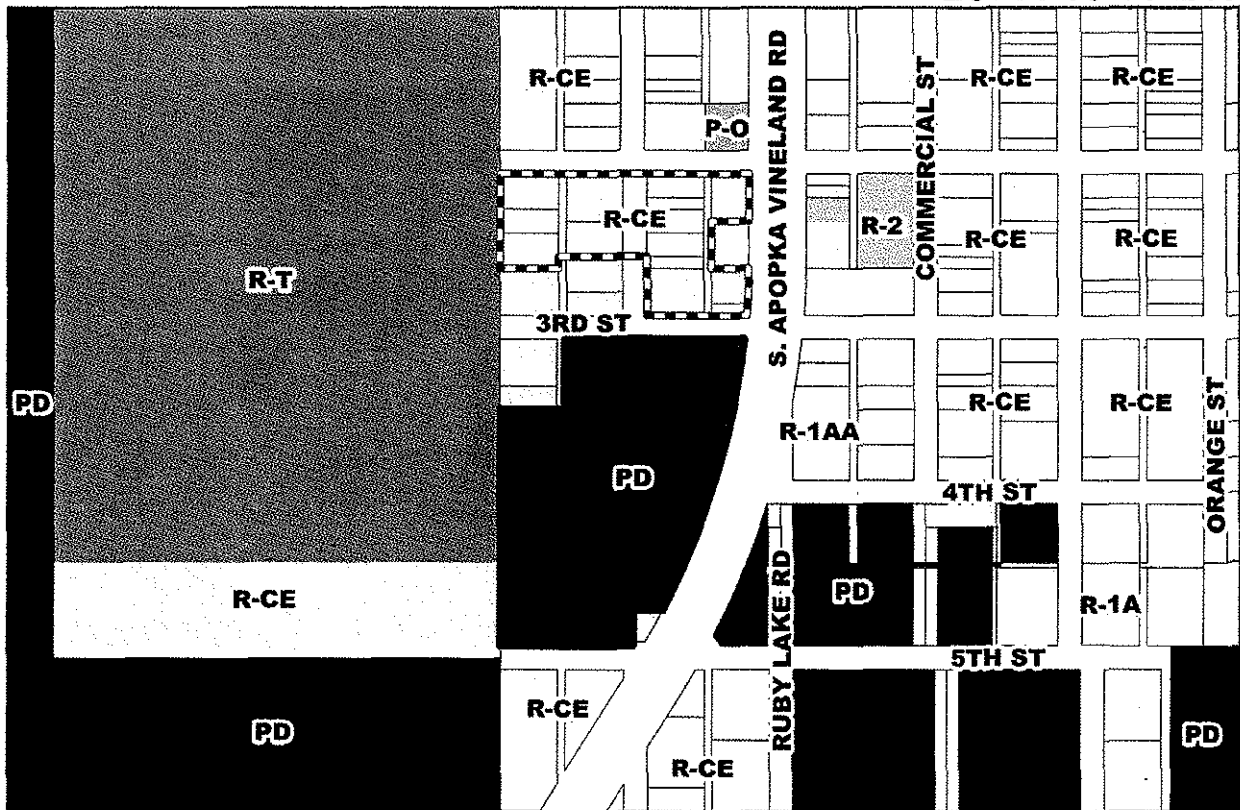
Future Land Use Map

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.

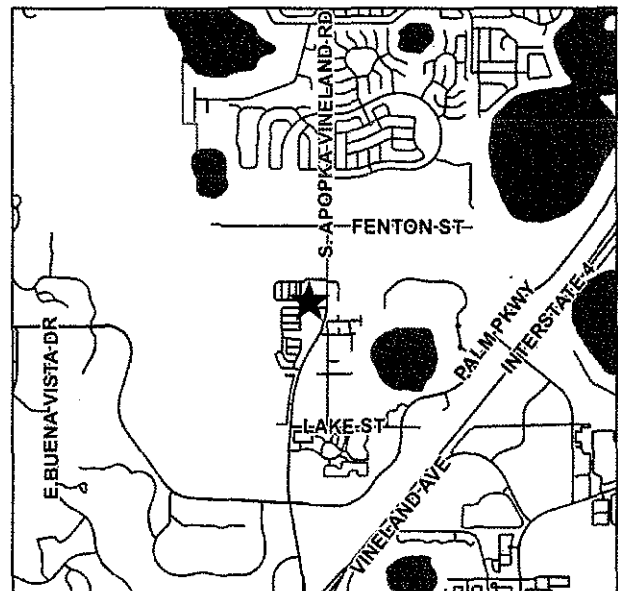
LOCATION: Generally located west of South Apopka
Vineland Road between 2nd Street and 5th
Street

TRACT SIZE: 5.93 gross acres (overall PD)
2.59 gross acres (subject parcels)

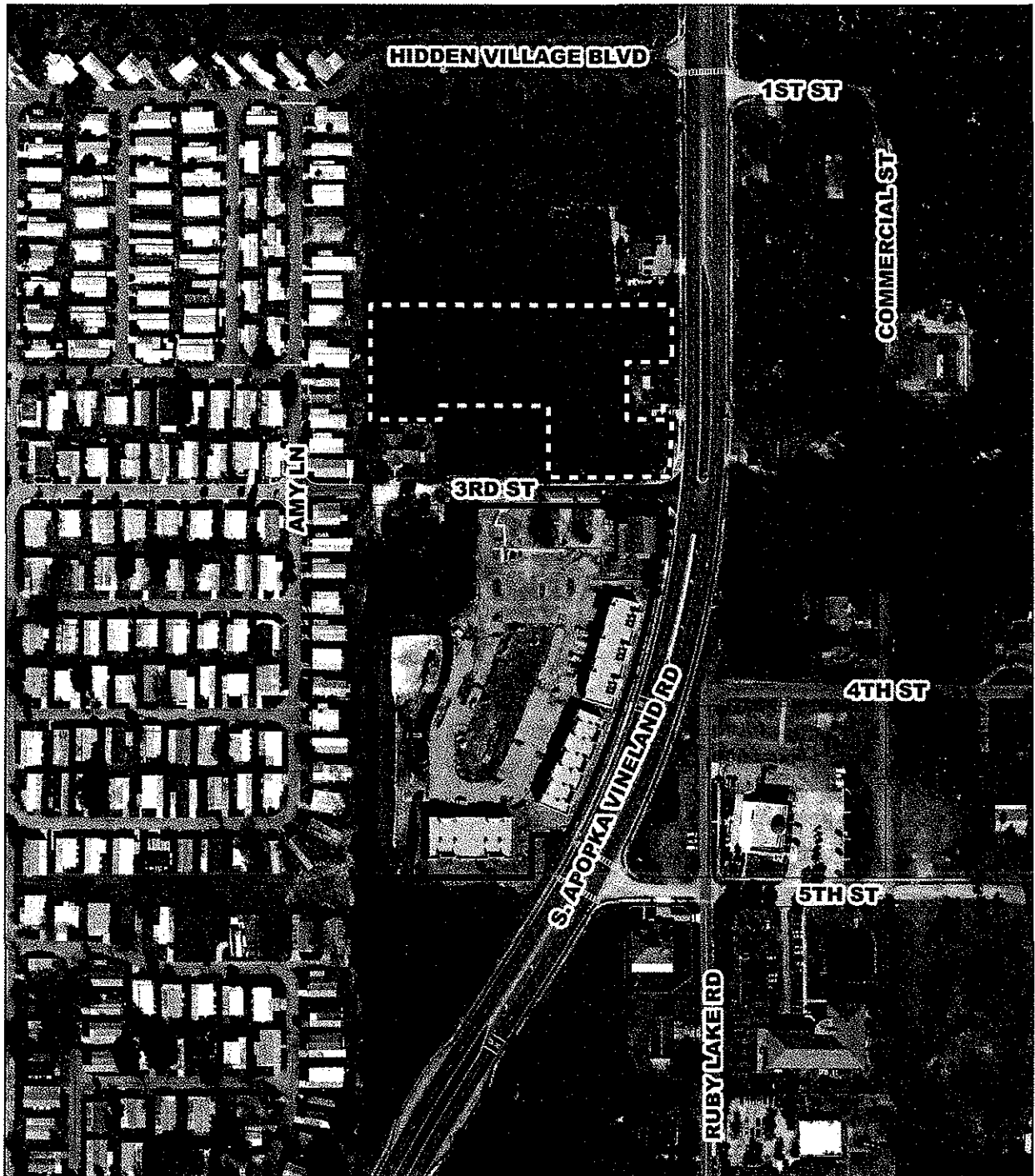
DISTRICT: # 1

S/T/R: 15/24/28

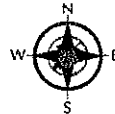
1 inch = 333 feet



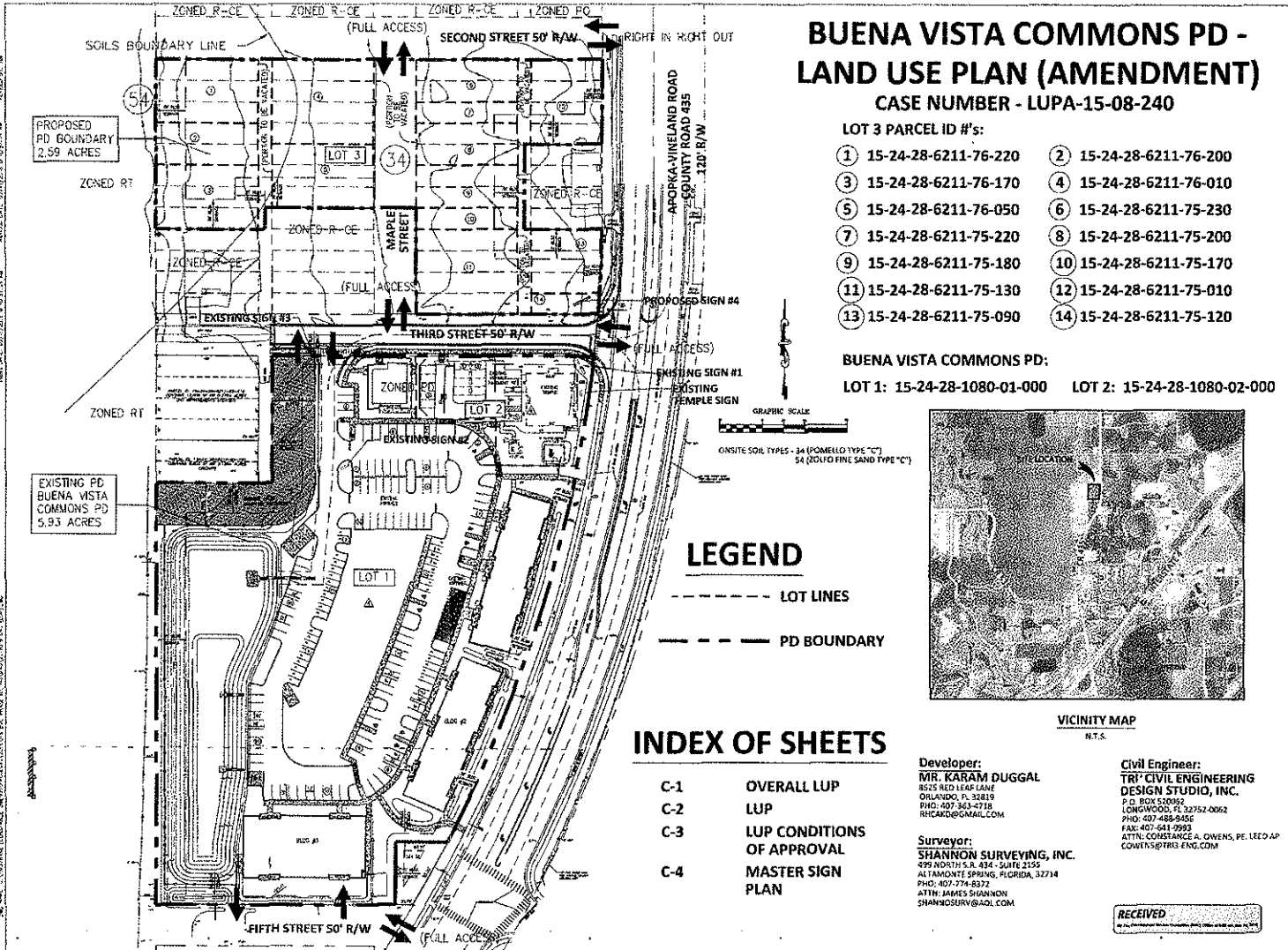
LUPA-15-08-240



 Subject Property
 PD Boundary



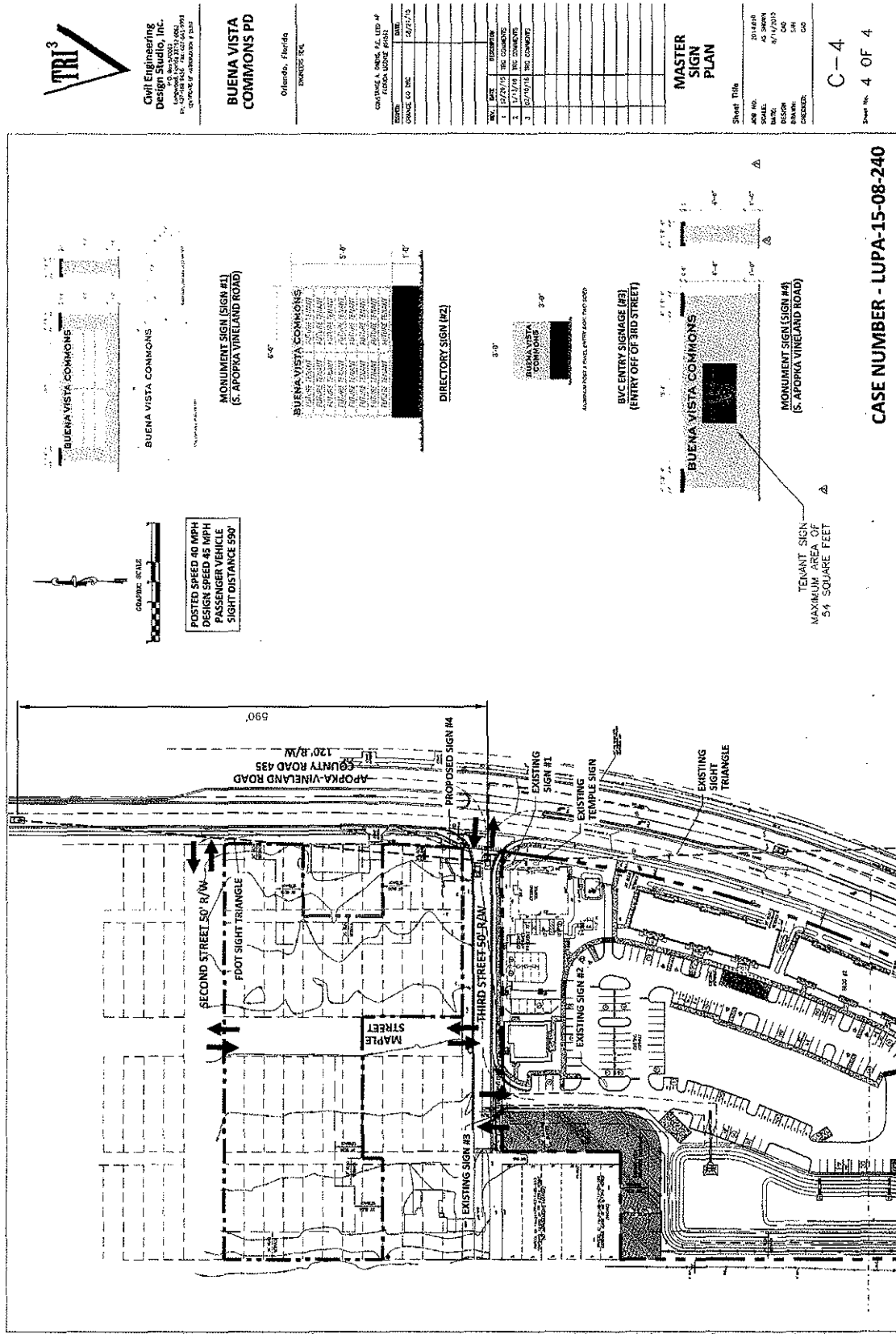
1 inch = 229 feet

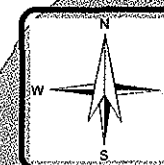
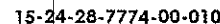


Buena Vista Commons PD/LUP (Cover Sheet)

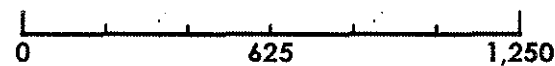
Rezoning Staff Report
 Case # LUPA-15-08-240
 BCC Hearing Date: July 12, 2016

Buena Vista Commons - Master Sign Plan (MSP)





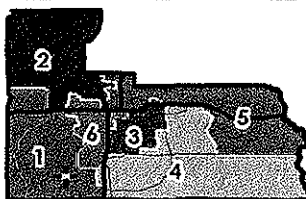
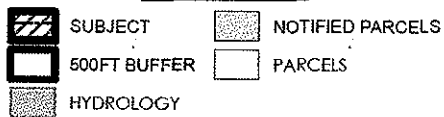
1 inch = 399 feet



Notification Map

**Rezoning Staff Report
Case # LUPA-15-08-240
BCC Hearing Date: July 12, 2016**

MAP LEGEND

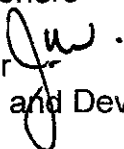




Interoffice Memorandum

June 30, 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 12, 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.

Finally, 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.

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

| | |
|----------------------------|---|
| APPLICANT | James G. Willard, Shutts & Bowen, LLP |
| OWNER | Beth A. Wincey |
| PROJECT NAME | Wincey Groves Planned Development (PD) |
| HEARING TYPE | Planned Development / Unified Neighborhood Plan (PD / UNP) |
| REQUEST | A-1 (Citrus Rural District) to PD (Planned Development District) <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> |
| LOCATION | Generally located south of McKinney Road and west of C.R. 545 (Avalon Road). |
| PARCEL ID NUMBER | 19-23-27-0000-00-012 (<i>portion of</i>) |
| TRACT SIZE | 53.60 gross acres |
| PUBLIC NOTIFICATION | 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. |
| PROPOSED USE | 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

| | |
|---------------------------|--|
| Existing Use | Citrus Groves |
| Adjacent Zoning | 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) |
| Adjacent Land Uses | 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> | |
|----------------------------------|---------|
| <u>Minimum Building Setbacks</u> | |
| Front: | 10 feet |
| Side: | 5 feet |
| Street Side: | 10 feet |
| Rear: | 20 feet |

| <i>Townhome</i> | |
|----------------------------------|-------------------------------|
| <u>Minimum Building Setbacks</u> | |
| Front: | 10 feet |
| Side: | 0 feet (5 feet for end units) |
| Street Side: | 10 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

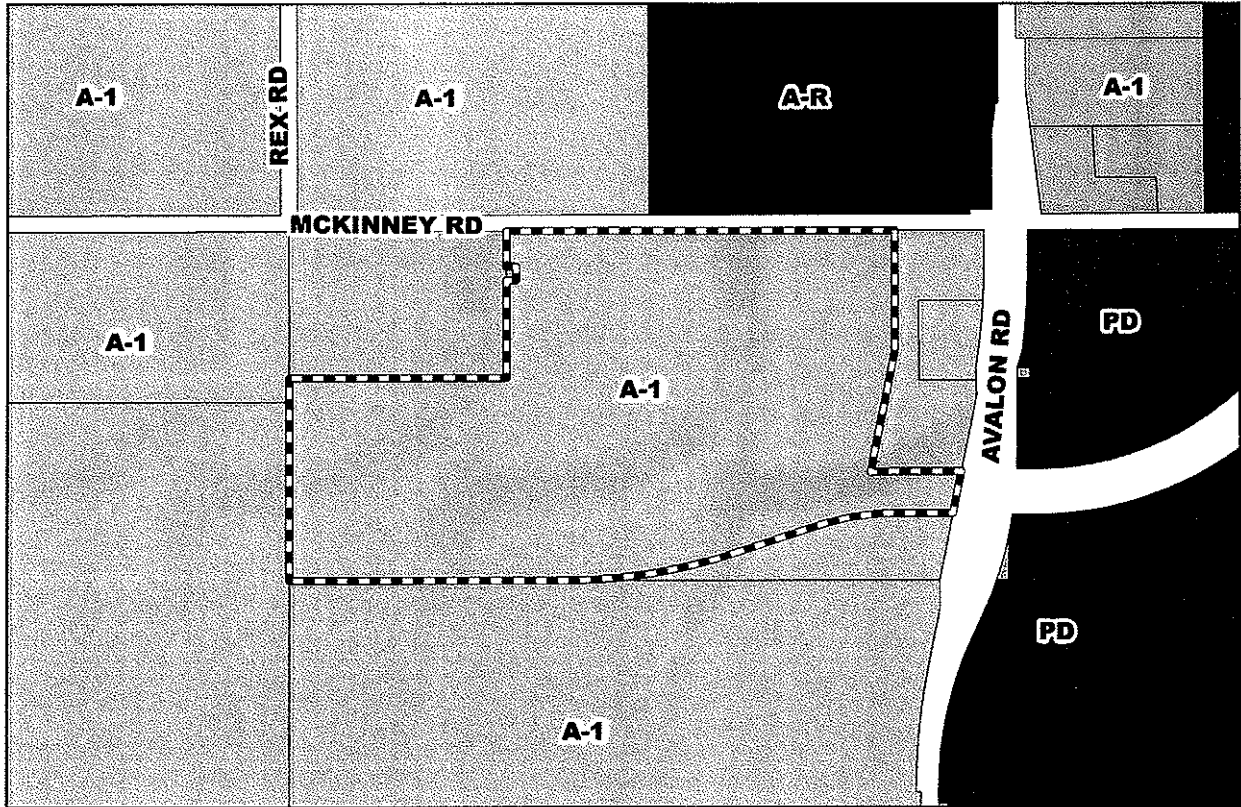
The staff report was presented to the Planning and Zoning Commission with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Wincey Groves Planned Development / Unified Neighborhood Plan (PD / UNP), subject to seventeen (17) conditions.

