



AGENDA

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

TUESDAY, FEBRUARY 9, 2016

MEETING STARTS AT 2:00 p.m.

- Invocation – District 3
- Pledge of Allegiance
- Public Comment*

I. CONSENT AGENDA

A. COUNTY COMPTROLLER

1. Approval of the minutes of the December 15, 2015 meeting of the Board of County Commissioners. **(Clerk's Office) Page 14-98**
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 14**

B. COUNTY ADMINISTRATOR

1. Approval for the Orange County Sheriff's Office to spend \$250,000 from the FY 2016 Law Enforcement Trust Fund for the purchase of Command and Monitoring Center Equipment. **(Office of Management and Budget) Page 99-103**
2. Approval of budget amendments #16-21, #16-22, #16-23, #16-24, and #16-25. **(Office of Management and Budget) Page 104-109**

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, FEBRUARY 9, 2016

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y16-138-J2, Cold In-Place Bituminous Base Recycling with Asphalt Resurfacing, to the sole responsive and responsible bidder, Asphalt Paving Systems, Inc. The estimated annual contract award amount is \$3,391,350. ([Public Works Department Roads and Drainage Division] **Procurement Division) Page 110-113**
2. Approval to award Invitation for Bids Y16-158-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance John Young Parkway, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC. The estimated annual contract award amount is \$172,725 for the basic year. ([Public Works Department Stormwater Management Division] **Procurement Division) Page 114-116**
3. Approval to award Invitation for Bids Y16-159-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Goldenrod and Bithlo, to the low responsive and responsible bidder, Carol King Landscape Maintenance, Inc. The estimated annual contract award amount is \$272,350 for the basic year. ([Public Works Department Stormwater Management Division] **Procurement Division) Page 117-120**
4. Approval to award Invitation for Bids Y16-160-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Taft I, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC. The estimated annual contract award amount is \$242,165 for the basic year. ([Public Works Department Stormwater Management Division] **Procurement Division) Page 121-124**
5. Approval to award Invitation for Bids Y16-718-CC, Mildred Dixon Activity Center HVAC Replacement, to the low responsive and responsible bidder, Air Mechanical and Service Corp. The total contract award amount is \$142,500. ([Administrative Services Department Capital Projects Division] **Procurement Division) Page 125-128**
6. Approval of Purchase Order M76711, Second Life Re-build of Caterpillar 740 Articulated Dump Truck, to Ring Power Corporation in the total amount of \$401,238.39. ([Utilities Department Solid Waste Division] **Procurement Division) Page 129-130**
7. Approval and execution of License Agreement between WRI-TC Marketplace at Dr. Phillips, LLC and Orange County, for SOE Voter Parking for Southwest Branch Library, Marketplace at Dr. Phillips, Orlando, Florida. District 1. (**Real Estate Management Division) Page 131-132**
8. Approval and execution of Grant of Non-Exclusive Utility Easement between Orange County and Peoples Gas System, A Division of Tampa Electric Company and authorization to record instrument for Corrections Kitchen, Laundry, and Staff Dining. District 6. (**Real Estate Management Division) Page 133-134**

CONTINUED

TUESDAY, FEBRUARY 9, 2016

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

9. Approval and execution of Partial Release of Conservation Easement between South Florida Water Management District and Orange County and authorization to disburse funds to pay recording fees and record instrument for John Young Parkway – South (Florida Turnpike to SR. 528). District 6. **(Real Estate Management Division) Page 135-136**
10. Approval of Donation Agreement between Apopka Woods, LLC and Orange County, Warranty Deed from Apopka Woods, LLC to Orange County and authorization to perform all actions necessary and incidental to closing for Apopka Woods Subdivision OCU Permit: 14-E-006 OCU File #: 76285. District 2. **(Real Estate Management Division) Page 137-138**

