



# AGENDA

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

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**TUESDAY, MAY 24, 2016**

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

- Invocation – District 4
- Pledge of Allegiance
- Presentation of a proclamation designating May as Asian Pacific American Heritage Month
- Presentation of a proclamation designating May as Community Action Month
- Presentation of Art in the Chambers
- Public Comment\*

## **I. CONSENT AGENDA**

### **A. COUNTY COMPTROLLER**

1. Approval of the minutes of the April 5, 2016 meeting of the Board of County Commissioners. **(Clerk's Office) Page 17-68**
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 17**
3. Disposition of Tangible Personal Property as follows: **(Property Accounting) Page 17, 69**
  - a. Scrap assets

### **B. 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) Page 70-71**

**CONTINUED**

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

**TUESDAY, MAY 24, 2016**

**I. CONSENT AGENDA (Continued)**

**B. COUNTY ADMINISTRATOR (Continued)**

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) Page 72**
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) Page 73**
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) Page 74**
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) Page 75**
6. Approval and execution of Resolution 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) Page 76-89**
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) Page 90-96**
8. Approval of budget transfer #16C-0148. **(Office of Management and Budget) Page 97-98**
9. Approval of CIP amendment #16C-0150. **(Office of Management and Budget) Page 99-100**

**C. 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. The total estimated annual contract award amount is \$667,522.50. **([Administrative Services Department Facilities Management Division] Procurement Division) Page 101-104**
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. The estimated annual contract award amount is \$250,260. **([Public Works Department Roads and Drainage Division] Procurement Division) Page 105-109**

**CONTINUED**



**TUESDAY, MAY 24, 2016**

**I. CONSENT AGENDA (Continued)**

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

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. The estimated annual contract award amount is \$158,100. ([Public Works Department Roads and Drainage Division] **Procurement Division**) **Page 110-113**
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. The estimated annual contract award amount is \$175,820. ([Public Works Department Roads and Drainage Division] **Procurement Division**) **Page 114-117**
5. Approval to award Invitation for Bids Y16-1020-LC, Office Supplies, to the low responsive and responsible bidder, Office Depot, Inc. The estimated contract award amount is \$1,001,000 for a 1-year term. ([Administrative Services Department Procurement Division] **Procurement Division**) **Page 118-120**
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. The total contract award amount is \$214,750. ([Utilities Department Solid Waste Division] **Procurement Division**) **Page 121-123**
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. The total contract award amount is \$273,603. ([Public Works Department Highway Construction Division] **Procurement Division**) **Page 124-127**
8. Approval to award Invitation for Bids Y16-748-MM, Orange County Convention Center West Concourse Hall D Meeting Room Renovations, to the low responsive and responsible bidder, Axios Construction Services, LLC. The total contract award amount is \$1,191,525, inclusive of Additives 1 and 2. ([Convention Center Facility Operations Division] **Procurement Division**) **Page 128-131**
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. The total contract award amount is \$880,000. ([Convention Center Facility Operations Division] **Procurement Division**) **Page 132-135**
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. The total contract award amount is \$540,619. ([Administrative Services Department Capital Projects Division] **Procurement Division**) **Page 136-139**

**CONTINUED**

**TUESDAY, MAY 24, 2016**

**I. CONSENT AGENDA (Continued)**

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

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. The total contract award amount is \$109,870. ([Administrative Services Department Capital Projects Division] **Procurement Division) Page 140-143**
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. The total contract award amount is \$134,286. ([Administrative Services Department Facilities Management Division] **Procurement Division) Page 144-147**
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. The total contract award amount is \$598,800. ([Administrative Services Department Capital Projects Division] **Procurement Division) Page 148-151**
14. Ratification of Purchase Order M78725, Renaissance Senior Center Chiller Replacement, with Mechanical Services of Central Florida, Inc. in the amount of \$107,858. ([Administrative Services Department Facilities Management Division] **Procurement Division) Page 152-153**
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) Page 154-155**
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. ([Community, Environmental and Development Services Department Transportation Planning Division] **Procurement Division) Page 156-160**
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) Page 161-162**
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) Page 163-164**

**CONTINUED**

**TUESDAY, MAY 24, 2016**

**I. CONSENT AGENDA (Continued)**

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

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) Page 165-166**
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) Page 167**
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) Page 168-169**
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) Page 170-171**

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

1. Approval and execution of the Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. All Districts. **(Code Enforcement Division) Page 172-174**

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

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**TUESDAY, MAY 24, 2016**

**I. CONSENT AGENDA (Continued)**

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

2. **Note: This item will be pulled to be heard with Public Hearing H.18**  
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. **Page 175-183**
3. **Note: This item will be pulled to be heard with Public Hearing H.18**  
Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Repealing Resolution 95-M-20. All Districts. **Page 184-186**
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) Page 187-198**
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) Page 199-210**

**E. FAMILY SERVICES DEPARTMENT**

1. Approval and execution of (1) 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; (2) 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 (3) 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) Page 211-232**
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) Page 233-269**

**CONTINUED**



**TUESDAY, MAY 24, 2016**

**I. CONSENT AGENDA (Continued)**

**F. 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. **Page 270-286**

**G. PUBLIC WORKS DEPARTMENT**

1. Authorization to record the plat of Oasis at Grande Pines. District 1. **(Development Engineering Division) Page 287**
2. Approval of Americans with Disabilities Act (ADA) in the Public Rights-of-Way Transition Plan April 2016. All Districts. **Page 288**
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) Page 289-306**
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) Page 307-312**
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) Page 313-316**
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) Page 317-320**
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) Page 321-324**
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) Page 325-328**
9. Approval to construct speed humps on Acadian Drive. District 3. **(Traffic Engineering Division) Page 329-331**
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) Page 332-354**

**CONTINUED**



**TUESDAY, MAY 24, 2016**

**I. CONSENT AGENDA (Continued)**

**ADDENDUM #1**

**H. 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.

**CONTINUED**

**TUESDAY, MAY 24, 2016**

**II. INFORMATIONAL ITEMS\*\***

**A. COUNTY COMPTROLLER**

1. Receipt of the following items to file for the record: **(Clerk's Office)**  
**Page 355-356**

- 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.

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

**CONTINUED**

**TUESDAY, MAY 24, 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 355-356**

- 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.

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

**CONTINUED**

**TUESDAY, MAY 24, 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 355-356**

- 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.**

**CONTINUED**

**TUESDAY, MAY 24, 2016**

**III. DISCUSSION AGENDA**

**A. 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 two firms, listed alphabetically:
  - Cribb Philbeck Weaver Group, Inc.
  - SK Consortium, Inc.**([Administrative Services Department Capital Projects Division] Procurement Division) Page 357-360**

**B. FAMILY SERVICES DEPARTMENT**

1. Community Action Division Annual Update. **(Community Action Division) Page 361**
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) Page 362**

**CONTINUED**



**TUESDAY, MAY 24, 2016**

**IV. WORK SESSION AGENDA**

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

1. International Drive Development Code. All Districts. **(Planning Division)  
Page 363**
2. Horizon West Sector Plan. **(Planning Division) Page 364-373**

**RECESS**

**TUESDAY, MAY 24, 2016**

**MEETING STARTS AT 1:30 p.m.**

**Presentation of Employee Service Awards to:**

Wanzo Galloway, Jr. (20), County Attorney, County Administration; 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), Inmate Administration, Frank A. Priola (20), Fiscal & Operational Support, Corrections; Richard V. Radin (20), Youth and Family Services, Family Services; 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 of a proclamation designating May as Haitian American Heritage Month**

## **V. RECOMMENDATIONS**

May 5, 2016 Board of Zoning Adjustment Recommendations

**CONTINUED**

**TUESDAY, MAY 24, 2016**

**VI. PUBLIC HEARINGS**

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

**A. Municipal Service Benefit Unit**

1. Pointe at Hunter's Creek, establish for retention pond(s) maintenance; District 1 (Continued from March 1, 2016 and April 5, 2016)
2. Beacon Park Boulevard First Amendment Replat, establish for retention pond maintenance(s); District 4
3. Meadow Woods Parcel 12.1 Area, amend for retention pond maintenance(s); District 4
4. Orlando Airport Park, establish for retention pond maintenance(s); District 4
5. Reserve at Sawgrass and Sawgrass Plantation Areas, amend for streetlighting; District 4
6. Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2, establish for retention pond maintenance(s); District 1
7. Village of Bridgewater Planned Development, amend for streetlighting; District 1

**B. Special Assessment Resolution**

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

√ 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, MAY 24, 2016**

**VI. PUBLIC HEARINGS (Continued)**

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

**C. Petition to Vacate**

9. Applicant: 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

**D. Land Use Plan Amendment**

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

**E. Preliminary Subdivision Plan/Development Plan**

- 11.✓ Applicant: 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)

**F. Rezoning**

- 12.✓ Applicant: Marco Manzie, Avanti Resort Expansion PD/LUP, Case # LUP-16-02-061; District 6
- 13.✓ Applicant: Richard C. Wohlfarth, Goldenrod Reserve PD/LUP, Case # LUP-15-12-391; District 3

✓ 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, MAY 24, 2016**

**VI. PUBLIC HEARINGS (Continued)**

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

**G. Substantial Change**

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

**H. Ordinance**

- 16. Enacting Orange County Code, Article XVII, Chapter 9, pertaining to Vehicle Impact Protection Requirements and Standards for Child Care Centers
- 17. Amending Orange County Code, Chapter 38, Article VIII, pertaining to Land Development and Use
- 18. Amending Orange County Code, Chapter 30, Article III relating to issuance of vertical land permits prior to platting

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

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

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

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

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





**OFFICE OF THE COMPTROLLER**

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**ORANGE  
COUNTY  
FLORIDA**

**MARTHA O. HAYNIE, CPA**  
County Comptroller  
201 South Rosalind Avenue  
Post Office Box 38  
Orlando, FL 32802  
Telephone: 407-836-5690  
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**COUNTY COMMISSION AGENDA**  
**Tuesday, May 24, 2016**

**COUNTY COMPTROLLER**

**Items Requiring Consent Approval**

1. Approval of the minutes of the April 5, 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.
3. Disposition of Tangible Personal Property

Approval is requested of the following:

- a. Scrap assets

## ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS' MEETING

Date: Tuesday, April 5, 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, Ted Edwards,  
Victoria P. Siplin  
Others Present: County Comptroller Martha Haynie as Clerk, County Administrator  
Ajit Lalchandani, County Attorney Jeffrey J. Newton, Deputy Clerk  
Katie Smith, Documents Coordinator Lakela Christian

- CALL TO ORDER, 9:10 a.m.
- INVOCATION - Pastor Stanley Murray, Mount Zion Tabernacle Church
- PLEDGE OF ALLEGIANCE
- PRESENTATION  
Proclamation designating the month of April as Sexual Assault Awareness Month
- PRESENTATION  
Proclamation designating April 22, 2016 as Earth and Arbor Day
- PRESENTATION  
Proclamation designating April 5, 2016 as National Service Recognition Day
- PUBLIC COMMENT

The following persons addressed the Board for public comment:

- Maria Bolton-Joubert
- Trevor Sorbo
- Megan Sorbo
- Chuck O'Neal
- Trini Quiroz
- Kenneth Pinson
- Steve Micciche
- Emily Bonilla
- Kai Weiken Martinez

The following materials were presented to the Board during public comment.

- Exhibit 1, from Kenneth Pinson
- Exhibit 2, from Steve Micciche
- Exhibit 3, from Steve Micciche

• COUNTY CONSENT AGENDA

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Mayor

- Deferred action on County Attorney Item 1 for consideration with public hearing for Ordinance pertaining to Taxation in Orange County, Florida, Tourism Development Plan
- Deleted Administrative Services Department Item 14
- Deferred action on Community, Environmental and Development Services Department Item 3 for consideration with public hearing for Allison M. Yurko, Bridgewater West Apartments School, Case # DRCA-15-10-312
- Deleted Community, Environmental and Development Services Department Item 5

and further, the Board approved the balance of the County Consent Agenda items as follows:

County Comptroller

1. Approval of the minutes of the February 9, 2016 and February 16, 2016, meetings 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 over expended accounts. Periods are as follows:
  - March 11, 2016, to Month 17, 2016; total of \$29,846,612.09
  - March 18, 2016, to March 24, 2016; total of \$23,977,403.64
  - March 25, 2016, to March 31, 2016; total of \$62,275,330.05.

(Finance/Accounting)

3. Disposition of Tangible Personal Property (Property Accounting)

Approval is requested of the following:

- a. Trade-in assets toward the purchase of new equipment
- b. Cannibalize and recycle assets
- c. Dispose of assets totaled by our Third Party Administrator for their salvage value

County Attorney

1. Approval and execution of Orange County, Florida and Central Florida Sports Commission, Inc. COPA America Centenario 2016 Funding Assurance Agreement.

(This item was deferred.)

County Administrator

1. Approval of the Membership and Mission Review Board's recommendations for advisory board appointments and reappointments: (Agenda Development Office)
  - A. Agricultural Advisory Board: Reappointment of Jennifer Parrish in the foliage industry representative category and Brenda Hagemeister and Hugh Dietrich, III in the equine industry representative category with terms expiring December 31, 2017.
  - B. Arts and Cultural Affairs Advisory Council: Reappointment of Sara M. Segal in the Tourist Development Council representative category with a term expiring June 30, 2017.
  - C. Building Codes Board of Adjustment and Appeals: Reappointment of Michael R. Holloway in the plumbing contractor representative category, Victor Diaz in the electrical engineer/contractor representative category, Eric O. Kleinsteuber in the architect representative category, Donald P. Graham in the structural engineer representative category, and Jamie L. Rodriguez in the consumer representative category and the appointment of Mukesh R. Joshi to succeed Anthony A. Millward in the mechanical engineer representative category with terms expiring December 31, 2017.
  - D. Citizens' Commission for Children: Reappointment of Ronita Sanders and Alger M. Studstill, Jr. in the at large representative category with terms expiring December 31, 2016.
  - E. Citizens' Review Panel for Human Services: Reappointment of Bobby L. Watson in the at large representative category with a term expiring December 31, 2018.

- F. Development Advisory Board: Reappointment of Elizabeth Badillo in the primary group representative category (developer) and Joshua L. Marinov in the secondary group representative category (general contractor) and the appointment of Leigh Newton to succeed Angie Dos Santos in the primary group representative category (HOA/residential representative) with terms expiring June 30, 2017.
  - G. Disability Advisory Board: Appointment of Kirk E. Root to succeed Mira Tanna in the at large representative category with a term expiring June 30, 2017.
  - H. Fire and Life Safety Code Board of Adjustment and Appeals: Reappointment of Peter T. Schwab in the at large representative category with a term expiring December 31, 2017.
  - I. Health Facilities Authority: Reappointment of Yvonne Holmes in the at large representative category with a term expiring December 31, 2019.
  - J. Neighborhood Grants Advisory Board: Reappointment of Desmond M. Taylor in the District 4 representative category with a term expiring June 30, 2017.
  - K. Orange County Research and Development Authority: Appointment of David L. Brewer to succeed Vanessa Littleton in the at large representative category with a term expiring August 24, 2016.
  - L. Sustainability Advisory Board: Appointment of Byron Knibbs to succeed Luz Aviles in the environmental protection, natural resources management, or sustainability practices representative category with a term expiring June 30, 2016.
2. Adoption and execution of Resolution 2016-B-04 of the Board of County Commissioners of Orange County, Florida, approving the issuance by the Orange County Health Facilities Authority of its Hospital Revenue Bonds (Orlando Health Obligated Group), in one or more series and in an aggregate principal amount not to exceed \$460,000,000 and the loan of the proceeds thereof to Orlando Health, Inc., a Florida not-for-profit corporation, and Orlando Health Central, Inc., a Florida not-for-profit corporation. (Health Facilities Authority)
  3. Approval and execution of Orange County, Florida and OrlandoX FY 2016 Grant Agreement and authorization to disburse \$20,000 as provided in the FY 2016-17 adopted budget. (Office of Economic, Trade and Tourism Development)
  4. Approval for the Orange County Sheriff's Office to spend \$2,000 from the FY 2016 Law Enforcement Trust Fund to provide an eligible contribution to Mothers Against Drunk Driving (MADD) Central Florida Chapter. (Office of Management and Budget)
  5. Approval of budget amendments #16-33, #16-34, #16-35, and #16-36. (Office of Management and Budget)
  6. Approval of budget transfer #16C-124. (Office of Management and Budget)



## Administrative Services Department

1. Approval to award Invitation for Bids Y16-156-MA, Sale of Scrap Metal Material Countywide, to the highest responsive and responsible bidder, Trademark Metal Recycling, for a 3-year revenue generating contract in the estimated amount of \$2,715,894.72. Further, authorized the Procurement Division to renew the contract for two additional one year periods. ([Administrative Services Department Facilities Management Division] Procurement Division)
2. Approval to award Invitation for Bids Y16-176-RM, Asphalt Milling and Resurfacing, to the low responsive and responsible bidders, Hubbard Construction Company in the estimated annual contract award amount of \$4,968,500, Ranger Construction Industries, Inc. in the estimated annual contract award amount of \$5,443,049.25 and Preferred Materials, Inc. in the estimated annual contract award amount of \$5,488,025. Further, authorized the Procurement Division to exercise contract option years one and two. ([Public Works Department Roads and Drainage Division] Procurement Division)
3. Approval to award Invitation for Bids Y16-183-EB, Stormwater Pond and Primary Canal Cleaning and Restoration Services, to the low responsive and responsible bidder, Adventure Environmental, Inc. in the estimated annual contract award amount of \$996,100. Further, authorized the Procurement Division to exercise contract option years one and two. The estimated contract amount includes every conceivable requirement that may arise during the performance of the contract. ([Public Works Department Stormwater Division] Procurement Division)
4. Approval to award Invitation for Bids Y16-189-PD, Animal Care Supplies, to the low responsive and responsible bidder, Merritt Veterinary Supplies, Inc., for line items 3, 5, 9, 10, 12, 19, 20, 43, 47, 48, 51, 53, 56, 62, 64, 71 and 93 for a 1-year term contract in the estimated contract award amount of \$104,061.60. Further, authorized the Procurement Division to renew the contract for four additional 1-year terms. ([Health Services Department Animal Services Division] Procurement Division)
5. Approval to award Invitation for Bids Y16-197-JS, Polyethylene Water Fittings, to the low responsive and responsible bidder, The Pipe Nipple & Supply Company, Inc., in the estimated annual contract award amount of \$373,418.20. Further, authorized the Procurement Division to renew the contract for two additional 1-year periods. ([Utilities Department Field Services Division] Procurement Division)
6. Approval to award Invitation for Bids Y16-1003-PD, Nuisance Sign Removal Services, to the low responsive and responsible bidder, Jam 5:20, Inc., for an estimated contract amount of \$131,935 for a 1-year term. Further, authorized the Procurement Division to renew the contract for four additional 1-year terms. ([Community, Environmental and Development Services Department Code Enforcement Division] Procurement Division)

7. Approval to award Invitation for Bids Y16-720-CC, Corrections – Horizons Flooring Replacement & Recreation Yard Security Screen Replacement, to the low responsive and responsible bidder, Café Construction & Development, Inc., in the total contract award amount of \$2,098,000. ([Administrative Services Department Capital Projects Division] Procurement Division)
8. Approval to award Invitation for Bids Y16-730-EB, Lake Down Sub-Basin 9 Second Generation Baffle Box, to the low responsive, and responsible bidder, Gregori Construction, Inc., in the estimated contract award amount of \$319,410. ([Public Works Department Highway Construction Division] Procurement Division)
9. Approval to award Invitation for Bids Y16-735-MM, Orange County Convention Center Oversight Pedestrian Bridge Coating Improvements, to the low responsive and responsible bidder, Viktor Construction Corp., for the total contract award amount of \$997,000 (Alternate Bid). ([Convention Center] Procurement Division)
10. Approval to award Invitation for Bids Y15-777-CH, Pine Hills Trail (Alhambra Drive to Silver Star Road) FPID 428047; FAN 8886-671-A, to the low responsive and responsible bidder, Gibbs & Register, Inc., in the estimated contract award amount of \$5,676,736. This project will be funded by the Florida Department of Transportation. (FDOT). ([Public Works Department Engineering Division] Procurement Division)
11. Approval of Purchase Order M-77506, Pro-Q Dispatch Call-Taking Software and Annual Software Maintenance & Support with Priority Dispatch Corporation in the amount of \$171,970. ([Fire Rescue Department] Procurement Division)
12. Ratification of Purchase Order M77932, Haul Rejected Recycling Materials, with T. Wayne Hill Trucking, Inc. in the estimated amount of \$226,800 for a five-month period. ([Utilities Department Solid Waste Division] Procurement Division)
13. Approval of Amendment No. 5, Contract Y13-1018, Term Contract for County-Wide Demolition, with Sunrise Systems of Brevard, Inc. in the amount of \$373,560 for a revised contract amount of \$2,740,986.50. Funds will be available upon issuance of the individual delivery orders. ([Community, Environmental and Development Services Department Code Enforcement Division] Procurement Division)
- ~~14. Approval of Contract Y16-1048-TA, Mobile Compliance Software, for the period of April 1, 2016 through January 31, 2019 with MobileGuard, at a contract award amount of \$441,000. ([Office of Accountability Information Systems and Services Division] Procurement Division)~~

(This item was deleted.)

15. Approval and execution of Notice of Reservation and authorization to disburse funds to pay recording fees and record instrument for Young Pine Community Park. District 4. (Real Estate Management Division)
16. Approval and execution of Utility Easement between The School Board of Orange County, Florida and Orange County and authorization to record instrument for Clay Springs ES OCU Permit: 14-E-067/OCU File No. 79005. District 2. (Real Estate Management Division)
17. Approval of As Is Residential Contract for Sale and Purchase between Orange County and Janet Laucer Martinez, approval and execution of County Deed from Orange County to Janet Laucer Martinez and authorization to perform all actions necessary and incidental to closing for NSP Resale – 12009 Green Emerald Ct., Orlando, FL 32837 (NCST). District 1. (Real Estate Management Division)
18. Approval of Utility Easement between Spring Isle C, LLC and Orange County and authorization to record instrument for Golden Isle BV Ext OCU Permit: 10-E-021 OCU File #: 49125. District 4. (Real Estate Management Division)
19. Approval of Conservation Easement between Lennar Homes, LLC and Orange County and authorization to record instrument for Moss Park Conservation Area Impact Permit #CAI-13-09-022. District 4. (Real Estate Management Division)
20. Approval of Temporary Drainage Easement between Lennar Homes, LLC and Orange County and authorization to record instrument for Storey Grove Ph 1A-1 (Springhill PD (Horizon West)/Springhill Ph 1 PSP Case # PSP-13-08-203). 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 16-0036	LC 16-0088	LC 16-0272	LC 16-0172	LC 16-0091
LC 16-0065	LC 16-0098	LC 16-0276	LC 16-0204	LC 16-0092
LC 16-0198	LC 16-0016	LC 16-0292	LC 16-0226	LC 16-0096
LC 16-0260	LC 16-0052	LC 16-0302	LC 16-0240	LC 16-0250
LC 16-0288	LC 16-0073	LC 16-0047	LC 15-1048	LC 16-0251
LC 16-0021	LC 16-0074	LC 16-0070	LC 16-0011	LC 16-0255
LC 16-0026	LC 16-0078	LC 16-0100	LC 16-0030	LC 16-0257
LC 16-0053	LC 16-0269	LC 16-0168	LC 16-0042	LC 16-0277

2. Approval and execution of the Orange County, Florida, Resolutions regarding Claim of Special Assessment Liens Pursuant to Section 9-278 of the Orange County Code, Property Maintenance, and approval to file Claim of Special Assessment Liens by Resolution for unsafe structures demolished by Orange County. District 6. (Code Enforcement Division)

<u>Case No.</u>	<u>Dist. #</u>	<u>Property Owner</u>	<u>Amount*</u>
A 14-0447	6	LANE MICHAEL D	\$ 5,876.52
A 14-0448	6	LANE MICHAEL D	\$ 8,235.87
A 14-0573	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SECTION TWO INC	\$ 11,433.06
A 14-0575	6	COLLADO FIORDALIZA	\$ 11,433.06
A 14-0576	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SECTION TWO INC	\$ 11,433.05
A 14-0578	6	COLLADO FIORDALIZA	\$ 11,433.04
A 14-0579	6	JOHNSON ANTHONY B	\$ 11,433.04
A 14-0580	6	GREENBAUM YEHUDA	\$ 11,977.15
A 14-0665	6	DANBOISE CHERYL S; COLLINS THERESA	\$ 6,523.03
A 15-0033	6	TAN MING MEI; TAN MING ZHUANG; TAN MING SHENG	\$ 12,851.47
A 15-0034	6	JIMENEZ MINELLI	\$ 12,851.47
A 15-0035	6	DOROTHY S RANKIN TRUST	\$ 12,851.47
A 15-0036	6	WATKINS CHRISTINE; WATKINS NATHANIEL SR; WATKINS NATHANIEL	\$ 12,851.47
A 15-0037	6	RAMOS JUAN	\$ 12,851.46
A 15-0038	6	GALLAGHER MORTGAGE CO INC	\$ 12,851.46
A 15-0039	6	BARKWATER LLC	\$ 11,427.70
A 15-0040	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SECTION TWO INC	\$ 11,778.63
A 15-0041	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SECTION TWO INC	\$ 11,307.35
A 15-0043	6	UNITED COMMUNITY DEVELOPMENT INC	\$ 11,778.63
A 15-0044	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SECTION TWO INC	\$ 11,778.63
A 15-0045	6	AKHTAR JAWAID	\$ 11,778.63
A 15-0046	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SECTION TWO INC	\$ 11,778.63
A 15-0138	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SEC TWO INC	\$ 10,001.41
A 15-0148	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SEC TWO INC	\$ 9,636.30

3. Approval and execution of School Concurrency Mitigation Agreement OC-15-036  
Project Name: Bridgewater West Apartments (a/k/a The Addison at Windermere)  
Parcel ID #: 23-23-27-8445-00-020 by The School Board of Orange County,  
Florida, Orange County, Florida, and Clarcona, Inc. District 1. (Concurrency  
Management Office)

(This item was deferred.)

4. Acceptance of Recommendation of the Environmental Protection Commission to  
approve the requests for waivers to Section 15-342(b) (terminal platform size) and  
Section 15-344(a) (side setback distance) for the Masters Condominiums, Inc.,  
Semi-Private Dock Construction Permit BD-15-10-114 with the payment of \$2,900  
to the Conservation Trust Fund within 60 days of the BCC decision date. District 1.  
(Environmental Protection Division)

- ~~5. Acceptance of Recommendation of the Environmental Protection Commission to  
approve the request for a waiver to Section 15-342(b) (terminal platform size), and  
approve the requests for variances to Section 15-343(a) (side setback) and  
Section 15-342(a) (water depth) for the Martin Krytus Dock Construction Permit  
BD-15-03-028. District 1. (Environmental Protection Division)~~

(This item was deleted.)

#### Family Services Department

1. Approval of the April 2016 Sustainable Communities Grant as recommended by  
the Neighborhood Grants Advisory Board for Oxford Moor HOA (\$5,000). District 1.  
(Neighborhood Preservation and Revitalization Division)
2. Approval of the April 2016 Neighborhood Pride Entranceway Grant as  
recommended by the Neighborhood Grants Advisory Board for Christiana Gardens  
HOA (\$2,500). District 2. (Neighborhood Preservation and Revitalization Division)
3. Approval of the April 2016 Neighborhood Pride Mini-Grant as recommended by the  
Neighborhood Grants Advisory Board for Glenwood Oaks (\$1,500). District 2.  
(Neighborhood Preservation and Revitalization Division)
4. Approval of the March 2016 Business Assistance for Neighborhood Corridors  
Program Grants for Green Day Learning Center (\$5,000), Magic Suds Car Wash  
(\$5,000), and Negril Jamaican Restaurant (\$5,000). Districts 3, 5 and 6.  
(Neighborhood Preservation and Revitalization Division)



#### Health Services Department

1. Approval and execution of the renewal Paratransit Services License for Unicare Transport Services to provide wheelchair/stretchers service. The term of this License is from April 1, 2016 through April 1, 2018. There is no cost to the County. (EMS Office of the Medical Director)

#### Public Works Department

1. Approval and execution of Agreement for Traffic Law Enforcement on Private Roads located in the gated community of Ruby Lake Phase 1 and Ruby Lake Phase 2 by and between Orange County, Florida, Pulte Home Corporation, and Jen Florida XXI, LLC. District 1.
2. Approval and execution of Utility Relocation Agreement by and between Orange County and Bellsouth Telecommunications, LLC d/b/a AT&T Florida for the relocation of utility facilities on Holden Avenue from John Young Parkway to Orange Blossom Trail. District 6. (Engineering Division)
3. Approval and execution of Project Addendum to Master Agreement by and between CSX Transportation, Inc. and Orange County, for the design of a new tub platform grade crossing surface at CSX Railroad Crossing #622329E on Titan Way, west of Currency Drive and authorization to pay \$17,500 for the preliminary engineering design. District 4. (Roads and Drainage Division)
4. Approval and execution of Project Addendum to Master Agreement by and between CSX Transportation, Inc. and Orange County, for the design of a new tub platform grade crossing surface at CSX Railroad Crossing #621691A on Central Florida Parkway, east of United Way and authorization to pay \$17,500 for the preliminary engineering design. District 4. (Roads and Drainage Division)
5. Approval to issue Change Order No. 1-PW to Contract No. Y15-792 Peppermill Pond Erosion Control Project to Construct Co, Inc. in the amount of \$55,748.33, for a revised contract amount of \$738,296.50. District 4. (Highway Construction Division)
6. Approval to construct speed humps on David Avenue. District 6. (Traffic Engineering Division)
7. Approval and execution of Second Amendment to the Homeowner's Association Agreement for Orchard Hills Subdivision Traffic Control Devices by Orchard Hills Homeowners' Association, Inc., and Orange County, Florida that provides for the Association to maintain decorative street name and traffic control signposts. District 1. (Traffic Engineering Division)

8. Approval of Traffic Control Devices and "No Parking" sign installations in Lakeview Pointe at Horizon West Phase 1. District 1. (Traffic Engineering Division)
9. Approval of Traffic Control Devices and "No Parking" sign installations in Ashlin Park Phase 1. District 1. (Traffic Engineering Division)
10. Approval of Traffic Control Devices and "No Parking" sign installations in Lakeview Pointe at Horizon West Phase 2A. District 1. (Traffic Engineering Division)
11. Approval to construct speed humps on Westland Drive and Spring Land Drive. District 6. (Traffic Engineering Division)
12. Approval of Traffic Control Devices and "No Parking" sign installations in Summerlake PD Phase 4B. District 1. (Traffic Engineering Division)
13. Approval of Traffic Control Devices and "No Parking" sign installations in Orchard Hills Phase 3. District 1. (Traffic Engineering Division)
14. Installation of a "No Parking" zone from 12:00 a.m. to 8:00 a.m. on Shawn Circle south of Kristenright Lane on the odd number address side of the road from Kristenright Lane (W) to Kristenright Lane (E); Installation of a "No Parking" zone from 12:00 a.m. to 8:00 a.m. on Shawn Circle north of Kristenright Lane on the north side of the road from Kristenright Lane (W) to 3933 Shawn Circle; and Installation of a "No Parking" zone from 12:00 a.m. to 8:00 a.m. on Shawn Circle north of Kristenright Lane on the south side of the road from 3933 Shawn Circle to Kristenright Lane (E). District 5. (Traffic Engineering Division)
15. Approval to install a "No Trucks" sign on eastbound Pine Street west of Orange Avenue approaching the railroad crossing, installation of a "Right-Turn Only" sign on eastbound Pine Street west of Orange Avenue, and installation of a "No Thru Traffic" sign on westbound Pine Street east of Orange Avenue. District 4. (Traffic Engineering Division)

#### Utilities Department

1. Approval and execution of Fifth Amendment to Memorandum of Agreement between City of St. Cloud, Tohopekaliga Water Authority, Orange County, Polk County and Reedy Creek Improvement District for Cost Sharing and Permit Compliance Coordination. All Districts.
2. Approval of Irrevocable Standby Letter of Credit No. 50209100, dated March 3, 2016, from Floridian Bank on behalf of Disposall, Inc., in favor of Orange County, for payment surety in the amount of \$250,000. All Districts. (Solid Waste Division)

• INFORMATIONAL ITEMS

County Comptroller

1. Receipt of the following items to file for the record: (Clerk's Office)
  - a. Minutes of the March 9, 2016, Meeting in the Sunshine. Commissioners Bryan Nelson and Victoria P. Siplin met via telephone conference to discuss safety concerns for students at Evans High School.
  - b. Jurisdictional Boundary Map Update in reference to:
    - Ordinance No. 2016-03, 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 E. Michigan St, East of Dickson Av, South of E Jersey Av and West of Ives Av, addressed as 1730 E Jersey Av and comprised of 0.324 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as residential low intensity, in part, and mixed use corridor medium intensity, in part, on the City's Official Future Land Use Maps; designating the property as the MU-1 medium intensity mixed use corridor district along with the traditional city overlay district, in part, and the R-2A 1-2 Family District along with traditional city overlay district, in part, 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. 2016-12, 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 E Harding St, East of S Fern Creek Ave, South of E Kaley St and West of Kasper Ct and comprised of 0.15 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as residential low intensity on the City's Official Future Land Use Maps; designating the property as the R-2A 1-2 Family District along with traditional city 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. 2015-38, 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 Curry Ford Rd, East and South of Camellia Garden Dr and West of Colton Dr, addressed as 6933 Curry Ford Rd and comprised of 44.74 acres, more or less; amending the City's adopted Growth Management Plan to designate the property as residential low intensity on the City's Official Future Land Use Maps; providing for amendment of the City's Office Land Use Maps; providing findings, amendment of the City's Boundary Description and for the amendment of

the City's Official Maps; providing for severability, correction of scrivener's errors and an effective date.

- c. City of Orlando Proposed Voluntary Annexation Requests as follows:
- Voluntary Annexation, 3604 W. New Hampshire St. - ANX2015-00015. Notice of Proposed Enactment. On March 28, 2016, the Orlando City Council will consider proposed Ordinance #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 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. 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.
  - Voluntary Annexation, 6440 Narcoossee Road - ANX2015-00018. Notice of Proposed Enactment. On March 28, 2016, the Orlando City Council will consider proposed Ordinance #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 Ben 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. 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.
- d. City of Orlando Adopted Ordinance No. 2016-11 with Exhibit A (Legal Description), Exhibit B (Annexation Map), Orlando Sentinel Notice of Proposed Enactment and Fiscal Impact Statement. Ordinance No. 2016-11 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 Tavistock Lakes Blvd., east of Lower Harden Ave., south of Lake Nona High School, and west of Narcoossee Rd., addressed as 13000 Narcoossee Rd., and comprised of 14.63 acres of land, more or less;



providing findings, amendment of the City's Boundary description, and for amendment of the City's Official Maps; providing for severability, correction of scrivener's errors, and an effective date.

- e. City of Orlando Adopted Ordinance with Exhibit A (Legal Description), Exhibit B (Annexation Map), Exhibit C (Zoning Map) and Exhibit D (Development Plan). Ordinance No. 2016-2 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 Tyson Rd., east of Narcoossee Rd., and southwest of Lake Whippoorwill, addressed as 12873 Narcoossee Rd., and comprised of 43.909 acres of land, more or less; designating the property as the planned development district on the City's Official Zoning Maps; providing a development plan and special land development regulations of the planned development district; providing for severability, correction of scrivener's errors, and an effective date.
- f. City of Orlando Adopted Ordinance with Exhibit A (Legal Description), Exhibit B (Annexation Map), and Exhibit C (Future Land Use Map) & Exhibit D (Zoning Map), Orlando Sentinel Notice of Proposed Enactment and Fiscal Impact Statement as follows:
  - Ordinance No. 2016-16 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 at the southwest corner of the intersection of S. Semoran Blvd. and Hoffner Ave., and comprised of 0.75 acres of land, more or less, amending the City's adopted Growth Management plan to designate the property as community activity center on the City's Official Future Land Use Maps; designating the property as the AC-1 district along with the aircraft noise and Semoran gateway special plan overlay districts 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. 2016-17 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 E. Michigan St., east of Mayer St., south of E. Crystal Lake Ave., and west of S. Brown Ave., and comprised of 0.161 acres of land, more or less, amending the City's adopted Growth Management plan to designate the property as Residential Low Intensity on the City's Official Future Land Use Maps; designating the property as the R-2A 1-2 Family District along with the traditional 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. 2016-19 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 northeast of Hoffner Ave. and to the west of Old Goldenrod Rd., and comprised of 1.02 acres of land, more or less,

amending the City's adopted Growth Management plan to designate the property as community activity center on the City's Official Future Land Use Maps; designating the property as the AC-1 community activity center district along with the aircraft noise overlay districts 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. 2016-8 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 Old Winter Garden Rd., east of Ferguson Dr., South of W. colonial Dr., and west of Haralson Ave., and comprised of 0.42 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 industrial-general 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.
- g. City of Orlando Ordinance with Exhibit A (Legal Description), Exhibit B (Annexation Map), and Exhibit C (Future Land Use Map) & Exhibit D (Zoning Map) and Orlando Sentinel Notice of Proposed Enactment. Ordinance No. 2016-5 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 Daubert St., east of Maltby Ave., south of Roush Ave., and west of Jamajo Blvd., and comprised of 1.88 acres of land, more or less, amending the City's adopted Growth Management plan to designate the property as Residential Low Intensity, in part, and Industrial, in part, on the City's Official Future Land Use Maps; designating the property as the R-1 One Family Residential District along with the aircraft noise overlay district, in part, and the industrial-commercial district along with the aircraft noise overlay district, in part, 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.
- h. Attached Legal Notice description regarding the Orange County Community Redevelopment Area (CRA) and Orange County OBT (Orange Blossom Trail) CRA Fiscal Year 2014-2015 Annual Report.
- i. Minutes of the November 18, 2015, Stoneybrook West Community Development District meeting.
- j. City of Ocoee Ordinance No. 2016-001 with Exhibit A (Legal Description), and Exhibit B (Location Map); (Annexation Ordinance for Daniel Ray Property), Tax Parcel ID: 30-22-28-0000-00-035, 30-22-28-0000-00-002, 30-22-28-0000-00-074; Case No. AX-08-15-55: Daniel Ray Property. Ordinance No. 2016-001, entitled: An Ordinance of the City of Ocoee, Florida, annexing into



the corporate limits of the City of Ocoee, Florida, certain real property containing approximately +/-6.95 acres located adjacent to the West 50 commercial subdivision, pursuant to the application submitted by the property owners, 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.

- k. Audit Report No. 451 – Follow-up Audit of the Orange County Community Action Division.

\*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

County Administrator

1. Legislative Update.

- OFFICIAL RECOGNIZED: Florida Representative Mike Miller
- OFFICIAL RECOGNIZED: Florida Representative Rene Plasencia

County staff presented to the Board an update regarding the 2016 Legislative session. The update included legislative agenda, additional issues, and session overview.

The following persons addressed the Board:

- Florida Representative Mike Miller
- Florida Representative Rene Plasencia
- Travis Blanton

Board discussion ensued.

• RELINQUISHED CHAIR

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

The following person addressed the Board: County Comptroller Martha Haynie

Action: None

## Administrative Services Department

1. Selection of one firm and one ranked alternate to provide Interior Design Services for Orange County Convention Center, Request for Proposals, Y16-196-MM, from the following firms listed alphabetically. Recommend the Board authorize negotiation and execution of the final contract by the Procurement Division in the estimated contract award of \$750,000 for a 3-year term with two 1-year renewals.

- Ramski & Company, Inc.
- TJNG Partners, Inc.

[(Convention Center] Procurement Division)

Motion/Second: Commissioners Clarke/Thompson

Absent: County Mayor Jacobs

AYE (voice vote): All present members

Action: The Board selected one firm, TJNG Partners, Inc., and one ranked alternate, Ramski & Company, Inc. to provide Interior Design Services for Orange County Convention Center; and further, authorized negotiation and execution of the final contract by the Procurement Division in the estimated contract award of \$750,000 for a 3-year term with two 1-year renewals, Request for Proposals Y16-196-MM.

## Utilities Department

1. Orange County Utilities Landfill Operations Update. (Solid Waste Division)

County staff presented to the Board an update regarding landfill odors. The update included a plan to reduce landfill odors over the next six months, odor source evaluation, and landfill community outreach.

### • REASSUMED CHAIR

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

Board discussion ensued.

Action: None

## County Mayor

1. Open discussion on issues of interest to the Board.

Commissioner Boyd discussed with the Board Smart Irrigation Technologies. Commissioner Boyd requested the Board of County Commissioners consider passing a resolution that would state Orange County's position and encourage potential rulemaking regarding the use of Smart Irrigation Devices. County staff provided a

presentation which included a synopsis of the study results and potential action to support implementation of the Smart Irrigation Technologies. County Mayor Jacobs directed staff to move forward in drafting a resolution for the Water Management District to revise their regulations.

Action: None

- MEETING RECESSED, 11:34 a.m.
- MEETING RECONVENED, 1:41 p.m.

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 Administrator Ajit Lalchandani, Deputy County Attorney Joel Prinsell, Senior Minutes Coordinator Craig Stopyra, Documents Coordinator Lakela Christian

- PRESENTATION

Employee Service Award to: Beth A. Jackson (20), Environmental Protection, Community, Environmental and Development Services; Mollie Jenifer Dibartolo (20), Admin Command, Jacquelyn Shawanna Jones (20), Community Corrections, Corrections; Katrena L. Riley (25), Head Start, Family Services; Larkin E. Cockram (40), Development Engineering, Public Works

- MEMBER JOINED: Commissioner Edwards

- PRESENTATION (CONTINUED)

Ivory Sneed (25), Stormwater Management, Public Works; Daniel L. Rentz (25), Water Reclamation, Linda L. Young (30), Customer Service, Utilities

- PRESENTATION

Proclamation designating the month of April as Water Conservation Month

- RECOMMENDATIONS

March 3, 2016 Board of Zoning Adjustment Recommendations

Motion/Second: Commissioners Clarke/Thompson

AYE (voice vote): All members

Action: The Board accepted the recommendations of the Orange County Board of Zoning Adjustment under the date of March 3, 2016, with the exception of and authorizing a public hearing be scheduled for Case # SE-16-01-143, Save a Life Pet Rescue, Inc.; subject to the usual right of appeal by any aggrieved party.

## March 17, 2016 Planning and Zoning Commission Recommendations

Motion/Second: Commissioners Clarke/Thompson

AYE (voice vote): All members

Action: The Board accepted the recommendations of the Orange County Planning and Zoning Commission under the date of March 17, 2016, subject to the usual right of appeal by any aggrieved party.

### • WORK SESSION AGENDA

County Administrator

#### 2. School Impact Fee Update. All Districts.

County staff presented to the Board an outline of School Impact Fees. The outline included Impact Fee background, technical study, and next steps.

Nilgun Kamp, Principal, Tindale-Oliver, presented to the Board the methodology and findings from the Orange County Schools Impact Fee Update Study.

Board discussion ensued.

The following person addressed the Board: Miranda Fitzgerald.

Board discussion ensued.

Action: None

#### 1. School Siting Regulations.

County staff presented to the Board an outline regarding School Siting Regulations. The outline included a presentation of the background, public school signage, alcohol separation requirements between businesses and public schools, regulations of charter schools, and next steps.

### • RELINQUISHED CHAIR

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

Jesma Lambert, Director of Facilities Planning, Orange County Public Schools, presented to the Board current Orange County Public School site standards for new elementary, middle and high schools along with the proposed minimum site standards based on the 1999 SREF (State Requirements for Educational Facilities) within the rural service area, the urban service area and special land use. She also provided school designs for new schools and schools that have been rebuilt.

- REASSUMED CHAIR

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

Board discussion ensued.

Eileen Fernandez, Associate General Counsel, Orange County Public Schools, presented to the Board the proposed process by Orange County Public Schools of reviewing public school sites.

Board discussion ensued.

Action: None

- PUBLIC HEARINGS

Municipal Service Benefit Unit

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

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

Consideration: Establish by resolution a Municipal Service Benefit Unit for streetlighting and 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)

- MEMBER EXITED: Commissioner Nelson

Motion/Second: Commissioners Boyd/Thompson

Absent: Commissioner Nelson

AYE (voice vote): All present members

Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for streetlighting at Pointe at Hunter's Creek, annual cost of \$88.00 per lot for streetlighting for operational expenses and administrative fees.

Motion/Second: Commissioners Boyd/Thompson

Absent: Commissioner Nelson

AYE (voice vote): All present members

Action: The Board continued the resolution establishing a Municipal Service Benefit Unit for retention pond(s) maintenance at Pointe at Hunter's Creek until May 24, 2016, at 2 p.m.

2. Chicora Crossing Boulevard – Avalon Park Village 3, establish for speed hump installation; District 4

Applicant: Frank Yokiell, Orange County Public Works Traffic Engineering  
Consideration: Establish by resolution a Municipal Service Benefit Unit for one time only speed hump(s) installation at Chicora Crossing Boulevard – Avalon Park Village 3  
Location: District 4; Parcel ID (multiple parcels); Section 5, Township 23, Range 32; Orange County, Florida (legal property description on file)

- MEMBER RE-ENTERED: Commissioner Nelson

Motion/Second: Commissioners Thompson/Clarke  
AYE (voice vote): All members  
Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for one time only speed hump(s) installation at Chicora Crossing Boulevard – Avalon Park Village 3, one time only speed hump cost of \$135.00 per lot for installation of three (3) speed humps.

3. Lake Preserve – Phase 1 and Lake Preserve – Phase 2, establish for retention pond(s) maintenance; District 4

Applicant: Brian Kittle, Meritage Homes of Florida, Inc. Developer  
Consideration: Establish by resolution a Municipal Service Benefit Unit for retention pond(s) maintenance at Lake Preserve – Phase 1 and Lake Preserve – Phase 2  
Location: District 4; Parcel ID (multiple parcels); Section 33, Township 24, Range 30; Orange County, Florida (legal property description on file)

- MEMBER EXITED: Commissioner Siplin

Motion/Second: Commissioners Thompson/Edwards  
Absent: Commissioner Siplin  
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 Lake Preserve – Phase 1 and Lake Preserve – Phase 2, annual cost of \$77.00 per lot for maintenance of retention pond(s).

4. Lakeshore Preserve Phase 1, establish for streetlighting and for retention pond(s) maintenance; District 1

Applicant: Andre Vidrine, Toll Brothers Land Development, Developer  
Consideration: Establish by resolution a Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance at Lakeshore Preserve Phase 1



Location: District 1; Parcel ID (multiple parcels); Section 5, Township 24, Range 27; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Thompson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Lakeshore Preserve Phase 1, annual cost of \$95.00 per lot for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

5. Lakeview Pointe at Horizon West Phases 1, 1B and 2A, establish for streetlighting and for retention pond(s) maintenance; District 1

Applicant: Doug Hoffman, Director of Land Development Pulte Home Corporation, Developer

Consideration: Establish by resolution a Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance at Lakeview Pointe at Horizon West Phases 1, 1B and 2A

Location: District 1; Parcel ID (multiple parcels); Section 33, Township 23, Range 27; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Thompson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Lakeview Pointe at Horizon West Phases 1, 1B and 2A, annual cost of \$140.00 per lot for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

6. Latham Park North and Latham Park South, amend for streetlighting and for retention pond(s) maintenance; District 1

Applicant: Mike Galvin, VF Horizon Investments, LLC, Developer

Consideration: Amend by resolution an existing Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance at Latham Park North and Latham Park South

Location: District 1; Parcel ID (multiple parcels); Sections 3 and 4, Township 24, Range 27; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Clarke

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Latham Park North and

Latham Park South, annual cost of \$140.00 per lot for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

7. Royal Legacy Estates and Royal Legacy Estates Tract M, amend for streetlighting and for retention pond(s) maintenance; District 1

Applicant: Doug Hoffman, Pulte Homes Corporation, Developer  
Consideration: Amend by resolution an existing Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance at Royal Legacy Estates and Royal Legacy Estates Tract M  
Location: District 1; Parcel ID (multiple parcels); Section 01, Township 24, Range 27; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Thompson

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Royal Legacy Estates and Royal Legacy Estates Tract M, annual cost of \$127.00 per lot for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

8. Sawgrass Pointe, Phase 1, establish for streetlighting and for retention pond(s) maintenance; District 4

Applicant: Ben Shoemaker, KB Home Orlando LLC, Developer  
Consideration: Establish by resolution a Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance at Sawgrass Pointe, Phase 1  
Location: District 1; Parcel ID (multiple parcels); Section 19, Township 24, Range 30; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Thompson/Boyd

Absent: Commissioner Siplin

AYE (voice vote): All present members

Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Sawgrass Pointe, Phase 1, annual cost of \$165.00 per lot for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

9. Summerlake Area, amend for streetlighting and for retention pond(s) maintenance; District 1

Applicant: Patrick Rob Bonin with Lennar Homes LLC, Michael Mosher with SLV Summerlake LLC Developer

Consideration: Amend by resolution an existing Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance at Summerlake Area  
Location: District 1; Multiple parcels and Sections, Townships, and Ranges; Orange County, Florida (legal property description on file)

• MEMBER EXITED: Commissioner Thompson

Motion/Second: Commissioners Boyd/Clarke  
Absent: Commissioners Thompson and Siplin  
AYE (voice vote): All present members  
Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Summerlake Area, annual cost of \$107.00 per lot for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

10. Summerlake Groves and Highlands at Summerlake Groves Area, establish for streetlighting and for retention pond(s) maintenance; District 1

Applicant: David Byrnes, Diana Cabrera, MI Homes of Orlando, LLC, Ed Kassik, K Hovnanian Homes, Developers  
Consideration: Establish by resolution a Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance at Summerlake Groves and Highlands at Summerlake Groves Area  
Location: District 1; Parcel ID (multiple parcels); Section 33, Township 23, Range 27; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Clarke  
Absent: Commissioners Thompson and Siplin  
AYE (voice vote): All present members  
Action: The Board adopted a resolution establishing a Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Summerlake Groves and Highlands at Summerlake Groves Area, annual cost of 141.00 for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

11. Waterleigh Phase 1A and Waterleigh Phase 1B, amend for streetlighting and for retention pond(s) maintenance; District 1

Applicant: Ben Shoemaker, DR Horton, Inc., Developer  
Consideration: Amend by resolution an existing Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance at Waterleigh Phase 1A and Waterleigh Phase 1B  
Location: District 1; Multiple parcels and Sections, Townships, and Ranges; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Nelson  
Absent: Commissioner Thompson and Siplin  
AYE (voice vote): All present members  
Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Waterleigh Phase 1A and Waterleigh Phase 1B, annual cost of \$120.00 per lot for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

#### Petition to Vacate

12. Douglas J. Wagner, on behalf of Compass Rose Corporation and Evan Rabinowitz, on behalf of Rockharbor Residential II, LLC, Petition to Vacate # 15-08-020, vacate an opened and improved variable width right-of-way; District 1

Applicant: Douglas J. Wagner, on behalf of Compass Rose Corporation and Evan Rabinowitz, on behalf of Rockharbor Residential II, LLC  
Consideration: Resolution granting Petition to Vacate # 15-08-020, vacating a portion of an opened and improved variable width right-of-way known as Seidel Road containing approximately 0.979 acres  
Location: District 1; The parcels are unaddressed; S04/T24/R27; Orange County, Florida (legal property description on file)

The County Mayor noted the applicant present, waived time to address the Board and is in concurrence with staff's recommendation.

#### • MEMBER RE-ENTERED: Commissioner Siplin

Motion/Second: Commissioners Boyd/Nelson  
Absent: Commissioner Thompson  
AYE (voice vote): All present members  
Action: The Board adopted a resolution granting Petition to Vacate # 15-08-020 vacating a portion of an opened and improved variable width right-of-way known as Seidel Road containing approximately 0.979 acres, subject to the completion of the new Seidel Road prior to final processing of the petition to vacate, on the described property.

#### Board of Zoning Adjustment Appeal

13. Cyber Outdoor, Case ZM-16-02-147, February 4, 2016; District 1

Appellant: Brad Cowherd, Agent for Cyber Outdoor  
Applicant: Cyber Outdoor  
Case: Board of Zoning Adjustment Case # ZM-16-02-147; February 4, 2016  
Consideration: Appeal of the recommendation of the Board of Zoning Adjustment of the Zoning Manager's determination that the applicant's billboard

request is subject to the West SR 50 Overlay District which prohibits the erection of billboards.

Location: District 1; property generally located South side of W. SR 50, 200 ft. east of 9th St., 1/4 mile west of Beulah St.; Orange County, Florida (legal property description on file in Zoning Division)

- MEMBER RE-ENTERED: Commissioner Thompson

The following persons addressed the Board:

- Mary Solik
- Mamie Sue Hurley
- Kurt Ardaman
- Ed Williams
- Jay Marder
- Mike Rumer

The following materials were presented to the Board prior to the close of the public hearing:

- Exhibit 1, from Mary Solik
- Exhibit 2, from Mary Solik
- Exhibit 3, from Mary Solik
- Exhibit 4, from Mary Solik

Board discussion ensued.

Motion/Second: Commissioners Boyd/Nelson

AYE (voice vote): All members

Action: The Board upheld the decision of the Orange County Board of Zoning Adjustment and the Zoning Manager's determination and denied the request by Cyber Outdoor, Case # ZM-16-02-147, on the described property.

Development Review Committee Appeal

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

14. Alison M. Yurko, Bridgewater West Apartments School, Case # DRCA-15-10-312; School Concurrency Vested Rights Determination; District 1

Appellant: Alison M. Yurko, P.A., Bridgewater West Apartments School Concurrency Vested Rights Determination, Case # DRCA-15-10-312

Consideration: Appeal of a decision of Orange County's Development Review Committee (DRC) to uphold the Concurrency Management's Office denial for School Concurrency Vested Rights.

Location: District 1; property generally located West of Ficquette Road /



Southwest of Summerport Village Parkway; Orange County, Florida  
(legal property description on file in Planning Division)

The following persons addressed the Board:

- Michelle Carlton
- Alison Yurko
- Kendell Keith
- Eileen Fernandez
- Jim Car (phonetic)

Board discussion ensued.

The following person addressed the Board: Lee Chira.

The following materials were presented to the Board prior to the close of the public hearing:

- Exhibit 1, from Alison Yurko
- Exhibit 2, from Alison Yurko
- Exhibit 3, from Kendell Keith

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board overruled the February 10, 2016 decision of the Development Review Committee and approved the request by Alison M. Yurko, P.A., Bridgewater West Apartments School Concurrency Vested Rights Determination, Case # DRCA-15-10-312, on the described property.

and

• COUNTY CONSENT AGENDA (CONTINUED)

Community, Environmental and Development Services Department (Deferred)

3. Approval and execution of School Concurrency Mitigation Agreement OC-15-036  
Project Name: Bridgewater West Apartments (a/k/a The Addison at Windermere)  
Parcel ID #: 23-23-27-8445-00-020 by The School Board of Orange County, Florida, Orange County, Florida, and Clarcona, Inc. District 1. (Concurrency Management Office)

(The Concurrency Mitigation Agreement was withdrawn by the applicant.)



18. Rick Violette, Waterford Commons Planned Development (PD), Case # CDR-15-12-382, amend plan; District 1

Applicant: Rick Violette, Waterford Commons Planned Development (PD), Case # CDR-15-12-382

Consideration: A PD substantial change request to allow operation of an existing helipad from 8 a.m. – 8 p.m., and until dusk during daylight savings time. An existing condition states that the helipad shall be used only during daylight hours; 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 located at 12625 International Drive; or generally located on the south side of International Drive, southeast of Vineland Avenue, and west of Darryl Carter Parkway; Orange County, Florida (legal property description on file)

The following person addressed the Board: Bob Ziegenfuss.

(This request was withdrawn by the applicant.)

Ordinance

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

15. Amending Orange County Code, Article IV, Chapter 25, Section 25-140, pertaining to Taxation in Orange County, Florida; Tourist Development Plan

Consideration: AN ORDINANCE PERTAINING TO TAXATION IN ORANGE COUNTY, FLORIDA; AMENDING ARTICLE IV OF CHAPTER 25 OF THE ORANGE COUNTY CODE SECTION 25-140, TOURIST DEVELOPMENT PLAN; AUTHORIZING FUNDING TO THE CENTRAL FLORIDA SPORTS COMMISSION, INC., FOR AN ASSURANCE OF FUNDING FOR THE COPA AMERICA CENTENARIO 2016 SOCCER GAMES; PROVIDING FOR AN EFFECTIVE DATE

The following person addressed the Board: Gregory Lee

and

- COUNTY CONSENT AGENDA (CONTINUED)

County Attorney (Deferred)

1. Approval and execution of Orange County, Florida and Central Florida Sports Commission, Inc. COPA America Centenario 2016 Funding Assurance Agreement.

Motion/Second: Commissioners Siplin/Edwards

AYE (voice vote): All members

Action: The Board adopted Ordinance 2016-07 of the Board of County Commissioners of Orange County, Florida, Pertaining to Taxation in Orange County, Florida; Amending Article IV of Chapter 25 of the Orange County Code Section 25-140, Tourist Development Plan; Authorizing Funding to the Central Florida Sports Commission, Inc. for an Assurance of Funding for the COPA America Centenario 2016 Soccer Games; Providing for an Effective Date; and further, approved and executed the Orange County, Florida and Central Florida Sports Commission, Inc. COPA America Centenario 2016 Funding Assurance Agreement.

- MEMBER EXITED: Commissioner Clarke

Substantial Change

16. Christina Baxter, Poulos & Bennett, LLC, Meadow Woods Planned Development (PD) Land Use Plan (LUP), Case # CDR-15-09-278, amend plan; District 4

Applicant: Christina Baxter, Poulos & Bennett, LLC, Meadow Woods Planned Development (PD), Case # CDR-15-09-278

Consideration: Substantial change request to amend the Meadow Woods Planned Development / Land Use Plan (PD/LUP) by adding the permitted use of Medium Density Residential (MDR) to PD Parcel 30.1 (in addition to Community Commercial), and converting 66,883 square feet of commercial use into 206 single-family attached dwelling units (townhomes); 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 4; property generally located East of Landstar Boulevard, north of Rhode Island Woods Circle, and south of Arbor Meadows Boulevard; Orange County, Florida (legal property description on file)

- MEMBER EXITED: Commissioner Edwards

The following person addressed the Board: Lance Bennett.

Motion/Second: Commissioners Thompson/Nelson

Absent: Commissioners Clarke and Edwards

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and

further, approved the substantial change request by Christina Baxter, Poulos & Bennett, LLC, Meadow Woods Planned Development (PD), Case # CDR-15-09-278, to amend the Meadow Woods Planned Development / Land Use Plan (PD/LUP) by adding the permitted use of Medium Density Residential (MDR) to PD Parcel 30.1 (in addition to Community Commercial), and converting 66,883 square feet of commercial use into 206 single-family attached dwelling units (townhomes); which constitutes a substantial change to the development on the described property; subject to the following conditions:

1. Development shall conform to the Meadow Woods Planned Development / Land Use Plan (PD/LUP) dated "Received November 2, 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 November 2, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to

Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and/or Development Plan (DP) submittal.
5. 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.
6. Short term / transient rental is prohibited. Length of stay shall be for 180 days or greater.
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 March 3, 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 0 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. 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.
8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated September 22, 2015, shall apply:
- a. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
  - 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. The developer shall obtain water and wastewater service from Orange County Utilities.
  - d. A waiver from Orange County Code Section 38-1258(j) is granted to allow for a minimum twenty (20) foot separation between all multi-family buildings within PD Parcel 50 only; in lieu of a minimum separation of thirty (30) feet for two-story buildings, forty (40) feet for three-story buildings, and proportional separations for additional structural heights, 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.
9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 4, 2015, shall apply:
- a. No trucks or trailers may be parked in the Right of Way.
  - b. For parcels 15, 15.1, and 15.2 only, one truck for hire may be parked in the customer parking area.
  - c. Outside storage of vehicles shall be permitted along the south property line for Parcels 15, 15.1, and 15.2 only.
10. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated May 24, 2011, shall apply:
- a. The access configuration point to Parcel 12 shall be determined at the (Development Plan) DP submittal.
  - b. All previous applicable Conditions of Approval shall apply:



- 1) Reduce the number of units from 14.9 units per acre to 6 units per acre for a total of 296 units. (This condition pertains only to Parcels 28, 29, AND 30.2)
  - 2) Restrict the type of structure to townhomes with fee simple ownership. (This condition pertains only to Parcels 28, 29, and 30.2)
  - 3) Tower shall meet all the requirements of the communication tower ordinance. Any variance shall require approval by the Board of Zoning Adjustment.
- c. A waiver from Section 38-1258(e) is granted for Parcel 12 in order to allow for understory trees with a maximum height of ten (10) feet in lieu of all shade trees as required per Type C buffers due to the existing power lines.
  - d. A waiver from Section 24-4(a)(3) c. and d. is granted for Parcel 12 in order to allow for understory trees with a maximum height of ten (10) feet in lieu of all required shade trees within interior landscaped areas due to the existing power lines.
  - e. A waiver from Section 38-1258(f) is granted to allow a fence in lieu of a six (6) foot high masonry wall. (Note: This applies to Parcel 12, but was not specified, when adopted by the BCC).
17. Miranda F. Fitzgerald, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., Buena Vista Park Planned Development (PD), Case # CDR-15-11-341, amend plan; District 1

Applicant: Miranda F. Fitzgerald, Lowndes, Drosdick, Doster, Kantor, & Reed, P.A., Buena Vista Park Planned Development (PD), Case # CDR-15-11-341

Consideration: Substantial change request for the following nine (9) waivers from Orange County Code:

1. A waiver from Section 31.5-195(1)(b) to allow for two wall signs to be placed on the primary façade and to be placed on the secondary façade, in lieu of a single wall sign placed on the primary façade, for Parcel 1 only;
2. A waiver from Section 38-1272(a)(1) to allow for a maximum impervious coverage of seventy-six (76) percent of the net land area, in lieu of seventy (70) percent, for Parcel 1 only;
3. A waiver from Section 38-1287(4) to allow for a paving setback of 20 feet from Palm Parkway, in lieu of 25 feet, for Parcel 1 only;
4. A waiver from Section 38-1392.1 to allow for a streetside building setback of 15 feet from Lake Street for the parking garage, in lieu of 20 feet, for Parcel 1 only;



5. A waiver from Section 38-1393.3(1) to allow one or more sloped roofs on sixty-nine (69) percent of the linear length of the primary façade, in lieu of at least seventy-five (75) percent, for Parcel 1 only;
6. A waiver from Section 38-1393.3(2) to allow the use of a non-decorative flat parapet wall without a cornice, in lieu of a flat parapet wall that shall be decorative in style with a cornice, for Parcel 1 only;
7. A waiver from Section 38-1394(1)(a) to allow three (3) silver date palms (understory trees) and sixteen (16) crape myrtle (ornamental tress) and a continuous double shrub row for streetscape planting in the median of Palm Parkway, in lieu of five (5) shade trees and ten (10) ornamental trees;
8. A waiver from Section 38-1394(2) to allow silver date palms (understory trees) and crape myrtle (ornamental trees) within the median of Palm Parkway, in lieu of only live oak and laurel oak trees planted as streetscape shade trees; and
9. A waiver from Section 38-1394.1(a) to allow for an average of 15 feet of green space around the base of a building five or more stories in height, in lieu of a minimum width of 20 feet, for Parcel 1 only; 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 North side of Lake Street, east of Palm Parkway; Orange County, Florida (legal property description on file)

The following person addressed the Board: Miranda Fitzgerald.

Motion/Second: Commissioners Boyd/Nelson

Absent: Commissioners Clarke and Edwards

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Miranda F. Fitzgerald, Lowndes, Drosdick, Doster, Kantor, & Reed, P.A., Buena Vista Park Planned Development (PD), Case # CDR-15-11-341, for the following nine (9) waivers from Orange County Code:

1. A waiver from Section 31.5-195(1)(b) to allow for two wall signs to be placed on the primary façade and to be placed on the secondary façade, in lieu of a single wall sign placed on the primary façade, for Parcel 1 only;
2. A waiver from Section 38-1272(a)(1) to allow for a maximum impervious coverage of seventy-six (76) percent of the net land area, in lieu of seventy (70) percent, for Parcel 1 only;
3. A waiver from Section 38-1287(4) to allow for a paving setback of 20 feet from Palm Parkway, in lieu of 25 feet, for Parcel 1 only;
4. A waiver from Section 38-1392.1 to allow for a streetside building setback of 15

- feet from Lake Street for the parking garage, in lieu of 20 feet, for Parcel 1 only;
5. A waiver from Section 38-1393.3(1) to allow one or more sloped roofs on sixty-nine (69) percent of the linear length of the primary façade, in lieu of at least seventy-five (75) percent, for Parcel 1 only;
  6. A waiver from Section 38-1393.3(2) to allow the use of a non-decorative flat parapet wall without a cornice, in lieu of a flat parapet wall that shall be decorative in style with a cornice, for Parcel 1 only;
  7. A waiver from Section 38-1394(1)(a) to allow three (3) silver date palms (understory trees) and sixteen (16) crape myrtle (ornamental trees) and a continuous double shrub row for streetscape planting in the median of Palm Parkway, in lieu of five (5) shade trees and ten (10) ornamental trees;
  8. A waiver from Section 38-1394(2) to allow silver date palms (understory trees) and crape myrtle (ornamental trees) within the median of Palm Parkway, in lieu of only live oak and laurel oak trees planted as streetscape shade trees; and
  9. A waiver from Section 38-1394.1(a) to allow for an average of 15 feet of green space around the base of a building five or more stories in height, in lieu of a minimum width of 20 feet, for Parcel 1 only;

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

1. Development shall conform to the Buena Vista Park Planned Development / Land Use Plan (PD/LUP) 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 the land use 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 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. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
7. Outside sales, storage, and display shall be prohibited.
8. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with the Buena Vista North Overlay District.
9. Development shall comply with the Buena Vista North Overlay District standards unless waivers are explicitly granted by the Board of County Commissioners.
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. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
12. The following waivers from Orange County Code are granted:
  - a. A waiver from Section 31.5-195(1)(b) to allow for two wall signs to be placed on the primary façade and to be placed on the secondary façade, in lieu of a single wall sign placed on the primary façade, for Parcel 1 only;
  - b. A waiver from Section 38-1272(a)(1) to allow for a maximum impervious coverage of seventy-six (76) percent of the net land area, in lieu of seventy (70) percent, for Parcel 1 only;
  - c. A waiver from Section 38-1287(4) to allow for a paving setback of 20 feet from Palm Parkway, in lieu of 25 feet, for Parcel 1 only;
  - d. A waiver from Section 38-1392.1 to allow for a streetside building setback of 15 feet from a thoroughfare for the parking garage, in lieu of 20 feet, from Lake Street, for Parcel 1 only;
  - e. A waiver from Section 38-1393.3(1) to allow one or more sloped roofs on sixty-nine (69) percent of the linear length of the primary façade, in lieu of at least seventy-five (75) percent, for Parcel 1 only;
  - f. A waiver from Section 38-1393.3(2) to allow the use of a non-decorative flat parapet wall without a cornice, in lieu of a flat parapet wall that shall be decorative in style with a cornice, for Parcel 1 only;



- g. A waiver from Section 38-1394(1)(a) to allow three (3) silver date palms (understory trees) and sixteen (16) crape myrtle (ornamental trees) and a continuous double shrub row for streetscape planting in the median of Palm Parkway, in lieu of five (5) shade trees and ten (10) ornamental trees;
  - h. A waiver from Section 38-1394(2) to allow silver date palms (understory trees) and crape myrtle (ornamental trees) within the median of Palm Parkway, in lieu of only live oak and laurel oak trees planted as streetscape shade trees; and
  - i. A waiver from Section 38-1394.1(a) to allow for an average of 15 feet of green space around the base of a building five or more stories in height, in lieu of a minimum width of 20 feet, for Parcel 1 only.
13. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated September 30, 1997, shall apply:
- a. Development shall be consistent with the Activity Center Turkey Lake Road Network Agreement approved by the Board of County Commissioners on September 24, 1996. Prior to the issuance of any Certificate of Occupancy, the Turkey Lake Road Extension shall be constructed as a four-lane roadway from Lake Avenue to Central Florida Parkway in accordance with the agreement.
  - b. To the extent required to comply with the consistency provisions of the Growth Management Act, the following 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 Plan.
    - 2) If the housing linkage program is in place prior to development plan approval, the development of nonresidential development shall be conditioned upon the development of residential units within the area designated Activity Center Residential on the Future Land Use Map.
    - 3) The development guidelines of the International Drive Activity 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 regulations, trip reduction programs, access management controls, transit access design standards, building orientation, and location of parking lots.
    - 4) The property owner 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) The development plan shall provide for interconnection of adjacent development either by cross-access easement or public right-of-way.
  - 7) Electrical distribution lines shall be underground.
  - 8) Participation in shuttle service connecting area attractions, major transportation centers, and on-site development shall be required.
19. Scott M. Gentry, Kelly, Collins, and Gentry, Inc., Hamlin Planned Development / Unified Neighborhood Plan / Land Use Plan (PD/UNP/LUP), Case # CDR-15-09-255, District 1

Applicant: Scott M. Gentry, Kelly, Collins, and Gentry, Inc., Hamlin Planned Development / Unified Neighborhood Plan / Land Use Plan (PD/UNP/LUP), Case # CDR-15-09-255

Consideration: Substantial change request to modify the Maximum Land Use Program/Overall Project Density (per SAP) table on Sheet 10 of the PD/UNP for the CCM-3 and CCM-7 Districts, to be consistent with the Lakewalk at Hamlin PSP (PSP 15-08-222) and the proposed CCM-7 Subdivision PSP (PSP-15-04-101). The number of residential dwelling units allowed in CCM-3 would increase from 50 to 316 (an increase of 266 units), the non-residential square footage would decrease from 92,700 square feet to zero (0), and the number of hotel rooms would decrease from 12 to zero (0). The number of residential dwelling units allowed in CCM-7 would increase from 112 to 115 (an increase of 3 units), the non-residential square footage would decrease from 205,700 to zero (0), and the number of hotel rooms would decrease from 25 to zero (0). To accommodate the adjustments to CCM-3 and CCM-7 in the table, the maximum land use program for the CCM-2 District would decrease from 80 to 76 units (a decrease of 4 units), the RW-1 District would increase the non-residential square footage from 155,100 to 247,800 (an increase of 92,700 square feet) and the number of hotel rooms would increase from 72 to 84 (an increase of 12 rooms), and the RW-2 District would increase the non-residential square footage from 105,400 to 311,100 (an increase of 205,700 square feet) and increase the number of hotel rooms from zero (0) to twenty-five (25), an increase of 25 rooms. In addition, the applicant is accessing 265 of the 374 available bonus residential units, thereby decreasing the number of remaining bonus units to 109. The overall development program for the PD remains unchanged; 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 East 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 Planning Division)

The following persons addressed the Board:

- Scott Gentry
- David Russell

- MEMBERS RE-ENTERED: Commissioners Clarke, Edwards

Board discussion ensued.

Motion/Second: Commissioners Boyd/Nelson

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 Scott M. Gentry, Kelly, Collins, and Gentry, Inc., Hamlin Planned Development / Unified Neighborhood Plan / Land Use Plan (PD/UNP/LUP), Case # CDR-15-09-255, to modify the Maximum Land Use Program/Overall Project Density (per SAP) table on Sheet 10 of the PD/UNP for the CCM-3 and CCM-7 Districts, to be consistent with the Lakewalk at Hamlin PSP (PSP 15-08-222) and the proposed CCM-7 Subdivision PSP (PSP-15-04-101). The number of residential dwelling units allowed in CCM-3 would increase from 50 to 316 (an increase of 266 units), the non-residential square footage would decrease from 92,700 square feet to zero (0), and the number of hotel rooms would decrease from 12 to zero (0). The number of residential dwelling units allowed in CCM-7 would increase from 112 to 115 (an increase of 3 units), the non-residential square footage would decrease from 205,700 to zero (0), and the number of hotel rooms would decrease from 25 to zero (0). To accommodate the adjustments to CCM-3 and CCM-7 in the table, the maximum land use program for the CCM-2 District would decrease from 80 to 76 units (a decrease of 4 units), the RW-1 District would increase the non-residential square footage from 155,100 to 247,800 (an increase of 92,700 square feet) and the number of hotel rooms would increase from 72 to 84 (an increase of 12 rooms), and the RW-2 District would increase the non-residential square footage from 105,400 to 311,100 (an increase of 205,700 square feet) and increase the number of hotel rooms from zero (0) to twenty-five (25), an increase of 25 rooms. In addition, the applicant is accessing 265 of the 374 available bonus residential units, thereby decreasing the number of remaining bonus units to 109. The overall development program for the PD remains unchanged; which constitutes a substantial change to the development 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 February 2, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received February 2, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners 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. 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.
5. 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. 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.
  - 3) 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.
  - 4) 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.
6. 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.



7. 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 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 I 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

20. Dennis Seliga, Boyd Horizon West, LLC, Hamlin PD / UNP / CCM – 7 Preliminary Subdivision Plan, Case # PSP-15-04-101; District 1 (Continued from March 15, 2016)

Applicant: Dennis Seliga, Boyd Horizon West, LLC, Hamlin PD / UNP / CCM - 7 Preliminary Subdivision Plan – Case # PSP-15-04-101

Consideration: Hamlin PD / UNP / CCM – 7 Preliminary Subdivision Plan, Case # PSP-15-04-101, 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 115 single family residential dwelling units on 37.26 gross acres in two (2) phases; The following waivers from Chapter 38 of the Orange County Code are also requested:

1. A waiver from Orange County Code Section 38-1384(F)(2) is granted to eliminate the required pedestrian path or walkway from the primary entrance to the sidewalk, in lieu of all lots with alleys or lots sixty feet (60') in width or less requiring a pedestrian path or walkway from the primary entrance to the sidewalk.

2. A waiver from Orange County Code Section 38-1384(G)(B) is granted to allow for double wide garage entries on front-loaded lots that are less than sixty-five feet (65') in width, but greater than fifty feet (50') in width, specifically on lots 4, 8, 25, 33, 37, 42, 61, 67, 72, 82, 86, 92, 99, 104, 111; in lieu of the requirement that prohibits double-wide garage entries on all front-loaded lots less than sixty-five feet (65') in width.
3. A waiver from Orange County Code Section 38-1384(G)(3) is granted to allow side-loaded/ courtyard entry garages to be placed in front of the primary structure on lots equal to or greater than fifty feet (50') in width (subject to applicable design standards), specifically on lots 2, 13, 14, 29, 30, 50, 51, 58, 59, 63, 64, 79, 80, 94, 95, 112, 113; in lieu of only lots greater than sixty-five feet (65') in width to allow side-loaded / courtyard entry garages to be placed in front of the primary structure.
4. A waiver from Orange County Code Section 38-1390.54(A)(4) is granted to eliminate the requirement for three (3) steps to elevate the finished floor of residential buildings above the adjacent sidewalk grade, where side-loaded/courtyard entry garages are proposed, in lieu of the requirement that residential building finished floor elevations shall be elevated a minimum of three (3) steps above the adjacent sidewalk grade.

Location: District 1; property generally located South of Porter Road / West of Hamlin Groves Trail; Orange County, Florida (legal property description on file)

The following person addressed the Board: Scott Gentry.

Motion/Second: Commissioners Boyd/Nelson

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, approved Hamlin PD / UNP / CCM – 7 Preliminary Subdivision Plan, Case # PSP-15-04-101; and further, the following waivers from Chapter 38 of the Orange County Code are also requested:

1. A waiver from Orange County Code Section 38-1384(F)(2) is granted to eliminate the required pedestrian path or walkway from the primary entrance to the sidewalk, in lieu of all lots with alleys or lots sixty feet (60') in width or less requiring a pedestrian path or walkway from the primary entrance to the sidewalk.
2. A waiver from Orange County Code Section 38-1384(G)(B) is granted to allow for double wide garage entries on front-loaded lots that are less than sixty-five feet (65') in width, but greater than fifty feet (50') in width, specifically on lots 4, 8, 25, 33, 37, 42, 61, 67, 72, 82, 86, 92, 99, 104, 111; in lieu of the requirement that prohibits double-wide garage entries on all front-loaded lots less than sixty-five feet (65') in width.

3. A waiver from Orange County Code Section 38-1384(G)(3) is granted to allow side-loaded/ courtyard entry garages to be placed in front of the primary structure on lots equal to or greater than fifty feet (50') in width (subject to applicable design standards), specifically on lots 2, 13, 14, 29, 30, 50, 51, 58, 59, 63, 64, 79, 80, 94, 95, 112, 113; in lieu of only lots greater than sixty-five feet (65') in width to allow side-loaded / courtyard entry garages to be placed in front of the primary structure.
4. A waiver from Orange County Code Section 38-1390.54(A)(4) is granted to eliminate the requirement for three (3) steps to elevate the finished floor of residential buildings above the adjacent sidewalk grade, where side-loaded/courtyard entry garages are proposed, in lieu of the requirement that residential building finished floor elevations shall be elevated a minimum of three (3) steps above the adjacent sidewalk grade

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; CCM -7 Preliminary Subdivision Plan dated "Received February 15, 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 February 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 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. 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.
5. Prior to commencement of any earth work or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
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. All home designs/types proposed for this PSP shall be submitted to the County for setback & architectural review a minimum of 90 days prior to model home requests and/or permitting.
8. Signage shall comply with Chapter 31.5 and Chapter 38.
9. 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.
10. 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.



11. A current Level One (1) Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval prior to Construction Plan submittal.
12. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.
13. 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.
14. 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 (Agreement effective as of March 19, 2013, and recorded at Book 10581, Page 6634, Public Records of Orange County, Florida, as amended by that certain First Amendment effective as of January 27, 2015, and recorded at Book 10880, Page 1825, Public Records of Orange County, Florida). 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.
15. 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.

16. A waiver from Orange County Section 38-1384(F)(2) is granted to eliminate the required pedestrian path or walkway from the primary entrance to the sidewalk, in lieu of all lots with alleys or lots sixty feet (60') in width or less requiring a pedestrian path or walkway from the primary entrance to the sidewalk.
17. A waiver from Orange County Section 38-1384(G)(B) is granted to allow for double wide garage entries on front-loaded lots that are less than sixty-five feet (65') in width, but greater than fifty feet (50') in width, specifically on lots 4, 8, 25, 33, 37, 42, 61, 67, 72, 82, 86, 92, 99, 104, 111; in lieu of the requirement that prohibits double-wide garage entries on all front-loaded lots less than sixty-five feet (65') in width.
18. A waiver from Orange County Section 38-1384(G)(3) is granted to allow side-loaded/ courtyard entry garages to be placed in front of the primary structure on lots equal to or greater than fifty feet (50') in width (subject to applicable design standards), specifically on lots 2, 13, 14, 29, 30, 50, 51, 58, 59, 63, 64, 79, 80, 94, 95, 112, 113; in lieu of only lots greater than sixty-five feet (65') in width to allow side-loaded / courtyard entry garages to be placed in front of the primary structure.
19. A waiver from Orange County Section 38-1390.54(A)(4) is granted to eliminate the requirement for three (3) steps to elevate the finished floor of residential buildings above the adjacent sidewalk grade, where side-loaded/ courtyard entry garages are proposed, in lieu of the requirement that residential building finished floor elevations shall be elevated a minimum of three (3) steps above the adjacent sidewalk grade.
20. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.
21. A left turn lane shall be provided at the northern entrance of Hamlin Groves Trail.

Preliminary Subdivision Plan/Development Plan

21. 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)

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)

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board continued the public hearing until May 24, 2016, at 2 p.m.

- ADJOURNMENT, 5:49 p.m.

ATTEST:

\_\_\_\_\_  
County Mayor Teresa Jacobs

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

ATTEST SIGNATURE:

Martha O. Haynie  
County Comptroller as Clerk

\_\_\_\_\_  
Deputy Clerk

Asset Number	Asset Description	Purchase Date	Original Cost	Depreciated Value	Department/Office last using equipment	Disposition Requested	Justification
503280	TILT TRUCK,RUBBERMAID	5/2/2008	1,280.00	0.00	Convention Center	Scrap Assets	Assets are damaged beyond economical repair
943765	LOUNGE CHAIR,LOWENSTEIN	3/5/1996	2,483.49	0.00	↓	↓	↓
748907	CUSTOM FLAT SCREEN CONTROL CONSOLE	2/28/2013	1,200.00	423.45	ISS, Office of Accountability	↓	Asset was a custom solution for a client and is no longer needed in operations.



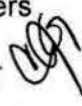
AGENDA DEVELOPME  
201 South Rosalind Avenue • Reply  
407-836-5426 • Fax: 407-836-2899 •

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
1

02-1393

May 9, 2016

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

FROM: Cheryl J. Gillespie, Supervisor   
Agenda Development Office

SUBJECT: Filing of Minutes for the Official County Record  
**CONSENT AGENDA ITEM MAY 24, 2016**

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

Affordable Housing Advisory Board on July 8, 2015, October 14, 2015, and January 13, 2016  
Agricultural Advisory Board on January 6, 2016 and April 6, 2016  
Code Enforcement Board on March 16, 2016 and April 4, 2016  
Community Development Advisory Board on March 16, 2016 and April 13, 2016  
Development Review Committee on April 13, 2016  
Intergovernmental Risk Management Committee on March 31, 2016 and April 14, 2016  
Membership and Mission Review Board on March 18, 2016  
Neighborhood Grants Advisory Board on October 29, 2015, January 7, 2016, February 25, 2016, and April 7, 2016  
Orange County Library Board of Trustees on March 10, 2016  
Orlando EMA HIV Health Services Planning Council Evaluation Committee on February 11, 2016 and March 10, 2016  
Orlando EMA HIV Health Services Planning Council Executive Committee on January 20, 2016 and February 17, 2016  
Orlando EMA HIV Health Services Planning Council Membership Committee on February 1, 2016 and March 7, 2016  
Orlando EMA HIV Health Services Planning Council Planning Committee on February 3, 2016 and March 2, 2016  
Orlando EMA HIV Health Services Planning Council on February 24, 2016  
Orlando EMA HIV Health Services Planning Council Resource Allocation Committee on January 19, 2016 and March 16, 2016  
Pine Hills Neighborhood Improvement District Advisory Council on March 1, 2016  
Roadway Agreement Committee on March 2, 2016, March 16, 2016, and March 28, 2016  
School Impact Fee Advisory Group on February 11, 2016 and April 7, 2016  
Student/Pedestrian Safety Committee on February 18, 2016



Subject: Filing of Minutes for the Official County Record  
May 9, 2016  
Page 2

Tourist Development Council on December 11, 2015

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

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



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

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
2

a 32802-1393

May 10, 2016

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

FROM: Cheryl J. Gillespie, Supervisor   
Agenda Development Office

SUBJECT: Reappointments to the Lake Holden Advisory Board  
**CONSENT AGENDA ITEM MAY 24, 2016**

Commissioner Clarke has requested Board confirmation of his reappointment of Richard P. Richbourg and Lionel J. Robbins to the Lake Holden Advisory Board with terms expiring December 31, 2017.

**ACTION REQUESTED: 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  
201 South Rosalind Avenue • R  
407-836-5426 • Fax: 407-836-28

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
3

32802-1393

May 10, 2016

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

FROM: Cheryl J. Gillespie, Supervisor   
Agenda Development Office

SUBJECT: Reappointments to the Lake Jessamine Water Advisory Board  
**CONSENT AGENDA ITEM MAY 24, 2016**

Commissioner Clarke has requested Board confirmation of his reappointment of David G. Geller, Brett Barner, and Cynthia K. McCurry to the Lake Jessamine Water Advisory Board with terms expiring December 31, 2017.


**ACTION REQUESTED: 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  
201 South Rosalind Avenue • F  
407-836-5426 • Fax: 407-836-21

May 10, 2016

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

FROM: Cheryl J. Gillespie, Supervisor   
Agenda Development Office

SUBJECT: Reappointments to the Lake Mary MSTU Advisory Board  
**CONSENT AGENDA ITEM MAY 24, 2016**

Commissioner Clarke has requested Board confirmation of his reappointment of Douglas M. Spencer and Chad E. Wilkins to the Lake Mary MSTU Advisory Board with terms expiring December 31, 2017.

**ACTION REQUESTED:** 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 DEVELOPM  
201 South Rosalind Avenue • Rep  
407-836-5426 • Fax: 407-836-2895

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
5

802-1393

May 10, 2016

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

FROM: Cheryl J. Gillespie, Supervisor   
Agenda Development Office

SUBJECT: Reappointments to the Lake Anderson Advisory Board  
**CONSENT AGENDA ITEM MAY 24, 2016**

Commissioner Clarke has requested Board confirmation of his reappointment of Stephen E. Butler, Kenneth Carlson, and Jo Ann Nelson to the Lake Anderson Advisory Board with terms expiring December 31, 2017.

**ACTION REQUESTED:** 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.



May 24, 2016

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

**FROM:** Stephanie Taub, Assistant Manager, Fiscal and Business Services *ST*

**CONTACT PERSON:** Stephanie Taub, Assistant Manager, Fiscal and Business Services

**PHONE NUMBER:** (407) 836-5915

**SUBJECT:** Resolution of the Orange County Board of County Commissioners Regarding the Issuance of Tourist Development Tax Refunding Revenue Bonds, Series 2016 (the "2016 TDT Bonds")

Background

Outstanding County debt can sometimes be refunded to create savings on future annual debt service costs. The County has such an opportunity to reduce the cost of future Tourist Development Tax (TDT) debt service. A refunding transaction replaces outstanding bonds with new bonds that carry a lower interest cost, which reduces the annual debt service cost in future years. In simple terms, such a refunding transaction is like a homeowner using a lower interest rate mortgage to pay off a higher interest rate mortgage to reduce the monthly house payment.

The 2016 TDT resolution provides the authority to use the lower-cost proceeds of the 2016 TDT Bonds to refund all or a portion of the existing Tourist Development Tax Refunding Revenue Bonds, Series 2006 (the "2006 TDT Bonds") to achieve annual debt service savings. The 2006 TDT Bonds refunded 2002 TDT Bonds that provided funds for the construction of the North/South Building of the Orange County Convention Center. This is strictly a cost saving transaction to reduce the annual debt payment on existing Convention Center debt, and there are no additional funds or bonds for new projects.

Current Refunding of the 2006 TDT Bonds

The amount of 2006 TDT Bonds currently outstanding is \$72,635,000. The 2006 TDT Bonds mature between 2016 and 2032, and these bonds can be called and retired at any time on or after October 1, 2016, following proper notice to the investors. The Tax Code will allow the County to obtain the proceeds of the 2016 TDT Bonds up to 90 days before the October call date, so the 2016 TDT Bonds can be sold in early June of 2016 and the closing will coincide with the 90-day window permitted under the Tax Code any time after July 3, 2015. The Financial Advisor, Public Financial Management (PFM), and County staff recommend issuing lower cost 2016 TDT Bonds and using the proceeds to retire all, or at least the most cost effective portion, of the higher cost 2006 TDT Bonds to reduce the TDT debt service to the maximum extent possible.

The debt working group, made up of financial consultants and staff from the County and Comptroller, has been tracking this savings opportunity for the last year. The County is preparing this refunding effort with the minimum savings target of 4% used on all recent County current refunding efforts when the bonds are currently available for prepayment as will be the case when the 2016 TDT Bonds close on or after July 3, 2015. The savings target must be reached with the expenses for interest and costs of issuance related to the

2016 TDT Bonds also taken into account. At the minimum 4% present value savings level, the refunding of all the outstanding 2006 TDT Bonds would result in combined debt service savings in the years until 2032 of approximately \$3 million in current dollars. However, current market levels would produce savings well in excess of the minimum.

This worthwhile transaction offers significant savings. However, success will depend on the interest rate market at the time of sale and the credit view of investors. If interest rates are favorable enough, the 2016 TDT Bonds will exceed the savings target. Recent TDT bond rating upgrades have our current TDT ratings at AA, Aa3, and AA-, respectively, by FitchRatings, Moodys, and Standard and Poor's.

Any policy of bond insurance used to improve the credit of the 2016 TDT Bonds will be proposed and paid for by the winning bidder. The County working group seeks a combination of favorable interest rates and suitable credit perception to issue the 2016 TDT Bonds to exceed the 4% savings target and lower the TDT debt service costs.

The County must provide the approval and finalize the documents to give the working group the flexibility to act when the successful market exists. The requested approval of the 2016 TDT Bond resolution will allow the working group to finalize the issuance documents and prepare for a sale that will allow the County to meet the savings target. PFM and County staff recommend approval of the resolution authorizing the issuance of the 2016 TDT Bonds to create the refunding savings

#### 2016 TDT Refunding Resolution

The 2016 TDT Bond resolution provides for the combined use of the 2016 TDT Bond proceeds, released Debt Service Reserve Funds, and TDT cash needed to complete the refunding escrow established to pay off the 2006 TDT Bonds. A Debt Service Reserve Fund (DSRF) is often associated with bond issues to hold assets (cash, insurance commitments, etc.) to pay bondholders in the event the pledged revenues are insufficient when any scheduled payment is due. Due to savings from this transaction, the cash funded TDT DSRF will now need less funds, and approximately \$450,000 of DSRF funds will be released and transferred to redeem 2006 TDT Bonds and reduce the 2016 TDT Bonds needed for the refunding. In addition to the bond proceeds and released DSRF funds in the escrow, an amount of approximately \$100,000 from TDT reserves will complete the current 2016 payment of the 2006 TDT bonds to further reduce the debt outstanding.

The resolution allows for refunding up to all of the outstanding 2006 TDT Bonds to generate the greatest amount of savings possible, while meeting at least a 4% savings threshold. The refunding will be limited to those maturities that produce aggregate savings in excess of the 4% target. Whether a refunding takes place, and if so, the exact amount of refunding bonds, the savings amount above the 4% minimum, and the exact duration of the 2016 TDT Bonds will depend on market conditions at the time of sale.

The 2016 TDT Bond resolution provides certain benchmarks which must be achieved for the sale to take place. The resolution requires a true interest cost of 5% or less for the 2016 TDT Bonds. The resolution provides that the refunding must produce at least a 4% net present value savings amount (present value savings target is net of all costs of issuance). The resolution further allows that 2016 TDT Bonds be issued in an amount no greater than \$78,000,000 to provide flexibility to accurately size the issuance to provide the refunding amounts required on the day of pricing. The resolution also indicates that the 2016 TDT Bonds may feature optional prepayment terms as set forth in the Notice of Sale, so that they can also be refunded for savings in the future if market conditions allow. The resolution was prepared by Greenberg Traurig as TDT Bond Counsel and it authorizes the

Mayor and staff to issue the 2016 TDT Bonds to refund the 2006 TDT Bonds if the sale parameters can be met.

### 2016 Bond Documents

Pursuant to Administrative Regulation 6.02.04, approved by the Board of County Commissioners on February 22, 1994, the resolution will authorize the 2016 TDT Bonds to be sold via the competitive bid process. The County's Financial Advisor and the Comptroller are aware of this method of sale choice.

The following documents are provided for Board consideration and approval:

**2016 TDT Authorizing Resolution** - Authorizes the issuance of the 2016 TDT Bonds and delegates to the Mayor, or the Mayor's designee, the execution of all documents related to the 2016 TDT Bonds, distribution of the Preliminary Official Statement, and delivery of the Official Statement. The resolution also provides the limited delegation and certain parameters required to award the sale by the Mayor or the Mayor's designee.

**Form of Escrow Deposit Agreement** - The agreement between the County and the Escrow Agent to establish and administer the Escrow Fund, which is a portfolio of securities and cash that will be used to pay interest on the refunded bonds for the short period until the call date in October and to retire the refunded bonds on the call date.

**Form of Thirteenth Supplemental Indenture of Trust to Second Amended and Restated Indenture of Trust** - A master agreement providing the terms and conditions pursuant to which the 2016 TDT Bonds can be issued and secured by the Pledged Funds (consisting principally of the 4% Tourist Development Tax Revenues and the 5th Cent Tax Revenues) and to which all monies, funds and accounts related thereto are administered. It also sets forth a continuing disclosure undertaking requiring informational notices to the markets throughout the time the 2016 TDT Bonds are outstanding. The Securities and Exchange Commission (SEC) continuing disclosure rules govern the ongoing distribution by the County of subsequent financial and operating data about the pledged revenues to the marketplace. This document sets forth requirements to make special disclosures of extraordinary events such as rating changes, financial problems, and debt service payment problems.

**Form of Official Notice of Bond Sale** - Official document that provides pertinent information regarding this competitive bond issue (i.e. date and time of the competitive sale, estimated par amount, bond counsel, financial advisor, and bid requirements) and invites bids from prospective underwriters and underwriting syndicates.

**Form of Preliminary Official Statement (POS)** - Preliminary version of the official statement which describes the proposed issue prior to final determination of the interest rates and offering prices. This document is used to disclose the details of the transaction and the County's TDT to investors. The document is used to market bonds and provide the required disclosure to allow an investor to make an informed decision about purchasing the bonds. The SEC cautions all public officials to carefully review the POS to be sure that no misstatements or omissions are made that would be material to investors. To ensure a thorough and professional review, the working group includes a Disclosure Counsel firm that reviews the information

and prepares the POS, and the POS is also reviewed by Bond Counsel, the County Attorney's Office, Comptroller staff, OCCC staff, and County fiscal staff.

Accompanying documents are available for review in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office and in the Fiscal and Business Services office. Individual briefings will be offered to each Commissioner to answer any questions they may have prior to this being presented on the consent agenda for the May 24, 2016 Board meeting.

**ACTION REQUESTED:**

**Approval and execution of Resolution of the Orange County Board of County Commissioners Regarding the Issuance of Tourist Development Tax Refunding Revenue Bonds, Series 2016.**

Cc: Eric Gassman, Deputy County Administrator  
Lila McHenry, County Attorney's Office  
David Moore, Financial Advisor, Public Financial Management



# RESOLUTION

*of the*

## ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

*Regarding the Issuance of*

### **Tourist Development Tax Refunding Revenue Bonds, Series 2016**

**Resolution No. 2016-B-[ ]**

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

**Section 1. Authority.** Acting under the authority granted by Section 125.0104, Florida Statutes, the Board on March 16, 1978, enacted Ordinance No. 78-7 imposing the tourist development tax and adopted a tourist development plan that, as amended from time to time, is known as the "Tourist Development Plan."

**Section 2. Definitions.** The following terms shall have the following meanings herein, unless the context otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"**Award Certificate**" means the Certificate of the Mayor awarding the Series 2016 Bonds and setting forth certain other matters pursuant to Section 9 hereof.

"**Board**" means the Board of County Commissioners of the County.

"**Comptroller**" means the County Comptroller acting in such capacity or as ex officio Clerk to the Board and, in the absence or unavailability of the Comptroller, any Deputy Comptroller or Deputy Clerk, as the case may be, or such other person as may be authorized to act on behalf of the Comptroller.

"**County**" means Orange County, Florida, a political subdivision of the State of Florida.

"**County Administrator**" means the County Administrator and, in the absence or unavailability of the County Administrator, the Deputy County Administrator or such other person as may be designated to act on behalf of the County Administrator.



**"Escrow Agent"** means U.S. Bank National Association, as Trustee under the Indenture and Escrow Agent under the Escrow Deposit Agreement, and any successor thereto.

**"Escrow Deposit Agreement"** means the Escrow Deposit Agreement, between the County and the Escrow Agent, the form of which is attached hereto as Exhibit A.

**"Escrow Fund"** means the escrow deposit trust fund established pursuant to the terms of the Escrow Deposit Agreement.

**"Indenture"** means the Indenture of Trust, dated as of December 1, 1985, as amended and supplemented, and as amended and restated by the Amended and Restated Indenture of Trust, dated as of August 1, 1995, and as further amended and restated by a Second Amended and Restated Indenture of Trust, dated as of July 15, 2000, between the County and the Trustee, as supplemented and amended from time to time and as particularly supplemented by the Thirteenth Supplemental Indenture.

**"Mayor"** means the County Mayor and, in the absence or unavailability of the County Mayor, the Vice Mayor of the Board or such other person as may be designated by the Mayor to act in lieu of the Mayor.

**"Parity Bonds"** means the Series 2007 Bonds, the Series 2007A Bonds, the Series 2009 Bonds, the Series 2010 Bonds, the Series 2013 Bond and the Series 2015 Bonds, in each case outstanding under the Indenture, and any other obligations which constitute Parity Bonds under Article V of the Indenture.

**"Pledged Revenues"** shall have the meaning provided therefor in the Indenture.

**"Refunded Bonds"** means those certain outstanding Series 2006 Bonds to be refunded as set forth in the Award Certificate.

**"Series 2006 Bonds"** means the Orange County, Florida Tourist Development Tax Refunding Revenue Bonds, Series 2006.

**"Series 2007 Bonds"** means the Orange County, Florida Tourist Development Tax Refunding Revenue Bonds, Series 2007.

**"Series 2007A Bonds"** means the Orange County, Florida Tourist Development Tax Refunding Revenue Bonds, Series 2007A.

**"Series 2009 Bonds"** means the Orange County, Florida Tourist Development Tax Refunding Revenue Bonds, Series 2009.

**"Series 2010 Bonds"** means the Orange County, Florida Tourist Development Tax Refunding Revenue Bonds, Series 2010.

**"Series 2013 Bond"** means the Orange County, Florida Tourist Development Tax Refunding Revenue Bond, Series 2013.

**"Series 2015 Bonds"** means the Orange County, Florida Tourist Development Tax Refunding Revenue Bonds, Series 2015.

**"Series 2016 Bonds"** means the Orange County, Florida Tourist Development Tax Refunding Revenue Bonds, Series 2016 authorized herein.

**"Thirteenth Supplemental Indenture"** means the Thirteenth Supplemental Indenture of Trust to Second Amended and Restated Indenture of Trust, to be entered into between the County and the Trustee, the form of which is attached hereto as Exhibit B.

**"Trustee"** means U.S. Bank National Association, successor in interest to Wachovia Corporate Trust, and any successor thereto.

**"Underwriters"** mean the successful bidder(s) of the Series 2016 Bonds.

**Section 3. Findings.** It is hereby found and determined that:

(A) Acting under authority granted by Section 125.0104, Florida Statutes, the Board on March 16, 1978, adopted Ordinance No. 78-7 imposing the tourist development tax, which is currently imposed at the rate of 6%, and adopted the Tourist Development Plan described in Section 1 hereof, which Tourist Development Plan is not funded by the sixth percent of the tourist development tax levied by the County.

(B) The Board has heretofore authorized the issuance of, and the County has issued, the Parity Bonds, which are secured by the Pledged Funds as defined in and in accordance with the terms of the Indenture.

(C) The proceeds of the Parity Bonds were used, among other purposes, to finance or refinance improvements to the Orange County Convention Center.

(D) In order to provide for the payment of the Parity Bonds, as well as other obligations issued on a parity with or subordinate to the Parity Bonds, the County has heretofore entered into the Indenture.

(E) The County's financial advisor has determined that by refunding the Refunded Bonds, the County could achieve present value savings of not less than 4.00% of the principal amount of the Refunded Bonds without an increase in the aggregate amount of debt service requirement for the Bonds immediately after the issuance of the Series 2016 Bonds, as compared to such requirement immediately prior to the issuance of the Series 2016 Bonds.

(F) The County deems it in its best interests to refund the Refunded Bonds with a portion of the proceeds of the Series 2016 Bonds, as well as other legally available moneys currently held under the Indenture for the benefit of the Refunded Bonds, in order to provide substantial debt service savings to the County.

(G) The funds to be allocated to the refunding of the Refunded Bonds shall be deposited in the Escrow Fund held pursuant to the Escrow Deposit Agreement and shall be either held uninvested or invested in Qualified Permitted Investments (as defined in the Indenture), if

such Qualified Permitted Investments are available at the time the Series 2016 Bonds are priced, which availability shall be determined by the County's financial advisor, such that the principal of and interest on such Investments, together with any cash balances held in the Escrow Fund, shall be sufficient to pay the principal of, redemption premium, if any, and interest coming due on the Refunded Bonds on or prior to the redemption date for the Refunded Bonds which shall be a date not greater than 90 days subsequent to issuance of the Series 2016 Bonds (the "Redemption Date"). The Redemption Date shall be provided in the Award Certificate based upon advice of the financial advisor.

(H) It is in the best interest of the County and its residents to sell the Series 2016 Bonds at a duly noticed public sale, thereby obtaining the best possible prices and interest rates for the Series 2016 Bonds. The form of the Official Notice of Bond Sale is attached hereto as Exhibit C.

(I) To maximize debt service savings relating to the refunding of the Refunded Bonds, it is in the best interests of the County to secure a combination of the most advantageous interest rates on the Series 2016 Bonds and the Qualified Permitted Investments which shall be deposited in the Escrow Fund as described above, if available.

(J) It is necessary to delegate to the Mayor the authority to award the sale of the Series 2016 Bonds to the successful bidder and to fix the date, maturities, mandatory amortization installments, interest rates, redemption provisions and certain other details of the Series 2016 Bonds, subject to certain conditions described in Section 9 hereof.

(K) It is necessary and desirable to establish the book-entry registration system provisions for the Series 2016 Bonds.

(L) The County deems it in its best interests to permit the Underwriters to purchase a policy of municipal bond insurance in connection with the public sale and the issuance of the Series 2016 Bonds, if the Underwriters determine to exercise their right to insure the Series 2016 Bonds in accordance with the terms of the Official Notice of Bond Sale.

(M) The County's financial advisor has advised the County and the County hereby determines that no moneys, investments or surety bonds need to be deposited to the Bond Reserve Account in connection with the issuance of the Series 2016 Bonds or the refunding of the Refunded Bonds.

(N) The Board is authorized and empowered to enter into transactions such as those contemplated by this Resolution, the Indenture and the Escrow Deposit Agreement.

**Section 4. Authorization for Refunding of Refunded Bonds.** The County hereby authorizes the refunding of the Refunded Bonds in accordance with the terms of the Indenture and the Escrow Deposit Agreement. The Mayor shall determine which Series 2006 Bonds, if any, shall be refunded upon advice of the County's financial advisor. The amount to be deposited under the Escrow Deposit Agreement shall be sufficient to pay the principal of, redemption premium, if any, and interest coming due on the Refunded Bonds on or prior to the Redemption Date; provided, however if the Qualified Permitted Investments are available at the time the Series 2016 bonds are priced, the amount to be deposited under the Escrow Deposit

Agreement shall be the amount which when invested in Qualified Permitted Investments will yield principal of and interest thereon which, together with any cash balances held in the Escrow Fund, shall be sufficient to pay the principal of, redemption premium, if any, and interest coming due on the Refunded Bonds on or prior to the Redemption Date. The Refunded Bonds shall be either paid at maturity or redeemed on the Redemption Date.

**Section 5. Approval of Thirteenth Supplemental Indenture.** The County hereby authorizes and directs the Mayor to execute the Thirteenth Supplemental Indenture, and the Comptroller to attest the same under the seal of the County, and to deliver the Thirteenth Supplemental Indenture to the Trustee for its execution. The Thirteenth Supplemental Indenture shall be in substantially the form attached hereto as Exhibit B, with such changes, amendments, modifications, omissions and additions as may be approved by said Mayor upon the advice of the County's co-bond counsel. In the event the Series 2016 Bonds are insured by a municipal bond insurance policy as provided in the second paragraph of Section 14 hereof, the language provided in Section 7.1 of the Thirteenth Supplemental Indenture shall be applicable. If the Series 2016 Bonds are not insured, the provisions of Section 7.1 of the Thirteenth Supplemental Indenture shall be deleted. Execution by the Mayor of the Thirteenth Supplemental Indenture shall be conclusive evidence of approval of such changes. U.S. Bank National Association is hereby appointed as Trustee under the Thirteenth Supplemental Indenture.

**Section 6. Approval of Escrow Deposit Agreement.** The County hereby authorizes and directs the Mayor to execute the Escrow Deposit Agreement, and the Comptroller to attest the same under the seal of the County, and to deliver the Escrow Deposit Agreement to the Escrow Agent for its execution. The Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit A and hereby approved, with such changes, amendments, modifications, omissions and additions as may be approved by said Mayor upon the advice of the County's co-bond counsel and financial advisor. Execution by the Mayor of the Escrow Deposit Agreement shall be conclusive evidence of approval of such changes. U.S. Bank National Association, as Trustee, is hereby appointed as Escrow Agent under the Escrow Deposit Agreement.

**Section 7. Sale of Series 2016 Bonds; Terms of Series 2016 Bonds and Application of Proceeds Thereof; Approval of Final Details of Series 2016 Bonds.** The County hereby authorizes the sale of the Series 2016 Bonds at public sale in accordance with the Official Notice of Bond Sale, the form of which is attached hereto as Exhibit C, and subject to the conditions for award set forth in Section 9 hereof. The County Administrator is hereby authorized and directed to advertise for electronic bids and/or to publish, or cause to be published, the official or summary form of notice of sale in The Bond Buyer or in such other suitable publication as shall be recommended by the financial advisor of the County. The County hereby approves of the terms and details of the Series 2016 Bonds and the application of the proceeds thereof, as well as other legally available moneys currently held under the Indenture for the benefit of the Refunded Bonds, all as provided in the Thirteenth Supplemental Indenture and which shall comply with the requirements of Section 9 hereof. The Series 2016 Bonds shall be issued as Parity Bonds under the Indenture, secured in accordance with the provisions of the Indenture. The County hereby authorizes and directs the Mayor to award the Series 2016 Bonds to the successful bidder pursuant to the terms of the Indenture, the Official Notice of Bond Sale and the conditions set forth in Section 9 hereof. The Mayor shall execute the Award Certificate



setting forth the Series 2006 Bonds to be refunded, the interest rates, maturities, principal amounts, mandatory amortization installments, redemption provisions and other characteristics of the Series 2016 Bonds as provided in Section 9 hereof.

**Section 8. Preliminary Official Statement, Final Official Statement and Continuing Disclosure Undertaking.** The distribution of a Preliminary Official Statement, substantially in the form attached hereto as Exhibit D, is hereby authorized. The Mayor, upon the advice of the County's co-disclosure counsel, is hereby authorized to certify or otherwise represent when the Preliminary Official Statement is "deemed final" by the County as of its date (except for permitted omissions), for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934 (the "Rule").

The Mayor is authorized and directed, on behalf of the County, to modify, change and supplement the Preliminary Official Statement as attached hereto in order for the Preliminary Official Statement as so modified, changed and supplemented to be "deemed final" for purposes of the Rule. The Mayor is also authorized to sign and deliver on behalf of the County the final Official Statement and to certify the accuracy of the final Official Statement and any amendment thereto as may, in the Mayor's judgment, be necessary or appropriate, to the Underwriters. The distribution and use of the final Official Statement by the Underwriters in connection with the original issuance of the Series 2016 Bonds is further approved.

In order to satisfy the continuing disclosure requirements of the Rule, the County shall undertake all responsibilities and obligations relating thereto which are described in Article VIII of the Thirteenth Supplemental Indenture.

**Section 9. Delegation to Mayor to Award Series 2016 Bonds; Conditions Precedent.** Subject to the conditions hereinafter set forth, the Mayor is hereby authorized and empowered to award the sale of the Series 2016 Bonds to the successful bidder on behalf of the County and to determine and designate the principal amounts, mandatory amortization installments and maturities of the Series 2016 Bonds. This delegation of authority is expressly made subject to the following conditions:

(A) The award of the Series 2016 Bonds shall take place on or before December 31, 2016.

(B) The Mayor shall approve the final form of the Official Notice of Bond Sale, in substantially the form attached hereto as Exhibit C, with such changes, insertions and omissions and such filling in of blanks therein as hereafter may be approved by the Mayor, upon the advice of co-bond counsel and the County Attorney.

(C) The aggregate principal amount of the Series 2016 Bonds to be sold shall not exceed \$78,000,000, and the Series 2016 Bonds shall mature not later than October 1, 2032.

(D) The County shall realize a present value savings of not less than 4.00% of the principal amount of the Refunded Bonds as a result of the refunding of the Refunded Bonds and there shall be no increase in the aggregate amount of debt service requirement for the Bonds



immediately after the issuance of the Series 2016 Bonds as compared to such requirement immediately prior to the issuance of the Series 2016 Bonds.

(E) The true interest cost of the Series 2016 Bonds shall not exceed 5.00% per annum.

(F) The County shall have received a truth in bonding statement from the Underwriters, setting forth the information required by Section 218.385, Florida Statutes, as amended.

(G) The Underwriters shall have delivered to the County their good faith deposit in the amount of 2% of the proposed principal amount of the Series 2016 Bonds as shown on the cover of the Preliminary Official Statement in accordance with the Official Notice of Bond Sale attached hereto.

(H) The Series 2016 Bonds shall be awarded to the bidder providing the lowest overall true interest cost to the County in accordance with the Official Notice of Bond Sale attached hereto.

(I) Redemption provisions for the Series 2016 Bonds shall be as provided in the Official Notice of Bond Sale. The Mayor, upon advice of the County's financial advisor, shall determine whether the Series 2016 Bonds shall be subject to optional redemption and the authorized timing for and premium, if any for such optional redemption. In the event the Series 2016 Bonds shall be subject to optional redemption, the first call date shall be no later than October 1, 2026 with a redemption premium no greater than 1% of the par amount of the Series 2016 Bonds called for redemption.

(J) Such other conditions as shall be deemed necessary by co-bond counsel or the County Attorney.

Upon the satisfaction of the foregoing conditions and to evidence the sale and award of the Series 2016 Bonds to the Underwriters, the Mayor shall execute and deliver the Award Certificate which shall (1) certify compliance with the foregoing provisions; (2) set forth the principal amount, maturities, mandatory amortization installments, interest rates, redemption provisions and other fiscal details of the Series 2016 Bonds; (3) attach the bid of the successful bidder, (4) set forth the Series 2006 Bonds to be refunded and the Redemption Date therefor, and (5) set forth any additional matters relating to the sale of the Series 2016 Bonds, including but not limited to, the identity of the municipal bond insurer, if any, for the Series 2016 Bonds pursuant to Section 14 hereof and how much, if any, of the amount deposited under the Escrow Deposit Agreement will be invested in Qualified Permitted Investments, as described in Section 4 hereof. The Mayor shall rely upon advice of the County's financial advisor as to satisfaction of the conditions provided in this Section 9.

**Section 10. Approval of Costs of Issuance.** The County hereby authorizes the County Administrator to pay, or cause to be paid, from a portion of the proceeds of the Series 2016 Bonds all costs of issuance incurred in connection with the issuance of the Series 2016 Bonds, including without limitation, the fees of co-bond counsel, co-disclosure counsel and financial advisor, printing costs, costs of providing electronic publication and bidding, rating agency fees, costs of the verification report, initial acceptance fees of the Escrow Agent and depositories and

costs of underwriting discount (including bond insurance), all with respect to the Series 2016 Bonds.

**Section 11. Good Faith Deposit.** A good faith deposit in the amount of 2% of the proposed principal amount of the Series 2016 Bonds as shown on the cover of the Preliminary Official Statement shall be required of the Underwriters, which deposit shall be made as described in and subject to the conditions of the Official Notice of Bond Sale.

**Section 12. Arbitrage Certificate.** The Mayor and the Comptroller are hereby authorized to execute an arbitrage certificate with arbitrage rebate covenants attached thereto expressing the expectation of the County as to the investment and expenditure of the proceeds of the Series 2016 Bonds and of the investment of funds collected to pay the Series 2016 Bonds.

**Section 13. Book-Entry System.** The Series 2016 Bonds shall be issued initially in book-entry only form. The County is authorized to make such other provisions and perform such further acts as are necessary to provide for the issuance of the Series 2016 Bonds in book-entry only form. While in book-entry form, the Series 2016 Bonds shall be registered to Cede & Co. ("Cede"), as nominee for The Depository Trust Company ("DTC"), and immobilized in the custody of DTC.

While in book-entry form, all payments for the principal of, redemption premiums, if any, and interest on the Series 2016 Bonds shall be paid by check, draft or wire transfer by the Trustee to Cede, without prior presentation or surrender of any Series 2016 Bonds (except for final payment thereof); and shall constitute payment thereof pursuant to, and for all purposes, of the Indenture.

**Section 14. Authorization of Municipal Bond Insurance.** The Official Notice of Bond Sale permits the successful bidder to specify that all or a portion of the Series 2016 Bonds shall be insured by a municipal bond insurer designated in its bid. The premium of such municipal bond insurance shall be taken into account in calculating the true interest cost of the Series 2016 Bonds for purposes of determining the successful bidder.

The Mayor is authorized to accept a commitment for municipal bond insurance insuring the Series 2016 Bonds or maturities thereof, and to the extent necessary to evidence the requirements of the insurer, the Mayor is hereby authorized to execute an agreement with the insurer, which shall be deemed to supplement the terms of this Resolution, setting forth such requirements. The premium of such municipal bond insurance shall be paid from proceeds of the Series 2016 Bonds.

The identity of the insurer, if any, for the Series 2016 Bonds shall be included in the Award Certificate for the Series 2016 Bonds. If insured, there shall be printed on each insured Series 2016 Bond a statement to the effect that scheduled payments of the principal of and interest on such Series 2016 Bonds are insured by the insurer, and the Comptroller is hereby authorized and directed to pay or cause to be paid any premium stated in an acceptable commitment for said municipal bond insurance policy upon the delivery of the Series 2016 Bonds.

**Section 15. Execution and Delivery of Series 2016 Bonds.** The Mayor and Comptroller are hereby authorized and directed, subject to the sale of the Series 2016 Bonds in compliance with the conditions set forth in Section 9 hereof, to execute and attest, respectively, and deliver the Series 2016 Bonds to or on behalf of the successful bidder upon payment of the purchase price, pursuant to the conditions stated in the Official Notice of Bond Sale and the Indenture.

**Section 16. General Authority.** The Mayor, the members of the Board, the Comptroller, the County Attorney, the County Administrator and the officers, attorneys and other agents or employees of the County and Comptroller are hereby authorized to take all actions required of them by this Resolution, the Indenture and/or the Escrow Deposit Agreement, or desirable or consistent with the requirements of this Resolution, the Indenture and/or the Escrow Deposit Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and the Mayor and each member, employee, attorney and officer of the Board and the Comptroller is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The Mayor may, among other things, change the date of any document accompanying this Resolution as an exhibit. Execution by the Mayor of such document shall be deemed to be conclusive evidence of approval of such change of date. The Mayor and the Comptroller are hereby authorized to execute any and all forms and agreements relating to the purchase of securities to be deposited into the Escrow Fund.

**Section 17. Severability and Invalid Provisions.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2016 Bonds.

**Section 18. Effective Date.** This Resolution shall become effective immediately upon its adoption.

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**ADOPTED** at a meeting this 24th day of May, 2016.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Teresa Jacobs  
Orange County Mayor

Attest:

MARTHA O. HAYNIE,  
Orange County Comptroller

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

Ex Officio Clerk of the Board  
of County Commissioners



Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
7

AGENDA ITEM

April 26, 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 Items for May 24, 2016  
FY 2016 Law Enforcement Trust Fund Expenditure  
Orange County Sheriff's Office Request

The Orange County Sheriff's Office is requesting \$29,400 from the FY 2016 Law Enforcement Trust Fund for the following purposes:

**Sheriff's Equipment:**

**NARCAN Nasal Spray - \$27,900.** This request is to fund 744 doses of NARCAN Nasal Spray. This U.S. Food and Drug Administration nasal spray is a life-saving medication that can stop or reverse the effects of an opioid overdose. As a result of our ability to administer this medication we will be enhancing the quality of life in our community.

**Contribution:**

**Young Fathers of Central Florida – \$1,500.** This organization has been part of the Central Florida community since 2006. Since inception, their programs have focused on responsible fatherhood and improving the lives of community members in the areas of crime prevention, safer neighborhoods, and drug abuse education and prevention.

**ACTION REQUESTED:** 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).



Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners  
Consent Agenda Items for May 24, 2016  
April 26, 2016  
Page 2

**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



*Sheriff Jerry L. Demings*

# ORANGE COUNTY SHERIFF'S OFFICE

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

April 11, 2016

TO: Board of County Commissioners

FROM: Sheriff Jerry L. Demings *[Signature]*

SUBJECT: Law Enforcement Trust Fund (LETf) Expenditures

The Sheriff plans to donate from the Law Enforcement Trust Fund for the following items and amount.

<u>Account No.</u>	<u>Item</u>	<u>Amount</u>
	NARCAN Nasal Spray	\$27,900

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
- ☐ 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, this purchase(s) fall within the statutory guidelines authorizing expenditures from Law Enforcement Trust Fund monies and does not represent recurring cost for the Agency for subsequent fiscal years. The above item has HAS NOT been previously approved for receiving LETf monies. This request does not supplement any other Sheriff's Office expenditure.

*[Signature]*  
Assistant General Counsel, Sheriff of Orange County

*4/22/16*  
Date

APPROVED:

BY: \_\_\_\_\_  
For the Board of County Commissioners

\_\_\_\_\_  
Date





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

April 11, 2016

TO: Comptroller Andrew C. DiLoretto  
FROM: Sheriff Jerry L. Demings  
SUBJECT: Trust Fund Request – NARCAN Nasal Spray

Please develop a trust fund request of \$27,900 to fund 744 doses of NARCAN Nasal Spray.

This U.S. Food and Drug Administration nasal spray is a life-saving medication that can stop or reverse the effects of an opioid overdose. As a result of our ability to administer this medication we will be enhancing the quality of life in our community.

Thank you for your assistance in this matter.

A handwritten signature in black ink, appearing to be "J.L.D.", with a long, sweeping horizontal line extending to the right.

J.L.D.

JLD/taw  
Attachments



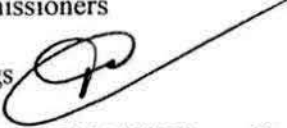
*Sheriff Jerry L. Demings*

# ORANGE COUNTY SHERIFF'S OFFICE

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

April 08, 2016

TO: Board of County Commissioners

FROM: Sheriff Jerry L. Demings 

SUBJECT: Law Enforcement Trust Fund (LETf) Expenditures

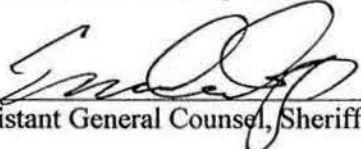
The Sheriff plans to make purchases from the Law Enforcement Trust Fund for the following items and amounts.

<u>Account No.</u>	<u>Item</u>	<u>Amount</u>
	Young Fathers of Central Florida	\$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

4/22/16  
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**

April 08, 2016

TO: Mr. Andy DiLoreto  
FROM: Sheriff Jerry L. Demings  
SUBJECT: Trust Fund Request – Young Fathers of Central Florida

Please develop a trust fund request of \$1,500.00 for Young Fathers of Central Florida.

This organization has been part of the Central Florida community since 2006. Since inception, their programs have focused on responsible fatherhood and improving the lives of community members in the areas of crime prevention, safer neighborhoods and drug abuse education and prevention.

Please forward the check to my office once this request has been completed.

Thank you for your assistance in this matter.

A handwritten signature in black ink, appearing to be "J. L. D.", with a long horizontal line extending to the right.

J. L. D.

/taw  
Attachment



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

April 25, 2016

**Submissions Approved to Date**

<u>Contributions</u>	<u>Sheriff Programs/ Equipment</u>	<u>Total</u>
\$43,000.00	\$696,157.90	\$739,157.90
5.8%	94.2%	100.0%

**Submission for Approval**

**Consent Agenda - May 24, 2016**

<u>Contributions</u>	<u>Sheriff Programs/ Equipment</u>	<u>Total</u>
\$1,500.00	\$27,900.00	\$29,400.00

**YTD Submissions for Approval**

<u>Contributions</u>	<u>Sheriff Programs/ Equipment</u>	<u>Total</u>
\$44,500.00	\$724,057.90	\$768,557.90
6%	94%	100.0%

NOTE: This submission includes requests for:  
 Young Fathers of Central Florida - \$1,500  
 NARCAN Nasal Spray - \$27,900



Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
8

AGENDA ITEM

May 4, 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 May 24, 2016  
Budget Transfer #16C-0148

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 #16C-0148.**

KP/NM/vh

Attachment

## BUDGET TRANSFER REQUEST

CONTROL NO 16C-0148

BCC

(To be assigned by OMB)

vh

## AGENDA ITEM

FUND NO 1046

DEPARTMENT(S) Fire Rescue

DATE: 05/24/16

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

pg 1 of 1

	AGENCY	ORGANIZATION	OBJECT	APPR	AMOUNT FROM	AMOUNT TO
NO.	034	0475	9550	FUD	\$50,000	
TITLE		Reserves - Fire Rescue	Reserves - Future Capital Outlay			
NO.	034	0798	6110	FED		\$50,000
TITLE		Fire Station #32	Land and Permanent Easements			
TOTAL:					\$50,000	\$50,000

JUSTIFICATION (to be completed by OMB):

In preparation for a permanent fire station in the Four

Corners Community of Orange County, it is necessary to conduct a feasibility study on a county  
owned parcel to evaluate drainage, utilities, and site adaptation for the conceptual design. Total  
project cost will not change.

REQUESTED BY: Original on file  
 (Department Manager)

RECOMMENDED BY:

Kurt N. Peterson  
 Office of Management & Budget

(County Comptroller)

APPROVED / DISAPPROVED

Board of County Commissioners / County Administrator:



Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
9

AGENDA ITEM

May 4, 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 May 24, 2016  
CIP Amendment #16C-0150

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

**ACTION REQUESTED: Approval of CIP amendment #16C-0150.**

KP/RW/vh

Attachment

# AGENDA ITEM

## REQUEST FOR AMENDMENT TO 5 YEAR CAPITAL IMPROVEMENTS PROGRAM

Department: Constitutional Officers  
Board of County Commissioners

Amendment No.: 16C-0150  
 Date Approved: 05/24/16

### Project Information

FUND	PROJECT #	PROJECT TITLE	FROM	TO
1023	0331	INVEST - District 1 Capital Projects	250,000	
1023	0337	INVEST - District 1 Roundabout		250,000
AMENDMENT TOTAL			\$ 250,000	\$ 250,000

### Project Amount Prior To This Amendment

Project ID/Org	Prior Years	Current Budget	Future Years	Total Project
0331	-	2,500,000	2,500,000	5,000,000
0337	-	-	-	-

### Revised Project Amount

Current Budget	Future Years	Total Project
2,250,000	2,500,000	4,750,000
250,000	-	250,000

### Description/Justification:

The INVEST program that began this fiscal year, set aside \$5 million in each commission district for one-time capital needs. Once identified projects are ready to proceed, funding will be allocated to those projects. This CIP amendment is necessary to transfer funds to an identified District 1 project that will construct a roundabout at the intersection of Stoneybrook Parkway, Roberson Road, and Windermere Road. This project will be a partnership between Orange County and the City of Winter Garden. The total cost of the project will be \$1.5 million, with Orange County being responsible for \$750,000, of which \$250,000 will come from District 1 INVEST funding.

Original on file  
 DEPARTMENT MANAGER

  
 OFFICE OF MANAGEMENT & BUDGET



Interoffice Memorandum



April 28, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From: *CW* Carrie Woodell, Acting Manager, Procurement Division

Contact: Richard Steiger, Manager, Facilities Management Division  
(407) 836-7473

Subject: Award of Invitation for Bids Y16-182-EB, County Wide Roof  
Maintenance and Repair Services

ACTION REQUESTED:

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 request authorization for the Procurement Division to exercise contract option years one and two. The estimated contract amount includes every conceivable requirement that may arise during the performance of the contract.

PROCUREMENT:

Work under this contract consists of providing all labor, materials, equipment, services and incidentals necessary to provide regular and emergency roof repairs and replacements on various roof systems throughout Orange County buildings.

FUNDING:

Funding is available in account number 0001 043 1713 3810.

APPROVALS:

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

REMARKS:

Three bids were received. The bid of Advanced Roofing, Inc. is approximately 75% lower than the second low bid submitted. Staff attributed the price difference to current market fluctuations and the means and methods utilized by Advanced Roofing, Inc. in the performance of previous County roof repair and replacement contracts. Advanced Roofing, Inc. has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Advanced Roofing, Inc.

Award of Invitation for Bids Y16-182-EB, County Wide Roof Maintenance and Repair Services  
Page 2 of 2

Bids Received

<b>Advanced Roofing, Inc.</b>	<b>Base Year:</b>	<b>\$ 667,522.50</b>
	<b>Option Year 1:</b>	<b>\$ 687,816.50</b>
	<b>Option Year 2:</b>	<b><u>\$ 693,531.50</u></b>
	<b>Total Bid:</b>	<b>\$2,048,870.50</b>
Atlas Apex Roofing, LLC	Base Year:	\$1,127,155.00
	Option Year 1:	\$1,127,155.00
	Option Year 2:	<u>\$1,179,559.00</u>
	Total Bid:	\$3,433,869.00
Roof Control Services, Inc.	Base Year:	\$1,104,429.00
	Option Year 1:	\$1,322,172.40
	Option Year 2:	<u>\$1,315,056.45</u>
	Total Bid:	\$3,741,657.85




Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

April 21, 2016

TO: Elia Batista, Senior Contract Administrator  
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-182-EB, Countywide Roof Maintenance and Repair

The Business Development Division evaluated the 3 bids submitted for this project and found that the apparent low bidder **Advanced Roofing, Inc.** did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide good faith effort documentation.

The second low bid submitted by Atlas Apex Roofing, LLC did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide good faith effort documentation.

The third low bid submitted by Roof Control Services, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide good faith effort documentation.

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

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

c: contract file



## BID COMPARISON

### IFB-Y16-182-EB, County Wide Roof Maintenance and Repair (Revised)

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	Advanced Roofing, Inc.	\$2,048,870.50	\$0	0%	NO					40%
2nd Low	Atlas Apex Roofing, LLC	\$3,433,869	\$0	0%	NO	\$1,384,999	67.60%			97%
3rd Low	Roof Control Services, Inc.	\$3,741,657.85	\$0	0%	NO	\$1,692,787	82.62%	\$307,789	8.96%	0%



Interoffice Memorandum

April 25, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: Carrie Woodell, Acting Manager, Procurement Division

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

SUBJECT: Award of Invitation for Bids Y16-1016-DG, Right-of-Way  
Mowing – Goldenrod Area, Section II

ACTION REQUESTED:

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 request authorization for the Procurement Division to exercise option years one and two.

PROCUREMENT:

To provide right-of-way mowing in the Goldenrod Area, Section II located in Districts 2, 3 and 5.

FUNDING:

Funding is available in account number 1002 072 2906 3816. Staff anticipates that the entire contract amount will be ordered during the contract period. Funds will be cited on individual delivery orders.

APPROVALS:

The Roads and Drainage Division and the Business Development Division concur with this recommendation.



REMARKS:

Five bids from pre-qualified bidders were received in response to this Invitation for Bids, and evaluated for responsiveness, responsibility and price. Groundtek of Central Florida is the lowest responsive responsible bidder. The bid is considered reasonable based on comparison to prices for the same services under the current County right-of-way contract for the same area. Groundtek of Central Florida confirmed its bid and understanding of the requirements of the contract. Also, they have a record of satisfactory performance on similar county contracts. Therefore, award is recommended to Groundtek of Central Florida.

Bids ReceivedBid Price

Groundtek of Central Florida

Basic Year: \$250,260

Option Year 1: \$285,110

Option Year 2: \$347,600

Total Bid: \$882,970

Begley's Cleaning Service, Inc.

dba Millennium Grounds &amp; Waters

Basic Year: \$252,880

Option Year 1: \$288,155

Option Year 2: \$342,250

Total Bid: \$883,285

AmeriScapes Landscape Management Services, LLC

Basic Year: \$354,400

Option Year 1: \$280,775

Option Year 2: \$342,250

Total Bid: \$977,425

P &amp; L Lawn Maintenance, Inc.

Basic Year: \$281,100

Option Year 1: \$325,520

Option Year 2: \$402,500

Total Bid: \$1,009,120

Bids Received (continued)

Lawnwalker Services, Inc.

Bid Price (continued)

Basic Year:	\$543,020
Option Year 1:	\$495,470
Option Year 2:	<u>\$454,200</u>
Total Bid:	\$1,492,690




Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

April 14, 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-Y16-1016-DG, Right of Way Mowing – Goldenrod Area, Section II**

The Business Development Division evaluated the **5 bids** submitted for this project and found that this contract may be awarded to **Groundtek of Central Florida**, 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

### Y16-1016-Dg, Right of Way Mowing - Goldenrod Area, Section II

Rank	Bidder	Bid Amount	\$ Over Low Bid	% Difference From Low Bid (5%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid
Low Bid	Groundtek of Central Florida (HM)	\$882,970				
2nd Low	Begley's Cleaning Service, Inc. dba Millennium Grounds & Waters	\$883,285	\$315	0.04%		
3rd Low	Ameriscapes Landscape Management Services, LLC	\$977,425	\$94,455	10.70%	\$94,140	10.66%
4th Low	P&L Lawn Maintenace, Inc. ( HM)	\$1,009,120	\$126,150	14.29%	\$125,835	14.25%
5th Low	Lawnwalker Services, Inc.	\$1,492,690	\$609,720	69.05%	\$609,405	68.99%

Interoffice Memorandum

April 22, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: Carrie Woodell, Acting Manager, Procurement Division

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

SUBJECT: Award of Invitation for Bids Y16-1017-DG, Right-of-Way  
Mowing – Three Points Area, Section IV

ACTION REQUESTED:

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 request authorization for the Procurement Division to exercise option years one and two.

PROCUREMENT:

To provide right-of-way mowing in the Three Points Area, Section IV located in District 4.

FUNDING:

Funding is available in account number 1002 072 2906 3816. Staff anticipates that the entire contract amount will be ordered during the contract period. Funds will be cited on individual delivery orders.

APPROVALS:

The Roads and Drainage Division and the Business Development Division concur with this recommendation.



REMARKS:

Four bids from pre-qualified bidders were received in response to this Invitation for Bids, and evaluated for responsiveness, responsibility and price. Lawnwalker Services, Inc. is the lowest responsive responsible bidder. The bid is considered reasonable based on comparison to prices for the same services under the current County right-of-way contract for the same area. Lawnwalker Services, Inc. confirmed its bid and understanding of the requirements of the contract. Also, they have a record of satisfactory performance on similar county contracts. Therefore, award is recommended to Lawnwalker Services, Inc.

Bids ReceivedBid Price

Lawnwalker Services, Inc.

Basic Year: \$158,100

Option Year 1: \$186,885

Option Year 2: \$189,470

Total Bid: \$534,455

Begley's Cleaning Service, Inc.  
dba Millennium Grounds & Waters

Basic Year: \$279,700

Option Year 1: \$291,805

Option Year 2: \$312,550

Total Bid: \$884,055

AmeriScapes Landscape Management Services, LLC

Basic Year: \$392,500

Option Year 1: \$299,725

Option Year 2: \$326,950

Total Bid: \$1,019,175

Groundtek of Central Florida

Basic Year: \$363,100

Option Year 1: \$399,395

Option Year 2: \$435,690

Total Bid: \$1,198,185





Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

April 14, 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-Y16-1017-DG, Right of Way Mowing – Three Points Area, Section IV**

The Business Development Division evaluated the **4 bids** submitted for this project and found that the **1** Orange County Certified Minority Women Business Enterprise bidder **was not within 6%** of the low bid for bid awards from \$500,000.01 to \$750,000.00. 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



Y16-1017-DG, Right of Way Mowing - Three Points Area, Section IV

Rank	Bidder	Bid Amount	\$ Over Low Bid	% Difference From Low Bid (6%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid
Low Bid	Lawnwalker Services, Inc.	\$534,455				
2nd Low	Begley's Cleaning Service, Inc. dba Millennium Grounds & Waters	\$884,055	\$349,600	65.41%		
3rd Low	Ameriscapes Landscape Management Services, LLC	\$1,019,175	\$484,720	90.69%	\$135,120	15.28%
4th Low	Groundtek of Central Florida (HM)	\$1,198,185	\$663,730	124.19%	\$314,130	35.53%



Interoffice Memorandum

April 22, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: Carrie Woodell, Acting Manager, Procurement Division

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

SUBJECT: Award of Invitation for Bids Y16-1018-DG, Right-of-Way  
Mowing – Taft Area, Section II

ACTION REQUESTED:

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 request authorization for the Procurement Division to exercise option years one and two.

PROCUREMENT:

To provide right-of-way mowing in the Taft Area, Section II located in Districts 1, 2 and 6.

FUNDING:

Funding is available in account number 1002 072 2906 3816. Staff anticipates that the entire contract amount will be ordered during the contract period. Funds will be cited on individual delivery orders.

APPROVALS:

The Roads and Drainage Division and the Business Development Division concur with this recommendation.

REMARKS:

Four bids from pre-qualified bidders were received in response to this Invitation for Bids, and evaluated for responsiveness, responsibility and price. Lawnwalker Services, Inc. is the lowest responsive responsible bidder. The bid is considered reasonable based on comparison to prices for the same services under the current County right-of-way contract for the same area. Lawnwalker Services, Inc. confirmed its bid and understanding of the requirements of the contract. Also, they have a record of satisfactory performance on similar county contracts. Therefore, award is recommended to Lawnwalker Services, Inc.

Bids ReceivedBid Price

Lawnwalker Services, Inc.

Basic Year: \$175,820

Option Year 1: \$183,400

Option Year 2: \$188,580

Total Bid: \$547,800

Begley's Cleaning Service, Inc.  
dba Millennium Grounds & Waters

Basic Year: \$235,600

Option Year 1: \$262,000

Option Year 2: \$288,400

Total Bid: \$786,000

Groundtek of Central Florida

Basic Year: \$254,040

Option Year 1: \$282,400

Option Year 2: \$310,760

Total Bid: \$847,200

AmeriScapes Landscape Management Services, LLC

Basic Year: \$354,400

Option Year 1: \$274,000

Option Year 2: \$301,600

Total Bid: \$930,000



Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

April 14, 2016

TO: Dorothy Gordon, Senior Purchasing Agent  
Procurement Division

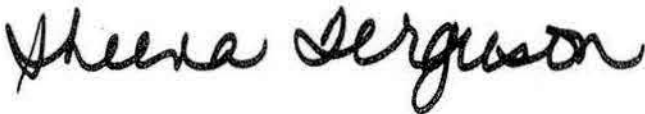
FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **IFB-Y16-1018-DG, Right of Way Mowing – Taft Area, Section II**

The Business Development Division evaluated the **4 bids** submitted for this project and found that the **1** Orange County Certified Minority Women Business Enterprise bidder **was not within 6%** of the low bid for bid awards from \$500,000.01 to \$750,000.00. 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


### Y16-1018-DG, Right of Way Mowing - Taft Area, Section II

Rank	Bidder	Bid Amount	\$ Over Low Bid	% Difference From Low Bid (6%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid
Low Bid	Lawnwalker Services, Inc.	\$547,800				
2nd Low	Begley's Cleaning Service, Inc. dba Millennium Grounds & Waters	\$786,000	\$238,200	43.48%		
3rd Low	Groundtek of Central Florida (HM)	\$847,200	\$299,400	54.65%	\$61,200	7.79%
4th Low	Ameriscapes Landscape Management Services, LLC	\$930,000	\$382,200	69.77%	\$144,000	18.32%



April 22, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From:  Carrie Woodell, Acting Manager, Procurement Division

Contact: Linda Carson, Senior Purchasing Agent, Procurement Division  
407-836-5548

Subject: Award of Invitation for Bids Y16-1020-LC, Office Supplies

ACTION REQUESTED:

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 request authorization for the Procurement Division to renew the contract for two additional 1-year periods.

PROCUREMENT:

To provide all County divisions office supplies on an as needed basis.

APPROVALS:

The Procurement Division and the Business Development Division concur with this recommendation.

REMARKS:

Three bids were received in response to the Invitation for Bids. The bids were evaluated for price, responsiveness and responsibility. Each bidder was required to provide a bid consisting of a fixed percentage discount from their published catalog pricing for office supplies. A representative sampling of 100 brand name items was priced using the discount to determine the low bidder. The award recommendation is based on the highest fixed discount percentage from the published catalog pricing for supplies, toner cartridge, and copier paper. Office Depot's bid of a 73.6% discount for supplies, 36.5% for toner cartridge and 81.5% for copier paper was determined to be the most advantageous bid for the County. This fixed discount percentage will be applicable to all authorized purchases in the catalog and shall remain firm for the life of the contract and any renewals.

The ordering system under the proposed contract allows all orders to be researched, placed and received electronically and paid for via the County's purchase cards. Therefore, this system will significantly reduce the amount of paper and manual intervention required for transactions.

Bid tabulation follows:

<u>Bidder</u>	<u>Catalog</u>	<u>Toner Cartridge</u>	<u>Copier Paper</u>	<u>Total Evaluated Cost for 100 Brand Name Items</u>
Office Depot, Inc.	73.6%	36.5%	81.5%	\$1,598.29
Capital Office Products of Volusia County, Inc.	52%	48%	75%	\$2,875.80
HP Office Products, Inc.	51%	47%	74%	\$2,932.59



Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

April 8, 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 #Y16-1020-LC, Office Supplies

The Business Development Division evaluated the **3 bids** submitted for this project and found that **none** of the bidders are Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Sheena Ferguson, Manager, Business Development Division





## Interoffice Memorandum

April 25, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: Carrie Woodell, Acting Manager, Procurement Division

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

SUBJECT: Award of Invitation for Bids Y16-619-JS, Rubber Tracked Dump Truck

### ACTION REQUESTED:

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 request authorization to purchase one additional rubber tracked dump truck in the amount of \$212,750 within the next twelve months.

### PROCUREMENT:

The rubber tracked dump truck is used to move fill dirt over sodded closed cells in order to dump the fill dirt into washout areas without harming the sod.

### FUNDING:

Funds are available in account number 4410 038 1011 6430.

### APPROVALS:

The Solid Waste Division and the Business Development Division concur with this recommendation.

### DISCUSSION:

Two bids were received in response to this Invitation for Bids and were evaluated for responsiveness, responsibility and price. The low bidder, Soft Track Supply, Inc., meets all specifications and requirements of the solicitation. Therefore, recommendation for award is made to Soft Track Supply, Inc.

The bid tabulation is attached.

BID TABULATION  
IFB Y16-619-JS  
RUBBER TRACKED DUMP TRUCK

Item #	Description	Quantity	Soft Track Supply, Inc.	Newman Tractor, LLC
1	Rubber Tracked Dump Truck	1	\$214,750	\$249,000
2	Additional Quantity	1	\$212,750	\$249,000
	Total Bid Items 1 & 2		\$427,500	\$498,000



BUSINESS DEVELOPMENT DIVISION

April 1, 2016

TO: Jim Schell, Senior Purchasing Agent  
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y16-619-JS, Rubber Tracked Dump Truck

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 cannot be applied.

c: Sheena Ferguson, Manager, Business Development Division

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



Interoffice Memorandum

April 26, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From: Carrie Woodell, Acting Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y16-736-EB, Lake Anderson Stormwater  
Treatment System

ACTION REQUESTED:

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.

PROCUREMENT:

The scope of this project is to construct an alum injection system to reduce the phosphorous levels in the Anderson Road pond in order to provide improved stormwater quality in the pond. The project includes the construction of an alum storage facility, installation of chemical injection equipment, pumps, instrumentation, associated piping, a concrete slab for system components and a roof structure. The project is located in District 3.

FUNDING:

Funding is available in account number 0001 068 2422 3197.

APPROVALS:

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

REMARKS:

Three bids were received. The low bid submitted by Schuller Contractors Incorporated is approximately 12.8% lower than the second low bid. Staff attributed the price difference to current market fluctuations and contractor's means and methods. Schuller Contractors, Incorporated has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Schuller Contractors Incorporated.



Page 2

Award of Invitation for Bids Y16-736-EB

<u>Bids Received:</u>	<u>Bid Amount</u>
Schuller Contractors Incorporated	\$273,603
AP Construction Contractor	\$308,526
Close Construction, LLC	\$311,976



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

March 7, 2016

TO: Elia Batista, Senior Contract Administrator  
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-736-EB / Lake Anderson Stormwater Treatment System

The Business Development Division evaluated the 3 bids submitted for this project and found that the apparent low bidder Schuller Contractors Incorporated did not achieve good faith effort documentation and reported 15.28% MWBE participation in their bid. Please note the following certified MWBE participation:

Wbe-wf	Winter Garden Grassing	\$1,800
Mbe-am	Power Engineering Group	\$40,000
Total MWBE Participation		\$41,800.00 (15.28%)

The second low bid submitted by Orange County MWBE firm AP Construction Contractor, LLC met the MWBE participation goal and reported 54.66% MWBE participation in their bid.

The third low bid submitted by Close Construction, LLC did not achieve good faith effort documentation and reported 20.48% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

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

# **BID COMPARISON**

## **IFB-Y16-736-EB / Lake Anderson Stormwater Treatment System**


<b>Rank</b>	<b>Bidder</b>	<b>Bid Amount</b>	<b>M/WBE \$'s in Bid</b>	<b>% M/WBE (Goal 25%)</b>	<b>GFE</b>	<b>\$ Over Low Bid</b>	<b>% Difference From Low Bid (7%)</b>	<b>\$ Over 2nd Low Bid</b>	<b>% Difference From 2nd Low Bid</b>	<b>EEO % M / W</b>
Low Bid	Schuller Contractors Incorporated	\$273,603	\$41,800.00	15.28%	no					75/10
2nd Low	AP Construction Contractor, LLC [mbe-hm]	\$308,526	\$168,634.69	54.66%	na	\$34,923	12.76%			83/16
3rd Low	Close Construction, LLC	\$311,976	\$63,906.00	20.48%	no	\$38,373	14.03%	\$3,450	1.12%	2/23



## Interoffice Memorandum

April 21, 2016

To: Mayor Teresa Jacobs and the Board of County Commissioners

From:  Carrie Woodell, Acting Manager, Procurement Division

Contact: Terry Devitt, Assistant Director, Orange County Convention Center,  
407-685-9867

Subject: Award of Invitation for Bids Y16-748-MM, Orange County Convention  
Center West Concourse Hall D Meeting Room Renovations

### ACTION REQUESTED:

Approval to award Invitation for Bids Y16-748-MM, Orange County Convention Center West Concourse Hall D Meeting Rooms 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.

### PROCUREMENT:

The project scope includes the renovation of Room #224 and the adjacent corridor including new carpet, painting, new wall panels, new fabric at the airwalls, acoustical ceiling grid and tile, hard ceiling features, doors and door surrounds, new LED lighting, and fire protection. Additive #1 provides demolition and renovation of Meeting Room #221 and Additive #2 provides acoustical fabric wall coverings for the moveable partitions. The project is located in District 6.

### FUNDING:

Funding is available in account number 4430-035-0966-6210.

### APPROVALS:

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

### REMARKS:

Three bids were received. There was a 29.87% price difference between Axios Construction Services, LLC and the next low bidder, Pillar Construction Group, LLC. Staff's evaluation determined that Axios Construction Services, LLC's bid was fair and within current market value compared to similar projects.

Axios Construction Services, LLC has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Axios Construction Services, LLC.

Bids Received:

## Axios Construction Services, LLC

Base Bid:	\$ 997,026
Additive #1:	\$ 151,266
Additive #2:	\$ 43,233
<b>Total:</b>	<b>\$1,191,525</b>

## Pillar Construction Group, LLC

Base Bid:	\$1,161,600
Additive #1:	\$ 290,400
Additive #2:	\$ 158,000
Total:	\$1,610,000

## Gomez Construction Company

Base Bid:	\$1,517,700
Additive #1:	\$ 117,108
Additive #2:	\$ 38,468
Total:	\$1,673,276





Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

April 5, 2016

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

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

**SUBJECT:** Business Development Division Bid Evaluation

**PROJECT:** Y16-748-MM / Orange County Convention Center West Concourse Hall D  
Meeting Rooms Renovation – Additive Item 1 and Item 2

The Business Development Division evaluated the 3 bids submitted for this project and found that the apparent low bidder Orange County MWBE firm Axios Construction Services, LLC met the MWBE participation goal and reported 28.90% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-afam	Axios Construction Services, LLC	\$247,881.52
Mbe-hm	Lakeside Electrical Services, LLC	\$96,461.00
<b>Total MWBE Participation</b>		<b>\$344,342.52 (28.90%)</b>

The second low bid submitted by Pillar Construction Group, LLC did not achieve good faith effort documentation and reported 5.84% MWBE participation in their bid.

The third low bid submitted by Gomez Construction Company did not achieve good faith effort documentation and reported 7.11% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

*Sheena Ferguson*

**BID COMPARISON - BASE + ADDITIVE ITEM 1 AND 2**

**IFB-Y16-748-MM / Orange County Convention Center West Concourse Hall D Meeting Rooms Renovation**

<b>Rank</b>	<b>Bidder</b>	<b>Bid Amount</b>	<b>M/WBE \$'s in Bid</b>	<b>% M/WBE (Goal 25%)</b>	<b>GFE</b>	<b>\$ Over Low Bid</b>	<b>% Difference From Low Bid (5%)</b>	<b>\$ Over 2nd Low Bid</b>	<b>% Difference From 2nd Low Bid</b>	<b>EEO % M / W</b>
Low Bid	Axios Construction Services, LLC [mbe-afam]	\$1,191,525	\$344,342.52	28.90%	na					71/23
2nd Low	Pillar Construction Group, LLC	\$1,610,000	\$94,000.00	5.84%	no	\$418,475	35.12%			16/16
3rd Low	Gomez Construction Company	\$1,673,276	\$118,961.00	7.11%	no	\$481,751	40.43%	\$63,276	3.93%	23/20



Interoffice Memorandum

April 21, 2016

To: Mayor Teresa Jacobs and the Board of County Commissioners

From: Carrie Woodell, Acting Manager, Procurement Division

Contact: Terry Devitt, Assistant Director, Orange County Convention Center  
407- 685-9867

Subject: Award of Invitation for Bids Y16-749-MM, Orange County Convention Center North/South Building Wayfinding and Advertising System

ACTION REQUESTED:

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.

PROCUREMENT:

The project scope includes the fabrication and installation of 11 ceiling mounted digital wayfinding and advertising units, each to house 16 digital TV monitors and 22 network cameras at the North/South Building at the Orange County Convention Center. The project includes fabrication of the sign enclosure structures, as well as electrical and data connections, structural support, and system testing. Additionally, the fabrication and installation of 24 floor-mounted non-digital display wayfinding units with lighting features is included in the project scope. The signage project will assist guests in finding their way throughout the buildings and will allow clients a method to advertise. The project is located in District 6.

FUNDING:

Funding is available in account number 4430-035-0965-6210.

APPROVALS:

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

REMARKS:

Two bids were received. Pillar Construction Group, LLC was the low bidder. There was a 12.8% price difference between Pillar Construction Group, LLC and the next low bidder, Axios Construction Services, LLC. However, staff's evaluation determined that Pillar Construction Group, LLC's bid was fair and within current market value compared to similar projects.

Pillar Construction Group, LLC, has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Pillar Construction Group, LLC.

Bids Received:

Pillar Construction Group, LLC  
Axios Construction Services, LLC

Base Bid:

\$ 880,000.00  
\$ 1,000,399.36



**BUSINESS DEVELOPMENT DIVISION**

April 7, 2016

TO: Marsha Mussori, Senior Contract Administrator  
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: Y16-749-MM / Orange County Convention Center North/South Building  
Wayfinding and Advertising System**

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

The second low bid submitted by Orange County MWBE firm Axios Construction Services, LLC met the MWBE participation goal and reported 90.40% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

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

# BID COMPARISON

## IFB-Y16-749-MM / Orange County Convention Center North/South Building Wayfinding and Advertising System


Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (5%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Pillar Construction Group, LLC	\$880,000.00	\$0	0.00%	no					16/16
2nd Low	Axios Construction Services, LLC [mbe-afam]	\$1,000,399.36	\$904,346	90.40%	na	\$120,399.36	13.68%			71/29



Interoffice Memorandum

April 26, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From:  Carrie Woodell, Acting Manager, and Procurement Division

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

Subject: Award of Invitation for Bids Y16-753-CC, Sheriff Gun Range  
Complex HVAC Replacement

ACTION REQUESTED:

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.

PROCUREMENT:

The existing HVAC system will be replaced with a new HVAC system. The system will serve the Administration Building, Defense Tactics Training Building, and the Ammunition Bunker. The work will also include replacing the acoustical ceiling, electrical work, HVAC controls and related incidental work. This project is located in District 4.

FUNDING:

Funding is available in account number 1023-043-2049-6210.

APPROVALS:

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

REMARKS:

Six bids were received. Although the bid from Pipeline Mechanical, Inc. is approximately 16.70% lower than the second low bidder, staff evaluated the bids and determined that the low bid was reasonable. Pipeline Mechanical, Inc. has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Pipeline Mechanical, Inc.

Bids Received:

Pipeline Mechanical, Inc.

Close Construction, LLC

Pillar Construction Group, LLC

Ellis Mechanical Corporation

Axios Construction Services, LLC

Air Mechanical and Service Corp.

Base Bid

\$540,619

\$630,897

\$650,000

\$715,000

\$737,478

\$756,400



## BUSINESS DEVELOPMENT DIVISION

April 18, 2016

TO: Corie Cummings, Senior Contract Administrator  
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-753-CC / Sheriff Gun Range Complex HVAC Replacement

The Business Development Division evaluated the 4 lowest bids of the 6 bids submitted for this project and found that the apparent low bidder Pipeline Mechanical, Inc. did not achieve good faith effort documentation and reported 9.03% MWBE participation in their bid. Please note the following certified MWBE participation:

Wbe-wf	Boyd Hart Company	\$850
Mbe-afam	Celectsys, Inc.	\$47,975
<b>Total MWBE Participation</b>		<b>\$48,825.00 (9.03%)</b>

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 Pillar Construction Group, LLC did not achieve good faith effort documentation and reported 10% MWBE participation in their bid.

The fourth low bid submitted by Ellis Mechanical Corporation did not achieve good faith effort documentation and reported 8.94% MWBE participation in their bid.

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

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

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

c: Sheen138erguson, Manager, Business Development Division

# BID COMPARISON

## IFB-Y16-753-CC / Sheriff Gun Range Complex HVAC Replacement

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (6%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Pipeline Mechanical, Inc.	\$540,619	\$48,825	9.03%	no					30/21
2nd Low	Close Construction, LLC	\$630,897	\$0	0.00%	no	\$90,278	16.70%			0/21
3rd Low	Pillar Construction Group, LLC	\$650,000	\$65,000	10.00%	no	\$109,381	20.23%	\$19,103	3.03%	16/16
4th Low	Ellis Mechanical Corporation	\$715,000	\$63,940	8.94%	no	\$174,381	32.26%	\$84,103	13.33%	15/15
5th Low	Axios Construction Services, LLC [mbe-afam]	\$737,478	\$665,862	90.29%	na	\$196,859	36.41%	\$106,581	16.89%	71/29
6th Low	Air Mechanical & Service Corp.	\$756,400	\$47,975	6.34%	no	\$215,781	39.91%	\$125,503	19.89%	39/7

Interoffice Memorandum

May 3, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From: *CW* Carrie Woodell, Acting Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y16-755-CC, Corrections  
Administration Building-Level 2 & 3 Lobby Renovation

ACTION REQUESTED:

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.

PROCUREMENT:

The contract is for work associated with minor improvements and renovations to the 2<sup>nd</sup> and 3<sup>rd</sup> floor elevator lobbies, reception areas, and waiting rooms in the Corrections Administration Building. This project is located in District 6.

FUNDING:

Funding is available in account number 1023 081 4024 6210.

APPROVALS:

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

REMARKS:

One bid was received. The bid of Grove Construction Corporation is approximately 57% higher than estimated. Due to the fact that a sole bid was received staff negotiated a \$13,560 price reduction from \$123,430 to \$109,870. Staff evaluated the negotiated price and determined the bid was reasonable.

During the solicitation phase emails were sent to several potential bidders to facilitate the submission of competitive bids. Queries from staff to those bidders who failed to compete on this project resulted in the following findings:

1. Axios Construction Services, LLC had a very busy schedule and were unable to bid on the project.

Award of Invitation for Bids Y16-755-CC

2. Café Construction & Development, Inc. stated this project did not work with their current work load.
3. CORE Engineering & Construction, Inc. stated that their observations during the pre-bid meeting and site visit, led them to feel there was too much uncertainty in the existing site conditions compared to the project requirements to provide a cost competitive proposal.
4. Blue Cord Design and Construction, LLC stated that the project came out during a busy time for their estimating department and the size and risk of the project made it unfeasible for them to bid.
5. P.W. Hearn, Inc. stated they would not be bidding on the project due to their current schedule.

Grove Construction Corporation has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Grove Construction Corporation.

<b><u>Bid Received:</u></b>	<b><u>Bid Amount:</u></b>	<b><u>Negotiated Bid Amount:</u></b>
Grove Construction Corporation	\$123,430	\$109,870





Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

May 3, 2016

TO: Corie Cummings, Senior Contract Administrator  
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **Y16-755-CC / Corrections Administration Building - Level 2 and 3  
Lobby Renovation**

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

Wbe-af	Grove Construction Corporation	\$109,870
<b>Total MWBE Participation</b>		<b>\$109,870.00 (100%)</b>

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 black ink that reads "Sheena Ferguson".

# BID COMPARISON

## IFB-Y16-755-CC / Corrections Administration Building - Level 2 and 3 Lobby Renovation

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Grove Construction Corporation [wbe-af]	\$109,870	\$109,870	100%	na					75/25



Interoffice Memorandum

April 28, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From: Carrie Woodell, Acting Manager, Procurement Division

Contact: Richard Steiger, Manager, Facilities Management Division  
(407) 836-7473

Subject: Award of Invitation for Bids Y16-757-EB, Bithlo Community Center  
Shade Structure Repairs

ACTION REQUESTED:

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.

PROCUREMENT:

The project entails repairs to an existing pre-engineered steel canopy structure over a recreational space that will be closed to the public for the duration of the project. The scope consists of temporary structural shoring, selective demolition, reconstruction of structural column footings, repairs to the existing structure, rust treatment, and painting. The project is located in District 5.

FUNDING:

Funding is available in account number 0001 043 1715 3810.

APPROVALS:

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

REMARKS:

Two bids were received. The low bid submitted by Ryan Fitzgerald Construction, Inc. is approximately 88% lower than the other bid. Staff attributed the price difference to current market fluctuations and contractor's means and methods. Ryan Fitzgerald Construction, Inc. has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Ryan Fitzgerald Construction, Inc.

Page 2  
Award of Invitation for Bids Y16-757-EB

Bids Received:

Bid Amount

Ryan Fitzgerald Construction, Inc.  
P.W. Hearn Inc.

\$134,286  
\$252,410



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

April 25, 2016

TO: Elia Batista, Senior Contract Administrator  
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-757-EB / Bithlo Community Center Shade Structure Repairs

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

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

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

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

# BID COMPARISON

## IFB-716-757-EB / Bithlo Community Center Shade Structure Repairs

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Ryan Fitzgerald Construction, Inc.	\$134,286	\$0	0%	no					0/25
2nd Low	P.W. Hearn, Inc.	\$252,410	\$0	0%	no	\$118,124	87.96%			0/33





Interoffice Memorandum

May 3, 2016

To: Mayor Teresa Jacobs  
and the Board of County Commissioners

From: *CW* Carrie Woodell, Acting Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y16-758-CC, Administration Building  
HVAC – Upper Roof RTU Replacement

ACTION REQUESTED:

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.

PROCUREMENT:

The contract is for work associated with removal and replacement of existing RTU-3, RTU-4C, RTU-4E, and RTU-5E on upper roof and replacement of the Invensys Building Controls System on these RTU's with new DDC control system. This project is located in District 5.

FUNDING:

Funding is available in account number 1023 043 2049 6210.

APPROVALS:

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

REMARKS:

One bid was received. The County's design consultant and staff evaluated the bid for reasonableness. The bid is approximately 1.9% below the estimate for the project and is considered fair and reasonable for the work to be performed.

Due to the fact that only one bid was received staff attempted to negotiate the price. No cost reduction could be found without deleting work.

Air Mechanical & Service Corp. has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Air Mechanical & Service Corp.

During the solicitation phase emails were sent to several potential bidders to facilitate the submission of competitive bids. Queries from staff to those bidders who failed to compete on this project resulted in the following findings:

1. Close Construction, LLC stated they had trouble obtaining proposals from subcontractors due to the afterhours work the project requires.
2. Pipeline Mechanical, Inc. stated they had prior commitments and were unable to attend the pre-bid site visit and did not feel comfortable bidding on the project.
3. Ellis Mechanical, Inc. stated they did not have the man power to commit to the project.
4. Axios Construction Services, LLC stated they did not meet the qualification requirements.

**Bid Received:**

Air Mechanical & Service Corp.

**Bid Amount:**

\$598,800



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

April 20, 2016

TO: Corie Cummings, Senior Contract Administrator  
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-758-CC / Administration Building HVAC - Upper Roof RTU  
Replacement

The Business Development Division evaluated the one bid submitted for this project and found that the apparent low bidder Air Mechanical & Service Corp. did not achieve good faith effort documentation and reported 1.24% MWBE participation in their bid. Please note the following certified MWBE participation:

Wbe-wf	ABC Cleaning, Inc.	\$7,400
Total MWBE Participation		\$7,400.00 (1.24%)

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 black ink that reads "Sheena Ferguson". The signature is written in a cursive, flowing style.

# BID COMPARISON

## IFB-Y16-758-CC / Administration Building HVAC - Upper Roof RTU Replacement

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (6%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Air Mechanical & Service Corp.	\$598,800	\$7,400	1.24%	no					39/7

758 AL-Administration Building HVAC - Upper Roof RTU Replacement



Interoffice Memorandum

May 3, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: Carrie Woodell, Acting Manager, Procurement Division

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

SUBJECT: Ratification of Purchase Order M78725, Renaissance Senior Center Chiller Replacement

ACTION REQUESTED:

Ratification of Purchase Order M78725, Renaissance Senior Center Chiller Replacement, with Mechanical Services of Central Florida, Inc. in the amount of \$107,858.

PROCUREMENT:

To provide and install a 100 ton chiller unit at the Renaissance Senior Center. This includes all necessary labor, materials and warranty.

FUNDING:

Funds are available in account number 0001 043 1715 3810.

APPROVALS:

The Facilities Management Division concurs with this recommendation.

REMARKS:

The chiller unit that supports cooling of the Renaissance Senior Center failed and is beyond repair. A temporary chiller and support equipment required to provide service is in place at a cost of \$5,430 per month. Multiple quotes were obtained to replace the chiller system. The cost of the Carrier unit from Mechanical Services of Central Florida, Inc. is the lowest responsive, responsible quote. Mechanical Services of Central Florida, Inc. provided quotes on chiller units from three different manufacturers. The cost of the Carrier unit was higher than the cost of the other units, but is available two to six weeks faster than the other units. When the cost of the temporary chiller was factored in, it was to the County's advantage to procure the unit with the quickest lead time.

Staff determined the price to be fair and reasonable based on quotes obtained for this service.

## Quotes:

<u>Company</u>	<u>Cost</u>	<u>Lead Time</u>
AMSCO	\$122,120	6 weeks
Mechanical Services of Central Florida, Inc. (Trane Unit)	\$97,922	8 weeks
Mechanical Services of Central Florida, Inc. (York Unit)	\$97,869	12 weeks
Mechanical Services of Central Florida, Inc. (Carrier Unit)	\$107,858	6 weeks
Johnson Controls	No Quote	





Interoffice Memorandum

May 4, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

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

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

SUBJECT: Approval of Purchase Order M78714, Emergency Janitorial  
Services for the Orange County Courthouse and Juvenile Justice  
Center

ACTION REQUESTED:

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.

PROCUREMENT:

To provide emergency janitorial services to all buildings located at the Orange  
County Courthouse and the Juvenile Justice Center for the period of June 1,  
2016 through September 30, 2016.

FUNDING:

Funding is available in account number 0001 043 1713 3170.

APPROVALS:

The Facilities Management Division concurs with this recommendation.

REMARKS:

The current contractor for these locations decided to not renew the contract. This  
contract will be rebid, however, janitorial services are needed during the bidding  
process. Services will be for the Orange County Courthouse and Juvenile  
Justice Center. An emergency purchase order must be generated to ensure that  
these buildings are not without janitorial services while we rebid this requirement.  
Failure to provide janitorial services, which includes restroom cleaning and  
bacterial control, could lead to a possible threat to health, interfering with the  
conducting of normal business.

Purchase Order M78714

Page 2 of 2

Four quotes were received from pre-qualified vendors and American Maintenance was the lowest responsive quote received. Prices are considered reasonable in comparison to prices for the same services under current County contracts.

Quotes received are as follows:

American Maintenance	\$290,186.34
Owens, Renz & Lee Co., Inc.	
dba Owens Realty Services	\$299,087.50
United States Service Industries, Inc. (USSI)	\$302,940.42
JMC Services Inc.	\$382,288.78

Interoffice Memorandum



May 2, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: Carrie Woodell, Acting Manager, Procurement Division

CONTACT: Renzo Nastasi, A.I.C.P., Manager, Transportation Planning Division  
407-836-8072

SUBJECT: Consultant Selection, RFP Y16-810-CH  
Professional Transportation Planning and Engineering Services  
for the Pine Hills Road Pedestrian and Bicycle Safety Study

**RECOMMENDATION**

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 recommend the Board authorize negotiation and execution of the final contract by the Procurement Division provided that it does not exceed the budget of \$484,662.

This item was evaluated by the Procurement Committee on April 27, 2016. Commissioner Pete Clarke was assigned to the Procurement Committee.

**PURPOSE**

To negotiate a contract with Parsons Brinckerhoff, Inc. to provide professional transportation and engineering services to conduct a comprehensive review of the Pine Hills Road study corridor to provide for the safe integration of people, both walking and riding bicycles, with other modes of transportation. The project is located in Districts 2 and 6.