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).

| | |
|------------------------|---|
| Motion / Second | <i>Marvin Barrett / Tina Demostene</i> |
| Voting in Favor | <i>Marvin Barrett, Tina Demostene, Jose Cantero, Yog Melwani, and Paul Wean</i> |
| Recused | <i>Jimmy Dunn and Rick Baldocchi</i> |
| Absent | <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

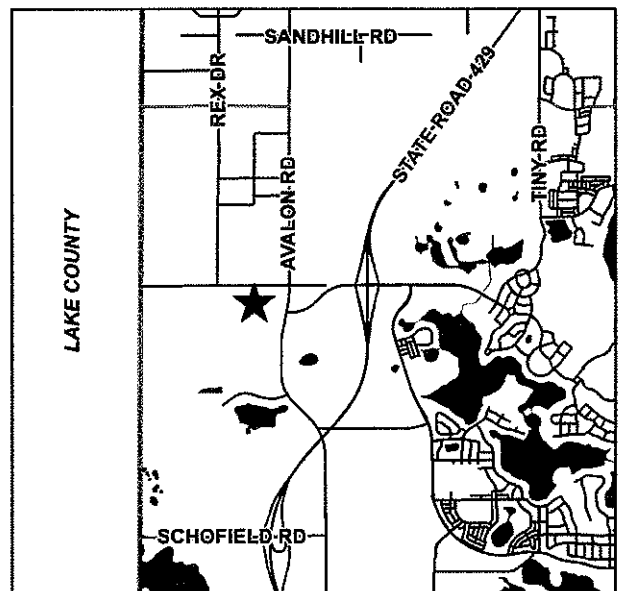
LOCATION: Generally located south of McKinney Road and west of Avalon Road

TRACT SIZE: 53.60 gross acres

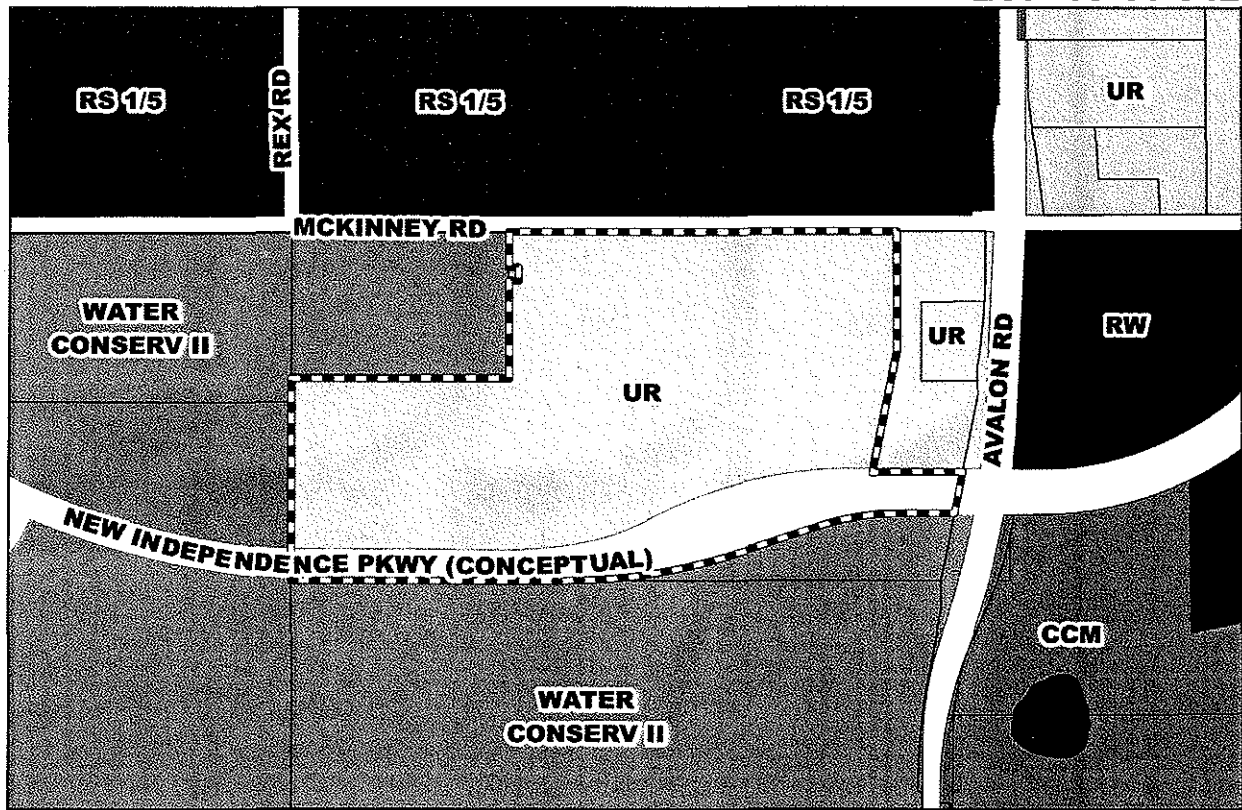
DISTRICT: # 1

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

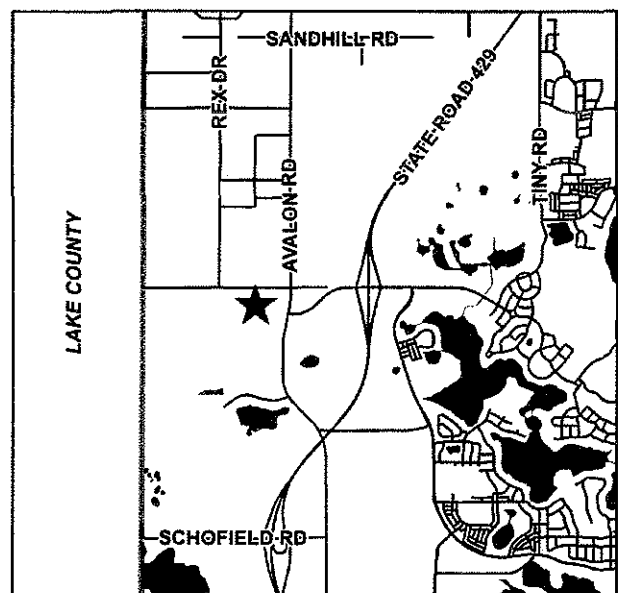
LOCATION: Generally located south of McKinney Road and west of Avalon Road

TRACT SIZE: 53.60 gross acres

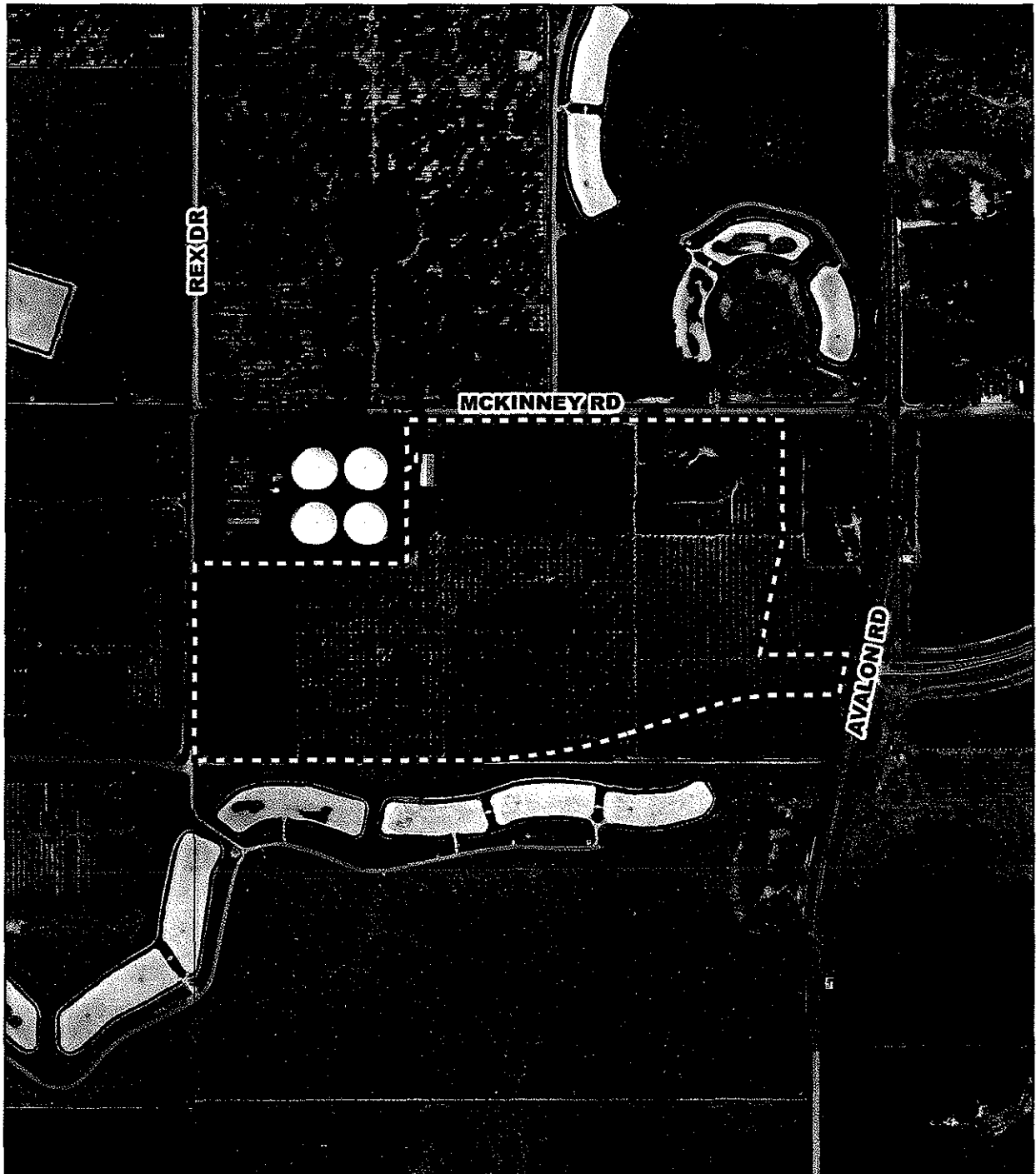
DISTRICT: # 1

S/T/R: 19/23/27

1 inch = 583 feet



LUP-15-11-342

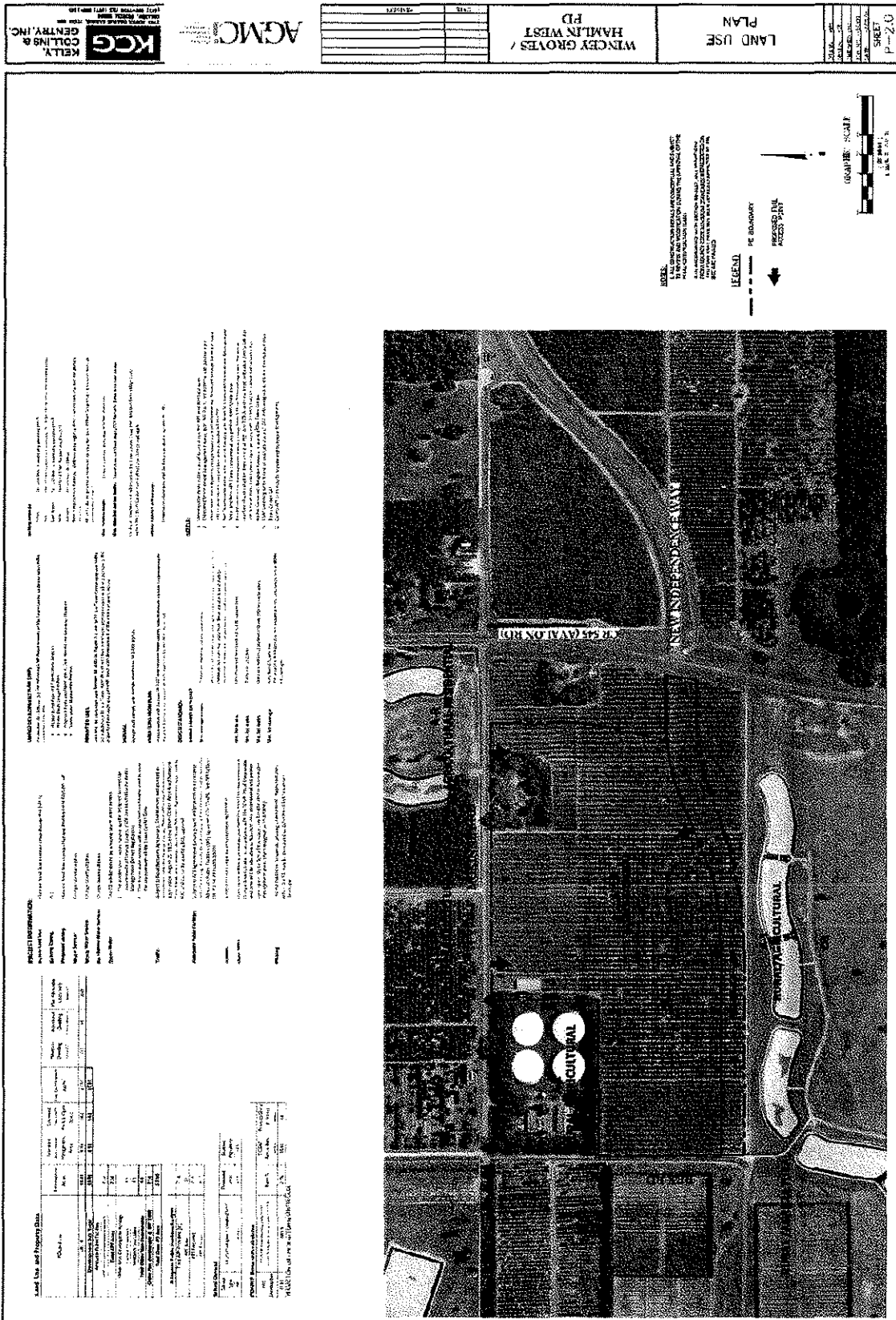


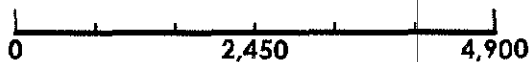
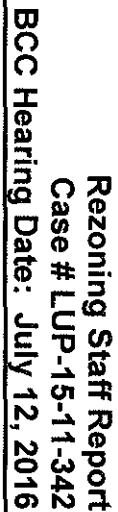
 Subject Property



1 inch = 500 feet

Wincey Groves PD/UNP








Interoffice Memorandum

June 30, 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 12, 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 40 feet (40') to fifty feet (50').

Finally, 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.

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

| | |
|----------------------------|---|
| APPLICANT | Jim Hall, VHB, Inc. |
| OWNER | Richard J. Kurtyka |
| PROJECT NAME | Kurtyka Planned Development (PD) |
| HEARING TYPE | Planned Development / Land Use Plan (PD / LUP) |
| REQUEST | A-2 (Farmland Rural District) to PD (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> |
| LOCATION | 2004 Gregory Road; or generally located on the west side of Gregory Road, approximately 1,300 feet south of Berry Dease Road |
| PARCEL ID NUMBER | 06-23-31-0000-00-008 |
| TRACT SIZE | 17.59 gross acres |
| PUBLIC NOTIFICATION | 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). |
| PROPOSED USE | 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 1st 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 2nd 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 3rd 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 4th and final Small Area Study workshop, various other rural design standard options were presented, but no consensus was reached.

Following the 3rd 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

Water: Existing service or provider
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.

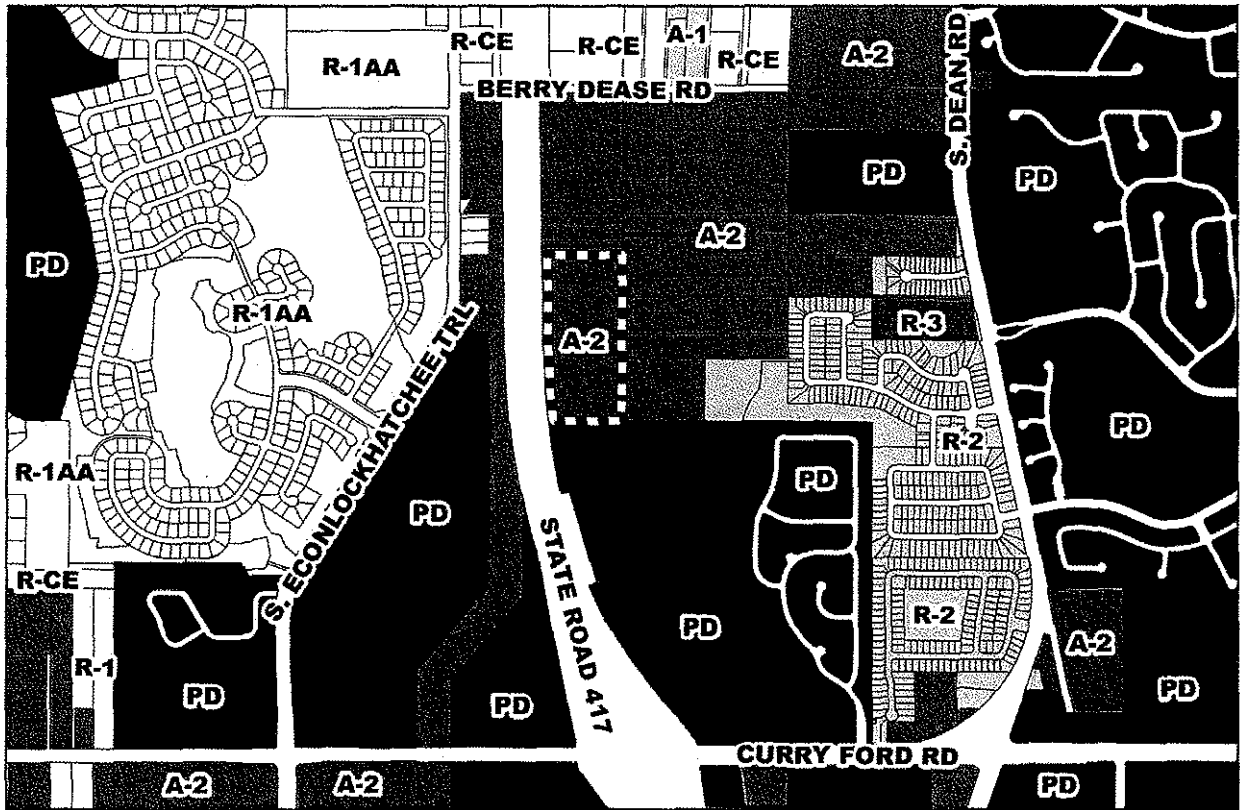
In her comments, Commissioner Demostene stated that "the neighbors proved beyond a shadow of a doubt" that the project was incompatible by pointing out differences in proposed lot sizes, lot widths, and residential density. She also recognized that "the developer made great efforts and reasonable compromises", 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.

| | |
|----------------------------------|---|
| Motion / Second | Paul Wean / Marvin Barrett |
| Voting in Favor of Motion | Paul Wean, Marvin Barrett, Tina Demostene, JaJa Wade, Rick Baldocchi, and Pat DiVecchio |
| Voting Against Motion | Jose Cantero and James Dunn |
| Absent | 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.

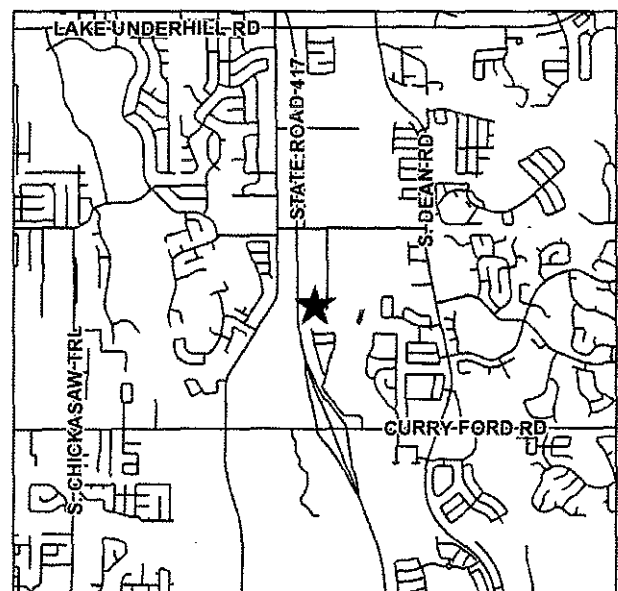
LOCATION: 2004 Gregory Road; or generally located
on the west side of Gregory Road,
approximately 1,300 feet south of Berry
Dease Road

TRACT SIZE: 17.59 gross acres

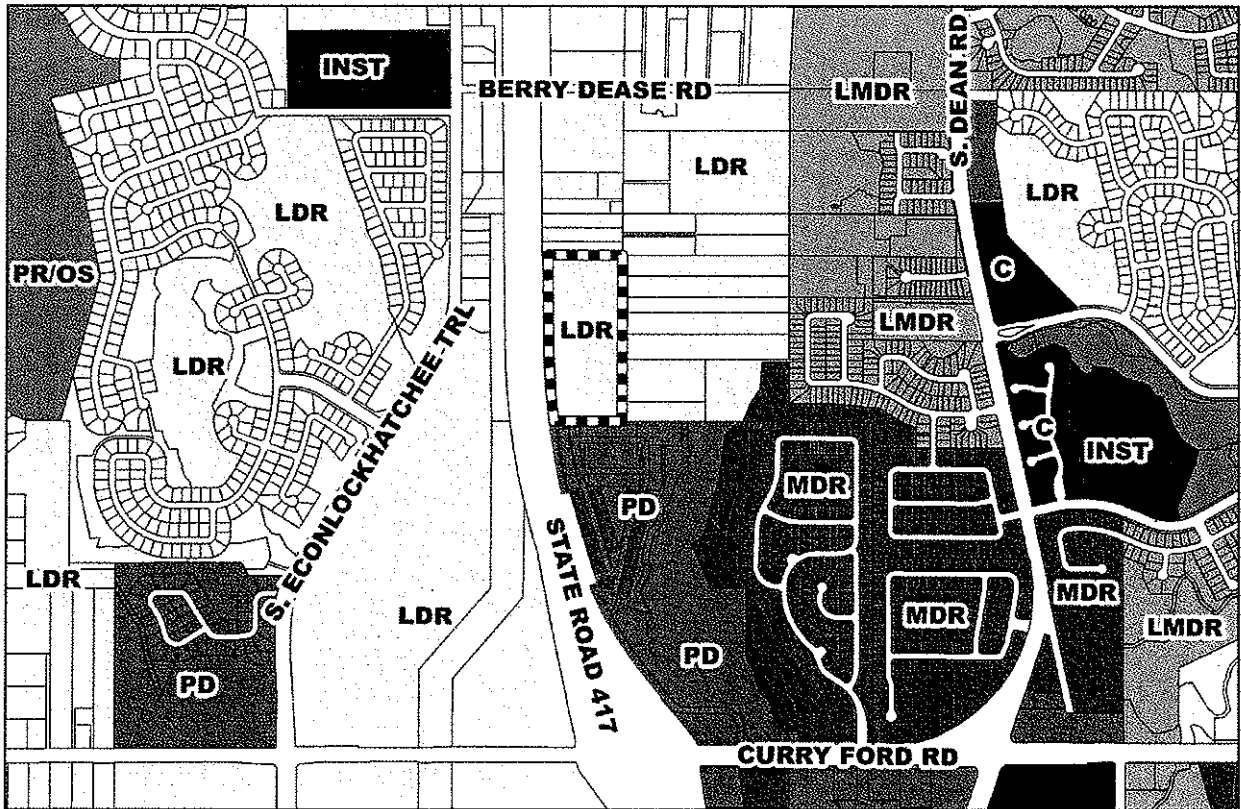
DISTRICT: # 3

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.

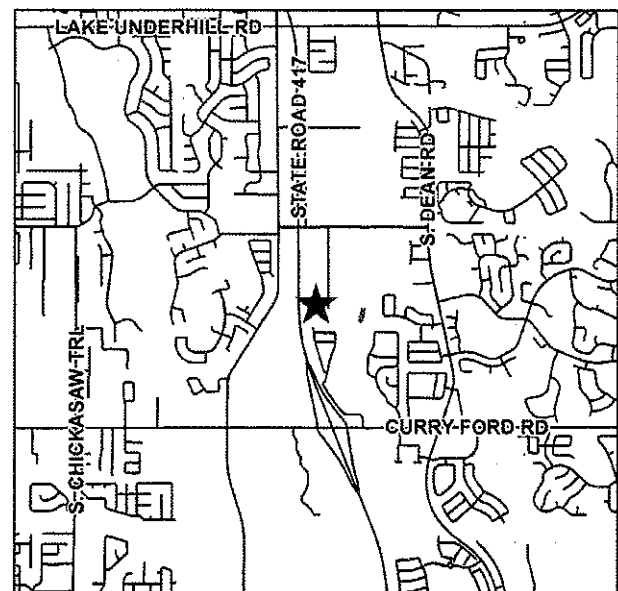
LOCATION: 2004 Gregory Road; or generally located on the west side of Gregory Road, approximately 1,300 feet south of Berry Dease Road

TRACT SIZE: 17.59 gross acres

DISTRICT: # 3

S/T/R: 06/23/31

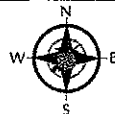
1 inch = 1,250 feet



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:

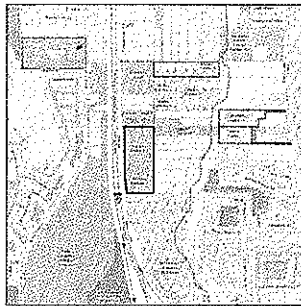
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

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 3333, 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) 894-5969

Surveyor:
 Seart Surveying Company
 126 Wagon Place
 Marietta, FL 32751
 407-645-1552

Civil/Geotechnical Engineer:
 Universal Engineering Sciences
 5553 Magna Boulevard
 Orlando, FL 32813
 Ph: (407) 422-8564 - Fax: (407) 422-3186

RECEIVED

By The Development Review Committee (DRC) Office at 2:03 pm, Dec 03, 2015



Vannise Haugen Brustlin, Inc.
 225 E. Robinson Street, Suite 300
 Orlando, Florida 32801
 407-839-4006 • FAX 407-839-4008
 Certificate of Authorization Number FL #3932

Sealed for
 the
 Clerk of the
 Circuit Court
 in and for
 the County of
 Orange, Florida

Kurtyka PD / LUP (Cover Sheet)

Rezoning Staff Report
Case # LUP-14-03-069
BCC Hearing Date: July 12, 2016

Kurtyka PD/LUP

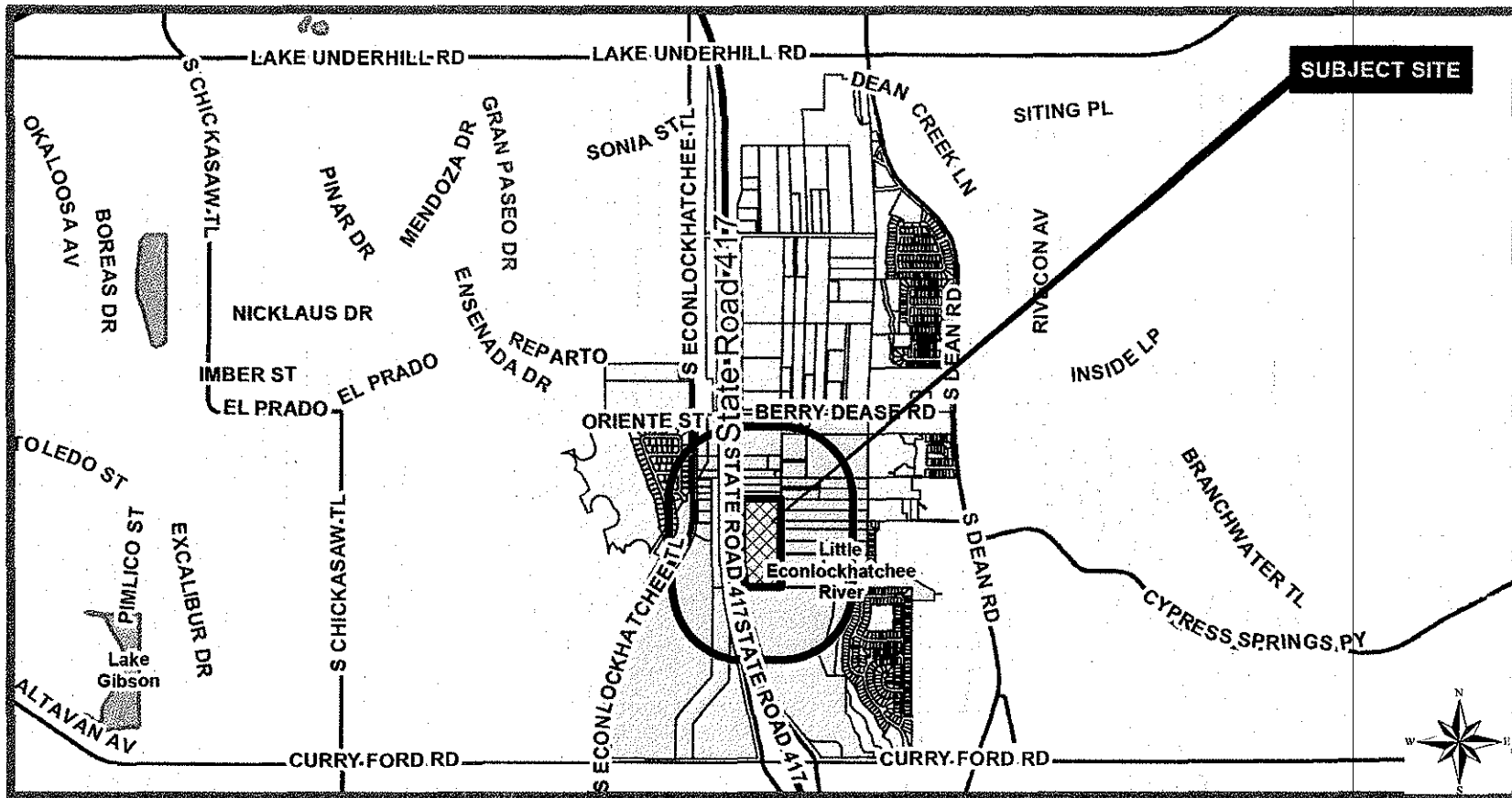
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Public Notification Map

Kurtyka_LUP-14-03-069

633 Notices

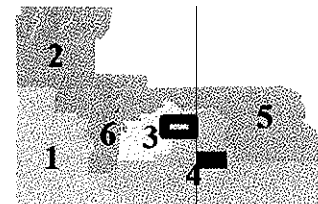
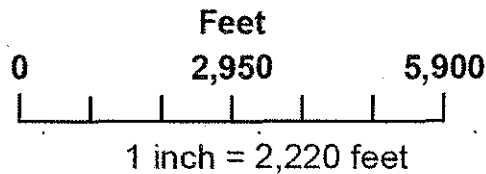


Notification Map

Rezoning Staff Report
Case # LUP-14-03-069
BCC Hearing Date: July 12, 2016

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

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 ½-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 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.

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:

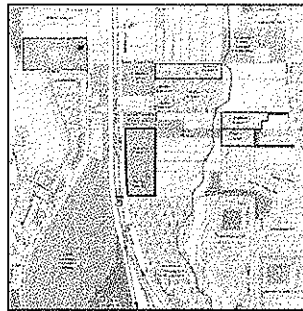
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

Southwest 1/4 of the Northeast 1/4 of Section 6, Township 23 South, Range 31 East, Orange County, Florida, LESS the West 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.
 2002 East Robinson Street
 Orlando, FL 32809
 Ph: (407) 894-3909

Surveyor:
 Seart Surveying Company
 176 Wignam Place
 Maitland, FL 32751
 407-645-1332

Geotechnical Engineer:
 Universal Engineering Sciences
 3333 Magpie Boulevard
 Orlando, FL 32811
 Ph: (407) 423-0504 • Fax: (407) 425-3106



Vanasse Hangen Brustlin, Inc.
 225 E. Robinson Street, Suite 300
 Orlando, Florida 32801
 407.839.4006 • FAX 407.839.4006
 Certificate of Authorization Number FL #3932



Kurtyka PD / LUP Cover Sheet (April 05, 2016)

Rezoning Staff Report
Case # LUP-14-03-069
BCC Hearing Date: July 12, 2016

City of Orlando
 Planning Department
 06/15/16 09:43:10 AM

Kurtyka PD / LUP (April 05, 2016)



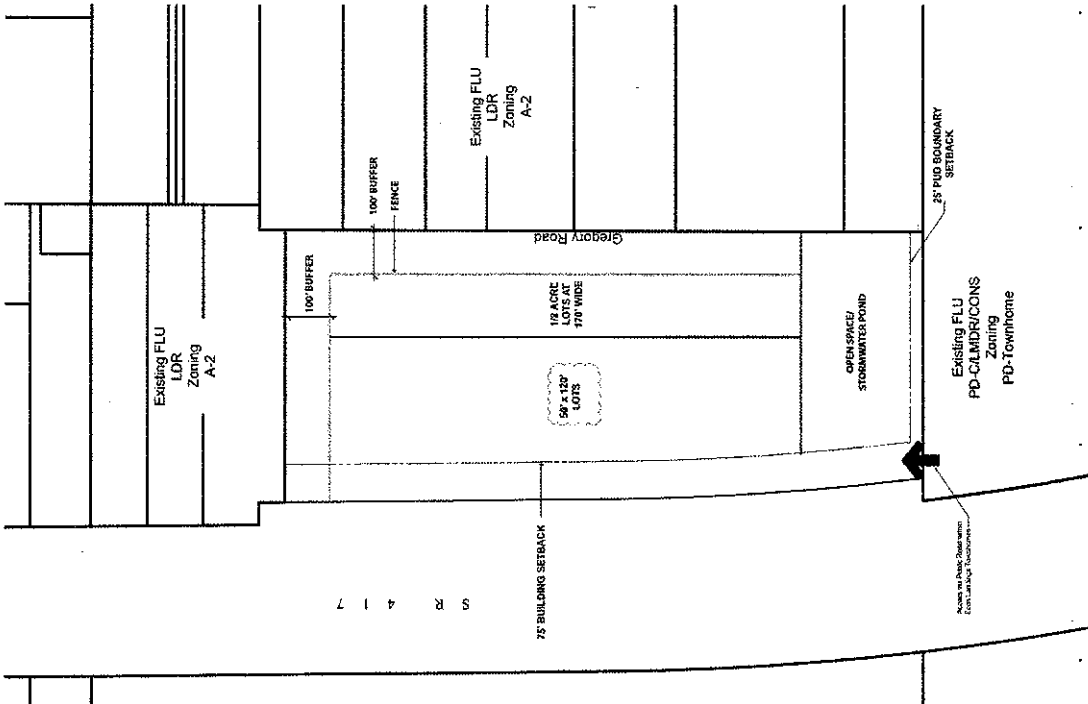
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Kurtyka
PD

Land Use
Plan

C-3

Apr. 21, 2015
031616



SITE DATA
Location: East of SR 417, west of Gregory Road in unincorporated Orange County
Vacant
Residential
One
Low Density Residential (LDR)
A-2
Proposed Zoning: PD
ACREAGE: 17.59
Developmental Acreage: 1.33 (All acreages regarding wetlands and buffers are considered approximate until finalized by a CAO and Conservation Area Impact Terms)
Wetland Impacts: 108 (1.76 acres)
Open Space Provided: 1.76 acres
PROPOSED LAND USES
Proposed Max. Residential Units: 43 detached single family
Residential Acreage: 17.59
Residential Density: 2.4 du/ac

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Interoffice Memorandum

July 5, 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 12, 2016 – Public Hearing
Chuck Whittall, Venetian Isles at Horizon West, LLC
North of Albert's PD / Westside Preliminary Subdivision Plan
(PSP) Substantial Change - Case # CDR-16-05-168 /
District 1

On July 5, 2016 the applicant submitted correspondence to formally request that the North of Albert's PD / Westside Preliminary Subdivision Plan (PSP) substantial change request referenced above be withdrawn from consideration by the Board of County Commissioners.

Attachment

Raasch Jr., Eric P

From: Jennifer.Stickler@kimley-horn.com
Sent: Tuesday, July 05, 2016 8:37 AM
To: Raasch Jr., Eric P
Cc: Egipciaco, Lisette
Subject: Re: North of Albert's BCC date

Hi Eric,

Yes we please withdraw CDR-16-05-168.

Thank you
Jennifer

Sent from my iPhone

On Jul 5, 2016, at 8:31 AM, "Eric.RaaschJr@ocfl.net" <Eric.RaaschJr@ocfl.net> wrote:

Jennifer,

Just following up on this email. Can you confirm withdrawal of CDR-16-05-168 (North of Albert's PD / Westside PSP change determination) due to the fact that the property has already been platted? We need to send the withdrawal memo to the Clerk this morning.

Thanks,
Eric

Eric Raasch, AICP
Assistant Planning Administrator
Development Review Committee
Orange County Planning Division
Community, Environmental and Development Services Department
201 S. Rosalind Avenue, 2nd Floor
Orlando, FL 32802-1393
p: 407-836-5523 f: 407-836-5862
eric.raasch@ocfl.net

From: Raasch Jr., Eric P
Sent: Friday, July 01, 2016 10:13 AM
To: 'Jennifer.Stickler@kimley-horn.com'
Subject: RE: North of Albert's BCC date

Jennifer,

Can you confirm that you wish to formally withdraw CDR-16-05-168, which is the North of Albert's PD / Westside PSP plat condition request? I need an email for the file.

Thanks!
Eric

Eric Raasch, AICP
Assistant Planning Administrator
Development Review Committee
Orange County Planning Division

Community, Environmental and Development Services Department
201 S. Rosalind Avenue, 2nd Floor
Orlando, FL 32802-1393
p: 407-836-5523 f: 407-836-5862
eric.raasch@ocfl.net

From: Jennifer.Stickler@kimley-horn.com [<mailto:Jennifer.Stickler@kimley-horn.com>]
Sent: Monday, June 20, 2016 11:49 AM
To: Raasch Jr., Eric P
Cc: jessa@pfdllc.com
Subject: RE: North of Albert's BCC date

Hi Eric,

The plat has been since approved (Plat Book 89 page 81) for North of Albert's. As I understand it, we still need to go to BCC for the Westside Shoppes DP since it encompasses the approvals of the two other buildings added to the DP (DP-16-02-054 and DP-15-11-344). Is that correct? Should we withdraw for the other CDR's to the PSP and North of Albert's Westside PSP?

<http://or.occompt.com/recorder/eagleweb/downloads/20160308476.pdf?id=DOC1918S4415.A0&parent=DOC1918S4415>

Thanks!

Jennifer Stickler, P.E.
Kimley-Horn | 3660 Maguire Blvd., Suite 200, Orlando, FL 32803
Direct: 407 427 1682 | Mobile: 407 405 1562 | www.kimley-horn.com

From: Eric.RaaschJr@ocfl.net [<mailto:Eric.RaaschJr@ocfl.net>]
Sent: Thursday, May 12, 2016 8:17 AM
To: Stickler, Jennifer <Jennifer.Stickler@kimley-horn.com>
Cc: jessa@pfdllc.com
Subject: RE: North of Albert's BCC date

Jennifer,

Yes, you are correct that July 12th is the earliest BCC date. The County Administrator closed the June 14th hearing due to the Lake Pickett amendments and the June 28th hearing due to the remainder of the Comp Plan cycle. I will schedule all three of the DPs for July 13th so you won't lose additional time. Thanks for following up.

Best,
Eric

Eric Raasch, AICP
Assistant Planning Administrator
Development Review Committee
Orange County Planning Division
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201 S. Rosalind Avenue, 2nd Floor
Orlando, FL 32802-1393
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eric.raasch@ocfl.net

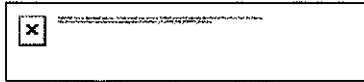
From: Jennifer.Stickler@kimley-horn.com [<mailto:Jennifer.Stickler@kimley-horn.com>]
Sent: Wednesday, May 11, 2016 10:02 PM

To: Raasch Jr., Eric P
Cc: jessa@pfdllc.com
Subject: North of Albert's BCC date

Hello Eric,

It is our understanding the earliest we can get to BCC for the North of Albert's Westside PSP and Westside Shoppes DP is July 12th, correct? Can we request to be scheduled for the July 13th DRC for the Venetian Isles I, Venetian Isles II, and Westside Shoppes Lot 2 DP for the revision of the plat condition?

Thanks,



Jennifer Stickler, P.E.

Kimley-Horn | 3660 Maguire Blvd., Suite 200, Orlando, FL 32803
Direct: 407 427 1682 | Mobile: 407 405 1562

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Interoffice Memorandum

July 1, 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 12, 2016 – Public Hearing
Chuck Whittall, Venetian Isles at Horizon West, LLC
North of Albert's PD / Westside Preliminary Subdivision Plan
(PSP) / Lots 1 & 2 – Westside Shoppes Development Plan
(DP) Substantial Change - Case # DP-15-11-344 / District 1

On June 20, 2016 the applicant submitted correspondence to formally request that the North of Albert's PD / Westside Preliminary Subdivision Plan (PSP) / Lots 1 & 2 – Westside Shoppes Development Plan (DP) substantial change request referenced above be removed from the July 12, 2016 Board of County Commissioners agenda.

The matter will return to the Development Review Committee (DRC) on July 13, 2016 for additional consideration.

Attachment

Raasch Jr., Eric P

From: Jennifer.Stickler@kimley-horn.com
Sent: Monday, June 20, 2016 1:43 PM
To: Raasch Jr., Eric P
Cc: jessa@pfdllc.com
Subject: Re: North of Albert's BCC date

Follow Up Flag: Follow up
Flag Status: Completed

Yes we would like to handle it at DRC on the 13th. Thank you for your help!

Jennifer

Sent from my iPhone

On Jun 20, 2016, at 1:40 PM, "Eric.RaaschJr@ocfl.net" <Eric.RaaschJr@ocfl.net> wrote:

Jennifer,

I spoke with John Smogor and he feels that the addition of the buildings to the existing DP would be considered a non-substantial change. The only reason the DP went to BCC the first time was due to the waivers and the only reason it was scheduled to go back was because of the modification to a BCC condition (regarding platting). John feels that it would be easiest to just take the project back to DRC for approval (minus the condition). You would lose one day, but you won't need a public hearing. Please let me know if you would just like to handle it through DRC on the 13th.

Thanks,
Eric

Eric Raasch, AICP
Assistant Planning Administrator
Development Review Committee
Orange County Planning Division
Community, Environmental and Development Services Department
201 S. Rosalind Avenue, 2nd Floor
Orlando, FL 32802-1393
p: 407-836-5523 f: 407-836-5862
eric.raasch@ocfl.net

From: Raasch Jr., Eric P
Sent: Monday, June 20, 2016 1:08 PM
To: 'Jennifer.Stickler@kimley-horn.com'
Cc: jessa@pfdllc.com
Subject: RE: North of Albert's BCC date

Jennifer,

Thanks for the update. The Westside Shoppes DP will still need to go to BCC since DRC determined it to be a substantial change to a prior BCC approval. I believe that you can withdraw the others, which are CDR-16-04-144, CDR-16-04-145 and CDR-16-04-146, since they only dealt with the plat condition.

Typically I would attempt to take your Westside Shoppes DP back to DRC and make it non-substantial since you are no longer changing the condition, but the next DRC is on July 13th, which is the day after your July 12th BCC date. As such, let's just leave the DP on the BCC agenda.

Best,
Eric

Eric Raasch, AICP
Assistant Planning Administrator
Development Review Committee
Orange County Planning Division
Community, Environmental and Development Services Department
201 S. Rosalind Avenue, 2nd Floor
Orlando, FL 32802-1393
p: 407-836-5523 f: 407-836-5862
eric.raasch@ocfl.net

From: Jennifer.Stickler@kimley-horn.com [<mailto:Jennifer.Stickler@kimley-horn.com>]
Sent: Monday, June 20, 2016 11:49 AM
To: Raasch Jr., Eric P
Cc: jessa@pfdllc.com
Subject: RE: North of Albert's BCC date

Hi Eric,

The plat has been since approved (Plat Book 89 page 81) for North of Albert's. As I understand it, we still need to go to BCC for the Westside Shoppes DP since it encompasses the approvals of the two other buildings added to the DP (DP-16-02-054 and DP-15-11-344). Is that correct? Should we withdraw for the other CDR's to the PSP and North of Albert's Westside PSP?

<http://or.occompt.com/recorder/eagleweb/downloads/20160308476.pdf?id=DOC1918S4415.A0&parent=DOC1918S4415>

Thanks!

Jennifer Stickler, P.E.
Kimley-Horn | 3660 Maguire Blvd., Suite 200, Orlando, FL 32803
Direct: 407 427 1682 | Mobile: 407 405 1562 | www.kimley-horn.com

From: Eric.RaaschJr@ocfl.net [<mailto:Eric.RaaschJr@ocfl.net>]
Sent: Thursday, May 12, 2016 8:17 AM
To: Stickler, Jennifer <Jennifer.Stickler@kimley-horn.com>
Cc: jessa@pfdllc.com
Subject: RE: North of Albert's BCC date

Jennifer,

Yes, you are correct that July 12th is the earliest BCC date. The County Administrator closed the June 14th hearing due to the Lake Pickett amendments and the June 28th hearing due to the remainder of the Comp Plan cycle. I will schedule all three of the DPs for July 13th so you won't lose additional time. Thanks for following up.

Best,
Eric

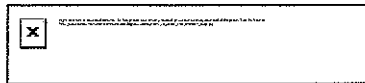
Eric Raasch, AICP
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eric.raasch@ocfl.net

From: Jennifer.Stickler@kimley-horn.com [mailto:Jennifer.Stickler@kimley-horn.com]
Sent: Wednesday, May 11, 2016 10:02 PM
To: Raasch Jr., Eric P
Cc: jessa@pfdllc.com
Subject: North of Albert's BCC date

Hello Eric,

It is our understanding the earliest we can get to BCC for the North of Albert's Westside PSP and Westside Shoppes DP is July 12th, correct? Can we request to be scheduled for the July 13th DRC for the Venetian Isles I, Venetian Isles II, and Westside Shoppes Lot 2 DP for the revision of the plat condition?