**DISCUSSION**

The study area is focused on the roadway limits of Pine Hills Road from State Road 50/East Colonial Drive to Bonnie Brae Circle, which is approximately 3.6 miles. This study will place special emphasis on the Silver Star Road and Pine Hills Road intersection, consistent with the Pine Hills Road Neighborhood Improvement District, by focusing on and creating a safe, efficient, and attractive pedestrian gateway and associated amenities at the intersection. The study will collect data and public input for the identification of barriers and obsolete infrastructure, conduct an analysis of the data collected with the

introduction of transportation safety countermeasures and enhancements and document the cost and schedule of recommended improvements in a study report. The study shall be conducted in coordination with Orange County's Walk-Ride-Thrive! Initiative, FDOT's Alert Today Alive Tomorrow, and Bike/Walk Central Florida's Best Foot Forward.

The tasks included in this scope of services can be generally grouped into the following six primary categories:

1. Administration
2. Public Involvement
3. Data Collection
4. Corridor Analysis and Project Need Documentation
5. Improvement Alternatives Development and Analysis
6. Preferred Improvement Evaluation

Two proposals were received in response to the solicitation. The proposal of Metro Consulting Group, LLC (280 points) failed to achieve a sufficient score for Board consideration.

The consensus score of the Procurement Committee is attached.

RFP#:Y16-810-CH	PROJECT		PROJECT		PROJECT		M/WBE		LOCATION		VOLUME		SCOPE		Welfare		Veterans		TOTAL
PROFESSIONAL TRANSPORTATION PLANNING AND ENGINEERING SERVICES FOR THE PINE HILLS ROAD PEDESTRIAN/BICYCLE SAFETY STUDY	MANAGER (factor 1.666)		ASSISTANT MANAGER (factor 1.666)		TEAM														
WEIGHT	15		10		15		15		10		5		30		1		2		
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	
Parsons Brinckerhoff, Inc.	3.0	75.0	1.0	16.7	4.0	60.0	4	60	5	50	3	15	5.0	150.0	0	0	0	0	426.7



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

April 25, 2016

TO: Carol A. Hewitt, Senior Contract Administrator, Procurement Division  
FROM: <sup>A.B.</sup> Angela Brown, Senior Contract Administrator, Business Development  
SUBJ: Y16-810-CH / Professional Transportation Planning and Engineering Services for the Pine Hills Road Pedestrian/Bicycle Safety Study  
APPROVED: Sheena Ferguson  
Sheena Ferguson, BDD Manager

Listed below are respondents to the subject RFP with their sub-consultants and M/WBE participation score on a 1 – 5 scale (RFP GOALS: M/WBE-27% & EEO-24%):

	Projected %	Sub-Consultant Role
1. METRO CONSULTING GROUP, LLC Majority Prime		
<u>M/WBE Subconsultants:</u>		
Luke Transportation Engineering Consultants, Inc. (Hispanic Male)	25%	Traffic Data Collection and Development of Future Travel Demand and Corridor Signal Modifications
NFC Landscape Architects, Inc. (White Female)	5%	Public Involvement
Total M/WBE Participation:	30%	
EEO Staff:	17%	
Points:	3	
<u>BONUS POINTS:</u>		
No Welfare Recipient(s) Proposed		



No Registered Service Disabled Veteran(s)  
Proposed

**Total Bonus Points: 0**

2. **PARSONS BRINCKERHOFF, INC.**  
**Majority Prime**

**M/WBE Subconsultants:**

Luke Transportation Engineering Consultants, Inc. (Hispanic Male)	27%	Traffic Bicycle Data Counts, Traffic Modeling, Future Demand Report
--	-----	---

<b>Total M/WBE Participation:</b>	<b>27%</b>
<b>EEO Staff:</b>	<b>28%</b>

**Points: 4**

**BONUS POINTS:**

No Welfare Recipient(s) Proposed

Registered Service Disabled Veteran(s)  
Proposed:

*Sprinkle Consulting, Inc.	+	Assist with Safety Improvement Strategies and Development of Benefit/Cost Ratios and Net Present Value Analyses
*Subconsultant is not registered with Orange County as a Service-Disabled Veteran.		

**Total Bonus Points: 0**




Interoffice Memo


I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
17

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** May 2, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

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

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: 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:** Deputy Jonathan "Scott" Pine Community Park  
  
District 1

**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: 19.59 acres

**APPROVALS:** Real Estate Management Division  
Capital Project Division  
Parks and Recreation Division

**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 electrical service to Deputy Jonathan "Scott" Pine Community Park. 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.**





Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** April 28, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

**FROM:** Jeffrey L. Sponenburg, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH COMPREHENSIVE RIDERS TO THE RESIDENTIAL CONTRACT FOR SALE AND PURCHASE 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

**PROJECT:** NSP Resale – 3003 Sheringham Rd, Orlando, FL 32808 (NCST)  
  
District 2

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

**ITEMS:** As Is Residential Contract for Sale and Purchase with Comprehensive Riders to the Residential Contract for Sale and Purchase  
  
County Deed  
Revenue: \$130,000 (less NSP assistance)\*

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

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

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

\*The revenue (sales price) is \$130,000 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County may provide up to \$20,000 NSP assistance, from the County's revenue. The buyer will execute a mortgage to the County in the amount of the NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

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I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
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REAL ESTATE MANAGEMENT ITEM 3

**DATE:** May 2, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

**FROM:** Ruby Fortson, Senior Acquisition Agent   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** 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

**PROJECT:** Shingle Creek Multi Use Trail  
  
District 6

**PURPOSE:** To provide for access, construction, operation and maintenance of a public multi-use recreational trail.

**ITEMS:** Donation Agreement (Parcel 8033/8035)  
  
Recreational Trail Easement (Instrument 8033.1/8035.1)  
Cost: Donation  
Total size: 12.594 acres

**BUDGET:** Account No.: 1265-068-2119-6110

**FUNDS:** \$ 223.20 Payable to Orange County Comptroller  
(all recording fees)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Public Works Department  
Parks and Recreation Division  
Risk Management Division

**REMARKS:** This easement provides for the access and construction of a multi-use recreational trail for the Parks and Recreation Division. The trail segment will create a linear park for pedestrians and non-motorized traffic. This trail is for the benefit of the residents and visitors to Orange County.

**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  
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REAL ESTATE MANAGEMENT ITEM 4

**DATE:** April 28, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

**FROM:** Kim Heim, Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL OF UTILITY EASEMENT BETWEEN A2Z PARTNERS, LLC, ZIMMER POSTER SERVICE, LLP AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Shoppes of Goldenrod OCU Permit: B15902087 OCU File #: 81587  
District 3

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

**ITEM:** Utility Easement  
Cost: Donation  
Size: 220 square feet

**APPROVALS:** Real Estate Management Division  
Utilities Department

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




Interoffice Memorandum


I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
21

REAL ESTATE MANAGEMENT ITEM 5

**DATE:** May 2, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

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

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** 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

**PROJECT:** Landstar Park Apartments OCU Permit: B15901230 OCU File #: 81053  
District 4

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

**ITEMS:** Utility Easement  
Cost: Donation  
Size: 405 square feet

Subordinations of Encumbrances to Property Rights to Orange County (2)

Real Estate Management Division  
Agenda Item 5  
May 2, 2016  
Page 2

**APPROVALS:** Real Estate Management Division  
Utilities Department

**REMARKS:** Grantor to pay all recording fees.

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




Interoffice Memorandum


I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
22

REAL ESTATE MANAGEMENT ITEM 6

**DATE:** May 4, 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: 836-7082

**ACTION REQUESTED:** 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

**PROJECT:** Venetian Isles at Horizon West, LLC & Westside Shoppes, LLC – CAI-15-05-014  
  
District 1

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

**ITEMS:** Conservation Easement with Joinder and Consent to Conservation Easement  
Cost: Donation  
Total size: 14.24 acres  
  
Temporary Access Easement  
Cost: Donation  
Total size: 32,657 square feet  
Term: Until replaced by permanent platted easement

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

**REMARKS:** Conservation Area Impact Permit No. CAI-15-05-014 issued by Orange County Environmental Protection Division requires a Conservation Easement on a portion of the site being developed. This Conservation Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those upland areas included in the Conservation Easement that are to be restored pursuant to the Permit shall be retained and maintained in the restored conditions required by the Permit.

Access to a portion of the Conservation Easement area is from Winter Garden-Vineland Road. The remainder of the Conservation Easement area will be accessed from Tattant Boulevard by the Temporary Access Easement.

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.**

I. CONSENT AGENDA  
COMMUNITY, ENVIRONMENTAL AND  
DEVELOPMENT SERVICES  
DEPARTMENT

1



Interoffice Mer.

AGENDA ITEM

April 19, 2016

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

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

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

SUBJECT: May 24, 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 16-0318	1	OWENS BARBARA ANN; OWENS SHELBY	\$ 944.40
LC 16-0362	1	DEMETRO LARRY	\$ 153.00
LC 16-0366	1	US BANK NATIONAL ASSN	\$ 249.60
LC 16-0390	1	SOUTHEASTERN CONFERENCE ASSOCIATION OF SEVENTHDAY ADVENTIST INC	\$ 1,265.90
LC 16-0022	2	4642 N ORANGE BLOSSOM LAND TRUST	\$ 781.90
LC 16-0258	2	KLINKER STEPHEN G	\$ 2,494.40
LC 16-0290	2	SANDER JAMES H; SANDER DONNA K	\$ 458.40
LC 16-0314	2	LINEBAUGH CHUCK; CAMPBELL KIMBERLY M	\$ 685.40
LC 16-0319	2	ANDREWS ALICIA M	\$ 395.90
LC 16-0321	2	BARNETT BERNICE	\$ 478.90
LC 16-0323	2	WILLIAMS BEN	\$ 707.55
LC 16-0227	3	HUNTING ALEXANDER	\$ 460.65

Page Two  
 May 24, 2016 – Consent Items  
 Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

<u>Case No.</u>		<u>Property Owner</u>	<u>Amount*</u>
LC 16-0307	3	OZUNA JESUS	\$ 167.85
LC 16-0361	4	CARRINGTON MORTGAGE SERVICES LLC	\$ 449.56
LC 16-0289	5	BERNS EDWARD JR	\$ 106.87
LC 16-0099	6	MOORE CATHERINE	\$ 2,856.36
LC 16-0127	6	JOSEPH NELLI; JEAN CARLO	\$ 295.81
LC 16-0212	6	BROWN IRA BUTLER	\$ 462.90
LC 16-0231	6	BROWN HORACE E	\$ 237.13
LC 16-0242	6	R AND K HOMES AND CONSTRUCTION INC	\$ 608.11
LC 16-0243	6	KUMAR ROMEO	\$ 1,048.23
LC 16-0246	6	ROLLERSON SENITA	\$ 194.62
LC 16-0252	6	MENDING HEARTS CHARITIES INC	\$ 393.95
LC 16-0254	6	MENDING HEARTS CHARITIES INC	\$ 608.55
LC 16-0261	6	STANLEY ERROLD	\$ 421.90
LC 16-0279	6	ALKUBAISI ABDULLA; ALKUBAISI WANDA FELINA	\$ 341.24
LC 16-0280	6	WAVERIDERS P L	\$ 387.18
LC 16-0283	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 381.14
LC 16-0284	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 448.69
LC 16-0324	6	SMITH YVONNE PARKER; SMITH VOLDIE CARL	\$ 443.21
LC 16-0325	6	SULLIVAN DAVID A	\$ 261.79
LC 16-0327	6	FLORIDA MINORITY COMMUNITY REINVESTMENT COALITION INC	\$ 181.04
LC 16-0328	6	NELSON LINDA L	\$ 278.58
LC 16-0335	6	J P F D INVESTMENT CORP	\$ 187.65
LC 16-0337	6	CIRCLE B LLC	\$ 397.73
LC 16-0338	6	TARPON IV LLC	\$ 412.29
LC 16-0339	6	LEWIS LIONEL E; LEWIS BRENDA M	\$ 251.61
LC 16-0340	6	FRONTLINE OUTREACH INC	\$ 194.58
LC 16-0341	6	RODRIGUEZ JOSE TRUSTEE	\$ 272.91
LC 16-0343	6	ZAHN LEWIS D	\$ 180.43

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. All Districts.**

JVW/BC:th

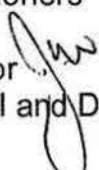


Interoffice Memo

May 11, 2016

AGENDA ITEM

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

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

CONTACT PERSON: Whitney E. Evers, Assistant County Attorney  
County Attorney's Office  
407 836-7320

SUBJECT: May 24, 2016 – Consent Item  
Resolution Regarding a Form Hold Harmless and Indemnification  
Agreement for Vertical Permitting Prior to Platting

On May 24, 2016, the Board will consider amendments to Chapter 30 of the Orange County Code, which codifies the recent board direction regarding the issuance of vertical permits prior to platting (the "Ordinance"). In addition to codifying the County's practice regarding model homes, the amendments would allow the Development Review Committee to consider requests to allow vertical construction of commercial, industrial, hotel, office, or multi-family projects (or projects consisting of three or fewer platted lots) when a list of specified conditions are met. One of these conditions includes the execution of a hold harmless and indemnification agreement acceptable to the County.

The attached resolution, if approved, would adopt a form Hold Harmless and Indemnification Agreement to be used in order to efficiently and effectively accomplish the goals of the Ordinance and authorizes the Director of Community, Environmental and Development Services, or authorized designee to execute any such agreements on behalf of the County.

**ACTION REQUESTED:** 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

# 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.**

**Resolution No. 2016-M-\_\_\_\_\_**

**WHEREAS**, on May 24, 2016, the Board of County Commissioners (the "Board") approved an Ordinance which adopted changes to Section 30-83 of the Orange County Code (the "Ordinance");

**WHEREAS**, the changes adopted by the Ordinance allow the Development Review Committee ("DRC") to authorize certain non-single family development to pull vertical building permits prior to platting if such developments meet a series of requirements, one of which is the approval and execution of a Hold Harmless and Indemnification Agreement which is acceptable to the County; and

**WHEREAS**, it is in the best interest of the County to approve a form Hold Harmless and Indemnification Agreement in order to efficiently and effectively accomplish the goals of the Ordinance and to authorize the Director of the Community, Environmental and Development Services Department, or authorized designee, to execute such Hold Harmless and Indemnification Agreements on behalf of the County.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
ORANGE COUNTY:**

**Section 1. Authority.** This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Charter of Orange County, and other applicable provisions of law.

**Section 2. Form Hold Harmless and Indemnification Agreement.** The Board hereby adopts the form Hold Harmless and Indemnification Agreement as set forth on Exhibit "A," attached hereto and incorporated herein by reference, in order to accomplish the goals of the Ordinance. The Board hereby directs that such Hold Harmless and Indemnification Agreement shall be in substantially the form attached hereto.

**Section 3. Authority to Approve.** The Board hereby authorizes the Director of the Community, Environmental and Development Services Department, or authorized designee, to sign the Hold Harmless and Indemnification Agreement described herein, provided such Hold Harmless and Indemnification Agreement is identical to or in substantially the form shown in Exhibit "A" hereto.

**Section 4. Effective Date.** This Resolution shall take effect on June 1, 2016.

ADOPTED this 24<sup>th</sup> day of May, 2016.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

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

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

EXHIBIT "A"  
FORM HOLD HARMLESS AND  
INDEMNIFICATION  
AGREEMENT

Instrument prepared by:

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

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
*(<insert name of development>)*

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between *<applicant>*, whose mailing address is *<address>* ("*<Applicant>*") and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 (the "County").

**WITNESSETH:**

**WHEREAS**, *<applicant>* holds fee simple title to property located in the *<development and/or village name>*, which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, *<applicant>* has requested that the County issue *<a, or if more than one, number of permits>* building permit*<s>* in order to construct *<# of units or square footage and type of project>* on the Property (the "Project"); and

**WHEREAS**, *<applicant>* understands and agrees that constructing the Project upon the Property before the plat is formally approved by the County and recorded is being done solely at *<applicant's>* risk and may place such Project at risk of having to be substantially modified or completely removed, if necessary, by *<applicant>* in order for the County to formally approve the plat and, in spite of these risks, *<applicant>* desires to commence construction of the Project upon the Property.

**NOW, THEREFORE**, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, <Applicant> and the County hereby agree as follows:

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

2. **ACKNOWLEDGEMENTS.** <Applicant> acknowledges that:

(a) <Applicant> is requesting, at its sole risk, that the County issue building permits prior to approval and recording of a plat;

(b) Regardless of <applicant's> request, <applicant> has a continuing obligation to have a plat for the Project approved and recorded; and

(c) <Applicant> understands and agrees that under no circumstance will the County issue a temporary or permanent certificate of occupancy until a plat is approved and recorded for the Project.

3. **HOLD HARMLESS AND INDEMNIFICATION.**

(a) <Applicant> hereby assumes sole and entire responsibility for any and all costs associated with the need to modify or remove, if necessary, any structure, easement, dedication, or other improvement(s) constructed or placed upon the Property that may arise during the County's review of the plat.

(b) <Applicant> and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to the County), and hold the County, its Board members, officers, employees, contractors, agents, and elected and appointed officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the issuance of building permit(s) for the Project until such time as the plat for the Property has been approved and recorded.



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

5. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the County and <Applicant>. The foregoing notwithstanding, this Agreement shall automatically terminate upon recordation of the plat; provided, however, that <Applicant's> assumption of responsibility and agreement to release, indemnify, defend, and hold harmless the County, as more fully set forth in paragraph 3 hereof, shall survive such automatic termination with respect to any event related to the issuance of the building permit(s) prior to approval and recording of the plat which may occur prior to the recording of the plat.

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

7. **RECORDATION.** An executed original of this Agreement shall be recorded, at the <Applicant's> expense, in the Official Records of Orange County, Florida.

8. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution by <Applicant>, whichever is later.

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

**ORANGE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jon V. Weiss, P.E., Director  
Community, Environmental, and  
Development Services Department

<APPLICANT>, a Florida <entity type>

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Title: \_\_\_\_\_

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

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_, on behalf of said \_\_\_\_\_, who is personally known to  
me or has produced (type of identification) \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

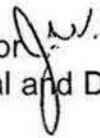


Interoffice Memorandum

AGENDA ITEM

May 11, 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: Whitney E. Evers, Assistant County Attorney**  
**County Attorney's Office**  
**407 836-7320**

SUBJECT: May 24, 2016 – Consent Item  
Resolution Repealing Model Home Resolution 95-M-20

Over the past year, the Board of County Commissioners (Board) has discussed a variety of issues regarding the permitting of model single-family homes prior to approval and recording of the plat. Since 1995, model home permits were subject to the requirements of Resolution 95-M-20, which provides for the issuance of a limited number of model home permits under certain conditions.

On May 24, 2016, the Board will consider amendments to Chapter 30 of the Orange County Code which, if approved, would codify requirements to be met when permitting model homes prior to plat approval. Upon approval of the proposed amendments to Chapter 30, Resolution 95-M-20 will no longer be necessary. The proposed Resolution would, therefore, repeal the remaining portions of Resolution 95-M-20 (pursuant to previous revisions, all other portions of Resolution 95-M-20 were already repealed.)

**ACTION REQUESTED: Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Repealing Resolution 95-M-20. All Districts**

JVW/WE:rep

Attachment: Resolution

# RESOLUTION

*of the*

## ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

*regarding*

### REPEALING RESOLUTION 95-M-20.

Resolution No. 2016-M-\_\_\_\_\_

**WHEREAS**, on April 4, 1995, the Board of County Commissioners (the "Board") adopted Resolution No. 95-M-20 regarding model home applications and street name petitions;

**WHEREAS**, on May 19, 2015, the Board adopted Resolution No. 2015-M-12 which superseded, replaced, and repealed the portions of Resolution No. 95-M-20 dealing with street name petitions;

**WHEREAS**, on May 24, 2016, the Board adopted an Ordinance amending Section 30-83 of the Orange County Code relating to issuance of vertical building permits prior to approval and recording of a plat for certain projects, including model homes (the "Ordinance"), thereby rendering the remaining portions of Resolution No. 95-M-20 moot; and

**WHEREAS**, it is in the best interest of the County to repeal the remaining portions of Resolution No. 95-M-20 dealing with model homes to avoid confusion with the Ordinance.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:**

**Section 1. Authority.** This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Charter of Orange County, and other applicable provisions of law.

**Section 2. Repeal of Resolution No. 95-M-20.** The Board hereby repeals Resolution No. 95-M-20 in its entirety.

**Section 3. Effective Date.** This Resolution shall take effect on June 1, 2016.

ADOPTED this 24<sup>th</sup> day of May, 2016.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

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

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



Interoffice Memorandum

AGENDA ITEM

May 11, 2016

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

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

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

SUBJECT: May 24, 2016 — Consent Item  
New Independence Planned Development  
First Amendment to Adequate Public Facilities Agreement  
(Related to Case # LUPA-16-01-005)

On May 10, 2016, the Board of County Commissioners (BCC) considered an amendment to the New Independence Planned Development / Unified Neighborhood Plan (PD/UNP). An adjacent 0.37-acre tract was aggregated into the PD and rezoned from A-1 (Citrus Rural District). Because of the aggregation/rezoning, the size of the New Independence PD increased from 61.08 acres to 61.45 acres, with no changes to the previously approved development program that allows for up to 285 single family residential dwelling units.

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

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), an amendment to the originally approved APF agreement for the New Independence PD dated October 6, 2015 has been prepared to recognize that the project's proportionate share of required APF lands within the Town Center SAP is 10.24 acres. With only 6.51 acres of internal APF lands, the amended PD would carry an APF deficit of 3.73 acres, and would be satisfied according to the terms expressed in the amended Agreement.



Page Two  
May 24, 2016 — Consent Item  
New Independence Planned Development  
First Amendment to Adequate Public Facilities Agreement  
(Related to Case # LUPA-16-01-005)

Finally, the amended New Independence APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on March 9, 2016. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

**ACTION REQUESTED:** Approval and execution of First Amendment to Adequate Public Facilities Agreement for 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

JVW/JS:rep

Attachment

This instrument prepared by and after  
recording return to:

Daniel T. O'Keefe, Esq.  
Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801

Tax Parcel I.D. No(s): 17-23-27-0000-00-013  
20-23-27-0000-00-009  
20-23-27-0000-00-017  
20-23-27-0000-00-018  
20-23-27-0000-00-001

**FIRST AMENDMENT TO**  
**ADEQUATE PUBLIC FACILITIES AGREEMENT**  
**FOR DARYL M. CARTER, TRUSTEE OF**  
**CARTER-ORANGE 45 SR 429 LAND TRUST**

**THIS FIRST AMENDMENT TO ADEQUATE PUBLIC FACILITIES AGREEMENT FOR DARYL M. CARTER, TRUSTEE OF CARTER-ORANGE 45 SR 429 LAND TRUST** (the "First Amendment"), effective as of the latest day of execution ("Effective Date"), is made and entered into by and between **DARYL M. CARTER, TRUSTEE OF CARTER-ORANGE 45 SR 429 LAND TRUST**, whose mailing address is P.O. Box 568821, Orlando, Florida 32856-8821 ("Owner"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County").

**RECITALS:**

A. On or about October 7, 2015, County and Owner entered into the Adequate Public Facilities Agreement for Daryl M. Carter, Trustee of Carter-Orange 45 SR 429 Land Trust (the "Agreement") recorded October 14, 2015 in Book 10997, Page 7305, Public Records of Orange County, Florida;

B. The County and Owner are desirous of amending certain provisions of the Agreement, as set forth below.

**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 agree as follows:

## AGREEMENT

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

2. Any capitalized terms not defined herein shall have the same definition as in the Agreement.

3. Property Description. Exhibit "A" to the Agreement is hereby deleted and replaced with Exhibit "A" attached hereto and incorporated herein by this reference.

4. Property Acreage. Recital L. of the Agreement is hereby amended to read as follows:  
"The Property contains approximately 52.24 acres of net developable land, and Section 30-714 of the APF/TDR Ordinance requires one acre of public facilities acreage for every 5.1 acres of net developable land (the "APF Ratio")."

5. APF Requirement. Recital M. of the Agreement is hereby amended to read as follows:  
"When applied to the Property, the APF Ratio requires approximately 10.24 acres of public facilities lands."

6. Additional APF Land Required. Recital O. of the Agreement is hereby amended to read as follows:

"Based upon the application of the High School APF Credits to the Property, the APF Ratio requires approximately 3.73 additional acres of public facilities lands."

7. APF Deficiency. Recital P. of the Agreement is hereby amended to read as follows:  
"As shown on the Plan for the Property, and as described in this Agreement, Owner is providing 0.00 acres of adequate public facilities land (the "APF Land") to County, thereby creating an APF deficiency of 3.73 acres."

8. APF Deficiency. Section 3 of the Agreement is hereby amended to read as follows:  
"APF Deficiency. The APF Ratio requires that Owner convey to County approximately 3.73 acres of APF Land. This Agreement provides for conveyance of approximately 0.00 acres of APF Land, thereby creating a 3.73 acre APF deficiency."

9. Notice. Any notice delivered with respect to this First Amendment or the 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 Owner: Daryl M. Carter, Trustee  
Attn: Daryl M. Carter  
P.O. Box 568821  
Orlando, Florida 32856-8821  
Telephone: 407.422.3144

With a copy to: Shutts & Bowen LLP  
Attn: Daniel T. O'Keefe, Esq.  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801  
Telephone: 407.835.6956

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, Planning Division  
Post Office Box 1393  
Orlando, Florida 32802-1393  
Telephone: 407.836.5600

With a copy to: Orange County Growth Management Department  
Manager, Transportation Planning Division  
Orange County Public Works Complex  
4200 S. John Young Parkway  
Orlando, Florida 32839-9205

10. Covenants Running with the Land. This First Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and detriment of the heirs, legal representatives, successors, and assigns of Owner and any person, firm, corporation, or other entity that may become the successor in interest to the Property, as that term is defined in the Agreement.

11. Recordation. An executed original of this First Amendment shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

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

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

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

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

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

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

- (ii) the withholding of development permits and other approvals and/or permits in connection with the PD Property.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

First Amendment to Adequate Public  
Facilities Agreement For Daryl M. Carter,  
Trustee of Carter-Orange 45 SR 429  
Land Trust, 2016

**IN WITNESS WHEREOF**, Owner and County have executed this Amendment in  
manner and form sufficient to bind them 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: \_\_\_\_\_



First Amendment to Adequate Public  
Facilities Agreement For Daryl M. Carter,  
Trustee of Carter-Orange 45 SR 429  
Land Trust, 2016

"OWNER"

**CARTER-ORANGE 45 SR 429 LAND TRUST**

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

Daryl M. Carter, Trustee

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

04/26/2016

WITNESSES:

\_\_\_\_\_  
Joan M. Fisher

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

Joan M. Fisher

\_\_\_\_\_  
Sarah Woodberry

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

Sarah Woodberry

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Daryl M. Carter, Trustee of CARTER-ORANGE 45 SR 429 LAND TRUST, who is known by me to be the person described herein and who executed the foregoing, this 26<sup>th</sup> day of April, 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 26<sup>th</sup> day of April, 2016



JOAN M. FISHER  
MY COMMISSION # FF 028166  
EXPIRES: July 16, 2017  
Bonded Thru Budget Notary Services

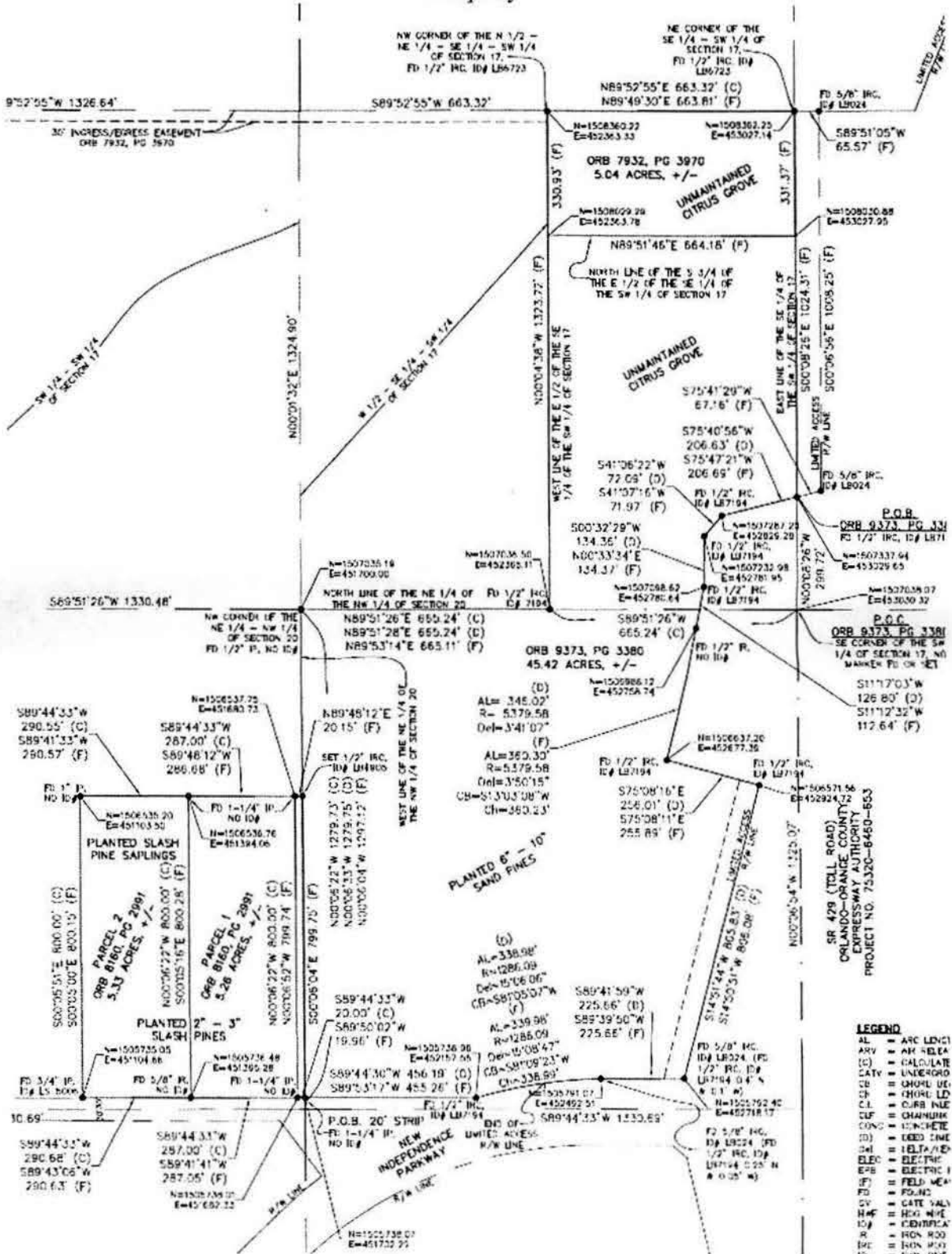
\_\_\_\_\_  
Notary Public

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

Joan M. Fisher

My Commission Expires: \_\_\_\_\_

07/16/2017



First Amendment to Adequate Public  
Facilities Agreement For Daryl M. Carter,  
Trustee of Carter-Orange 45 SR 429  
Land Trust, 2016

FROM OFFICIAL RECORDS BOOK 7932, PAGE 3970, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 1 (FREE SIMPLE ESTATE)

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 2 (NON EXCLUSIVE EASEMENT ESTATE)

TOGETHER WITH THE NON EXCLUSIVE INGRESS AND EGRESS EASEMENT AS CREATED IN THE WARRANTY DEED RECORDED OCTOBER 3, 1960, IN OFFICIAL RECORDS BOOK 797, PAGE 176, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 27 EAST; THENCE EAST ALONG THE NORTHERN BOUNDARY OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF AFORESAID SECTION TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF THE AFORESAID SECTION; THENCE DUE SOUTH 30 FEET; THENCE RUN WEST PARALLEL TO THE NORTHERN BOUNDARY OF SOUTH HALF OF SOUTHWEST QUARTER OF SAID SECTION TO THE WESTERN BOUNDARY OF THE SAID SECTION; THENCE DUE NORTH 30 FEET TO THE POINT OF BEGINNING.

FROM OFFICIAL RECORDS BOOK 8150, PAGE 2981, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA:

PARCEL 1

THE WEST 287.00 FEET OF THE EAST 307.00 FEET OF THE SOUTH 830.00 FEET OF THE NW 1/4 OF THE NW 1/4 (LESS THE SOUTH 30 FEET FOR ROAD) IN SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 2

THE SOUTH 830 FEET OF THE NW 1/4 OF THE NW 1/4 (LESS THE WEST 733 FEET AND THE EAST 307 FEET THEREOF AND LESS THE SOUTH 30 FEET FOR ROAD); SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

FROM OFFICIAL RECORDS BOOK 5373, PAGE 3380, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST (LESS ROAD ON SOUTH), ORANGE COUNTY, FLORIDA.

AND

THE SOUTH 2/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

LESS

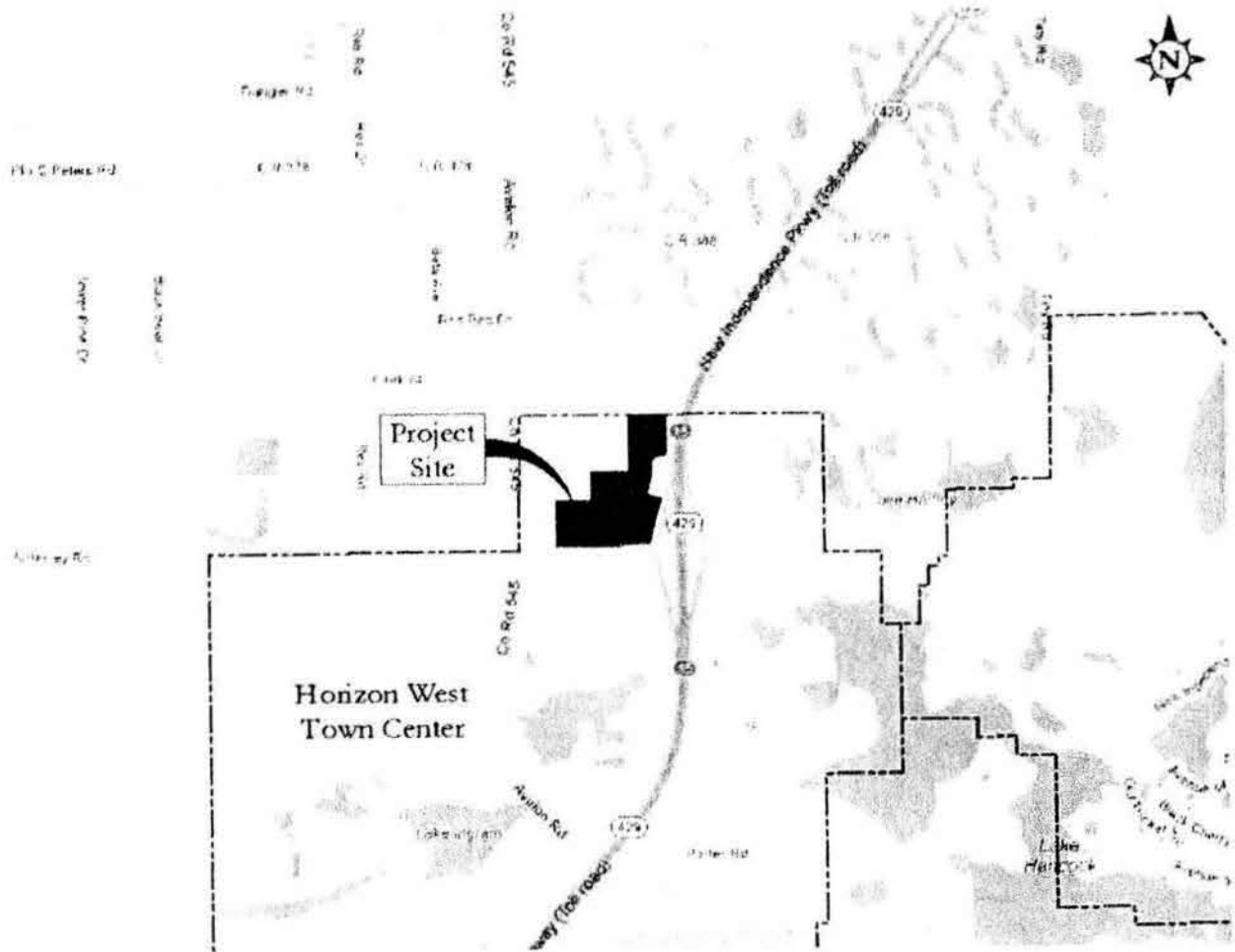
THOSE LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 7034, PAGE 1148, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 02°08'31" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 330.14 FEET TO A POINT ON THE WESTERLY LINE OF AN EXISTING RIGHT OF WAY AS RECORDED AND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7034, PAGE 1148 AND THE POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: RUN SOUTH 75°40'55" WEST, A DISTANCE OF 209.83 FEET; THENCE RUN SOUTH 41°06'22" WEST, A DISTANCE OF 72.09 FEET; THENCE RUN SOUTH 00°32'29" WEST, A DISTANCE OF 134.36 FEET; THENCE RUN SOUTH 11°17'03" WEST, A DISTANCE OF 126.80 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5379.58 FEET AND A CENTRAL ANGLE OF 03°41'07"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 346.02 FEET TO A POINT; THENCE RUN SOUTH 75°08'16" EAST, A DISTANCE OF 256.01 FEET; THENCE RUN SOUTH 14°51'44" WEST, A DISTANCE OF 805.83 FEET; THENCE RUN SOUTH 82°41'59" WEST, A DISTANCE OF 225.56 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1296.09 FEET AND A CENTRAL ANGLE OF 15°06'06"; THENCE ON A CHORD BEARING OF SOUTH 81°06'07" WEST, RUN 338.98 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MCKINNEY ROAD AS RECORDED IN DEED BOOK 689, PAGE 391, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 82°44'30" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF MCKINNEY ROAD, A DISTANCE OF 426.19 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 02°06'33" WEST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1267.75 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 82°55'28" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 885.24 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 02°03'32" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 993.49 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 89°52'31" EAST, ALONG THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 663.80 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN SOUTH 02°06'31" EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 683.15 FEET TO THE POINT OF BEGINNING.

TOGETHER ALSO WITH A 20 FOOT WIDE STRIP OF LAND BEING THE EAST 307.00 FEET OF THE SOUTH 830.00 FEET OF THE NW 1/4 OF THE NW 1/4 (LESS THE SOUTH 30 FEET FOR ROAD AND LESS WEST 287.00 FEET OF THEREOF) IN SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20 WITH THE NORTH RIGHT-OF-WAY LINE OF MCKINNEY ROAD AND RUN S85°30'02"W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 15.96 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 8160, PAGE 2991, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°06'52"W, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 799.74 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE N85°48'12"E, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 22.15 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S00°04'04"E, ALONG SAID EAST LINE, A DISTANCE OF 788.75 FEET TO THE POINT OF BEGINNING CONTAINING 0.37 ACRES MORE OR LESS.

### Project Area Location Map





Interoffice Memorandum

AGENDA ITEM

May 2, 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: May 24, 2016 – Consent Item  
Proportionate Share Agreement  
Sant Commercial Building, Inc., Reams Road  
(From Center Drive (f/k/a Cast Drive) to Taborfield Avenue)

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Sant Commercial Building, Inc. on Reams Road (From Center Drive (f/k/a Cast Drive) to Taborfield Avenue ("Agreement")) by and between Sant Commercial Building, Inc. and Orange County for a proportionate share payment in the amount of \$233,266. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a Proportionate Share Agreement and contributing a proportionate share payment. The Proportionate Share Payment is due within 30 days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Reams Road for 22 deficient trips on the road segment from Center Drive (f/k/a Cast Drive) to Taborfield Avenue in an amount of \$10,603 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on April 20, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

**ACTION REQUESTED:** 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

JEH/HEGB:rep

Attachment

This instrument prepared by  
and after recording return to:

Anil Sant  
Sant Commercial Building, Inc.  
1718 Whitney Isles Drive  
Windermere, FL 34786

Parcel ID Number(s): 01-24-27-0000-00-021

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**PROPORTIONATE SHARE AGREEMENT FOR  
Sant Commercial Building, Inc.**

**Reams Road: From Center Drive (f/k/a Cast Drive) to Taborfield Avenue**

This Proportionate Share Agreement (the "Agreement") effective as of the latest date of execution (the "**Effective Date**") is made and entered into by and between Sant Commercial Building, Inc. a Florida corporation ("**Owner**"), whose mailing address is 1718 Whitney Isles Drive, Windermere, FL 34786, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, the Property is located in County Commission District 1, within the County's Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Reams Road; and

WHEREAS, Owner intends to develop the Property as a 19,994 square-foot Shopping Center (the "**Project**"); and

WHEREAS, Owner received a letter from County dated March 08, 2016, stating that Owner's Capacity Encumbrance Letter ("**CEL**") application # 2016007 for the Project was denied; and



WHEREAS, the Project will generate 22 deficient PM Peak Hour trips (the “**Excess Trips**”) for the deficient roadway segment on Reams Road from Center Drive (f/k/a Cast Drive) to Taborfield Avenue (the “**Deficient Segment**”), and 0 PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied as further described in Exhibit “B” hereto; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segment through the current anticipated Project buildout is two hundred thirty-three thousand two hundred sixty-six and 00/100 Dollars (\$233,266.00) (the “**PS Payment**”); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

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

**Section 2. Issuance of Capacity Encumbrance Letter.**

(a) **Calculation of PS Payment:** The amount of the PS Payment for the Deficient Segment described in Exhibit “B,” attached hereto and incorporated herein by reference, totals two hundred thirty-three thousand two hundred sixty-six and 00/100 Dollars (\$233,266.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips constitute the Project’s impact on the aforementioned Deficient Segment based upon (i) Owner’s Traffic Study titled “TRAFFIC IMPACT STUDY FOR CONCURRENCY APPLICATION REVIEW LAKESIDE NEIGHBORHOOD CENTER” prepared by Traffic Planning and Design, Inc. on December 08, 2015, for Sant Commercial Building, Inc. (the “Traffic Study”), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit “B.” The Traffic Study was accepted by the Orange County Transportation Planning Division on March 08, 2016, and is on file and available for inspection with that Division (CMS # 2016007). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the Project as proportionate share mitigation for impacts of the Project upon roadways impacted by the Project within Orange County’s jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject



to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of and agreement regarding the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment.* Within thirty (30) days following the Effective Date, Owner shall deliver a check to County in the amount of two hundred thirty-three thousand two hundred sixty-six and 00/100 Dollars (\$233,266.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within thirty (30) days of the Effective Date, this Agreement shall become null and void.

(c) *Project Development.* Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that, based upon Owner's commitment to pay the PS Payment as required herein and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity

Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

**Section 3. Transportation Impact Fee Credits.** County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

**Section 4. No Refund.** The PS Payment (including any reservation fees paid with the PS Payment) is non-refundable.

**Section 5. Notice.** With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and 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 other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Sant Commercial Building, Inc.  
Anil Sant, President  
1718 Whitney Isles Drive  
Windermere, Florida 34786

With copy to: Traffic Planning and Design, Inc.  
Turgut Dervish, President  
535 Versailles Drive  
Maitland, Florida 32751

As to County: Orange County Administrator  
P. O. Box 1393  
Orlando, Florida 32802-1393

With copies to: Orange County Community, Environmental, and Development  
Services Department  
Manager, Fiscal and Operational Support Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

Orange County Community, Environmental, and Development  
Services Department  
Manager, Transportation Planning Division  
4200 South John Young Parkway  
Orlando, Florida 32839

Orange County Community, Environmental, and Development  
Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2nd Floor  
Orlando, Florida 32801

**Section 6. Covenants Running with the Property.** This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

**Section 7. Recordation of Agreement.** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.

**Section 8. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

**Section 9. Specific Performance.** County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

**Section 10. Attorney Fees.** In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

**Section 11. Construction of Agreement; Severability.** Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction,

or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or 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.

**Section 12. Amendments.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

**Section 13. Counterparts.** This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which together 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.

**"COUNTY"**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Teresa Jacobs

Orange County Mayor

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

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

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

Deputy Clerk

Printed Name: \_\_\_\_\_

**"LAKESIDE NEIGHBORHOOD CENTER"**

**WITNESSES:**

Var Sant

Print Name: VARSHA SANT

Dina Roach

Print Name: Dina Roach

**"OWNER"**

Sant Commercial Building, Inc., a Florida corporation

By: Anil Sant

Print Name: Anil Sant

Title: President

Date: 5/11/16

**STATE OF FLORIDA  
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Anil Sant, President of *Sant Commercial Building, Inc., a Florida corporation* who is known by me to be the person described herein and who executed the foregoing, this 11 day of May, 2016. He/she is personally known to me or has produced (circle one) (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of May, 2016.

Emmitt Taylor  
NOTARY PUBLIC

Print Name: EMMITT TAYLOR

My Commission Expires: 10-5-18



EMMITT TAYLOR  
MY COMMISSION # FF 165587  
EXPIRES: October 5, 2018  
Revised thru Budget Notary Services

**Exhibit "A"**

**"Lakeside Neighborhood Center"**

Parcel ID: 01-24-27-0000-00-021

**Legal Description:**

**LEGAL DESCRIPTION ( Parcel 3 Neighborhood Commercial District ):**

A portion of land lying in Section 1, Township 24 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 1; thence run South 89°49'31" West along the North line of said Northeast 1/4 for a distance of 3.11 feet to the POINT OF BEGINNING; thence departing said North line run South 00°01'33" West for a distance of 81.29 feet to a point on a non tangent curve concave Northwesterly and having a radius of 320.45 feet; thence from a tangent bearing South 04°04'05" West run Southwesterly along said curve through a central angle of 39°39'40" for an arc distance of 221.82 feet to a point of reverse curvature of a curve concave Southeasterly and having a radius of 3605.55 feet; thence run Southwesterly along said curve through a central angle of 01°58'20" for an arc distance of 124.10 feet to a point; thence run North 47°15'25" West for a distance of 299.46 feet to a point on the Southerly right-of-way line of Reams Road according to Order of Taking as recorded in Official Records Book 4692, Page 3660 of the Public Records of Orange County, Florida, also being a point on a non-tangent curve concave Northwesterly and having a radius of 1467.39 feet; thence from a tangent bearing of North 45°12'13" East, run Northeasterly along said curve and said Southerly right-of-way line, through a central angle of 06°44'10" for an arc distance of 172.52 feet to a point on the former Southerly right-of-way line of Reams Road as recorded in Plat Book 3, Pages 85 through 87 of the Public Records of Orange County, Florida; thence run North 88°41'13" East along said former Southerly right-of-way line for a distance of 65.69 feet to a point of curvature of a curve concave Northerly and having a radius of 252.90 feet; thence run Easterly along said curve and said former Southerly right-of-way line, through a central angle of 30°25'00" for an arc distance of 134.26 feet to a point on aforesaid North line of said Northeast 1/4; thence departing said Southerly right-of-way line run North 89°49'31" East along said North line for a distance of 84.39 feet to aforesaid POINT OF BEGINNING, LESS AND EXCEPT any portion thereon lying within road rights of way.

Contains 2.006 acres, more or less,  
LESS AND EXCEPT:

A parcel of land lying in Section 1, Township 24 South, Range 27 East, being described as follows:

Commence at the Northwest corner of Section 6, Township 24 South, Range 28 East, for a point of reference; Thence run south 89°57'45" East, along the North line of the Northwest quarter of said section 6. A distance of 660.85 feet to a point lying on the East line of the West quarter of the



**Exhibit "A"**

**"Lakeside Neighborhood Center"**

Parcel ID: 01-24-27-0000-00-021

**Legal Description:**

LEGAL DESCRIPTION ( Parcel 3 Neighborhood Commercial District ):

A portion of land lying in Section 1, Township 24 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 1; thence run South 89°49'31" West along the North line of said Northeast 1/4 for a distance of 3.11 feet to the POINT OF BEGINNING; thence departing said North line run South 00°01'33" West for a distance of 81.29 feet to a point on a non tangent curve concave Northwesterly and having a radius of 320.45 feet; thence from a tangent bearing South 04°04'05" West run Southwesterly along said curve through a central angle of 39°39'40" for an arc distance of 221.82 feet to a point of reverse curvature of a curve concave Southeasterly and having a radius of 3605.55 feet; thence run Southwesterly along said curve through a central angle of 01°58'20" for an arc distance of 124.10 feet to a point; thence run North 47°15'25" West for a distance of 299.46 feet to a point on the Southerly right-of-way line of Reams Road according to Order of Taking as recorded in Official Records Book 4692, Page 3660 of the Public Records of Orange County, Florida, also being a point on a non-tangent curve concave Northwesterly and having a radius of 1467.39 feet; thence from a tangent bearing of North 45°12'13" East, run Northeasterly along said curve and said Southerly right-of-way line, through a central angle of 06°44'10" for an arc distance of 172.52 feet to a point on the former Southerly right-of-way line of Reams Road as recorded in Plat Book 3, Pages 85 through 87 of the Public Records of Orange County, Florida; thence run North 88°41'13" East along said former Southerly right-of-way line for a distance of 65.69 feet to a point of curvature of a curve concave Northerly and having a radius of 252.90 feet; thence run Easterly along said curve and said former Southerly right-of-way line, through a central angle of 30°25'00" for an arc distance of 134.26 feet to a point on aforesaid North line of said Northeast 1/4; thence departing said Southerly right-of-way line run North 89°49'31" East along said North line for a distance of 84.39 feet to aforesaid POINT OF BEGINNING, LESS AND EXCEPT any portion thereon lying within road rights of way.

Contains 2.006 acres, more or less,  
LESS AND EXCEPT:

A parcel of land lying in Section 1, Township 24 South, Range 27 East, being described as follows:

Commence at the Northwest corner of Section 6, Township 24 South, Range 28 East, for a point of reference; Thence run south 89°57'45" East, along the North line of the Northwest quarter of said section 6. A distance of 660.85 feet to a point lying on the East line of the West quarter of the

northwest quarter of said section 6; thence run south 0002'41" WEST, ALONG THE EAST LINE OF THE WEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1324.25 FEET; THENCE RUN NORTH 8957'29" WEST, 613.30 FEET TO A POINT LYING 50.00 FEET EAST OF, BY PERPENDICULAR MEASURE, THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE PARALLEL WITH AND 50.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, RUN NORTH 0009'03" EAST, 735.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 4724'25", AN ARC LENGTH OF 20.69 FEET, A CHORD LENGTH OF 20.10 FEET, AND A CHORD BEARING OF NORTH 2333'09" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 4715'22" WEST, 570.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 4715'22" WEST, 22.64 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF REAMS ROAD, AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING, RECORDED IN OFFICIAL RECORDS BOOK 4692, PAGE 3660, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO LYING ON A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1467.39 FEET, A CENTRAL ANGLE OF 0011'57", AN ARC LENGTH OF 5.10 FEET, A CHORD LENGTH OF 5.10 FEET, AND A CHORD BEARING OF NORTH 4507'04" EAST; THENCE RUN SOUTH 3427'12" EAST, 23.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA.

CONTAINS 58 SQUARE FEET, MORE OR LESS.

Together containing 2.004 acres, more or less.

Exhibit "B"

"Lakeside Neighborhood Center"  
Log of Project Contributions

Log of Project Contributions  
Reams Road (Center Dr. to Taborfield Ave)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Reams Road	Center Drive	Taborfield Ave	1.20	E	880	Widen from 2 to 4 lanes	2,000	1,120	\$11,875,200	\$10,603

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Reams Road	Center Drive	Taborfield Ave	1.20	E	880	689	2,000	1,120	\$7,305,369

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Reams Road	Center Drive	Taborfield Ave	1.20	E	880	2,000	1,120	689	431	\$4,569,831	\$10,603

Updated: 4/20/16

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	March-17-2016	Existing plus Committed		\$7,104,010
		Fitness	4	\$42,412
		Taco Bell	9	\$95,427
		Mini Storage	8	\$63,618
				\$0
				\$0
				\$0
Proposed		Backlogged Totals:	689	\$7,305,467
		Shopping Center	22	\$233,266
				\$0
				\$0
				\$0
				\$0
				\$0
		Totals:	711	\$7,638,733



Interoffice Memorandum

I. CONSENT AGENDA  
FAMILY SERVICES  
DEPARTMENT  
1

May 12, 2016

AGENDA ITEM

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

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

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

SUBJECT: State of Florida Statewide Voluntary Prekindergarten  
Provider Contract Form OEL-VPK 20  
BCC Meeting 5/24/16 Consent Agenda/All Districts

The Head Start Division requests Board approval of the State of Florida Statewide Voluntary Prekindergarten Provider Contract between the Early Learning Coalition of Orange County and Orange County, Florida. This contract allows Head Start to provide high quality early learning instruction so that four year old children are successful in kindergarten. The term of the contract is from July 1, 2016 through June 30, 2017.

The County Attorney's Office and Risk Management Division have reviewed this standard provider agreement for legality and compliance with County requirements.

**ACTION REQUESTED:** 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.

SH/kp

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



**STATE OF FLORIDA**  
**STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER**  
**CONTRACT**  
**FORM OEL-VPK 20**

**I. PARTIES AND TERMS OF CONTRACT**

1. **Parties.** This Contract is made and entered into this 1<sup>st</sup> day of July, 2016, by and between the Early Learning Coalition of ORANGE COUNTY (herein referred to as "COALITION"), and ORANGE COUNTY, FLORIDA (herein referred to as "PROVIDER"), with its principal offices located at 2100 E. Michigan Street, Orlando, FL 32806.
  - a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
  - b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. PROVIDER will receive payment based on Legislative appropriations, the Office's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.)), and a child's attendance certified by the parent and provider (Rule 6M-8.305, F.A.C.)
3. **Term.** This Contract applies to the 2016 - 2017 VPK program year. PROVIDER shall offer a 540 hour school-year program and/or a 300 hour summer program. This Contract begins on July 1, 2016, or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and expires upon completion or termination of all PROVIDER's VPK program year programs eligible to be offered under this Contract.
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for VPK program services before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
  - Chapter 1002, Florida Statutes (F.S.); and
  - Chapter 6M-8, F.A.C.



6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity, corporation, or owner without the prior written approval of COALITION. A change in corporate ownership shall be deemed a transfer. Failure to obtain the prior written approval of COALITION shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 53. This Contract binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Office of Early Learning, and COALITION.

## II. PROVIDER ELIGIBILITY

### 7. General Eligibility.

a. **Provider Type.** To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, a licensed family day care home, a licensed large family child care, a nonpublic school exempt from licensure, or faith-based child care provider exempt from licensure). A charter school that does include VPK in its charter is a public school. Check the box to indicate PROVIDER's type:

☐ A public school (Form OEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

☒ A private provider (Form OEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. **Eligibility Pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. **Eligibility Pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

8. **Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office of Early Learning, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 61 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION, that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 49 and corrective action referenced in Paragraph 51.

## III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

9. **Child Enrollment.** PROVIDER agrees to enroll children for the VPK Program only with written authorization from Coalition which will be provided in the form of an eligibility certificate (Form OEL-VPK 02). Alternatively, PROVIDER may enroll children without a certificate of

eligibility if the PROVIDER meets the specified requirements and follows procedures established by the Office of Early Learning under the authority granted in section (s.) 1002.75(2)(a), F.S. The PROVIDER shall not report any child for VPK funding that is ineligible to receive funding if the PROVIDER is enrolling children under the authority granted in s. 1002.75(2)(a), F.S., allowing provider child enrollments.

10. **Adherence to Requirements.** PROVIDER agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.
11. **Assessment.** In accordance with s. 1002.67(3), F.S., PROVIDER agrees to implement evidence-based pre- and post- assessments adopted by Rule 6A-1.09433, F.A.C. (March 2015) and found at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05178>. To request the approved pre- and post- assessment materials, the provider must go to the VPK Assessment Ordering System at <https://marcomcentral.app.pti.com/graphiccommunicationscorp/earlylearning> and register. The provider must register each school-year to access the Bright Beginnings website at <https://brightbeginningsfl.org/Register.aspx>. If provider does not have a Provider ID, the provider may request one by going to <https://brightbeginningsfl.org/RequestAssistance/RequestAssistance.aspx>, and entering the required information. The provider must log into the Bright Beginnings website at <https://brightbeginningsfl.org/login.aspx> to enter and submit assessment scores.
12. **Curricula.** PROVIDER agrees that it will use curricula to deliver VPK Program instruction which:
  - a. Are developmentally appropriate;
  - b. Are designed to prepare children for early literacy;
  - c. Enhance the age-appropriate progress of children in attaining each of the performance standards approved for use in VPK; and
  - d. Prepare children to be ready for kindergarten.
13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to the parent of each student at the time the student is admitted into PROVIDER's VPK Program. The Provider may adopt its own, but in accordance with 1002.71, F.S., the attendance policy must require parents to verify each month, the student's attendance on forms prescribed by the Office of Early Learning in Rule 6M-8.305, F.A.C. If PROVIDER is conducting preliminary eligibility determination of children, PROVIDER certifies it will provide a copy of the VPK Parent Guide to the parent.
14. **Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER may not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER may not require a fee or payment as a condition of enrollment or participation in the VPK Program.
15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER may not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll students in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care).



16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment for offering VPK Program instruction to a student, PROVIDER shall not require the student's parent to pay for the services.
17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s):
  - a. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, F.S., including a federal (Federal Bureau of Investigation) and state (Florida Department of Law Enforcement) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
  - b. Is eligible to be employed as a VPK instructor in accordance with section 435.06, F.S.;
  - c. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
  - d. Is qualified to act as a VPK instructor or substitute in accordance with sections 1002.55, 1002.61 and 1002.63, F.S.
18. **Classroom staffing.** PROVIDER agrees to maintain proper staffing as required by VPK statutes. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 students, an additional adult instructor must be present who is eligible to work in the VPK provider's setting.
19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that any substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program's total instructional hours in a VPK class.
20. **Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms as required by ss. 1002.55(3)(h), 1002.61(8), or 1002.63(8), F.S., as applicable.
21. **Executed Contract.** COALITION shall return a fully executed copy of this Contract to PROVIDER as notification that PROVIDER is eligible to begin offering the VPK Program. PROVIDER shall not offer the VPK Program prior to receiving a fully executed copy of this Contract from COALITION.
22. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
23. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the VPK Program.

24. **Direct Deposit Required.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit.

#### IV. COALITION RESPONSIBILITIES

25. **Technical Assistance.** COALITION will offer technical assistance for providers on probation. The technical assistance will be designed to facilitate the development and implementation of an improvement plan. The technical assistance will be offered in a manner and schedule prescribed by the coalition or school district, according to Rule 6M-8.700(3), F.A.C.
26. **Child Eligibility.** COALITION has ultimate responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a child eligibility certificate (OEL-VPK 02 Eligibility Certificate), as described in Rule 6M-8.202, F.A.C., to the parent of each eligible child who registers in the VPK Program. Alternatively, if a provider enrolls children by meeting the specified requirements adopted under the authority of s. 1002.75(2)(a), F.S., the COALITION will monitor eligibility documentation.
27. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant Chapter 1002, F.S.

#### V. MONITORING, AUDITING, AND ACCESS

28. **Monitoring.** PROVIDER understands that the provisions of this contract are required to fulfill its obligation to offer the VPK Program, and that COALITION or school district (as applicable) will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
29. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.
30. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Office of Early Learning.

#### VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

31. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family information. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.

32. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK student, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
33. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 32, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 32 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

## **VII. COMPENSATION, FUNDING AND DELIVERABLES**

34. **Notification of Enrollment.** PROVIDER agrees that it will notify COALITION upon admitting a student to PROVIDER's VPK Program class in accordance with the procedures of COALITION and the rules of the Office of Early Learning. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the student has been admitted in accordance with the rules of the Office of Early Learning. PROVIDER agrees that PROVIDER may not receive payment for VPK instruction for a student who has not been determined eligible for enrollment in the VPK Program.
35. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each student admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes
36. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S.. PROVIDER agrees to maintain the Student Attendance and Parental Choice Certificates which have been signed each month by a parent for each student admitted into PROVIDER's VPK Program class(es) in accordance with the rules of the Office of Early Learning.
37. **Payment Rate.** PROVIDER understands that payments for each student may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except that a student reenrolled for extreme hardship may receive more than one FTE. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year.
38. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Office of Early Learning. PROVIDER further

understands that PROVIDER may elect to receive monthly advance payments based on the number of students enrolled in the PROVIDER's VPK Program class(es) by checking the following box:

☐ PROVIDER elects to receive monthly advance payments and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.

39. **Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Office of Early Learning.
40. **Overpayment.** PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts.
41. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.
42. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
43. **Closures.** PROVIDER agrees compensation for temporary closures will be handled in accordance with Office of Early Learning Rule 6M-8.204(5), F.A.C.
44. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.
45. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))



46. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

### **VIII. PROVISIONS FOR PROVIDER PROBATION**

47. **Readiness Rates.** PROVIDER understands that, in accordance with s. 1002.69(5), F.S., the Office of Early Learning will annually issue kindergarten readiness rates to each PROVIDER. PROVIDER understands that if it, or any of its providers listed in Exhibit 1, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the Office of Early Learning, in accordance with s. 1002.67(4)(c)1., F.S., PROVIDER or any of its PROVIDERS listed in Exhibit 1 will be placed on probation and must submit an improvement plan and/or annual progress report for approval to either the school district or COALITION in accordance with rules adopted by the Office of Early Learning or be removed from eligibility to offer the program type for five (5) years. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) three consecutive times, in accordance with s. 1002.67(4)(c)3, F.S., PROVIDER will be removed from eligibility to offer the program type for five (5) years unless PROVIDER is granted a good cause exemption by the Office of Early Learning. If a PROVIDER is removed from summer eligibility, then this contract is considered void for that PROVIDER's summer program type of the program year.
48. **Probation.** PROVIDER understands that in accordance with s. 1002.67(4)(c)2, F.S., PROVIDER on probation must continue the corrective actions in its improvement plan, including the use of an approved curriculum or a staff development plan, until PROVIDER meets the readiness rate. Failure to do so will result in the termination of PROVIDER's contract and the PROVIDER losing eligibility to deliver the VPK Program for five (5) years.

### **IX. FINANCIAL CONSEQUENCES**

49. **Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract, or terminate the contract.

### **X. NONDISCRIMINATION**

50. **Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

### **XI. TERMINATION AND NONCOMPLIANCE**

51. **Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to

meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 58. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing.

**52. Termination for Cause.**

**a. Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with the terms of this Contract, including failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 57.

**b. Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 58. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

**53. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency that actions or inactions of a PROVIDER pose an immediate and serious danger to the health, safety, or welfare of children. A termination of this Contract on an emergency basis is accomplished by the COALITION sending PROVIDER written notice of emergency termination at least twenty-four hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 58.

**54. Revocation of Eligibility.** In accordance with s. 1002.67(4)(b), F.S., if PROVIDER's Contract is terminated under paragraph 52 or 53, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program for a period of five (5) years. In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under the contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

55. **Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER.
56. **Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.
57. **Fraud.**
- a. **Anti-Fraud Plan.** COALITION shall provide the PROVIDER with a copy of its anti-fraud plan established by COALITION in accordance with s. 1002.91, F.S. PROVIDER agrees to comply with such anti-fraud plan.
- b. **Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 58. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
- c. **Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
- d. **Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.
58. **Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any



VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.

59. **Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of Exhibit 1 showing any stricken locations to PROVIDER. This Contract will remain in force and effect as to all locations in Exhibit 1 which are not stricken.
60. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

## **XII. NOTIFICATION**

61. **Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice of class transfers of children at the same provider location within fourteen (14) calendar days;
  - b. Providing notice of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes;
  - c. Submitting written documentation demonstrating temporary closure by the close of business on the first day that a closing occurs and submitting written documentation demonstrating subsequent reopening within two (2) business days after reopening;
  - d. Providing notice and documentation specifying reasons for dismissal of students within fourteen (14) calendar days;
62. **CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
63. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.

**64. Notification of Disqualification or Public Assistance Fraud.**

a. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

**XII. INDEMNIFICATION**

**65. Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. **If PROVIDER is a state agency, public school or school district, this paragraph is limited to the extent required by s. 768.28, F.S.**

**XIV. SEVERABILITY**

**66. Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

**XV. NO AMENDMENTS**

**67. No Amendments.** No attachments, amendments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

## XV. EXECUTION OF CONTRACT

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

**Warranty of Authority.** Each person signing this contract warrants that he or she is dually authorized to do so and to bind the respective party to the contract.

\_\_\_\_\_  
Signature of President/Vice President/  
Secretary/Officer/Owner/Principal/or Other  
Authorized Representative

☐ By Electronic Signature

\_\_\_\_\_  
Orange County Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Teresa Jacobs

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Additional Signatory (If required by  
the Provider)

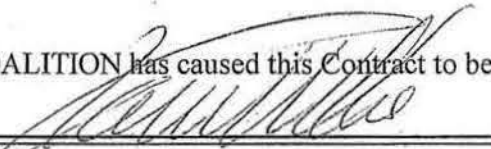
☐ By Electronic Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

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

☐ By Electronic Signature

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Karen Willis

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

  
\_\_\_\_\_  
Date

# Exhibit 1: Provider Location List

Provider Name: Orange County, Florida

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

☐ Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten Education Program (VPK) providers, enter each name and physical location in the table below. If PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION's service area, enter each name and physical location in the table below. If PROVIDER is using a different curriculum or curricula at various sites, enter the name of the curriculum or curricula used at each site. If additional locations are needed, additional pages may be added if those pages conform to the formatting below.

If COALITION determines a physical location to be ineligible to offer the VPK Program, COALITION will strike through the name and location in the table below and initial and date in the column titled "Official Use Only" and send a copy of this Exhibit to PROVIDER.

Location Number	Location Name	Physical Address	School year/Summer	Employer ID Number (FIN)	Official Use Only
1.	Bithlo Head Start	18501 Washington Avenue, Orlando, FL 32820	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
2.	Callahan Head Start	101 North Parramore Street, Orlando, FL 32805	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
3.	Denton Johnson	400 Ruffie Street, Eatonville, FL 32751	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
4.	East Orange Head Start	12050 East Colonial Drive, Orlando, FL 32826	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
5.	Engelwood Head Start	900 Engel Drive, Orlando, FL 32807	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
6.	John H. Bridges	445 West 13th Street, Apopka, FL 32703	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
7.	Lila Mitchell	5151 Raleigh Street, Orlando, FL 32811	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
8.	Maxey Head Start	1100 East Maple Street, Winter Garden, FL 34787	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
9.	Pine Hills Head Start	6408 Jennings Road, Orlando, FL 32806	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
10.	South Orlando YMCA Head Start	814 West Oakridge Road, Orlando, FL 32809	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
11.	Southwood Head Start	6225 Brookgreen Avenue, Orlando, FL 32839	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	
12.	Taft Head Start	9504 South Orange Avenue, Orlando, FL 32824	<input checked="" type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer	59-6000773	

13.			<input type="checkbox"/> Sch.-Year		
			<input type="checkbox"/> Summer		
14.			<input type="checkbox"/> Sch.-Year		
			<input type="checkbox"/> Summer		
15.			<input type="checkbox"/> Sch.-Year		
			<input type="checkbox"/> Summer		
16.			<input type="checkbox"/> Sch.-Year		
			<input type="checkbox"/> Summer		
17.			<input type="checkbox"/> Sch.-Year		
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18.			<input type="checkbox"/> Sch.-Year		
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			<input type="checkbox"/> Summer		
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			<input type="checkbox"/> Summer		
34.			<input type="checkbox"/> Sch.-Year		
			<input type="checkbox"/> Summer		
35.			<input type="checkbox"/> Sch.-Year		
			<input type="checkbox"/> Summer		



## Exhibit 2: Due Process Procedures

Provider Name: ORANGE COUNTY, FLORIDA

**1. Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

**2. Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

**a. Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

**b. Request Time.** The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

**c. Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

**3. Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

**a. Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. Three of the members must be a mandatory member as set forth in section 1002.83(4) with at least one provider representative member.

**b. Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of

receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

**c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

**d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

**e. Notice of Review Hearing Conclusion.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The Review Hearing Committee must also appoint a Review Hearing Committee member or a Coalition staff person to prepare a written notice of the review hearing conclusion. (If the notice is developed by a Coalition staff person, the notice must be reviewed by the Review Hearing Committee in a subsequent public meeting and approved before being sent to the provider.) The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. Finally, if the majority of the Review Hearing Committee determines:

i. That no part of the determination made by the Coalition was correct, the notice must state provider is not required to take further action.

ii. That any part of the determination made by the Coalition is correct, the notice must identify the portion(s) determined to be correct. As applicable, the notice must also state:

A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s);



- B.** If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.

The decision of the Review Hearing Committee is final.



**STATE OF FLORIDA**  
**STATEWIDE VOLUNTARY PREKINDERGARTEN**  
**PROVIDER CONTRACT**  
**PRIVATE PROVIDER ATTACHMENT FORM OEL-VPK 20PP**

**I. PARTIES AND TERMS OF CONTRACT ATTACHMENT**

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 1 day of July, 2016, by and between the Early Learning Coalition of ORANGE COUNTY (herein referred to as "COALITION"), and ORANGE COUNTY, FLORIDA (herein referred to as "PROVIDER"), with its principal offices located at 2100 East Michigan Street, Orlando, FL 32806.
2. **Provider Type.** To be eligible to deliver the VPK Program, PROVIDER must be one of the provider types identified in s. 1002.55(3)(a), Florida Statutes, (F.S.). This form is designed for use by private providers. PROVIDER must check the box to indicate PROVIDER type:
- ☒ A child care facility licensed under s. 402.305, F.S.
- ☐ A family day care home licensed under s. 402.313, F.S.
- ☐ A large family child care home licensed under s. 402.3131, F.S.
- ☐ A nonpublic school exempt from licensure under s. 402.3025(2), F.S., that also either holds a current Gold Seal Quality Care designation under s. 402.281 F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.
- ☐ A faith-based child care provider exempt from licensure under s. 402.316, F.S., that also either holds a current Gold Seal Quality Care designation under s. 402.281 F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.

**II. PRIVATE PROVIDER REQUIREMENTS**

3. **Additional Provisions.** PROVIDER understands that the following provisions of this Attachment are required in addition to those in the Contract to fulfill its obligation to offer the VPK program, and that COALITION will monitor PROVIDER to ensure the conditions of offering the VPK program are met. Failure on the part of PROVIDER to comply with these provisions may result in the termination of this Contract by COALITION and PROVIDER's ineligibility to offer the VPK program for five (5) years.
4. **VPK Director.** At each VPK site, PROVIDER agrees that it has a prekindergarten director, for the majority of hours in which VPK instructional hours are being delivered, as required by s. 1002.57, F.S., who has one of the following credentials:
- a. A child care facility director credential approved by the DCF under s. 402.305(2)(f), F.S., if the child care facility director credential was issued before December 31, 2006; or
- b. A VPK director credential approved by the Office of Early Learning under s. 1002.57, F.S., if the child care facility director credential is issued after December 31, 2006.

5. **Coalition Access.** PROVIDER must permit COALITION, COALITION's representative or agent, or the Office of Early Learning, at any reasonable time, to enter PROVIDER's VPK program site(s) to verify PROVIDER's compliance with the requirements of the VPK program. This paragraph does not convey authority to COALITION, COALITION's representative or agent, or the Office of Early Learning to enforce licensing requirements established by the DCF, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Contract, as applicable.

### III. INSURANCE REQUIREMENTS

6. **Liability Insurance.** If PROVIDER is not a state agency or a subdivision thereof, it certifies that it has and maintains a general liability insurance policy that must provide for a minimum of \$100,000 of general liability insurance coverage per occurrence and a minimum of \$300,000 general aggregate coverage, unless the Office of Early Learning has authorized a lower limit, as per s. 1002.55(3)(j), F.S. PROVIDER must name COALITION as a certificate holder and as an additional insured
7. **Notification of liability coverage changes.** PROVIDER agrees that it will provide notice to COALITION within 10 calendar days of cancellation or changes to general liability coverage required in this Contract in accordance with s. 1002.55(3)(j), F.S. The general liability insurance must remain in full force and effect for the entire period PROVIDER is contracted with COALITION.
8. **Workers' Compensation and Unemployment Compensation.** In accordance with s. 1002.55(3)(k), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.
9. **State Agencies and Subdivisions.** In accordance with section 1002.55(3)(l), F.S., if PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S.

**DELEGATION OF SIGNING AUTHORITY  
FOR THE  
STATE OF FLORIDA STATEWIDE VOLUNTARY PREKINDERGARTEN  
PROVIDER CONTRACT  
RELATED TO THE ORANGE COUNTY HEAD START PROGRAM**

To Whom It May Concern,

By means of this letter, I, Teresa Jacobs (the Delegating Official), which is the Chairman of the Board, President or Owner) delegate the authority herein described to Lonnie C. Bell, Jr., Director, Orange County Family Services Department, (my representative), on the following terms and conditions:

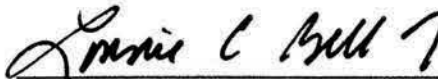
1. My representative may sign, on my behalf, any documents pertaining to the Florida Voluntary Prekindergarten Program.
2. The designated effective date of this delegation is the last date the contract is signed. The designated effective date of this delegation shall be effective until June 30, 2017 or until revoked by the delegation official, whichever is sooner.
3. The authority delegated is not subject to sub-delegation without my prior and written consent.
4. I understand that this delegation does not relieve me of responsibility to manage and supervise operation of the Voluntary Prekindergarten Program, that I may be liable for repayment of funds received and that may be subject to disqualification of the contract with the State of Florida for participation in the Florida Voluntary Prekindergarten Program.

\_\_\_\_\_  
Signature (Delegating Official)

\_\_\_\_\_  
Teresa Jacobs, Orange County Mayor  
(Chairman of the Board, President or Owner)

\_\_\_\_\_  
Date

Acknowledge and agreed:

  
\_\_\_\_\_  
Signature (Representative)  
Lonnie C. Bell, Jr. Director

5-5-16  
\_\_\_\_\_  
Date

Interoffice Memorandum



AGENDA ITEM

April 28, 2016

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

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

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

SUBJECT: Filing of Head Start Policy Council Program Information and Updates  
for the Official County Record  
**CONSENT AGENDA ITEM May 24, 2016**

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

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

April 2016  
March 17, 2016

**ACTION REQUESTED: Receipt and filing of Head Start Policy Council Program Information and Updates April 2016 and Head Start Policy Council Meeting Minutes March 17, 2016 for the official county record.**

SH/kp

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



Lonnie C. Bell, Jr.  
Director, Family Services

Orange County Government

HEAD START

POLICY COUNCIL

PROGRAM

INFORMATION & UPDATES



Sonya L. Hill  
Head Start Division Manager

**APRIL**  
**SHOWERS**  
**bring May**  
**FLOWERS**

APRIL 2016





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



# **POLICY COUNCIL MONTHLY MEETING**

**Who: Policy Council Members**

**Date: THURSDAY- MARCH 17, 2016**

**Time: 6:30 PM**

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

**C h i l d C a r e P r o v i d e d**  
(snacks provided for the children)

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

**SEE YOU THERE!!!!**



# AGENDA

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

---

April 21, 2016

MEETING STARTS AT 6:30 p.m.

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

Approval of Head Start requests for filing of the monthly packets, program information update  
and meeting minutes for the official county record:

- a. Head Start Policy Council Program Information and Updates
  - b. Head Start Policy Council Meeting Minutes
10. Service Area Reports
11. Old Business
  - a. Women's Event / Flyers
12. New Business
  - a. FHSA Conference Update
  - b. Call Tree
13. Public Comment
14. Adjourn

**Head Start Policy Council**  
**Human Resources Committee**  
**March Actions**

**I. New Hires –**

<b>Job Title</b>	<b>Employee's Name</b> <i>(Documented after Policy Council Vote)</i>	<b>Date of Hire</b>
Maintenance Tech	Julio Grullon	03/14/2016
Teacher Aide	Audreyola Burke	03/14/2016
Teacher Aide	Ann Marie Graham	03/14/2016
Teacher Aide	Victoria Jenkins	03/28/2016
Teacher Aide	Brenda Rivera	03/28/2016
Teacher Aide	Janisse Medina	03/28/2016
Licensed Practical Nurse	Maria Gonzalez	03/14/2016
Teacher Assistant	Amy Brandenburg	03/28/2016

**II. Pending Approval**

<b>Job Title</b>	<b>Employee's Name</b>
Teacher Aide	Nisrine Mesfioui
Teacher Aide	Ebony Ränge
Teacher Aide	Rosnel Bertrand
Teacher Assistant	Shatrice Campbell
Teacher Assistant	Stephanie Johnson
Teacher	Nola Moore

**III. Separation from employment –**

<b>Job Title</b>	<b>Reason</b>	<b>Employee's Name</b> <i>(Documented after Policy Council Vote)</i>
Community Service Worker	Other Personal Reasons	Jazzmil Torres
Sr. Community Service Worker	Other Personal Reasons	Luz Ramos Algarin
Teacher Assistant	Another Job	James Bynes

#### IV. Promotions/Internal Transfers –

Transfer From:	Transfer To:	Employee's Name (Documented after Policy Council Vote)
Teacher Assistant	Teacher	Sonya Austin

#### V. Current Head Start Openings – As of 04/11/16

Job Title	Number of Positions
Teacher Assistant	11
Teacher	1
Center Supervisor	1
Community Services Worker	2
Licensed Practical Nurse	1
Maintenance Technician	1
Registered Nurse Supervisor	1

**Orange County Family Services Department  
Budget Summary: Month of March's 2016 for Head Start**

UNIT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
Head Start Administration	1,294,384	67,211	87,652	86,509	78,896	84,961	236,985	3,140	642,214	649,029	50%
Head Start Services	11,544,829	721,005	867,316	852,437	744,780	823,998	1,216,083	263,374	5,225,621	6,032,267	45%
Head Start Training	122,891	715	3,957	11,119	10,002	23,169	11,837	17,135	60,798	31,804	49%
Head Start Disabilities	449,242	17,775	21,218	21,337	21,302	29,756	32,419	149,913	143,807	155,522	32%
USDA Administration	179,000	3,871	7,612	9,175	10,639	10,670	22,596	-	64,563	114,437	36%
USDA Services	1,550,260	17,609	21,065	134,026	128,753	182,330	204,669	275,908	688,452	585,900	44%
Voluntary Pre-Kindergarten	1,082,330	18,652	(18,230)	2,430	148,943	94,354	132,772	-	378,920	703,410	35%
Grand Total	16,222,936	846,837	990,590	1,117,032	1,143,317	1,249,238	1,857,361	709,471	7,204,376	8,272,367	44%
MONTHS	PERCENT										
October	8%										
November	17%										
December	25%										
January	33%										
February	42%										
March	50%										
April	58%										
May	67%										
June	75%										
July	83%										
August	92%										
September	100%										
* All Encumbered Amount will be reflected in the Balance column and not in the Expended Year To Date column until expended.											

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7006 ,Dept: 062 , HEAD START , Unit: 7521 , ADMIN/HEAD START**  
**FY 2015-2016 MONTHLY MARCH'S EXPENDITURE REPORT**

	UNIT	UNIT NAME	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	7521	ADMIN/HEAD START	1120	7FA	REGULAR SALARIES and WAGES	783,943.00	51,010.96	60,860.80	60,892.47	61,484.80	61,184.78	92,227.20	.00	387,661.01	396,281.99	49%
	7521	ADMIN/HEAD START	1130	7FA	OTHER SALARIES and WAGES	.00	.00	.00	.00	.00	.00	4,800.00	.00	4,800.00	-4,800.00	#DIV/0!
	7521	ADMIN/HEAD START	1140	7FA	OVERTIME	7,000.00	279.96	226.15	736.94	.00	139.41	151.20	.00	1,533.66	5,466.34	22%
	7521	ADMIN/HEAD START	2110	7FA	FICA TAXES	60,507.00	3,710.56	4,432.81	4,477.21	4,454.67	4,445.25	7,050.52	.00	28,571.02	31,935.98	47%
	7521	ADMIN/HEAD START	2120	7FA	RETIREMENT CONTRIBUTION	57,422.00	3,832.94	4,594.93	4,604.58	4,594.08	4,582.42	6,902.10	.00	29,111.05	28,310.95	51%
	7521	ADMIN/HEAD START	2130	7FA	LIFE and HEALTH INSURANCE	168,800.00	8,376.49	9,857.04	9,857.04	10,086.32	10,086.32	15,544.96	.00	63,808.17	104,991.83	38%
	7521	ADMIN/HEAD START	2131	7FA	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	#DIV/0!
	7521	ADMIN/HEAD START	2200	7FA	PAYMENTS TO OPEB TRUST	7,383.00	.00	.00	.00	.00	.00	.00	.00	.00	7,383.00	0%
OBJECT CATEGORY 1						1,085,055.00	67,210.91	79,971.73	80,568.24	80,619.87	80,438.18	126,675.98	.00	515,484.91	569,570.09	48%
2	7521	ADMIN/HEAD START	3125	7FB	INDIRECT COSTS	106,329.00	.00	.00	.00	.00	.00	106,329.00	.00	106,329.00	.00	100%
	7521	ADMIN/HEAD START	3410	7FC	LOCAL TRAVEL	1,000.00	.00	.00	602.09	.00	229.06	451.38	.00	1,282.53	-282.53	128%
	7521	ADMIN/HEAD START	3510	7FC	POSTAGE and MESSENGER SVCS	2,000.00	.00	.00	.00	.00	16.61	.00	.00	16.61	1,983.39	1%
	7521	ADMIN/HEAD START	3530	7FC	TOLL CHARGES	150.00	.00	.00	27.68	.00	1.09	42.31	.00	71.08	78.92	47%
	7521	ADMIN/HEAD START	3610	7FC	RENTAL OF EQUIPMENT	5,600.00	.00	.00	331.00	.00	.00	1,033.69	1,423.38	1,364.69	2,811.93	24%
	7521	ADMIN/HEAD START	3720	7FC	COMMUNICATIONS	3,000.00	.00	.00	388.33	776.61	419.22	418.99	.00	2,003.15	996.85	67%
	7521	ADMIN/HEAD START	3820	7FC	MAINTENANCE OF EQUIPMENT	2,567.00	.00	.00	.00	.00	.00	1,590.87	1,717.09	1,590.87	-740.96	62%
	7521	ADMIN/HEAD START	3910	7FC	GRAPHIC REPROD SVCS	8,800.00	.00	.00	.00	.00	.00	.00	.00	.00	8,800.00	0%
	7521	ADMIN/HEAD START	4010	7FC	DUES and MEMBERSHIPS	20,875.00	.00	7,680.00	450.00	.00	.00	.00	.00	8,130.00	12,745.00	39%
	7521	ADMIN/HEAD START	4110	7FC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	9,200.00	.00	.00	337.38	.00	1,081.55	1,557.51	.00	2,976.44	6,223.56	32%
	7521	ADMIN/HEAD START	4115	7FC	MISCELLANEOUS OPERATING SUPPLIES	12,800.00	.00	.00	.00	.00	.00	.00	.00	.00	12,800.00	0%
	7521	ADMIN/HEAD START	4120	7FC	SOFTWARE < \$1000	6,336.00	.00	.00	604.86	.00	.00	.00	.00	604.86	5,731.14	10%
	7521	ADMIN/HEAD START	4121	7FC	COMPUTER EQUIPMENT LESS THAN \$500	5,080.00	.00	.00	152.99	.00	.00	.00	.00	152.99	4,927.01	3%
	7521	ADMIN/HEAD START	4123	7FC	EQUIPMENT LESS THAN \$1000	5,000.00	.00	.00	504.22	.00	.00	.00	.00	504.22	4,495.78	10%
	7521	ADMIN/HEAD START	4412	7FC	PROMOTIONAL EXPENSES	5,000.00	.00	.00	.00	.00	1,499.70	.00	.00	1,499.70	3,500.30	30%
	7521	ADMIN/HEAD START	4418	7FC	EDUCATIONAL ASSISTANCE PROGRAM	2,000.00	.00	.00	2,500.00	-2,500.00	1,250.00	-1,250.00	.00	.00	2,000.00	0%
	7521	ADMIN/HEAD START	4422	7FC	SCHOLARSHIPS,AWARDS,BENE F	559.00	.00	.00	42.50	.00	25.80	135.00	.00	203.30	355.70	36%
	7521	ADMIN/HEAD START	4482	7FN	SELF INS-PROP CASUALTY	13,033.00	.00	.00	.00	.00	.00	.00	.00	.00	13,033.00	0%
OBJECT CATEGORY 2						209,329.00	.00	7,680.00	5,941.05	-1,723.39	4,523.03	110,308.75	3,140.47	126,729.44	79,459.09	61%
*TOTAL UNIT_CD 7521						1,294,384.00	67,210.91	87,651.73	86,509.29	78,896.48	84,961.21	236,984.73	3,140.47	642,214.35	649,029.18	50%



**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7006 ,Dept: 062 , HEAD START , Unit: 7522 , SERVICES/HEAD START**  
**FY 2015-2016 MONTHLY MARCH'S EXPENDITURE REPORT**

	UNIT	UNIT NAME	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	7522	SERVICE	1120	7FE	REGULAR SALARIES and WAGES	6,454,605.00	498,600.42	602,021.74	582,965.88	466,984.61	521,930.61	792,259.04	.00	3,464,762.30	2,989,842.70	54%
	7522	SERVICE	1130	7FE	OTHER SALARIES and WAGES	80,000.00	9,148.75	7,930.71	8,268.91	7,134.99	14,112.46	17,170.71	.00	63,766.53	16,233.47	80%
	7522	SERVICE	1140	7FE	OVERTIME	10,000.00	3,321.14	908.11	1,733.77	208.37	1,845.12	3,079.80	.00	11,096.31	-1,096.31	111%
	7522	SERVICE	2110	7FE	FICA TAXES	496,707.00	37,222.24	44,462.56	43,171.45	34,379.36	39,172.33	59,097.78	.00	257,505.72	239,201.28	52%
	7522	SERVICE	2120	7FE	RETIREMENT CONTRIBUTION	469,330.00	36,971.73	43,277.62	42,851.41	33,063.91	31,754.57	59,058.22	.00	246,977.46	222,352.54	53%
	7522	SERVICE	2130	7FE	LIFE and HEALTH INSURANCE	2,006,000.00	115,906.39	134,766.16	133,747.13	115,448.14	131,186.75	194,409.97	.00	825,464.54	1,180,535.46	41%
	7522	SERVICE	2131	7FE	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	750.00	.00	750.00	-750.00	#DIV/0!
	7522	SERVICE	2150	7FE	UNEMPLOYMENT COMPENSATION	7,000.00	.00	.00	.00	.00	.00	.00	.00	.00	7,000.00	0%
	7522	SERVICE	2200	7FE	PAYMENTS TO OPEB TRUST	122,804.00	.00	.00	.00	.00	.00	.00	.00	.00	122,804.00	0%
<b>OBJECT CATEGORY 1</b>						<b>9,646,446.00</b>	<b>701,170.67</b>	<b>833,366.90</b>	<b>812,738.55</b>	<b>657,219.38</b>	<b>740,001.84</b>	<b>1,125,825.52</b>	<b>.00</b>	<b>4,870,322.86</b>	<b>4,776,123.14</b>	<b>50%</b>
2	7522	SERVICE	3167	7FF	PAYMENTS TO OTHER GOVERNMENTAL AGENCIES	8,000.00	100.00	.00	.00	3,559.50	887.25	1,050.26	.00	5,597.01	2,402.99	70%
	7522	SERVICE	3170	7FF	JANITORIAL SVC and SUPPLY	20,000.00	.00	.00	357.97	3,596.62	1,005.70	1,005.70	.00	5,965.99	14,034.01	30%
	7522	SERVICE	3192	7FF	SOFTWARE LICENSING SUPPORT FEE	42,225.00	.00	.00	.00	.00	.00	18,381.77	.00	18,381.77	275.23	44%
	7522	SERVICE	3195	7FF	CONTRACT SERVICES MEDICAL CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	10,000.00	.00	.00	.00	.00	815.00	.00	10,000.00	815.00	-815.00	8%
	7522	SERVICE	3197	7FF	OTHER INSURANCE and BONDS	50,000.00	.00	1,773.75	150.00	770.00	4,478.75	1,500.00	46,895.40	8,672.50	-5,567.90	17%
	7522	SERVICE	3350	7FF	LOCAL TRAVEL	13,000.00	.00	12,933.12	.00	.00	.00	.00	.00	12,933.12	66.88	99%
	7522	SERVICE	3410	7FF	OUT OF COUNTY TRAVEL	25,000.00	.00	.00	1,991.24	.00	1,847.03	951.28	.00	4,789.55	20,210.45	19%
	7522	SERVICE	3420	7FF	MOVING EXPENSE-CO ASSETS	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00	0%
	7522	SERVICE	3520	7FF	TOLL CHARGES	2,000.00	.00	.00	988.00	.00	760.00	.00	.00	1,748.00	252.00	87%
	7522	SERVICE	3530	7FF	RENTAL OF EQUIPMENT	500.00	.00	101.55	135.41	43.34	232.99	166.53	.00	679.82	-179.82	136%
	7522	SERVICE	3610	7FF	LEASES- BUILDINGS/STRUCTURES	49,926.00	.00	1,580.53	2,456.39	3,009.28	8,011.45	4,096.23	37,297.85	19,153.88	-6,525.73	38%
	7522	SERVICE	3620	7FF	UTILITIES	228,392.00	11,257.84	5,628.92	6,122.92	45,176.07	8,713.45	6,863.45	8,204.00	83,762.65	136,425.35	37%
	7522	SERVICE	3710	7FF	COMMUNICATIONS	45,564.00	3,200.00	2,821.74	2,238.72	7,544.96	4,687.67	3,619.39	.00	24,112.48	21,451.52	53%
	7522	SERVICE	3720	7FF	MAINTENANCE OF BUILDINGS, IMPROVEMENTS, AND GROUNDS	45,000.00	93.00	2,940.70	1,244.30	8,008.98	5,334.89	4,376.65	.00	21,998.52	23,001.48	49%
	7522	SERVICE	3810	7FF	MAINTENANCE OF EQUIPMENT	392,530.00	3,100.00	1,550.00	2,777.74	3,243.75	7,529.54	3,572.02	.00	21,773.05	370,756.95	6%
	7522	SERVICE	3820	7FF	MAINTENANCE OF COMPUTER EQUIPMENT	37,913.00	.00	1,005.90	512.30	1,083.81	2,650.80	2,059.90	14,251.34	7,312.71	16,348.95	19%
	7522	SERVICE	3823	7FF	INTERNAL FLEET MANAGEMENT CHARGES	7,500.00	.00	.00	.00	.00	.00	.00	.00	.00	7,500.00	0%
	7522	SERVICE	3825	7FN	GRAPHIC REPROD SVCS	43,000.00	.00	.00	2,090.23	425.25	1,229.47	1,878.35	.00	5,623.30	37,376.70	13%
	7522	SERVICE	3910	7FF	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	15,298.00	.00	.00	.00	.00	84.00	.00	.00	84.00	15,214.00	1%
	7522	SERVICE	4020	7FF	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	3,000.00	.00	.00	.00	.00	.00	.00	.00	.00	3,000.00	0%
	7522	SERVICE	4110	7FF	MISCELLANEOUS OPERATING SUPPLIES	10,000.00	.00	.00	512.66	.00	3,233.45	2,192.71	.00	5,938.82	4,061.18	59%
	7522	SERVICE	4115	7FF	EVENT/MEAL REIMBURSEMENTS	81,347.00	.00	.00	915.40	.00	7,826.76	7,907.40	.00	16,649.56	64,697.44	20%
	7522	SERVICE	4116	7FF	SOFTWARE < \$1000	3,000.00	.00	.00	.00	.00	698.36	.00	3,817.25	698.36	-1,515.61	23%
	7522	SERVICE	4120	7FF	COMPUTER EQUIPMENT LESS THAN \$500	2,560.00	.00	.00	476.56	.00	.00	.00	.00	476.56	2,083.44	19%
	7522	SERVICE	4121	7FF	EQUIPMENT LESS THAN \$1000	3,200.00	.00	.00	747.28	.00	1,423.73	2,148.00	150.57	4,319.01	-1,269.58	135%
	7522	SERVICE	4123	7FF	FOOD and DIETARY	25,000.00	.00	.00	543.97	.00	1,381.05	169.96	.00	2,094.98	22,905.02	8%
	7522	SERVICE	4135	7FF	MED and SURG SUPPLIES	246,569.00	.00	.00	15,924.03	13,899.45	21,165.28	27,068.32	73,479.91	78,057.08	95,032.01	32%
	7522	SERVICE	4143	7FF	CLOTHING AND WEARING APPAREL	4,000.00	.00	.00	.00	.00	.00	.00	.00	.00	4,000.00	0%
	7522	SERVICE	4175	7FF	MISC SUPPLIES OR EXPENSES	100.00	.00	.00	.00	.00	.00	.00	.00	.00	100.00	0%
	7522	SERVICE	4195	7FF	PROMOTIONAL EXPENSES	2,000.00	.00	.00	.00	.00	.00	.00	.00	.00	2,000.00	0%
	7522	SERVICE	4412	7FF	EDUCATIONAL ASSISTANCE PROGRAM	2,500.00	.00	.00	.00	.00	.00	.00	.00	.00	2,500.00	0%
	7522	SERVICE	4418	7FF	IMPROVEMTS TO NON-COUNTY ASSETS	2,012.00	2,083.85	3,613.15	-1,036.96	-4,660.04	.00	1,250.00	.00	1,250.00	762.00	62%
	7522	SERVICE	4440	7FF	PARENT ACTIVITY FUND	15,000.00	.00	.00	.00	.00	.00	.00	.00	.00	15,000.00	0%
	7522	SERVICE	4450	7FF	FIELD TRIPS-HEAD START	9,216.00	.00	.00	.00	.00	.00	.00	.00	.00	9,216.00	0%
	7522	SERVICE	4452	7FF	SELF INS-PROP CASUALTY	65,360.00	.00	.00	550.00	.00	.00	.00	.00	550.00	64,810.00	1%
	7522	SERVICE	4482	7FF	EQUIPMENT	272,491.00	.00	.00	.00	.00	.00	.00	.00	.00	272,491.00	0%
	7522	SERVICE	6410	7FD	COMPUTER EQUIPMENT > \$500	2,000.00	.00	.00	.00	1,859.95	.00	.00	.00	1,859.95	140.05	93%
	7522	SERVICE	6438	7FD		112,180.00	.00	.00	.00	.00	.00	.00	69,277.50	.00	42,902.50	0%
<b>OBJECT CATEGORY 2</b>						<b>1,896,383.00</b>	<b>19,834.69</b>	<b>33,949.36</b>	<b>39,698.16</b>	<b>87,560.92</b>	<b>83,996.62</b>	<b>90,257.92</b>	<b>263,373.82</b>	<b>355,297.67</b>	<b>1,256,143.51</b>	<b>19%</b>
<b>*TOTAL UNIT C0241</b>						<b>11,544,829.00</b>	<b>721,005.36</b>	<b>867,316.26</b>	<b>852,436.71</b>	<b>744,780.30</b>	<b>823,998.46</b>	<b>1,216,083.44</b>	<b>263,373.82</b>	<b>5,225,620.53</b>	<b>6,032,266.65</b>	<b>45%</b>



**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7006 ,Dept: 062 , HEAD START , Unit: 7525 , TRAINING/HEAD START**  
**FY 2015-2016 MONTHLY MARCH'S EXPENDITURE REPORT**

	UNIT	UNIT NAME	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
2	7525	TRAINING	3185	7FH	CONTRACT SVC-TRAINING	45,966.00	.00	2,500.00	.00	.00	6,000.00	5,000.00	10,215.00	13,500.00	9,097.00	29%
	7525	TRAINING	3420	7FH	OUT OF COUNTY TRAVEL	13,700.00	715.40	1,456.86	1,466.96	664.13	4,423.68	2,976.77	.00	11,703.78	1,996.22	85%
	7525	TRAINING	3610	7FH	RENTAL OF EQUIPMENT	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00	0%
	7525	TRAINING	3620	7FH	LEASES- BUILDINGS/STRUCTURES	2,000.00	.00	.00	.00	.00	.00	.00	912.25	.00	1,087.75	0%
	7525	TRAINING	3910	7FH	GRAPHIC REPROD SVCS	1,000.00	.00	.00	.00	.00	.00	.00	.00	.00	1,000.00	0%
	7525	TRAINING	4020	7FH	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	1,000.00	.00	.00	.00	.00	.00	109.90	.00	109.90	890.10	11%
	7525	TRAINING	4030	7FH	TRAINING AND EDUCATIONAL COST	31,646.00	.00	.00	3,955.00	.00	12,407.00	.00	.00	16,362.00	15,284.00	52%
	7525	TRAINING	4040	7FH	LICENSE AND CERTIFICATION FEES	1,000.00	.00	.00	.00	.00	150.00	.00	.00	150.00	850.00	15%
	7525	TRAINING	4110	7FH	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	2,771.00	.00	.00	.00	.00	.00	.00	.00	.00	2,771.00	0%
	7525	TRAINING	4115	7FH	MISCELLANEOUS OPERATING SUPPLIES	2,000.00	.00	.00	.00	.00	.00	.00	.00	.00	2,000.00	0%
	7525	TRAINING	4116	7FH	EVENT/MEAL REIMBURSEMENTS	4,500.00	.00	.00	.00	.00	187.84	.00	.00	187.84	4,312.16	4%
	7525	TRAINING	4418	7FH	EDUCATIONAL ASSISTANCE PROGRAM	10,300.00	.00	.00	5,697.00	9,337.58	.00	3,750.00	.00	18,784.58	-8,484.58	182%
	7525	TRAINING	6438	7FJ	COMPUTER EQUIPMENT > \$500	6,008.00	.00	.00	.00	.00	.00	.00	6,008.00	.00	.00	0%
OBJECT CATEGORY 2						122,891.00	715.40	3,956.86	11,118.96	10,001.71	23,168.50	11,836.67	17,135.25	60,798.10	31,803.65	49%
*TOTAL UNIT_CD 7525						122,891.00	715.40	3,956.86	11,118.96	10,001.71	23,168.50	11,836.67	17,135.25	60,798.10	31,803.65	49%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7006 ,Dept: 062 , HEAD START , Unit: 7526 , DISABILITY/HEAD START**  
**FY 2015-2016 MONTHLY MARCH'S EXPENDITURE REPORT**

	UNIT	UNIT NAME	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	7526	HEAD START DISABILITY	1120	7FI	REGULAR SALARIES and WAGES	195,599.00	13,390.32	15,976.00	15,976.00	15,976.00	15,976.00	23,733.93	.00	101,028.25	94,570.75	52%
	7526	HEAD START DISABILITY	1140	7FI	OVERTIME	100.00	.00	43.94	.00	.00	.00	60.64	.00	104.58	-4.58	105%
	7526	HEAD START DISABILITY	2110	7FI	FICA TAXES	14,971.00	951.90	1,140.29	1,136.95	1,128.92	1,128.92	1,675.20	.00	7,162.18	7,808.82	48%
	7526	HEAD START DISABILITY	2120	7FI	RETIREMENT CONTRIBUTION	14,207.00	972.15	1,163.07	1,159.88	1,159.88	1,159.88	1,631.43	.00	7,246.29	6,960.71	51%
	7526	HEAD START DISABILITY	2130	7FI	LIFE and HEALTH INSURANCE	37,600.00	2,460.20	2,894.96	2,894.96	3,037.52	3,037.52	4,304.01	.00	18,629.17	18,970.83	50%
	7526	HEAD START DISABILITY	2131	7FI	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	#DIV/0!
	7526	HEAD START DISABILITY	2200	7FI	PAYMENTS TO OPEB TRUST	1,969.00	.00	.00	.00	.00	.00	.00	.00	.00	1,969.00	0%
OBJECT CATEGORY 1						264,446.00	17,774.57	21,218.26	21,167.79	21,302.32	21,302.32	31,405.21	.00	134,170.47	130,275.53	51%
2	7526	HEAD START DISABILITY	3195	7FK	CONTRACT SERVICES MEDICAL	5,000.00	.00	.00	.00	.00	.00	.00	.00	.00	5,000.00	0%
	7526	HEAD START DISABILITY	3197	7FK	CONTRACTUAL SERVICES NOT OTHERWISE SPECIFIED	165,000.00	.00	.00	169.00	.00	8,454.00	1,014.00	149,913.00	9,637.00	5,450.00	6%
	7526	HEAD START DISABILITY	3235	7FK	INDIGENT PSYCH SVCS	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	#DIV/0!
	7526	HEAD START DISABILITY	3275	7FK	MEDICAL SVCS	10,000.00	.00	.00	.00	.00	.00	.00	.00	.00	10,000.00	0%
	7526	HEAD START DISABILITY	4110	7FK	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	1,500.00	0%
	7526	HEAD START DISABILITY	4115	7FK	MISCELLANEOUS OPERATING SUPPLIES	500.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
	7526	HEAD START DISABILITY	4120	7FK	SOFTWARE < \$1000	500.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
	7526	HEAD START DISABILITY	4482	7FN	SELF INS-PROP CASUALTY	2,296.00	.00	.00	.00	.00	.00	.00	.00	.00	2,296.00	0%
OBJECT CATEGORY 2						184,796.00	.00	.00	169.00	.00	8,454.00	1,014.00	149,913.00	9,637.00	25,246.00	5%
*TOTAL UNIT_CD 7526						449,242.00	17,774.57	21,218.26	21,336.79	21,302.32	29,756.32	32,419.21	149,913.00	143,807.47	155,521.53	32%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7406 ,Dept: 062 , HEAD START , Unit: 7523 , USDA ADMIN**  
**FY 2015-2016 MONTHLY MARCH'S EXPENDITURE REPORT**

	UNIT	UNIT NAME	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	7523	USDA ADMIN	1120	7FQ	REGULAR SALARIES and WAGES	118,562.00	2,779.04	5,900.48	7,225.60	8,518.40	8,518.40	12,777.60	.00	45,719.52	72,842.48	39%
	7523	USDA ADMIN	1140	7FQ	OVERTIME	100.00	.00	24.24	.00	.00	.00	24.24	.00	48.48	51.52	48%
	7523	USDA ADMIN	2110	7FQ	FICA TAXES	9,078.00	194.85	432.36	531.89	630.01	630.00	946.89	.00	3,366.00	5,712.00	37%
	7523	USDA ADMIN	2120	7FQ	RETIREMENT CONTRIBUTION	8,615.00	201.76	430.13	524.58	618.44	618.44	929.42	.00	3,322.77	5,292.23	39%
	7523	USDA ADMIN	2130	7FQ	LIFE and HEALTH INSURANCE	28,200.00	694.89	824.90	828.49	872.50	872.50	1,308.75	.00	5,402.03	22,797.97	19%
	7523	USDA ADMIN	2131	7FQ	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	#DIV/0!
	7523	USDA ADMIN	2200	7FQ	PAYMENTS TO OPEB TRUST	1,146.00	.00	.00	.00	.00	.00	.00	.00	.00	1,146.00	0%
OBJECT CATEGORY 1						165,701.00	3,870.54	7,612.11	9,110.56	10,639.35	10,639.34	15,986.90	.00	57,858.80	107,842.20	35%
2	7523	USDA ADMIN	3125	7FP	INDIRECT COSTS	6,543.00	.00	.00	.00	.00	.00	6,543.00	.00	6,543.00	.00	100%
	7523	USDA ADMIN	3410	7FR	LOCAL TRAVEL	2,000.00	.00	.00	64.66	.00	30.71	61.54	.00	156.91	1,843.09	8%
	7523	USDA ADMIN	3530	7FR	TOLL CHARGES	30.00	.00	.00	.00	.00	.00	4.71	.00	4.71	25.29	16%
	7523	USDA ADMIN	3820	7FR	MAINTENANCE OF EQUIPMENT	500.00	.00	.00	.00	.00	.00	.00	.00	.00	500.00	0%
	7523	USDA ADMIN	4110	7FR	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	1,441.00	.00	.00	.00	.00	.00	.00	.00	.00	1,441.00	0%
	7523	USDA ADMIN	4418	7FR	EDUCATIONAL ASSISTANCE PROGRAM	1,100.00	.00	.00	.00	.00	.00	.00	.00	.00	1,100.00	0%
	7523	USDA ADMIN	4482	7FS	SELF INS-PROP CASUALTY	1,685.00	.00	.00	.00	.00	.00	.00	.00	.00	1,685.00	0%
OBJECT CATEGORY 2						13,299.00	.00	.00	64.66	.00	30.71	6,609.25	.00	6,704.62	6,594.38	50%
*TOTAL UNIT_CD 7523						179,000.00	3,870.54	7,612.11	9,175.22	10,639.35	10,670.05	22,596.15	.00	64,563.42	114,436.58	36%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 7406 ,Dept: 062 , HEAD START , Unit: 7524 , USDA SERVICE**  
**FY 2015-2016 MONTHLY MARCH'S EXPENDITURE REPORT**

	UNIT	UNIT NAME	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	7524	USDA SERVICE	1120	7FT	REGULAR SALARIES and WAGES	147,300.00	11,577.18	13,923.89	13,924.64	13,731.01	13,684.67	19,507.93	.00	86,349.32	60,950.68	59%
	7524	USDA SERVICE	1140	7FT	OVERTIME	.00	.00	.00	51.17	.00	.00	17.39	.00	68.56	-68.56	#DIV/0!
	7524	USDA SERVICE	2110	7FT	FICA TAXES	11,268.00	814.48	981.49	985.42	982.13	978.63	1,391.28	.00	6,133.43	5,134.57	54%
	7524	USDA SERVICE	2120	7FT	RETIREMENT CONTRIBUTION	10,694.00	840.49	1,010.86	1,014.62	996.84	993.47	1,417.51	.00	6,273.79	4,420.21	59%
	7524	USDA SERVICE	2130	7FT	LIFE and HEALTH INSURANCE	75,200.00	4,376.38	5,149.14	5,149.14	4,987.32	4,987.32	7,480.98	.00	32,130.28	43,069.72	43%
	7524	USDA SERVICE	2131	7FT	HSA/FSA CONTRIBUTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	#DIV/0!
	7524	USDA SERVICE	2200	7FT	PAYMENTS TO OPEB TRUST	4,586.00	.00	.00	.00	.00	.00	.00	.00	.00	4,586.00	0%
	OBJECT CATEGORY 1					249,048.00	17,608.53	21,065.38	21,124.99	20,697.30	20,644.09	29,815.09	.00	130,955.38	118,092.62	53%
2	7524	USDA SERVICE	3170	7FU	JANITORIAL SVC and SUPPLY	1,000.00	.00	.00	130.80	.00	163.50	.00	.00	294.30	705.70	29%
	7524	USDA SERVICE	4115	7FU	MISCELLANEOUS OPERATING SUPPLIES	10,000.00	.00	.00	1,670.20	.00	2,095.86	3,862.79	.00	7,628.85	2,371.15	76%
	7524	USDA SERVICE	4130	7FU	HOUSEHOLD AND KITCHEN SUPPLIES	9,000.00	.00	.00	.00	.00	183.01	.00	.00	183.01	8,816.99	2%
	7524	USDA SERVICE	4135	7FU	FOOD and DIETARY	1,272,992.00	.00	.00	111,100.00	108,056.16	159,243.42	170,990.84	275,908.23	549,390.42	447,693.35	43%
	7524	USDA SERVICE	4482	7FS	SELF INS-PROP CASUALTY	8,220.00	.00	.00	.00	.00	.00	.00	.00	.00	8,220.00	0%
	OBJECT CATEGORY 2					1,301,212.00	.00	.00	112,901.00	108,056.16	161,685.79	174,853.63	275,908.23	557,496.58	467,807.19	43%
	*TOTAL UNIT_CD 7524					1,550,260.00	17,608.53	21,065.38	134,025.99	128,753.46	182,329.88	204,668.72	275,908.23	688,451.96	585,899.81	44%

**ORANGE COUNTY FAMILY SERVICES DEPARTMENT**  
**Fund: 8299 ,Dept: 062 , HEAD START , Unit: 7537 , VOLUNTARY PRE-KINDERGARTEN**  
**FY 2015-2016 MONTHLY MARCH'S EXPENDITURE REPORT**

	UNIT	UNIT NAME	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	ENCUMBERED AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	1120	6EA	REGULAR SALARIES and WAGES	768,433.00	13,800.32	-10,187.60	1,727.09	107,775.32	63,347.49	65,113.88	.00	241,576.50	526,856.50	31%
	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	2110	6EA	FICA TAXES	59,218.00	993.51	-753.53	112.46	7,811.29	4,578.75	4,706.32	.00	17,448.80	41,769.20	29%
	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	2120	6EA	RETIREMENT CONTRIBUTION	55,722.00	1,001.91	-739.62	125.39	7,925.30	4,635.36	4,763.63	.00	17,711.97	38,010.03	32%
	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	2130	6EA	LIFE and HEALTH INSURANCE	61,745.00	2,856.17	-1,996.74	464.58	25,431.03	15,228.17	15,690.50	.00	57,673.71	4,071.29	93%
	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	2131	6EA	HSA/FSA CONTRIBUTION	2,500.00	.00	.00	.00	.00	.00	.00	.00	.00	2,500.00	0%
OBJECT CATEGORY 1						947,618.00	18,651.91	-13,677.49	2,429.52	148,942.94	87,789.77	90,274.33	.00	334,410.98	613,207.02	35%
2	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	3125	6EB	INDIRECT COSTS	42,498.00	.00	.00	.00	.00	.00	42,498.00	.00	42,498.00	.00	100%
	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	4020	6EC	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	1,500.00	.00	.00	.00	.00	.00	.00	.00	.00	1,500.00	0%
	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	4110	6EC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	25,000.00	.00	.00	.00	.00	.00	.00	.00	.00	25,000.00	0%
	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	4115	6EC	MISCELLANEOUS OPERATING SUPPLIES	31,255.00	.00	.00	.00	.00	.00	.00	.00	.00	31,255.00	0%
	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	4123	6EC	EQUIPMENT LESS THAN \$1000	24,459.00	.00	-4,552.71	.00	.00	6,564.15	.00	.00	2,011.44	22,447.56	8%
	7537	VOLUNTARY PRE-KINDERGARTEN 06/07	4195	6EC	MISC SUPPLIES OR EXPENSES	10,000.00	.00	.00	.00	.00	.00	.00	.00	.00	10,000.00	0%
OBJECT CATEGORY 2						134,712.00	.00	-4,552.71	.00	.00	6,564.15	42,498.00	.00	44,509.44	90,202.56	33%
*TOTAL UNIT_CD 7537						1,082,330.00	18,651.91	-18,230.20	2,429.52	148,942.94	94,353.92	132,772.33	.00	378,920.42	703,409.58	35%

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

Cardholder (Print Name): Angela Fore

Statement for the Month of: February, 2016

Cardholder Signature: Angela M. Fore

Extension: 68901

Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged	/
2/3/16		Disputed Charge for no show at Westin Peachtree Atlanta hotel	Westin Peachtree Atlanta	\$415.04		7006-062-7525-3420	
2/4/16		Registration for 2 staff to attend the CACFP Conference	CACFP	\$798.00		7006-062-7525-4030	
2/10/16		Registration for 13 staff to attend the Early Childhood Conference	Seminole College	\$520.00		7006-062-7525-4030	
2/16/16		Registration for 2 staff to attend the Professional Development for Admin Support Personnel Training	Florida Association for Community Action	\$350.00		7006-062-7525-4030	
2/17/16		Registration for Khadija Pirzadeh to attend Contract Administration course	Management Concepts	\$1,069.00		7006-062-7525-4030	
2/17/16		Airfare to Washington DC for Khadija Pirzadeh	American Airlines	\$490.20		7006-062-7525-3420	
2/19/16		Hotel accommodations for Ray Carmichael in Tampa	Doubletree Tampa	\$266.00		7006-062-7525-4030	
2/19/16		Hotel accommodations for Jamal Bryan in Tampa	Doubletree Tampa	\$266.00		7006-062-7525-4030	
2/19/16		Hotel accommodations for Shauna Kirby in Tampa	Doubletree Tampa	\$266.00		7006-062-7525-4030	
2/3/16		Credit for Disputed Charge for no show at Westin Peachtree Atlanta hotel	Westin Peachtree Atlanta	(415.04)		7006-062-7525-3420	



**FAMILY SERVICES DEPARTMENT  
PURCHASE REPORT LOG**

\*Cardholder (Print Name): DAISY FLORES

\*Cardholder Signature: *Daisy Flores*

\*Statement for the Month: FEBRUARY 2016

\*Division: HEAD START

\* Ph. Ext. 67407

Date of Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
1/29/2016	341750	REPLACE EMERGENCY FOOD.	QUANTUM DISTRIBUTORS, INC.	\$1,482.34	7406-062-7524-4135
1/27/2016	11026	REPAIR REFRIGERATOR AT TAFT	ALL TEMP	221.00	7006-062-7522-3820
2/2/2016	602021513	SPECIAL MILKS FOR CHILDREN	SYSCO	987.50	7406-062-7524-4135
2/4/2016	003016	PAYMENT FOR CCFP CONFERENCE	NATIONAL CACFP ASSOCIATION APRIL 21-APRIL 23, 2016	399.00	7006-062-7525-4030
2/4/2016	603500697389	SPECIAL DIETS FOR CHILDREN AT SOUTHWOOD, EAST ORANGE, MAXEY, TANGELO PARK,	WALMART	1.98 70.37 72.35	7406-062-7524-4130 7406-062-7524-4135
2/10/2016	700425100002 04584567	CERTIFICATE LETTER SENT TO HEAD START PARENT WITH DDOCUMENTS RELATED TO HIPPA.	POST OFFICE	8.99	7006-062-7521--3510
2/11/2016	00	ORANGE COUNTY HEAD START FATHER/DAUGHTER DANCE, "PARENT CHILD RELATIONSHIP"	WALMART	186.05	7006-062-7522-4116
2/12/2016	261085	JOHN BRIDGES AND HAL MARSTON FOR PLAYGROUND.	TRACTOR SUPPLY CO.	399.89	7006-062-7522-3810
2/12/2016	063293	SPECIAL DIETS FOR CHILD AT EAST ORANGE.	PUBLIX	12.48	7406-062-7524-4135

Complete all required entries identified by an \*

**HEALTH & FAMILY SERVICES DEPARTMENT  
WEEKLY PURCHASING CARD  
PURCHASE REPORT LOG**

\*Cardholder (Print Name): DAISY FLORES

\*Cardholder Signature: \_\_\_\_\_

*Daisy Flores*

\*Statement for the Month:

*February 2016*

\*Division: HEAD START

\* Ph. Ext. 67407

Date of Purchase	Receipt & Invoice #	Description of Purchase	Vendor's Name	Dollar Amount of Purchase	Accounting Line/s
2/19/2016	25170	FIXED ROUTE ALL DAY PASS FOR PARENTS TO TAKE CHILDREN TO THE DENTIST.	LYNX TRANSPORTATION	\$ 9.00	7006-062-7522-3197
2/22/2016	5629	CHILD NEEDS MEDICATION AT SCHOOL.	WALGREENS	84.33	7006-062-7522-4139
2/22/2016	058930	SPECIAL DIETS FOR CHILDREN.	PUBLIX	27.30	7406-062-7524-4135
2/22/2016	113628	SPECIAL DIETS FOR CHILDREN.	PUBLIX	39.92	7406-062-7524-4135
2/23/2016	53095991	EDUCATIONAL MATERIAL RELATED TO ASTHMA.	CHANNING BETE	390.00 290.00 100.00	7006-062-7525-4020 0001-062-7529-4020
2/24/2016	11320	REPAIR REFRIGERATOR AT TAFT.	ALL TEMP AIR CONDITIONING AND REFRIGERATION LLC.	426.79	7006-062-7522-3820
2/24/2016	11256	REPAIR REFRIGERATOR AT TAFT.	ALL TEMP AIR CONDITIONING AND REFRIGERATION LLC	147.00	7006-062-7522-3820
2/24/2016	696	FIXED ROUTE ALL DAY PASS FOR PARENTS TO TAKE CHILDREN TO THE DENTIST.	LYNX TRANSPORTATION	9.00	7006-062-7522-3197
2/29/2016	189	CERTIFIED LETTER	POST OFFICE	7.67	7006-062-7521--3510

Complete all required entries identified by an \*

# MONTHLY PURCHASING CARD PURCHASE REPORT

Cardholder (Print Name): June Johnson

Statement for Month of: February-16

Cardholder Signature: June Johnson

Division Head Start Extension: 69524

3/7/16  
JCS

#	Date	Receipt or Invoice #	Description of Purchase	Vendors Name	\$\$\$ Amount of Purchase	Dispute (d)/ Credit (c)	Accounting Lines	Remarks
1	2/3/2016	822261578-001	Stamps Steno Pads	Office Depot	59.37		7006 062 7521 4110	PFCE
					15.12		7006 062 7522 4110	
					74.49			
2	2/3/2016	822274288-001	Pencils/Form Holder	Office Depot	14.96		7006 062 7522 4110	CSW/PFCE
3	2/3/2016	822260440-001	Various Office Supplies Carts Various supplies Admin	Office Depot	307.81		7006 062 7522 4110	PFCE
					189.21		7006 062 7522 41 23	
					186.71		7006 062 7521 4110	
					683.73			
4	2/3/2016	822543166-001	Lightbulb	Office Depot	5.19		7006 062 7522 4115	Warehouse desklamp
5	2/3/2016	822543168-001	Wall Clock	Office Depot	21.29		7006 062 7521 41 23	Workstation
6	2/4/2016	822542675-001	Envelopes	Office Depot	82.97		7006 062 7521 4110	Policy Council
7	2/4/2016	822543168-001	Planner	Office Depot	4.00		7006 062 7521 4110	Admn Assistant
8	2/8/2016	8741969	Cooler Rental Water	Ready Refresh	14.97		7006 062 7522 3610	Tangelo Park
					10.74		7006 062 7522 3710	
					25.71			
9	2/8/2016	8741944	Water Cooler Rental Cups	Ready Refresh	21.48		7006 062 7522 3710	Denton Johnson H S
					9.98		7006 062 7522 3610	
					3.79		7006 062 7522 4115	
					35.25			
10	2/8/2016	7234115	Cooler Rental	Ready Refresh	34.93		7006 062 7522 3610	W S @ Hope
11	2/8/2016	7234057	Cooler Rental	Ready Refresh	14.97		7006 062 7522 3610	Maxey
12	2/8/2016	7234172	Cooler Rental Water	Ready Refresh	20.97		7006 062 7522 3610	SOYMCA
					6.16		7006 062 7522 3710	
					27.13			
Total this page					\$1,024.62			

## MONTHLY PURCHASING CARD PURCHASE REPORT

Cardholder (Print Name): June Johnson

Statement for Month of:

February-16

Cardholder Signature: June Johnson

Division

### Head Start

Extension: 69524

#	Date	Receipt or Invoice #	Description of Purchase	Vendors Name	\$\$\$ Amount of Purchase	Dispute (d)/ Credit (c)	Accounting Lines	Remarks
13	2/3/2016	822261579-001	USB 2pk	Office Depot	12.99		7006 062 7521 4110	Sr. CSW
14	2/5/2016	W547043809	XL-Stream Hose Nozzle	Home Depot	19.47		7006 062 7522 4115	Warehouse
15	2/12/2016	823999349-001	Toner/drum for fax machine	Office Depot	266.16		7006 062 7521 4110	Admin Office
16	2/16/2016	824625409-001	Electric Pencil Sharpner	Office Depot	16.19		7006 062 7521 4110	Admin Office
17	2/16/2016	824625408-001	Magenta/Cyan Printheads	Office Depot	101.99		7006 062 7521 4110	Admin Office
18	2/16/2016	824624737-001	Various office supplies	Office Depot	375.96		7006 062 7521 4110	Admin Office
19	2/23/2016	825887422-001	Toner for Orlando Tech	Office Depot	144.00		7006 062 7522 4110	Orlando Tech
20	2/23/2016	825890023-001	Toner/Wall File holder	Office Depot	103.39		7006 062 7522 4110	Denton Johnson
21	2/26/2016	16015647-001	DCF Fire Inspection	O CFRD	438.76		7006 062 7522 3167	John Bridges
22	2/26/2016	16018562-001	DCF Fire Inspection	O CFRD	195.00		7006 062 7522 3167	Southwood
23	2/10/2016	10185322	Multi-fold paper towels	Dade Paper	687.50		7006 062 7522 4115	Program
24	2/11/2016	10185320	30 cases hand soap	Dade Paper	379.50		7006 062 7522 4115	Program
25	2/25/2016	826577870-001	Copy Paper	Office Depot	1,477.52		7006 062 7522 4110	Program
				Total page 1	1,024.62			
				Total page 2	4,218.43			
				Grand Total	\$5,243.05			

# **ORANGE COUNTY HEAD START DIVISION** **Monthly Purchasing Card Purchase Report**

Cardholder (Print Name): Limarys Rivera

Cardholder Signature: *Limarys Rivera* 3/21/16

Statement for the Month of: February 2016

Extension: 66596

Date	Receipt/ Invoice #	Purchase Description/ Justification	Vendor Name	Dollar Amount of Purchase	Dispute/ Credit	Accounting Line(s) To Be Charged	/
2/3/16		Playground parts	Swingsetmall.com	\$59.46		7006-062-7522-3810	
2/4/16		SINGLE SCREW SLIDING OUTLETS COVERS	KIDSTUUF.COM	\$102.61		7006-062-7522-4115	
2/9/16		DOUBLE SCREW SLIDING OUTLETS COVERS	KIDSTUUF.COM	\$102.61		7006-062-7522-4115	
2/11/16		Daughter Father Dance materials	Party City	\$144.95		7006-062-7522-4115	
2/16/16		Maintenance supplies	Home Depot	\$71.09		7006-062-7522-3810	
2/18/16		Children's snacks	Publix	\$29.93		7006-062-7525-4116	

## *Monthly Report to Head Start Policy Council*

<b>Nutrition:</b>		<b>MARCH 2016</b>
Number of breakfasts served		23,704
Number of lunches served		240035
Number of snacks served		18216
Number of meals reimbursed by USDA		63,178
Number of meals disallowed for reimbursement		69
Number of children evaluated for nutritional concerns		97
Number of children receiving nutritional education and further care		16
Number of monitoring visits to ensure compliance with USDA Regulations		17
Number of monitoring visits requiring a corrective action plan		1
Number of nutritional activities conducted	<b>(ALL CLASSROOMS)</b>	85
Types of nutritional activities conducted	"Trail Mix"	



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

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

- The Medical/Dental services staff performed twenty six (26) new health status evaluations.
- Two hundred fifty-five (255) additional health update evaluations were completed.
- Two hundred twelve (212) additional immunization evaluations were completed.
- Thirty nine (39) additional blood lead tests were reviewed.
- One hundred eleven (111) dental examinations were reviewed. Of these, 66 children were diagnosed as needing treatment.
- Dental treatment verification was received for 26 children.
- Parent training was provided at eight centers. Training topics included *Health & Safety; Oral Health Updates*.
- Forty-four (44) parent contacts were initiated regarding health concerns and health screening needs.
- Four (4) Physician Medication Order Forms were reviewed with staff.
- Seventeen blood pressure screenings were completed
- Thirteen vision screenings were completed.
- Health technical assistance was given to staff on 3 occasions.
- Four health provider contacts were initiated.
- Health supplies were distributed to centers on 14 occasions.



## DISABILITIES/MENTAL HEALTH REPORT

MARCH 2016

Six (6) children diagnosed with a disability by OCPs for the month of March 2016. A total of one hundred eighty-one (181) children have been diagnosed with a disability by LEA, for an eleven percent (11%) mandated compliance since school started last August 2015.

A total of one hundred seventy-three (173) children have been diagnosed with a disability by contracted providers since school started last August 2015.

Ten (10) children were referred in the month of March 2016 for mental health services. A total of one hundred fifty-five (155) children have been referred since school started last August 2015.

Thirty-five (35) children started receiving mental health services for behavior issues for the month of March 2016. A total of one hundred thirty-eight (138) children are receiving mental health services for behavior issues since school started last August 2015.

Thirty-four (34) visits to centers were completed for the month of March 2016. A total of three hundred sixteen (316) visits to centers to: provide technical assistance to staff, conduct observations, conduct health screenings, and complete monitoring visits since school started last August 2015.

Thirty-three (33) hearing screenings completed for the month of March 2016. A total of one thousand six hundred and seventy-two (1,672) hearing screenings completed since school started last August 2015.

Twenty-one (21) monitoring visits to classrooms were completed for the month of March 2016. A total of one hundred ten (110) monitoring visits were completed between October 2015 until March 2016.

## Orange County Head Start

### Parent Family and Community Engagement 2015-2016

#### *Monthly Report: March 2016*

- One thousand five hundred forty nine (1,549) children were enrolled in the Head Start Program for the month of March 2016.
- Five hundred Sixty (560) children are on the Waiting List 2015-2016.
- Nine (9) Attendance home visits.
- Eighty four (84) families received Crisis/Emergency Assistance.
- Thirty seven (37) parents received Educational Services.
- Six hundred thirty (630) Health Services Follow ups were done by Community Service Worker.
- Twenty three (23) families were referred for family services.
- One thousand fifty nine (1,059) were provided families services
- Twenty one (21) Parent Meetings were held this month. Four hundred seven (407) parents attended parents meetings. Forty one (41) males attended.
- Seven (7) Activities were held this month. One hundred five (105) fathers attended fatherhood initiatives.
- Twenty six (26) Parents Trainings were held this month. Three hundred fifty six (356) parents attended Parents Trainings.

#### **Trainings:**

- School Readiness and Transition
- Helping Children in School
- Women Health
- Health and Safety
- Oral Health
- Nutrition
- Dental Orientation
- Computer Literacy

# ORANGE COUNTY HEAD START 2015-2016

## FAMILY AND COMMUNITY ENGAGEMENT

ERSEA REPORT

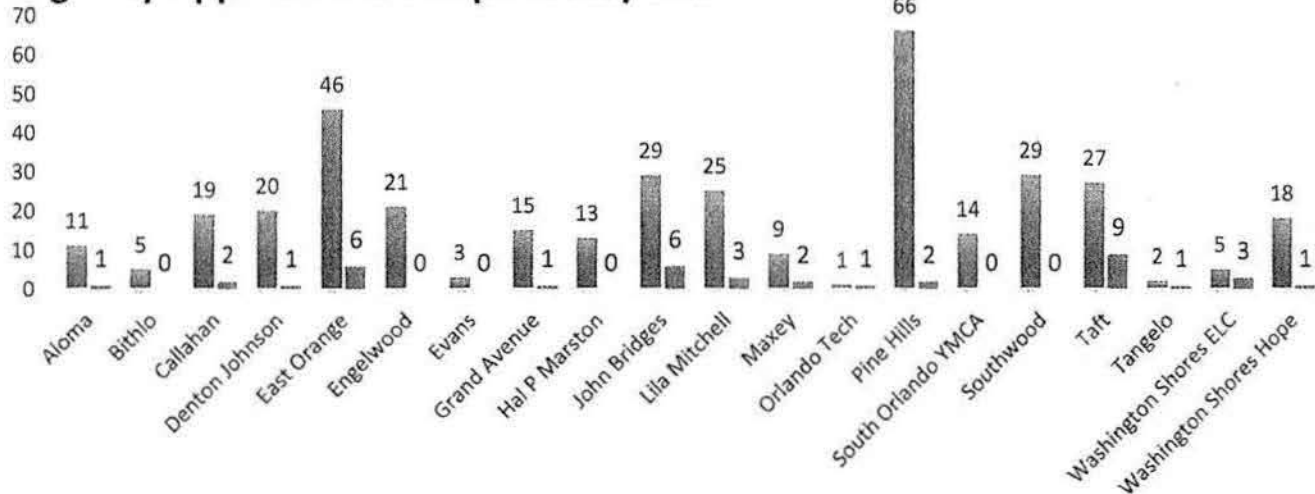
MONTH: March

YEAR: 2016

### ELIGIBILITY 2015-2016

Total: 417 applications (New/ March 2015)

#### Eligibility Applications completed by site

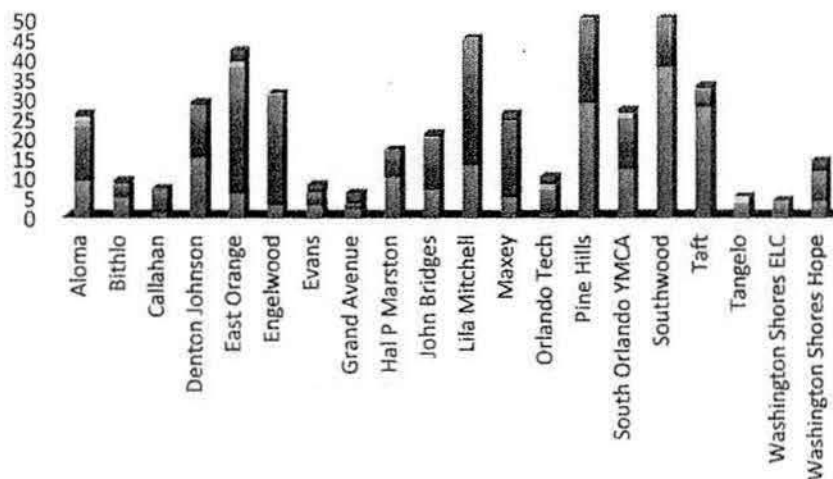


2016-2017(378 applications) 2015-2016 (39 applications)

### WAITING LIST 2015-2016

Total: 570 Children (Waiting List 2015-2016 – March 31, 2016)

#### Waiting List By Site



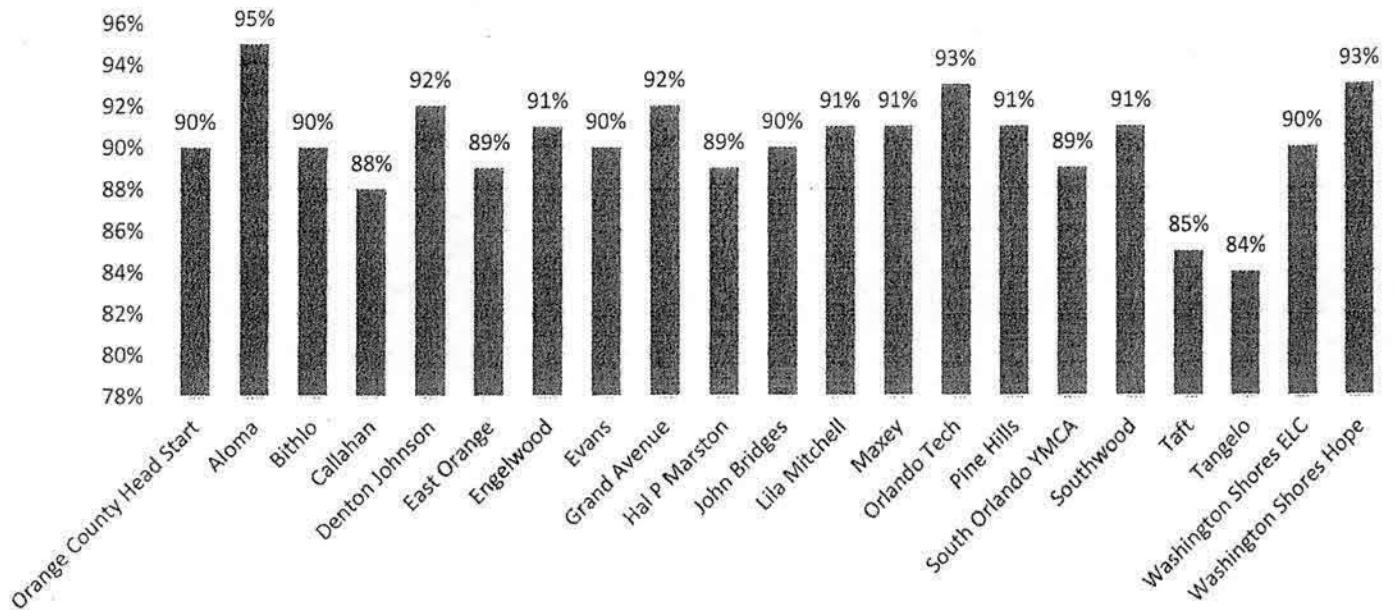
Eligible Over Income Homeless Foster Public Assistance

Income Status	# Children
Public Assistance	27
Foster	0
Homeless	2
Over Income	314
Eligible	227

## ATTENDANCE

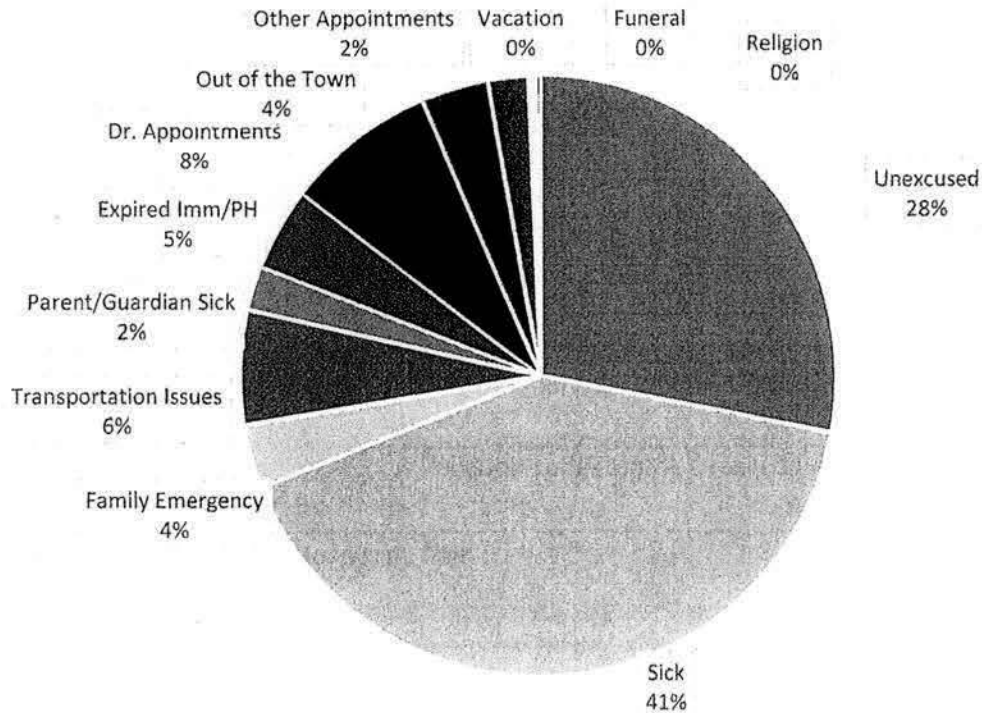
(March 31<sup>st</sup>, 2015) – 90% (17 Operating Days)

### Average Daily Attendance

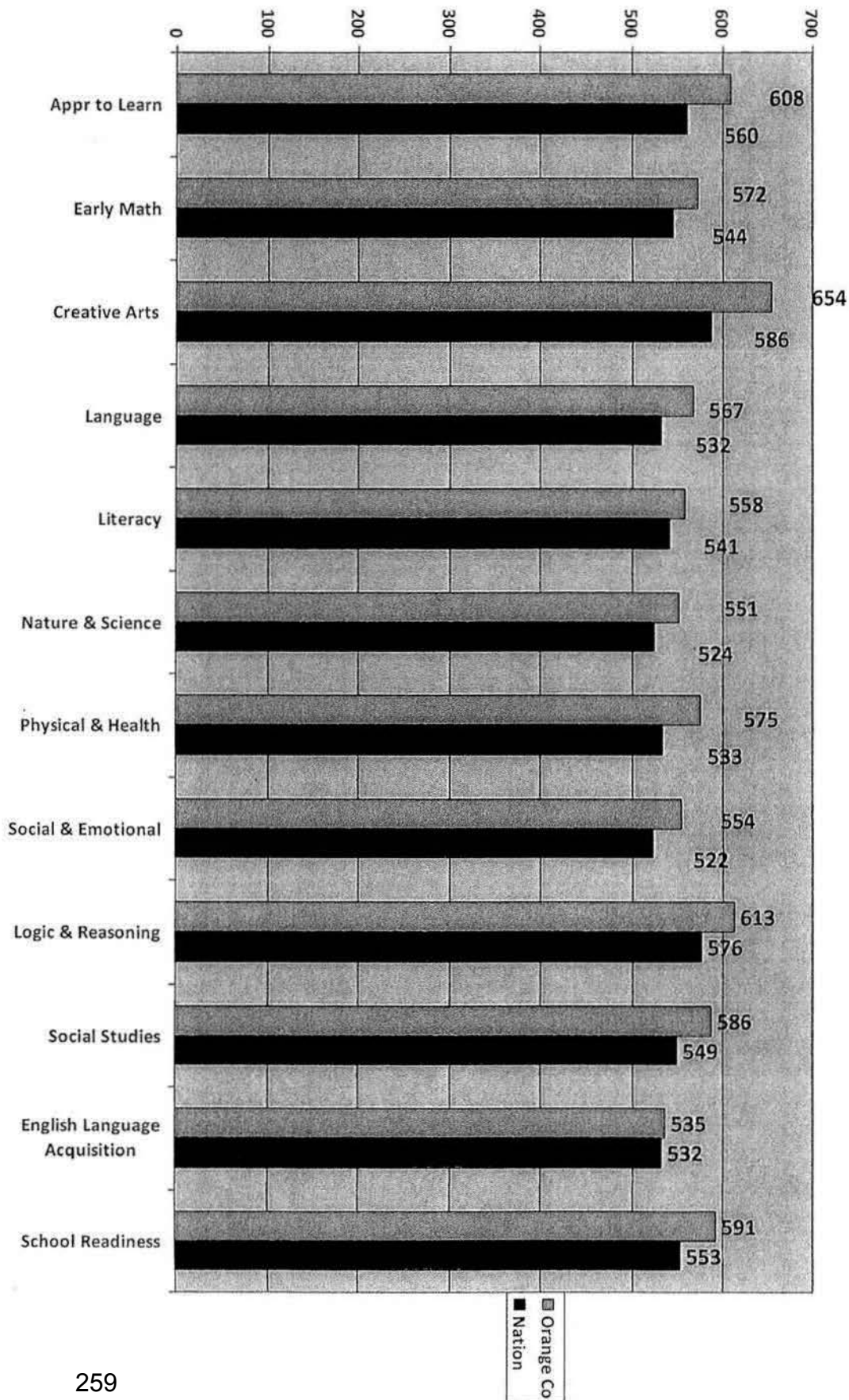


## ATTENDANCE REASONS

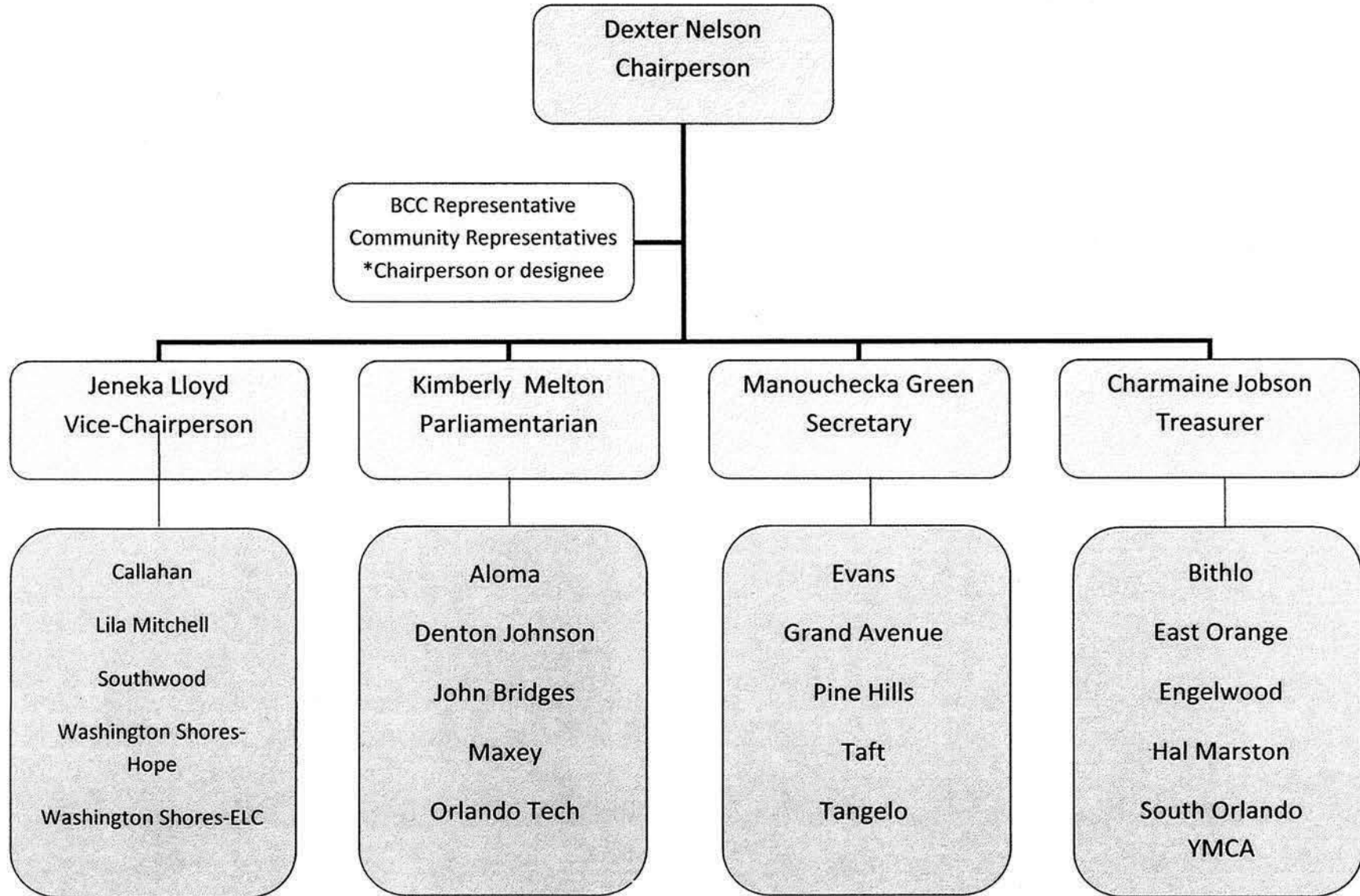
(March 31<sup>st</sup>, 2015)- Total of absences: 2461



Orange County  
Head Start  
Education Service Area  
Child Outcomes  
7/27/2015-3/31/2016  
4 year olds



Orange County Head Start  
Policy Council – Phone Tree





# FREE HIV TESTING

Finger stick RAPID HIV testing.

Get your results in 15 minutes. Bring your ID with you!



741 W. Colonial Dr. Orlando, FL 32804 (407) 843-1760

Free HIV Testing - Monday to Friday (9:00AM to 4:30PM)

STD screening: Fridays 1PM - 4PM

**GET EDUCATED! GET INVOLVED! GET YOUR FREE HIV TEST!**



CHECK OUT OUR WEBSITE!

[www.miracleofloveinc.org](http://www.miracleofloveinc.org)



**Orange County Head Start Presents:  
1<sup>st</sup> Annual Women's Forum  
Pampered and Empowered  
How to Love and Take Care of You**



**May 6, 2016**  
**Pine Hills Community Center**  
**6408 Jennings Rd. (Building B) Orlando FL 32818**  
**6:00pm-8:00pm**

Name:	
Address:	Phone:
Site:	Child Care: Yes ___ No ___
Number of children and ages:	

**Please register by April 15, 2016**



**Orange County Head Start Presents:**  
**1<sup>er</sup> Foro Anual para Mujeres**  
**Consentida y Fortalecida**  
**Cómo Amar y Cuidar de Usted**



**Mayo 6, 2016**

**Pine Hills Community Center**

**6408 Jennings Rd. (Building B) Orlando FL 32818**

**6:00pm-8:00pm**

Nombre:	
Dirección:	Teléfono:
Centro:	Cuido de Niños: Sí ____ No ____
Número de Niños y edades:	

**Favor de Registrarse antes de Abril 15, 2016**



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



1768 East Michigan Street  
Orlando, FL 32806  
March 17, 2016

**Call to Order by:** Dexter Nelson, Chairperson 6:43 p.m.

**Roll Call by:** Charmaine Jobson – Treasurer

Chairperson Nelson stated a quorum was established.

<u><b>Name</b></u>	<u><b>Center</b></u>	<u><b>Classification</b></u>
Kayla Brady	Callahan	Representative
Kimberly Melton	Denton Johnson	Parliamentarian
Charmaine Jobson	East Orange	Representative
Alexis Allen	Grand Avenue	Alternate
Janie Quiros	John Bridges	Alternate
Manouchecka Green	Pine Hills	Representative
Shannese Anderon	Pine Hills	Alternate
Kumarie Deossarran	South Orlando YMCA	Representative
Luz Martinez	Taft	Representative
Rachelle LaCarte	Washington Shores/Hope	Representative
Dexter Nelson	Community Rep	Past Parent/Chairman
Jeneka Lloyd	Community Rep	Past Parent/Vice Chair

<u><b>Guests</b></u>		
Deja Barnes	Main Office	QA Coordinator
Sherry Paramore	Main Office	Division Manager
Jamal Bryan	Main Office	Human Resources

<u><b>Excused</b></u>		
Crystal Ortiz	Engelwood	Representative
Aidaliz Picard	Engelwood	Alternate
Victoria Siplin	BCC	Commissioner
Gail Pressley	Career Source	Community Rep

<u><b>Absent</b></u>		
Leiza Ramos	Aloma	Representative
Kassandra Vega	Bithlo	Representative
Wilhere Philistin	Evans	Representative
Geisha Alvarez	Grand Avenue	Representative
Jacqueline Eugene	Hal P. Marston	Representative
Shamika Sears	John Bridges	Representative
Deborah Knighton	Lila Mitchell	Representative

Regina Brown	Maxey	Representative
China Lowe	Orlando Tech	Representative
Abigail Soriano	Southwood	Representative
Sominins Colas	Tangelo	Representative
Catherine Monaros	Aloma	Alternate
Chelsea Rivet	Bithlo	Alternate
Akia Williamson	Callahan	Alternate
Crystal Jewel	Denton Johnson	Alternate
Grisel Mercedes	East Orange	Alternate
Aidaliz Pickard	Engelwood	Alternate
Daisy Mercado	Evans	Alternate
Candace Darcuiel	Hal P. Marston	Alternate
Elizabeth Algarin	Lila Mitchell	Alternate
Ivette Ortiz Rosa	Maxey	Alternate
Quagee Gaines	Orlando Tech	Alternate
Kiarra Pugh	So Orlando YMCA	Alternate
Jackie Dorvil	Southwood	Alternate
Jeanette Diaz	Taft	Alternate
April Forney	Tangelo	Alternate
Johnnie Williams	WS/EL	Alternate
Algie Alexander	WS/ @ the Hope	Alternate
Katie Lynn Schwartz	OCPS	Community Rep
Ely Ann Ortiz	Past Parent	Community Rep
Percy Snyder	4C	Community Rep

**Staff**

Helen Hill	Main Office	Sr. Program Manager
Sonya Hill	Main Office	Manager
Pedro Berrios	Warehouse	Warehouse Specialist
Colette Johnson- Thomas	Main Office	Sr. CSW
Sandra Moore	Main Office	Administrative Assistant
Avis McWhite	Main Office	Sr. Program Manager
Parie Register	Main Office	LPN
Tara Ewing	WS@ the Hope	Center Supervisor
Wendy Herrera	Pine Hills	Sr. CSW
Daisy Flores	Main Office	Sr. Nutrition Coordinator
Dwayne Horne	Pine Hills	CSW
Antonio Wright	Pine Hills	CSW
Ray Carmichael	Main Office	Program Manager
Mercedes Grullon	John Bridges	Center Supervisor
Kathy Millsap	Maxey	CSW
Jamal Bryan	Main Office	Casual HR Tech
Limarys Rivera	Main Office	Education Coordinator
Xeix Colon	Main Office	Sr. CSW
Teresa Williams	Main Office	Field Ops Supervisor

**Child Care Staff**

Polly Boulter  
Felecia Williams

WS @ the Hope  
WS @ the Hope

Teacher Assistant  
Teacher Assistant

**Chairperson Nelson requested a motion to adopt the agenda**

Motion: Rachelle LaCarte, Washington Shores @ the Hope, Representative  
Seconded: Charmaine Jobson, East Orange, Treasurer  
Status: The motion was carried with no objections

**Secretary Report and review of minutes**

There were no changes to the minutes from February 2016

**Chairperson Nelson requested a motion to approve the minutes from February 2016**

Motion: Kumari Deosarran, So Orlando, YMCA, Rep  
Seconded: Jeneka Lloyd, Vice-Chair  
Status: The motion was carried with no objections

**Speakers**

**Deja Barnes, Quality Assurance Coordinator from Citizens' Commission for Children**

Ms. Barnes distributed a flyer "Investing in Children & Families Today... Building a Brighter Tomorrow". She gave an overview of the program highlighting the three main areas;

1. Neighborhood Centers for Families – One-stop centers providing residents with a multitude of valuable services.
2. Citizens Review Panel – Coordinates the allocation and distribution of funding to nonprofit organizations that provide services and programs to Orange County citizens
3. After School Zone – Offers innovative programs to middle school students in 28 Orange County middle schools blending educational and recreational activities for youth. The flyer included the names and numbers of all 28 centers the parents can share with their centers.

**Sherry Paramore, Division Manager, Community Action**

Ms. Paramore gave an overview of the;

- Family Self-Sufficiency Program that assists with parents returning to school, career counseling and job training.
- LIHEAP – Assists with utility bills and deposits 2X per year.
- New to Orange County – Weatherization Assistance Program - Funds up to 7500.00 per household to replace windows, weather stripping and A/C units to help reduce energy bills.

All programs have income guidelines and can be accessed thru 7 community centers and at the Main Office. We are partners to help our parents and families become self-sufficient.



### **Human Resources Report by Jamal Bryan**

- Mr. Bryan gave an overview of the hiring process.
- All applicants must have a level II background screening to ensure there are no charges or drug use within a one year period.
- Finger prints go through DCF to check for infractions that would prevent them from working in child care.
- The Recruitment Strategy Guide was included in the packet detailing the steps from job posting, application screening, interviews, and salary determinations.
- Ms. Sonya Hill reiterated that the hiring process includes the Policy Council's approval/vote. The Policy Council is involved in the application selection process and has also sat in on interviews. The applicants have been thoroughly screened and meet or exceed the minimum qualifications.
- Ms. Sonya Hill answered questions about on-going training for teachers. Each teacher has a professional development plan to track and advance their knowledge. There is also on-line training and workshops throughout the school year.
- Every new hire signs an affidavit of good moral character stating they are not guilty of the infractions listed on the form.

### **HR Action Items**

Avis McWhite, Sr. Program Manager is seeking approval to hire a qualified applicant for the position of Center Supervisor.

Daisy Flores, Sr. Nutrition Coordinator is seeking approval to hire a qualified applicant for the position of Licensed Practical Nurse.

**Chairperson Nelson requested a motion to approve the HR report and hire the staff reported by Avis McWhite and Daisy Flores**

Motion: Rachelle LaCarte, Washington Shores/Hope, Representative

Seconded: Jeneka Lloyd, Vice Chairperson

Status: The motion was carried with no objections

**Budget Report** delivered by Charmaine Jobson, Treasurer

We are at 36% of our YTD Budget due to the position vacancies.

Ray Carmichael attended the Single Audit Webinar. He also attended Fiscal training in Tampa.

- There was discussion on eliminating slots to use funds to maintain staff and include Early Head Start.
- Accountability is very important.
- The importance of the Community Assessment was stressed.

- Opening centers must be supported by the budget and the Community Assessment that showed where the real need is.
- There are In-Kind restrictions to claim only what we can use in cases where there is a very large donation.

#### **Head Start Division Manager Report:**

Some highlights were:

- The application submitted to the Health Care Institute was not accepted. We may apply at another time and we will.
- OCHS has been selected to present at the upcoming NHSA Conference in Daytona Beach.
- We have sent a letter of intent to participate in the grant process for the National Center for Families Learning (NCFL). The grant is for \$160k over three years to enhance family engagement by incorporating the NCFL's program

#### **Status of Board of County Commissioners Vote reported by Helen Hill. The following were approved:**

Head Start Policy Council Program Information and Updates January 2016

Head Start Policy Council Meeting Minutes December 17, 2015

#### **Old Business:**

- The Parent Training Institute was a big success. Helen Hill gave kudos to all who participated; parents and staff. We will be doing it again next year.

#### **New Business:**

- The Mother's Event update by Jeneka Lloyd. Flyers will be available at the centers. Registration is necessary. Child care will be available. The theme is Pampered and Empowered, Learning to Love Yourself. Speakers topics will include; Nutrition, health and beauty, banking/financial literacy. Vendors will be on site and food will be provided. The location is Pine Hills Community Center on May 6, 2016, from 6PM to 8PM. Each PC member should endeavor to recruit at least 5 women from their centers.

#### **Additional Information:**

- ADA Trophy – There is a 3-way tie between Evans, Orlando Tech, WS @ the Hope.
- Mr. Nelson pointed out that we are in the process of open enrollment so take every opportunity to spread the word about Head Start.
- Dover Shores Elementary principal is excited about getting classrooms at his school.

- Sonya Hill emphasized the importance of speaking up loud and clear for the recorder to pick up all comments. Also, consult your Policy Council binders for the correct wording to make and second motions.
- Manoucheka Green, Secretary, asked why is overtime calculated into the income on the application when that amount is not guaranteed. Sonya Hill answered that National Legislators set the income guidelines not Head Start. Hence, the importance of knowing your legislators and being an educated voter for what benefits your situation.
- Manoucheka Green, Secretary, asked about the transition ceremony at her center. It is a small site and it may be very crowded. She asked if the location can be changed for the ceremony. Reasons why we cannot is mainly transportation issues.

**Public Comment**

None

**Chairperson Nelson requested a motion to adjourn the meeting**

Motion: Kayla Brady, Callahan, Representative

Seconded: Janie Quiros, John Bridges, Alternate

Meeting Adjourned at 8:04 p.m.

  
Signature

  
Date

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




Interoffice Memorandum

I. CONSENT AGENDA  
OFFICE OF REGIONAL MOBILITY  
1

AGENDA ITEM

May 11, 2016

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

FROM:  James E. Harrison, Esq., P.E.  
Assistant County Administrator  
Office of Regional Mobility

CONTACT: **Renzo A. Nastasi, AICP, Manager**  
**Transportation Planning Division**

PHONE: **(407) 836-8072**

SUBJECT: May 24, 2016 – Consent Agenda  
Orange County and Central Florida Regional  
Transportation Authority (d/b/a LYNX) Relating to a  
Transit Corridor Study of State Road 436 (Semoran  
Boulevard)

Pursuant to the agreement, LYNX intends to conduct a transit performance and transit improvement study along the State Road 436 corridor (extending from the State Road 434 in Seminole County to the Orlando International Airport South Terminal). The scope of the study is to assess the potential mobility improvements and access to transit. In addition, the study will address context sensitive land uses, infrastructure, improvements to connectivity, pedestrian and bicycle safety, and other transit related enhancements.

The agreement stipulates that Orange County will participate in the funding of the proposed study in FY 16/17. The total cost of the study is estimated to be \$1,270,000 with Orange County's share being \$190,000. The remainder of the funding will be derived from other project partners including the City of Orlando (\$450,000), Seminole County (\$455,000) and FDOT (\$175,000) through separate agreements.

The County Attorney's Office, the Risk Management Division, and the Transportation Planning Division have reviewed the Interlocal Agreement and find it acceptable.

**Action Requested:** 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.

JEH/RAN/lab

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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)

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Orange County Board of County Commissioners

Regular Meeting of \_\_\_\_\_, \_\_\_\_\_, 2016

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of \_\_\_\_\_, \_\_\_\_\_, 2016

**THIS INTERLOCAL AGREEMENT ("Agreement")**, made in the County of Orange, State of Florida, is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida, and having its principal place of business at 201 S. Rosalind Avenue, Orlando, Florida 32801 (the "**County**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part III, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the "**Authority**").

**WITNESSETH**

**WHEREAS**, provided by Part I, of Chapter 125, of Title XI, in section 125.01(1)(m), of the Florida Statutes, the legislative and governing body of a county shall have the power to carry on county government, to include the provision and regulation of arterial and other roads and related facilities, and to develop and enforce plans for the control of traffic and parking; and

**WHEREAS**, the Authority was created and established by Part III, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange, and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of said purpose; and

**WHEREAS**, this Agreement is made and entered into by the County and the Authority pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

**WHEREAS**, the Orange County 2030 Long Range Transportation Plan identifies portions of SR 436 for various transit enhancements and studies; and

**WHEREAS**, on August 19, 2014, Orange County staff presented a Multimodal Corridor Plan to the Board of County Commissioners, to make key State/County corridors more multimodal and enhance livability through high quality transit areas, in addition to focusing on the economy and safety of SR 436 within the Study area; and

**WHEREAS**, the parties desire that the Authority contract for the performance of a State Road 436 (SR 436) corridor study (the "**Study**"), the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs along the SR 436 corridor in order to improve corridor mobility through a higher level of public transportation service; and

**WHEREAS**, the Study is the first step of the United States Department of Transportation Federal Transit Administration ("**FTA**") New Starts and Small Starts planning and project development processes; and

**WHEREAS**, FTA's New Starts and Small Starts programs are the federal government's primary financial resource for supporting locally-planned, implemented, and operated transit "guideway" capital investments; and

{38160183;4}



**WHEREAS**, a corridor study is the local forum for evaluating the costs, benefits, and impacts of a range of transportation alternatives designed to address mobility problems and other locally-identified objectives in a defined transportation corridor, and for determining which particular investment strategy should be advanced for more focused study and development, and for helping to determine which projects may result in the local selection of a project eligible for FTA New Starts or Small Starts funding; and

**WHEREAS**, a corridor study further serves as the process for development of the technical information necessary to support a candidate's process into the New Starts' and Small Starts' project development; and

**WHEREAS**, the County has allocated funding for the Study and will provide a local share estimated to be in the amount of \$190,000 (the "Local Share"); and

**WHEREAS**, the parties desire that the Authority contract with a Qualified Private Supplier (as hereinafter defined) or Qualified Private Suppliers to perform all of the services necessary to complete the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project; and

**WHEREAS**, the Board of County Commissioners of Orange County, Florida, hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of Orange County.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the County and the Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

2. **Definitions.** For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning contained hereinafter, except where the context clearly requires otherwise.

"Additional Funding Partners" has the meaning set forth in Section 5.

"Additional Interlocal Agreements" has the meaning set forth in Section 5.

"Agreement" has the meaning set forth in the Caption.

"Authority" has the meaning set forth in the Caption.

"Breaching Party" has the meaning set forth in Section 27.1.

"County" has the meaning set forth in the Caption.

"Contract" means a contract that the Authority enters into with a Qualified Private Supplier for goods and/or services related to the Study or, to the extent applicable, future phases of

{38160183;4}

the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

**"Damages"** has the meaning set forth in Section 8.

**"FTA"** means the U.S. Department of Transportation Federal Transit Administration.

**"Indemnitee(s)"** has the meaning set forth in Section 8.

**"Local Share"** has the meaning set forth in the Recitals.

**"Master Agreement"** means the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, dated October 1, 2014, as the same may be amended, restated or superseded from time-to-time (the terms of which are incorporated into FTA grant agreements).

**"New Starts Project"** means a transit fixed "guideway" project for which FTA agrees to provide New Starts Funding and which results from the Study.

**"OIA"** means Orlando International Airport, having an address of One Jeff Fuqua Boulevard, Orlando, Florida 32827.

**"Project Budget"** has the meaning set forth in Section 5.

**"Qualified Private Supplier(s)"** means any person or firm (or persons or firms) retained by the Authority to provide goods and services related to the Study or, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

**"Small Starts Project"** means a transit fixed guideway system or corridor-based BRT system project for which FTA agrees to provide Small Starts Funding and which results from the Study.

**"Solicitation Document"** means a request for proposal or other document that the Authority uses to solicit a Qualified Private Supplier to enter into a Contract with the Authority.

**"Study"** has the meaning set forth in the Recitals.

3. **Scope of the Study.** The focus of the Study will be the segment of the SR 436 corridor between SR 434 and the OIA South Terminal due to the significant role this portion plays in the region's economy and image. The points of focus for the Study are:

- (1). Improve mobility and access to transit.
- (2). Enhance the image of the corridor and improve visitors' first impressions through context sensitive land use, infrastructure and wayfinding designs.
- (3). Improve connectivity and mode share through the identification of connectivity gaps and barriers to pedestrian and bicycle access and mobility along and across this corridor.
- (4). Improve pedestrian and bicycle safety, comfort and access - relative to the corridor and associated LYNX services - through an understanding of how safety, comfort and

{38160183;4}

access are impacted by the corridor's infrastructure policy, design, practice and regulation.

- (5). Increase transit ridership.
- (6). Reduce transit travel time in the corridor.
- (7). Understand the nature of transit travel along the corridor and relationship to other LYNX services as well as the use of SunRail.
- (8). To promote/encourage redevelopment projects in the communities and neighborhoods along the corridor to be transit supportive by integrating transit, bicycle and pedestrian amenities within the development.
- (9). Analyze the impact of tourist related trips in the corridor.
- (10). Analyze the relationship of transit and existing and proposed land uses.
- (11). Understand the transportation needs of the unique populations living, working and visiting this corridor.
- (12). Improve quality of life for those who live and work along this corridor.
- (13). Emphasize context sensitive complete streets fundamentals.

The Study is intended to provide a clear understanding of transportation issues in the project corridor and will produce system performance statistics for informed decision making. Because LYNX would like to ensure that a potential project could compete for federal funding in the future, LYNX staff and the consultant team will coordinate as appropriate with the FTA in terms of forecasting methodology, cost, benefit, and impact. The Study scope includes the following tasks:

- (1). Project Management
- (2). Public Outreach
- (3). Data Collection and Conditions/Needs Assessment
- (4). Formulate Project Goals and Objectives and Evaluation Criteria
- (5). Identification of Alternatives
- (6). Traffic Impact/Access Study
- (7). Offline Ridership Model
- (8). Alternatives Review
- (9). Next Steps Memorandum
- (10). Funding Program Evaluation
- (11). Optional Task: Health Impact Assessment

4. **Qualified Private Supplier.** The Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers to carry out the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project. The Authority shall be fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers. The {38160183;4}

method by which the Authority seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers shall be at the sole and absolute direction and responsibility of the Authority, subject in all cases to the Master Agreement and all applicable FTA procurement regulations. The County understands and accepts that it is the intent of the Authority at the time that this Agreement is originally executed for the Authority to select a Qualified Private Supplier or Qualified Private Suppliers through a request for proposal or similar process. The Authority will not issue a request for proposal or similar document until such time as it has entered into the Additional Interlocal Agreements (as defined below) with the City of Orlando and Seminole County. The County also understands and accepts that if the Authority is unable to obtain and contract with, in the opinion of the Authority, such a suitable Qualified Private Supplier or Qualified Private Suppliers (for either the Study, future phases of the New Starts or Small Starts planning and project development process for the New Starts or Small Starts Project) within the Project Budget (as defined below), then the Authority may, in its discretion, terminate this Agreement pursuant to Section 27.2, herein.

5. **Project Budget.** The parties anticipate the total cost of the Study to be \$1,270,000 (the "**Project Budget**"). The Project Budget is equal to sum of the Local Share from the County, as well as funding contributions from the City of Orlando, Seminole County, and the Florida Department of Transportation ("**FDOT**") (the "**Additional Funding Partners**"), as more fully described in **Exhibit "A"**, attached hereto and incorporated herein. The Project Budget as shown on **Exhibit "A"** may increase or decrease depending on the proposals received in response to the request for proposal process described in Section 4 above (it being acknowledged and agreed that the Authority will not contract with a Qualified Private Supplier or Qualified Private Suppliers without first obtaining the consent of the County should the cost of the contract exceed the anticipated Project Budget); however, the County's Local Share will remain fixed and shall not be increased without the parties formally amending this Agreement pursuant to Section 25 herein. The Authority shall require the Additional Funding Partners to pay their respective funding contributions, in full, to the Authority within 30 days of the Authority's Board of Directors' Authorization to Award a contract to the Qualified Private Supplier or Qualified Private Suppliers, and the Authority shall provide written notice to the County of the Additional Funding Partners' commitments to provide their respective funding contribution via their own agreements with the Authority (collectively, the "**Additional Interlocal Agreements**"). The County shall pay its Local Share, in full, to the Authority after the start of the County's next fiscal year on October 1, 2016, and within thirty (30) days of the Authority's written notification to the County of the Authority's Board of Directors' Authorization to Award a contract to the Qualified Private Supplier or Qualified Private Suppliers. The Authority will pay all invoices received from the Qualified Private Supplier or Qualified Private Suppliers to the extent of the Project Budget. The Authority is solely responsible to review all invoices paid from the Project Budget and ensure that each invoice is valid and consistent with the terms of the Study Contract; however, the Authority shall provide copies of invoices to the County upon the County's request. The Authority believes that the Project Budget is adequate to fully fund the Study as represented herein. Should the Authority later determine that due to a change in the scope of services to be performed by the Qualified Private Supplier(s), the Project Budget is no longer adequate to fully fund the Study, this Agreement shall be amended or terminated. Either party may terminate this Agreement by delivering to the other party written notice of its desire to terminate this Agreement. In such an event, this Agreement shall be terminated on the date which is 30 days following the receipt of the notice of termination. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and

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project funding shares of the Additional Funding Partners. It is the intent of this Agreement that the Authority shall have no financial liability in connection with the Study.

6. **Right to Audit.** The Authority shall maintain and keep books and records as are reasonably necessary to audit, track, and verify all expenditures related to the Study and, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process, and the New Starts or Small Starts Project. The Authority shall retain and maintain such books and records for at least five (5) years after the termination of this Agreement or until all then outstanding audits are closed, whichever is later. For the duration of this Agreement, and for five (5) years after the termination of this Agreement, the County and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the Authority. The County agrees that any auditor that it designates to act pursuant to this section shall be knowledgeable in auditing such books and records. Any books and records required to be disclosed to the County pursuant to this section shall be available for review during normal business hours on reasonable notice at the offices of the Authority and may not be removed without the consent of the Authority, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the Authority and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses incurred by each party under this section shall be borne by each respective party. The rights granted to the County under this section shall be in addition to and not in limitation of any other inspection or audit rights that the County may have under law.

7. **Additional Funding.** Upon completion of the Study, and with the results acquired through the Study, the Authority intends to submit grant applications to FTA for discretionary and/or New Starts or Small Starts funding which, if approved, would be used exclusively for future phases of the New Starts or Small Starts planning and project development process as well as the New Starts or Small Starts Project. Nothing herein shall be interpreted as requiring that the Authority submit such grant applications or requiring that the County participate in the funding of such projects. For each subsequent project, the County and the Authority may enter into new Interlocal Agreements; each agreement may be specific to a phase of the work. For each future phase of the New Starts or Small Starts planning and project development process as well as for the New Starts or Small Starts Project: (a) the Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 4; (b) the County may provide a local match to any grant being provided by FTA; (c) the Authority will pay invoices of the Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 5.

8. **Indemnification by Third Parties.** Subject to the limitations contained in Section 725.06, Florida Statutes, on and after the effective date of this Agreement, the Authority shall require all third party vendors (including without limitation a Qualified Private Supplier) providing any goods or services related to the Study, future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project (if applicable), to defend, indemnify, and hold harmless both the County and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "**Indemnitees**") and individually as the "**Indemnitee**") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, "**Damages**") whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of

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law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitee, may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with the Study, the future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The foregoing notwithstanding, the Authority need not require that third party vendors (including Qualified Private Suppliers) defend, indemnify, or hold harmless the County, and each of its officers, directors, agents, and employees for Damages which arise out of or relate to goods or services that the third party vendors provide for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project if the County elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained in this section shall constitute or be construed to mean or result in any indemnification of any matter by the County or the Authority to any other party, nor shall it constitute a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations on liability outlined in Section 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Third Party Insurance.** On and after the effective date of this Agreement, the Authority shall require all Qualified Private Suppliers providing any goods or services related in any way to the Study, future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project to provide and maintain insurance in accordance with the insurance coverage policies of the County and the Authority for such third party goods and services providers. The respective policy or policies must name the County and the Authority as an additional insured. The foregoing notwithstanding, the Authority need not require that Qualified Private Suppliers providing goods or services for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project provide and maintain insurance in accordance with the County's insurance coverage policies or name the County as an additional insured in connection with such goods or services if the County elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained herein shall require the County or the Authority to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the County and the Authority as "additional insureds" on any insurance policy shall constitute a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations of liability outlined in Section 768.28, Florida Statutes.

10. **No Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the County or the Authority in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the County or the Authority hereunder.

11. **Delivery of Notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii)

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facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the County: Orange County Transportation Planning Manager  
4200 S. John Young Parkway  
Orlando, Florida 32839-9205

*Telephone:* (407) 836-8070  
*Facsimile:* (407) 836-8079

With a copy to: Orange County Attorney P.O. Box 1393  
Orlando, Florida 32802-1393  
*Telephone:* (407) 836-7320  
*Facsimile:* (407) 836-5888

If to Authority: Central Florida Regional Transportation Authority  
  
455 N. Garland Avenue  
Orlando, Florida 32801  
Attn: Procurement Manager  
*Telephone:* (407) 841-2279  
*Facsimile:* (407) 254-6292

With a copy to: Central Florida Regional Transportation Authority  
  
455 N. Garland Avenue  
Orlando, Florida 32801  
Attn: Chief Executive Officer  
*Telephone:* (407) 841-2279  
*Facsimile:* (407) 254-6320

With copy to: Akerman LLP  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Attn: Patrick T. Christiansen, Esquire  
*Telephone:* (407) 423-4000  
*Facsimile:* (407) 843-6610

Any such notice, demand, or communication shall be deemed delivered and effective upon the earlier to occur of actual delivery or, if delivered by facsimile, the same day as confirmed by facsimile transmission.

12. **Assignment.** Neither party may assign this Agreement, or any portion thereof, without the prior, written consent of the other party, except that the Authority may contract with a Qualified Private Supplier or Qualified Private Suppliers as provided in Sections 4 and 7.

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13. **Third Parties.** Except as explicitly provided for herein, there shall be no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall occur to or for the benefit of any third party.

14. **Compliance.** Except as explicitly provided for herein, any provision that permits or requires a party to take action shall be deemed to permit or require, as the case may be, the party to cause the action to be taken.

15. **Remedies.** Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

16. **Governing Law and Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The County and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

17. **Interpretation.** In the event any provision of this Agreement is capable of more than one reasonable interpretation, one which renders the provision invalid and one that would render the provision valid, the provision shall be interpreted so as to render it valid.

18. **Further Assurances.** The County and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

19. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the County and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

20. **Captions, Headings, and Table of Contents.** The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

21. **No Joint Venture or Agency.** Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the County as a joint adventurer or partner, team member, contractor, agent or assign of the Authority. The County represents and warrants that it cannot create any obligation or responsibility on behalf of the Authority, nor bind the Authority in any manner. The Authority represents and warrants that it cannot create any obligation or responsibility on behalf of the County, nor bind the County in any manner. Each party hereto is acting on its own behalf, and has made its own independent decision to enter into this Agreement, and has likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the County and the Authority, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as separate and independent entities and not as agents of the other party hereto.

22. **Severability.** If any sentence, phrase, section, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding effect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

23. **Default Notice.** The County and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

24. **Non-action or Failure to Observe Provisions.** The failure of either the County or the Authority to promptly insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any other agreement, understanding, license, or arrangement contemplated hereby, shall not be deemed a waiver of any right or remedy that either the County or the Authority may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.

25. **Modification.** Modification of this Agreement may only be made by written agreement of the parties hereto.

26. **Effective Date and Term.** This Agreement shall be effective as of the date the last party executes the Agreement, and shall thereafter remain in effect for the first to occur of (i) the completion of each party's obligation under this Agreement or (ii) a period of thirty-six (36) months from the effective date, unless otherwise earlier terminated pursuant to the provisions herein. Those provisions of this Agreement which by their nature are intended to survive a termination of this Agreement shall remain in effect following any such termination.

27. **Termination of Agreement.**

27.1. **For Cause.** In the event that either party (the "**Breaching Party**") fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within 30 days from the date of the notice, the non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.2. **For Convenience.** Each party shall have the option, in each such party's sole discretion, to terminate this Agreement at any time for convenience and without cause. Either party may exercise this option by giving the other party a written notice of termination specifying the date that termination will become effective, such date being not less than 30 days from the date of

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the notice of termination. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.3. **Failure to Enter Into Additional Interlocal Agreements.** Should the Authority fail to enter into the Additional Interlocal Agreements with either or both the City of Orlando or Seminole County by June 30, 2016, then this Agreement shall terminate upon such date without any action required on the part of either the Authority or the County.

27.4. **Failure to Appropriate Funds.** The County's obligation to pay the Local Share is contingent upon an appropriation of funds in the specified amount by the Orange County Board of County Commissioners in the Fiscal Year 2016/2017 budget. Should the County fail or decline to appropriate funds for the Local Share in the 2016/2017 budget, then the County may immediately and unilaterally terminate this Agreement upon providing written notice to the Authority of such termination.

28. **Authority to Execute and Comply.** The County and the Authority each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the County and the Authority each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

29. **Binding Nature of this Agreement.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

30. **Computation of Time.** In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

31. **Counterparts' Copies.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. True and accurate photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

32. **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principles or

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the limits of liability contained therein, and each party retains its rights and grants under sovereign immunity.

**IN WITNESS WHEREOF**, the County and the Authority have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following pages]

Interlocal Agreement Between Orange County, Florida, and Central Florida Regional  
Transportation Authority (d/b/a LYNX) for a Transit Corridor Study for State Road 436

SIGNATURE PAGE BY COUNTY

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

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

ATTEST: MARTHA O. HAYNIE, County Comptroller  
As Clerk of the Board of County Commissioners

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



Interlocal Agreement Between Orange County, Florida, and Central Florida Regional  
Transportation Authority (d/b/a LYNX) for a Transit Corridor Study for State Road 436

SIGNATURE PAGE BY AUTHORITY

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY, a Florida body  
politic and corporate:

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

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

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

Title: \_\_\_\_\_

Reviewed as to Form:

This Agreement has been reviewed as to form by the Authority's General Counsel.  
This confirmation is not to be relied upon by any person other than the Authority or  
for any other purpose.

AKERMAN LLP

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit "A"**

<b>SR 436 Corridor Study Cost Estimate by Jurisdiction</b>			
<b>Estimate includes Health Impact Assessment (HIA) and FDOT Context Sensitive Complete Streets Analysis</b>			
<b>Study Limits: OIA to SR 434</b>			
<b>Jurisdiction</b>	<b>Mileage</b>	<b>Percent</b>	<b>Funding Partner Cost</b>
City of Orlando	9.0	41%	\$450,000
Orange County	3.8	17%	\$190,000
Seminole County	9.1	42%	\$455,000
<b>Subtotal</b>	<b>21.9</b>	<b>100%</b>	<b>\$1,095,000</b>
<b>FDOT Contribution: Bicycle-Pedestrian and Context Sensitive Complete Streets related work.</b>			<b>\$175,000</b>
<b>Total</b>			<b>\$1,270,000</b>

Created: January 27, 2016

Updated: March 30, 2016



## Interoffice Memorandum

I. CONSENT AGENDA  
PUBLIC WORKS  
DEPARTMENT  
1

April 29, 2016

TO: Mayor Teresa Jacobs  
And the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Diana M. Almodovar, P.E., Manager  
Development Engineering Division

PHONE NUMBER: (407) 836-7974

SUBJ: Authorization to record the plat of Oasis at Grande Pines

The Public Works Department requests authorization to record the plat of Oasis at Grande Pines. This is a one lot plat located on Westwood Boulevard approximately ¼ mile northwest of the International Drive South and Westwood Boulevard intersection.

This plat is being recorded in order to comply with the requirements of the Orangewood (Neighborhood 2) Planned Development / Parcel 11 - Oasis at Grande Pines Development Plan as approved by the Orange County Development Review Committee on July 22, 2015.

This plat is being placed on the Consent Agenda in order to comply with the requirements of Chapter 34, Article III, Section 34-48(b) of the Orange County Code.

**Action Requested:** Authorization to record the plat of Oasis at Grande Pines.  
District 1.

MVM/DMA/mk



Interoffice Memorandum

Date May 12, 2016

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro P.E., Director, Public Works Department

CONTACT PERSON: Natrevia L. Gradney-Mitchell, P.E., Project Manager  
Public Works Department

PHONE NUMBER: (407) 836-7755

SUBJ: Approval of Americans with Disabilities Act (ADA) Transition Plan

Pursuant to federal regulation 28 CFR Part 35 and the Title II of the Americans with Disabilities Act (ADA) of 1990, the County adopted Resolution No. 2014-M-07 on February 25, 2014 to reaffirm its commitment to aforementioned provisions. The Title II of the ADA is a civil rights statute that prohibits discrimination on the basis of disability by State and local government services, programs, or activities. In April of 2015, the Public Works Department contracted HDR Engineering, Inc. for consultant services in ADA Compliance for the public rights-of-way to ensure its services, programs, and activities are compliant with Title II of the ADA.

The Public Works Department has developed the ADA Transition Plan for the Public Rights-of-Way (ADA Transition Plan) to address the goals, objectives, and sustainable measures of the Department to ensure that existing and future pedestrian facilities (sidewalks, curb ramps, street crossing, etc.) within the public rights-of-way are accessible for all users.

A copy of the ADA Transition Plan is available for review in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office on the 5<sup>th</sup> floor.

Action Requested: **Approval of Americans with Disabilities Act (ADA) in the Public Rights-of-Way Transition Plan April 2016. All Districts.**

MVM/NGM/wsv



Interoffice Memorandum

April 15, 2016

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager  
Traffic Engineering

PHONE NUMBER: (407) 836-7890

SUBJ: Installation of Traffic Control Devices and "No Parking" signs in  
Magnolia Estates (aka The Highlands at Summerlake Groves) Phase 1

Our staff recommends that the following traffic control devices be installed in Magnolia Estates (aka The Highlands at Summerlake Groves) Phase 1:

Install "STOP" signs on:

- Murcott Harvest Loop (SB) at Kinnow Mandarin Lane
- Murcott Harvest Loop at Murcot Blossom Boulevard
- Murcott Harvest Loop (NB) at Kinnow Mandarin Lane
- Early Gold Street at Kinnow Mandarin Lane
- Early Gold Street at Sweet Orange Avenue
- Sweet Orange Avenue at Murcott Harvest Loop
- Kinnow Mandarin Lane at Sweet Orange Avenue

Install Alleyway "STOP" signs on:

- Marmalade Preserve Alley (EB) at Murcott Harvest Loop
- Marmalade Preserve Alley (WB) at Murcott Harvest Loop
- Marmalade Preserve Alley at Kinnow Mandarin Lane
- Limquat Alley (West leg) at Murcott Blossom Boulevard
- Limquat Alley (East leg) at Murcott Blossom Boulevard
- Finger Lime Alley (West leg) at Murcott Blossom Boulevard
- Finger Lime Alley (East leg) at Murcott Blossom Boulevard

The Fire Marshal recommends that the following "No Parking" signs be installed in Magnolia Estates (aka The Highlands at Summerlake Groves) Phase 1:

Install "NO PARKING" signs on:

- Kinnow Mandarin Lane
- Murcott Harvest Loop
- Sweet Orange Avenue
- Early Gold Street

Page 2

Installation of Traffic Control Devices and "No Parking" signs in Magnolia Estates  
(aka The Highlands at Summerlake Groves) Phase 1

Action Requested: **Approval of Traffic Control Devices and "No Parking" sign  
installations in Magnolia Estates (aka The Highlands at Summerlake  
Groves) Phase 1. District 1.**

MVM/RDR/AHW/nad

Attachments



**HIGHLANDS AT SUMMERLAKE GROVES PHASE 1**  
**SITUATED IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST,**  
**ORANGE COUNTY, FLORIDA**  
**DISTRICT # 1**

**STOP/STREET**

<u>(1)</u>	(Ft N)	on Murcott Harvest Loop (SB) at Kinnow Mandarin Lane	00 00
<u>(2)</u>	(Ft S)	on Murcott Harvest Loop at Murcot Blossom Boulevard	00 00
<u>(3)</u>	(Ft S)	on Murcott Harvest Loop (NB) (stop only) at Kinnow Mandarin Lane	
<u>(4)</u>	(Ft S)	on Early Gold Street at Kinnow Mandarin Lane	00 00
<u>(5)</u>	(Ft N)	on Early Gold Street at Sweet Orange Avenue	00 00
<u>(6)</u>	(Ft E)	on Sweet Orange Avenue at Murcott Harvest Loop	00 00
<u>(7)</u>	(Ft W)	on Kinnow Mandarin Lane at Sweet Orange Avenue	00 00

**STOP/ALLEYWAYS**

<u>(8)</u>	(FtW)	on Marmalade Preserve Alley (EB) at Murcott Harvest Loop	
<u>(9)</u>	(FtE)	on Marmalade Preserve Alley (WB) at Murcott Harvest Loop	
<u>(10)</u>	(FtN)	on Marmalade Preserve Alley at Kinnow Mandarin Lane	
<u>(11)</u>	(FtS)	on Limquat Alley (West leg) at Murcott Blossom Boulevard	
<u>(12)</u>	(FtS)	on Limquat Alley (East leg) at Murcott Blossom Boulevard	
<u>(13)</u>	(FtS)	on Finger Lime Alley (West leg) at Murcott Blossom Boulevard	
<u>(14)</u>	(FtS)	on Finger Lime Alley (East leg) at Murcott Blossom Boulevard	

### **KEEP RIGHT**

- |                    |              |  |
|--------------------|--------------|--|
| <b><u>(15)</u></b> | <b>(FtS)</b> | <b>on Sweet Orange Avenue<br/>at Murcott Blossom Boulevard</b> |
| <b><u>(16)</u></b> | <b>(FtS)</b> | <b>on Sweet Orange Avenue<br/>at Murcott Blossom Boulevard</b> |

### **END OF ROAD TREATMENT**

- |                    |              |  |
|--------------------|--------------|--|
| <b><u>(17)</u></b> | <b>(FtW)</b> | <b>on Marmalade Preserve Alley<br/>at Murcott Harvest Loop</b> |
| <b><u>(18)</u></b> | <b>(FtW)</b> | <b>on Kinnow Mandarin Lane<br/>at Murcott Harvest Loop</b>     |
| <b><u>(19)</u></b> | <b>(FtS)</b> | <b>on Unamed Alley<br/>at Murcott Harvest Loop</b>             |
| <b><u>(20)</u></b> | <b>(FtS)</b> | <b>on Unamed Street<br/>at Murcott Harvest Loop</b>            |
| <b><u>(21)</u></b> | <b>(FtW)</b> | <b>on Unamed Street<br/>at Sweet Orange Avenue</b>             |
| <b><u>(22)</u></b> | <b>(FtS)</b> | <b>on Murcott Harvest Loop<br/>at Sweet Orange Avenue</b>      |

### **NO PARKING with arrows**

- |                    |  |
|--------------------|--|
| <b><u>(23)</u></b> | <b>on Kinnow Mandarin Lane from Sweet Orange Avenue<br/>extending west to the cul-de-sac on the south side</b>   |
| <b><u>(24)</u></b> | <b>on Murcott Harvest Loop from Murcott Blossom Boulevard<br/>extending south to Kinnow Mandarin Lane on the west side<br/>and from Kinnow Mandarin Lane extending south to Sweet<br/>Orange Avenue on the east side</b> |
| <b><u>(25)</u></b> | <b>on Sweet Orange Avenue from Murcott Blossom Boulevard<br/>Extending south and west to Murcott Harvest Loop on the<br/>east and south sides</b>  |
| <b><u>(26)</u></b> | <b>on Early Gold Street from Kinnow Mandarin Lane extending<br/>south to Sweet Orange Avenue on the east side</b>  |

**NO PARKING in alley**

- |                     |              |   |
|---------------------|--------------|---|
| <b><u>(8A)</u></b>  | <b>(FtW)</b> | <b>on Marmalade Preserve Alley (EB)<br/>at Murcott Harvest Loop</b>     |
| <b><u>(9A)</u></b>  | <b>(FtE)</b> | <b>on Marmalade Preserve Alley (WB)<br/>at Murcott Harvest Loop</b>     |
| <b><u>(10A)</u></b> | <b>(FtN)</b> | <b>on Marmalade Preserve Alley<br/>at Kinnow Mandarin Lane</b>          |
| <b><u>(11A)</u></b> | <b>(FtS)</b> | <b>on Limquat Alley (West leg)<br/>at Murcott Blossom Boulevard</b>     |
| <b><u>(12A)</u></b> | <b>(FtS)</b> | <b>on Limquat Alley (East leg)<br/>at Murcott Blossom Boulevard</b>     |
| <b><u>(13A)</u></b> | <b>(FtS)</b> | <b>on Finger Lime Alley (West leg)<br/>at Murcott Blossom Boulevard</b> |
| <b><u>(14A)</u></b> | <b>(FtS)</b> | <b>on Finger Lime Alley (East leg)<br/>at Murcott Blossom Boulevard</b> |

**ahw/**

**4/15/2016**



PUBLIC WORKS DEPARTMENT  
JOSEPH C. KUNKEL, P. E., *Deputy Director*  
4200 South John Young Parkway ■ Orlando, Florida 32839-9205  
407-836-7972 ■ Fax 407-836-7766  
e-mail: Joe.Kunkel@ocfl.net

December 17, 2015

ORANGE COUNTY  
DEC 22 2015  
TRAFFIC ENGINEERING

Mr. Daniel Kaiser  
K.Hovnanian Homes  
At The Highlands at Summerlake Groves, LLC  
151 Southhall Lane, Suite 120  
Maitland, Florida 32751

Subject: **Issuance of Certificate of Completion**  
**Magnolia Estates (aka The Highlands at Summerlake Groves)**  
**Phase 1**

Dear Mr. Kaiser:

This letter verifies that on December 15, 2015 the County Engineer issued a Certificate of Completion for the construction of Magnolia Estates (aka The Highlands at Summerlake Groves) Phase 1, Plat Book 86, Pages 5-14, Orange County Records.

Please be advised that this certificate does not relieve the developer of responsibility for the materials, workmanship, structural integrity, functioning, and maintenance of the required public improvements during the one (1) year period following issuance of the Certificate of Completion, or at the time the County Engineer issues the Approval for Maintenance.

Sincerely,

  
Joseph C. Kunkel, P.E.

JCK/sa

cc: Robert Dudas, Utilities Distribution Section Manager  
Jorge Reyes, Utilities Supervisor, Field Services Division  
Brian Matejcek, Project Manager, Field Services Division  
Brad Bell, Chief Utilities Inspector, Utilities Engineering Division  
County Surveyor, Survey Section, Public Works Engineering Division  
✓ Arthur Woods, Traffic Engineering Division  
Maricela Torres, Roads and Drainage Division  
George Shupp, Roads and Drainage Division (As-Built)  
Mirian Haughee, Stormwater Management Division  
Engineer of Record  
SJR/SF Water Management District

11. In order to recommend issuance of the "Certificate of Completion", the developer is to submit the following items to the County Engineer:

- ☒ a. Surveyor's certification that all P.R.M.'s, P.C.P.'s and lot corners have been installed.
- ☒ b. Engineer's certification that environmental swales have been installed and sodded in accordance with approved plan.
- ☒ c. Engineer's certification of substantial completion in accordance with Section 34-210 of the Orange County Code and an original of engineer's WMD completion letter.
- ☒ d. Four (4) complete sets of "As-Built" drawings (3 for Orange County Utilities, 1 for Orange County Public Works) in accordance with Section 34-211 of the Orange County Code.
- ☒ e. An irrevocable letter of credit in accordance with Sections 34-203 and 34-290 of the Orange County Code.
- ☒ f. Payment for street and traffic signs:

No Parking	40	(\$80.00 ea.) = \$	3200. <sup>00</sup>
6" Street Signs	2	(\$80.00 ea.) = \$	0. <sup>00</sup>
Stop Signs	2	(\$105.00 ea.) = \$	0. <sup>00</sup>
Yield 36x36x36	2	(\$105.00 ea.) = \$	0. <sup>00</sup>
No Outlet	2	(\$105.00 ea.) = \$	0. <sup>00</sup>
Speed Limit	2	(\$98.00 ea.) = \$	196. <sup>00</sup>
Keep Right 24x30	2	(\$87.00 ea.) = \$	174. <sup>00</sup>
Dead End 30x30	2	(\$105.00 ea.) = \$	0. <sup>00</sup>
Dead End Assembly	12	(\$77.00 ea.) = \$	924. <sup>00</sup>
18" Object Marker	2	(\$49.00 ea.) = \$	98. <sup>00</sup>
One Way Sign	2	(\$78.00 ea.) = \$	0. <sup>00</sup>
9" Stop/Street	2	(\$221.00 ea.) = \$	442. <sup>00</sup>
6" Stop/Street	8	(\$153.00 ea.) = \$	1224. <sup>00</sup>

TOTAL = \$ 6258.<sup>00</sup>

Check is to be made payable to the Orange County Board of County Commissioners.

- ☒ g. A certified utility cost and "Bill of Sale" for utilities to be owned by Orange County. For water and/or wastewater systems that will not be owned by Orange County the Developer must submit completion documentation from utility company or F.D.E.P.'s clearance for use.
- ☒ h. Retention pond maintenance guarantee (see F24 of Development Engineering Division supplement to subdivision regulations).
- ☒ i. Underdrain certification by geotechnical engineer in accordance with Section 34-266 of the Orange County Code.
- ☒ j. Certification that electric service has been installed or proof of payment for the cost of installation from the power company.
- ☒ k. Installation of entryway gate box labeled "Orange County" in









525 SOUTH MANGLA AVENUE  
ORLANDO, FLORIDA 32801  
PHONE: 321.324.8028 FAX: 407.848.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 1011

## NOTICE

THIS PLAT, AS RECORDED IN ITS DRAWING FORM, IS THE OFFICIAL  
DEPOSITION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL IN  
NO CIRCUMSTANCES BE SUPPLEMENTED OR AUTHORITY BY ANY OTHER  
DRAWING OR DIGITAL FORM OF THE PLAT.  
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON  
THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS  
COUNTY.

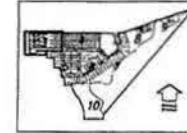
## SHEET INDEX

SHEET 1: COVER SHEET/LEGEND  
SHEET 2: KEY SHEET/PLAT BOUNDARY  
SHEETS 3 - 10: DETAIL SHEETS

# HIGHLANDS AT SUMMERLAKE GROVES PHASE 1

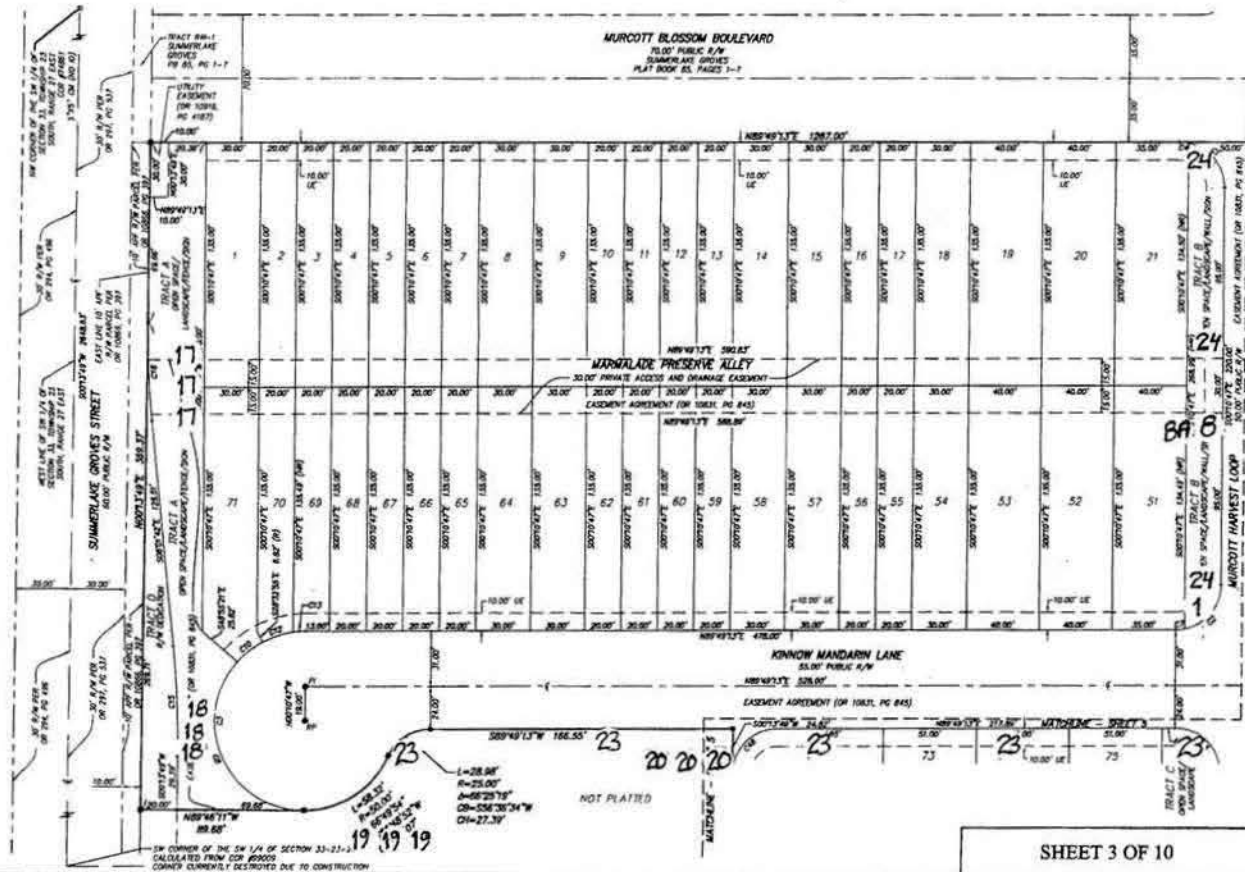
SITUATED IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

PLAT  
BOOK: **86** PAGE: **7**



KEY MAP: 1" = 1000'

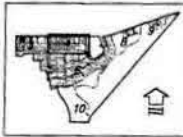
CURVE TABLE						CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	20.27'	25.00'	90°00'00"	35.36'	N45°00'00"W	C10	11.70'	50.00'	202°22'00"	12.60'	S81°32'00"W
C2	20.27'	25.00'	90°00'00"	35.36'	N45°00'00"E	C11	11.70'	50.00'	202°22'00"	12.60'	S71°30'00"W
C3	156.72'	30.00'	179°33'23"	100.00'	S00°00'00"W	C12	7.02'	30.00'	09°02'32"	7.02'	S89°47'00"W
C4	5.00'	25.00'	113°13'13"	5.03'	N89°24'00"W	C13	5.87'	475.25'	90°42'30"	5.87'	S00°00'00"E
C5	34.24'	25.00'	78°07'47"	31.62'	N39°24'00"W	C14	51.91'	565.75'	09°12'31"	51.88'	N02°53'33"E
C6	34.24'	25.00'	78°07'47"	31.62'	N39°24'00"E	C15	51.88'	493.25'	09°12'31"	51.85'	S02°53'33"E
C7	5.00'	25.00'	113°13'13"	5.03'	N89°24'00"E	C16	38.71'	25.00'	89°42'51"	34.86'	N44°09'08"E
C8	114.13'	50.00'	130°00'00"	95.84'	S24°00'00"E	C17	38.71'	25.00'	89°42'51"	35.38'	N45°00'00"W



SHEET 3 OF 10



535 SOUTH HAWKLAKE AVENUE  
ORLANDO, FLORIDA 32809  
PHONE: 321.354.8800 FAX: 407.848.1004  
WWW.DEWBERRY.COM  
CERTIFICATE OF PROFESSIONAL REG. NO. 18111



KEY MAP: 1" = 1000'

# HIGHLANDS AT SUMMERLAKE GROVES PHASE 1

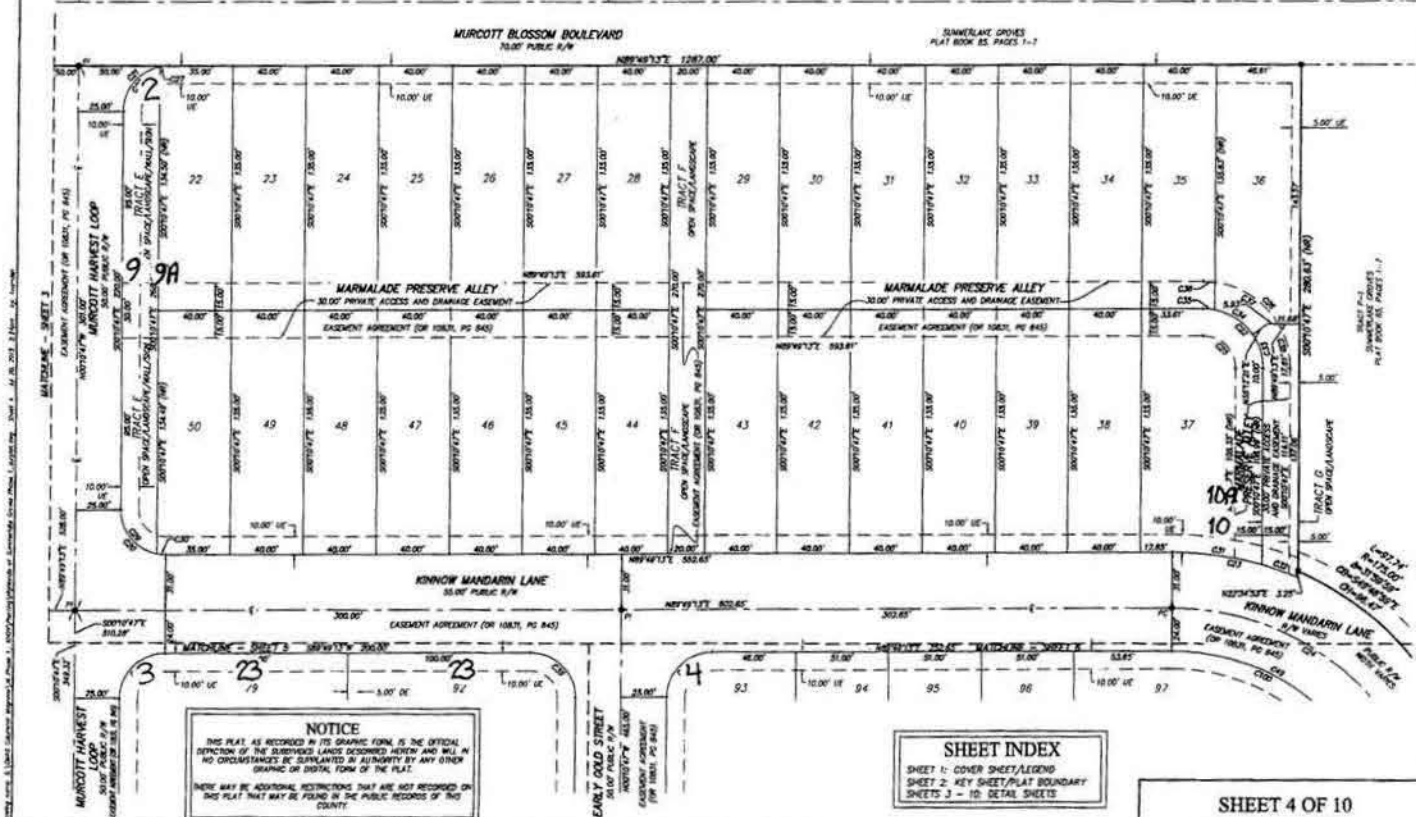
SITUATED IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

PLAT BOOK: **86** PAGE: **8**

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C20	36.27'	25.00'	101°00'00"	35.36'	S41°10'47"W
C21	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C22	81.84'	33.00'	101°00'00"	48.87'	N47°10'47"W
C23	89.82'	125.00'	27°45'00"	89.86'	N39°10'47"W
C24	141.74'	144.00'	92°23'47"	136.00'	N10°10'47"W
C25	29.27'	18.00'	101°00'00"	25.41'	N45°10'47"W
C26	75.40'	45.00'	101°00'00"	61.68'	N45°10'47"W
C27	5.05'	25.00'	11°30'13"	5.05'	S84°10'47"W
C28	34.24'	25.00'	187°27'47"	31.82'	S33°10'47"W

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C29	34.24'	25.00'	187°27'47"	31.82'	S33°24'40"E
C30	5.05'	25.00'	11°30'13"	5.05'	S47°24'40"E
C31	48.62'	125.00'	18°14'52"	48.46'	N82°10'47"W
C32	18.81'	125.00'	28°30'48"	18.66'	N70°10'47"W
C33	18.81'	33.00'	34°30'53"	18.62'	N72°10'47"W
C34	25.47'	33.00'	44°13'22"	24.84'	N58°24'20"W
C35	6.42'	33.00'	11°09'43"	6.42'	N54°32'54"W
C36	6.42'	45.00'	17°38'53"	6.40'	N58°21'18"W
C37	43.38'	45.00'	31°43'41"	41.90'	N58°20'10"W

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C38	25.83'	45.00'	30°23'30"	25.32'	N10°20'30"W
C39	39.27'	25.00'	101°00'00"	38.36'	N45°10'47"W
C40	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C41	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C42	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C43	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C44	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C45	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C46	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C47	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C48	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C49	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C50	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C51	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C52	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C53	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C54	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C55	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C56	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C57	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C58	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C59	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C60	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C61	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C62	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C63	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C64	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C65	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C66	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C67	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C68	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C69	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C70	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C71	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C72	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C73	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C74	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C75	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C76	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C77	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C78	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C79	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C80	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C81	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C82	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C83	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C84	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C85	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C86	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C87	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C88	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C89	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C90	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C91	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C92	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C93	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C94	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C95	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C96	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C97	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C98	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C99	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W
C100	39.27'	25.00'	101°00'00"	38.36'	S44°10'47"W



SHEET 4 OF 10





**Dewberry**

520 SOUTH HAVEN AVENUE  
ORANGE, FLORIDA 32801  
PHONE 351.264.9000 FAX 407.548.2104  
WWW.DEBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

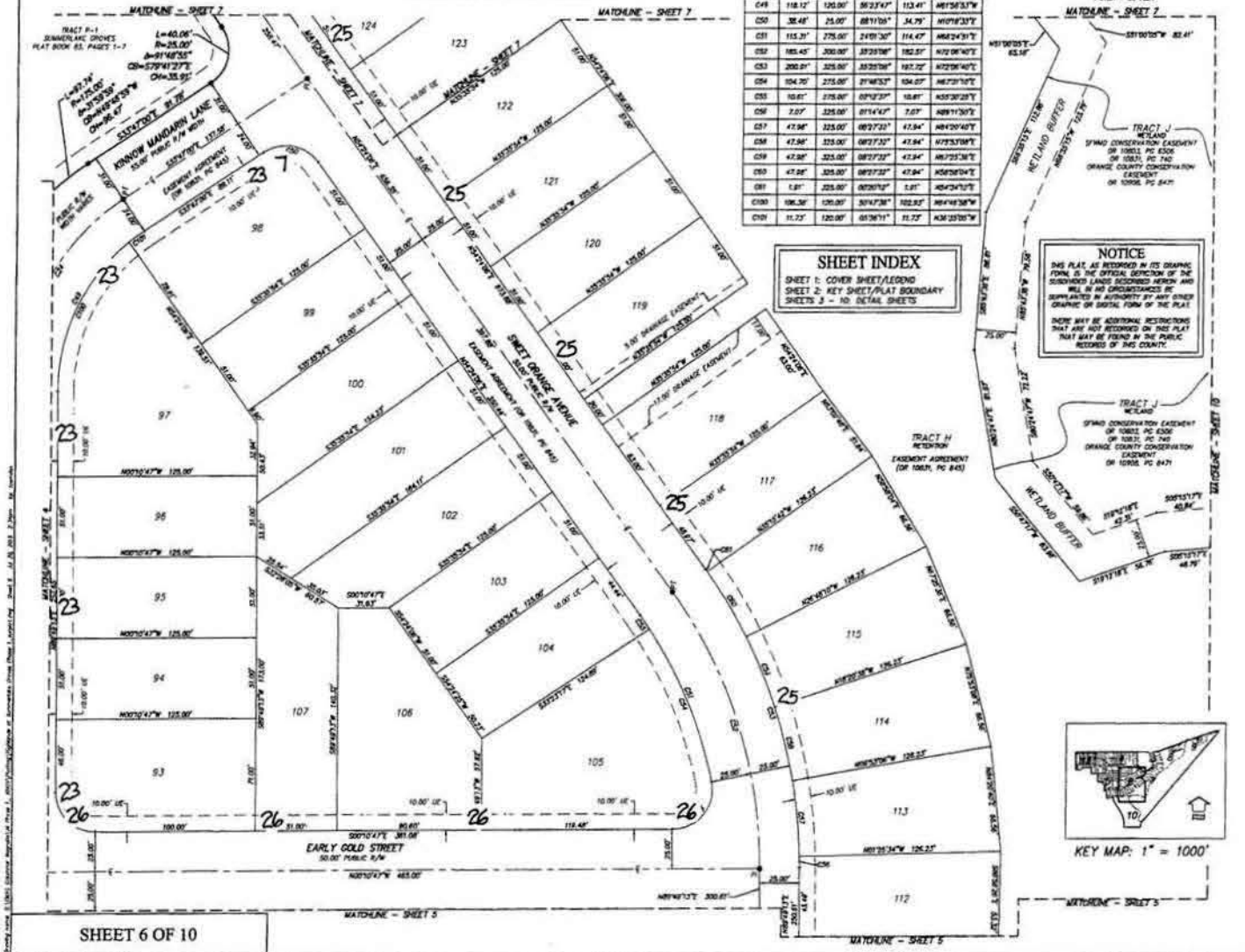
**HIGHLANDS AT SUMMERLAKE  
GROVES PHASE 1**  
SITUATED IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE  
27 EAST, ORANGE COUNTY, FLORIDA

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C24	140.34'	144.90'	28.2342°	136.00'	N075D33'W
C47	36.27'	25.00'	80.0000°	35.36'	S44W01'W
C48	44.24'	25.00'	101.0727°	38.89'	S02D32'W
C49	118.12'	120.00'	58.2342°	112.41'	N075D33'W
C50	38.48'	25.00'	88.1108°	34.79'	N01W33'E
C51	115.31'	275.00'	24.9130°	114.47'	N062D43'E
C52	185.45'	300.00'	33.2838°	182.51'	N72D06'W
C53	200.81'	325.00'	33.2838°	187.72'	N72D06'W
C54	104.70'	275.00'	27.4633°	104.07'	N67D33'W
C55	10.81'	175.00'	02.1233°	10.81'	N53D30'E
C56	2.07'	325.00'	01.1443°	2.07'	N89D13'W
C57	42.84'	325.00'	08.7733°	42.84'	N042D45'E
C58	42.84'	325.00'	08.7733°	42.84'	N73D33'W
C59	42.84'	325.00'	08.7733°	42.84'	N07D33'W
C60	42.84'	325.00'	08.7733°	42.84'	N08D04'E
C61	1.81'	225.00'	00.2833°	1.81'	N04D34'W
C100	196.38'	120.00'	50.1438°	192.82'	N04W38'W
C101	11.72'	120.00'	01.3611°	11.72'	N30D23'W

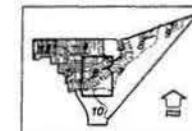
**SHEET INDEX**

SHEET 1: COVER SHEET/LEGEND  
SHEET 2: KEY SHEET/PLAT BOUNDARY  
SHEETS 3 - 10: DETAIL SHEETS

PLAT BOOK: **86** PAGE: **10**



**NOTICE**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL RECORD OF THE SUBDIVISION LANDS RECORDED HEREON AND WILL, IN ALL CIRCUMSTANCES, BE SUPREMACY IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.  
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



KEY MAP: 1" = 1000'

SHEET 6 OF 10

MATCHLINE - SHEET 3

MATCHLINE - SHEET 5



**Dewberry**

320 SOUTH MANHATTAN AVENUE  
ORLANDO, FLORIDA 32801  
PHONE: 321.354.1000 FAX: 321.354.1004  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8051

**HIGHLANDS AT SUMMERLAKE GROVES PHASE 1**  
SITUATED IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

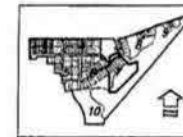
PLAT  
BOOK: **86** PAGE: **11**

**NOTICE**

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DEPOSITION OF THE SUBDIVISION LAYED OUT HEREIN AND WILL IN  
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COUNTY.

**SHEET INDEX**

SHEET 1: COVER SHEET/LEGEND  
SHEET 2: KEY SHEET/PLAT BOUNDARY  
SHEETS 3 - 10: DETAIL SHEETS



KEY MAP: 1" = 1000'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
CR1	142.77'	110.00'	24°21'32"	132.84'	N07°12'50"E
CR2	118.11'	61.00'	24°21'32"	106.68'	N07°12'50"E
CR3	16.98'	110.00'	08°22'37"	16.07'	N08°22'47"E
CR4	46.44'	110.00'	24°11'25"	46.14'	N03°50'47"E
CR5	50.11'	110.00'	26°36'57"	49.68'	N08°46'30"E



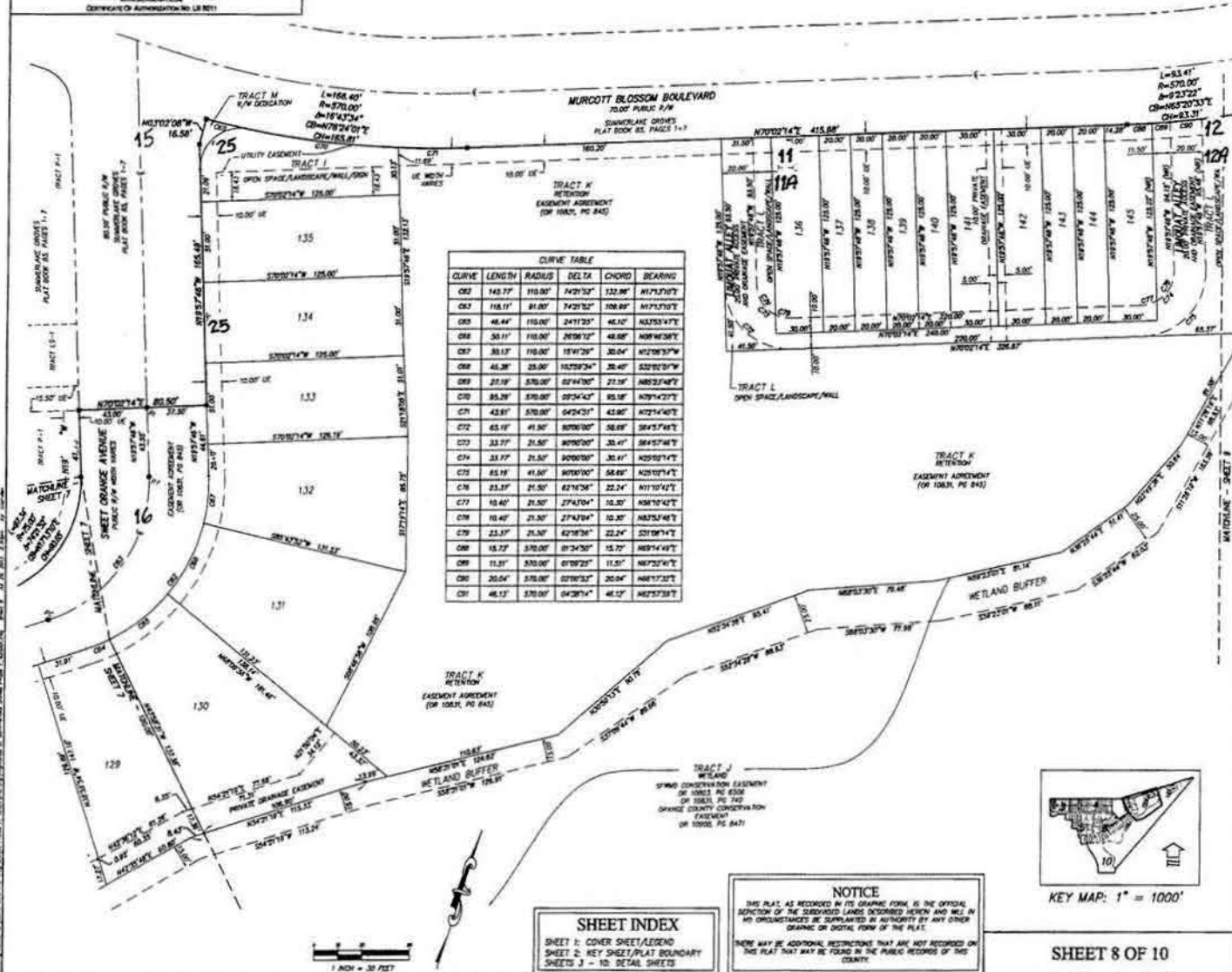
SHEET 7 OF 10




**Dewberry**

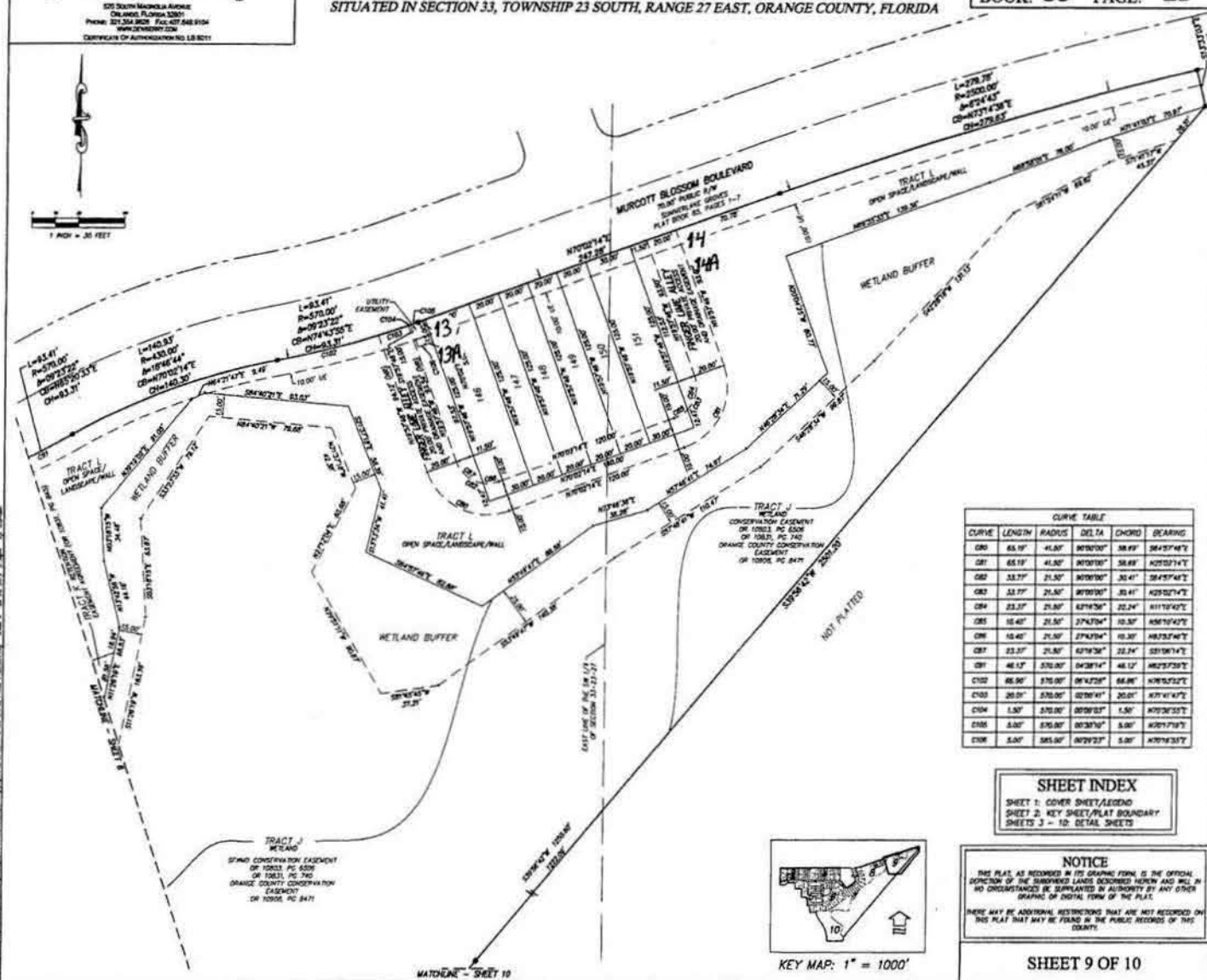
 820 SOUTH MANHATTAN AVENUE  
 ORLANDO, FLORIDA 32801  
 PHONE: 321.554.8800 FAX: 407.446.5104  
 WWW.DEBERRY.COM  
 CERTIFICATE OF AUTHORIZATION NO. LR 0011

# HIGHLANDS AT SUMMERLAKE GROVES PHASE 1 SITUATED IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

 PLAT  
 BOOK: **86** PAGE: **12**


**HIGHLANDS AT SUMMERLAKE GROVES PHASE 1**  
SITUATED IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

PLAT	
BOOK: <b>86</b>	PAGE: <b>13</b>

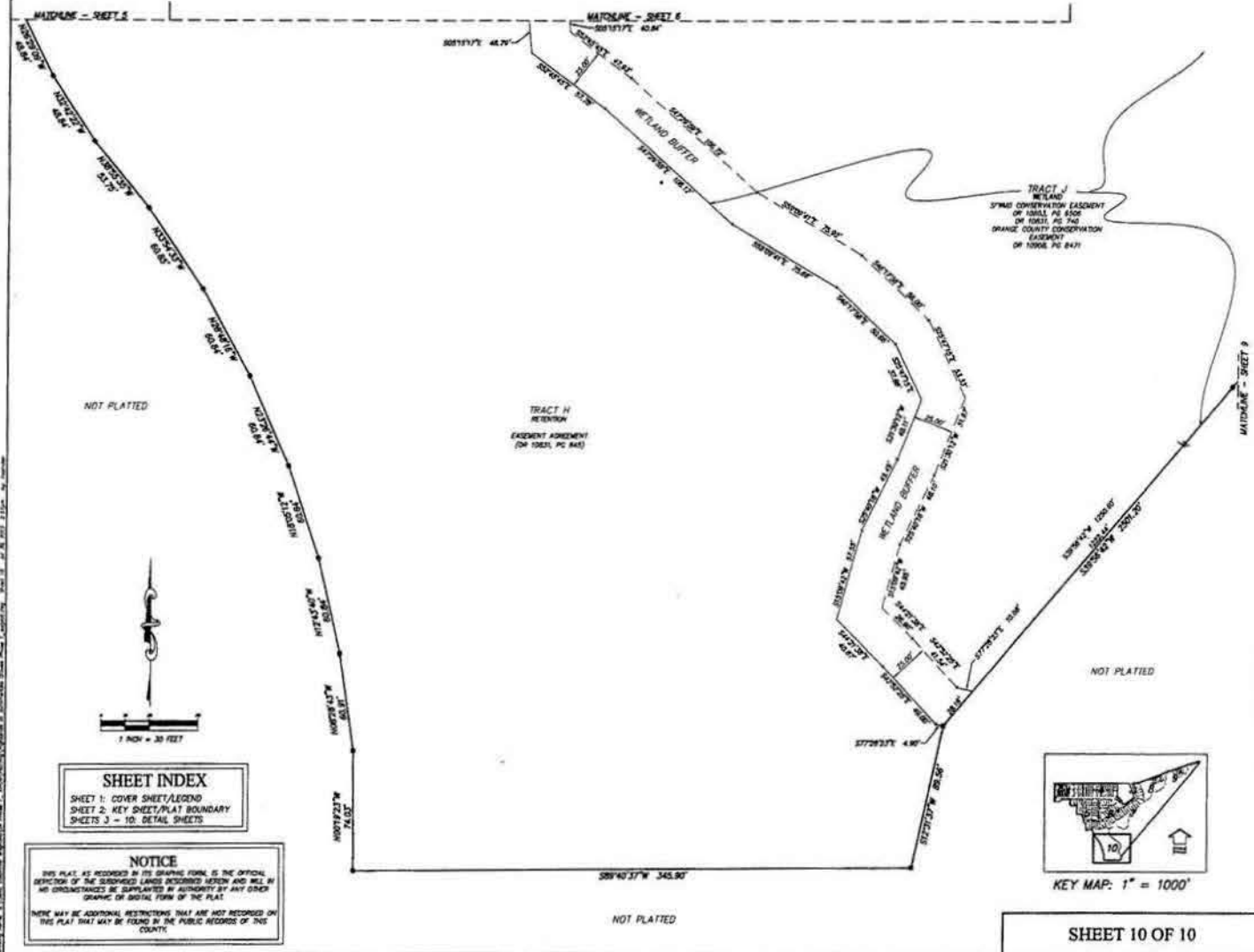


**Dewberry**

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801  
PHONE: 321.254.8000 FAX: 407.848.3104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 3011

**HIGHLANDS AT SUMMERLAKE GROVES PHASE 1**  
SITUATED IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

PLAT  
BOOK: **86** PAGE: **14**







Interoffice Memorandum

March 31, 2016

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department *MV*

CONTACT PERSON: Ruby Dempsey Rozier, Manager *gcik*  
Traffic Engineering

PHONE NUMBER: (407) 836-7890

SUBJ: **Installation of Traffic Control Devices and "No Parking" signs in Enclave at Maitland Boulevard (aka Retreat at Lake Bosse)**

Our staff recommends that the following traffic control devices be installed in Enclave at Maitland Boulevard (aka Retreat at Lake Bosse):

Install "STOP" signs on:

Lake Bosse View Drive at Magnolia Homes Road

Lake Bosse View Drive at Domenico Paul Way

The Fire Marshal recommends that the following "No Parking" signs be installed in Enclave at Maitland Boulevard (aka Retreat at Lake Bosse):

Install "NO PARKING" signs on:

Lake Bosse View Drive

Domenico Paul Way

**Action Requested: Approval of Traffic Control Devices and "No Parking" sign installations in Enclave at Maitland Boulevard (aka Retreat at Lake Bosse). District 2.**

MVM/RDR/AHW/nad

Attachments

**RETREAT AT LAKE BOSSE**  
A PORTION OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 29 EAST  
ORANGE COUNTY, FLORIDA  
DISTRICT # 2

**STOP STREET**

<u>(1)</u>	(Ft W)	on Lake Bosse View Drive at Magnolia Homes Road	00 00
<u>(2)</u>	(Ft E)	on Lake Bosse View Drive at Domenico Paul Way	00 00

**SPEED LIMIT 25 MPH**

<u>(3)</u>	(Ft W)	on Lake Bosse View Drive at Magnolia Homes Road
------------	--------	--

**END OF ROAD TREATMENT**

<u>(4)</u>	( FtN)	on Domenico Paul Way at Lake Bosse View Drive
<u>(5)</u>	( FtS)	on Domenico Paul Way at Lake Bosse View Drive

**NO PARKING with arrows**

<u>(6)</u>	on Lake Bosse View Drive from Magnolia Homes Road extending west to Domenico Paul Way on the south side
<u>(7)</u>	on Domenico Paul Way from Lake Bosse View Drive extending north to the end of the road on the east side and from Lake Bosse View Drive extending south to the end of the road on the east side

ahw/

3/31/2016





PUBLIC WORKS DEPARTMENT

JOSEPH C. KUNKEL, P. E., *Deputy Director*

4200 South John Young Parkway ■ Orlando, Florida 32839-9205

407-836-7972 ■ Fax 407-836-7766

e-mail: Joe.Kunkel@ocfl.net

November 25, 2015

Mr. Derek Henry  
M/I Homes of Orlando, LLC  
400 International Parkway, #470  
Lake Mary, Florida 32746

ORANGE COUNTY

DEC 1 2015

TRAFFIC ENGINEERING

Subject: **Issuance of Certificate of Completion**  
**Enclave at Maitland Boulevard (aka Retreat at Lake Bosse)**

Dear Mr. Henry:

This letter verifies that on November 16, 2015 the County Engineer issued a Certificate of Completion for the construction of Enclave at Maitland Boulevard (aka Retreat at Lake Bosse), Plat Book 86, Pages 95-96, Orange County Records.

Please be advised that this certificate does not relieve the developer of responsibility for the materials, workmanship, structural integrity, functioning, and maintenance of the required public improvements during the one (1) year period following issuance of the Certificate of Completion, or at the time the County Engineer issues the Approval for Maintenance.

Sincerely,

Joseph C. Kunkel, P.E.

JCK/sa

Enclosure

cc: Robert Dudas, Utilities Distribution Section Manager  
Jorge Reyes, Utilities Supervisor, Field Services Division  
Brian Matejcek, Project Manager, Field Services Division  
Brad Bell, Chief Utilities Inspector, Utilities Engineering Division  
County Surveyor, Survey Section, Public Works Engineering Division  
✓ Arthur Woods, Traffic Engineering Division  
Maricela Torres, Roads and Drainage Division  
George Shupp, Roads and Drainage Division (As-Built)  
Mirian Haughee, Stormwater Management Division  
Engineer of Record  
SJR/SF Water Management District

11. In order to recommend issuance of the "Certificate of Completion", the developer is to submit the following items to the County Engineer:

- ☒ a. Surveyor's certification that all P.R.M.'s, P.C.P.'s and lot corners and have been installed.
- ☒ b. Engineer's certification that environmental swales have been installed and sodded in accordance with approved plan.
- ☒ c. Engineer's certification of substantial completion in accordance with Section 34-210 of the Orange County Code and an original of engineer's WMD completion letter.
- ☒ d. Four (4) complete sets of "As-Built" drawings (3 for Orange County Utilities, 1 for Orange County Public Works) in accordance with Section 34-211 of the Orange County Code.
- ☒ e. An irrevocable letter of credit in accordance with Sections 34-203 and 34-290 of the Orange County Code.
- ☒ f. Payment for street and traffic signs:

No Parking	<u>12</u>	(\$80.00 ea.) = \$	<u>960.<sup>00</sup></u>
6" Street Signs	<u>2</u>	(\$80.00 ea.) = \$	<u>0.<sup>00</sup></u>
Stop Signs	<u>2</u>	(\$105.00 ea.) = \$	<u>0.<sup>00</sup></u>
Yield 36x36x36	<u>2</u>	(\$105.00 ea.) = \$	<u>0.<sup>00</sup></u>
No Outlet	<u>2</u>	(\$105.00 ea.) = \$	<u>0.<sup>00</sup></u>
Speed Limit	<u>2</u>	(\$98.00 ea.) = \$	<u>196.<sup>00</sup></u>
Keep Right 24x30	<u>2</u>	(\$87.00 ea.) = \$	<u>0.<sup>00</sup></u>
Dead End 30x30	<u>2</u>	(\$105.00 ea.) = \$	<u>0.<sup>00</sup></u>
Dead End Assembly	<u>6</u>	(\$77.00 ea.) = \$	<u>462.<sup>00</sup></u>
18" Object Marker	<u>2</u>	(\$49.00 ea.) = \$	<u>0.<sup>00</sup></u>
One Way Sign	<u>2</u>	(\$78.00 ea.) = \$	<u>0.<sup>00</sup></u>
9" Stop/Street	<u>2</u>	(\$221.00 ea.) = \$	<u>442.<sup>00</sup></u>
6" Stop/Street	<u>2</u>	(\$153.00 ea.) = \$	<u>0.<sup>00</sup></u>

TOTAL = \$ 2060.<sup>00</sup>

Check is to be made payable to the Orange County Board of County Commissioners.

- ☒ g. A certified utility cost and "Bill of Sale" for utilities to be owned by Orange County. For water and/or wastewater systems that will not be owned by Orange County the Developer must submit completion documentation from utility company or F.D.E.P.'s clearance for use.
- ☒ h. Retention pond maintenance guarantee (see F24 of Development Engineering Division supplement to subdivision regulations).
- ☒ i. Underdrain certification by geotechnical engineer in accordance with Section 34-266 of the Orange County Code.
- ☒ j. Certification that electric service has been installed or proof of payment for the cost of installation from the power company.
- ☒ k. Installation of entryway gate box labeled "Orange County" in

PLAT BOOK **86** PAGE **95**

County Comptroller and for Orange County, Florida

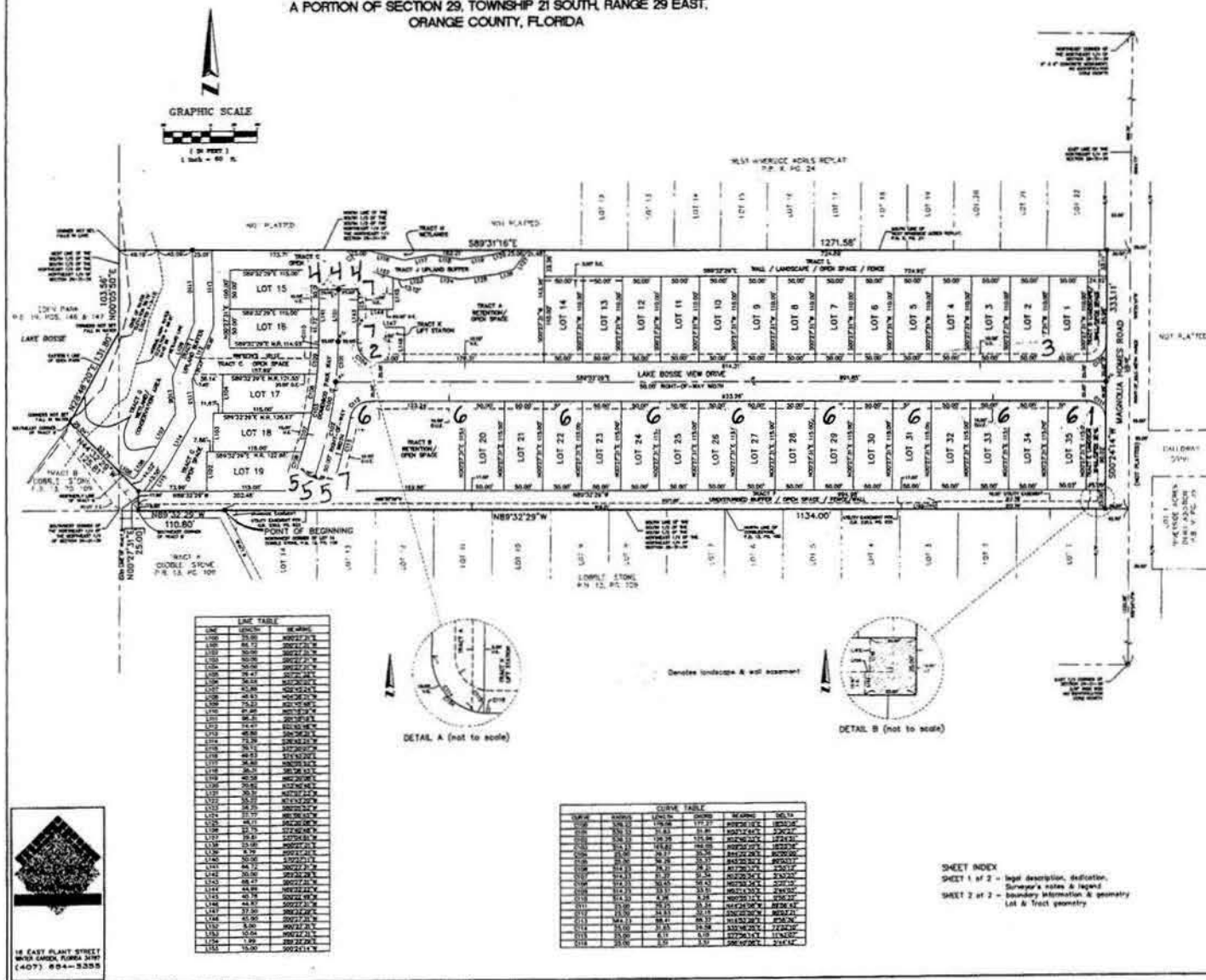
By [Signature]

SEAL

# **RETREAT AT LAKE BOSSE** A PORTION OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

SHEET 2 OF 2

PLAT BOOK **86** PAGE **96**





Interoffice Memorandum

April 28, 2016

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department *M*

CONTACT PERSON: Ruby Dempsey Rozier, Manager  
Traffic Engineering Division *JCK*

PHONE NUMBER: (407) 836-7890

SUBJ: Establishment of a "No Parking" Zone on Glitter Court

A concerned citizen has requested that a "No Parking" zone be established on both sides of Glitter Court on school days from 2:00 PM to 4:00 PM.

A survey of the property owners determined that 86% of the returned ballots support the installation of a "No Parking" zone on both sides of Glitter Court on school days from 2:00 PM to 4:00 PM.

Staff recommends that the Board approve the establishment of a "No Parking" zone on both sides of Glitter Court on school days from 2:00 PM to 4:00 PM.

**Action Requested:** 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.

MVM/RDR/CSY/nad

Attachments



# Glitter Court Circle Consent Agenda Location Map

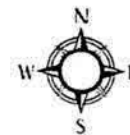


 Proposed "No Parking" signs

District 1: Commissioner S. Scott Boyd



# Glitter Court Consent Agenda District Map



**District 1 : Commissioner S. Scott Boyd**

No Parking on both sides of Glitter Court on school days 2:00 PM to 4:00 PM

Property Owner	Address	Comment	Signature	
			Yes	No
Linden+Polly Parchment	8002 Glitter Court			4
Ronald Betta	8038 Glitter Court		4	
Bill + Brenda Scoeneberg	8014 Glitter Court		4	
Joan Radziewier	8019 Glitter Court		4	
Gayle Lamson	8056 Glitter Court		4	
Veronica Dewind	8026 Glitter Court		4	
Christine D Rienco	8032 Glitter Court		4	

Percent in favor: 86%  
# Responded: 7



Interoffice Memorandum

I. CONSENT AGENDA  
PUBLIC WORKS  
DEPARTMENT  
6

April 28, 2016

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department *MM*

CONTACT PERSON: Ruby Dempsey Rozier, Manager  
Traffic Engineering Division *gck*

PHONE NUMBER: (407) 836-7890

SUBJ: Establishment of a "No Parking" Zone on Gleam Court

A concerned citizen has requested that a "No Parking" zone be established on both sides of Gleam Court on school days from 2:00 PM to 4:00 PM.

A survey of the property owners determined that 100 % of the returned ballots support the installation of a "No Parking" zone on both sides of Gleam Court on school days from 2:00 PM to 4:00 PM.

Staff recommends that the Board approve the establishment of a "No Parking" zone on both sides of Gleam Court on school days from 2:00 PM to 4:00 PM.

**Action Requested:** 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.

MVM/RDR/CSY/nad

Attachments

# Gleam Court Consent Agenda Location Map



 Proposed "No Parking" signs

District 1: Commissioner S. Scott Boyd



# Gleam Court Consent Agenda District Map



District 1 : Commissioner S. Scott Boyd

No Parking on both sides of Gleam Court on school days 2:00 PM to 4:00 PM

Property Owner	Address	Comment	Signature	
			Yes	No
Gerald Guarino	10508 Gleam Court		4	
Redouan Cherkaocii	10514 Gleam Court		4	
Paulette Herron	10526 Gleam Court		4	
Lisa M Elorza	10520 Gleam Court		4	

Percent in favor: 100%  
 # Responded: 4





Interoffice Memorandum


I. CONSENT AGENDA  
PUBLIC WORKS  
DEPARTMENT  
7

April 28, 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: Establishment of a "No Parking" Zone on Diamond Cove Circle

A concerned citizen has requested that a "No Parking" zone be established 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.

A survey of the property owners determined that 100 % of the returned ballots support the installation of 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.

Staff recommends that the Board approve the establishment of 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.

**Action Requested:** 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.

MVM/RDR/CSY/

Attachments

# Diamond Cove Circle Consent Agenda Location Map



 Proposed "No Parking" signs

District 1: Commissioner S. Scott Boyd



No Parking on both sides of road from 8100 Diamond Cove Circle through 8138  
Diamond Cove Circle on school days 2:00 PM to 4:00 PM

Property Owner	Address	Comment	Signature	
			Yes	No
Marian Kalmav	8100 Diamond Cove Cir		④	
Sam Dienes	10550 Gleam Ct		④	
Gayle Lambery	8056 Glitter Ct		④	
Ian & Gina Osullivan	8070 Solitaire Ct		④	

Percent in favor: 100%  
# Responded: 4



Interoffice Memorandum

April 28, 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: Establishment of a "No Parking" Zone on Solitaire Court

A concerned citizen has requested that a "No Parking" zone be established on both sides of Solitaire Court on school days from 2:00 PM to 4:00 PM.

A survey of the property owners determined that 100 % of the returned ballots support the installation of a "No Parking" zone on both sides of Solitaire Court on school days from 2:00 PM to 4:00 PM.

Staff recommends that the Board approve the establishment of a "No Parking" zone on both sides of Solitaire Court on school days from 2:00 PM to 4:00 PM.

**Action Requested: 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.**


MVM/RDR/CSY/nad

Attachments



# Solitaire Court Consent Agenda Location Map



 Proposed "No Parking" signs

District 1: Commissioner S. Scott Boyd



# Solitaire Court Consent Agenda District Map



**District 1 : Commissioner S. Scott Boyd**

No Parking on both sides of Solitaire Court on school days 2:00 PM to 4:00 PM

Property Owner	Address	Comment	Signature	
			Yes	No
Lawrence Loft	8033 Solitaire Court		<input checked="" type="checkbox"/>	
Stephen Nigro	8016 Solitaire Court		<input checked="" type="checkbox"/>	
Maris Quivron	8052 Solitaire Court		<input checked="" type="checkbox"/>	
Gina O'sullivan	8070 Solitaire Court		<input checked="" type="checkbox"/>	
Colleen Marshall	8046 Solitaire Court		<input checked="" type="checkbox"/>	
Carolyn Mccauley Barry	8064 Solitaire Court		<input checked="" type="checkbox"/>	
Jody Murphy	8051 Solitaire Court		<input checked="" type="checkbox"/>	
Marisa Luciapallo	8057 Solitaire Court		<input checked="" type="checkbox"/>	
Bethany Stone	8004 Solitaire Court		<input checked="" type="checkbox"/>	
Leroy Harris	8058 Solitaire Court		<input checked="" type="checkbox"/>	
Elbert Valerie Sweet	8040 Solitaire Court		<input checked="" type="checkbox"/>	
Seri Ajiemian	8028 Solitaire Court		<input checked="" type="checkbox"/>	

Percent in favor: 100%  
# Responded: 12



Interoffice Memorandum

I. CONSENT AGENDA  
PUBLIC WORKS  
DEPARTMENT  
9

April 26, 2016

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department *M*

CONTACT PERSON: Ruby Dempsey Rozier, Manager  
Traffic Engineering Division *JCK*

PHONE NUMBER: (407) 836-7890

SUBJ: Construction of Speed Humps on Acadian Drive

At the request of the residents on Acadian 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 Acadian 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.

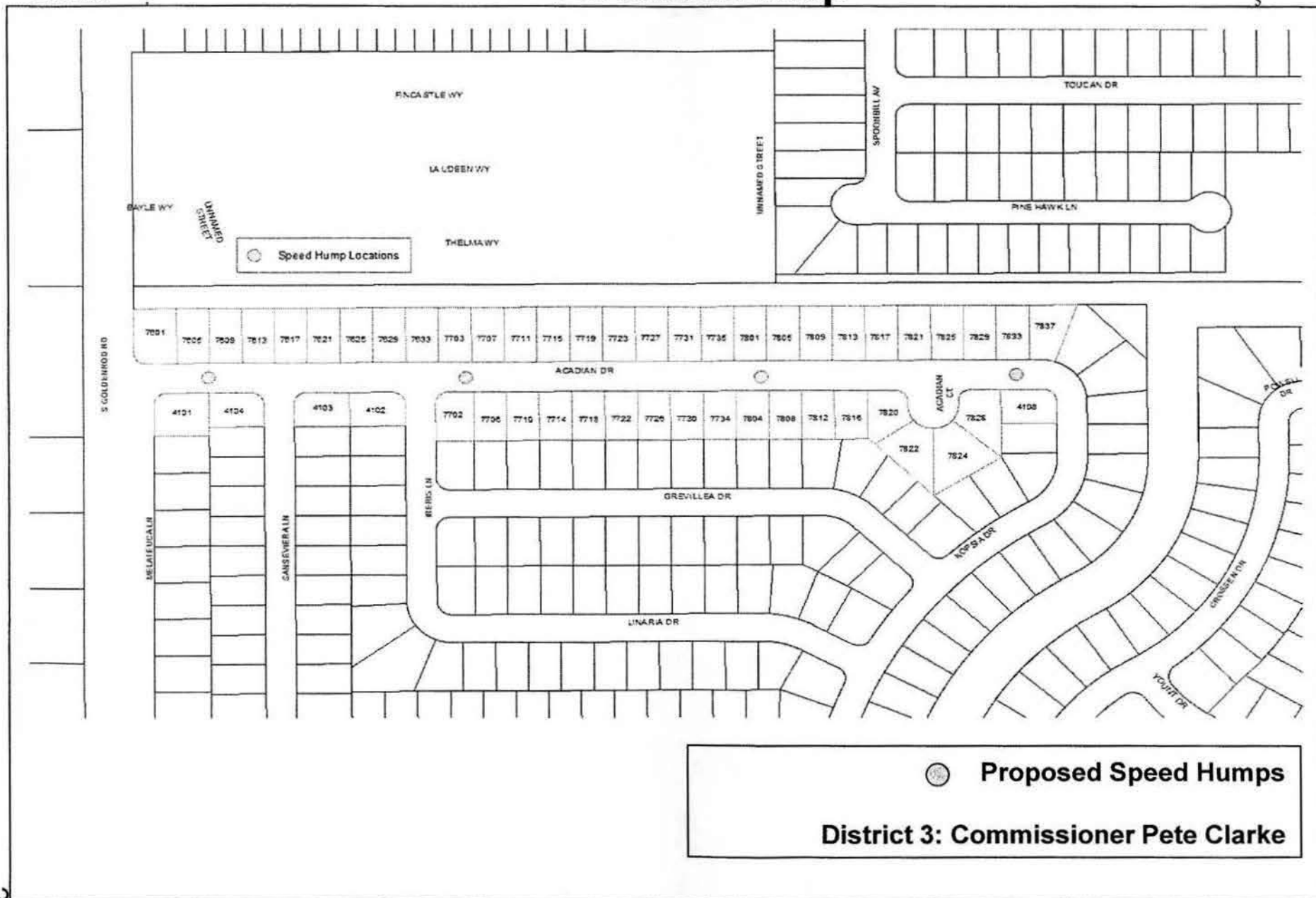
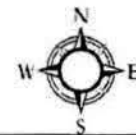
The result of the survey was that 94% of the returned ballots from property owners supported the installation of speed humps. The current plan is to install four speed humps on Acadian Drive. The project is being funded by Commission District 3 and Public Works.

**Action Requested: Approval to construct speed humps on Acadian Drive.  
District 3.**

MVM/RDR/FCY/nad

Attachments

# Acadian Drive Consent Agenda Location Map





# Acadian Drive Consent Agenda District Map



District 3: Commissioner Pete Clarke



**Interoffice Memorandum**

I. CONSENT AGENDA  
PUBLIC WORKS  
DEPARTMENT  
10

May 3, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department 

CONTACT PERSON: Raymond L.A. Williams, P.E., Acting Manager  
Engineering Division, Public Works Department 

PHONE NUMBER: (407) 836-7908

SUBJ: **Interlocal Agreement between Orange County and the City of Winter Garden regarding the Intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road**

Due to the traffic constraints that exist at the intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road, Orange County and the City of Winter Garden (City) have agreed that a roundabout shall be constructed at this intersection. The total cost of the project is \$1,500,000. Orange County will contribute no more than half of the project cost or \$750,000 towards the roundabout. The amount of \$500,000 will be allocated from the Capital Improvements Program for intersection improvements, while \$250,000 is expected to be contributed from the District 1 INVEST in Our Homes for Life funds. The County will also convey the right-of-way depicted on Exhibit B of the agreement to the City. The City will design, permit, relocate utilities as necessary, acquire any additional right-of-way and construct the roundabout. The City will own, operate and maintain the roundabout area. The Public Works Engineering Division, Risk Management, and the County Attorney's Office have reviewed the agreement and find the terms and conditions acceptable.

**Action Requested:** Approval and execution of (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.

MVM/RLAW/vp

Attachments:  
Signed Agreement (3)



THIS INSTRUMENT PREPARED BY  
AND RETURN TO AFTER RECORDING:

A. KURT ARDAMAN, ESQUIRE  
FISHBACK, DOMINICK  
1947 LEE ROAD  
WINTER PARK, FLORIDA 32789

**INTERLOCAL AGREEMENT**  
between  
**ORANGE COUNTY**  
and the  
**CITY of WINTER GARDEN**  
regarding the  
**INTERSECTION**  
of  
**STONEBROOK WEST PARKWAY/ROBERSON ROAD**  
and  
**WINDERMERE ROAD**

**THIS INTERLOCAL AGREEMENT ("Agreement")** is made and entered into by and between **Orange County, Florida**, a political subdivision and charter county existing under the laws and constitution of the State of Florida ("County") at Post Office Box 1393, Orlando, Florida 32802-1393 and **City of Winter Garden**, a Florida municipal corporation ("City") at 300 West Plant Street, Winter Garden, Florida 34787.

WITNESSETH:

**WHEREAS**, County has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements;

**WHEREAS**, City has authority pursuant to Section 166.021, Florida Statutes, to enter into agreements;

**WHEREAS**, all roads which are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads;

**WHEREAS**, a "road" is defined by Section 334.03(22), Florida Statutes, as "a way open to travel by the public, including, but not limited to, a street, highway, or alley, including, but not limited to, associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges [and] tunnels . . .";

**WHEREAS**, the term "road" as defined by Section 334.03(22), Florida Statutes, also implicitly includes, but is not limited to, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs);

**WHEREAS**, according to Section 335.01(2), Florida Statutes, public roads are divided into four systems: (1) the "county road system"; (2) the "city street system"; (3) the "State Highway System"; and (4) the "State Park Road System";

**WHEREAS**, the "county road system" is defined by Section 334.03(8), Florida Statutes, as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System";

**WHEREAS**, the "city street system" is defined by Section 334.03(3), Florida Statutes, as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system";

**WHEREAS**, pursuant to Section 335.0415(1), Florida Statutes, the jurisdiction of public roads and the responsibility for operation and maintenance within the right-of-way of any road within the State, county, and municipal road systems shall be that which existed on June 10, 1995;

**WHEREAS**, under Section 335.04(2), Florida Statutes, the predecessor statute to Section 335.0415, Florida Statutes, each local government's responsibilities were expressly described therein, and

the responsibility of a county for the operation and maintenance of any roads under its jurisdiction that extended into and through a municipality was limited to the roadbed, curbs, culverts and drains, but did not include sidewalks, embankments and slopes;

**WHEREAS**, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

**WHEREAS**, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred between those jurisdictions only by mutual agreement of those local governmental entities;

**WHEREAS**, the intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road (the "Intersection") is part of the County road system, and is therefore controlled and maintained by the County, notwithstanding that the City's jurisdictional boundaries abut the west side of Windermere Road;

**WHEREAS**, however, traffic to and from the City passes through the Intersection and the operation of this intersection affects the citizens, property owners and businesses of City;

**WHEREAS**, the County and the City have determined that traffic constraints exist at the Intersection;

**WHEREAS**, the County and the City have evaluated potential modifications and improvements at the Intersection to alleviate traffic constraints and to enhance safety at the Intersection and have determined that the design, permitting, construction, and operation of a roundabout at the Intersection will alleviate some of the traffic constraints and enhance the Intersection's safety;

**WHEREAS**, the County and the City each desires to contribute to and cooperate in designing, permitting, and constructing a roundabout at the Intersection (the "Intersection Project" or "Project") for the mutual benefit of the citizens, property owners, and businesses of both the City and the County, according to the terms herein described;

**WHEREAS**, furthermore, the City is willing to own (or accept dedication of, whatever the case may be), operate, maintain, control, and have responsibility over the Intersection;

**WHEREAS**, therefore, this Interlocal Agreement is also intended to transfer the Roundabout Area as defined below from the County's road system to the City's city street system for purposes of operation and maintenance, and/or to act as an acknowledgment by the City of its jurisdiction and authority to operate and maintain the Roundabout Area;

**WHEREAS**, moreover, this Interlocal Agreement is intended to apply and shall be construed as applying to the subject of which party has jurisdiction to control traffic at the Roundabout Area (see Section 316.006, Florida Statutes); and

**WHEREAS**, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which law enforcement authority (the City's Police Department or the Orange County Sheriff's Office) has jurisdiction to enforce traffic laws at the subject intersection area (see Section 316.640, Florida Statutes).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, County and City agree as follows:

**Section 1. Recitals.** The foregoing Recitals are true and correct and form a material part of this Agreement.

**Section 2. City's Responsibilities for Intersection Project.**

(a) **Project Management.** The City shall manage, design, obtain necessary permits, rights-of-way, and other rights and interests for, and construct the Intersection Project. Once the Intersection Project is completed, the City shall have responsibility for all future maintenance, improvements, replacement, repair, relocation, inspection, and modification of the proposed improvements within the Roundabout Area. The "Roundabout Area" is defined as the area that includes the proposed roundabout at the Intersection (and associated right-of-way) and approximately five hundred (500) linear feet of the

roadway and associated right-of-way along all four (4) legs of the roundabout extending from the edge of the circle constituting the outer edge of the roundabout, which Roundabout Area is graphically depicted on the attached **Exhibit "A."** Once the Intersection Project is completed, any and all repairs, replacement, relocation, improvement, inspection, modification, maintenance, and other actions related to utilities owned or controlled by the County in the Roundabout Area shall be at the County's sole expense, when necessitated or caused by actions of the County (which expense is not included as part of the County's maximum expenditures under this Agreement) or shall be at the City's sole expense, when necessitated or caused by actions of the City (which expense is not included as part of the City's maximum expenditures under this Agreement).

(b) **Costs.** All actual design, permitting and construction costs for the Project including, without limitation, utility relocation, easement and right-of-way acquisition, and actual costs for acquiring any needed licenses and other rights and interests, shall be deemed "Project Costs." The City shall pay: (i) fifty percent (50%) of the "Project Costs," where the total of the Project Costs do not exceed \$1,500,000.00; and (ii) one hundred percent (100%) of any portion of the Project Costs that exceed \$1,500,000.00.

(c) **Utility Relocation.** The City shall be responsible for performing any utility relocation necessary to carry out the Intersection Project, and the costs therefore shall be paid as provided in this Agreement. The estimate for costs associated with such relocation shall first be communicated to the County for approval. If the County fails to approve or disapprove such estimates within thirty (30) days, the costs shall be deemed approved. To the extent that a utility relocation cost is included in the construction contract, the above notice provision requiring notice and approval is waived. Notwithstanding the foregoing, the fifty-four inch (54") diameter Water Conserv II transmission main located along the west side of Windermere Road that crosses the southern side of the intersection in question and traverses on the south side of Roberson Road shall not be relocated. Moreover, a protective

slab that is at least six-inches (6") deep and eight feet (8') wide shall be placed over the 54" transmission main.

(d) **Acquisition of Rights.** Other than County rights-of-way, County easements, and other property rights and licenses owned by the County which are needed for the Intersection Project, as set forth in the County Deed described in Section 5(a) of this Agreement (and excluding the County's and the City of Orlando's Conserv II easement, which shall remain with the County and the City of Orlando), the City shall be responsible for acquiring any other necessary rights-of-way, easement rights, property rights, stormwater areas, license rights, and any other interests or rights necessary or appropriate to carry out the Intersection Project and the costs thereof shall be paid by the parties as provided in this Agreement. The estimate for the costs associated with any such acquisitions, must first be communicated to the County for approval. If the County fails to approve or disapprove such estimate within thirty (30) days, the costs shall be deemed approved.

(e) **Permits.** The City shall be responsible for obtaining all permits and authorizations from agencies other than the County, including but not limited to water management district permits and the costs thereof shall be paid by the parties as provided in this Agreement.

(f) **County Approval.** The City must obtain County approval as follows.

(i) Request for Qualifications. Before issuing the Request for Qualifications ("RFQ") for the design of the Intersection Project, the City shall give the County fifteen (15) days to review and approve such RFQ. If the County does not approve or disapprove the RFQ within such fifteen (15) day period, the RFQ shall be deemed approved by the County.

(ii) Contracts. Before entering into a contract for the design, permitting, relocation or construction of the Intersection Project, the City shall provide the County with a copy of each such contract for approval. If the County does not approve or disapprove any such contract within thirty (30) days of delivery of the contract to the County, the contract shall be deemed approved by the County. The



City shall provide the County with a copy of all fully executed contracts within five (5) working days after execution by the last party to approve and sign it.

(iii) Construction Plans. During the design process, the City shall submit, at the following plan percent completion stages, 30%, 60%, 90%, and final plans for the construction of the Intersection Project, to the County (and the City of Orlando, c/o Victor Godlewski, Wastewater Division Manager, 5100 L. B. McLeod Road, Orlando, Florida, 32811) for the County's review and comment, though County approval is only necessary for the final plans. Before awarding the construction contract, the City must obtain approval of the final plans by the County, which shall have thirty (30) days from delivery to the County to review such plans. Failure by the County to approve or disapprove the plans within such thirty (30) day period shall be deemed approval of the plans.

(iv) Payments. Before making a payment under a construction contract associated with the Intersection Project, the City shall provide the County with a copy of the invoice for such payment, for the County's approval. Failure by the County to approve or disapprove the payment within ten (10) business days following delivery of the invoice to the County shall be deemed approval of the payment. The City shall provide the County with copies of payment invoices under the design contract, but shall not be required to obtain County approval for such payments.

(g) Timeline. The City shall make a good faith effort to ensure that design of the Intersection Project is completed within twelve (12) months from the date that this Agreement is executed and delivered by and between both parties. The City shall make a good faith effort to ensure that construction of the Intersection Project is completed within twenty four (24) months from the final approval by the City and County of the final design plans.

(h) Delays, overruns, etc. The City shall timely communicate to the County any material delays, cost overruns, and substantive design issues that may arise throughout the Intersection Project.

(i) Completion of Intersection Project. The City shall ensure that the Intersection Project is completed pursuant to the applicable plans. Upon completion of the Intersection Project, the City's

Public Works Director shall promptly so notify the County's Public Works Director. The completion date shall be the date when the City's Public Works Director provides such notification to the County's Public Works Director.

**Section 3. County's Responsibilities for Intersection Project.**

(a) **Costs.** The County shall pay fifty percent (50%) of the Project Costs, provided that the County's share of the Project Costs shall not exceed \$750,000.00 under any circumstances. The County shall make payments according to the following schedule:

(i) Design Costs. Upon the City issuing a Notice to Proceed to the design contractor/consultant, the County shall, within thirty (30) days' notice, pay the City one half of the contract price of the design contract, which one half amount shall not exceed \$100,000.00. Thereafter, for any change orders or design contract amendments, the County shall, within thirty (30) days' notice, pay the City one half of such change order or amendment.

(ii) Construction and Right-of-Way Costs. Upon the City issuing a Notice to Proceed to the construction contractor, the County shall, within thirty (30) days' notice, pay the City one half of the right-of-way costs, one half of the contract price of the construction contract, and one half of the other Project Costs, subject to the County's \$750,000.00 maximum contribution. Thereafter, for any change orders or construction contract amendments, the County shall, within thirty (30) days' notice, pay the City one half of such change order or amendment, subject to the County's \$750,000.00 maximum contribution.

(b) **Documentation.** Within thirty (30) days of the Effective Date of this Agreement, at no cost to the City, the County shall provide the City with: (i) copies of all surveys, soils reports, utility plans and utility locations and other plans, studies, and data that the County has or has access to related to the Roundabout Area; (ii) construction plans for the County's work relating to a potential, conventional signalized intersection with turn lanes at the subject intersection; (iii) information and documentation identifying County owned property potentially impacted by the Project; and (iv) other information and

documentation deemed appropriate by the City for carrying out the Intersection Project. This obligation on the County's part to provide the City with such documentation shall not be construed to mean that the County attests to the accuracy and/or completeness of such documentation. Furthermore, this obligation on the County's part does not relieve the City or its contractors of their responsibility to find and verify all public records, or to do their own due diligence.

(c) **Permits.** At no cost to the City, the County shall, upon request by the City, grant the City all County permits and authorizations appropriate or necessary for the City to carry out the Intersection Project, including but not limited to right-of-entry and right-of-way use permits. The County waives all fees associated with such permits and authorizations.

(d) **Conveyance of Rights and Jurisdiction.** At no cost to the City, the County shall timely convey County rights-of-way, County easements, County temporary construction easements, County property rights, County license rights, and any other rights and interests owned by the County which are necessary for the City to carry out the Intersection Project, as set forth in the County Deed described in Section 5(a) of this Agreement (and excluding the County's and the City of Orlando's Conserv II easement, which shall remain with the County and the City of Orlando), and consistent with the City's responsibilities regarding the Roundabout Area (the "County's Conveyance"). *The County's Conveyance shall occur not later than sixty (60) days after the effective date of this Agreement.* To the extent the County owns any property or use interests in areas outside of the legal description in the County Deed which property or use interests lie within the Roundabout Area or are needed for the Intersection Project and the County is not prohibited from conveying such interests or allowing the City to use such areas for the Intersection Project, the County will, upon the City's request, either convey such interests to the City or allow the City to use such area for the Intersection Project, at no cost to the City, and such conveyance or use shall not count toward the amount expended by the County under this Agreement.

(e) **Inspection.** The County shall have the right, at its discretion, to inspect the Intersection Project through the construction phase.

(f) **County Costs.** For all costs for which the County is responsible, the County shall pay the City directly. The costs for or related to all work, plans and documents that accrued *before*, or *exist as of*, the Effective Date of this Agreement and the County's costs for matters under subsections 3(b), 3(c), 3(d) and 3(e) under this Agreement are *not* included or counted as monetary expenditures by either party for purposes of determining the amount of money expended by either party pursuant to this Agreement.

(g) **County Disapproval of Estimates, Costs, Payments, or Plans.** To the extent the County disapproves or objects to any estimates, costs, payments or plans where authorized under this Agreement, the parties shall attempt to reach agreement on such issue within thirty (30) days of the County's disapproval or objection, or within such additional time as may be agreed upon by the City and the County. If the parties cannot reach agreement on such issue, the City shall ensure that the Project is completed pursuant to the applicable plans and the parties shall remain responsible for all of their respective obligations and responsibilities under this Agreement.

#### **Section 4. Jurisdiction of Roundabout Area; Scope; Limitations.**

(a) **Transfer of Jurisdiction.** The County transfers to the City, and the City accepts and acknowledges jurisdiction over, the Roundabout Area, effective as of the date of the County's Conveyance as provided in Section 3(d) hereof.

(b) **Scope of Jurisdiction.** The City's jurisdiction to operate and maintain the Roundabout Area means the authority and responsibility to maintain, control, repair, replace, inspect, modify, or improve such area, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, guide, or control traffic in such area as authorized under Section 316.006, Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such Roundabout Area. Therefore, on the date of the County Conveyance, the Roundabout Area shall be deemed to be a part of the City's "city street system" for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived,

liability for torts arising from events occurring after the date of the County's Conveyance shall be in the City. However, nothing in this Agreement waives or is intended to waive the sovereign immunity of the City (or the County for events occurring on or before the date of the County's Conveyance). Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to the Roundabout Area that the City has with relation to other public roads and rights-of-way within the City.

(c) **Limitations.** Unless otherwise agreed to in advance by the County, the City shall not close or barricade the Roundabout Area to vehicular traffic, other than temporarily for road maintenance, road repair, accidents, or miscellaneous special events, such as road races.

**Section 5. Deed; Vesting of Title.**

(a) **County Deed.** Pursuant to Section 3(d), within sixty (60) days after the effective date of this Agreement, the County shall execute and deliver to the City a deed in favor of the City substantially in the form attached hereto as **Exhibit "B"** for the portions of the Roundabout Area that the County holds a property interest *and* that are specifically described in the legal description and sketch of description attached to **Exhibit "B"** as **Schedule "A"** ("County Deed"). Within fifteen (15) days after receipt of the County Deed, the City shall accept the County Deed by recording it in the Official Records of Orange County at the City's expense and send copies of the recorded County Deed to the County Administrator and the County Public Works Director at their respective addresses set forth in Section 6(g).

(b) **Vesting of Title.** The County Deed described in Section 5(a) of this Agreement shall constitute the deed required under Section 337.29(3), Florida Statutes, in order to vest title in the Roundabout Area in the City. Accordingly, upon the recording of the County Deed, title in the Roundabout Area shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

**Section 6. General Provisions.**

(a) **Validity.** The County and City each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on any claim of illegality, invalidity or unenforceability of any nature.

(b) **Governing Law; Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. Both parties waive any trial by jury.

(c) **Remedies.** Upon any failure of either party to perform its obligations under this Agreement, the aggrieved party shall have the right to pursue any remedy available in law, equity, or otherwise, but before a court action is maintained, such party must comply with the mandatory negotiation procedures described in Chapter 164, Florida Statutes, incorporated herein by reference.

(d) **Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the Intersection Project and the transfer of jurisdiction of the Roundabout Area. Those portions of any previous agreements and understandings of the parties with respect to the Intersection Project and the Roundabout Area that are inconsistent with this Agreement are pre-empted by this Agreement.

(e) **Amendments and Waivers.** Any amendments to this Agreement shall only be deemed enforceable if in writing and signed by all parties hereto. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. Any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.

(f) **Sovereign Immunity.** Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, by either party. The foregoing shall not



constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

(g) **Notices.** All notices, elections, requests, and other communications hereunder shall be in writing and shall be deemed given and received in the following circumstances: (i) when personally delivered; or (ii) three business days after being deposited in the United States Mail, postage prepaid, certified or registered; or (iii) the next business day after being deposited with a recognized overnight mail courier delivery service; or (iv) when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. All notices, elections, requests, and other communications hereunder shall be addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: County Administrator  
Post Office Box 1393  
Orlando, Florida 32802

With a copy to: Public Works Director  
Orange County Public Works  
4200 S. John Young Parkway  
Orlando, Florida 32839-9205  
Phone: (407)-836-7970  
Telecopy: (407)-836-7716

If to City: City Manager, Mike Bollhoefer  
300 West Plant Street  
Winter Garden, Florida 34787  
Phone: (407) 656-4111  
Telecopy: (407) 656-4952

With a copy to: City Attorney, A. Kurt Ardaman  
Fishback Dominick  
1947 Lee Road  
Winter Park, Florida 32789  
Phone: (407) 262-8400  
Telecopy: (407) 425-2863

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Also, a party may change its address or official for notice purposes by giving the other party notice as provided herein.

(h) **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement, and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language and wording herein shall be construed equally against the parties.

(i) **Headings.** The headings or captions of sections or subsections used in this Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they intended to affect the construction of or to be taken into consideration in interpreting this Agreement.

(j) **Effective Date.** This Agreement shall take effect on the date of approval by the County, or on the date of approval by the City, whichever date is later ("Effective Date").

**IN WITNESS WHEREOF,** the County and the City have caused this Agreement to be executed on their respective behalf as of the dates written below.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Date: \_\_\_\_\_, 2016

ATTEST: MARTHA O. HAYNIE, County Comptroller,  
as Clerk of the Board of County Commissioners

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

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

CITY OF WINTER GARDEN, FLORIDA

By: City Commission

By: John Rees  
John Rees, Mayor

Date: APRIL 28, 2016

Attest:

By: Amel Martello


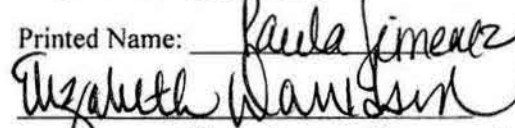
Print Name: AMEL MARTELLO

JOINDER AND CONSENT TO INTERLOCAL AGREEMENT


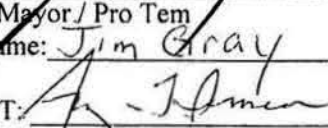
The undersigned, by virtue of its 50% undivided interest in that certain Permanent Utility Easement conveyed on May 23, 1984, and recorded in Official Records Book 3509, Page 1513, of the Public Records of Orange County, Florida, joins in and consents to the Interlocal Agreement solely to acknowledge the City of Orlando's consent to Section 2(c)-(d) and (f)(iii), and the transfer of jurisdiction to the City of Winter Garden of portions of Roberson Road and Windermere Road at the intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road contained within the Roundabout Area as that term is defined in the Interlocal Agreement, and for no other purpose whatsoever.

Signed, sealed, and delivered  
in the presence of:


Witnesses:

  
Printed Name: Paula Jimenez  
  
Printed Name: Elizabeth Davidson

CITY OF ORLANDO

By:   
Mayor / Pro Tem  
Print Name: Jim Gray  
ATTEST:   
Amy T. Ienacco, Interim City Clerk

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance  
of the City of Orlando, Florida only.

5/11, 2016  
  
Chief Assistant City Attorney  
Orlando, Florida

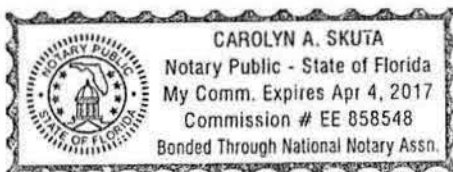
Print Name: Ry Bryan

STATE OF FLORIDA  
COUNTY OF ORANGE

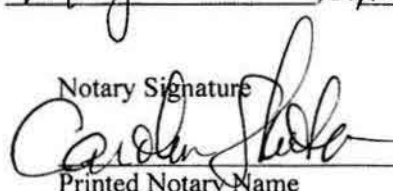
The foregoing instrument was acknowledged before me this 11 day of May, A.D. 2016, by Jim Gray, Mayor / Pro Tem, and Amy T. Ienacco, Interim City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification.

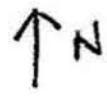
Witness my hand and official seal this 11 day of May, 2016.

(Notary Seal)



Notary Signature

  
Printed Notary Name  
Notary Public in and for the  
county and state aforesaid  
My commission expires:

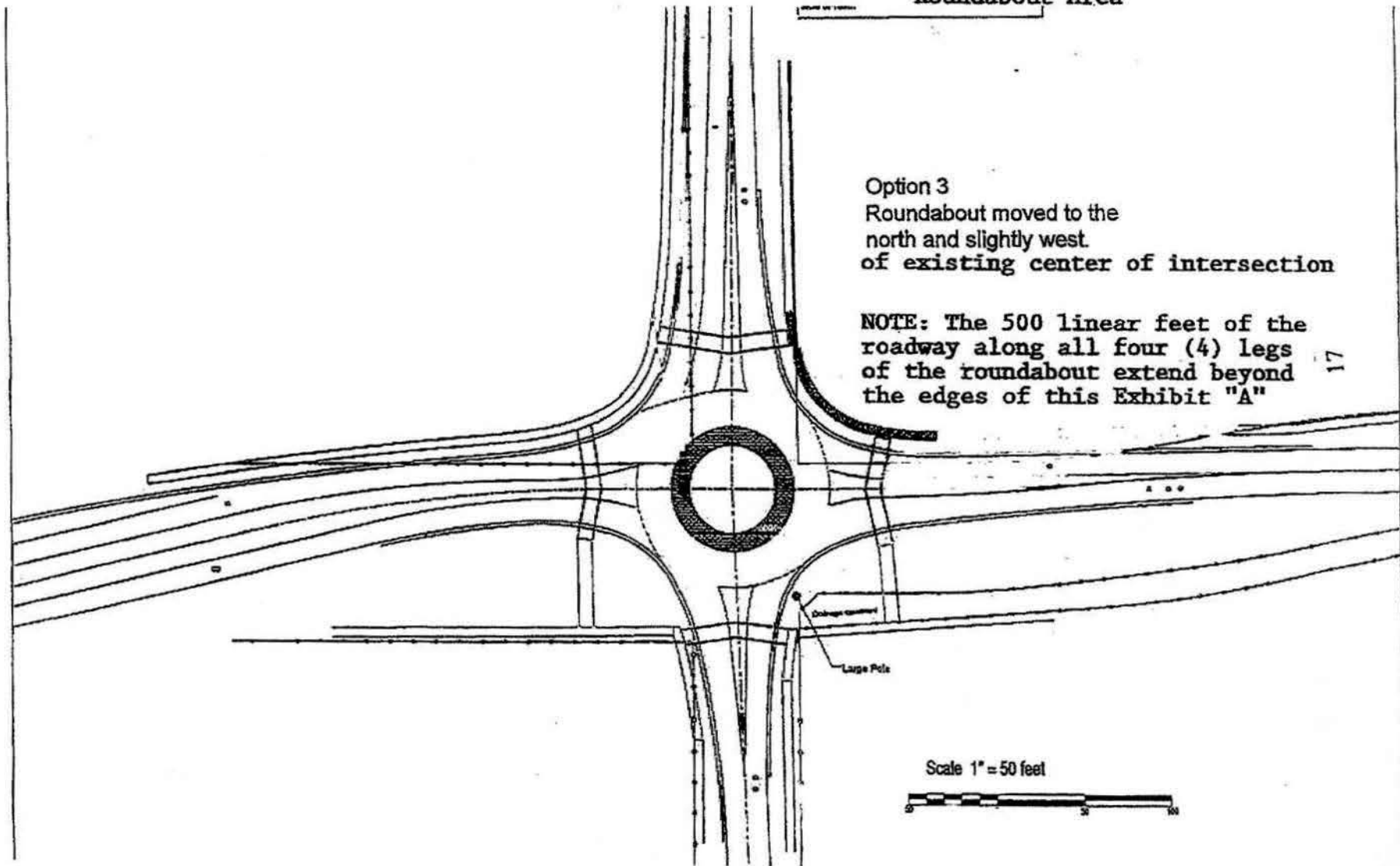


**EXHIBIT "A"**  
**Roundabout Area**

Option 3  
Roundabout moved to the  
north and slightly west  
of existing center of intersection

NOTE: The 500 linear feet of the  
roadway along all four (4) legs  
of the roundabout extend beyond  
the edges of this Exhibit "A"

17



Scale 1" = 50 feet



Exhibit "A"

**Exhibit "B"**

**Project: Interlocal Agreement between Orange County and the City of Winter Garden regarding the Intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road**

**COUNTY DEED**

THIS DEED, dated \_\_\_\_\_ by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the City of Winter Garden, a municipal corporation, under the laws of the state of Florida, whose address is 300 W. Plant St., Winter Garden, Florida, 34787, GRANTEE.

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

**SEE ATTACHED SCHEDULE "A"**

Property Appraiser's Parcel Identification Number:

Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement between Orange County and the City of Winter Garden regarding the intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road.

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

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]*



**Project: Interlocal Agreement between Orange County and the City of Winter Garden  
regarding the Intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road**

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

(Official Seal)

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

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

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
Deputy Clerk

Printed Name \_\_\_\_\_

## SKETCH OF DESCRIPTION


### Schedule "A"

#### Purpose: Road Right of Way

That portion of right of way for Roberson Road/Windermere Road lying within Section 36, Township 22 South, Range 27 East and Section 31, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 36, Township 22 South, Range 27 East, Orange County, Florida; thence run S00°19'12"E along the East line of the Northeast quarter of said Section 36 a distance of 2135.04 feet more or less to the Point of Beginning; thence run S89°40'48"W perpendicular to said East line of the Northeast quarter of said Section 36 a distance of 30.00 feet more or less to a point, said point lying on the West line of the East 30.00 feet of the Northeast quarter of said Section 36; thence run S00°19'12"E along said line being 30.00 feet West and parallel to the East line of the Northeast quarter of said Section 36, also being the West right of way line of Windermere Road as described in Deed Book 396, Pages 241-242 of the Public Records of Orange County, Florida a distance of 500.00 feet to a point, said point lying on the South line of the Northeast quarter of Section 36; thence continue S00°03'56"W along a line 30.00 feet West and parallel to the East line of the Southeast quarter of Section 36, Township 22 South, Range 27 East a distance of 500.00 feet to a point, said point lying 70.59 feet South of the North line of Lot 67 of Cambridge Crossing Phase 1, according to the plat thereof, as recorded in Plat Book 42, Pages 96-97, Public Records of Orange County, Florida, said point also lying 30.00 feet West and parallel to the East line of the Southeast quarter of said Section 36; thence run S89°56'04"E a distance of 60.00 feet more or less to a point, said point lying 30.00 feet more or less East of the East line of the Southeast quarter of said Section 36; thence run N00°03'56"E along the line 30.00 feet East and parallel to the West line of the Southwest quarter of Section 31, Township 22 South, Range 28 West, also being the East right of way line of Windermere Road as described in Deed Book 396, Pages 243-245 of the Public Records of Orange County, Florida, a distance of 419.21 feet more or less to a point, said point lying on the existing South right of way line of Roberson Road as recorded in Official Records Book 5944, Pages 2342-2344, Public Records of Orange County, Florida; thence run N52°41'09"E along said existing South right of way line of Roberson Road a distance of 13.97 feet more or less; thence run S89°41'03"E along said existing South right of way line of Roberson Road a distance of 68.08 feet to a point on a curve concave Northerly; thence run Northeasterly along said curve having a Radius of 1669.65 feet, a Central Angle of 07°43'57", an Arc Length of 225.33 feet, a Chord Bearing of N83°30'49"E and a Chord Distance of 225.16 feet more or less to a point of tangency; thence run N78°18'21"E along the existing South right of way line of Roberson Road as recorded in said Official Records Book 5944, Pages 2342-2344 a distance of 76.64 feet more or less to a curve concave Southeasterly; thence run Northeasterly along said curve having a Radius of 957.35 feet, a Central Angle of 02°23'39", an Arc Length of 40.00 feet, a Chord Bearing of N89°07'07"E and a Chord Distance of 40.00 feet more or less to a point of tangency; thence run S89°41'03"E a distance of 51.96 feet more or less to a point, said point lying 64.89 feet more or less South of the North line of Roberson Road as recorded in Plat Book 77, Page 143, Public Records of Orange County, Florida; thence run N00°16'50"E a distance of 64.89 feet more or less to a point, said point lying on the North right of way line of Roberson Road of said plat; thence run S88°51'27"W along said North right of way line of Roberson Road of said plat a distance of 110.76 feet more or less to a point on a curve, concave Southeasterly having a Radius of 1017.35 feet, a Central Angle of 06°43'59"; thence along the arc of said curve a distance of 119.55 feet, a Chord Bearing of S82°57'44"W and a Chord Distance of 119.49 feet more or less to a point of a reverse curve having a Radius of 957.35 feet, a Central Angle of 10°00'00"; thence along the arc of said curve a distance of 167.09 feet, a Chord Bearing of S84°35'44"W and a Chord Distance of 166.88 feet more or less to a point; thence run S89°35'44"W along the North right of way line of Roberson Road of said plat a distance of 59.75 feet more or less; thence run N45°21'41"W along the said North right of way line of said plat a distance of 21.20 feet more or less as per said Plat to a point, said point lying 30.00 feet East of the West line of the Northwest quarter of Section 31, Township 22 South, Range 28 East; thence run N00°19'12"W along the aforementioned line, also being the East right of way line of Windermere Road as described in Deed Book 396, Pages 241-242 a distance of 485.00 feet more or less; thence run S89°40'48"W along a line 30.00 feet East of and perpendicular to the West line of the Northwest quarter of said Section 31 a distance of 30.00 feet more or less to the Point of Beginning.

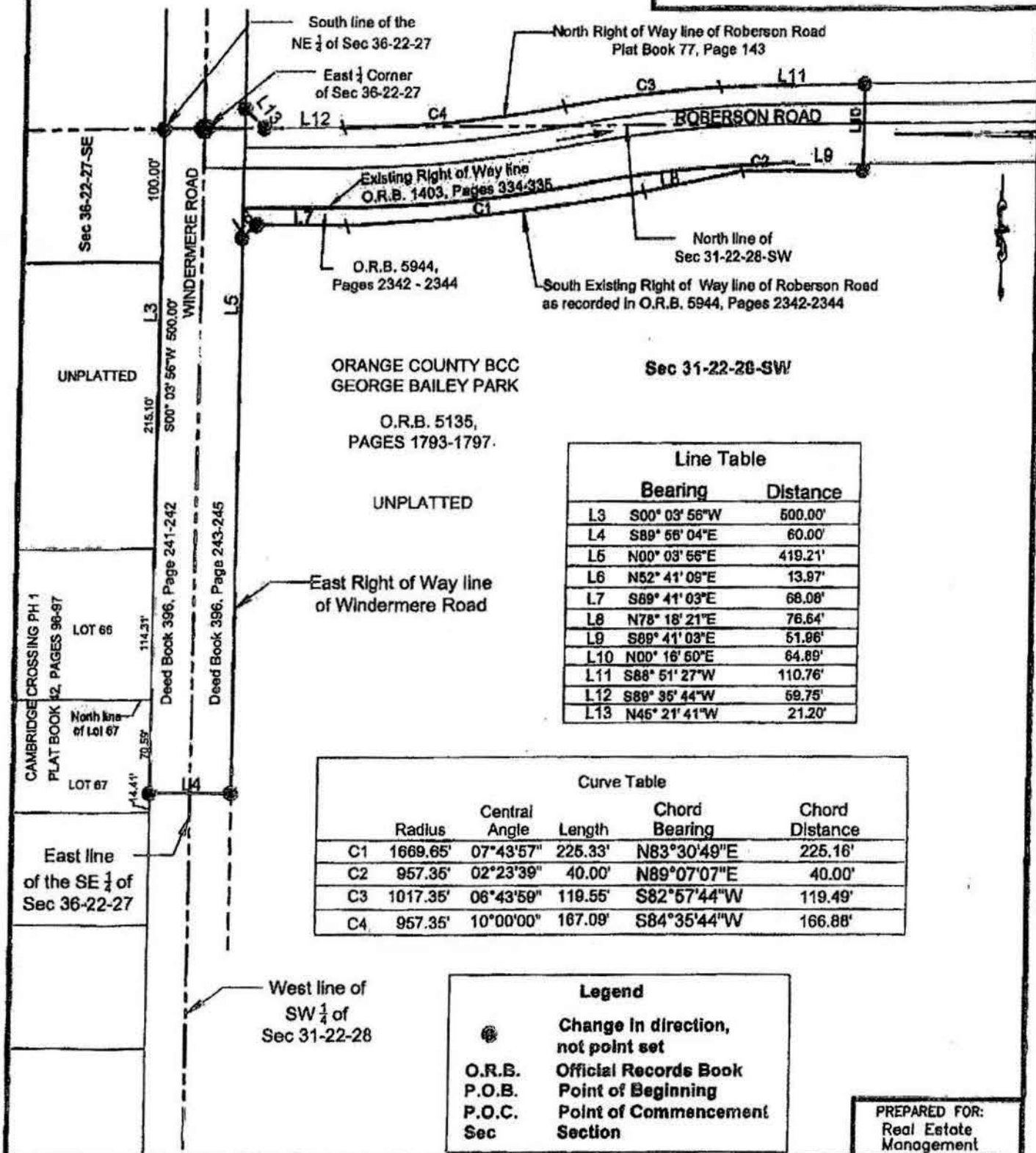
Contains 2.15 acres more or less.

DRAWN BY: Alvarez			DATE: 01/22/2016	SECTION: 36, 31	 PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-0205 (407) 836-7940	PREPARED FOR: Real Estate Management
CHECKED BY: Daynes			JOB No: 7750	TOWNSHIP: 22, 22		DRAWING SCALE: NOT TO SCALE
APPROVED BY: Daynes			DRAWING FILE: Stoneybrook W Pwy/ Roberson-Windermere	RANGE: 27, 28		PROJECT NUMBER
REVISION DATE: 1/28/16				SHEET 1 OF 3		7750

# SKETCH OF DESCRIPTION

## Schedule "A"

Purpose: Road Right of Way



Line Table		
	Bearing	Distance
L3	S00° 03' 56"W	500.00'
L4	S89° 56' 04"E	60.00'
L5	N00° 03' 56"E	419.21'
L6	N52° 41' 09"E	13.97'
L7	S89° 41' 03"E	68.08'
L8	N78° 18' 21"E	76.64'
L9	S89° 41' 03"E	51.96'
L10	N00° 16' 50"E	64.89'
L11	S88° 51' 27"W	110.76'
L12	S89° 35' 44"W	59.75'
L13	N45° 21' 41"W	21.20'

Curve Table					
	Radius	Central Angle	Length	Chord Bearing	Chord Distance
C1	1669.65'	07°43'57"	225.33'	N83°30'49"E	225.16'
C2	957.35'	02°23'39"	40.00'	N89°07'07"E	40.00'
C3	1017.35'	06°43'59"	119.55'	S82°57'44"W	119.49'
C4	957.35'	10°00'00"	167.09'	S84°35'44"W	166.88'

Legend	
●	Change in direction, not point set
O.R.B.	Official Records Book
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
Sec	Section

PREPARED FOR:  
Real Estate  
Management

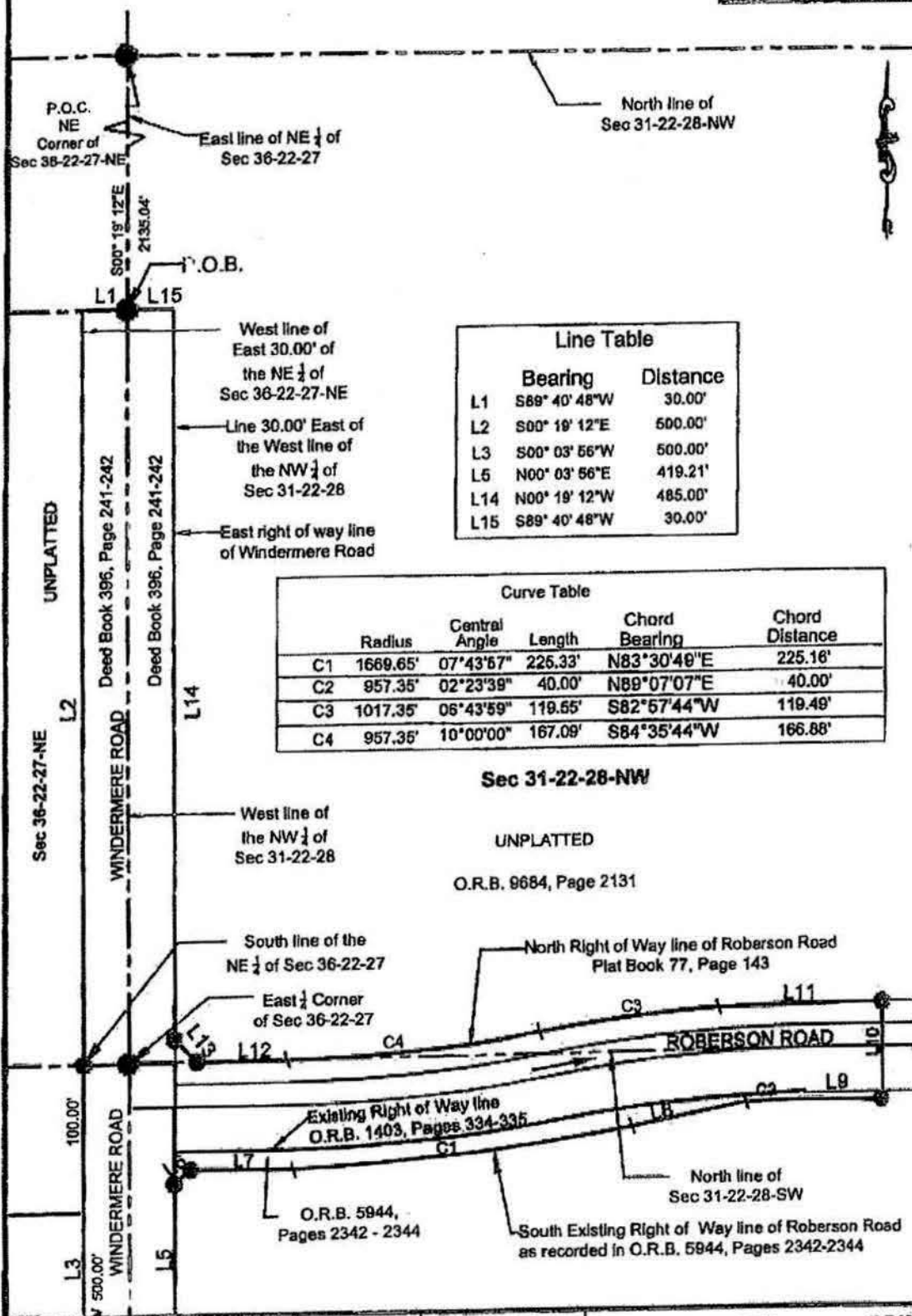
DRAWN BY: Alvarez	DATE: 01/22/2016	SECTION: 36, 31
CHECKED BY: Daynes	JOB No: 7750	TOWNSHIP: 22, 22
APPROVED BY: Daynes	DRAWING FILE: Stoneybrook W Pwy/Roberson-Windermere	RANGE: 27, 28
REVISION DATE: 1/28/16		SHEET 2 OF 3

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 838-7940



DRAWING SCALE:  
1"=100'  
PROJECT NUMBER  
7750

# SKETCH OF DESCRIPTION Schedule "A" Purpose: Road Right of Way



Line Table		
	Bearing	Distance
L1	S89° 40' 48"W	30.00'
L2	S00° 19' 12"E	500.00'
L3	S00° 03' 56"W	500.00'
L5	N00° 03' 56"E	419.21'
L14	N00° 19' 12"W	485.00'
L15	S89° 40' 48"W	30.00'

Curve Table				
	Radius	Central Angle	Length	Chord Bearing
C1	1669.65'	07° 43' 57"	225.33'	N83° 30' 40"E
C2	957.35'	02° 23' 39"	40.00'	N89° 07' 07"E
C3	1017.35'	06° 43' 59"	119.65'	S82° 57' 44"W
C4	957.35'	10° 00' 00"	167.09'	S84° 35' 44"W

I HEREBY AFFIRM THAT THE SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN AFFECTED BY ANY INTERESTS OR PERSONS OTHER THAN MYSELF IN THE PREPARATION OF THIS SKETCH OF DESCRIPTION. I HAVE NOT BEEN AFFECTED BY ANY INTERESTS OR PERSONS OTHER THAN MYSELF IN THE PREPARATION OF THIS SKETCH OF DESCRIPTION. I HAVE NOT BEEN AFFECTED BY ANY INTERESTS OR PERSONS OTHER THAN MYSELF IN THE PREPARATION OF THIS SKETCH OF DESCRIPTION.

SKETCH AND DESCRIPTION  
THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH SJ-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:
1. BEARINGS ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 36-22-27, BEING S00°19'12"E, ASSUMED.
  2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
  3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:  
Real Estate  
Management

DRAWING SCALE:  
1"=100'

PROJECT NUMBER  
7750

DRAWN BY: Alvarez  
CHECKED BY: Daynes  
APPROVED BY: Daynes  
REVISION DATE: 1/28/16

DATE: 01/22/2016  
JOB No: 7750  
DRAWING FILE: Stoneybrook W Pwy/Roberson-Windermere

SECTION: 36, 31  
TOWNSHIP: 22, 22  
RANGE: 27, 28  
SHEET 3 OF 3

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-8205  
(407) 836-7940





# AGENDA

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

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## **Addendum #1 to the May 24, 2016 Agenda**

### **I. CONSENT AGENDA**

**A. 1. Through G.10. - See May 24, 2016 Agenda.**

#### **H. 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. **(Backup attached)**



**COUNTY ATTORNEY'S OFFICE**  
**JEFFREY J. NEWTON, County Attorney**

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

**MEMORANDUM**

**AGENDA ITEM**

*Deputy County Attorney*

Joel D. Prinsell

*Senior Assistant County Attorneys*

Elaine Asad

Lila McHenry

*Assistant County Attorneys*

Andrea Adibe

Roberta Alfonso

Edward M. Chew

Anthony Cotter

Whitney E. Evers

Wanzo Galloway, Jr.

Erin E. Hartigan

Georgiana Holmes

Katherine W. Latorre

Peter Lichtman

Scott McHenry

Sawsan Mohiuddin

Scott Shevenell

William Turner

*Legal Administrative Supervisor*

Anna M. Caban

*Senior Paralegal*

Kimberly Cundiff

*Paralegals*

Melessia Lofgren

Maria Vargas, ACP

**TO:** Mayor Teresa Jacobs  
and  
County Commissioners

**FROM:** Jeffrey J. Newton, County Attorney *JMN*  
Scott McHenry, Assistant County Attorney *SCM*  
Contact Phone: 407-836-7354

**DATE:** May 20, 2016

**RE: Consent Agenda Item for Board Meeting on May 24, 2016-**  
(1) Agreement Regarding West Orange Relief High School Stadium between Orange County and the Orange County School Board; and (2) related West Orange Relief High School Stadium Escrow Agreement

This Consent Agenda item requests authorization from the Board of County Commissioners ("BCC") for approval and execution of the following agreements: (1) Orange County, Florida ("County") and The School Board of Orange County, Florida ("School Board") Agreement Regarding West Orange County Relief High School Stadium ("Stadium Agreement"); and (2) related West Orange Relief High School Stadium Escrow Agreement required by the Stadium Agreement among the County, School Board and Martha Haynie, Orange County Comptroller Office as escrow agent ("Escrow Agreement").

**BACKGROUND:** The School Board and the County were involved in various lawsuits relating to the School Board's request for a special exception to build a relief high school in west Orange County ("Relief High School"). On April 28, 2015, the School Board and the County entered into a Settlement Agreement resolving the various claims to locate the stadium for the Relief High School on certain real property owned by the County on Ficquette Road, approximately one mile south of the Relief High School, on which the County intends to construct a park to be known as "Jonathan Scott Pine Park."

The School Board previously approved the Stadium Agreement at its meeting on April 26, 2016. Pursuant to the Stadium Agreement the County agrees to construct a Florida High School Athletic Association approved prototype design football stadium with a synthetic turf field and a track with a rubberized surface and with a separate area



Mayor Teresa Jacobs  
and  
County Commissioners  
May 20, 2016  
Page 2

adjacent to the track for field events such as shot put, long jump, and high jump. There will also be a separate field house. The football stadium will have seating for up to 1250 persons. There will be a parking area adjacent to the Stadium for not more than 240 cars and not more than 5 buses.

The anticipated cost of the Stadium is \$5,000,000 with each party responsible for one-half (1/2) of the anticipated cost. Pursuant to the related Escrow Agreement, to be executed simultaneously with the Stadium Agreement, the School Board is required to deposit the initial sum of \$1,000,000 into a separate escrow account designating Martha Haynie, Comptroller for Orange County as escrow agent in order to insure and facilitate payment of the School Board's share of the costs of the Stadium.

Finally pursuant to the Stadium Agreement, the County has agreed to use its "best efforts" to have the Stadium completed for use by the Relief High School by the start of the 2017-2018 school year.

**ACTION REQUESTED:** 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.

SRM/jac  
Attachments

cc: Ajit Lalchandani, County Administrator  
Joel D. Prinsell, Deputy County Attorney  
Anne Kulikowski, Manager, Fiscal and Administrative Support  
Sara Flynn-Kramer, Manager, Capital Projects

s:\scott mchenry\agreements-contracts\west orange stadium\memo agenda 05-24-2016.doc

**ORANGE COUNTY, FLORIDA,  
AND**

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

**AGREEMENT REGARDING  
WEST ORANGE COUNTY RELIEF HIGH SCHOOL STADIUM**

**THIS AGREEMENT** (the "Stadium Agreement" or sometimes the "Agreement") made and entered into as of the effective date as hereinafter defined ("Effective Date") by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County") and **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").

**RECITALS:**

**WHEREAS**, the County and the School Board were involved in various lawsuits relating to the School Board's request for a special exception to build the West Orange Relief High School ("Relief High School") at County Road 535;

**WHEREAS**, one of the lawsuits was styled as School Board of Orange County vs. Orange County, Ninth Judicial Circuit In and For Orange County, Florida, Case No. 2013-CA-014749 and was also the subject of an appeal to the Fifth District Court of Appeal, Case No. 5D15-0522 ("First Lawsuit") and another lawsuit was styled as School Board of Orange County vs. Orange County et al., Ninth Judicial Circuit In and For Orange County, Florida, Case No. 2013-CA-13692 ("Second Lawsuit" and collectively with the First Lawsuit, the "Lawsuits");

**WHEREAS**, on or about April 28, 2015 the School Board and the County entered into a written settlement agreement ("Settlement Agreement"), a copy of which is attached hereto as **Exhibit A**, resolving, among other things, the various claims in the Lawsuits between the School Board and the County;

**WHEREAS**, the County presently owns certain real property located on Ficquette Road approximately one mile south of the Relief High School on which the County intends to construct a County owned park known as "Jonathan Scott Pine Park";

**WHEREAS**, the legal description for the entire Jonathan Scott Pine Park property is more specifically described on **Exhibit B** attached hereto ("Jonathan Scott Pine Park Property" or "JSP Park Property");

**WHEREAS**, pursuant to the Settlement Agreement, the School Board agreed to certain additional conditions and restrictions with respect to the Relief High School and also agreed to locate the planned football stadium and track for the Relief High School on the JSP Park Property;

**WHEREAS**, in exchange for the School Board's promises and agreements as more fully set forth in the Settlement Agreement, the County has agreed to make available that certain portion of its JSP Park Property for construction of a football stadium, field house, and track (the "Stadium") for use by the Relief High School as more fully described in this Agreement;

**WHEREAS**, the legal description of the area of the JSP Park Property on which the Stadium will be built (the "Stadium Site") is more specifically described on **Exhibit C** attached hereto;

**WHEREAS**, as set forth in the Settlement Agreement, the School Board also acknowledges and agrees that the County intends to utilize the remaining area of the JSP Park Property not used for the Stadium for other park amenities and facilities, including a multi-use field and a parking area, to be constructed by the County;

**WHEREAS**, the conceptual site plan attached hereto as **Exhibit D** depicts the location of the Stadium and other JSP Park improvements including the adjacent multi-use field and parking area ("Conceptual Site Plan"); and

**WHEREAS**, the parties desire to enter into this Agreement in order to set forth in more detail the parties understandings and agreements with respect to the design, development and construction of the Stadium, the funding and use of the Stadium by both parties and matters related thereto.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the School Board hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement as if set forth verbatim.

2. **Definitions.**

a. "**Architect**" shall mean Schenkel & Shultz, Inc.;

b. "**Conceptual Site Plan**" depicts the location of the Stadium and other JSP Park improvements and is attached as **Exhibit D** to this Agreement;

c. "**County Permitted Stadium Uses**" shall have the meaning set forth in Paragraph 11.a. of this Agreement;

d. "**JSP Park Property**" refers to the property owned by the County located on Ficquette Road, Winter Garden, Florida more specifically described on **Exhibit B** attached to this Agreement;

e. "**Draw Request**" shall have the meaning set forth in Paragraph 4.a. of this Agreement;

f. **"Effective Date"** shall mean the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures.

g. **"Escrow Agent"** shall mean Martha O. Haynie, Comptroller for Orange County;

h. **"Escrow Agreement"** shall have the meaning set forth in Paragraph 4a. of this Agreement;

i. **"FHSAA"** shall mean the Florida High School Athletic Association;

j. **"Force Majeure"** shall have the meaning set forth in Paragraph 18. of this Agreement.

k. **"GAAP"** shall mean general accepted accounting principles;

l. **"Lawsuits"** refers to the lawsuits set forth in the first and second "Whereas" clauses of this Agreement;

m. **"The School Board Permitted Stadium Uses"** shall have the meaning set forth in Paragraph 11. a. of this Agreement.

n. **"Parking Area"** shall have the meaning set forth in Paragraph 4.b. of this Agreement;

o. **"Permitting Costs"** shall have the meaning set forth in Paragraph 7. of this Agreement;

p. **"Relief High School"** shall mean the West Orange Relief High School located at County Road 535;

q. **"Settlement Agreement"** shall refer to the settlement agreement between the County and the School Board dated April 28, 2015 attached as **Exhibit A** to this Agreement;

r. **"Stadium"** shall mean a Florida High School Athletic Association ("FHSAA") approved prototype design football stadium with a synthetic turf field and a track with a rubberized surface and with a separate area adjacent to the track for field events such as shot put, long jump, and high jump. There shall also be a separate field house ("Field House"). The football stadium shall consist of a regulation size football field, field goal posts, stadium lights, player benches, trash receptacles, water fountains, aluminum bleachers with seating for up to 1250 persons in the bleachers, a broadcast booth designed to be occupied by no more than 5 people, a scoreboard that may be operated remotely from the broadcast booth and a flag pole. The Field House shall contain space for a mechanical room, locker rooms with showers for home and visiting teams, men's, women's and handicap restrooms, and a concession stand. The drawing attached hereto as **Exhibit E** (the "Stadium Prototype Design") is illustrative of the parties' aspirational goals for the

architectural design and appearance of the Stadium subject to possible value engineering and budgetary limitations.

s. **"Stadium Budget Cap"** shall have the meaning set forth in Paragraph 4.c. of this Agreement;

t. **"Stadium Construction Budget"** shall have the meaning set forth in Paragraph 4.a. of this Agreement.

u. **"Stadium Construction Contract"** shall have the meaning set forth in Paragraph 8 of this Agreement;

v. **"Stadium Construction Documents"** shall have the meaning described in Paragraph 6 of this Agreement;

w. **"Stadium Cost or Costs"** shall mean: (1) all hard and soft costs related to the design, development, equipping, and construction of the Stadium including, but not limited to, construction costs, architectural and design fees, general conditions costs, construction management fees, program management fees, administrative fees, fixtures and equipment, Permitting Costs as defined in Paragraph 7 of this Agreement, licenses and testing, costs of third parties rendering services in connection with the Stadium and other direct costs properly attributable to the Stadium; (2) the cost of any indemnity and surety bonds and premiums for insurance during construction; (3) costs of machinery or equipment required for the operation of the Stadium; (4) Stadium Site Preparation Costs as defined in Paragraph 5 of this Agreement; and (5) other reasonable and customary direct expenses determined in accordance with generally accepted accounting principles ("GAAP"). "Stadium Costs" shall not include (a) salary, overtime, or other similar compensation or benefits of employees or contract employees of the School Board, (b) compensation of outside consultants performing indirect services for the School Board, and (c) any expenses incurred prior to the execution of this Agreement except with respect to the Stadium Design Services Contract or otherwise expressly set forth herein. Notwithstanding anything to the contrary in this Agreement, the School Board shall be solely responsible (100%) for the program management fee payable to the County as set forth in Paragraph 3 below.

x. **"Stadium Design Services Contract"** shall have the meaning set forth in Paragraph 3 of this Agreement;

y. **"Stadium Funding Shortfall"** shall have the meaning set forth in Paragraph 4.d. of this Agreement;

z. **"Stadium Site"** shall mean the area of the JSP Park Property on which the Stadium will be built as more specifically described on **Exhibit C** hereto; and

aa. "Stadium Site Preparation Costs" shall have the meaning set forth in Paragraph 5 of this Agreement.

**3. General Responsibilities of the Parties.** Within ten (10) days after the Effective Date of this Agreement, the County will enter into a separate contract for design services for the Stadium ("Stadium Design Services Contract") with Schenkel & Shultz, Inc. (the "Architect"). All amounts payable under the Design Services Contract shall be included in the Stadium Construction Budget. The Stadium Design Services Contract shall enumerate all architectural services through design, permitting, bidding, construction and warranty phases for the Stadium ("Stadium Design Services"). The contract shall name the School Board as a third-party beneficiary and shall require the Architect to provide contract administrative services throughout the construction phase of the Stadium. The School Board shall authorize the Architect and the County to utilize any prior prototype football stadium designs that the School Board has rights to with the Architect. The County shall require the Architect to obtain and maintain during the performance of its services professional liability insurance naming the County and the School Board as additional insureds in an amount acceptable to the County Risk Management Division. The County shall also require the Architect to indemnify and hold harmless the County and the School Board for the negligent acts or omissions or intentional misconduct of the Architect, its employees and/or agents.

The County will manage and coordinate the design and construction of the Stadium in accordance with the Stadium Construction Documents, as defined in Paragraph 6 below. The County shall schedule the construction progress meetings and the School Board shall designate representatives to attend the meetings and may provide input on construction matters including, but not limited to, substitutions of materials and value engineering opportunities.

The County shall inform the School Board of any changes to the design documents or specifications which are made at any time during the design and construction of the Project. The County shall solicit bids for construction of the Stadium in accordance with Orange County's procurement process and in accordance with all state laws and applicable regulations. In consideration of the County's project management services relating to the Stadium, the County shall be entitled to a program management fee equal to one and one-half percent (1.5%) of the total Stadium Costs. The County shall disburse its and the School Board's funds for payments due under the Stadium Design Services Contract, the Stadium Construction Contract and for other payments due in accordance Paragraph 10 of this Agreement.

The County shall be the owner of the Stadium, the Stadium Site, the JSP Park Property and all improvements and nothing contained in this Agreement shall be construed to grant the School Board any property rights therein.

**4. Funding.**

a. Funding of Stadium. The School Board shall contribute TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS ( \$2,500,000) to the Stadium Costs in accordance with the budget ("Stadium Construction Budget") which the parties acknowledge may be revised from time to time as the design, development and construction of the Stadium progresses. The County shall pay the remaining costs for the Stadium not to exceed a maximum of TWO



MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000). Within thirty (30) days after the Effective Date of this Agreement, the School Board shall deposit the initial sum of ONE MILLION DOLLARS AND NO CENTS (\$1,000,000) into a separate, restricted, interest-bearing escrow account ("Escrow Account") pursuant to that certain escrow agreement executed simultaneously herewith ("Escrow Agreement") naming Martha O. Haynie, Comptroller for Orange County escrow agent ("Escrow Agent") Upon disbursement of funds from the Escrow Account pursuant to approved Draw Requests, as defined in Paragraph 10, the School Board shall replenish the Account (not to exceed a maximum of \$2,500,000) so that at all times a minimum balance of TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000) is maintained in the Escrow Account.

b. Funding of Parking Area and Other Park Facilities. The County shall be responsible for the design and construction of the parking area ("Parking Area") adjacent to the Stadium consisting of not more than 240 spaces for cars and not more than 5 spaces for buses, other JSP Park facilities not including the Stadium, and off-site infrastructure. County Parks standards shall apply to the design and construction of JSP Park.

c. Budget Cap. The School Board and the County acknowledge that the Stadium Costs are anticipated to be FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000) ("Stadium Budget Cap"). Upon receipt of the Stadium Construction Documents, the School Board and the County shall review the Stadium Construction Budget to ensure that the design, development and construction of the Stadium is within the Stadium Budget Cap. Any savings realized in any one item may be applied to excess costs in other items. Following reasonable consultation between the parties, the parties shall be entitled to undertake such value engineering as may be necessary to ensure that the Stadium Budget Cap is not exceeded. Any such value engineering shall be reasonably consistent with the Stadium Construction Documents. In the event that such value engineering would materially affect the Stadium Construction Documents, as approved by the School Board, the County may (but shall not be required to) request a change order to increase the Stadium Budget Cap in lieu of incorporating the value engineering to ensure that the Stadium and/or the Stadium Construction Documents are maintained.

d. Funding Shortfall/Surplus Funds. Should the Stadium Construction Budget exceed the Stadium Budget Cap ("Funding Shortfall") the parties shall share equally (50/50) in such deficiency. In the event that the Stadium is built for less than \$5,000,000 ("Surplus Funds") the parties shall share equally (50/50) in such savings.

5. Site Preparation. The "pro-rata share", as hereinafter defined, of all site preparation costs and expenses for the Stadium ("Stadium Site Preparation Costs"), including, but not limited to the following costs, shall be part of the Stadium Costs and the Stadium Construction Budget : (i) all costs associated with bringing utilities (including sewer and the sewer lift station, water, electrical power, telephone and data) to the Stadium and Field House but excluding any off-site improvement costs related to the foregoing; (ii) all costs associated with identifying and remediating any hazardous substances on the JSP Park Property pursuant to any applicable federal, state or local environmental, health or related law currently existing or adopted in the future; (iii) all costs

including the costs of any project delays associated with any environmental remediation on the JSP Park Property including, but not limited to, costs pertaining to wetlands, and endangered and threatened species and plants; (iv) all excavation and demolition costs for the JSP Park Property; (v) all costs associated with the design, grading and construction of storm water ponds or other compensatory storage facilities; and (vi) all earthwork costs including filling, grading and compacting. "Pro-rata share" as used in this Paragraph shall mean the ratio of the total share footage or cubic feet of affected area based upon the "footprint" of the Stadium divided by the square footage or cubic feet of affected area of the entire JSP Park Property as determined by the County.

**6. Design.** No later than sixty (60) days after the Effective Date of this Agreement, the County will cause the Architect to commence preparation of such program statements, schematics, plans, drawings, cost estimates, and documents as may be required to determine and describe the size, character and design of the Stadium, all architectural, structural, utility, mechanical and electrical systems, materials, and such other systems and elements as may be appropriate, all of which shall be subject to the review and approval of the County and all of which shall be as energy-efficient and environmentally-friendly as is commercially and financially reasonable given the Stadium Budget Cap ("Stadium Construction Documents"). The County shall provide a copy of the executed Stadium Design Services Contract to the School Board and shall provide a copy of the Architect's professional liability insurance policy, naming the County and the School Board as additional insureds, to the School Board within fifteen (15) days after the Effective Date of this Agreement.

a. The School Board shall be allowed to observe the architectural design process, and shall be given access to all drawings, specifications, reports, and cost estimates. The County shall cause the Architect to provide detailed, line-item estimates of construction costs at 60% and 90% completion during the design of the Stadium. Such cost estimates shall be prepared by a firm specializing in such services and approved by the County, and shall be made available to the School Board. The School Board shall review and provide any comments on the Stadium Construction Documents at 60% and 90% completion not to exceed five (5) business days after receipt. As part of the School Board's review, the School Board shall approve the architectural design, material selection, spatial function, and floor plans for conformance with the Stadium Construction Budget.

b. If a cost estimate exceeds the Stadium Construction Budget, the County shall confer with and direct the Architect to modify the Stadium Construction Documents to conform to the Stadium Budget. The County will not proceed with bidding in the absence of a professionally prepared cost estimate that is within the Stadium Construction Budget. The parties to this Agreement understand the cost breakdown within the Stadium Construction Budget is an estimate and that individual line items may be adjusted from time to time by mutual agreement of the parties provided that the total budget is not exceeded.

c. At 90% completion of the Stadium Construction Documents, the County Procurement Division shall review and approve the Stadium Construction Documents for their suitability for competitive bidding, and compliance with other County purchasing requirements. The County shall cause the Architect to make any modifications requested by the County Procurement Division to the Construction Documents necessary for suitability for competitive bidding and

compliance with purchasing requirements and will resubmit such documents to the County Procurement Division. If the most current cost estimate is within the already established Stadium Construction Budget, changes will be limited to requirements for bidding that do not change the scope or specifications. However, the County may, in consultation with the School Board, ask for alternate bids on certain items.

7. **Permitting.** The County and Architect shall be responsible for obtaining or causing to be obtained all building, development and environmental permits necessary for the proper execution and completion of the work which are legally required, including, but not limited to, site plan submissions, general building permits, easements and all other permits, licenses, inspections, fees and similar items to complete the Stadium; sewer (sanitary and storm), water, electrical power, telephone, data utility connections and extensions; utility meter installation and hook-up charges, and other charges assessed by local entities having jurisdiction to permit the lawful occupancy of the Stadium and Field House all of which shall also be part of the Stadium Costs and Stadium Construction Budget ("Permitting Costs"). Permitting shall be through the Orange County Building and Safety Division and all other applicable agencies. The School Board shall observe the permitting process, be given all written comments from the appropriate governing authority and be fully-informed of the Architect's responses and progress.

8. **Bidding.** The County will not proceed with bidding in the absence of a professionally prepared cost estimate that is within the Stadium Construction Budget. The parties to this Agreement understand that the cost breakdown within the Stadium Construction Budget is an estimate and the individual line items may be adjusted from time to time provided the Stadium Budget Cap is not exceeded. The final Stadium Construction Documents will define the Stadium Site and the County will request in the Invitation to Bid a detailed breakdown of the Stadium Costs versus the construction costs associated with JSP Park itself. The County shall deliver all such documents to the County Procurement Division for competitive bidding. Prior to issuing the Invitation to Bid, the County shall provide a copy of the bid documents, including a form Stadium Construction Contract, to the School Board for review and comment. The County shall be responsible for bidding the construction of the Stadium and shall do so in conformance with the County's procurement ordinance and purchasing requirements and other applicable procurement requirements. Any changes to the design, scope and specifications shall require the School Board approval prior to being included in the bid package. The School Board will be provided copies of the bid documents, informed of the bid date, and be provided any addenda to the bidding documents. The County shall cause the Architect to communicate only with the County when providing information in response to questions from prospective bidders and to assist with the issuance of any addenda. Such information provided by the Architect must be in the form of direct, timely written responses. The County shall select the responsible and responsive lowest bidder, shall immediately notify the School Board of such selection and shall provide the School Board with a copy of the successful bid documents. The County shall then enter into a prime construction contract ("Stadium Construction Contract") with the successful bidder (the "Contractor") for the Stadium and shall provide a copy of the Notice to Proceed to the School Board. The County shall develop a schedule of values ("Schedule of Values") for the Stadium with the successful bidder to be used for payments and disbursements pursuant to Paragraph 10.

**9. Construction and Warranty Phase.** The County shall manage the Stadium Construction Contract throughout the construction of the Stadium. The County shall conduct periodic construction progress meetings and shall inform the School Board of the schedule for such meetings. The County shall review and approve applications for payment in accordance with the Stadium Construction Budget and Paragraph 10 below and review and approve all change orders.

a. The School Board shall have the right to attend construction progress meetings, be fully informed of all construction issues, and receive copies of any requested correspondence or other construction-related communications in a timely manner. The County shall maintain records, and provide the School Board with certifications and other related documents as may reasonably be required by the School Board.

b. The School Board shall be permitted to review and provide its suggestions regarding applications for payment, change orders, the construction schedule, time extensions, and material substitutions in Stadium construction items prior to action being taken on these matters by the County; provided, however, that the School Board shall do so on a timely basis and in no event later than five (5) business days after the School Board becomes aware of the particular issue. The County will carefully and in good faith consider preferences and suggestions from the School Board. However, final decisions regarding applications for payment in accordance with the Stadium Construction Budget, change orders, the construction schedule, time extensions, material substitutions, unforeseen conditions, and conflicts in the Stadium Construction Documents shall be made by the County if the parties do not mutually agree.

c. The Architect shall provide contract administrative services throughout the construction phase, and shall provide those services to the County. These services shall include attendance at all construction progress meetings, recommendations for contractor applications for payment, change orders, and material substitutions, and shall include the participation of all required sub-consultants.

d. The County shall cause the Contractor to provide two sets of warranty books and as-built drawings, one of which shall be provided to the School Board, as a condition of final payment under the Stadium Construction Contract and an electronic close-out package.

e. The County, the School Board, Architect, and Contractor, shall perform a warranty inspection of the Stadium eleven (11) months after the date of substantial completion as such term shall be defined in the Stadium Construction Contract. All deficiencies in materials and workmanship will be noted and submitted to the Contractor for correction.

f. The County shall cause the Contractor to procure and maintain payment and performance bonds for the Stadium as described Paragraph 19.b.(ii) below. The School Board shall be named as additional obligee for all payment and performance bonds issued and amended for the performance and completion of the Stadium. Notwithstanding the prohibition in F.S. § 713.01(26) against filing construction liens against County property, in the event any such lien is filed against the Stadium property by any contractor, subcontractor or supplier, the County shall cause any such purported lien or claim of lien to be released of record or transferred to bond, or other security, in accordance with applicable law.

g. The County shall also require the Contractor to procure and maintain other insurances of the types and with limits as described in Paragraph 19.b.(ii) below. The School Board shall be endorsed as additional insured on those policies.

**10. Disbursement of County and School Board Funds for the Project:** The County shall process all applications for payment under the Stadium Design Services Contract and the Stadium Construction Contract, as well as other requests for payments from vendors and others. The County shall submit copies of all such applications for payments it receives to the School Board together with copies of all billing documentation it received, including all invoices itemizing the percentage of work completed, receipts, affidavits, applicable certifications, and other documentation within ten (10) days after receipt by the County of any such application for payment. The School Board shall have five business (5) days thereafter to make written objection to the payment or the amount thereof by notifying the County via email of any such objection; otherwise the School Board shall be deemed to have waived its right to object to such payment and approved such payment. Immediately after the expiration of such five business (5) day period, assuming no written objection is received, the County shall make a request to the Escrow Agent ("Draw Request") for the School Board's one-half (1/2) of such amount. After receipt of the School Board's portion of the payment from the Escrow Agent and after the County and Architect have verified that the work for which payment has been requested has been completed and any appropriate lien waivers and releases have been received if any liens were wrongfully filed against the Stadium, the County shall make payment in accordance with the Local Government Prompt Pay Act, F.S. §218.70 et seq. ("Prompt Pay Act"). Notwithstanding anything to the contrary herein, the School Board agrees that the County may retain a certain percentage of the School Board's initial escrow deposit as "retainage" in accordance with the Prompt Pay Act to be released if and when (1) the Stadium is certified substantially complete and possession is transferred to the County, and (2) if the County deems it appropriate under the circumstances to request same, the County receives an unconditional lien waiver and release from the Contractor indicating that it and all subcontractors and suppliers have been paid in full and make no claims of any kind against the Stadium.

#### **11. Use of Project**

a. Use of Stadium - The School Board shall have first priority use of the Stadium during the dates and times of the Relief High School's varsity and junior varsity (non-intramural) "home" football games, soccer matches, lacrosse matches, and track and field meets and for not more than five other Relief High School sponsored events that would normally be held in a high school stadium during the regular school year ("School Board Permitted Stadium Uses"). None of the School Board Permitted Stadium Uses shall take place at the Relief High School itself. During the calendar year, the County shall have the right to use the Stadium at any and all other dates and times, which shall at a minimum, constitute 50% of all dates and times, including 50% of all Fridays, Saturdays, and Sundays ("County Permitted Stadium Uses"). Accordingly, at least twice per calendar year, representatives of the School Board and representatives of the Orange County Parks and Recreation Division shall meet to coordinate and enter into a written schedule/calendar for the School Board Permitted Stadium Uses, and County Permitted Stadium Uses and amend, modify, or update it as they may mutually agree. The parties shall attempt to avoid scheduling events on the same day or time period. Notwithstanding the foregoing, nothing precludes the School

Board from requesting the County to use the Stadium for any other Relief High School sponsored events that do not conflict with the approved written schedule/calendar, and nothing precludes the County from using the stadium for any other events that do not conflict with the approved written schedule/calendar. Consent to any such requests shall not be unreasonably withheld and each side shall endeavor in good faith to accommodate the other's requests. The School Board further acknowledges and agrees that the other facilities within JSP Park (other than the Stadium, bathrooms and the concession stand) shall not be subject to joint use with the County.

b. Facility User Fees – Fees and costs for use of the Stadium by any third party shall be in accordance with the Orange County Parks and Recreation Fee Schedule, as same may be amended from time to time. All such fees and costs shall be shared equally (50/50) between the parties. No fee and/or cost waivers shall be granted except as mutually agreed upon between the parties.

c. Use of Parking Area – During the term of this Agreement, the Parking Area may be occupied and used by the School Board to provide vehicular and bus parking (not to exceed 5 buses) in connection with any of the School Board's uses of the Stadium as provided herein for two hours before such event is scheduled to commence until two hours after it is scheduled to conclude, subject to the concurrent use of the Parking Area, space permitting, by the County in connection with activities at the multi-purpose field and other areas of JSP Park. Similarly, if the County has scheduled a County Permitted Stadium Use, the County shall have the exclusive right to use the Parking Area in connection with such County Permitted Stadium Use for two hours before such event is scheduled to commence until two hours after it is scheduled to conclude, subject to the concurrent use by the School Board space permitting. If there is insufficient parking available during any of the School Board's Permitted Stadium Uses, either for the School Board patrons or County JSP Park visitors, the County hereby authorizes the use of the multi-purpose field for overflow parking; provided, however, the County reserves the right to terminate such authorization in its sole discretion including, but not limited to, based upon damage to the multi-use field caused by such parking. The School Board acknowledges and agrees that if parking demands dictate, it may need to provide overflow parking at the Relief High School with public transportation to the Stadium.

d. Parking Fees – Each party shall be entitled to charge and retain for their own separate account a parking fee for their respective Permitted Stadium Uses. The parties shall attempt in good faith to coordinate the use of the Parking Area for their respective events.

e. Restrooms – The County shall have the right at all times to use the restrooms at the Field House.

f. Prohibited Uses – The School Board shall not schedule any events to commence at the Stadium after 10:00 P.M. No alcoholic beverages or tobacco products may be sold or permitted at any time at the Stadium or the Parking Area.

**12. Maintenance and Repair.** The School Board shall be solely responsible for maintaining the Stadium in good repair and condition subject to reimbursement by the County of one-half (1/2) of the reasonable costs and expenses of same on a quarterly basis. In that regard, prior to each fiscal year, the School Board shall provide the County a pro forma budget showing the



projected maintenance and related costs for the Stadium. Thereafter, the parties shall meet and confer to mutually agree upon such budget. As a condition to payment by the County, the School Board shall submit an invoice to the County within thirty (30) days after the end of each fiscal quarter of the School Board, together with all reasonable back-up documentation providing proof that the School Board actually incurred those expenses, including time records, receipts, invoices, and purchase orders. After review of same by the County, the School Board shall also provide such other documentation as the County may reasonably request to verify such amounts. After receipt and approval or acceptance of all such documentation, the County shall make payment to the School Board within ten (10) days thereafter. The parties acknowledge and agree that there will be future maintenance and repair costs associated with the rubberized track and artificial turf and that the parties shall maintain sufficient funds for same, as needed.

The School Board shall keep all records regarding maintenance and repair of the Stadium and the County shall have the right, upon reasonable advance notice, to inspect and copy same during normal business hours. The County shall perform all grounds keeping (including mowing, irrigation, and weed and insect control) for the Parking Area and the remaining portions of JSP Park. The School Board shall be responsible for the removal of all trash and debris deposited on or in the Stadium and the Parking Area in connection with any School Board Permitted Stadium Uses of the Stadium. The County shall be responsible for the removal of all trash and debris deposited on or in the Stadium in connection with the County Permitted Stadium Uses. The County shall control the timing and the amount of irrigation for the Parking Area and the remaining portions of the Park. However, the County agrees that such irrigation shall not interfere with the use of the facilities by the School Board.

**13. Naming Rights, Signage, Sponsorship.** The County reserves the right to name the Park and may include such name on signage and relevant documents. However, notwithstanding anything to the contrary in the Settlement Agreement, as soon as practicable the parties shall meet to discuss and mutually agree upon the sale/licensing of naming rights for the Stadium venue itself including, exterior and interior signage, venue logos, third-party advertising at the Stadium and related rights ("Naming Rights") with a goal of maximizing the fees from same. The parties shall split equally (50/50) the net fees from the sale/licensing of any Naming Rights.

**14. Concessions.** Each party shall have the right to sell admission tickets to and to sell food, concessions and novelties at its Permitted Stadium Uses and to retain any proceeds for its own account.

**15. Term; Renewal; Survival** The term of this Agreement shall commence on the Effective Date of this Agreement and continue for the next fifty (50) consecutive years thereafter unless sooner terminated as provided herein. The School Board shall have the right, provided it is not in default hereunder at the time of renewal, to renew this Agreement for successive ten (10) year terms upon one (1) year advance written notice to the County prior to the expiration of the initial term or any renewal term. The provisions regarding the School Board's obligation to maintain records regarding repair and maintenance of the Stadium shall survive termination of this Agreement.

**16. General Terms and Conditions; Applicable Laws.**

The County and the School Board shall each abide by all applicable federal or state laws, rules and regulations dealing with the design, bidding, construction and operation of the Stadium. The County and the School Board shall also comply with all other applicable federal, state and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code, including the Orange County Building Code.

**17. Defaults and Remedies.**

**a. Monetary Default.** In the event that either party fails or refuses for whatever reason to pay any amount that it is obligated to pay under this Agreement and/or the Escrow Agreement ("Monetary Default"), the other party ("non-breaching party") shall provide written notice to such party ("breaching party") of the Monetary Default. If the breaching party does not cure such Monetary Default within thirty (30) business days of notice of such Monetary Default, the other party shall be entitled to the following as its sole remedies:

(i) Unless there is a good faith dispute regarding payment, the non-breaching party may terminate this Agreement with thirty (30) days written notice to the breaching party. In the event of a good faith dispute between the parties regarding payment, the non-breaching party shall not have the right to terminate as provided in this provision, but shall have the right to suspend performance as provided in Paragraph 17. a. (ii);

(ii) To the extent that the non-breaching party does not terminate this Agreement and without waiver of its right to terminate, the non-breaching party may suspend, upon thirty (30) days written notice to the breaching party, all performance under this Agreement for a period of time that correlates day-for-day for every day delay in payment hereunder until such Monetary Default is cured or appropriate legal or equitable remedies for such Monetary Default are in effect. Upon payment, the non-breaching party shall promptly re-start work and the schedule shall be extended day for day for the duration of the suspension and any appropriate days for re-mobilization and start-up of the Stadium Contractor. In such event, breaching party shall be responsible for all claims of delay made by the Architect, Stadium Contractor or other person;

(iii) The non-breaching party may also file and maintain a legal action against the breaching party for all actual damages suffered by the non-breaching party as a result of the breaching party's Monetary Default; and

(iv) The non-breaching party may seek indemnity from the breaching party pursuant to Paragraph 19.

**b. Non-Monetary Default.** In the event of any breach by the School Board or the County of any material representation, warranty, covenant or obligation made by it in this Agreement, other than a Monetary Default (a "Non-Monetary Default"), the non-breaching party shall provide written notice to the breaching party, specifying the nature of the Non-Monetary Default and the breaching party shall have thirty (30) days to cure the Non-Monetary Default; provided, however, that if the nature of the obligations is such that more than thirty (30) days are

required to cure the Non-Monetary Default, then the breaching party shall not be in breach if such party commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion; provided the breaching party shall have no more than ninety (90) days total within which to effectuate such cure. In the event of a Non-Monetary Default which has not been cured during the applicable period, the non-breaching party may elect, as its exclusive remedy to: (i) file and maintain a legal action against the breaching party for all actual damages suffered by the non-breaching party as a result of the Non-Monetary Default and/or for specific performance or other equitable relief; and/or (ii) terminate this Agreement upon written notice to the breaching party. In addition the non-breaching party may seek indemnity from the breaching party pursuant to Paragraph 19.

c. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY RIGHTS GRANTED HEREUNDER.

**18. Force Majeure.** The failure of either party to perform an obligation under this Agreement (other than monetary obligations) due to the occurrence of a force majeure event ("Force Majeure Event") , as hereinafter defined, shall not constitute an event of default or a breach of any such obligation. Both parties shall be obligated to use reasonable efforts to mitigate the adverse effect and duration of any Force Majeure Event and to perform their obligations hereunder that are not affected by any Force Majeure Event. As soon as possible after a Force Majeure Event occurs (but in no event later than 10 days after learning of same), the affected party shall give the other party a statement describing the Force Majeure Event, its cause, a description of the conditions delaying performance, an estimate of the expected duration of such Force Majeure, and its probable impact on the affected party's performance. Thereafter, the parties shall meet to discuss in good faith how best to proceed. As used herein a "Force Majeure Event" shall mean an event causing delay occasioned by a cause or causes beyond the control of the party whose performance is so delayed, including, without limitation, adverse weather conditions, earthquake, acts of God, war, civil commotion, riots, sabotage, terrorism, judicial action/inaction, regulation, legislation, third party lawsuits, moratoria, labor disturbances, or material shortages.