Thanks,



Jennifer Stickler, P.E.
Kimley-Horn | 3660 Maguire Blvd., Suite 200, Orlando, FL 32803
Direct: 407 427 1682 | Mobile: 407 405 1562

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Interoffice Memorandum

June 30, 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 12, 2016 – Public Hearing
Matthew Gourlay, Grandeville at Avalon Park, LTD
Colonial Sunflower Planned Development (PD)
Substantial Change - Case # CDR-16-04-151 / District 4

The Colonial Sunflower Planned Development (PD) contains approximately 474 gross acres generally located south of East Colonial Drive (SR 50), east and west of Avalon Park Boulevard. The overall PD has existing land use entitlements for 1,879 dwelling units and 164,445 square feet of commercial use.

Through this substantial change the applicant is seeking a waiver from Orange County Code to allow for a minimum multi-family residential building separation of 25 feet for two-story buildings 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 a minimum separation of 30 feet. If approved, the proposed waiver would apply to PD Parcel B – Grandeville at Avalon Park DP, Buildings 13 through 17 only. No changes to existing PD land use entitlements have been requested.

As summarized in the attached staff report, the substantial change received a recommendation of approval by the Development Review Committee (DRC) on May 11, 2016, and a community meeting for the request was not required.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Colonial Sunflower Planned Development / Land Use Plan (PD/LUP) dated "Received May 17, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 4**

Attachments

CASE # CDR-16-04-151

Commission District: # 4

GENERAL INFORMATION

| | |
|----------------------------|--|
| APPLICANT | Matthew Gourlay, Grandeville at Avalon Park, LTD |
| OWNER | Grandeville at Avalon Park, LTD |
| PROJECT NAME | Colonial Sunflower Planned Development / Land Use Plan (PD/LUP) |
| PARCEL ID NUMBER | 24-22-31-3141-01-000 (<i>affected parcel only</i>) |
| TRACT SIZE | 473.97 gross acres (<i>overall PD</i>) 36.21 gross acres (<i>affected parcel only</i>) |
| LOCATION | 525 Loyola Circle; or generally on the west side of North Alafaya Trail, north of Avalon Reserve Boulevard and south of East Colonial Drive. |
| REQUEST | A PD Substantial Change for the following "after-the-fact" waiver from Orange County Code: <ol style="list-style-type: none"><u><i>1. A waiver from Section 38-1258(j), applicable to PD Parcel B – Grandeville at Avalon Park DP, Buildings 13 through 17 only, is granted to allow a minimum multi-family residential building separation of 25 feet for two-story buildings 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 a minimum separation of 30 feet.</i></u> |
| PUBLIC NOTIFICATION | A notification area extending beyond five-hundred (500) feet was used for this application [<i>Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet</i>]. Two hundred ninety-two (292) notices were mailed to those property owners in the notification buffer area. A community meeting was not required. |

IMPACT ANALYSIS

Special Information

The Colonial Sunflower Planned Development (PD) contains approximately 474 gross acres generally located south of East Colonial Drive (SR 50), east and west of Avalon Park Boulevard. The overall PD has existing land use entitlements for 1,879 dwelling units and 164,445 square feet of commercial use.

Through this substantial change the applicant is seeking a waiver from Orange County Code to allow for a minimum multi-family residential building separation of 25 feet for

two-story buildings 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 a minimum separation of 30 feet. If approved, the proposed waiver would apply to PD Parcel B – Grandeville at Avalon Park DP, Buildings 13 through 17 only. No changes to existing PD land use entitlements have been requested.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The Colonial Sunflower PD has an underlying Future Land Use Map (FLUM) designation of Low-Medium Density Residential (LMDR) and Commercial (C). The request is consistent with these FLUM designations.

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

Environmental Protection Division (EPD) staff reviewed the request but did not identify any issues or concerns. All previously approved EPD findings and conditions of approval for this PD shall apply.

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 (CRC) 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.

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 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 – (May 11, 2016)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Colonial Sunflower Planned Development / Land Use Plan (PD/LUP) dated "Received May 17, 2016", subject to the following conditions:

1. Development shall conform to the Colonial Sunflower Planned Development / Land Use Plan (PD/LUP) dated "Received May 17, 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 LUP, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received May 17, 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. A waiver from Section 38-1258(j), applicable to PD Parcel B – Grandeville at Avalon Park DP, Buildings 13 through 17 only, is granted to allow a minimum multi-family residential building separation of 25 feet for two-story buildings 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 a minimum separation of 30 feet.
7. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 4, 2015, shall apply:
 - a. 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.
 - b. Short term rental for a period of less than 180 days is prohibited.
 - c. 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.

- 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. 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).
 - f. The following waivers from Orange County Code, applicable to "PD Parcel J" only, are granted:
 - 1) A waiver from Section 38-79(20)(f) to allow a maximum of 50 percent of the buildings to be four (4) units, in lieu of a maximum of 25 percent of the buildings to be four (4) units; and
 - 2) A waiver from Section 38-79(20)(j) to allow a minimum distance of 40 feet rear-to-rear between buildings, in lieu of a minimum distance of 60 feet rear-to-rear between buildings.
 - g. An updated Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
 - h. 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.
 - i. 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.
8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated October 4, 2005, shall apply:
- a. The developer shall obtain water and wastewater services from Orange County Utilities.
 - b. The master stormwater management plan shall be modified to include this additional property.
 - c. Developer shall comply with all provisions of the Public Education Agreement entered into with the Orange County School Board as of September 23, 2003 (executed October 16, 2003), and is on file with the Orange County Planning Division.

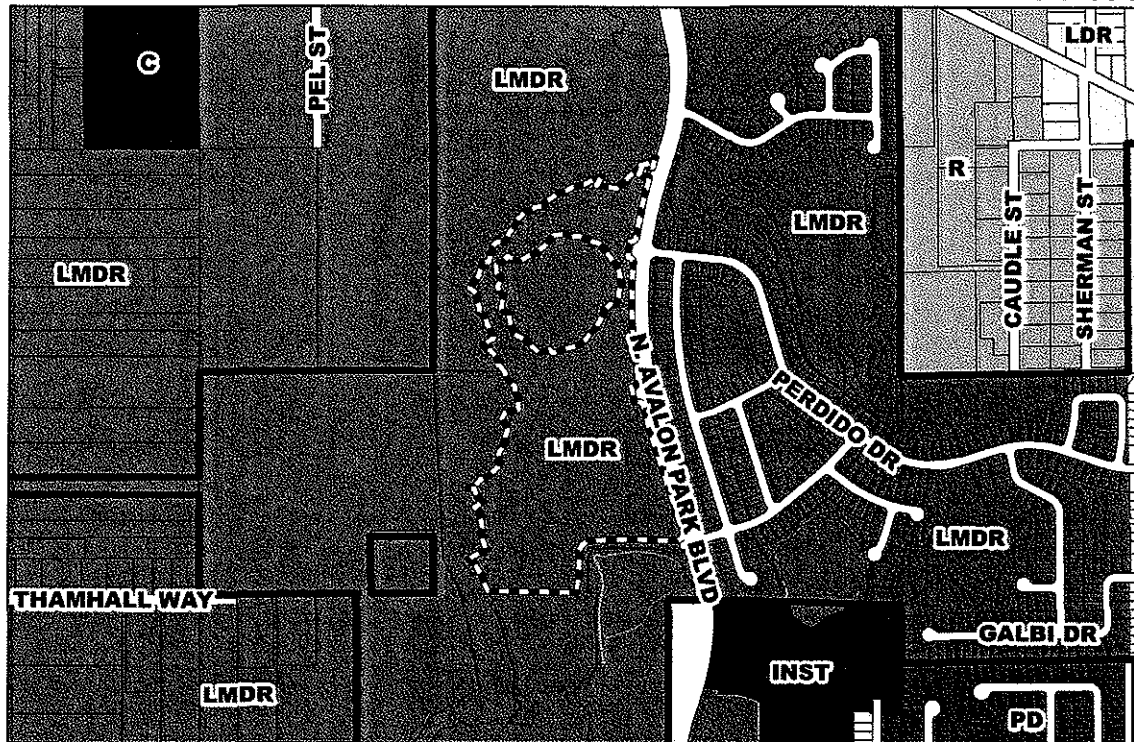
- 1) Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Public Education Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 2 residential units allowed under the 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 Public Education Agreement. The developer and its successor or assign under the Public Education 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 or assign under the Public Education 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 property rights.
 - 3) Orange County shall be held harmless by the developer and its assigns under the Public Education Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Public Education Agreement.
- d. The following modifications to the existing Colonial Sunflower PD shall also be granted:
- 1) Convert 40 mobile home units within the Colonial Sunflower PD West Village to 40 units of multi-family.
 - 2) Reduce approved commercial square footage from 196,000 square feet to 164,445 square feet.
 - 3) Change institutional zoning (Parcel 3 and 4) to commercial zoning without increasing overall commercial building square footage.
9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 5, 2001, shall apply:
- a. All multi-family development in Parcel E shall be restricted to single story within 100 feet of single-family construction.
 - b. A 25-foot buffer shall be maintained along the southern boundary line of Parcel E.
 - c. No access through the Deerwood Mobile Home Park shall be permitted without written approval.
10. Except as amended, modified, and / or superseded, the following BCC Condition of Approval, dated March 2, 1999, shall apply:

- a. The landscape berm shall be ten feet (10') wide by three feet (3') high and shall have a six foot (6') PVC solid fence on top.
11. Except as amended, modified, and / or superseded, the following BCC Condition of Approval, dated August 26, 1997, shall apply:
- a. A landscaped berm, ten feet (10') wide by eight feet (8') high, 80 percent opaque and irrigated, shall be placed along the southwest portion of the property.
12. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 27, 1995, shall apply:
- a. In the event that this is not a certified affordable housing project, the minimum lot size in Villages G and H shall be ½ acre.
 - b. Uses within the commercial tract shall be limited to C-1 uses only. Outside storage and/or display shall be prohibited.
 - c. Building setbacks from Old Cheney Highway shall be a minimum of 55 feet from center line or 35 feet from the right-of-way line, whichever is greater.
 - d. Building setbacks from State Road 50 shall be a minimum of 150 feet from the centerline or 50 feet from the right-of-way line, whichever is greater.
 - e. The commercial Tract fronting on Colonial Drive shall be limited to 15 acres and a maximum of 196,000 square feet.
 - f. Recreation facilities shall provide construction concurrent with each phase of development for the central park facility prior to the 600th unit.
 - g. A minimum 25 foot setback shall be provided along the perimeter of the Planned Development unless a more restrictive setback would apply.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (August 4, 2015)

Upon a motion by Commissioner Thompson, seconded by Commissioner Edwards, 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 Thomas Daly, Daly Design Group, Colonial Sunflower Planned Development (PD/LUP) – Case # CDR-14-04-107, to reclassify an existing PD parcel from “Potential Conservation” to “Parcel J”, while assigning development entitlements for up to 140 single-family attached residential units (townhomes); and further approving two (2) waivers from Orange County Code Chapter 38-79; which constituted a substantial change to the development on the described property; subject to conditions.

CDR-16-04-151



 Subject Property
 PD Boundary

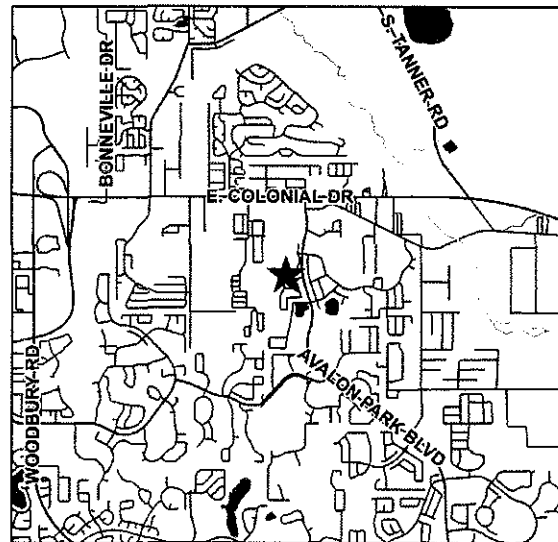


★ Subject Property

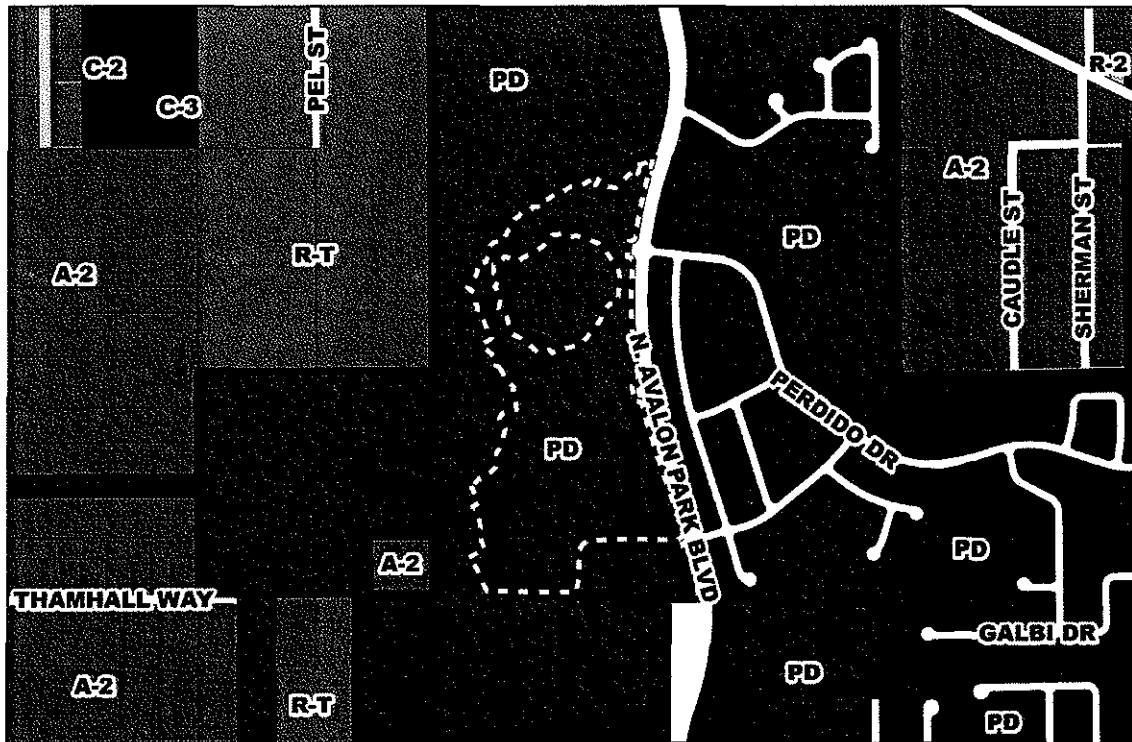
Future Land Use Map

FLUM: Low Medium Density Residential (LMDR)
APPLICANT: Matthew Gourlay, Grandville at Avalon Park, LTD
LOCATION: 525 Loyola Circle; or generally on the west side of North Alafaya Trail, north of Avalon Reserve Boulevard and south of East Colonial Drive.
TRACT SIZE: 473.97 gross acres (overall PD)
 36.21 gross acres (affected parcel only)
DISTRICT: # 4
S/T/R: 24/22/31

1 inch = 833 feet



CDR-16-04-151



Subject Property
 PD Boundary



★ Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: Matthew Gourlay, Grandville at Avalon Park, LTD

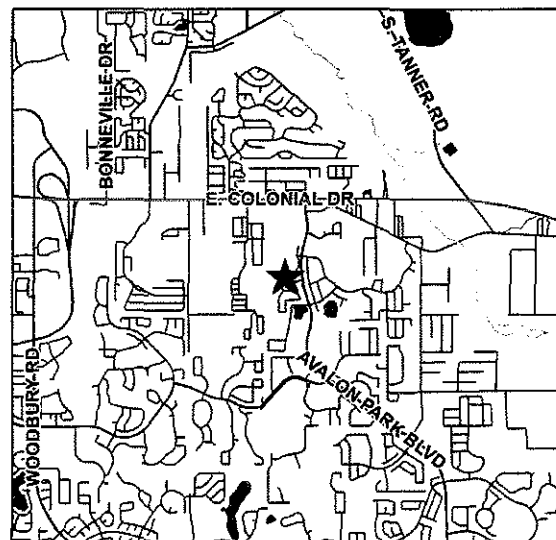
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TRACT SIZE: 473.97 gross acres (overall PD)
 36.21 gross acres (affected parcel only)

DISTRICT: # 4

S/T/R: 24/22/31

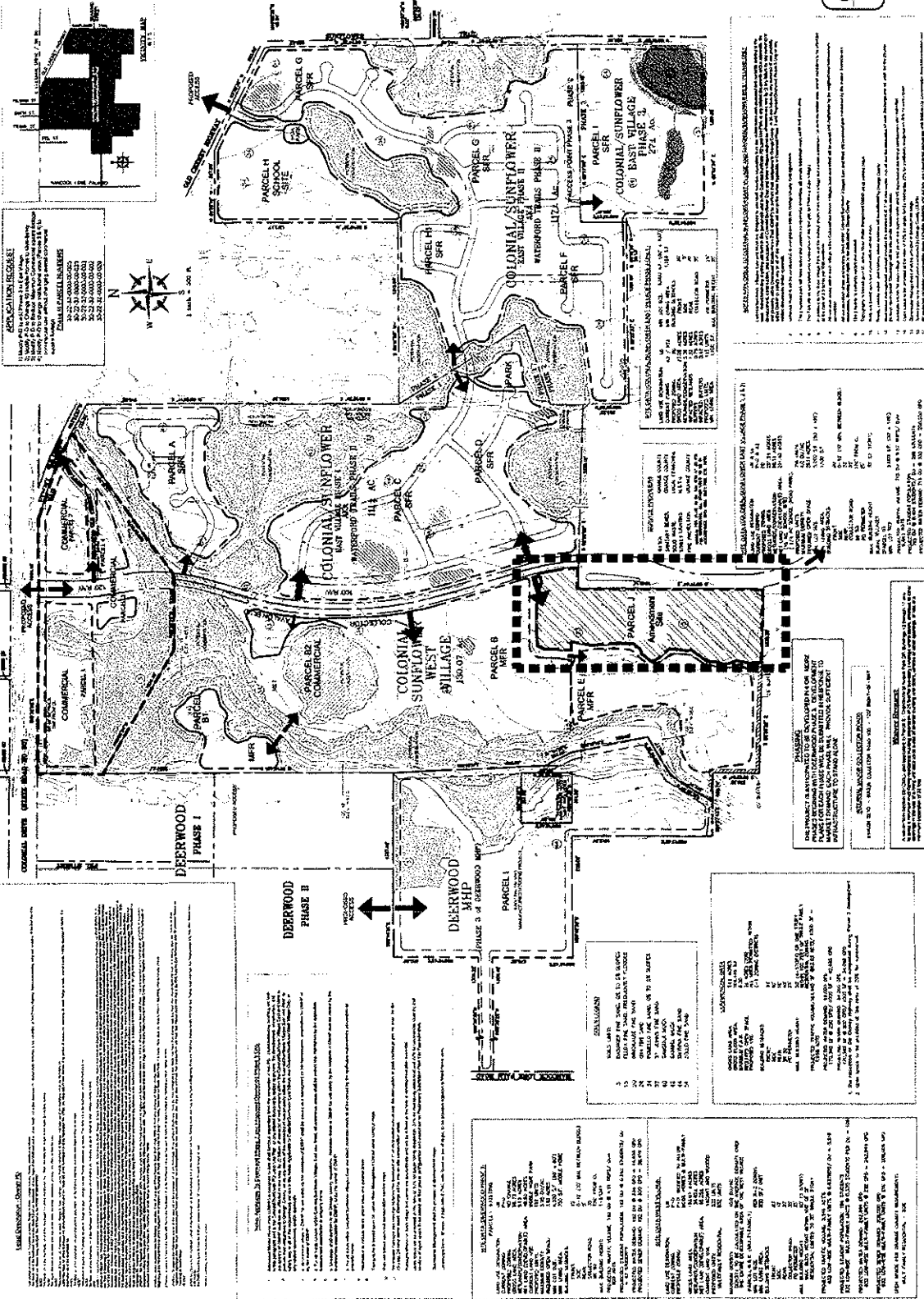
1 inch = 833 feet



Colonial Sunflower PD/LUP

Colonial Sunflower Current Approved LUP
October 2005

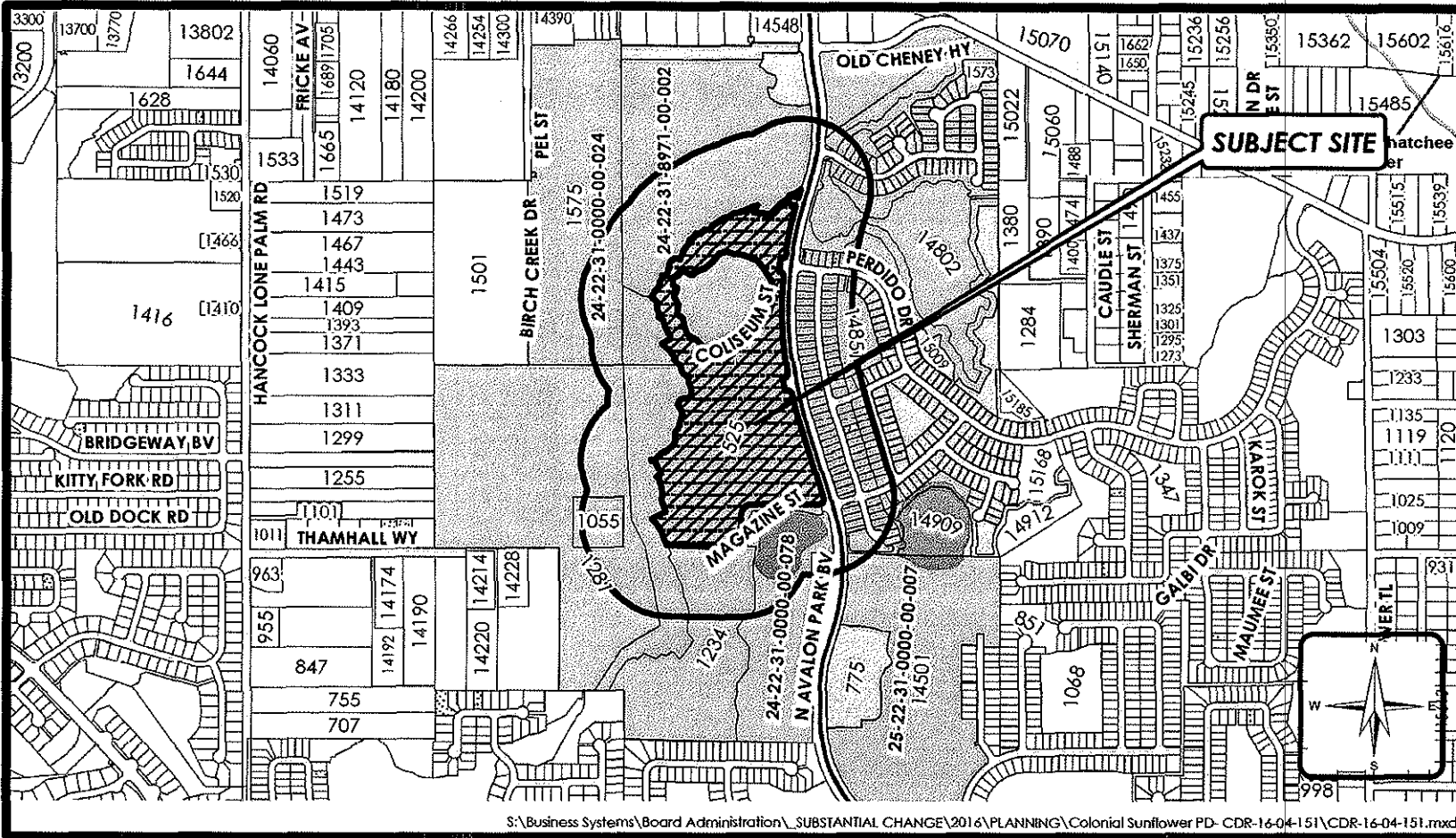
RECEIVED





Public Notification Map

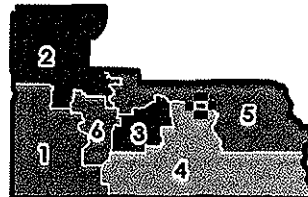
CDR-16-04-151
500FT BUFFER, 292 NOTICES



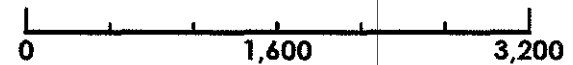
S:\Business Systems\Board Administration\SUBSTANTIAL CHANGE\2016\PLANNING\Colonial Sunflower PD- CDR-16-04-151\CDR-16-04-151.mxd