**19. Indemnification and Insurances.**

a. **Indemnification:** To the extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

The County shall include in the indemnification provisions of the Stadium Construction Contract a requirement that the Contractor will also indemnify and hold the School Board harmless.

**b. Insurance Coverages:**

(i) School Board and County Insurance Requirements - Without waiving their respective rights to sovereign immunity as provided in Section 768.28, Florida Statutes, the School Board and the County each acknowledge to be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes.

The School Board and the County each agree to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request the School Board and the County shall provide the other party an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which each agrees to find acceptable for the foregoing coverages.

Either party's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the other party of its liability and obligations under this Agreement.

(ii) Contractor and Consultant Insurance Requirements - Each party shall require all contractors and consultants performing work for it on the JSP Park Property, to procure and maintain in full force and effect, workers' compensation insurance, commercial general liability, business auto liability and contractor's pollution legal liability coverage in such amounts as are normally and customarily carried by contractors performing work of this nature for the County and acceptable to the County. Each party shall be listed as an additional insured on all general liability policies. Evidence of such coverages shall be furnished to the other party immediately upon request. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- or better and a Financial Size Category of "Class VIII" or better. At least thirty (30) calendar days prior to the expiration of any of the above referenced insurance policies, the responsible party shall provide the other parties to this Agreement with satisfactory evidence of the renewal of such insurance policies.

**20. Completion/Occupancy:** The School Board acknowledges and agrees that the Settlement Agreement provided that the Stadium would be open for use by July 31, 2018. Notwithstanding such provision, the County agrees to use its best efforts to have the Stadium completed by the start of the 2017-2018 school year in August, 2017; provided, however, the School Board further agrees that there is no guarantee that the Stadium will be completed by such due to circumstances beyond the County's control whether classified as Force Majeure under Paragraph 18 supra or not. Therefore, the School Board agrees that the failure of the County to complete the Stadium by the start of the 2017 - 2018 school year will not constitute an event of default hereunder as long as the County utilizes its best efforts. Regardless, the parties anticipate

that the first two (2) "home" football games for the Relief High School during the 2017 – 2018 school year shall be played at another school's field.

## **21. Miscellaneous Provisions.**

a. **Paragraph Headings.** The paragraph headings herein contained are inserted for convenience of reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision contained herein.

b. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

c. **Construction of Agreement.** The fact that one of the parties may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

d. **Waiver.** The waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by a party, unless such waiver is in writing signed by such party.

e. **Assignment:** The School Board shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

f. **Settloff:** Neither party shall have the right to settloff any amounts due to the other party under this Agreement against any other amounts due or alleged due to the other party whatsoever.

g. **No partnership or agency:** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between the County and the School Board.

h. **Severability:** If any term or provision of this Agreement, or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement; or the application of such terms or provision, to the parties or any circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

i. **Entire Agreement/Modification:** The parties agree that this Agreement together with the Settlement Agreement and the Escrow Agreement, as those terms are defined in this Agreement, sets forth the entire agreement and understanding between the parties with regard to the specific matters addressed herein and supersedes all prior negotiations, representations, understandings or agreements, whether oral or written, between the parties or made by third parties

to either party, and there are no promises, covenants, agreements, representations, warranties or understandings between the parties other than those stated herein or in any of the other agreements contemplated hereby, whether such other agreements are executed simultaneously herewith or at a future date. This Agreement may be amended, modified or terminated at any time by the mutual written agreement of both parties. To the extent of a conflict between this Agreement and the Settlement Agreement, this Agreement shall control.

j. **Attorneys' Fees and Costs:** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal.

k. **No Third-Party Beneficiary.** The parties do not intend by this Agreement to create or establish any enforceable third-party beneficiary rights or to intentionally benefit any third party, and therefore this agreement does not establish any other intended beneficiaries to any rights or obligations hereunder.

l. **Governing Law/Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida and the sole and exclusive jurisdiction and venue for any disputes arising out of or related to this Agreement shall be in circuit court in and for Orange County, Florida regardless of any choice of law or choice of forum provision.

m. **Exhibits.** All Exhibits referenced in this Agreement are incorporated herein and shall be deemed to be an integral part of this Agreement. As set forth throughout this Agreement, the Exhibits are as follows: (i) Exhibit A- Settlement Agreement; (ii) Exhibit B-Legal Description for JSP Park Property; (iii) Exhibit C- Legal Description for Stadium Site; (iv) Exhibit D- Conceptual Site Plan; and (v) Exhibit E- Stadium Prototype Design.

n. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

20. **Notices:** Whenever by the terms of this Agreement notice shall or may be given to either party, such notice shall be in writing and shall be given by : (i) hand delivery; (ii) certified mail, return receipt requested (postage prepaid); (iii) reliable overnight commercial courier (charges prepaid); or (iv) facsimile (with confirmation of transmission) to each of the parties as follows:



As to County:

Mayor, Orange County, Florida  
201 S. Rosalind Avenue  
Orlando, Florida 32801

With copies to:

County Administrator  
201 S. Rosalind Avenue –Fifth Floor  
Orlando, Florida 32801

County Attorney  
201 S. Rosalind Avenue – Third Floor  
Orlando, Florida 32801

As to The School Board:

Chairperson, The School Board of Orange County, Florida  
445 W. Amelia Street  
Orlando, Florida 32801

With a copy to:

General Counsel The School Board of Orange County, Florida  
445 W. Amelia Street  
Orlando, Florida 32801

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ORANGE COUNTY, FLORIDA**

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

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

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

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

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

**THE SCHOOL BOARD OF ORANGE  
COUNTY, FLORIDA**

BY: \_\_\_\_\_  
William E. Sublette, Chairman

ATTEST:

\_\_\_\_\_  
Dr. Barbara M. Jenkins, as its Secretary  
and Superintendent

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance of  
the Orange County Public Schools only.

\_\_\_\_\_, 2016

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Teresa Jacobs, as the Mayor of ORANGE COUNTY, FLORIDA and William E. Sublette, as the Chairman of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporation and public body corporate and politic of the State of Florida, and who each have acknowledged that he/she executed the same and that each was authorized to do so. Each is \_\_\_\_\_ personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_

APR 07 2015 KH/np

Orange County School Board vs. Orange County  
West Orange County Relief High School  
Settlement Agreement

The Orange County School Board (OCSB) and Orange County Board of County Commissioners (BCC), agree as follows:

- 1) This Settlement Agreement is entered into, and is conditioned upon, and subject to, final approval by the Orange County School Board and the Board of County Commissioners of Orange County, Florida, at separate public meetings no later than April 14, 2015.
- 2) Notwithstanding the BCC's Nov. 5, 2013, decision on the application for a special exception by Orange County Public Schools (OCPS) for a West Orange County Relief High School (Relief High School) at County Road 535, for purposes of this settlement agreement, the BCC agrees to direct that such application be remanded to its advisory body, the Orange County Board of Zoning Adjustment (BZA), for renewed consideration at a duly noticed public hearing, with the following additional conditions and restrictions being offered and proposed by the OCSB:
  - a. Residential style lighting shall be installed around the perimeter of a practice field for the Relief High School's football, soccer, and lacrosse teams, with such lighting not to exceed forty feet (40') in height, and automatic turnoff of lighting at 8:00 p.m. Publix parking lot style lighting shall be installed in the parking lots, with such lighting not to exceed thirty feet (30') in height. All such practice field and parking lot lighting shall comply with requirements of the Orange County exterior lighting ordinance, including those relating to cutoff lighting.
  - b. An eight-foot (8') high precast concrete wall with columns shall be installed along the north and east property lines.
  - c. A six-foot (6') high decorative aluminum fence shall be installed along CR 535. A black vinyl chain link fence shall be installed around the storm water retention area.
  - d. An architectural style substantially similar to the "Sun Ridge Middle School" architectural style shall be incorporated into the Relief High School campus building facades. During the public hearing process, OCPS shall present architectural elevation renderings depicting the elevations of the campus buildings and showing how they comply with such architectural style. Also, canopy buffer trees shall be planted along both sides of the retention area along the east and north property lines to maximize buffering for the neighboring properties. OCPS's total cost for

those architectural improvements, additional canopy trees, and enhanced canopy buffer shall be \$2,500,000, and such costs shall be sufficiently documented for Orange County (OC).

- e. OCPS shall design and build the Relief High School to a permanent student capacity of 2,776.
- f. OCPS shall have subdued sounding bells on the school site.
- g. OCPS shall locate the planned football stadium at Orange County's "Dorman" property located on Ficquette Road approximately one mile south of the Relief High School site, and instead shall construct a practice field where the stadium is located on the previously proposed site plan. OCPS understands and accepts that the Dorman property is the site of a future OC public park.
- h. Except as noted, the preceding subsections 2) a.-g. and the subsequent subsections 2) i. and j., OCPS shall not be required to accept any conditions or restrictions to the previously proposed site plan or use of the proposed school site.
- i. If the BCC approves the special exception request with these additional conditions and restrictions, OC shall build a standard public high school stadium for use by the Relief High School on the Dorman property at a site there to be determined by OC after consultation with OCPS. The stadium shall be open for use by July 31, 2018. OC shall retain title to the entire Dorman property. OCPS shall provide OC with minimum standards for the stadium. The stadium's basic components shall include an FHSAA regulation size football field with field goal posts, stadium lights, aluminum bleacher seating for up to 1,500 spectators, a scoreboard, a broadcast booth, an FHSAA regulation track and field facility, locker rooms, restrooms, and a concession stand. OCPS's good faith estimate is that the cost of such a standard stadium will not exceed \$5,000,000. OCPS shall contribute \$2,500,000 toward the stadium design and construction costs. OC shall pay the remaining stadium costs up to a maximum of \$2,500,000. OCPS and OC shall value engineer the costs of the stadium to ensure that those costs do not exceed \$5,000,000, or at the mutual agreement of OCPS and OC, share equally in the portion of the costs that exceed \$5,000,000. If the total cost is less than \$5,000,000, OCPS and OC shall share equally in the savings. Regardless, OC shall bear the additional costs of the design and construction of the parking lot for the stadium and other park facilities, the stormwater maintenance facility, and on-site and off-site infrastructure. OC reserves the right to name the public park, but does not object to the stadium being identified through appropriate signage as the home of the Relief High School's athletic teams.



- j. OCPS shall maintain the stadium year round, and OC shall reimburse OCPS annually for 50% of those maintenance costs. All of the Relief High School's "home" football, soccer, and lacrosse games and track and field events shall take place at this stadium. Also, the track and field team's practices shall take place at the stadium. OCPS will be the party responsible for scheduling the use of the stadium. Accordingly, during the school year, OCPS shall have priority over the stadium use. To that end, at least twice per calendar year, OCPS shall coordinate with the Orange County Parks and Recreation Division on the schedule for the use of the stadium, parking and other facilities, provided that such use shall be at a minimum of 50% for OC's use, including 50% of the Fridays, Saturdays, and Sundays. The remaining dates will be made available on a first come, first use basis. Before the stadium is designed and constructed, the parties shall enter into an agreement which further details arrangements and respective rights and responsibilities of the parties along with the joint use of the stadium by the parties and any allocation of costs and revenues, including any allocation of revenues generated from the sale of concessions or parking at OCPS events, advertising or naming rights for the stadium.
- 3) In the event the BCC approves the special exception application with the above-referenced conditions and restrictions after it has been considered by the BZA, OCSB shall within ten days after approval dismiss with prejudice the following case that is presently pending with the Circuit Court relating to the BCC's Nov. 5, 2013 decision, and waive and surrender any other claims that may be made regarding such decision: *School Board of Orange County vs. Orange County, et al*, Circuit Court Case No. 2013-CA-13692. Additionally, within ten days after the BCC approves the special exception application, the BCC and OSCB shall dismiss with prejudice their respective appeals of *School Board of Orange County vs. Orange County*, Circuit Court Case No. 2013-CA-014749, presently pending with the Fifth District Court of Appeal. OCPS shall thereafter be limited to enforcement of any Settlement Agreement entered into by the respective Boards and each party shall be responsible for its own attorney's fees and costs incurred in connection with the litigation surrounding the BCC's November 5, 2013 decision.
- 4) In the event the BCC does not approve the special exception application with the above-referenced conditions and restrictions after it has been considered by the BZA, the BCC's Nov. 5, 2013, decision on the special exception application shall be deemed unaffected by the settlement efforts, any Settlement Agreement shall be null and void and the parties shall be entitled to proceed to resolve the merits

of the OCPS's Petition for Writ of Certiorari and the Declaratory Judgment action.

- 5) OCPS understands and agrees that by approving this Settlement Agreement, neither the BCC (nor the BZA) is obligated or compelled to approve (or, with respect to the BZA, recommend approving) the special exception application with its above-referenced conditions and restrictions, and that such decision to approve or not approve the application cannot be made until a quasi-judicial hearing (or hearings) is (are) duly noticed and held. Similarly, OCPS understands and agrees that neither the BZA nor the BCC is obligated or compelled to give favorable consideration to the application with its above-referenced conditions and restrictions as a result of this Settlement Agreement having been approved by the BCC. In other words, both the BZA and the BCC reserve the authority to approve or not approve the application based on the testimony and evidence at the public hearing or hearings.
- 6) The BCC's decision regarding OCPS's special exception application with the above-referenced conditions and restrictions shall be made by not later than May 29, 2015.
- 7) OCPS consents to the BCC considering an amendment to the Orange County Comprehensive Plan and its School Siting ordinance to prohibit any future public high schools from being located in Rural Settlements, and consents to the adoption of such amendments.
- 8) OC and OCPS staff shall work jointly to develop a cooperative policy on OCPS's purchase of new land for future school sites. OCPS shall use reasonable efforts to acquire or purchase school sites that have approved zoning for the particular school. When OCPS is unable through reasonable efforts to acquire or purchase a school site with approved zoning for the particular school, OCPS shall explore purchase of an option for such property not currently zoned for the particular school.
- 9) If an interlocal agreement (in addition to the joint use agreement for the stadium) is necessary to carry out any of the above commitments, the parties agree to enter into same in a timely manner.
- 10) OC and OCPS agree that the conditions identified in paragraph 2 of this Settlement Agreement shall not be binding on any future school zoning or other school land use applications.

**The School Board of Orange County, Florida**, a corporate body organized and existing under the Constitution and laws of the State of Florida

By: [Signature]  
William E. Sublette, Chairman

Date: 4.28.15

ATTEST:

By: [Signature]  
Dr. Barbara M. Jenkins, as its  
Secretary and Superintendent

**Orange County, Florida**  
By: **Board of County Commissioners**

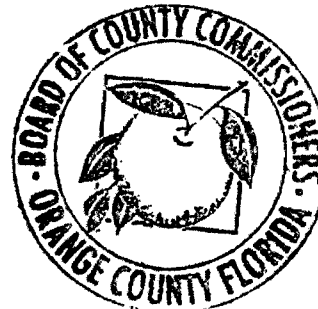
By: [Signature]  
Teresa Jacobs, Orange County Mayor

Date: 4.8.15

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

By: [Signature]  
Deputy Clerk

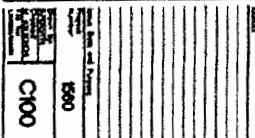
Approved as to form and legality by the Office  
of Legal Services to the Orange County School  
Board on: 4/1/15 Signature: [Signature]  
Print Name: Doreen "Wendy" McArthur



DESCRIPTION: (Per Official Records Book 10738, Page 9076, Orange County, Florida.)

That part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 23 South, Range 27 East, lying South of Ficquette Road, and the East half of the Southeast Quarter, Section 22, Township 23 South, Range 27 East, lying South of Ficquette Road, Orange County, Florida.

[TO BE DETERMINED]





[TO BE DETERMINED]

**WEST ORANGE RELIEF HIGH SCHOOL  
STADIUM ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT ("Escrow Agreement")** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and among **Orange County, Florida**, a charter county and political subdivision of the State of Florida ("**County**"), **The School Board of Orange County, Florida**, ("**School Board**"), and **Martha O. Haynie, Comptroller for Orange County, Florida** (the "**Escrow Agent**").

**RECITALS:**

**WHEREAS**, the School Board and the County are entering into the Stadium Agreement to be executed contemporaneously herewith pursuant to which the School Board and the County have agreed to provide funding to design, develop and construct the Stadium for the West Orange Relief High School ; and

**WHEREAS**, the School Board and the County desire that the Escrow Agent act as the escrow agent relating to the Escrow Property; and

**WHEREAS**, Escrow Agent agrees to act as Escrow Agent for the Escrow Property on the terms and conditions set forth herein.

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

**ARTICLE 1  
RECITALS**

The foregoing recitals are true and correct and are incorporated herein by reference as if set forth verbatim.

**ARTICLE 2  
DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meanings ascribed to each of them in the Stadium Agreement which is incorporated by reference herein.

**ARTICLE 3  
THE SCHOOL BOARD ESCROW DEPOSITS AND DISBURSEMENTS**

**3.01 Deposits by the School Board.** The School Board hereby agrees that it will make deposits into a separate, restricted, interest-bearing escrow account ("**Escrow Account**") to be set up by the Escrow Agent. Such deposits shall be in the amounts specified in Paragraphs 4a. and 10 of the Stadium Agreement. In accordance therewith, within thirty (30)

days after the Effective Date of the Stadium Agreement, the School Board shall deposit into the Escrow Account the lump sum of One Million and no/100 Dollars (\$1,000,000) ("**School Board's Initial Escrow Property**") and together with any other funds subsequently deposited by the School Board pursuant to the terms of the Stadium Agreement, and any interest thereon, collectively referred to herein as the "**Escrow Property**"). The School Board further agrees that it shall make additional deposits into the Escrow Account in accordance with Paragraphs 4a. and 10 of the Stadium as monies are disbursed pursuant to approved Draw Requests so that at all times a minimum balance of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000) is maintained in the Escrow Account. During the term of this Escrow Agreement, Escrow Agent agrees to acknowledge the receipt of the Escrow Property, as and when received, by providing written notice to each of the parties hereto within five (5) days after receipt of such funds; such notice, at Escrow Agent's election, may be by electronic mail (e-mail) to addresses provided by the respective parties. Escrow Agent shall use the Escrow Property to establish the Escrow Account to be held, administered and distributed as provided for herein.

**3.02 Disbursement of Escrow Property.** Upon approval (or deemed approval) of a Draw Request by the County and the School Board in accordance with Paragraph 10 of the Stadium Agreement, Escrow Agent shall disburse funds from the Escrow Account in an amount equal to the sum so approved (or deemed approved). Upon final completion of the Stadium and payment of all amounts required to be paid by the School Board under the Stadium Agreement, the County shall provide the School Board and Escrow Agent evidence thereof, and Escrow Agent shall disburse to the School Board from the Escrow Account any remaining sums in the Escrow Account. In no event shall Escrow Agent disburse funds from the Escrow Account less than or in excess of the sum approved (or deemed approved) by the School Board and the County.

**3.03 No Constructive Knowledge.** Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing. Escrow Agent shall not be charged with any constructive notice whatsoever.

**3.04 Expenditures by Escrow Agent.** In the event instructions from either the School Board or the County would require Escrow Agent to incur any costs or make any expenditures (other than pursuant to Draw Requests in accordance with Section 3.02 above), Escrow Agent shall be entitled to refrain from taking any action until Escrow Agent has notified the School Board and the County that payment for such costs or expenses is required and Escrow Agent receives payment for such costs or expenses from the requesting party.

**3.05 Right to Perform Services for Others.** The School Board and the County acknowledge and agree that nothing in this Escrow Agreement shall prohibit Escrow Agent from serving in a similar capacity on behalf of others.

**3.06 Ministerial Duties.** The parties agree that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Escrow Property and the disposition of the same in accordance with this Escrow Agreement and the Stadium Agreement.

3.07           **Releases.** The School Board and the County each hereby release Escrow Agent from any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature arising from, or in any way connected with, this Escrow Agreement (hereinafter collectively referred to as "**Claims**") with the exception of any Claims arising from, or in any way connected with, a breach of this Escrow Agreement by Escrow Agent or Escrow Agent's failure to follow the instructions contained herein.

3.08           **No Obligation to Overdraw.** Notwithstanding any provision of this Escrow Agreement to the contrary, Escrow Agent shall not be required to make payment of an amount in excess of the then current available balance in the Escrow Account.

#### **ARTICLE 4 TERM**

4.01           **Term and Termination.** This Escrow Agreement shall become effective upon execution of the Stadium Agreement and execution of this Escrow Agreement by all of the parties hereto and shall remain in effect unless and until it is terminated as provided for in this Section. This Escrow Agreement may be terminated as follows:

A.       Upon written notice given by the School Board and the County of the cancellation of the designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than twenty (20) business days after notice to Escrow Agent of such cancellation; or

B.       Upon Escrow Agent's resignation as Escrow Agent, which Escrow Agent may do at anytime upon giving written notice to the School Board and the County of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than twenty (20) business days after the giving of notice of resignation; or

C.       Upon written notice from either the School Board or the County to Escrow Agent that the Stadium Agreement has been terminated in accordance with its terms; provided, however, that termination of this Escrow Agreement shall take effect no earlier than twenty (20) business days after notice to Escrow Agent of such termination; or

D.       Upon disbursement of all escrowed funds as provided in Section 3.02.

4.02           **Delivery of Escrow Property to Successor Agent.** Upon termination of the duties of Escrow Agent in either manner set forth in Section 4.01A. or 4.01B, Escrow Agent shall deliver all of the Escrow Property, including any and all interest and other earnings thereon, to the newly appointed escrow agent designated in writing by the School Board and the County. In the event the School Board and the County fail to agree to a successor escrow agent prior to the effective date or cancellation or resignation, Escrow Agent shall have the right to deposit all of the Escrow Property held hereunder into the registry of an appropriate State Court of

competent jurisdiction in Orange County, Florida, and request judicial determination of the rights of the School Board and the County by interpleader or other appropriate action.

**4.03 Delivery of Escrow Property to the School Board.** Upon termination of the duties of the Escrow Agent in the manner set forth in Section 4.01 C., Escrow Agent shall deliver all of the Escrow Property, including any and all interest and other earnings thereon, to the School Board.

**4.04. Delivery of Escrow Property to the School Board.** Upon termination of the duties of Escrow Agent in either manner set forth in Section 4.01 D., Escrow Agent shall deliver all of the Escrow Property, including any and all interest and other earnings thereon to the School Board in accordance with Section 3.02.

## **ARTICLE 5 DISPUTES**

In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrow Property, Escrow Agent shall, at its option, either: (a) tender the Escrow Property into the registry of the appropriate court; or (b) disburse the Escrow Property in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrow Property into the registry of the appropriate court and files an action of interpleader naming the School Board, the County and any other affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

## **ARTICLE 6 NOTICES**

Any notice required to be given hereunder shall be in writing and hand-delivered by messenger; mailed, postage prepaid, by United States Certified or Registered Mail, Return Receipt Requested; or dispatched by a nationally-recognized overnight mail delivery service, addressed to the parties as follows:

### **If to County:**

Orange County, Florida  
201 S. Rosalind Avenue  
Orlando, Florida, 32802  
Attn.: Orange County Administrator  
Facsimile: (407) 836-7399  
E-mail: countyadmin@ocfl.net

With a copy to:

Orange County Attorney's Office

201 South Rosalind Avenue, 3<sup>rd</sup> Floor  
Orlando, Florida 32801  
Facsimile: (407) 836-5888  
Email: Scott.McHenry@ocfl.net

**If to the School Board:**

Superintendent  
The School Board of Orange County, Florida  
445 W. Amelia Street  
Orlando, Florida 32801

With a copy to:

General Counsel  
Orange County Public Schools  
445 W. Amelia Street  
Orlando, Florida 32801

**If to Escrow Agent:**

Martha O. Haynie  
Orange County Comptroller  
201 S. Rosalind Avenue, 4<sup>th</sup> Floor  
Orlando, Florida 32802  
Facsimile: 407-836-5599  
Email: None

Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; (ii) if by mail, three (3) days after the date first deposited in the United States mail; (iii) if by overnight courier; on the date shown on the courier's receipt as the date of actual delivery. Facsimile numbers and email addresses are provided as a convenience only; notification by either method is not sufficient to constitute notice hereunder except under the specific circumstance specifically set forth in Section 3.01 herein for email notification from the Escrow Agent. A party may change its address by giving written notice to other parties as specified herein.

**ARTICLE 7  
MISCELLANEOUS**

**7.01 Governing Law and Venue.** This Escrow Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Escrow Agreement shall be proper only in a State Court of competent jurisdiction located in Orange County, Florida.

7.02           **Modifications to Escrow Agreement.** Neither Escrow Agent nor the parties shall be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and all of the parties hereto.

7.03           **Cumulative Rights.** No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy, shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute. The exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

7.04           **Binding Agreement.** This Escrow Agreement shall be binding upon the School Board, the County and Escrow Agent and their respective successors and assigns.

7.05           **Captions.** The captions contained in this Escrow Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Escrow Agreement or the intent of any provision contained herein.

7.06           **Exhibits.** Any Exhibits referenced in this Escrow Agreement are incorporated into this Escrow Agreement by such reference and shall be deemed to be an integral part of this Escrow Agreement.

7.07           **Counterparts.** This Escrow Agreement may be executed in any two or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

7.08           **Cross Defaults.** A default under this Escrow Agreement shall also be considered a default under Paragraph 17 of the Stadium Agreement and vice-versa.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

**ESCROW AGENT:  
MARTHA O. HAYNIE,  
ORANGE COUNTY COMPTROLLER**

By: \_\_\_\_\_  
Martha O. Haynie,  
Orange County Comptroller

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

**ORANGE COUNTY, FLORIDA**

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

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

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

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

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

**THE SCHOOL BOARD OF  
ORANGE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
William E. Sublette, Chairman

ATTEST:

\_\_\_\_\_  
Dr. Barbara M. Jenkins, as its  
Secretary and Superintendent

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance of  
The School Board of Orange County, Florida only.

\_\_\_\_\_, 2016

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Teresa Jacobs, as the Mayor of ORANGE COUNTY, FLORIDA and William E. Sublette, as the Chairman of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporation and public body corporate and politic of the State of Florida, and who have acknowledged that he/she executed the same and that each was authorized to do so. Each is \_\_\_\_ personally known to me or \_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_



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, May 24, 2016**

**COUNTY COMPTROLLER**

**Informational only – No Board action required**

Receipt of the following items to file for the record:

- 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, 2<sup>nd</sup> 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

Items filed for the record can be accessed at [www.occompt.com](http://www.occompt.com). Then navigate to Clerk of the BCC.



Interoffice Memorandum

April 28, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: Carrie Woodell, Acting Manager, Procurement Division

CONTACT: Sara Flynn-Kramer, Manager, Capital Projects Division  
407-836-0048

SUBJECT: Selection of Consultant, RFP Y16-811-CC, Design Services for  
East Orange Multipurpose Fields

**RECOMMENDATION**

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. 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.

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

Proposals were evaluated by the Procurement Committee on April 27, 2016. Commissioner Pete Clarke was assigned to the Procurement Committee.

**PURPOSE**

To select a firm to provide design services for East Orange Multipurpose Fields.

**DISCUSSION**

The project is for design services for East Orange multipurpose fields, consisting of approximately 22 acres and may include up to three lit multipurpose/soccer fields, fencing, concrete sidewalks, parking spaces, irrigation and drainage. A restroom, concession building will be included in addition to the previously listed amenities.

The consultant will perform the following services:

1. Project Program Development
2. Project Data/Information Gathering
3. Design Development
4. Construction Contract Documents
5. Technical Support Services
6. Contract Administration

Two proposals were received in response to the solicitation. Consensus scores of the Procurement Committee are attached.

RFP#:Y16-811-CC	PROJECT		PROJECT		M/WBE		LOCATION		VOLUME		SCOPE		Welfare		Veterans		TOTAL
DESIGN SERVICES FOR EAST ORANGE MULTIPURPOSE FIELDS	PROJECT MANAGER (factor 1.666)		TEAM														
WEIGHT	25		15		15		10		5		30		1		2		
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	
SK Consortium, Inc.	3.0	50	4.0	60	4.0	60	5.0	50	4.0	20	5.0	150	0.0	0	0.0	0	390.0
Cribb Philbeck Weaver Group, Inc.	3.0	50	4.0	60	4.0	60	5.0	50	4.0	20	4.0	120	0.0	0	0.0	0	360.0



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

April 25, 2016

TO: Corie Cummings, Senior Contract Administrator, Procurement Division  
FROM: A.3. Angela Brown, Senior Contract Administrator, Business Development  
SUBJ: Y16-811-CC / Design Services for East Orange Multipurpose Fields  
APPROVED: Sheena Ferguson  
Sheena Ferguson, BDD Manager

Listed below are respondents to the subject RFP with their sub-consultants and M/WBE participation score on a 1 – 5 scale (RFP GOALS: M/WBE-27% & EEO-24%):

	Projected %	Sub-Consultant Role
1. CRIBB PHILBECK WEAVER GROUP, INC. Majority Prime		
<u>M/WBE Subconsultants:</u>		
TEAM Engineering, LLC (White Female)	13%	Civil Engineering
Bobes Associates Consulting Engineers, Inc. (Hispanic Male)	4%	MEP
JCR Consulting, Inc. (White Female)	4%	Landscape Services
Carlsson, Inc. (White Female)	4%	Cost Estimating
Yvonne L. Froscher (White Female)	2%	Environmental Services
Total M/WBE Participation:	27%	
EEO Staff:	28%	
Points:	4	



**BONUS POINTS:**

No Welfare Recipient(s) Proposed

No Registered Service Disabled Veteran(s)  
Proposed

Total Bonus Points: 0

2. **SK CONSORTIUM, INC.**  
Majority Prime

**M/WBE Subconsultants:**

Murray Design Group, Inc. (African American Male)	12%*	Landscape Architecture & Irrigation Design
Bobes Associates Consulting Engineers, Inc. (Hispanic Male)	12%*	MEP Engineering
Yvonne I. Froscher (White Female)	3.5%*	Environmental Consulting

\*Proposer has included percent allocations for each M/WBE subconsultant on Form M, however, has also included TBD for each allocation. TBD is not indicative of a percentage or dollar amount value and is not used in calculating total M/WBE participation. Therefore, the percent values indicated by the Proposer, on Form B and Form M, are reflected in the total M/WBE participation identified below.

Total M/WBE Participation: 27.5%  
EEO Staff: 50%

Points: 4

**BONUS POINTS:**

No Welfare Recipient(s) Proposed

No Registered Service Disabled Veteran(s)  
Proposed

Total Bonus Points: 0



III. DISCUSSION AGENDA  
FAMILY SERVICES  
DEPARTMENT

1

**Interoffice Memorandum**

**AGENDA ITEM**

May 9, 2016

TO: Mayor Teresa Jacobs  
And  
Board of County Commissioners

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

FROM: Sherry Paramore, Manager *SP*  
Community Action Division

CONTACT: Sherry Paramore  
(407) 836-8918

SUBJECT: Community Action Division Annual Update

**May 24, 2016 Consent Agenda/All Districts**

May is Community Action month. The Community Action Division would like to provide an annual update to the Board of County Commissioners. During this presentation, staff will provide a summary of accomplishments, client success stories and impact over the past year.

**ACTION REQUESTED: No Action Requested.**

C: George A. Ralls, M.D., Deputy County Administrator  
Lonnie C. Bell, Jr., Director, Family Services Department



AGENDA ITEM

May 6, 2016

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

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

FROM : Lavon B. Williams, Esq., AICP, Manager *LBW*  
Neighborhood Preservation and Revitalization Division

SUBJECT: Discussion Agenda Item – May 24, 2016  
Pine Hills Neighborhood Improvement District

In December 2011, the Board of County Commissioners (BCC) approved the creation of the Pine Hills Neighborhood Improvement District (NID) to revitalize Pine Hills. Orange County has provided annual funding of \$125K for the NID through the Crime Prevention Fund. By law, the NID can levy a special assessment up to \$500 or an ad valorem tax up to 2 mills to raise additional funding, subject to a referendum and a resolution of approval by the BCC. The NID advisory council is recommending that the district implement a special assessment for infrastructure upgrades, business development, safety and security measures and aesthetic improvements.

As a prerequisite to the referendum, the BCC required the NID to obtain signatures from 20 percent of NID property owners on a petition asking whether or not they would like to see this issue on a referendum. The NID has secured the signatures and is now coming forward requesting authorization to conduct a referendum of property owners regarding implementing the special assessment of up to \$500.

If approved, the potential revenue estimated is \$147K annually. This special assessment can be in effect for the lifespan of the NID or until decreased or terminated by the BCC. This action requires a supermajority vote of the BCC.

Should you have questions or need additional information, please contact me at extension 65614.

**ACTION REQUESTED:** 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.

LBW/ydl

c: Michelle A. Owens, Executive Director, Pine Hills NID  
Tim Haberkamp, Chairman, Pine Hills NID Advisory Council

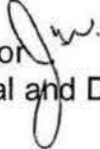


Interoffice Memorandum

AGENDA ITEM

May 2, 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: **Alberto A. Vargas, MArch., Manager  
Planning Division  
407 836-5354**

SUBJECT: May 24, 2016 – Work Session Item  
International Drive Development Code

On May 24, 2016, staff from the Planning Division will present an overview of the International Drive District Overlay, a land development code that updates the current Convention Plaza District Overlay. The new code implements the I-Drive 2040 District Vision, completed by the International Drive Steering Review Group and brought to the Board on November 3, 2015.

The intent of the code is to create a design-based regulatory structure with development standards that address and reinforce a vibrant urban environment for the district. The components of the code include site and building requirements, block configuration, street types, parking and landscaping. These regulations are form based with strategic emphasis on right of way and urban infill within the District.

The new code is scheduled to go to the Planning and Zoning Commission on June 16, 2016.

This presentation is for informational purposes only.

JVW/AV:rep

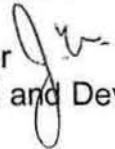


Interoffice Memorandum

AGENDA ITEM

May 10, 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: **Alberto A. Vargas, MArch., Manager**  
**Planning Division**  
**407 836-5354**

SUBJECT: May 24, 2016 – Work Session Item  
Horizon West Sector Plan

Last fall, an Objections, Recommendations and Comments letter from the Florida Department of Economic Opportunity (DEO) objected to comprehensive plan amendments related to the Horizon West sector planning area of Orange County. The letter noted that the Specific Area Plan (SAP) of sector plans should no longer be included in comprehensive plans and directed the County to remove the SAP maps and related policies from the plan. County staff proposed a responsive action plan to address these concerns, as outlined in the attached November 12, 2015 letter to DEO.

DEO has indicated its support of this action plan, and staff is preparing the necessary policy and future land use map amendments to remove the SAP maps and SAP specific policies from the Comprehensive Plan and readopt them in the County Code. General policies for the Horizon West planning area will remain in the plan. This is seen as an administrative effort and will not change current planning policies or land use entitlements in Horizon West.

Staff will present an overview of this item and the proposed changes to the Horizon West sector plan. Related Comprehensive Plan amendments are scheduled to go to the Planning and Zoning Commission on June 16, 2016.

Page Two  
May 24, 2016 – Work Session Item  
Horizon West Sector Plan

This presentation is for informational purposes only.

JVW/AV:gg

Attachment



November 12, 2015

Mr. William B. Killingsworth  
Director, Division of Community Development  
Florida Department of Economic Opportunity  
107 E Madison St  
Tallahassee, FL 32399

Re: Response to DEO Review of Proposed Plan Amendments  
Amendment No. 15-5SP

Dear Mr. Killingsworth:

The Orange County Planning Division is in receipt of your correspondence dated October 13, 2015. We appreciate the review and comments of the Department of Economic Opportunity (DEO) regarding Orange County's proposed Comprehensive Plan amendments (DEO file No. 15-5SP). Our responses to the Objections raised in your letter are provided below. We would like to assure you that the Orange County Planning Division is committed to working with the DEO to further address concerns related to the Horizon West Sector Plan. We also appreciated the chance to review the letter and our proposed responses via a November 5, 2015 conference call with your staff.

1. **Objection:** The proposed FLUM Amendments impact four different detailed specific area plans (DSAPs) adopted in the comprehensive plan. The text amendments proposed changes to three Future Land Use (FLU) policies FLU4.3.10, FLU4.3.11, and FLU4.3.12 which are guided by Horizon West Sector Plan's Transportation System Objective FLU4.3. The text amendment also references consistency with Section 163.3245, F.S.

The procedure by which Orange County is proposing to amend the DSAPs within the adopted Horizon West Sector Plan is not consistent with Section 163, Florida Statutes. Prior to 2011, Florida Statutes required that DSAPs be adopted within the body of the comprehensive plan. Orange County complied with these requirements by adopting DSAP policies specific for each DSAP implementing the Horizon West Long Term Master Plan.



Since 2011, DSAPs have been required to be adopted by a local Development Order consistent with a sector plan's long term master plan.

Authority: Sections 163.3245 (3)(b),(e), and (11), Florida Statutes

**Recommendations:** Do not adopt the amendments as proposed. The County should propose amendments to the comprehensive plan to remove the policies and maps that directly apply to each DSAP and readopt the policies in the form of conditions in a Development Order pursuant to the requirements of Section 163.3245(3), (3)(b), (3)(e), and (11), F.S.

### **Orange County Response**

In June of 1995, the Orange County Board of County Commissioners (BCC) adopted *A Village Land Use Classification and Horizon West Study Report* and a new *Village Future Land Use Map* designation for approximately 21,000 acres of usable land. In December of 2000, the County entered into a Sector Plan Agreement with the Florida Department of Community Affairs for Horizon West, making it the first sector plan in Florida to take advantage of the sector plan provisions of Section 163.3245 FS, as adopted in 1998. As DEO notes above, 2011 amendments to this legislation fundamentally changed the status of sector plans and their associated DSAPs as they appear in comprehensive plans. Such changes made a major reorganization of the Horizon West Sector Plan necessary in order to regain consistency with the statutes.

Over the last 15 years, Horizon West has developed under its Village/Specific Area Plan structure to the point that the transportation and community infrastructure is well defined and largely in place, with a substantial percentage of residential and non-residential development within the several villages completed or underway. Given the level of plan implementation that has occurred, it has become apparent that the benefits of sector plan status, which were so important to the initial stages of Horizon West, may no longer be as great. Therefore, Orange County is proposing to remove the designation of Horizon West Sector Plan from the Comprehensive Plan and replace it with the designation of Horizon West Special Planning Area, with associated framework policies. The Villages/Specific Area Plans and any village specific policies will also be removed from the Comprehensive Plan Future Land Use Map Element and Future Land Use Map series and adopted into the Orange County Code of Ordinances, where they will be managed with a process similar to that of Planned Developments.

The proposed procedure for making the outlined changes is summarized as follows:

1. Amend the Comprehensive Plan's Future Land Use Map series to rescind Future Land Use Map 3 "Map 2 Horizon West Specific Area Plan Future Land Use" (FLUM 3).

2. Amend the Future Land Use Map to depict a Horizon West Special Planning Area that encompasses the boundaries of the six named villages and other lands that currently have a *Village* Future land Use designation.
3. Review the Horizon West policies of the Comprehensive Plan (Future Land Use Element GOAL FLU4 and associated Objectives and Policies) to retain framework policies that apply generally to the Special Planning Area and remove those applicable to individual villages.

These three amendment efforts are to occur within the 2016-2 regular cycle, with transmittal hearings by the Local Planning Agency and Board of County Commissioners tentatively scheduled for June and July of 2016, respectively, and adoption hearings tentatively scheduled for October and November of 2016, respectively.

The Village Land Use Plans (Specific Area Plans) and related policies are to be adopted, with possible revisions, into the County Code of Ordinances. Going forward, amendments are to be approved by local development order with a local process similar to a Planned Development review, with the individual village land use maps updated administratively in accordance with those approvals.

4. Orange County will not accept any new Comprehensive Plan amendments in Horizon West while the amendments and code revisions described above are being processed.
5. With DEO's acceptance of this response, it is proposed that Horizon West Comprehensive Plan amendment applications that have been received as of October 13, 2015 shall be allowed to continue to completion. These shall be limited to:

Privately-initiated Future Land Use Map Amendments 2015-2-A-1-2, 2015-2-A-1-4, 2015-2-A-1-7 and staff-initiated text amendment 2015-2-B-FLUE-3, currently scheduled for BCC adoption on November 17, 2015; and

Privately-initiated Future Land Use Map Amendments 2016-1-A-1-1, 2016-1-A-1-2 and 2016-1-A-1-4, tentatively scheduled for BCC adoption in June of 2016.

2. **Objection:** Policy FLU 4.3.10 addresses mitigation for Village I including the timing for future assessments of transportation impacts, extra jurisdictional impacts, and timing of commitment and identification of future transportation mitigation. The changes update statutory references in the policy to Section 163.3245, and 163.3164, F.S., and to remove references to Rule 9J-2, Florida Administrative Code.

The proposed policy requires the DSAP be amended in the future pursuant to Section 163.3184, F.S., to reflect any improvements needed consistent with Section 163.3245 (3)(b) 4, F.S. The policy was not updated to reflect the 2011 changes to Section 163.3245, F.S., that

no longer require the DSAP to be adopted as part of the comprehensive plan. Therefore, there is no need for the language in the policy to require an amendment to the comprehensive plan "pursuant to Section 163.3184, F.S."

**Recommendations:** Do not adopt the amendments as proposed. The County should propose amendments to its comprehensive plan to remove the policies and maps that directly apply to each DSAP and readopt the policies in the form of conditions in a Development Order pursuant to the requirements of Section 163.3245(3), (3)(b), (3) (e), and (11) F.S.

**Orange County Response**

References to Section 163.3184, F.S. have been removed from the proposed amendment. The proposed changes to the amendments of Policy 4.3.10 are highlighted in pink in the attached document.

3. **Objection:** The amendment proposes to amend Policy 4.3.10 to add a "Road Network Agreement" requirement for development of Phase 1 and to not allow development to commence beyond 2015 "unless the necessary improvements are included in the County's Capital Improvements Element in a "financially feasible manner.... Consistent with Section 163.3245(3)(b)6, and Section 163.3164(38), F.S.". However, Chapter 163 F.S., no longer requires a "financially feasible" capital improvement schedule. Section 163.3245(3)(b)6, F.S. requires public facilities necessary to serve development in the DSAP, including developer contributions in a 5-year Capital Improvements Schedule of the affected local government but does not require the Capital Improvements Schedule to be "financially feasible."

**Authority:** Sections 163.3177(3), 163.3245(3), (3)(b), (3)(e), and (11), Florida Statutes

**Recommendations:** Do not adopt the amendments as proposed. The County should propose amendments to its comprehensive plan to remove the policies and maps that directly apply to each DSAP and readopt the policies in the form of conditions in a Development Order pursuant to the requirements of Section 163.3245(3), (3)(b), (3)(e), and (11), F.S.

**Orange County Response**

References to Florida Statutes in defining how the term "financially feasible" is to be used have been removed from the proposed amendment. While the Florida Statutes no longer require financial feasibility, it is still a countywide requirement of the Orange County Comprehensive Plan (please see Capital improvement Element Policy CIE1.16, Transportation Element Goal T1, Objective OBJ T1.3, and Policies T1.3.1 and T3.4.1). See proposed changes to the amendments of Policy 4.3.10 which remove references to the Florida Statutes and, instead, reference requirements of the adopted Orange County Comprehensive Plan. These changes are highlighted in pink in the attached document.

4. **Objection:** Policy FLU 4.3.11 addresses extra-jurisdictional transportation impacts for development that would otherwise be subject to the provisions of Section 380.06 F.S., except for the provisions set forth in 163.3245, F.S. The policy continues to make reference to the necessity for a comprehensive plan amendment.

Policy FLU4.3.12 references extra-jurisdictional roadways for development in the Village I Specific Area Plan adopted on June 10, 2008; and proposes to change the Florida Statue reference from Section 163.3245(3)(b)3, F.S. to 163.3245(3)(b)4, and 5 F.S. The policy requires an amendment to the DSAP in the comprehensive plan.

**Authority:** Sections 163.3245(3), (3)(b), (3)(e), and (11), Florida Statutes

**Recommendations:** Do not adopt the amendments as proposed. The county should propose amendments to its comprehensive plan to remove the policies and maps that directly apply to each DSAP and readopt the policies in the form of conditions in a Development Order pursuant to the requirements of Section 163.3245(3), (3)(b), (3)(e), and (11), F.S.

**Orange County Response**

References to the need for a Comprehensive Plan amendment have been removed from the proposed amendment to policy 4.3.11. The proposed changes to the amendments of Policy 4.3.11 are highlighted in pink in the attached document.

I hope that our response and our commitment to future actions will be found satisfactory. Please feel free to contact Greg Golgowski, Chief Planner, Comprehensive Planning Section, at 407-836-5624 or [Gregory.Golgowski@ocfl.net](mailto:Gregory.Golgowski@ocfl.net) if you have any questions or need additional information in regards to the responses provided.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Alberto Vargas'.

Alberto Vargas, MArch  
Planning Manager

Enc.

cc: Teresa Jacobs, Mayor, Orange County  
Hugh Harling, P.E., Executive Director, East Central Florida Regional Planning Council



## B. Policy Amendments

Following are the policy changes proposed by this amendment. The proposed policy changes are shown in underline/~~striketrough~~ format. Staff recommends adoption of the amendment.

**OBJ FLU4.3 TRANSPORTATION SYSTEM.** Within each SAP, there shall be a balanced transportation system that offers, with equal priority, multiple transportation options. This will include local and regional transit options, bicycle and pedestrian ways, and both higher speed thoroughfares and lower speed local roads for automobiles.

**FLU4.3.10 Village I.** Consistent with Sections 163.3245(3)(b)43, and 6, Florida Statutes (F.S.), prior to commencing development beyond Phase I per Table 7.5 of the Village I Specific Area Plan, Village I developers/owners will reassess the projected cumulative transportation impacts of Village I and demonstrate that any significant and adverse impacts, including impacts outside Orange County's jurisdiction, will be mitigated ~~to meet Rule 9J-2, Florida Administrative Code, requirements.~~ The SAP will be amended pursuant to ~~Section 163.3184, F.S.,~~ to reflect any improvements needed in order to be consistent with Section 163.3245(3)(b)4., F.S. Development of Phase I consistent with Table 7.5 of the *Village I Specific Area Plan*, adopted by the Board of County Commissioners on June 10, 2008, may not continue beyond ~~through 2013 upon the effectiveness of the adopted amendment~~ November 17, 2015, the anticipated adoption date of this amended FLU4.3.10, without a Road Network Agreement in place that is determined to be financially feasible by the County and that substantially complies with a Global Road Network Term Sheet for Village I. Development beyond year 2015 in Phase I shall not commence without a Road Network Agreement and unless adequate public facilities are demonstrated to be available or planned to be available in a financially feasible manner in accordance with the Road Network Agreement, the County's 5-Year Schedule of Capital Improvements, and the applicable implementing policies of the ~~in Orange County's adopted Comprehensive Plan, Capital Improvements Element as these terms are defined in consistent with Sections 163.3164(24) and (32) 163.3245(3)(b)6. and Section 163.3164(38), Florida Statutes F.S.~~

The foregoing notwithstanding, any project that has submitted a legally and technically sufficient application for a Planned Development prior to November 17, 2015, may proceed with development in Phase I without entering into a Road Network Agreement pursuant to a Global Road Network Term Sheet for Village I; provided, however, that such development shall be required to obtain at least one development permit for vertical construction other than a model home (the "Permit") within thirty (30) months from the date of approval of the Planned Development. In the event any such project does not obtain a permit within the thirty (30) month timeframe, such project shall then be subject to entering into a Road Network Agreement pursuant to a Global Road Network Term Sheet for Village I. If a Global Road Network Term Sheet for Village I has been finalized, such that the development cannot participate, then the development shall be subject to the County's concurrency management system (and, potentially, entering into a proportionate share agreement).

**FLU4.3.11** In order to account for extra-jurisdictional transportation impacts, for development that otherwise would be subject to the provisions of Section 380.06, F.S., except for the

exemption set forth in Section 163.3245, ~~Florida Statutes~~ F.S., the County may require, in all villages except Village H, in addition to the requirements of Future Land Use Element FLU4.1.8 IV 2.b., monitoring and modeling for transportation facilities impacted by an SAP. In addition, future SAPs shall include ~~as part of their comprehensive amendment~~ a list of candidate roadways for such monitoring and modeling. The County may require mitigation based on the SAP or subsequent monitoring and modeling. Any required monitoring and modeling will be in addition to concurrency requirements otherwise required by the Orange County Code.

- FLU4.3.12 Orange County shall coordinate with Osceola County regarding significant and adverse impacts to extra-jurisdictional roadways related to development in Village I, which summarized in Table 7.5 of the *Village I Specific Area Plan* adopted by the Board of County Commissioners on June 10, 2008. Pursuant to Policy FLU4.3.10~~1~~, a transportation analysis will be performed to identify these impacts within both Orange and Osceola ~~e~~Counties. Osceola County will be provided a copy of the analysis by Orange County and will be given 30 days upon receipt to respond with comments. Upon determination by Orange County of the transportation impacts and mitigation for substantial impacts to regional roadways within both jurisdictions, consistent with Sections 163.3245(3)(b)~~34. and 5., F.S., Florida Statutes~~, Orange County shall amend the SAP to include the agreed-upon mitigation including the identified improvements, timing of construction, and funding of such improvements. ~~consistent with Rule 9J-2, F.A.C.~~





**Orange County  
Board of Zoning Adjustment  
RECOMMENDATIONS  
BOOKLET**

**MAY 5, 2016**

Prepared by:  
Community, Environmental & Development Services Department,  
Orange County Zoning Division



**ORANGE COUNTY GOVERNMENT**  
**BOARD OF ZONING ADJUSTMENT**  
**(BZA)**

Carolyn C. Karraker <b><i>Vice-Chairperson</i></b>	District #1
Gregory A. Jackson	District #2
Tony Rey	District #3
Deborah Moskowitz	District #4
Zachary Seybold <b><i>Chairman</i></b>	District #5
Eugene Roberson	District #6
Chuck Norman	At Large

## ***ORANGE COUNTY ZONING DISTRICTS***

### **Agricultural Districts**

A-1.....	Citrus Rural
A-2.....	Farmland Rural
A-R.....	Agricultural-Residential District

### **Residential Districts**

R-CE.....	Country Estate District
R-CE-2.....	Rural Residential District
R-CE-5.....	Rural Country Estate Residential District
R-1, R-1A & R-1AA.....	Single-Family Dwelling District
R-1AAA & R-1AAAA.....	Residential Urban Districts
R-2.....	Residential District
R-3.....	Multiple-Family Dwelling District
X-C.....	Cluster Districts (where X is the base zoning district)
R-T.....	Mobile Home Park District
R-T-1.....	Mobile Home Subdivision District
R-T-2.....	Combination Mobile Home and Single-Family Dwelling District
R-L-D.....	Residential -Low-Density District
N-R.....	Neighborhood Residential

### **Non- Residential Districts**

P-O.....	Professional Office District
C-1.....	Retail Commercial District
C-2.....	General Commercial District
C-3.....	Wholesale Commercial District
I-1A.....	Restricted Industrial District
1-1/1-5.....	Restricted Industrial District
1-2/1-3.....	Industrial Park District
1-4.....	Industrial District

### **Other District**

P-D.....	Planned Development District
U-V.....	Urban Village District
N-C.....	Neighborhood Center
N-A-C.....	Neighborhood Activity Center

## **VARIANCE CRITERIA**

Section 30-43 of the Orange County Code Stipulates specific standards for the approval of variances. No application for a zoning variance shall be approved unless the Board of Zoning Adjustment finds that all of the following standards are met:

1. Special Conditions and Circumstances – Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. Zoning violations or nonconformities on neighboring properties shall not constitute grounds for approval of any proposed zoning variance.
2. Not Self-Created – The special conditions and circumstances do not result from the actions of the applicant. A self-created hardship shall not justify a zoning variance; i.e., when the applicant himself by his own conduct creates the hardship which he alleges to exist, he is not entitled to relief.
3. No Special Privilege Conferred – Approval of the zoning variance requested will not confer on the applicant any special privilege that is denied by the Chapter to other lands, buildings, or structures in the same zoning district.
4. Deprivation of Rights – Literal interpretation of the provisions contained in this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Chapter and would work unnecessary and undue hardship on the applicant. Financial loss or business competition or purchase of the property with intent to develop in violation of the restrictions of this Chapter shall not constitute grounds for approval.
5. Minimum Possible Variance – The zoning variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.
6. Purpose and Intent – Approval of the zoning variance will be in harmony with the purpose and intent of this Chapter and such zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

## **SPECIAL EXCEPTION CRITERIA:**

Subject to Section 38-78, in reviewing any request for a Special Exception, the following criteria shall be met:

1. The use shall be consistent with the Comprehensive Policy Plan.
2. The use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.
3. The use shall not act as a detrimental intrusion into a surrounding area.
4. The use shall meet the performance standards of the district in which the use is permitted.
5. The use shall be similar in noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.
6. Landscape buffer yards shall be in accordance with Section 24-5, Orange County Code. Buffer yard types shall track the district in which the use is permitted.

**In addition to demonstrating compliance with the above criteria, any applicable conditions set forth in Section 38-79 shall be met.**

**ORANGE COUNTY BOARD OF ZONING ADJUSTMENT  
RECOMMENDATIONS  
May 5, 2016**

<b><u>PUBLIC HEARING</u></b>	<b><u>APPROVED</u></b>	<b><u>DISTRICT</u></b>	<b><u>BZA Recommendations</u></b>	<b><u>PAGE #</u></b>
SE-16-05-028	Southeastern Surveying	2	Approved w/Conditions	1
SE-16-05-030	Deborah Frazier	2	Approved w/Conditions	9
VA-16-05-031	Modern Homes Builders, LLC	1	Approved w/Conditions	20
SE-16-05-032	Lisandro Mendez, Jr.	4	Approved w/Conditions	31
VA-16-05-033	Charles Thompson	5	Approved w/Conditions	43
VA-16-05-034	Gary Williams	2	Approved w/Conditions	53
VA-16-05-035	Susan Frith	5	Approved w/Conditions	61
VA-16-05-037	Amin Gulamali	3	Approved w/Conditions	71
VA-16-05-044	Michael Henry	1	Approved w/Conditions	78
VA-16-05-036	Robert Meeks	3	Approved w/Conditions	87
SE-16-05-038	William Parramore	3	Approved w/Conditions	96
VA-16-05-041	Neil Klapproth, Agent for Pulte Homes	1	Denied	104
VA-16-05-040	James Yannucci	3	Approved w/Conditions	113
VA-16-05-039	Kelvin Rivera	3	Approved w/Conditions	123
SE-16-06-043	Chapel Hill Cemetery	3	Approved w/Conditions	132
VA-15-12-118	Margaret Rogers	2	Denied	145
VA-16-04-022	Fairplay Arena	5	Continued	165
VA-16-04-008	Crown Castle USA	1	Denied	174

**SOUTHEASTERN SURVEYING**  
**SE-16-05-028**

---

**REQUEST:** **Special Exception** and **Variance** in the R-1 zoning district to as follows:  
1) Special Exception: To use two contiguous lots zoned R-1 for overflow parking for an existing office building (Southeastern Surveying) located in the C-1 zoning district; and,  
2) Variance: To allow unpaved parking spaces and driving aisles in lieu of paved.

**ADDRESS:** 3002 Wallington Drive, Orlando, FL 32810

**LOCATION:** North side of All American Blvd., approximately 650 ft. west of Forest City Rd.

**S-T-R:** 33-21-29

**TRACT SIZE:** 120 ft. x 102 ft.

**DISTRICT#:** 2

**LEGAL:** RIVERSIDE PARK ESTATES V/98 LOT 14

**PARCEL ID:** 33-21-29-7484-00-130 33-21-29-7484-00-140

**NO. OF NOTICES:** 59

**DECISION:** **APPROVED** the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and, **APPROVED** the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

1. Development in accordance with site plan dated February 23, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. A six (6) foot high vinyl fence shall be constructed along the west line of Lot 13;
5. Any handicap parking spaces shall be fully paved and marked in compliance with ADA standards, and shall have a paved pathway to the main entrance of the office;
6. Access to Courtney Street and Wallington Street is prohibited;
7. Construction plans shall be submitted within two (2) years or this approval becomes null and void; and,
8. Approval is for this applicant only. Any new tenants shall require further BZA review and approval.

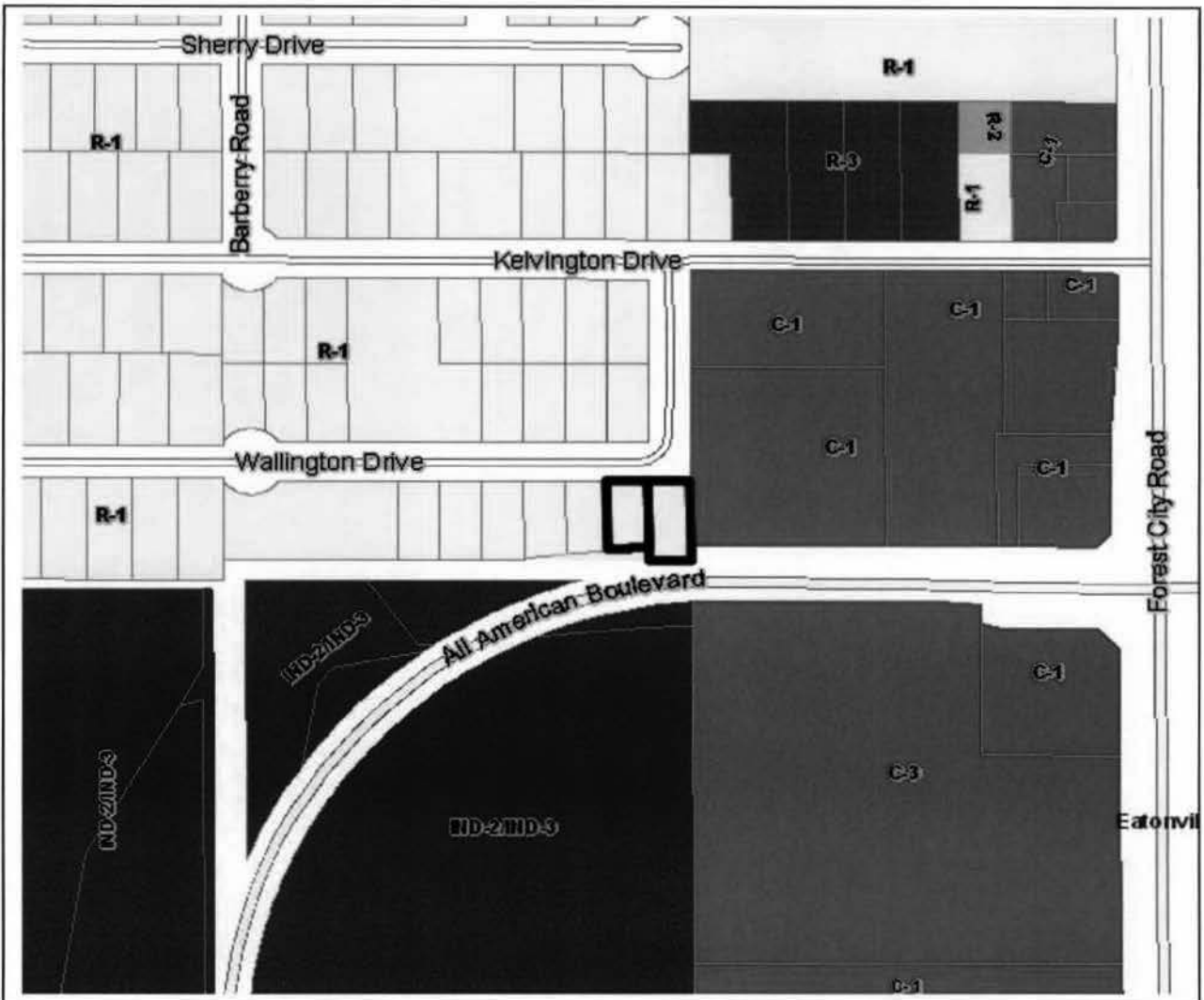
**SYNOPSIS:** The applicant is proposing overflow parking on two (2) adjacent lots.

Staff inspected the site and area; and, concurs with the need for overflow parking. Staff supports the request provided no access is provided to the residential streets to the north.

The applicant gave a very brief presentation.

The BZA concluded the request was reasonable. However, the BZA imposed a new condition to ensure the approval was only for this applicant. There was no opposition.





**Applicant:** Southeastern Surveying

**BZA Number:** SE-16-05-028

**BZA Date:** 05/05/2016

**District:** 2

**Sec/Twn/Rge:** 33-21-29-NE-A

**Tract Size:** 120 ft. x 102 ft.

**Address:** 3002 Wallington Dr., Orlando, FL 32810

**Location:** North side of All American Blvd., approximately 650 ft. west of Forest City Rd.

Special Exception Request

Tax Parcel ID # 33-21-29-7484-00-130/140

RECEIVED

FEB 23 2016

Zoning Division

We would like to obtain a Special Exception for 2 residential lots adjacent to our commercial property in order to accommodate parking some limited office employee's vehicles.

We have been using one of these lots for parking as a convenience (saves walking) for a few of our office employees and we would like to continue to do so with the approval of Orange County.

We have a shuttered home on the second lot that we would like to demolish and use it for parking our small watercraft, john boats, canoes and utility trailers with the approval of Orange County.

We initially asked the County for a Zoning and Land Use Change and when we had a Community Meeting no one came with the exception of our County Commissioner. At the request of the County we abandoned that request and at the request of the County we are now asking for a Special Exception instead.

We have sent a letter to over 35 property owners (see attached letter and list) and we received one back. No one objected to our request as those homes in the area surrounding are predominately rentals and could be viewed as commercial property.

Ingress and egress to these lots will be through our commercial parcel on the east.

These lots will not be used by clients and will only be used during normal business hours.



Steven L. Anderson, Jr., PSM, PLS  
 Charles M. Arnett, PSM  
 Russell G. Daly, PSM, PLS  
 Michael L. Dougherty, PSM  
 Bruce C. Ducker, PSM  
 James M. Dunn, II, PSM  
 Thomas F. Ferguson, PSM  
 Ronnie A. Figueroa, PSM, GISP  
 Tate B. Flowers, PLS  
 Robert W. Gardner, PSM  
 Brian R. Garvey, PE, GISP  
 Daniel J. Henry, PSM, PLS  
 Matthew G. Jennings, RLS  
 Gary B. Krick, PSM  
 Brad J. Lashley, PSM, PLS  
 Myron F. Lucas, PSM  
 James E. Mazurak, PSM  
 Thomas K. Mead, PSM, PLS



**Southeastern Surveying and Mapping Corporation**  
 Serving the Southeast Since 1972  
 www.southeasternsurveying.com  
 info@southeasternsurveying.com

Timothy O. Mosby, PSM  
 James L. Petersen, PSM  
 Eddie L. Richardson, PSM  
 William C. Rowe, PSM  
 Tony G. Syfrett, PSM, PLS  
 John S. Thomas, PSM  
 Edward W. Wackerman, PSM  
 Kirk R. Hall, EI, GISP  
 Brad A. Stroppel, EI, GISP  
 Catherine E. Galgano, GISP  
 Cheryl A. Isenberg, GISP  
 Brian E. Latchaw, GISP  
 Patrick J. Phillips, GISP  
 Thomas P. Young, Jr., SIT, GISP  
 Donna L. Hendrix, CST IV  
 Frank B. Henry, CST IV  
 David M. Renthrow, CST IV  
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

October 5, 2015

B. Lloyd Residential Properties  
 PO Box 940882  
 Maitland, FL 32794

OCT 20 2015

BY: \_\_\_\_\_

Dear Neighbor,

We are the owners of lots 13 and 14, Riverside Park Estates (3002 and 3006 Wallington Drive). These two lots are immediately adjacent to our business that fronts on All American Boulevard. These lots are currently zoned R-1 (Residential) and we are applying for a Special Exemption through the Orange County Board of Zoning Adjustment to allow us to use these parcels for overflow grass parking from our adjacent business. Our plan is to demolish the dilapidated residential structure on lot 13 and install Grass Block and Gravel parking. This parking will only be in use during normal business hours. We have attached an exhibit illustrating the lots and their relationship to your properties.

The realignment and four lane construction of All American Boulevard is scheduled to begin in July of 2016. These 2 lots have been impacted by the roadway project resulting in a portion of these lots being conveyed to the County for right-of-way. These lots will have dual frontage on both All American Boulevard and Wallington Drive. Our intention is to terminate the access to Wallington Drive as to provide separation between the traditional residential properties and this overflow parking area. Fencing with landscaping will be constructed along Wallington to prevent access to the residential community. No commercial traffic will result from this proposed exemption.

Our goal with this letter is to determine if you have any objection to this proposed special exemption. If you have no objection, please sign where indicated below and return the letter to us in the postage paid envelope enclosed.

Thank you for your consideration!

Jim Petersen & Gary Krick

I have no objection to the Special Exemption proposed for Parcels 33-21-29-7484-00 130 & 140.

*B. Lloyd Residential Properties*  
 B. Lloyd Residential Properties

10/20/15  
 Date

6500 All American Blvd Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90 Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Cypress Business Center 8301 Cypress Plaza Drive, Suite 104 Jacksonville, FL 32256 904.737.5990 904.737.5995 Fax	119 West Main Street Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street Kissimmee, FL 34744 407.944.4880 407.944.0424 Fax	University Corporate Park 10770 North 48th Street Suite C-300 Tampa, FL 33617 813.898.2711 813.898.2712 Fax
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Licenses: PSM: Florida Professional Surveyor & Mapper • PLS: Alabama Professional Land Surveyor • RLS: Georgia Registered Land Surveyor • PE: Professional Engineer  
 Certifications: EI: Engineering Intern • GISP: Geographic Information Systems Professional • CST: Certified Survey Technician



STAFF REPORT  
CASE #SE-16-05-028  
Orange County Zoning Division  
Planner: Rocco Relvini  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 2

**GENERAL INFORMATION:**

**APPLICANT:** Southeastern Surveying

**HEARING TYPE:** Board of Zoning Adjustment

**REQUEST:** Special Exception and Variances in the R-1 zoning district as follows:  
1) Special Exception: To use two (2) contiguous lots zoned R-1 for overflow parking for an existing office building (Southeastern Surveying) located in the C-1 zoning district; and,  
2) Variance: To allow unpaved parking spaces and driving aisles in lieu of paved.

**LOCATION:** North side of All American Blvd., approximately 650 feet west of Forest City Road.

**PROPERTY ADDRESS:** 3002 Wallington Drive

**PARCEL ID:** 33-21-29-7484-00-130 and 33-21-29-7484-00-140

**PUBLIC NOTIFICATION:** 59

**TRACT SIZE:** 120 ft. x 102 ft.

**DISTRICT #:** 2

**ZONING:** R-1

**EXISTING USE(S):** Single Family Residence and Vacant

**PROPOSED USE(S):** Parking Lot

**SURROUNDING USES:** There are commercial uses along All American Blvd. Single family homes exist to the north and west.

### **STAFF FINDINGS AND ANALYSIS:**

1. Applicant requires additional parking. They own two (2) adjacent lots (Lots 13 and 14). They propose to use the adjacent lots for overflow parking. The home on one of the lots will be demolished. The overflow parking will only be used during normal business hours.
2. Staff inspected the site and confirms the need for overflow parking.
3. Staff does not object to this request, provided no access be allowed to Courtney Street and Wallington Street, and a solid vinyl fence be constructed along the west line of Lot 13.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the request, subject to the following conditions:

1. Development in accordance with site plan dated February 23, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. A six (6) foot high vinyl fence shall be constructed along the west line of Lot 13;
5. Any handicap parking spaces shall be fully paved and marked in compliance with ADA standards, and shall have a paved pathway to the main entrance of the office;
6. Access to Courtney Street and Wallington Street is prohibited; and,

7. Construction plans shall be submitted within two (2) years or this approval becomes null and void.

cc: Gary Krick (Applicant's representative)  
c/o Southeastern Surveying  
6500 All American Boulevard  
Orlando, Florida 32810

**DEBORAH FRAZIER**  
**SE-16-05-030**

---

**REQUEST:** **Special Exception and Variance** in the A-1 zoning district as follows:  
1) Special Exception: To construct a detached Accessory Dwelling Unit (ADU) for the applicant's elderly parent; and,  
2) Variance: To permit a detached ADU with 1,064 gross sq. ft. in lieu of 919 gross sq. ft.  
(Note: The applicant has obtained signatures of support from the owners of 11 surrounding properties).

**ADDRESS:** 7963 Sully Drive, Orlando, FL 32818

**LOCATION:** North side of Sully Dr., approximately 625 ft. east of N. Apopka Vineland Rd.

**S-T-R:** 03-22-28

**TRACT SIZE:** 1.32 acres

**DISTRICT#:** 2

**LEGAL:** S 990 FT OF W1/4 OF E1/2 OF SE1/4 OF NE1/4 (LESS BEG AT SE COR THEREOF RUN W 20 FT N 400 FT W 144.03 FT N 590 FT E 165 FT S 990 FT TO POB) OF SEC 03-22-28

**PARCEL ID:** 03-22-28-0000-00-088

**NO. OF NOTICES:** 62

**DECISION:** **APPROVED** the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and, **APPROVED** the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

1. Development in accordance with site plan date stamped "Received February 24, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to

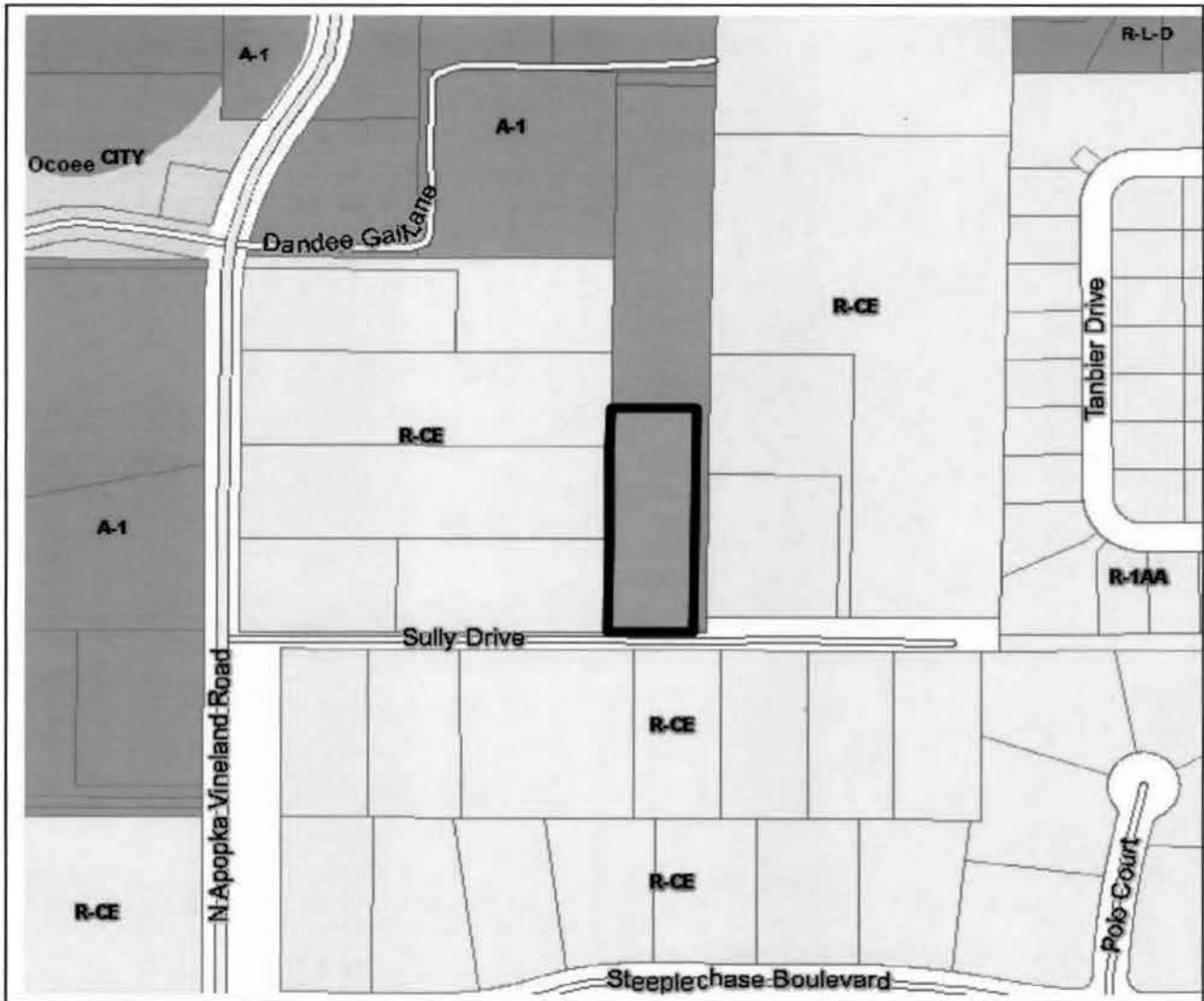


Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. The Accessory Dwelling Unit shall not be rented out and shall be used by family members only;
5. Construction plans shall be submitted within three (3) years or this approval becomes null and void;
6. The exterior of the ADU shall have similar colors and design materials as the primary residence;
7. Approval of this request does not constitute approval of the use of septic tanks and wells. The use of septic tanks and wells shall be in accordance with all applicable regulations; and,
8. The applicant shall be responsible for payment of all applicable fees and assessments, including, but not limited to, impact fees.

**SYNOPSIS:** The BZA discussed the size of the existing house and stated the square footage was slightly over the limit but not excessive, and concluded the request was reasonable. The BZA noted the most impacted neighbor's support of the request.

Staff received thirteen (13) commentaries in favor of the application and none in opposition. There was no opposition at the hearing.



**Applicant:** Deborah I. Frazier

**BZA Number:** SE-16-05-030

**BZA Date:** 05/05/2016

**District:** 2

**Sec/Twn/Rge:** 03-22-28-NE-A

**Tract Size:** 1.32 acres

**Address:** 7963 Sully Dr., Orlando, FL 32818

**Location:** North side of Sully Dr., approximately 625 ft. east of N. Apopka Vineland Rd.

Request for Variance/Special Exception

Robert and Deborah Frazier

7963 Sully Drive

321-228-2476

Parcel I.D. 03-22-28-0000-00-088

Orlando, FL 32818

We are requesting a variance/special exception to build an accessory dwelling on our property. It will be used as a single family home for elderly family member only. It will not be used as rental property. The house will be constructed with block/stucco. It will be similar design and color to the house existing. It will be 998 sq. ft. plus 66 sq. ft. for a laundry room to total 1064 square feet. The proposed dimensions are 43.2 x 33.0 x 43.2 x 46.0. The house will be 40 feet from the back of the property, 16 feet to the easement on the west side, and 71 feet from the east. The house is single story 15' in height. The elevation, site plan, and floor plan are all attached.

We have notified our neighbors of our intent and have a signed letter of no objection.

Thank you for your consideration.

*Deborah Frazier*  
*Robert Frazier*

**RECEIVED**

**FEB 24 2016**

**Zoning Division**

No Objection-Notice to neighbors of:  
 Robert and Deborah Frazier  
 7963 Sully Drive  
 Orlando, FL 32818  
Parcel I.D. 03-22-28-0000-00-088

We are filing for a variance/special exception to build an Accessory Dwelling with 1064 square feet. It will be a dwelling for a family member only and not to be used for rental. It will be on the back portion of our property and we will not be dividing the property.  
 We will have the workers be considerate of our neighbors.

Please sign that you have No Objection to these plans.

Thank You,

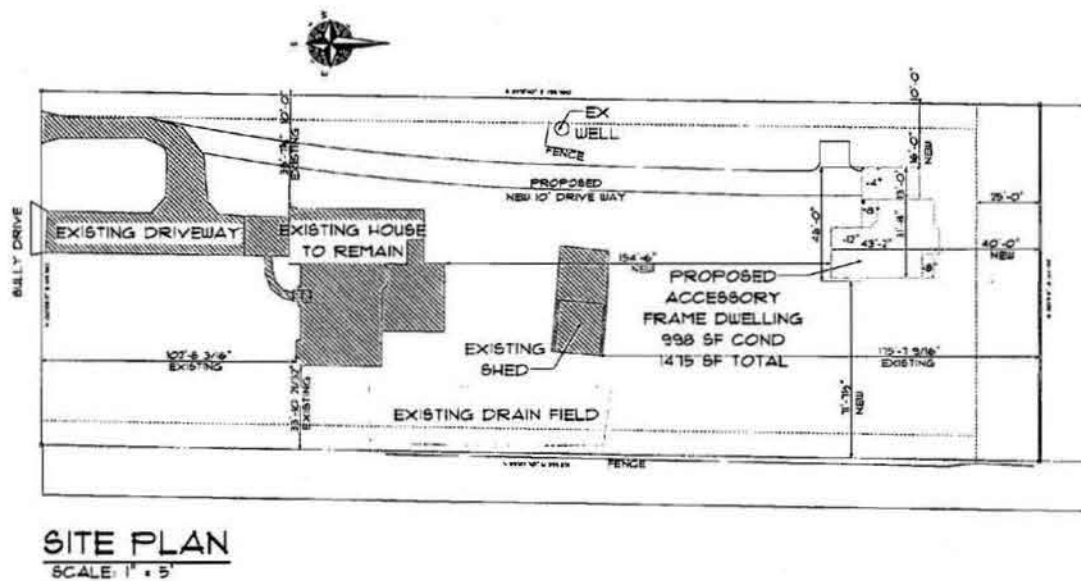
*Deborah Frazier*  
*Robert Frazier*

Date

Name and Address

Phone Number

02-23-16	Kiersten Hall 8188 Sully Dr Orlando, FL 32818	407-590-9335
02-23-16	Richard Dipe 8187 Sully Dr Orlando FL 32818	407-563-0016
02-23-16	Oliver Roberts 8232 Sully Orlando FL 32818	
02-23-2016	Stefan M. Sully 7925 Sully Dr Orlando FL 32818	407-304-6019
02-23-16	Michael Jesse 8104 Sully Dr. Orlando FL 32818	407-758-1229
02-23-16	Charles Dickinson 7951 Sully Drive FL 32818	
02-23-16	James Johnston 8066 Sully Drive Orlando, FL 32818	
02-23-16	James Donaldson 7947 Sully Dr Orlando FL 32818	
02/23/16	Violet Bailey 8024 Sully Dr. Orlando FL 32818	407-795-3291
2/23/16	[Signature] 7955 Sully Drive 32818	407-952-8576
2/23/16	Angela [Signature] 8042 Sully Dr. 32818	407-982-9551

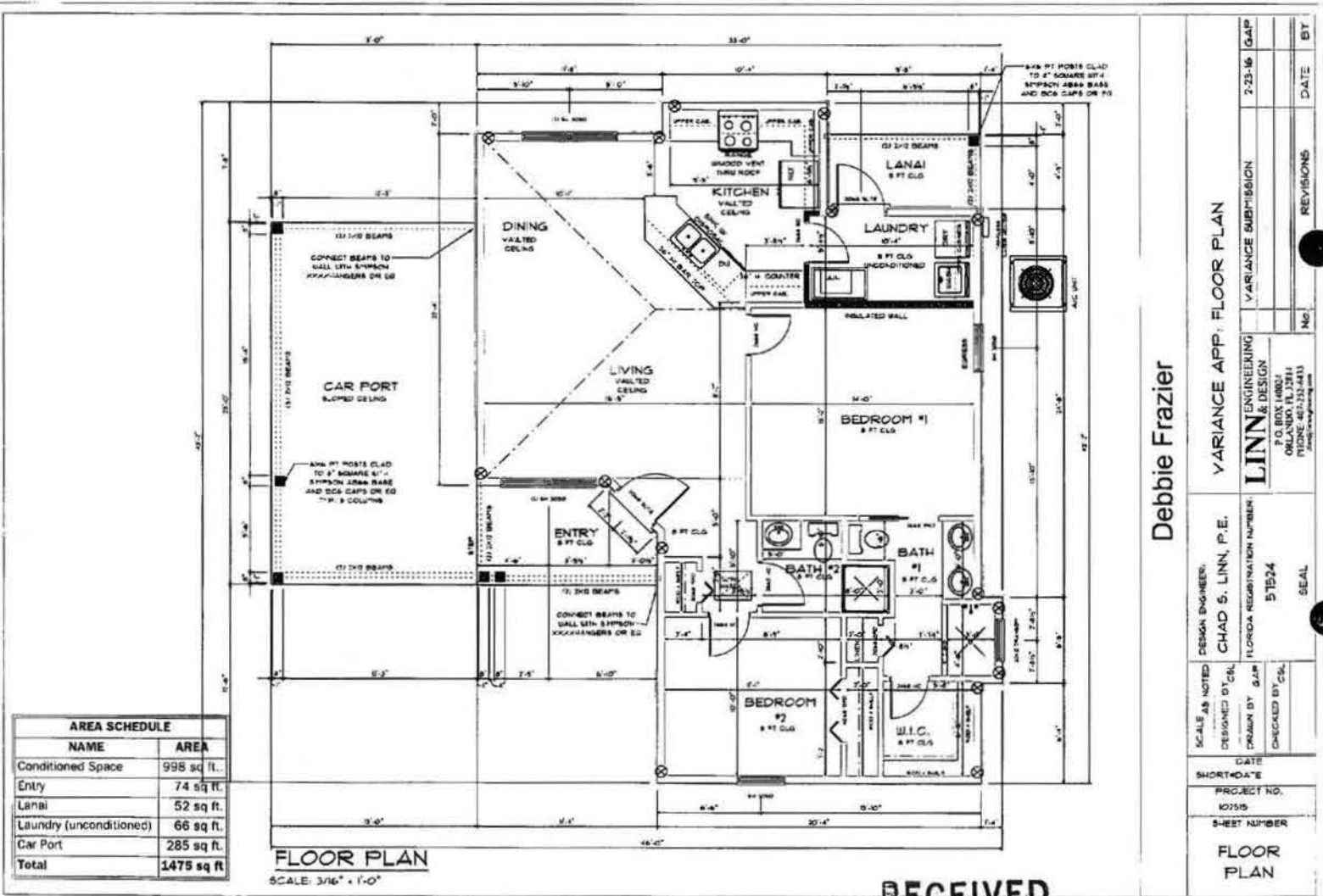


BASED ON SURVEY PROVIDED BY  
OPTIMUM LAND SERVICES, LLC  
321-200-4904

Debbie Frazier

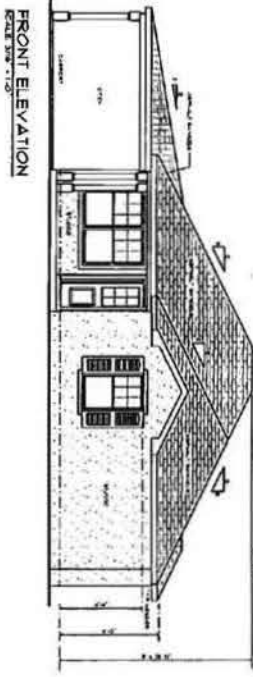
SCALE AS NOTED DESIGNED BY: CHAD S. LINN, P.E. DRAWN BY: GAP CHECKED BY: CAL		DESIGN ENGINEER: CHAD S. LINN, P.E. FLORIDA REGISTRATION NUMBER: 51524		VARIANCE APP; SITE PLAN VARIANCE SUBMISSION 2-23-16 GAP	
DATE SHORT DATE PROJECT NO. 107519		SHEET NUMBER SITE PLAN		REVISIONS DATE BY	

RECEIVED  
FEB 24 2016  
Zoning Division

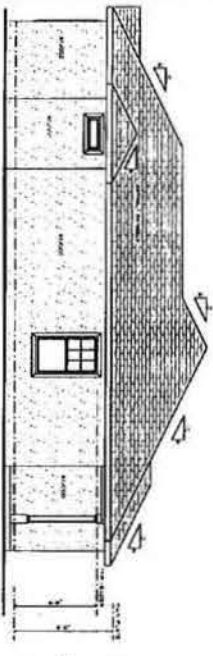


Debbie Frazier

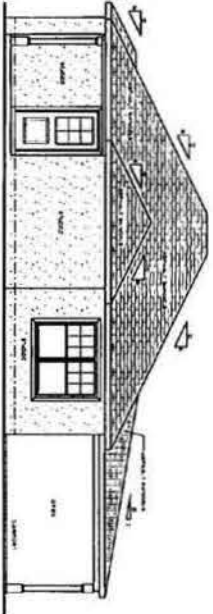
VARIANCE APP. FLOOR PLAN	
DESIGN ENGINEER: CHAD S. LINN, P.E.	DATE: SHORT DATE
FLORIDA REGISTRATION NUMBER: 51524	PROJECT NO. 107515
SCALE AS NOTED: DESIGNED BY: C.S.L. DRAWN BY: G.A.P. CHECKED BY: C.S.L.	SHEET NUMBER FLOOR PLAN
VARIANCE SUBMISSION 2-23-16 GAP REVISIONS DATE BY	



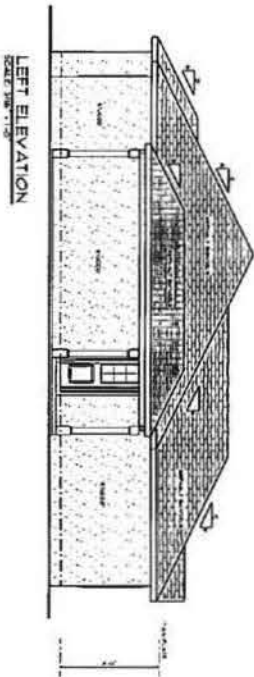
**FRONT ELEVATION**  
SCALE 1/8" = 1'-0"



**RIGHT ELEVATION**  
SCALE 1/8" = 1'-0"





**REAR ELEVATION**  
SCALE 1/8" = 1'-0"



**LEFT ELEVATION**  
SCALE 1/8" = 1'-0"

**Debbie Frazier**

<b>ELEVATIONS</b>		SCALE AS NOTED		DESIGN ENGINEER:		<b>VARIANCE APP: ELEVATIONS</b>									
		DESIGNED BY: CSL		CHAD S. LINN, P.E.											
SHEET NO. 10309		DRAWN BY: GAP		FLORIDA REGISTRATION NUMBER:		<b>LINN ENGINEERING &amp; DESIGN</b> <small>P.O. BOX 148024                      FRI, ARIZ, AZ 85214                      PHONE: 480-252-6433                      www.linnengineering.com</small>									
		CHECKED BY: CSL		51524											
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STAFF REPORT  
CASE #SE-16-05-030  
Orange County Zoning Division  
Planner: Nick Balevich  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 2

**GENERAL INFORMATION:**

**APPLICANT:** Deborah I. Frazier

**HEARING TYPE:** Board of Zoning Adjustment

**REQUEST:** Special Exception and Variance in the A-1 zoning district as follows:

- 1) Special Exception: To construct a detached Accessory Dwelling Unit (ADU) for the applicant's elderly parent; and,
- 2) Variance: To permit a detached ADU with 1,064 gross square feet in lieu of 919 gross square feet.  
(Note: The applicant has obtained signatures of support from the owners of 11 surrounding properties).

**LOCATION:** North side of Sully Drive approximately 625 feet east of North Apopka Vineland Road

**PROPERTY ADDRESS:** 7963 Sully Drive

**PARCEL ID:** 03-22-28-0000-00-088

**TRACT SIZE:** 1.32 acres

**DISTRICT #:** 2

**ZONING:** A-1

**EXISTING USE(S):** Single Family Residence

**PROPOSED USE(S):** Detached ADU

**SURROUNDING USES:** The site is surrounded by single family homes.

### **STAFF FINDINGS AND ANALYSIS:**

1. The applicant is requesting approval of a Special Exception for a detached Accessory Dwelling Unit (ADU) for family use.
2. The applicant is proposing a two (2) bedroom, two (2) bathroom ADU to be occupied by an elderly family member.
3. The proposed ADU will be 1,064 square feet, and be located in the rear yard, matching the design, and color of the main house.
4. The proposed ADU will exceed all required setbacks and will not be readily visible from the road.
5. The applicant submitted a petition containing eleven (11) signatures from area residents in favor of the request.
6. The proposed ADU will comply with all requirements for a Special Exception and the requirements found in Chapter 38 of the Orange County Code.
7. The applicant is advised that additional impact fees will be assessed in accordance with ADU regulations.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan date stamped received February 24, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. The Accessory Dwelling Unit shall not be rented out and shall be used by family members only;
5. Construction plans shall be submitted within three (3) years or this approval becomes null and void;
6. The exterior of the ADU shall have similar colors and design materials as the primary residence;
7. Approval of this request does not constitute approval of the use of septic tanks and wells. The use of septic tanks and wells shall be in accordance with all applicable regulations; and,
8. The applicant shall be responsible for payment of all applicable fees and assessments including, but not limited to, impact fees.

cc: Deborah Frazier (Applicant)  
7963 Sully Drive  
Orlando, Florida 32818

**MODERN HOMES BUILDERS, LLC**  
**VA-16-05-031**

---

**REQUEST:** **Variances** in the R-1A zoning district to construct single family residence as follows:  
1) 20 ft. from front property line in lieu of 25 ft.; and,  
2) 12 ft. from rear property line in lieu of 30 ft.  
(Note: The subject lot is odd-shaped).

**ADDRESS:** 1831 Twin Lake Drive, Gotha, FL 34734

**LOCATION:** East side of Twin Lakes Dr., approximately 500 ft. south of Crystal St.

**S-T-R:** 29-22-28

**TRACT SIZE:** .23 acres

**DISTRICT#:** 1

**LEGAL:** PEARL LAKE PARK T/148 LOT 2 BLK D

**PARCEL ID:** 29-22-28-6772-04-020

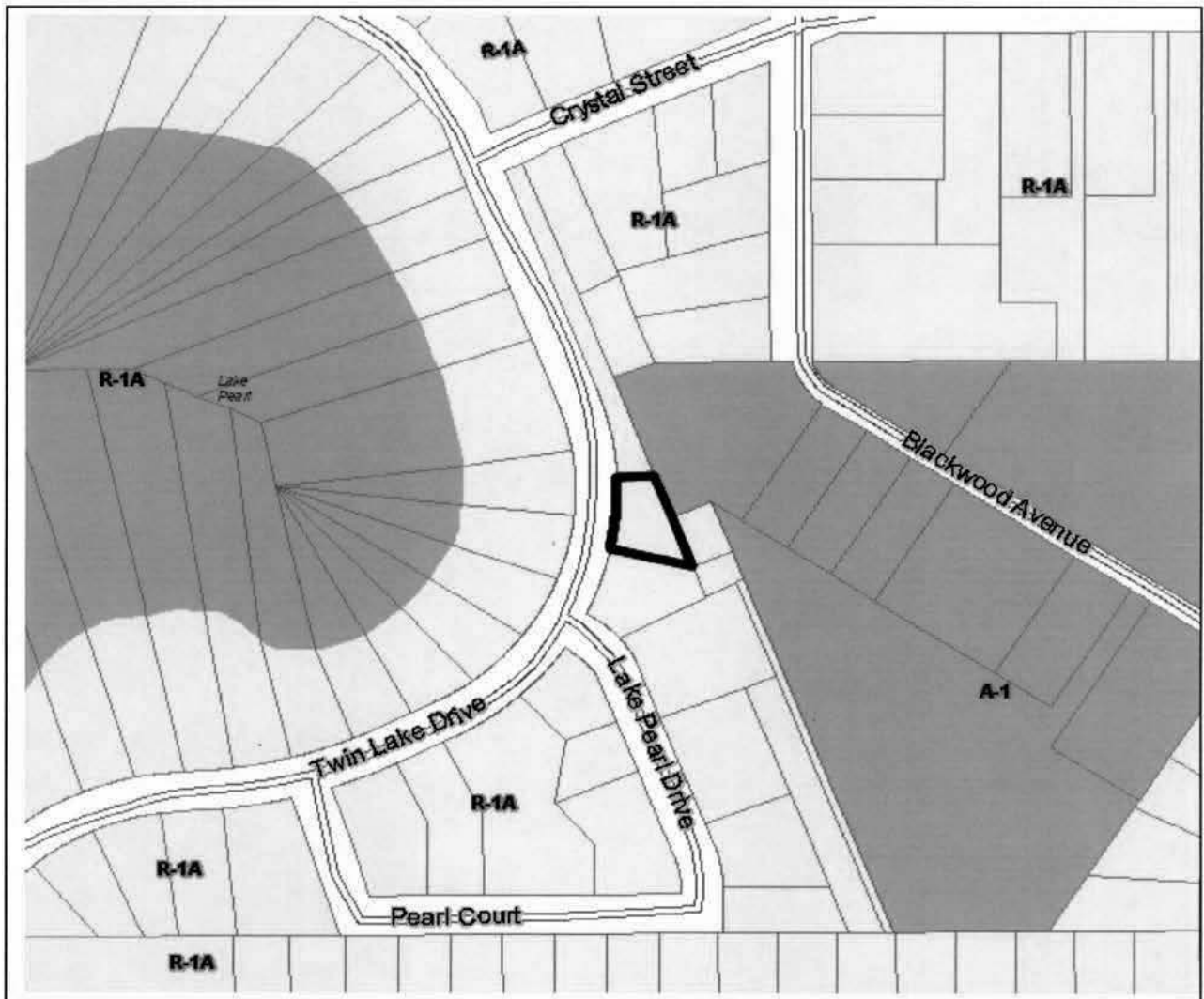
**NO. OF NOTICES:** 42

**DECISION: APPROVED** the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (4 in favor, 1 opposed, 2 absent):

1. Development in accordance with site plan date stamped "Received March 10, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

**SYNOPSIS:** The BZA agreed that the odd shaped lot is a hardship and that such properties are why the variance process exists. The BZA concluded that no special privilege is requested, but denial would be a deprivation of rights, and it does meet the criteria for a variance.

Staff received no commentaries in favor of the application and eight (8) commentaries in opposition. There was no opposition at the hearing.



**Applicant:** Modern Homes Builders, LLC

**BZA Number:** VA-16-05-031

**BZA Date:** 05/05/2016

**District:** 1

**Sec/Twn/Rge:** 29-22-28-SE-D

**Tract Size:** .23 acres

**Address:** 1831 Twin Lake Dr., Orlando, FL 34734

**Location:** East side of Twin Lakes Dr., approximately 500 ft. south of Crystal St.



Orlando, February 18, 2016

Mr. David Nearing  
Orange County Government  
Zoning Division  
201 S. Rosalind Avenue  
P.O. Box 2687  
Orlando, Florida 32801

Ref.: Request for a Zoning Variance Letter

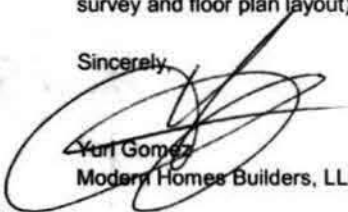
Dear Mr. David Nearing

Herein, we are requesting a petition for zoning variance approval for a vacant lot to be developed to build a single family residence, the reason for our request it is based on the odd shape of this particular lot.

Location:	1831 Twin Lake Drive, Gotha, FL 34374
The Current Zoning:	R-1A.
Land Use Code:	0001 – Vacant Residential.
Contains:	9,930 Square – Feet.
Acreage:	± 0.228 Acres.
Legal Description:	Lot 2, Block D, Pearl Lake Park, According to the Plat Thereof, as recorded in Plat Book T, Page 148, of the Public Records of Orange County, Florida.

The purpose for this petition for variance it is to make a buildable lot and we are requesting the following variance for the vacant lot at this current address. We are requesting the variance for the front setback to be allowed from existing (25.0') twenty-five feet to (20.0') twenty feet and the rear building setback be allowed to be from existing (30.0') thirty feet to a (12.0') twelve feet rear building setback. (See boundary survey and floor plan layout).

Sincerely,

  
Yuri Gomez  
Modern Homes Builders, LLC

7682 Dr phillips blvd suite B  
Orlando fl 32819  
(o)407-297-8500  
(f)407-297-8080

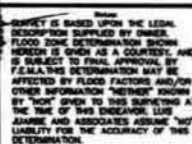
**RECEIVED**  
MAR 01 2016  
Zoning Division



LOT 2, BLOCK D, PEARL LAKE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK T, PAGE 148, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA.  
CONTAINS 9,930 SQUARE FEET OR 0.2280 ACRES MORE OR LESS.



**Zoning Division**

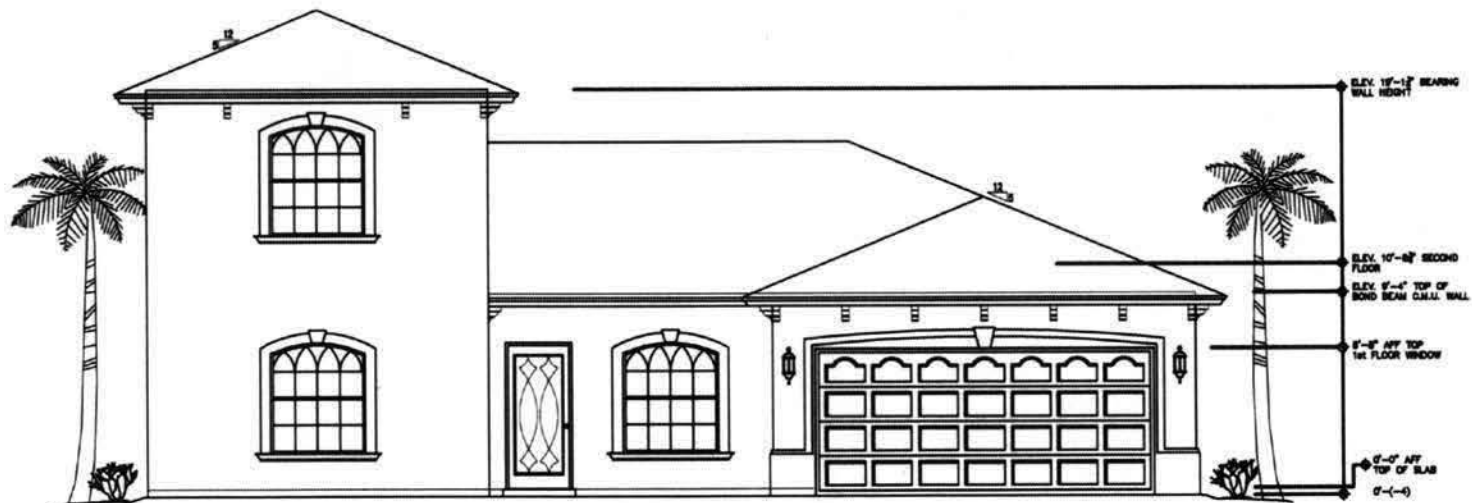


Parcel ID: 29-22-28-6772-04-020  
Address: 1831 TWIN LAKE DRIVE  
GOTHIA, FLORIDA 34374  
Date: JAN 25, 2016  
Scale: 1"=20'  
Drawn by: H.R.G.  
Calculated by: L.J.J.

DESIGNED BY:  
MODERN HOMES BUILDERS LLC.  
7602 Dr. Phillips Blvd., Suite B  
Orlando, Florida 32819  
Ph: 407-297-6500/Fax: 407-297-8000

**-Legend-**

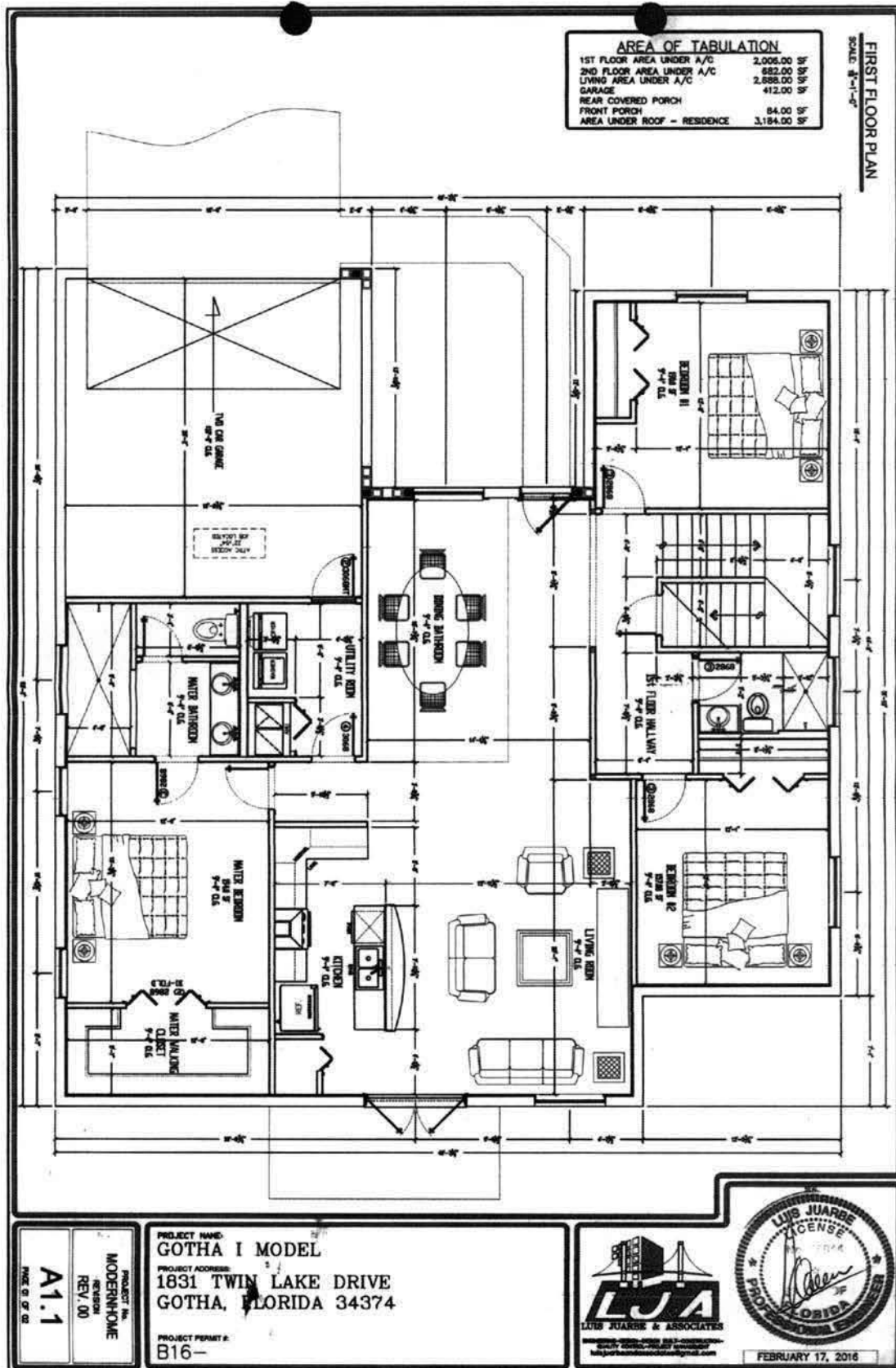
REC. P	P.O.B.	POINT OF BEGINNING
P.A.	P.O.C.	POINT OF COMMENCEMENT
P.P.	A.C.	AS PLO
P.W.	CON.	CONCRETE
P.M.	U.S.	LOCATED SURVEYOR
P.N.	U.S.	LOCATED BUREAU
P.O.	U.S.	REMARKS
P.Q.	U.S.	SANITARY MANHOLE
P.R.	U.S.	PIPE HYDRANT
P.S.	U.S.	SEWAGE
P.T.	U.S.	Settling Control Angle
P.U.	U.S.	CHAIN LINK FENCE

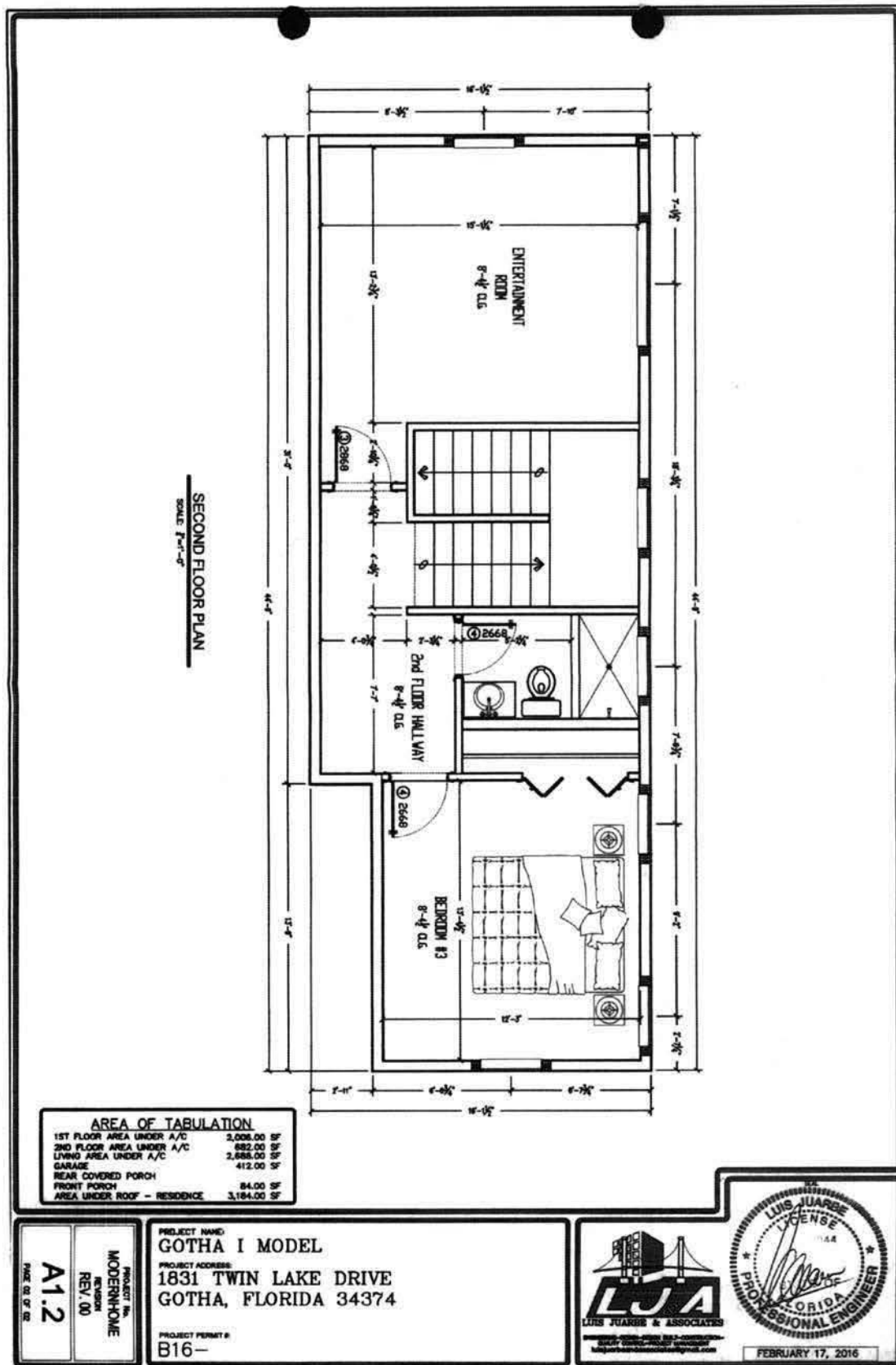


W/BONUS ROOM FRONT VIEW  
SCALE: 3/8"=1'-0"



**FRONT VIEW - 1831 TWIN LAKES DR.**  
 SCALE: 1/2"=1'-0"







STAFF REPORT  
CASE #VA-16-05-031  
Orange County Zoning Division  
Planner: Nick Balevich  
Board of Zoning Adjustment  
May 6, 2016  
Commission District: 1

**GENERAL INFORMATION:**

**APPLICANT:** Modern Home Builders, LLC

**REQUEST:** Variances in the R-1A zoning district to construct single family residence as follows:  
1) Twenty (20) feet from front property line in lieu of twenty-five (25) feet; and,  
2) Twelve (12) feet from rear property line in lieu of thirty (30) feet.  
(Note: The subject lot is odd-shaped).

**LOCATION:** East side of Twin Lakes Drive, approximately 500 feet south of Crystal Street.

**PROPERTY ADDRESS:** 1831 Twin Lake Drive

**PARCEL ID:** 29-22-28-6772-04-020

**TRACT SIZE:** .23 acres

**DISTRICT #:** 1

**ZONING:** R-1A

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant proposes a new single family residence on the parcel. Variances are requested from the front and rear yard setbacks.
2. The shape of the lot is such that the lot is wider than deeper. Historically, these circumstances make it difficult to comply with the front and rear yard setbacks such as in this case.
3. The request constitutes infill development on a reasonable sized lot.

4. Staff's position is the request meets the variance criteria and should be approved because:
  - a) the request will not adversely impact any quality of life circumstances;
  - b) the request constitutes infill development; and,
  - c) the proposal is minimal and reasonable.

**STAFF RECOMMENDATIONS:**

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date stamped received March 10, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

cc: Henry Gonzalez  
c/o Modern Homes Builders, LLC  
12701 S. John Young Parkway, Suite 204  
Orlando, Florida 32837



**LISANDRO MENDEZ, JR.**  
**SE-16-05-032**

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**REQUEST:** **Special Exception** in the A-2 zoning district to convert pool house storage room into a Guest House for applicant's sister.  
(Note: The proposed Guest House is 244 sq. ft. in size).

**ADDRESS:** 12829 Roberts Island Road, Orlando, FL 32832

**LOCATION:** West of S. Lake Mary Jane Rd. on the east side of Roberts Island Rd., approximately 250 ft. south of Penney Way

**S-T-R:** 24-24-31

**TRACT SIZE:** 111 ft. x 221 ft. (AVG)

**DISTRICT#:** 4

**LEGAL:** LAKE MARY JANE ESTATES, A REPLAT 65/100 LOT 15

**PARCEL ID:** 24-24-31-4657-00-150

**NO. OF NOTICES:** 56

**DECISION: APPROVED** the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

1. Development in accordance with site plan date stamped "Received March 9, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. The Guest House shall be used by family members or guests and shall not be rented out;
5. Construction plans shall be submitted within three (3) years or this approval becomes null and void;
6. There shall be no kitchen facilities in the guest house;
7. The exterior of the guest house shall match the exterior of the main house;
8. Approval of this request does not constitute approval of the use of septic tanks and wells. The use of septic tanks and wells shall be in accordance with all applicable regulations; and,
9. The applicant shall be responsible for payment of all applicable fees and assessments including, but not limited to, impact fees.

**SYNOPSIS:** The applicant stated the Guest House is for family use only and that they spoke to neighbors and everyone is in favor.

The BZA concluded the request was reasonable.

Staff received one (1) commentary favor of the application and none in opposition. There was no opposition at the hearing.



**Applicant:** Lisandro Mendez, Jr.

**BZA Number:** SE-16-05-032

**BZA Date:** 05/05/2016

**District:** 4

**Sec/Twn/Rge:** 24-24-31-SE-D, 24-24-31-SW-C

**Tract Size:** 111 ft. x 221 ft. (AVG)

**Address:** 12829 Roberts Island Rd., Orlando, FL 32832

**Location:** West of S. Lake Mary Jane Rd. on the east side of Roberts Island Rd., approximately 250 ft. south of Penney Way

**Application for Special Exception - BZA**  
To: Orange County Zoning Division  
201 S. Rosalind Avenue Post Office Box 2687  
Orlando, Florida 32802-2687

---

March 11, 2016

From: Lisandro Mendez Jr  
Roberts Island Road  
Orlando fl 32832

**RE: Application to Board of Zoning Adjustment – Lisandro JR Mendez Guest House**  
**PARCEL ID: # 24-24-31-4657-00-150 Roberts Island Road Orlando FL, 32832**  
**Legal Description: LAKE MARY JANE ESTATES, A REPLAT 65/100 LOT 15**  
**Zoned A-2 Residential.**

Dear Orange County Zoning Division:

Please be advised that I am seeking approval to convert the Pool House Storage Room and Pool Bath, a total of 244 square feet which is all under the same roof as the main portion of the house to a *Guest House* for my autistic sister, Alba D Mendez. My sister is 63 years old and has been legally diagnosed with autism. Since birth she has always been under the care of my parents (who are currently deceased) or a family member. My sister currently resides with me and has never driven an auto mobile, worked independently, or had children or a spouse. The intent and purpose of this request is to keep my sister in close proximity to me and to occupy the *guest house* with a family member when completed. Authorization to obtain a special exception for a guest house will be appreciated.

I understand that the guest house shall be used exclusively for housing members of the family occupying the principal building or nonpaying guests.

Please allow this correspondence to act as an affidavit attesting that I, Lisandro Mendez Jr, the owner of the lot do understand and agree that the provisions of a *guest house* shall be complied with, that I will be responsible to the county for ensuring that the provisions are complied with, and I will be responsible for any failure to comply with the provisions.

I will be building my retirement home with Leading Edge Builders (Adam Edgington). The main house will be occupied by me, my fiancé and my step-son who is a junior at Lake Nona High School.

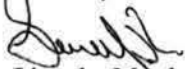
**RECEIVED**  
**MAR 09 2016**  
**Zoning Division**

For your reference, I have attached documentation from the "Department Of The Army" William Beaumont Army Medical Center and my Sister's Alba D Mendez currently Psychiatric Physician confirming her mental condition.

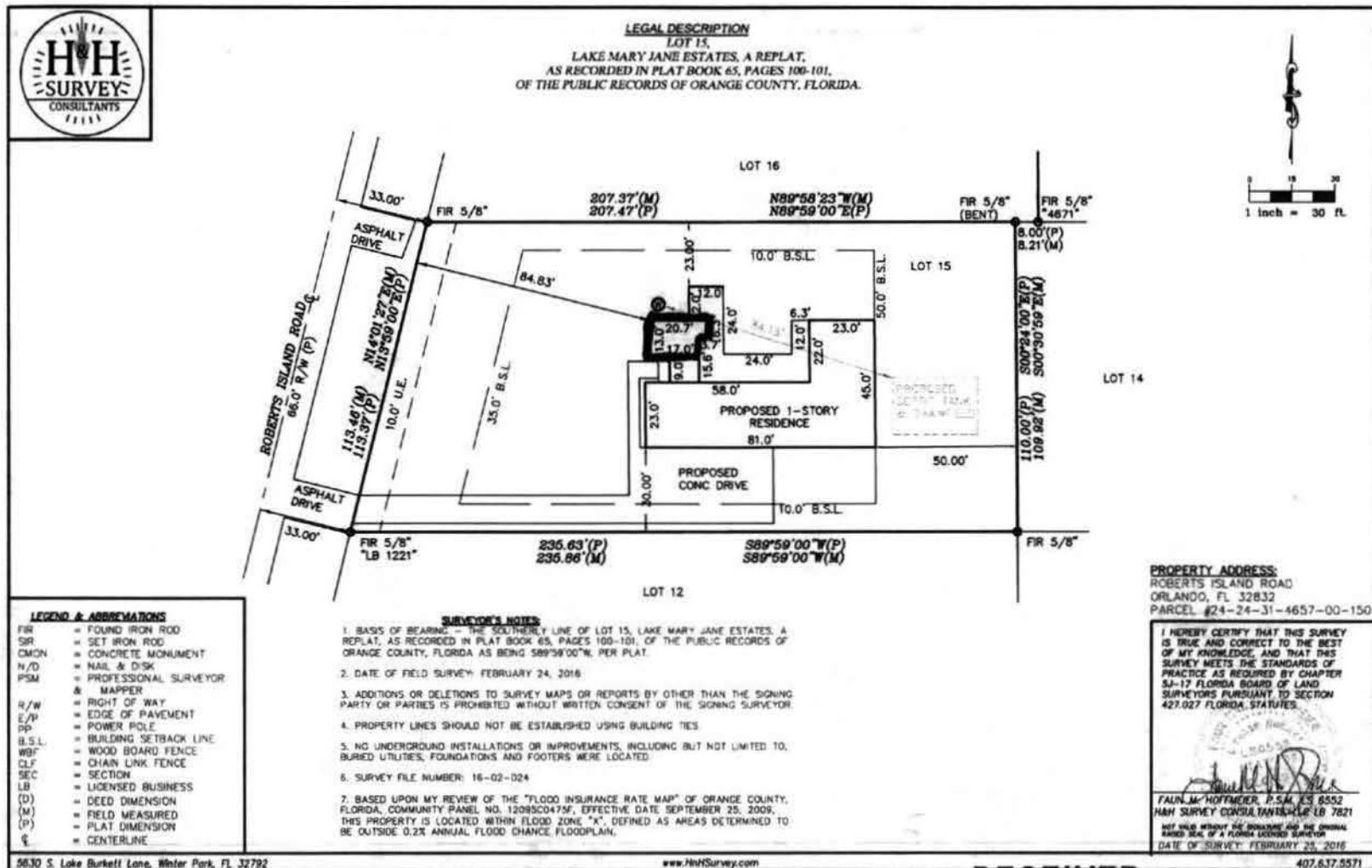
As I explained above this is going to be my retirement home. I currently have 26 years of employment with Law Enforcement (Sergeant) and my only intention(s) for the accessory dwelling is for family use. The approval of the accessory dwelling will be highly appreciated.

I appreciate your attention to this request and look forward to receiving your approval.

Sincerely,



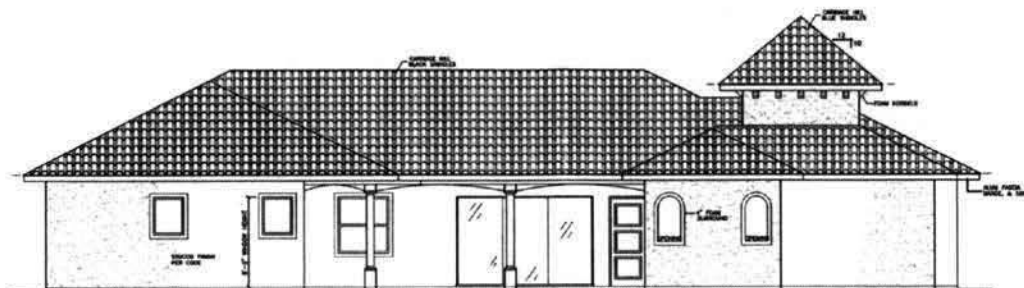
Lisandro Mendez Jr.  
321-299-3030  
taco2nacho@yahoo.com



RECEIVED

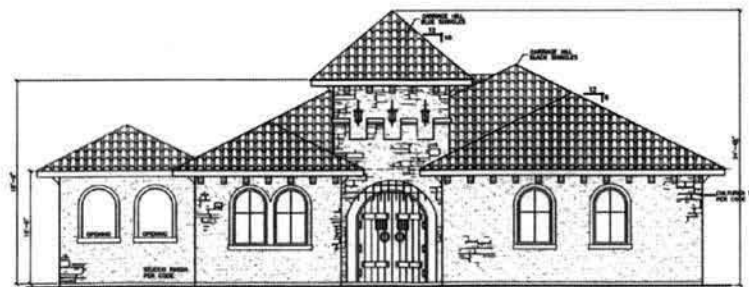
MAR 09 2016

Zoning Division



LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

NOTE:  
ALL DIMENSIONS SHOWN & OTHER  
NOTES & TO BE USED AS SHOWN. VERIFY  
DIMENSIONS WITH CONTRACTOR.

AREA TABULATIONS	
GRASSY SPACE	200.00
DRIVEWAY	100.00
WALKWAY	50.00
SCREENED PORCH & PATIO	100.00
TOTAL AREA UNDER ROOF	450.00



THOMAS WARD  
DESIGN, P.L.L.C.  
CELL: (407) 463-4006  
thomasward@earthlink.net



CONTRACTOR:

PREPARED FOR:

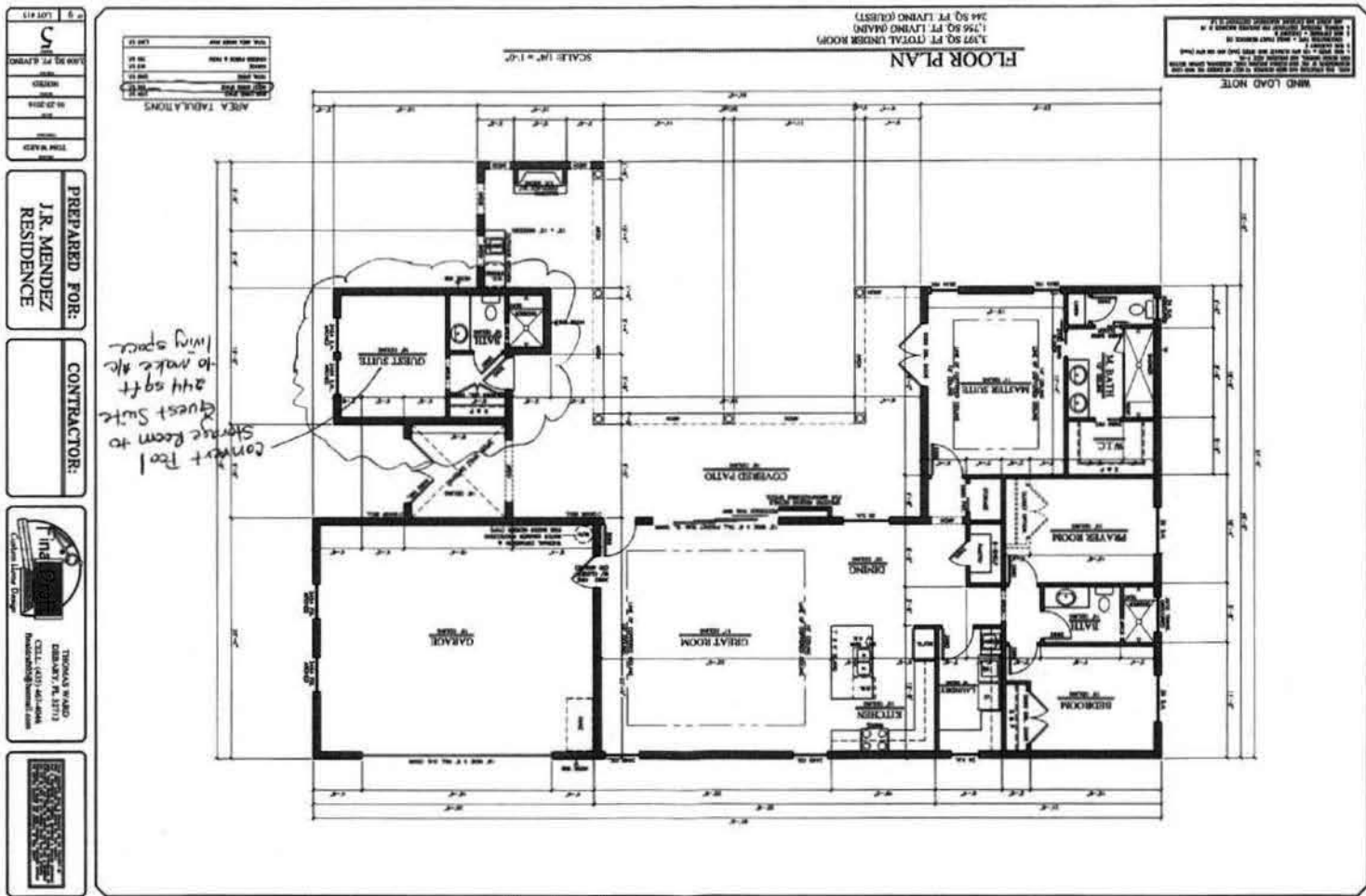
J.R. MENDEZ  
RESIDENCE

TOWN WARD  
01-23-2016  
NOTED  
2,000 SQ. FT. (LIVING)  
2

RECEIVED  
MAR 09 2016  
Zoning Division









STAFF REPORT  
CASE #SE-16-05-032  
Orange County Zoning Division  
Planner: Nick Balevich  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 4

**GENERAL INFORMATION:**

**APPLICANT:** Lisandro Mendez, Jr.

**HEARING TYPE:** Board of Zoning Adjustment

**REQUEST:** Special Exception in the A-2 zoning district to convert pool house storage room into a Guest House for applicant's sister.  
(Note: The proposed Guest House is 244 square feet in size).

**LOCATION:** West of South Lake Mary Jane Road on the east side of Roberts Island Road, approximately 250 feet south of Penney Way

**PROPERTY ADDRESS:** 12829 Roberts Island Road

**PARCEL ID:** 24-24-31-4657-00-150

**TRACT SIZE:** 111 ft. x 221 ft. (AVG)

**DISTRICT #:** 4

**ZONING:** A-2

**EXISTING USE(S):** Vacant

**PROPOSED USE(S):** Single Family Residence w/Guest House

**SURROUNDING USES:** N – Vacant  
S – Single Family Residence  
E – Vacant  
W – Single Family Residence

### **STAFF FINDINGS AND ANALYSIS:**

1. The applicant is requesting a Special Exception to build a guest house along with the main house.
2. The guest house will be for the applicant's autistic sister, who has always lived with the family.
3. The guest house will be attached to the main house by the entryway, and be under the same roof (structure was initially designed to be a pool house/storage room).
4. To date, no adjacent neighbors have objected to the request.
5. The applicant is advised that additional impact fees may be assessed in accordance with development regulations.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan date stamped "received March 9, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. The Guest House shall be used by family members or guests and shall not be rented out;
5. Construction plans shall be submitted within three (3) years or this approval becomes null and void;

6. There shall be no kitchen facilities in the guest house;
7. The exterior of the guest house shall match the exterior of the main house;
8. Approval of this request does not constitute approval of the use of septic tanks and wells. The use of septic tanks and wells shall be in accordance with all applicable regulations; and,
9. The applicant shall be responsible for payment of all applicable fees and assessments including, but not limited to, impact fees.

cc: Tamara Edgington (Applicant's representative)  
Leading Edge Builders  
2215 Cluster Oak Drive, Suite 2  
Clermont, Florida 34711

Lisandro Mendez, Jr. (Applicant)  
653 Tuskawilla Point Lane  
Winter Springs, Florida 32708

**CHARLES THOMPSON**  
**VA-16-05-033**

---

**REQUEST:** **Variances** in the R-1 zoning district to construct detached accessory building (2 car concrete garage) as follows:  
1) In the front yard of a residence in lieu of the side or rear yard;  
2) To allow a cumulative total of 1,092 sq. ft. of accessory floor area in lieu of 500 sq. ft.; and,  
3) 21 ft. in height in lieu of 20 ft.  
(Note: The applicant has an existing shed with 192 sq. ft. of floor area. They are proposing an additional 900 sq. ft. garage for storage and maintenance of vintage cars. The lot is lakefront).

**ADDRESS:** 5420 N. Dean Road, Orlando, FL 32817

**LOCATION:** West side of N. Dean Rd., approximately 1/3 mile north of University Blvd., on Lake Georgia

**S-T-R:** 05-22-31

**TRACT SIZE:** 1 acre upland

**DISTRICT#:** 5

**LEGAL:** BEG 666.7 FT N & 27.04 FT E OF SW COR OF NW1/4 OF SW1/4 RUN S 66 DEG E 426.55 FT SWLY ALONG RD 218.85 FT N 38 DEG W TO POB IN SEC 05-22-31

**PARCEL ID:** 05-22-31-0000-00-027

**NO. OF NOTICES:** 54

**DECISION: APPROVED** the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

1. Development in accordance with site plan dated March 14, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. To the greatest extent possible, the applicant shall protect the existing stand of trees located near the proposed garage site;
5. The garage shall be built of similar materials and finished with the same colors as the existing house; and,
6. The maximum floor area of all accessory structures shall be limited to 750 sq. ft., to be allocated as the owner wishes. Any additional accessory floor area shall require approval of the BZA.

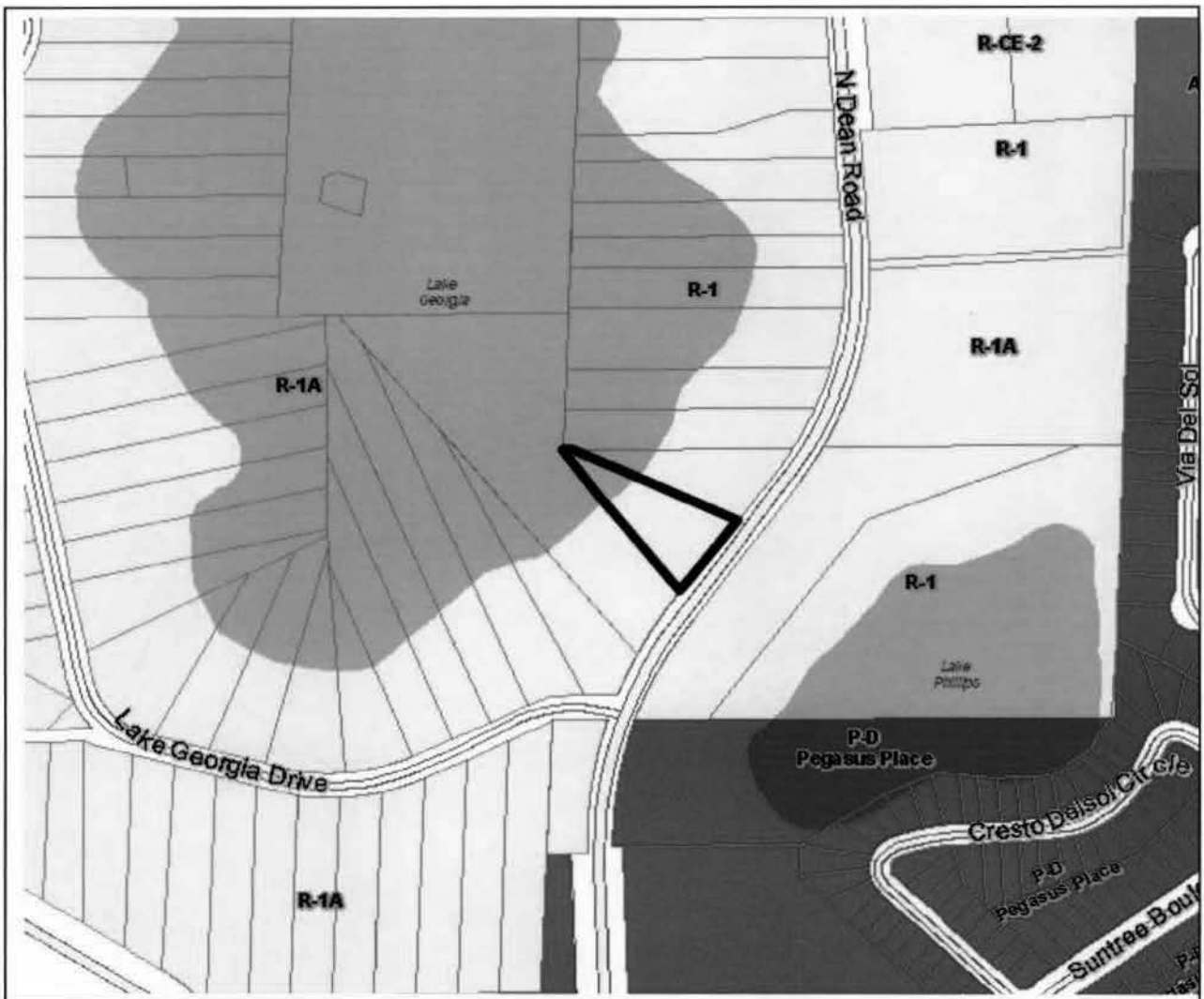
**SYNOPSIS:** The applicant is requesting variances in the R-1 zoning district to locate a 900 sq. ft. garage in the front yard of the subject property. Due to an existing 192 sq. ft. shed, the applicant would have 1,092 sq. ft. of total accessory structure floor area in lieu of 500 sq. ft.

Staff noted that the applicant is a collector of antique cars and wishes to build a place to store and work on them. Further, as this is a lakefront lot, the BZA typically allows the placement of accessory structures in the front yard. Staff noted that the two (2) most impacted residents on either side of the subject property submitted letters of support. Two (2) residents who are not within visual range of the property had submitted correspondence in opposition.

The applicant noted that he was in support of the staff recommendation and the conditions. The BZA noted the request is excessive. The applicant noted that the existing shed was for lawn and garden equipment; and, indicated that he would be willing to remove it if he received the variance. Further, the applicant noted that he would be willing to reduce the garage to 750 sq. ft.

After discussion, the BZA concluded that a condition should be added to limit the total square footage of accessory structures to 750, to be allocated any way the applicant wished to do so.





**Applicant:** Charles E. Thompson

**BZA Number:** VA-16-05-033

**BZA Date:** 05/05/2016

**District:** 5

**Sec/Twn/Rge:** 05-22-31-SW-NW

**Tract Size:** 1 acre upland

**Address:** 5420 N. Dean Rd., Orlando, FL 32817

**Location:** West side of N. Dean Rd., approximately 1/3 mile north of University Blvd., on Lake Georgia

Charles Thompson  
5420 N. Dean Rd  
Orlando, FL 32817

To Whom It May Concern

I am requesting a zoning variance to build a 900 square ft, 30' x 30' x 20' 11 1/8" to the roof peak, concrete block 2 car garage. The Use of the Garage is to be able to work on and store my Vintage cars and trucks which require a little more room around the vehicles. I am requesting the Garage be built in the front area of my property, 45 ft from the east boundary, and 6 ft from the north boundary. As the site plan provided shows placing the garage to the north of the home would remove the only access to the rear of the property (Septic Tank system is located towards south end of property) for vehicles / Boat etc and would obstruct the view of the lake, it would also hurt the aesthetics of the property as the 2 story home to the north almost touches the wall between the properties giving a cluttered look to the area. The area of the proposed placement site is the higher ground of the property and would prevent water damage to the structure as water that fall on the front of the property flows at times around the sides of the home to be able to soak into the rear of the property.

I have checked the area and found one new home under construction that is having a New 30 ft long 2 car garage built 50 ft in front of the new home being constructed which also a garage looking building has designed into it. There is another home up the street with a garage in front of the home and one other, where in the last year they added a 2 car Garage attached to the front of their existing garage /home. I have provided photos of the three properties with the Variance application.

Thank you for your Consideration



Charles Thompson

RECEIVED  
MAR 14 2016  
Zoning Division

To Whom It May Concern

I Felix Lopes, residing at 5412 N. Dean Rd Orlando, Florida 32817, do not have any objections to the proposed 30' x 30' 2 car garage to be located on the north east portion of the property located at 5420 N. Dean Rd.

The proposed structure would be located approximately 45 to 50 feet off the east property line adjacent to Dean Road and 6 feet off the north property line. The structure would be 20' 11 1/8" high to the peak of the roof.

Signed:

  
Felix Lopez

Date:

3-1-16

To Whom It May Concern

I Carol Siegel, residing at 5428 N. Dean Rd Orlando, Florida 32817, do not have any objections to the proposed 30' x 30' 2 car garage to be located on the north east portion of the property located at 5420 N. Dean Rd.

The proposed structure would be located approximately 45 to 50 feet off the east property line adjacent to Dean Road and 6 feet off the north property line. The structure would be 20' 11 1/8" high to the peak of the roof.

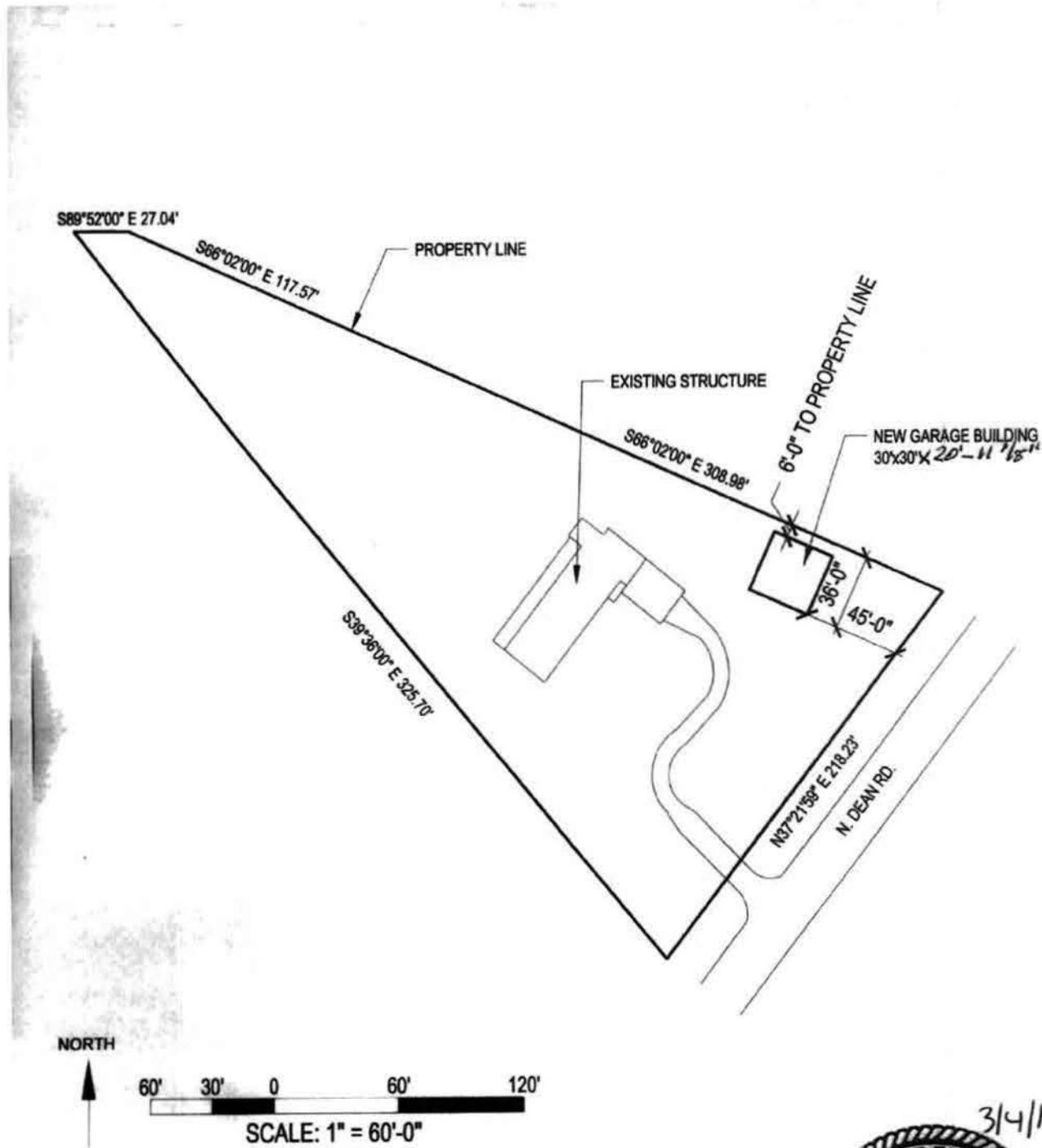
Signed:



Carol Siegel

Date:

03/06/2016



5420 NORTH DEAN ROAD  
GARAGE BUILDING

ORLANDO, FL

04/16

JENNIFER  
GLOER  
ARCHITECT  
998 GAGE AVE  
DELTONA, FL 32738  
(407) 416-9371  
jengloer@gmail.com  
AR 96397





STAFF REPORT  
CASE #VA-16-05-033  
Orange County Zoning Division  
Planner: David Nearing  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 5

**GENERAL INFORMATION:**

**APPLICANT:** Charles E. Thompson

**REQUEST:** Variances in the R-1 zoning district to construct detached accessory building (two (2) car concrete garage) as follows:

- 1) In the front yard of a residence in lieu of the side or rear yard;
- 2) To allow a cumulative total of 1,092 square feet of accessory floor area in lieu of 500 square feet; and,
- 3) Twenty-one (21) feet in height in lieu of twenty (20) feet.  
(Note: The applicant has an existing shed with 192 square feet of floor area. They are proposing an additional 900 square feet garage for storage and maintenance of vintage cars. The lot is lakefront).

**LOCATION:** West side of North Dean Road, approximately 1/3 mile north of University Blvd., on Lake Georgia

**PROPERTY ADDRESS:** 5420 N. Dean Road

**PARCEL ID:** 05-22-31-0000-00-027

**TRACT SIZE:** 1 acre upland

**DISTRICT #:** 5

**ZONING:** R-1

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant is requesting a variance to construct a detached 900 square foot garage in front of the principal residence.
2. The proposed garage would be 400 square feet larger than permitted by the Code.

3. The subject property is very large. It is 1.19 acres in size, which equates to ten (10) times the minimum lot size for property in the R-1 zoning district.
4. The property is a lakefront lot. The BZA typically is understanding to the fact that lakefront lots are often treated the reverse of normal lots, in that the front yard is viewed as the rear and vice versa for the rear yard.
5. The applicant collects vintage cars and wishes to work on them in this garage.
6. The applicant has obtained the consent of both neighbors.
7. There is an existing stand of trees between the proposed location of the garage and the road. The applicant should make every effort to preserve as many of these trees as possible.
8. A similar Variance was granted to a property approximately 1,100 feet to the north.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated March 14, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. To the greatest extent possible, the applicant shall protect the existing stand of trees located near the proposed garage site; and,



5. The garage shall be built of similar materials and finished with the same colors as the existing house.

cc: Charles Thompson (Applicant)  
5420 N. Dean Road  
Orlando, Florida 32817

**GARY WILLIAMS**  
**VA-16-05-034**

---

**REQUEST:** **Variance** in the R-1AA zoning district to construct addition to single family residence (glassed sunroom) 29 ft. from rear property line in lieu of 35 ft.

**ADDRESS:** 8821 Lamour Drive, Orlando, FL 32818

**LOCATION:** Northwest corner of Lamour Dr. and Sackett Circle, approximately 175 ft. west of Good Homes Road.

**S-T-R:** 22-22-28

**TRACT SIZE:** 90 ft. x 122 ft.

**DISTRICT#:** 2

**LEGAL:** SHADOWRIDGE 16/90 LOT 109

**PARCEL ID:** 22-22-28-7949-01-090

**NO. OF NOTICES:** 85

**DECISION: APPROVED** the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

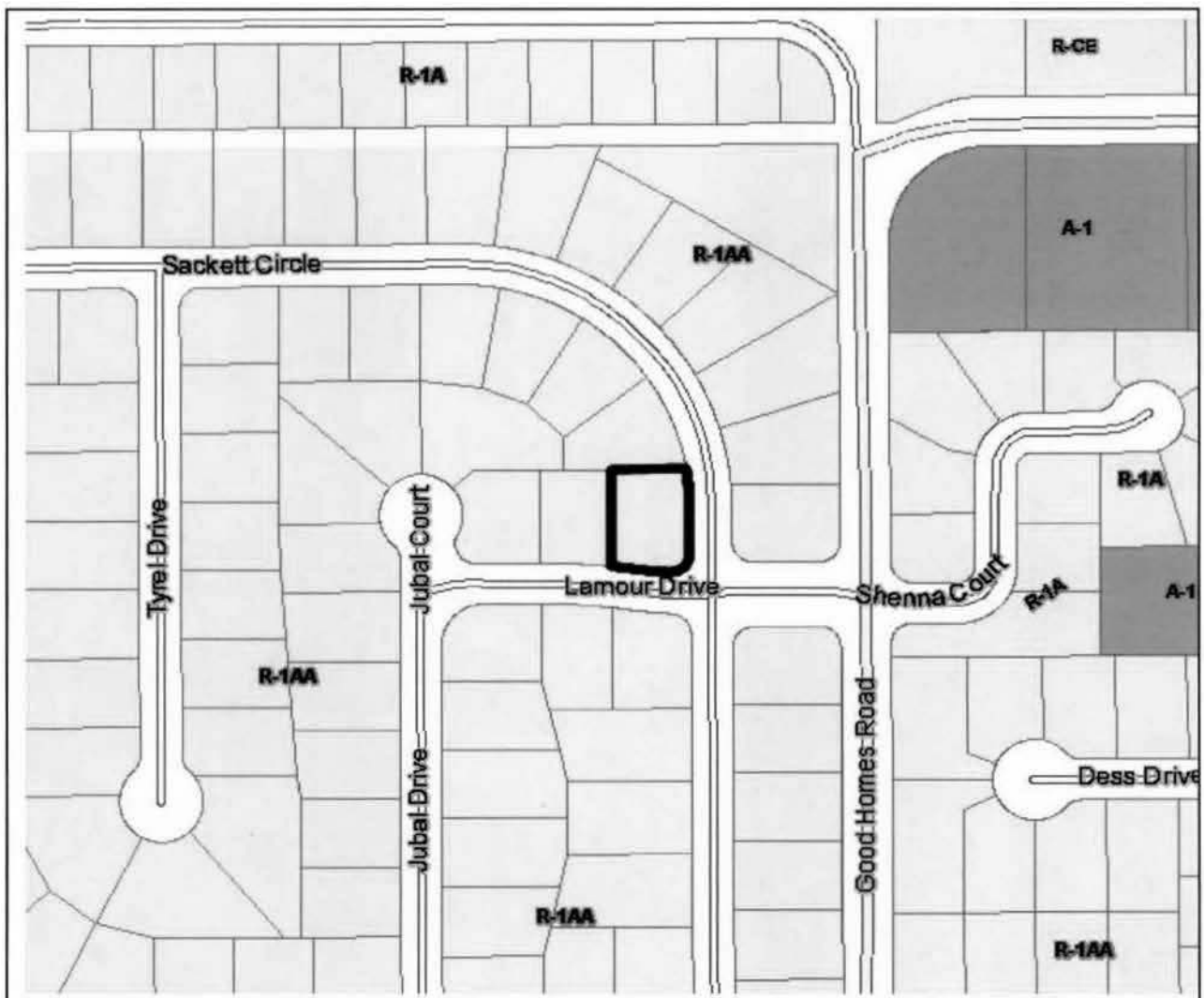
1. Development in accordance with site plan date stamped "Received March 15, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The design of the sunroom shall be consistent with the design of the main house.

**SYNOPSIS:** The applicant wants to construct a glassed sunroom twenty-nine (29) feet from the rear property line.

The BZA concluded the request was straightforward, as a seventeen percent (17%) variance falls within what they have considered to be allowable.

Staff received seven (7) commentaries in favor of the application and none in opposition. There was no opposition at the hearing.

The BZA approved the variance.



**Applicant:** Gary Williams

**BZA Number:** VA-16-05-034

**BZA Date:** 05/05/2016

**District:** 2

**Sec/Twn/Rge:** 22-22-28-NW-B

**Tract Size:** 90 ft. x 122 ft.

**Address:** 8821 Lamour Dr., Orlando, FL 32818

**Location:** Northwest corner of Lamour Drive and Sackett Circle, approximately 175 ft. west of Good Homes Road.

Gary and Arelia Williams  
8821 Lamour Drive  
Orlando, FL 32818  
(407)240-0565-Home  
(407)245-1825 Ext 3782313-work  
arelia.williams@ocps.net  
poochiewon@aol.com

MARCH 15, 2016

To: Orange County Planning and Zoning Dept.  
Variance ID#VA-16-05-034

Dear Orange County Planning and Zoning Dept.,

I am writing this letter to request permission for the applied for variance. The reason that I would like to build the glass room on the rear area of my home is to have a safe and secure place for my grandchildren to play. I would also like to have a place for my stress reducing and relaxing Jacuzzi, after teaching and working with my students all day. I am a behavior specialist for OCPS and my husband is an electrician (both stressful jobs).

I really enjoy working with the students, but the stress level can be overwhelming at times. After working all day, I can have a place to sit in my Jacuzzi and relax and get rejuvenated for the next day. My husband can also benefit from having the Jacuzzi to relax and reduce the high level of stress that comes from his job.

My grandchildren need a play area and this requested area would be excellent space for us all.

In closing, we would like to thank you for taking the time to hear our request.

Warm regards,

*Areliia B. Williams*  
*Gary B. Williams*

Gary and Arelia Williams

Property Owner

RECEIVED  
MAR 15 2016  
Zoning Division

To: Planning and zoning

We, the neighbors of Mr. and Mrs. Williams do not object to the installation of a glass room in their back yard

1. name Ed Austin address 8820 Lamour Dr  
signature Ed Austin
2. name Jean Shirley address 8826 Lamour Dr  
signature Jean Shirley
3. name Renben Davis address 8833 Lamour Dr.  
signature Renben Davis
4. name Laurea Wallace address 1401 Sackett Cr # 30818  
signature Laurea Wallace
5. name John Hays address 1677 Sackett Circle  
signature John E. Hays
6. name Sharon Stuffs address 1664 Sackett Circle  
signature Sharon Stuffs
7. name Tyler Collins address 1671 Sackett Circle  
signature Tyler Collins

Williams

# Boundary Survey — FOR REFERENCE ONLY

Legal Description (as furnished):

LOT 109, SHADOWRIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGES 90 AND 91, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

I/We hereby acknowledge that I/we have reviewed this survey and approve all matters set forth on this survey. I/We release Integrity Title & Guaranty Agency LLC from any and all liability as to all matters reflected on the survey.

RECEIVED  
MAR 15 2016  
Zoning Division

SACKETT CIRCLE  
50' PLATTED RIGHT-OF-WAY  
ASPHALT ROADWAY



(1) (MAP)  
 $\Delta = 1'38'53''$   
 $L = 21.26'$   
 $R = 739.23'$   
 $CB = N82'48'38''W$   
 $C = 21.26'$

(2) (MAP)  
 $\Delta = 3'56'03''$   
 $L = 47.32'$   
 $R = 689.23'$   
 $CB = S83'57'13''E$   
 $C = 47.31'$

(3) (MAP)  
 $\Delta = 94'19'01''$   
 $L = 41.15'$   
 $R = 25.00'$   
 $CB = N46'55'15''E$   
 $C = 36.66'$

(4) (MAP)  
 $\Delta = 9'23'32''$   
 $L = 45.08'$   
 $R = 275.00'$   
 $CB = N04'56'02''W$   
 $C = 45.03'$

## LEGEND:

P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
P.S.M. PROFESSIONAL SURVEYOR & MAPPER  
P.R.M. PERMANENT REFERENCE MONUMENT  
P.C.P. PERMANENT CONTROL POINT  
P.R.C. POINT OF REVERSE CURVE  
F.I.R.M. FLOOD INSURANCE RATE MAP  
C.N.A. CORNER NOT ACCESSIBLE  
P.B. PLAT BOOK  
O.R.B. OFFICIAL RECORD BOOK  
D.U.E. DRAINAGE & UTILITY EASEMENT  
O.E. ORAINAGE EASEMENT  
U.E. UTILITY EASEMENT

P.I. POINT OF INTERSECTION  
P.T. POINT OF TANGENCY  
P.C. POINT OF CURVATURE  
B.W.F. BARRI WIRE FENCE  
H.W.F. HOD WIRE FENCE  
C.L.F. CHAIN LINK FENCE  
W.F. WOOD FENCE  
V.F. VINYL FENCE  
A/C. AIR CONDITIONER  
C.B.W. CONCRETE BLOCK WALL  
R.P. RADUS POINT  
O.U.L. OVERHEAD UTILITY LINE  
E.B. ELECTRIC BOX  
TYP. TYPICAL

(D) PER DESCRIPTION  
(C) CALCULATED  
(P) PER PLAT  
(M) MEASURED  
L ARC LENGTH  
R RADIUS  
Δ DELTA ANGLE  
CB CHORD BEARING  
ILL ILLEGIBLE  
UP UTILITY POLE  
WM WATER METER  
LS LAND SURVEYOR  
LB LAND SURVEYING BUSINESS  
D/B ADDING BUSINESS

RIGHT OF WAY  
FIND FOUND  
ORANGE COUNTY ZONING DIVISION  
APPROVED BY: [Signature]  
DATE: 4-3-2013  
[Stamp: I DO HEREBY CERTIFY THAT THE SITE PLAN SUBMITTED SHOWS THE LOCATION OF ALL EXISTING AND PROPOSED STRUCTURES AND/OR MOBILE HOMES ON PROPERTY]

AREA:  
11707.6 SQUARE FEET



**Bell Surveying & Mapping, Inc.**

A full service land surveying company





STAFF REPORT  
CASE #VA-16-05-034  
Orange County Zoning Division  
Planner: Nick Balevich  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 2

**GENERAL INFORMATION:**

**APPLICANT:** Gary Williams

**REQUEST:** Variance in the R-1AA zoning district to construct addition to single family residence (glassed sunroom) twenty-nine (29) feet from rear property line in lieu of thirty-five (35) feet.

**LOCATION:** Northwest corner of Lamour Drive and Sackett Circle, approximately 175 feet west of Good Homes Road.

**PROPERTY ADDRESS:** 8821 Lamour Drive

**PARCEL ID:** 22-22-28-7949-01-090

**TRACT SIZE:** 90 ft. x 122 ft.

**DISTRICT #:** 2

**ZONING:** R-1AA

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant proposes an addition to a single family residence (glassed sunroom). A variance is requested from the rear yard setback.
2. The rear of this property backs up to the side property line of the adjacent neighbor. Said neighbor has signed a letter of no objection to this proposal.
3. The majority of the neighbors have also signed a letter of no objection to this proposal.
4. The BZA has granted similar variances in the area for rear yard setbacks.

5. Staff has no objections to this request because:

- a) the most affected property owners do not object to the request;
- b) the remaining setback of twenty-nine (29) feet is still a significant setback for the rear property owner; and,
- c) the proposal is minimal and reasonable.

**STAFF RECOMMENDATIONS:**

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date stamped received March 15, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The design of the sunroom shall be consistent with the design of the main house.

cc: Louis Garcia (Applicant's representative)  
1430 Addie Avenue  
Orlando, Florida 32818

Gary Williams (Applicant)  
8821 Lamour Drive  
Orlando, Florida 32818

**SUSAN FRITH**  
**VA-16-05-035**

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**REQUEST:** **Variance** in the R-1 zoning district to construct addition (sunroom) to single family residence 20 ft. from rear property line in lieu of 25 ft. (Note: The home backs to an open retention pond and the applicant has obtained the consent of the neighbors).

**ADDRESS:** 10124 Cheshunt Drive, Orlando, FL 32817

**LOCATION:** Southeast of Cheshunt Dr., approximately 400 ft. east of N. Dean Rd.

**S-T-R:** 05-22-31

**TRACT SIZE:** 105 ft. x 98 ft.

**DISTRICT#:** 5

**LEGAL:** DEANS LANDING AT SHEFFIELD FOREST PHASE TWO 20/64 LOT 82

**PARCEL ID:** 05-22-31-1991-00-820

**NO. OF NOTICES:** 80

**DECISION:** **APPROVED** the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

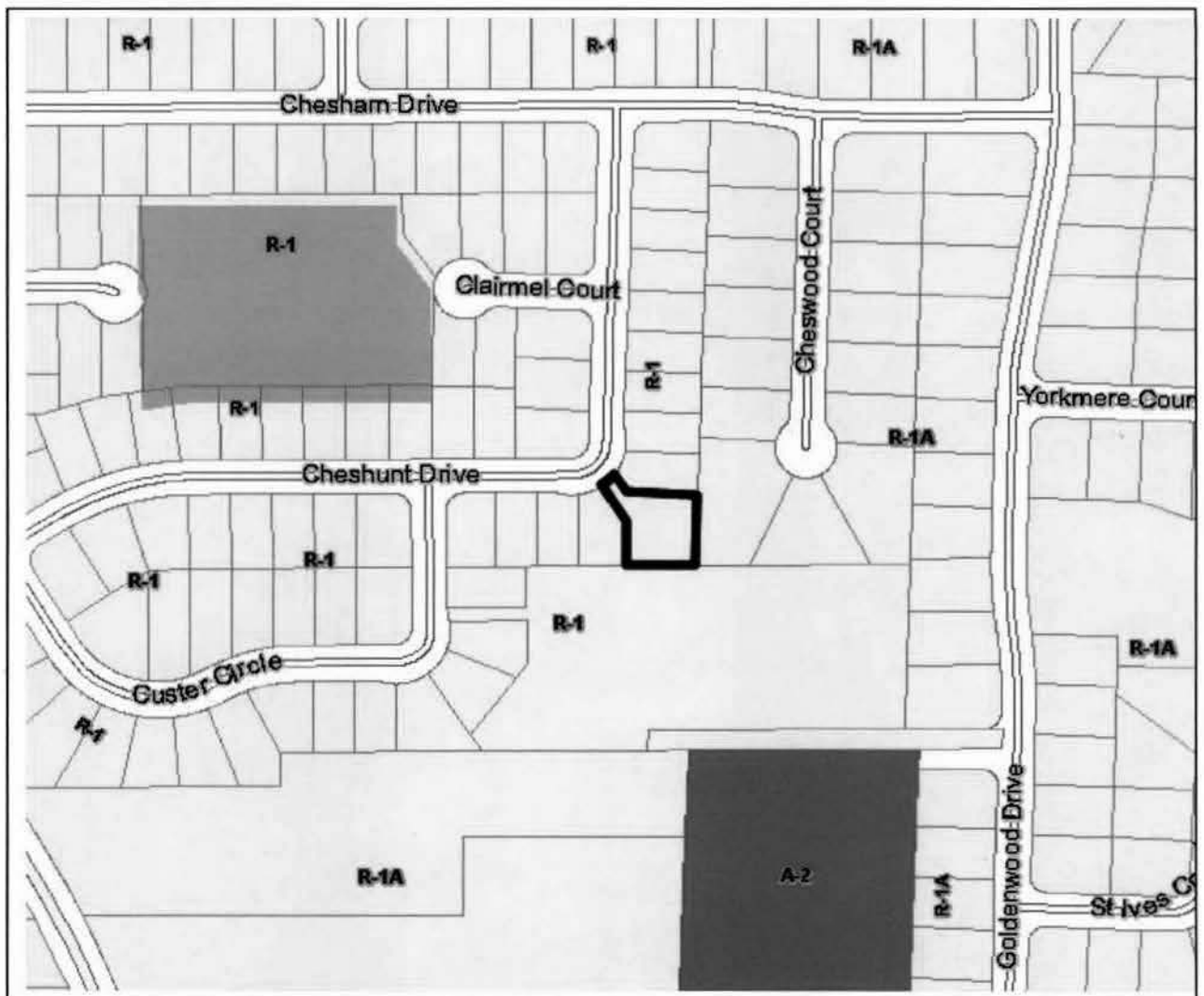
1. Development in accordance with site plan date stamped "Received March 15, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The design of the sunroom shall be consistent with the design of the main house.

**SYNOPSIS:** The applicant wants to construct a sunroom twenty (20) feet from the rear property line.

The BZA noted that due to the flag lot configuration, it creates two (2) rear yards. This placed a burden on the property. Further, the BZA observed that the variance was only for a corner of the house, and felt the request was reasonable.

Staff received three (3) commentaries in favor of the application and none in opposition. There was no opposition at the hearing.

The BZA approved the variance.



**Applicant:** Susan Frith

**BZA Number:** VA-16-05-035

**BZA Date:** 05/05/2016

**District:** 5

**Sec/Twn/Rge:** 05-22-31-NW-B

**Tract Size:** 105 ft. x 98 ft.

**Address:** 10124 Cheshunt Dr., Orlando, FL 32817

**Location:** Southeast of Cheshunt Dr., approximately 400 ft. east of N. Dean Rd.

Susan Frith and John Walker  
10124 Cheshunt Drive  
Orlando, FL 32817

March 15, 2016

Dear Orange County Board of Zoning Adjustment:

We are applying for a setback variance in order to construct a 328-square foot porch addition on the back of our house. The dimensions of the proposed addition will be 16'8" X 19'8", with an insulated aluminum roof that slopes from 8'4" at its maximum height down to 7'8" at its lowest. The addition will have a concrete block frame, a stucco finish that matches the existing exterior of our house, and vinyl-sided windows.

At its closest point to our affected neighbor's property (Neil and Terry Findley, 5908 Cheswood Court), there would be a 22-foot setback. Our property is zoned for a 25-foot setback. (Neither of our other "next-door" neighbors' properties would be affected. The proposed addition would be more than the required 25 feet away from their property lines.)

We are requesting this variance because we need the extra room and believe that the irregular shape of our house and property as well as the fact that it abuts a retention pond constitute a hardship and qualify as "special conditions and circumstances."

None of our neighbors whose properties are adjacent to ours have a problem with the proposed construction, and we have enclosed letters attesting to that fact.

We look forward to having our case considered. Thanks for your time and attention.

Best regards,

  
Susan Frith and John Walker

RECEIVED  
MAR 15 2016  
Zoning Division

Kevin Dermody  
10130 Cheshunt Drive  
Orlando, FL 32817

March 14, 2016

Dear Orange County Board of Zoning Adjustment:

I am a next-door neighbor of Susan Frith and John Walker, who live at 10124 Cheshunt Drive and are seeking a setback variance from the county.

They have told me about their plans to build an enclosed porch at the back of their house, on the site of their existing patio. I have no problems with this project nor do I have any objection to the variance they seek.

Sincerely,



Kevin Dermody

407-616-1192



Nicholas Mars  
10118 Cheshunt Drive  
Orlando, FL 32817

March 14, 2016

Dear Orange County Board of Zoning Adjustment:

I live next door to Susan Frith and John Walker, who live at 10124 Cheshunt Drive and are applying to the county for a setback variance.

They have told me about their plans to build an enclosed porch at the back of their house, on the site of their existing patio. I have no problems with this project nor do I have any objection to the variance they seek.

Sincerely,

A handwritten signature in black ink, appearing to be 'Nicholas Mars', with a long horizontal flourish extending to the right.

Nicholas Mars

Neil and Terry Findley  
5908 Cheswood Court  
Orlando, FL 32817

March 14, 2016

Dear Orange County Board of Zoning Adjustment:

We live on Cheswood Court, and our property lies adjacent to the backyard of Susan Frith and John Walker of 10124 Cheshunt Drive. Our neighbors are applying to the county for a setback variance in order to build an enclosed porch on their existing back patio. We have no problem with this proposed construction project or with their request for a variance.

Sincerely,

Handwritten signatures of Neil Findley and Terry Findley in black ink. The signature of Neil Findley is on top, and the signature of Terry Findley is below it.

Neil Findley and Terry Findley

Neil Findley and Terry Findley

## DESCRIPTION (As Furnished)

Asphalt Pavement  
**CHESHUNT DRIVE**  
(R/W Varies  
per P.B. 20, Page 64)



DRAWING: 07-08207.DWG SURVEY DATE: 04/08/07  
INTENDED DISPLAY SCALE: 1" = 30' DRAWN: T.E.H.  
EXPECTED USE OF THIS LAND: RESIDENTIAL PURPOSES  
IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREIN MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 81019-7, FLORIDA STATUTES, AND IS CONFORMANT TO SECTION 472.002, FLORIDA STATUTES.  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
THOMAS HARRISON, F.I. Rec. #880 (For the Firm)

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STAFF REPORT  
CASE #VA-16-05-035  
Orange County Zoning Division  
Planner: Nick Balevich  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 5

**GENERAL INFORMATION:**

**APPLICANT:** Susan Frith

**REQUEST:** Variance in the R-1 zoning district to construct addition (sunroom) to single family residence twenty (20) feet from rear property line in lieu of twenty-five (25) feet.  
(Note: The home backs to an open retention pond, and the applicant has obtained the consent of the neighbors).

**LOCATION:** Southeast of Cheshunt Drive, approximately 400 feet east of North Dean Road.

**PROPERTY ADDRESS:** 10124 Cheshunt Drive

**PARCEL ID:** 05-22-31-1991-00-820

**TRACT SIZE:** 105 ft. x 98 ft.

**DISTRICT #:** 5

**ZONING:** R-1

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant proposes an addition to a single family residence (sunroom). A variance is requested from the rear yard setback.
2. Only the corner of the addition encroaches into the setback.
3. Due to the unusual lot layout, this lot is considered to have two (2) rear setbacks, which places a unique burden on this applicant.
4. The lot backs up to an open retention pond on one side, and the adjacent neighbors have signed letters of no objection to this proposal.

5. Staff has no objections to this request because:
  - a) the property owners most affected do not object to the request;
  - b) the remaining setback of twenty (20) feet is still a significant setback for the rear property owner;
  - c) the need for the Variance is due to the unique lot layout; and,
  - d) the proposal is minimal and reasonable.

**STAFF RECOMMENDATIONS:**

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date stamped "received March 15, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The design of the sunroom shall be consistent with the design of the main house.

cc: Susan Frith (Applicant)  
10124 Cheshunt Drive  
Orlando, Florida 32817

**AMIN GULAMALI**  
**VA-16-05-037**

---

**REQUEST:** **Variances** in the C-1 zoning district as follows:  
1) To construct new commercial building 10 ft. from the rear property line in lieu of 20 ft.; and,  
2) To reduce the required open space from 20% to 17%.  
(Note: The applicant intends to demolish the existing building and rebuild a new structure).

**ADDRESS:** 3096 Curry Ford Road, Orlando, FL 32806

**LOCATION:** Southwest corner of Curry Ford Rd. and S. Crystal Lake Rd.

**S-T-R:** 06-23-30

**TRACT SIZE:** 145 ft. x 133 ft.

**DISTRICT#:** 3

**LEGAL:** E 175 FT OF N 180 FT OF NE1/4 OF SEC 06-23-30 (LESS RD R/W ON N & E)

**PARCEL ID:** 06-23-30-0000-00-103

**NO. OF NOTICES:** 82

**DECISION: APPROVED** the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

1. Development in accordance with site plan dated March 15, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,

4. With the exception of the open space reduction, development shall comply with Chapter 24 (Landscaping) except where conflicts exist.

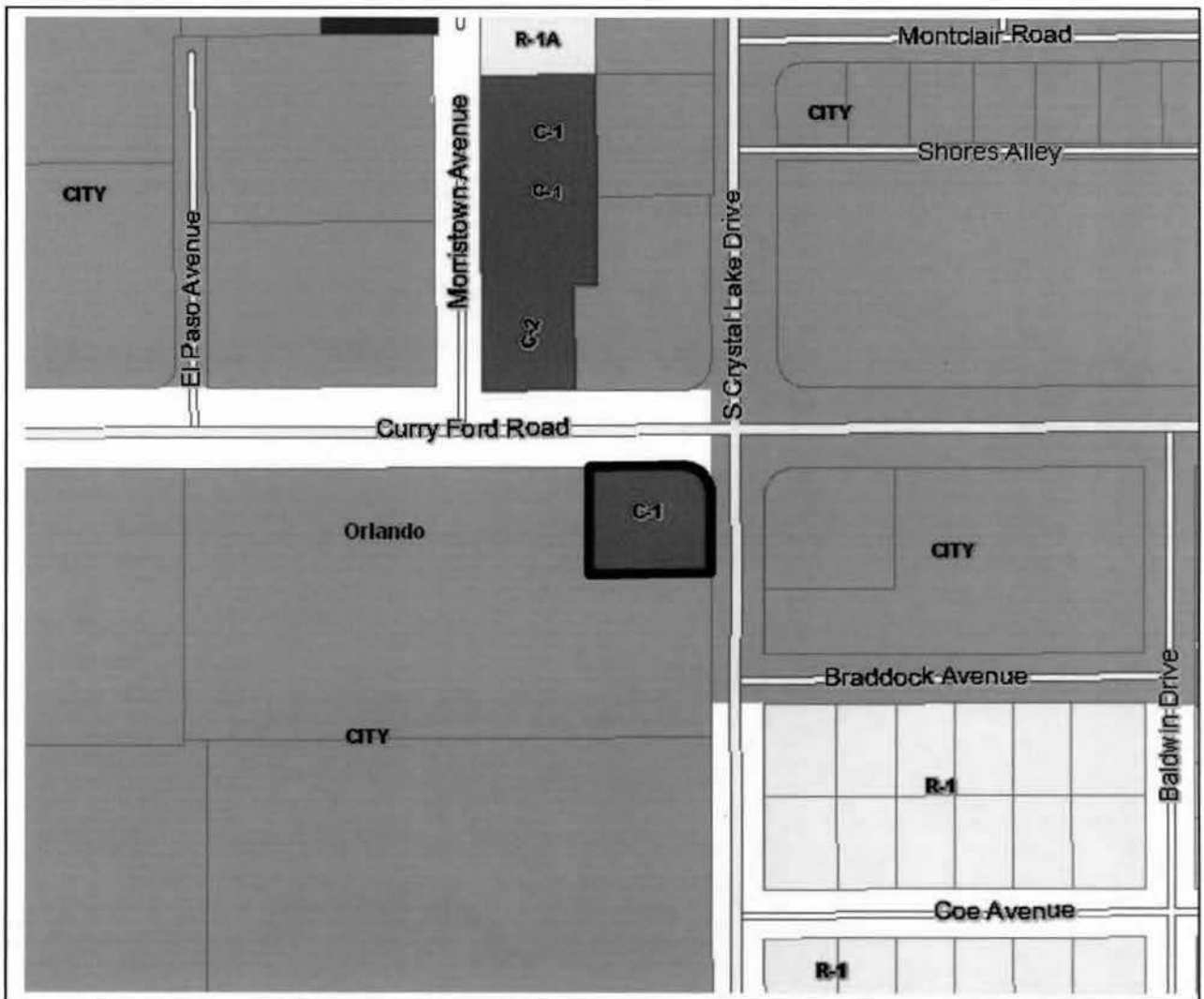
**SYNOPSIS:** The applicant proposes to raise the existing building to redesign the site to improve functionality and traffic flow. To do so the building must be moved to within ten (10) feet of the rear (south) property line in lieu of twenty (20) feet, and the open space must be reduced from twenty percent (20%) to seventeen percent (17%).

Staff noted that the overall result will be a safer, more functional, and attractive intersection. It was noted that the site was developed in 1958, and over time, right-of-way acquisition for the widening of both streets on which the site fronts has reduced the site area significantly, causing the current situation.

The applicant declined to speak indicating their acceptance of the staff recommendation and conditions. There was no opposition at the hearing.

The BZA agreed that the applicant's request will result in a much better site design.





**Applicant:** Amin Gulamali

**BZA Number:** VA-16-05-037

**BZA Date:** 05/05/2016

**District:** 3

**Sec/Twn/Rge:** 06-23-30-NE-A

**Tract Size:** 145 ft. x 133 ft.

**Address:** 3096 Curry Ford Rd., Orlando, FL 32806

**Location:** Southwest corner of Curry Ford Rd. and S. Crystal Lake Rd.

March 14, 2016

Orange County Zoning Dept.  
201 S. Rosalind Ave., 1st Floor  
Orlando, FL 32801

**RE: Variance Request; 3096 Curry Ford Rd., Orlando, FL 32806**

To whom it concerns:

Please find attached the plans and application and application fee for a variance request for the above site.

The site is zoned C-1 and presently there is no room for parking at the front of the building and very minimal room for drive thru traffic. Traffic has to park on the side or on the adjacent property to then enter the building, which is a deterrent for proper business to take place. We are requesting a reduction of the building setback in the rear from 20 feet to 10 feet, and also an open space reduction from 20% to 17% to allow a building to be constructed with front parking and drive through aisles.

The site is located at the SW corner of Curry Ford Rd. and Crystal Lake Dr. it's size and location, and also the fact that the site is allowing cross access to the west and south, create a very small window for any building that can be placed in the site, limiting options for building placement and thus parking as well. These site limitations are not self-created and we emphatically request this should be considered when rendering your decision.

We have shown a layout with the minimum setback reduction while allowing the front parking with proper backup distance to the gas pumps. We have gained as much grassed area as possible back in the NW corner of the site to replace the areas lost behind the building. Any larger grassed area, however, would prevent large fuel trucks from entering and making their normal maneuvers on the site.

Thank you very much for your help with this project. Please contact me if there are any questions regarding this submittal.

Sincerely,



Amin Gulamali, Gulamali Enterprises, Inc.

Cc: File

**RECEIVED**  
**MAR 15 2016**  
**Zoning Division**





STAFF REPORT  
CASE #VA-16-05-037  
Orange County Zoning Division  
Planner: David Nearing, AICP  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 3

**GENERAL INFORMATION:**

**APPLICANT:** Amin Gulamali

**REQUEST:** Variances in the C-1 zoning district as follows:

- 1) To construct new commercial building ten (10) feet from the rear property line in lieu of twenty (20) feet; and,
  - 2) To reduce the required open space from twenty percent (20%) to seventeen percent (17%).
- (Note: The applicant intends to demolish the existing building and rebuild a new structure).

**LOCATION:** Southwest corner of Curry Ford Road and South Crystal Lake Road.

**PROPERTY ADDRESS:** 3096 Curry Ford Road

**PARCEL ID:** 06-23-30-0000-00-103

**TRACT SIZE:** 145 ft. x 133 ft.

**DISTRICT #:** 3

**ZONING:** C-1

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant is requesting Variances from the rear setback and open space requirements to allow the redevelopment of the existing gas/convenience store.
2. Currently, the site is very restricted by the building location, impacting traffic flow and parking. Relocation of the building will alleviate these restrictions.
3. According to Orange County Property Appraiser's documentation, the site was constructed in 1958; over the years the site's land area has been diminished as a result of the widening of both roads on which it fronts.

4. The result of this request will result in a more modern, safer, and attractive corner.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated March 15, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. With the exception of the open space reduction, development shall comply with Chapter 24 (Landscaping) except where conflicts exist.

cc: Timothy Schutz (Applicant's representative)  
Gulamali Enterprises Inc.  
3096 Curry Ford Road  
Orlando, Florida 32806

Amin Gulamali (Applicant)  
111 Suffolk Court  
Longwood, Florida 32779

**MICHAEL HENRY**  
**VA-16-05-044**

---

**REQUEST:** **Variance** in the R-1A zoning district to construct single family residence 26 ft. from rear property line in lieu of 30 ft.  
**ADDRESS:** Lake Pearl Drive, Gotha, FL 34734  
**LOCATION:** West side of Lake Pearl Dr., approximately 150 ft. south of Twin Lake Dr.  
**S-T-R:** 29-22-28  
**TRACT SIZE:** 87 ft. x 105 ft. (AVG)  
**DISTRICT#:** 1  
**LEGAL:** PEARL LAKE PARK T/148 LOT 12 BLK C  
**PARCEL ID:** 29-22-28-6772-03-120  
**NO. OF NOTICES:** 57

**DECISION: APPROVED** the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

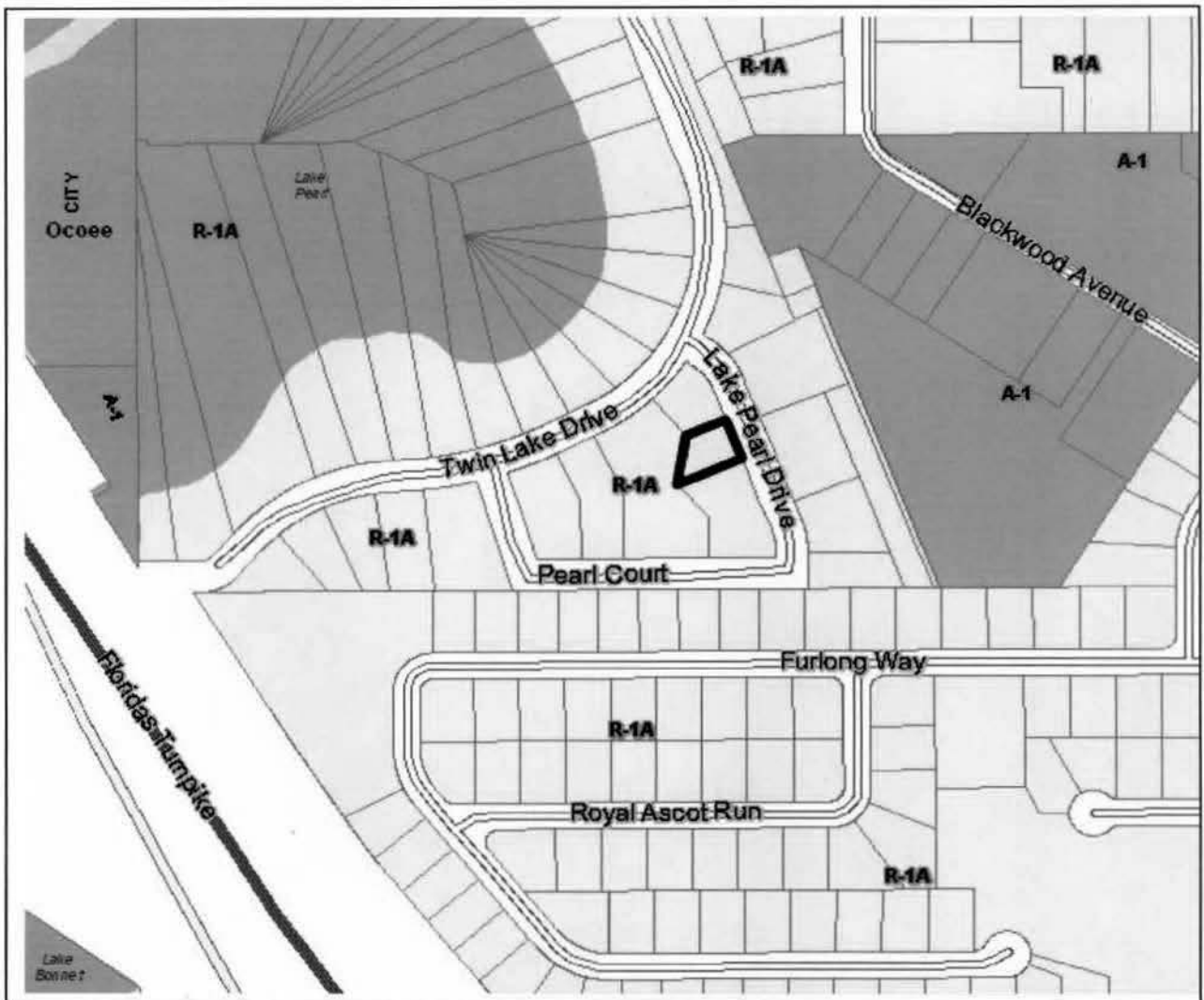
1. Development in accordance with site plan date stamped "Received March 16, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

**SYNOPSIS:** The applicant stated they tried numerous times to design the house to accommodate the lot.

The BZA agreed that the lot is odd shaped and acknowledged that the applicant has made every effort to design the house. The BZA observed that only four (4) feet on the corner of the house would encroach into the setback.

Staff received two (2) commentaries in favor of the application and three (3) commentaries in opposition. There was no opposition at the hearing.





**Applicant:** Michael Henry

**BZA Number:** VA-16-05-044

**BZA Date:** 05/05/2016

**District:** 1

**Sec/Twn/Rge:** 29-22-28-SE-D

**Tract Size:** 87 ft. x 105 ft. (AVG)

**Address:** Lake Pearl Dr., Gotha, FL 34734

**Location:** West side of Lake Pearl Dr., approximately 150 ft. south of Twin Lake Dr.

Orange County Board of Zoning Adjustment for Zoning Variance

03/18/2016

To Whom It May Concern:

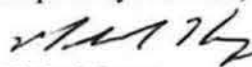
I Michael Henry am requesting a rear setback zoning variance for the property of Ashley L. Dale owner of the vacant property located at Pearl Lake Park T/148 Lot 12 BLK C, legal description 29-22-28-6772-03-120. I Michael Henry have been designated the legal agent to act on the behalf of Ashley L. Dale.

The current setbacks for single dwelling residential home are 25 feet to the front, 10 feet to the sides and 30 feet to the rear of the property lines. We have attempted many different designs to accommodate these requirements with no success.

We have came up with the proposed design that we believe would be acceptable to the community only encroaching into the rear setback 3 feet 6 inches maximum. After looking at other homes in the area there are other that are currently built that do not meet the setback requirements as well. The residence directly to the west which is lot 1 has a rear setback of 28 feet which was showed to me by Orange County employee Donn Sharpe Zoning Code Specialist II.

The residence to be constructed is a total of 1595 square feet heated and cooled. Total square footage under roof is 2217 square feet. The approximate roof height is twenty feet. There is not a current property address set for this lot as I was told an address would be given during the permitting process. I respectfully request that this request be granted as the property will enhance this community.

Respectfully submitted,

 3/18/16

Michael Henry

RECEIVED

MAR 16 2016

Zoning Division

Petition for Variance to construct and build single family dwelling located at Pearl Lake  
Park T/148 Lot 12 BLK C, legal description 29-22-28-6722-03-120

Approval

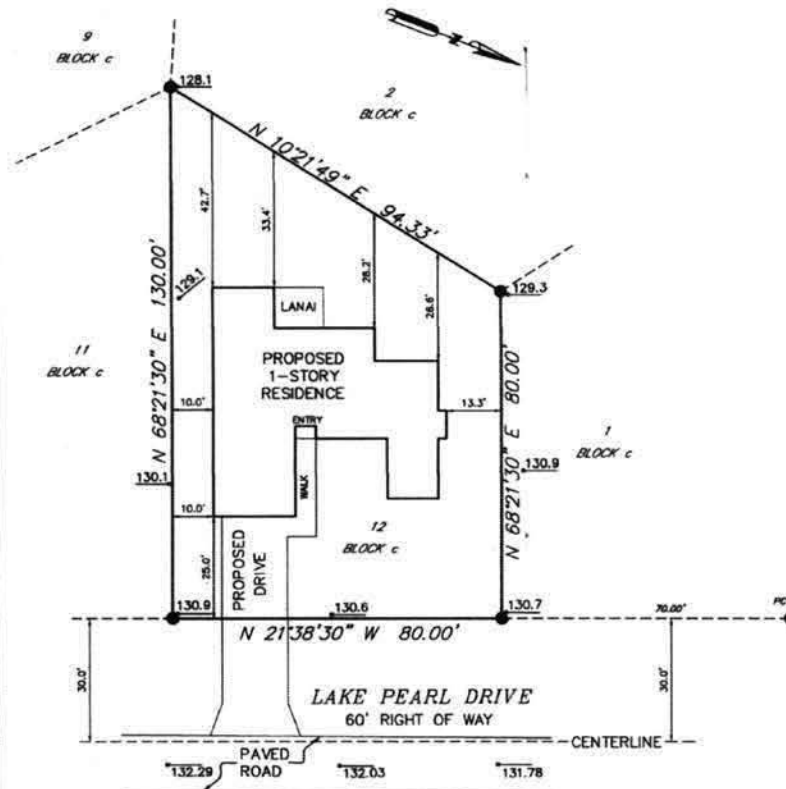
Denial

- 1: *Luchi Su G*  
Sandra Gutierrez  
1877 Twin Lake Dr.  
Gotha, FL 34734
- 2: *J. E. Emerys*  
JACQUELINE G. EMERYS *Approval of Variance on land -*  
1929 LAKE PEARL DRIVE  
Gotha FL 34734
- 3:
- 4:
- 5:
- 6:

# PLAT OF BOUNDARY SURVEY

## LEGAL DESCRIPTION:

Lot 12, Block C, PEARL LAKE PARK, according to the map or plat thereof, as recorded in Plat Book T, Page 148, of the Public Records of Orange County, Florida.



## LEGEND & ABBREVIATIONS

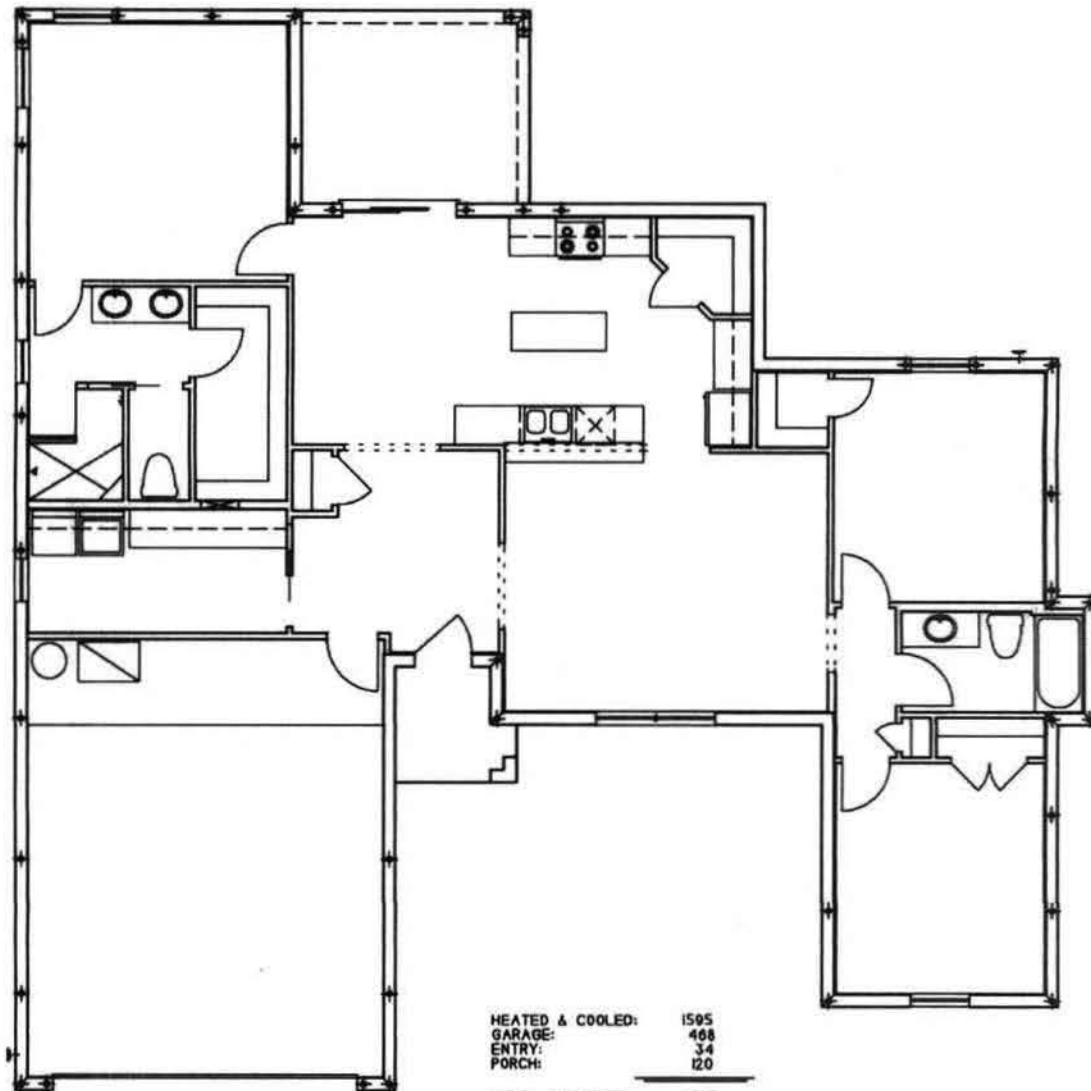
- 132.1 = EXISTING GRADE  
 FFE = FINISHED FLOOR ELEVATION  
 ● = FOUND 1/2" IRON ROD NO#

## SURVEYOR'S REPORT:

1. THE SURVEYOR DID NOT PERFORM AN ABSTRACT OF TITLE, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
2. LEGAL PROVIDED BY CLIENT.
3. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS NOTED.
4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LAKE PEARL DRIVE AS BEING N21°38'30"W, PER PLAT.

RECEIVED  
 MAR 16 2016  
 Zoning Division

DATE: 2-18-16	SCALE: 1" = 30'	CAL. BY: SEB	DRAWN BY: SMO	JOB NO: 116011
Date	Revisions	<p><b>ATLANTIC SURVEYING</b>                  308 S. DILLARD STREET                  WINTER GARDEN, FLORIDA 34787                  (407) 656-4993/FAX (407) 877-9983</p> <p>I hereby certify that this Plat of Boundary Survey was prepared in accordance with the standards of practice for the profession of surveying and mapping as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.</p> <p><i>Steven E. Blankenship</i>                  STEVEN E. BLANKENSHIP P.S.M. #5361                  STATE OF FLORIDA</p>		



FRONT ELEVATION

RECEIVED

MAR 16 2016

Zoning Division



STAFF REPORT  
CASE #VA-16-05-044  
Orange County Zoning Division  
Planner: Nick Balevich  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 1

**GENERAL INFORMATION:**

**APPLICANT:** Michael Henry

**REQUEST:** Variance in the R-1A zoning district to construct single family residence twenty-six (26) feet from rear property line in lieu of thirty (30) feet.

**LOCATION:** West side of Lake Pearl Drive, approximately 150 feet south of Twin Lake Drive.

**PROPERTY ADDRESS:** Lake Pearl Drive

**PARCEL ID:** 29-22-28-6772-03-120

**TRACT SIZE:** 87 ft. x 105 ft. (AVG)

**DISTRICT #:** 1

**ZONING:** R-1A

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant proposes a new single family residence on the parcel. A variance is requested from the rear yard setback.
2. The lot is odd shaped, the rear property line is at a forty-five (45) degree angle, making the lot much narrower on the north side, thus, making it very difficult to comply with the rear yard setback on that portion of the lot.
3. The proposal shows that the applicant has made efforts to design the house to follow the angle of the rear property line, with a request for a minimal variance.
4. The request constitutes infill development on a reasonable sized lot.
5. Staff has no objections to this request because:
  - a) the request will not adversely impact any quality of life circumstances;
  - b) the request constitutes infill development;

- c) the applicant did not create the need for the variance; and,
- d) the proposal is minimal and reasonable.

**STAFF RECOMMENDATIONS:**

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date stamped "received March 16, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and,
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

cc: Michael Henry (Applicant)  
525 Haley Drive  
Windermere, Florida 34786



**ROBERT MEEKS**  
**VA-16-05-036**

---

**REQUEST:** **Variances** in the I-1/I-5 and I-2/I-3 zoning districts to construct commercial building as follows:  
1) 15 ft. from the north property line in lieu of 50 ft.; and,  
2) 15 ft. from the east property line in lieu of 60 ft.

**ADDRESS:** 6766 Narcoossee Road, Orlando, FL 32822

**LOCATION:** West side of Narcoossee Rd., approximately 2/10 of a mile north of Lee Vista Rd.

**S-T-R:** 23-23-30

**TRACT SIZE:** 5.7 acre

**DISTRICT#:** 3

**LEGAL:** N 158 FT OF S 1136 FT OF SE1/4 OF SE1/4 W OF RD IN SEC 23-23-30 LESS (COMM SE COR OF SEC 23 TH N00-09-23W ALONG E LINE OF SEC 23 FOR 550.03 FT TH N30-09-00W 494.63 FT TO ELY PROJECTION OF N LINE OF BRENTWOOD PB S/115 ALSO BEING THE S LINE OF N 158 FT OF S

**PARCEL ID:** 23-23-30-0000-00-020 and 23-23-30-0000-00-026

**NO. OF NOTICES:** 98

**DECISION: APPROVED** the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

1. Development in accordance with site plan dated March 16, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. There shall be no access to the project site from Holiday Place;
5. Prior to the issuance of any permits for vertical construction, the applicant shall install a six (6) foot high vinyl fence along the east and south property lines adjacent to parcel ID. # 23-23-30-0000-00-035; and,
6. Construction plans shall be submitted within two (2) years or this approval becomes null and void.

**SYNOPSIS:** The applicant is proposing an adult personal storage facility. The adjacent parcels are zoned agricultural and as such the storage buildings must meet a residential setback.

Staff advised the BZA the adjacent properties are designated Industrial on the County's Future Land Use Map. Staff supports the request with conditions.

The BZA agreed and approved the request. There was no opposition.



**Applicant:** Robert Meeks

**BZA Number:** VA-16-05-036

**BZA Date:** 05/05/2016

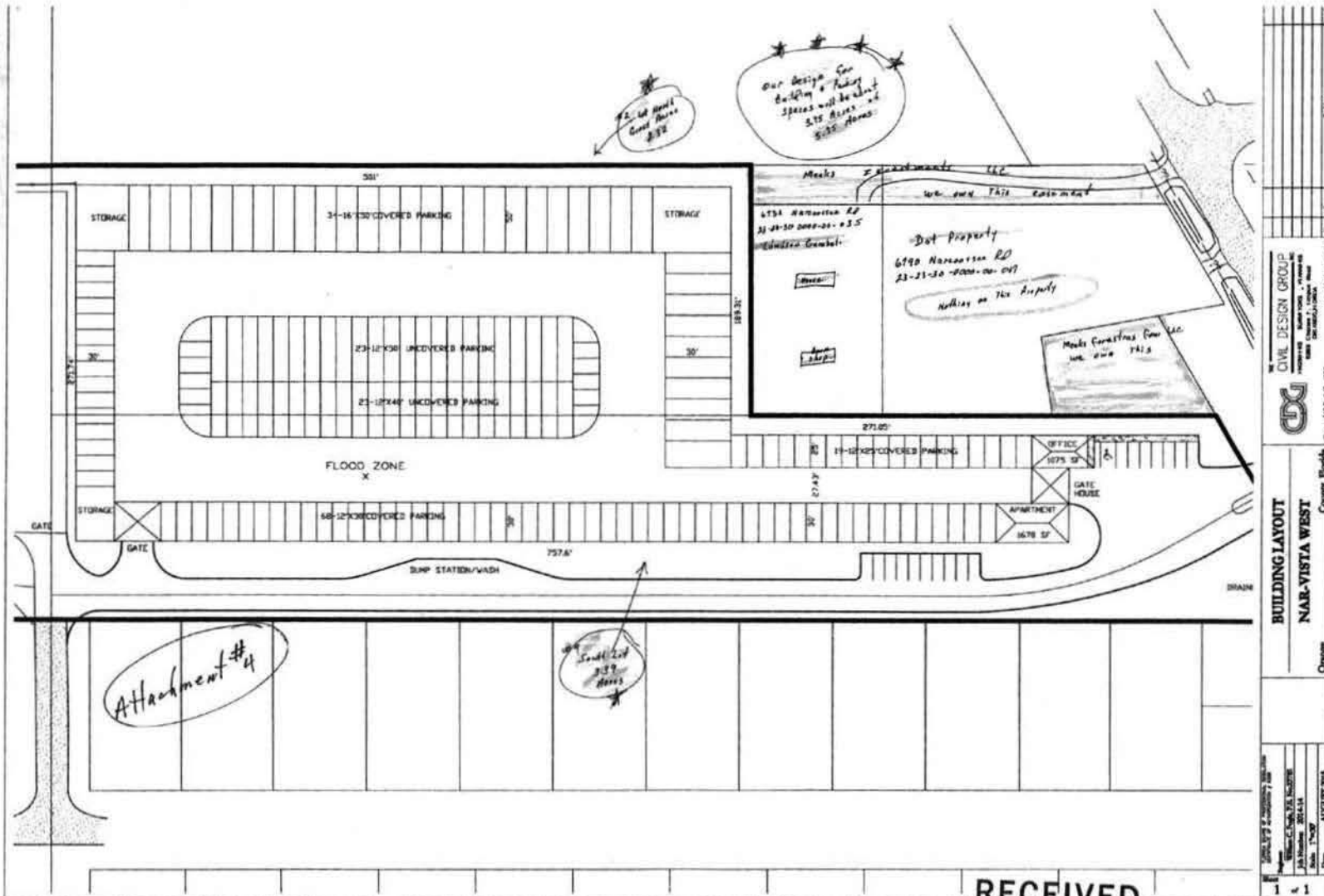
**District:** 3

**Sec/Twn/Rge:** 23-23-30-SE-D

**Tract Size:** 5.7 acre

**Address:** 6766 Narcoossee Rd., Orlando, FL 32822

**Location:** West side of Narcoossee Rd., approximately 2/10 of a mile north of Lee Vista Rd.



RECEIVED  
MAR 16 2016  
Zoning Division

CIVIL DESIGN GROUP	
6754 Nar-Vista RD	31-40-50-000-00-03.5
6790 Nar-Vista RD	23-21-30-000-00-007
Nothing on this property	
Make Foresters for us we own this	
6754 Nar-Vista RD 31-40-50-000-00-03.5	
6790 Nar-Vista RD 23-21-30-000-00-007	
Nothing on this property	
Make Foresters for us we own this	
BUILDING LAYOUT	
NAR-VISTA WEST	
Orange, Florida	Orange, Florida
August 2015	August 2015
1	1

**BMZ Partnership**  
Nar-Vista Commerce Center

February, 29, 2016

Our properties consisting of 5 sections surround the 2 sites that we need variance's from  
Our Legal Parcels

- 1 - 6766 Narcoossee Rd - 23-23-30-0000-00-026
- 2 - 6701 Holiday Place - 23-23-30-0000-00-020
- 3 - 6720 Holiday Place - 14-23-30-524028-001
- 4 - 6768 Holiday Place - 14-23-30-5240-28-002
- 5 - 6754 Narcoossee Rd - 23-23-30-0000-00-037

Two effected site Legal:

- 1 - FLA DOT - 6740 Narcoossee Rd - 23-23-30-0000-00-017
- 2 - Edmilson Garabeli - 6732 Narcoossee Rd - 23-23-30-0000-00-035

- 1) Our request is to build an enclosed building with a manager's office for outdoor storage facility for cars, boats, motorhomes, trucks, personal watercrafts.
- 2) The building would be constructed of concrete blocks & Architectural Steel
- 3) Civil Engineers drawing of site & Buildings dimensions - 3.75 acres \*\* see attached for building layout \*\*

Set back from property lines

- South Side - 60ft
- North Side - 15ft
- Building Height - 15ft

- 4) We need variances on two small section of section of properties that we do not own which adjoin our properties.

We own the third piece of property addressed at 6754 Narcoossee Rd - 23-23-30-0000-00-037  
That we submitted rezoning request to change this site from A-2 to I-4. The I- request is consistent with most of the surrounding properties that we already own and properties that others own.

- 5) FLA DOT purchased the house behind our 6754 Narcoossee Rd property and demolished the house currently there is nothing on the land.

I have spoken to DOT and the use may be a retention pond for the road widening project for Narcoossee Rd which is being widened from 2 lanes to 6 lanes. It also could be a supply yard for this project.

After speaking to DOT's Amy Winehouse she says that if DOT does not use the lot is would be put out to bid in April 2017.

6923 Narcoossee Rd. Suite 603  
Orlando, FL 32822  
Phone 407-277-6834  
Email: [billing@bmzpartners.com](mailto:billing@bmzpartners.com)

Attachment #2

**RECEIVED**  
MAR 16 2016  
Zoning Division

**BMZ Partnership**  
**Nar-Vista Commerce Center**

- 6) The Third parcel 6732 Narcoossee Rd 23-23-30-0000-00-035 is owned by Edmilson Garabeli. He currently has property in Brazil, South America and is in Brazil.  
Mr Edmilson Garabeli should return to Orlando in late March or Early April. He stated that he has no problem with a 15-foot setback.  
We should have a letter from him about the 15foot set back before the public hearing on May 5<sup>th</sup>, 2016

Add the new information to this area.

Please see attachments number on thru 9 on the rear of application:

- 1) Property records on Edmilson Garabelis property per question on Page 2 of the application
- 2) Detailed cover letter answering question from page eleven (11)
- 3) 2 copies of detailed site plan from our civil engineer  
and building concept and set back lines from our civil engineer
- 4) 2 copies of building layout and adjoining two (2) properties with new building design and measurements.
- 5) 2 copies of building setback variances
- 6) 2 copies of Ariel view of our 4 lots of which we will use lots 2 and 4.
- 7) 2 copies of orange county property appraisers Ariel view of all of our properties on the west side of Narcoossee Road.
- 8) 8249 Narcoossee Rd  
A Comparative warehouse property located approximately 5 blocks from our property with 60ft set back on south side of property and a 15ft set back on the north side next to 8 or 9 homes.



Bob Meeks

Meeks Investments LLC  
Meeks Forestras Four LLC  
BMZ Partnership  
Cell: 321-282-8238

6923 Narcoossee Rd. Suite 603  
Orlando, FL 32822  
Phone 407-277-6834  
Email: [billing@bmzpartners.com](mailto:billing@bmzpartners.com)

BMZ Partnership  
Nar-Vista Commerce Center

April 11, 2016

To: Orange County Board

Re: Property Located 6732 Narcoossee Road – 32822

Dear Sirs


I, Edmilson Garabeli have no objection to the property variance proposal, to a 15 – foot setback from my property on both the south and west sides.

My property legal record is 23-23-30-0000-00-035

My property is located at 6732 Narcoossee Road 32832.

Additionally, at my request, Mr. Meeks will install a 6-foot chain link fence on both sides.

Sincerely,



Edmilson Garabeli

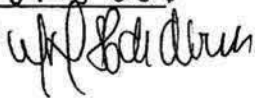
Date: 4 / 13 / 2016

State of Florida

Orange County

Date: 04-13-2016

Notary



Maria Daniela Hubner de Abreu  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF237733  
Expires 6/4/2019

6923 Narcoossee Rd. Suite 603

Orlando, FL 32822

Phone 407-277-6834

Email: [billing@bmzpartners.com](mailto:billing@bmzpartners.com)





STAFF REPORT  
CASE #VA-16-05-036  
Orange County Zoning Division  
Planner: Rocco Relvini  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 3

**GENERAL INFORMATION:**

**APPLICANT:** Robert Meeks

**REQUEST:** Variances in the I-1/I-5 and I-2/I-3 zoning districts to construct commercial building as follows:

- 1) Fifteen (15) feet from the north property line in lieu of fifty (50) feet; and,
- 2) Fifteen (15) feet from the east property line in lieu of sixty (60) feet.

**LOCATION:** West side of Narcoossee Road, approximately 2/10 of a mile north of Lee Vista Road.

**PROPERTY ADDRESS:** 6701 Holiday Place

**PARCEL ID:** 23-23-30-0000-00-020 and 23-23-30-0000-00-026

**TRACT SIZE:** 5.7 acre

**DISTRICT #:** 3

**ZONING:** IND-1/IND-5 & IND-2/IND-3

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant is proposing an adult indoor/outdoor storage facility. The required building setback along the east property line is sixty (60) feet. The required setback along the south property line is fifty (50) feet. The applicant is requesting a reduced setback of fifteen (15) feet.
2. The request appears excessive; however, the properties that are zoned A-2 are designated industrial on the County's Future Land Use Map. That means the properties will develop in the future as industrial land uses. Further, the affected homeowner submitted a letter of no objection to this request.
3. The applicant has agreed to prohibit any access to the site from Holiday Place, as Holiday Place is a local residential roadway.

4. A solid fence needs to be constructed along the east and south property lines to buffer the home.
5. Staff has no objections to the request.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated March 16, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. There shall be no access to the project site from Holiday Place;
5. Prior to the issuance of any permits for vertical construction, the applicant shall install a six (6) foot high vinyl fence along the east and south property lines adjacent to parcel ID. # 23-23-30-0000-00-035; and,
6. Construction plans shall be submitted within two (2) years or this approval becomes null and void.

cc: Robert Meeks (Applicant)  
Meeks Investments, LLC  
6923 Narcoossee Road  
Orlando, Florida 32822

**WILLIAM PARRAMORE**  
**SE-16-05-038**

---

**REQUEST:** **Special Exception** in the R-2 zoning district to allow parking and Stormwater Management facilities in conjunction with commercial development on adjacent C-1 (commercial) zoned property to the south.

**ADDRESS:** 4703 Hoffner Avenue, Orlando, FL 32812

**LOCATION:** North side of Hoffner Ave., approximately 1/4 mile east of Conway Rd.

**S-T-R:** 16-23-30

**TRACT SIZE:** 9.33 acre

**DISTRICT#:** 3

**LEGAL:** E1/2 OF W1/4 OF SW1/4 OF SW1/4 OF SEC 16-23-30 (LESS S 33 FT FOR RD PER DB 347/181) & (LESS THAT PART TAKEN FOR RD R/W PER 10230/3274)

**PARCEL ID:** 16-23-30-0000-00-045 and 16-23-30-0000-00-046

**NO. OF NOTICES:** 99

**DECISION: APPROVED** the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions (4 in favor, 1 opposed, and 2 absent):

1. Development in accordance with site plan dated March 16, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. Prior to the issuance of any land development permits, the conservation area impacts must be approved by Orange County;
5. Development shall comply with Chapter 24 (Landscaping) except where conflicts exist and waivers may be obtained; and,
6. The applicant shall comply with the Endangered Species Act regarding bald eagles through following the: Reasonable and Prudent Measures, Terms and Conditions, and the Conservation Recommendations outlined in the U.S. Fish and Wildlife Service. These guidelines include, but are not limited to: site work and construction during the non-nesting season, monitoring to detect abnormal behavior of the bald eagles, notification if a dead bald eagle is found, preservation of all mature trees in proximity to the nest tree, and placement of signage to prohibit intrusion to the nest tree.

**SYNOPSIS:** Due to a seventy (70) foot right-of-way acquisition for Hoffner Avenue, the applicant needs to use part of the subject property zoned R-2 for parking and stormwater retention for the portion zoned C-1. This request requires a Special Exception.

Staff noted that the subject property is over 1,200 feet in depth, with the front 240 feet being zoned C-1. The applicant had completed a Conservation Area Determination, and most of the property is part of a larger wetland system. The applicant will need to obtain Orange County approval for any impacts to the wetland. Staff also noted that they had received one (1) correspondence in opposition to the application due to the presence of an eagle's nest. Staff imposed a new condition to address the eagle's nest.

The applicant declined to speak, noting their agreement with the staff recommendation. One (1) resident spoke in opposition noting that while the nest may have been inactive in 2014, eagles still frequent the area, roosting in some of the tall trees on the subject property.

The BZA concluded that given the right-of-way acquisition, the request was consistent with the criteria for a Special Exception.



**Applicant:** William Parramore

**BZA Number:** SE-16-05-038

**BZA Date:** 05/05/2016

**District:** 3

**Sec/Twn/Rge:** 16-23-30-SW-C

**Tract Size:** 9.33 acre

**Address:** 4703 Hoffner Ave., Orlando, FL 32812

**Location:** North side of Hoffner Ave., approximately 1/4 mile east of Conway Rd.

March 16, 2016

David Nearing – Development Coordinator  
Orange County Government - Zoning Division  
201 S. Rosalind Avenue, 1<sup>st</sup> Floor  
Orlando, Florida 32801

**RE: Special Exception Application  
Hoffner Medical Center – 4683 & 4703 Hoffner Avenue**

Dear Mr. Nearing:

Please accept this request along with the appropriate attachments as formal application for a Special Exception allowing the uses as described below, in accordance with the Orange County Zoning Code. The property exists within (2) zoning districts. The first 240 feet from the property/right of way line at Hoffner Avenue lies within a C-1 zoning designation and the remainder of the property lies within a R-2 zoning. Specifically, the special exception is being requested to allow for parking and stormwater pond infrastructure within a portion of the R-2 zoning district of the property. Please see the attached Conceptual Site Plan for a graphical depiction of the locations of the aforementioned uses.

The property directly and adjacent to the west of the subject property consists of undeveloped wooded wetlands and contains an access road for school buses servicing the Shenandoah Elementary School.

Please contact me if you have any questions or need any additional information, as we look forward to working with you and your staff in the weeks ahead of the upcoming Board Meeting.

Sincerely,



William Parramore  
Property Owner

**RECEIVED**  
**MAR 16 2016**  
**Zoning Division**







STAFF REPORT  
CASE #SE-16-05-038  
Orange County Zoning Division  
Planner: David Nearing, AICP  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 3

**GENERAL INFORMATION:**

**APPLICANT:** William Parramore

**HEARING TYPE:** Board of Zoning Adjustment

**REQUEST:** Special Exception in the R-2 zoning district to allow parking and stormwater management facilities in conjunction with commercial development on adjacent C-1 (commercial) zoned property to the south.

**LOCATION:** North side of Hoffner Avenue, approximately 1/4 mile east of Conway Road.

**PROPERTY ADDRESS:** 4683 Hoffner Avenue

**PARCEL ID:** 16-23-30-0000-00-045 and 16-23-30-0000-00-046

**TRACT SIZE:** 9.33 acre

**DISTRICT #:** 3

**ZONING:** C-1, R-2

**EXISTING USE(S):** Undeveloped

**PROPOSED USE(S):** Parking Lot and Stormwater Management Facilities

**SURROUNDING USES:** N – Undeveloped  
S – Commercial  
E – Undeveloped  
W – Undeveloped

### **STAFF FINDINGS AND ANALYSIS:**

1. The applicant is requesting permission to place parking for a new office building in the C-1 zoning district on property zoned R-2.
2. The subject property is two (2) contiguous unified 1,200+ ft. deep parcels with two (2) different land use designation and zoning designations. The southern 240 feet of the parcels is zoned C-1. The remaining 960+ feet of the lots are zoned R-2. The applicant intends to use the southern 277 feet of the R-2 zoned portion of the lot for parking and stormwater management.
3. With the exception of a small portion of the lots frontage on Hoffner Avenue and small portion on the northern end, the lot is primarily a wetland.
4. To the west of the subject property is a wetland area owned by the School District of Orange County and used as the bus access for Shenandoa Elementary School. There is a single family community to the north; however, it will be over 680 feet away from the proposed stormwater pond, and will be undisturbed. To the west is undeveloped property zoned C1 and R-2. There is a very high probability that this land is a part of the same wetland community.
5. On September 10, 2015, the Orange County Environmental Protection Division approved a Conservation Area Determination for the subject property.
6. In 2015, Orange County obtained the seventy-eight (78) feet immediately south of the subject property from the applicant for the improvement of Hoffner Avenue, in part, necessitating the need to use some of the R-2 zoned property for site improvements.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated March 16, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;
4. Prior to the issuance of any land development permits, the conservation area impacts must be approved by Orange County; and,
5. Development shall comply with Chapter 24 (Landscaping) except where conflicts exist and waivers may be obtained.

cc: William Parramore (Applicant)  
2615 Hempel Avenue  
Windermere, Florida 34786

**NEIL KLAPROTH, AGENT FOR PULTE HOMES**  
**VA-16-05-041**

---

**REQUEST:** **Variances** in the P-D zoning district to allow the following signage:  
1) A total of 1,007.5 sq. ft. of copy area of construction signage in lieu of 64 sq. ft.; and,  
2) Construction signage with a setback of 0 ft. in lieu of five (5) ft.  
(Note: The sign is a mesh shade cloth attached to an existing construction fence as a dust guard, which has 1,598 feet of linear frontage on the Palm Parkway. This application is the result of code enforcement action).

**ADDRESS:** 7701 Palm Parkway, Orlando, FL 32836

**LOCATION:** West side of Palm Parkway, approximately 1.1 miles south of the Central Florida Parkway, in the Ruby Lakes P-D.

**S-T-R:** 15-24-28

**TRACT SIZE:** 94 acre

**DISTRICT#:** 1

**LEGAL:** A PORTION OF LOTS 1 & 2 RUBY LAKE PB67/42 DESC: COMM AT THE SE CORNER OF THE NE 1/4 SEC 15-24-28 TH N00-00-35E 159.63 FT TH S53-09-05W 69.03 FT TO A POC CONCAVE NWLY HAVING A RADIUS 220 FT DELTA 37-02-22 CHORD BRG S71-42-46W AN ARC LENGTH 142.54 FT TH N89

**PARCEL ID:** 15-24-28-7774-00-020

**NO. OF NOTICES:** 57

**DECISION: DENIED** the Variance requests 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, 2 absent).

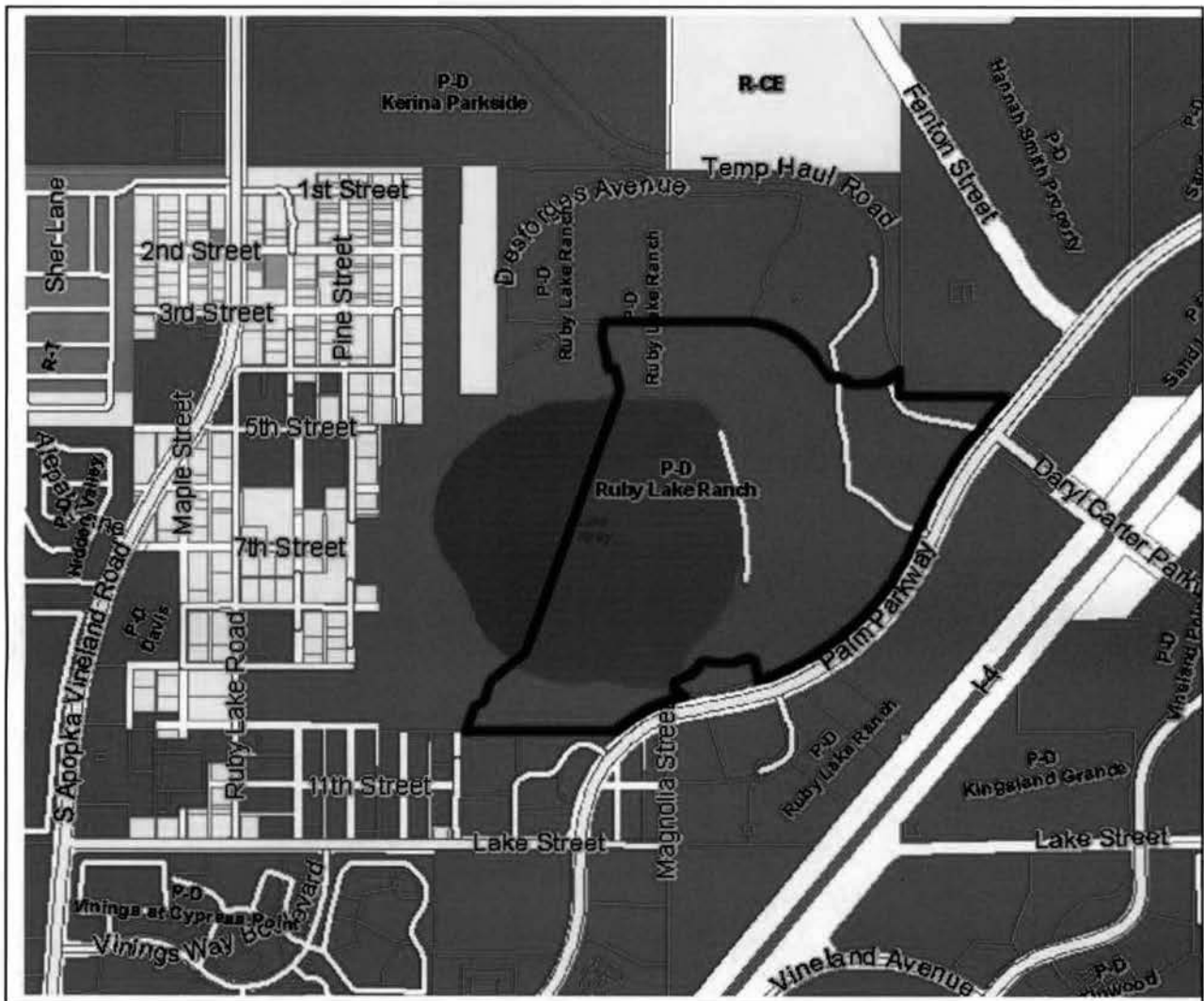
**SYNOPSIS:** The applicant owns a 77.5 acre residential P-D fronting on the Palm Parkway. They were required to erect a five (5) foot high fence and install shade cloth as a dust barrier. In doing so, the applicant chose to place: an artist's renditions of the new community; their company logo; the email address to receive information on the new community; and, the anticipated start date for sales. This equaled 1,007.5 sq. ft. of sign area. A construction sign for a residential site is limited to sixty-four (64) sq. ft.

Staff noted that the applicant is actually close to obtaining the required permits for the decorative wall which will replace the shade cloth. In addition, the applicant anticipates that the wall may be under construction within six (6) months.

The code enforcement officer handling the case showed the BZA pictures of not only the shade cloth signage, but of other signs that were erected without permits. The officer asked that the variance not be granted due to the amount of deviation as they

feared it would set a precedent. There was no one to speak for or against the application.

The BZA noted that they realized the applicant's representative was not directly responsible for the placement of the sign, thus, it was likely the marketing division of the company. However, it was clearly done intentionally with full knowledge of the code, as the company does a large amount of work in the County.



**Applicant:** Neil Klaproth, Agent for Pulte Homes

**BZA Number:** VA-16-05-041

**BZA Date:** 05/05/2016

**District:** 1

**Sec/Twn/Rge:** 15-24-28-NE-A, 15-24-28-SE-D, 14-24-28-SW-C

**Tract Size:** 94 ac.

**Address:** 7701 Palm Pkwy, Orlando, FL 32836

**Location:** West side of Palm Parkway, approximately 1.1 miles south of the Central Florida Parkway, in the Ruby Lakes P-D.



March 15, 2016

Orange County Board of Zoning Adjustment (BZA)  
201 South Rosalind Avenue – PO Box 2687  
Orlando, FL 32802-2687

RE: Ruby Lake – Phase 1  
Application for Zoning Variance

Pulte Home, Corporation is requesting a variance for the wind screen along the perimeter of their property located at 7701 Palm Parkway. The wind screen exceeds the allowable construction signage copy limitations, however, the screen is also acting as an erosion control method for windborne particulates as required by Orange County Environmental Protection. The wind screen is temporary and will be removed with the installation of hardscape elements along the Palm Parkway frontage. Hardscape permits have been submitted to the Orange County Building Department for review and the permanent perimeter elements are scheduled for completion in late June – early July 2016.

There is currently 1,760 lineal feet of windscreen installed on the existing chain link fence located along the perimeter of the property line adjacent to Palm Parkway. The windscreen is 5.5' tall and the actual length installed was field verified. The physical alignment of the fence is depicted on the included Boundary Survey. The copy included in the windscreen panels contains our company logo, the website address for community information, and "Coming Summer 2016". The text is clear and does not require excessive scrutiny to read and understand, thus limiting the distractions for traffic on Palm Parkway. A sample photo taken during installation is attached for your information.

We hereby request that the Board of Zoning Adjustment grant a variance allowing the wind screen to remain in place until replaced with hardscape elements. We appreciate your consideration and if you have any questions, please contact me at 407.661.2104.

Sincerely,

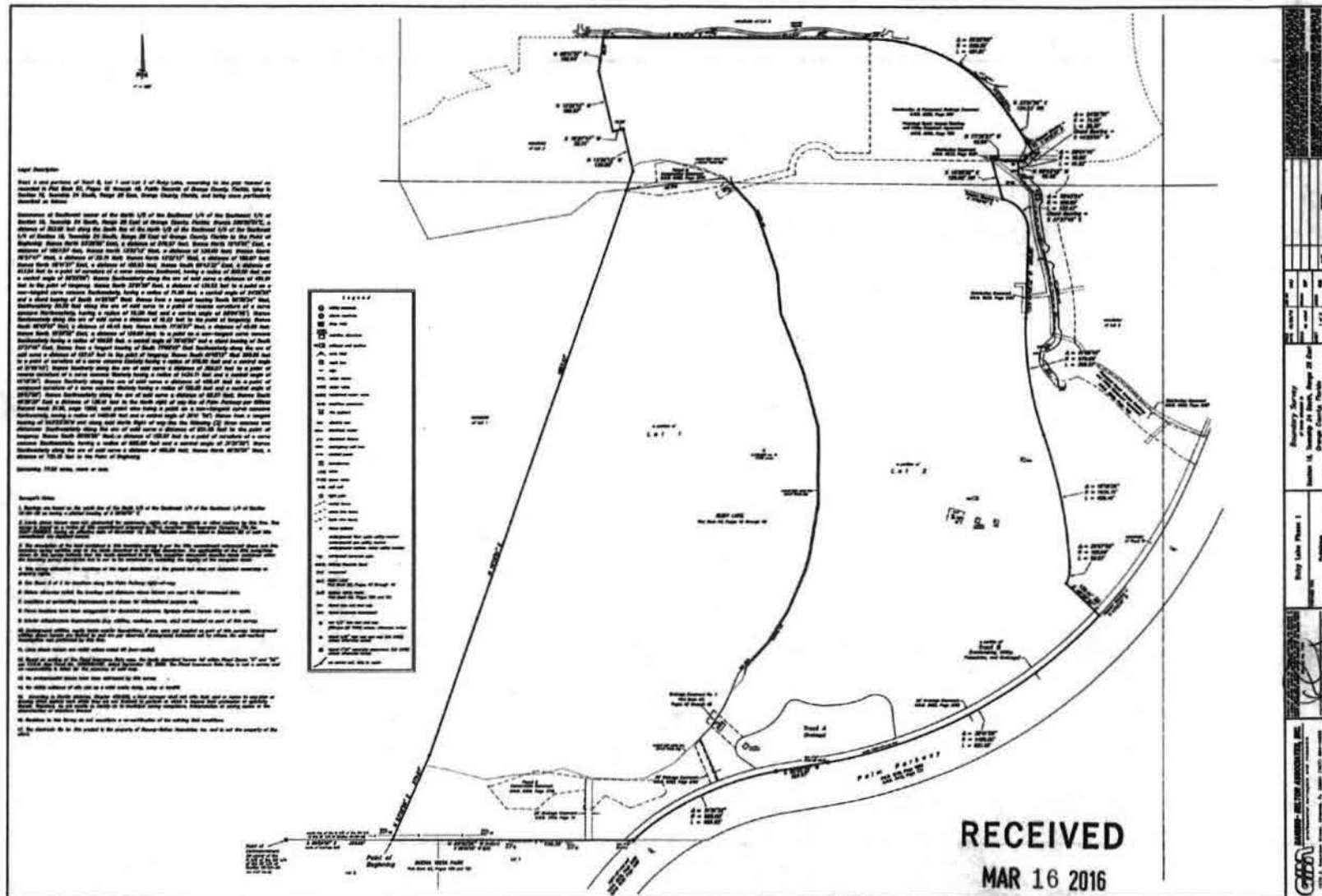
Neil Klaproth, P.G.  
Land Development Manager  
Pulte Home Corporation,  
a Michigan corporation

**RECEIVED**  
MAR 16 2016  
Zoning Division

4901 Vineland Road, Suite 500 Orlando, Florida 32811  
407.661.2150 407.661.4089 (Fax) pultegroupinc.com







# SECTIONS

1 • 10 • 19 • 28 • 37	Pulte Pulte.com/RubyLake
2 • 11 • 20 • 29 • 38	Pulte Coming Summer 2016
3 • 12 • 21 • 30 • 39	Pulte Pulte
4 • 13 • 22 • 31 • 40	Pulte Pulte.com/RubyLake
5 • 14 • 23 • 32 • 41	Pulte Pulte Pulte
6 • 15 • 24 • 33 • 42	Pulte Coming Summer 2016
7 • 16 • 25 • 34 • 43	Pulte Pulte Pulte
8 • 17 • 26 • 35 • 44	Pulte Pulte.com/RubyLake
9 • 18 • 27 • 36 • 45	Pulte Coming Summer 2016

Copy Area =  
3.3' x 7.1' = 23.43 sq/ft

QTY: 45 - 50FT X 5.5FT SECTIONS  
BANNER MESH FENCE  
TOTAL 2,250 FT X 5.5FT

Copy Area =  
3.3' x 36.5' = 120.5 sq/ft

Copy Area =  
3.3' x 34' = 112.2 sq/ft

vo. 173180 01.05.16

PULTE HOMES ORL RUBY LAKES

FENCE MESH



D. COUCH  
J. WHITE

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MAR 16 2016

Zoning Division



STAFF REPORT  
CASE #VA-16-05-041  
Orange County Zoning Division  
Planner: David Nearing, AICP  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 1

**GENERAL INFORMATION:**

**APPLICANT:** Neil Klapproth, Agent for Pulte Homes

**REQUEST:** Variances in the P-D zoning district to allow the following signage:

- 1) A total of 1,007.5 square feet of copy area of construction signage in lieu of 64 square feet; and,
- 2) Construction signage with a setback of zero (0) feet in lieu of five (5) feet.

(Note: The sign is a mesh shade cloth attached to an existing construction fence as a dust guard, which has 1,598 feet of linear frontage on the Palm Parkway. This application is the result of code enforcement action).

**LOCATION:** West side of Palm Parkway, approximately 1.1 miles south of the Central Florida Parkway, in the Ruby Lakes P-D.

**PROPERTY ADDRESS:** 7701 Palm Parkway

**PARCEL ID:** 15-24-28-7774-00-020

**TRACT SIZE:** 94 acre

**DISTRICT #:** 1

**ZONING:** P-D

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant is the developer of a 77.5 acres residential PD. During the land preparation phase of the project, they were required to erect a five (5) foot tall temporary fence with shade cloth to act as a wind suppressor to keep dust from blowing off the property onto Palm Parkway.

2. The applicants chose to decorate the shade cloth with conceptual pictures of what the new community would look like, along with the web site and name of the community where perspective buyers could look, and when the community would go into construction. In between the pictures, they also put their company's logo.
3. The pictures themselves would be a permissible decoration; however, any text or logos are considered advertising, and are subject to the sign code.
4. As a result, the applicant ended up installing 1,007.5 square feet of copy area of construction signage in lieu of the sixty-four (64) square feet permitted by the Code along 1,598 linear feet of shade cloth acting as the dust suppressor. The illegal signage was cited by code enforcement.
5. The applicants are currently in the process of permitting the permanent wall feature, which will be constructed along Palm Parkway, as well as beginning construction of model homes.
6. Staff anticipates that by the time this issue is resolved, including probable appeals, the applicant will likely be ready to commence construction of the subdivision wall.

#### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated March 16, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,

4. The fencing and shade cloth signage shall only be permitted for six (6) months from the date of final County action. The applicant may request a three (3) month extension from the Zoning Manager in the event there is a delay in the permitting of the subdivision wall.

cc: Neil Klaproth, Agent for Pulte Homes  
Pulte Homes Group  
4901 Vineland Road, Suite 500  
Orlando, Florida 32811

**JAMES YANNUCCI**  
**VA-16-05-040**

---

**REQUEST:** **Variances** in the R-1AA zoning district as follows:  
1) To construct a carport and covered patio in the front of the principal structure in lieu of side or rear yards;  
2) To construct a carport 23 ft. from front property line in lieu 30 ft.; and,  
3) To construct carport 4 ft. from the side property line in lieu of 7.5 ft.

**ADDRESS:** 504 Shannon Road, Orlando, FL 32806

**LOCATION:** South side of Shannon Rd., approximately 800 ft. south of Michigan St., on Lake Pine Loch.

**S-T-R:** 01-23-29

**TRACT SIZE:** 78 ft. x 299 ft. (AVG)

**DISTRICT#:** 3

**LEGAL:** BETTY JO SUB R/26 THE WLY 19.25 FT LOT 4 MEASURED ON ST & WLY 27.57 FT ON S END & ALL LOT 5 BLK E

**PARCEL ID:** 01-23-29-0652-05-041

**NO. OF** 172

**NOTICES:**

**DECISION: APPROVED** the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5 in favor, 2 absent):

1. Development in accordance with site plan dated March 16, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,

4. The exterior of the carport and deck shall compliment the exterior materials and colors of the existing residence.

**SYNOPSIS:** The applicant proposes to construct a carport and an enclosed front porch into the front yard setback.

Staff noted that due to the fact that a very small amount of the lot is actually high and dry, the home was built as far forward as possible to retain as much usable rear yard as possible. Also, due to the way the house is positioned, the house is designed slightly to the west. This construction is causing the need for the side yard setback. Had the house been built perpendicular to the side lot lines, no side yard variance would have been needed. The front setback variance only amounts to a twenty-three percent (23%) reduction, which is well within the range of past variances granted by the BZA.

The BZA concluded that due to the shallowness of the usable portion of the lot, the orientation of the house on the lot, and the interior alterations performed by a previous owner, the variance was not self-imposed nor were they requesting any special privilege. The variance was considered reasonable.



March 15, 2016

James C. Yannucci  
504 Shannon Rd  
Orlando, FL 32806  
(407) 810-3782

To Whom It May Concern,

I, James C. Yannucci, am requesting a variance on my property at 504 Shannon Road (Tax Parcel ID 01-23-29-0652-05-041) detailed as follows:

Description: Open air carport

Reason: Protection for cars

Type of construction: Steel and wood frame structural columns with a flat roof.

Roofing material is modified bitumen rolled roofing.

Square footage: 320

Proposed dimensions: 17'-4" W x 25'-4" L x 8' H

How far away the construction will be from all property lines: 4'-4" from side property line and  
23'-4 from front property line.

Proposed height: 8' H

Sincerely,

James C. Yannucci

**RECEIVED**  
**MAR 16 2016**  
**Zoning Division**

## **Paul J. Halyard**

632 Stetson Street, Orlando, FL 32804

(407) 422-5599

Website: [www.paulhalyard.com](http://www.paulhalyard.com) / Email: [paul@paulhalyard.com](mailto:paul@paulhalyard.com)

---

March 15, 2016

To Whom It May Concern:

I, Paul J. Halyard, owner of 502 Shannon Road, do not oppose James Yannucci of 504 Shannon Road, request for a variance allowing the construction of a carport to extend into his setback.

Sincerely,



Paul J. Halyard

Cc: Scott Young

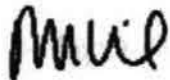
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March 13, 2016

To Whom It May Concern,

I Paul Schick, owner of 505 Shannon Road do not oppose the request for a variance sought by James Yankuski of 505 Shannon Road allowing the construction of a carport to extend into his setback.

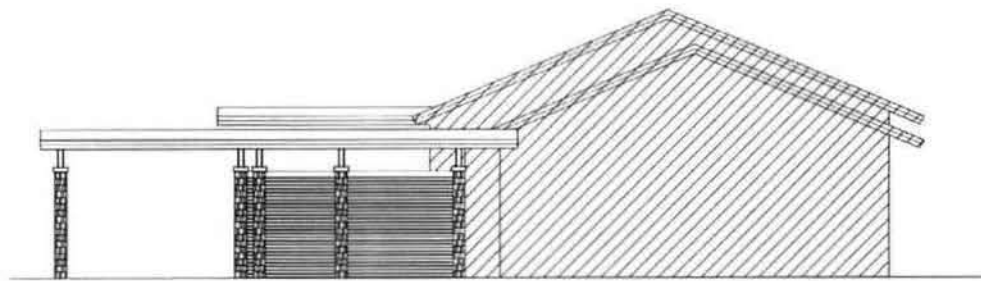
Sincerely,



Paul Schick

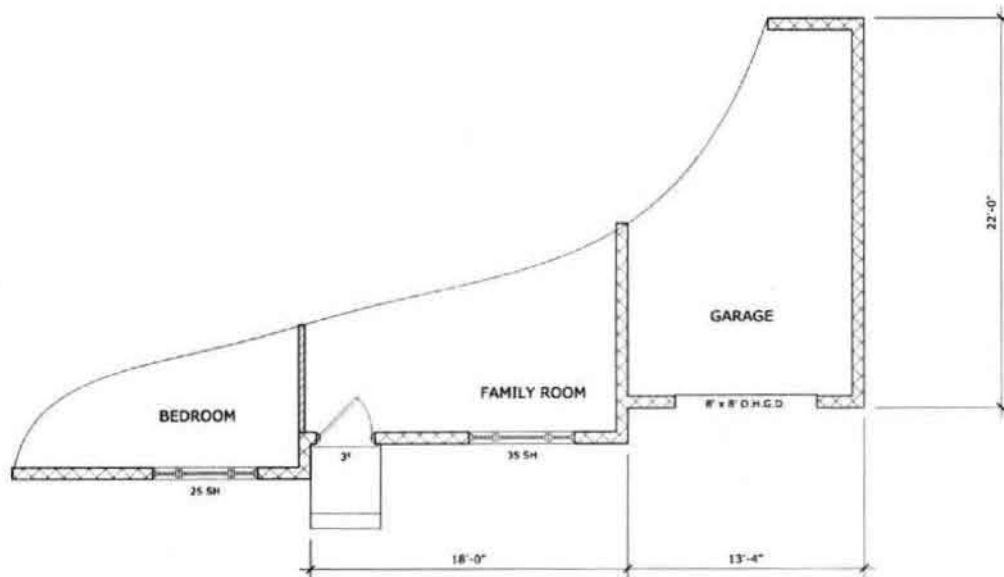
[illegible]

RECEIVED  
MAR 16 2016  
Zoning Division



## **RIGHT SIDE ELEVATION**

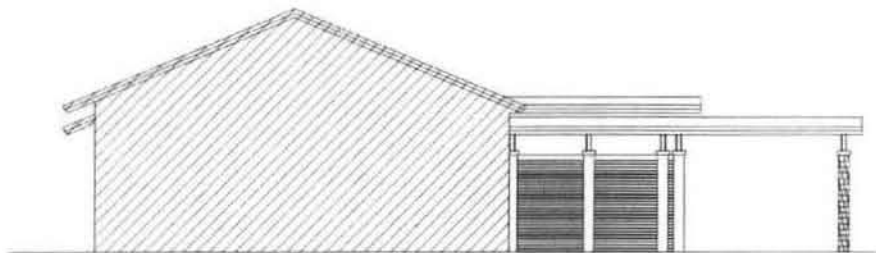
SCALE: 1/4"=1'-0"



## **EXISTING FLOOR PLAN**

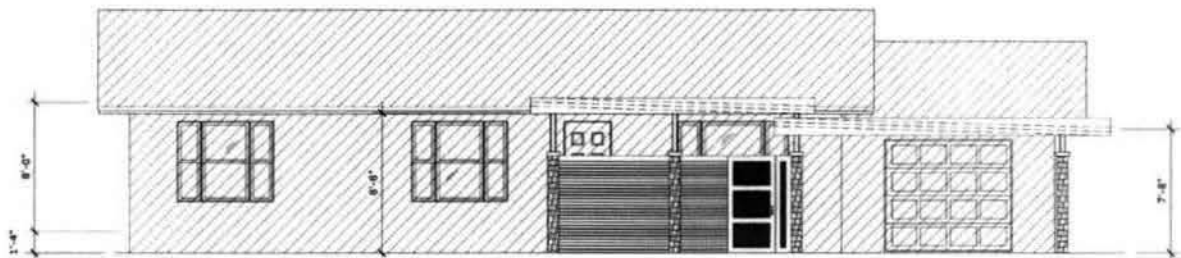
SCALE: 1/4"=1'-0"

RECEIVED  
MAR 16 2016  
Zoning Division



## **LEFT SIDE ELEVATION**

SCALE: 1/4"=1'-0"



## **FRONT ELEVATION**

SCALE: 1/4"=1'-0"

**RECEIVED**

**MAR 16 2016**

**Zoning Division**



STAFF REPORT  
CASE #VA-16-05-040  
Orange County Zoning Division  
Planner: David Nearing, AICP  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 3

**GENERAL INFORMATION:**

**APPLICANT:** James Yannucci

**REQUEST:** Variances in the R-1AA zoning district as follows:

- 1) To construct a carport and covered patio in the front of the principal structure in lieu of side or rear yards;
- 2) To construct a carport twenty-three (23) feet from front property line in lieu thirty (30) feet; and,
- 3) To construct carport four (4) feet from the side property line in lieu of seven and half (7.5) feet.

**LOCATION:** South side of Shannon Road, approximately 800 feet south of Michigan Street, on Lake Pine Loch.

**PROPERTY ADDRESS:** 504 Shannon Road

**PARCEL ID:** 01-23-29-0652-05-041

**TRACT SIZE:** 78 ft. x 299 ft. (AVG)

**DISTRICT #:** 3

**ZONING:** R-1AA

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant is requesting variances to allow the construction of carport in the front of their residence, and to place a covered front yard sitting area in front of the residence.
2. The variances represent a twenty-three percent (23%) variation from the front setback and a forty-six percent (46%) variation from the side setback. While the size of the variance on the side is larger than the BZA would often support, the house is quite wide in relation to the lot width, and the house is skewed to be cocked slightly to the west as opposed to square to the side lot lines. Were the house square to the side lot lines, no side yard variance would be needed.



3. The applicant has secured letters of no objection from the two most impacted property owners, the neighbor immediately west of the subject property, and the neighbor directly across the street.
4. The applicant intends to make the design of both improvements blend with the existing home.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated March 16, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The exterior of the carport and deck shall compliment the exterior materials and colors of the existing residence.

cc: James Yannucci (Applicant)  
11 Island Avenue, # 911  
Miami Beach, Florida 33139

**KELVIN RIVERA**  
**VA-16-05-039**

---

**REQUEST:** **Variance** in the R-1A zoning district to allow partially completed addition (lanai) to single family residence 20 ft. from rear property line in lieu of 30 ft.  
(Note: This is the result of code enforcement by the Building Safety Division).

**ADDRESS:** 107 Flower Queen Court, Orlando, FL 32807

**LOCATION:** South end of Flower Queen Ct., approximately 400 ft. south of Flame St.

**S-T-R:** 26-22-30

**TRACT SIZE:** .24 acre

**DISTRICT#:** 3

**LEGAL:** AZALEA WOODS 7/52 LOT 51

**PARCEL ID:** 26-22-30-0440-00-510

**NO. OF NOTICES:** 102

**DECISION: APPROVED** the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (4 in favor, 1 opposed, 1 absent, 1 abstained):

1. Development in accordance with site plan date stamped "Received March 16, 2016", and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

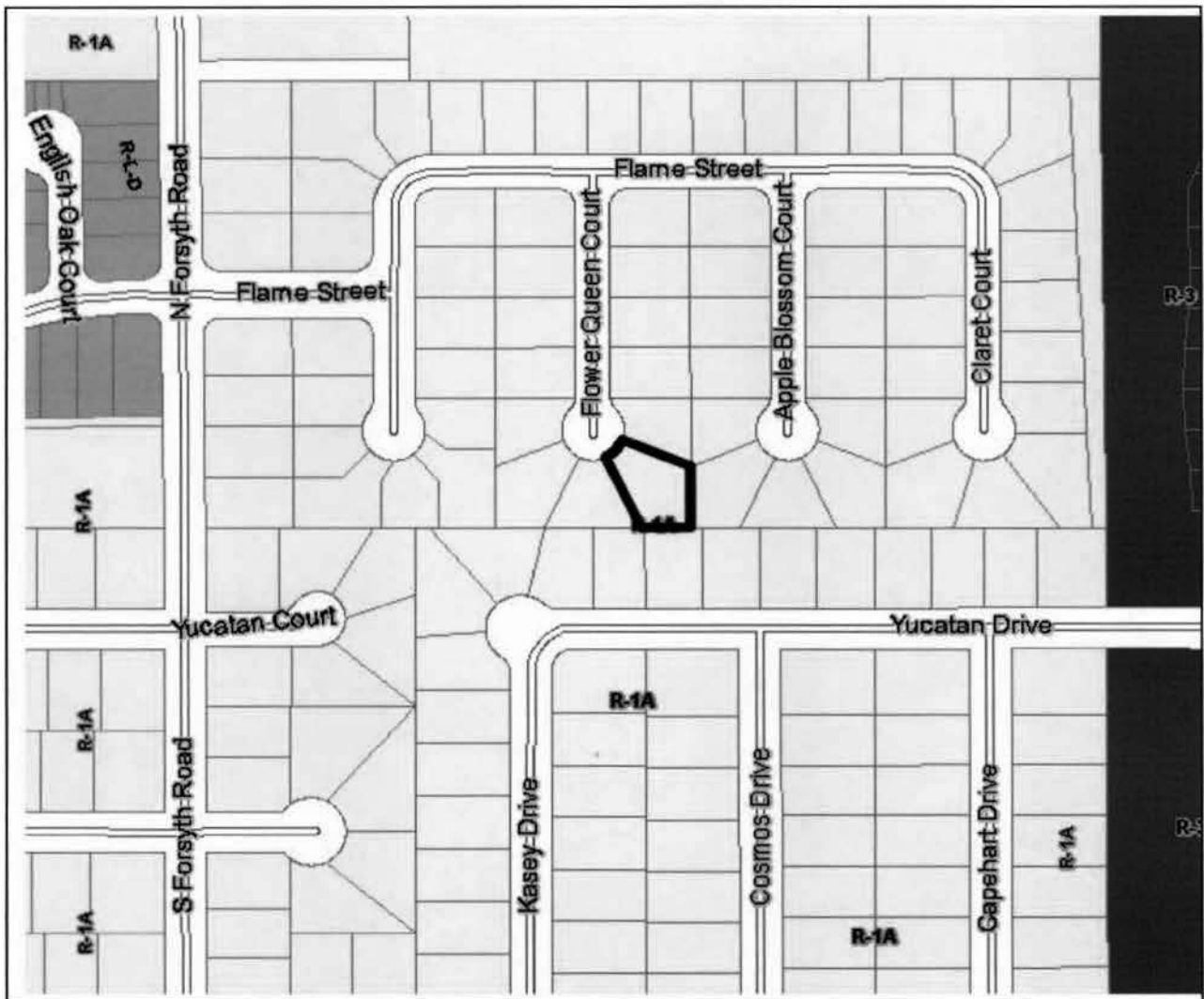
4. The design of the lanai shall be consistent with the design of the main house; and,
5. The applicant shall obtain a permit within ninety (90) days or this approval becomes null and void.

**SYNOPSIS:** The applicant stated they were unaware of the zoning issues. They did not know the rear setback applied due to the oddly shaped lot.

The BZA confirmed that the foundation and footers were in already. The BZA noted that the request was not excessive and that similar variances had been granted in the area. The BZA imposed a 5th condition about the obtaining of permits.

Staff received five (5) commentaries in favor of the application and none in opposition. There was no opposition at the hearing.

The BZA approved the variance with the addition of condition #5.



**Applicant:** Kelvin Rivera

**BZA Number:** VA-16-05-039

**BZA Date:** 05/05/2016

**District:** 3

**Sec/Twn/Rge:** 26-22-30-NW-B

**Tract Size:** .24 acre

**Address:** 107 Flower Queen Ct., Orlando, FL 32807

**Location:** South end of Flower Queen Ct., approximately 400 ft. south of Flame St.

**Zoning variance request**

RE: 107 Flower Queen Ct.

Orlando FL 32807

Dear members of the board of zoning adjustment,

This letter is to request a zoning variance. I need a variance of 10 feet to allow to allow the new construction (a covered lanai) 20 feet from the rear property line. The house is on the short side of the lot. The lot is oddly shape. The lanai will be covered but not completely enclosed.

Thanks,

Kelvin Rivera - Owner

**RECEIVED**

**MAR 16 2016**

**Zoning Division**

**Zoning variance request**

RE: 107 Flower Queen Ct.

Orlando FL 32807

To whom it may concern,

This letter is to confirm I'm a neighbor Kelvin Rivera who resides in on his homestead property located in 107 Flower Queen Ct. Orlando FL 32807 and have no objections to his building, a not completely enclosed covered lanai. The variance is based on the oddly shape lot and the location of the setback on his property which he needs 10 feet variance to allow to be 20 feet from the rear of the property line.

Thanks,



Kristina Rodreick



Alex Rodreick

113 Flower Queen Ct  
Orlando, FL 32708

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Patricia E Dougherty

106 Apple Blossom Ct.  
Orlando FL 32807

---



Elizabeth Graves

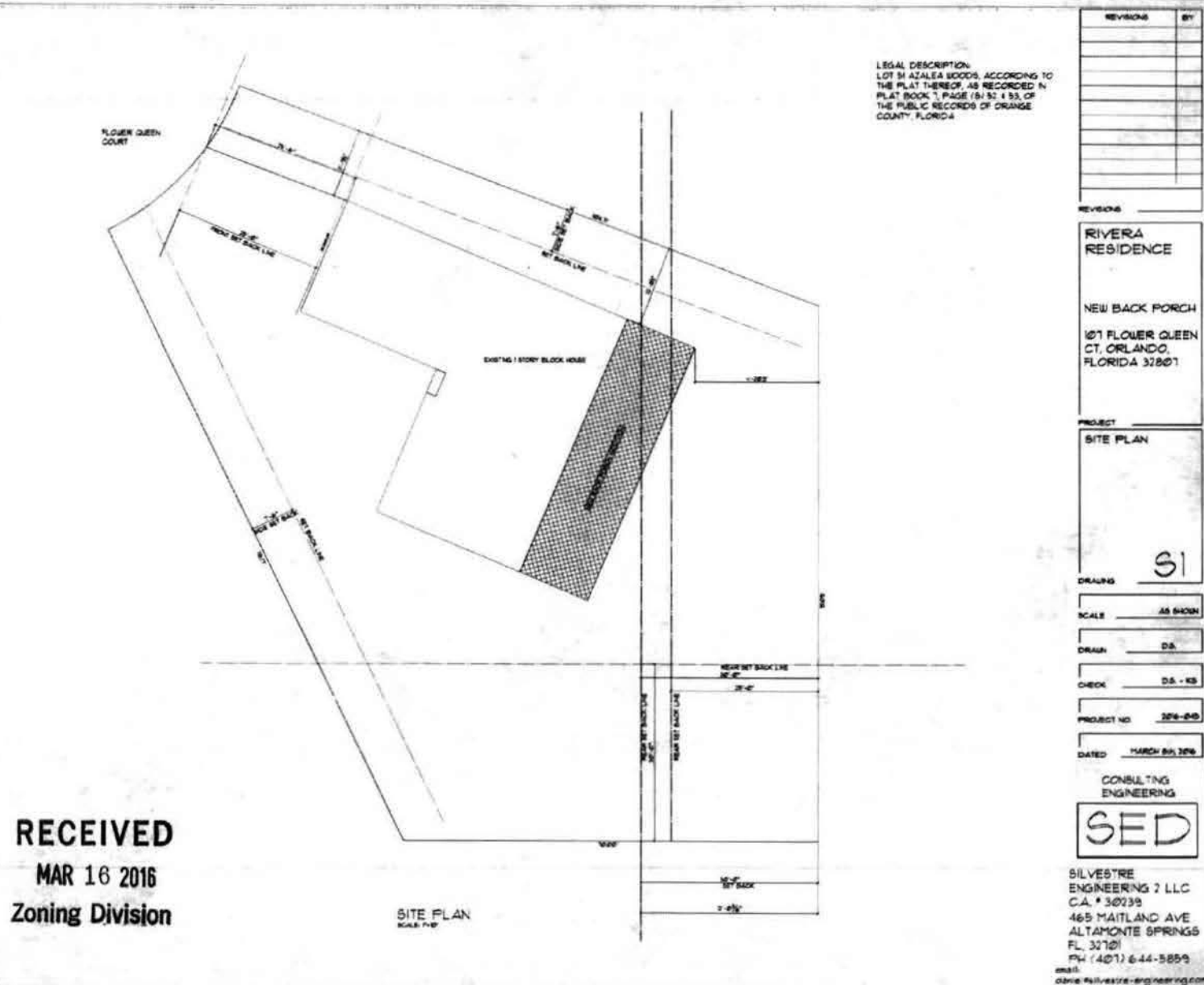
103 Flower Queen Ct.  
Orlando, FL 32807

BACK→

JOSE A. CASTRO  
~~JOSE A. CASTRO~~  
110 FLOWER QUEEN CT  
ORLANDO, FL 32807

Songman M. Ortiz  
~~Songman M. Ortiz~~  
104 flower queen CT  
Orlando FL, 32807







STAFF REPORT  
CASE #VA-16-05-039  
Orange County Zoning Division  
Planner: Nick Balevich  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 3

**GENERAL INFORMATION:**

**APPLICANT:** Kelvin Rivera

**REQUEST:** Variance in the R-1A zoning district to allow partially completed addition (lanai) to single family residence twenty (20) feet from rear property line in lieu of thirty (30) feet. (Note: This is the result of code enforcement by the Building Safety Division).

**LOCATION:** South end of Flower Queen Court, approximately 400 feet south of Flame Street.

**PROPERTY ADDRESS:** 107 Flower Queen Court

**PARCEL ID:** 26-22-30-0440-00-510

**TRACT SIZE:** .24 acre

**DISTRICT #:** 3

**ZONING:** R-1A

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant proposes an addition to a single family residence (lanai). A variance is requested from the rear yard setback.
2. On February 8, 2016, the Building Safety Division received a complaint about unpermitted work. On February 9, 2016, an inspector was dispatched to the property, validated the complaint, and issued a stop work order.
3. Only the corner of the addition encroaches into the setback.
4. Staff has received five (5) signed letters of no objection from the adjacent neighbors.

5. Staff has no objections to this request because:
- a) the most affected property owners do not object to the request;
  - b) the remaining setback of twenty (20) feet is still a significant setback for the rear property owner; and,
  - c) the proposal is minimal and reasonable.

**STAFF RECOMMENDATIONS:**

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date stamped 'received March 16, 2016', and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. The design of the lanai shall be consistent with the design of the main house.

cc: Kelvin Rivera (Applicant)  
107 Flower Queen Court  
Orlando, Florida 32807

**CHAPEL HILL CEMETERY**  
**SE-16-06-043**

---

**REQUEST:** **Special Exception** in the A-2 zoning district to expand cemetery use as follows:  
1) To construct new 8,192 sq. ft. funeral home building; and,  
2) To construct new 5,062 sq. ft. mortuary building.

**ADDRESS:** 2400 Harrell Road, Orlando, FL 32817

**LOCATION:** West side of Harrell Rd., south of Trevarthon Rd.

**S-T-R:** 13-22-30

**TRACT SIZE:** 92.72 acres

**DISTRICT#:** 3

**LEGAL:** BEG 642.1 FT S OF NW COR OF SEC RUN E 1360.06 FT S 559.08 FT SELY 214.06 FT E 1117.5 FT S 1289.91 FT W 1454.74 FT N 60 DEG W 479.81 FT W 672.36 FT N 1083.91 FT W 100.01 FT N 681.89 FT TO POB IN SEC 13-22-30 SEE 2694/1707

**PARCEL ID:** 13-22-30-0000-00-012

**NO. OF NOTICES:** 107

**DECISION: APPROVED** the Special Exception requests in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions (unanimous) (6 in favor, 1 absent):

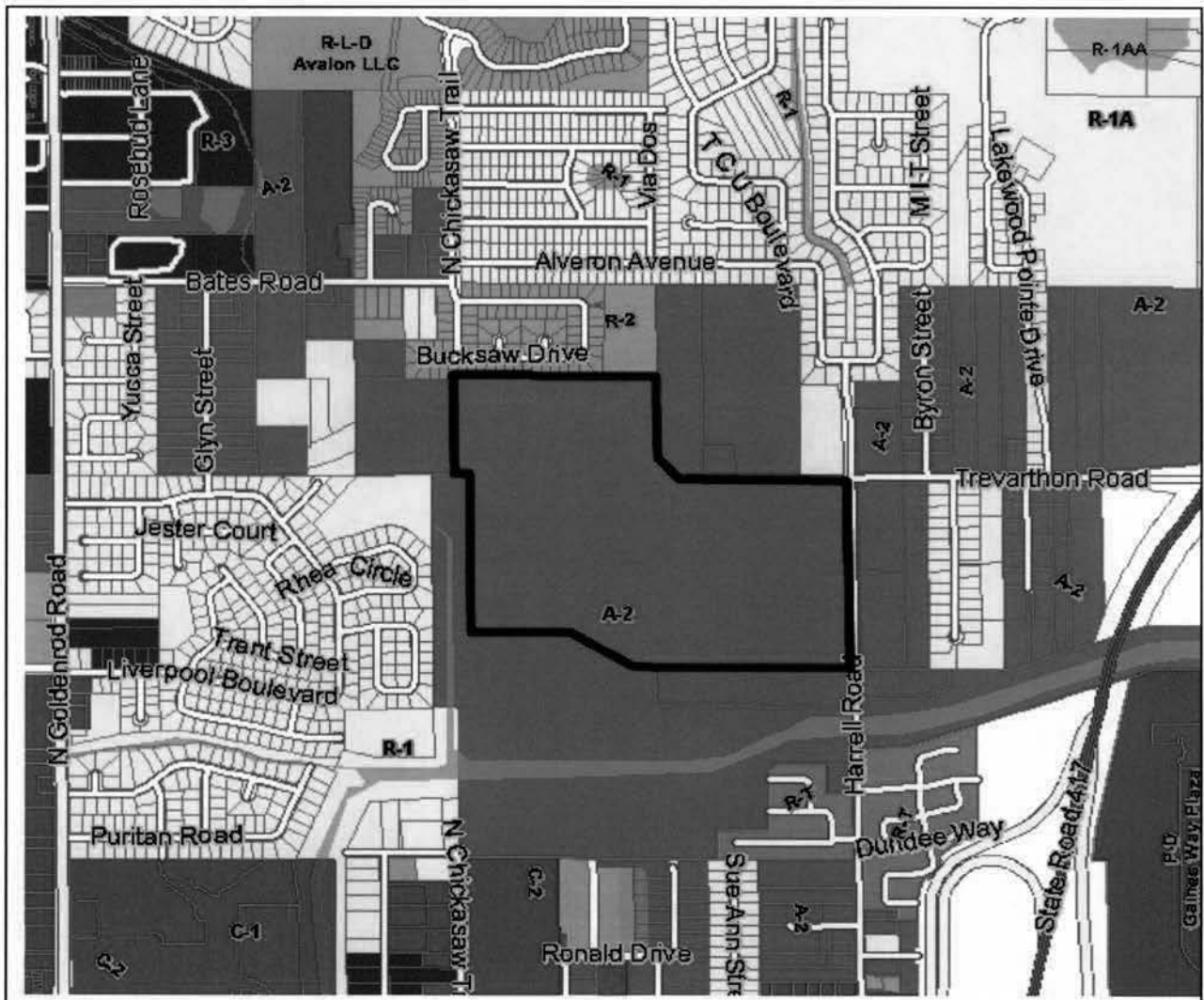
1. Development in accordance with site plan dated March 17, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/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. Development shall comply with Chapter 24 (Landscaping), Orange County Code;
5. Construction plans shall be submitted within two (2) years or this approval becomes null and void; and,
6. If applicable, the applicant shall comply with the Endangered Species Act regarding bald eagles through following the: Reasonable and Prudent Measures, Terms and Conditions, and the Conservation Recommendations outlined in the U.S. Fish and Wildlife Service. These guidelines include, but are not limited to: site work and construction during the non-nesting season, monitoring to detect abnormal behavior of the bald eagles, notification if a dead bald eagle is found, preservation of all mature trees in proximity to the nest tree, and placement of signage to prohibit intrusion to the nest tree.

**SYNOPSIS:** The applicant is proposing two (2) new buildings. One is a new funeral home and the other is a new mortuary building. The new buildings will be located at the southeast section of the cemetery.

Staff advised the BZA this request was a reasonable and logical expansion of a cemetery and is typical for most cemeteries.

The BZA agreed and imposed a new condition about the potential for an on-site eagle's nest. There was no opposition at the hearing.



**Applicant:** Chapel Hill Cemetery

**BZA Number:** SE-16-06-043

**BZA Date:** 05/05/2016

**District:** 3

**Sec/Twn/Rge:** 13-22-30-NW-B

**Tract Size:** 92.72 acres

**Address:** 2400 Harrell Rd., Orlando, FL 32817

**Location:** West side of Harrell Rd., south of Trevarthon Rd.



10150 Highland Manor Drive, Suite 210  
Tampa, Florida 33610  
o | 813.549.3250  
f | 813.621.3580  
w | www.fg-inc.net

March 16, 2016

Mr. Rocco Relvini, Chief Planner  
Orange County Growth Management Department, Zoning Division  
201 S. Rosalind Avenue  
Orlando, FL 32801  
(407) 836-5386

RECEIVED

MAR 17 2016

ORANGE COUNTY  
ZONING DIVISION

Subject: Special Exception Application  
Proposed Baldwin-Fairchild Funeral Home at Chapel Hill Cemetery  
2400 Harrell Rd, Orlando, FL 32817

Mr. Relvini:

On behalf of the applicant, S.E. Cemeteries of Florida, LLC, enclosed please find the application for Special Exception in support of the subject project. The project consists of two (2) new buildings associated with mortuary uses, as well as supporting infrastructure, to be constructed at the Chapel Hill Cemetery property. The disturbed project area consists of approximately 2.6 acres. The first building is a funeral home consisting of 8,192 square feet (sf) of gross floor area (gfa), while the second supporting building is a Personal Care Center (PCC), which houses the embalming practice and consists of 5,062 sf gfa. Pursuant to Chapter 38-77 of the Orange County Code, with a current property zoning designation of A-2 (Farmland Rural District), the aforementioned uses are permitted only by Special Exception.

To accommodate the proposed buildings at the undeveloped southeast corner of the 92.72-acre Chapel Hill Cemetery property, an existing cemetery administration office consisting of 2,820 sf is proposed to be demolished. Infrastructure such as potable water supply, sewage service, solid waste collection, stormwater management, site access to the public right-of-way, and parking are proposed. Careful consideration has been given to preserve most of the existing, mature trees located at the project site.

In addition to administrative and business support functions, the Baldwin-Fairchild Funeral Home provides assembly space for events related to funeral services, which may be catered. Please note that fixed seats are not proposed in the various assembly areas, so per guidance from the County, the applicable parking calculation is based on a "General Business Establishment."

The function of the PCC building is to provide embalming and storage of the deceased prior to a funeral service event and/or burial. The same parking calculation is applied to this proposed use.



Typical daily business hours will vary depending on the scheduling of services, but in general, hours of operation occur between 6 am and 10 pm. The on-site staff will also vary according to the events, but in general, approximately 10 employees may be present.

Pursuant to Section 38-78 of the Orange County Code, the following criteria are met:

1. The use is consistent with the comprehensive policy plan. The future land use category for the property is "Institutional."
2. The use is similar and compatible with the surrounding area and is consistent with the pattern of surrounding development. The project is surrounded by the Chapel Hill Cemetery property on the north and west, while the Islamic Society of Central Florida Cemetery borders the site at the south property line. Undeveloped property zoned A-2 exists directly across the Harrell Road right-of-way that serves as the project's east boundary.
3. The use does not act as a detrimental intrusion into a surrounding area. The project is an extension of the existing property use, which is compatible with surrounding uses.
4. The use shall meet the performance standards of the district in which the use is permitted. As provided on the Site Data Table shown on the Site Plan, the project complies with applicable performance standards.
5. The use shall be similar in noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.
6. Landscape buffer yards shall be in accordance with section 24-5 of the Orange County Code. Buffer yard types shall track the district in which the use is permitted. Buffer yards are illustrated on the Site Plan.

Should you have any questions or need additional information, please feel free to contact me at (813) 549-3250, or [jmartinez@fg-inc.net](mailto:jmartinez@fg-inc.net). Thank you for your time and consideration.

Sincerely,  
**FORESITE GROUP, INC.**

José L. J. Martinez  
Director of Land Development

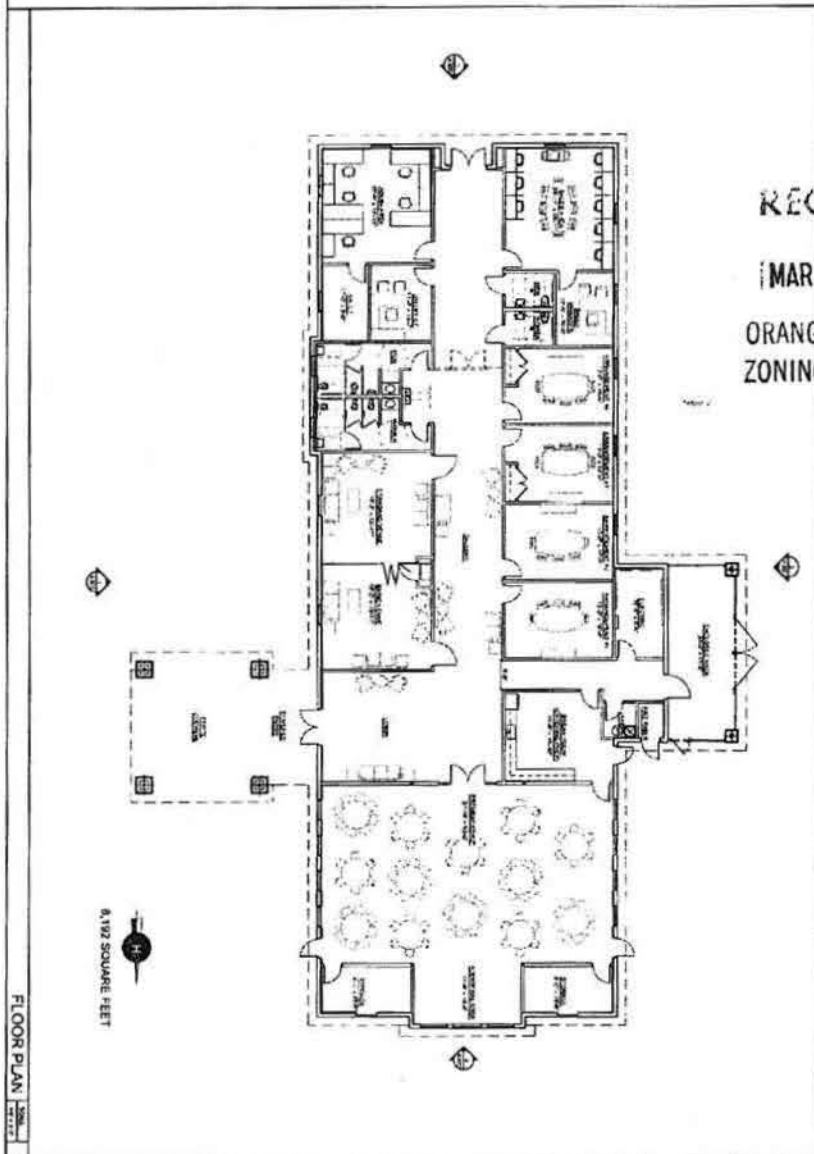
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**[MAR 17 2016]**

**ORANGE COUNTY  
ZONING DIVISION**



RECEIVED  
MAR 17 2016  
ORANGE COUNTY  
ZONING DIVISION



FLOOR PLAN 1

A100

10017	10017
RCK	RCK
RJH	RJH
AS NOTED	AS NOTED
XX XX 16	XX XX 16

FUNERAL HOME  
FLOOR PLAN

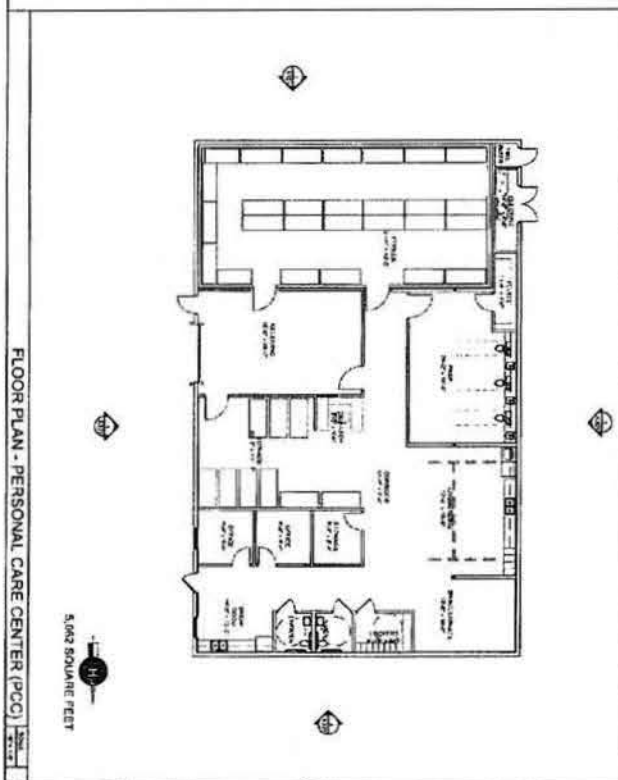
CHAPEL HILL FUNERAL HOME  
& PERSONAL CARE CENTER  
2400 HARRELL ROAD  
ORLANDO, FLORIDA 32817

DATE: 10/1/15  
DRAWN BY: J. L. HARRIS  
CHECKED BY: J. L. HARRIS  
APPROVED BY: J. L. HARRIS  
SCALE: 1/8" = 1'-0"

RECEIVED

MAR 17 2016

ORANGE COUNTY  
ZONING DIVISION



FLOOR PLAN - PERSONAL CARE CENTER (PCC)

A101

XX XX 15

AS NOTED

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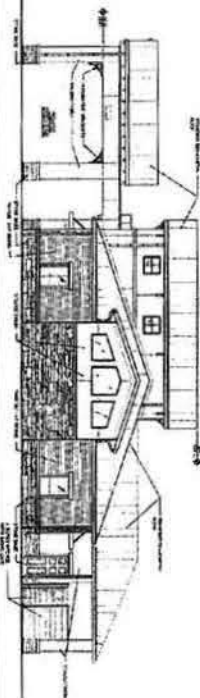
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CHapel Hill Funeral Home  
& Personal Care Center  
2400 Harrell Road  
Orlando, Florida 32817

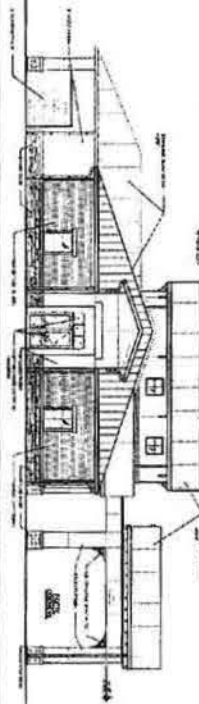
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MAR 17 2016

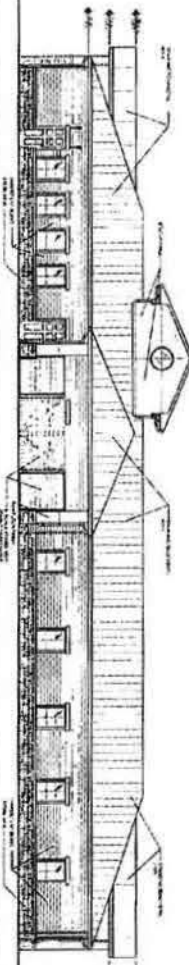
ORANGE COUNTY  
ZONING DIVISION



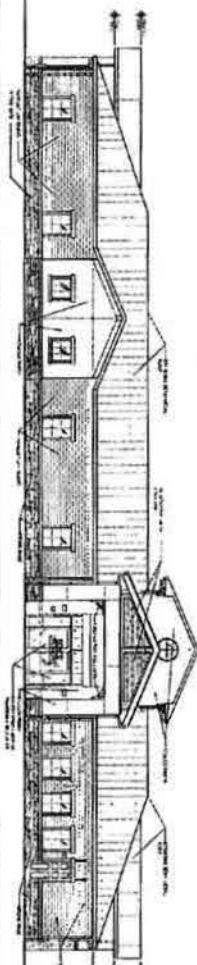
NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

CHAPEL HILL FUNERAL HOME  
& PERSONAL CARE CENTER  
2400 HARRELL ROAD  
ORLANDO, FLORIDA 32817

CHapel Hill  
FUNERAL HOME  
EXTERIOR  
ELEVATIONS

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A300

HARTMAN  
ARCHITECTS INC.  
1001 S. ANDERSON AVE. A  
SUITE 1000  
ORLANDO, FL 32817  
407.433.1111  
FAX 407.433.1112

ORANGE COUNTY  
ZONING DIVISION





STAFF REPORT  
CASE #SE-16-06-043  
Orange County Zoning Division  
Planner: Rocco Relvini  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 3

**GENERAL INFORMATION:**

**APPLICANT:** Chapel Hill Cemetery

**HEARING TYPE:** Board of Zoning Adjustment

**REQUEST:** Special Exception in the A-2 zoning district to expand cemetery use as follows:

- 1) To construct new 8,192 sq. feet funeral home building; and,
- 2) To construct new 5,062 sq. feet mortuary building.

**LOCATION:** West side of Harrell Road, south of Trevarthon Road.

**PROPERTY ADDRESS:** 2400 Harrell Road

**PARCEL ID:** 13-22-30-0000-00-012

**PUBLIC NOTIFICATION:** 107

**TRACT SIZE:** 92.72 acres

**DISTRICT #:** 3

**ZONING:** A-2

**EXISTING USE(S):** Cemetery

**PROPOSED USE(S):** 8,192 sq. feet funeral home building; 5,062 square feet. Personal service center building

**SURROUNDING USES:** The cemetery is surrounded by single family homes



### **STAFF FINDINGS AND ANALYSIS:**

1. The applicant proposes two (2) new buildings; an 8,192 square feet new funeral home building to replace the existing 2,820 square feet office building; and, a new 5,062 square feet personal care center building where embalming and storage of the deceased occurs prior to funeral services and/or burial.
2. The cemetery comprises 92.72 acres of land. The project area is only 2.6 acres of land located at the southeast portion of the cemetery on Harrell Road.
3. The Comprehensive Plan's Future Land Use designation is Institutional. The request is consistent with that designation.
4. The two (2) new buildings will not exceed thirty-five (35) feet in height.
5. The new funeral home building will have a setback of approximately seventy-five (75) feet from Harrell Road. The new Personal Care Center building will have a setback of approximately 160 feet from Harrell Road.
6. The proposed land uses are logical and typical expansions of all cemeteries. The request is based on growth and market demand. Staff supports this request as the new uses will not adversely impact anyone.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated March 17, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/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. Development shall comply with Chapter 24 (Landscaping), Orange County Code; and,
5. Construction plans shall be submitted within two (2) years or this approval becomes null and void.

cc: Jose Martinez  
c/o Chapel Hill Cemetery  
10150 Highland Manor Drive, Suite 210  
Tampa, Florida 33610

**MARGARET ROGERS**  
**VA-15-12-118**

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**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.

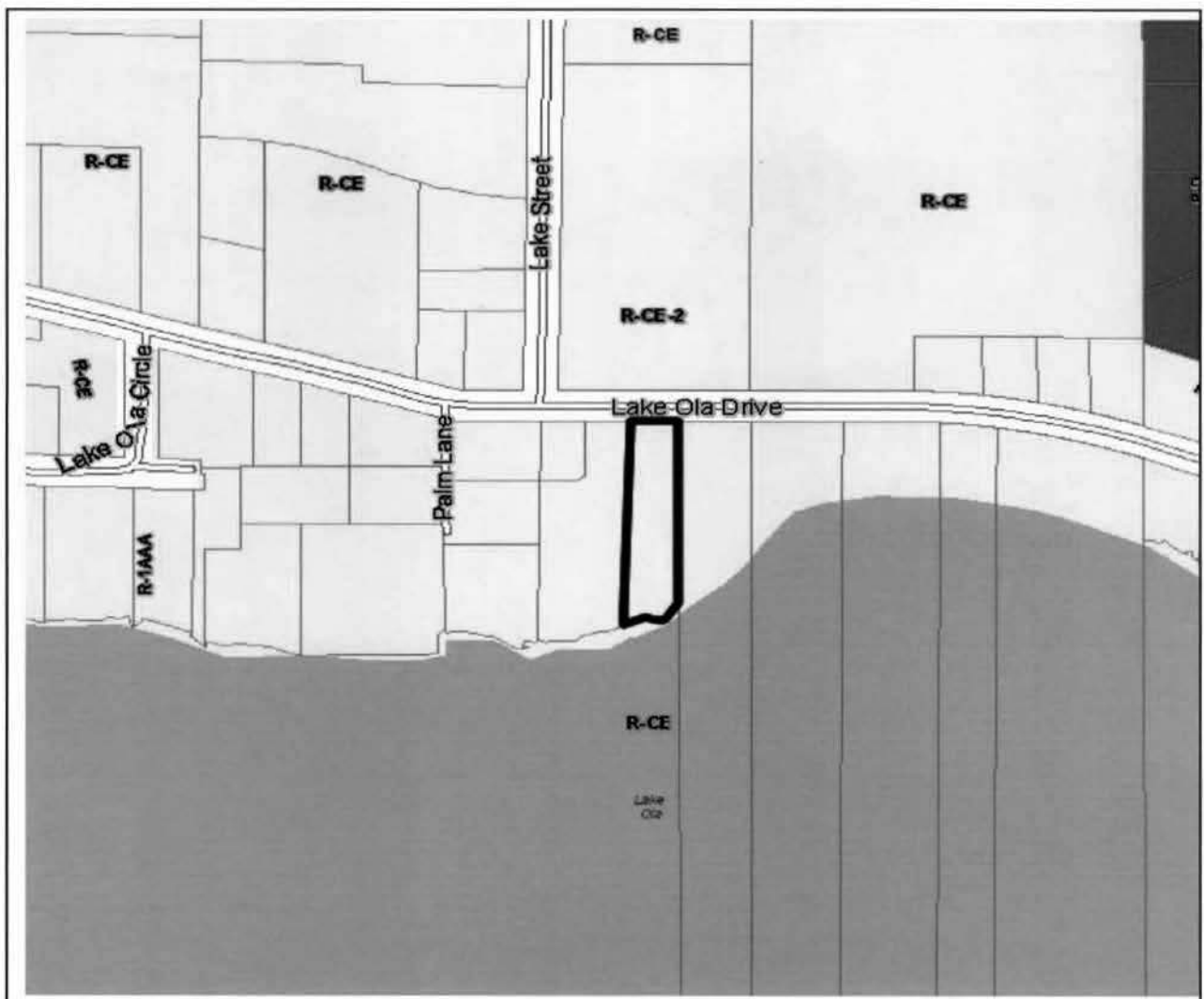
The applicant had submitted a survey from a licensed professional surveyor, which is what staff is relying on to evaluate the case. It was also noted the Tangerine Improvement Society had voted to recommend denial of the request. Their objection was primarily based on the fact that the work in question 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.



**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.

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



FLORIDA HOSPITAL  
2501 NORTH ORANGE AVENUE, SUITE 235  
ORLANDO, FLORIDA 32804  
(407) 303-7270

2-B.

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, 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

16

TO WHOM IT MAY CONCERN:

I am, Gayle Seidman 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.

Gayle Seidman  
Lake Ola Circle

## TO WHOM IT MAY CONCERN:

I am, Harold 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.

Harold Gorman  
6409 Beauclair Ave.  
Tangerine, FL 32757

## 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, 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 Huron St. 3/18/15  
Tangerine, FL 32777

Grace M. Cullen / Sls

## 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  
5231 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, 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 Kellertager 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 Kellertager 3-24-15  
7422 Lake Ola Dr - Mt Dora

24

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 3/23/15 MT DORA, FL  
32757

joeylarson@comcast.net

# 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:  
1. I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 81G17-8, FLORIDA ADMINISTRATIVE CODE, PARTWAY SECTION 427-427 FLORIDA STATUTES.  
2. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A SEARCH OF THE PUBLIC RECORDS, THERE HAVE BEEN NO RECORDS LOCATED THAT MAY AFFECT THIS PROPERTY OR PROPERTY RIGHTS, THIS SURVEY DOES NOT DETERMINE OWNERSHIP.  
3. ENCROACHMENTS (IF ANY) AS SHOWN HEREON ARE ONLY THOSE ABOVE GROUND, VISIBLE OBJECTS OBSERVED BY THE SURVEYOR.  
4. UNDERGROUND STRUCTURES AND UTILITIES HAVE NOT BEEN LOCATED.  
5. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP OF LAKE COUNTY, FLORIDA, DATED 12-01-81, COMMUNITY FLOOD NO. 120179-0025-A, THIS PROPERTY LIES IN FLOOD ZONE "C" & BEHINDS DATED ON THE SOUTH LINE OF RIGHT OF WAY OF LAKE OLA DRIVE AS BEING 100'31"00".

## SURVEY ABBREVIATIONS

CONV - COVERED	DR - DRIVE WAY	RNG - RANGE	WF - WOOD FENCE
CLF - CHAIN LINK FENCE	EAST - EASEMENT	M - MEASURED	
CBW - CONCRETE BLOCK WALL	EL - ELEVATION	POB - POINT OF BEGINNING	
CM - CONCRETE MONUMENT	E.P. - EDGE OF PAYMENT	MS - METAL SHED	MS - METAL SHED
CMC - CONCRETE	FO - FOUND	SEC - SECTION	
CL - CENTER LINE	IR - IRON ROD	R/W - RIGHT OF WAY	
CP - CONCRETE PAD	P - IRON PIPE	TWP - TOWNSHIP	
CR - CONCRETE CURB	Q/L - ON LINE	TYP - TYPICAL	

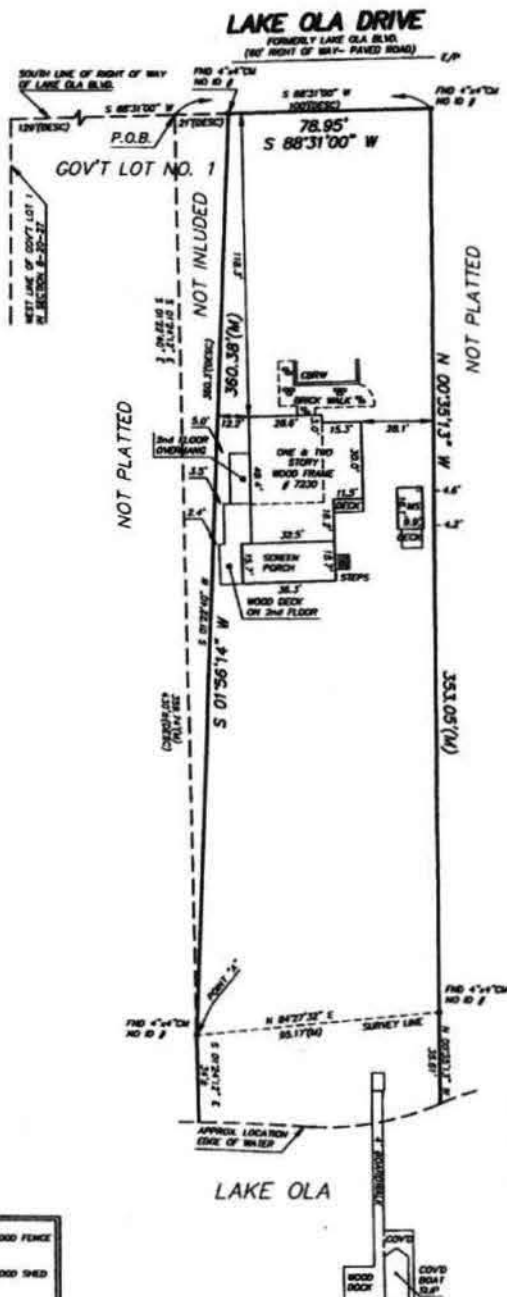
CERTIFIED TO:  
- MAGGIE ROGERS

TYPE OF SURVEY	DATE
BOUNDARY	6-06-2013

MIKOSZ SURVEYING, INC.

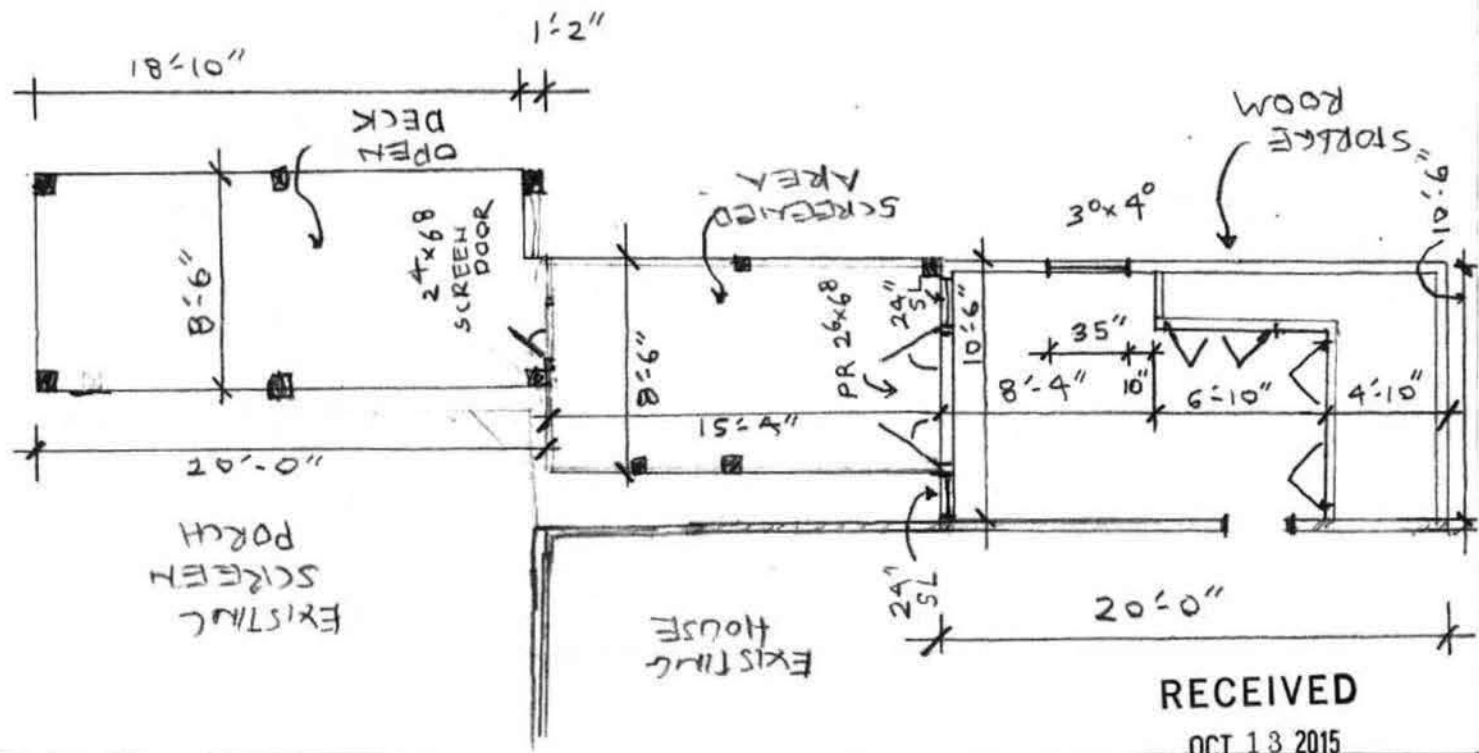
8250 SAILBOAT AVE.  
DAWES, FL 32778  
(352) 735-3638  
E-mail: smikosz@aol.com

*[Signature]*  
Z. MICHAEL MIKOSZ P.L.S. 5344  
REG. LAND SURVEYOR, STATE OF FLORIDA  
NOT VALID UNLESS SIGNED AND SEALED



RECEIVED  
OCT 13 2015  
Zoning Division

Wagner Rogers  
Floor Plan  
08.20.27.0000.00.097



RECEIVED  
OCT 13 2015  
Zoning Division



**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

**FAIRPLAY ARENA**  
**VA-16-04-022**

---

**REQUEST:** **Variance** in the Ind-1/Ind-5 zoning district to allow the on-site consumption of beer and wine (2COP license) 541 ft. from a religious use (The Winter Park Church of Religious Science) in lieu of 1,000 ft.

**ADDRESS:** 6835 Hanging Moss Road, Orlando, FL 32792

**LOCATION:** North side of Hanging Moss Rd., approximately 1,000 ft. west of N. Forsyth Rd.

**S-T-R:** 15-22-30

**TRACT SIZE:** 1.33 acres

**DISTRICT#:** 5

**LEGAL:** W 213.99 FT OF S1/4 OF NE1/4 OF NE1/4 (LESS S 60 FT FOR RD) OF SEC 15-22-30

**PARCEL ID:** 15-22-30-0000-00-058

**NO. OF NOTICES:** 1731

This case was further **CONTINUED** to the June 2, 2106 BZA Meeting.



**Applicant:** Fairplay Arena

**BZA Number:** VA-16-04-022

**BZA Date:** 05/05/2016

**District:** 5

**Sec/Twn/Rge:** 15-22-30-NE-A

**Tract Size:** 1.33 acres

**Address:** 6835 Hanging Moss Rd., Orlando, FL 32792

**Location:** North side of Hanging Moss Rd., approximately 1,000 ft. west of N. Forsyth Rd.

**Liquor License Professionals, LLC**

*Industry Knowledge and Expertise*

Zoning Division  
201 S Rosalind Ave  
Orlando FL 32803

February 17, 2016

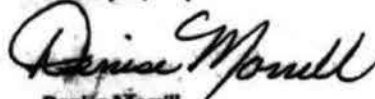
To Whom It May Concern,

On behalf of Fair Play Arena I would like to request permission to serve Beer & Wine at our facility. The Center for Mind Body Spirit Connection is located 542 ft away which is preventing us from getting zoning approval for the liquor license. I have personally spoken with the Director there, Pam Harris & was told there was no problem with them writing a letter on our behalf. They indicated they will not oppose the endeavor, in fact they would help us if allowed. I intend to have a written statement to that fact at the variance hearing.

Our facility is a sports orientated arena with Soccer, Dance & Football lessons & games just to name a few, it is in no way intended to be any type of Bar or Night club. It is intended to be a place where children & adults will be able to come & spend the day playing & learning competitive sports.

With that being said I respectfully request a hearing at your earliest convenience To vote on the matter.

Thank you,



Denise Morrill  
Liquor License Professionals  
725 N Magnolia Ave  
Orlando FL 32803  
904-377-7610

**RECEIVED**

FEB 17 2016

ZONING DIVISION

725 N. Magnolia Ave.  
Orlando, Florida 32803

(321) 274-7104  
(904) 377-7610  
fax: (407) 423-8083

Website: [www.liquorlicensesinflorida.com](http://www.liquorlicensesinflorida.com)



**ZONING DIVISION**

**MIKE GORDON, Manager**

300 South West 1st Avenue, 3rd Floor - Suite 300 • Orlando, Florida 32801-2007  
407-255-0121 • Fax: 407-255-0127  
www.orangecountyfl.net

**Art Inturriso  
Assistant Manager**

**August 5, 2015**

**Callahan**

**Fair Play Arena**

**Callahan**

**Attn: Joe Sartori**

**Callahan**

**6835 Hanging Moss Road  
Orlando, FL 32807**

**Callahan**

**Dear Mr. Sartori:**

We have received your application for a new alcoholic beverage license for Sartori Investments, Inc. d/b/a Fair Play Arena located at 6835 Hanging Moss Road, Orlando, FL 32807.

On August 5, 2015 we conducted a distance check to see if the proposed location satisfied the separation requirements contained in the Orange County Code. The results of our inspection reveal that the proposed location is 541.3 ft. from The Winter Park Church of Religious Science, Inc. d/b/a Center for Mind Body Spirit Connection located at 6832 Hanging Moss Road, Orlando, FL 32819.

Since this location cannot satisfy the 1,000 ft. separation requirement from the nearest church, this office cannot issue zoning approval.

Should you have any questions, please contact our office at your convenience.

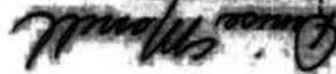
Sincerely,

**Art Inturriso  
Assistant Zoning Manager**

Website: www.liquorlicensesinflorida.com  
Fax: (407) 423-8083  
(321) 274-7104  
(904) 377-7610

225 N. Magnolia Ave.  
Orlando, Florida 32803

Denise Morrill OBO  
FAIRPLAY ARENA



Thank you for your understanding in this matter.

(Churches Director)

At this point I'm out of options. I do not want to lose my hearing date, but I'm at a loss. So in light of this I'm asking you to please take this letter into consideration when making your decision & realize that I exhausted every avenue in order to get the written approval that I was promised by Pam Pariss

SUNBEZ has them listed as THE WINTER PARK CHURCH OF RELIGIOUS SCIENCE & according to the DIVISION OF CORPORATIONS has been in existence since 1969. I do not believe this is a working church Since there seems to be no way to get in contact with them, I even contacted the property manager of the location & was given the "church" phone # that was on the website.

I'm writing this on behalf of FAIRPLAY ARENA located at 6835 Hanging Moss Rd Orlando FL 32807. We are trying to get permission to put a Beer & Wine license in our facility. We brought the application to the ZONING office & were told that there was a church too close to us & we would be denied. That was 2 months ago. At that time I visited the church in question & spoke to PAM PARRIS who indicated that she had no objection to our request for a beer & wine license. She also indicated that she would write a letter to that effect. Since that time I have made numerous attempts to contact her at the facility located at 6832 Hanging Moss Rd Orlando FL 32807. I even went as far as to show up during the hours that SERVICES were supposed to be held. I have left numerous phone messages on her "churches" answering machine & even tried to contact them through the website.

To Whom It May Concern,

March 22, 2016

Liquor License Professionals, LLC  
Industry Knowledge and Expertise

***Center for Mind-Body-Spirit Connection***

6832 Hanging Moss Road  
Orlando, FL 32807

A Religious Science Church

Phone: 407-671-2848

Email: [mindbodyspirit@centurylink.net](mailto:mindbodyspirit@centurylink.net)

April 1, 2016

Orange County Zoning  
201 S. Rosalind Ave.  
Orlando, FL 32803

To Whom It May Concern,

The Winter Park Church of Religious Science, Inc., operating as the Center for Mind-Body-Spirit Connection, has no objections to the Fairplay Arena, located at 6835 Hanging Moss Rd, obtaining a license to serve beer and wine.

Sincerely,



Rev. Sue Gallatin  
President Board of Directors



***Center for Mind-Body-Spirit Connection***

6832 Hanging Moss Road  
Orlando, FL 32807

A Religious Science Church

Phone: 407-671-2848

Email: [mindbodyspirit@centurylink.net](mailto:mindbodyspirit@centurylink.net)

April 11, 2016

Orange County Zoning  
2015 Rosalind Ave  
Orlando FL 32803

To Whom It May Concern,

The Winter Park Church of Religious Science Inc., operating as the Center for Mind – Body-Spirit Connection, has no intentions of renewing our lease at 6832 Hanging Moss Rd when it expires on June 1<sup>st</sup> of 2016.

Sincerely,



Rev. Sue Gallatin  
President Board of Directors

**RECEIVED**

APR 11 2016

Zoning Division



STAFF REPORT  
CASE #VA-16-04-022  
Orange County Zoning Division  
Planner: David Nearing, AICP  
Board of Zoning Adjustment  
May 5, 2016  
Commission District: 5

**GENERAL INFORMATION:**

**APPLICANT:** Fairplay Arena

**REQUEST:** Variance in the Ind-1/Ind-5 zoning district to allow the on-site consumption of beer and wine (2COP license) 541 ft. from a religious use (The Winter Park Church of Religious Science) in lieu of 1,000 ft.

**LOCATION:** North side of Hanging Moss Road, approximately 1,000 feet west of North Forsyth Road.

**PROPERTY ADDRESS:** 6835 Hanging Moss Road

**PARCEL ID:** 15-22-30-0000-00-058

**TRACT SIZE:** 1.33 acres

**DISTRICT #:** 5

**ZONING:** IND-1/IND-5

**STAFF FINDINGS AND ANALYSIS:**

1. The applicant is requesting a variance in the Ind-1/Ind-5 zoning district to allow the on-site consumption of beer and wine (2COP license) 541 ft. from a religious use (The Winter Park Church of Religious Science) in lieu of 1,000 feet.
2. The applicant operates an indoor/outdoor sports arena where people can congregate and play sports such as basketball, soccer, football, etc. They wish to allow the sale of beer and wine for on-site consumption by both spectators and participants.
3. In most past variances granted for separation distance from a place of worship, applicants had secured a letter of consent from the place of worship. The applicant did secure one (1) letter of consent, which was presented to the BZA at its April 7, 2016, hearing on this matter. The applicant also informed the BZA that The Winter Park Church of Religious Science had indicated that it was not renewing the lease for its current location. The lease will expire June 1, 2016.

4. On April 7, 2016, the BZA chose to continue this item to allow the applicant the opportunity to obtain written verification that the Church was not renewing its lease. The applicant has obtained a letter verifying this fact. The BZA also asked for something from the management company for the building where the Church is located, indicating that they do not have another church scheduled to lease the space. The applicant indicated in an e-mail dated April 11, 2016, that the management company had verbally indicated that there are no other churches scheduled to lease the space at this time; however, they would not put anything in writing for business reasons.

#### **STAFF RECOMMENDATIONS:**

Staff recommends denial of the request primarily due to the size of the variance; however, should the BZA find that the applicant has satisfied the criteria for the granting of this variance, staff recommends the following conditions be attached:

1. Development in accordance with site plan dated February 17, 2016, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and,
4. This approval is limited to a 2-COP license for on-site consumption of beer and wine only issued to the current applicant, Fairplay Arena/Sartori Investments, Inc. Any change in ownership shall require new approval by the BZA for a change and/or transfer of the license.

cc: Denise Morrill (Applicant's representative)  
Liquor License Professionals, LLC  
725 N. Magnolia Avenue  
Orlando, FL 32803

**CROWN CASTLE USA**  
**VA-16-04-008**

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**REQUEST:** **Special Exception** in the P-D zoning district to construct a 140 ft. high communications cell tower camouflaged as a pine tree (mono-pine tower). If the BZA determines the tower is camouflaged then no variances are required because the residential separation requirement is 350 ft. and no residential homes are located within 350 ft. of the tower. If the BZA determines the tower is not camouflaged then variances are required from 34 homes/platted lots (36 properties) that are within the 700 ft. off-site use separation requirement.

**ADDRESS:** 7435 Winter Garden Vineland Road, Windermere, FL 34786

**LOCATION:** East side of Winter Garden Vineland Rd., 1/4 mile south of Overstreet Rd.

**S-T-R:** 25-23-27

**TRACT SIZE:** 5.6 acres

**DISTRICT#:** 1

**LEGAL:** FIRE STATION NO 35 73/2 LOT 1

**PARCEL ID:** 25-23-27-2671-01-000

**NO. OF NOTICES:** 359

**DECISION:** **DENIED** the Special Exception request in that the Board finds it did not meet the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78(3), and that the granting of the Special Exception does adversely affect general public interest. (4 in favor, 2 opposed, and 1 absent).

**SYNOPSIS:** The applicant proposes a 140 foot high communications cell tower camouflaged as a pine tree. It will be located at Fire Rescue Station #35, owned by Orange County.

Staff advised the BZA that they were required by code to make a determination as to whether the proposed tower was camouflaged. If the BZA determines the tower to be camouflaged, then all off-site use distance separations are being met. Staff also advised the BZA of federal law which prohibits local government from using RF emissions as the basis for making their recommendation. Staff advised the BZA that the landscape includes structures ranging from twenty-five (25) feet to fifty (50) feet. There are no structures in the general area that are 140 feet in height. In conclusion, staff recommended the request was not consistent with the existing pattern of development in the area.

The applicant gave a presentation. She addressed the process, the Community Meeting, and the need for the tower. She showed the BZA numerous other towers in the region, the closest of which was almost two (2) miles away. Some of the towers were three (3) to five (5) miles away in undeveloped areas.

Four (4) persons spoke in opposition, one of which represented a local builder building new homes in the area.

Lengthy discussion ensued by the BZA. As a result, the BZA made three (3) separate motions. The first two (2) motions failed. The third (3<sup>rd</sup>) motion passed. It was for denial. The BZA concluded the request was detrimental to the area.



# Law Office of Lauralee G. Westine, P.A.

800 Tarpon Woods Boulevard, Suite E-1  
Palm Harbor, Florida 34685  
Telephone: (727) 773-2221  
Facsimile: (727) 773-2616

## SENT VIA OVERNIGHT DELIVERY

April 13, 2016

Rocco Relvini  
Orange County Zoning Division  
201 S. Rosalind Avenue, 1<sup>st</sup> Floor  
Orlando, Florida 32802

RECEIVED  
APR 14 2016  
ORANGE COUNTY  
ZONING DIVISION

**RE: Crown Castle USA Inc. BU#819814 - Fire Station #35**  
**Application for a Special Exception to allow a 140' Monopine Communication Tower and Related Facility**

Dear Mr. Relvini:

Enclosed herein please find the following in support of my client's, Crown Castle USA Inc. (Crown Castle), Variance Application:

- 1 Original Special Exception Application
- \$922.00 Check payable to Orange County BCC
- 1 Original Relationship Disclosure Form
- 1 Original Orange County Specific Project Expenditure Report
- Agent of Record Letter from Crown Castle to Lauralee G. Westine, Esq.
- Agent of Record Letter from Verizon Wireless to Lauralee G. Westine, Esq.
- Telecommunications Tower Site Analysis, Development, Lease Marketing and Property Management Services between Crown Castle USA Inc. and Orange County Board of County Commissioners
- Email dated November 4, 2014 from Ruby Fortson, approval of location
- Email dated March 29<sup>th</sup> 2016 from Orange County Real Estate Division
- Email dated March 31<sup>st</sup> 2016 from Orange County Fire Rescue
- Orange County Utility Interoffice Memorandum dated September 10, 2015
- Warranty Deed
- Legal Descriptions on 8 1/2 x 11
- Neighborhood Letter dated November 10, 2014 including mailing list
- Copies of Collocation Letters dated June 8, 2014
- Fall Zone Radius Letter dated November 30, 2015
- FAA Notice Criteria Tool dated October 20, 2014
- VZW RF Package
- Tower Inventory List
- Property Appraiser Aerial (see aerial included in plans)



- 1 set of Photo-simulations
- 3 Sets of Signed and Sealed Zoning Drawings – 2 – 11 x 17, 1 – 8 ½ x 11
- 3 Signed and Sealed Surveys – 2 – 11 x 17, 1 – 8 ½ x 11
- CD with all items

#### **Project Summary**

Crown Castle is proposing to construct a 140' monopine tower at the Lake Burden Fire Station #35; Parcel ID 25-23-27-2671-01-000. The parent tract consists of 5.6 acres and is also known as Tract F, Parcel 7 Fire Station #35, in the Lake Burden Neighborhood PD.

Crown Castle is simultaneously applying for a LUP Change (CDR-15-10-289) to allow for the 140' Monopine to be an allowable use within the Lake Burden Neighborhood PD and a Special Exception for a camouflaged determination for a Monopine communication tower. The Monopine has been designed to support 3 sets of antennas in addition to the Orange County Utility omni antenna and shall be located within an 80' x 80' lease area surrounded by an 8' high chain link fence covered with black vinyl fence, topped with 3 strands of barbed wire.

Please see below how this application complies with the applicable Land Development Regulations:

#### **Article IX. General Supplemental Regulations - Sec. 38-1427. Communication towers.**

(a) *Legislative findings, intent and purpose.* The board of county commissioners has on numerous occasions and with increasing frequency been confronted with requests to site communications towers. Prior to the adoption of this section, no specific procedures existed to address recurrent issues related to siting communication towers. Accordingly, the board of county commissioners finds that the promulgation of this section is warranted and necessary:

...

(4) To accommodate the growing need for communication towers;

**Crown Castle has proposed to construct a Monopine to service the needs of Orange County Utility Department, Verizon Wireless, and the surrounding community.**

(5) To promote and encourage shared use/co-location of existing and new communication towers as a primary option rather than construction of additional single-use towers;

**Crown Castle is proposing a Monopine that will support up to 3 sets of antennas in addition to the Orange County Utility omni antenna.**

- (6) To consider the public health and safety of communication towers;

**The proposed Monopine will meet all FAA and FCC requirements. See included FAA Notice Criteria Tool.**

- (7) To avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures.

**The Monopine is setback from the adjacent properties as follows: North 40'; South 325'; East 115'; West 203'. The Monopine has been designed with a collapse point of 40'. See Sheet C-1 and Fall Zone Radius Letter.**

...

- (c) *Permitted uses and special exceptions.* The allowable use of communication towers as either permitted uses or special exceptions in the several zoning districts shall be as set forth in sections 38-77 and 38-79 of this chapter.

**Crown Castle has applied to amend the LUP for Lake Burden Neighborhood PD to allow the Monopine and related facility as a permitted use.**

- (d) *Performance standards.*

- (1) *Setbacks.*

a. Communication tower setbacks shall be measured from the base of the tower to the property line of the parcel on which it is located. Communication towers shall comply with the minimum setback requirements of the district in which they are located and the major street setbacks outlined in article XV of this chapter, zoning, of the County Code. In cases where there is a conflict between the minimum setback requirements and the major street setbacks, the greater setback shall apply.

b. For towers located in planning developments (P-D's), the setback requirements for the parcel upon which the tower is located as required by the P-D shall apply.

**The proposed Monopine is setback from the adjacent property lines as follows: North 40'; South 325'; East 115'; West 203'. These setbacks exceed the Lake Burden Neighborhood PD setbacks of Front 10'; Sides 10'; Rear 10'.**

...

(2) *Separation from off-site uses/designated areas.*

- a. Communication tower separation shall be measured from the base of the tower to the closest point of off-site uses and/or designated areas as specified in the table set forth in subsection (d)(2)d.
- b. Separation requirements for communication towers shall comply with the minimum standards established in the table set forth in subsection (d)(2)d.
- c. Separation distances may be reduced by the zoning manager when notarized written consent is obtained from those affected property owners within the applicable separation distance.
- d. Communication tower separation from off-site uses/designated areas. (See "Exhibit B," below.)

EXHIBIT B  
COMMUNICATION TOWER SEPARATION FROM OFF-SITE USE OR DESIGNATED  
AREA

TABLE INSET:

Municode

Proposed Tower Types	Single-Family or Duplex Residential Units <sup>1,4</sup>	Vacant Single-Family or Duplex Residentially-Zoned Platted Lands <sup>2</sup>	Vacant Unplatted Residentially-Zoned Lands <sup>2,3</sup>	Existing Multiple-Family Residential Units	Non-Residentially Zoned Lands or Non-Residential Uses
Lattice tower	1,250 feet or 700% of height of tower, whichever is greater, but limited to a maximum of 1,500 feet	1,250 feet or 700% of height of tower, whichever is greater, but limited to a maximum of 1,500 feet	825 feet or 200% of height of tower, whichever is greater, but limited to a maximum of 1,500 feet	825 feet or 700% of height of tower, whichever is greater, but limited to a maximum of 1,500 feet	None; only district setbacks apply
Guyed tower	1,000 feet or 700% of height of tower, whichever is greater, but limited to a maximum of 1,500 feet	1,000 feet or 700% of height of tower, whichever is greater, but limited to a maximum of 1,500 feet	625 feet or 200% of height of tower, whichever is greater, but limited to a maximum of 1,500 feet	625 feet or 700% of height of tower, whichever is greater, but limited to a maximum of 1,500 feet	None; only district setbacks apply
Monopole higher than 140 feet	980 feet or 700% of height of tower, whichever is greater	980 feet or 700% of height of tower, whichever is greater	780 feet or 200% of height of tower, whichever is greater	980 feet or 700% of height of tower, whichever is greater	None; only district setbacks apply
Monopole between 80 feet and 140 feet	400 feet or 500% of height of tower, whichever is greater	400 feet or 500% of height of tower, whichever is greater	160 feet or 200% of height of tower, whichever is greater	400 feet or 500% of height of tower, whichever is greater	None; only district setbacks apply
Monopole lower than 80 feet	175 feet or 500% of height of tower, whichever is greater	175 feet or 500% of height of tower, whichever is greater	70 feet or 200% of height of tower, whichever is greater	175 feet or 500% of height of tower, whichever is greater	None; only district setbacks apply

[http://library.municode.com/print.aspx?municodeID=182%20and%20PPT1060000\\_C03020\\_ART200%20JUNE.html](http://library.municode.com/print.aspx?municodeID=182%20and%20PPT1060000_C03020_ART200%20JUNE.html) [11/12/2012 2:10:59 PM]

1 Includes modular homes and mobile homes used for living purposes, except when the applicable residential uses are classified as three (3) or fewer nonconforming residential uses.

2 Separation measured from base of tower to closest building setback line.

3 Includes any unplatted residential use properties without a valid preliminary subdivision plan or valid development plan approval and any multi-family residentially-zoned land greater than duplex.

4 For purposes of implementation of this subsection only, single-family or duplex residential units shall be considered to include hotel, motel, and timeshare units located in the Tourism District. However, if each of the following criteria are met--(1) the affected hotel, motel, or

timeshare unit facility is approached by the service provider to place a communication antenna on top of the hotel/motel/timeshare facility in a manner consistent with subsection 38-1427(g); (2) the placement of such antenna is technically feasible; and (3) the service provider and hotel/motel/timeshare facility deal with each other in good faith to provide lease rental compensation consistent with reasonable market rates comparable for such usage--and the hotel, motel, or timeshare unit facility refuses to allow the service provider to locate the communication antenna on such facility, then the zoning manager shall determine that the hotel, motel, or timeshare facility is to be treated as non-residentially zoned lands for the purpose of implementation of this subsection. The zoning manager's determination under this subsection shall be appealable to a hearing officer, generally following the procedures set forth in subsection 38-1427(m) with the term "co-location" interpreted to mean "request for placement of a communication antenna on top of a hotel, motel, or timeshare unit facility."

**Crown Castle is proposing a camouflage tower type (Monopine). If approved by the BZA, the required separation distance is reduced by 50%. The result is the proposed Monopine exceeding the distance separation of 350' from all residentially zoned and used parcels. See pages C-1A and S-1.**

(3) *Separation distances between communication towers.*

a. Separation distances between communication towers shall be applicable for and measured between the proposed tower and those towers that are existing and/or have received county land use or building permit approval after September 8, 1995 (the effective date of this section). The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as follows:

## EXISTING TOWERS--TYPES

TABLE INSET:

Proposed towers—			Monopole greater than 170 ft.	Monopole 80 ft. to 170 ft.	Monopole less than 80 ft.
Types	Lattice	Guyed	in height	in height	in height
Lattice	5,000	5,000	3,500	2,500	500
Guyed	5,000	5,000	3,500	2,500	500
Monopole greater than 170 ft. in height	3,500	3,500	3,500	2,500	500
Monopole 80 ft. to 170 ft. in height					
Monopole less than 80 ft. in height	2,500	2,500	2,500	1,500	500
	500	500	500	500	500

NOTE: Tower separation requirements shall not be applicable where the existing tower(s) and the proposed tower are both located within any industrial (I-1 through I-4) and heavy commercial (C-3) zoning districts.

**Crown Castle's proposed Monopine exceeds the required separation distance from other existing towers. See page N-1 Notes and C-1A. The closest tower is located 1.37 miles to the east.**

...

(5) *Illumination.* Communication towers shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration. At time of construction of the communication tower in cases where there are residential uses located within a distance which is three hundred (300) percent of the height of the tower from the tower, dual mode lighting shall be requested from the FAA.

**See page N-1, Notes.**

(6) *Finished color.* Communication towers not requiring FAA painting/markings shall have either a galvanized finish or painted a noncontrasting blue, gray, or black finish.

**The proposed Monopine shall be painted brown. See pages N-1, Notes and S-1.**

(7) *Structural design.* Communication towers shall be constructed to the EIA/TIA 222-E Standards, as published by the Electronic Industries Association, which may be amended from time to time, and all county construction/building codes. Further, any improvements and/or additions (i.e., antenna, satellite dishes, etc.) to existing communication towers shall require submission of site plans scaled and verified by a professional engineer which demonstrate compliance with the EIT/TIA 222-E Standards in effect at the time of such improvement or addition. Such plans shall be submitted to and reviewed and approved by the county building department at the time building permits are requested.

**At building permit submission, Crown Castle shall submit signed and sealed construction plans which comply with all required building code standards. See page N-1, Notes.**

(8) *Public notice.* For purposes of this section, any special exception request, land use plan approval in a P-D, substantial change in a P-D land use plan, or appeal of the zoning manager's decision regarding this section, shall require public notice to all abutting property owners and all property owners of properties that are located within five hundred (500) feet of the perimeter of the parent parcel upon which the proposed communication tower is located. Further, authorized representatives of homeowners' and property owners' associations registered with or known to the county planning department within one thousand five hundred (1,500) feet of the perimeter of the parent parcel upon which the proposed communication tower is located will be provided public notice on a courtesy basis; however, inadvertent failure to supply such courtesy notice shall not invalidate the hearing procedure. For purposes of this section, any variance request shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed in subsection (d)(2).

**Crown Castle shall comply with this section.**

(9) *Public information signage.*

- a. Within twenty (20) days after final approval of a special exception, variance, land use plan approval in a P-D, substantial change to a P-D land use plan, or appeal of the zoning manager's decision by the applicant regarding this section, the communication tower owner/operator shall cause to be placed on the parcel signage designating the site as a future communication tower site.
- b. One four-foot by four-foot sign shall be placed along each right-of-way frontage bordering the parcel within a distance such that the copy is visible and legible from the right-of-way.
- c. Each sign shall be weather durable and include in addition to the designation, the company name of the communication tower owner/operator, and a phone number and contact person from whom additional information may be obtained.
- d. Appropriate county building permits shall be obtained prior to installation of the signage.
- e. Such signage may not be removed prior to the start of construction of the communication tower but shall be removed prior to the issuance of a certificate of completion for the



communication tower. If the approval listed in subsection (d)(9)a. expires or otherwise becomes void, the signage shall be removed immediately.

f. Other than the above requirements, such signage shall be exempt from all other provisions of the County Code regarding outdoor signs.

**Crown Castle shall submit signed and sealed construction plans which comply with all required code standards.**

(10) *Fencing.* A chain link fence or wall not less than eight (8) feet in height from finished grade shall be provided around each communication tower. Barbed wire shall be used along the top of the fence or wall. Access to the tower shall be through a locked gate.

**Crown Castle is proposing an 8' chain link fence covered with black vinyl topped with 3 strands of barbed wire. See page C-5.**

(11) *Landscaping.* The visual impacts of a communication tower shall be mitigated for nearby viewers through landscaping or other screening materials at the base of the tower and ancillary structures. The following landscaping and buffering of communication tower shall be required around the perimeter of the tower and accessory structures, except that the standards may be waived by the zoning manager for those sides of the proposed tower that are located adjacent to undeveloped lands and lands not in public view. Landscaping shall be installed on the outside of fences. Further, the use of existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute of or in supplement toward meeting landscaping requirements.

- a. A row of shade trees a minimum of eight (8) feet tall and a maximum of ten (10) feet apart shall be planted around the perimeter of the fence;
- b. A continuous hedge at least thirty (30) inches high at planting capable of growing to at least thirty-six (36) inches in height within eighteen (18) months shall be planted in front of the tree line referenced above;
- c. All landscaping shall be of the evergreen variety;
- d. All landscaping shall xeriscape tolerant or irrigated and properly maintained to ensure good health and viability.

**Crown Castle will comply with the required landscaping. See page C-2.**

...

(e) *Variances.* Any request to deviate from any of the requirements of this section shall require variance approval from the board of zoning adjustment.

N/A

(f) *Abandonment of communication towers.*

...

(2) *Abandonment.* In the event the use of any communication tower has been discontinued for a period of one hundred eighty (180) consecutive days, the tower shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the zoning manager who shall have the right to request documentation and/or affidavits from the communication tower owner/operator regarding the issue of tower usage. Failure or refusal for any reason by the owner/operator to respond within twenty (20) days to such a request shall constitute prima facie evidence that the communication tower has been abandoned. Upon a determination of abandonment and notice thereof to the owner/operator, the owner/operator of the tower shall have an additional one hundred eighty (180) days within which to: (i) reactivate the use of the tower or transfer the tower to another owner/operator who makes actual use of the tower within the one-hundred-eighty-day period, or (ii) dismantle and remove the tower. At the earlier of one hundred eighty-one (181) days from the date of abandonment without reactivation or upon completion of dismantling and removal, any special exception and/or variance approval for the tower shall automatically expire.

**Crown Castle shall comply with this provision. See page N-1, Notes.**

...

(l) Application submission requirements for special exception, variance, appeal of zoning manager decision, and building permit requests. The following information shall be submitted concurrent with special exception, variance, appeal of zoning manager decision, or building permit applications. The application may utilize any combination of site plans, surveys, maps, technical reports or written narratives necessary to convey the following information.

(1) A scaled site plan clearly indicating the location, type and height of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities), adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed tower, and any other proposed structures.

**Please see submitted plans.**

(2) A current tax map and aerial as provided by the county property appraiser's office showing the location of the proposed tower.

**See page C-1A.**

(3) Legal description of the parent tract and leased parcel (if applicable).

**See included survey and legal descriptions.**

(4) If not within the subsection (d)(2)d. separation distance from residential areas, approximate distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties. If within the subsection (d)(2)d. separation distance requirements, then exact distances, locations and identifications of said properties shall be shown on an updated tax map.

**See page C-1A.**

(5) If within the subsection (d)(3) separation distance from another tower, then the exact distance, location, and identification of other towers shall be shown on an updated tax map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.

**See page N-1, Notes.**

(6) A landscape plan showing specific landscape materials.

**See page C-2.**

(7) Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.

**See page C-5.**

(8) A notarized letter signed by the applicant stating the tower will comply with all EIT/TIA 222-E Standards and all applicable county codes.

**Crown Castle shall comply with all current building code and county code standards in the construction of the proposed Monopine. This document, notarized below, in conjunction with the submitted Agent of Record letter from Crown Castle to Lauralee G. Westine, Esq., shall serve to satisfy this requirement.**

- (9) A statement by the applicant as to whether construction of the tower will accommodate co-location of additional antennas for future users.

**The Monopine is designed to support 3 sets of antennas in addition to the Orange County Utility omni antenna. See page S-1.**

- (10) An inventory of all communication towers located in Orange County which are under the applicant's control and/or are being used by the applicant. Information on each tower listed shall include:

- a. The type of tower or structure;
- b. The height of the tower including antennas;
- c. Latitude and longitude location;
- d. Street address; and
- e. Indication whether the site is co-located and, if so, with whom.

**See Inventory list.**

- (11) a. A copy of the recorded memorandum of lease evidencing co-location, if such memorandum exists.

**See included Telecommunications Tower Site Analysis, Development, Lease Marketing and Property Management Services between Crown Castle and Orange County.**

- b. When there is no memorandum of lease filed with the permit application, the application shall be held by the zoning manager for forty-five (45) days, and:

1. Within fifteen (15) days of permit application being submitted to the county the applicant shall send by registered mail notice to each FCC-licensed service provider in the applicant's search ring and each FCC-licensed service provider who has registered for notice under this provision with Orange County. The notice shall include the location of the proposed tower (by street address and longitude and latitude), the height of the proposed tower, and a statement identifying the fair market value of leasing space on the tower for a second antenna by another service provider;
2. After notice, if another service provider desires to locate on the proposed tower, but cannot reach agreement with the tower applicant then, prior to expiration of the forty-five-day period, the service provider may request a hearing under subsection 38-1427(m);
3. The zoning manager shall take action on the permit application either after the forty-five-day period has run or upon final resolution of a matter forwarded to the hearing officer pursuant to subsection 38-1427(m), whichever is later;
4. The applicant may provide registered mail notice to those service providers as required in subsection 1. above any time thirty (30) days before application is made to the county. Upon

documentation of registered mail being sent, the forty-five-day period shall be reduced by the amount of days notice was sent prior to the application being filed.

**See copies of collocation letters dated June 8, 2014.**

(12) If deemed necessary by the county, the zoning manager may require the applicant to hold a community meeting prior to the board of zoning adjustment hearing meeting in addition to the other requisite notice requirements.

**Crown Castle participated in a community meeting requested by county staff on March 2<sup>nd</sup> 2016 at the Sunset Park Elementary School Cafeteria. Furthermore, on November 10<sup>th</sup>, 2014, this office mailed an informational letter to the surrounding residences within the PD notice radius. See included copy of letter and mailing list.**

(13) For all special exception and/or variance requests the applicant shall provide the RF search ring used to determine the location of the applicant's request. In addition, the applicant shall supply a report that other parcels within the applicant's search ring have been reviewed and, where appropriate, contacted. The applicant shall provide adequate documentation to substantiate the applicant's determination of feasibility of the selected site.

**Please see VZW RF Package.**

...

(m) *Co-location condition for towers eighty (80) feet in height and taller.*

(1) Every special exception for a communication tower which is eighty (80) feet in height or taller and which is issued after June 23, 1997, shall include the following conditions:

a. All new communication towers shall be designed and constructed to accommodate at least one (1) other service provider.

**Crown Castle has designed this Monopine to accommodate 3 sets of antennas in addition to the Orange County Utility omni antenna.**

b. The applicant for a new communication tower shall provide a notarized letter acknowledging that the communication tower is designed and will be constructed to accommodate at least one (1) other service provider.

**The proposed anchor tenants for this Monopine are Orange County Utility Department and Verizon Wireless.**

c. All service providers shall cooperate in good faith with other service providers to accomplish co-location of additional antennas on communication towers which are existing, permitted, or otherwise authorized by Orange County, where feasible.

**Crown Castle shall cooperate in good faith and under commercially reasonable terms with other service providers to allow collocation on this Monopine if approved.**

...

(2) *Balloon test.* The purpose of this test is to assist the BZA in determining aesthetic impact with respect to height and closeness of a communication tower in proximity to nearby residential uses and zoning. The following criteria shall be met:

a. Balloon specifications:

1. Balloon diameter no less than four (4) feet;
2. Balloon color restricted to red, orange, or yellow;
3. Balloon is anchored to the ground;
4. The height at which the balloon is flown shall be the same as the combined height of the tower and its antennas up to one hundred ninety-nine (199) feet; balloons for towers taller than one hundred ninety-nine (199) feet shall be flown at one hundred ninety-nine (199) feet;

b. The balloon shall be flown after the public hearing poster is required to be erected on-site. Balloons shall be flown at a minimum, continuously between the hours of 7:00 a.m. and 10:00 a.m. each day it is required to be flown. The balloon shall be flown for a minimum of two (2) days. Failure to maintain the balloon as specified above may result in a delay of the public hearing in order to achieve compliance with same.

c. Each notice required pursuant to section 30-44 of this Code shall include a statement that the balloon will be flown at least two (2) days during the morning hours prior to the public hearing date.

**Crown Castle performed the required balloon fly on March 29<sup>th</sup> 2016 and March 30<sup>th</sup> 2016, pictures have been submitted to staff.**

(3) *Visual aides.* In addition to the balloon test, the applicant may take and submit for BZA review photographs and/or a video taping of the subject site showing the balloon and of the subject site depicting the balloon in its relationship and proximity to neighboring residential lands and uses. The photographs/video may be accompanied by a corresponding written visual impact analysis prepared by the applicant.

**Please see submitted photo simulation of the proposed Monopine.**

(4) *Additional information.* The applicant may submit any other bona fide documentation or evidence that he or she feels may assist the BZA in determining visual impact. Any person or

party opposing the applicant's special exception request should submit bona fide evidence or documentation that a proposed tower will have a substantial adverse aesthetic impact on his/her property.

**Noted.**

(5) *Camouflaged facilities.* The purpose of this subsection is to assist the BZA in determining whether or not a tower as a camouflaged facility is appropriate in a given area. The applicant may use a camouflage agent in order to achieve compatibility with the nature and character of the surrounding area. Camouflaging shall be determined on a case-by-case basis. Any proposed camouflaging shall be submitted in conjunction with the special exception application. It shall include the following documentation:

- a. Colorized pictorial representation, artist's rendering, or the like;
- b. Design specifications as follows: total height, diameter, and colorations;
- c. A corresponding statement accompanying the graphic representation explaining the following:
  1. What is the nature and character of the area within which the camouflaged tower is proposed, with respect to: land use, surrounding environment, building heights and designs, and building/environment density;
  2. How will the proposed camouflaged agent blend in and harmonize with the nature and character of the area.

**The Monopine has been proposed to blend with an existing stand of trees which buffer the Fire Station from the existing commercial to the north and existing school to the east. Furthermore, the 140' height is below the approved heights of towers closest to the proposed Monopine along Winter Garden Vineland Road. See Photosimulations and page S-1.**

(6) *Separation distance reduction for camouflaged facilities.* In the event the BZA, using the standards set forth in subsection (n)(5) above, determines the camouflaging agent is compatible with the surrounding area then the distance separation requirements set forth in subsections (d)(2)d. and (d)(3) for the proposed communication tower as a camouflaged facility shall be reduced by one-half (1/2) of the applicable monopole height requirement. This reduction should only be applicable to the placement of the camouflaged tower and the measurement of distance separation from other new towers to the camouflaged tower shall not be reduced.

**The proposed Monopine exceeds the required tower to tower separation of 2,500'. The closest tower is 1.37 miles. Provided the Monopine is determined to be camouflaged, the proposed setback is reduced to 350' from residential. The proposed Monopine is setback North 40'; South 325'; East 115'; West 203' which exceeds this requirement. The closest residential use is 425' to the southeast. See page C-1A.**



(7) *BZA special exception criteria.* In determining a special exception request for a communication tower in addition to those criteria set forth in subsection 30-43(2) of this Code and section 38-78 of this chapter, the BZA shall take into consideration whether or not the proposed tower will have substantial adverse aesthetic impact on neighboring residential lands and compatibility of a camouflaged tower in a given area. The BZA's determination shall be based on relevant and competent evidence, documentation, and testimony received at the public hearing from the staff, the applicant and any party in support or opposition, or their respective representatives. The BZA shall utilize the following criteria in determining if a special exception is deemed approvable:

a. *Aesthetic impact.* This means view of a tower that is not camouflaged. Aesthetic impact shall take into consideration, but not be limited to, the amount of the tower that can be viewed from surrounding residential zones in conjunction with its proximity (distance) to the residential zone, mitigation landscaping, existing character of surrounding area, or other visual options proposed by the applicant.

N/A

b. *Compatibility.* This means the degree to which a tower is designed and located to be compatible with the nature and character of other land uses and/or with the environment within which the tower proposes to locate. The tower may be placed, designed or camouflaged to assist with mitigating the overall aesthetic impact of a tower. A camouflage agent shall be designed to be compatible with the surrounding land uses and the environment.

**Crown Castle is proposing a Monopine tower on the Lake Burden Fire Station #35. The parent tract consists of 5.6 acres owned by Orange County. The Monopine is proposed within an existing stand of trees. Please see page S-1.**

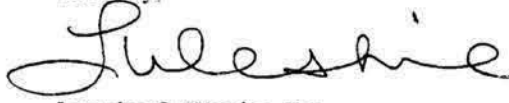
(8) *Minimum standards.* In addition to the above, the minimum performance standards with respect to separation between towers, separation between residences and towers, etc., as referenced herein, shall be met. These standards, however, are minimum standards; the BZA is empowered to impose more restrictive conditions to a special exception in order to recommend approval so as to achieve the desired protection with respect to aesthetic impact and harmony and compatibility with the surrounding community. The determination by the BZA to impose more restrictive conditions shall be based on substantial competent evidence that supports the modification and the consistency of the modification with the purpose and intent of this section.

N/A

...

Please do not hesitate to contact me to provide you with additional data or to discuss this matter in more detail.

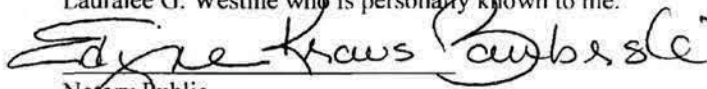
Sincerely,



Lauralee G. Westine, Esq.

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April 2016, by Lauralee G. Westine who is personally known to me.