MAP LEGEND

| | | | |
|--|--------------|--|--------------------|
| | SUBJECT | | NOTIFIED PARCELS |
| | 500FT BUFFER | | ADDITIONAL PARCELS |
| | HYDROLOGY | | PARCELS |



1 inch = 1,013 feet
Feet



Notification Map

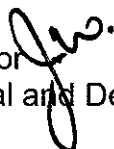
DRC Staff Report
Orange County Planning Division
BC Hearing Date: July 12, 2016



Interoffice Memorandum

June 30, 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 12, 2016 – Public Hearing
Miranda Fitzgerald, Lowndes Drosdick Doster Kantor & Reed, P.A.
Lake Austin Planned Development (PD)
Substantial Change - Case # CDR-16-01-027 / District 1

The Lake Austin Planned Development (PD) contains 210.98 acres and was originally approved on April 17, 2001. Its existing development program consists of 4,159 timeshare units, 60,000 square feet of retail commercial, and 40,000 square feet of administration uses. On March 23, 2010, the Board of County Commissioners (BCC) also approved the Grand Palisades Resort Development of Regional Impact and Development Order (DRI / DO), which contains the same 210.98 acres as the PD, but accommodates a maximum development program of 4,831 timeshare units and 60,000 square feet of ancillary retail, services, and office uses.

Through this PD substantial change, the applicant is seeking to revise the use description of "Timeshare" to "Short Term Rental" and increase those entitlements from 4,159 units to 4,831 units (*consistent with the previously approved DRI/DO*); modify project phasing dates and amount of development per phase; revise traffic generation calculations; expand list of approved recreational facilities; identify previously dedicated road right-of-way; add two (2) parcel identification numbers not previously identified; modify and renumber existing notes on the plan; add Notes 11-22, some of which transfer DRI / DO environmental and transportation conditions; and add a Master Sign Plan (MSP) with three (3) related waivers from Orange County Code.

Concurrent with the PD substantial change, the applicant is also requesting to rescind the Grand Palisades Resort DRI / DO. The "Request for Rescission" has been placed on the July 12, 2016 BCC consent agenda.

On April 27, 2016, the Orange County Development Review Committee (DRC) recommended approval of both the Lake Austin PD substantial change and the Grand Palisades Resort DRI/DO "Request for Rescission". A community meeting was not required for these requests.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Lake Austin Planned Development / Land Use Plan (PD/LUP) dated "Received April 29, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

Attachments

CASE # CDR-16-01-027

Commission District: # 1

GENERAL INFORMATION

| | |
|--------------------------|--|
| APPLICANT | Miranda Fitzgerald, Lowndes Drosdick Doster Kantor & Reed, P.A. |
| OWNERS | CXA-10 Corporation and Grande Palisades Property Holdings, LLC |
| PROJECT NAME | Lake Austin Planned Development / Land Use Plan (PD/LUP) |
| PARCEL ID NUMBERS | 30-24-27-0000-00-003*; 31-24-27-0000-00-001*; 31-24-27-0000-00-022; 31-24-27-0000-00-036; 31-24-27-0000-00-049; 31-24-27-7007-00-011; and 31-24-27-7007-00-101 (* portion of) |
| TRACT SIZE | 210.98 gross acres |
| LOCATION | West of C.R. 545 / Avalon Road, east of the Orange / Lake County line, and north of U.S. 192 |
| REQUEST | <p>A PD Substantial Change to incorporate the following changes to the PD/LUP, concurrent with a request to rescind the Grand Palisades Resort Development of Regional Impact / Development Order (DRI / DO):</p> <ul style="list-style-type: none">• <i>Revise use description of "Timeshare" to "Short Term" Rental; and increase those entitlements from 4,159 units to 4,831 units (consistent with DRI / DO);</i>• <i>Modify project phasing dates and development threshold per phase;</i>• <i>Revise traffic generation calculations;</i>• <i>Expand list of approved recreational facilities;</i>• <i>Identify previously dedicated road right-of-way;</i>• <i>Add two (2) parcel identification numbers not previously identified;</i>• <i>Modify and renumber existing notes on the plan;</i>• <i>Add Notes 11-22, some of which transfer DRI / DO environmental and transportation conditions; and</i> |

- *Add a Master Sign Plan (MSP)*

Finally, the request also includes the following sign-related waivers from Orange County Code:

1. *A waiver from Section 31.5-67(f) to allow for three additional proposed signs, in lieu of the allowed two signs based on a right-of-way frontage in excess of four hundred (400) linear feet.*
2. *A waiver from Section 38-1287(1)(b) to allow for a minimum building setback of forty (40) feet from C.R. 545, in lieu of sixty (60) feet, for the primary sign structure.*
3. *A waiver from Section 38-1287(1)(c) to allow for a minimum building setback of thirty-five (35) feet from the south property line, in lieu of forty (40) feet, for the primary sign structure.*

PUBLIC NOTIFICATION

A notification area extending beyond five hundred (500) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Seventy-two (72) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this application.

IMPACT ANALYSIS

Special Information

The Lake Austin Planned Development (PD) contains 210.98 acres and was originally approved on April 17, 2001. Its existing development program consists of 4,159 timeshare units, 60,000 square feet of retail commercial, and 40,000 square feet of administration uses. On March 23, 2010, the Orange County Board of County Commissioners (BCC) also approved the Grand Palisades Resort Development of Regional Impact and Development Order (DRI / DO), which contains the same 210.98 acres as the PD, but accommodates a maximum development program of 4,831 timeshare units and 60,000 square feet of ancillary retail, services, and office uses.

Through this PD substantial change, the applicant is seeking to revise the use description of "Timeshare" to "Short Term Rental" and increase those entitlements from 4,159 units to 4,831 units (consistent with DRI/DO); modify project phasing dates and amount of development per phase; revise traffic generation calculations; expand list of approved recreational facilities; identify previously dedicated road right-of-way; add two (2) parcel identification numbers not previously identified; modify and renumber existing notes on the plan; add Notes 11-22, some of which transfer DRI / DO environmental and transportation conditions; and add a Master Sign Plan (MSP) with three (3) related waivers from Orange County Code.

Concurrent with the PD substantial change, the applicant is also requesting to rescind the Grand Palisades Resort DRI / DO. The "Request for Rescission" has been placed on the July 12, 2016 BCC consent agenda.

Land Use Compatibility

The proposed PD substantial change would not adversely impact surrounding properties.

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Growth Center / Resort Planned Development (GC/RPD). The maximum density / intensity within a GC FLUM designation is established in the PD. The proposed PD Change Determination Request (CDR) is consistent with this FLUM designation and all other applicable provisions of the Comprehensive Plan.

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

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.

Approval of this plan does not constitute approval of a permit for the construction of a boat dock, boardwalk, observation pier, fishing pier, community pier or other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall apply for an Orange County Dock Construction Permit. Application shall be made to the Orange County Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction prior to installation.

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

Transportation / Concurrency

Upon rescission of the development, any future development will be subject to review and approval under capacity constraints of the County's Transportation Concurrency Management System. Such approval will not exclude the possibility of proportionate fair share payments and as per Section 163.3177, Florida Statutes, the applicant will be required to enter into a binding agreement with the County to mitigate any transportation concurrency deficiencies.

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 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 Lake Austin Planned Development / Land Use Plan (PD/LUP) dated "Received April 29, 2016", subject to the following conditions:

1. Development shall conform to the Lake Austin Planned Development / Land Use Plan (PD/LUP) dated "Received April 29, 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 29, 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. 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. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any

direct or indirect conservation area impacts.

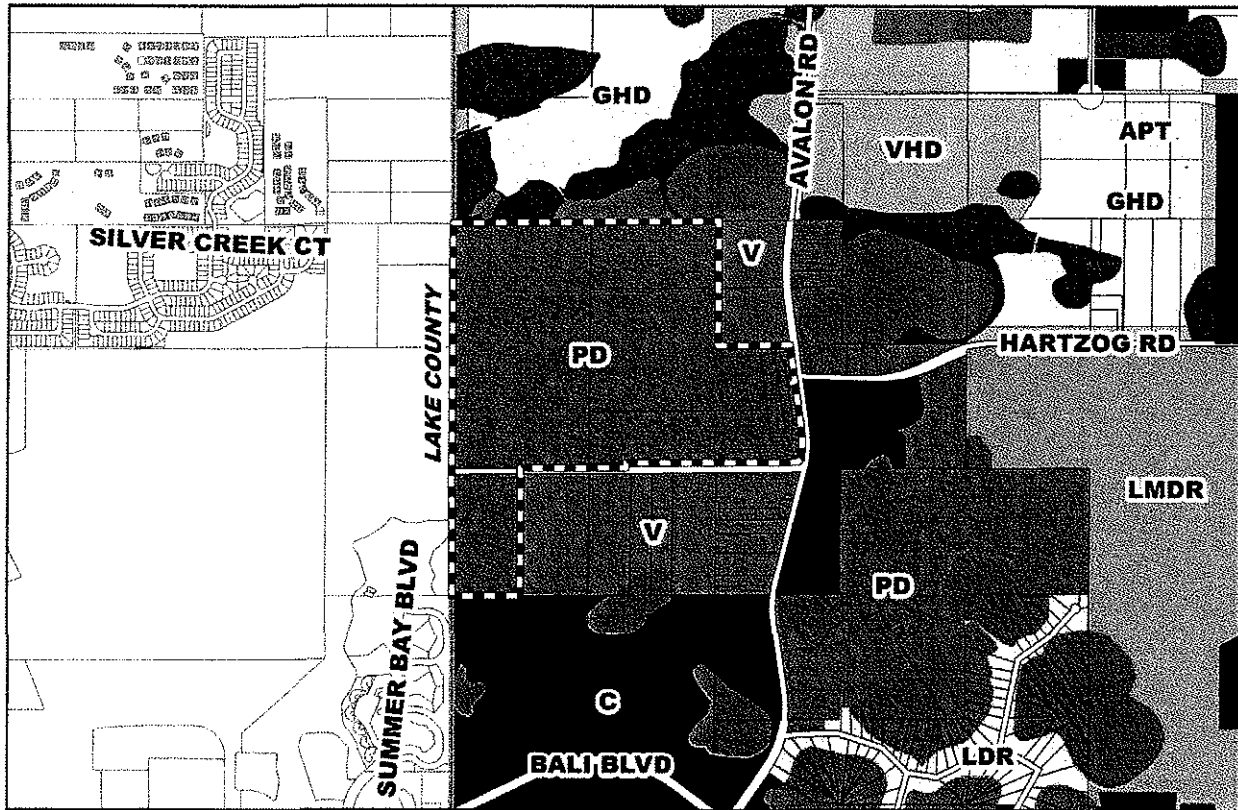
8. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
9. Approval of this plan does not constitute approval of a permit for the construction of a boat dock, boardwalk, observation pier, fishing pier, community pier or other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall apply for an Orange County Dock Construction Permit. Application shall be made to the Orange County Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction prior to installation.
10. 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.
11. 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.
12. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code, unless otherwise waived.
13. Outside sales, storage, and display shall be prohibited.
14. Length of stay shall not exceed 180 days.
15. Permitting of any development on this site will be subject to review and approval under the capacity constraints of the county's Transportation Concurrency Management System and an approved capacity encumbrance letter will be required prior obtaining a building permit.
16. The following waivers from Orange County Code are granted:
 - a. A waiver from Section 31.5-67(f) to allow for three additional proposed signs, in lieu of the allowed two signs based on a right-of-way frontage in excess of four hundred (400) linear feet.
 - b. A waiver from Section 38-1287(1)(b) to allow for a minimum building setback of forty (40) feet from C.R. 545, in lieu of sixty (60) feet, for the primary sign structure.
 - c. A waiver from Section 38-1287(1)(c) to allow for a minimum building setback of thirty-five (35) feet from the south property line, in lieu of forty (40) feet, for the primary sign structure.

17. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated January 26, 2010, shall apply:
- a. The Developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities.
 - b. The applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to certificate of occupancy. However, nothing in this condition and nothing in the decision to approve this development plan shall be construed to mean that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
 - c. No permanent school-aged children shall be generated as a result of this development.
 - d. A Tree Survey Mitigation Plan for the undeveloped property (phase two) will be required at PSP/DP submittals.
 - e. A minimum building setback of 25 feet from the PD perimeter shall be maintained.
 - f. Maximum impervious area shall be limited to 65 percent. The project shall have a minimum open space requirement of 35 percent.
18. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated October 10, 2006, shall apply:
- a. The development shall have minimum open space of 35 percent.
 - b. Phase II shall have a maximum building height of 7 stories (100 feet). Phase I shall have a maximum building height of 4 stories.
 - c. All previous conditions of approval shall apply.
19. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated March 2, 2004, shall apply:
- a. Master stormwater management, water and wastewater plans including preliminary calculations, shall be required to be submitted for review and approval prior to submission of construction plans.
 - b. The commercial component shall comply with the Commercial Design Standards Ordinance.
 - c. At the development plan stage the applicant shall demonstrate compliance with the Future Land Use Element Policies 1.2.6 through 1.2.6.10.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(January 26, 2010)*

Upon a motion by Commissioner Boyd, seconded by Commissioner Brummer, and carried with all members voting AYE by voice vote, the Board made a finding of consistency with the Comprehensive Plan; and further, approved the request by John Adams, Lake Austin Planned Development, to rezone from A-1 (Citrus Rural District), A-2 (Farmland Rural District) and PD (Planned Development District) to PD (Planned Development District), on the described property, subject to conditions.

CDR-16-01-027



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Growth Center / Resort Planned Development (GC/RPD)

APPLICANT: Miranda Fitzgerald, Lowndes Drosdick Doster Kantor & Reed, P.A.

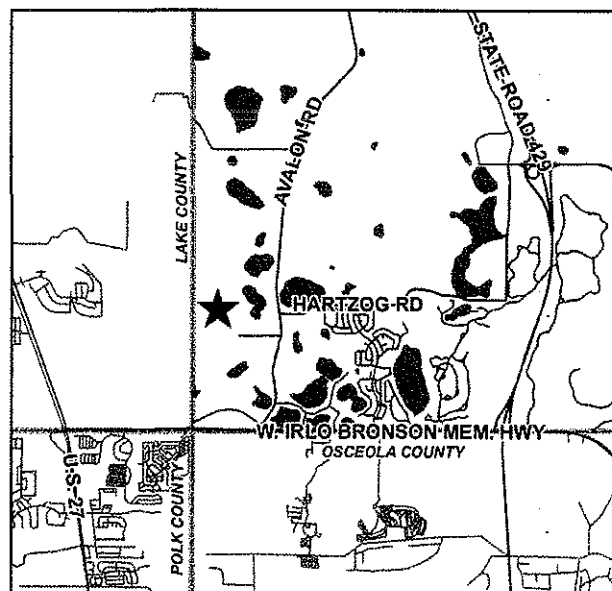
LOCATION: West of C.R. 545 / Avalon Road, east of the Orange / Lake County line, and north of U.S. 192

TRACT SIZE: 210.98 gross acres

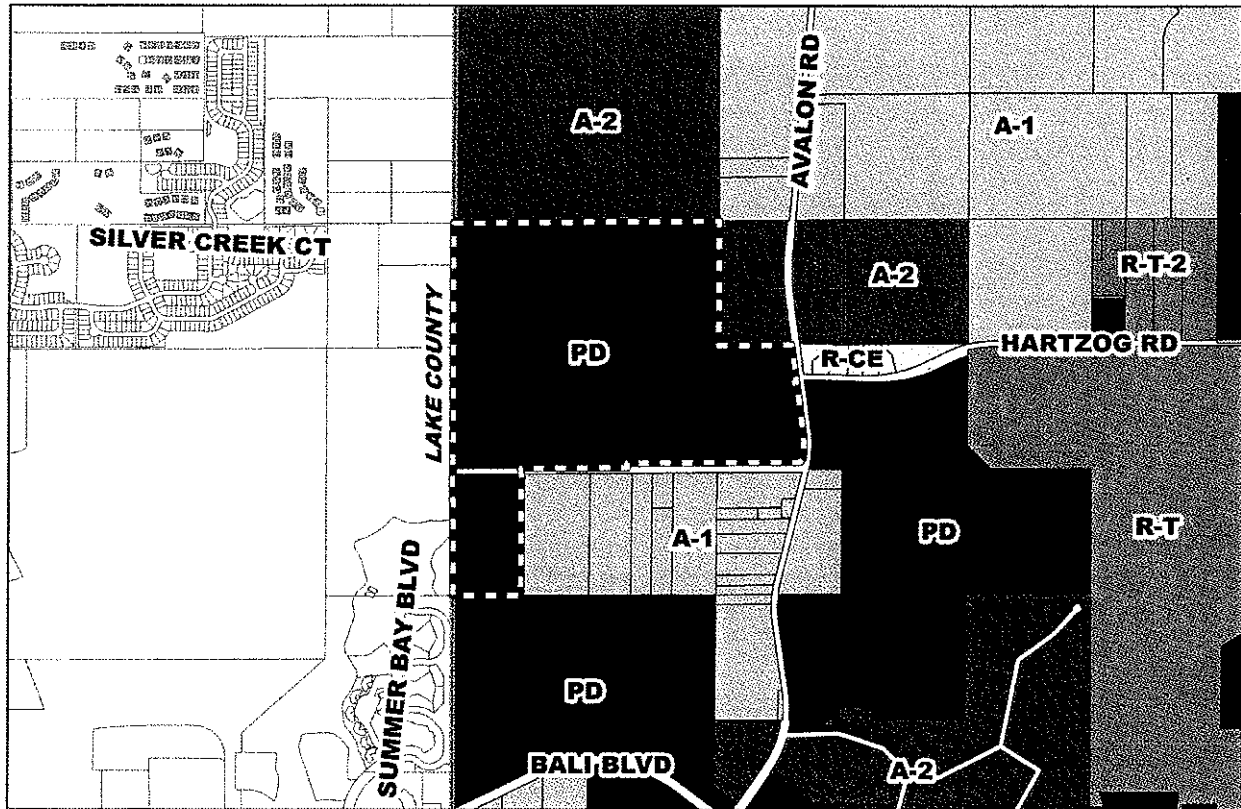
DISTRICT: # 1

S/T/R: 30/24/27, 31/24/27

1 inch = 1,667 feet



CDR-16-01-027



Subject Property



Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: Miranda Fitzgerald, Lowndes Drosdick
 Doster Kantor & Reed, P.A.