Notary Public

Edyne Kraus Bambergski

Printed Name of Notary

[Signature]

My Commission Expires

December 20, 2018

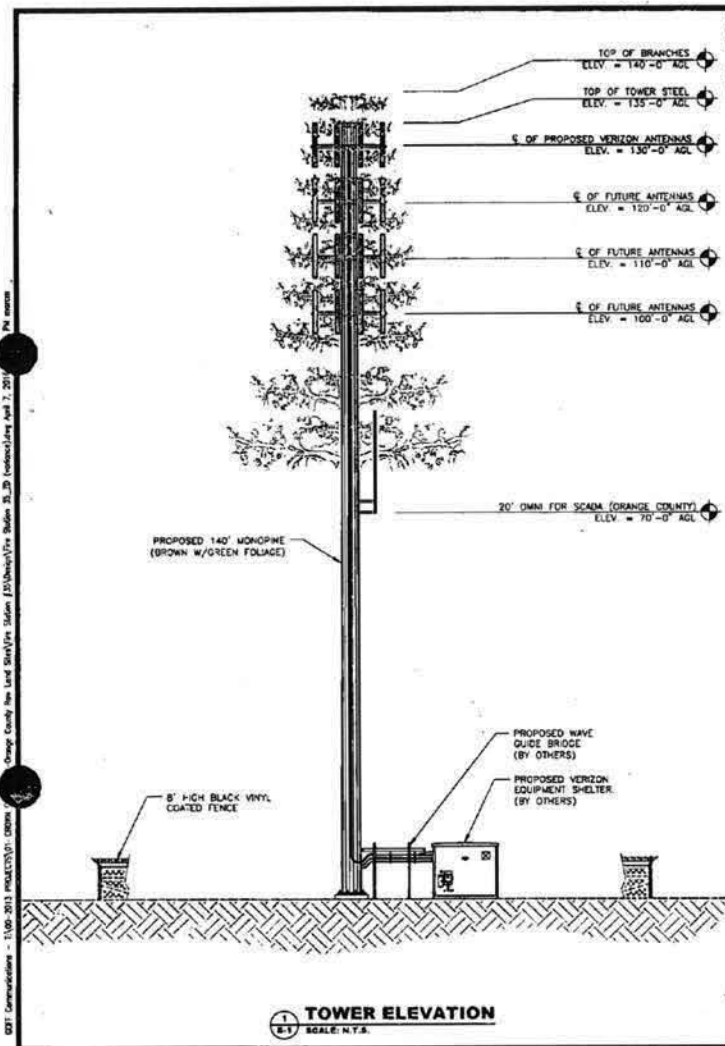
FF 153214

Notary Public Under Seal

NOTARY PUBLIC, STATE OF FLORIDA



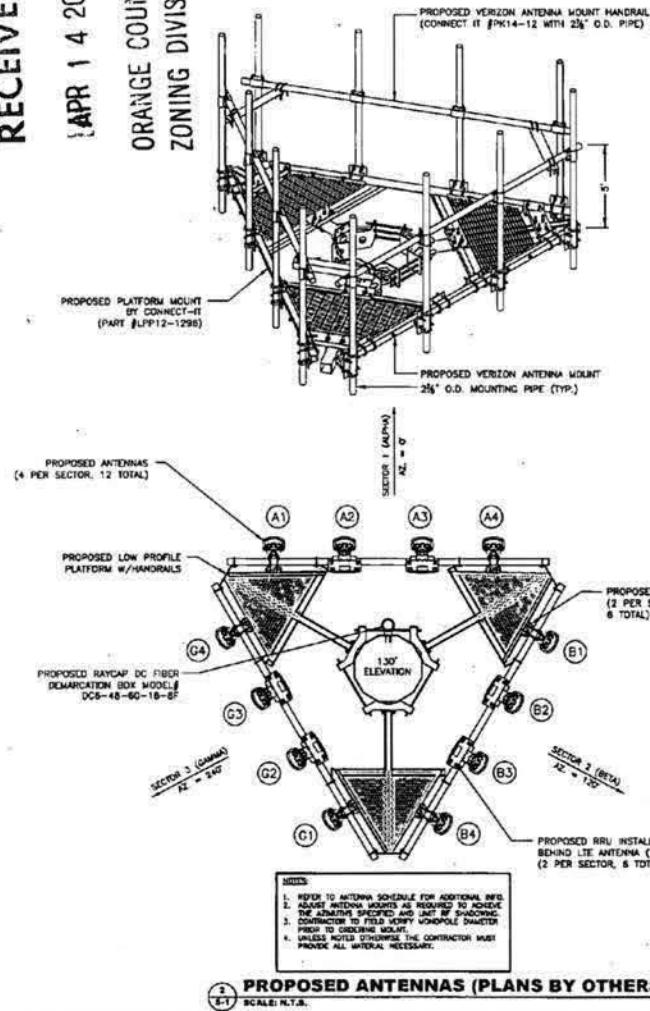
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APR 14 2015

ORANGE COUNTY  
ZONING DIVISION



PREPARED FOR  
**CROWN CASTLE**  
4511 NORTH HAVES AVENUE  
SUITE 210  
TAMPA, FL 33614

PREPARED BY:  
**GOFF COMMUNICATIONS**

2130 ASHLEY OAKS CIRCLE  
SUITE 102  
WESLEY CHAPEL, FL 33544  
OFFICE: 813.884.0365  
CELL: 813.884.0365



MARC P. MAIER, PE  
FL PROFESSIONAL ENGINEER LIC # 72513

REV.	DATE	ISSUED FOR:
1	04/06/14	CHANGED TO MONOPOL
2	01/26/14	CHANGED TO 140' TOWER
3	07/21/14	REVISED TO REV "1"
4	12/23/14	FINAL IS ISSUED
5	01/23/15	FINAL IS ISSUED

**FIRE STATION #35  
BU #819814**

7435 WINTER GARDEN WENLAND RD.  
WINDERMERE, FL 34786

SHEET DESCRIPTION:  
TOWER ELEVATION  
AND DETAILS

SHEET NUMBER:  
**S-1**



CASE #VA-16-04-008  
Orange County Zoning Division  
Planner: Rocco Relvini  
Board of Zoning Adjustment  
05/05/2016  
Commission District: 1

GENERAL INFORMATION:

APPLICANT: CROWN CASTLE USA

REQUEST: Special Exception in the P-D zoning district to construct a 140 ft. high communications cell tower camouflaged as a pine tree (mono-pine tower). If the BZA determines the tower is camouflaged then no variances are required because the residential separation requirement is 350 ft. and no residential homes are located within 350 ft. of the tower. If the BZA determines the tower is not camouflaged then variances are required from 34 homes/platted lots (36 properties) that are within the 700 ft. off-site use separation requirement.

LOCATION: East side of Winter Garden Vineland Rd., 1/4 mile south of Overstreet Rd.

PROPERTY ADDRESS: 7435 Winter Garden Vineland Rd.,

PARCEL ID: 25-23-27-2671-01-000

TRACT SIZE: 5.6 acres

DISTRICT #: 1

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. The applicant is proposing to construct a 140 ft. high monopole communications cell tower at Fire Station #35. The applicant proposes to camouflage the tower as a pine tree (mono-pine tower).

2. Section 38-1427(n)(5) of the Orange County Code authorizes the BZA to determine if a proposed communications cell tower is camouflaged. In the past the BZA and BCC have determined that mono-pine tower, a flag pole, a church spire tower and a unipole tower are camouflaged towers.
3. There is an existing 60 ft. high utility pole and antenna on the site used by Orange County Public Utilities. The Public Utilities Division has stated they can place their antenna on the mono-pine tower.
4. If the BZA determines the tower is camouflaged, then the residential separation distance requirement of 700 ft. is reduced by 50%. There are no homes located within 350 ft. of the base of the proposed tower. If the BZA determines the mono-pine tower is not an adequate camouflaging agent then the residential distance requirement is 700 ft. There are 34 homes within 700 ft. of the base of the tower.
5. The Federal Telecommunications Act of 1996 states, "No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." Health concerns about radiation and the like are considered to fall under this provision regarding 'environmental effects.' Citizens are not prohibited from expressing this kind of concern, as explained by the Fourth Circuit Court of Appeal in 2014 in the attached case, but the Act prohibits a local government from acting on those concerns.
6. Since this is a special exception request, the application must comply with the Special Exception Criteria outlined in Section 38-78, Orange County Code. Section 38-78 (2) states "the use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development". The proposed use is a 140 ft. high mono-pine cell tower. The surrounding landscape does not have any similar height structures. The surrounding structures are 25-50 ft. in height. The proposed use is not compatible with the surrounding structures in the area nor is it consistent with the pattern of surrounding development. For these reasons staff cannot support this request.

STAFF RECOMMENDATION:

Denial of the request because the request does not comply with Section 38-78 (2), Orange County Code.



If the BZA approves this request the following conditions should be imposed:

1. Development in accordance with site plan dated April 14, 2016 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.
4. There shall be no height extensions without further BZA approval.
5. Construction plans shall be submitted within 2 years or this approval becomes null and void.



OFFICE OF COMPTROLLER

INTEROFFICE MEMO

ORANGE  
COUNTY  
FLORIDA

Martha O. Haynie, CPA  
County Comptroller  
Finance and Accounting Department  
Special Assessments  
P O Box 38  
Orlando, FL 32802  
Telephone: 407-836-5770  
Fax: 407-836-5753

Date: May 5, 2016

To: Mayor Teresa Jacobs  
and  
Board of County Commissioners  
*m. a. mcgarritty*

From: Margaret A. McGarrity, Chief Deputy Comptroller

Contact: Ann Troutman, 407-836-5770

Subject: Public Hearing to Establish a Municipal Service Benefit Unit (MSBU) for  
Maintenance of Retention Pond(s) - Continued from March 1, 2016 and  
Continued from April 5, 2016

MSBU District: **Pointe at Hunter's Creek**

Applicant: Craig C Harris  
JTD Land Company, LLC  
Developer

District: Commissioner Boyd, District 1

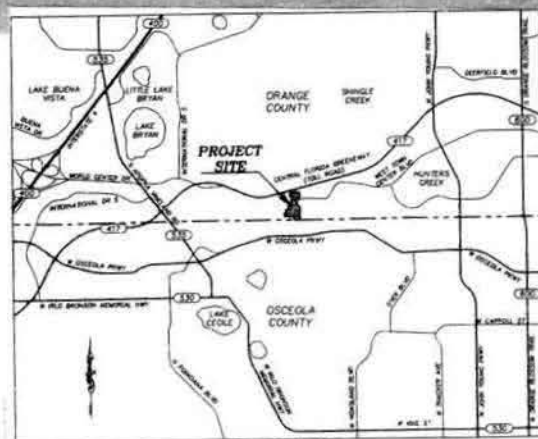
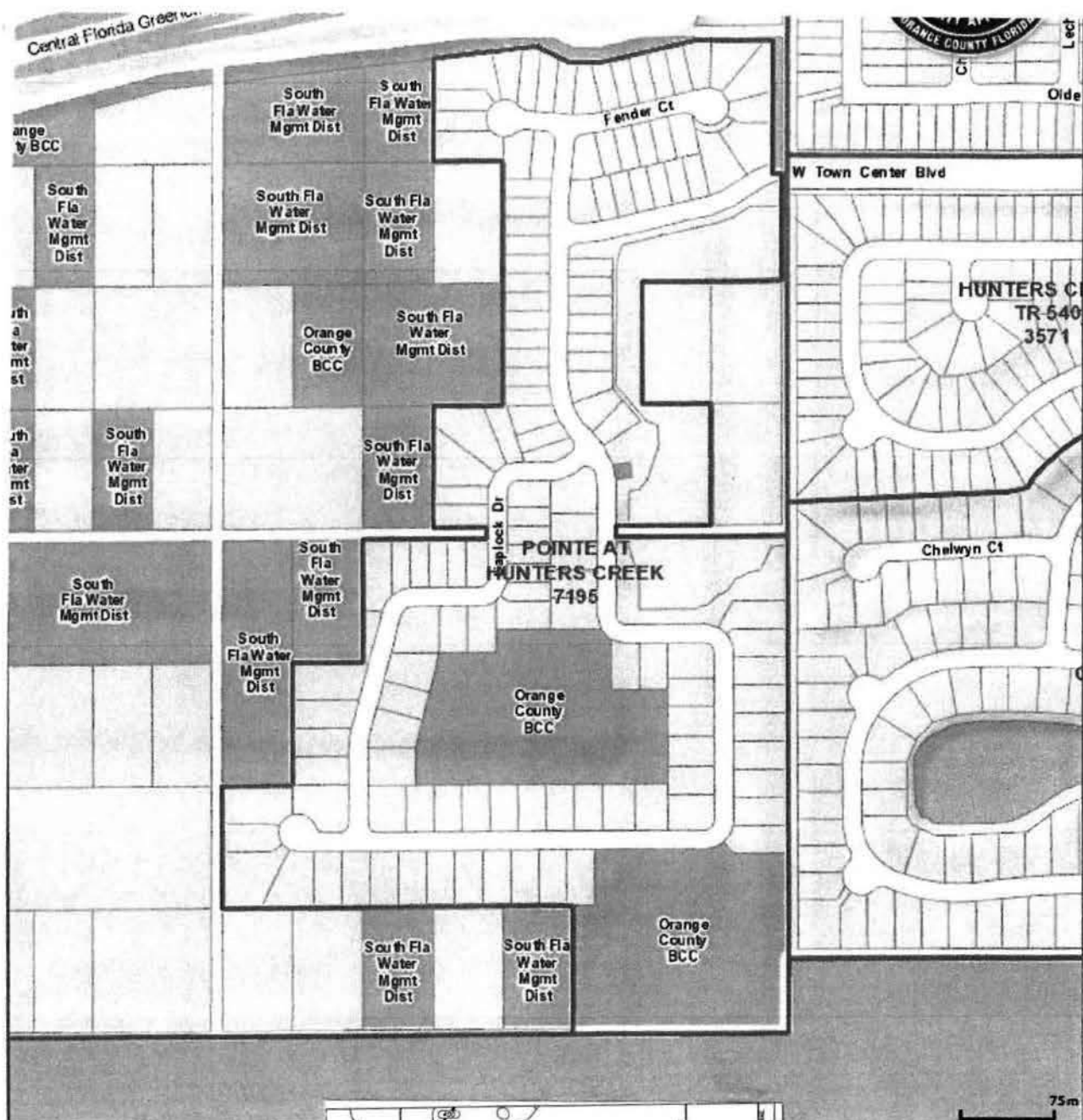
Report: The attached resolution will establish a MSBU for maintenance of  
retention ponds for Pointe at Hunter's Creek, which consists of 134 lots.  
NOTE: This public hearing was continued from March 1, 2016, April 5,  
2016 and until May 24, 2016.

Retention Pond: The estimated assessment for the establishing MSBU for maintenance of  
retention ponds is \$77.00 per lot, per year.

Effective Date: The establishing MSBU would be effective November 1, 2016.

Action Requested: Approval of attached resolution for maintenance of retention pond(s).

# Pointe at Hunter's Creek 11/2016



RESOLUTION  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
ESTABLISHING A  
MUNICIPAL SERVICE BENEFIT UNIT  
FOR MAINTENANCE OF  
RETENTION PONDS  
IN

**Pointe at Hunter's Creek  
11/2016**

WHEREAS, Section 125.01 (01) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem special assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, the County has received a request, in writing, from Craig C Harris, Manager (hereinafter known as the "Developer") of JTD Land Company, LLC for the establishment of such an MSBU in that portion of the unincorporated area of Orange County to be known as Pointe at Hunter's Creek subdivision and which is more fully described below; and

WHEREAS, the Board has determined that the establishment of an MSBU, the purpose of which is to provide for minimum maintenance of the county-dedicated retention ponds as requested by the Developer, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired, and in the public interest, and that the properties within Pointe at Hunter's Creek subdivision will be benefited, now and in the future, and that the proposed MSBU should be created; and

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

1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.

2. There is hereby established and created the **Pointe at Hunter's Creek 11/2016** MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes, the boundaries of which appear on the recorded plat of **Pointe at Hunter's Creek** subdivision, Plat Book **84**, Pages **78 through 83**, Section **36**, Township **24**, Range **28**, and Lots **1 through 134**, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursement by the County of such funds as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention ponds located on Tract "**H**" and Tract "**I**" of **Pointe at Hunter's Creek** subdivision, which ponds have been dedicated to Orange County on the plat thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developer understands that this MSBU is created solely for the purpose of maintaining the retention ponds located on Tract "**H**" and Tract "**I**" of Pointe at Hunter's Creek subdivision, and that no other ponds or infrastructure improvements located

RECORDING DEPARTMENT: RETURN TO FINANCE & ACCOUNTING SPECIAL ASSESSMENTS

within the Pointe at Hunter's Creek subdivision may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU.

3. The County shall perform or cause to be performed minimum maintenance services in the retention pond areas, which maintenance shall be limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention ponds. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described herein.

4. Upon completion of construction of the retention ponds and the placement of those ponds into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention ponds in the MSBU. This non-ad valorem special assessment is levied for the first time as of **November 1, 2016**, and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the retention ponds. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such non-ad valorem special assessments have been collected. The estimated annual cost of operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance, is **\$10,318.00**, and the estimated annual non-ad valorem special assessment to each freeholder is **\$77.00**. Proceeds of collection of such non-ad valorem special assessments as provided hereinafter are to be put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

5. Upon completion of construction of the retention ponds and the placement of those ponds into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention ponds and the administration of the MSBU. Such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad



valorem special assessments upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197.3632, Florida Statutes, shall be used.

6. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.

7. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.

8. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

9. It is understood and agreed between the County and the Developer that (if applicable) as the Pointe at Hunter's Creek subdivision expands, the additional Additions, Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.

10. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_  
ORANGE COUNTY MAYOR

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK





OFFICE OF COMPTROLLER

INTEROFFICE MEMO

ORANGE  
COUNTY  
FLORIDA

Martha O. Haynie, CPA  
County Comptroller  
Finance and Accounting Department  
Special Assessments  
P O Box 38  
Orlando, FL 32802  
Telephone: 407-836-5770  
Fax: 407-836-5753

Date: May 4, 2016

To: Mayor Teresa Jacobs  
and  
Board of County Commissioners

From: *m.a. mcgarrity*  
Margaret A. McGarrity, Chief Deputy Comptroller

Contact: Ann Troutman, 407-836-5770

Subject: Public Hearing to Establish a Municipal Service Benefit Unit (MSBU) for  
Maintenance of Retention Pond

MSBU District: **Beacon Park Boulevard First Amendment Replat**

Applicant: Larry Kaufmann  
Greeneway Park DRI, LLC  
Developer

District: Commissioner Thompson, District 4

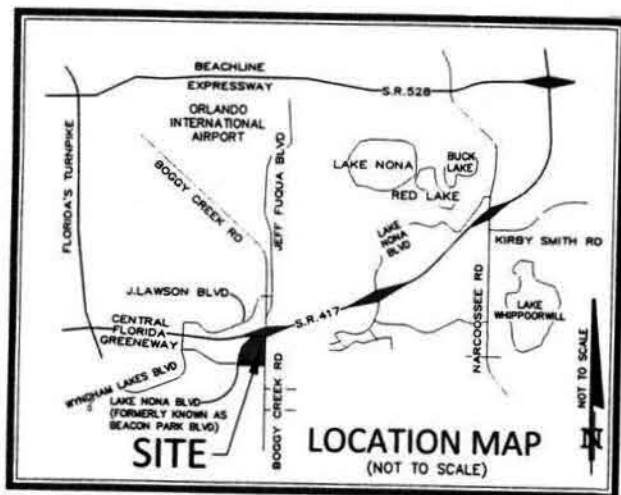
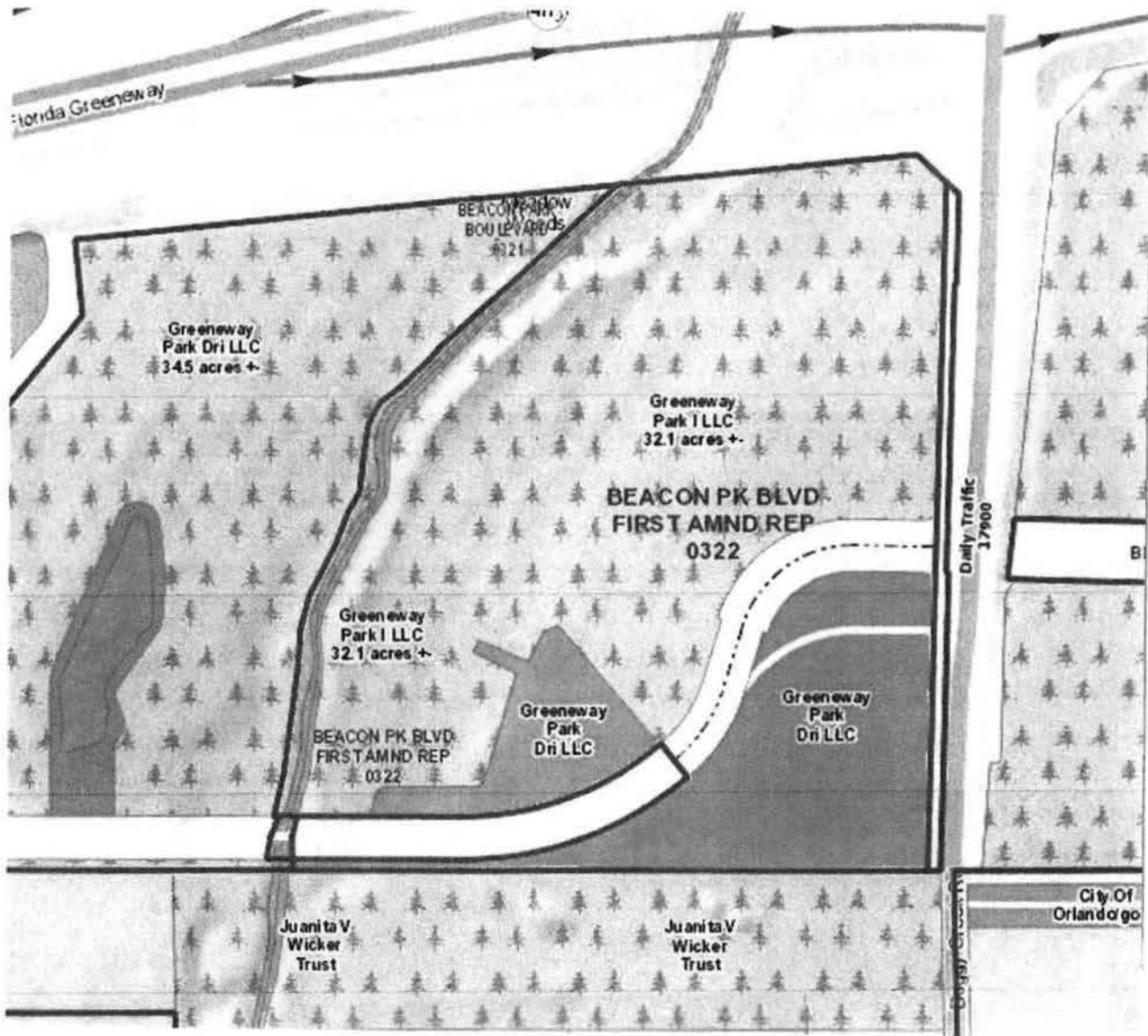
Report: The attached resolution will establish a MSBU for maintenance of  
retention pond for Beacon Park Boulevard First Amendment Replat which  
consists of 2 lots.

Retention Pond: The estimated assessment for the establishing MSBU for maintenance of  
retention pond(s) is \$77.00 per lot, per year.

Effective Date: The establishing MSBU would be effective November 1, 2016.

Action Requested: Approval of attached resolution for maintenance of retention pond.

# Beacon Park Boulevard First Amendment Replat



RESOLUTION  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
ESTABLISHING A  
MUNICIPAL SERVICE BENEFIT UNIT  
FOR MAINTENANCE OF  
RETENTION PONDS  
IN

**Beacon Park Boulevard  
First Amendment Replat  
11/2016  
with County Dedicated Easements**

WHEREAS, Section 125.01 (01) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem special assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, the County has received a request, in writing, from Larry Kaufmann, Director of Development (hereinafter known as the "Developer") of Greenway Park DRI, LLC for the establishment of such an MSBU in that portion of the unincorporated area of Orange County to be known as Beacon Park Boulevard First Amendment Replat subdivision and which is more fully described below; and

WHEREAS, the Board has determined that the establishment of an MSBU as requested by the Developer- currently known as Greenway Park DRI, LLC associated with Greenway Park DRI Commercial Property Owners Association, Inc., Greenway Park I, LLC and Greenway Park DRI Property Owners Association, Inc. - the purpose of which is to provide for minimum maintenance of **"Plat Notes and Easements: 3. Tract SMA-1 is a drainage retention area which is to be owned and maintained by the owners, their grantees, successors or assignees."** As shown in the **Plat Notes and Easements section of Plat Book 86, Page 116**, Public Records of Orange County, Florida, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired, and in the public interest, and that the properties within Beacon Park Boulevard First Amendment Replat subdivision will be benefited, now and in the future, and that the MSBU should be created; and

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

1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.

RECORDING DEPARTMENT: RETURN TO FINANCE & ACCOUNTING SPECIAL ASSESSMENTS

2. There is hereby established and created the **Beacon Park Boulevard First Amendment Replat 11/2016** MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes, the boundaries of which appear on the recorded plats of **Beacon Park Boulevard First Amendment Replat** subdivision, Plat Book **86**, Pages **116 and 117**, Section **28**, Township **24**, Range **30**, and Lots **1 and 2**, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursement by the County of such funds to be used by the County as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention ponds located on Tract **SMA-1** of **Beacon Park Boulevard First Amendment Replat** subdivision, which ponds are owned by the Association and have easements dedicated to Orange County on the plats thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developer and the Association understands that this MSBU is created solely for the purpose of maintaining the retention pond located on Tract SMA-1 of Beacon Park Boulevard First Amendment Replat subdivision, and that no other ponds or infrastructure improvements located within the Beacon Park Boulevard First Amendment Replat subdivision may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU and used by the County.

3. The County shall perform or cause to be performed minimum maintenance services in the retention pond areas, which maintenance may include but not limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention area, and/or equipment/tools and their maintenance and replacement needed for services described herein. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described.

4. Upon completion of construction of the retention ponds and the placement of those ponds into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention ponds in the MSBU. This non-ad valorem special assessment is levied for the first time as of **November 1, 2016**, and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the retention ponds. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such non-ad valorem special assessments have been collected. The estimated annual cost of



operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance and periodic major repairs and improvements as needed on a rotation basis established by Public Works, is **\$154.00**, and the estimated annual non-ad valorem special assessment to each freeholder is **\$77.00**. Proceeds of collection of such non-ad valorem special assessments as provided hereinafter are to be put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

5. Upon completion of construction of the retention ponds and the placement of those ponds into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention ponds and the administration of the MSBU. Such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad valorem special assessments upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessment may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197.3632, Florida Statutes, shall be used.

6. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.

7. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.

8. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

9. It is understood and agreed between the County and the Developer that (if applicable) as the Beacon Park Boulevard First Amendment Replat subdivision expands, the additional Additions, Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.

10. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_  
ORANGE COUNTY MAYOR

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK



OFFICE OF COMPTROLLER

INTEROFFICE MEMO

ORANGE  
COUNTY  
FLORIDA

Martha O. Haynie, CPA  
County Comptroller  
Finance and Accounting Department  
Special Assessments  
P O Box 38  
Orlando, FL 32802  
Telephone: 407-836-5770  
Fax: 407-836-5753

Date: May 4, 2016

To: Mayor Teresa Jacobs  
and  
Board of County Commissioners  
*m. a. mcgarrity*

From: Margaret A. McGarrity, Chief Deputy Comptroller

Contact: Ann Troutman, 407-836-5770

Subject: Public Hearing to Amend a Municipal Service Benefit Unit (MSBU) for  
Maintenance of Retention Pond(s)

MSBU District: **Meadow Woods Parcel 12.1 Area**

Applicant: Guy L Trussell, Vice President of Land Development  
Landstar Development Corporation  
Developer

District: Commissioner Thompson, District 4

Report: The attached resolution will amend the MSBU for maintenance of  
retention pond. The amendment will add the 5 parcels located in  
Meadow Woods Parcels 11 and 12 and Landstar Business Center  
Condominium. This will allow all of the 8 parcels to be assessed for  
maintenance of the retention pond.

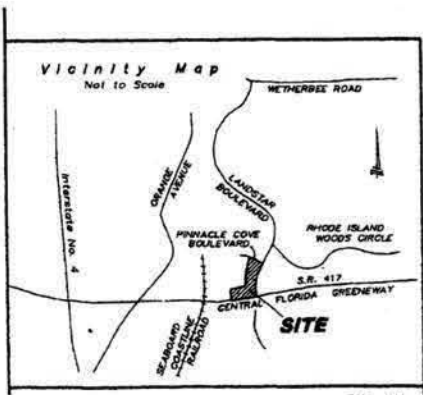
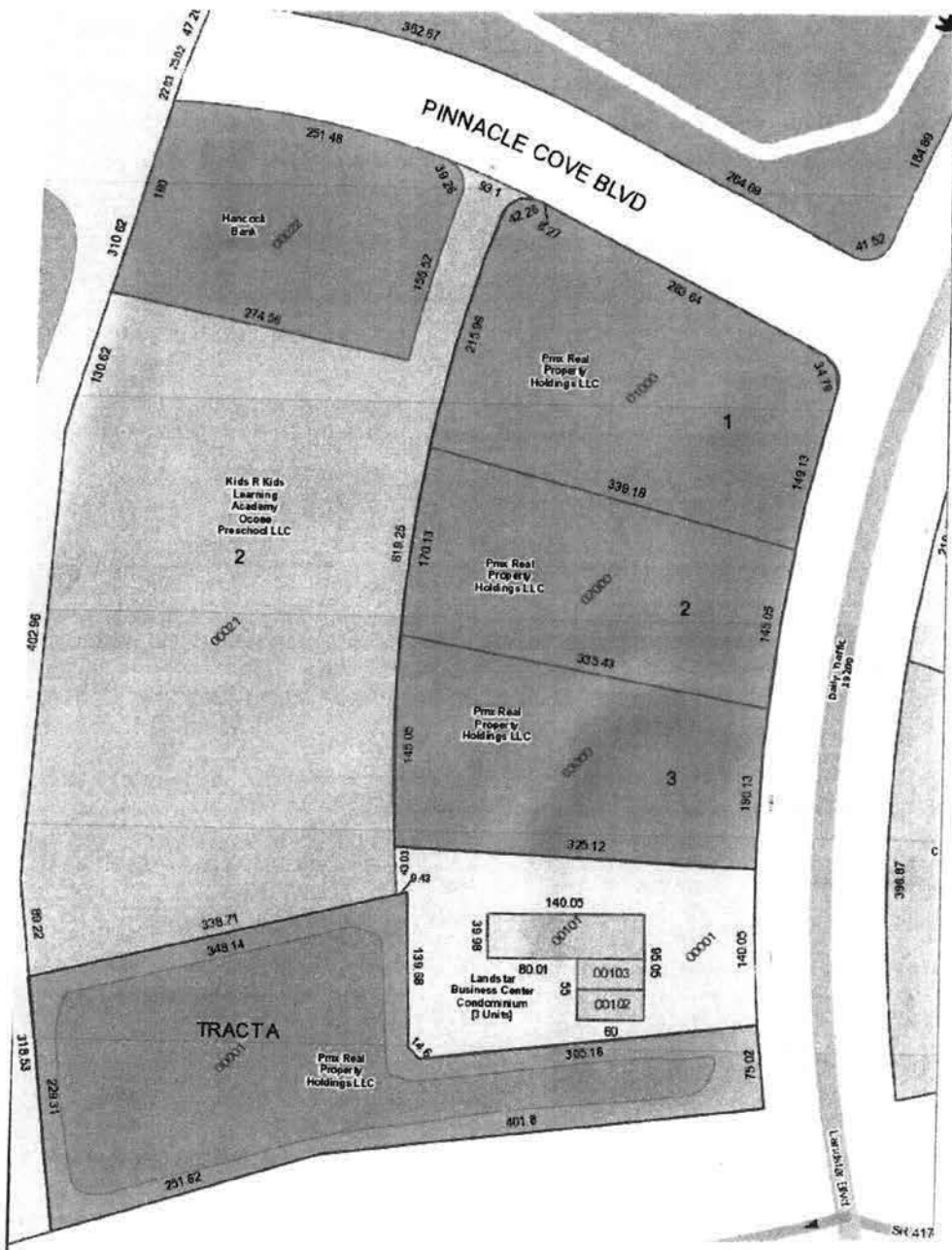
Retention Pond: The estimated assessment for the amending MSBU for maintenance of  
retention pond is \$77.00 per unit, per year as shown in Exhibit B of the  
resolution. Last year's assessment was \$77.00 per unit.

Effective Date: The amending MSBU would be effective November 1, 2016.

Action Requested: Approval of attached resolution for maintenance of retention pond.



## MEADOW WOODS PARCEL 12.1



RESOLUTION  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
AMENDING AND RESTATING A  
MUNICIPAL SERVICE BENEFIT UNIT  
FOR MAINTENANCE OF  
RETENTION PONDS  
IN

**Meadow Woods Parcel 12.1 Area  
11/2016  
with County Dedicated Easements**

WHEREAS, Section 125.01 (01) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem special assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, by the Resolution dated May 19, 2015, the Board established the Meadow Woods Parcel 12.1 11/2015 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for maintenance of retention ponds (hereinafter known as the "Resolution)", said resolution being recorded in Official Record Book 10925, Pages 8053 through 8056, Public Records of Orange County, Florida; and

WHEREAS, the County has received a request, in writing, from Guy L Trussell, Vice President of Land Development (hereinafter known as the "Developer") of Landstar Development Corporation for the amendment of such Resolution to combine and include the subdivisions which are more fully described as shown in "**Exhibit "A"**" of this resolution and in that portion of the unincorporated area of Orange County and

WHEREAS, the Board has determined that the amendment of the MSBU, the purpose of which is to combine and include the subdivisions which are more fully described as shown in "**Exhibit "A"**" of this resolution and to provide for minimum maintenance of **Tract A retention pond owned by The Boulevard at Meadow Woods Property Owners Association, Inc. (the "Association") with drainage easements dedicated to Orange County noted in Plat Book 72 in the dedication and Surveyor's Note 2 "A Drainage Easement over Tract "A" is hereby dedicated to Orange County.**", Public Records of Orange County, Florida, together with the other information pertaining to the operation of the amended MSBU submitted therewith, to be feasible, necessary to facilitate the services desired, and in the public interest, and that the properties within Meadow Woods Parcel 12.1 Area as shown in subdivision "**Exhibit "A"**" of this resolution will be benefited, now and in the future, and that the MSBU should be amended, and

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

RECORDING DEPARTMENT: RETURN TO FINANCE & ACCOUNTING SPECIAL ASSESSMENTS

1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
2. The **Meadow Woods Parcel 12.1 Area 11/2015** Resolution for maintenance of retention ponds, which is recorded in Official Records Book **10925**, Pages **8053 through 8056**, Public Records of Orange County, Florida, is hereby amended as the **Meadow Woods Parcel 12.1 Area 11/2016** MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes. This MSBU is to combine and include said subdivisions, the boundaries of which appear on the recorded plats of **Meadow Woods Parcel 12.1 Area** subdivisions, Plat Books, Pages, Sections, Townships, Ranges, and Lots as shown on **Exhibit "A"** of this resolution, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursement by the County of such funds to be used by the County as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention pond located on Tract **"A"** of **Meadow Woods Parcel 12.1 Areas** subdivision as shown in Exhibit **"A"** of this resolution, which pond is owned by the Association and has easements dedicated to Orange County on the plat thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developer and the Association understands that this MSBU is created solely for the purpose of maintaining the retention pond located on Tract **"A"** of Meadow Woods Parcel 12.1 subdivision for the Meadow Woods Parcel 12.1 Areas as shown in Exhibit **"A"** of this resolution, and that no other ponds or infrastructure improvements located within the Meadow Woods Parcel 12.1 subdivision may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU and used by the County.
3. The County shall perform or cause to be performed minimum maintenance services in the retention pond areas, which maintenance may include but not limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention area, and/or equipment/tools and their maintenance and replacement needed for services described herein. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described.
4. Upon completion of construction of the retention ponds and the placement of those ponds into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention ponds in the MSBU. This non-ad valorem special assessment is levied for the first time as of **November 1, 2016**, and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the



retention ponds. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such non-ad valorem special assessments have been collected. The estimated annual cost of operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance of \$30,000.00 is approximately **\$3,000.00 per year** and the estimated annual non-ad valorem special assessment to each freeholder is **\$77.00 per unit as shown in Exhibit "B" of this resolution, until such time as an appropriate cash reserve of \$30,000 is established – tentatively within 10 to 12 years.** Proceeds of collection of such non-ad valorem special assessments as provided hereinafter are to be put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein. When the County shall perform or cause to be performed minimum maintenance services in the retention pond area as described in paragraph 3 above, funds used shall be replenished by the non-ad valorem special assessments shown in Exhibit "B" of this resolution until a **\$30,000.00 reserve is again accumulated.**

5. Upon completion of construction of the retention ponds and the placement of those ponds into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention ponds and the administration of the MSBU. Such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad valorem special assessments upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessment may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197.3632, Florida Statutes, shall be used.

6. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment,

issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.

7. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.

8. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

9. It is understood and agreed between the County and the Developer that (if applicable) as the Meadow Woods Parcel 12.1 Areas as shown in Exhibit "A" of this resolution expand, the additional Additions, Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.

10. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.

11. This resolution which amends and restates the Resolution recorded in Official Records Book 10925, Pages 8053 through 8056, is controlling and supersedes the Resolution recorded in Official Records Book 10925, Pages 8053 through 8056, Public Records of Orange County, Florida.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_  
ORANGE COUNTY MAYOR

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK

Meadow Woods Parcel 12.1 Area  
Exhibit "A"

Subdivisions	Plat Book / Page	Section Township Range Subcode	Lots / Blocks / Buildings / Tracts / Units
Landstar Business Center Condominium	10376/9042*	25-24-29-4801	Units 101 through 103
Meadow Woods Parcel 12.1	72/29-30	25-24-29-5562	Lots 1 through 4
Meadow Woods Parcels 11 and 12	54/2	25-24-29-5561	Lot 2

\*Official Records Book / Page

Meadow Woods Parcel 12.1 Area  
Exhibit "B"

Parcel ID	Tract / Lot	Total Taxable Acres	Per Acre Charge	Total Cost Per Parcel	County Rate 11/2016	Units Per Parcel	Total Annual Assessment
25-24-29-4801-00-001	Common Area	1.199	417.01		77.00		
25-24-29-4801-00-101	Unit 101	.753		314.00		4.08	314.16
25-24-29-4801-00-102	Unit 102	.222		92.58		1.20	92.40
25-24-29-4801-00-103	Unit 103	.222		92.58		1.20	92.40
25-24-29-5561-00-021	Part of Lot 2	4.236	118.04	500.02	77.00	6.49	499.73
25-24-29-5561-00-022	Part of Lot 2	1.170	427.35	500.00	77.00	6.49	499.73
25-24-29-5562-01-000	Lot 1	1.612	310.17	499.99	77.00	6.49	<b>499.73</b>
25-24-29-5562-02-000	Lot 2	1.226	407.83	500.00	77.00	6.49	<b>499.73</b>
25-24-29-5562-03-000	Lot 3	1.272	393.08	500.00	77.00	6.49	<b>499.73</b>
		10.716		2999.17		38.93	2,997.61



OFFICE OF COMPTROLLER

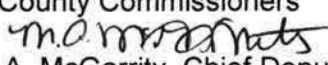
INTEROFFICE MEMO

ORANGE  
COUNTY  
FLORIDA

Martha O. Haynie, CPA  
County Comptroller  
Finance and Accounting Department  
Special Assessments  
P O Box 38  
Orlando, FL 32802  
Telephone: 407-836-5770  
Fax: 407-836-5753

Date: May 4, 2016

To: Mayor Teresa Jacobs  
and  
Board of County Commissioners

From:   
Margaret A. McGarrity, Chief Deputy Comptroller

Contact: Ann Troutman, 407-836-5770

Subject: Public Hearing to Establish a Municipal Service Benefit Unit (MSBU) for  
Maintenance of Retention Pond

MSBU District: **Orlando Airport Park**

Applicant: Allison E Turnbull  
Baker & Hostetler LLP  
Developer

District: Commissioner Thompson, District 4

Report: The attached resolution will establish a MSBU for maintenance of a  
retention pond for Orlando Airport Park, which consists of 5 lots.

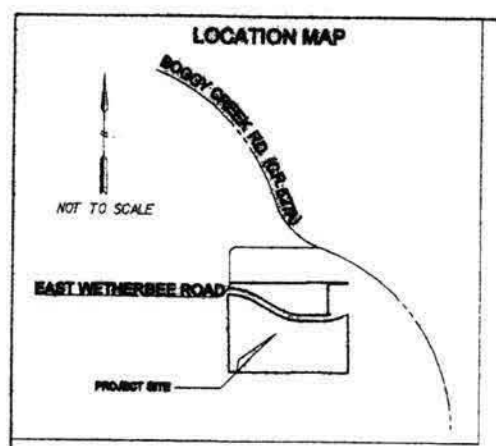
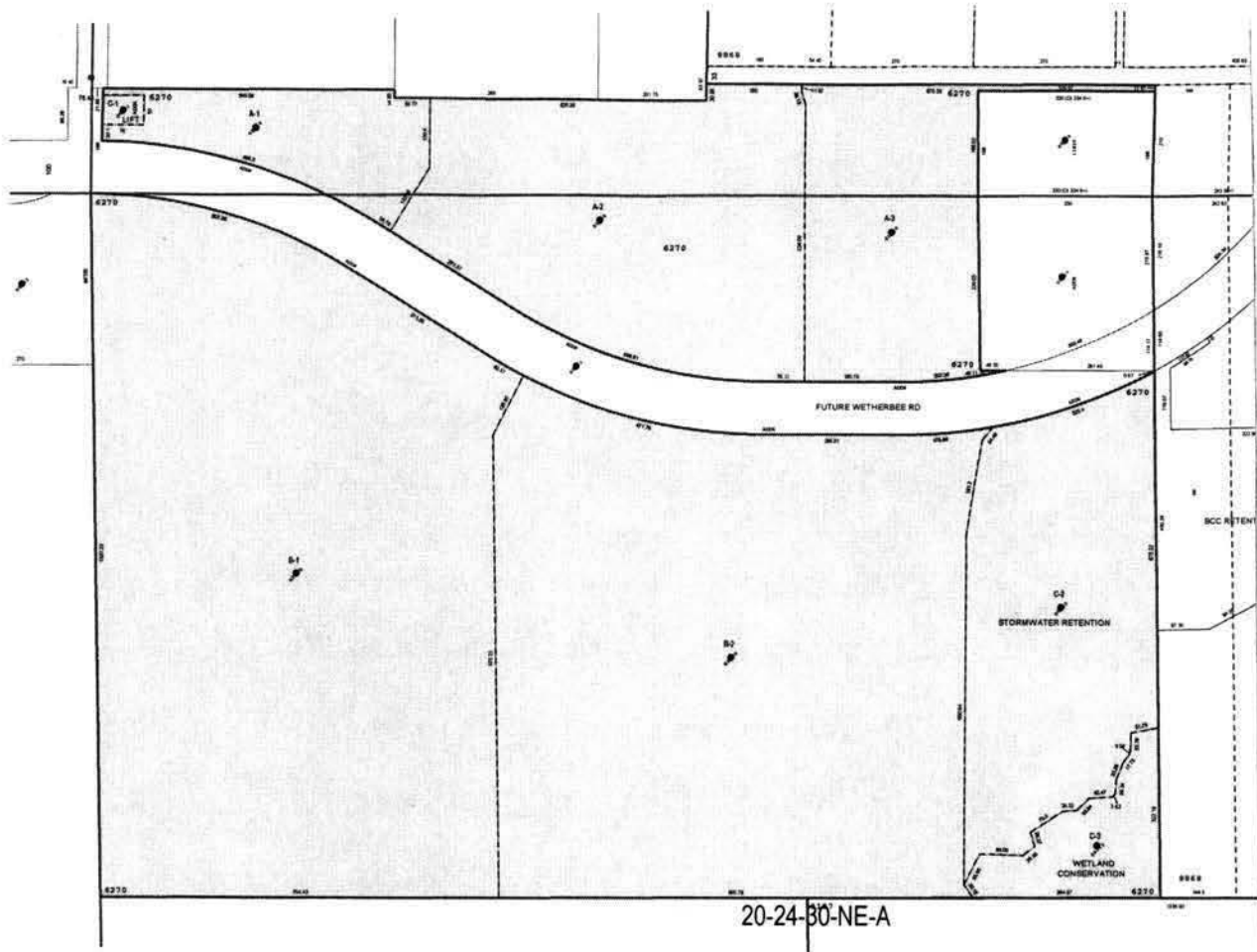
Retention Pond: The estimated assessment for the establishing MSBU for maintenance of  
a retention pond is \$77.00 per lot, per year.

Effective Date: The establishing MSBU would be effective November 1, 2016.

Action Requested: Approval of attached resolution for maintenance of a retention pond.



# Orlando Airport Park



RESOLUTION  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
ESTABLISHING A  
MUNICIPAL SERVICE BENEFIT UNIT  
FOR MAINTENANCE OF  
RETENTION POND  
IN

**Orlando Airport Park  
11/2016**

WHEREAS, Section 125.01 (01) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem special assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, the County has received a request, in writing, from Allison E Turnbull (hereinafter known as the "Developer") of Baker & Hostetler LLP for the establishment of such an MSBU in that portion of the unincorporated area of Orange County to be known as Orlando Airport Park subdivision and which is more fully described below; and

WHEREAS, the Board has determined that the establishment of an MSBU, the purpose of which is to provide for minimum maintenance of the county-dedicated retention pond as requested by the Developer, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired, and in the public interest, and that the properties within Orlando Airport Park subdivision will be benefited, now and in the future, and that the proposed MSBU should be created; and

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

1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.

2. There is hereby established and created the **Orlando Airport Park 11/2016** MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes, the boundaries of which appear on the recorded plat of **Orlando Airport Park** subdivision, Plat Book **73**, Pages **149 through 152**, Sections **17 and 20**, Township **24**, Range **30**, and Lots **A-1 through A-3** and Lots **B-1 and B-2**, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursement by the County of such funds as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention pond located on Tract "**C-2**" of **Orlando Airport Park** subdivision, which pond has been dedicated to Orange County on the plat thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developer

RECORDING DEPARTMENT: RETURN TO FINANCE & ACCOUNTING SPECIAL ASSESSMENTS

understands that this MSBU is created solely for the purpose of maintaining the retention pond located on Tract "C-2" of Orlando Airport Park subdivision, and that no other pond or infrastructure improvements located within the Orlando Airport Park subdivision may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU.

3. The County shall perform or cause to be performed minimum maintenance services in the retention pond area, which maintenance shall be limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention pond. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described herein.

4. Upon completion of construction of the retention pond and the placement of that pond into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention pond in the MSBU. This non-ad valorem special assessment is levied for the first time as of **November 1, 2016**, and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the retention pond. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such non-ad valorem special assessments have been collected. The estimated annual cost of operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance, is **\$385.00**, and the estimated annual non-ad valorem special assessment to each freeholder is **\$77.00**. Proceeds of collection of such non-ad valorem special assessments as provided hereinafter are to be put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

5. Upon completion of construction of the retention pond and the placement of that pond into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention pond and the administration of the MSBU. Such sums shall be assessed against the real property of each

individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad valorem special assessments upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197.3632, Florida Statutes, shall be used.

6. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.

7. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.

8. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

9. It is understood and agreed between the County and the Developer that (if applicable) as the Orlando Airport Park subdivision expands, the additional Additions, Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and



conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.

10. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_  
ORANGE COUNTY MAYOR

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK



OFFICE OF COMPTROLLER

INTEROFFICE MEMO

ORANGE  
COUNTY  
FLORIDA

Martha O. Haynie, CPA  
County Comptroller  
Finance and Accounting Department  
Special Assessments  
P O Box 38  
Orlando, FL 32802  
Telephone: 407-836-5770  
Fax: 407-836-5753

Date: May 4, 2016

To: Mayor Teresa Jacobs  
and  
Board of County Commissioners

From:   
Margaret A. McGarrity, Chief Deputy Comptroller

Contact: Ann Troutman, 407-836-5770

Subject: Public Hearing to Amend the Existing Municipal Service Benefit Unit (MSBU) for  
Streetlighting

MSBU District: **Reserve at Sawgrass and Sawgrass Plantation Areas**

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

District: Commissioner Thompson, District 4

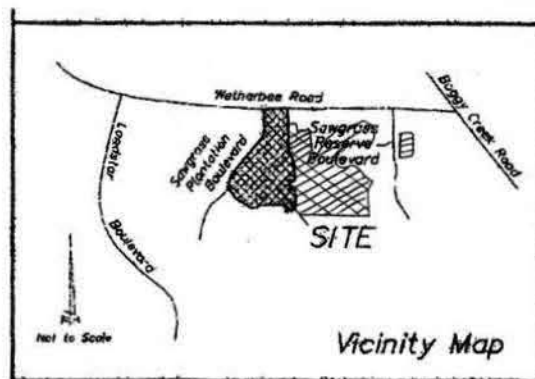
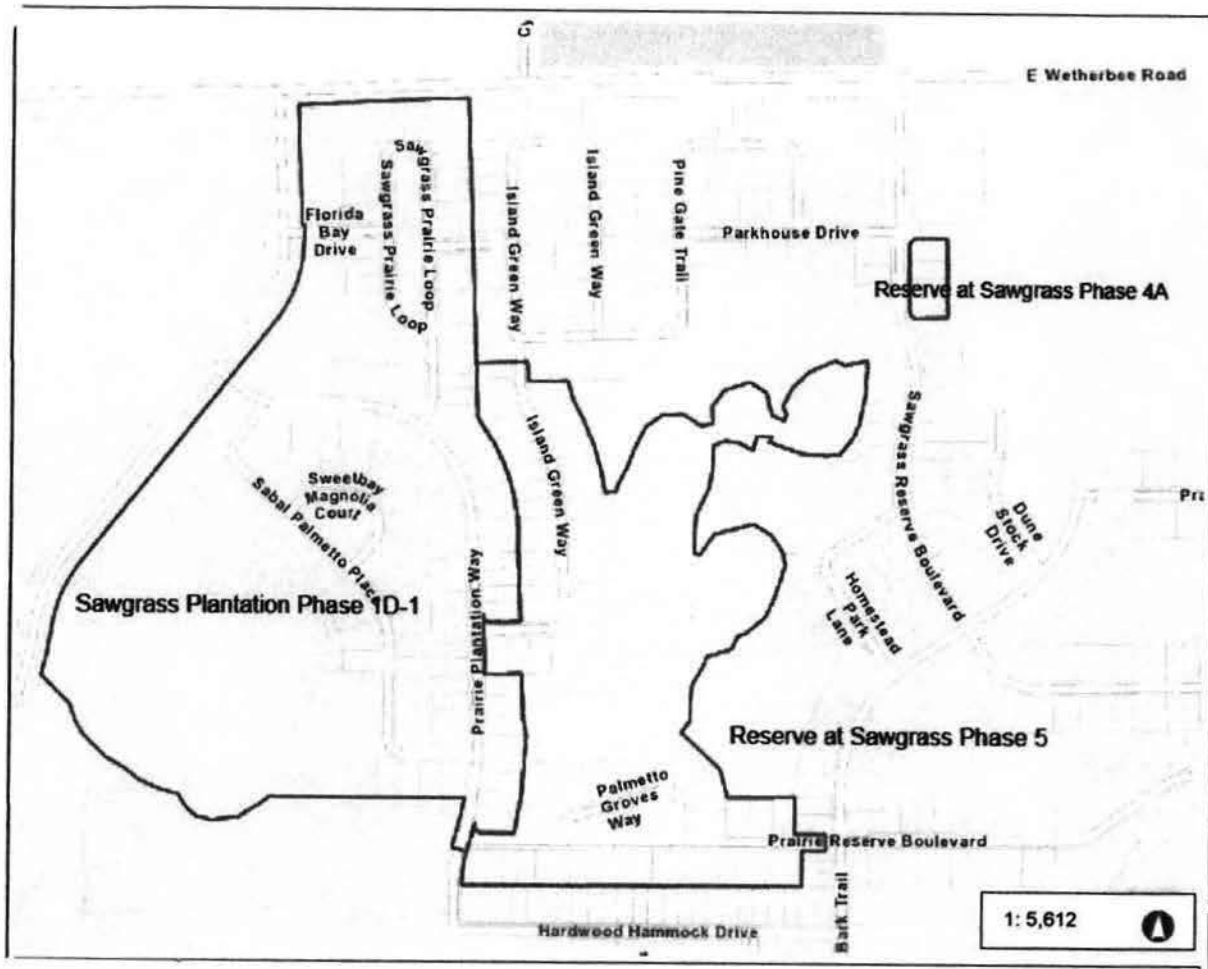
Report: The attached resolution will amend the existing MSBU. The amendment will add 4 lots from Reserve at Sawgrass Phase 4A, 61 lots from Reserve at Sawgrass Phase 5 and 119 lots from Sawgrass Plantation Phase 1D-1. This will allow all of the 465 lots to be assessed for streetlighting.

Streetlighting: The streetlighting inventory will consist of 175 - 100 watt decorative acorn (washington) fixtures with 175 - 12 foot single aluminum poles and 16 - 100 watt acorn (washington) fixtures with 8 - 12 foot dual aluminum poles. The estimated assessment for the amending MSBU for streetlighting is \$110.00 per lot, per year. Last year's assessment was \$168.00 per lot.

Effective Date: The amending MSBU would be effective November 1, 2016.

Action Requested: Approval of attached resolution.

# Reserve at Sawgrass and Sawgrass Plantation Areas





**RESOLUTION  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
AMENDING AND RESTATING A  
MUNICIPAL SERVICE BENEFIT UNIT  
FOR STREETLIGHTING  
FOR**

**Reserve at Sawgrass and  
Sawgrass Plantation Areas  
11/2016**

WHEREAS, Section 125.01 (1) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County, and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board"), is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, by the Resolution dated April 7, 2015, the Board established the Reserve at Sawgrass Phases 1, 2 and 3 11/2015 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for streetlighting (hereinafter known as the "Resolution"), said Resolution being recorded in Official Records Book 10904, Pages 8043 through 8047, Public Records of Orange County, Florida; and

WHEREAS, the County has now received a request, in writing, from Jeremy Camp of Beazer Homes Orlando Office and David Baselice of CalAtlantic Homes (Formerly The Ryland Group, Inc) (hereinafter known as the "Developer") for the amendment of such Resolution to combine and include the subdivisions which are more fully described as shown in Exhibit "A" of this resolution and in that portion of the unincorporated area of Orange County and to increase the existing streetlighting inventory from 101 - 100 watt high pressure sodium decorative acorn (washington) fixtures with 101 - 12 foot single poles and 16 - 100 watt high pressure sodium acorn (washington) fixtures with 8 - 12 foot dual aluminum poles to 175 - 100 watt high pressure sodium decorative acorn (washington) fixtures with 175 - 12 foot single poles and 16 - 100 watt high pressure sodium acorn (washington) fixtures with 8 - 12 foot dual aluminum poles; and

WHEREAS, this Board has determined that the amendment and restatement of the existing MSBU, the purpose of which is to combine and include the subdivisions which are more fully described below and to increase the existing streetlighting inventory as requested by the Developer, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired and in the public interest, and that the properties will be benefited, now and in the future, and that the existing MSBU should be

**RECORDING DEPARTMENT: RETURN TO FINANCE & ACCOUNTING SPECIAL ASSESSMENTS**

amended and restated to combine said subdivisions and to increase the existing streetlighting inventory; and

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

1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.

2. The **Reserve at Sawgrass Phases 1, 2 and 3 11/2015** Resolution for streetlighting which is recorded in Official Records Book **10904**, Pages **8043 through 8047**, Public Records of Orange County, Florida, is hereby amended as the **Reserve at Sawgrass and Sawgrass Plantation Areas 11/2016** MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes. This MSBU is to combine and include said subdivisions, the boundaries of which appear on the recorded plats of **Reserve at Sawgrass and Sawgrass Plantation Areas** subdivisions, Plat Book, Pages, Section, Township, Range, and Lots as shown **Exhibit "A"** of this resolution, Public Records of Orange County, Florida and to increase the streetlighting inventory which is more fully described below as shown in **Exhibit "B"** of this resolution. The purpose of such MSBU is to provide for collection and disbursement by the County of such funds as may be necessary to pay the annual expense of standard operation and maintenance of streetlighting equipment within the MSBU, including energy charges, streetlighting fixtures, poles, wires, conduits, and all appurtenances necessary for such streetlighting, electrical services and current used in their operation, and for payment of administrative costs and appropriate reserves for cash balance. It is the understanding of the County that **Orlando Utilities Commission** is to construct, or has constructed in accordance with standards approved by the Orange County Public Works Division, all necessary streetlighting equipment at no expense to the County, prior to or during construction of those portions of Reserve at Sawgrass and Sawgrass Plantation Areas subdivisions as shown in Exhibit "A" of this resolution and that Orlando Utilities Commission will assume standard maintenance and operation of such equipment, subsequent to such construction, including computation of the annual and monthly charges for such standard maintenance and operation. Such equipment is to include **175 - 100 watt high pressure sodium decorative acorn (washington)** fixtures with **175 - 12 foot single poles at \$24.94** per unit, per month and **16 - 100 watt high pressure sodium acorn (washington)** fixtures with **8 - 12 foot dual aluminum poles at \$21.02** per unit, per month for a yearly rate of **\$55,789.79**, which includes energy costs and excludes the cost of administering the district as set out below, or at a rate or rates as may be set by the properly constituted legal authorities who control, govern and set the rates for Orlando Utilities Commission for the services described herein. It is further understood by the County that Orlando Utilities Commission may construct such streetlighting equipment only in those portions of the MSBU as may be necessary concurrent with the development of Reserve at Sawgrass and Sawgrass Plantation Areas subdivisions as shown in Exhibit "A" of this resolution and that the streetlighting district created herein will be operated only in such portions of the MSBU until such construction is completed in other portions of the MSBU; provided that if such construction is only to be in portions of such MSBU, a complete legal description of the portion or portions developed be filed with the Clerk of the Board. After presentation and approval by the Board, it is understood and agreed between the County and the Developer that (if applicable) as Reserve at Sawgrass and Sawgrass Plantation Areas subdivisions as shown in Exhibit "A" of this resolution expand the additional Additions, Phases, Sections, Units and/or etc., as the case may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration. **It is further understood that the revised contract between the County and Orlando Utilities Commission for Reserve at Sawgrass and Sawgrass Plantation Areas subdivisions as shown in Exhibit "A" of this resolution will not be effective until November 1, 2016.** Streetlights installed prior to this date are the responsibility of the developer and not the County. It is further understood that only 175 - 100 watt high pressure sodium

decorative acorn (washington) fixtures with 175 - 12 foot single poles at \$24.94 per unit, per month and 16 - 100 watt high pressure sodium acorn (washington) fixtures with 8 - 12 foot dual aluminum poles at \$21.02 per unit, per month are approved for this MSBU. Any additional streetlighting will be the responsibility of the developer.

3. Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, the Board shall determine the estimated non-ad valorem assessment amount required to pay the standard expense of maintaining and operating the streetlighting equipment in the MSBU. This non-ad valorem assessment is levied for the first time as of **November 1, 2016** and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenue generated by the assessment. The property owners within Reserve at Sawgrass and Sawgrass Plantation Areas subdivisions as shown in Exhibit "A" of this resolution shall pay any cost exceeding standard operating and maintenance expense as determined by the Board. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such assessments have been collected. The estimated annual cost of operating, maintaining, and administering such streetlighting equipment, including the establishment and maintenance of an appropriate reserve for cash balance, is **\$51,150.00** and the estimated annual charge to each individual freeholder is **\$110.00**. Proceeds of collection of such assessments as provided hereinafter put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

4. Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be owned by individual freeholders, according to the recorded plats of Reserve at Sawgrass and Sawgrass Plantation Areas subdivisions, Plat Books, and Pages as shown in Exhibit "A" of this resolution, such sums as shall be necessary to pay the estimated expense of the annual operation and maintenance of such streetlighting equipment and administration of the district and appropriate reserves for cash balance for paying expenses, provided that such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount towards such cost. After the adoption of the non-ad valorem special assessment by the Board, the Property Appraiser shall extend the assessment upon the non-ad valorem assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such



assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify the non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the said non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. Said non-ad valorem special assessments, when collected by the Tax Collector shall be remitted to the Board, who shall deposit the same in such depository as shall be designated by the Board who shall apply the same to monthly bills rendered by Orlando Utilities Commission, related administrative costs, and to the establishment and maintenance of an appropriate reserve for cash balance. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs for having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, Section 197.3632, Florida Statutes, will be used.

5. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector as provided by Florida Law.

6. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU assessments.

7. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

8. The Board of County Commissioners shall be the governing board of said Municipal Service Benefit Unit.

9. This resolution which amends and restates the Resolution recorded in Official Records Book 10904, Pages 8043 through 8047, is controlling and supersedes the Resolution recorded in Official Records Book 10904, Pages 8043 through 8047, Public Records of Orange County, Florida.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_  
ORANGE COUNTY MAYOR

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK

Reserve at Sawgrass and Sawgrass Plantation Areas  
Subdivisions  
Exhibit "A"

Subdivisions	Plat Book / Pages	Section Township Range Subcode	Lots / Blocks / Buildings / Tracts / Units	Total Lots
Reserve at Sawgrass Phase 1	80/126-130	19-24-30-7300	Lots 1-102	102
Reserve at Sawgrass Phase 2	82/38-39	19-24-30-7301	Lots 103-154	52
Reserve at Sawgrass Phase 3	83/44-48	20-24-30-7302	Lots 155-281	127
			Totals for 2015	281
<b>Reserve at Sawgrass Phase 5</b>	<b>87/26-29</b>	<b>19-24-30-7304</b>	<b>Lots 282-342</b>	<b>61</b>
<b>Reserve at Sawgrass Phase 4A</b>	<b>87/12</b>	<b>20-24-30-7303</b>	<b>Lots 343-346</b>	<b>4</b>
<b>Sawgrass Plantation Phase 1D-1</b>	<b>84/48-53</b>	<b>19-24-30-7613</b>	<b>Lots 1-119</b>	<b>119</b>
			Totals for 2016	465

Reserve at Sawgrass and Sawgrass Plantation Areas  
Inventory  
Exhibit "B"

Reserve at Sawgrass Phase 1	41 - 100 watt hps* decorative acorn (washington) fixtures with 41 - 12 foot single aluminum poles 16 - 100 watt hps* decorative acorn (washington) fixtures with 8 - 12 foot aluminum dual poles
Reserve at Sawgrass Phase 2	17 - 100 watt hps* decorative acorn (washington) fixtures with 17 - 12 foot single aluminum poles
Reserve at Sawgrass Phase 3	43 - 100 watt hps* decorative acorn (washington) fixtures with 43 - 12 foot single aluminum poles
Total for 2015	101 - 100 watt hps* decorative acorn (washington) fixtures with 101 - 12 foot single aluminum poles 16 - 100 watt hps* decorative acorn (washington) fixtures with 8 - 12 foot aluminum dual poles
<b>Sawgrass Plantation Phase 1D-1</b>	<b>51 - 100 watt hps* decorative acorn (washington) fixtures with 51 - 12 foot single aluminum poles</b>
<b>Reserve at Sawgrass Phase 5</b>	<b>23 - 100 watt hps* decorative acorn (washington) fixtures with 23 - 12 foot single aluminum poles</b>
<b>Total for 2016</b>	<b>175 - 100 watt hps* decorative acorn (washington) fixtures with 175 - 12 foot single aluminum poles</b> <b>16 - 100 watt hps* decorative acorn (washington) fixtures with 8 - 12 foot aluminum dual poles</b>

\*hps – high pressure sodium



OFFICE OF COMPTROLLER

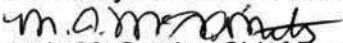
INTEROFFICE MEMO

ORANGE  
COUNTY  
FLORIDA

Martha O. Haynie, CPA  
County Comptroller  
Finance and Accounting Department  
Special Assessments  
P O Box 38  
Orlando, FL 32802  
Telephone: 407-836-5770  
Fax: 407-836-5753

Date: May 4, 2016

To: Mayor Teresa Jacobs  
and  
Board of County Commissioners

From:   
Margaret A. McGarrity, Chief Deputy Comptroller

Contact: Ann Troutman, 407-836-5770

Subject: Public Hearing to Establish a Municipal Service Benefit Unit (MSBU) for  
Maintenance of Retention Ponds

MSBU District: **Summerport Village Center Parcel CB-8 and Summerport Village  
Center Parcel CB-8 Phase 2**

Applicant: Andrew S Eitingon  
Shutts & Bowen LLP  
Developer

District: Commissioner Boyd, District 1

Report: The attached resolution will establish a MSBU for maintenance of  
retention ponds for Summerport Village Center Parcel CB-8 and  
Summerport Village Center Parcel CB-8 Phase 2, which consists of 10  
parcels.

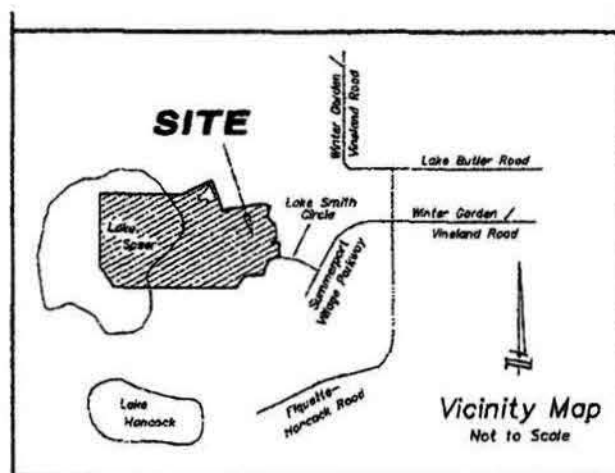
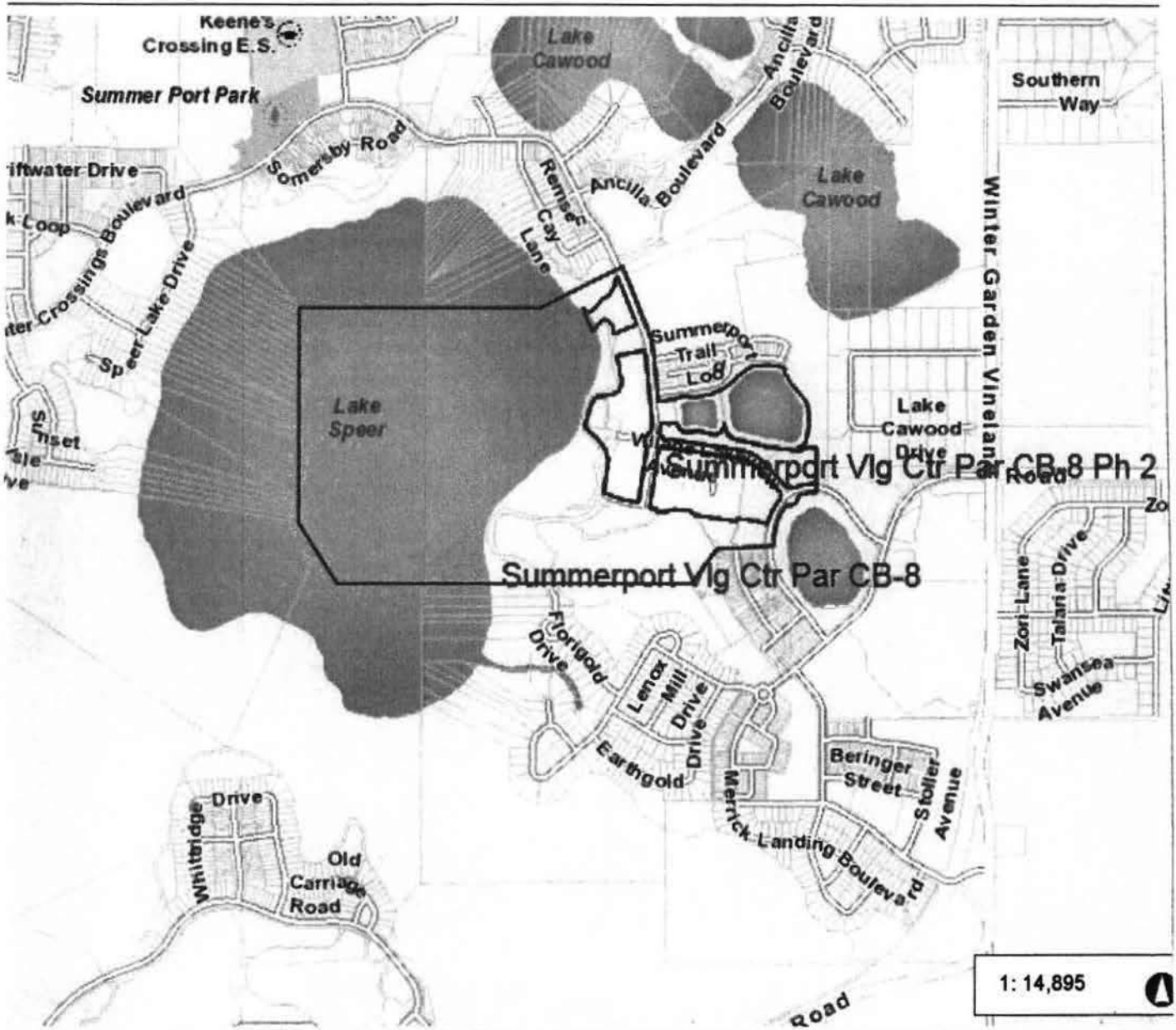
Retention Pond: The estimated assessment for the establishing MSBU for maintenance of  
retention ponds is \$77.00 per parcel, per year.

Effective Date: The establishing MSBU would be effective November 1, 2016.

Action Requested: Approval of attached resolution for maintenance of retention ponds.



# **Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2**



RESOLUTION  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
ESTABLISHING A  
MUNICIPAL SERVICE BENEFIT UNIT  
FOR MAINTENANCE OF  
RETENTION PONDS  
IN

**Summerport Village Center Parcel CB-8  
and Summerport Village Center  
Parcel CB-8 Phase 2  
11/2016**

**with County Dedicated Ponds  
with Commercial Association Dedicated Easements  
with Commercial Association Dedicated Ponds  
with County Dedicated Easements**

WHEREAS, Section 125.01 (01) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem special assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, the County has received a request, in writing, from Andrew S Eitingon (hereinafter known as the "Developer"), of Shutts & Bowen LLP for the establishment of such an MSBU in that portion of the unincorporated area of Orange County to be known as Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2 subdivisions and which are more fully described below and as shown in Exhibit "A" of this resolution; and

WHEREAS, the Board has determined that the establishment of an MSBU as requested by the Developer, the purpose of which is to provide for minimum maintenance of the county-dedicated retention ponds and to provide for minimum maintenance of Tracts **CB-8B, CB-8C, and CB-8D** of Summerport Village Center Parcel CB-8 and Tracts **CB-8E, C-4 and CV-2** of Summerport Village Center Parcel CB-8 Phase 2; Public Records of Orange County, Florida. As stated in the dedication of Plat Book 70, Page 76, for Summerport Village Center Parcel CB-8 **"Tracts "CB-8B", "CB-8C", and "CB-8D" are Stormwater Tracts...all are dedicated in fee simple to Orange County, Florida"** and in the Surveyor's Notes in Plat Book 70, Page 76 **"Surveyor's Notes:" " 6. "Tracts "CB-8B", "CB-8C", and "CB-8D" are Stormwater Tracts owned by Orange County with an easement for maintenance purposes only dedicated to the Commercial Association. The Commercial Association is responsible for all above ground aesthetic maintenance associated with these tracts including, but not limited to mowing, landscaping, recreational amenities,**

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etc.”. Also as stated in the dedication of Plat Book 82, Page 91 “do hereby dedicate said lands and plat...public drainage easements shown hereon to the perpetual use of the public” and in the Surveyor’s Notes in Plat Book 82, Page 91 “Surveyor’s Notes” “4. An emergency access easement over the private storm drainage conveyance system within Tracts CB-8E, C-4 and CV-2 and over the drainage easements shown hereon is hereby dedicated to Orange County for emergency maintenance purposes in the event inadequate maintenance of the storm drainage system created a hazard to the public’s health, safety, and general welfare. The emergency easement granted above does not impose any obligation, burden, responsibility or liability upon Orange County to enter upon the subject property and take any action to repair or maintain the private drainage system.” Together with this information and the other information pertaining to the operation of the proposed MSBU submitted therewith, the Board has determined that the establishment of an MSBU to be feasible, necessary to facilitate the services desired, and in the public interest, and that the properties within Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2 as shown in Exhibit “A” of this resolution will be benefited, now and in the future, and that the proposed MSBU should be created; and

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

1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
2. There is hereby established and created the **Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2 11/2016 MSBU**, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes, the boundaries of which appear on the recorded plats of **Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2** subdivisions, Plat Book 70, Pages 76 through 83 for **Summerport Village Center Parcel CB-8** and Plat Book 82, Pages 91 through 94 for **Summerport Village Center Parcel CB-8 Phase 2**, Sections 14, 15, 22 and 23, Township 23, Range 27, and Parcels as shown in **Exhibit "A"** of this resolution, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursal by the County of such funds to be used by the County as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention ponds located on Tracts **CB-8B, CB-8C and CB-8D of Summerport Village Center Parcel CB-8** subdivision, which ponds have been dedicated to Orange County with Commercial Associated Dedicated Easements on the plats thereof and constructed in accordance with standards approved by the Orange County Public Works Division and on the pond located on Tract **CB-8E** and for Tracts **C-4 and CV-2 (emergency access easement) of Summerport Village Center Parcel CB-8 Phase 2**, which ponds and tracts are owned by the Association and have easements dedicated to Orange County on the plats thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developer and the Association understands that this MSBU is created solely for the purpose of maintaining the retention ponds located on Tracts CB-8B, CB-8C and CB-8D of Summerport Village Center Parcel CB-8 and Tract CB-8E of Summerport Village Center Parcel CB-8 Phase 2 subdivisions, and that no other ponds or infrastructure improvements located within the Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2 subdivisions may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU and used by the County.



3. The County shall perform or cause to be performed minimum maintenance services on Tracts **CB-8B, CB-8C and CB-8D of Summerport Village Center Parcel CB-8** subdivision, which ponds have been dedicated to Orange County with an easement for maintenance purposes only dedicated to the Commercial Association on the plat for the retention pond areas, which maintenance shall be limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention ponds. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described herein.

4. The County shall perform or cause to be performed minimum maintenance services on Tract **CB-8E of Summerport Village Center Parcel CB-8 Phase 2** subdivision, which pond is owned by the Commercial Association and has an emergency access easement over the private storm drainage conveyance system with Tracts CB-8E, C-4 and CV-2 and over the drainage easements shown on the plat dedicated to Orange County in the retention pond areas, which maintenance may include but not limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention area, and/or equipment/tools and their maintenance and replacement needed for services described herein. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described.

5. Upon completion of construction of the retention ponds and the placement of those ponds into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention ponds in the MSBU. This non-ad valorem special assessment is levied for the first time as of **November 1, 2016**, and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the retention ponds. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such non-ad valorem special assessments have been collected. The estimated annual cost of operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance and periodic major repairs and improvements as needed on a rotation basis established by Public Works, is **\$770.00**, and the estimated annual non-ad valorem special assessment to each freeholder is **\$77.00**. Proceeds of collection of such non-ad valorem

special assessments as provided hereinafter are to be put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

6. Upon completion of construction of the retention ponds and the placement of those ponds into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention ponds and the administration of the MSBU. Such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad valorem special assessments upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessment may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197.3632, Florida Statutes, shall be used.

7. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.

8. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.

9. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time

and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

10. It is understood and agreed between the County and the Developer that (if applicable) as the Summerport Village Center Parcel CB-8 and Summerport Village Center Parcel CB-8 Phase 2 subdivisions expand, the additional Additions, Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.

11. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_  
ORANGE COUNTY MAYOR

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK

**Exhibit "A"**  
**Summerport Village Center Parcel CB-8**  
**Plat Book: 70 Pages 76-83 pertain to parcels listed below**

Parcel	Property Owner	Description	Tract	Assessment
15-23-27-8444-00-002	Orange County BCC	Lift Station	B	N/C
15-23-27-8444-02-001	Orange County BCC	Bike Path	BP-1	N/C
<b>15-23-27-8444-03-010</b>	<b>HARBCO Development LLC</b>	<b>Future Development</b>	<b>C-1</b>	<b>1</b>
15-23-27-8444-12-001	Summerport Village Center Residential LLC	Lake Speer	L-1	N/C
15-23-27-8444-12-002	Summerport Village Center Residential LLC	Lake Caruso	L-2	N/C
15-23-27-8444-16-001	Summerport Commercial Property Owners Association Inc.	Park	P-1	N/C
15-23-27-8444-16-002	Summerport Village Center Residential LLC	Park	P-2	N/C
15-23-27-8444-16-003	Summerport Village Center Residential LLC	Park	P-3	N/C
<b>15-23-27-8444-18-050</b>	<b>Windermere Property Owner LLC</b>	<b>Future Development</b>	<b>R-5</b>	<b>1</b>
<b>15-23-27-8444-22-030</b>	<b>Summerport Village Center Residential LLC</b>	<b>Future Development</b>	<b>CV-3</b>	<b>1</b>
15-23-27-8444-23-001	Summerport Village Center Residential LLC	Conservation	W-1	N/C
15-23-27-8444-23-002	Summerport Village Center Residential LLC	Conservation	W-2	N/C
15-23-27-8444-23-003	Summerport Village Center Residential LLC	Conservation	W-3	N/C
15-23-27-8444-32-082	Orange County BCC	Stormwater	CB-8B	N/C
15-23-27-8444-32-083	Orange County BCC	Stormwater	CB-8C	N/C
15-23-27-8444-32-084	Orange County BCC	Stormwater	CB-8D	N/C

**Summerport Village Center Parcel CB-8 Phase 2**  
**Plat Book: 82 Pages 91-94 pertain to parcels listed below**

Parcel	Property Owner	Description	Tract	Assessment
<b>15-23-27-8446-03-002</b>	<b>Summerport Village Center Commercial LLC</b>	<b>Future Development</b>	<b>C-2</b>	<b>1</b>
<b>15-23-27-8446-03-003</b>	<b>Summerport Village Center commercial LLC</b>	<b>Future Development</b>	<b>C-3</b>	<b>1</b>
<b>15-23-27-8446-03-004</b>	<b>Summerport Village Center commercial LLC</b>	<b>Future Development</b>	<b>C-4</b>	<b>1</b>
<b>15-23-27-8446-03-005</b>	<b>Summerport Village Center commercial LLC</b>	<b>Future Development</b>	<b>C-5</b>	<b>1</b>
15-23-27-8446-03-221	Summerport Commercial Property Owners Association Inc.	Future Development	CV-1	N/C
15-23-27-8446-03-222	Summerport Village Center Residential LLC	Future Development	CV-2	N/C
<b>15-23-27-8446-18-002</b>	<b>Gateway Windermere LLC</b>	<b>Apt Complex</b>	<b>R-2</b>	<b>1</b>
<b>15-23-27-8446-18-003</b>	<b>Gateway Windermere LLC</b>	<b>Apt Complex</b>	<b>R-3</b>	<b>1</b>
<b>15-23-27-8446-18-004</b>	<b>Gateway Windermere LLC</b>	<b>Apt Complex</b>	<b>R-4</b>	<b>1</b>
15-23-27-8446-32-025	Summerport Village Center Residential LLC	Stormwater Private Drainage	CB-8E	N/C
Total Tracts Assessed				10





OFFICE OF COMPTROLLER

INTEROFFICE MEMO

ORANGE  
COUNTY  
FLORIDA

Martha O. Haynie, CPA  
County Comptroller  
Finance and Accounting Department  
Special Assessments  
P O Box 38  
Orlando, FL 32802  
Telephone: 407-836-5770  
Fax: 407-836-5753

Date: May 4, 2016

To: Mayor Teresa Jacobs  
and  
Board of County Commissioners  
*m. a. mcgarrity*

From: Margaret A. McGarrity, Chief Deputy Comptroller

Contact: Ann Troutman, 407-836-5770

Subject: Public Hearing to Amend the Municipal Service Benefit Unit (MSBU) for Streetlighting

MSBU District: **Village of Bridgewater Planned Development**

Applicants: David Baselice - The Ryland Group Inc. now known as CalAtlantic 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

District: Commissioner Boyd, District 1

Report: The attached resolution will amend the existing MSBU. The amendment will  
add 240 lots and tracts to the MSBU district. This will allow all of the 4,141 lots  
and tracts to be assessed for streetlighting.

Streetlighting: The streetlighting inventory will consist of 424 - 100 watt decorative ocala  
(acorn) fixtures, 255 - 16 foot single decorative victorian concrete poles, 56 - 16  
foot dual decorative victorian concrete poles, 55 - 16 foot single standard  
decorative colonial concrete poles, and 1 - 16 foot dual standard decorative  
colonial concrete pole. The estimated assessment for the amending MSBU for  
streetlighting is \$32.00 per lot, per year. Last year's assessment was \$35.00  
per lot.

Effective Date: The amending MSBU would be effective November 1, 2016.

Action Requested: Approval of attached resolution.

Map: Due to the large size of the Village of Bridgewater Planned Development, a  
map of the area is not attached.

RESOLUTION  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
AMENDING AND RESTATING A  
MUNICIPAL SERVICE BENEFIT UNIT  
FOR STREETLIGHTING  
FOR

**Village of Bridgewater  
Planned Development Master  
11/2016**

WHEREAS, Section 125.01 (1) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County, and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board"), is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, by the Resolution dated May 19, 2015, the Board established the Village of Bridgewater Planned Development 11/2015 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for streetlighting (hereinafter known as the "Resolution"), said Resolution being recorded in Official Records Book 10925, Pages 8131 through 8138, Public Records of Orange County, Florida; and

WHEREAS, the County has now received a request, in writing, from David Baselice with The Ryland Group, Inc. now known as CalAtlantic Homes; from Nick Gargas with Beazer Homes Corporation; Wayne Horowitz with KB Home Orlando, LLC; Dan Edwards with KB Home Orlando, LLC; John Valantis with KB Home Orlando, LLC; and James Bagley (hereinafter known as the "Developers") with Encore Summerport Builder, LLC for the amendment of such Resolution to combine and include the subdivisions which are more fully described below as shown in **Exhibit "A"** of this resolution and in that portion of the unincorporated area of Orange County and to increase the existing streetlighting inventory from 370 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures, 201 - 16 foot single decorative victorian concrete poles, 56 - 16 foot dual decorative victorian concrete poles, 55 - 16 foot single standard decorative colonial concrete poles, and 1 - 16 foot dual standard decorative colonial concrete pole to 424 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures, 255 - 16 foot single decorative victorian concrete poles, 56 - 16 foot dual decorative victorian concrete poles, 55 - 16 foot single standard decorative colonial concrete poles, and 1 - 16 foot dual standard decorative colonial concrete pole; and

WHEREAS, this Board has determined that the amendment and restatement of the existing MSBU, the purpose of which is to combine and include the subdivisions which are more fully described below as shown in **Exhibit "A"** of this resolution and to increase the existing streetlighting

RECORDING DEPARTMENT: RETURN TO FINANCE & ACCOUNTING SPECIAL ASSESSMENTS

inventory as shown in **Exhibit "B"** of this resolution as requested by the Developers, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired and in the public interest, and that the properties will be benefited, now and in the future, and that the existing MSBU should be amended and restated to combine said subdivisions and to increase the existing streetlighting inventory; and

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

1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
2. The **Village of Bridgewater Planned Development 11/2015** resolution for streetlighting which is recorded in Official Records Book **10925**, Pages **8131 through 8138**, Public Records of Orange County, Florida, is hereby amended as the **Village of Bridgewater Planned Development Master 11/2016** MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes. This MSBU is to combine and include said subdivisions as shown in **Exhibit "A"** of this resolution, the boundaries of which appear on the recorded plats of the subdivisions in Plat Books, Pages, Sections, Townships, Ranges, and Lots as shown in **Exhibit "A"** of this resolution, Public Records of Orange County, Florida and to increase the streetlighting inventory which is more fully described below and as shown in **Exhibit "B"** of this resolution. The purpose of such MSBU is to provide for collection and disbursal by the County of such funds as may be necessary to pay the annual expense of standard operation and maintenance of streetlighting equipment within the MSBU, including energy charges, streetlighting fixtures, poles, wires, conduits, and all appurtenances necessary for such streetlighting, electrical services and current used in their operation, and for payment of administrative costs and appropriate reserves for cash balance. It is the understanding of the County that **Duke Energy Florida, Inc.** is to construct, or has constructed in accordance with standards approved by the Orange County Public Works Division, all necessary streetlighting equipment at no expense to the County, prior to or during construction of those portions of Village of Bridgewater Planned Development Master subdivisions as shown in **Exhibit "A"** of this resolution and that Duke Energy Florida, Inc. will assume standard maintenance and operation of such equipment, subsequent to such construction, including computation of the annual and monthly charges for such standard maintenance and operation. Such equipment is to include **424 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures at \$13.48 per fixture, per month, 255 - 16 foot single decorative victorian concrete poles at \$13.07 per pole, per month, 56 - 16 foot dual decorative victorian concrete poles at \$18.06 per pole, per month, 55 - 16 foot single standard decorative colonial concrete poles at \$8.99 per pole, per month, and 1 - 16 foot dual standard decorative colonial concrete pole at \$13.35 per pole, per month for a yearly rate of \$129,995.26**, which includes energy costs and excludes the cost of administering the district as set out below, or at a rate or rates as may be set by the properly constituted legal authorities who control, govern and set the rates for Duke Energy Florida, Inc. for the services described herein. It is further understood by the County that Duke Energy Florida, Inc. may construct such streetlighting equipment only in those portions of the MSBU as may be necessary concurrent with the development of Village of Bridgewater Planned Development Master subdivisions as shown in **Exhibit "A"** of this resolution and that the streetlighting district created herein will be operated only in such portions of the MSBU until such construction is completed in other portions of the MSBU; provided that if such construction is only to be in portions of such MSBU, a complete legal description of the portion or portions developed be filed with the Clerk of the Board. After presentation and approval by the Board, it is understood and agreed between the County and the Developers that (if applicable) as Village of Bridgewater Planned Development Master subdivisions as shown in **Exhibit "A"** of this resolution expand the additional Additions, Phases, Sections, Units and/or etc., as the case may be permitted to join into this



Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration. **It is further understood that the revised contract between the County and Duke Energy Florida, Inc. for the Village of Bridgewater Planned Development Master district will not be effective until November 1, 2016.** Streetlights installed prior to this date are the responsibility of the developers and not the County. It is further understood that only 424 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures at \$13.48 per fixture, per month, 255 - 16 foot single decorative victorian concrete poles at \$13.07 per pole per month, 56 - 16 foot dual decorative victorian concrete poles at \$18.06 per pole, per month, 55 - 16 foot single standard decorative colonial concrete poles at \$8.99 per pole per month, and 1 - 16 foot dual standard decorative colonial concrete pole at \$13.35 per pole per month are approved for this MSBU. Any additional streetlighting will be the responsibility of the developers.

3. Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, the Board shall determine the estimated non-ad valorem assessment amount required to pay the standard expense of maintaining and operating the streetlighting equipment in the MSBU. This non-ad valorem assessment is levied for the first time as of **November 1, 2016** and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenue generated by the assessment. The property owners within Village of Bridgewater Planned Development Master subdivisions shall pay any cost exceeding standard operating and maintenance expense as determined by the Board. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such assessments have been collected. The estimated annual cost of operating, maintaining, and administering such streetlighting equipment, including the establishment and maintenance of an appropriate reserve for cash balance, is **\$132,512.00** and the estimated annual charge to each individual freeholder is **\$32.00**. Proceeds of collection of such assessments as provided hereinafter put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

4. Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be owned by individual freeholders, according to the recorded plats of Village of Bridgewater Planned Development Master subdivisions as shown in **Exhibit "A"** of this resolution, Plat Books and Pages as shown in **Exhibit "A"** of this resolution, such sums as shall be

necessary to pay the estimated expense of the annual operation and maintenance of such streetlighting equipment and administration of the district and appropriate reserves for cash balance for paying expenses, provided that such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount towards such cost. After the adoption of the non-ad valorem special assessment by the Board, the Property Appraiser shall extend the assessment upon the non-ad valorem assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify the non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the said non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. Said non-ad valorem special assessments, when collected by the Tax Collector shall be remitted to the Board, who shall deposit the same in such depository as shall be designated by the Board who shall apply the same to monthly bills rendered by Duke Energy Florida, Inc., related administrative costs, and to the establishment and maintenance of an appropriate reserve for cash balance. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs for having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, Section 197.3632, Florida Statutes, will be used.

5. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector as provided by Florida Law.

6. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU assessments.

7. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

8. The Board of County Commissioners shall be the governing board of said Municipal Service Benefit Unit.

9. This resolution which amends and restates the Resolution recorded in Official Records Book 10925 Pages 8131 through 8138, is controlling and supersedes the Resolution recorded in Official Records Book 10925 Pages 8131 through 8138, Public Records of Orange County, Florida.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_  
ORANGE COUNTY MAYOR

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK

Exhibit "A"  
Village of Bridgewater Planned Development  
Subdivisions

Subdivision Name	Section Township Range Subcode	Plat Book / Page(s)	Property Boundaries	# of Lots
Eden Isle	22-23-27-1527	52/9-18	Lots 1 through 22 Lots 25 through 34 Lots 37 through 175	22 10 139
Merrick Landing	23-23-27-5524	52/81-85	Lots 1 through 80	80
Summerport Village Center Phase 1	23-23-27-8445	52/5-8	Lots 1 and 2	6
Summerport Phase 1	10-23-27-8389	53/1-8	Lots 1 through 178	178
Summerport Phase 2	10-23-27-8390 15-23-27	54/104-111	Lots 1 through 118	118
Summerport Phase 3	11-23-27 14-23-27-8393 15-23-27	56/9-17	Lots 1 through 267	267

Exhibit "A"  
Village of Bridgewater Planned Development  
Subdivisions

Subdivision Name	Section Township Range Subcode	Plat Book / Page(s)	Property Boundaries	# of Lots
Summerport Phase 4	15-23-27-8391	55/26-33	Lots 1 through 110	110
Summerport Phase 5	10-23-27-8394 11-23-27 15-23-27	58/124-134	Lots 1 through 294	294
Signature Lakes Parcel 1A	22-23-27-8123 23-23-27 27-23-27	59/37-43	Lots 1 through 197 Tracts H through J Future Development	197 3
Signature Lakes Parcel 1B	22-23-27-8124 27-23-27	60/51-57	Lots 198 through 372	175
Signature Lakes Parcel 1C	27-23-27-8125	60/102-113	Lots 373 through 664 Tracts F through I Future Development	292 4
Tennyson Park at Summerport	15-23-27-8473	61/120-125	Lots 1 through 82	82
Eden's Hammock	14-23-27 15-23-27-1540	62/134-143	Lots 1 through 140	140
Signature Lakes Parcel 1D Phase 1	27-23-27-8128	65/133-136	Lots 744 through 893	150
Signature Lakes Parcel 1D Phase 2	21-23-27 27-23-27 28-23-27-8129	65/137-143	Lots 665 through 743	79
Southbridge Village	23-23-27-8221	67/108-114	Lots 1 through 96	96
Eden Isle Boat Ramp	22-23-27-1530	56/96-97	Lots 23 and 24 Lots 35 and 36	2 2
Signature Lakes Phase 2	21-23-27-8132 22-23-27 28-23-27	69/93-112	Lots 894 through 1409 Tracts C through G Future Development	516 0
Signature Lakes Phase 3B-1	15-23-27-8133 16-23-27 21-23-27 22-23-27	79/6-12	Lots 1590 through 1651	62
Signature Lakes Phases 3B-2 and 3B-3	15-23-27-8134 22-23-27	80/83-92	Lots 1652 through 1715	64
Stillwater Crossings Parcel SC-13 Phase 1	10-23-27 15-23-27-8150	79/ 91-94	1 through 54 Tract M Future Development	54 0
Summerport Village Center Parcel CB-8	14-23-27 15-23-27-8444 22-23-27 23-23-27	70/76-83	Tract C-1 Tracts C-2 through C-8 Future Development Tracts R-1 through R-4 Tract R-5 Future Development Tracts CV-1 and CV-2 Tract CV-3 Future Development	1 0 0 1 0 0 1



Exhibit "A"  
Village of Bridgewater Planned Development  
Subdivisions

Subdivision Name	Section Township Range Subcode	Plat Book / Page(s)	Property Boundaries	# of Lots
Vineyards of Horizons West Phase 1A	23-23-27-8700	78/ 78-80	Lots 1 through 12 Tract FD-1 Future Development	12 0
Vineyards of Horizons West Phase 1B	23-23-27-8701	79/ 54-59	Lots 1 through 80 Tract FD-1 Future Development	80 0
Orchard Hills Phase 1	09-23-27-5844	81/18-27	Lots 1 through 223	223
Vineyards of Horizons West Phase 2A	23-23-27-8702	81/108-112	Lots 1 through 64 Tract FD-1 Future Development	64 1
Stillwater Crossings Parcel SC-13 Phase 2	15-23-27-8151	82/71-73	Lots 55 through 82	28
Summerport Village Center Parcel CB-8 Phase 2	14-23-27 15-23-27-8446 22-23-27 23-23-27	82/91-94	Tracts C-2 through C-5 Tracts R-2 through R-4 Tracts CV-1 and CV-2 Future Development	4 3 0
Signature Lakes Phase 2A	21-23-27-8130	82/108-110	Lots 1 through 42	42
Summerport Trail	14-23-27-8430 15-23-27	82/129-130	Lots 1 through 15 Tracts A through D Future Development	15 0
Signature Lakes Phase 3B-6	15-23-27-8136	83/8-13	Lots 1716 through 1823	108
Signature Lakes Phase 3B-4, 3B-5 and 3B-7	15-23-27 16-23-27-8135	83/27-33	Lots 1824 through 1999	176
<b>Total for 11/2015</b>				<b>3,901</b>
<b>Orchard Hills Phase 2</b>	<b>15-23-27-5849 16-23-27</b>	<b>85/35-45</b>	<b>Lots 224 through 371 Tracts FD-1 through FD-3 Future Development</b>	<b>148 3</b>
<b>Orchard Park at Stillwater Crossing</b>	<b>09-23-27-5848</b>	<b>84/89-90</b>	<b>Lots 1 through 16</b>	<b>16</b>
<b>Orchard Park at Stillwater Crossing Phase 2</b>	<b>09-23-27-5850</b>	<b>86/35-38</b>	<b>Lots 17 through 64</b>	<b>48</b>
<b>Orchard Park at Stillwater Crossing Phase 2A</b>	<b>09-23-27-5861</b>	<b>86/143</b>	<b>Tract R-1 Recreation - N/C -HOA</b>	<b>0</b>
<b>Summerport Trail – Phase 2</b>	<b>14-23-27-8431 15-23-27</b>	<b>85/64-65</b>	<b>Lots 16 through 40</b>	<b>25</b>
<b>Total for 2016</b>				<b>4,141</b>

Exhibit "B"  
Village of Bridgewater Master Roads  
Inventory

Road Areas	Fixtures and Poles
Merrick Landing Merrick Landing Boulevard	6 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 6 - 16 foot single standard decorative colonial concrete poles
Summerport Village Center Phase 1 Summerport Village Parkway	32 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 20 - 16 foot single decorative victorian concrete poles 6 - 16 foot dual decorative victorian concrete poles
Eden Isle Summerport Village Parkway	7 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 5 - 16 foot single standard decorative colonial concrete poles 1 - 16 foot dual standard decorative colonial concrete pole
Summerport Phase 3 Ancilla Boulevard	27 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 27 - 16 foot single decorative victorian concrete pole
Tennyson Park at Summerport Bridgewater Crossing Boulevard	16 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 16 - 16 foot single standard decorative colonial concrete poles
Eden's Hammock Ancilla Boulevard  Bridgewater Crossing Boulevard	6 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 6 - 16 foot single standard decorative colonial concrete poles 19 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 19 - 16 foot single standard decorative colonial concrete poles
Signature Lakes Parcel 1A New Independence Parkway	85 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 9 - 16 foot single decorative victorian concrete poles 38 - 16 foot dual decorative victorian concrete poles
Signature Lakes Parcel 1B New Independence Parkway	22 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 22 - 16 foot single decorative victorian concrete poles
Signature Lakes Parcel 1C New Independence Parkway	14 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 14 - 16 foot single decorative victorian concrete poles (Removed 1 light and 1 pole - school driveway conflict)
Signature Lakes Phase 2 New Independence Parkway  Schoolhouse Pond Road	53 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 29 - 16 foot single decorative victorian concrete poles 12 - 16 foot dual decorative victorian concrete poles 22 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 22 - 16 foot single decorative victorian concrete poles
Signature Lakes Phase 3B-1 Bridgewater Crossings Boulevard  Tiny Road/School House Road	7 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 7 - 16 foot single decorative victorian concrete poles 10 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 10 - 16 foot single decorative victorian concrete poles
Signature Lakes Phase 3B-2 & 3B-3 Bridgewater Crossings Boulevard	13 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 10 - 16 foot single decorative victorian concrete poles 3 - 16 foot single standard decorative colonial concrete poles

Exhibit "B"  
Village of Bridgewater Master Roads  
Inventory

Road Areas	Fixtures and Poles
Orchard Hills Phase 1 Orchard Hills Boulevard	27 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 27 - 16 foot single decorative victorian concrete poles
Summerport Trail Bridgewater Crossings Boulevard	3 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 3 - 16 foot single decorative victorian concrete poles
<b>Summerport Village Center Parcel CB-8 Phase 2 Bridgewater Crossing Boulevard  Village Lake Avenue</b>	<b>27 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 27 - 16 foot single decorative victorian concrete poles 28 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 28 - 16 foot single decorative victorian concrete poles</b>
TOTAL INVENTORY 11/2016	424 - 100 watt 9500 LHPS* decorative ocala (acorn) fixtures 255 - 16 foot single decorative victorian concrete poles 56 - 16 foot dual decorative victorian concrete poles 55 - 16 foot single standard decorative colonial concrete poles 1 - 16 foot dual standard decorative colonial concrete pole

LHPS\* - lumen high pressure sodium

OFFICE OF COMPTROLLER



INTEROFFICE MEMO

ORANGE  
COUNTY  
FLORIDA

Martha O. Haynie, CPA  
County Comptroller  
Finance and Accounting Department  
Special Assessments  
PO Box 38  
Orlando, FL 32802  
Telephone: 407-836-5770  
Fax: 407-836-5753

Date: May 5, 2016

To: Mayor Teresa Jacobs  
and  
Board of County Commissioners  
*M.A. McGarrity*

From: Margaret A McGarrity, Chief Deputy Comptroller

Contact Person: Ann Troutman, 407-836-5770

Subject: Public Hearing to Approve a Resolution for Collection of Special  
Assessment Liens for **Lot Cleaning**

Applicant: Orange County Code Enforcement

District: All Districts

Report: Orange County Code Enforcement is requesting the approval of a  
resolution for collection of Special Assessment liens for Lot  
Cleaning as a one-time only assessment to be placed on the  
November 2016 real estate bill for lot cleaning expenses incurred  
by Orange County. The lot cleaning assessments are for parcels  
located in various parts of Orange County. The one-time cost for  
each parcel is shown in Exhibit "A" of the Resolution.

Effective Date: These Special Assessments liens would be assessed on the  
November 2016 real estate tax bill as a one-time only assessment.

Action Requested: Approval of attached resolution.

**RESOLUTION  
OF THE  
BOARD OF COUNTY COMMISSIONERS  
FOR COLLECTION OF  
SPECIAL ASSESSMENT LIENS  
FOR  
LOT CLEANING**

**NOVEMBER 2016**

**Resolution No. 2016-M-20XX**

WHEREAS, Sections 125.01 and 197.3632, Florida Statutes, grants the Board of County Commissioners of Orange County (hereinafter known as the "Board") the power to levy and collect special assessments against benefited properties within unincorporated Orange County; and

WHEREAS, in accordance with Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, Sections 28-33, 28-34, 28-35, and 28-36, the code enforcement division manager ascertained that trash, junk, debris, nonliving plant material or excessive growth of grass or weeds had accumulated or been allowed to grow on properties utilized or zoned for residential, professional office, commercial or industrial use; and

WHEREAS, subject to and in compliance with the due process procedures specified in Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, Sections 28-38 and 28-39, the code enforcement division manager proceeded to enforce abatement of said nuisances by having such properties cleaned at Board expense; and

WHEREAS, under the authority of Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, Sections 28-40 the Board, and in compliance with prescribed public notice procedures, has previously adopted resolutions imposing special assessment liens against the subject properties and caused such liens to be recorded in the Official Records of Orange County, Florida; and

WHEREAS, for such liens that still remain unpaid, more fully described in Exhibit "A" attached hereto and incorporated herein by reference, the Board desires to make collection under the Uniform Assessment Collection Act, pursuant to which it adopted on February 16, 2016 and subject to public hearing, a resolution giving notice of intent to use the uniform method of collection; and

WHEREAS, the Board has, pursuant to notice duly given both by mail and by publication, held a hearing at which all interested persons who appeared were heard or given an opportunity to be heard as to (a) the desirability of levying the special assessments hereinafter described, (b) the desirability of collecting the special assessments through the Uniform Assessment Collection Act, and (c) the amount to be assessed against each benefited property as more fully described in Exhibit "A"; and

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

**Section 1. Levy of Special Assessment Liens.**

RECORDING DEPARTMENT: RETURN TO FINANCE & ACCOUNTING SPECIAL ASSESSMENTS



The Board desires to affirm the levy of special assessment liens on the properties and in the respective amounts identified in Exhibit "A" attached hereto, which shall be promptly recorded in the Official Records of Orange County, Florida. The purpose of this resolution is to provide initial approval for collection by Orange County of such funds as may be necessary to reimburse the County for expenditures made for lot cleaning in Orange County, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes. These special assessment liens are created solely for the purpose of payment to cover the costs associated with the lot cleanings.

Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the uniform method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, but a public hearing notice, subject to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County four times preceding the public hearing.

## Section 2. Assessments.

Portion Paid by Assessments. The total costs in Exhibit "A" shall be paid from the proceeds of special assessments. The proceeds of the special assessments shall reimburse the County for its costs paid out of its general fund.

Manner of Assessment. Each property described in Exhibit "A" shall be assessed a one-time special assessment in the respective amount designated for such property as stated in Exhibit "A". This one-time special assessment includes the unpaid lot cleaning costs and administrative fees. The Board hereby finds that each such special assessment consists of the unpaid lot cleaning costs and administrative fees directly associated with each respective lot.

One-Time Assessment. Assessments will be a one-time special assessment, which includes administrative fees. The non-ad valorem special assessment will be levied for the first and only time as of **November 1, 2016**.

Collection of Assessments. It is the intent of Orange County that the special assessments imposed hereby shall be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. One and one-half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover administrative costs and an additional amount will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provisions of Section 197.3632, Florida Statutes.

## Section 3. Assessed Lands; Individual Assessments.

The properties to be assessed are more fully described in Exhibit "A". In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the special assessment lien.

Upon adoption of this resolution by the Board, the Property Appraiser shall extend the unpaid special assessments upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as a Board of Tax Adjustment, during which time such special assessments may be protested, reviewed, equalized and adjusted in conformance with the provisions of Sections 197.3632 and 197.3635, Florida Statutes. At such time, the Board will, subject to public hearing, adopt in final form the non-ad valorem special assessment roll. After adoption, the Board shall certify the final non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County taxes. Said non-ad valorem special assessments, when collected by the Tax Collector shall be remitted to said Board, who shall deposit the same in such depositories as shall be designated by the Board. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs for having the non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates.

Section 4. General Provisions.

Evidence of Payment. Payment in full of the special assessment imposed against each property as described in Exhibit "A" shall operate as a release of the special assessment lien upon such property. A satisfaction of lien shall be recorded.

Severability. If any clause, section or provision of this resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

Effective Date. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: \_\_\_\_\_  
ORANGE COUNTY MAYOR

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK



EXHIBIT "A" 11/2016  
SPECIAL ASSESSMENTS LOT CLEANING LIENS

Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 13-0775	02-22-30-0309-00-370 ARROWHEAD COVE UNIT 2 3/114 LOT 37 (LESS W 500 FT OF SE1/4 OF NE1/4 OF SEC 02-22-30)	CANTLEY GORDON 7869 BROKEN ARROW TRL WINTER PARK, FL 32792	98.40
LC 13-0884	22-22-27-9188-02-280 WESTCHESTER PLACE Q/141 LOT 28 BLK B	KELSEY PHILIP A KELSEY JANET PO BOX 1006 GOTHA, FL 34734	204.21
LC 13-0902	03-23-29-0180-13-210 ANGEBILT ADDITION H/79 LOT 21 BLK 13	ALUMNI PARTNERS II LLC PO BOX 52890 SARASOTA, FL 34232	342.12
LC 13-0914	32-22-29-9006-06-070 WASHINGTON PARK SECTION TWO S/143 LOT 7 BLK F	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	385.29
LC 13-0919	32-22-29-9004-08-160 WASHINGTON PARK SECTION ONE O/151 LOT 16 BLK 8	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	147.63
LC 13-0921	36-21-28-5203-01-470 LONG LAKE SUB W/110 LOT 47 BLK A	SMITH LORNE R DIRKER-SMITH NICOLE 7321 ARMSTRONG RD ORLANDO, FL 32810	286.31
LC 13-0923	30-23-29-8554-10-060 TANGELO PARK SECTION TWO X/10 LOT 6 BLK 10	BAILEY MARY C 7518 POMELO DR ORLANDO, FL 32819	126.87
LC 13-0951	07-22-29-5174-03-240 LONDONDERRY HILLS SECTION TWO W/149 LOT 24 BLK C	GMAC MORTGAGE PO BOX 4622 WATERLOO, IA 50704	143.91
LC 13-0955	03-23-29-1402-07-420 CLEAR LAKE VIEWS J/145 LOTS 42 43 & 44 BLK 7	RODRIGUEZ JOSE TRUSTEE 2224 HOFFNER AVE BELLE ISLE, FL 32809	275.24
LC 13-0958	03-23-29-1402-02-130 CLEAR LAKE VIEWS J/145 LOT 13 & W 20 FT OF LOT 12 BLK 2	ZAHN LEWIS D 2520 CONLEY DR CUMMING, GA 30040	130.88
LC 13-0982	07-22-29-7050-01-250 PINE RIDGE ESTATES W/81 LOT 25 BLK A	PARLIER THOMAS W 8642 A D MIMS RD ORLANDO, FL 32818	236.02
LC 13-0985	08-24-29-3184-01-690 GREEN BRIAR VILLAGE 9/101 LOT 169	MOODY ROBERT R JR 6577 HIDDEN BEACH CIR ORLANDO, FL 32819	306.56
LC 13-0990	19-22-29-6954-06-080 PINE HILLS SUB NO 8 T/68 LOT 8 BLK F	GARCIA REAL ESTATE INVESTMENTS INC 1720 HARRISON ST STE 1700 HOLLYWOOD, FL 33020	633.40
LC 13-0992	07-22-29-7432-00-140 ROLLING WOODS 2/132 LOT 14	HARTMAN DIANE 5695 DEERFIELD RD ORLANDO, FL 32808	117.63

EXHIBIT "A" 11/2016  
SPECIAL ASSESSMENTS LOT CLEANING LIENS

Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 13-0995	25-23-29-0000-00-067 BEG 33 FT N & 380 FT W OF SE COR OF SEC RUN N 13 DEG W 435.22 FT S 154.32 FT W 2.5 FT S 270 FT E 102.5 FT TO POB (LESS S 7 FT IN R/W) IN SEC 25-23-29	DEMETRO GEORGE MILLER DINA 3497 W US HIGHWAY 421 WILKESBORO, NC 28697-8643	122.59
LC 13-0997	19-22-29-6954-07-150 PINE HILLS SUB NO 8 T/68 LOT 15 BLK G	DEUTSCHE BANK NATIONAL TRUST CO TR 150 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212	139.97
LC 13-1009	34-21-29-1144-00-340 CAMPUS VIEW Q/107 LOTS 34 35 & 36	GRAY WALTER L JR 15709 KANAWHA CT ROCKVILLE, MD 20855	221.80
LC 13-1019	03-23-29-0180-14-170 ANGEBILT ADDITION H/79 LOTS 17 & 18 BLK 14	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	329.81
LC 13-1027	17-23-30-2959-00-380 GATLIN GROVE 8/16 LOT 38	LEWIS EDWARD R LEWIS JULIE A 2442 FIELDING CT ORLANDO, FL 32806	158.40
LC 13-1041	02-22-29-4068-02-200 JUSTAMERE CAMP REPLAT H/73 LOT 20 BLK B	2446 LOTAFUN LLC C/O WEBSTER AND PARTNERS PL 450 N WYMORE RD WINTER PARK, FL 32789	152.65
LC 13-1051	01-24-29-8516-40-910 8903/2359 INCOMPLETE LEGAL DESCRIPTION TAFT E/4 LOT 10 BLK C TIER 4	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	127.59
LC 13-1058	22-23-29-6208-04-130 ORANGE BLOSSOM TERRACE R/144 LOT 13 BLK D	DONG YI GOU 2021 ROSE BLVD ORLANDO, FL 32839	315.10
LC 13-1061	30-22-29-6426-12-030 ORLO VISTA TERRACE ANNEX N/96 LOTS 3 & 4 BLK L	LE HIEN N 2730 BOTANY AVE SARASOTA, FL 34239	563.82
LC 13-1064	03-23-29-1402-06-250 CLEAR LAKE VIEWS J/145 LOTS 25 THROUGH 29 BLK 6 (LESS W 26 FT THEREOF FOR R/W PER OR 4203/2710)	STEVEN GEORGE BRISSETT FAM TRUST STEVEN GEORGE BRISSETT PO BOX 560729 ORLANDO, FL 32856	279.97
LC 13-1070	32-22-29-8992-02-200 BOOKER WASHINGTON ESTATE P/97 LOT 20 BLK B	COUNTS GEORGE ADAMS 4411 COLLEGE DR ORLANDO, FL 32811	136.78
LC 13-1072	32-22-29-8992-04-100 BOOKER WASHINGTON ESTATE P/97 LOT 10 BLK D	RAMVALES INVESTMENTS INC 1427 VILLA HILL CT APOPKA, FL 32712	183.63
LC 13-1077	15-21-28-0932-02-110 BROOKS ADDITION TO APOPKA Q/37 LOTS 11 & 12 BLK B	TRAN THANG VAN 4500 CANARD RD MELBOURNE, FL 32934	128.88
LC 13-1091	16-22-31-1282-00-030 CHENEY HIGHWAY ACRES 1ST ADD X/91 LOT 3	KUEHNE KENNETH D KUEHNE TERESA L 20427 QUINLAN ST ORLANDO, FL 32833	248.40

EXHIBIT "A" 11/2016  
SPECIAL ASSESSMENTS LOT CLEANING LIENS

Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 13-1098	16-21-28-5500-00-160 MARDEN HEIGHTS 9/139 LOT 16	USTVREA LLC 5911 S FASHION BLVD STE 200 SALT LAKE CITY, UT 84107	170.78
LC 13-1104	14-23-29-4528-03-100 LAKE JESSAMINE SHORES R/41 LOT 10 BLK C	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	189.88
LC 13-1133	12-22-29-4076-08-200 KAROLINA ON KILLARNEY M/105 LOT 20 & E1/2 OF LOT 19 & W1/2 OF LOT 21 BLK H	DIEFENDERFER FRANK C III 518 N INDIAN RIVER RD NEW SMYRNA BEACH, FL 32169	214.47
LC 13-1135	03-23-29-0180-27-030 ANGEBILT ADDITION H/79 LOT 3 BLK 27	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	273.43
LC 13-1172	03-23-29-0180-19-021 ANGEBILT ADDITION H/79 THE N1/2 OF LOT 2 BLK 19	20TH904 TRUST 10524 MOSS PARK RD UNIT 204-225 ORLANDO, FL 32832	301.68
LC 13-1173	03-23-29-0180-27-220 ANGEBILT ADDITION H/79 LOT 22 BLK 27	CIRCLE B LLC C/O JONU MAYLE 4656 AUGUSTA HWY GILBERT, SC 29054	259.63
LC 13-1181	03-23-29-0182-88-181 ANGEBILT ADDITION NO 2 J/124 THE E1/2 OF LOT 18 & ALL LOT 19 BLK 88	GONZALEZ ALEJANDRA E 1207 35TH ST ORLANDO, FL 32805	1248.33
LC 13-1248	28-21-29-7500-01-190 RIVERSIDE WOODS 13/26 LOT 119	HOSSAIN ALAMGIR BEGUM SABERA 3408 SNOWBELL CT ORLANDO, FL 32810	343.44
LC 13-1259	05-23-30-3244-02-030 GROVE VILLA S/130 LOT 3 BLK B	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	478.39
LC 13-1272	30-21-29-8378-00-180 SUMMERFIELD ESTATES 10/80 LOT 18	FAMILY MORTGAGE INVESTMENT INC 2578 ENTERPRISE RD STE 962 ORANGE CITY, FL 32763	198.72
LC 13-1277	32-22-29-9006-01-150 WASHINGTON PARK SECTION TWO S/143 LOT 15 BLK A	LANE MICHAEL D 7311 HOUSTON AVE W WINTER PARK, FL 32792	199.72
LC 13-1283	29-21-28-6640-22-440 PARADISE HEIGHTS O/31 LOTS 44 & 45 BLK 22	MAUBAHAT PAUL 13026 131ST AVE JAMAICA, NY 11420	122.27
LC 13-1302	14-23-28-4656-00-390 LAKE MARSHA HIGHLANDS 2ND ADD 3/75 LOT 39	BHAWANIE INDRA 7849 BELVOIR DR ORLANDO, FL 32835	192.94

EXHIBIT "A" 11/2016  
SPECIAL ASSESSMENTS LOT CLEANING LIENS

Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 13-1309	06-23-30-3736-03-030 HOUR GLASS LAKE PARK H/130 LOTS 2 & 3 BLK C & SEE PARCEL 06-23-30-3736-00-001 FOR 1/38TH INT IN SUNRISE POINT COMMON AREA	ROSE ERNEST E ROSE BETTY 1809 S FERNCREEK AVE ORLANDO, FL 32806	155.80
LC 13-1387	03-23-29-0183-20-130 ANGEBILT ADDITION NO 2 J/124 LOT 13 BLK 110	NOLASCO ENRIQUE 1347 41ST ST APT 2 ORLANDO, FL 32839	257.56
LC 13-1412	08-23-30-3464-01-020 HEART O CONWAY N/83 LOT 2 BLK A	HEART O CONWAY L C C/O BRAD W ARENZ 3221 S CONWAY RD STE B ORLANDO, FL 32812	88.00
LC 13-1416	22-20-27-0000-00-019 BEG 406 FT N OF SE COR OF SE1/4 OF SW1/4 OF SE1/4 RUN N 128 FT W 331 FT S 128 FT E 331 FT TO POB (LESS N 113 FT OF E 211 FT THEREOF) & (LESS W 30 FT FOR RW) IN SEC 22- 20-27	HUERTA MARGARITO HUERTA DORA E 7026 HOLLY CREEK RD ZELLWOOD, FL 32798	341.68
LC 13-1423	29-21-28-6644-01-070 PARADISE HEIGHTS FIRST ADDITION O/72 LOTS 7 & 8 BLK 1 & THAT PT OF VAC ST LYING W THEREOF	MTAG CUSTODIAN PO BOX 409584 ATLANTA, GA 30384	167.90
LC 13-1500	11-23-29-4498-00-350 LAKE HOLDEN GROVE 7/123 LOT 35	EADS CHRISTOPHER E 211 MATILDA CT ORLANDO, FL 32806	271.74
LC 13-1512	03-23-29-0180-04-140 ANGEBILT ADDITION H/79 LOT 14 BLK 4	S W I S USA COMPANIES LLC 7925 W STATE ROAD 46 SANFORD, FL 32771	224.77
LC 13-1556	15-21-28-0000-00-109 BEG 551.67 FT E & 80 FT S OF NW COR OF NW1/4 OF SW1/4 W 151.67 FT S 50 FT E 163.33 FT N 12 DEG W 51.33 FT TO POB IN SEC 15-21-28 SEE 3487/1125	GILMORE ANNIE LEE 1306 S HIGHLAND AVE APOPKA, FL 32703	148.81
LC 13-1563	31-21-29-5644-00-290 MILLERS SUB L/68 LOT 29	SHANKS CHRISTINA & ATKINS LARRY M & SHANKS BRADLEY J 4713 MOORELAND ST ORLANDO, FL 32810	236.90
LC 13-1588	20-24-29-1810-01-001 CRYSTAL CREEK 36/149 TRACT A THAT PORTION OF TRACT A DESC AS COMM AT THE NE COR OF SAID TRACT A RUN S00-04-25E 416.45 FT TO POB TH CONT S00-04-25E 345 FT TO A CURVE CONCAVE NWLY RAD 50 FT CENT ANG 90-00-00 78.54 FT CHORD BEARING S44-55-35W TH S89- 55-35W	RACETRAC PETROLEUM INC 3225 CUMBERLAND BLVD SE STE 100 ATLANTA, GA 30339	1735.80



EXHIBIT "A" 11/2016  
SPECIAL ASSESSMENTS LOT CLEANING LIENS

Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 13-1616	28-22-28-6689-13-010 PARK RIDGE O/100 LOTS 1 & 2 BLK 13	ALPIZAR ADRIAN 537 NICHOLSON DR DAVENPORT, FL 33837	108.04
LC 13-1628	12-22-29-4076-08-200 KAROLINA ON KILLARNEY M/105 LOT 20 & E1/2 OF LOT 19 & W1/2 OF LOT 21 BLK H	DIEFENDERFER FRANK C III 518 N INDIAN RIVER RD NEW SMYRNA BEACH, FL 32169	300.38
LC 13-1629	04-22-29-2612-02-050 FAIRVIEW GARDENS K/39 LOTS 5 & 6 BLK B	NATIONSTAR MORTGAGE LLC 350 HIGHLAND DR LEWISVILLE, TX 75067	498.05
LC 13-1665	14-23-30-5240-02-010 LOS TERRANOS P/87 THE N 359.26 FT LOT 1 AS MEASURED ALONG W SIDE (LESS E 133.5 FT ALSO BEING THAT PT KNOWN AS GULFSTREAM SHORES 18/104 & LESS W 15 FT) BLK 2	BORRAS MANUEL T ESTATE C/O KENNETH LYNNE BORRAS 211 CADLONI LN APT A VALLEJO, CA 94591	980.42
LC 13-1669	21-22-30-4312-01-110 LAKE BARTON PARK M/16 LOTS 11 & 12 BLK A	MARTIN CLAUDE GROS GERARD 12701 S JOHN YOUNG PKWY STE 201 ORLANDO, FL 32837	237.96
LC 13-1670	24-22-30-0000-00-070 BEG 540 FT E OF NW COR OF NW1/4 OF SW1/4 RUN E 90 FT S 210 FT W 90 FT N 210 FT TO POB (LESS N 30 FT FOR RD R/W) IN SEC 24-22-30	LEWIS CLARENCE D C/O KATHERINE NIAD 133 CLAREMONT RD OAK RIDGE, TN 37830	246.40
LC 13-1674	23-23-29-2480-00-750 ELMERS ADDITION V/61 LOT 75	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	224.80
LC 13-1694	30-23-29-8552-01-300 TANGELO PARK SECTION ONE W/100 LOT 30 BLK 1	GARCIA GINA M 7706 AVIANO AVE ORLANDO, FL 32819	106.84
LC 13-1719	30-22-29-9226-09-010 WESTSIDE MANOR SECTION 1 W/56 LOT 1 BLK I	FRANCIS ARIEL 11121 ROMANCE CT WINTER GARDEN, FL 34787	233.28
LC 13-1746	33-22-28-3100-05-501 TOWN OF GOTH A/39 FROM SW COR OF NE1/4 RUN E ALONG S LINE OF BLK E 335 FT N 640.92 FT TO S R/W OF MORTON JONES RD TH E 125.12 FT FOR POB TH S 220 FT E 200 FT N 220 FT W 200 FT TO POB	HUBER RICHARD J COLLINS JOHN P PO BOX 644 GOTH A, FL 34734	564.17
LC 13-1755	22-20-27-6888-00-052 J T PICKETTS SUB B/50 W 162 FT OF N 155 FT OF S1/2 OF LOT 5 (LESS N 15 FT & W 40 FT THEREOF)	BANK OF AMERICA C/O ROBERTSON ANSCHUTZ AND SCHNEID 3010 N MILITARY TRL BOCA RATON, FL 33431	384.87
LC 13-1775	32-22-29-9006-02-181 WASHINGTON PARK SECTION TWO S/143 LOT 18 (LESS N 33 FT) BLK B	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	183.81

EXHIBIT "A" 11/2016  
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Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 13-1780	29-21-28-6640-22-460 PARADISE HEIGHTS O/31 LOTS 46 & 47 BLK 22	MAUBAHAT PAUL 13026 131ST AVE JAMAICA, NY 11420	113.23
LC 13-1782	29-21-28-6640-22-420 PARADISE HEIGHTS O/31 LOTS 42 & 43 BLK 22	MAUBAHAT PAUL 13026 131ST AVE JAMAICA, NY 11420	113.23
LC 13-1787	29-21-28-6640-22-440 PARADISE HEIGHTS O/31 LOTS 44 & 45 BLK 22	MAUBAHAT PAUL 13026 131ST AVE JAMAICA, NY 11420	113.23
LC 13-1812	19-22-31-1272-05-130 CHENEY HEIGHTS UNIT 1 REPLAT U/50 LOT 13 BLK E	POTTS SUSANN L 778 BRASELTON HWY LAWRENCEVILLE, GA 30043	90.03
LC 13-1832	27-22-30-0422-01-010 AZALEA PARK SECTION 23 U/81 LOT 1 BLK A	ECKLES JEFFREY M 2236 RIVER PARK CIR ORLANDO, FL 32817	177.22
LC 13-1834	03-23-29-0180-04-080 ANGEBILT ADDITION H/79 LOT 8 BLK 4	MCCOY JOHNNIE B JACKSON ADRIENNE 818 W MILLER ST ORLANDO, FL 32805	239.93
LC 13-1837	03-23-29-0180-21-120 ANGEBILT ADDITION H/79 LOT 12 BLK 21 IN SEC 2-23-29 NW1/4	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809	155.06
LC 13-1840	07-22-29-5174-03-240 LONDONDERRY HILLS SECTION TWO W/149 LOT 24 BLK C	GMAC MORTGAGE PO BOX 4622 WATERLOO, IA 50704	231.59
LC 13-1842	03-23-29-0180-13-100 ANGEBILT ADDITION H/79 LOT 10 BLK 13	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	128.52
LC 13-1845	03-23-29-0180-46-220 ANGEBILT ADDITION H/79 LOT 22 BLK 46	SALAZAR LUCRECIA TORRES JOSE 2122 W OAK RIDGE RD APT F ORLANDO, FL 32809	288.75
LC 13-1846	03-23-29-0180-36-210 ANGEBILT ADDITION H/79 LOTS 21 & 22 BLK 36	ENRIQUEZ JUAN R 1500 W MILLER AVE ORLANDO, FL 32805	202.77
LC 13-1852	07-22-29-5564-00-970 MEADOWBROOK ACRES V/105 LOT 97	INNISS LUCENE T 127 BELMONT ST ENGLEWOOD, NJ 07631	242.91
LC 13-1878	30-23-29-8554-10-060 TANGELO PARK SECTION TWO X/10 LOT 6 BLK 10	BAILEY MARY C 7518 POMELO DR ORLANDO, FL 32819	126.87
LC 13-1884	02-22-30-0309-00-370 ARROWHEAD COVE UNIT 2 3/114 LOT 37 (LESS W 500 FT OF SE1/4 OF NE1/4 OF SEC 02-22-30)	CANTLEY GORDON 7869 BROKEN ARROW TRL WINTER PARK, FL 32792	344.72
LC 14-0015	10-23-29-7429-04-008 RIO GRANDE TERRACE 1ST ADDITION W/74 THE N 100 FT OF S 220 FT BLK D	MUHAMMAD KAMROOL SOOKRAJ CASSANDRA 577 BELDEN HILL RD NORWALK, CT 06850	131.44

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Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 14-0036	14-23-28-4656-00-390 LAKE MARSHA HIGHLANDS 2ND ADD 3/75 LOT 39	BHAWANIE INDRA 7849 BELVOIR DR ORLANDO, FL 32835	188.81
LC 14-0041	21-21-28-0024-00-080 HILLSIDE ESTATES 2/130 LOT 8 & VAC R/W ON E	415 1ST STREET INC 301 HIDDEN LAKE DR SANFORD, FL 32773	125.81
LC 14-0057	28-21-29-7460-02-020 RIVERSIDE ACRES U/137 LOT 2 BLK B	GAINES STEPHANIE L 2808 DRAKE DR ORLANDO, FL 32810	152.71
LC 14-0059	06-21-28-0000-00-054 FROM NE COR OF NE1/4 OF SE1/4 RUN W 466.67 FT S 72.88 FT N 79 DEG W 240.46 FT FOR A POB TH N 79 DEG W 60 FT N 130.49 FT S 79 DEG E 60 FT S 130.49 FT TO POB IN SEC 06-21-28	DUNN FRED NATHAN 1643 SILVER FOX CIR APOPKA, FL 32712	157.08
LC 14-0076	17-22-29-5929-02-050 NORMANDY SHORES SECOND SECTION X/95 LOT 5 BLK B	BLACK FREDRICA 31 CHELMER RD LONDON, ENGLAND U K E96AY	121.29
LC 14-0080	19-22-29-6954-06-140 PINE HILLS SUB NO 8 T/68 LOT 14 BLK F	BANK OF AMERICA N A C/O LAW OFFCS OF ELIZABETH WELBORN PA/ ATTN VANESSA TORRES 350 JIM MORAN BLVD STE 100 DEERFIELD BEACH, FL 33442	495.13
LC 14-0085	13-22-28-7582-00-020 ROBINSWOOD HEIGHTS 5TH ADDITION 1/43 LOT 2	MCKINNEY ALPHONZO L MCKINNEY DEBRA M 6201 HOLIDAY HILL LN ORLANDO, FL 32808	123.55
LC 14-0091	03-23-29-0180-14-170 ANGEBILT ADDITION H/79 LOTS 17 & 18 BLK 14	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	321.50
LC 14-0095	03-23-29-0182-88-181 ANGEBILT ADDITION NO 2 J/124 THE E1/2 OF LOT 18 & ALL LOT 19 BLK 88	GONZALEZ ALEJANDRA E 1207 35TH ST ORLANDO, FL 32805	283.26
LC 14-0101	03-23-29-1402-02-320 CLEAR LAKE VIEWS J/145 LOTS 32 & 33 BLK 2	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	133.12
LC 14-0107	03-23-29-0180-27-220 ANGEBILT ADDITION H/79 LOT 22 BLK 27	CIRCLE B LLC C/O JONU MAYLE 4656 AUGUSTA HWY GILBERT, SC 29054	132.83
LC 14-0112	24-23-29-0192-32-030 W R ANNOS ADD TO PINECASTLE F/53 LOT 3 BLK 32	ISSAC LOUIS JEAN JULIEN SANTHIA PO BOX 560676 ORLANDO, FL 32856	172.44
LC 14-0120	24-22-28-6240-03-290 ORANGE HEIGHTS L/33 LOTS 4 THROUGH 14 & 29 THROUGH	SAROOP RAMDAT 10922 98TH ST OZONE PARK, NY 11417	2267.41



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	44 & W1/2 OF VAC ST LYING E OF LOTS 33 THROUGH 44 (LESS ST RD R/W ON S) BLK C & LOTS 3 THROUGH 16 & E1/2 OF VACATED ST LYING W OF SAID LOTS (LESS ST RD R/W ON S) BLK E (LESS PT TAKEN FOR R/W PER 9332/4899)		
LC 14-0127	03-23-29-0180-13-210 ANGEBILT ADDITION H/79 LOT 21 BLK 13	ALUMNI PARTNERS II LLC PO BOX 52890 SARASOTA, FL 34232	335.13
LC 14-0142	27-22-30-0382-18-070 AZALEA PARK SECTION TWO S/72 LOT 7 BLK R	ENCARNACION EDWARD F & ALEXAN GROUP 4409 HOFFNER AVE STE 402 BELLE ISLE, FL 32812	92.20
LC 14-0152	32-22-29-9004-08-150 WASHINGTON PARK SECTION ONE O/151 THE N 74.3 FT OF LOTS 14 & 15 BLK 8	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	240.44
LC 14-0158	24-22-30-2295-00-590 EAST DALE ACRES REPLAT X/116 LOT 59	RICHARDS JOHN R JR 2183 MARY LN PALM HARBOR, FL 34685	231.19
LC 14-0161	16-22-31-1282-00-030 CHENEY HIGHWAY ACRES 1ST ADD X/91 LOT 3	KUEHNE KENNETH D KUEHNE TERESA L 20427 QUINLAN ST ORLANDO, FL 32833	497.19
LC 14-0175	16-21-28-5500-00-160 MARDEN HEIGHTS 9/139 LOT 16	USTVREA LLC 5911 S FASHION BLVD STE 200 SALT LAKE CITY, UT 84107	254.84
LC 14-0192	03-23-29-0183-20-150 ANGEBILT ADDITION NO 2 J/124 LOT 15 BLK 110	TYNDALL LINDA 8651 WARWICK SHORE XING ORLANDO, FL 32829	116.87
LC 14-0207	03-23-29-0183-17-130 ANGEBILT ADDITION NO 2 J/124 LOT 13 BLK 107	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	184.15
LC 14-0222	32-21-29-0500-00-050 BARBARA TERRACE W/115 LOT 5	REYNOLDS BRENDA K CHILDREY 40 HAMBY RD CHATSWORTH, GA 30705	151.16
LC 14-0246	07-24-29-9359-03-110 WINDMILL POINTE 8/137 LOT 311	KERINS DESMOND M KERINS LORETTA A 84 GULLIVER ST MILTON, MA 02186	117.19
LC 14-0255	24-22-30-0000-00-070 BEG 540 FT E OF NW COR OF NW1/4 OF SW1/4 RUN E 90 FT S 210 FT W 90 FT N 210 FT TO POB (LESS N 30 FT FOR RD R/W) IN SEC 24-22-30	LEWIS CLARENCE D C/O KATHERINE NIAD 133 CLAREMONT RD OAK RIDGE, TN 37830	510.80
LC 14-0278	04-22-29-2612-05-030 FAIRVIEW GARDENS K/39 LOTS 3 & 4 BLK E (LESS E 10 FT RD R/W)	MALTESE ANTHONY 5216 4TH ST ORLANDO, FL 32810	177.02

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LC 14-0281	15-21-28-0932-02-110 BROOKS ADDITION TO APOPKA Q/37 LOTS 11 & 12 BLK B	TRAN THANG VAN 4500 CANARD RD MELBOURNE, FL 32934	233.71
LC 14-0285	08-24-29-3184-01-690 GREEN BRIAR VILLAGE 9/101 LOT 169	MOODY ROBERT R JR 6577 HIDDEN BEACH CIR ORLANDO, FL 32819	306.45
LC 14-0302	15-20-28-7616-00-080 ROCK SPRINGS PARK R/147 LOT 8	MOTT BRENDA/ SHELLEY VICKY HANBURY JULIA/ SHELLEY ROBERT 103 CROSSCREEK LN AUBURNDAL, FL 33823	519.80
LC 14-0309	03-23-29-0180-05-230 ANGEBILT ADDITION H/79 LOT 23 BLK 5	WAVERIDERS P L 700 LILLIAN DR ORLANDO, FL 32806	325.44
LC 14-0312	03-23-29-0180-31-090 ANGEBILT ADDITION H/79 LOT 9 BLK 31 SEE 2529/1889	LYNCH MILLIE R 830 23RD ST ORLANDO, FL 32805	314.24
LC 14-0315	03-23-29-0180-10-150 ANGEBILT ADDITION H/79 LOT 15 BLK 10	ARMSTRONG MATTHEW C PO BOX 1951 MAITLAND, FL 32794	306.56
LC 14-0318	03-23-29-0180-04-140 ANGEBILT ADDITION H/79 LOT 14 BLK 4	S W I S USA COMPANIES LLC 7925 W STATE ROAD 46 SANFORD, FL 32771	117.43
LC 14-0331	32-22-29-9006-06-070 WASHINGTON PARK SECTION TWO S/143 LOT 7 BLK F	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	267.63
LC 14-0333	32-22-29-4608-02-190 10499/7343 & 10415/4243 ERROR IN LEGAL DESC - 1ST ADDITION LAKE MANN SHORES Q/99 LOT 19 BLK B (LESS BEG NW COR OF LOT 19 RUN E 50 FT S 327.11 FT W 50 FT N 327.23 FT TO POB PT TAKEN FOR RETENTION AREA PER 4804/1286)	KASSYE TESFAI M C/O STEPHEN M STONE 725 N MAGNOLIA AVE ORLANDO, FL 32803	303.11
LC 14-0351	22-23-28-7828-07-170 SAND LAKE HILLS SECTION 7A 10/104 LOT 717	HAYCRAFT GREGORY S HAYCRAFT CLAUDIA 12854 JACOB GRACE CT WINDERMERE, FL 34786	144.74
LC 14-0354	32-22-29-9004-06-140 WASHINGTON PARK SECTION ONE O/151 LOT 14 BLK 6	PONDER LILLIE M 4040 RADFORD RD BARTOW, FL 33830	314.41
LC 14-0360	16-21-28-0000-00-067 N1/2 OF SW1/4 OF NE1/4 OF SE1/4 OF SE1/4 (LESS W 30 FT & N 30 FT FOR RD R/W) OF SEC 16-21-28	SNIIC THREE LLC PO BOX 561455 ORLANDO, FL 32856	588.84
LC 14-0378	36-22-28-6416-03-140 ORLO VISTA HEIGHTS K/139 LOT 14 BLK C	HAUPT RUTH E PO BOX 54 GOTHA, FL 34734	741.39

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LC 14-0380	36-22-28-6416-02-115 ORLO VISTA HEIGHTS K/139 LOT 12 BLK B	HAUPT RUTH E PO BOX 54 GOTHA, FL 34734	318.49
LC 14-0412	25-22-28-6424-08-100 ORLO VISTA TERRACE N/95 LOT 10 BLK H	BUTLER CHARLIE ESTATE ETAL C/O JESSIE MICHAEL ANDERSON 135 N JOHN ST ORLANDO, FL 32835	336.66
LC 14-0414	03-23-29-1402-04-320 CLEAR LAKE VIEWS J/145 LOTS 32 33 & 34 BLK 4	NELSON LINDA L 1333 19TH ST ORLANDO, FL 32805	183.36
LC 14-0417	26-22-28-3382-00-940 HARBOR POINT 9/94 LOT 94	ALAIE HOSSEIN PO BOX 2663 WINDERMERE, FL 34786	227.16
LC 14-0422	03-23-29-1402-03-360 CLEAR LAKE VIEWS J/145 LOTS 36 & 37 BLK 3	SULLIVAN DAVID A 1417 19TH ST ORLANDO, FL 32805	118.09
LC 14-0423	03-23-29-1402-02-130 CLEAR LAKE VIEWS J/145 LOT 13 & W 20 FT OF LOT 12 BLK 2	ZAHN LEWIS D 2520 CONLEY DR CUMMING, GA 30040	150.19
LC 14-0424	03-23-29-0180-60-210 ANGEBILT ADDITION H/79 LOT 21 BLK 60	SINGH DAVID SINGH FALIZA SALIM 13962 SMOKERISE CT ORLANDO, FL 32832	102.56
LC 14-0425	21-22-29-8352-01-160 STUART HOMES S/140 LOT 16 BLK A	ROBINSON BRENDA 1/9TH INT/ROBINSON JOHN 1/9TH INT/ROBINSON CHARLES 1/9TH INT/BENJAMIN BETTY 1/9TH INT/ ROBINSON EDDIE 1/9TH INT/ ROBINSON BOBBY 1/9TH INT/ KEITH AMY 1/9TH INT/ ROBINSON LINDA 1/9TH INT/ROBINSON JOANN 1/9TH INT 308 S 14TH ST APT A FORT PIERCE, FL 34950	139.52
LC 14-0440	03-23-29-1402-05-130 CLEAR LAKE VIEWS J/145 LOTS 13 & 14 BLK 5	FRONTLINE OUTREACH INC 3000 C R SMITH ST ORLANDO, FL 32805	190.90
LC 14-0443	19-22-29-6958-04-050 PINE HILLS SUB NO 10 T/84 LOT 5 BLK D	VERISA LLC SERIES 5 1327 ARLINGTON ST ORLANDO, FL 32805	98.71
LC 14-0456	11-23-29-4498-00-350 LAKE HOLDEN GROVE 7/123 LOT 35	EADS CHRISTOPHER E 211 MATILDA CT ORLANDO, FL 32806	230.19
LC 14-0460	03-23-29-0183-12-220 ANGEBILT ADDITION NO 2 J/124 LOT 22 & W1/2 LOT 23 BLK 102	VIAMONTES RENE 1223 43RD ST ORLANDO, FL 32839	200.61
LC 14-0466	26-23-29-8087-08-080 SKY LAKE UNIT FIVE 1/37 LOT 808	JAMES K BOWMAN ALDA E BOWMAN TRUST/C/O JAMES K BOWMAN TRUSTEE 2143 CRANDON AVE WINTER PARK, FL 32789	236.59
LC 14-0472	16-20-27-2912-00-041	RHODES EDDIE R	1054.94

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	GAINES SUB C/65 W 1/4 OF E 4/5 OF SE1/4 OF SW1/4 OF SW1/4 (LESS R/W)	1810 N HAMMON DR APOPKA, FL 32703	
LC 14-0474	30-22-29-9230-20-130 WESTSIDE MANOR SECTION 3 W/131 LOT 13 BLK T	SHORTER SHERYL D 711 N WILLISTON RD LOT 53 FLORENCE, SC 29506	211.71
LC 14-0478	32-22-29-9006-01-040 WASHINGTON PARK SECTION TWO S/143 LOT 4 BLK A	KASSYE TESFAI M 9351 LAKE FISCHER BLVD GOTHA, FL 34734	181.41
LC 14-0490	30-22-29-2744-03-090 FLEMING HEIGHTS O/74 LOTS 9 & 10 BLK C	HENRY TANAYA 1 GARDNERS LN ANSONIA, CT 06401	208.44
LC 14-0505	10-23-29-7420-02-040 RIO GRANDE SUB 2ND REPLAT U/48 LOT 4 BLK B	BROWN CLARENCE W BROWN ANNIE J 1331 42ND ST ORLANDO, FL 32839	792.86
LC 14-0509	03-23-29-0180-17-010 ANGEBILT ADDITION H/79 LOT 1 BLK 17	SEQUAR RAYMONA 8616 CHICORY CT ORLANDO, FL 32825	156.08
LC 14-0513	03-23-29-7435-05-190 RIO GRANDE TERRACE 5TH ADDITION X/81 LOT 19 BLK E	DEETJEN MAX L 1715 MONTVIEW ST ORLANDO, FL 32805	177.71
LC 14-0516	03-23-29-1402-10-220 CLEAR LAKE VIEWS J/145 LOTS 22 & 23 BLK 10 (LESS RD R/W ON W)	FOLLOWELL SHIRLEY A 1717 E KALEY AVE ORLANDO, FL 32806	142.58
LC 14-0519	03-23-29-0180-32-230 ANGEBILT ADDITION H/79 LOTS 23 & 24 BLK 32	CHRIST CENTERED CHRISTIAN CHURCH PO BOX 590385 ORLANDO, FL 32859	202.13
LC 14-0522	03-23-29-7435-05-220 RIO GRANDE TERRACE 5TH ADDITION X/81 LOT 22 BLK E	TOOMER CHARLIE F ESTATE C/O MINNIE S POPE 7203 UDINE AVE ORLANDO, FL 32819	164.53
LC 14-0523	26-22-28-3930-00-100 JACARANDA 6/55 LOT 10	MILMAN NANCY A 7125 TALLOWTREE LN ORLANDO, FL 32835	180.59
LC 14-0525	03-23-29-7435-05-180 RIO GRANDE TERRACE 5TH ADDITION X/81 LOT 18 BLK E	ESTRADA JUAN ESTRADA AURORA 11120 VIOLET CT RIVERSIDE, CA 92503	136.25
LC 14-0530	03-23-29-0180-73-210 ANGEBILT ADDITION H/79 LOT 21 BLK 73	DEOLDE WILLIAM J 1415 30TH ST ORLANDO, FL 32805	112.59
LC 14-0532	03-23-29-1402-10-200 CLEAR LAKE VIEWS J/145 LOTS 20 & 21 BLK 10 (LESS RD R/W ON W)	FOLLOWELL SHIRLEY A 1717 E KALEY AVE ORLANDO, FL 32806 ORLANDO, FL 32806	139.97
LC 14-0535	03-23-29-1402-07-420 CLEAR LAKE VIEWS J/145 LOTS 42 43 & 44 BLK 7	RODRIGUEZ JOSE TRUSTEE 2224 HOFFNER AVE BELLE ISLE, FL 32809	762.46



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LC 14-0542	10-23-29-7433-05-050 RIO GRANDE TERRACE 3RD ADD W/127 LOT 5 BLK E	JOHNSON MINNIE 3026 S RIO GRANDE AVE APT A ORLANDO, FL 32805	1318.54
LC 14-0551	03-23-29-0180-19-130 ANGEBILT ADDITION H/79 THE N 53 FT OF S 120 FT OF LOTS 13 & 14 BLK 19	YARCKIN ELLEN PO BOX 151234 ALTAMONTE SPRINGS, FL 32715	141.96
LC 14-0568	01-24-29-8516-40-909 TAFT E/4 LOT 9 BLK C TIER 4	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	147.99
LC 14-0569	01-24-29-8516-40-910 8903/2359 INCOMPLETE LEGAL DESCRIPTION TAFT E/4 LOT 10 BLK C TIER 4	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	232.77
LC 14-0571	03-23-29-0182-90-240 ANGEBILT ADDITION NO 2 J/124 LOT 24 BLK 90	CAMP LLLP 8401 SHADY GLEN DR ORLANDO, FL 32819	113.42
LC 14-0577	03-23-29-0183-17-130 ANGEBILT ADDITION NO 2 J/124 LOT 13 BLK 107	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	137.41
LC 14-0578	03-23-29-0180-13-210 ANGEBILT ADDITION H/79 LOT 21 BLK 13	ALUMNI PARTNERS II LLC PO BOX 52890 SARASOTA, FL 34232	333.06
LC 14-0579	03-23-29-7430-01-190 RIO GRANDE TERRACE SECOND ADD W/123 LOT 19 BLK A	RENE SAINT LUC 2412 RIO LN ORLANDO, FL 32805	1082.82
LC 14-0580	03-23-29-7430-01-060 RIO GRANDE TERRACE SECOND ADD W/123 LOT 6 BLK A	MEXIRA VERTULIA L MEXIRA LUCIEN 1623 24TH ST ORLANDO, FL 32805	172.38
LC 14-0581	03-23-29-0180-21-120 ANGEBILT ADDITION H/79 LOT 12 BLK 21 IN SEC 2-23-29 NW1/4	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809	136.55
LC 14-0582	36-22-28-6416-04-520 ORLO VISTA HEIGHTS K/139 LOT 52 BLK D	SOUTHEAST PROPERTY AND MANAGEMENT LLC 901 CHATTAHOOCHEE AVE NW STE A ATLANTA, GA 30318	193.97
LC 14-0583	03-23-29-7430-01-180 RIO GRANDE TERRACE SECOND ADD W/123 LOT 18 BLK A	NNADI GODWIN N 13412 SPLASH CT ORLANDO, FL 32828	165.34
LC 14-0584	03-23-29-1402-02-320 CLEAR LAKE VIEWS J/145 LOTS 32 & 33 BLK 2	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	128.52
LC 14-0595	03-23-29-0180-46-220 ANGEBILT ADDITION H/79	SALAZAR LUCRECIA TORRES JOSE	92.35

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	LOT 22 BLK 46	2122 W OAK RIDGE RD APT F ORLANDO, FL 32809	
LC 14-0596	03-23-29-0180-04-080 ANGEBILT ADDITION H/79 LOT 8 BLK 4	MCCOY JOHNNIE B JACKSON ADRIENNE 818 W MILLER ST ORLANDO, FL 32805	200.58
LC 14-0603	03-23-29-0180-07-010 ANGEBILT ADDITION H/79 LOT 1 & E1/2 LOT 2 BLK 7	FLORENCE E V FLORENCE SAMMIE W 1200 18TH ST ORLANDO, FL 32805	182.50
LC 14-0604	03-23-29-0180-13-100 ANGEBILT ADDITION H/79 LOT 10 BLK 13	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	132.65
LC 14-0605	03-23-29-0180-10-100 ANGEBILT ADDITION H/79 LOTS 10 & 11 BLK 10	GONZALEZ VICTOR H GONZALEZ ALEJANDRA E PO BOX 560697 ORLANDO, FL 32856	194.90
LC 14-0606	03-23-29-0182-88-171 ANGEBILT ADDITION NO 2 J/124 THE E 40 FT OF LOT 17 & W 25 FT OF LOT 18 BLK 88	SHELLEY LANDIS R 1211 35TH ST ORLANDO, FL 32805	167.52
LC 14-0607	34-21-29-1144-00-390 CAMPUS VIEW Q/107 LOTS 39 & 40	BURKE TAURIUS 430 LIME ST EATONVILLE, FL 32751	295.77
LC 14-0609	11-22-28-8064-01-050 SILVER RIDGE PHASE 2 15/72 LOT 105	STANLEY ERROLD 7650 WARDEN DR ORLANDO, FL 32818	157.33
LC 14-0631	03-23-29-0180-31-090 ANGEBILT ADDITION H/79 LOT 9 BLK 31 SEE 2529/1889	LYNCH MILLIE R 830 23RD ST ORLANDO, FL 32805	115.01
LC 14-0632	36-22-28-6416-04-530 ORLO VISTA HEIGHTS K/139 LOT 53 BLK D & THAT PT OF VAC R/W LYING SLY THEREOF PER 7009/1859 & THAT PART OF PLATTED LAKE LYING BETWEEN WEST LOT LINE EXTENDED SOUTH TO SOUTH LINE OF PLAT, AND LYING NWLY OF A LINE BEG 107.3 FT SOUTH OF THE NE COR OF LOT 53 BLK D EXTENDED AT A RIGHT A	R AND K HOMES AND CONSTRUCTION INC 1722 RACHELS RIDGE LOOP OCOE, FL 34761	741.85
LC 14-0643	16-21-28-6044-01-040 OAK LAWN FIRST ADDITION P/16 LOTS 4 5 & 6 & N 13.5 FT OF LOT 7 BLK 1	JACKSON GEORGE ESTATE C/O WILBURT R D HILL/ CLYDE JACKSON 3954 60TH ST UNIT 88 SAN DIEGO, CA 92115	277.48
LC 14-0648	32-21-29-6524-00-670 PALM HEIGHTS S/142 LOT 67	AMICI BELINDA A 5816 EDGEWATER DR ORLANDO, FL 32810	271.88
LC 14-0651	31-22-29-1800-04-080 L C COXS ADDITION R/42 LOT 8 BLK D	CITY STRUCTURES INVESTMENTS LLC 4514 CHAMBLEE DUNWOODY RD UNIT 123	122.33

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Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
		ATLANTA, GA 30338	
LC 14-0655	28-22-29-1764-01-153 COTTAGE HILL SUB G/83 S 54.5 FT OF N 218 FT LOT 15 BLK A	FIRST ORANGE REALTY INC 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	311.54
LC 14-0657	22-22-32-0712-14-720 BITHLO G/50 LOTS 72 THROUGH 76 IN BLK N IN SEC 27-22-32 NW1/4	MORGAN MARGARET 374 JEFFERSON AVE APT 4 CPE CPE CANAVERAL, FL 32920	189.16
LC 14-0661	34-22-29-1378-00-100 CLEAR LAKE GARDENS J/44 LOT 10	PIERRE LORETTE 1425 NW 192ND TER MIAMI, FL 33169-3444	1925.10
LC 14-0665	29-21-28-6640-19-420 PARADISE HEIGHTS O/31 LOTS 42 & 43 BLK 19	GUTIERREZ ROSARIO 3066 CAMERON DR KISSIMMEE, FL 34743-6085	161.16
LC 14-0673	34-22-28-7294-01-440 RAINTREE PLACE PHASE 2 17/57 LOT 144	COTTO ELIUD O 2636 SILKWOOD CIR APT 512 ORLANDO, FL 32818-3369	149.22
LC 14-0674	03-23-29-0180-39-140 ANGEBILT ADDITION H/79 LOT 14 BLK 39	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809-6841	132.65
LC 14-0676	03-23-29-0182-96-170 ANGEBILT ADDITION NO 2 J/124 LOT 17 & E 5 FT LOT 16 & W 25 FT LOT 18 BLK 96	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	194.72
LC 14-0678	03-23-29-0180-39-120 ANGEBILT ADDITION H/79 LOT 12 (LESS BEG 13.85 FT N OF SW COR THEREOF RUN ELY 8.33 FT NLY 40.2 FT WLY 7.9 FT S 40.2 FT TO POB) BLK 39	MENDING HEARTS CHARITIES INC PO BOX 560609 ORLANDO, FL 32856-0609	108.70
LC 14-0681	03-23-29-0180-27-030 ANGEBILT ADDITION H/79 LOT 3 BLK 27	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	130.53
LC 14-0683	03-23-29-0180-20-010 ANGEBILT ADDITION H/79 LOTS 1 & 2 BLK 20	COLEMAN WALTER E 2 W HOLDEN AVE ORLANDO, FL 32839-2004	223.88
LC 14-0693	03-23-29-0180-04-100 ANGEBILT ADDITION H/79 LOT 10 BLK 4	BIEMILLER JOHN R PO BOX 560609 ORLANDO, FL 32856-0609	144.49
LC 14-0710	15-24-29-9229-00-007 WHISPER LAKES UNIT 2 22/11 TRACT G (CONSERVATION AREA) (LESS PT TAKEN FOR RETENTION AREA PER 6518/683)	TOMPKINS HERITAGE HOMES INC 2850 WHISPER LAKES BLVD ORLANDO, FL 32837-6700	152.49
LC 14-0711	03-23-29-0180-39-010 ANGEBILT ADDITION H/79 LOT 1 BLK 39	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809-6841	143.63



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LC 14-0713	03-23-29-0180-46-050 ANGEBILT ADDITION H/79 LOT 5 BLK 46	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809-6841	120.38
LC 14-0714	20-23-29-8195-24-090 SOUTHWOOD SUB SECTION 4 X/82 LOT 9 BLK X	ROMERO CRISTINA 4520 RAVINNIA DR ORLANDO, FL 32809-4417	204.75
LC 14-0717	35-22-28-4464-03-010 LAKE HIAWASSA TERRACE REPLAT S/101 LOT 1 BLK 3 (SEE 35-22-28-0000-00-107 FOR 1/39 INT IN PARCEL B PER 2293/0856) & E1/2 OF VAC ST ON W PER 3110/1588	CREAMER OF ORLANDO L P 725 SAXBY AVE ORLANDO, FL 32835-1811	2099.80
LC 14-0721	03-23-29-0180-14-070 ANGEBILT ADDITION H/79 LOTS 17 & 18 BLK 14	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805-3133	412.54
LC 14-0725	30-23-29-8552-06-140 TANGELO PARK SECTION ONE W/100 LOT 14 BLK 6	INDAR DAVID 7640 APPLE TREE CIR ORLANDO, FL 32819-4637	152.86
LC 14-0727	03-23-29-0180-04-140 ANGEBILT ADDITION H/79 LOT 14 BLK 4	S W I S USA COMPANIES LLC 7925 W STATE ROAD 46 SANFORD, FL 32771-9272	115.37
LC 14-0728	25-22-28-6424-04-060 ORLO VISTA TERRACE N/95 LOT 6 (LESS W 5 FT FOR RD) BLK D	KHAN RAYMOND MOHINDRA YAMIN-KHAN BIBI SHALIMAR 56 WINTER RIDGE CIR ORLANDO, FL 32835-1073	238.43
LC 14-0729	03-23-29-0180-40-190 ANGEBILT ADDITION H/79 LOT 19 BLK 40	GHARIB KIBRAIL Z 979 TRAMELLS TRL KISSIMMEE, FL 34744-5427	118.14
LC 14-0733	03-23-29-0180-08-100 ANGEBILT ADDITION H/79 LOT 10 BLK 8	ALKUBAISI ABDULLA 1420 19TH ST ORLANDO, FL 32805-4416	159.75
LC 14-0735	25-22-28-6424-07-100 ORLO VISTA TERRACE N/95 LOT 10 BLK G (LESS W 5 FT FOR ST)	ELORRE KALVINCENT 2545 CLARINET DR ORLANDO, FL 32837-7062	368.67
LC 14-0740	36-22-28-6416-02-115 ORLO VISTA HEIGHTS K/139 LOT 12 BLK B	HAUPT RUTH E PO BOX 54 GOTHA, FL 34734-0054	358.24
LC 14-0741	25-22-28-0352-05-480 AVONDALE N/1 LOTS 48 & 49 BLK 5	NIEVES GLORIA R ESTATE GARCIA JENNIE 5825 W AMELIA ST ORLANDO, FL 32835-1192	302.38
LC 14-0743	03-23-29-0180-13-210 ANGEBILT ADDITION H/79 LOT 21 BLK 13	ALUMNI PARTNERS II LLC PO BOX 52890 SARASOTA, FL 34232-0324	133.94
LC 14-0747	34-22-29-1378-00-050 CLEAR LAKE GARDENS J/44 LOT 5	HAIMAN BARRY 2001 HOLLYWOOD BLVD STE 212 HOLLYWOOD, FL 33020-4536	276.93

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LC 14-0748	11-22-29-6180-03-010 OLYMPIA HEIGHTS ANNEX J/83 LOT 1 BLK C	VEIGLE CHARLES H SR 1/2 INT VEIGLE JAMES 1/2 INT 711 SHADOWMOSS CIR LAKE MARY, FL 32746-4423	187.88
LC 14-0749	03-23-29-0180-10-150 ANGEBILT ADDITION H/79 LOT 15 BLK 10	ARMSTRONG MATTHEW C 122 ROOSEVELT PL MAITLAND, FL 32751-3361	103.62
LC 14-0755	31-21-29-7416-03-110 RI MAR RIDGE W/27 LOT 11 BLK C	GILLETTE KEN 202 BRIGHTON WAY CASSELBERRY, FL 32707-5331	170.34
LC 14-0756	31-21-29-5644-00-332 MILLERS SUB L/68 THE E1/2 LOT 33	HILERME EDITH 447 ACACIA TREE WAY KISSIMMEE, FL 34758-3683	97.07
LC 14-0762	03-23-29-1402-07-400 CLEAR LAKE VIEWS J/145 LOTS 40 & 41 BLK 7	WARREN EDGAR WARREN LINDA A 1417 W KALEY ST ORLANDO, FL 32805-5243	129.41
LC 14-0777	11-23-28-0000-00-031 N 120 FT OF S 690 FT OF E 365 FT OF E1/2 OF SW1/4 (LESS E 50 FT FOR RD R/W) OF SEC 11-23-28	RAAD HIKMAT T RAAD CAROLYN M 8618 CRESTGATE CIR ORLANDO, FL 32819-3855	89.59
LC 14-0783	36-22-28-6416-03-140 ORLO VISTA HEIGHTS K/139 LOT 14 BLK C	HAUPT RUTH E PO BOX 54 GOTHA, FL 34734-0054	327.63
LC 14-0786	21-21-28-0024-00-080 HILLSIDE ESTATES 2/130 LOT 8 & VAC R/W ON E	415 1ST STREET INC 301 HIDDEN LAKE DR SANFORD, FL 32773-5555	260.39
LC 14-0797	20-20-27-0000-00-040 E 70 FT OF W 280 FT OF N 155 FT OF NE1/4 OF NW1/4 OF NE1/4 SEC 20-20- 27 (LESS RD ON N)	JONES ALMA 267 AMADOR CIR ORLANDO, FL 32810	238.31
LC 14-0799	16-21-28-6040-03-180 OAK LAWN O/141 LOT 18 BLK 3	JOHNSON SAM 39 W 15TH ST APOPKA, FL 32703-3908	133.77
LC 14-0808	30-23-29-8554-06-110 TANGELO PARK SECTION TWO X/10 LOT 11 BLK 6	VELOZ CESAR A 5420 BAYBROOK AVE ORLANDO, FL 32819-7133	3991.27
LC 14-0810	25-22-28-6420-05-120 ORLO VISTA HEIGHTS ADDITION L/75 LOTS 12 & 13 BLK E	BROWN HORACE E C/O BEVERLY BROWN 35 S OBSERVATORY DR ORLANDO, FL 32835-1335	351.18
LC 14-0811	30-23-29-8554-01-010 TANGELO PARK SECTION TWO X/10 LOT 1 BLK 1	ROLLERSON SENITA 1650 NW 4TH AVE APT 11H MIAMI, FL 33136-1520	144.19
LC 14-0813	25-22-28-6424-08-100 ORLO VISTA TERRACE N/95 LOT 10 BLK H	BUTLER CHARLIE ESTATE ETAL C/O JESSIE MICHAEL ANDERSON 135 N JOHN ST ORLANDO, FL 32835-1451	336.43
LC 14-0815	03-23-29-1402-05-130 CLEAR LAKE VIEWS J/145 LOTS 13 & 14 BLK 5	FRONTLINE OUTREACH INC 3000 C R SMITH ST ORLANDO, FL 32805-2916	129.58
LC 14-0816	32-21-29-6080-00-950	ADAMS THEOPHILUS E	278.38

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	OAK TERRACE M/70 LOT 95	5251 POPE RD ORLANDO, FL 32810	
LC 14-0819	08-24-29-3184-01-690 GREEN BRIAR VILLAGE 9/101 LOT 169	MOODY ROBERT R JR 6577 HIDDEN BEACH CIR ORLANDO, FL 32819-7576	332.93
LC 14-0820	03-23-29-0182-90-011 ANGEBILT ADDITION NO 2 J/124 LOT 1 BLK 90 (LESS N 73 FT)	DANBOISE CHERYL S COLLINS THERESA 17053 ARROWHEAD BLVD WINTER GARDEN, FL 34787-9604	101.81
LC 14-0826	15-21-28-0760-00-210 BOBBIE JOE ADDITION Q/133 LOT 21	JOHNSON GARY W ESTATE 113 E CLEVELAND ST APOPKA, FL 32703-8001	210.41
LC 14-0827	16-21-28-6040-03-260 OAK LAWN O/141 LOT 26 BLK 3	WILSON SUZETTE MICHELLE 1514 ORMOND AVE APOPKA, FL 32703-4631	140.74
LC 14-0828	15-21-28-0752-02-030 BOARD SUB U/96 LOTS 3 & 4 BLK B (REF OR 273/232 - ERROR IN COMMENCE CALL SHOULD BE 426 FEET TO POB))	REAVES AMANDA ESTATE 1314 OLD APOPKA RD APOPKA, FL 32703-7141	108.36
LC 14-0829	16-21-28-6040-03-250 OAK LAWN O/141 LOT 25 BLK 3	TAYLOR SAMUEL 16 W ELLA J GILMORE ST APOPKA, FL 32703-7004	131.00
LC 14-0839	16-21-28-0000-00-143 W 75 FT OF E 1195 FT OF N1/4 OF S1/2 OF SW1/4 OF SE1/4 OF SEC 16-21-28	PURNELL CARLTON B 3468 BROMFIELD DR OCOE, FL 34761-5105	220.03
LC 14-0841	11-22-28-8053-09-170 SILVER STAR ESTATES 1ST ADD Y/39 LOT 17 BLK I	SIMS GLORIA J STEPHENS 4210 PATRICE RD NEWPORT BEACH, CA 92663-3620	149.80
LC 14-0845	15-21-28-0000-00-202 BEG 637 FT S & 542 FT E OF W1/4 COR RUN N 100 FT E 60 FT S 100 FT W 60 FT TO POB IN SEC 15-21-28	CUNNINGHAM ROOSEVELT 1213 S PARK AVE APOPKA, FL 32703-7062	135.19
LC 14-0847	36-21-28-9343-00-730 WILLOW CREEK PHASE 3B 21/105 LOT 73	THOMAS LAURENCE SCOTT 6806 LIMPIN DR ORLANDO, FL 32810-6079	143.21
LC 14-0852	03-23-29-0180-13-150 ANGEBILT ADDITION H/79 LOT 15 BLK 13	DEOLDE WILLIAM J 1205 ROYAL PALM AVE ORLANDO, FL 32809-6728	129.98
LC 14-0854	03-23-29-1402-02-130 CLEAR LAKE VIEWS J/145 LOT 13 & W 20 FT OF LOT 12 BLK 2	ZAHN LEWIS D 2520 CONLEY DR CUMMING, GA 30040-7153	419.67
LC 14-0855	03-23-29-0180-21-120 ANGEBILT ADDITION H/79 LOT 12 BLK 21 IN SEC 2-23-29 NW1/4	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809	272.53

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LC 14-0857	03-23-29-0180-60-210 ANGEBILT ADDITION H/79 LOT 21 BLK 60	SINGH DAVID SINGH FALIZA SALIM 13962 SMOKERISE CT ORLANDO, FL 32832-5728	119.23
LC 14-0862	23-22-28-7973-01-530 BEL AIRE WOODS FIFTH ADDITION 3/88 LOT 153	JONES LEROY JONES JULIET 1801 GUMWOOD CT ORLANDO, FL 32818-5813	128.00
LC 14-0865	03-23-29-0182-88-010 ANGEBILT ADDITION NO 2 J/124 LOT 1 BLK 88	TRAC HOA TAN TRIEU LIEN 1202 34TH ST ORLANDO, FL 32805-7004	190.53
LC 14-0872	03-23-29-0180-09-090 ANGEBILT ADDITION H/79 LOTS 9 & 10 BLK 9	NOCAM PROPERTIES LLC 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805-3133	271.92
LC 14-0873	10-23-29-7420-04-010 RIO GRANDE SUB 2ND REPLAT U/48 LOT 1 BLK D (LESS RD R/W)	JONES JAMIN M 39 MANSFIELD ST GLOUCESTER, MA 01930-3633	157.56
LC 14-0879	19-22-29-6952-05-020 PINE HILLS SUB NO 7 T/33 LOT 2 BLK E	FIKE ANITA 825 WINDTREE CT SANFORD, FL 32773-4867	134.36
LC 14-0880	03-23-29-0183-17-130 ANGEBILT ADDITION NO 2 J/124 LOT 13 BLK 107	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805-3133	152.28
LC 14-0884	19-22-29-6950-06-080 PINE HILLS SUB NO 6 T/8 LOT 8 BLK F	COPPOCK JOHN THOMAS JR 11330 LITTLE BEAR WAY BOCA RATON, FL 33428-2632	120.27
LC 14-0889	15-21-28-0932-02-110 BROOKS ADDITION TO APOPKA Q/37 LOTS 11 & 12 BLK B	TRAN THANG VAN 4500 CANARD RD MELBOURNE, FL 32934-8551	127.40
LC 14-0890	36-20-27-9612-03-060 10151/5749 ERROR IN LEGAL DESC MORRISONS SUB 1/4 LOT 6 & W 8 FT OF LOT 7 BLK C	CHAND2010 LLC 6637 SHADOW OAK LN ORLANDO, FL 32809-6665	113.48
LC 14-0892	15-21-28-0932-03-250 BROOKS ADDITION TO APOPKA Q/37 LOTS 25 & 26 BLK C	DENNISON CONNIE RUTH 217 E 17TH ST APOPKA, FL 32703-7120	112.30
LC 14-0893	15-21-28-0932-03-270 BROOKS ADDITION TO APOPKA Q/37 LOTS 27 & 28 BLK C	219 COPPER TRUST 10693 WILES RD UNIT 189 CORAL SPRINGS, FL 33076-2014	130.17
LC 14-0898	22-23-28-7828-07-170 SAND LAKE HILLS SECTION 7A 10/104 LOT 717	HAYCRAFT GREGORY S HAYCRAFT CLAUDIA 12854 JACOB GRACE CT WINDERMERE, FL 34786-5711	93.73
LC 14-0901	30-22-29-3216-02-120 GRIFFITHS ADDITION T/5 LOT 12 BLK B	BAILEY MAXINE 4925 STEWART AVE ORLANDO, FL 32808-7716	174.22
LC 14-0903	08-22-28-5956-09-100 NORTH OCOEE ADDITION NO 1 O/68 LOT 10 BLK 9	ROESTI ROBERT 304 15TH AVE OCOEE, FL 34761-1706	99.90



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LC 14-0909	21-22-30-3932-05-080 JAMAJO J/88 LOTS 8 & 9 BLK E	PRESTIGE VENTURES LLC 2004 NE 49TH ST FORT LAUDERDALE, FL 33308-4524	346.04
LC 14-0915	03-23-29-0180-27-220 ANGEBILT ADDITION H/79 LOT 22 BLK 27	CIRCLE B LLC C/O JONU MAYLE 4656 AUGUSTA HWY GILBERT, SC 29054-9719	128.88
LC 14-0916	15-24-29-9229-00-530 WHISPER LAKES UNIT 2 22/11 LOT 53	EISON MATTHEW T 11939 ATLIN DR ORLANDO, FL 32837-6708	154.00
LC 14-0920	23-22-28-3560-00-650 LAUREL HILLS UNIT 2 4/118 LOT 65	RAMNAUTH CHAITRAM RAMNAUTH SURSATTI 2222 BRIDGEWOOD TRL ORLANDO, FL 32818-4716	161.19
LC 14-0923	15-22-28-4716-00-602 LAKE PARK HIGHLANDS F/124 LOT 60 1/2 & ST ON NWLY SIDE (LESS R/W THRU SD LOT)	ASTRAUSKAS LUCIA INES ACOSTA PEDRO PABLO ASTRAUSKAS 1807 GOOD HOMES RD ORLANDO, FL 32818-8909	1542.69
LC 14-0927	25-22-28-6424-08-170 ORLO VISTA TERRACE N/95 LOT 17 (LESS E 5 FT FOR ST) BLK H	TAJB LLC 50% INT RAMBARAN LALITA 50% INT 204 N JOHN ST ORLANDO, FL 32835-1173	117.04
LC 14-0935	33-21-29-0899-00-580 BRIARCLIFF SUB REPLAT 4/83 LOT 58	BAC HOME LOANS SERVICING LP 7105 CORPORATE DR MS PTX B-35 PLANO, TX 14936	120.06
LC 14-0937	10-22-30-0584-01-800 BEL AIRE PINES UNIT 2 9/133 LOT 180	CANDELARIA DIANA ESTATE 3126 SHADY PINE AVE WINTER PARK, FL 32792-6651	201.40
LC 14-0939	03-23-29-0183-20-150 ANGEBILT ADDITION NO 2 J/124 LOT 15 BLK 110	TYNDALL LINDA 8651 WARWICK SHORE XING ORLANDO, FL 32829-8023	182.59
LC 14-0940	34-22-29-6316-00-136 8993/2365 RECORDED WITH OUT LEGAL--ORLANDO FARM & TRUCK CO SUB D/45 THE S 69 FT OF N 1/2 OF E 165 FT OF LOT 13 (LESS E 15 FT FOR R/W) SEE 4230/3195	SETABOUHA NEDAL 16124 S HOOVER ST GARDENA, CA 90247-5002	196.50
LC 14-0943	18-22-29-2535-10-080 EVANS VILLAGE SECOND UNIT X/125 LOT 8 BLK J	SNYDER JAMES W ESTATE 6841 LAKE ERIE RD GROVELAND, FL 34736-9746	105.93
LC 14-0944	27-22-28-4052-02-020 JOSLIN GROVE PARK O/86 LOTS 2 & 3 BLK B	KISE COLLEEN PO BOX 691525 ORLANDO, FL 32869-1525	97.73
LC 14-0948	03-23-29-0183-17-170 ANGEBILT ADDITION NO 2 J/124 LOT 17 BLK 107	DIMAURO LYNN 1925 WAKULLA WAY APT 3 ORLANDO, FL 32839-3376	122.45
LC 14-0949	25-22-28-6424-03-080 ORLO VISTA TERRACE N/95 LOT 8 BLK C	THOMAS LORRAINE V PO BOX 551 SPRING LAKE, NJ 07762-0551	338.38
LC 14-0952	25-22-28-6420-08-160	RODRIGUES SUSANA	330.52

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	ORLO VISTA HEIGHTS ADDITION L/75 LOT 16 BLK H	RODRIGUES WAGNER 13824 ECON WOODS LN ORLANDO, FL 32826-6421	
LC 14-0953	03-23-29-0183-12-231 ANGEBILT ADDITION NO 2 J/124 THE E1/2 LOT 23 & ALL LOT 24 BLK 102	RUSSELL STACEY L 7268 HIAWASSEE OAK DR ORLANDO, FL 32818-8360	191.94
LC 14-0955	16-23-30-1638-06-060 CONWAY ACRES SECOND ADDITION Y/128 LOT 6 BLK F	DUGGAN DENNIS J 4705 SPOTTSWOOD DR ORLANDO, FL 32812-1643	200.28
LC 14-0957	24-22-30-2295-00-590 EAST DALE ACRES REPLAT X/116 LOT 59	RICHARDS JOHN R JR 2183 MARY LN PALM HARBOR, FL 34685-2132	263.19
LC 14-0960	03-23-29-0182-87-130 ANGEBILT ADDITION NO 2 J/124 LOTS 13 14 & 15 BLK 87	35TH STREET PARTNERS LLC 121 S ORANGE AVE STE 820N ORLANDO, FL 32801-3233	2412.63
LC 14-0961	36-22-28-6416-03-280 ORLO VISTA HEIGHTS K/139 LOTS 28 & 29 BLK C	RUSSELL CHAS F ESTATE C/O RICHARD C RUSSELL PO BOX 127 MERRIMACK, NH 03054-0127	725.39
LC 14-0962	25-22-28-6424-15-150 ORLO VISTA TERRACE N/95 LOT 15 BLK O	RAMASEER MICHAEL 220 N NORMANDALE AVE ORLANDO, FL 32835-1425	383.19
LC 14-0964	03-23-29-0182-86-130 ANGEBILT ADDITION NO 2 J/124 LOT 13 (LESS RD R/W) & W1/2 LOT 14 BLK 86 IN SEC 10-23-29 NE1/4	WELLS FARGO BANK N A C/O DOUGLAS C ZAHM PA 12425 28TH ST N STE 200 SAINT PETERSBURG, FL 33716-1826	975.40
LC 14-0965	34-22-29-1382-01-020 CLEAR LAKE GARDENS NO 3 J/128 LOT 2 (LESS E 15 FT FOR R/W PER OR794/382) & (LESS THAT PT OF LOT 2 DESC AS BEG AT SE COR OF LOT 3 TH W 15.57 FT N 103.38 FT E 16.70 FT S 103.39 FT TAKEN FOR R/W PER OR 4202/2481) BLK A	HANINE ALI 879 BELHAVEN DR ORLANDO, FL 32828-6624	718.47
LC 14-0971	03-23-29-0180-05-230 ANGEBILT ADDITION H/79 LOT 23 BLK 5	WAVERIDERS P L 700 LILLIAN DR ORLANDO, FL 32806-7029	246.69
LC 14-0972	03-23-29-0180-10-100 ANGEBILT ADDITION H/79 LOTS 10 & 11 BLK 10	GONZALEZ VICTOR H GONZALEZ ALEJANDRA E PO BOX 560697 ORLANDO, FL 32856-0697	783.17
LC 14-0982	03-23-29-0182-96-011 ANGEBILT ADDITION NO 2 J/124 LOT 1 (LESS S 50 FT) BLK 96	ASARE ENTERPRISES LLC PO BOX 560697 ORLANDO, FL 32856-0697	303.10
LC 14-0983	03-23-29-0180-13-100 ANGEBILT ADDITION H/79 LOT 10 BLK 13	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	258.69

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LC 14-0984	03-23-29-7435-05-180 RIO GRANDE TERRACE 5TH ADDITION X/81 LOT 18 BLK E	ESTRADA JUAN ESTRADA AURORA 11120 VIOLET CT RIVERSIDE, CA 92503-8804	248.19
LC 14-0985	03-23-29-7435-05-220 RIO GRANDE TERRACE 5TH ADDITION X/81 LOT 22 BLK E	TOOMER CHARLIE F ESTATE C/O MINNIE S POPE 7203 UDINE AVE ORLANDO, FL 32819-8446	48.40
LC 14-0987	03-23-29-0180-31-090 ANGEBILT ADDITION H/79 LOT 9 BLK 31 SEE 2529/1889	LYNCH MILLIE R 830 23RD ST ORLANDO, FL 32805-5325	405.14
LC 14-0999	03-23-29-0180-04-080 ANGEBILT ADDITION H/79 LOT 8 BLK 4	MCCOY JOHNNIE B JACKSON ADRIENNE 818 W MILLER ST ORLANDO, FL 32805-4506	217.75
LC 14-1004	34-22-33-1327-02-270 CHRISTMAS PARK FIRST ADDITION Y/44 LOTS 27 & 28 BLK B	QUIROZ NOHORA E PO BOX 569 DAVENPORT, FL 33836	1915.55
LC 14-1012	24-23-29-0192-32-030 W R ANNOS ADD TO PINECASTLE F/53 LOT 3 BLK 32	ISSAC LOUIS JEAN JULIEN SANTHIA PO BOX 560676 ORLANDO, FL 32856-0676	3810.73
LC 14-1019	04-22-30-9412-03-060 WINTER PARK ESTATES SECTION 1 U/146 LOT 6 BLK C	DAVIES DAVID G 2617 ALOMA AVE WINTER PARK, FL 32792-3501	1161.77
LC 14-1021	24-23-29-9288-00-040 J A WILKS SUB F/79 LOTS 4 & 5	OLDS FAMILY TRUST 2300 ROSE BLVD ORLANDO, FL 32839-2523	987.51
LC 14-1028	11-23-30-7276-03-380 QUAIL TRAIL ESTATES UNIT THREE 8/55 LOT 338	BEJER PEDRO D BEJER MAURA D 7720 TOUCAN DR ORLANDO, FL 32822-7652	2082.38
LC 14-1029	35-22-30-0431-03-260 AZALEA PARK SECTION 28 X/55 LOT 26 BLK C	KOMINOWSKI RAYMOND F KOMINOWSKI MIYUKI 7003 LAKNER WAY ORLANDO, FL 32822-4632	521.86
LC 14-1037	06-23-30-0024-01-260 ADIRONDACK HEIGHTS J/108 LOT 26 (LESS E 38 FT) BLK A	ANDREWS TIMOTHY E ANDREWS ANTHONY D 2315 MARLBORO ST ORLANDO, FL 32806-4927	354.00
LC 14-1039	23-23-29-2480-00-750 ELMERS ADDITION V/61 LOT 75	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	548.04
LC 14-1041	06-23-30-5634-00-070 MICHIGAN OAKS 13/131 LOT 7	BIEBERLE DARDA P BIEBERLE DEBORAH A PO BOX 1810 GOLDENROD, FL 32733-1810	227.75
LC 14-1059	28-22-28-6689-13-010 PARK RIDGE O/100 LOTS 1 & 2 BLK 13	ALPIZAR ADRIAN 537 NICHOLSON DR DAVENPORT, FL 33837-7208	490.37



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LC 14-1060	30-22-29-9230-20-130 WESTSIDE MANOR SECTION 3 W/131 LOT 13 BLK T	SHORTER SHERYL D 711 N WILLISTON RD LOT 53 FLORENCE, SC 29506-8802	531.50
LC 14-1070	02-22-28-3560-00-330 HIAWASSEE HILLS UNIT FIVE 18/122 LOT 33	CUSANO PAMELA T 7043 GRAY SHADOW ST ORLANDO, FL 32818-8350	279.68
LC 14-1072	30-22-29-9226-05-030 WESTSIDE MANOR SECTION 1 W/56 LOT 3 BLK E	SNIIC FOUR LLC PO BOX 561455 ORLANDO, FL 32856-1455	297.19
LC 14-1073	02-22-28-3542-02-010 HIAWASSEE HILLS UNIT THREE 14/63 LOT 201	WELLS FARGO BANK PO BOX 741307 ATLANTA, GA 30374-1307	375.30
LC 14-1075	09-21-28-5908-03-330 NEW ENGLAND HEIGHTS L/19 LOT 33 BLK C	VANDEGRIFT GUY VANDEGRIFT SHARAN 1241 MONTHHEATH CIR OCFEE, FL 34761-9151	365.48
LC 14-1076	16-21-28-0000-00-013 UNRECORDED PLAT OF T J SMITH DB 529/132 LOT 2, AKA: BEG 873.6 FT N OF SE COR OF SW1/4 OF NW1/4, TH RUN N45-23E 416 FT TO POB; TH RUN S44-37E 100 FT, TH N45-23E 25.94 FT, TH N 14.3 FT, TH N44-37W 89.8 FT, TH S45-23W 36 FT TO POB IN SEC 16-21- 28	LERMAN HARVEY N LERMAN ROBERTA S 921 N THISTLE LN MAITLAND, FL 32751-3736	371.01
LC 14-1079	12-21-28-9118-03-250 WEKIWA MANOR SECTION 2 X/75 LOT 25 (LESS R/W ON S FOR SR 436) BLK C	SUNTRUST BANK C/O FIDELITY/RESID CREDIT SOLUTIONS 350 S GRAND AVE 47TH FL LOS ANGELES, CA 90071-3406	382.61
LC 14-1083	29-21-28-6644-01-070 PARADISE HEIGHTS FIRST ADDITION O/72 LOTS 7 & 8 BLK 1 & THAT PT OF VAC ST LYING W THEREOF	MTAG CUSTODIAN PO BOX 409584 ATLANTA, GA 30384-9584	420.66
LC 14-1094	03-23-29-0180-07-010 ANGEBILT ADDITION H/79 LOT 1 & E1/2 LOT 2 BLK 7	FLORENCE E V FLORENCE SAMMIE W 1200 18TH ST ORLANDO, FL 32805-4623	392.63
LC 14-1099	21-20-27-0000-00-090 BEG 110 FT N & 215.64 FT W OF SE COR OF NW1/4 OF SE1/4 OF NW1/4 RUN N 100 FT W 115 FT S 100 FT E 115 FT TO POB IN SEC 21-20-27	PATTERSON S P 1467 S HAWTHORNE AVE APOPKA, FL 32703-7077	435.77
LC 14-1101	03-23-29-0180-22-070 ANGEBILT ADDITION H/79 LOT 7 BLK 22	YARCKIN ELLEN PO BOX 151234 ALTAMONTE SPRINGS, FL 32715	253.00
LC 14-1102	03-23-29-0180-22-040 ANGEBILT ADDITION H/79 LOTS 4 & 5 BLK 22	ABREU VICTOR S ABREU EDWIN / ABREU WILSON SAMUEL	409.68

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		908 W KALEY ST ORLANDO, FL 32805-5341	
LC 14-1103	30-20-28-0000-00-027 THE S 97 FT (LESS E 148 FT THEREOF) OF FOLLOWING DESC: BEG ON ELY R/W COUNTY RD AT A PT 318 FT N OF S LINE OF NW1/4 OF SEC 30-20-28 TH RUN N00-23-30W 330 FT N87-37-00E 660 FT S00-23-30E 330 FT S87-37-00W 660 FT TO POB	BURDETTE DOUGLAS P 1236 GALLANT FOX WAY CHULUOTA, FL 32766-9131	1992.79
LC 14-1104	20-23-29-1162-01-130 IMPERIAL ESTATES UNIT 5 3/72 LOT 113	RODRIGUEZ JUAN 72 WILLIAMS AVE ORLANDO, FL 32806	308.81
LC 14-1106	03-23-29-0182-88-181 ANGEBILT ADDITION NO 2 J/124 THE E1/2 OF LOT 18 & ALL LOT 19 BLK 88	GONZALEZ ALEJANDRA E 1207 35TH ST ORLANDO, FL 32805-7005	366.57
LC 14-1118	16-21-28-0000-00-228 8560/3331 RECORDED WITH AN INCOMPLETE LEGAL W 127 FT OF S1/2 OF W1/2 OF N1/2 OF NE1/4 OF SE1/4 OF SE1/4 (LESS S 102 FT THEREOF & LESS W 30 FT FOR RD R/W) OF SEC 16-21-28	J A W CONSTRUCTION SVS INC 7114 WALNUT CREEK DR ORLANDO, FL 32818-5876	447.02
LC 14-1119	16-21-28-0000-00-100 S 66 FT OF E 180 FT OF N1/2 OF S1/4 OF NE1/4 OF SW1/4 (LESS E 25 FT FOR RD R/W) OF SEC 16-21-28	EVERETT RACHEL B 1338 S HAWTHORNE AVE APOPKA, FL 32703-7046	519.52
LC 14-1127	11-23-29-5572-05-030 MEDALLION ESTATES SECTION TWO Y/30 LOT 3 BLK E	SORGI CHRISTOPHER 417 STIMSON ST ORLANDO, FL 32839-1457	258.77
LC 14-1130	36-22-28-9212-02-350 WESTMONT M/26 LOT 35 & S 25 FT LOT 36 BLK B	AMAYA NOE 400 CRABTREE AVE ORLANDO, FL 32835-1914	370.19
LC 14-1134	03-23-29-0180-39-120 ANGEBILT ADDITION H/79 LOT 12 (LESS BEG 13.85 FT N OF SW COR THEREOF RUN ELY 8.33 FT NLY 40.2 FT WLY 7.9 FT S 40.2 FT TO POB) BLK 39	MENDING HEARTS CHARITIES INC PO BOX 560609 ORLANDO, FL 32856-0609	103.88
LC 14-1136	03-23-29-0180-46-050 ANGEBILT ADDITION H/79 LOT 5 BLK 46	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809-6841	215.19
LC 14-1137	15-20-28-7616-00-080 ROCK SPRINGS PARK R/147 LOT 8	MOTT BRENDA / SHELLEY VICKY HANBURY JULIA / SHELLEY ROBERT 103 CROSSCREEK LN AUBURNDAL, FL 33823-9118	1735.10
LC 14-1142	03-23-29-0180-27-210 ERROR IN LEGAL ANGE BILT ADDITION H/79	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD	251.80

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	LOT 21 BLK 27	BELLE ISLE, FL 32809-6841	
LC 14-1149	03-23-29-0180-08-100 ANGEBILT ADDITION H/79 LOT 10 BLK 8	ALKUBAISI ABDULLA 1420 19TH ST ORLANDO, FL 32805-4416	452.11
LC 14-1156	08-22-31-8389-01-230 SUMMER WOODS 17/70 LOT 123	ALTFIELD MICHAEL S ALTFIELD ALAN K 2253 NORTHBROOK RDG NW KENNESAW, GA 30152-7301	151.59
LC 14-1157	15-22-32-2336-00-610 UNRECORDED PLAT EAST ORLANDO ESTATES SECTION 1 TR 61 DESC AS BEG 139.96 FT S S 18 DEG E 1584.72 FT N 72 DEG E 262.46 FT & 720 FT E FROM NW COR OF SEC 22 22 32 E 240 FT N 420 FT W 240 FT S 420 FT TO POB (LESS E1/2 THEREOF)	DEJESUS EUFEMIA QUINONES JULIA 2460 STONE CROSS CIR ORLANDO, FL 32828-7939	1542.40
LC 14-1161	19-22-29-6960-12-080 PINE HILLS SUB NO 11 T/99 LOT 8 BLK L	LINDSEY SHEILA D 5610 ARUNDEL DR ORLANDO, FL 32808-7010	231.83
LC 14-1167	07-24-29-9359-03-110 WINDMILL POINTE 8/137 LOT 311	KERINS DESMOND M KERINS LORETTA A 84 GULLIVER ST MILTON, MA 02186-3115	208.72
LC 14-1170	32-21-29-0000-00-027 BEG CENTER OF HWY 345.1 FT WLY OF E LINE OF NW1/4 OF NW1/4 RUN WLY 100 FT N 88 DEG TO RT TO N LINE OF SE1/4 OF NW1/4 OF NW1/4 SEC E TO PT PARALLEL TO W LINESLY TO POB IN SEC 32-21-29	PORTER JAMES N II GRAY SABRINA 6855 REMINGTON VIEW CT ORLANDO, FL 32829-7652	2590.50
LC 14-1177	03-23-29-0182-90-011 ANGEBILT ADDITION NO 2 J/124 LOT 1 BLK 90 (LESS N 73 FT)	DANBOISE CHERYL S COLLINS THERESA 17053 ARROWHEAD BLVD WINTER GARDEN, FL 34787-9604	291.61
LC 14-1194	03-23-29-0180-27-030 ANGEBILT ADDITION H/79 LOT 3 BLK 27	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	514.36
LC 14-1197	03-23-29-0180-04-140 ANGEBILT ADDITION H/79 LOT 14 BLK 4	S W I S USA COMPANIES LLC 7925 W STATE ROAD 46 SANFORD, FL 32771-9272	211.19
LC 14-1198	03-23-29-0180-10-150 ANGEBILT ADDITION H/79 LOT 15 BLK 10	ARMSTRONG MATTHEW C PO BOX 1951 MAITLAND, FL 32794	410.95
LC 14-1200	03-23-29-0180-30-230 ANGEBILT ADDITION H/79 LOTS 23 & 24 BLK 30	LYNCH HARWELLC 1/6 INT / LYNCH ROBERT E 1/6 INT / LYNCH FLOYD D 1/6 INT / PARKER TERESA LYNN 1/6 INT / LYNCH DAVID MERRILL 1/30 INT / ANGELINA TERRY LEE	515.35

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		1/30 INT LYNCH JOHN CLEVELAND 1/30 INT / LYNCH STANLEY RUFUS 1/30 INT / PHILLIPS GEORGE W 1/18 INT / LYNCH RONALD LYNN 1/30 INT / DEAS REBECCA 1/18 INT / PHILLIPS ELVIS EUGENE 1/18 INT / PHILLIPS GEORGE W 1/18 INT 701 23RD ST ORLANDO, FL 32805-5324	
LC 14-1201	03-23-29-0180-46-220 ANGEBILT ADDITION H/79 LOT 22 BLK 46	SALAZAR LUCRECIA & TORRES JOSE 2122 W OAK RIDGE RD APT F ORLANDO, FL 32809	131.45
LC 14-1202	03-23-29-0180-13-210 ANGEBILT ADDITION H/79 LOT 21 BLK 13	ALUMNI PARTNERS II LLC PO BOX 52890 SARASOTA, FL 34232-0324	451.89
LC 14-1204	10-23-29-7420-04-020 RIO GRANDE SUB 2ND REPLAT U/48 LOT 2 BLK D	DEOLDE WILLIAM JAMES PO BOX 2503 ORLANDO, FL 32802-2503	433.50
LC 14-1205	03-23-29-0183-19-130 ANGEBILT ADDITION NO 2 J/124 LOT 13 & 14 BLK 109 (LESS R/W) (ON MAP 10-23-29 NE)	WILSON ROGER 5863 LAKE MELROSE DR ORLANDO, FL 32829-7690	430.13
LC 14-1206	03-23-29-1402-02-320 CLEAR LAKE VIEWS J/145 LOTS 32 & 33 BLK 2	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805-3133	234.03
LC 14-1216	18-22-29-8510-06-120 SYLVAN HYLANDS 1ST ADD REPLAT Y/134 LOT 12 BLK F	MCCOON MANUJ GLEN 4829 INDIALANTIC DR ORLANDO, FL 32808-4935	494.92
LC 14-1225	03-23-29-0180-32-230 ANGEBILT ADDITION H/79 LOTS 23 & 24 BLK 32	CHRIST CENTERED CHRISTIAN CHURCH PO BOX 590385 ORLANDO, FL 32859-0385	519.48
LC 14-1226	03-23-29-0180-32-210 ANGEBILT ADDITION H/79 LOTS 21 & 22 BLK 32	CHRIST CENTERED CHRISTIAN CHURCH PO BOX 590385 ORLANDO, FL 32859-0385	455.13
LC 14-1230	31-21-28-8952-00-106 J B & T E WALKERS SUB Q/122 THE W 130 FT OF LOT 10	SKINNER RICHARD JR SKINNER LISA 2250 GRASMERE DR APOPKA, FL 32703-7632	139.50
LC 14-1231	25-22-28-6424-16-170 ORLO VISTA TERRACE N/95 LOT 17 BLK P	VEITH WALTER E 210 N HUDSON ST ORLANDO, FL 32835-1417	220.75



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LC 14-1232	23-20-27-0000-00-044 N 169.1 FT OF NW1/4 OF SW1/4 OF SEC 23-20-27 LYING WLY OF N ROUND LAKE RD & IN J T PICKETTS SUB B/50 BEG NE COR LOT 4 TH RUN W 150.45 FT S 146.45 FT S 88 DEG E 150.1 FT N 169.1 FT TO POB	U S BANK NATIONAL ASSN TRUSTEE C/O ROBERTSON ANSCHUTZ AND SCHNEID PL 6409 CONGRESS AVE STE 100 BOCA RATON, FL 33487-2853	2999.67
LC 14-1234	15-21-28-1364-00-570 CLARKSVILLE F/104 LOT 57	JOHANSEN STEVE OCASIO JOSE F / RAMOS CARLOS F 663 S ECONLOCKHATCHEE TRL ORLANDO, FL 32825-8032	113.98
LC 14-1237	15-21-28-1364-00-550 CLARKSVILLE F/104 LOTS 55 & 56	WRIGHT THOMAS LIFE ESTATE REM: ARIBELL PATTERSON 1161 S PARK AVE APOKA, FL 32703	237.33
LC 14-1243	15-21-28-1364-00-780 CLARKSVILLE F/104 LOTS 78 & 79	TAX EASE FLORIDA REO LLC 14901 QUORUM DR STE 900 DALLAS, TX 75254	1984.29
LC 14-1250	03-23-29-0180-08-160 ANGEBILT ADDITION H/79 LOT 16 BLK 8	LEMA NEBIYU YIBKAW FEREWAIN 6254 LIGHTNER DR ORLANDO, FL 32829-7623	234.00
LC 14-1251	03-23-29-0180-39-010 ANGEBILT ADDITION H/79 LOT 1 BLK 39	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809-6841	500.02
LC 14-1253	22-23-29-7268-28-001 PLAN OF BLK 1 PROSPER COLONY D/109 BEG 180.71 FT W OF SE COR LOT 28 N 221.83 FT S 33 DEG W 243.98 FT S 19.53 FT TO SW COR LOT 28 E 131.45 FT TO POB	CHRISTIANA TRUST TRUSTEE C/O CLARFIELD OKON SALOMONE AND PINCUS P L 500 S AUSTRALIAN AVE STE 730 WEST ALM BEACH, FL 33401	442.02
LC 14-1258	18-22-29-2537-03-030 EVANS VILLAGE FIFTH UNIT 2/72 BLK 3 BLK C	WRIGHT PAUL D & WRIGHT RHONDA E 1504 PINE LAKE RD ORLANDO, FL 32808	481.54
LC 14-1260	34-21-29-1144-00-340 CAMPUS VIEW Q/107 LOTS 34 35 & 36	GRAY WALTER L JR 15709 KANAWHA CT ROCKVILLE, MD 20855-2652	218.75
LC 14-1263	25-22-28-0000-00-030 COMM SW COR OF SEC RUN N 865 FT E 50 FT TO E R/W LINE OF HIAWASSEE RD CONT E 258.39 FT FOR POB S 304.34 FT S 80 DEG E 95.26 FT CONT SELY 455.03 FT N 381.05 W 551.61 FT M/L TO POB & BEG 1313.76 FT E & 427.47 FT N OF SW COR OF SW1/4 OF SW1/4 RUN N 82 DEG W 100.83 FT FOR POB N 190 FT N 245 FT W S 400.06 FT S 82 DEG 221.82	REDWOOD PARTNERS LLC 9125 SOUTHERN BREEZE DR ORLANDO, FL 32836-5053	1227.40

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	FT TO POB (LESS PLATTED PER PB35/85 A/K/A HIAWASSEE GARDEN PLAZA) IN SEC 25-22-28		
LC 14-1269	03-23-29-0180-19-060 ANGEBILT ADDITION H/79 LOT 6 BLK 19	NOCAM PROPERTIES LLC 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805-3133	337.55
LC 14-1270	19-22-29-6954-07-150 PINE HILLS SUB NO 8 T/68 LOT 15 BLK G	DEUTSCHE BANK NATIONAL TRUST CO TR 150 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212-5335	330.23
LC 14-1276	20-23-29-8195-24-020 SOUTHWOOD SUB SECTION 4 X/82 LOT 2 BLK X	MCFADDEN YVETTE JENELLE 2105 SW 6TH ST OCALA, FL 34471-1949	228.53
LC 14-1283	03-23-29-0180-72-180 ANGEBILT ADDITION H/79 LOT 18 BLK 72	MENDING HEARTS CHARITIES INC PO BOX 2765 SANFORD, FL 32772-2765	498.81
LC 14-1285	03-23-29-1402-04-320 CLEAR LAKE VIEWS J/145 LOTS 32 33 & 34 BLK 4	NELSON LINDA L 1333 19TH ST ORLANDO, FL 32805-4413	685.63
LC 14-1287	11-22-28-8054-03-020 SILVER STAR ESTATES X/108 LOT 2 BLK C	BYRD BILLIE DOLORES 2922 BON AIR DR ORLANDO, FL 32818-2912	280.50
LC 14-1288	11-22-28-8053-09-170 SILVER STAR ESTATES 1ST ADD Y/39 LOT 17 BLK I	SIMS GLORIA J STEPHENS 4210 PATRICE RD NEWPORT BEACH, CA 92663-3620	293.43
LC 14-1294	14-22-30-8646-11-100 TIFFANY TERRACE U/138 LOT 10 BLK K	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	393.39
LC 14-1307	14-23-30-5240-02-010 LOS TERRANOS P/87 THE N 359.26 FT LOT 1 AS MEASURED ALONG W SIDE (LESS E 133.5 FT ALSO BEING THAT PT KNOWN AS GULFSTREAM SHORES 18/104 & LESS W 15 FT) BLK 2	BORRAS MANUEL T ESTATE C/O KENNETH LYNNE BORRAS 211 CADLONI LN APT A VALLEJO, CA 94591-8624	1967.35
LC 14-1312	03-23-29-0180-30-210 ANGEBILT ADDITION H/79 LOTS 21 & 22 BLK 30	COOPER LINWOOD RAY ENGLISH CAROLYN JOANN 709 23RD ST ORLANDO, FL 32805-5324	403.14
LC 14-1317	24-22-28-7575-02-060 ROBINSWOOD SECTION TEN 3/132 LOT 6 BLK B	LAND TRUSTEE LLC TR 710 VASSAR ST ORLANDO, FL 32804-4921	336.13

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LC 14-1321	20-24-29-1810-01-001 CRYSTAL CREEK 36/149 TRACT A THAT PORTION OF TRACT A DESC AS COMM AT THE NE COR OF SAID TRACT A RUN S00-04-25E 416.45 FT TO POB TH CONT S00-04-25E 345 FT TO A CURVE CONCAVE NWLY RAD 50 FT CENT ANG 90-00-00 78.54 FT CHORD BEARING S44-55-35W TH S89- 55-35W TH S89-55-35W 234.92 FT N00- 04-00-00 52.36 FT CHORD BEARING N15-04-25W TH N30-04-25W 111.12 FT N00-02-41W 113.10 FT N89-55-35E 367.22 FT TO POB	RACETRAC PETROLEUM INC 3225 CUMBERLAND BLVD SE STE 100 ATLANTA, GA 30339-6408	4045.15
LC 14-1322	22-20-27-0000-00-019 BEG 406 FT N OF SE COR OF SE1/4 OF SW1/4 OF SE1/4 RUN N 128 FT W 331 FT S 128 FT E 331 FT TO POB (LESS N 113 FT OF E 211 FT THEREOF) & (LESS W 30 FT FOR R/W) IN SEC 22- 20-27	INTER-VISION HOMES INC 555 WINDERLEY PL STE 300 MAITLAND, FL 32751	635.15
LC 14-1323	09-21-28-0196-90-085 TOWN OF APOPKA A/109 THE W 10 FT & N 50 FT OF E 40 FT OF W1/3 OF LOT 8 BLK I	VERDOT VI LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	147.40
LC 14-1327	15-21-28-0000-00-141 BEG 676 FT E & 30 FT S OF NW COR OF NW1/4 OF SW1/4 RUN E 48 FT S 06 DEG E 151.42 FT W 39 FT N 09 DEG W 152.31 FT TO POB IN SEC 15-21-28	TAX LIEN STRATEGIES LP PO BOX 1074 ELMHURST, IL 60126	352.45
LC 14-1330	11-21-28-0000-00-209 S 95 FT OF N 250 FT OF W 200 FT OF NW1/4 OF NE1/4 OF SW1/4 (LESS W 30 FT FOR RD) OF SEC 11-21-28	KING VIRGIL R SR KING VIRGIL JR 115 S THOMPSON RD APOPKA, FL 32703-4560	601.33
LC 14-1332	16-20-27-2912-00-030 GAINES SUB C/65 S 52 FT OF N 150 FT OF E 100 FT OF W 400 FT OF S1/2 OF N3/4 OF SE1/4 OF NE1/4 OF SW1/4	THOMAS JUANITA 1/2 INT / THOMAS JONATHAN W 1/8 INT FAIN GINA C 1/8 INT / THOMAS COMER GRAFTON 1/4 INT 10550 HOLLOWAY DR LOT 59 LEESBURG, FL 34788-7216	194.43
LC 14-1334	17-20-27-3695-00-160 HOLLY STREET SUB 25/95 LOT 16	TORRES BLANCA L PO BOX 1004 ZELLWOOD, FL 32798-1004	705.83
LC 14-1336	20-20-27-0000-00-033 BEG 242.3 FT W OF NE COR OF NE1/4 OF NW1/4 OF NE1/4 RUN W 70 FT S 155 FT E 70 FT N 155 FT TO POB SEC 20-20-27 (LESS N 30 FT FOR RD)	BURTON ELOIS ESTATE C/O BRENDA BURTON 55 CARDINAL DR EUSTIS, FL 32726-3908	298.64



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LC 14-1337	20-20-27-0000-00-021 BEG NE COR OF NE1/4 OF NW1/4 OF NE 1/4 S 235 FT W 242.57 FT N 235 FT E 242.3 FT TO POB IN SEC 20-20-27 (LESS RD ON N)	ROBINSON DAISY ESTATE PO BOX 540 ZELLWOOD, FL 32798-0540	1494.90
LC 14-1338	01-20-27-0000-00-025 THE W1/8 OF S1/2 OF SE1/4 OF SE1/4 OF SEC 01-20-27	NGUYEN KHOI HUYNH THUYNHAN 1646 ASTOR FARMS PL SANFORD, FL 32771-8062	2894.92
LC 14-1341	15-21-28-3280-00-790 HACKNEY PROPERTY A/84 LOT 79 (LESS W 61 FT)	MARTINEZ CARLOS 3812 DOUBLE EAGLE DR APT 3127 ORLANDO, FL 32839-3532	444.18
LC 14-1346	22-22-28-4435-00-100 LAKE FLORENCE HIGHLANDS PHASE 1 18/53 LOT 10	MARCELIN MODELER 1625 AMERICANA BLVD APT 21 ORLANDO, FL 32839-2742	189.88
LC 14-1348	28-22-29-0000-00-044 N 60 FT OF S 210 FT OF W 162 FT OF SW1/4 OF NW1/4 OF SE1/4 (LESS W 30 FT FOR ST) OF SEC 28-22-29 2711/989	BROWN IRA BUTLER 1619 24TH ST ORLANDO, FL 32805-5216	516.33
LC 14-1349	28-22-29-1764-01-153 COTTAGE HILL SUB G/83 S 54.5 FT OF N 218 FT LOT 15 BLK A	FIRST ORANGE REALTY INC 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805-3133	350.31
LC 14-1351	28-22-29-5600-91-530 MERRYMOUNT N/29 LOT 153 BLK I	AHMED SHAFIQ 36 SHAWHURST LN HOLLYWOOD BIRMINGHAM, UNITED KINGDOM B47-5HL	320.63
LC 14-1352	34-23-28-0536-02-600 BAY LAKES AT GRANADA SECTION 4 11/90 LOT 260	MCCULLOCH THOMAS MCCULLOCH CAROL 10350 SAVANNAH RDG WINTER GARDEN, FL 34787-9626	524.82
LC 14-1366	24-22-28-6264-02-081 ORANGE VIEWS N/61 THE N 3 FT LOT 8 ALL LOTS 9 & 10 BLK B	GRUENER JOHN J 309 RIVERBEND BLVD LONGWOOD, FL 32779-2307	511.57
LC 14-1370	03-23-29-0183-17-130 ANGEBILT ADDITION NO 2 J/124 LOT 13 BLK 107	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805-3133	375.67
LC 14-1371	21-23-29-6026-00-670 OAK HILL MANOR UNIT 2 2/70 LOT 67	HARRIS PATRICIA A 2904 HEARTHSTONE WAY ORLANDO, FL 32839-3709	428.42
LC 14-1374	03-23-29-0180-32-170 ANGEBILT ADDITION H/79 LOT 17 & E1/2 LOT 16 BLK 32	MENDING HEARTS CHARITIES INC PO BOX 560609 ORLANDO, FL 32856-0609	275.30
LC 14-1377	30-23-29-8554-10-060 TANGELO PARK SECTION TWO X/10 LOT 6 BLK 10	BAILEY MARY C 7518 POMELO DR ORLANDO, FL 32819-8511	231.55
LC 14-1379	07-22-29-5174-13-010 LONDONDERRY HILLS SECTION TWO W/149 LOT 1 BLK M	CHAMBERS ELAINE C 1150 GRAND CONCOURSE APT 2K BRONX, NY 10456-3949	472.50

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LC 14-1381	19-22-29-6712-09-070 PARKWAY ESTATES U/2 LOT 7 BLK I	PRELUDE PROPERTY MANAGEMENT 1624 QUEENSWAY RD ORLANDO, FL 32808-5523	375.69
LC 14-1382	19-22-29-6952-05-020 PINE HILLS SUB NO 7 T/33 LOT 2 BLK E	FIKE ANITA 825 WINDTREE CT SANFORD, FL 32773-4867	522.50
LC 14-1383	03-23-29-0182-90-240 ANGEBILT ADDITION NO 2 J/124 LOT 24 BLK 90	CAMP LLLP 8401 SHADY GLEN DR ORLANDO, FL 32819-4178	364.04
LC 14-1384	03-23-29-0180-32-111 ANGEBILT ADDITION H/79 THE S 68 FT OF LOTS 11 & 12 BLK 32	OPERATION UNIFICATION INC 2050 WARNER AVE APT 1 FLINT, MI 48503-4067	248.59
LC 14-1388	03-23-29-1402-03-240 CLEAR LAKE VIEWS J/145 LOTS 24 & 25 BLK 3 (LESS W 26 FT FOR RD R/W)	BRAXTON EARL 1 PURLIEU PL STE 220 WINTER PARK, FL 32792-4406	718.45
LC 14-1390	03-23-29-1402-05-130 CLEAR LAKE VIEWS J/145 LOTS 13 & 14 BLK 5	FRONTLINE OUTREACH INC 3000 C R SMITH ST ORLANDO, FL 32805-2916	233.91
LC 14-1391	18-22-29-8600-00-180 THE ATRIUMS AT SILVER PINES 7/128 LOT 18	COVINTON HOLDINGS LLC 7233 REX HILL TRL ORLANDO, FL 32818	295.96
LC 14-1395	17-22-29-7802-00-870 SAN JOSE SHORES 4/97 LOT 87	LEITCH CHRISTOPHER F LEITCH ZENaida 4536 SAN SEBASTIAN CIR ORLANDO, FL 32808-5023	218.75
LC 14-1397	03-23-29-0180-44-220 ANGEBILT ADDITION H/79 LOT 22 BLK 44	MENDING HEARTS CHARITIES INC PO BOX 560609 ORLANDO, FL 32856-0609	209.41
LC 14-1399	03-23-29-0180-40-190 ANGEBILT ADDITION H/79 LOT 19 BLK 40	Gharib KIBRAIL Z 979 TRAMELLS TRL KISSIMMEE, FL 34744-5427	351.22
LC 14-1400	03-23-29-0180-53-100 ANGEBILT ADDITION H/79 LOT 10 BLK 53 SEE 5963/1578 5999/1544	DEOLDE JIM 926 26TH ST ORLANDO, FL 32805-5431	254.65
LC 14-1401	03-23-29-0182-96-170 ANGEBILT ADDITION NO 2 J/124 LOT 17 & E 5 FT LOT 16 & W 25 FT LOT 18 BLK 96	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	394.35
LC 14-1405	18-22-29-8249-00-090 SPRING HILLS VILLAS 34/100 LOT 9	DORSAINVIL FREDY C 2555 RALSTON WAY HAYWARD, CA 94541-3337	187.90
LC 14-1406	03-23-29-1402-03-360 CLEAR LAKE VIEWS J/145 LOTS 36 & 37 BLK 3	SULLIVAN DAVID A 1417 19TH ST ORLANDO, FL 32805-4415	358.24
LC 14-1407	03-23-29-1402-07-420 CLEAR LAKE VIEWS J/145 LOTS 42 43 & 44 BLK 7	RODRIGUEZ JOSE TRUSTEE 2224 HOFFNER AVE BELLE ISLE, FL 32809-3534	432.73

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LC 14-1408	34-22-29-1378-00-100 CLEAR LAKE GARDENS J/4 LOT 10	PIERRE LORETTE 1425 NW 192ND TER MIAMI, FL 33169-3444	427.25
LC 14-1411	25-22-28-1812-05-210 CRESCENT HILL M/42 THE S 18.2 FT LOT 21 & ALL LOTS 22 & 23 BLK E	ROOPNARAIN ANROWTIE ROOPNARAIN HAMRIT 403 N HART BLVD ORLANDO, FL 32835-1209	294.26
LC 14-1412	22-22-27-0000-00-026 S 475 FT OF W 376.39 FT OF SW1/4 OF SEC 22-22-27 (LESS S 75 FT) & BEG 475 FT N OF SE COR OF SEC 21-22-27 TH RUN W 163.96 FT TO E LINE OF TILDENVILLE RD SELY ALONG RD TO E LINE OF SEC N TO POB (LESS PART TAKEN FOR R/W PER 8912/1890)	14991 COLONIAL LLC 7701 DEBEAUBIEN DR ORLANDO, FL 32835-8128	1423.40
LC 14-1417	11-23-30-7271-01-360 QUAIL TRAIL ESTATES UNIT ONE 5/79 LOT 136	CLARK PATRICIA A ESTATE 7729 SNIPE ST ORLANDO, FL 32822-7720	231.09
LC 14-1419	21-22-31-6686-06-040 PARK MANOR ESTATES SECTION 1 X/79 LOT 4 BLK F	ALBA GILBERT ALBA BRANDY 2101 NE 8TH ST GAINESVILLE, FL 32609-3740	304.00
LC 14-1420	06-23-30-5364-00-181 MCLEISH TERRACE O/124 LOT 18 (LESS W 5 FT OF N 29.8 FT)	CARTALANO SANDRA K 1908 CLOVERLAWN AVE ORLANDO, FL 32806	8674.93
LC 14-1428	09-21-28-0197-10-030 TOWN OF APOPKA A/109 BEG 74 FT S OF NE COR OF LOT 3 BLK J TH RUN S 88 DEG W 62 FT S 24 FT N 88 DEG E 62 FT N 24 FT TO POB	SHAH FAMILY LLC 8250 LAKE SERENE DR ORLANDO, FL 32836-5023	203.40
LC 14-1429	09-21-28-0197-10-046 TOWN OF APOPKA A/109 BEG NE COR OF LOT 3 RUN S 26 FT W 62 FT N 27.26 FT E 62 FT TO BEG BLK J	SHAH FAMILY LLC 8250 LAKE SERENE DR ORLANDO, FL 32836-5023	203.40
LC 14-1432	09-21-28-0197-10-031 TOWN OF APOPKA A/109 BEG 122 FT S OF NE COR OF LOT 3 BLK J APOPKA RUN S 28 FT W 62 FT N 26.74 FT N 88 DEG E 62 FT TO BEG	TRSTE LLC TR 924 W COLONIAL DR ORLANDO, FL 32804-7314	203.40
LC 14-1434	16-21-28-0000-00-060 S1/2 OF SW1/4 OF SE1/4 OF NE1/4 OF SE1/4 (LESS W 30 FT FOR R/W) OF SEC 16-21-28	GAUFF BETTY JEAN DAILEY LAMUEL L 1367 S CENTRAL AVE APOPKA, FL 32703	2617.34
LC 14-1435	23-22-28-3560-00-650 LAUREL HILLS UNIT 2 4/118 LOT 65	RAMNATH SURSATTI & RAMNATH CHAITRAM 2222 BRIDGEWOOD TRL ORLANDO, FL 32818	343.65
LC 14-1442	07-22-29-5564-00-970 MEADOWBROOK ACRES V/105 LOT 97	INNISS LUCENE T 127 BELMONT ST ENGLEWOOD, NJ 07631-1550	361.25

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LC 14-1445	07-22-29-7050-04-060 PINE RIDGE ESTATES W/81 LOT 6 BLK D	CRUZ ORLANDO 5300 COVENTRY DR ORLANDO, FL 32808-2501	310.91
LC 14-1448	26-22-31-9103-00-310 WATERFORD LAKES TRACT N 31A 32/134 LOT 31	RONDEAU HENRY J ESTATE 13730 BLUE LAGOON WAY ORLANDO, FL 32828-8311	165.40
LC 14-1454	11-23-30-7784-01-070 ROYAL MANOR VILLAS UNIT TWO 9/136 LOT 107	SHARP QUINN S 3154 STONECASTLE RD ORLANDO, FL 32822	322.80
LC 14-1461	13-22-28-9238-01-530 WESTWOOD HEIGHTS X/129 LOT 53 BLK A	US BANK CUSTODIAN 50 S 16TH ST STE 1950 PHILADELPHIA, PA 19102-2517	616.30
LC 14-1464	03-23-29-7435-05-180 RIO GRANDE TERRACE 5TH ADDITION X/81 LOT 18 BLK E	ESTRADA JUAN ESTRADA AURORA 11120 VIOLET CT RIVERSIDE, CA 92503-8804	235.68
LC 14-1466	08-24-29-3184-00-003 GREEN BRIAR VILLAGE 9/101 TRACT C	DEMETRO LARRY 1335 N MILLS AVE ORLANDO, FL 32803-2542	2027.73
LC 14-1468	20-23-29-8195-16-130 SOUTHWOOD SUB SECTION 4 X/82 LOT 13 BLK P	UPAPONG RASSAMEE 4610 W OAK RIDGE RD ORLANDO, FL 32809	212.76
LC 14-1471	26-22-28-2139-06-000 DORSCHER PLAZA 39/110 LOT F	TRES HERMANOS LLC PO BOX 48237 SEATTLE, WA 98148-0237	533.39
LC 14-1472	03-23-29-7435-05-190 RIO GRANDE TERRACE 5TH ADDITION X/81 LOT 19 BLK E	DEETJEN MAX L 1715 MONTVIEW ST ORLANDO, FL 32805-6127	148.78
LC 14-1474	14-24-29-8214-00-800 SOUTHCHASE PHASE 1B VILLAGE 4 29/123 LOT 80	BENAVIDES LUIS A 11570 KENLEY CIR ORLANDO, FL 32824-5965	351.24
LC 14-1475	22-21-28-0000-00-134 SW1/4 OF SE1/4 OF NW1/4 W OF RY (LESS S 360 FT & LESS CLAY RD ON E) IN SEC 22-21-28 SEE 3098/1228 3577/920 & 3617/1019 (PROBLEM FILE)	PRESTON RETHA M 1564 CLARCONA RD APOPKA, FL 32703-7061	420.16
LC 14-1476	32-22-29-8992-02-120 BOOKER WASHINGTON ESTATE P/97 LOT 12 BLK B	OWENS TYRONE JR PO BOX 617651 ORLANDO, FL 32861	142.27
LC 14-1482	35-22-28-8838-00-800 VALENCIA HILLS UNIT ONE 13/120 LOT 80	CHAPMAN PAUL A 458 SATSUMA LN ORLANDO, FL 32835-5317	516.35
LC 14-1488	31-22-30-1700-01-140 CONWAY TERRACE G/119 LOT 14 BLK A	EVERBANK 8100 NATIONS WAY JACKSONVILLE, FL 32256-4405	1643.14
LC 14-1490	17-23-30-7966-01-210 SHENANDOAH PARK 1/93 LOT 21 BLK A	MORRIS PATTI H 4319 OLD DOMINION RD ORLANDO, FL 32812-7933	224.13



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LC 14-1501	15-23-30-5566-00-651 MEADOW COVE UNIT 2 10/62 THE E1/2 LOT 65	EVOLA MARIE 6911 EDGEFIELD LN ORLANDO, FL 32822-3642	3621.96
LC 14-1505	22-22-30-0000-00-230 THAT PT OF E1/2 OF NW1/4 LYING N OF OLD HWY & S OF HWY 50 SEC 22- 22-30	BIG SAMMYS FOOD MART INC 6300 E COLONIAL DR ORLANDO, FL 32807	298.88
LC 14-1507	21-22-30-3368-00-050 HAPPY ACRES W/82 LOT 5	JOHNSTON HEATHER JOHNSTON KEITH 1301 TRUMAN RD ORLANDO, FL 32807-2028	485.48
LC 14-1515	03-23-29-0183-20-150 ANGEBILT ADDITION NO 2 J/124 LOT 15 BLK 110	TYNDALL LINDA 8651 WARWICK SHORE XING ORLANDO, FL 32829-8023	144.19
LC 14-1516	12-21-28-4688-02-140 LAKE MENDELIN ESTATES 1ST ADD R/126 LOT 14 BLK B	HOBAN VIRGINIA G 10541 SPRINGWOOD DR PORT RICHEY, FL 34668-3045	218.90
LC 14-1520	29-21-28-6640-22-460 PARADISE HEIGHTS O/31 LOTS 46 & 47 BLK 22	MAUBAHAT PAUL 13026 131ST AVE JAMAICA, NY 11420-3415	225.50
LC 14-1521	29-21-28-6640-22-420 PARADISE HEIGHTS O/31 LOTS 42 & 43 BLK 22	MAUBAHAT PAUL 13026 131ST AVE JAMAICA, NY 11420-3415	225.50
LC 14-1522	29-21-28-6640-22-460 PARADISE HEIGHTS O/31 LOTS 46 & 47 BLK 22	MAUBAHAT PAUL 13026 131ST AVE JAMAICA, NY 11420-3415	225.50
LC 14-1526	31-21-29-7416-03-110 RI MAR RIDGE W/27 LOT 11 BLK C	GILLETTE KEN 202 BRIGHTON WAY CASSELBERRY, FL 32707	544.25
LC 14-1529	30-23-29-8554-01-010 TANGELO PARK SECTION TWO X/10 LOT 1 BLK 1	ROLLERSON SENITA 1650 NW 4TH AVE APT 11H MIAMI, FL 33136-1520	186.72
LC 14-1531	11-22-28-8064-01-050 SILVER RIDGE PHASE 2 15/72 LOT 105	STANLEY ERROLD 7650 WARDEN DR ORLANDO, FL 32818-3055	112.72
LC 14-1533	35-21-28-1408-00-270 CLEARVIEW HEIGHTS SECOND ADDITION SECTION TWO 3/36 LOT 27	MITCHELL HEATHER MCCORD MITCHELL MOLLY MCCORD 2059 MERITAGE DR SPARKS, NV 89434-2102	251.75
LC 14-1536	17-20-27-3155-00-510 GREATER COUNTRY ESTATES PHASE III 62/93 LOT 51	MANRY PAUL 12625 SE 60TH ST BELLEVUE, WA 98006-3961	1550.90
LC 14-1546	21-20-27-0000-00-033 BEG 521.5 FT W OF NE COR OF SE1/4 OF SW1/4 OF NE1/4 RUN S 207 FT W 72.1 FT N 207 FT E 72.4 FT TO BEG IN SEC 21-20-27 (LESS N 30 FT FOR RD)	SIMS WILLIE MAE 11535 COLLEGE ST DETROIT, MI 48205-3270	346.63

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LC 14-1547	15-21-28-0760-00-210 BOBBIE JOE ADDITION Q/133 LOT 21	JOHNSON GARY W ESTATE 113 E CLEVELAND ST APOPKA, FL 32703-8001	293.45
LC 14-1549	16-20-28-0000-00-017 W 110 FT OF E 950 FT OF N1/2 OF N1/4 OF NE1/4 OF SE1/4 (LESS N 30 FT FOR ST) OF SEC 16-20-28	HUMKE SARAH JANE PO BOX 308 PLYMOUTH, FL 32768-0308	486.48
LC 14-1550	16-21-28-5500-00-160 MARDEN HEIGHTS 9/139 LOT 16	USTVREA LLC 5911 S FASHION BLVD STE 200 SALT LAKE CITY, UT 84107-7210	299.19
LC 14-1552	16-23-28-8080-02-720 SILVER WOODS PHASE FIVE 19/31 LOT 272	PERSAD VIDIA A PERSAD DOEKIE S 6523 WYNGLOW LN ORLANDO, FL 32818-1311	377.57
LC 14-1555	32-22-29-8992-02-200 BOOKER WASHINGTON ESTATE P/97 LOT 20 BLK B	COUNTS GEORGE ADAMS 4411 COLLEGE DR ORLANDO, FL 32811 S3	379.17
LC 14-1557	16-21-28-6040-03-260 OAK LAWN O/141 LOT 26 BLK 3	WILSON SUZETTE MICHELLE 1514 ORMOND AVE APOPKA, FL 32703-4631	446.05
LC 14-1559	15-21-28-0760-00-140 BOBBIE JOE ADDITION Q/133 LOTS 14 15 22 23 & 24 SEE 2950/91	PRESTON RETHA M 1564 CLARCONA RD APOPKA, FL 32703-7061	665.23
LC 14-1561	32-22-29-4604-01-610 LAKE MANN SHORES P/28 LOT 161	WELLS FARGO BANK MINNESOTA NA TR 4208 LENOX BLVD ORLANDO, FL 32811-4138	495.12
LC 14-1563	12-21-28-4692-02-020 LAKE MENDELIN ESTATES 2ND ADD S/22 LOT 2 BLK B	DUNCAN KYLE JR 2625 NOVA DR APOPKA, FL 32703-4831	333.62
LC 14-1565	08-24-29-3184-01-690 GREEN BRIAR VILLAGE 9/101 LOT 169	MOODY ROBERT R JR 6577 HIDDEN BEACH CIR ORLANDO, FL 32819-7576	381.63
LC 14-1570	03-23-29-0180-14-130 ANGEBILT ADDITION H/79 LOT 13 BLK 14	MENDING HEARTS CHARITIES INC PO BOX 560609 ORLANDO, FL 32856-0609	245.03
LC 14-1572	25-22-28-6424-03-080 ORLO VISTA TERRACE N/95 LOT 8 BLK C	THOMAS LORRAINE V PO BOX 551 SPRING LAKE, NJ 07762-0551	487.54
LC 14-1574	16-21-28-6040-03-250 OAK LAWN O/141 LOT 25 BLK 3	TAYLOR SAMUEL 16 W ELLA J GILMORE ST APOPKA, FL 32703-7004	348.60
LC 14-1578	11-23-30-7271-01-650 QUAIL TRAIL ESTATES UNIT ONE 5/79 LOT 165	MARIN VIVIAN 260 AUTUMN BREEZE WAY WINTER PARK, FL 32792-3914	272.50
LC 14-1581	35-22-30-7271-01-440 QUAIL HOLLOW AT RIO PINAR 5/1 LOT 44 BLK A (LESS BEG AT NW COR OF LOT 44 BLK A RUN E ALONE S R/W LINE PARROT DRIVE 40.50 FT S 100 FT W 40.50 FT N 100 FT TO POB)	RAMOS LUIS 8084 PARROT DR ORLANDO, FL 32825-9006	126.70

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LC 14-1584	25-22-28-6424-07-100 ORLO VISTA TERRACE N/95 LOT 10 BLK G (LESS W 5 FT FOR ST)	ELORRE KALVINCENT 2545 CLARINET DR ORLANDO, FL 32837-7062	497.02
LC 14-1594	10-23-29-7433-05-050 RIO GRANDE TERRACE 3RD ADD W/127 LOT 5 BLK E	JOHNSON MINNIE 3026 S RIO GRANDE AVE APT A ORLANDO, FL 32805-6363	341.38
LC 14-1596	10-23-29-7434-12-080 RIO GRANDE TERRACE 4TH ADDITION X/40 LOT 8 BLK L SEE 6473/4439	DIAZ EMMA VALDIVIA 2244 BLOSSOM TER ORLANDO, FL 32839-3827	297.73
LC 14-1602	15-22-32-2336-05-180 UNRECORDED PLAT EAST ORLANDO ESTATES SECTION 1 LOT 518 DESC AS E 72 FT OF W 117 FT OF S 100 FT OF BLK 602 & LOT 519 DESC AS E 72 FT OF W 189 FT OF S 100 FT OF BLK 602	BELL TRAYON MAYO SHEREEN 631 BELVEDERE RD ORLANDO, FL 32820-2229	567.10
LC 14-1603	22-22-28-3073-00-280 GOOD HOMES VISTA 16/54 LOT 28	CHEN YU QUN 2854 MAYFLOWER LOOP CLERMONT, FL 34714	468.60
LC 14-1605	24-22-28-6240-09-310 ORANGE HEIGHTS L/33 LOTS 31 THROUGH 34 BLK I (LESS E 5 FT FOR RD R/W)	COLONIAL PROPERTY INVESTMENT LLC 808 N JOHN ST ORLANDO, FL 32808-7531	308.55
LC 14-1606	24-22-28-0593-01-050 BEL AIRE WOODS SECOND ADDITION 2/52 LOT 5 BLK A	WIGGAN ANGELA 6439 SAGEWOOD DR ORLANDO, FL 32818	201.99
LC 14-1608	18-22-29-7579-07-120 ROBINSWOOD HILLS W/8 LOT 12 BLK G	BROWNELL MARY H 1800 LAKE LORINE DR ORLANDO, FL 32808	425.96
LC 14-1612	19-22-31-0000-00-024 S 334 FT OF N 501 FT OF SE1/4 OF NE1/4 (LESS E 48 FT FOR RD) OF SEC 19-22-31	JAIN MANOHAR H TRUSTEE 4800 S APOPKA VINELAND RD ORLANDO, FL 32819-3127	11152.51
LC 14-1616	17-23-30-2959-00-380 GATLIN GROVE 8/16 LOT 38	LEWIS EDWARD R & LEWIS JULIE A 2442 FIELDING CT ORLANDO, FL 32806	366.40
LC 14-1619	19-22-31-0000-00-027 COMM NE COR OF SEC 19 TH S 1341.28 FT W 49.02 FT S 30.01 FT TO POB CONT S 137.05 FT W 380.28 FT N 01 DEG W 137.09 FT E 381.53 FT TO POB	JAIN MANOHAR H TRUSTEE 4800 S APOPKA VINELAND RD ORLANDO, FL 32819-3127	10931.77
LC 14-1620	21-22-30-3368-00-100 HAPPY ACRES W/82 LOT 10	ROSA MIGUEL ROSA ANA A 922 LEJAY ST ORLANDO, FL 32825-6320	517.58
LC 14-1622	13-22-28-7572-11-010 ROBINSWOOD SECTION SEVEN W/146	CARTER LINDA 2203 N HASTINGS ST	282.14



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	LOT 1 BLK K	ORLANDO, FL 32808-4812	
LC 14-1624	34-21-29-1144-00-680 CAMPUS VIEW Q/107 LOT 68 & 69	NOCAM PROPERTIES LLC 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805-3133	132.96
LC 14-1625	03-22-29-0067-08-160 ALBERT LEE RIDGE 4TH ADDITION W/46 LOT 16 BLK H 4133/4081 & 6616/6412 (DC)	SIMKOVSKY CHARLES 1017 MALONE DR ORLANDO, FL 32810-5448	332.19
LC 14-1627	18-22-29-9586-01-140 FORREST PARK UNIT 4 1/9 LOT 114	FANNIE MAE 5530 WESTBURY DR ORLANDO, FL 32808-3446	174.34
LC 14-1631	09-20-28-7264-06-010 PRO S RANCH T/50 LOT 1 BLK F	U S BANK N A TRUSTEE C/O OCWEN LOAN SERVICING LLC 1661 WORTHINGTON RD STE 100 WEST PALM BEACH, FL 33409-6493	338.38
LC 14-1634	22-21-28-0000-00-110 ELY 364.42 FT OF N 100 FT OF S 700 FT OF NW1/4 OF NW1/4 LYING W OF OLD APOPKA RD IN SEC 22-21-28	PERRY BERNICE E ESTATE 1700 OLD APOPKA RD APOPKA, FL 32703-8025	1386.69
LC 14-1640	27-22-27-0000-00-037 BEG 300 FT E & 7 FT S OF NW COR OF NE1/4 OF SW1/4 RUN E 100 FT S 100 FT W 100 FT N 100 FT TO POB IN SEC 27-22-27	JACKSON NELLIE, HARRISON MABEL DUKES, DUKES HEARN DUKES DAVID, DUKES SAMUEL ESTATE, DUKES FLORENCE ESTATE, SMITH OCILLA DUKES ESTATE 14722 BETINA ST WINTER GARDEN, FL 34787-5130	400.99
LC 14-1642	17-20-27-3695-00-070 HOLLY STREET SUB 25/95 LOT 7	POSTELL ANTONIO T PO BOX 1323 ZELLWOOD, FL 32798-1323	737.86
LC 14-1647	16-21-28-6040-03-180 OAK LAWN O/141 LOT 18 BLK 3	JOHNSON SAM 39 W 15TH ST APOPKA, FL 32703-3908	465.44
LC 14-1648	06-21-28-0000-00-054 FROM NE COR OF NE1/4 OF SE1/4 RUN W 466.67 FT S 72.88 FT N 79 DEG W 240.46 FT FOR A POB TH N 79 DEG W 60 FT N 130.49 FT S 79 DEG E 60 FT S 130.49 FT TO POB IN SEC 06-21-28	DUNN FRED NATHAN 1643 SILVER FOX CIR APOPKA, FL 32712-3065	288.48
LC 14-1649	06-21-28-0000-00-057 COMM NE COR OF NE 1/4 OF SE 1/4 TH S 89 DEG W 466.67 FT ALONG N LINE OF SE 1/4 S 00 DEG W 72.38 FT N 79 DEG W 300.46 FT TO POB N 79 DEG W 60 FT N 00 DEG E 130.49 FT S 79 DEG E 60 FT S 00 DEG W 130.49 FT TO POB IN SEC 06-21-28 SEE 4016/394 & 401	DUNN FRED NATHAN 1643 SILVER FOX CIR APOPKA, FL 32712-3065	275.95

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LC 14-1652	15-21-28-0000-00-202 BEG 637 FT S & 542 FT E OF W1/4 COR RUN N 100 FT E 60 FT S 100 FT W 60 FT TO POB IN SEC 15-21-28	CUNNINGHAM ROOSEVELT 1213 S PARK AVE APOPKA, FL 32703-7062	416.44
LC 14-1653	36-20-27-9612-03-060 MORRISONS SUB 1/4 LOT 6 & W 8 FT OF LOT 7 BLK C	CHAND2010 LLC 6637 SHADOW OAK LN ORLANDO, FL 32809-6665	386.33
LC 14-1654	36-20-27-9612-03-070 MORRISONS SUB 1/4 LOT 7 (LESS W 8 FT) BLK C	FERNANDEZ ALFONSO G 1501 ORMOND AVE APOPKA, FL 32703-4635	737.30
LC 14-1656	32-22-29-8992-04-100 BOOKER WASHINGTON ESTATE P/97 LOT 10 BLK D	RAMVALES INVESTMENTS INC 1427 VILLA HILL CT APOPKA, FL 32712	466.16
LC 14-1657	32-22-29-8992-01-160 BOOKER WASHINGTON ESTATE P/97 LOT 16 BLK A	JOHNSON AUSEY 907 COLUMBIA ST ORLANDO, FL 32805	250.53
LC 14-1659	03-23-29-0180-13-150 ANGEBILT ADDITION H/79 LOT 15 BLK 13	DEOLDE WILLIAM J 1205 ROYAL PALM AVE ORLANDO, FL 32809-6728	223.84
LC 14-1660	03-23-29-0180-31-090 ANGEBILT ADDITION H/79 LOT 9 BLK 31 SEE 2529/1889	LYNCH MILLIE R 830 23RD ST ORLANDO, FL 32805-5325	198.41
LC 14-1661	03-23-29-0180-46-010 ANGEBILT ADDITION H/79 LOT 1 BLK 46	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809-6841	146.09
LC 14-1673	25-22-28-6420-05-120 ORLO VISTA HEIGHTS ADDITION L/75 LOTS 12 & 13 BLK E	BROWN HORACE E C/O BEVERLY BROWN 35 S OBSERVATORY DR ORLANDO, FL 32835-1335	486.17
LC 14-1674	06-20-27-3276-03-041 HACINDAS BONITA DEL PINOS F/75 BEG SE COR LOT C4 RUN N 210.8 FT W 693.3 FT S 100 FT W TO W LINE OF E1/4 OF SEC TH S 110.8 FT TH E TO SE COR OF SAID LOT C4 & N 50 FT OF LOT B-4 (LESS PT IN LAKE COUNTY)	BAOBAB TWO LLC 730 S MASHTA DR KEY BISCAYNE, FL 33149-1737	5576.18
LC 14-1675	22-23-28-6200-00-960 ORANGE BAY 9/60 LOT 96	DOZEK BERNARD V JR 6335 ORANGE COVE DR ORLANDO, FL 32819-4174	285.73
LC 14-1676	36-22-28-6416-04-530 ORLO VISTA HEIGHTS K/139 LOT 53 BLK D & THAT PT OF VAC R/W LYING SLY THEREOF PER 7009/1859 & THAT PART OF PLATTED LAKE LYING BETWEEN WEST LOT LINE EXTENDED SOUTH TO SOUTH LINE OF PLAT, AND LYING NWLY OF A LINE BEG 107.3 FT SOUTH OF THE NE COR OF LOT 53 BLK D EXTENDED AT A RIGHT ANGLE FROM THE PLATTED	R AND K HOMES AND CONSTRUCTION INC 400 S OBSERVATORY DR ORLANDO, FL 32835	739.65

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	CURVE OF THE VAC ST PER 7009/1859 TO INTERSECT THE WEST LINE OF LOT 53 EXTENDED SOUTH		
LC 14-1677	34-22-28-7294-01-440 RAINTREE PLACE PHASE 2 17/57 LOT 144	COTTO ELIUD O 2636 SILKWOOD CIR APT 512 ORLANDO, FL 32818-3369	325.32
LC 14-1679	15-22-28-4716-00-602 LAKE PARK HIGHLANDS F/124 LOT 60 1/2 & ST ON NWLY SIDE (LESS RW THRU SD LOT)	ASTRAUSKAS LUCIA INES ACOSTA PEDRO PABLO ASTRAUSKAS 1807 GOOD HOMES RD ORLANDO, FL 32818-8909	3790.98
LC 14-1680	24-20-27-0000-00-078 S1/8 OF NW1/4 OF SW1/4 SEC 24-20-27 (LESS W 30 FT RD RW)	SIERPUTOWSKI RALPH C SIERPUTOWSKI JUNE ELLEN 3313 GOLDEN GEM RD APOPKA, FL 32712-5427	7790.73
LC 14-1682	36-22-28-6416-03-140 ORLO VISTA HEIGHTS K/139 LOT 14 BLK C	HAUPT RUTH E PO BOX 54 GOTHA, FL 34734-0054	476.13
LC 14-1683	36-22-28-6416-02-115 ORLO VISTA HEIGHTS K/139 LOT 12 BLK B	HAUPT RUTH E PO BOX 54 GOTHA, FL 34734-0054	473.10
LC 14-1685	25-22-28-6424-08-100 ORLO VISTA TERRACE N/95 LOT 10 BLK H	BUTLER CHARLIE ESTATE ETAL C/O JESSIE MICHAEL ANDERSON 135 N JOHN ST ORLANDO, FL 32835	254.79
LC 14-1686	25-22-28-6420-05-120 ORLO VISTA HEIGHTS ADDITION L/75 LOTS 12 & 13 BLK E	BROWN HORACE E C/O BEVERLY BROWN 35 S OBSERVATORY DR ORLANDO, FL 32835-1335	539.38
LC 14-1689	03-23-29-0183-12-231 ANGEBILT ADDITION NO 2 J/124 THE E1/2 LOT 23 & ALL LOT 24 BLK 102	RUSSELL STACEY L 7268 HIAWASSEE OAK DR ORLANDO, FL 32818-8360	446.70
LC 14-1690	03-23-29-0182-95-120 ANGEBILT ADDITION NO 2 J/124 LOT 12 (LESS RD) BLK 95	VEASEY JACQUELINE VICTORIA 2040 LEER LAKE BREEZE RV PARK LOT C1 ORLANDO, FL 32810	1243.02
LC 14-1697	19-22-29-6976-08-110 PINE HILLS MANOR NO 2 S/84 LOT 11 BLK H	AIHE DAVID AIHE EZIOMA 3218 BANCROFT BLVD ORLANDO, FL 32833	321.79
LC 14-1698	19-22-29-6950-06-080 PINE HILLS SUB NO 6 T/8 LOT 8 BLK F	COPPOCK JOHN THOMAS JR 11330 LITTLE BEAR WAY BOCA RATON, FL 33428-2632	310.38
LC 14-1699	18-22-29-2535-10-080 EVANS VILLAGE SECOND UNIT X/125 LOT 8 BLK J	SNYDER JAMES W ESTATE 6841 LAKE ERIE RD GROVELAND, FL 34736-9746	363.19

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LC 14-1701	03-23-29-0180-39-120 ANGEBILT ADDITION H/79 LOT 12 (LESS BEG 13.85 FT N OF SW COR THEREOF RUN ELY 8.33 FT NLY 40.2 FT WLY 7.9 FT S 40.2 FT TO POB) BLK 39	MENDING HEARTS CHARITIES INC PO BOX 2765 SANFORD, FL 32772	206.93
LC 14-1702	30-23-29-8554-06-110 TANGELO PARK SECTION TWO X/10 LOT 11 BLK 6	VELOZ CESAR A 5420 BAYBROOK AVE ORLANDO, FL 32819	217.53
LC 14-1706	20-23-29-9610-03-030 LAUREL PARK SECOND ADDITION Z/123 LOT 3 BLK C	DOSS EMANUEL DOSS DIANE 23321 CITRUS VALLEY RD HOWEY IN THE HILLS, FL 34737- 4149	290.89
LC 14-1707	10-23-29-7420-04-010 RIO GRANDE SUB 2ND REPLAT U/48 LOT 1 BLK D (LESS RD R/W)	JONES JAMIN M 39 MANSFIELD ST GLOUCESTER, MA 01930	288.75
LC 14-1708	27-22-28-7713-00-340 ROSEVIEW SUB 18/145 LOT 34	DE SOUZA COSTA MARLI REGINA N 3600 EST DO RIO GRANDE CASA 404 TAQUARA, BRAZIL 22723-005	290.94
LC 14-1710	30-23-29-8552-06-140 TANGELO PARK SECTION ONE W/100 LOT 14 BLK 6	INDAR DAVID 7640 APPLE TREE CIR ORLANDO, FL 32819	305.34
LC 14-1711	24-23-29-0192-10-050 W R ANNOS ADD TO PINECASTLE F/53 LOT 5 (LESS E 2.5 FT) BLK 10	NIENHUIS MICHAEL J 203 E FILLMORE AVE ORLANDO, FL 32809-5050	826.88
LC 14-1712	10-22-30-9441-00-230 WINTER PARK PINES UNIT 16 FIRST ADDITION 3/6 LOT 23	DUTTON ROBERT S CONOLE MARGARET 2944 BANCHORY RD WINTER PARK, FL 32792-4502	235.90
LC 14-1718	15-21-28-0000-00-042 E 110 FT OF W 330 FT OF SE1/4 OF NE1/4 LYING N OF RD (LESS N 357.5 FT & LESS BEG 330 FT E & 619 FT S OF NW COR OF W1/2 OF SE1/4 OF NE1/4 RUN W 5 FT S 56.70 FT SELY ALONG RD 6 FT N 60 FT TO POB) IN SEC 15-21-28	CORBIER ARNOLD SEMERZIER CARLO 1125 APOPKA BLVD APOPKA, FL 32703	476.10
LC 14-1724	24-22-31-7977-00-130 SHIOCTON HEIGHTS 22/3 LOT 13	HUGHES JOHN A HUGHES ANGELA REGALADO 14767 CONGRESS ST ORLANDO, FL 32826-5109	332.80
LC 14-1728	01-24-29-8516-40-401 TAFT E/4 LOTS 1 THROUGH 10 & VAC ALLEY LYING BETWEEN SAID LOTS ALL IN BLK 4 TIER 4 (LESS R/W ON SE COR OF LOT 10)	424 REALTY LLC C/O WOOLBRIGHT PETROLEUM INC 1601 S FEDERAL HWY BOYNTON BEACH, FL 33435-6953	651.10
LC 14-1739	03-23-29-0180-13-210 ANGEBILT ADDITION H/79 LOT 21 BLK 13	ALUMNI PARTNERS II LLC PO BOX 52890 SARASOTA, FL 34232	249.56



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LC 14-1740	03-23-29-0182-88-171 ANGEBILT ADDITION NO 2 J/124 THE E 40 FT OF LOT 17 & W 25 FT OF LOT 18 BLK 88	SHELLEY LANDIS R 1211 35TH ST ORLANDO, FL 32805-7005	365.22
LC 14-1744	25-22-28-6420-08-160 ORLO VISTA HEIGHTS ADDITION L/75 LOT 16 BLK H	RODRIGUES WAGNER & RODRIGUES SUSANA 13824 ECON WOODS LN ORLANDO, FL 32826	569.21
LC 14-1748	19-22-29-6954-12-020 PINE HILLS SUB NO 8 T/68 LOT 2 BLK L	WAITES GERALDINE 905 SANTA BARBARA RD ORLANDO, FL 32808-7225	380.99
LC 14-1751	10-23-29-7420-04-020 RIO GRANDE SUB 2ND REPLAT U/48 LOT 2 BLK D	DEOLDE WILLIAM JAMES PO BOX 2503 ORLANDO, FL 32802	306.35
LC 14-1753	23-22-28-7973-01-530 BEL AIRE WOODS FIFTH ADDITION 3/88 LOT 153	JONES LEROY & JONES JULIET 1801 GUMWOOD CT ORLANDO, FL 32818	270.78
LC 14-1756	19-22-29-6976-08-100 PINE HILLS MANOR NO 2 S/84 LOT 10 BLK H	JACOBS WILLIESTEINA 10411 125TH ST SOUTH RICHMOND HILL, NY 11419	283.39
LC 14-1758	18-22-29-9580-04-110 EVANS VILLAGE 3RD UNIT Z/141 LOT 11 BLK D	1401 HERNANDES DRIVE LAND TRUST 1401 HERNANDES DR ORLANDO, FL 32808-6316	299.45
LC 14-1761	16-23-30-1640-07-040 CONWAY ACRES THIRD ADDITION Z/47 LOT 4 BLK G	DRAY CARL DRAY DOROTHY 5957 ABERCORN DR ORLANDO, FL 32812-1509	289.00
LC 14-1763	05-23-30-0031-01-130 AGNES HEIGHTS FIRST ADDITION X/59 LOT 13 BLK A	BARON JAVIER 3801 EDLAND DR ORLANDO, FL 32812	269.20
LC 14-1764	31-22-31-2008-03-250 DEERWOOD UNIT 6 16/29 LOT 325	BITZER SUSAN H 9022 PALOS VERDE DR ORLANDO, FL 32825-8068	1384.48
LC 14-1765	14-23-29-4528-03-100 LAKE JESSAMINE SHORES R/41 LOT 10 BLK C	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	408.69
LC 14-1769	19-22-31-0000-00-023 COMM NE COR SEC 19 TH S 1341.28 FT W 49.02 FT TO POB S 30.01 FT W 381.53 FT S 01 DEG E 137.09 FT W 900 FT N 01 DEG W 167.11 FT E 1281.80 FT TO POB	JAIN MANOHAR H TRUSTEE 4800 S APOPKA VINELAND RD ORLANDO, FL 32819-3127	3958.90
LC 14-1776	17-22-29-5928-03-040 NORMANDY SHORES FIRST SECTION W/63 LOT 4 BLK C	TRUST NUMBER 2403 C/O DO SAOPAULI INC TRUSTEE 144 MAGNOLIA DR ALTAMONTE SPRINGS, FL 32714	447.97
LC 14-1779	18-22-29-1790-03-080 COUNTRY CLUB HEIGHTS 1ST ADD W/15	FIRST ORANGE REALTY INC 750 S ORANGE BLOSSOM TRL STE 1	354.88

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	LOT 8 BLK C	ORLANDO, FL 32805-3133	
LC 14-1789	09-21-28-0197-10-048 TOWN OF APOPKA A/109 THE S 36 FT LOT 3 BLK J	GARCIA NOEMI 2361 HOME AGAIN RD APOPKA, FL 32712	260.70
LC 14-1790	07-24-29-8286-02-940 ORANGEWOOD SHADOW WOOD UNIT 2 7/35 LOT 294	SENNA RANDALL R PO BOX 1402 WILDWOOD, NJ 08260-8362	399.64
LC 14-1792	28-22-28-0021-00-420 AZALEA RIDGE 35/56 LOT 42	DEVITO ANTHONY M DEVITO HELEN P 4455 MERRIMAC AVE # 121 JACKSONVILLE, FL 32210-1814	228.88
LC 14-1805	34-22-29-6316-00-136 8993/2365 RECORDED WITH OUT LEGAL ORLANDO FARM & TRUCK CO SUB D/45 THE S 69 FT OF N 1/2 OF E 165 FT OF LOT 13 (LESS E 15 FT FOR RW) SEE 4230/3195	SETABOUHA NEDAL 16124 S HOOVER ST GARDENA, CA 90247	2085.66
LC 14-1806	03-23-29-0180-04-080 ANGEBILT ADDITION H/79 LOT 8 BLK 4	MCCOY JOHNNIE B JACKSON ADRIENNE 818 W MILLER ST ORLANDO, FL 32805-4506	381.61
LC 14-1807	03-23-29-0180-04-140 ANGEBILT ADDITION H/79 LOT 14 BLK 4	S W I S USA COMPANIES LLC 7925 W STATE ROAD 46 SANFORD, FL 32771	212.16
LC 14-1810	03-23-29-0180-10-100 ANGEBILT ADDITION H/79 LOTS 10 & 11 BLK 10	GONZALEZ VICTOR H GONZALEZ ALEJANDRA E PO BOX 560697 ORLANDO, FL 32856-0697	512.83
LC 14-1820	03-23-29-0183-12-220 ANGEBILT ADDITION NO 2 J/124 LOT 22 & W1/2 LOT 23 BLK 102	VIAMONTES RENE 1223 43RD ST ORLANDO, FL 32839	645.20
LC 14-1831	26-22-28-6044-00-315 OAK MEADOWS PD PHASE 3 UNIT 2 17/134 LOT 31B	MUELLER LUCENA RUTH 207 ALSTON DR ORLANDO, FL 32835	266.45
LC 14-1832	35-22-28-8383-00-090 SUMMER LAKES 17/2 LOT 9 A	SCHENKE DANIEL JON JR 1005 NIN ST ORLANDO, FL 32835	235.85
LC 14-1833	16-23-30-1674-03-070 CONWAY HILLS UNIT NO 3 1/34 LOT 7 BLK C	WARNER KEVIN S WARNER PENNY J 4415 LEOLA LN ORLANDO, FL 32812-8106	454.25
LC 14-1834	11-23-30-6851-00-005 PERSHING VILLAS 19/112 TRACT E	HANSON-MURPHY INC 12391 SW 130TH ST MIAMI, FL 33186-6208	421.16
LC 14-1838	23-23-29-0000-00-151 BEG 539.50 FT E OF SW COR OF SEC RUN E 200 FT N 211.50 FT TO S LINE OF SKY LAKE OAK RIDGE SEC FOUR Z/150 W 200 FT TH S 212.17 FT TO POB	SALAMA INVESTMENTS INC 1061 ALVINA LN OVIEDO, FL 32765	295.86

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	(LESS S 35 FT FOR R/W) & (LESS PT TAKEN ON S FOR R/W PER OR 5791/127 CI97-9442) IN SEC 23-23-29		
LC 14-1840	26-22-30-0000-00-110 S 100 FT OF N 200 FT OF E 300 FT OF W1/2 OF SE1/4 OF SW1/4 OF NE1/4 OF SEC 26-22-30	RAHE JAMES J RAHE TERRIE M 127 ORMOND RD ORLANDO, FL 32807-8235	8445.61
LC 14-1848	06-23-30-0024-01-260 ADIRONDACK HEIGHTS J/108 LOT 26 (LESS E 38 FT) BLK A	ANDREWS TIMOTHY E ANDREWS ANTHONY D 2315 MARLBORO ST ORLANDO, FL 32806-4927	371.39
LC 14-1851	30-24-30-9467-90-510 WOODBIDGE AT MEADOW WOODS 34/1 LOT 51 BLK 190	CHRISTIANA TRUST TRUSTEE 1610 E SAINT ANDREW PL STE B-150 SANTA ANA, CA 92705-4931	157.90
LC 14-1853	01-24-29-8516-40-909 TAFT E/4 LOT 9 BLK C TIER 4	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	267.69
LC 14-1854	01-24-29-8516-40-910 TAFT E/4 LOT 10 BLK C TIER 4	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	300.10
LC 14-1858	35-22-30-0431-03-220 AZALEA PARK SECTION 28 X/55 LOT 22 BLK C	GARCIA FERDINAND & CORTES MAYRA 7027 LAKNER WAY ORLANDO, FL 32822	551.73
LC 14-1867	09-21-28-5908-03-191 NEW ENGLAND HEIGHTS L/19 LOT 19 (LESS S 5 FT & LESS W 5 FT FOR RD) BLK C SEE 2478/1812	KNIGHT MARY L, HURT JOSEPH CURTIS JR. HURT DONALD LEE, HURT RONALD DEE, KNIGHT MARY VANESSA 251 MAINE AVE APOPKA, FL 32712-3404	232.53
LC 14-1868	09-21-28-0197-10-180 TOWN OF APOPKA A/109 LOT 18 BLK J	JIMENEZ JOHN 935 BIRMINGHAM CT APT 207 LAKE MARY, FL 32746-3382	563.47
LC 14-1869	15-21-28-0932-03-270 BROOKS ADDITION TO APOPKA Q/37 LOTS 27 & 28 BLK C	TAX EASE FLORIDA REO LLC 14901 QUORUM DR STE 900 DALLAS, TX 75254	230.41
LC 14-1879	31-21-29-5644-00-332 MILLERS SUB L/68 THE E1/2 LOT 33	HILERME EDITH 447 ACACIA TREE WAY KISSIMMEE, FL 34758-3683	261.98
LC 14-1884	32-22-29-9004-12-120 WASHINGTON PARK SECTION ONE O/151 LOT 12 BLK 12	LEWIS HORACE C/O JEAN FRANCIS LEWIS 3123 NEW ENGLAND THRUWAY BRONX, NY 10469	532.85
LC 14-1886	31-22-29-1800-04-080 L C COXS ADDITION R/42 LOT 8 BLK D	CITY STRUCTURES INVESTMENTS LLC 4514 CHAMBLEE DUNWOODY RD UNIT 123 ATLANTA, GA 30338	405.69



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LC 14-1887	32-21-29-6524-00-670 PALM HEIGHTS S/142 LOT 67	AMICI BELINDA A 5816 EDGEWATER DR ORLANDO, FL 32810-5261	759.70
LC 14-1891	11-22-28-8054-06-050 SILVER STAR ESTATES X/108 LOT 5 BLK F	KISHUNI JEN 2703 BON AIR DR ORLANDO, FL 32818	304.84
LC 14-1892	19-22-29-6982-05-370 PINE HILLS MANOR NO 5 T/4 LOT 37 BLK E	RIVERA ARIEL S 1232 SAINT JAMES RD ORLANDO, FL 32808	127.81
LC 14-1896	24-22-28-7562-02-070 ROBINSWOOD SECTION TWO V/1 LOT 7 BLK B	DELCHER AUDRA H 1619 HIALEAH ST ORLANDO, FL 32808	106.69
LC 14-1908	30-23-29-8552-01-300 TANGELO PARK SECTION ONE W/100 LOT 30 BLK 1	GARCIA GINA M 7706 AVIANO AVE ORLANDO, FL 32819	146.46
LC 14-1911	18-20-28-0000-00-039 BEG 30 FT S & 15 FT W OF NE COR OF SEC 18-20-28 RUN S 1285.5 FT W 337.5 FT N 1284.88 FT E 337.5 FT TO POB TRACTS 15 & 16 ALSO DESC AS E 352.5 FT OF NE1/4 OF NE1/4 (LESS R/W) & (LESS W 55 FT OF E 70 FT OF E 352.50 FT OF NE1/4 OF NE1/4 OF SEC 18-20-28)	NEGUS SUSAN 380 S STATE ROAD 434 ALTAMONTE SPRINGS, FL 32714- 3810	1181.93
LC 14-1913	27-20-27-0000-00-024 BEG 662.34 FT W OF NE COR OF SE1/4 OF NE1/4 OF NE1/4 RUN W 64.62 FT S 167.2 FT E 64.62 FT N 167.2 FT TO POB IN SEC 27-20-27 (LESS S 30 FT FOR RD)	HEADDY CLARENCE HEADDY CHRISTINE PO BOX 905 ZELLWOOD, FL 32798-0905	507.77
LC 14-1917	31-22-29-1800-03-150 L C COXS ADDITION R/42 LOT 15 BLK C	COLEMAN ROBERT L 2973 BARRIOS AVE ORLANDO, FL 32811	351.03
LC 14-1918	32-22-29-9006-01-140 WASHINGTON PARK SECTION TWO S/143 LOT 14 BLK A	LANE MICHAEL D 7311 HOUSTON AVE W WINTER PARK, FL 32792	98.60
LC 14-1919	32-22-29-9006-01-150 WASHINGTON PARK SECTION TWO S/143 LOT 15 BLK A	LANE MICHAEL D 7311 HOUSTON AVE W WINTER PARK, FL 32792	442.15
LC 14-1920	32-22-29-9006-01-120 WASHINGTON PARK SECTION TWO S/143 LOT 12 BLK A LOT 12 BLK A	WALKER & TUDHOPE P A 1053 MAITLAND CENTER COMMONS BLVD # 200 MAITLAND, FL 32751	196.24
LC 14-1921	32-22-29-8992-04-210 BOOKER WASHINGTON ESTATE P/97 LOT 21 BLK D	GRACE ALBERT 4373 CLARINDA ST ORLANDO, FL 32811	376.53
LC 14-1923	32-22-29-9004-13-080 WASHINGTON PARK SECTION ONE O/151 LOT 8 BLK 13	PATRICK RUDOLPH 4154 KIRKLAND BLVD ORLANDO, FL 32811	507.78

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LC 14-1925	02-23-28-6801-00-795 PEMBROOKE 22/7 LOT 79B	KARL GREGORY D KARL MARILYN L 2740 GRANTHAM CT ORLANDO, FL 32835-6170	141.91
LC 14-1926	28-22-29-5600-71-160 MERRY MOUNT N/29 LOTS 116 & 117 BLK G	BENEFICIAL PROPERTIES GROUP LLC PO BOX 1206 GOLDENROD, FL 32733	205.90
LC 15-0005	03-23-29-0180-32-230 ANGEBILT ADDITION H/79 LOTS 23 & 24 BLK 32	CHRIST CENTERED CHRISTIAN CHURCH PO BOX 590385 ORLANDO, FL 32859	573.40
LC 15-0006	03-23-29-0180-32-210 ANGEBILT ADDITION H/79 LOTS 21 & 22 BLK 32	CHRIST CENTERED CHRISTIAN CHURCH PO BOX 590385 ORLANDO, FL 32859	442.15
LC 15-0007	03-23-29-0180-05-230 ANGEBILT ADDITION H/79 LOT 23 BLK 5	WAVERIDERS P L 700 LILLIAN DR ORLANDO, FL 32806	397.81
LC 15-0009	03-23-29-0180-13-040 ANGEBILT ADDITION H/79 LOTS 4 & 5 BLK 13	SMITH ROBERT W 706 19TH ST ORLANDO, FL 32805	297.35
LC 15-0011	03-23-29-0180-45-120 ANGEBILT ADDITION H/79 LOT 12 BLK 45	GLOVER-GAMBLES MERRILE 7644 DUNDAS DR ORLANDO, FL 32818	154.01
LC 15-0015	03-23-29-0180-10-150 ANGEBILT ADDITION H/79 LOT 15 BLK 10	ARMSTRONG MATTHEW C PO BOX 1951 MAITLAND, FL 32794	471.99
LC 15-0016	03-23-29-0180-13-100 ANGEBILT ADDITION H/79 LOT 10 BLK 13	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	442.15
LC 15-0019	03-23-29-0180-27-030 ANGEBILT ADDITION H/79 LOT 3 BLK 27	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	507.78
LC 15-0020	03-23-29-0180-27-220 ANGEBILT ADDITION H/79 LOT 22 BLK 27	CIRCLE B LLC C/O JONU MAYLE 4656 AUGUSTA HWY GILBERT, SC 29054	120.50
LC 15-0021	03-23-29-0182-96-011 ANGEBILT ADDITION NO 2 J/124 LOT 1 (LESS S 50 FT) BLK 96	ASARE ENTERPRISES LLC PO BOX 560697 ORLANDO, FL 32856	525.62
LC 15-0023	03-23-29-0183-17-130 ANGEBILT ADDITION NO 2 J/124 LOT 13 BLK 107	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	507.78
LC 15-0039	03-23-29-0180-27-210 ERROR IN LEGAL ANGEBILT ADDITION H/79 LOT 21 BLK 27	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809	522.68

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LC 15-0040	03-23-29-0180-30-210 ANGEBILT ADDITION H/79 LOTS 21 & 22 BLK 30	ENGLISH CAROLYN JOANN & COOPER LINWOOD RAY 709 23RD ST ORLANDO, FL 32805	573.40
LC 15-0041	28-21-29-5690-01-190 MONROE MANOR W/143 LOT 19 BLK A	BLAKELEY PENELOPE J 198 RUNNING DEER TRL WAYNESVILLE, NC 28786	625.16
LC 15-0043	03-23-29-0180-16-121 ANGEBILT ADDITION H/79 LOT 12 BLK 16	MERCERDEES L MURRELL LIVING TRUST 1/2 INT & 1901 SOBT INC 1/2 INT 1 N ROSALIND AVE ORLANDO, FL 32801	376.53
LC 15-0047	12-22-29-4996-11-030 LAWNDAL H/118 LOT 3 BLK K	FANNIE MAE 14221 DALLAS PKWY STE 1000 DALLAS, TX 75254	317.68
LC 15-0055	03-23-29-1402-07-400 CLEAR LAKE VIEWS J/145 LOTS 40 & 41 BLK 7	WARREN LINDA A & WARREN EDGAR 1417 W KALEY ST ORLANDO, FL 32805	158.00
LC 15-0059	03-23-29-1402-04-320 CLEAR LAKE VIEWS J/145 LOTS 32 33 & 34 BLK 4	NELSON LINDA L 1333 19TH ST ORLANDO, FL 32805	589.96
LC 15-0060	03-23-29-1402-02-320 CLEAR LAKE VIEWS J/145 LOTS 32 & 33 BLK 2	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	704.65
LC 15-0061	34-22-29-6316-00-291 ORLANDO FARM & TRUCK CO SUB D/45 THE W 55 FT OF E 110 FT OF N 130 FT LOT 28 & (LESS N 30 FT FOR RD R/W)	CURRY & CURRYS INVESTMENT GROUP LLC 1941 NW 152ND ST OPA LOCKA, FL 33054	512.18
LC 15-0062	22-22-28-7673-02-040 ROSE HILL GROVES UNIT NO 3 30/68 LOT 204	BAC HOME LOANS SERVICING L P C/O CHOICE LEGAL GROUP PA 1800 NW 49TH ST STE 120 FORT LAUDERDALE, FL 33309	376.53
LC 15-0063	22-22-28-8932-07-160 WAIKIKI BEACH H/86 LOT 16 & E1/2 OF LOT 17 BLK G	HAQQAH ABU & GILBERT CAROL M & MERIDITH SOCCORO 10432 CRESTRIDGE CT ORLANDO, FL 32825	573.40
LC 15-0065	18-22-29-8510-06-120 SYLVAN HYLANDS 1ST ADD REPLAT Y/134 LOT 12 BLK F LOT 12 BLK F	MCCOON MANUJ GLEN 4829 INDIALANTIC DR ORLANDO, FL 32808	620.91
LC 15-0067	04-22-29-2612-05-030 FAIRVIEW GARDENS K/39 LOTS 3 & 4 BLK E (LESS E 10 FT RD R/W)	MALTESE ANTHONY 5216 4TH ST ORLANDO, FL 32810-5210	240.40
LC 15-0077	34-22-28-5495-01-210 MARBLE HEAD 25/113 LOT 121	MARTINEZ LUIS EDUARDO MARTINEZ JENNIFER S 519 OAKWOOD CT ALTAMONTE SPRINGS, FL 32714-	442.14

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LC 15-0078	32-21-29-6080-00-950 OAK TERRACE M/70 LOT 95	ADAMS THEOPHILUS E 5251 POPE RD ORLANDO, FL 32810-4127	550.42
LC 15-0083	20-20-27-0000-00-040 E 70 FT OF W 280 FT OF N 155 FT OF NE1/4 OF NW1/4 OF NE1/4 SEC 20-20- 27 (LESS RD ON N)	JONES ALMA 267 AMADOR CIR ORLANDO, FL 32810	607.77
LC 15-0084	17-20-27-3695-00-140 HOLLY STREET SUB 25/95 LOT 14	WILLIAMS JENNIFER N 7325 HOLLY ST ZELLWOOD, FL 32798	289.70
LC 15-0085	21-20-27-0000-00-130 E 105 FT OF SW1/4 OF SE1/4 OF NW1/4 LYING N OF SAL R/R IN SEC 21- 20-27 (LESS RD R/W)	TAYLOR PERVIS C PO BOX 483 ZELLWOOD, FL 32798-0483	310.89
LC 15-0086	06-20-27-3276-01-043 HACINDAS BONITA DEL PINOS F/75 E 200 FT OF N 110 FT OF LOT A 4	BAOBAB LLC 730 S MASHTA DR KEY BISCAYNE, FL 33149-1737	704.64
LC 15-0087	06-20-27-3276-01-044 HACINDAS BONITA DEL PINOS F/75 S 87.8 FT OF N 197.8 FT OF E 200 FT OF LOT A 4	BAOBAB LLC 730 S MASHTA DR KEY BISCAYNE, FL 33149-1737	573.39
LC 15-0089	32-22-29-8992-02-150 BOOKER WASHINGTON ESTATE P/97 LOT 15 BLK B	MADRY EDNA & MADRY W 870 SOUTH ST WINTER GARDEN, FL	528.48
LC 15-0091	12-21-28-9118-05-150 WEKIWA MANOR SECTION 2 X/75 LOT 15 BLK E	FYLSTRA ROBERT 1559 E MERRITT ISLAND CSWY MERRITT ISLAND, FL 32952-3004	229.22
LC 15-0093	22-22-27-9188-02-071 WESTCHESTER PLACE Q/141 S 10 FT OF LOT 7 & ALL LOT 8 BLK B	SHIVER MARY J 636 COKE AVE WINTER GARDEN, FL 34787-3304	507.77
LC 15-0096	11-21-28-0886-04-170 BREEZY HEIGHTS Y/14 LOT 17 BLK 4	RESTO JENNIFER A 320 ADRIENNE DR APOPKA, FL 32703	231.88
LC 15-0097	11-22-28-8054-03-020 SILVER STAR ESTATES X/108 LOT 2 BLK C	BYRD BILLIE DOLORES 2922 BON AIR DR ORLANDO, FL 32818	350.88
LC 15-0099	09-21-28-8448-01-010 SUNSET HEIGHTS T/66 LOTS 2 & 3 BLK A (LESS E 11 FT OF LOT 2)	READ JAMES HARRY 1961 ALOMA AVE UNIT 152 WINTER PARK, FL 32792	224.57
LC 15-0101	17-20-28-4121-00-110 KELLY PARK HILLS SOUTH PHASE 4 35/68 LOT 11	BUTLER CHARLES H 4806 PIERCE ARROW DR APOPKA, FL 32712	607.78
LC 15-0108	03-23-29-0180-13-210 ANGEBILT ADDITION H/79 LOT 21 BLK 13	ALUMNI PARTNERS II LLC PO BOX 52890 SARASOTA, FL 34232	334.72
LC 15-0114	03-23-29-0180-46-010 ANGEBILT ADDITION H/79 LOT 1 BLK 46	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809	147.11



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LC 15-0122	18-22-29-2535-06-030 EVANS VILLAGE SECOND UNIT X/125 LOT 3 BLK F	LEWIS LIONEL E 213 W KENNEDY BLVD ORLANDO, FL 32810	114.93
LC 15-0123	18-22-29-2535-10-080 EVANS VILLAGE SECOND UNIT X/125 LOT 8 BLK J	SNYDER JAMES W ESTATE 6841 LAKE ERIE RD GROVELAND, FL 34736	306.87
LC 15-0124	13-22-28-9238-01-220 WESTWOOD HEIGHTS X/129 LOT 22 BLK A	GMAC MORTGAGE CORP C/O ROBERTSON ANSCHUTZ AND SCHNEID PL 6409 CONGRESS AVE STE 100 BOCA RATON, FL 33487-2853	136.66
LC 15-0125	30-23-29-8554-01-010 TANGELO PARK SECTION TWO X/10 LOT 1 BLK 1	ROLLERSON SENITA 1650 NW 4TH AVE APT 11H MIAMI, FL 33136	123.15
LC 15-0127	16-22-28-5440-00-840 MAGNOLIA SPRINGS 14/11 LOT 84	ADAMS CURTIS 9298 BATON ROUGE DR ORLANDO, FL 32818	190.52
LC 15-0133	03-23-29-0182-96-170 ANGEBILT ADDITION NO 2 J/124 LOT 17 & E 5 FT LOT 16 & W 25 FT LOT 18 BLK 96	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	207.19
LC 15-0134	07-22-29-7050-02-250 PINE RIDGE ESTATES W/81 LOT 25 BLK B	FITZGERALD JOHN & FITZGERALD PRISCILLA 5213 VAN AKEN DR ORLANDO, FL 32808	107.11
LC 15-0135	10-23-29-7434-12-080 RIO GRANDE TERRACE 4TH ADDITION X/40 LOT 8 BLK L SEE 6473/4439	DIAZ EMMA VALDIVIA 2244 BLOSSOM TER ORLANDO, FL 32839	183.29
LC 15-0137	03-23-29-0183-18-012 ANGEBILT ADDITION NO 2 J/124 THE S 40 FT LOTS 1 & 2 BLK 108	DUNN JANELL 1505 RED OAK CT APOPKA, FL 32703	102.44
LC 15-0143	12-22-29-4996-05-230 LAWNDALE H/118 LOTS 23 & 24 BLK E	ABBOTT CAROL A 1500 EAST BLVD MAITLAND, FL 32751	455.62
LC 15-0144	34-22-29-1378-00-100 CLEAR LAKE GARDENS J/44 LOT 10	PIERRE LORETTE 1425 NW 192ND TER MIAMI, FL 33169	507.78
LC 15-0146	03-23-29-7435-05-180 RIO GRANDE TERRACE 5TH ADDITION X/81 LOT 18 BLK E	ESTRADA JUAN & ESTRADA AURORA 11120 VIOLET CT RIVERSIDE, CA 92503	442.15
LC 15-0155	17-24-29-1987-00-360 DEER CREEK VILLAGE SECTION 2 19/65 LOT 36	DEUTSCHE BANK NATIONAL TRUST CO TR 6501 IRVINE CENTER DR IRVINE, CA 92618-2133	136.19
LC 15-0156	14-22-28-3530-01-010 HIAWASSA HIGHLANDS THIRD ADDITION UNIT ONE 4/5 LOT 1 BLK A	BERNHARDT GIDEON M & HELAWAN HAIMRANIE 5929 BOLLING DR ORLANDO, FL 32808	175.44
LC 15-0158	25-22-28-1812-06-361 CRESCENT HILL M/42	MOODY BARBARA A 1533 MAPLE LEAF LN	122.50

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	THE S 22 FT LOT 36 ALL LOT 37 & N 21 FT LOT 38 BLK F	ORANGE PARK, FL 32003	
LC 15-0159	03-23-29-0180-07-010 ANGEBILT ADDITION H/79 LOT 1 & E1/2 LOT 2 BLK 7	FLORENCE E V & FLORENCE SAMMIE W 1200 18TH ST ORLANDO, FL 32805	652.82
LC 15-0167	24-22-27-5252-05-010 JOE LOUIS PARK FIRST ADDITION R/51 LOT 1 BLK E	HARDWICK PEGGY 1206 E BAY ST WINTER GARDEN, FL 34787-2914	442.15
LC 15-0171	22-23-28-7824-06-360 SAND LAKE HILLS SECTION SEVEN 9/132 LOT 636	RECTO ROBERT G 6011 OAKEN COVE CT ORLANDO, FL 32819-4147	228.63
LC 15-0172	32-21-29-0500-00-050 BARBARA TERRACE W/115 LOT 5	REYNOLDS BRENDA K CHILDREY 40 HAMBY RD CHATSWORTH, GA 30705	239.91
LC 15-0176	28-22-28-6689-13-010 PARK RIDGE O/100 LOTS 1 & 2 BLK 13	ALPIZAR ADRIAN 537 NICHOLSON DR DAVENPORT, FL 33837	341.62
LC 15-0183	01-21-27-0000-00-038 E 150 FT OF W 500 FT OF NW1/4 OF NE1/4 N OF RY (LESS ST RD & LESS N 30 FT RD R/W) IN SEC 01-21-27	LEWIS JUANITA ESTATE PO BOX 69 PLYMOUTH, FL 32768-0069	424.79
LC 15-0184	15-20-28-7616-00-080 ROCK SPRINGS PARK R/147 LOT 8	SHELLEY VICKY & MOTT BRENDA & SHELLEY ROBERT & HANBURY JULIA 103 CROSSCREEK LN AUBURNDALE, FL 33823	693.91
LC 15-0187	31-21-29-5644-00-290 MILLERS SUB L/68 LOT 29	SHANKS BRADLEY J & ATKINS LARRY M & SHANKS CHRISTINA 4713 MOORELAND ST ORLANDO, FL 32810	252.79
LC 15-0188	36-20-27-8846-00-320 VALEVIEW 22/149 LOT 32	ROSADO DOMINGA R 1731 TILLSTREAM DR ORLANDO, FL 32818	263.80
LC 15-0193	14-21-28-5942-05-080 NORTHCREST W/138 LOT 8 BLK E	SMITH DWAYNE E & DUBUS DENISE A 1327 MAVERICK DR APOPKA, FL 32703	315.32
LC 15-0201	15-21-28-0000-00-086 E 110 FT OF W 440 FT OF SE1/4 OF NE1/4 LYING N OF PAVED RD (LESS N 357.5 FT) & BEG 330 FT E & 619 FT S OF NW COR OF W1/2 OF SE1/4 OF NE1/4 W 5 FT S 56.7 FT SELY 6 FT N 60 FT TO POB IN SEC 15-21-28	APOPKA FRANCO HAITIAN CHURCH PO BOX 1918 APOPKA, FL 32704	830.31

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Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 15-0202	32-21-29-0000-00-204 9570/0064 ERROR IN LEGAL S 50 FT OF N 170 FT OF E 130 FT OF W 150 FT OF NE1/4 OF SE1/4 OF NW1/4 OF SW1/4 OF SEC 32-21-29 SEE 1622/595 & 2707/294	ANDREWS ALICIA M 1640 E HARDING ST ORLANDO, FL 32806	231.30
LC 15-0203	12-21-28-9118-03-250 WEKIWA MANOR SECTION 2 X/75 LOT 25 (LESS R/W ON S FOR SR 436) BLK C	SUNTRUST BANK C/O FIDELITY/RESID CREDIT SOLUTIONS 350 S GRAND AVE 47TH FL LOS ANGELES, CA 90071	153.28
LC 15-0207	22-22-27-9188-02-360 WESTCHESTER PLACE Q/141 LOT 36 BLK B	MOONSAMMY ANNETTE 619 PAMELA AVE WINTER GARDEN, FL 34787-3362	165.40
LC 15-0210	02-22-28-3542-02-010 HIAWASSEE HILLS UNIT THREE 14/63 LOT 201	WELLS FARGO BANK PO BOX 741307 ATLANTA, GA 30374-1307	308.41
LC 15-0211	34-21-28-1350-01-250 CLARCONA HEIGHTS X/140 LOT 25 BLK A	CAUSSEAU LUGENE PO BOX 313 CLARCONA, FL 32710-0313	142.80
LC 15-0214	14-22-30-8647-00-012 SAMS AT GOLDENROD 40/103 THAT PORTION OF LOT 1 DESC AS BEG NW COR OF SAID LOT 1 TH W 611.18 FT S 20 DEG W 41.39 FT S 16 DEG E 31.54 FT S 07 DEG E 47.76 FT E 23.55 FT S 23 DEG E 49.86 DEG S 37 DEG W 11.13 FT S 52 DEG E 207.01 FT SLY 79.45 FT S 19.31 FT SLY 78.54 FT E 23.66 FT S 1	SAI BABA OF ORLANDO INC 11066 ULLSWATER LN WINDERMERE, FL 34786-5411	2424.63
LC 15-0215	20-22-31-6688-00-470 PARK MANOR ESTATES 3RD SECTION Y/50 LOT 47	RIVERA EDWIN & RIVERA SABRINA E 3281 WESTRIDGE BLVD ORLANDO, FL 32822	825.14
LC 15-0216	26-23-29-8087-08-080 SKY LAKE UNIT FIVE 1/37 LOT 808	JAMES K BOWMAN AND ALDA E BOWMAN TRUST C/O JAMES K BOWMAN TRUSTEE 2143 CRANDON AVE WINTER PARK, FL 32789	331.40
LC 15-0220	27-22-30-0430-11-080 AZALEA PARK SECTION 27 V/118 LOT 8 BLK K	GALLO JOHANNA 7126 EAKER DR ORLANDO, FL 32822	396.52
LC 15-0225	21-22-30-4312-01-110 LAKE BARTON PARK M/16 LOTS 11 & 12 BLK A	MARTIN CLAUDE & GROS GERARD 12701 S JOHN YOUNG PKWY STE 201 ORLANDO, FL 32837	663.50
LC 15-0233	14-22-30-3073-05-150 IVANHOE ESTATES UNIT 2 3/46 LOT 15 BLK E	U S BANK N A TR C/O ADVANTA/CHASE MORTGAGE CO 10790 RANCHO BERNARDO RD SAN DIEGO, CA 92127	385.25



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LC 15-0235	14-22-30-8646-11-100 TIFFANY TERRACE U/138 LOT 10 BLK K	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160-2172	488.14
LC 15-0237	22-22-32-0712-14-720 BITHLO G/50 LOTS 72 THROUGH 76 IN BLK N IN SEC 27-22-32 NW1/4	MORGAN MARGARET 374 JEFFERSON AVE APT 4 CPE CANAVERAL, FL 32920	606.90
LC 15-0247	14-22-30-8646-10-070 TIFFANY TERRACE U/138 LOT 7 BLK J	MILLER LEVADA L 1010 SAUL CT ORLANDO, FL 32822	416.00
LC 15-0251	34-22-29-1378-00-050 CLEAR LAKE GARDENS J/44 LOT 5	HAIMAN BARRY 2001 HOLLYWOOD BLVD STE 212 HOLLYWOOD, FL 33020	239.52
LC 15-0252	03-23-29-0180-34-160 ANGEBILT ADDITION H/79 LOTS 15 THROUGH 17 LESS THE E 1/2 OF LOT 17 AND LESS W 19 FT OF LOT 15	FIRST HAITIAN HOLYNESS CHURCH INC 5425 CROSS CREEK DR APT 208 ORLANDO, FL 32839	118.43
LC 15-0253	03-23-29-0180-46-220 ANGEBILT ADDITION H/79 LOT 22 BLK 46	SALAZAR LUCRECIA & TORRES JOSE 2122 W OAK RIDGE RD APT F ORLANDO, FL 32809	100.44
LC 15-0255	03-23-29-0180-46-040 ANGEBILT ADDITION H/79 LOT 4 BLK 46	DESIR EDDY F 16549 SW 36TH ST MIRAMAR, FL 33027	140.22
LC 15-0257	03-23-29-0180-34-071 ANGEBILT ADDITION H/79 THE W 25 FT OF LOT 7 & ALL LOT 8 BLK 34	PAUL GOWSAI & PAUL MANBAHAR 1242 23RD ST ORLANDO, FL 32805	189.01
LC 15-0262	21-22-29-8352-03-010 STUART HOMES S/140 LOT 1 BLK C	NISSIOUI JAMAL & NISSIOUI HASSAN 2839 W HARWOOD AVE ORLANDO, FL 32805	122.16
LC 15-0266	32-22-29-9006-06-070 WASHINGTON PARK SECTION TWO S/143 LOT 7 BLK F	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	135.25
LC 15-0268	32-22-29-9004-08-160 WASHINGTON PARK SECTION ONE O/151 LOT 16 BLK 8	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	177.39
LC 15-0272	13-22-28-7572-11-040 9136/3593 RECORDED WITHOUT LEGAL DESC ROBINSWOOD SECTION SEVEN W/146 LOT 4 BLK K	POWERS CARNELL & POWERS JENNIFER & POWERS LATASHA 2113 N HASTINGS ST ORLANDO, FL 32808	171.83
LC 15-0273	03-22-29-0312-08-120 ASBURY PARK W/6 LOT 12 BLK H	PHILLIPS TARI L 2005 CORENA DR ORLANDO, FL 32810	214.21
LC 15-0277	01-22-28-1450-00-550 THE COLONY 15/52 LOT 55	BRADLEY SHELLY L & SINDLINGER KENNETH 6815 COLONY OAKS LN	175.02

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		ORLANDO, FL 32818	
LC 15-0282	18-22-29-8508-02-020 SYLVAN HYLANDS W/58 LOT 2 BLK B	PERSAUD LATCHMIN & PERSAUD MOHAN 9432 125TH ST FL 1 SOUTH RICHMOND HILL, NY 11419	259.73
LC 15-0283	02-22-29-8472-02-180 SUNSHINE GARDENS L/79 LOT 18 BLK B	BYWATER-HARLING PARTNERSHIP 850 COURTLAND ST ORLANDO, FL 32804	665.95
LC 15-0285	19-22-29-6976-08-100 PINE HILLS MANOR NO 2 S/84 LOT 10 BLK H	JACOBS WILLIESTEINA 10411 125TH ST SOUTH RICHMOND HILL, NY 11419	346.81
LC 15-0290	03-23-29-1402-03-240 CLEAR LAKE VIEWS J/145 LOTS 24 & 25 BLK 3 (LESS W 26 FT FOR RD R/W)	BRAXTON EARL 1 PURLIEU PL STE 220 WINTER PARK, FL 32792	1227.76
LC 15-0292	32-22-29-4608-02-190 1ST ADDITION LAKE MANN SHORES Q/99 LOT 19 BLK B (LESS BEG NW COR OF LOT 19 RUN E 50 FT S 327.11 FT W 50 FT N 327.23 FT TO POB PT TAKEN FOR RETENTION AREA PER 4804/1286)	KASSYE TESFAI M C/O STEPHEN M STONE 725 N MAGNOLIA AVE ORLANDO, FL 32803	307.38
LC 15-0293	32-22-29-4608-02-220 1ST ADDITION LAKE MANN SHORES Q/99 LOT 22 BLK B	HILL EVERADE MANDEL 4225 LENOX BLVD ORLANDO, FL 32811	260.52
LC 15-0298	22-23-28-6560-01-090 PALM LAKE MANOR T/29 LOT 9 BLK A (LESS W 316 FT THEREOF)	SHADMAN HAROON K TR & SHADMAN AZRA F TR 2801 PINNACLE CT WINDERMERE, FL 34786	402.99
LC 15-0300	15-21-28-1364-00-580 CLARKSVILLE F/104 LOTS 58 & 59	MOTT DELOIS 702 E ADALEE ST TAMPA, FL 33603	202.15
LC 15-0301	15-21-28-1364-00-760 CLARKSVILLE F/104 LOTS 76 & 77 & N1/2 OF LOT 75	PORTER LULA MAE C/O LINDA A PARAMORE 5415 GAUCHO WAY ORLANDO, FL 32810	222.62
LC 15-0302	22-21-28-0000-00-057 7388/3576 ERROR IN LEGAL S 120 FT OF W 555 FT OF N 335 FT OF SW1/4 OF NW1/4 LYING W OF CLARCONA RD (LESS W 400 FT THEREOF) & S 20 FT OF N 235 FT OF SW1/4 OF NW1/4 LYING W OF CLARCONA RD (LESS W 555 FT) IN SEC 22-21-28	LOCKETT CLEMENTINE 1005 LEEDS CT WINTER PARK, FL 32792	320.63
LC 15-0306	22-21-28-0000-00-110 ELY 364.42 FT OF N 100 FT OF S 700 FT OF NW1/4 OF NW1/4 LYING W OF OLD APOPKA RD IN SEC 22-21-28	PERRY BERNICE E ESTATE 1700 OLD APOPKA RD APOPKA, FL 32703	793.75
LC 15-0307	03-23-29-0180-40-190 ANGEBILT ADDITION H/79	GHARIB KIBRAIL Z 979 TRAMELLS TRL	295.57

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	LOT 19 BLK 40	KISSIMMEE, FL 34744	
LC 15-0308	17-22-29-5928-03-040 NORMANDY SHORES FIRST SECTION W/63 LOT 4 BLK C	TRUST NUMBER 2403 C/O DO SAOPAULI INC TRUSTEE 144 MAGNOLIA DR ALTAMONTE SPRINGS, FL 32714	2081.65
LC 15-0310	12-20-27-0000-00-049 BEG 60 FT S & 30 FT W OF NE COR OF NW1/4 OF NW1/4 RUN S 386.99 FT W 309.92 FT N 387.08 FT E 310.62 FT TO POB IN SEC 12-20-27	BREWERS GARDENIAS INC 3732 ONDICH RD APOPKA, FL 32712	396.20
LC 15-0311	29-21-28-6640-31-050 PARADISE HEIGHTS O/31 LOTS 5 6 7 44 45 & 46 BLK 31	JOHNSON CHRISTOPHER L & JOHNSON MELISSA J 3632 ROLLIN O LN APOPKA, FL 32703	198.00
LC 15-0312	19-22-29-6950-06-080 PINE HILLS SUB NO 6 T/8 LOT 8 BLK F	COPPOCK JOHN THOMAS JR 11330 LITTLE BEAR WAY BOCA RATON, FL 33428	317.90
LC 15-0314	15-21-28-1364-00-780 CLARKSVILLE F/104 LOTS 78 & 79	TAX EASE FLORIDA REO LLC 14901 QUORUM DR STE 900 DALLAS, TX 75254	205.04
LC 15-0315	22-21-28-0000-00-033 S 65 FT OF N 300 FT OF SW 1/4 OF NW 1/4 LYING W OF CLARCONA RD & (LESS W 609 FT) IN SEC 22-21-28	LOCKETT CLEMENTINE 4580 THOREAU PARK DR APT 103 ORLANDO, FL 32839	168.05
LC 15-0316	15-21-28-1364-00-850 CLARKSVILLE F/104 LOTS 85 THROUGH 92	BLAIR VIRGIL 1171 S PARK AVE APOPKA, FL 32703	422.51
LC 15-0319	11-22-28-3543-00-241 HIAWASSEE LANDINGS UNIT ONE 16/46 BEG SE COR OF LOT 24 RUN W 122.99 FT N 8 DEG W 34.6 FT N 74 DEG E 128.61 FT SLY 68.73 FT TO POB	BANK OF NEW YORK MELLON TRUSTEE C/O MARINOSCI LAW GROUP P C 100 W CYPRESS CREEK RD STE 1045 C/O MARINOSCI LAW GROUP P C 100 W CYPRESS CREEK RD STE 1045 FORT LAUDERDALE, FL 33309	110.82
LC 15-0320	14-23-28-4656-00-390 LAKE MARSHA HIGHLANDS 2ND ADD 3/75 LOT 39	BHAWANIE INDRA 7849 BELVOIR DR ORLANDO, FL 32835	172.30
LC 15-0322	36-20-27-7189-02-200 PLYMOUTH HILLS 3/64 LOT 20 BLK B	NELSON EFFIE M ESTATE C/O CURTIS NELSON 3289 JANET ST APOPKA, FL 32712	233.18
LC 15-0324	15-21-28-0000-00-141 BEG 676 FT E & 30 FT S OF NW COR OF NW1/4 OF SW1/4 RUN E 48 FT S 06 DEG E 151.42 FT W 39 FT N 09 DEG W 152.31 FT TO POB IN SEC 15-21-28	TAX LIEN STRATEGIES LP PO BOX 1074 ELMHURST, IL 60126	235.24
LC 15-0325	31-21-29-5202-00-060 LONG LAKE ESTATES 12/48 LOT 6	LEGROS STEPHEN A SR 1255 PASADENA AVE S APT 204 SOUTH PASADENA, FL 33707	195.19
LC 15-0328	29-22-29-4593-12-010	MURRELL SAMUEL E III TR	159.46

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	FIRST ADDITION TO LAKE MANNS ADDITION TO ORLANDO K/29 LOTS 1 & 2 (LESS N 5 FT FOR ST) BLK L	PO BOX 2868 WINTER PARK, FL 32790	
LC 15-0331	31-23-28-3147-00-160 GRANDE PINES 66/57 LOT 16	MOHAMMED LAWAL 11827 SHELTERING PINE DR ORLANDO, FL 32836	98.90
LC 15-0332	18-22-29-8508-02-060 SYLVAN HYLANDS W/58 LOT 6 BLK B	JIWANI SULEMAN 1724 WHITNEY ISLES DR WINDERMERE, FL 34786	320.99
LC 15-0337	34-21-29-1144-00-340 CAMPUS VIEW Q/107 LOTS 34 35 & 36	GRAY WALTER L JR 15709 KANAWHA CT ROCKVILLE, MD 20855	321.91
LC 15-0338	03-23-29-0180-04-100 ANGEBILT ADDITION H/79 LOT 10 BLK 4	BIEMILLER JOHN R PO BOX 560609 ORLANDO, FL 32856	135.37
LC 15-0341	03-23-29-0180-39-010 ANGEBILT ADDITION H/79 LOT 1 BLK 39	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809	153.48
LC 15-0342	03-23-29-0180-21-120 ANGEBILT ADDITION H/79 LOT 12 BLK 21 IN SEC 2-23-29 NW1/4	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809	155.01
LC 15-0345	28-22-29-5600-30-430 MERRYMOUNT N/29 LOT 43 BLK C	SANDRONI JOHN J TR PO BOX 608123 ORLANDO, FL 32860	156.35
LC 15-0349	13-22-28-9238-01-420 WESTWOOD HEIGHTS X/129 LOT 42 BLK A	MOTT DAVID 2819 WYNDHAM LN ORLANDO, FL 32808	108.92
LC 15-0356	19-22-29-6952-05-020 PINE HILLS SUB NO 7 T/33 LOT 2 BLK E	FIKE ANITA 825 WINDTREE CT SANFORD, FL 32773	535.35
LC 15-0357	18-22-29-7599-02-020 SHELTON TERRACE 2/112 LOT 2 BLK B	OUAIDA INTERNATIONAL TRADING LLC 148 NEW LAKESHORE RD BOX 122 DUNVILLE ONTARIO, CANADA N1A-2X1	149.64
LC 15-0359	03-23-29-0180-08-100 ANGEBILT ADDITION H/79 LOT 10 BLK 8	ALKUBAISI WANDA FELINA & ALKUBAISI ABDULLA 1420 19TH ST ORLANDO, FL 32805	84.71
LC 15-0361	15-21-28-0932-02-110 BROOKS ADDITION TO APOPKA Q/37 LOTS 11 & 12 BLK B	TRAN THANG VAN 4500 CANARD RD MELBOURNE, FL 32934	327.40
LC 15-0362	09-21-28-0197-10-046 TOWN OF APOPKA A/109 BEG NE COR OF LOT 3 RUN S 26 FT W 62 FT N 27.26 FT E 62 FT TO BEG BLK J	SHAH FAMILY LLC 8250 LAKE SERENE DR ORLANDO, FL 32836	172.00
LC 15-0363	29-21-28-6640-27-420 PARADISE HEIGHTS O/31	STRICKLAND LISA M & STRICKLAND JAMES A	134.85



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	LOTS 42 43 & 44 BLK 27	3725 GLOVER LN APOPKA, FL 32703	
LC 15-0364	08-22-28-0000-00-059 BEG 366.25 FT S OF NW COR OF SE1/4 RUN S 435.84 FT E 300 FT N 435.84 FT W 300 FT TO POB IN SEC 08-22-28	ARABIC CATHOLIC CHURCH 912 W MARKET ST POTTSVILLE, PA 17901	941.96
LC 15-0366	15-22-29-1820-01-270 CRESTWOOD ESTATES R/64 LOT 27 BLK A	NEWMAN EVELYN A 730 ALFRED DR ORLANDO, FL 32810	230.41
LC 15-0369	11-23-32-1169-00-150 RESERVE AT WEDGEFIELD UNIT 1 39/90 LOT 15	CHARLES STERLIN 1489 CAMBRIDGE DR MACUNGIE, PA 18062	111.40
LC 15-0371	13-23-30-1300-00-310 CHICKASAW OAKS PHASE 4 17/127 LOT 31	CUADROS CARLOS 843 PENNINGTON ST APT 1R ELIZABETH, NJ 07202	730.15
LC 15-0378	04-22-30-9415-00-010 WINTER PARK ESTATES SECTION 4 Y/57 LOT 1 BLK T	JOHNSON KAREN & FLUHARTY GREG 2845 ALOMA AVE WINTER PARK, FL 32792	308.20
LC 15-0379	03-23-29-0183-19-120 ANGEBILT ADDITION NO 2 J/124 LOT 12 BLK 109 (LESS RD R/W)	EXIT STRATEGY JULY 13 LLC 25882 ORCHARD LAKE RD STE 106 FARMINGTON HILLS, MI 48336	120.26
LC 15-0380	10-23-29-7420-04-010 RIO GRANDE SUB 2ND REPLAT U/48 LOT 1 BLK D (LESS RD R/W)	JONES JAMIN M 39 MANSFIELD ST GLOUCESTER, MA 01930	145.63
LC 15-0384	03-23-29-1402-03-360 CLEAR LAKE VIEWS J/145 LOTS 36 & 37 BLK 3	SULLIVAN DAVID A 1417 19TH ST ORLANDO, FL 32805	137.03
LC 15-0386	03-23-29-1402-02-130 CLEAR LAKE VIEWS J/145 LOT 13 & W 20 FT OF LOT 12 BLK 2	ZAHN LEWIS D 2520 CONLEY DR CUMMING, GA 30040	243.16
LC 15-0388	07-24-29-9359-03-110 WINDMILL POINTE 8/137 LOT 311	KERINS DESMOND M & KERINS LORETTA A 84 GULLIVER ST MILTON, MA 02186	217.31
LC 15-0389	16-21-28-0000-00-013 UNRECORDED PLAT OF T J SMITH DB 529/132 LOT 2, BEG 873.6 FT N OF SE COR OF SW1/4 OF NW1/4, TH RUN N45-23E 416 FT TO POB; TH RUN S44-37E 100 FT, TH N45- 23E 25.94 FT, TH N 14.3 FT, TH N44- 37W 89.8 FT, TH S45-23W 36 FT TO POB IN SEC 16-21-28	LERMAN HARVEY N & LERMAN ROBERTA S 921 N THISTLE LN MAITLAND, FL 32751	197.84
LC 15-0393	16-21-28-6040-03-180 OAK LAWN O/141 LOT 18 BLK 3	JOHNSON SAM 39 W 15TH ST APOPKA, FL 32703	336.31
LC 15-0398	03-23-29-0180-08-151 ANGEBILT ADDITION H/79 LOT 15 BLK 8 (LESS BEG 66 FT S OF NW COR RUN S TO SW COR E 28 FT TH NWLY 109 FT M/L TO POB)	ALKUBAISI WANDA FELINA & ALKUBAISI ABDULLA 1420 19TH ST ORLANDO, FL 32805	116.64

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LC 15-0400	03-23-29-0180-39-140 ANGEBILT ADDITION H/79 LOT 14 BLK 39	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809	156.72
LC 15-0408	24-22-28-0592-01-500 BEL AIRE WOODS FIRST ADDITION 2/18 LOT 50 BLK A	HALL DENNIS W & HALL CECILLE E 6428 JACKWOOD CT ORLANDO, FL 32818	151.02
LC 15-0410	35-22-28-4460-03-120 LAKE HIAWASSA TERRACE O/104 LOTS 12 & 13 BLK C	KOLYADCHIK NATALIA PO BOX 616395 ORLANDO, FL 32861	717.93
LC 15-0411	03-23-29-0180-31-090 ANGEBILT ADDITION H/79 LOT 9 BLK 31 SEE 2529/1889	LYNCH MILLIE R 830 23RD ST ORLANDO, FL 32805	312.77
LC 15-0419	13-22-28-5177-02-050 LONESOME PINES UNIT NO 4 2/138 LOT 5 BLK B	KISSOON NAITRAM S & KISSOON MARGARET 902 N JOHN ST ORLANDO, FL 32808	160.24
LC 15-0422	36-22-28-9212-05-010 WESTMONT M/26 LOT 1 & N 1/2 OF LOT 2 BLK E	TUCKER TOLITHA R 2051 COUNTY ROAD 204 OXFORD, FL 34484	144.51
LC 15-0424	03-23-29-0180-10-100 ANGEBILT ADDITION H/79 LOTS 10 & 11 BLK 10	GONZALEZ VICTOR H & GONZALEZ ALEJANDRA E PO BOX 560697 ORLANDO, FL 32856	196.77
LC 15-0425	03-23-29-0180-53-100 ANGEBILT ADDITION H/79 LOT 10 BLK 53 SEE 5963/1578 5999/1544	DEOLDE JIM 926 26TH ST ORLANDO, FL 32805	137.31
LC 15-0428	35-22-28-4464-03-010 LAKE HIAWASSA TERRACE REPLAT S/101 LOT 1 BLK 3 & 1/39 INT IN LAND TO LAKE IN OR 2293/856 & E1/2 OF VAC ST ON W	CREAMER OF ORLANDO L P 725 SAXBY AVE ORLANDO, FL 32835	397.73
LC 15-0430	24-22-28-6264-02-081 ORANGE VIEWS N/61 THE N 3 FT LOT 8 ALL LOTS 9 & 10 BLK B	GRUENER JOHN J 309 RIVERBEND BLVD LONGWOOD, FL 32779	204.40
LC 15-0432	36-20-27-9612-03-070 MORRISONS SUB 1/4 LOT 7 (LESS W 8 FT) BLK C	FERNANDEZ ALFONSO G 1501 ORMOND AVE APOPKA, FL 32703	175.89
LC 15-0436	22-23-29-7268-27-004 PLAN OF BLK 1 PROSPER COLONY D/109 THE W 60 FT OF LOT 27 (LESS N 190 FT) & E 20.71 FT OF LOT 28 (LESS N 190 FT) & W 88.9 FT OF E 109.61 FT OF S 285.78 FT OF LOT 28	ANTONIO OF ITALY INC 1335 44TH ST ORLANDO, FL 32839	297.43
LC 15-0438	16-20-28-7612-01-120 ROCK SPRINGS HOMESITES S/12 LOT 12 BLK A	NOE LINDA 4710 FLORENCE ST APOPKA, FL 32712	480.52



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LC 15-0439	16-21-28-5500-00-430 MARDEN HEIGHTS 9/139 LOT 43	DOWNING CLARA & DOWNING JOHN W 606 W 13TH ST APOPKA, FL 32703	729.31
LC 15-0440	21-21-28-4531-00-150 LAKE JEWELL HEIGHTS UNIT 2 3/28 LOT 15	BROWN FRANCES SNIPES C/O JOHNNIE LEE BROWN 21 E CELESTE ST APOPKA, FL 32703	108.42
LC 15-0441	03-23-29-0180-04-080 ANGEBILT ADDITION H/79 LOT 8 BLK 4	MCCOY JOHNNIE B & JACKSON ADRIENNE 818 W MILLER ST ORLANDO, FL 32805	94.15
LC 15-0445	28-22-29-1764-01-153 COTTAGE HILL SUB G/83 S 54.5 FT OF N 218 FT LOT 15 BLK A	FIRST ORANGE REALTY INC 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	245.46
LC 15-0447	30-22-29-9230-20-130 WESTSIDE MANOR SECTION 3 W/131 LOT 13 BLK T	SHORTER SHERYL D 711 N WILLISTON RD LOT 53 FLORENCE, SC 29506	370.96
LC 15-0450	21-21-28-0044-00-560 LAKE JEWELL HEIGHTS 3/2 LOT 56	JOHNSON MARY L 1701 LONDON CREST DR UNIT 308 ORLANDO, FL 32818	322.56
LC 15-0451	03-23-29-0180-27-200 ANGEBILT ADDITION H/79 LOT 20 BLK 27	LEWIS REAL ESTATE HOLDINGS LLC 1712 WIND DRIFT RD BELLE ISLE, FL 32809	145.96
LC 15-0453	01-22-28-9484-00-460 WOODSTOCK 6/105 LOT 46	MAINER JOHN A PO BOX 682976 ORLANDO, FL 32868	272.81
LC 15-0460	15-22-32-2336-00-621 UNRECORDED PLAT EAST ORLANDO ESTATES SECTION 1 THE N 181.50 FT OF FOLLOWING DESC TR 62 FROM NW COR OF SEC 22 RUN S 139.96 FT S 18 DEG E 1584.72 FT N 71 DEG E 262.46 FT E 960 FT FOR POB CONT E 240 FT N 420 FT W 240 FT S 420 FT TO POB SEE 6077/1293	PHELPS GARY D 1630 N 6TH ST ORLANDO, FL 32820	1580.00
LC 15-0461	14-22-30-0226-08-100 ARCADIA ACRES SECTION ONE X/96 LOT 10 & W 8.70 FT OF LOT 11 BLK H	LITTLES SHARON 109 EDGEWATER CIR SANFORD, FL 32773	607.40
LC 15-0465	26-22-31-8990-00-090 WATERFORD LAKES TRACT N22 PH 1 36/25 LOT 9	ARMS JOSEPH L & ARMS CATHERINE S 1828 PENRITH LOOP ORLANDO, FL 32824	228.80
LC 15-0470	03-23-29-0000-00-026 10490/3132 RECORDED WITHOUT A DESC N 75 FT OF S 730 FT OF NE1/4 OF SW 1/4 (LESS E 1238 FT) & N 75 FT OF S 730 FT OF E 20 FT OF NW1/4 OF SW1/4	CHAUDHRY IMRAN PO BOX 561455 ORLANDO, FL 32856	91.46

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	OF SEC 03-23-29		
LC 15-0472	10-23-29-0000-00-053 BEG 463 FT W AND 203 FT N OF SE COR OF SEC, TH RUN W 65 FT, TH N 146 FT, TH E 65 FT, TH S 146 FT TO POB & BEG 463 FTW AND 203 N OF SE COR OF SEC, TH RUN S 27.65 FT, TH W 65 FT, TH N 27.65 FT, THE E 65 FT TO POB (LESS 2 FT BY 3 FT CLIP IN NE COR PREVIOUSLY	VAZQUEZ WILFREDO & ROLON LOURDES I 105 15TH AVE OCOE, FL 34761	1329.23
LC 15-0478	35-24-29-9363-00-620 WINDROSE AT SOUTHMEADOW UNIT 2 62/37 LOT 62	PATEL SANJAY & PATEL KASHMIRA 13828 CHIHULY CT ORLANDO, FL 32824	230.90
LC 15-0479	12-23-30-1300-05-160 CHICKASAW WOODS FIRST ADDITION 6/17 LOT 16 BLK E	LUBENOIT EVELYN & LUBENOIT ROCHENEL 3436 CIMARRON DR ORLANDO, FL 32829	190.00
LC 15-0484	28-22-32-0768-00-070 BONAVENTURE 2 12/29 LOT 7	MATHEWS DINA E & MATHEWS CORDIE & DILDINE ROBERT A & MATHEWS HARRY EUGENE 17409 CAUDEL RD ORLANDO, FL 32833	2824.31
LC 15-0487	11-23-30-8813-00-310 TWIN PINES 17/140 LOT 31 (LESS W1/2)	BENNANI JAMAL EDDINE 4542 BLUE MAJOR DR WINDERMERE, FL 34786	215.60
LC 15-0489	03-23-29-0183-17-130 ANGEBILT ADDITION NO 2 J/124 LOT 13 BLK 107	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	168.52
LC 15-0513	03-23-29-0180-08-100 ANGEBILT ADDITION H/79 LOT 10 BLK 8	ALKUBAISI WANDA FELINA & ALKUBAISI ABDULLA 1420 19TH ST ORLANDO, FL 32805	106.12
LC 15-0520	09-21-28-5908-03-330 NEW ENGLAND HEIGHTS L/19 LOT 33 BLK C	VANDEGRIFT SHARAN & VANDEGRIFT GUY 1241 MONTHEATH CIR OCOE, FL 34761	383.63
LC 15-0525	16-21-28-6040-03-250 OAK LAWN O/141 LOT 25 BLK 3	TAYLOR SAMUEL 16 W ELLA J GILMORE ST APOPKA, FL 32703	177.67
LC 15-0530	14-21-28-4724-00-440 LAKE PLEASANT ESTATES U/7 LOTS 44 & 45	1567 APOPKA BLVD OC TRUST 630 PARK FOREST CT APOPKA, FL 32703	206.80
LC 15-0537	29-23-30-8040-11-010 SILVER BEACH SUB FIRST ADDITION W/2 LOT 1 BLK 11	CONNETT COREY A 7649 DAPHNE AVE ORLANDO, FL 32812	285.40
LC 15-0538	35-22-28-2893-00-350 FRISCO BAY UNIT 1 19/148 LOT 35A	SIERRA OLGA & SIERRA SIGIFREDO 7523 REDWOOD COUNTRY RD ORLANDO, FL 32835	194.66

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LC 15-0545	03-22-29-0067-08-160 ALBERT LEE RIDGE 4TH ADDITION W/46 LOT 16 BLK H 4133/4081 & 6616/6412 (DC)	SIMKOVSKY CHARLES 1017 MALONE DR ORLANDO, FL 32810	298.73
LC 15-0565	09-21-28-5908-03-191 NEW ENGLAND HEIGHTS L/19 LOT 19 (LESS S 5 FT & LESS W 5 FT FOR RD) BLK C SEE 2478/1812	HURT DONALD LEE & KNIGHT MARY L & HURT RONALD DEE & HURT JOSEPH CURTIS JR & KNIGHT MARY VANESSA 251 MAINE AVE APOPKA, FL 32712	217.11
LC 15-0573	09-21-28-0196-90-085 TOWN OF APOPKA A/109 THE W 10 FT & N 50 FT OF E 40 FT OF W1/3 OF LOT 8 BLK I	VERDOT VI LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160	96.37
LC 15-0574	15-21-28-0932-03-270 BROOKS ADDITION TO APOPKA Q/37 LOTS 27 & 28 BLK C	TAX EASE FLORIDA REO LLC 14901 QUORUM DR STE 900 DALLAS, TX 75254	130.06
LC 15-0646	03-23-29-0182-88-171 ANGEBILT ADDITION NO 2 J/124 THE E 40 FT OF LOT 17 & W 25 FT OF LOT 18 BLK 88	SHELLEY LANDIS R 1211 35TH ST ORLANDO, FL 32805	167.93
LC 15-0681	03-23-29-0180-04-170 ANGEBILT ADDITION H/79 LOT 17 BLK 4	MENDING HEARTS CHARITIES INC PO BOX 2765 SANFORD, FL 32772	122.15
LC 15-0766	03-23-29-0180-10-150 ANGEBILT ADDITION H/79 LOT 15 BLK 10	ARMSTRONG MATTHEW C PO BOX 1951 MAITLAND, FL 32794	187.75
LC 15-0935	09-22-31-7458-00-170 RIVERDALE FARMS W/137 LOT 17 (LESS RD R/W ON E PER 8110/3662)	HEVIA ARMANDO & HEVIA ROBERTO 10993 LEDGEMENT LN WINDERMERE, FL 34786	1034.84
LC 15-1005	17-22-31-7774-03-040 ROYAL ESTATES SECTION ONE X/90 LOT 4 BLK C	MONROIG MARIA C ESTATE & MONROIG MELVIN 2314 VINCENT RD ORLANDO, FL 32817	174.35
LC 15-1044	03-23-29-0180-07-010 ANGEBILT ADDITION H/79 LOT 1 & E1/2 LOT 2 BLK 7	FLORENCE E V & FLORENCE SAMMIE W 1200 18TH ST ORLANDO, FL 32805	185.59
LC 15-1046	15-22-28-4434-00-540 LAKE FLORENCE ESTATES 12/39 LOT 54	MARTIN CARRIE L 1745 ADDIE AVE ORLANDO, FL 32818	122.86
LC 15-1047	26-22-28-3382-00-710 HARBOR POINT 9/94 LOT 71	TAYLOR CHARLES E 219 HARBOR POINT BLVD ORLANDO, FL 32835	222.98
LC 15-1049	19-22-29-6960-13-110 PINE HILLS SUB NO 11 T/99 LOT 11 BLK M	GORDON JOSHUA A SR 5602 ASTORIA PL ORLANDO, FL 32808	121.44
LC 15-1050	03-23-29-0180-04-080 ANGEBILT ADDITION H/79	MCCOY JOHNNIE B & JACKSON ADRIENNE	185.59

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	LOT 8 BLK 4	818 W MILLER ST ORLANDO, FL 32805	
LC 15-1065	19-22-29-6976-08-100 PINE HILLS MANOR NO 2 S/84 LOT 10 BLK H	JACOBS WILLIESTEINA 10411 125TH ST SOUTH RICHMOND HILL, NY 11419	146.34
LC 15-1072	15-21-28-1364-00-850 CLARKSVILLE F/104 LOTS 85 THROUGH 92	BLAIR VIRGIL 1171 S PARK AVE APOPKA, FL 32703 S315	353.63
LC 15-1075	15-21-28-1364-00-580 CLARKSVILLE F/104 LOTS 58 & 59	MOTT DELOIS 702 E ADALEE ST TAMPA, FL 33603	101.76
LC 15-1077	15-21-28-1364-00-760 CLARKSVILLE F/104 LOTS 76 & 77 & N1/2 OF LOT 75	PORTER LULA MAE C/O LINDA A PARAMORE 5415 GAUCHO WAY ORLANDO, FL 32810	172.44
LC 15-1085	03-22-29-1000-00-101 REPLAT BUCKEYE COURT Q/150 N1/2 OF LOT 10 & ALL OF LOT 11	GAYEN CLARITA A ESTATE C/O LEONARDO E GEMORA 1005 S LAKE FORMOSA DR ORLANDO, FL 32803	150.12
LC 15-1101	01-24-29-8516-81-105 TAFT E/4 LOT 5 BLK E TIER 8	MILLER MARC F 805 13TH AVE SE DECATUR, AL 35601	502.76
LC 15-1106	34-22-29-6316-00-291 ORLANDO FARM & TRUCK CO SUB D/45 THE W 55 FT OF E 110 FT OF N 130 FT LOT 28 & (LESS N 30 FT FOR RD R/W)	CURRY & CURRYS INVESTMENT GROUP LLC 1941 NW 152ND ST OPA LOCKA, FL 33054	217.17
LC 15-1107	03-23-29-7430-02-150 RIO GRANDE TERRACE SECOND ADD W/123 LOT 15 BLK B	MINCEY HENRIETTA & MINCEY EDWARD JR 2411 RIO LN ORLANDO, FL 32805	431.54
LC 15-1108	30-23-29-8552-06-140 TANGELO PARK SECTION ONE W/100 LOT 14 BLK 6	INDAR DAVID 7640 APPLE TREE CIR ORLANDO, FL 32819	215.46
LC 15-1128	36-22-28-6416-03-140 ORLO VISTA HEIGHTS K/139 LOT 14 BLK C	HAUPT RUTH E PO BOX 54 GOTHA, FL 34734	251.86
LC 15-1129	36-22-28-6416-02-115 ORLO VISTA HEIGHTS K/139 LOT 12 BLK B	HAUPT RUTH E PO BOX 54 GOTHA, FL 34734	198.08
LC 15-1131	36-22-28-6416-04-520 ORLO VISTA HEIGHTS K/139 LOT 52 BLK D	SOUTHEAST PROPERTY AND MANAGEMENT LLC 2427 BRANTLEY ST NW ATLANTA, GA 30318	158.65
LC 15-1137	36-22-28-6416-03-170 ORLO VISTA HEIGHTS K/139 LOT 17 BLK C	REM: ERICA KUESTER & PHILLIPS ARLENE SUE CAUDILL LIFE EST & REM: MARK KUESTER 4365 BIRCH ST MACCLENNY, FL 32063	188.89
LC 15-1141	03-23-29-1402-04-320 CLEAR LAKE VIEWS J/145 LOTS 32 33 & 34 BLK 4	NELSON LINDA L 1333 19TH ST ORLANDO, FL 32805	383.34



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LC 15-1144	03-23-29-1402-07-420 CLEAR LAKE VIEWS J/145 LOTS 42 43 & 44 BLK 7	RODRIGUEZ JOSE TRUSTEE 2224 HOFFNER AVE BELLE ISLE, FL 32809	274.15
LC 15-1148	22-23-29-8152-00-210 SOUTH FLORIDA SHORES S/51 LOT 21	FEDERAL NATIONAL MORTGAGE ASSN PO BOX 650043 DALLAS, TX 75265	835.99
LC 15-1149	15-22-32-2336-00-621 UNRECORDED PLAT EAST ORLANDO ESTATES SECTION 1 THE N 181.50 FT OF FOLLOWING DESC TR 62 FROM NW COR OF SEC 22 RUN S 139.96 FT S 18 DEG E 1584.72 FT N 71 DEG E 262.46 FT E 960 FT FOR POB CONT E 240 FT N 420 FT W 240 FT S 420 FT TO POB SEE 6077/1293	PHELPS GARY D 1630 N 6TH ST ORLANDO, FL 32820	1695.82
LC 15-1154	01-23-32-7597-18-021 ROCKET CITY UNIT 1 Z/29 A/K/A CAPE ORLANDO ESTATES UNIT 1 1855/292 THE E1/2 OF LOT 2 BLK 18	BANK OF AMERICA N A 5401 N BEACH ST FORT WORTH, TX 76137	180.68
LC 15-1156	30-22-31-8812-00-120 TWIN OAKS MANOR V/72 LOT 12	CUEVA RIVERA CARMEN MILAGROS 1/10 INT & CUEVAS ANTULIO 1/5 INT & CUEVAS MARIA M 1/5 INT & CUEVAS NOEMI 1/5 INT & CUEVAS IVAN 1/5 INT & CUEVAS RIVERA IRIS GISELA 1/10 INT 9908 TWIN OAKS LN ORLANDO, FL 32825	425.70
LC 15-1157	31-21-29-5644-00-290 MILLERS SUB L/68 LOT 29	SHANKS CHRISTINA & ATKINS LARRY M SHANKS BRADLEY J 4713 MOORELAND ST ORLANDO, FL 32810	527.51
LC 15-1165	11-22-28-3549-00-790 HIAWASSEE LANDINGS UNIT TWO 18/123 LOT 79 (LESS BEG AT NE COR OF LOT 79 RUN S 52 FT E 113.84 FT N 61 DEG W 37.38 FT TO THE ELY RW LINE OF WESTLAND DR TH NLY ALONG THE ARC 50.36 FT E 115.37 FT TO POB)	BERACHAH ENTERPRISES LLC PO BOX 616686 ORLANDO, FL 32861	229.00
LC 15-1174	02-23-28-6801-01-605 PEMBROOKE 22/7 LOT 160B	GREEN BERNARD ERIC 7204 SOMERSWORTH DR ORLANDO, FL 32835	137.02
LC 15-1183	32-21-29-6080-00-461 OAK TERRACE M/70 THE N1/2 OF LOT 46 & LOTS 47 & 48	5180 JOURNAL AVENUE LAND TRUST C/O MATTHEW WEST LLC TRUSTEE 5180 JOURNAL AVE ORLANDO, FL 32810	652.81

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LC 15-1187	03-23-29-0182-90-012 ANGEBILT ADDITION NO 2 J/124 THE N 73 FT OF LOT 1 BLK 90	YARCKIN ELLEN PO BOX 151234 ALTAMONTE SPRINGS, FL 32715	594.47
LC 15-1188	06-22-31-9071-06-090 WATERMILL SECTION 6 25/143 LOT 609 SEE 6613/0214 & 6613/0215	JOACHIN MARC ANTOINE 4865 GORHAM AVE ORLANDO, FL 32817	282.70
LC 15-1190	29-22-31-2367-01-670 FIELDSTREAM NORTH PHASE 2 41/133 LOT 167	MAJCHRSZAK BARBARA 10804 GOLDFISH CIR ORLANDO, FL 32825	226.60
LC 15-1191	34-22-28-7294-01-440 RAINTREE PLACE PHASE 2 17/57 LOT 144	US BANK NATIONAL ASSN 4801 FREDERICA ST OWENSBORO, KY 42301	246.44
LC 15-1198	04-22-30-9415-00-010 WINTER PARK ESTATES SECTION 4 Y/57 LOT 1 BLK T	JOHNSON KAREN & FLUHARTY GREG 2845 ALOMA AVE WINTER PARK, FL 32792	473.63
LC 15-1206	16-21-28-6040-03-250 OAK LAWN O/141 LOT 25 BLK 3	TAYLOR SAMUEL 16 W ELLA J GILMORE ST APOPKA, FL 32703	419.90
LC 15-1208	11-21-28-0886-04-170 BREEZY HEIGHTS Y/14 LOT 17 BLK 4	RESTO JENNIFER A 320 ADRIENNE DR APOPKA, FL 32703	213.40
LC 15-1225	03-23-29-1402-02-320 CLEAR LAKE VIEWS J/145 LOTS 32 & 33 BLK 2	J P F D INVESTMENT CORP 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	190.15
LC 15-1230	03-23-29-0180-73-210 ANGEBILT ADDITION H/79 LOT 21 BLK 73	DEOLDE WILLIAM J PO BOX 2503 ORLANDO, FL 32802	475.45
LC 15-1232	23-22-28-7973-01-530 BEL AIRE WOODS FIFTH ADDITION 3/88 LOT 153	JONES LEROY & JONES JULIET 1801 GUMWOOD CT ORLANDO, FL 32818	178.34
LC 15-1235	13-22-28-3524-06-010 HIAWASSA HIGHLANDS W/17 LOT 1 BLK F	AGOSTO WANDA & AGOSTO RAFAEL 6826 DERRICK DR ORLANDO, FL 32818	194.04
LC 15-1238	36-22-28-9212-05-010 WESTMONT M/26 LOT 1 & N 1/2 OF LOT 2 BLK E	TUCKER TOLITHA R 2051 COUNTY ROAD 204 OXFORD, FL 34484	220.39
LC 15-1240	15-23-30-5566-00-651 MEADOW COVE UNIT 2 10/62 THE E1/2 LOT 65	EVOLA MARIE 6911 EDGEFIELD LN ORLANDO, FL 32822	644.84
LC 15-1247	03-23-29-0182-87-130 ANGEBILT ADDITION NO 2 J/124 LOTS 13 14 & 15 BLK 87	35TH STREET PARTNERS LLC 121 S ORANGE AVE STE 820N ORLANDO, FL 32801	677.15
LC 15-1248	03-23-29-0182-93-232 ANGEBILT ADDITION NO 2 J/124 THE S 45 FT OF LOTS 23 & 24 BLK 93	TFLT LLC 4747 EXECUTIVE DR STE 510 SAN DIEGO, CA 92121	202.33
LC-15-1250	03-23-29-0182-92-150 ANGEBILT ADDITION NO 2 J/124 LOT 15 BLOCK 92	TFLT LLC 4747 EXECUTIVE DR STE 510 SAN DIEGO, CA 92121	208.63



EXHIBIT "A" 11/2016  
SPECIAL ASSESSMENTS LOT CLEANING LIENS

Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 15-1253	07-22-29-5564-00-970 MEADOWBROOK ACRES V/105 LOT 97	INNISS LUCENE T 127 BELMONT ST ENGLEWOOD, NJ 07631	815.35
LC 15-1255	19-22-29-6712-03-220 PARKWAY ESTATES U/2 LOT 22 BLK C	NWOSU GERALD 1235 ROGER BABSON RD ORLANDO, FL 32808	272.58
LC 15-1265	19-22-29-6954-07-150 PINE HILLS SUB NO 8 T/68 LOT 15 BLK G	DEUTSCHE BANK NATIONAL TRUST CO TR 150 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212	290.82
LC 15-1270	13-23-30-1296-00-700 CHICKASAW OAKS PHASE 3 13/101 LOT 70	LEBRON FREDESVIDA 10322 LAKE DISTRICT LN ORLANDO, FL 32832	89.02
LC 15-1293	17-20-27-3695-00-020 HOLLY STREET SUB 25/95 LOT 2	BAPTISTE BERNADETTE J PO BOX 433 ZELLWOOD, FL 32798	1132.15
LC 15-1296	17-20-27-3695-00-070 HOLLY STREET SUB 25/95 LOT 7	POSTELL ANTONIO T PO BOX 1323 ZELLWOOD, FL 32798	1216.40
LC 15-1299	03-23-29-0180-19-060 ANGEBILT ADDITION H/79 LOT 6 BLK 19	NOCAM PROPERTIES LLC 750 S ORANGE BLOSSOM TRL STE 1 ORLANDO, FL 32805	200.29
LC 15-1300	35-22-28-8838-00-160 VALENCIA HILLS UNIT ONE 13/120 LOT 16	US BANK NA 4801 FREDERICA ST OWENSBORO, KY 42301	415.13
LC 15-1316	26-23-32-1173-20-930 CAPE ORLANDO ESTATES UNIT 7A 3/103 LOT 93 BLK 2	DAVIS ROGER A 19732 SEAVIEW ST ORLANDO, FL 32833	1444.30
LC 15-1317	25-24-31-3880-02-140 ISLE OF PINES FOURTH ADDITION U/132 LOT 214	PETRUSKA MARTHA 13545 LAKE MARY JANE RD ORLANDO, FL 32832	431.68
LC 15-1322	03-23-29-0180-39-120 ANGEBILT ADDITION H/79 LOT 12 (LESS BEG 13.85 FT N OF SW COR THEREOF RUN ELY 8.33 FT NLY 40.2 FT WLY 7.9 FT S 40.2 FT TO POB) BLK 39	MENDING HEARTS CHARITIES INC PO BOX 2765 SANFORD, FL 32772	194.14
LC 15-1323	03-23-29-0180-39-110 ANGEBILT ADDITION H/79 LOT 11 & BEG 13.85 FT N OF SE COR LOT 11 TH RUN ELY 8.33 FT NLY 40.2 FT WLY 7.9 FT SLY 40.2 FT TO POB BEING A PT OF LOT 12 BLK 39	MENDING HEARTS CHARITIES INC PO BOX 2765 SANFORD, FL 32772	212.62
LC 15-1332	03-23-29-0180-32-180 ANGEBILT ADDITION H/79 LOT 18 BLK 32	DONNELLY CARA & DONNELLY PAUL JOHN 128 LAKEVIEW RESERVE BLVD WINTER GARDEN, FL 34787	166.15

EXHIBIT "A" 11/2016  
SPECIAL ASSESSMENTS LOT CLEANING LIENS

Assessment Number	Parcel ID Number Legal Description	Property Owner(s)	Assessment Amount
LC 15-1346	21-22-31-6686-06-040 PARK MANOR ESTATES SECTION 1 X/79 LOT 4 BLK F	ALBA GILBERT & ALBA BRANDY 2101 NE 8TH ST GAINESVILLE, FL 32609	276.65
LC 15-1388	13-22-28-8078-00-060 WEDGEWOOD VILLAGE 2/139 LOT 6	LEWIS LIONEL E & LEWIS BRENDA M 207 TONI ST ORLANDO, FL 32810	173.14
			373069.92

DRAFT

PUBLIC WORKS DEPARTMENT  
PUBLIC HEARING REPORTS  
MAY 24, 2016

**PETITION TO VACATE – PTV-15-12-023 – JAY R. JACKSON, OF KIMLEY-HORN AND ASSOCIATES, ON BEHALF OF ORLANDO EQUITY PARTNERS, LLC AND 30 WEST PERSHING, LLC – DISTRICT 1**

The petitioner requests that Orange County vacate a portion of a drainage easement containing approximately 6.08 acres. The portion of the easement requested for vacation is currently not being utilized for drainage purposes. The petitioner wishes to vacate the easement to allow for future development of the property.



PTV # 15-12-023

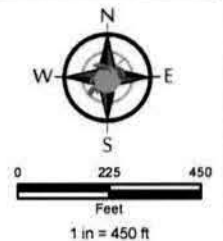
Jay R. Jackson, of Kimley-Horn and Associates, Inc., on behalf of  
Orlando Equity Partners, LLC and 30 West Pershing, LLC



Subject Property



Portion of Drainage Easement to be Vacated

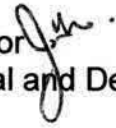




## Interoffice Memorandum

May 12, 2016

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

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

CONTACT PERSON: John Smoger, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: May 24, 2016 – Public Hearing  
Dennis Seliga, Boyd Development Corporation  
Hamlin Planned Development (PD)  
Case # LUPA-15-10-288 / District 1

The Hamlin PD/UNP was originally approved on March 12, 2013, and is generally located in the Horizon West - Town Center Specific Area Plan (SAP) in southwest Orange County. More specifically, the 539.55-acre PD is located on the east side of SR 429; north and south of New Independence Parkway; and west of Lake Hartley and Lake Hancock. The PD consists of four (4) land use districts, eleven (11) development parcels, and 82.14 acres of Adequate Public Facility (APF) roadways and parks. Consistent with the underlying Town Center SAP land use map, the Hamlin PD / Unified Neighborhood Plan (UNP) development program currently provides for 1,506 residential dwelling units and bonus units; 1,848,600 square feet of non-residential uses, and 200 hotel rooms.

With this Land Use Plan Amendment (LUPA), the applicant is seeking to aggregate and rezone 6.88 acres located south of New Independence Parkway and currently within the adjacent Avalon Woods I PD. Despite the increase in acreage, no changes to the approved Hamlin PD development program are proposed. However, changes do include a new UNP note to clarify 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 the establishment of a Master Sign Plan (MSP) with three (3) sign-related waivers. Through a related non-substantial change, the subject 6.88 acres are also being extracted from the Avalon Woods I PD (Case #CDR-15-10-307).

A community meeting was not required for this request, and on April 13, 2016, the Development Review Committee (DRC) recommended approval subject to the conditions listed in the staff report.

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 Hamlin Planned Development / Unified Neighborhood Plan (PD / UNP) dated “Received April 15, 2016”, subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

Attachments



**GENERAL INFORMATION**

<b>APPLICANT</b>	Dennis Seliga, Boyd Development Corporation
<b>OWNERS</b>	SD New Independence Holdings, LLC and SLF IV / Boyd Horizon West JV, LLC
<b>PROJECT NAME</b>	Hamlin Planned Development / Unified Neighborhood Plan (PD/UNP)
<b>HEARING TYPE</b>	Planned Development / Unified Neighborhood Plan (PD / UNP)
<b>REQUEST</b>	<b>PD</b> ( <i>Planned Development District – Avalon Woods I PD</i> ) <b>to PD</b> ( <i>Planned Development District – Hamlin PD</i> )

*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 (MSP) with the following waivers from Orange County Code:*

- 1. 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.*
- 2. 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;*
- 3. 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.*

<b>LOCATION</b>	Generally located on the east side of SR 429, north and south of New Independence Parkway, and west of Lake Hartley and Lake Hancock.
<b>PARCEL ID NUMBERS</b>	21-23-27-0000-00-004 ( <i>portion of</i> ); 21-23-27-0000-00-033 ( <i>portion of</i> ); and 21-23-27-0000-00-036 ( <i>affected parcels only</i> )
<b>TRACT SIZE</b>	539.55 gross acres ( <i>existing PD</i> ) <u>6.88 gross acres</u> ( <i>proposed for aggregation</i> ) 546.43 gross acres ( <i>resulting acreage</i> )
<b>PUBLIC NOTIFICATION</b>	For this case, a notification area extending beyond 500 feet was established [Chapter 30-40(c)(3)(a) of the Orange County Code requires 300 feet]. Two hundred seventy-nine (279) notices were mailed to those property owners in the mailing area. A community meeting was not required for this case.
<b>PROPOSED USE</b>	1,506 residential dwelling units and bonus units; 1,848,600 square feet of non-residential uses, and 200 hotel rooms (consistent with the approved development program)

## **IMPACT ANALYSIS**

### **Special Information**

The Hamlin PD/UNP was originally approved on March 12, 2013, and is generally located in the Horizon West - Town Center Specific Area Plan (SAP) in southwest Orange County. More specifically, the 539.55-acre PD is located on the east side of SR 429; north and south of New Independence Parkway; and west of Lake Hartley and Lake Hancock. The PD consists of four (4) land use districts, eleven (11) development parcels, and 82.14 acres of Adequate Public Facility (APF) roadways and parks. Consistent with the underlying Town Center SAP land use map, the Hamlin PD/UNP development program currently provides for 1,506 residential dwelling units and bonus units; 1,848,600 square feet of non-residential uses, and 200 hotel rooms.

Through this Land Use Plan Amendment (LUPA), the applicant is seeking to aggregate and rezone 6.88 acres located south of New Independence Parkway and currently within the adjacent Avalon Woods I PD. Despite the increase in acreage, no changes to the approved Hamlin PD development program are proposed. However, changes do include a new UNP note to clarify 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 the establishment of a Master Sign Plan (MSP) with three (3) sign-related waivers. Finally, through a related non-substantial change, the subject 6.88 acres are also being extracted from the Avalon Woods I PD (Case #CDR-15-10-307).

### **Land Use Compatibility**

The proposed change to the PD would not adversely impact any adjacent properties.

**Comprehensive Plan (CP) Consistency**

The subject properties have an underlying Future Land Use Map (FLUM) designation of Village (V) with a Horizon West Town Center Specific Area Plan (SAP) designation of Corporate Campus Mixed Use (CCM-3), Wetland/Conservation (CONS) and Greenbelt (GB). The proposed LUPA is consistent with this FLUM designation and all other applicable CP provisions; including, but not limited to, the following:

**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.

**FLU4.5.1 Village Greenbelts.** In addition to requirements for formal parks and neighborhood greens, greenbelts surrounding each Village and the Town Center

averaging 500 feet in width shall be required at the perimeter of each Village. This greenbelt must be provided to discourage sprawl by creating a definable Village and provide a permanent undeveloped edge, except as set forth in FLU4.3.2, so that planning a Village within limited spaces takes on meaning. Topography and other physical features may allow this width to be reduced where visual separation can be accomplished with less distance. Where it may be beneficial to concentrate the acreage to enhance wildlife corridors, wetland connections, or preserve valuable uplands and protect sites critical for Floridan Aquifer protection, the greenbelt may be concentrated in one section of the Village Perimeter. In no case shall the greenbelt separation between villages be less than 300 feet. Subject to subdivision regulations and conservation area protection requirements, access drives and bicycle/pedestrian paths may be allowed within the greenbelt/buffer to connect properties that would otherwise be denied reasonable access. Development standards for access drives and pedestrian/bicycle paths through greenbelt/buffer shall be addressed in the Village and Town Center Development Codes.