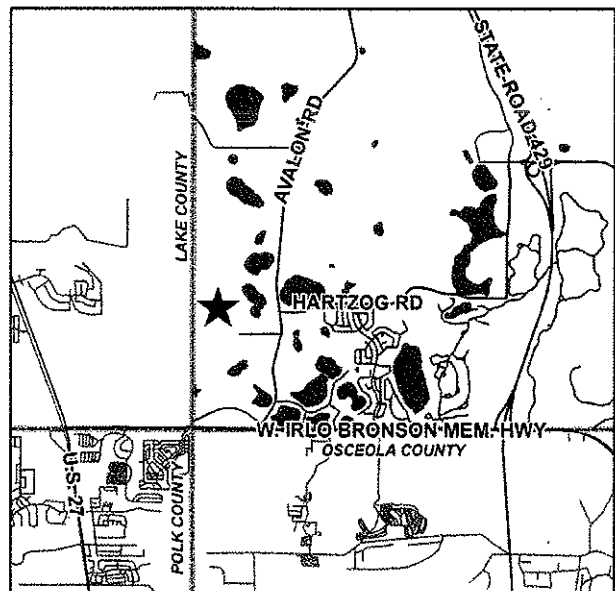
LOCATION: West of C.R. 545 / Avalon Road, east of the
 Orange / Lake County line, and north of
 U.S. 192

TRACT SIZE: 210.98 gross acres

DISTRICT: # 1

S/T/R: 30/24/27, 31/24/27

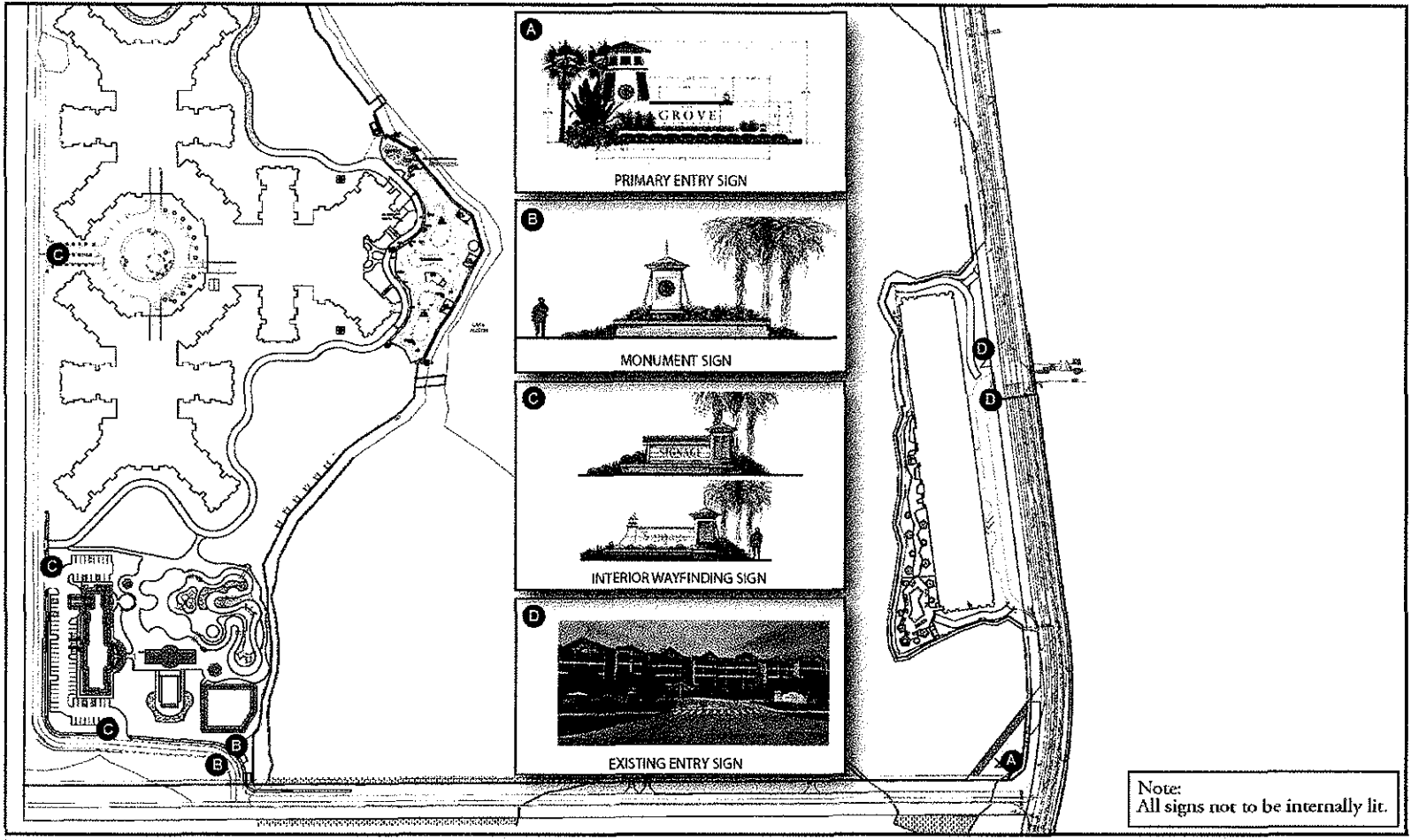
1 inch = 1,667 feet





Lake Austin PD / LUP (Master Sign Plan)

Sheet 6 of 9



OVERVIEW
 MASTER SIGN PLAN
 LAKE AUSTIN PD

PERRY | BECKER
 urban planning | landscape architecture | thematic design

3657 Magnolia Blvd., Suite 150, Orlando FL 32833 Tel: 407.960.4850 | Fax: 407.960.4851 | www.perry-becker.com

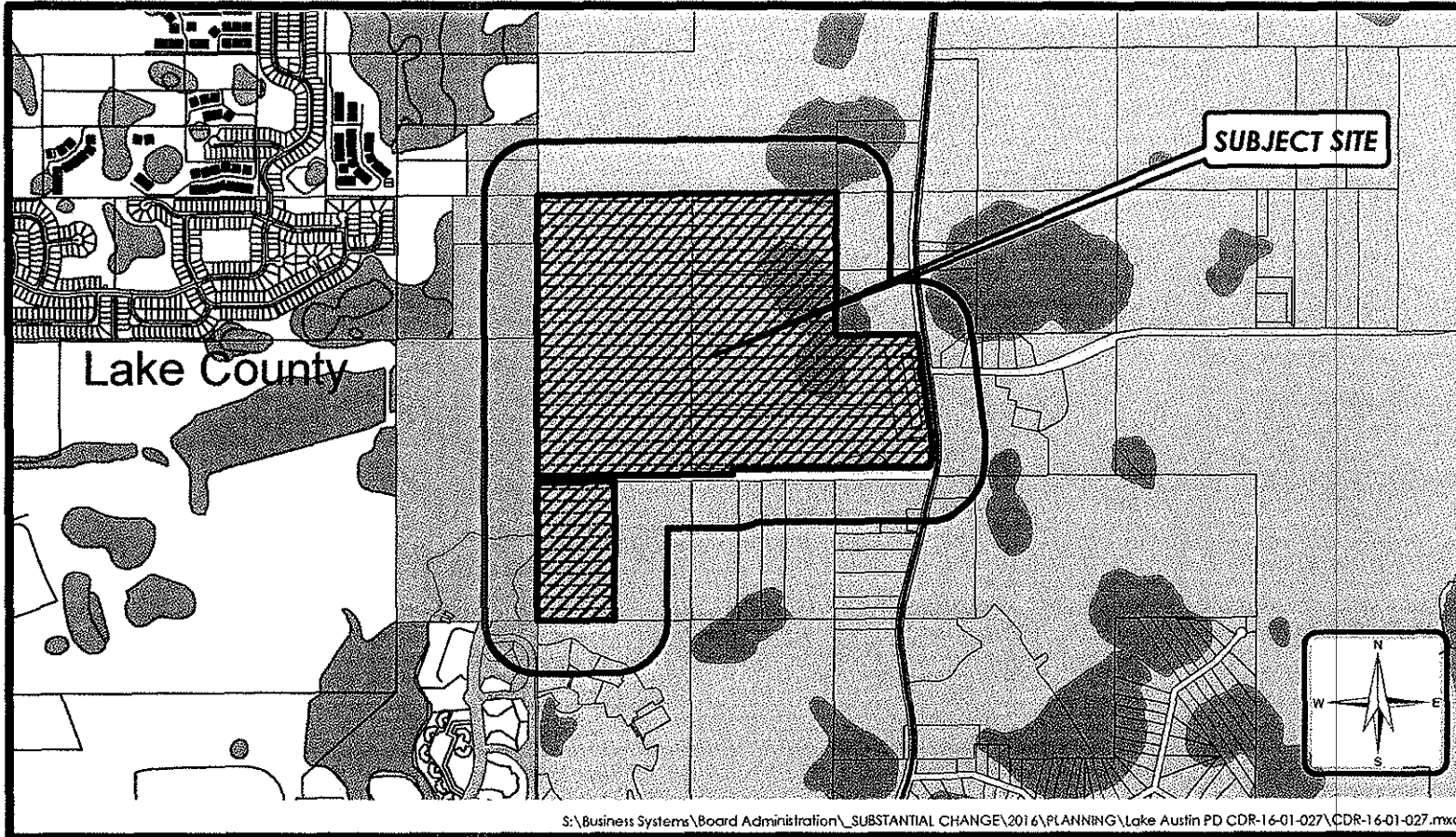
THIS DOCUMENT IS THE PROPERTY OF PERRY BECKER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC PURPOSES. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

SCALE: 1"=200'-0"
 0 100' 200' 400'
 DATE: 6/15/2016 PROJECT NUMBER: 1145.17



Public Notification Map

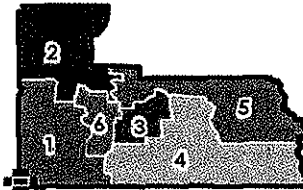
CDR-16-01-027
500 FT BUFFER, 72 NOTICES



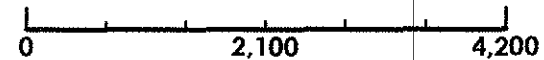
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MAP LEGEND

| | | | | | |
|--|--------------|--|----------------------|--|---------|
| | SUBJECT | | HYDROLOGY | | PARCELS |
| | 500FT BUFFER | | NOTIFIED PARCELS | | |
| | LAKE COUNTY | | ADDITIONAL SELECTION | | |



1 inch = 1,336 feet
Feet



Notification Map

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: July 12, 2016



Interoffice Memorandum

June 30, 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 12, 2016 – Public Hearing
Monica Feldman, Tricon Real Estate, Inc.
Shoppes at Lake Avenue Planned Development (PD)
Substantial Change - Case # CDR-15-10-317 / District 1

The Shoppes at Lake Avenue Planned Development (PD) contains 9.12 gross acres and is generally located on the north side of Lake Street, east of South Apopka Vineland Road. The overall PD has existing development entitlements for 85,000 square feet of retail commercial.

Through this PD Substantial Change, the applicant is seeking to incorporate a Master Sign Plan (MSP) in order to accommodate a monument sign with two (2) sign-related waivers from Orange County Code for increased copy area and height.

As summarized in the attached staff report, the substantial change received a recommendation of approval by the Development Review Committee (DRC) on March 23, 2016. A community meeting was not required for this request.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Shoppes at Lake Avenue Planned Development / Land Use Plan (PD/LUP) dated "Received May 5, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

Attachments

CASE # CDR-15-10-317

Commission District: # 1

GENERAL INFORMATION

| | |
|----------------------------|--|
| APPLICANT | Monica Feldman, Tricon Real Estate, Inc. |
| OWNER | Shoppes at Lake Avenue, Inc. |
| PROJECT NAME | Shoppes at Lake Avenue Planned Development / Land Use Plan (PD/LUP) |
| PARCEL ID NUMBERS | 15-24-28-7876-00-010; 15-24-28-7876-01-011; 15-24-28-7876-00-020; 15-24-28-7876-00-030; 15-24-28-7876-00-040; 15-24-28-7876-01-001; and 15-24-28-7876-01-002 |
| TRACT SIZE | 9.12 gross acres |
| LOCATION | 11969 S. Apopka Vineland Road; or generally located on the north side of Lake Street, east of S. Apopka Vineland Road. |
| REQUEST | <p>A PD Substantial Change to incorporate a Master Sign Plan (MSP) in order to accommodate a monument sign with the following waivers from Orange County Code:</p> <ol style="list-style-type: none">1. <i>A waiver from Section 31.5-195(1) to allow a monument ground sign as identified on the Master Sign Plan (MSP) to have a maximum copy area of one-hundred fifty (150) square feet; in lieu of a maximum copy area of ninety-six (96) square feet.</i>2. <i>A waiver from Section 31.5-195(1) to allow monument ground signs as identified on the Master Sign Plan (MSP) to have a maximum height of fifteen (15) feet; in lieu of a maximum height of eight (8) feet.</i> |
| PUBLIC NOTIFICATION | A notification area extending beyond fifteen hundred (1,500) feet was used for this application [<i>Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet</i>]. One-hundred sixteen (116) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this application. |

IMPACT ANALYSIS

Special Information

The Shoppes at Lake Avenue Planned Development (PD) contains 9.12 gross acres and is generally located on the north side of Lake Street, east of South Apopka Vineland

Road. The overall PD has existing development entitlements for 85,000 square feet of retail commercial.

Through this PD Substantial Change, the applicant is seeking to incorporate a Master Sign Plan (MSP) in order to accommodate a monument sign with two (2) sign-related waivers from Orange County Code for increased copy area and height.

Land Use Compatibility

The requested substantial change would not adversely impact any surrounding properties.

Comprehensive Plan (CP) Consistency

The Shoppes at Lake Avenue PD has an underlying Future Land Use Map (FLUM) designation of Activity Center Mixed Use (ACMU). The request is consistent with the (CP).

Rural Settlement

The subject property is not located within a Rural Settlement.

Overlay District Ordinance

The subject property is located within the Buena Vista North Overlay District.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

Environmental Protection Division (EPD) staff reviewed the request, but did not identify any issues or concerns.

Transportation / Concurrency

Transportation Planning Division staff reviewed the request, but did not identify any issues or concerns.

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 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 – (March 23, 2016)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Shoppes at Lake Avenue Planned Development / Land Use Plan (PD/LUP) dated "Received May 5, 2016," subject to the following conditions:

1. Development shall conform to the Shoppes at Lake Avenue PD Land Use Plan dated "Received May 5, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval of this land use plan and the land use plan dated "Received May 5, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners 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. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. The following waivers are hereby granted from Orange County Code:
 - a. A waiver from Orange County Code Section 31.5-195 (1) to allow monument ground sign as identified on the Master Sign Plan to have a maximum copy area of one-hundred fifty (150) square feet; in lieu of a maximum copy area of Ninety-Six (96) square feet.
 - b. A waiver from Orange County Code Section 31.5-195 (1) to allow monument ground sign as identified on the Master Sign Plan to have a maximum height of fifteen (15) feet; in lieu of a maximum copy area of Eight (8) feet.
7. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 6, 2000 shall apply:
 - a. Master water and wastewater plans including preliminary calculations shall be

approved prior to approval of construction plans.

- b. Billboards and pole signs shall be prohibited.
- c. To the extent required to comply with the consistency provisions of the Growth Management Act, the following additional conditions shall be added to the conditions of approval:
 - 1) Permitted and prohibited uses shall be those specified in Policies 1.1.3 and 1.1.6 of the International Drive Activity Center.
 - 2) If the housing linkage program is in place prior to development plan approval, the development of nonresidential development shall be conditioned upon either the development of residential units within the area designated Activity Center Residential on the Future Land Use map or the payment into the housing linkage fund.
 - 3) The development guidelines of Orange Center shall apply to the subject property if they are established prior to development plan submittal, including but not limited to lighting standards, sign regulations, open space requirements, trip reduction program, access management controls, transit access design standards, building orientation, and location of parking lots. If the foregoing guidelines are in conflict with the guidelines for the Shops of Lake Avenue as set forth herein, then the Shops of Lake Avenue guidelines shall apply.
 - 4) The property shall be required to participate in a property owners' association upon its creation.
 - 5) Stormwater management facilities shall be designed as an aesthetic feature, except where determined by the County engineer to be technically unfeasible.
 - 6) A ten-foot-wide (10') pedestrian/landscape/utility easement shall be provided along CR 435 and shall be included in the development plan.
 - 7) The development plan shall provide for interconnection of existing adjacent commercial development by either cross access easement or public right-of-way.
 - 8) Electrical distribution lines shall be underground.
 - 9) Participation in a shuttle service connecting area attractions, major transportation centers and on site development shall be required.
- d. There shall be a 20-foot setback on Lake Ruby Road, a ten-foot (10') setback on

10th street, and a ten-foot (10') setback from the southeast corner.

- e. A master stormwater drainage system shall be submitted and approved prior to construction plan approval.
- f. Prior to construction plan submittal, a developer's agreement addressing the ownership, maintenance, and landscaping of the retention system shall be approved.
- g. The following design standards shall be incorporated into this project:
 - 1) No visible flat roofs shall be permitted.
 - 2) No visible equipment on the roofs, i.e., duct work, antennas, machinery, or air conditioning units shall be permitted within 100 feet of a public right-of-way.
 - 3) Dumpsters shall be fully enclosed and hidden from view by block enclosures.
 - 4) All illumination shall be limited to nine-foot (9') candles at storefronts, gradually decreasing to two-foot (2') candles at the perimeter.
 - 5) All visible roofs shall be tile.
 - 6) Exterior lighting shall be directed away from street traffic lanes. No lights in excess of 25 feet shall be permitted.
 - 7) A comprehensive landscape plan shall be required open development plan submittal.
 - 8) Loading platforms shall be reasonably obstructed from view by landscaping.
 - 9) No overnight parking of truck or motor vehicles defined as exceeding 24-hour period; no free-standing storage-type containers, and no free-standing concession stands or building structures of less than 750 square feet shall be permitted.
 - 10) No portable blinking curbside signs shall be used anywhere on the development due to their potential hazard to traffic.
 - 11) No cellular telephone towers, microwave towers, or other transmission towers shall be permitted within the Planned Development.
 - 12) Notice of any proposed Comprehensive Plan amendment, Planned Development amendment, or development plan application shall be provided to the Dr. Phillips Preservation Association, Southwest Orange County Homeowners' Association, Emerald Forest Homeowners' Association, Diamond Cove Homeowners' Association, and Turtle Creek Homeowners'

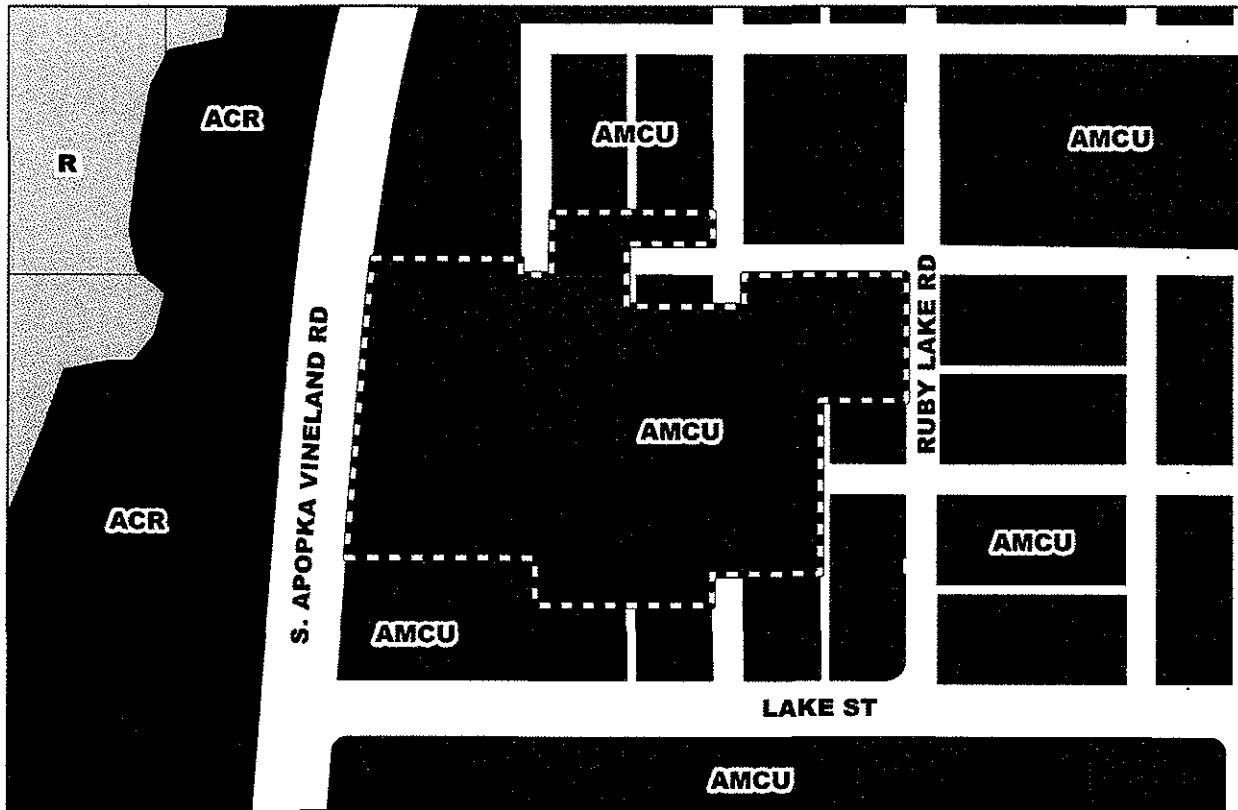
Association.

- 13) The following signage standards drawn from the Hilton Head, Longboat Key, and Sanibel Land Development Code Signage Design Standards shall be implemented:
- a) The amount of information on signs shall be no more than necessary to provide reasonable identification of the business.
 - b) The signage design shall be included in the Planned Development. The signage design must ensure that signs are similar in shape and consistent in material.
 - c) Pole signs are prohibited. Ground signs must be monument style.
 - d) Signs on the building façade may be internally lighted. However, there shall be no external neon signs. The total area of façade sign shall occupy no more than 25 percent of the area façade. Façade signs must be contained within a single wall panel, window, door, or other architectural components upon which they are placed. No façade sign shall be on or over the roof of any building.
 - e) No part of any sign shall move or give the appearance of movement or emit any sounds, odors, or visible matter such as smoke or vapor.
 - f) There shall be no billboards, "community boards," or any other form of off-site advertising.
 - g) There shall be no inflatable sign or balloons of any type.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (June 6, 2000)

Upon a motion by Commissioner Freeman, seconded by Commissioner Hoenstine, and carried with all present members voting AYE by voice vote; County Chairman Martinez was absent; the Board approved the request by C.H. Enterprises, LLC; Shoppes of Lake Avenue; to rezone Rural Country Estate (RCE) (1968) to Planned Development (PD); on the above-described property; subject to conditions.