**FLU4.5.6** Additional greenbelt requirements apply as follows:

**Town Center**

Town Center will develop at urban densities and intensities; therefore, upland greenbelt areas shall not be required as a buffer between SR 429 and development in Town Center.

The Upland Greenbelt requirement between the Village of Bridgewater and Town Center Specific Area Plans (SAPs) may be accomplished as depicted on the adopted Recommended Future Land Use Plan (LUP) for both SAPs or by alternative location within the Village of Bridgewater as may be approved by the Board of County Commissioners through a privately initiated map amendment. The portion of the existing Urban Greenbelt for which an alternative may be proposed shall be limited to adjacency with Parcels CCMU-1 and CCMU-3 depicted on the Town Center LUP. An alternative location of the Upland Greenbelt shall:

1. Be consistent with the requirements of FLU4.5.1;
2. Provide a similar degree of physical separation between the Village of Bridgewater and Town Centers SAPs as provided through the existing Urban Greenbelt designation;
3. Include upland areas;
4. Be fully capable of accommodating any planned trail or pedestrian/bicycle facility intended for inclusion within the Upland Greenbelt; and
5. Be planned to minimize impacts to adjoining property owners that may be associated with any type of public facilities or private development located within the Urban Greenbelt.

**Overlay District Ordinance**

The subject property is not located within a Zoning Overlay District.

**Rural Settlement**

The subject property is not located within a Rural Settlement.

**Joint Planning Area (JPA)**

The subject property is not located within a JPA.

**Environmental**

EPD staff reviewed the request, and noted that previous conditions apply.

**Transportation / Concurrency**

A Road Network Agreement for Town Center East was approved by the Board of County Commissioners on December 6, 2011 and recorded at OR Book/Page 10306/1364. The Developer has obtained vested trips for the completion of construction for Hamlin Groves Trail and New Independence Parkway to four lanes. Right-of-Way for the road network has been dedicated to the County.

Town Center East Boulevard/Hamlin Trail: First Amendment to Town Center East Road Network Agreement ("First Amendment") between Orange County and SLF IV/Boyd Horizon West JV, LLC ("Developer") and Orlando Health Central, Inc. ("Orlando Health") was approved by the Board of County Commissioners on 7/10/2012 and recorded at ORBK 10411/ 0542 for the conveyance of Right-of-Way for the road network in Town Center. The First Amendment contemplates that the Orlando Health parcel will be included in the terms of the original agreement. Under the terms of the First Amendment, Orlando Health shall receive \$22,500 per acre in Road Impact Fee Credits for the dedication of 2.11 acre parcel for Hamlin Trail Right-of-Way for a total of \$47,450.00 in road impact fee credits. An additional 2.22 acre area of Right-of-Way for Porter Road will be donated to Orange County by Orlando Health at no cost to the County. Developer has assigned 650 Vested Trips to Orlando Health. Orlando Health is has the option to complete the Phase 4 improvements. The First Amendment also acknowledges that Developer has acquired the Gleason Parcel which is now included in the definition of the Property.

**Schools**

A previously executed Capacity Enhancement Agreement (CEA) applies to this project.

**Parks and Recreation**

Orange County Parks and Recreation staff reviewed the request, but raised no issues or concerns.

**Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaim:	Orange County Utilities



**Code Enforcement**

No code enforcement, special magistrate or lot cleaning issues on the subject property have been identified.

**Specific Project Expenditure Report and Relationship Disclosure Forms**

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

**ACTION REQUESTED**

**Development Review Committee (DRC) Recommendation – (April 13, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Hamlin Planned Development / Unified Neighborhood Plan (PD / UNP) dated "Received April 15, 2016", 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 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.

**PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (September 1, 2015)**

Upon a motion by Commissioner Boyd, seconded by Commissioner Clarke, and carried with all present Commissioners voting AYE, the Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Christopher P. Roper, Akerman, LLP, Hamline Planned Development / Unified Neighborhood Plan / Land Use Plan (PD/UNP/LUP) Case # CDR-15-07-188, to grant two (2) "after-the-fact" waivers from Orange County Code, and applicable to seven homes only, which constitutes a substantial change to the development of the described property, subject to conditions.

## Hamlin PD / UNP (Cover Sheet)



sheet  
1

11.28.2012  
rev. 3.17.2014  
rev. 4.24.2014  
rev. 9.18.2014  
rev. 3.16.2015  
rev. 10.5.2015

### Hamlin PLANNED DEVELOPMENT UNIFIED NEIGHBORHOOD PLAN / LAND USE PLAN

LUPA-15-10-288  
SUBMITTED: October 5, 2015

ORIGINALLY SUBMITTED: November 28, 2012

Parcel Numbers: 17-23-27-2714-01-000 | 17-23-27-2714-02-000 | 29-23-27-0000-00-001 | 29-23-27-0000-00-043 | 29-23-27-0000-00-051 | 21-23-27-0000-00-037  
20-23-27-0000-00-033 | 29-23-27-0000-00-052 | 29-23-27-0000-00-049 | 20-23-27-5846-00-001 | 29-23-27-0000-00-050 | 20-23-27-0000-00-030  
29-23-27-2715-00-001 | 29-23-27-0000-00-044 | 29-23-27-0000-00-053 | 21-23-27-0000-00-036 | 21-23-27-0000-00-033  
21-23-27-0000-00-004 | All lots and tracts, Overlook 2 at Hamlin Phase I-6 recorded in Plat Book 84 Pages 10-14

#### Development Team

**SLF IV/ BOYD HORIZON WEST JV, LLC**  
7586 West Sand Lake Rd  
Orlando, FL 32819  
407.352.5858

Owner

**SHUTTS & BOWEN, LLP**  
300 South Orange Ave, Suite 1000  
Orlando, FL 32801  
407.423.3200

Attorney

**AGMCI, LLC**  
235 S. Maitland Ave, Suite 116  
Maitland, FL 32751  
407.622.9094

Master Planning

**KELLY, COLLINS & GENTRY, INC.**  
1700 N. Orange Ave, Suite 400  
Orlando, FL 32804  
407.898.7858

Engineering

**DIX LATHROP & ASSOCIATES**  
150 W. Jessup Ave  
Longwood, FL 32750  
407.667.1777

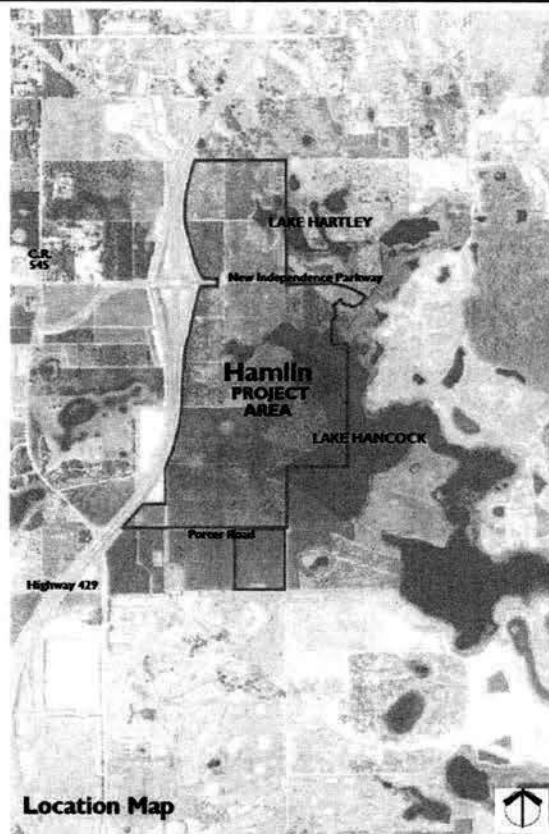
Landscape Architecture

**ALLEN & COMPANY**  
213 South Dillard Street, Suite 210  
Winter Garden, FL 34787  
407.654.5355

Surveying

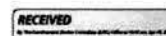
**BIO-TECH CONSULTING, INC.**  
2002 East Robinson Street  
Orlando, FL 32803  
407.894.5969

Environmental



#### SHEET INDEX:

- COVER
- 2| SURVEY/ LEGAL DESCRIPTION
- 3| EXISTING SURVEY
- 4| CONSERVATION PLAN
- 5| SOILS MAP
- 6| VEGETATION MAP
- 7| TOWN CENTER LAND USE DISTRICT PLAN
- 8| UNP- ADDITIONAL PERMITTED USES EXHIBIT
- 9| CONCEPTUAL MASTER STORMWATER SYSTEM PLAN
- 10| PROJECT NOTES & CONDITIONS
- 11-13| PROJECT NOTES & CONDITIONS
- 14| LAND USE DATA
- 15-17| APPROVED WAIVERS AND CONDITIONS OF APPROVAL
- 18-19| APPROVED WAIVERS AND CONDITIONS OF APPROVAL
- 20-24| MASTER SIGN PLAN





## Hamlin PD / UNP

Hamlin  
PD/ UNP/ LUP  
TOWN CENTER LAND USE DISTRICT PLAN

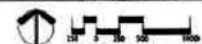
11.28.2012  
rev. 3.17.2014  
rev. 4.24.2014  
rev. 9.18.2014  
rev. 3.16.2015  
rev. 10.5.2015  
sheet  
7

### Hamlin District Plan

<input type="checkbox"/> Gross Project Acreage:	546.43 Ac.
(Lake Area)	(97.03 Ac.)
(Conservation/Wetlands)	(2.47 Ac.)
<input type="checkbox"/> Developable Land:	446.94 Ac.
per Section 38-1382(b)	

#### Notes:

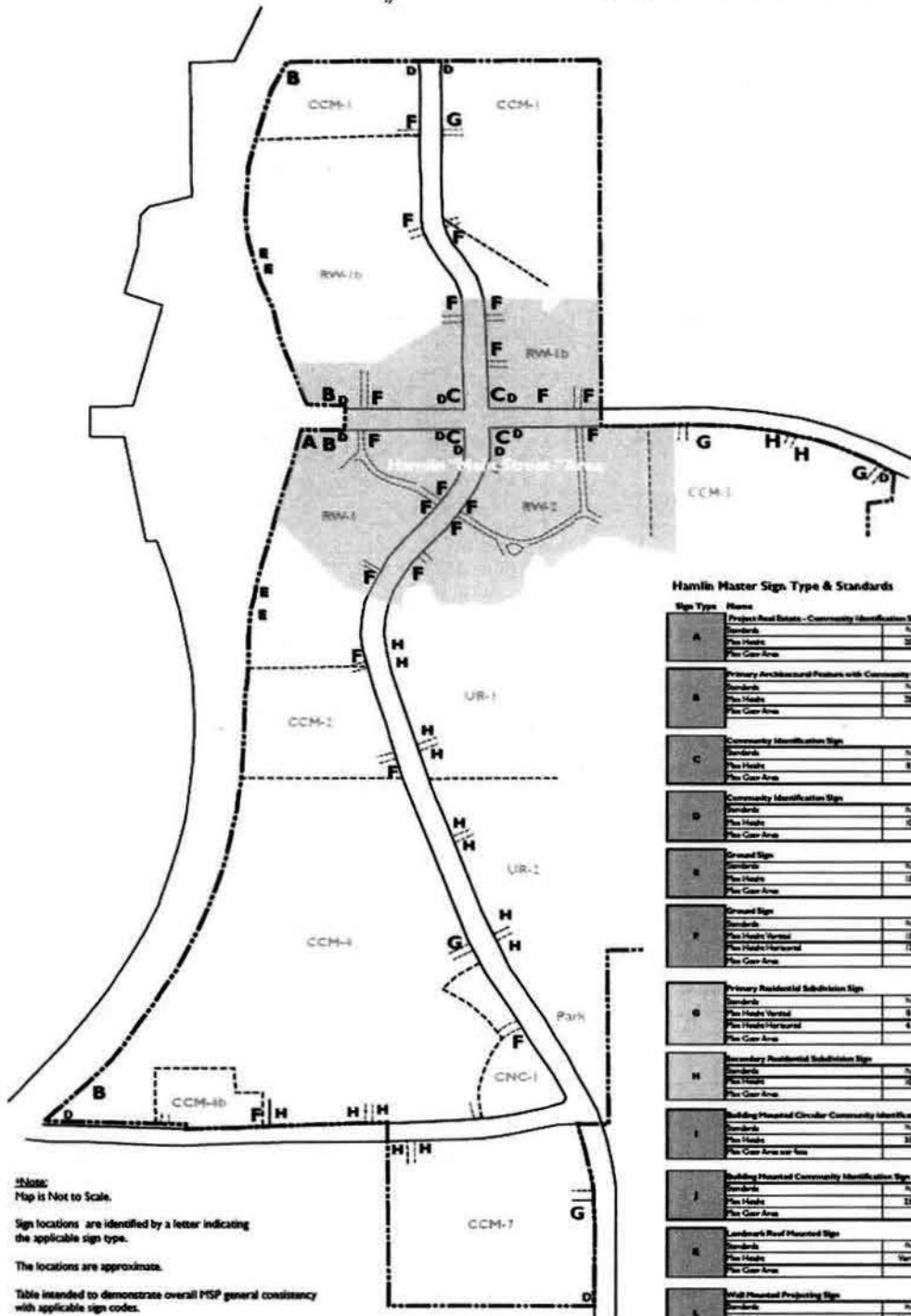
1. District boundaries are depicted consistent with the Town Center Land Use Plan attached as Exhibit "J" to the Town Center SAP. Developable acreage estimates for each District are generally consistent with estimates set forth in Tables 2.4 and 2.5 of the SAP but have been updated based on more precise field survey data.
2. District boundaries adjacent to Lakes are determined by NWWE line.



## Hamlin PD / UNP (Master Sign Plan)

sheet  
21

### Hamlin PD/ UNP/ LUP MASTER SIGN PLAN Ground Signage Standards & Location Map



Hamlin Master Sign Type & Standards

Sign Type	Name	Standards	Min Height	Min Area
A	Project Road Signs - Community Identification Sign	Standards	5'	50 sq ft
		Min Height	50'	120'
		Min Area		120'
B	Primary Architectural Features with Community Identification Sign	Standards	5'	50 sq ft
		Min Height	25'	120'
		Min Area		120'
C	Community Identification Sign	Standards	5'	50 sq ft
		Min Height	5'	80'
		Min Area		80'
D	Community Identification Sign	Standards	5'	50 sq ft
		Min Height	10'	4'
		Min Area		4'
E	Ground Sign	Standards	5'	50 sq ft
		Min Height	15'	30'
		Min Area		30'
F	Ground Sign	Standards	5'	50 sq ft
		Min Height Vertical	15'	
		Min Height Horizontal	15'	120'
G	Primary Residential Subdivision Sign	Standards	5'	50 sq ft
		Min Height Vertical	5'	
		Min Height Horizontal	5'	10'
H	Secondary Residential Subdivision Sign	Standards	5'	50 sq ft
		Min Height	10'	8'
		Min Area		8'
I	Building Mounted Circular Community Identification Sign	Standards	5'	50 sq ft
		Min Height	25'	400'
		Min Area		400'
J	Building Mounted Community Identification Sign	Standards	5'	50 sq ft
		Min Height	25'	300'
		Min Area		300'
K	Landscape Mounted Sign	Standards	5'	50 sq ft
		Min Height	Varies	
		Min Area		400'
L	Wall Mounted Projecting Sign	Standards	5'	50 sq ft
		Min Height	Varies	
		Min Area		40'

Note:  
Map is Not to Scale.

Sign locations are identified by a letter indicating the applicable sign type.

The locations are approximate.

Table intended to demonstrate overall MSP general consistency with applicable sign codes.

Locations for Sign types I, J, K and L are not depicted on this map. Their location will be determined at time of permitting.

Specific Criteria may be exceeded if overall signage is considered substantially consistent with the provisions of this Master Sign Plan.

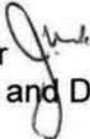




## Interoffice Memorandum

May 11, 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: May 24, 2016 – Public Hearing  
Applicant: Dennis Seliga, Boyd Horizon West, LLC  
Hamlin PD / UNP / Lakewalk at Hamlin PSP / DP  
Case #PSP-15-08-222

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of April 13, 2016, to approve the Hamlin Planned Development (PD) / Unified Neighborhood Plan (UNP) / Lakewalk at Hamlin Preliminary Subdivision Plan (PSP) / Development Plan (DP) to subdivide and construct 316 multi-family residential dwelling units on 23.13 gross acres in one (1) phase. This item was continued by the Board of County Commissioners on March 15, 2016 and April 5, 2016.

This request also includes the following two (2) waivers from Orange County Code:

1. A waiver from Section 38-1890.51 Table 4-1 and Section 38-1390.55(C)(10) to allow a minimum setback of zero (0) feet for the locations identified on the PSP-DP, in lieu of ten (10) feet.
2. A waiver from Code Section 34-152(c) 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.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

**ACTION REQUESTED:**    **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Hamlin PD / UNP / Lakewalk at Hamlin Preliminary Subdivision Plan (PSP) / Development Plan (DP) 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-15-08-222**

Commission District # 1

**1. REQUEST**

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of April 13, 2016, to approve the Hamlin PD / UNP / Lakewalk at Hamlin Preliminary Subdivision Plan / Development Plan (PSP / DP) to subdivide and construct 316 multi-family residential dwelling units on 23.13 gross acres in one (1) phase.

**2. PROJECT ANALYSIS**

- A. Location: South of New Independence Parkway / East of Hamlin Groves Trail
- B. Parcel ID: 21-23-27-0000-00-040
- C. Total Acres: 23.13
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: Keene's Crossing ES – Capacity: 859 / Enrollment: 1,197  
Bridgewater MS – Capacity: 1,176 / Enrollment: 1,374  
West Orange HS – Capacity: 3,276 / Enrollment: 3,836
- G. School Population: 82
- H. Parks: Summerport Park – 2.1 Miles
- I. Proposed Uses: 316 Multi-Family Residential Dwelling Units
- J. Site Data: Maximum Building Height: 150'  
Minimum Living Area: 500 Square Feet  
Building Setbacks:  
10' Front  
5' Side  
50' Rear  
10' Side Street
- K. Fire Station: 34 - 4000 Winter Garden Vineland Road



- L. Transportation: The Right-of-Way Conveyance and Construction Agreement ("Agreement") between Orange County and SLF IV/Boyd Horizon West JV, LLC was approved by the BCC on December 6, 2011 and recorded at OR BK10306 / PG 1333. New Independence Parkway has since been constructed to four lanes. The applicant is required to provide an Assignment of Vested Trips to demonstrate that concurrency requirements have been satisfied for this request.

### **3. COMPREHENSIVE PLAN**

The subject property has an underlying Future Land Use Map (FLUM) designation of V (Village), and located in the Horizon West Town Center with a Specific Area Plan (SAP) designation of CCM-3 (Corporate Campus Mixed Use District).

### **4. ZONING**

PD (Planned Development District) (Hamlin PD / UNP)

### **5. REQUESTED ACTION:**

Approval subject to the following conditions:

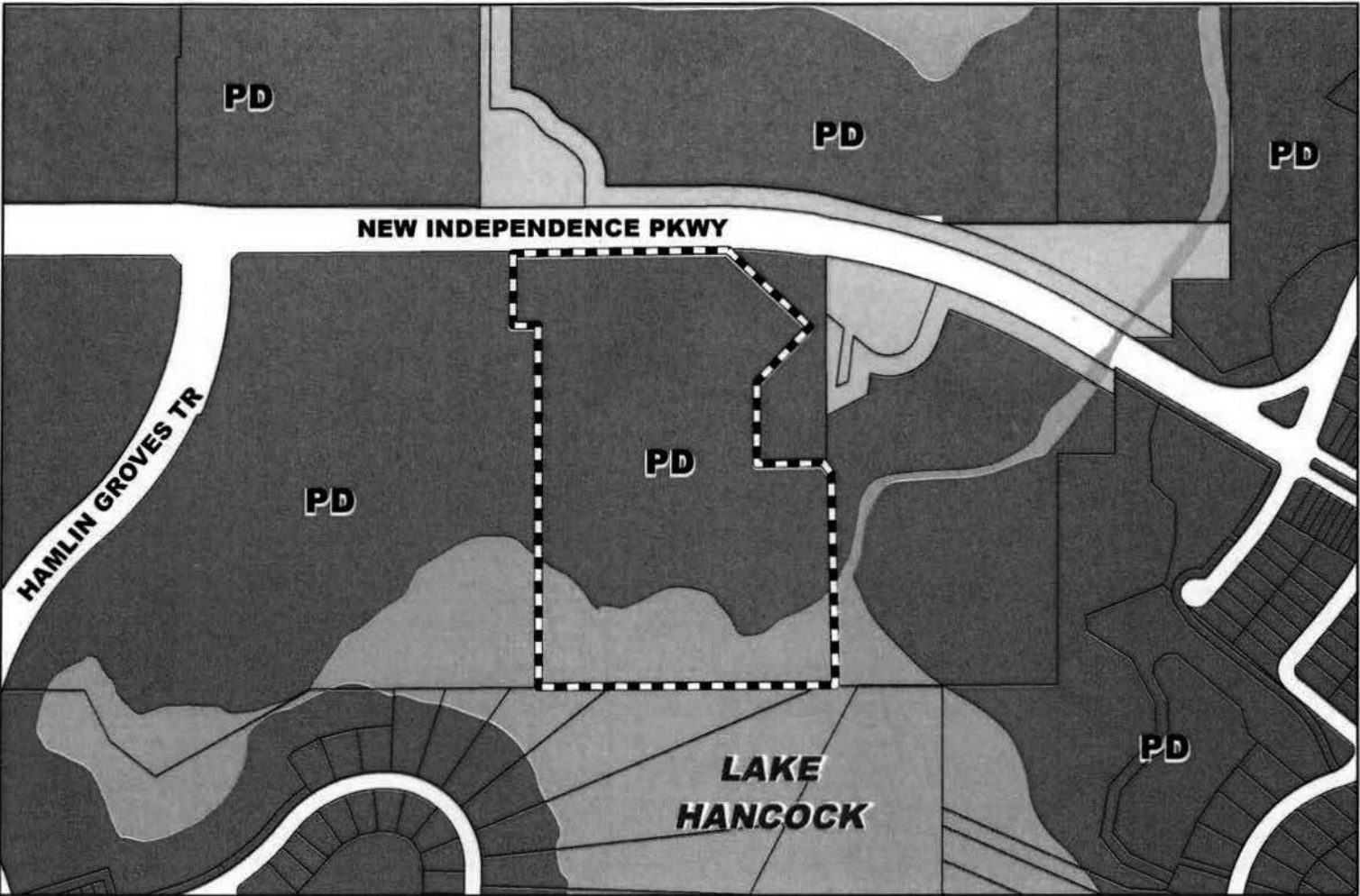
1. Development shall conform to the Hamlin PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Lakewalk at Hamlin Preliminary Subdivision Plan dated "Received April 11, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply 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.



Subject Property



Subject Property

# Zoning

**ZONING:** PD (Planned Development District)  
(Hamlin PD)

**APPLICANT:** Dennis Seliga  
Boyd Horizon West, LLC

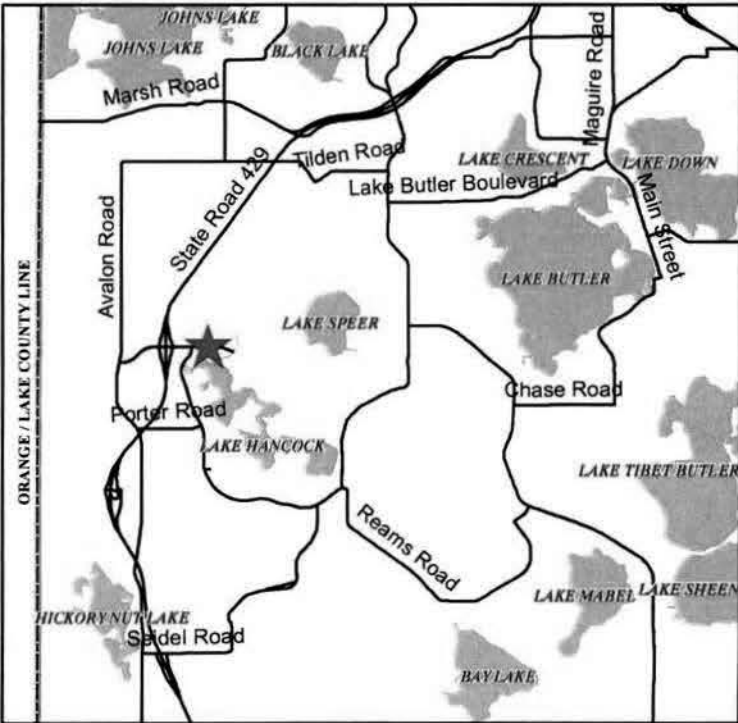
**LOCATION:** South of New Independence Parkway /  
East of Hamlin Groves Trail

**TRACT SIZE:** 23.13 acres

**DISTRICT:** #1

**S/T/R:** 21/23/27

1 inch = 500 feet



**GENERAL/MISCELLANEOUS**

EXISTING USE:	VACANT
EXISTING VEGETATION	CITRUS GROVE
PROPOSED USE:	MULTI-FAMILY RESIDENTIAL
ZONING:	PLANNED DEVELOPMENT (PD)
AVERAGE DAILY TRAFFIC:	TBD

**SITE DATA**

MULTI-FAMILY TRACT:	21.96 AC
POND TRACT:	1.17 AC
TOTAL PSP AREA:	23.13 AC

PARK AREA:	2.14 AC
LAKE AREA:	6.65 AC
NET DEVELOPABLE AREA: <sup>1</sup>	15.31 AC
TOTAL LOTS / UNITS:	316 UNITS

1. EXCLUDES LAKE AND POND TRACT

EXISTING WETLANDS:	0.11 AC
WETLANDS TO REMAIN:	0.11 AC
STORMWATER MANAGEMENT AREA	1.17 AC

**IMPERVIOUS SURFACE RATIO (ISR)**

PERVIOUS AREA:	4.20 AC
IMPERVIOUS AREA:	11.11 AC
CURB & PAVEMENT:	5.53 AC
SIDEWALKS:	1.27 AC
PAVERS:	0.27 AC
BUILDINGS:	4.04 AC
TOTAL:	11.11 AC
PROVIDED ISR:	73%
MAXIMUM ISR:	75%

**ADEQUATE PUBLIC FACILITIES (APF) COMPLIANCE**

THE APF OBLIGATION FOR ALL PARCELS WITHIN THE HAMLIN PD/UNP HAS BEEN SATISFIED PURSUANT TO PARAGRAPH 7.0 ON SHEET 12 OF THE HAMLIN PD/UNP AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON FEBRUARY 10, 2015. SAID OVERALL PD/UNP APF CALCULATION RESULTED IN A APF SURPLUS FOR THE HAMLIN PD/UNP OF 11.78 AC.

**OPEN SPACE**

SEE UNIFIED NEIGHBORHOOD PLAN

**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: NTS  
Date: 1/28/2016  
S: 20 T: 23 R: 27  
Job #: 1107.000  
Drawn by: GPR  
Appvd. by: GRR

**LAKEWALK AT HAMLIN  
HAMLIN PD / UNP**

Exhibit: SITE DATA  
Source: PSP-15-08-222  
Area: ORANGE COUNTY

3 of 6



**LOT / BUILDING CRITERIA**

SETBACKS (MINIMUMS)	PROVIDED:	REQUIRED:	
FRONT:	10'	10'	(PER SEC. 38-1390.41 PARKWAY & 38-1390.51 TABLE 4-1)
SIDE:	5'	5'	(PER SEC. 38-1390.51 TABLE 4-1)
SIDE STREET:	10'	10'	(PER SEC. 38-1390.51 TABLE 4-1)
REAR (LAKE):	50'	50'	(PER SEC. 38-1501)
MIN. LOT WIDTH:	724'	85'	(PER SEC. 38-1390.55 (C) & SEC.38-1387.2)
MIN. LOT DEPTH:	1251'	100'	(PER SEC. 38-1390.55 (C) & SEC.38-1387.2)
MAX BUILDING HEIGHT:	57'	150'	(PER SEC. 38-1390.51 TABLE 4-1)
MIN. LIVING AREA:	500 SF	500 SF	(PER SEC. 38-1390(C)(5))
DENSITY:	20.61 UNITS / AC --		(IN COMPLIANCE WITH HAMLIN PD)

**PARKING**

REQUIRED:	(PER SEC. 38-1476 (A))
1 BEDROOM UNITS	117 (1.5 SPACES PER UNIT:) = 176 SPACES
2 & 3 BEDROOM UNITS	199 (2 SPACES PER UNIT:) = 398 SPACES
TOTAL REQUIRED:	574 SPACES
PROVIDED:	
GARAGE:	83 SPACES
SURFACE:*	542 SPACES*
TOTAL PROVIDED:	625 SPACES

\*OUT OF TOTAL SURFACE SPACES, 57 SPACES ARE TANDEM PARKING SPACES ASSIGNED TO APPLICABLE UNITS AS INDICATED ON PLAN.

**LIGHTING**

SITE LIGHTING SHALL COMPLY WITH ARTICLE XVI OF ORANGE COUNTY CODE.

**SIGNAGE**

SIGNAGE SHALL BE IN ACCORDANCE WITH THE HAMLIN PD MASTER SIGN PLAN AS ADOPTED.

**SOILS**

BASINGER FINE SAND	11%
CANDLER FINE SAND	67%
IMMOKALEE FINE SAND	5%
WATER	17%

**FLOOD PLAIN**

FEMA FLOOD INSURANCE RATE MAP (FIRM) 12095C0375F & 12095C0380F, DATED SEPTEMBER 25th, 2009, IDENTIFIES A MAJORITY OF THE LANDWARD AREA WITHIN ZONE X, OUTSIDE THE 500 YEAR FLOOD ZONE.

**PHASING**

PROJECTED WILL BE DEVELOPED IN 1 PHASE.

**CONSERVATION AREA**

AN ORANGE COUNTY CONSERVATION AREA DETERMINATION CAD-11-08-036 WAS COMPLETED THAT INCLUDED THIS PROJECT SITE. 0.11 AC OF WETLANDS WERE DETERMINED TO BE PRESENT WITHIN THE PROJECT BOUNDARY. THIS PLAN WILL COMPLY WITH ALL RELATED PERMIT CONDITIONS OF APPROVAL. THE WETLANDS WILL BE REMOVED VIA CONSERVATION AREA IMPACT PERMIT SUBMITTED SEPTEMBER 2015.

**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: NTS

Date: 1/28/2016

S: 20 T: 23 R: 27

Job #: 1107.000

Drawn by: GPR

Appvd. by: GRR

**LAKEWALK AT HAMLIN  
HAMLIN PD / UNP**

Exhibit: SITE DATA

Source: PSP-15-08-222

Area: ORANGE COUNTY

4 of 6

## RECREATION AREA

### REQUIRED RECREATION AREA PER O.C. CODE 38-1253

2.1 PERSONS PER MULTI-FAMILY UNIT X

316 UNITS =

664 POPULATION

2.5 AC RECREATION AREA PER 1000 POPULATION X

664 PEOPLE =

1.66 ACRES

**PROVIDED RECREATION 2.14 ACRES\***

\*SEE UNIFIED NEIGHBORHOOD PLAN

## OWNERSHIP/MAINTENANCE

ROADWAYS	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION
STORMWATER TRACTS	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION
DRAINAGE EASEMENTS	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION WITH EASEMENT GRANTED TO ORANGE COUNTY
UTILITY EASEMENTS	PUBLIC:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION WITH EASEMENT GRANTED TO ORANGE COUNTY UTILITIES
WATER, WASTEWATER, & RECLAIMED WATER	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION.
OPEN SPACE	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION.
LANDSCAPE/ WALL TRACT/ EASEMENT	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION
POND TRACT	PRIVATE:	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER'S ASSOCIATION

## TRIP GENERATION TABLE

	UNITS	TRIPS*
MULTI-FAMILY TRACT	316 UNITS	195.92

\*Trips calculated using the Hamlin PD/UNP Assignment of Vested Trips Document.0.62 trips per Dwelling Unit.

### NOTES:

1. IN ACCORDANCE WITH SECTION 38-1227, ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BCC ARE INVALID.
2. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF A PERMIT FOR THE CONSTRUCTION OF A BOAT DOCK, BOARDWALK, OBSERVATION PIER, FISHING PIER, COMMUNITY PIER OR OTHER SIMILAR PERMANENTLY FIXED OR FLOATING STRUCTURE CAPABLE OF USE FOR VESSEL MOORING AND OTHER WATER-DEPENDENT RECREATIONAL ACTIVITIES. ANY PERSON DESIRING TO CONSTRUCT THESE TYPES OF STRUCTURES WITHIN COUNTY IN WATER, WETLANDS, WETLAND BUFFER AREAS, OR ON A SHORELINE SHALL APPLY FOR AN ORANGE COUNTY DOCK CONSTRUCTION PERMIT PRIOR TO CLEARING AND INSTALLATION. APPLICATION SHALL BE MADE TO THE ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION AS SPECIFIED IN ORANGE COUNTY CODE CHAPTER 15 ENVIRONMENTAL CONTROL, ARTICLE IX DOCK CONSTRUCTION.

**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: NTS

Date: 1/28/2016

S: 20 T: 23 R: 27

Job #: 1107.000

Drawn by: GPR

Appvd. by: GRR

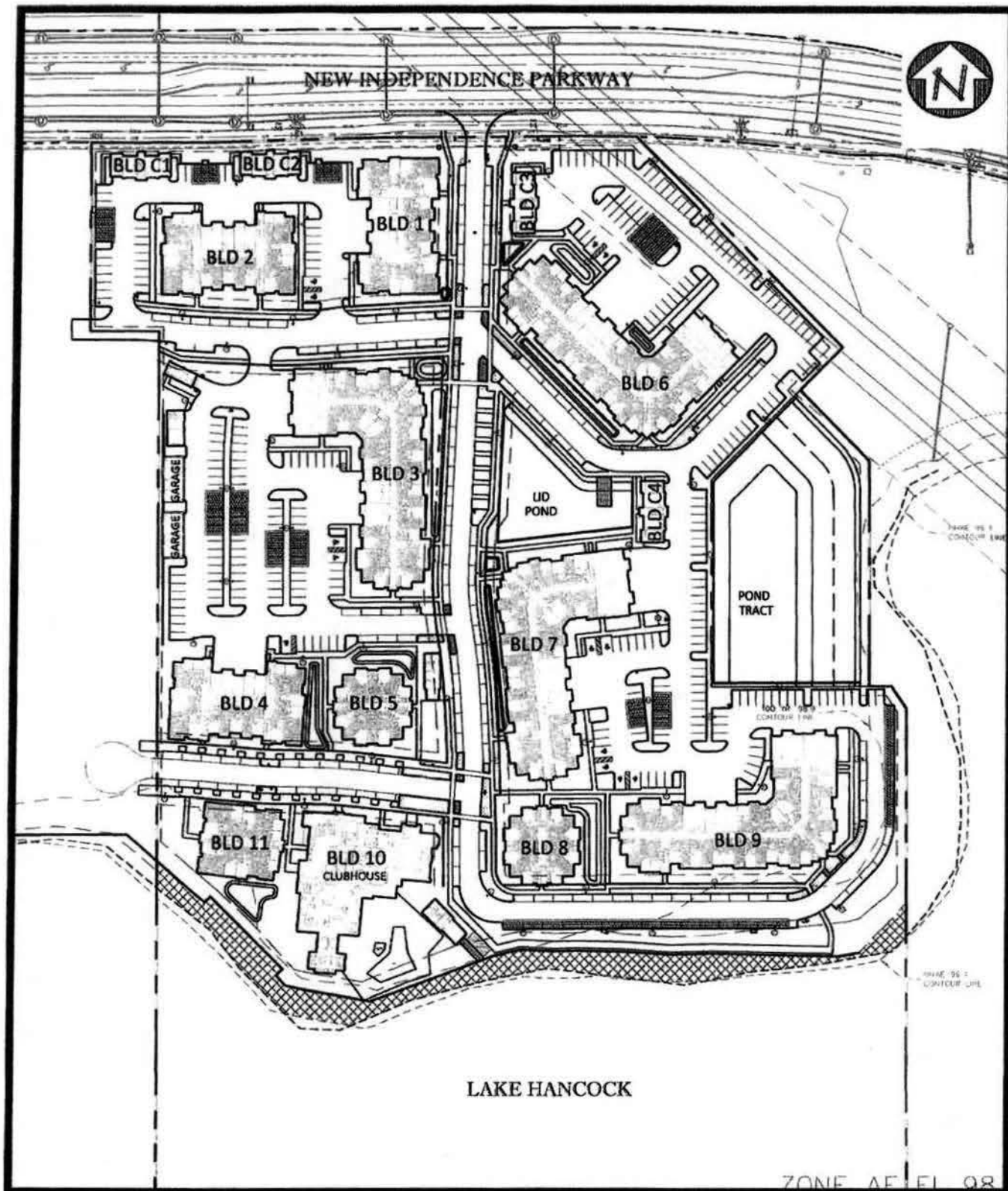
**LAKEWALK AT HAMLIN  
HAMLIN PD / UNP**

Exhibit: SITE DATA

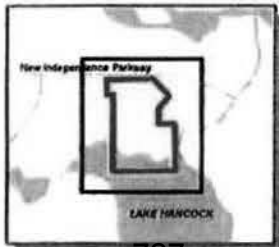
Source: PSP-15-08-222

Area: ORANGE COUNTY

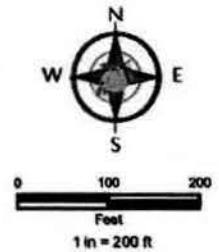
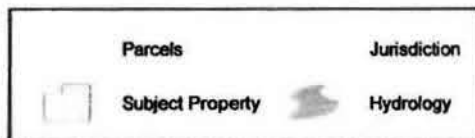
5 of 6



<b>KELLY, COLLINS &amp; GENTRY, INC.</b>  ENGINEERING / PLANNING	Scale: 1" = 150' Date: 1/28/2016	<b>LAKEWALK AT HAMLIN HAMLIN PD / UNP</b>	
	S: 20      T: 23      R: 27		
	Job # : 1107.000 Drawn by: GPR Appvd. by: GRR	Exhibit: SITE PLAN Source: PSP-15-08-222 Area: ORANGE COUNTY	6 of 6



## Hamlin PD - UNP- Lakewalk at Hamlin PSP







## Interoffice Memorandum

May 12, 2016

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

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

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: May 24, 2016 – Public Hearing  
Marco Manzie, IDrive Orlando Hotel, LLC  
Avanti Resort Expansion Planned Development (PD)  
Case # LUP-16-02-061 / District 6

The Avanti Resort Expansion Planned Development (PD) is located at 8738 International Drive; or generally between International Drive and Interstate-4, south of Austrian Court. With this request, the applicant is seeking to rezone the subject parcel from C-2 (General Commercial District) to PD (Planned Development District) in order to expand an existing hotel containing 652 hotel rooms to include 1,004 hotel rooms (*an increase of 352 hotel rooms*) and 2,967 square feet of restaurant use. The request also includes seven (7) waivers from Orange County Code to address alternative signage standards, a reduced south PD perimeter setback, and a maximum building height of two-hundred fifty (250) feet. A community meeting was not required for this request.

On April 13, 2016, the Development Review Committee (DRC) initially recommended approval of the request, subject thirteen (13) conditions. However, it was later discovered that certain Code Sections as referenced in the waivers of Condition #13 were incorrect. On April 21, 2016, the Planning and Zoning Commission (PZC) also recommended approval of the request; with the acknowledgment that it would return to the DRC on April 27, 2016, in order to formally recognize Condition #13 modifications. Given that the intent of the waivers as presented to the PZC were correct, legal staff determined that further action by the PZC would not be required.

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 Avanti Resort Expansion Planned Development / Land Use Plan (PD/LUP) dated "Received April 20, 2016", subject to the recommended Planning and Zoning Commission (PZC) conditions listed in the Staff Report. District 6

Attachments



## **GENERAL INFORMATION**

**APPLICANT** Marco Manzie, IDrive Orlando Hotel, LLC  
**OWNER** IDrive Orlando Hotel, LLC  
**PROJECT NAME** Avanti Resort Expansion Planned Development (PD)  
**HEARING TYPE** Planned Development / Land Use Plan (PD / LUP)  
**REQUEST** **C-2** (General Commercial District) **to**  
**PD** (Planned Development District)

A 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 allows for a maximum building height of 250 feet.

Finally, the following waivers from 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'); and*
  - 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; and*
- 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').*

<b>LOCATION</b>	8738 International Drive; or generally located between International Drive and Interstate-4, south of Austrian Court.
<b>PARCEL ID NUMBER</b>	36-23-28-7164-02-002
<b>TRACT SIZE</b>	10.19 gross acres
<b>PUBLIC NOTIFICATION</b>	The notification area for this public hearing extended beyond 1,400 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One-hundred seventy-eight (178) notices were mailed to those property owners in the mailing area. A community meeting was not required for this application.
<b>PROPOSED USE</b>	1,004 hotel rooms and 2,967 square feet of restaurant use.

### **STAFF RECOMMENDATION**

#### **Development Review Committee – (April 27, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Avanti Resort Expansion Planned Development / Land Use Plan (PD/LUP), dated "Received April 20, 2016", 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 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').

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The applicant is seeking to rezone the subject parcel from C-2 (General Commercial District) to PD (Planned Development District) in order to expand an existing hotel containing 652 hotel rooms to include 1,004 hotel rooms (*an increase of 352 hotel rooms*) and 2,967 square feet of restaurant use. Finally, the request also includes seven (7) waivers from Orange County Code to address alternative signage standards, a reduced south PD perimeter setback, and a maximum building height of two-hundred fifty (250) feet.

Staff has determined that the request would not adversely impact any adjacent properties. It is also consistent with the spirit and intent of the I-Drive 2040 Strategic Vision, which was formally accepted by the Board of County Commissioners (BCC) on November 3, 2015.

### **Comprehensive Plan (CP) Consistency**

The subject property has an underlying Future Land Use Map (FLUM) designation of Commercial (C) which allows for a maximum Floor Area Ratio (FAR) of 3.0. The proposed PD zoning district and development program is consistent with the Commercial FLUM designation and the following CP provisions:

**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 Summary**

A community meeting was not required for this application.

**SITE DATA**

<b>Existing Use</b>	652-Room Hotel
<b>Adjacent Zoning</b>	N: C-2 (General Commercial District) (1978)
	E: C-2 (General Commercial District) (1978)
	W: Interstate-4



C-2 (General Commercial District) (1996)  
R-CE (Country Estate District) (1957)

S: C-2 (General Commercial District) (1978)

**Adjacent Land Uses**

N: Hotel

E: Restaurant

W: Interstate / Retail / Undeveloped Land

S: Hotel

**APPLICABLE PD DEVELOPMENT STANDARDS**

Maximum Building Height: 250 feet  
Maximum Impervious Space: 70%  
Maximum Floor Area Ratio: 3.00  
Minimum Open Space: 20%

**Minimum Building Setbacks**

Front Setback (I-Drive): 40 feet  
Front Setback (Austrian Ct.): 30 feet  
Side Setback: 25 feet  
Side Setback on  
South Perimeter: 10 feet  
Rear Setback (Interstate-4): 60 feet

**SPECIAL INFORMATION**

**Subject Property Analysis**

As it relates to desired building placement, mix of uses, and parking, the project is consistent with the spirit and intent of the I-Drive 2040 Strategic Vision, which was formally accepted by the Board of County Commissioners (BCC) on November 3, 2015.

**Comprehensive Plan (CP) Amendment**

The property has an underlying Future Land Use Map (FLUM) designation of Commercial (C). The proposed use is consistent with this designation and all 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 International Drive Master Transit MSTU.

**Environmental**

Environmental Protection Division (EPD) staff has reviewed the proposed request, but did not identify any issues or concerns.

**Transportation / Concurrency**

Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

**Water / Wastewater / Reclaim**

	<u>Existing service or provider</u>
Water:	Orlando Utilities Commission
Wastewater:	Orange County Utilities
Reclaimed:	N/A

**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**

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 – (April 21, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Avanti Resort Expansion Planned Development / Land Use Plan (PD / LUP) dated "Received April 20, 2016", and subject to the following conditions of approval as subsequently modified, and recommended by the Development Review Committee (DRC) on April 27, 2016:**

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').

### **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 Avanti Resort Expansion Planned Development / Land Use Plan (PD / LUP), subject to thirteen (13) conditions. Because certain Code Sections as referenced in the waivers of Condition #13 as recommended by Development Review Committee (DRC) on April 13, 2016 were incorrect, staff noted that the case would return to the DRC on April 27, 2016, in order to formally recognize modifications. However, given that the intent of the waivers as listed in the April 21, 2016 PZC staff report were correct, legal staff determined that further action by the PZC would not be required.

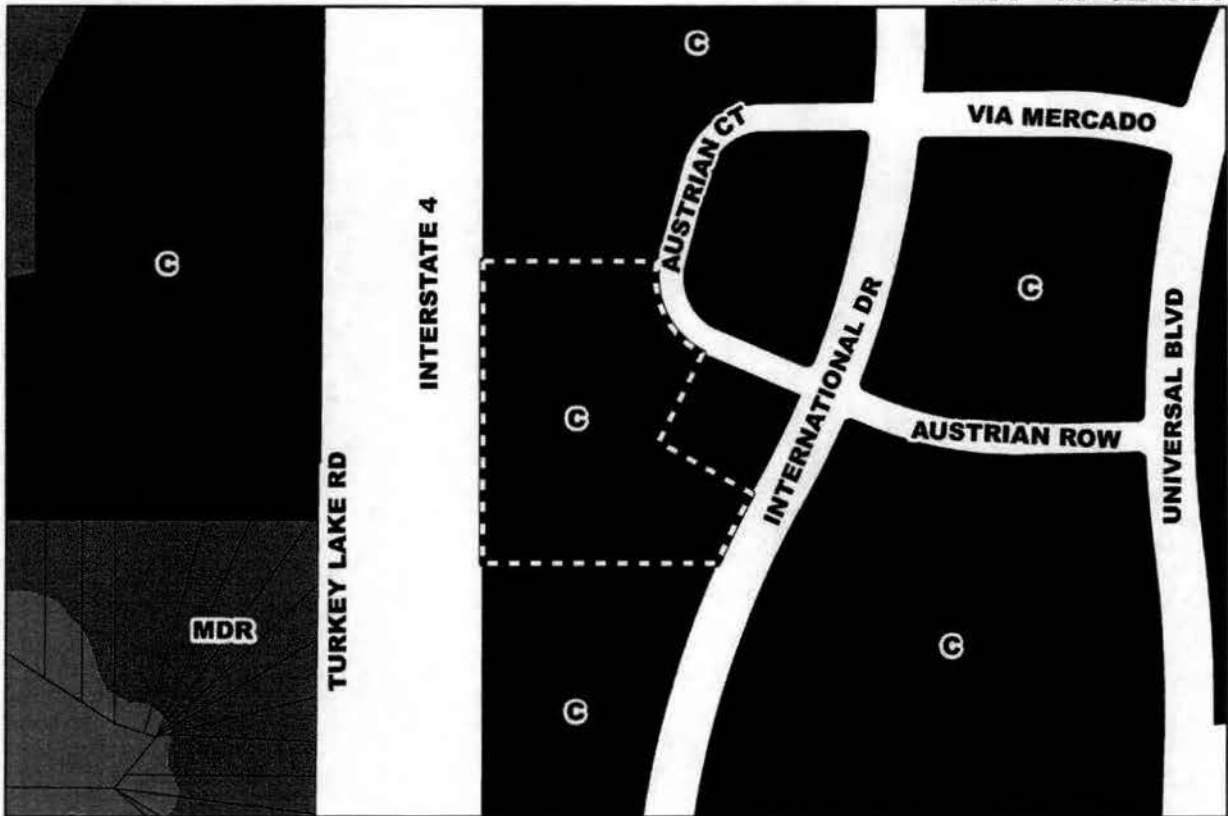
The applicant, Marco Manzie, was present and indicated his support of the staff recommendation.

Following limited discussion by the PZC, Commissioner Wade made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Avanti Resort Expansion Planned Development / Land Use Plan (PD / LUP), subject to thirteen (13) conditions, including subsequent DRC modifications to Condition #13. The motion was seconded by Commissioner Dunn, and was then carried unanimously (9-0).

<b>Motion / Second</b>	<i>JaJa Wade / James Dunn</i>
<b>Voting in Favor</b>	<i>JaJa Wade, James Dunn, Marvin Barrett, Rick Baldocchi, Tina Demostene, Yog Melwani, Paul Wean, Jose Cantero, and Pat DiVecchio</i>
<b>Voting in Opposition</b>	<i>None</i>



LUP-16-02-061



 Subject Property



★ Subject Property

### Future Land Use Map

FLUM: Commercial (C)

APPLICANT: Marco Manzie, IDrive Orlando Hotel, LLC

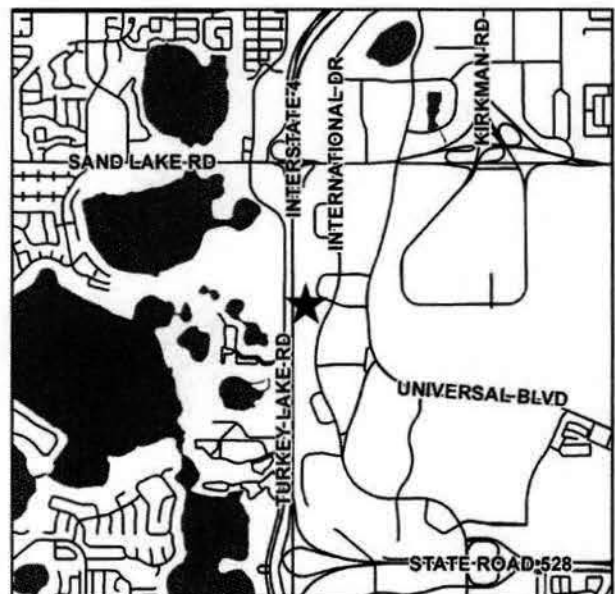
LOCATION: 8738 International Drive; or generally located between International Drive and Interstate-4, south of Austrian Court.

TRACT SIZE: 10.19 gross acres

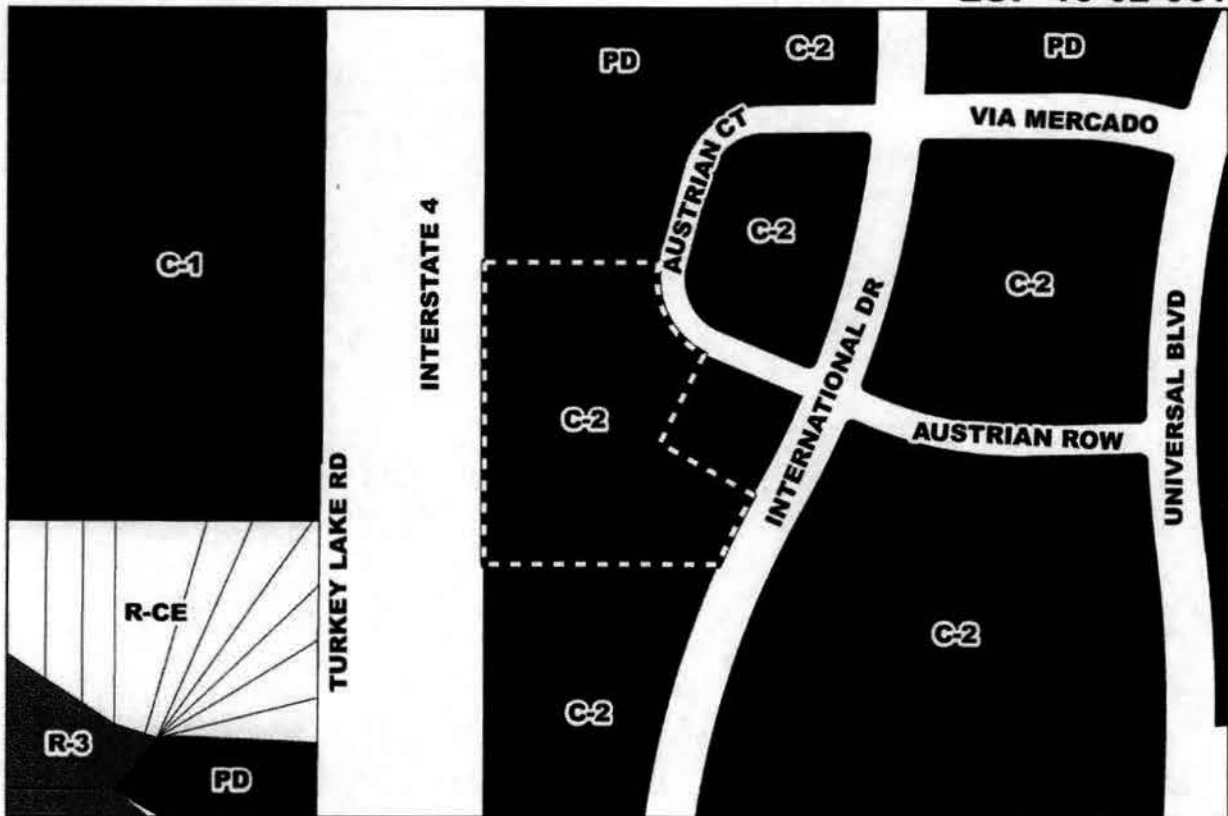
DISTRICT: # 6

S/T/R: 36/23/28

1 inch = 417 feet



LUP-16-02-061



 Subject Property



★ Subject Property

### Zoning Map

**ZONING:** C-2 (General Commercial District) to PD (Planned Development District)

**APPLICANT:** Marco Manzie, IDrive Orlando Hotel, LLC

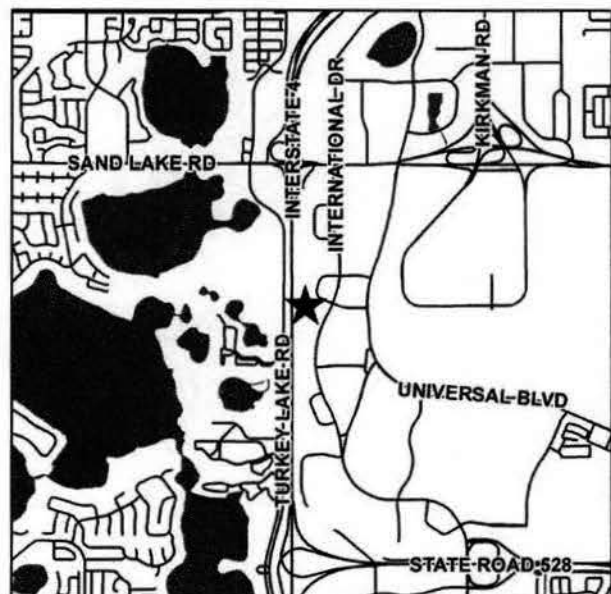
**LOCATION:** 8738 International Drive; or generally located between International Drive and Interstate-4, south of Austrian Court.

**TRACT SIZE:** 10.19 gross acres

**DISTRICT:** # 6

**S/T/R:** 36/23/28

1 inch = 417 feet



LUP-16-02-061



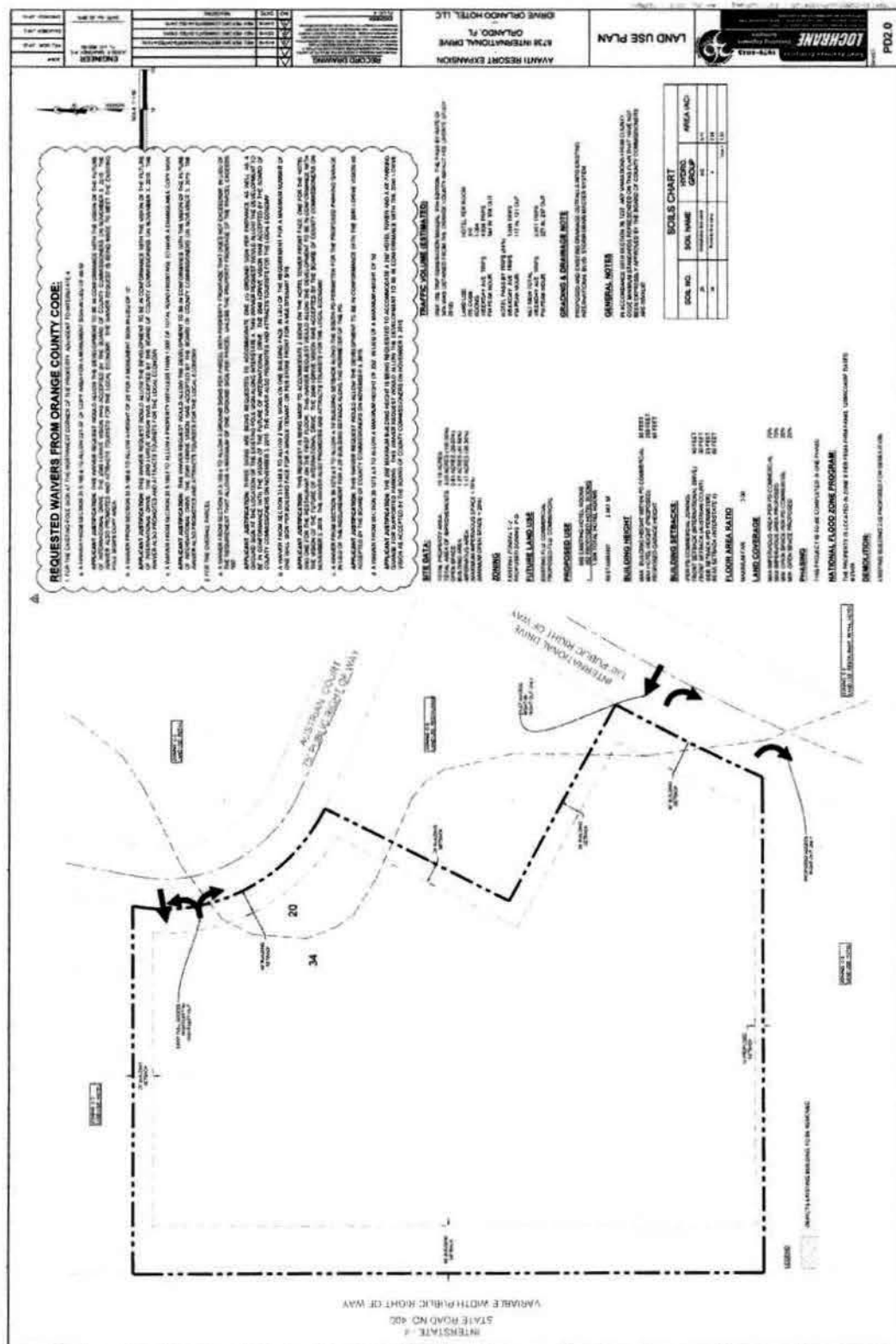
 Subject Property



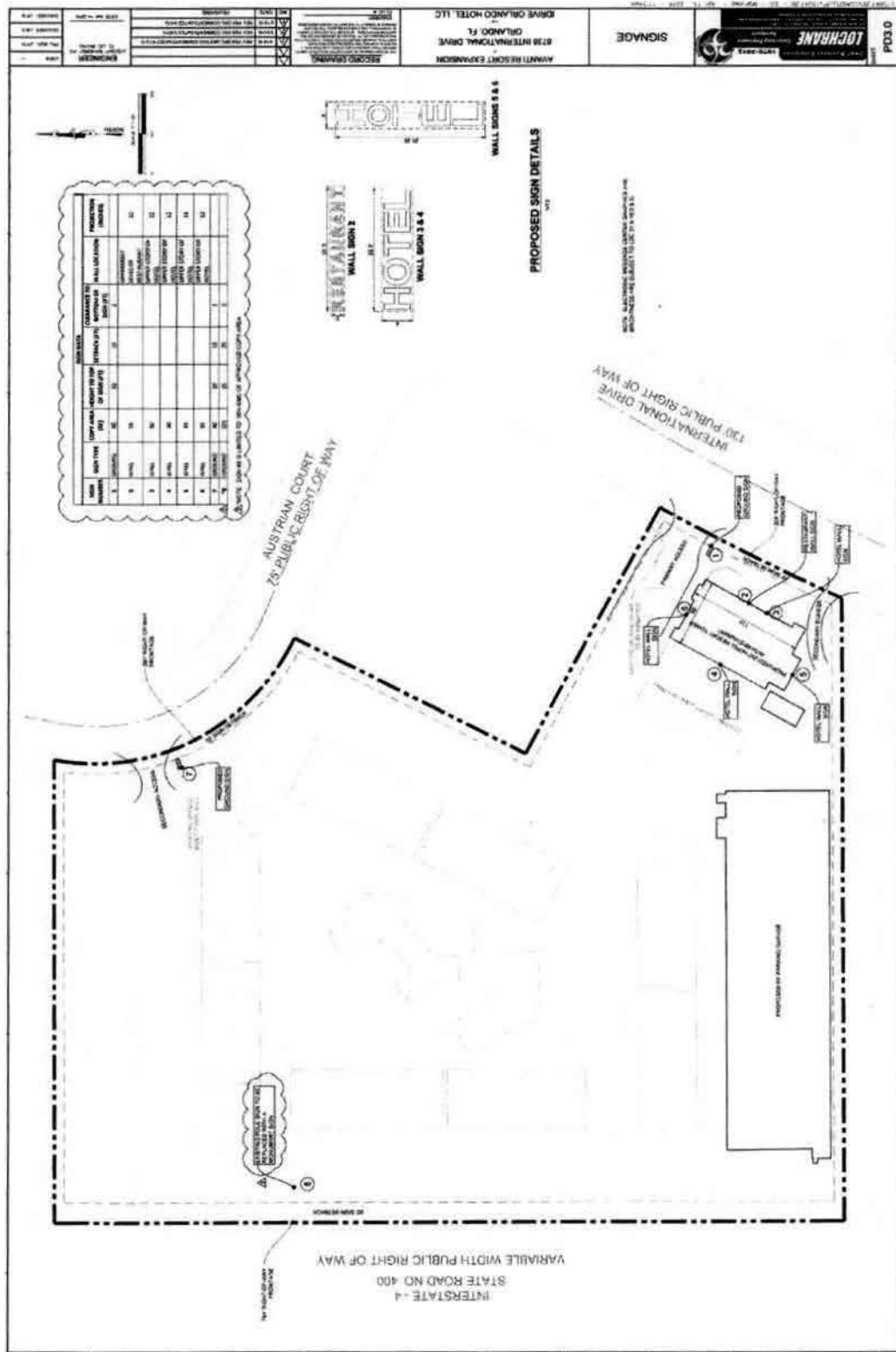
1 inch = 333 feet



# Avanti Resort Expansion PD/LUP



## Avanti Resort Expansion PD/LUP (Signage)

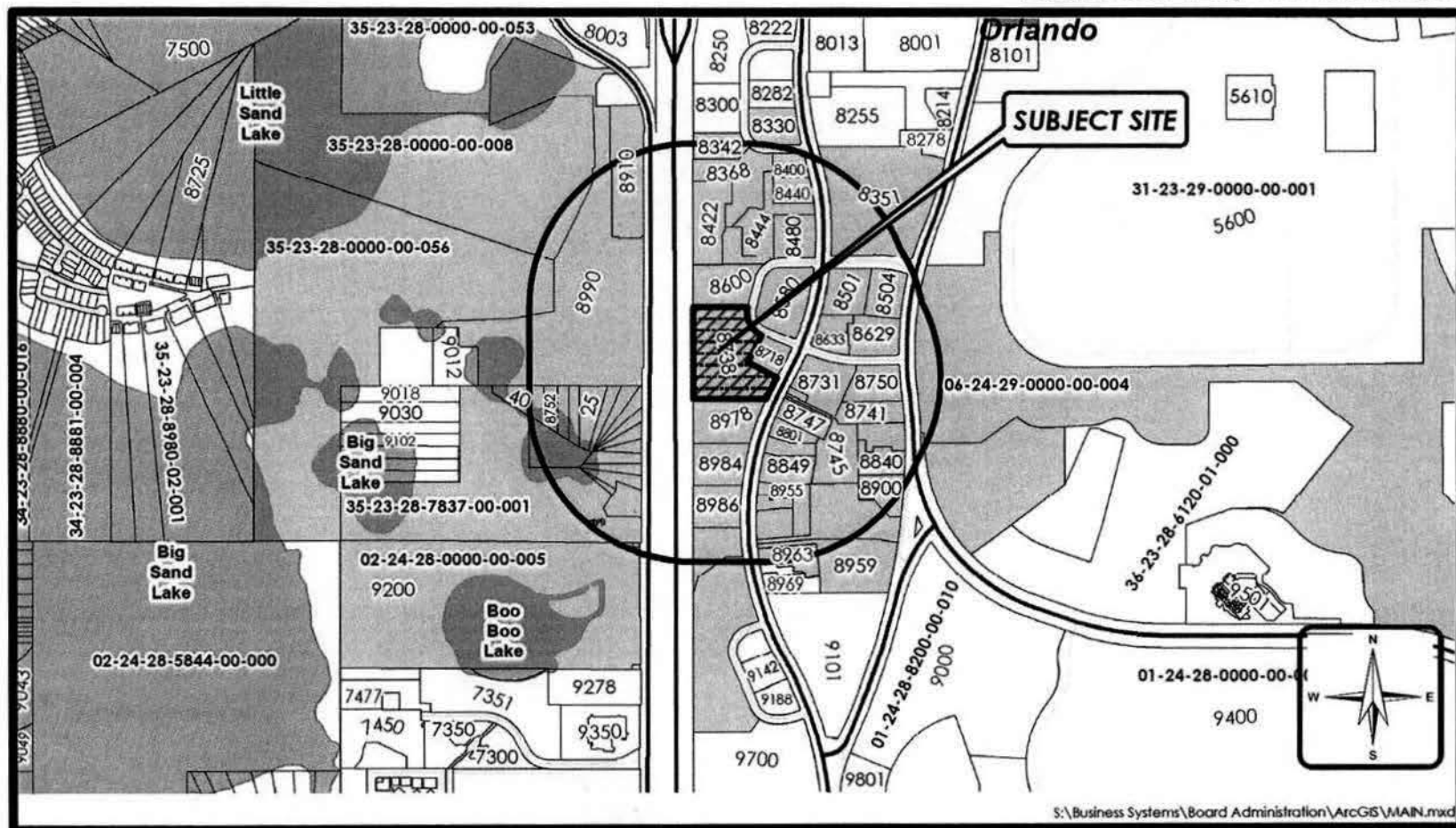






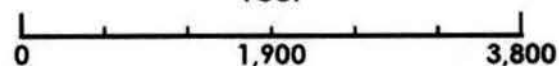
**LUP-16-02-061**

## 1400FT BUFFER, 178 NOTICES

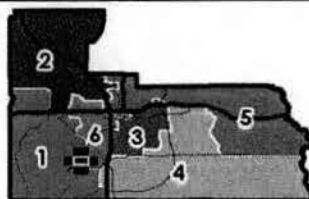
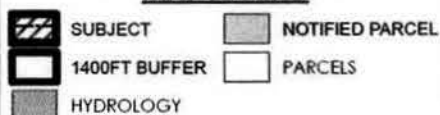


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1 inch = 1,210 feet  
Feet



### MAP LEGEND



## Notification Map

**Rezoning Staff Report**  
**Case # LUP-16-02-061**  
**BCC Hearing Date: May 24, 2016**



## Interoffice Memorandum

May 12, 2016

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

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

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: May 24, 2016 – Public Hearing  
Richard C. Wohlfarth, Goldenrod II, LLC  
Goldenrod Reserve Planned Development (PD)  
Case # LUP-15-12-391 / District 3

The Goldenrod Reserve Planned Development (PD) is located at 4190 S. Goldenrod Road, or generally north of Hoffner Avenue and west of South Goldenrod Road. With this request, the applicant is seeking to rezone the subject parcel from R-T (Mobile Home Park District) to PD (Planned Development District) in order to construct 156 single-family lots with attached dwelling units (townhomes). In addition, the applicant has requested one (1) waiver from Orange County Code 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. A community meeting was not required for this request.

The proposed rezoning received recommendations of approval from the Development Review Committee (DRC) on April 13, 2016, and the Planning and Zoning Commission (PZC) on May 19, 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 Goldenrod Reserve Planned Development / Land Use Plan (PD/LUP) dated "Received March 22, 2016", subject to the recommended Planning and Zoning Commission (PZC) conditions listed in the Staff Report. District 3

Attachments

**GENERAL INFORMATION**

**APPLICANT** Richard C. Wohlfarth, Goldenrod II, LLC  
**OWNER** Larry L. Jones, Tr.  
**PROJECT NAME** Goldenrod Reserve Planned Development (PD)  
**HEARING TYPE** Planned Development / Land Use Plan (PD / LUP)  
**REQUEST** R-T (Mobile Home Park District) to  
PD (Planned Development District)

*A 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 (townhomes).*

In addition, the following waiver from 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.

**LOCATION** 4190 S. Goldenrod Road, or generally located north of Hoffner Avenue and west of South Goldenrod Road.

**PARCEL ID NUMBER** 14-23-30-5240-17-052

**TRACT SIZE** 40.09 gross acres

**PUBLIC NOTIFICATION** The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3)(a) of the Orange County Code requires 300 feet]. One-hundred nineteen (119) notices were mailed to those property owners in the mailing area. A community meeting was not required for this case.

**PROPOSED USE** One hundred fifty-six (156) single-family lots with attached residential dwelling units (townhomes).

**STAFF RECOMMENDATION**

**Development Review Committee – (April 13, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Goldenrod Reserve Planned Development / Land Use Plan**

**(PD/LUP), dated "Received March 22, 2016", 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.

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The applicant is seeking to rezone the subject parcel from R-T (Mobile Home Park District) to PD (Planned Development District) in order to construct 156 single-family lots with attached dwelling units (townhomes). In addition, the applicant has requested one (1) waiver from Orange County Code 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.

The proposed development program 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 Low-Medium Density Residential (LMDR). 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:

**Housing Element Goal H1** states that Orange County shall promote and assist in the provision of an ample housing supply, within a broad range of types and price levels.

**Housing Element Objective H1.1** states that the County will support private sector housing production capacity sufficient to meet the housing needs of existing and future residents.

**FLU1.1.1** states that urban uses shall be concentrated within the Urban Service Area, except as specified for the Horizon West Village and Innovation Way Overlay (Scenario 5), Growth Centers, and to a limited extent, Rural Settlements.

**FLU1.1.5** states that the Future Land Use Map shall reflect the most appropriate maximum and minimum densities for residential development. Residential development in Growth Centers may include specific provisions for maximum and minimum densities.

**FLU1.4.2** states that Orange County shall ensure that land use changes are compatible with and serve existing neighborhoods.



**Future Land Use Element Goal FLU2** states that the County will encourage urban strategies such as infill development which promote efficient use of infrastructure, compact development and an urban experience with a range of choices and living options.

**Future Land Use Element Objective 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 be compatible with existing development and development trend in the area.

**FLU8.2.2** states that continuous stretches of similar housing types and density of uses shall be avoided. A diverse mix of uses and housing types shall be promoted.

**Community Meeting Summary**

A community meeting was not required for this application.

**SITE DATA**

<b>Existing Use</b>	Undeveloped Land
<b>Adjacent Zoning</b>	N: A-2 (Farmland Rural District) (1957) E: PD (Planned Development District) (1985) R-2 (Residential District) (1996) R-1 (Single Family Dwelling District) (1958) A-2 (Farmland Rural District) (1957) W: A-2 (Farmland Rural District) (1957) S: A-2 (Farmland Rural District) (1957)
<b>Adjacent Land Uses</b>	N: Undeveloped Land E: Single Family Residential W: Single Family Residential / Farm Land S: Undeveloped Land

**APPLICABLE PD DEVELOPMENT STANDARDS**

Minimum Lot Size:	20' x 110'
Maximum Building Height:	35'
Maximum Living Area:	500 square feet
Open Space:	10% of net developable area

Minimum Building Setbacks

PD Perimeter:	25'
Along Goldenrod Road:	30'
Adjacent to Wetlands:	20'

**SPECIAL INFORMATION**

**Subject Property Analysis**

The applicant is seeking to rezone the 40.07-acre subject property from R-T (Mobile Home Park District) to PD (Planned Development District) in order to construct up to 156 single-family lots with attached dwelling units (townhomes).

**Comprehensive Plan (CP) Amendment**

The property has an underlying Future Land Use Map (FLUM) designation of Low-Medium Density Residential (LMDR). The proposed use is consistent with this designation and applicable comprehensive plan 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 not located within an Overlay District.

**Airport Noise Zone**

This property is located within Airport Noise Zone D and E. Compliance with the Airport Noise Ordinance is required.

**Environmental**

Prior to submitting a PSP/DP, the Orange County Environmental Protection Division (EPD) will require a completed Orange County Conservation Area Determination (CAD), consistent with Chapter 15, Article X Wetland Conservation Areas.

There are Class I and Class III wetlands and surface waters on site. Orange County Conservation Area Determination CAD-15-10-130 was completed for this project with a certified survey of the conservation area boundary approved by EPD on January 2016.

Orange County Conservation Area Impact Permit application CAI-15-12-042 was submitted on December 22, 2015 to impact 8.25 acres of wetlands, including Class I impacts.

The removal, alteration or encroachment within a Class I conservation area shall only be allowed in cases where: no other feasible or practical alternatives exist, impacts are unavoidable to allow a reasonable use of the land, or where there is an overriding public benefit, as determined before the Orange County Board of County

Commissioners (BCC). The Conservation Area Impact (CAI) permit shall be reviewed by the BCC on the same day or prior to the public hearing for the PSP.

The applicant is responsible for addressing any adverse impacts, including secondary impacts, to surface waters, wetlands, or conservation areas that may occur as a result of development of the site. Protective measures include but are not limited to: 25-foot average undisturbed upland buffer along the wetland boundary, signage, pollution abatement swales, split rail fence, retaining wall or native plantings adjacent to the wetlands. Clearly show and label the measures employed to prevent adverse impacts to the wetlands remaining on site in all plans and permit applications.

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 ecological assessment report dated October 15, 2015 indicated that no listed species were observed on site.

#### **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 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**

Orange County Public Schools (OCPS) has reviewed the request and has concluded that public school capacity is available to serve this project; therefore, a Capacity Enhancement Agreement (CEA) is not required.

#### **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 – (May 19, 2016)**

**Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Goldenrod Reserve Planned Development / Land Use Plan (PD / LUP) dated "Received March 22, 2016", 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.

#### **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 Goldenrod Reserve Planned Development / Land Use Plan (PD / LUP), subject to the fifteen (15) DRC-recommended conditions.

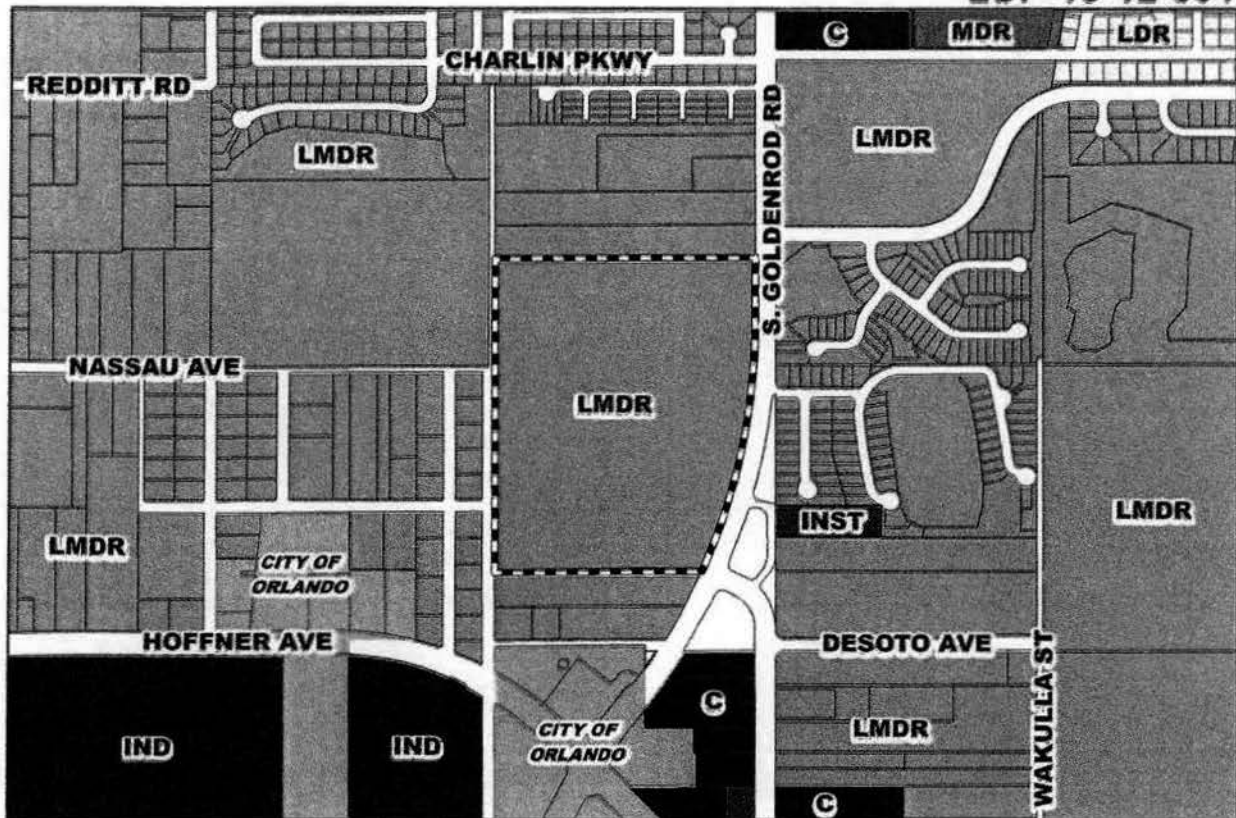
Staff noted that one hundred nineteen (119) notices were sent to property owners within an area extending beyond 500 feet from the subject property, that no commentaries in favor or opposition had been received, and that a community meeting was not required. The applicant was present and expressed their support for the staff recommendation.

Following limited discussion, Commissioner Demostene made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Goldenrod Reserve Planned Development / Land Use Plan (PD / LUP), subject to the fifteen (15) conditions listed in the staff report. The motion was seconded by Commissioner Barrett, and was then carried unanimously.

<b>Motion / Second</b>	<i>Tina Demostene / Marvin Barrett</i>
<b>Voting in Favor</b>	<i>Tina Demostene, Marvin Barrett, James Dunn, Rick Baldocchi, Yog Melwani, Paul Wean, Jose Cantero, JaJa Wade, and Pat DiVecchio</i>
<b>Voting in Opposition</b>	<i>None</i>



LUP-15-12-391



 Subject Property



★ Subject Property

### Future Land Use Map

FLUM: Low Medium Density Residential (LMDR)

APPLICANT: Richard C. Wohlfarth, Goldenrod II, LLC

LOCATION: 4190 S. Goldenrod Road; or generally located on the west of South Goldenrod Road, approximately 1,100 feet north of Hoffner Avenue

TRACT SIZE: 40.09 gross acres

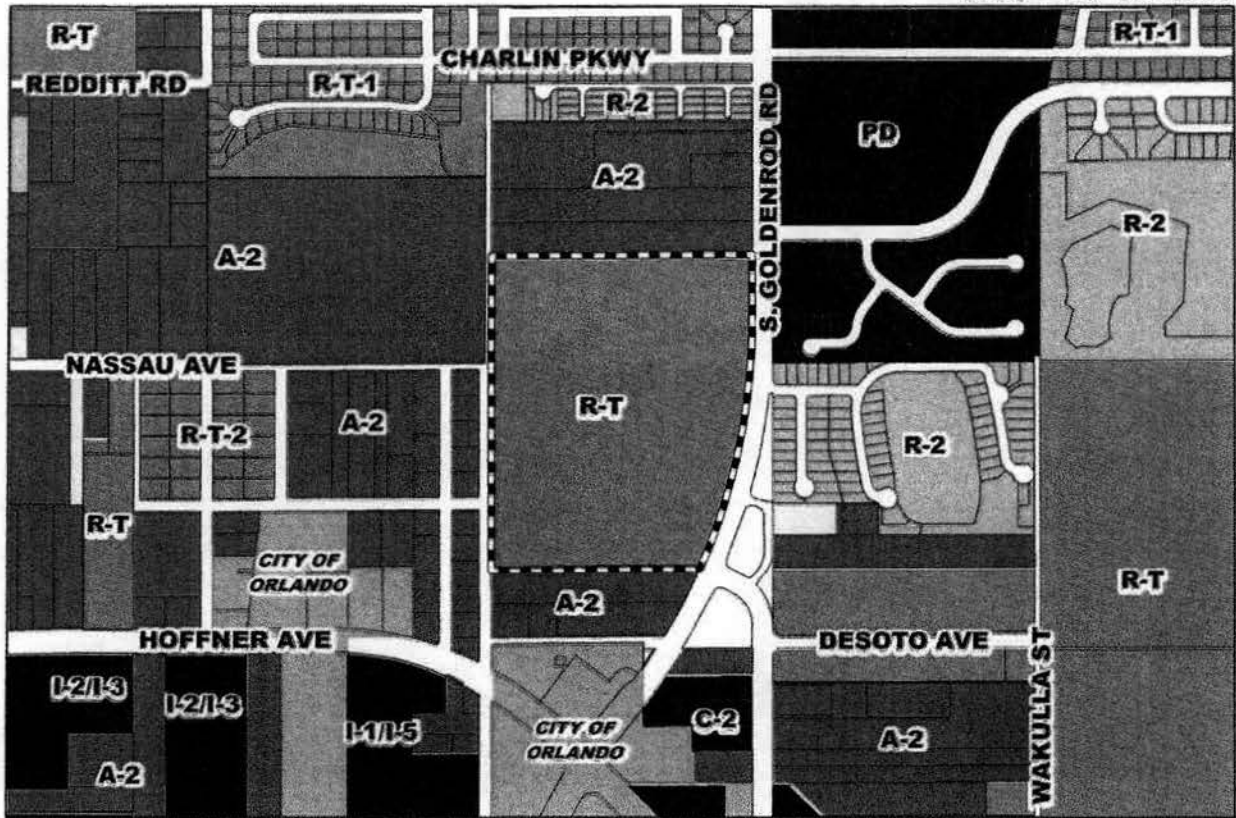
DISTRICT: # 3

S/T/R: 14/23/30

1 inch = 750 feet



LUP-15-12-391



 Subject Property



★ Subject Property

### Zoning Map

**ZONING:** R-T (Mobile Home Park District) to  
PD (Planned Development District)

**APPLICANT:** Richard C. Wohlfarth, Goldenrod II, LLC

**LOCATION:** 4190 S. Goldenrod Road; or generally  
located on the west of South Goldenrod  
Road, approximately 1,100 feet north of  
Hoffner Avenue

**TRACT SIZE:** 40.09 gross acres

**DISTRICT:** # 3


**S/T/R:** 14/23/30

1 inch = 750 feet



LUP-15-12-391



 Subject Property



1 inch = 625 feet



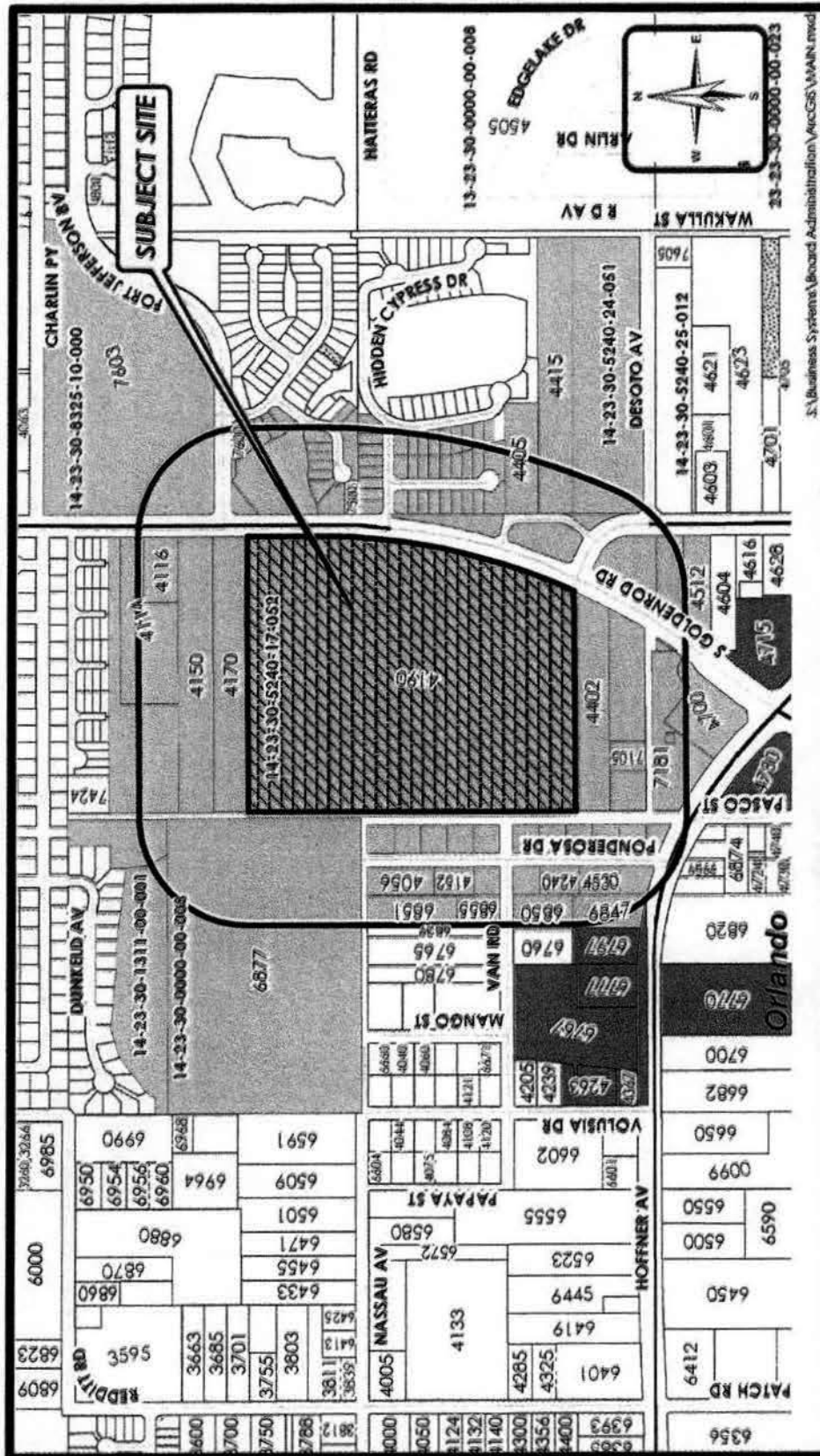




**Public Notification Map**  
**LUP-15-12-391**  
**500 FT BUFFER, 119 NOTICES**



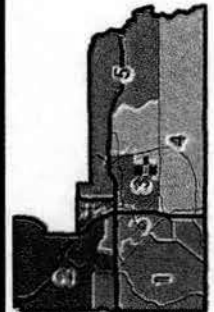
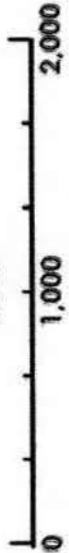
**Notification Map**



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1 inch = 639 feet

Feet



**MAP LEGEND**

- SUBJECT
- 500FT BUFFER
- NOTIFIED PARCELS
- PARCELS

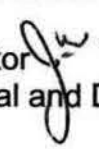




## Interoffice Memorandum

May 12, 2016

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

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

CONTACT PERSON: **John Smoger, Chairman**  
**Development Review Committee**  
**Planning Division**  
**(407) 836-5616**

SUBJECT: May 24, 2016 – Public Hearing  
Heather Isaacs, Tavistock Development Company  
Isleworth – Four Corners Planned Development (PD)  
Substantial Change - Case # CDR-15-11-355 / District 1

The Isleworth - Four Corners Planned Development (PD) contains 103.80 gross acres and is generally located at the northwest, southwest, and southeast corners of the intersection of Conroy Windermere Road and South Apopka Vineland Road. The overall PD has existing development entitlements for 163,250 square feet of retail commercial; 174,731 square feet of office; 45,100 square feet of health club; and 124 residential dwelling units. The 163,250 square feet of commercial also includes 15,916 square feet that was specifically allocated to PD Lots 4 & 5 by the Board of County Commissioners (BCC) on June 4, 2002 when an amended and restated developer's agreement was approved.

Through this PD Substantial Change, the applicant is seeking to amend the PD/LUP by including notes that reflect the previous June 4, 2002 BCC action regarding the Lots 4 & 5 commercial square footage allocation. In addition, the applicant is seeking to modify an existing waiver from Orange County Code (granted by the BCC on November 23, 2010) to allow for a second retail building with a drive-through coffee shop located within the Southwest Quadrant of the PD only.

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. Two community meetings were also held for this request on January 6, 2016 and March 28, 2016.

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 Isleworth – Four Corners Planned Development / Land Use Plan (PD/LUP) dated “Received March 28, 2016”, subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

Attachments

**CASE # CDR-15-11-355**

Commission District: # 1

**GENERAL INFORMATION**

<b>APPLICANT</b>	Heather Isaacs, Tavistock Development Company
<b>OWNER</b>	Windermere Property Holdings, Inc.
<b>PROJECT NAME</b>	Isleworth - Four Corners Planned Development / Land Use Plan (PD/LUP)
<b>PARCEL ID NUMBER</b>	16-23-28-3160-04-000 ( <i>affected parcel only</i> )
<b>TRACT SIZE</b>	103.80 gross acres ( <i>overall PD</i> ) 1.67 gross acres ( <i>affected parcel</i> )
<b>LOCATION</b>	Generally located on the south side of Conroy Windermere Road, west of South Apopka Vineland Road
<b>REQUEST</b>	A PD Substantial Change to add notes to clarify the allowable amount of commercial square footage within the PD; and to modify an existing waiver to allow for a second retail building with a drive-through coffee shop in the Southwest Quadrant of the PD only.
<b>PUBLIC NOTIFICATION</b>	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> ]. Four-hundred fourteen (414) notices were mailed to those property owners in the notification buffer area. Two (2) community meetings were also held for this request on January 6, 2016 and March 28, 2016 ( <i>see meeting summaries on page 2</i> ).

**IMPACT ANALYSIS**

**Special Information**

The Isleworth - Four Corners Planned Development (PD) contains 103.80 gross acres and is generally located at the northwest, southwest, and southeast corners of the intersection of Conroy Windermere Road and South Apopka Vineland Road. The overall PD has existing development entitlements for 163,250 square feet of retail commercial; 174,731 square feet of office; 45,100 square feet of health club; and 124 residential dwelling units. The 163,250 square feet of commercial also includes 15,916 square feet that was specifically allocated to PD Lots 4 & 5 by the Board of County Commissioners (BCC) on June 4, 2002 when an amended and restated developer's agreement was approved.

Through this PD Substantial Change, the applicant is seeking to amend the PD/LUP by including notes that reflect the previous June 4, 2002 BCC action regarding the Lots 4 & 5 commercial square footage allocation. In addition, the applicant is seeking to modify an existing waiver from Orange County Code (granted by the BCC on November 23,

2010) to allow for a second retail building with a drive-through coffee shop located within the Southwest Quadrant of the PD only.

**Land Use Compatibility**

The requested substantial change would not adversely impact any surrounding properties. Measures to ensure that a second drive-through facility would be compatible, was also discussed at the follow-up community meeting held on March 28, 2016.

**Comprehensive Plan (CP) Consistency**

The Isleworth Four Corners PD has an underlying Future Land Use Map (FLUM) designation of Community Village Center (CVC). The request is consistent with the (CP).

**Community Meeting Summaries**

A community meeting was initially held for this request at Olympia High School on Wednesday, January 6, 2016, with sixteen (16) residents in attendance. Concerns were raised about whether the request would exceed the commercial square footage allocated to the PD, and that the proposed architecture does not meet code. A follow-up community meeting was also held on Monday, March 28, 2016, at Southwest Middle School with thirty-seven (37) residents in attendance. Comments were made regarding area traffic, the revised building architecture, and the definition of a drive-through coffee shop.

**Rural Settlement**

The subject property is not located within a Rural Settlement.

**Overlay District Ordinance**

The subject property is located within the Four Corners Community Village Center 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 Isleworth – Four Corners Planned Development / Land Use Plan (PD/LUP) dated "Received March 28, 2016", 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.

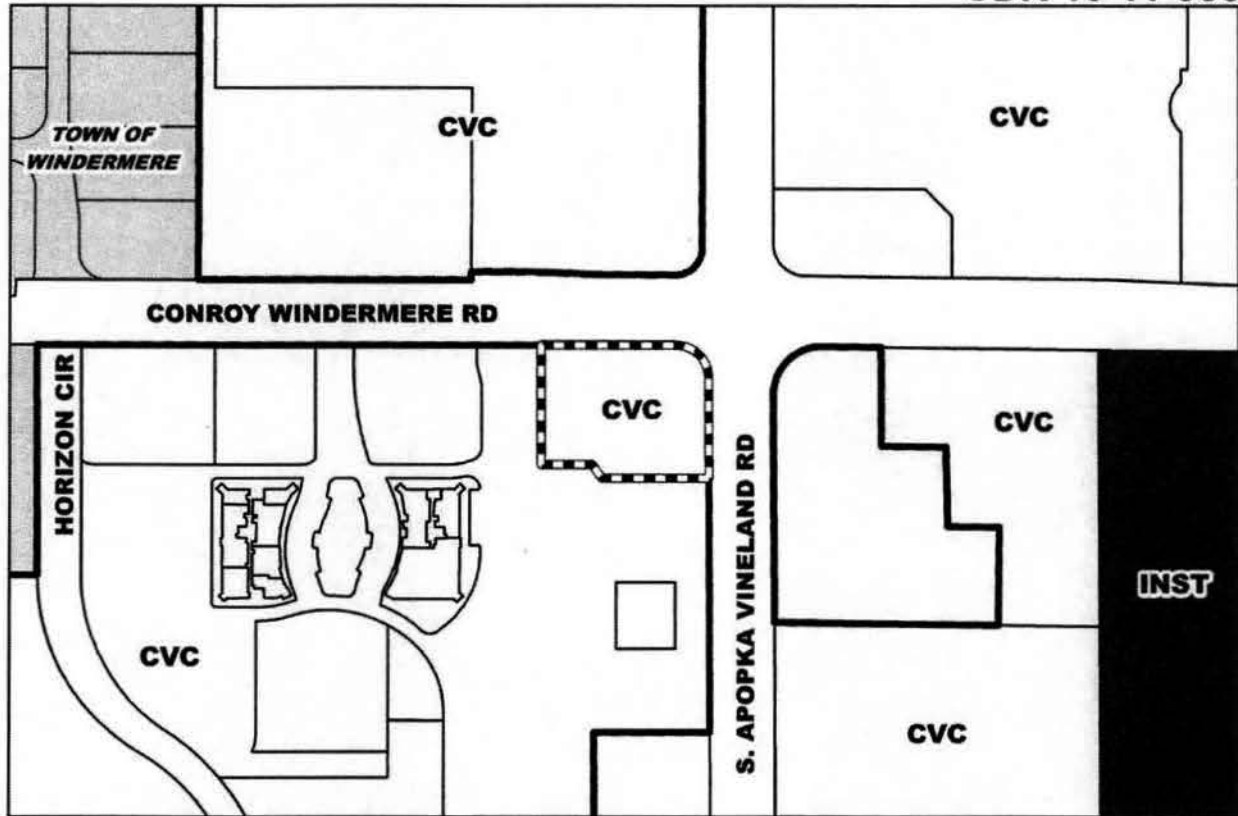
- f. A waiver from Section 38-1354(4) to allow a total combined copy area of one hundred and ninety-five (195) square feet of copy area in lieu of one hundred and six point seventeen (106.17) square feet on parcel two (2) per the Proposed Overall Copy Area Chart on the Master Sign Plan.
  - g. A waiver 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.

**PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (November 3, 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 Heather Issacs, Tavistock Development Company, LLC, Isleworth – Four Corners Planned Development / Land Use Plan (PD/LUP) Master Sign Plan – Case # CDR-14-04-095, to incorporate a Master Sign Plan (MSP) on the described property, subject to conditions.

CDR-15-11-355



Subject Property  
 PD Boundary

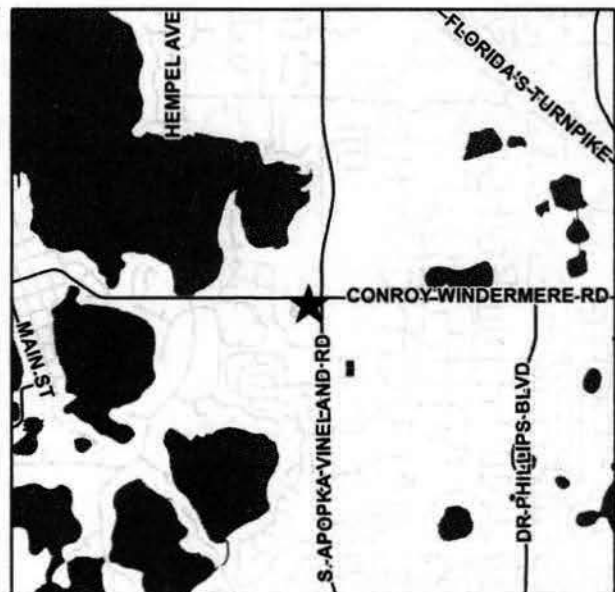


★ Subject Property

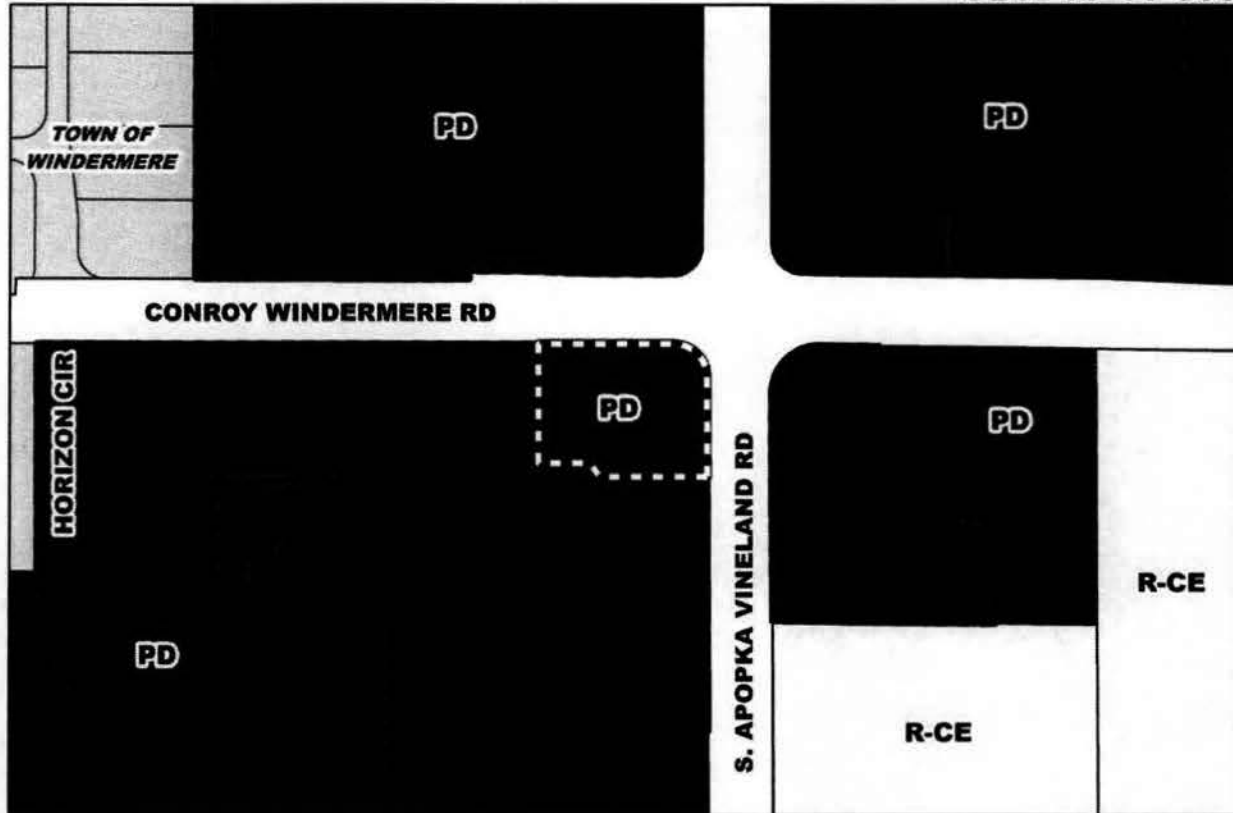
### Future Land Use Map

**FLUM:** Community Village Center (CVC)  
**APPLICANT:** Heather Isaacs,  
 Tavistock Development Company  
**LOCATION:** Generally located on the south side of  
 Conroy Windermere Road, west of South  
 Apopka Vineland Road  
**TRACT SIZE:** 103.80 gross acres (overall PD)  
 1.67 gross acres (affected parcel only)  
**DISTRICT:** # 1  
**S/T/R:** 16/23/28

1 inch = 292 feet



CDR-15-11-355



Subject Property  
 PD Boundary



★ Subject Property

### Zoning Map

**ZONING:** PD (Planned Development District)

**APPLICANT:** Heather Isaacs,  
Tavistock Development Company

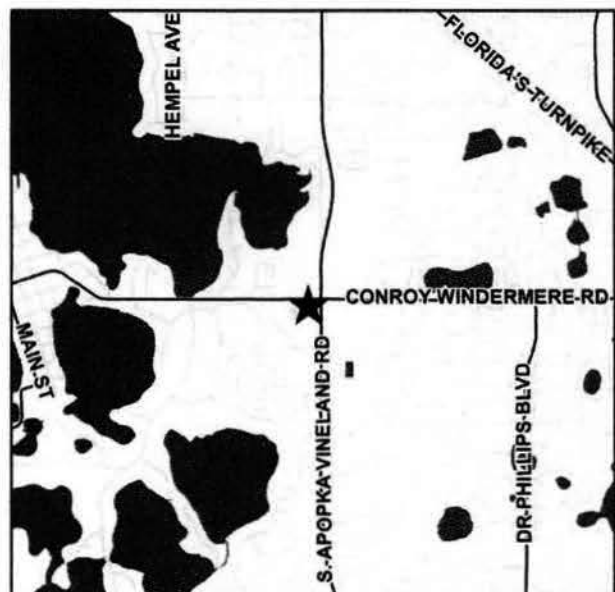
**LOCATION:** Generally located on the south side of  
Conroy Windermere Road, west of South  
Apopka Vineland Road

**TRACT SIZE:** 103.80 gross acres (overall PD)  
1.67 gross acres (affected parcel only)

**DISTRICT:** # 1

**S/T/R:** 16/23/28

1 inch = 292 feet



## 10

**PREPARED FOR**

**9801 LAKE NONA ROAD  
ORLANDO, FLORIDA 32827  
PHONE: (407) 888-6514**

**CIVIL ENGINEER:**  
Donald W. Nintzsch Associates, Inc.  
2200 Park Avenue North  
Water Park, Fl. 32709  
Phone: (407) 844-4068  
Fax: (407) 844-8318  
Contact: John M. Florio, P.E.  
John T. Townsend, P.E.

09-23-28-0000-00-001  
09-23-28-0000-00-052  
15-23-28-3909-01-000  
16-23-28-0000-00-003  
16-23-28-0000-00-014  
16-23-28-8205-00-010

A vicinity map showing the location of the site (indicated by a black dot) relative to major roads and landmarks. The map includes labels for "VICINITY MAP", "STATE HWY", "RTE 1", "RTE 2", "RTE 3", "RTE 4", "RTE 5", "RTE 6", "RTE 7", "RTE 8", "RTE 9", "RTE 10", "RTE 11", "RTE 12", "RTE 13", "RTE 14", "RTE 15", "RTE 16", "RTE 17", "RTE 18", "RTE 19", "RTE 20", "RTE 21", "RTE 22", "RTE 23", "RTE 24", "RTE 25", "RTE 26", "RTE 27", "RTE 28", "RTE 29", "RTE 30", "RTE 31", "RTE 32", "RTE 33", "RTE 34", "RTE 35", "RTE 36", "RTE 37", "RTE 38", "RTE 39", "RTE 40", "RTE 41", "RTE 42", "RTE 43", "RTE 44", "RTE 45", "RTE 46", "RTE 47", "RTE 48", "RTE 49", "RTE 50", "RTE 51", "RTE 52", "RTE 53", "RTE 54", "RTE 55", "RTE 56", "RTE 57", "RTE 58", "RTE 59", "RTE 60", "RTE 61", "RTE 62", "RTE 63", "RTE 64", "RTE 65", "RTE 66", "RTE 67", "RTE 68", "RTE 69", "RTE 70", "RTE 71", "RTE 72", "RTE 73", "RTE 74", "RTE 75", "RTE 76", "RTE 77", "RTE 78", "RTE 79", "RTE 80", "RTE 81", "RTE 82", "RTE 83", "RTE 84", "RTE 85", "RTE 86", "RTE 87", "RTE 88", "RTE 89", "RTE 90", "RTE 91", "RTE 92", "RTE 93", "RTE 94", "RTE 95", "RTE 96", "RTE 97", "RTE 98", "RTE 99".



**RECEIVED**

1. COVER & LEGAL
2. ORANGE COUNTY BCC APPROVAL MINUTES
3. LAND USE PLAN & NOTES
4. EXISTING TOPOGRAPHY
5. SOILS

EIGHTH/FOUR CORNERS PD LUP - 10011 - 6/2/0 REV 3/28/16

**Isleworth – Four Corners PD/LUP (Cover Sheet)**

**DRC Staff Report**  
**Orange County Planning Division**  
**BCC Hearing Date: May 24, 2016**



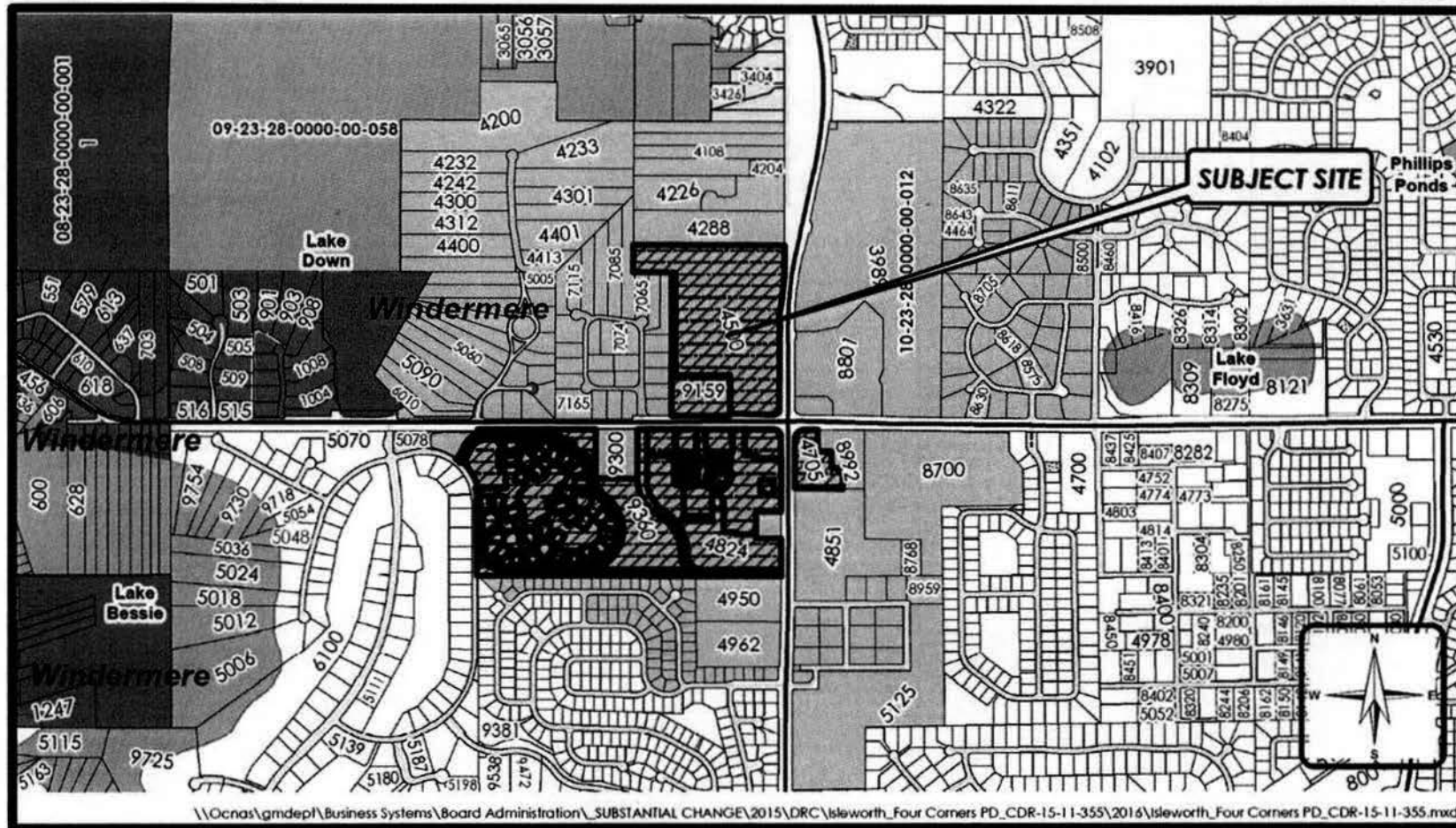
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# Public Notification Map

Isleworth - Four Corners PD\_CDR-15-11-355

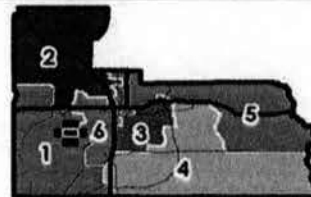
414 NOTICES



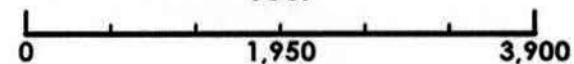
\\Ocnas\gmdepl\Business Systems\Board Administration\SUBSTANTIAL CHANGE\2015\DR\Isleworth\_Four Corners PD\_CDR-15-11-355\2016\Isleworth\_Four Corners PD\_CDR-15-11-355.mxd

## MAP LEGEND

	ORIGINAL SUBJECT		HYDROLOGY
	NOTIFIED_PARCELS		PARCELS
	ADDITIONAL SELECTION		



1 inch = 1,230 feet  
Feet



Notification Map

DRG Staff Report  
Orange County Planning Division  
BCC Hearing Date: May 24, 2016



## Interoffice Memorandum

May 12, 2016

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

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

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: May 24, 2016 – Public Hearing  
Applicant: Steve Brandon, Brandon Partners  
Orangewood PD / Williamsburg Downs Shopping Center PSP  
– Substantial Change - Case # CDR-16-01-016

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of March 23, 2016, to approve a substantial change to the Orangewood PD / Williamsburg Downs Shopping Center Preliminary Subdivision Plan, to add 5,600 square feet of retail / commercial uses in order to support the renovation / expansion of the existing Publix store and the development of a future outparcel.

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 Orangewood PD / Williamsburg Downs Shopping Center Preliminary Subdivision Plan (PSP) dated "Received April 7, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/lme  
Attachments

**CASE # CDR-16-01-016**

Commission District # 1

**1. REQUEST**

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of March 23, 2016, to approve a substantial change to the Orangewood PD / Williamsburg Downs Shopping Center Preliminary Subdivision Plan, to add 5,600 square feet of retail / commercial uses in order to support the renovation / expansion of the existing Publix store and the development of a future outparcel.

**2. PROJECT ANALYSIS**

- A. Location: South of Central Florida Parkway / West of Orangewood Boulevard
- B. Parcel IDs: 07-24-29-9293-00-010
- C. Total Acres: 16.01
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: N/A
- G. School Population: N/A
- H. Parks: N/A
- I. Proposed Uses: 146,756 Square Feet Retail / Commercial
- J. Site Data: Maximum Building Height: 40' (1-story)  
Building Setbacks:
  - 40' Front
  - 10' Side
  - 25' Rear
- K. Fire Station: 54 – 6500 Central Florida Parkway
- L. Transportation: The Orangewood PD is vested from Transportation Concurrence under vested rights certificate 92-264. A copy of this certificate must be included with the application for a building permit.



### 3. COMPREHENSIVE PLAN

The subject property is designated on the Future Land Use Map (FLUM) as Commercial (C). The request is consistent with the Comprehensive Plan.

### 4. ZONING

PD (Planned Development District)

### 5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the 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

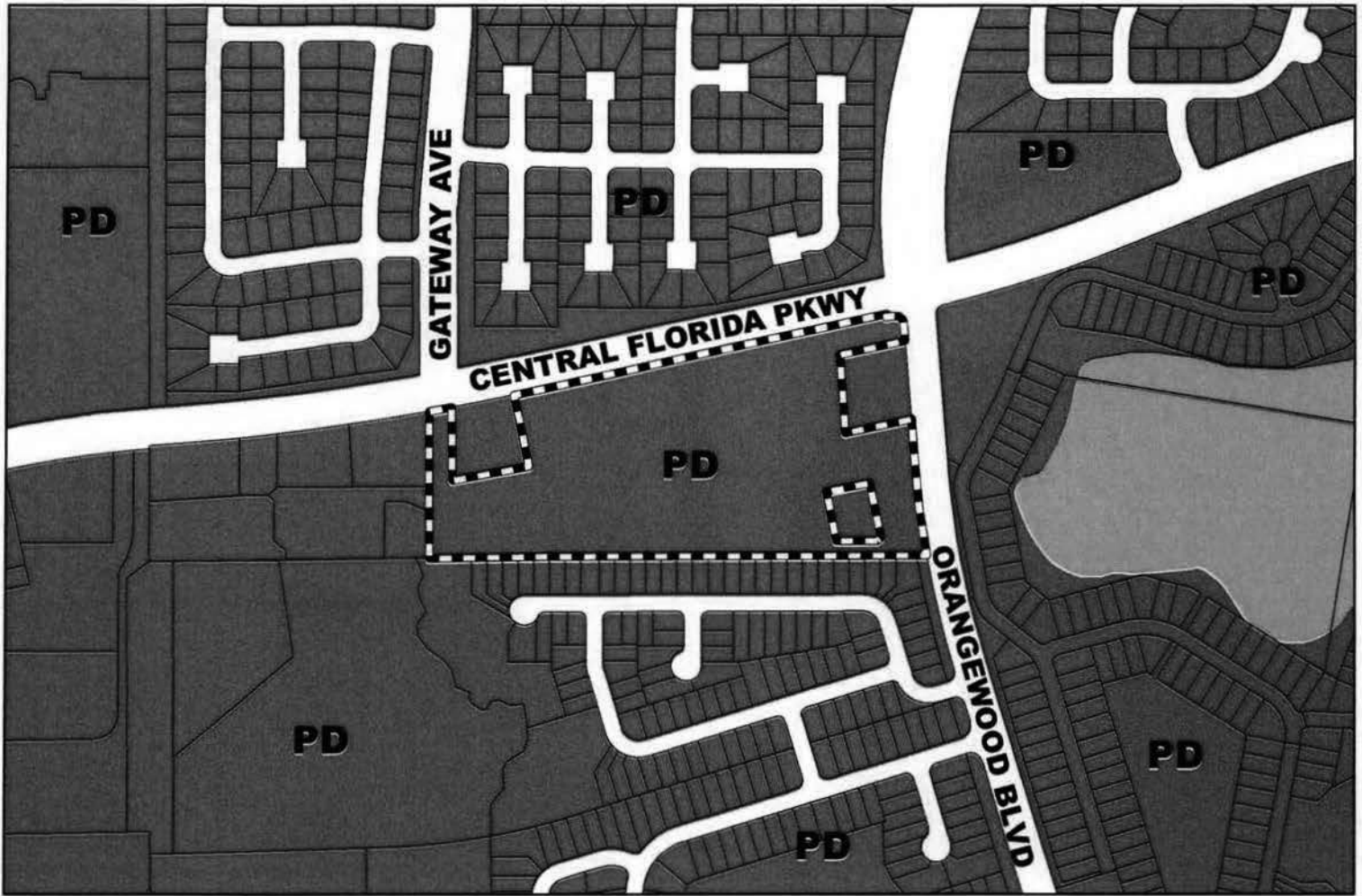
law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

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.



 Subject Property



★ Subject Property

## Zoning

**ZONING:** PD (Planned Development District)  
(Orangewood PD)

**APPLICANT:** Steve Brandon  
Brandon Partners

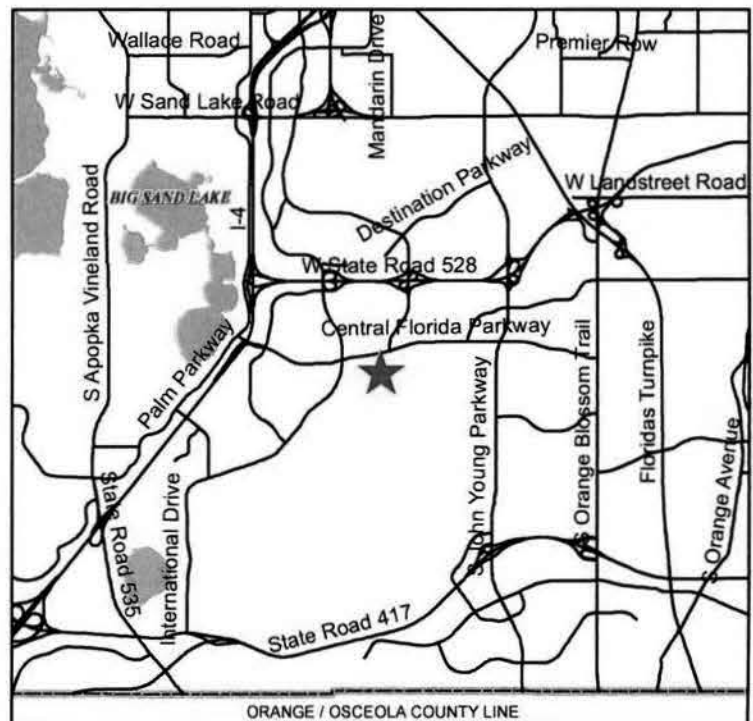
**LOCATION:** South of Central Florida Parkway /  
West of Orangewood Boulevard

**TRACT SIZE:** 16.01 acres

**DISTRICT:** #1

**S/T/R:** 07/24/29

1 inch = 500 feet



**Williamsburg Downs Shopping Center  
Phase 1 PSP Amendment  
Site Data**

Project Area: 15.55 Acres  
Zoning: Planned Development (PD)  
Building Height: 40 Feet (Max)  
Building Setbacks  
    Front: 40 Feet  
    Side: 10 Feet  
    Rear: 25 Feet

<u>Site Development Totals</u>	<u>Lot 1 Approved<sup>1</sup></u>
Project Site Area <sup>2</sup>	16.08 Acres
Impervious Area <sup>4</sup>	12.96 Acres
Open Space Area <sup>4</sup>	3.12 Acres
Building Area <sup>3</sup>	141,156 SF
Floor Area Ratio	0.20

**Site Development Breakdown**

	Existing						Existing + Proposed					
	Lot 1		BH Lot		Total		Lot 1		BH Lot		Total	
Project Site Area <sup>2</sup>	15.55	AC	0.46	AC	16.01	AC	15.55	AC	0.46	AC	16.01	AC
Impervious Area <sup>4</sup>	12.5	AC	0.05	AC	12.55	AC	12.5	AC	0.05	AC	12.55	AC
Open Space Area <sup>4</sup>	3.12	AC	0.41	AC	3.53	AC	3.05	AC	0.41	AC	3.46	AC
Building Area <sup>3</sup>	124,102	SF	2,365	SF	126,467	SF	144,391	SF	2,365	SF	146,756	SF
Floor Area Ratio	0.18		0.12		0.18		0.21		0.12		0.21	

1. Areas from Development Plan approved on December 8, 1983. Includes BH Lot.
2. Project Site excludes the outparcel at the northeast corner of Phase 1 area (Lot 4).
3. Building area may be allocated to Lot 4 (outside this PSP) and future out parcels within this PSP.
4. The impervious/open space ratios were already approved in the 1991 Development Plan to allow this development.

**Notes:**

1. Landscape plans will be provided at the time of Development Plan submittal.
2. 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.

# **SITE DATA**

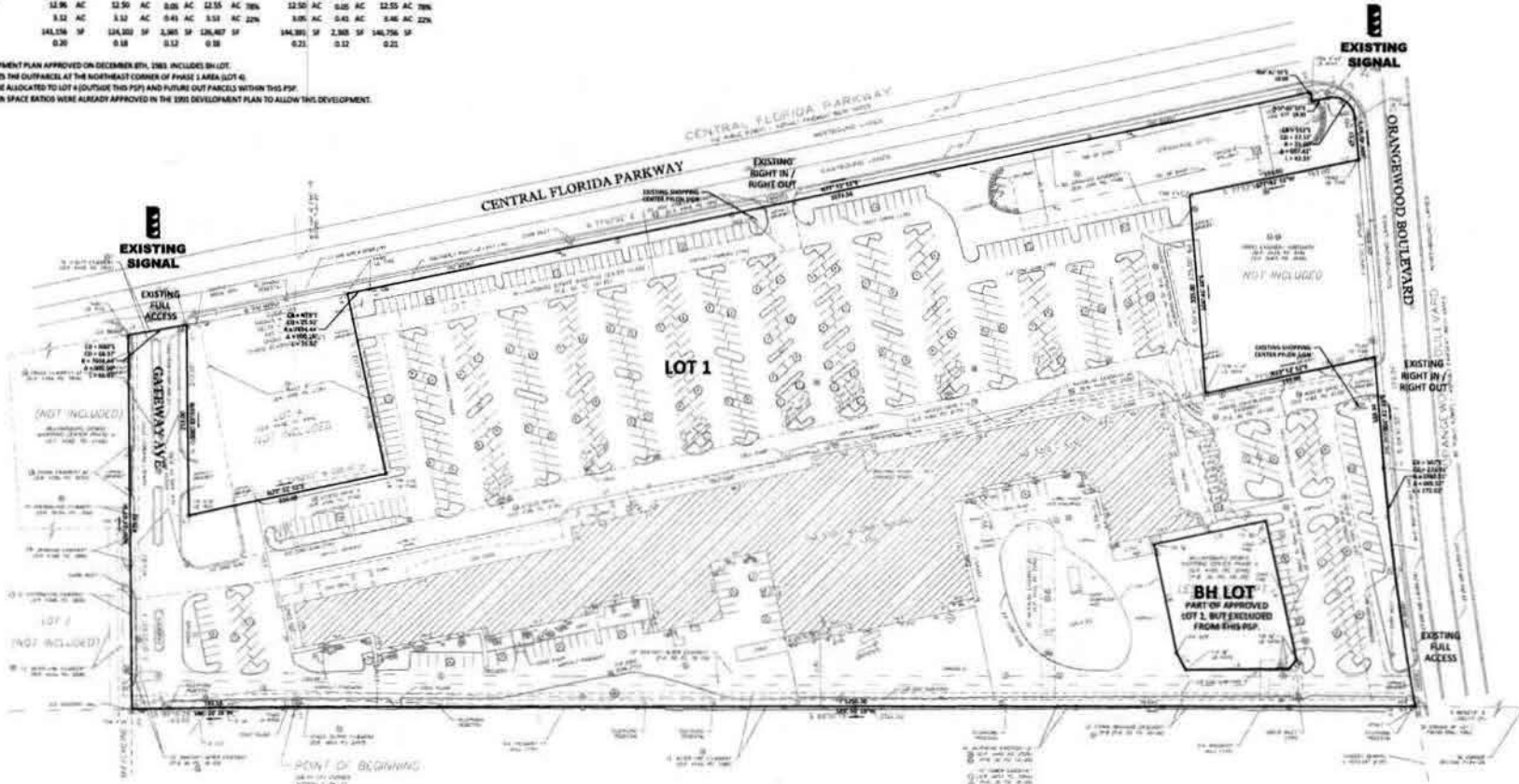
PROJECT AREA  
EDGING  
BUILDING HEIGHT  
BUILDING SETBACKS  
FRONT  
SIDE  
REAR

25.35 AC  
PLANNED DEVELOPMENT (PD)  
60 FT (MAX.)  
60 FT  
35 FT  
25 FT

PROJECT SITE AREA <sup>1</sup>	LOT 1			EXISTING			EXISTING + PROPOSED		
	APPROXIMATE <sup>2</sup>	LOT 1	BR/LP	LOT 1	BR/LP	TOTAL	LOT 1	BR/LP	TOTAL
IMPERVIOUS AREA <sup>4</sup>	55.08 AC	55.05 AC	0.46 AC	55.05 AC	0.46 AC	55.51 AC	55.05 AC	0.46 AC	55.51 AC
OPEN SPACE AREA <sup>4</sup>	12.96 AC	12.50 AC	0.46 AC	12.50 AC	0.46 AC	12.96 AC	12.50 AC	0.46 AC	12.96 AC
BUILDING AREA <sup>4</sup>	141,156 SF	124,302 SF	1,365 SF	124,302 SF	1,365 SF	141,156 SF	124,302 SF	1,365 SF	141,156 SF
FLOOR AREA RATIO	0.20	0.18	0.12	0.18	0.12	0.21	0.18	0.12	0.21

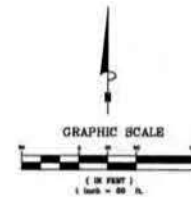
1. AREAS FROM DEVELOPMENT PLAN APPROVED ON DECEMBER 8TH, 2015, INCLUDES BR/LP.
2. PROJECT SITE EXCLUDES THE OUTPARCEL AT THE NORTHEAST CORNER OF PHASE 1 AREA (LOT 4).
3. BUILDING AREA MAY BE ALLOCATED TO LOT 4 (OUTSIDE THIS PSP) AND FUTURE OUT PARCELS WITHIN THIS PSP.
4. THE IMPERVIOUS/OPEN SPACE RATIOS WERE ALREADY APPROVED IN THE 2015 DEVELOPMENT PLAN TO ALLOW THIS DEVELOPMENT.

**NOTE:**  
1. LANDSCAPE PLANTS WILL BE PROVIDED AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL.  
2. TO ACCORDANCE WITH SECTION 10.12, ANY LANDSCAPE PLANTS PROVIDED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BOARD SHALL BE REMOVED.



## **ACC CONDITIONS OF APPROVAL** APPROVED 12/15/15

1. DEVELOPMENT SHALL CONFORM TO THE ORANGEWOOD PLAZA APPROVAL, THE WILLIAMSBURG DOWNS SHOPPING CENTER SHORT FORM SUBDIVISION PLAN DATED 10/28/2015, AND TO THE FOLLOWING CONDITIONS OF APPROVAL, DEVELOPMENT BASED UPON THIS APPROVAL, SHALL COMPLY WITH ALL OTHER APPLICABLE FEDERAL, STATE, AND COUNTY LAWS, ORDINANCES, AND REGULATIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE, EXCEPT TO THE EXTENT THEY ARE EXPRESSLY CONTRADICTED BY THESE CONDITIONS OF APPROVAL BY ACTION OF ORANGE COUNTY.
2. THE WILLIAMSBURG SUBDIVISION PLAN APPROVAL AUTOMATICALLY SUPERSEDES ORANGE COUNTY SUBDIVISION REGULATIONS, AS AMENDED.
3. WATER AND SEWER INFRASTRUCTURE REQUIRED TO SERVE LOTS 1, 2, AND 3 SHALL BE CONSTRUCTED AND ACCEPTED BY THE COUNTY OR BELIEVED CONSISTENT WITH ORANGE COUNTY SUBDIVISION REGULATIONS PRIOR TO PLACING UTILITY EASEMENTS FOR THE WATER AND SEWER MAINS SHALL BE RECORDED WITH THE PLAN.
4. A TEN-FOOT (10') UTILITY EASEMENT OVER THE EXISTING WATER MAIN ON THE NORTH PROPERTY LINE IS REQUIRED.



**KCG**

KELLY, COLLINS & GENTRY, INC.

1000 W. WINDY HILL BLVD. SUITE 100  
ORANGE, FL 32668-1000  
(407) 886-7000 FAX (407) 886-1000

DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

PREPARED FOR:

**BRANDON PARTNERS**

DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

WILLIAMSBURG DOWNS

PHASE 1 PSP

DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

SITE PLAN

DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

SHEET

**C-2.0**

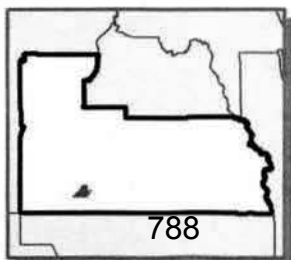
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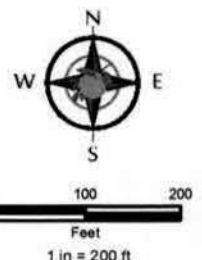


Kucera International, Inc.



# **Orangewood PD** **Williamsburg Downs Shopping Center PSP**

	Parcels		Jurisdiction
	Subject Property		Hydrology





**Interoffice Memorandum**

May 14, 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:** Alan Marshall, Assistant to the Director  
Community, Environmental and Development Services  
Department  
(407) 836-5884

**SUBJECT:** May 24, 2016 - Public Hearing  
An Ordinance Affecting the Use of Land in Orange County,  
Florida; Creating a New Article XVII of Chapter 9 of the Orange  
County Code; Establishing Requirements and Standards  
Pertaining to Vehicle Impact Protection Measures for Child Care  
Centers; and Providing for an Effective Date

In response to a tragic motor vehicle crash into a child day care on April 9, 2014, Mayor Teresa Jacobs requested a countywide assessment of motor vehicle crashes as a public safety threat to vulnerable or at-risk populations, which include children and senior citizens. A multi-disciplinary staff work group completed the assessment and Fire Chief Otto Drozd III presented the findings to the Board of County Commissioners (Board) on February 10, 2015.

There are significant challenges in developing specific design standards given the diversity of existing day care facilities, costs associated with retrofitting these sites, and funding limitations in grant assistance. Staff brought forward proposed design standards and parameters for ordinance implementation and sought guidance from the Board during public work sessions in the spring and summer of 2015.

A stakeholder engagement workshop was held on December 17, 2015, to discuss the ordinance provisions. All day care facilities in unincorporated Orange County were noticed and provided a copy of the draft code. The Building Codes Board of Adjustment and Appeals held a public hearing in February 24, 2016, where a motion was made to



to include "Drop-in" and "Family" day care facilities, along with "transfers of ownership", to the requirements for compliance. The Local Planning Agency held a public hearing on April 21, 2016, where several members expressed concern with adding "transfers of ownership" to the requirements for compliance. The LPA recommended a finding of consistency with the Comprehensive Plan and approval of the Ordinance. Several recommendations from LPA members were incorporated into the draft code.

The Ordinance has been placed on the agenda for the meeting of May 24, 2016 to be heard at a public hearing.

**ACTION REQUESTED: Make a finding of consistency with Chapter 30-2; and approval of an Ordinance Affecting the Use of Land in Orange County, Florida; Creating a New Article XVII of Chapter 9 of the Orange County Code; Establishing Requirements and Standards Pertaining to Vehicle Impact Protection Measures for Child Care Centers; and Providing for an Effective Date. All Districts**

JVW/AM:rep

Attachment: Proposed Ordinance Related To Vehicle Impact Protection Requirements and Standards For Child Care Centers

c: Ajit Lalchandani, County Administrator  
Christopher R. Testerman, AICP, Assistant County Administrator  
Joel Prinsell, Deputy County Attorney  
Tim Boldig, Deputy Director, CEDS Department  
Alan C. Plante, Manager, Building Safety Division  
Otto Drozd III, Chief, Fire Rescue Department  
Lavon Williams, AICP, Manager, Neighborhood Preservation & Revitalization Division

ORDINANCE NO. 2016-\_\_

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

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS  
OF ORANGE COUNTY, FLORIDA:

*Section 1. Creation of Ordinance Pertaining to Vehicle Impact Protection*

*Requirements and Standards for Child Care Centers.* An ordinance pertaining to  
vehicle impact protection requirements and standards for child care centers is hereby  
created as a new Article XVII of Chapter 9 to read as follows:

ARTICLE XVII.

VEHICLE IMPACT PROTECTION  
REQUIREMENTS AND STANDARDS FOR CHILD  
CARE CENTERS

Sec. 9-656. Title.

This Article shall be known and may be cited as the  
"Lily Quintus Child Care Center Vehicle Impact Protection  
Ordinance."

Sec. 9-657. Scope.

This Article shall be effective only throughout the  
unincorporated area of Orange County.

**Sec. 9-658. Intent and purpose.**

The intent and purpose of this Article are to establish requirements and standards for safety barriers to lessen the potential for injury or death from vehicles that may, through operator error or otherwise, drive into exposed areas at child care centers.

**Sec. 9-659. Findings.**

The Board of County Commissioners makes the following findings in connection with the adoption of this Article:

(a) Experts in vehicle-into-building crashes have estimated that each day in the United States there are up to sixty (60) vehicle-into-building crashes.

(b) As many as five hundred (500) people die each year as victims of vehicle-into-building crashes.

(c) On April 9, 2014, Lily Quintus was killed and several other children were seriously injured in Orange County when a vehicle-into-child care center crash occurred.

(d) Experts in vehicle-into-building crashes indicate that parking lot wheel stops, curbs, and raised sidewalks are not sufficient, by themselves, to stop the force of a vehicle in such accidents, and that other design standards and devices are needed to better protect children, workers, pedestrians and others.

(e) Building codes have design standards to protect gas meters, fire hydrants, electrical switching equipment, trash enclosures, and other equipment from vehicle crashes but have yet to establish and impose appropriate standards for protection of child care centers and other establishments.

(f) Injuries and deaths at child care centers are preventable if child care centers are designed or retrofitted with vehicle impact safety devices to prevent vehicles from driving into exposed areas.

86 (g) No one design, device, requirement or  
88 standard is appropriate for all child care centers and all  
90 conditions. Therefore, property owners, architects,  
92 engineers, and business owners should be given the  
flexibility to utilize and choose from a variety of design  
elements and devices to protect exposed areas at child care  
centers.

94 (h) The goal of this Article is to establish  
96 performance-based requirements and standards for the  
design of vehicle impact protective devices that achieve an  
98 appropriate level of safety at child care centers, but not  
require unnecessarily expensive or aesthetically  
inappropriate structures.

100 (i) The Board desires to establish development  
102 requirements and standards for areas adjacent to child care  
centers that balance: (1) the public interest in protecting  
104 child care centers from vehicle-into-exposed area crashes;  
106 (2) the financial burden on owners and operators of child  
care centers of providing appropriate protective designs and  
108 devices; and (3) the goal of encouraging innovation, variety  
and aesthetic variation so as to give owners and operators  
110 flexibility depending on the conditions specific to each  
location.

112 **Sec. 9-660. Definitions.**

114 The following words and terms, when used in this  
116 Article, shall have the meanings ascribed to them in this  
section:

118 *Child care center* shall mean a "child care facility,"  
as defined at Section 402.302(2), Florida Statutes, and an  
120 "evening child care," as defined at Section 402.302(7).  
However, a child care center shall not include a "drop-in  
122 child care," a "family day care home," an "indoor  
recreational facility," or a "large family day care home," as  
124 respectively defined at Sections 402.302(6), (8), (10), and  
(11).

126 *Exposed area* shall mean an area at a child care  
128 center within the impact risk setback where there is a  
structure or building used by children or an outdoor play  
130 area, but excluding a parking lot.

*Impact risk setback* shall mean the distance from a roadway adjacent to a child care center where there is a higher risk of a vehicle-into-exposed area accident, measured perpendicularly from the edge of the travel lane closest to the child care center. Setbacks are based on the applicable posted speed limit as set forth below:

<i>Speed limit</i>	<i>Setback</i>
35 mph	125 feet
40 mph	153 feet
45 mph	180 feet
50 mph	213 feet
>50 mph	285 feet

**Sec. 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.

(b) The owner or operator of a child care center that appears to be subject to the requirements and standards in section 9-662 may request an exemption from those requirements and standards upon production of a signed and sealed letter from a professional engineer licensed with the State of Florida attesting that the child care center does not have an exposed area. Upon confirmation by the County that the child care center does not have an exposed area, the requirements and standards in section 9-662 shall not apply to the child care center.



172 (c) A child care center existing prior to June 1,  
174 2016, with an exposed area may be eligible to apply for a  
County grant program to assist with voluntarily complying  
176 with the requirements and standards in section 9-662.

178 **Sec. 9-662. Vehicle impact protection requirements  
and standards.**

180 (a) *Child care centers where vehicle impact*  
182 *protection devices required.* Vehicle impact protection  
devices and features, as described in subsection (b) of this  
184 section, shall be required to be installed between the edge  
of the right-of-way of the adjacent roadway and the  
186 perimeter of any exposed area that is parallel or roughly  
parallel to the edge of the roadway and wrapping  
188 perpendicular to such exposed area for a distance of at least  
forty-eight (48) inches. Such devices and features shall be  
190 installed as close to the edge of the exposed area (as far  
away from the edge of the right-of-way) as reasonably  
192 practicable.

194 (b) *Installation required.* The vehicle impact  
protection devices and features required by this Article  
196 shall be installed before a certificate of occupancy is issued  
for the new facility or renovation, as applicable.

198 (c) *Elements of vehicle impact protection*  
200 *devices or features.* Vehicle impact protection devices and  
features shall take the form of barriers, bollards, posts,  
202 features, or a combination of barriers, bollards, posts, and  
features, as described below:

204 (1) *Barriers.* Physical barriers, such as  
reinforced walls, building perimeter walls, planters, and  
206 street furniture, may be used to satisfy the requirements and  
standards of this section, provided they comply with the  
208 following requirements:

210 (A) The barriers shall be a  
minimum of thirty-six (36) inches in height and designed to  
212 achieve an impact resistance level of 5,000 pounds  
traveling at thirty (30) miles per hour. Plain concrete  
214 barriers, such as "K Rails" or "Jersey" barriers, shall be  
prohibited, except as temporarily allowed under subsection  
216 (e) of this section.



(B) When barriers are spaced apart, the spacing shall be not less than forty-eight (48) inches and not more than fifty-six (56) inches between the outer edge of the barrier and the nearest outer edge of the adjacent barrier.

(C) The color and design of the barriers shall be consistent throughout the child care center.

(2) *Bollards, posts, and guard posts.* Bollards, posts, and guard posts may be used to satisfy the requirements of this section, provided they comply with the following requirements:

(A) The bollards or posts shall be constructed of steel or other material not less than four (4) inches in diameter that shall achieve a minimum impact resistance level of 5,000 pounds traveling at thirty (30) miles per hour, as provided by ASTM International (formerly known as American Society of Testing and Materials or "ASTM") in its document number ASTM F3016.

(B) The bollards or posts shall be spaced not less than forty-eight (48) inches and not more than fifty-six (56) inches between the outer edge of the post or bollard and the nearest outer edge of the adjacent post or bollard.

(C) The top of the bollards or posts shall be set not less than three (3) feet and not more than four (4) feet above finished grade.

(D) The bollards or posts shall be black, gray, bronze, stainless steel, concrete finish, or a color that is similar to the color of the principal structure, with night reflector decals or paint where appropriate.

(E) The color and design of the bollards or posts shall be consistent throughout each child care center.

(F) The bollards or posts shall be properly maintained, including no visible rust or corrosion, and be kept in uniform alignment. Use of protective and/or decorative sleeves shall be permitted.

(3) *Features.* Manmade features (for example, billboard support poles, culverts, ditches, or retention ponds) and natural features (for example, large trees or water bodies), may be used to satisfy the requirements of this section, provided they are able to achieve an impact resistance level of 5,000 pounds traveling at thirty (30) miles per hour.

(d) *Attestations from licensed professional engineer.* Every permit application for vehicle impact protection devices at a child care center shall be accompanied by construction documents, signed and sealed by a professional engineer licensed with the State of Florida, with a statement thereon attesting that the design and/or location of the vehicle impact protection devices and/or features comply with the requirements and standards of this Article. Furthermore, prior to the issuance of a certificate of occupancy, the licensed professional engineer shall attest that the vehicle impact protection devices and/or features have been installed or exist in compliance with the requirements and standards of this Article.

(e) *Replacement or repair.* Within ninety (90) days after a device or feature that serves to protect an exposed area of a child care center is destroyed, damaged, or removed, the device or feature shall be replaced with one that satisfies the requirements and standards of this section. Before the device or feature is replaced, plain concrete barriers, such as "K Rails" or "Jersey" barriers, may be temporarily allowed.

(f) *Additional protections encouraged.* Owners and operators of child care centers are encouraged, but not required, to install additional vehicle impact protection devices or features in locations, such as pedestrian drop-off areas, doorways, outdoor seating areas, and along the perimeter of parking lots adjacent to exposed areas.

**Sec. 9-663. Conflict with other laws.**

In the event any of the terms of this Article or its application to a particular child care center would cause a child care center to not comply with a provision of federal law or regulation, including the Americans with Disabilities Act, state law or regulation, or another provision of the County Code, the County shall attempt to apply this Article

310 in a manner that reconciles the provisions of federal law or  
312 regulation, state law or regulation, or other provision of the  
County Code and the provisions of this Article. When an  
314 irreconcilable conflict exists between the provisions of this  
Article and the provision of a federal law or regulation,  
316 state law or regulation, or other provision of the County  
Code, the provision of the federal law or regulation, state  
318 law or regulation, or other provision of the County Code  
shall prevail over this Article, but only to the extent  
necessary to avoid such irreconcilable conflict.

320 **Sec. 9-664. Penalties.**

322 Any person who violates any provision of this  
Article shall be subject to any one or more of the following  
324 penalties and/or remedies:

326 (a) A violation of any provision of this Article  
may be enforced through the code enforcement process as  
328 described in Chapter 11 of the Orange County Code and  
Chapter 162 of the Florida Statutes;

330 (b) Orange County may bring a lawsuit in a  
332 court of competent jurisdiction to pursue temporary or  
permanent injunctive relief or any other legal or equitable  
334 remedy authorized by law to cure, remove, prevent, or end  
a violation of any provision of this Article; and

336 (c) A violation of any provision of this Article  
338 may be punished as provided in Section 1-9 of the Orange  
County Code.

340 **Secs. 9-665 – 9-670. Reserved.**

342  
344  
346 *[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]*  
348  
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352

**Section 2. Effective date.** This Ordinance shall become effective on June 1,

354 2016.

ADOPTED THIS 24<sup>th</sup> DAY OF MAY, 2016.

356

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

358

360

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

362

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

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

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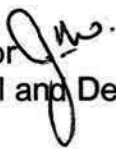
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**Interoffice Memorandum**

May 11, 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:** **Jim Ward, AICP, CNU-A**  
**Coordinator of Sustainable Development**  
**Planning Division**  
**407-836-0936**

**SUBJECT:** May 24, 2016 – Public Hearing  
Amendment to Orange County Code Chapter 38  
Horizon West – Village PD Code Update

On May 24, 2016, the Board of County Commissioners (BCC) will hold a public hearing to amend the Horizon West - Village Planned Development (PD) Code (Chapter 38, Article VIII, Division 8, Section 38-1384).

These proposed amendments respond to suggestions by the Horizon West area development community for added clarity and improved readability. At a public hearing on April 21, 2016, the Local Planning Agency found this proposed ordinance to be consistent with the Comprehensive Plan, and recommended approval.

The proposed code amendments relate as follows:

- Required front porches
- Opacity of rear yard and side street fencing
- Garage placement and corresponding garage door orientation
- Assignment of code conformance status to garages and garage doors
- Accessory use setback from rear and side lot lines, and from alley easements

**ACTION REQUESTED:** **Make a finding of consistency with the Comprehensive Plan and approve the Ordinance to amend the Village Planned Development Code. All Districts**

JW/jgw

Attachments: Draft Ordinance

ORDINANCE NO. 2016-\_\_\_\_\_

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.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

*Section 1. Amendment.* Division 8 of Article VIII of Chapter 38 of the Orange County Code, Section 38-1384, entitled "General residential development standards", is hereby amended as follows (changes are shown using ~~striketrough~~ for deletions and underline for additions to existing Code sections, and the notation "\* \* \*" indicates that all preceding or subsequent text remains unchanged):

**Sec. 38-1384. General residential development standards.**

(a) *Density.* Density is calculated by dividing the total number of units by the developable land area. Net density is calculated by dividing the total number of units by the net developable land area. Regardless of the applicable Village PD Code, accessory dwelling units shall not be included in density calculations.

The net density required by the land use designation on the approved SAP may be increased or decreased without amending the SAP provided that an equivalent number of units (transfer of development rights) have been purchased from uplands or wetlands (sending areas) in the designated upland greenbelt and wetland areas within the village in accordance with the provisions of chapter 30, article XIV, division 3, transfer of development rights (TDRs), and provided that the overall net density within the village shall be consistent with future land use element policy 6.1.3. All TDRs, including sending and receiving areas, shall be



38 ~~using~~ identified on the land use plan. If authorized in the approved  
 39 SAP, all wetlands and upland greenbelts may be designated as  
 40 TDR sending areas and all development parcels may be designed  
 41 as sending and receiving areas. Development rights for sending  
 42 areas located outside the boundary of a PD must be transmitted  
 43 through a development agreement prior to or concurrent with  
 44 approval of a PD/LUP or subdivision receiving the development  
 45 rights. Internal transfer of uses and density within any planned  
 46 development may be approved without using TDRs pursuant to  
 47 sections 30-726(b)(2) and 38-1207, so long as the overall net  
 48 density of the planned development is consistent with the SAP and  
 49 provided that transfer of uses and density is consistent with the  
 50 compatibility requirement of this code and the comprehensive  
 51 plan. The density within a parcel shall be established with the  
 52 initial PD land use plan. Subsequent modification to the  
 53 established density shall be subject to the PD change determination  
 54 process.

55 \* \* \*

56 (d) *Front porch.* For the purposes of this village development  
 57 code, a front porch is defined as an un-air-conditioned, roofed,  
 58 raised above grade structure which is attached to the front of the  
 59 building. Porches may wrap around the sides of structures as well.  
 60 The minimum dimension of a front porch shall not be less than  
 61 seven (7) feet deep or less than eight (8) feet wide. Porches less  
 62 than ten (10) feet wide shall include railings.

63 Front porches shall be required on fifty (50) percent of  
 64 detached single-family lots of less than seventy-five (75) feet in  
 65 width. Front porches that do not meet the minimum front porch  
 66 size requirements as stated in Section 38-1384(d) shall not be  
 67 considered in achieving this fifty percent (50%) front porch  
 68 requirement.

69 Attached single-family residences less than or equal to  
 70 twenty (20) feet in width shall, at a minimum, provide covered  
 71 stoops with columns which support a gabled or hipped roof  
 72 structure. Alternative designs may be proposed but must be  
 73 reviewed for consistency with architectural style.

74  
 75 (e) *Fences.* Fencing ~~is may be~~ permitted in the front yard  
 76 within three (3) feet of the sidewalk to define the separation of  
 77 public and private spaces. Such fences shall be no higher than three  
 78 (3) feet six (6) inches in height. Materials shall be limited to  
 79 decorative metal, wood or PVC picket style. Other fences shall  
 80 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.

\* \* \*

(g) *Garages and garage doors.* Garages shall be constructed in accordance with the following standards:

- (1) *Rear alley access.* Garage access must be provided by a rear alley where lots are fifty (50) feet or less in width. Garages with direct access from an alley shall be setback with a minimum of nine (9) feet from the edge of pavement or shall provide an additional off-street parking space. When an additional off-street parking space is added, the garage shall be setback three (3) feet from the edge of easement.
- (2) *Front-loaded garages setbacks.* ~~Front-loaded~~ Garage doors of front-loaded lots shall be recessed a minimum of ten (10) feet behind the nearest adjacent plane of the primary structure. However, when a porch is provided in front of the forward-most plane of the structure, which meets the minimum standards of section 38-1384(d) ~~is provided~~, the garage door setback behind the nearest adjacent plane of the primary structure may be decreased to seven (7) feet. In no case shall a front-loaded garage door be setback less than twenty (20) feet from the front property line. Detached garages without access to a rear alley easement, including garages with an accessory dwelling unit, shall be located a minimum of five (5) feet from side and rear property lines, and shall be no closer than ten (10) feet to any other detached structure on the same lot.
- (3) *Front-loaded garage doors.* The prominent appearance of garages shall be diminished and instead appear to be an extension of the home's living space. As such, front-loaded garage doors shall be located and detailed in accordance with the following:
  - a. All garage doors shall be recessed from the garage's front plane a minimum of eight (8) inches.
  - b. For double-car garages, two (2) single-wide garage doors are preferable to a double-wide door. Double-wide garage entries shall not exceed sixteen (16) feet in width. ~~Double-~~

~~wide garage entries~~ Except for side-oriented garage doors meeting the requirements of Section 38-1384(g)(3)f. below, double-wide (or wider) garages are not permitted on front-loaded lots of less than sixty-five (65) feet in width.

- c. Where single garage doors are provided for multi-car garages, entries no wider than twelve (12) feet shall be provided for each vehicle. Each entry shall be separated by a column or other visually substantial supporting vertical feature which is a minimum of twelve (12) inches wide. For three (3) car garages without tandem parking (front-to-back parking), the entries shall either have three (3) single-wide doors or one (1) double-wide door plus one (1) single-wide door.
- d. For garages accommodating three (3) vehicles or more, one (1) or more deeper bays allowing tandem parking, with one (1) vehicle behind the other, is preferred to vehicle bays side by side facing the street.
- e. Garage doors shall either incorporate windows along the upper one-quarter ( $\frac{1}{4}$ ) of the door or substantial architectural patterning shall be incorporated throughout the door plane including carriage style hinges and handles, and patterning which emulates two smaller doors.
- f. For lots ~~greater than sixty-five (65)~~ 60 feet wide or greater, and excluding any requirements of Section 38-1384(i)(3), ~~and (4) and (5)~~, garages may be placed in front of the primary structure, but must be oriented toward either side yard ~~with windows facing the street~~ and shall meet the setbacks for the primary structure. The street-facing side facades of such gGarages shall be designed with detail treatment and articulation the same as the primary structure, with particular attention to similar roof lines, roofing material, ~~and finish, gables, brackets, window patterns, molding, wainscot, etc.~~ Similar window (real or faux) and door trim, and comparable façade treatment including siding, stucco or other material finish shall be provided. For lots over one hundred twenty (120) feet in width, the requirements of this subsection may be waived as part of the preliminary subdivision plan approval.
- g. Side-street facing garages shall adhere to the garage door design standards described in Section 38-1384 (g)(3) above, and shall be setback a minimum of ten (10) feet behind the primary structure, with five (5) feet rear and side setbacks.

h. Garages and garage doors that do not meet the provisions of this Section 38-1384, but which received a building permit from the County and were constructed in accordance with the issued building permit prior to January 1, 2016, shall be considered conforming structures under this Code.

\* \* \*

(i) *Access and off-street parking.*

(1) Parking for residential uses shall be provided in accordance with article XI of this chapter; however, minimum parking, including required remote parking, for residential uses must be reviewed and approved by the Fire Rescue Department prior to development plan/preliminary subdivision plan approval.

(2) Vehicular access to garages or other off-street parking surfaces on all lots fifty (50) feet or less in width, or where any lot abuts a rear alley easement pursuant to Section 38-1384(i)(5) below, shall be provided from a rear alley easement.

(3) Vehicular access to garages or other off-street parking surfaces on all lots facing the primary side of an APF school or any other APF park, road or trail shall be provided from a rear alley easement.

(4) Vehicular access to garages or other off-street parking surfaces on all lots greater than fifty (50) feet in width that face neighborhood squares and parks shall be provided from a rear alley easement or from a front driveway where the garages are located at or beyond the rear wall of the primary structure.

Neighborhood squares and parks are defined as active or passive recreational and open space tracts of varying sizes that have been designed to create a discernable neighborhood focal point. The landscape within a neighborhood square or park may consist of naturalistic or formally designed features such as sidewalks, trails, sports fields, hardscaped amenities and structures.

(5) Garage access from the front or side of any lot that ~~has access to~~ abuts a rear alley easement shall be prohibited.

(j) *Accessory Uses.* Home offices, granny flats, apartments over detached garages, neighborhood clubhouses and supporting

detached facilities (i.e. bath house) are permitted uses in all districts. Granny flats or garage apartments shall have a minimum living area of five hundred (500) square feet and a maximum living area of seven hundred fifty (750) square feet. Accessory dwelling units, as defined herein, shall not be factored in density calculations, but shall be required to pay applicable county impact fees. Neighborhood clubhouses shall be limited to a maximum building height of thirty-five (35) feet, and supporting and detached facilities shall not exceed the height of the clubhouse. Such facilities shall be architecturally similar to the clubhouse.

(k) *Civic and Institutional Uses.* These uses shall be identified on the approved PD land use plan and shall be designed in accordance with the design guidelines established with the PD and development standards of section 38-1390. Such uses should be located at the termination of street vistas where practicable.

(l) *Setbacks.* Accessory uses and structures shall meet principal structure side yard setback requirements. Also, those uses and structures shall provide minimum five (5) foot setback from the rear lot line or the rear alley easement (when such an easement exists).

**Section 2. *Effective date.*** This ordinance shall become effective on June 1, 2016.

***{Rest of Page Intentionally Left Blank}***

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

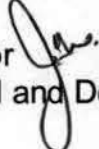




## Interoffice Memorandum

May 11, 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: Whitney E. Evers, Assistant County Attorney**  
**County Attorney's Office**  
**407 836-7320**

SUBJECT: May 24, 2016 – Public Hearing  
Updates to the Orange County Land Development and Use  
Ordinance Codified at Article III, Chapter 30, Orange County  
Code

In an effort to respond to requests from the development community regarding construction of certain projects prior to a plat being recorded, staff is proposing an Ordinance to amend Section 30-83 ("Plats; approval; vacation") of the Orange County Code (the "Ordinance"). The proposed Ordinance would allow the construction of up to five model homes when a specific list of criteria has been met. Additionally, while the Ordinance would continue to require that single-family projects obtain a plat prior to vertical construction, unless otherwise allowed by the Development Review Committee ("DRC"), the proposed amendments would allow the DRC to consider requests to allow vertical construction of commercial, industrial, hotel, office, or multi-family projects (or projects consisting of three or fewer platted lots) when a list of specified criteria are met.

On April 21, 2016, the Local Planning Agency made a finding of consistency with the comprehensive plan and recommended approval of the proposed ordinance. While they acknowledged the accommodation being made for large projects that meet the criteria, several members expressed concern about the potential of a developer starting a project, but for a variety of reasons, abandoning it prior to completion thus creating an eyesore and burden on the County.

Two resolutions have been placed on the consent agenda to be considered with this public hearing. Consistent with the proposed changes in the Ordinance, the first resolution would repeal a 1995 resolution dealing with model home permits and the

Page Two  
May 24, 2016 – Public Hearing  
Updates to the Orange County Land Development and Use  
Ordinance Codified at Article III, Chapter 30, Orange County  
Code

second would approve a form hold harmless and indemnification agreement and authorize the Director of the Community, Environmental, and Development Services Department, or his or her designee, to execute the agreements.

**ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan and recommend approval of 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.**

JVW/WE:rep

Attachment: Draft Ordinance

ORDINANCE NO. 2016-\_\_

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.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

*Section 1. Amendments to Section 30-83 ("Plats; approval; vacation").* Section 30-83 ("Plats; approval; vacation") is amended to read as follows, with any new wording being indicated by underlines and any deleted wording being shown by strike-throughs:

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

(a) A plat shall be approved and recorded in the manner provided in sections 34-48, and section 34-133, and, to the extent that it is not inconsistent with sections 34-48 and 34-133, part I, chapter 177, Florida Statutes.

(b) With the exception of developments and model homes authorized by subsections 30-83(c) and (d), respectively, ~~Vertical~~ construction shall not be permitted to commence at a development requiring a plat unless and until the plat has been approved and recorded. However, for single-family development, where it is anticipated or expected or determined that the plat for a particular development cannot be approved and recorded through no fault of the developer's before vertical construction is ready to commence, the development review committee may approve vertical construction in advance of platting pursuant to terms and conditions that are acceptable to the DRC, provided that in no event may a temporary or permanent certificate of occupancy be issued for such vertical construction before the plat is approved and recorded.

(c) For developments having an expected construction duration of six months or more and consisting of commercial, industrial, hotel, office, or multi-family uses, or other non-single family developments which, when platted, will contain three lots or less, the DRC may approve a request to

38 allow vertical construction in advance of plat approval, provided all of the  
40 following conditions are met:

42 (1) The PSP, or DP, as applicable, for such project  
has received final approval;

44 (2) A plat has been submitted for review and  
46 approval pursuant to the applicable PSP or DP and has been deemed  
sufficient for initial review by the County; and

48 (3) The project landowner has executed and  
50 delivered to the County, and the County has approved, an  
indemnification and hold harmless agreement, in form and substance  
52 acceptable to the County, acknowledging:

54 (A) the issuance of building permits prior to  
recordation of the plat;

56 (B) the continuing obligation of the owner to record  
58 the project plat;

60 (C) the owner's understanding that under no  
62 circumstances will the County issue a temporary  
or permanent certificate of occupancy until the  
plat is approved and recorded; and

64 (D) the owner's indemnification of the County from  
66 any damages, costs, or claims arising from the  
issuance of building permits prior to approval  
68 and recordation of the plat.

70 (d) Model homes may be permitted on not more than twenty  
72 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  
74 the number of model homes exceed five. The model homes shall be situated  
on contiguous lots or clustered within a readily identified area. Not more than  
76 one model home may be used as a sales office/center, subject to the  
requirements of subsection 38-79(5).

78 (1) An applicant/developer requesting a model home  
permit shall submit a complete and sufficient model home application,

80 with the applicable application fee, to the Zoning Division Manager,  
82 and include the following documents:

84 (A) three copies of the site plan for the lot proposed  
for the model home, depicting the proposed  
86 structure, footprint, setbacks, and proposed  
easements for the model home being requested;

88 (B) three copies of the subdivision plan (or plat)  
90 indicating where the model home(s) will be  
located; and

92 (C) an executed notarized statement by the  
94 applicant/developer showing that it understands,  
96 agrees to, and shall comply with all applicable  
permitting restrictions, requirements and  
98 conditions, including those set forth in this  
section 30-83.

100 (2) The following permitting restrictions,  
requirements, and conditions shall apply for a model home permit:

102 (A) the applicant/developer shall utilize a  
104 preliminary final plat with street names  
approved by the Zoning Division for issuance of  
106 a permanent street address (fee required);

108 (B) permitting is at the risk and expense of the  
applicant/developer, including if any changes  
110 are made with respect to the final recorded plat;

112 (C) no certificate of occupancy shall be issued until  
an amended building permit (additional fee  
114 required) for a final permanent address is  
issued;

116 (D) all construction and permitting is at the  
118 applicant/developer's own risk and expense;

120 (E) curb and stabilized road base shall have been  
installed to the satisfaction of the Public Works  
122 Department;

(F) drainage infrastructure shall have been completed for the development to the satisfaction of the Public Works Department;

(G) a fully functional, readily accessible, County-approved fire hydrant shall be in place within five hundred (500) feet of the lot line of the proposed model home;

(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;

(I) a risk affidavit and indemnification and hold harmless agreement satisfactory to the Risk Management Division shall have been executed and provided;

(J) temporary or permanent street signs and a street address number for each proposed model home shall be in place to facilitate emergency response, as determined by the Orange County Fire Marshal; and

(K) applicant shall have complied with any and all other Orange County Code provisions, including Zoning regulations.

(3) A certificate of occupancy shall not be issued for a model home until a certificate of completion for infrastructure has been issued for the subdivision, or phase thereof. However, a temporary certificate of occupancy (TCO) may be issued by the Division of Building Safety prior to issuance of a certification of completion, provided the following restrictions, requirements, and conditions are met:

(A) The Public Works Department shall have verified completion of installation of an asphalt surface from the nearest public right-of-way to the lot line of the proposed model home(s);



168 (B) The Public Works Department shall have  
170 verified completion of installation of the  
drainage infrastructure and its functionality, and  
172 all inspections shall have been satisfactorily  
completed;

174 (C) All required traffic control signs and devices  
shall be in place from the nearest public road  
176 right-of-way to the lot line of the proposed  
model home(s), as determined by the Public  
178 Works Department;

180 (D) All permits issued by the Division of Building  
Safety for the model home(s) have received  
182 approved final inspections;

184 (E) A permanent, fully functional public restroom is  
located in an easily accessible place within the  
186 proposed model home(s);

188 (F) Sufficient and clear access for emergency  
vehicles shall be available, as determined by the  
190 Orange County Fire Marshal; and

192 (G) The applicant shall have complied with any and  
all other applicable Orange County Code  
194 provisions, including platting.

196 A TCO shall be effective for a period not to exceed ninety (90) days.  
An extension of no more than thirty (30) days may be granted upon good cause  
198 shown and acceptable to the County.

200 An appeal of a determination related to a model home application or  
permit shall be filed in writing within fourteen (14) days of the determination,  
202 accompanied by the applicable appeal fee. The appeal shall be heard by the  
Development Review Committee.

204 (e) The board of county commissioners may order the  
206 vacation and reversion to acreage of all or any part of a plat or subdivision in  
208 the manner and subject to the restrictions provided by law; provided that no  
reversion can occur where the subdivision street and drainage improvements  
have been completed.

210            **Section 2.**     This ordinance shall take effect on May 31, 2016.

212 ENACTED THIS 24<sup>th</sup> DAY OF MAY, 2016.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

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

226 By: Deputy Clerk

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