CDR-15-10-317



 Subject Property

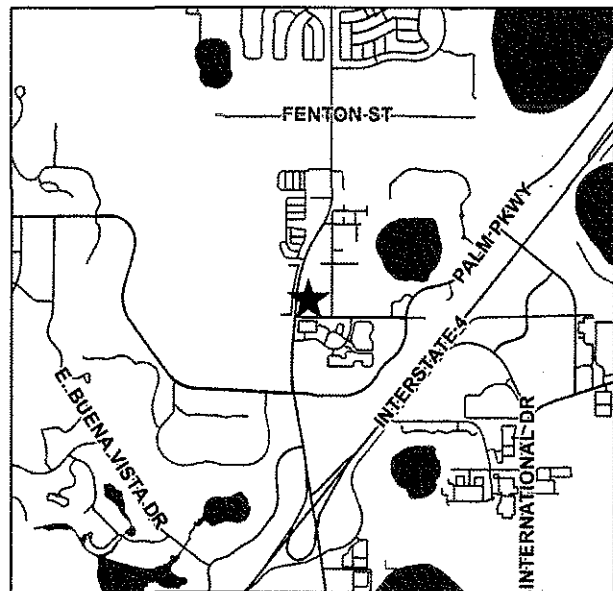


★ Subject Property

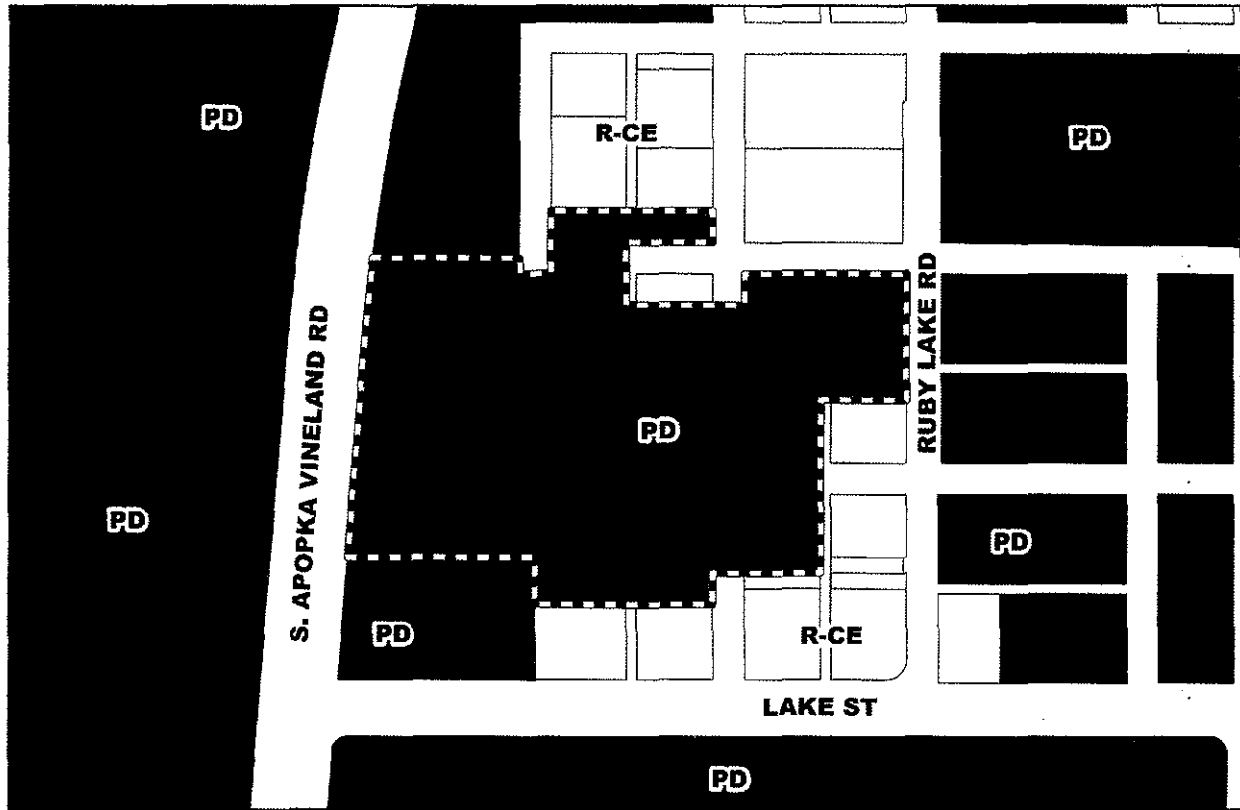
Future Land Use Map

FLUM: Activity Center Mixed Use (ACMU)
APPLICANT: Monica Feldman, Tricon Real Estate, Inc.
LOCATION: North of Lake Street, East of S. Apopka Vineland Road
TRACT SIZE: 9.12 gross acres
DISTRICT: # 1
S/T/R: 15/24/28

1 inch = 250 feet



CDR-15-10-317



Subject Property

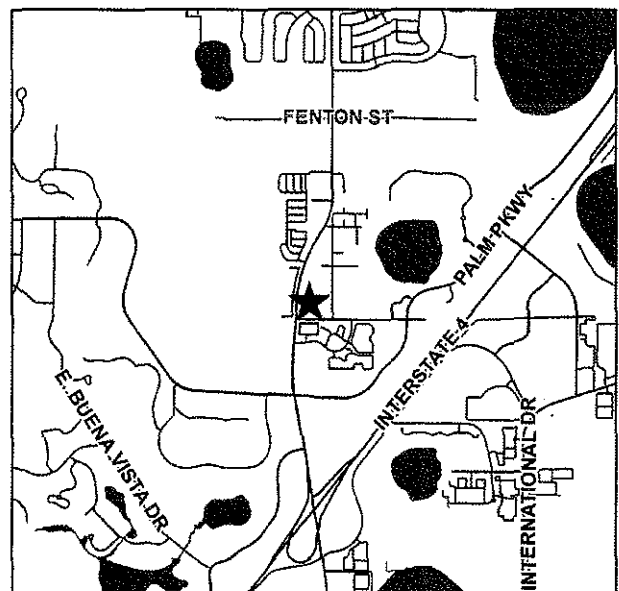


★ Subject Property

Zoning Map

ZONING: PD (Planned Development District)
APPLICANT: Monica Feldman, Tricon Real Estate, Inc.
LOCATION: North of Lake Street, East of S. Apopka Vineland Road
TRACT SIZE: 9.12 gross acres
DISTRICT: # 1
S/T/R: 15/24/28

1 inch = 250 feet



SHOPPES AT LAKE AVENUE

Case Number: "CDR-15-10-317"

Parcel Id#: 15-24-28-7876-01001, 15-24-28-7876-00020

15-24-28-7876-00030, 15-24-28-7876-00010,

15-24-28-7876-01-011, 15-24-28-7876-01-002, 15-24-28-7876-00-040

Shopping Center

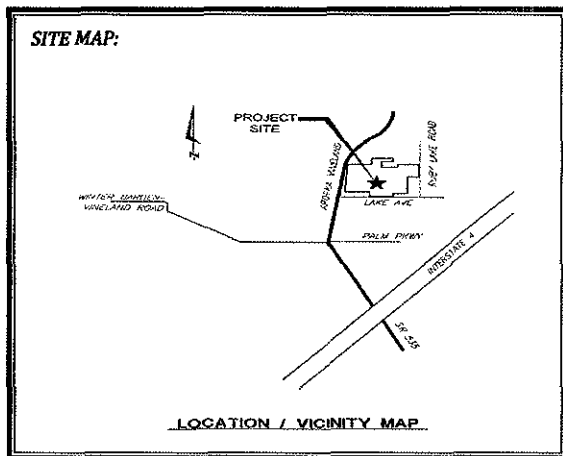
11941 - 11989 S Apopka Vineland Rd

Orlando, FL 32836

Shoppes at Lake Avenue PD/LUP (Cover Sheet)

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: July 12, 2016

10

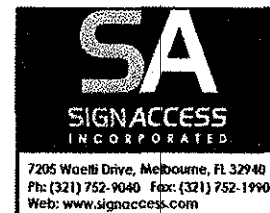


OWNER:

SITE CONTACT:

Monica Feldman
Property Manager
Phone (321) 453-5360
Fax (321) 453-3618
E-mail: monica@tricondev.com
P.O. Box 320219
Coconut Beach, FL 32932-0219

SIGN COMPANY:



RECEIVED

By The Development Review Committee (DRC) Office at 8:37 am, May 05, 2016

SHOPS OF LAKE AVENUE

General Commercial Planned Development

Land Use Plan

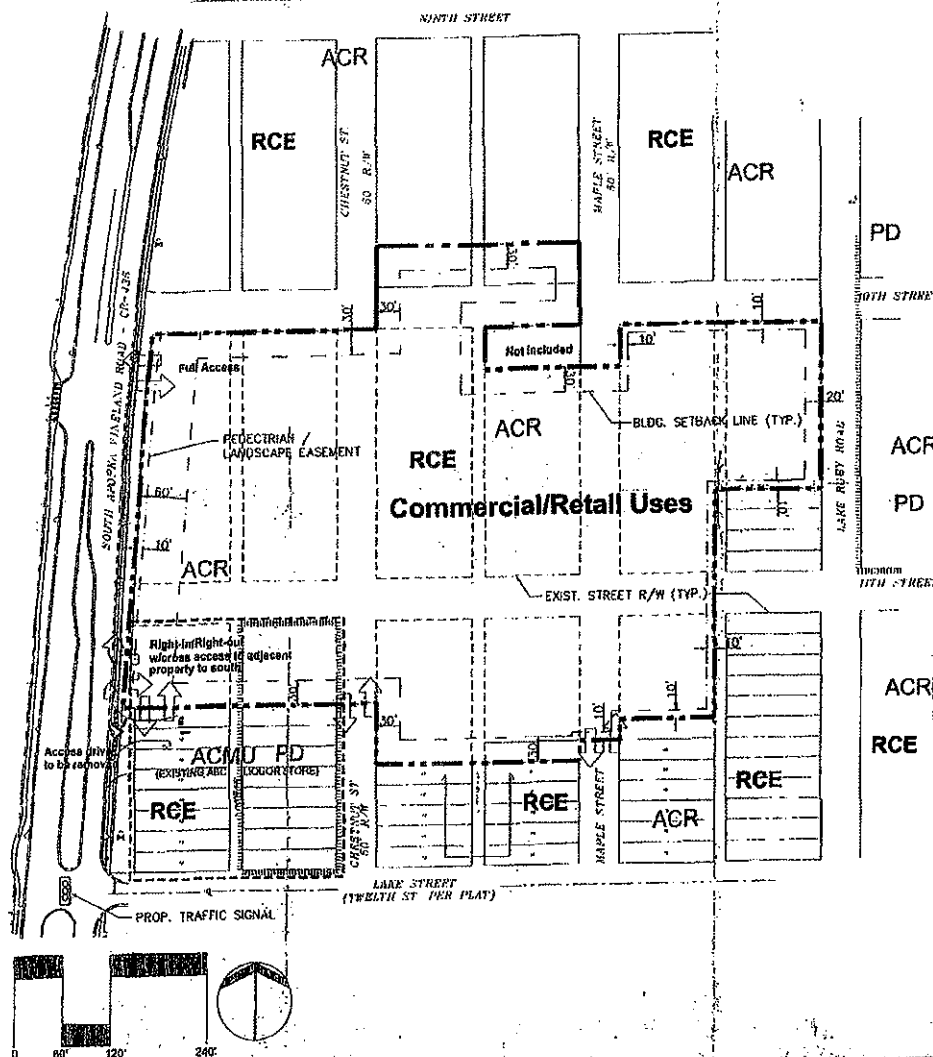
Notes

- Proposed Land Use: Retail commercial
- Gross Density: 85,000 Square Feet
- Proposed Land Use and Location: Entire site is proposed to be retail commercial
- Minimum Lot Size: Not applicable
- Number of Units: 85,000 Square Feet
- Floor Area Ratio: Not to exceed 0.20
- Maximum Building Height: 35 feet
- Phasing: Two phases
- Water and Wastewater: Service Provider: Orange County URSes
Estimated water required = 24,500 GPD
Estimated fire flows = 2,000 GPD
Estimated wastewater generation = 21,000 GPD
- Traffic Access: As shown on plan.
2,489 estimated trips per day
Access from Agropur Vineyard Road to ABC Liquor, located south of the subject property along the western boundary of the property is to be closed and right-of-way access to the subject property with cross access to the ABC Liquor property as shown. (This proposal is made in cooperation with ABC Liquor.)
- Stormwater Management: Shall meet all Orange County Codes and applicable state and federal regulations.
- Parks and Recreation: Not applicable.
- Setbacks: As shown
- School Age Population: Not applicable.
- Maximum impervious coverage will be 70% of Gross Land Area (9.12 Ac.) = 6.38 Ac.
- Open Space will be provided as follows:
Gross Land Area = 9.12 Ac.
Existing County Pond = 2.91 Ac.
Net Land Area = 6.21 Ac.
OpenSpace Req'd @ 25% of 6.21 Ac. = 1.55 Ac.

Note: A retention / detention pond with open water and designed as an amenity with vertical walls and a decorative fountain will be provided and will qualify to meet up to 50% of the minimum open space requirement.

Legend

- Property Limits
- Future Land Use: ACNU - Activity Center Mixed Use
ACR - Activity Center Residential
- Zoning: RCE - Residential Cluster District
PD - Planned Development District
- Existing R.O.W. to be abandoned and added to the PD. Building setbacks shall be modified after R.O.W. has been abandoned.



Shoppes at Lake Avenue PD/LUP

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: July 12, 2016

Miller Biohouse Rymur
Associates, Inc.
December 1999 Sheet 201



Shoppes at Lake Avenue – Master Sign Plan (MSP) Sheet #2

SHOPPES AT LAKE AVENUE

MONUMENT SIGN MASTER PLAN PROPOSAL CURRENT ZONING: PD

Notes

*The Proposed Changes are for the sign facing Apopka Vineland Road.

The following specifications are requested:

Monument Sign:
- Height: 15 ft.
- Copy Area: 150 sq. ft.

WAIVERS REQUESTED:

The following waivers are being requested

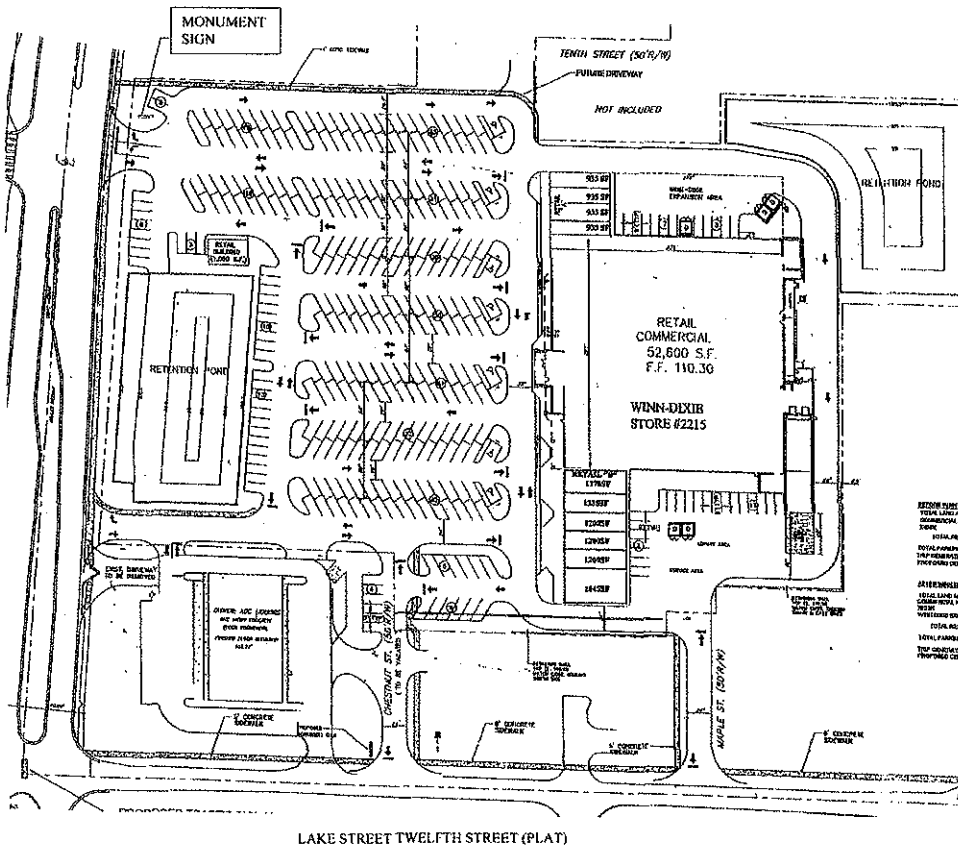
A waiver from Orange County Code Section 31.5-195(1) to allow monument ground sign as identified on the Master Sign Plan to have a maximum copy area of One-Hundred Fifty (150) Square feet; in lieu of a maximum copy area of Ninety-Six (96) square feet.

A waiver from Orange County Code Section 31.5-195(1) to allow monument ground signs as identified on the Master Sign Plan to have a maximum height of Fifteen (15) feet; in lieu of a maximum height of Eight (8) feet.

*Distance to the existing right of way line is approximately 24'3"

* The proposed Monument Sign will replace the current sign, maintaining their current location.
Monument sign #1 is facing South Apopka Vineland Road

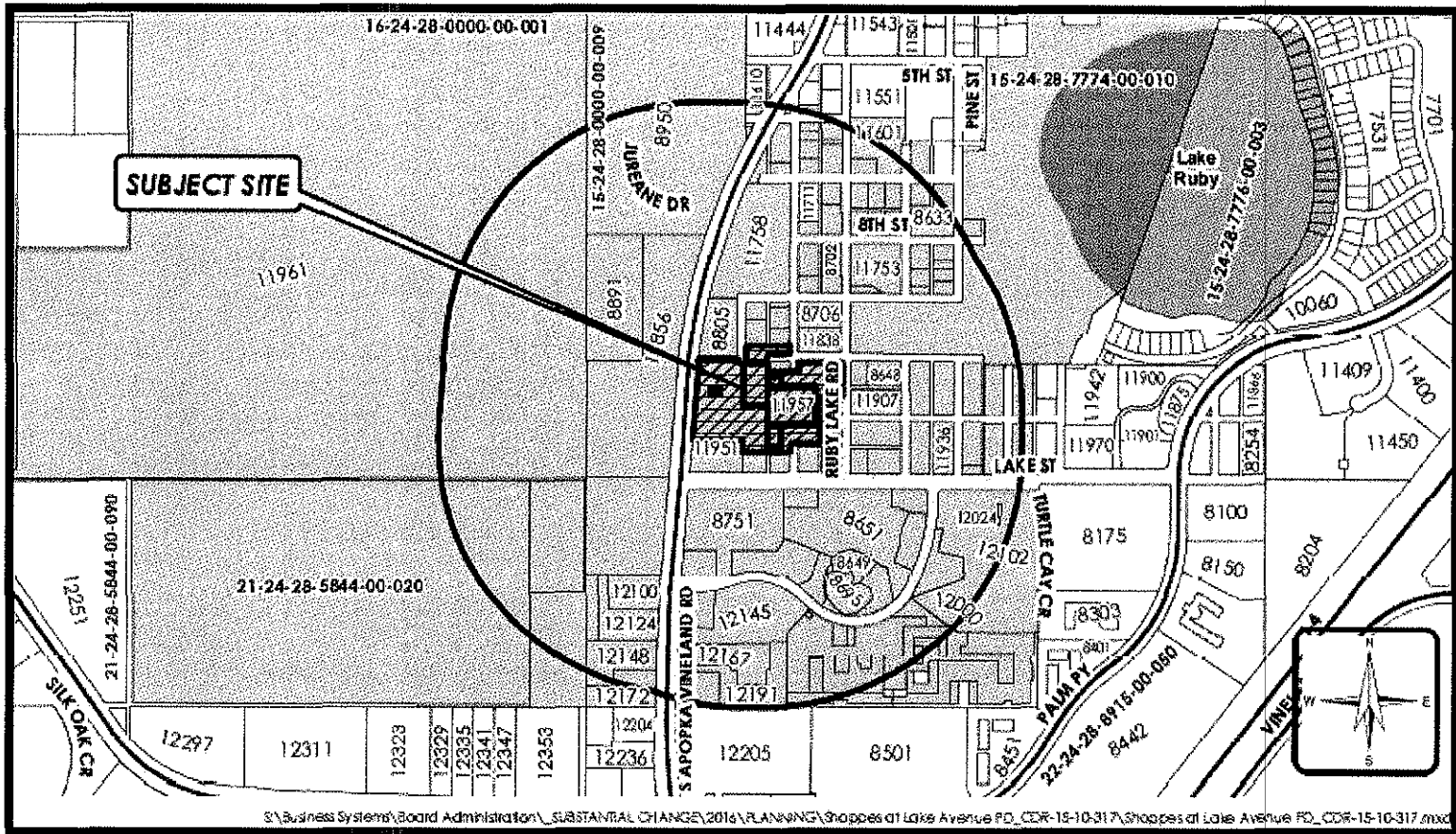
*In Accordance with Section 38-1227, any variations from county code minimum standards represented on this plan that have not been expressly approved by the BCC are invalid.





Public Notification Map

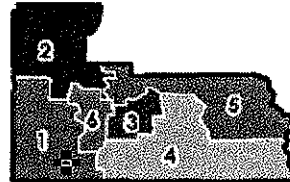
Shoppes at Lake Avenue PD_CDR-15-10-317
1500 FT BUFFER, 116 NOTICES



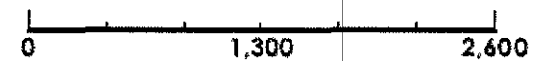
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MAP LEGEND

| | | | |
|--|----------------|--|------------------|
| | SUBJECT | | NOTIFIED_PARCELS |
| | 1500_FT_BUFFER | | PARCELS |
| | HYDROLOGY | | |



1 inch = 833 feet



Notification Map

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: July 12, 2016



Interoffice Memorandum

June 30, 2016

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: July 12, 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.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Waterleight Planned Development / Land Use Plan (PD/LUP) dated “Received April 5, 2016”, subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

Attachments

CASE # CDR-16-03-089

Commission District: # 1

GENERAL INFORMATION

| | |
|--------------------------|---|
| APPLICANT | John Prowell, VHB, Inc. |
| OWNER | DR Horton, Inc. |
| PROJECT NAME | Waterleigh Planned Development / Land Use Plan (PD/LUP) |
| PARCEL ID NUMBERS | 08-24-27-0000-00-017 and 07-24-27-0000-00-003 (<i>affected parcels only</i>) |
| TRACT SIZE | 1,485.4 gross acres (<i>overall PD</i>) 77.8 gross acres (<i>affected parcels</i>) |
| LOCATION | Generally located south of Old YMCA Road and west of State Road 429. |
| REQUEST | A PD Substantial Change to reconfigure the boundary between PD Parcels 10 and 11, revise and add access points, reduce the residential units within PD Parcel 11 from 508 to 504, and increase the residential units within PD Parcel 13 from 402 to 406. |

Additionally, the following waivers from Orange County Code, and applicable only for PD Parcels 10 and 11, have been requested:

1. *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.*
2. *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.*
3. *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.*
4. *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.

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

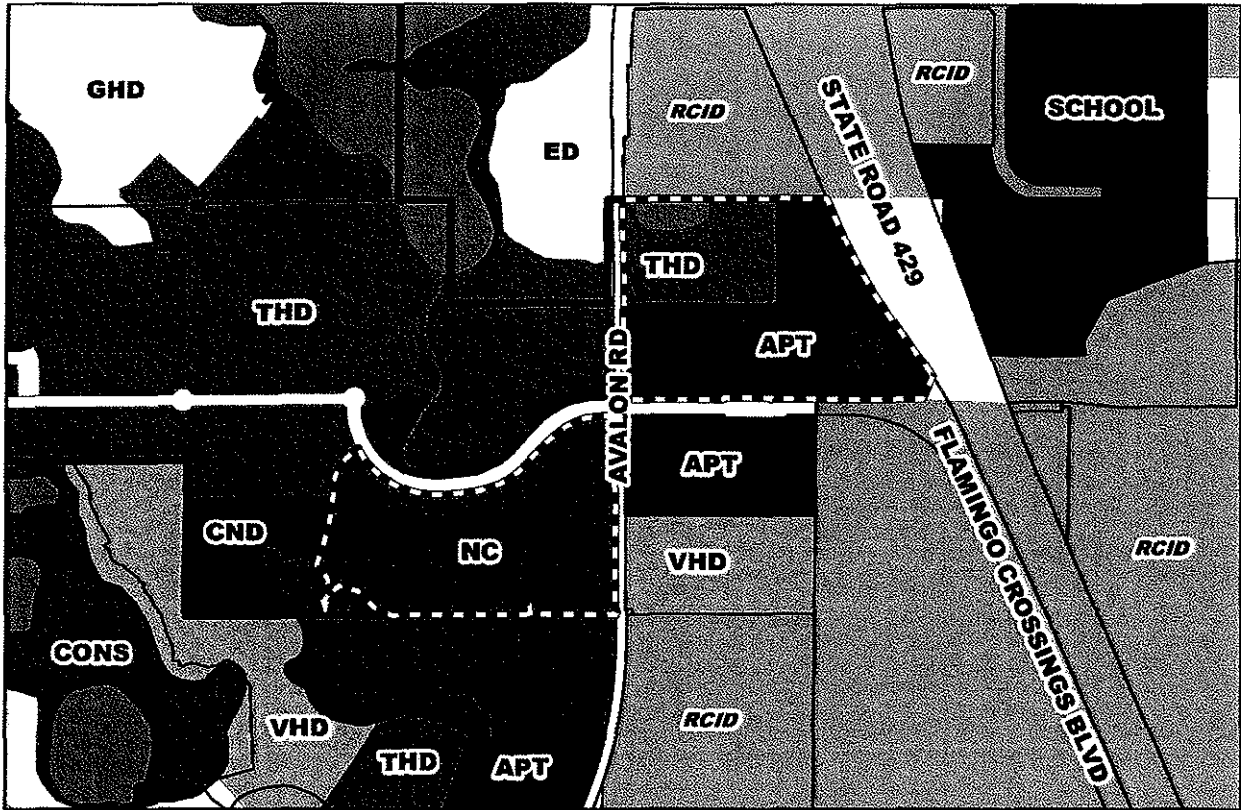
average lot size to three-thousand eight-hundred and forty (3,840) square feet for single-family lots sizes less than thirty-five (35) feet in width [and corner lots less than forty-five (45) feet in width], in lieu of four-thousand two-hundred (4,200) square feet.

- 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.

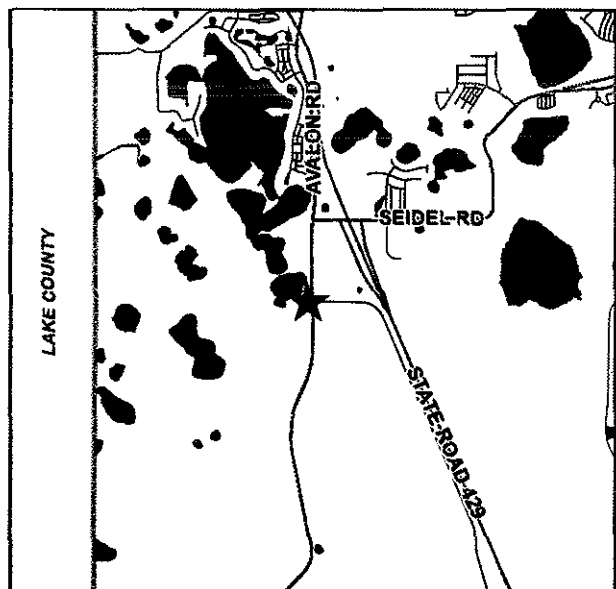
LOCATION: Generally located south of Old YMCA Road and west of Avalon Road / County Road 545

TRACT SIZE: 1,485.40 gross acres (overall PD)
 77.80 gross acres (affected parcels)

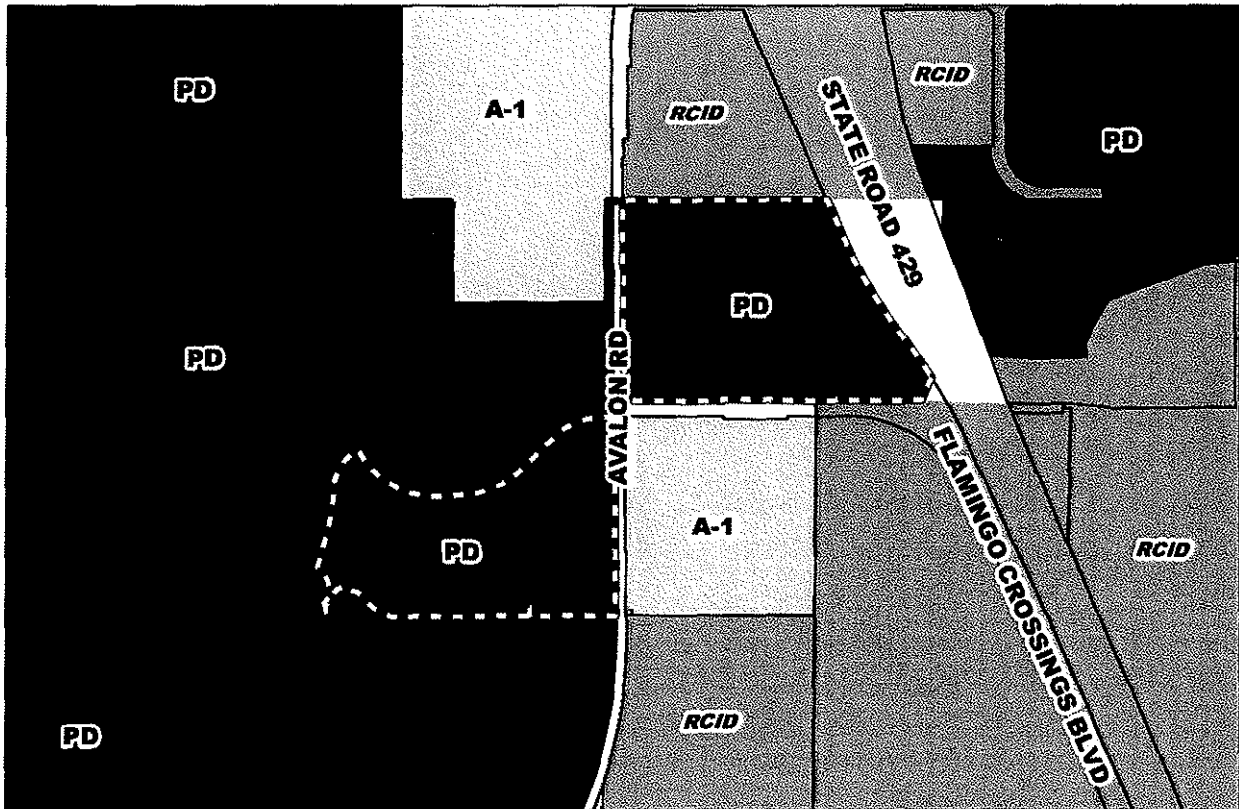
DISTRICT: # 1

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.

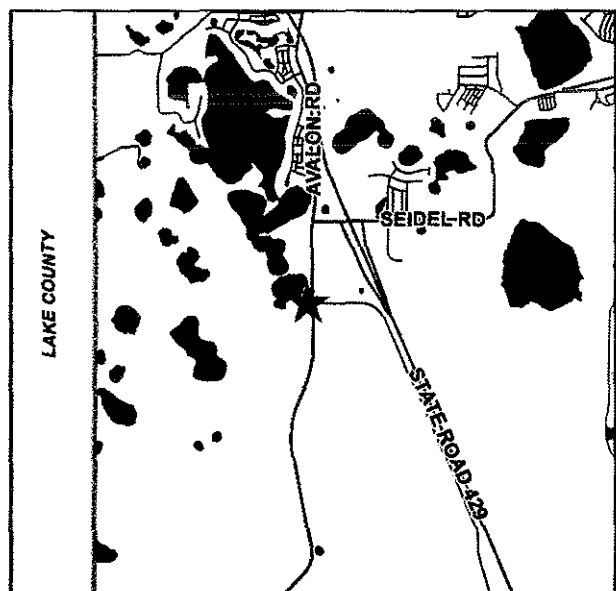
LOCATION: Generally located south of Old YMCA Road and west of Avalon Road / County Road 545

TRACT SIZE: 1,485.40 gross acres (overall PD)
 77.80 gross acres (affected parcels)

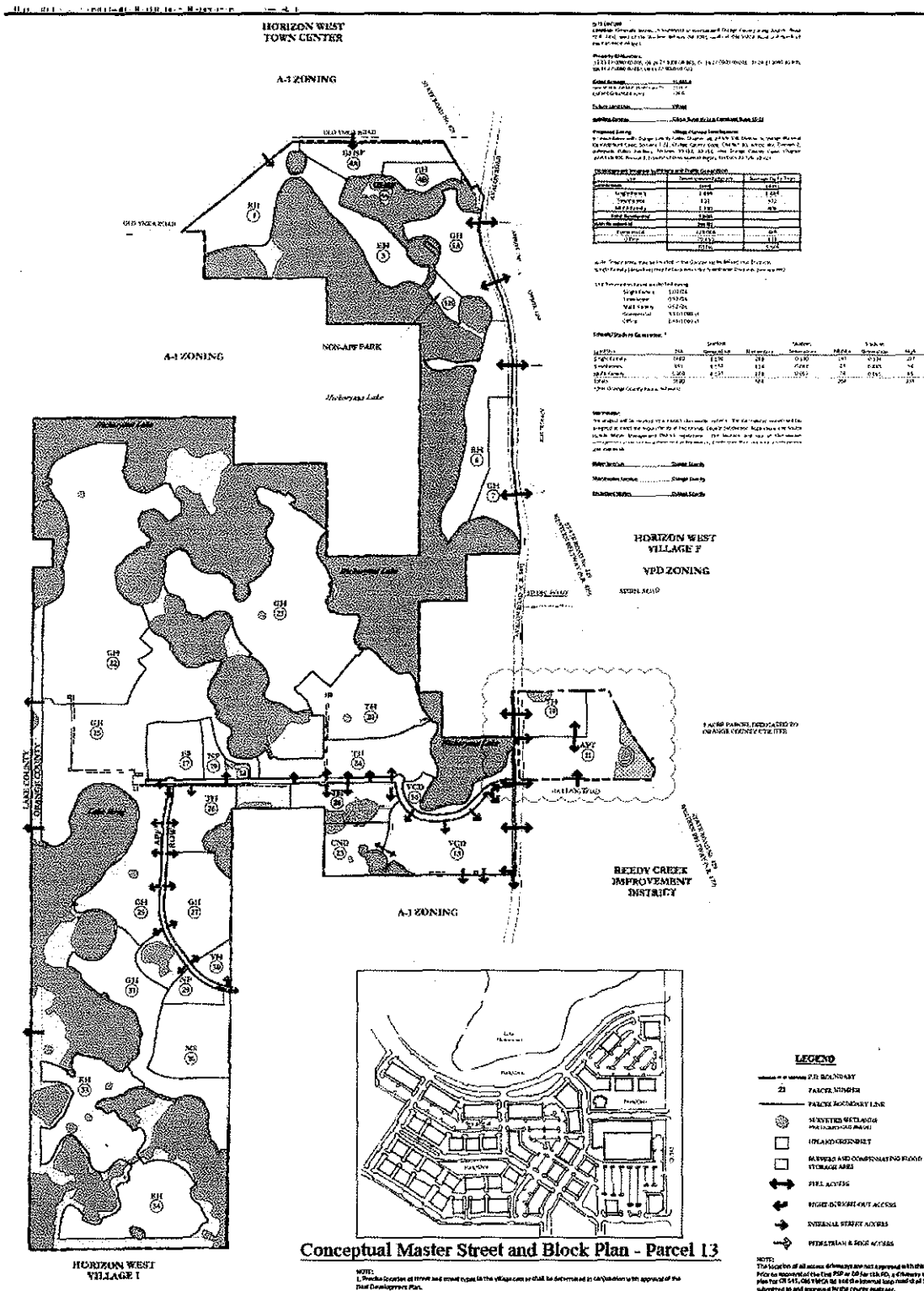
DISTRICT: # 1

S/T/R: 07/24/27, 08/24/27

1 inch = 1,000 feet



Waterleigh PD / LUP



Land Use Plan
Waterleigh Planned Development/Land Use Plan
Hickorynut Village (Village II) of Horizon West
Orange County, Florida



JUL 14, 2016 10:11 AM
 JUL 14, 2016 10:11 AM



6

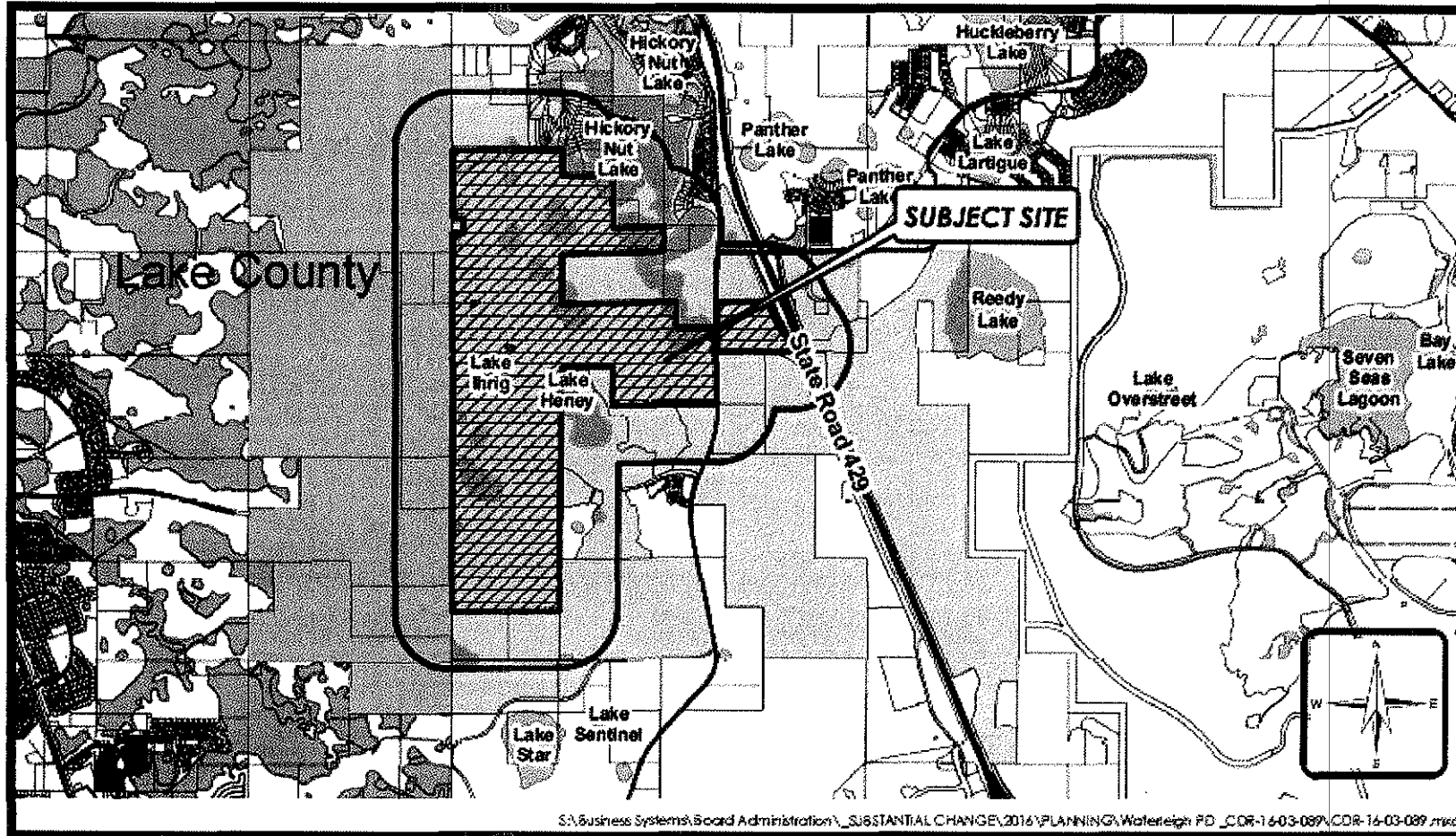


225 E. Highway 17, Suite 100
 Orlando, FL 32801
 407.439.4666 FAX 407.439.4006
 web@vib.com



Public Notification Map

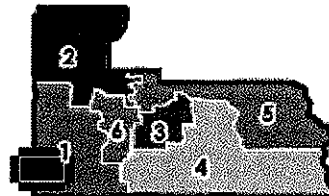
WaterleighPD_CDR-16-03-089
1500 FT BUFFER, 136 NOTICES



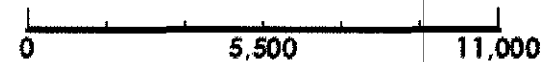
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MAP LEGEND

| | | | |
|--|---------------|--|------------------|
| | SUBJECT | | NOTIFIED PARCELS |
| | 1500FT BUFFER | | LAKE COUNTY |
| | HYDROLOGY | | PARCELS |



1 inch = 3,698 feet
Feet



Notification Map

DRC Staff Report
Orange County Planning Division
BCB Hearing Date: July 12, 2016

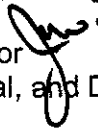


Interoffice Memorandum

July 5, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Alberto A. Vargas, MArch., Manager, Planning Division

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

SUBJECT: Adoption Public Hearings – 2015-2 Regular Cycle State-Expedited Privately-Initiated Text Amendment (Lake Pickett Study Area Policies) and 2015-2 Regular Cycle Comprehensive Plan Amendment and Concurrent Rezoning Request (The GROW PD-RP)

The 2015-2 Regular Cycle State-Expedited Privately-Initiated Text Amendment (Lake Pickett Study Area Policies) and 2015-2 Regular Cycle Comprehensive Plan Amendment and concurrent rezoning request (The GROW PD-RP) are scheduled for a BCC adoption public hearing on July 12, 2016. A binder containing the staff reports, including back-up material, has been provided under separate cover. The reports are also available under the Amendment Cycle section of the County's Comprehensive Planning webpage:

<http://www.orangecountyfl.net/PlanningDevelopment/ComprehensivePlanning.aspx>.

The two 2015-2 Regular Cycle State-Expedited Review Amendments scheduled for BCC consideration on July 12 were heard by the PZC/LPA at a transmittal public hearing on June 18, 2015, and by the BCC at a transmittal public hearing on July 28, 2015.

The 2015-2 Regular Cycle – State-Expedited Review amendments scheduled for consideration on July 12 include one privately-initiated text amendment (Lake Pickett Study Area Policies) and one privately-initiated Future Land Use Map Amendment (located in District 5), which also involves a concurrent rezoning request (The GROW PD-RP). The text amendment involves requested changes to the Goals, Objectives, and/or Policies of the Comprehensive Plan. The proposed Future Land Use Map Amendment entails a change to the Future Land Use Map for property ten acres or greater in size.

The two 2015-2 Regular Cycle – State-Expedited Review Amendments have been reviewed by Department of Economic Opportunity (DEO), as well as other state and regional agencies. On September 11, 2015, DEO issued a comment letter, which did not contain any concerns about the amendments undergoing the State-Expedited Review process. Pursuant to 163.3184, F.S., the proposed amendments must be adopted within 180 days of the comment letter. However, as additional time was needed for the consideration of these amendments, the BCC approved an agreement on June 28, 2016, to extend the 180-day adoption period to July 31, 2016. The Regular Cycle Amendments undergoing the State-Expedited Review process will become effective 31 days after DEO notifies the County that the plan amendment package is complete. These amendments are expected to become effective in August 2016, provided no challenges are brought forth for any of the amendments.

Any questions concerning this document should be directed to Alberto A. Vargas, Manager, Planning Division, at (407) 836-5802 or Alberto.Vargas@ocfl.net or Gregory Golgowski, AICP, Chief Planner, Comprehensive Planning Section, at (407) 836-5624 or Gregory.Golgowski@ocfl.net.

AAV/jmd

Enc: 2015-2 Regular Cycle State-Expedited Privately-Initiated Text Amendment (Lake Pickett Study Area Policies) and 2015-2 Regular Cycle Comprehensive Plan Amendment and Concurrent Rezoning Request (The GROW PD-RP) – BCC Adoption Binder

c: Christopher R. Testerman, AICP, Assistant County Administrator
Joel Prinsell, Deputy County Attorney
Roberta Alfonso, Assistant County Attorney
Whitney Evers, Assistant County Attorney
John Smogor, Planning Administrator, Planning Division
Gregory Golgowski, AICP, Chief Planner, Planning Division
Olan D. Hill, AICP, Chief Planner, Planning Division
Read File



Interoffice Memorandum

July 5, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Alberto A. Vargas, MArch., Manager, Planning Division

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

SUBJECT: 2016-1 Regular Cycle State-Expedited Comprehensive Plan Amendment
(Sustany)
Board of County Commissioners (BCC) Transmittal Public Hearing

The 2016-1 Regular Cycle State-Expedited Comprehensive Plan Amendment (Sustany) is scheduled for a BCC transmittal public hearing on July 12, 2016. This amendment was heard by the Local Planning Agency (LPA) at a transmittal public hearing held on April 21, 2016.

A binder containing the staff reports, including back-up material, has been provided under separate cover. The reports are also available under the **Amendment Cycle** section of the County's Comprehensive Planning webpage:

<http://www.orangecountyfl.net/PlanningDevelopment/ComprehensivePlanning.aspx>

The Regular Cycle includes one privately-initiated map amendment (located in District 5). The proposed Future Land Use Map Amendment entails a change to the Future Land Use Map (FLUM) for property ten acres or greater in size.

Following the BCC transmittal public hearing, the proposed amendment will be transmitted to the Florida Department of Economic Opportunity (DEO) and other State agencies for review and comment. Staff expects to receive comments from DEO and/or the other State agencies in July or August 2016. Pursuant to 163.3184, Florida Statutes, the proposed amendment must be adopted within 180 days of receipt of the comment letter or Objections, Recommendations and Comments Report. The adoption hearings are tentatively scheduled for the LPA on October 20, 2016 and the BCC on November 15, 2016.

Any questions concerning this document should be directed to Alberto A. Vargas, MArch., Manager, Planning Division, at (407) 836-5802 or Alberto.Vargas@ocfl.net, or Gregory Gologowski, AICP, Chief Planner, Comprehensive Planning Section, Planning Division, at (407) 836-5624 or Gregory.Gologowski@ocfl.net.

AAV/sw

Enc: 2016-1 Regular Cycle Amendment BCC Transmittal Binder (Sustany)

c: Christopher R. Testerman, AICP, Assistant County Administrator
Joel Prinsell, Deputy County Attorney
Roberta Alfonso, Assistant County Attorney
Whitney Evers, Assistant County Attorney

John Smogor, Planning Administrator, Planning Division
Gregory Gologowski, Chief Planner, Planning Division
Olan D. Hill, AICP, Chief Planner, Planning Division
Read file