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 139-142**

LC 15-1653	LC 15-1519	LC 15-1684	LC 15-1321	LC 15-1381
LC 15-1171	LC 15-1521	LC 16-0002	LC 15-1328	LC 15-1392
LC 15-1202	LC 15-1522	LC 16-0003	LC 15-1329	LC 15-1399
LC 15-1215	LC 15-1581	LC 16-0023	LC 15-1333	LC 15-1411
LC 15-1281	LC 15-1588	LC 16-0024	LC 15-1335	LC 15-1413
LC 15-1282	LC 15-1639	LC 15-1124	LC 15-1337	LC 15-1414
LC 15-1369	LC 15-1643	LC 15-1125	LC 15-1349	LC 15-1415
LC 15-1377	LC 15-1644	LC 15-1133	LC 15-1350	LC 15-1420
LC 15-1398	LC 15-1099	LC 15-1136	LC 15-1351	LC 15-1422
LC 15-1404	LC 15-1245	LC 15-1139	LC 15-1359	LC 15-1423
LC 15-1461	LC 15-1298	LC 15-1228	LC 15-1360	LC 15-1424
LC 15-1503	LC 15-1446	LC 15-1233	LC 15-1371	LC 15-1425
LC 15-1506	LC 15-1525	LC 15-1237	LC 15-1372	LC 15-1426
LC 15-1531	LC 15-1574	LC 15-1268	LC 15-1375	LC 15-1427
LC 15-1311	LC 15-1603	LC 15-1304	LC 15-1379	LC 15-1428
LC 15-1343	LC 15-1682	LC 15-1320	LC 15-1380	LC 15-1443

2. **Note: This item will be pulled to be heard with Public Hearing D. 7.**
Approval and execution of Adequate Public Facilities Agreement for Hickory Nut Estates PD by and between Horizon West Investment Group, LLC and Orange County. District 1. **(Development Review Committee) Page 143-155**

CONTINUED

TUESDAY, FEBRUARY 9, 2016

I. CONSENT AGENDA (Continued)

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

3. Approval to issue refunds totaling \$29,632 for overcharges and write-off of undercharges in the amount of \$5,985 for LDMS System errors. All Districts. **(Division of Building Safety) Page 156-157**
4. Approval and execution of (1) Agreement Concerning Termination of Carlsbad Orlando, LLC Agreement Regarding Site Investigation and Potential Remediation and Escrow Agreement, with its Exhibits; and (2) Termination of Carlsbad Orlando, LLC Agreement Regarding Site Investigation and Potential Remediation. District 4. **(Environmental Protection Division) Page 158-175**
5. **Note: This item will be pulled to be heard with Public Hearing D. 8.**
Approval and execution of Transportation Impact Fee Agreement Lake Avalon PD Avalon Road (County Road 545) by and between Savi Investments, LLC and Orange County, for the conveyance of 0.38 acres of right-of-way for Avalon Road (CR 545) for \$23,560 in transportation impact fee credits. District 1. **(Roadway Agreement Committee) Page 176-192**

E. FAMILY SERVICES DEPARTMENT

1. Approval of Florida Department of Children and Families Application for a License to Operate a Child Care Facility at East Orange Head Start. This application is only executed by Orange County. **(Head Start Division) Page 193-197**
2. Approval of Florida Department of Children and Families Application for a License to Operate a Child Care Facility at Lila Mitchell Head Start. This application is only executed by Orange County. **(Head Start Division) Page 198-202**
3. Approval of February 2016 Neighborhood Pride Entranceway Grant as recommended by the Neighborhood Grants Advisory Board for Ashbury Park HOA (\$5,000). District 3. **(Neighborhood Preservation and Revitalization Division) Page 203-205**
4. Approval of the February 2016 Neighborhood Pride Capital Improvement Grant as recommended by the Neighborhood Grants Advisory Board for Riversbend Estates of Orange County HOA (\$10,000). District 5. **(Neighborhood Preservation and Revitalization Division) Page 206-208**
5. Approval of February 2016 Neighborhood Pride Sign Grants as recommended by the Neighborhood Grants Advisory Board for Bel-Aire Pines Neighborhood Association (\$3,000) and Winter Park Estates Community Association (\$5,000). District 5. **(Neighborhood Preservation and Revitalization Division) Page 209-212**

CONTINUED

TUESDAY, FEBRUARY 9, 2016

I. CONSENT AGENDA (Continued)

F. FIRE RESCUE DEPARTMENT

1. Approval of Federally-Funded Subaward and Grant Agreement Contract Number: 16-CC-S9-05-58-01-XXX between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2015-2016 in the amount of \$9,158. **(Office of Emergency Management) Page 213-271**
2. Approval of Federally-Funded Subaward and Grant Agreement, Contract Number: 16-CI-S9-05-58-01-XXX between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2015-2016 in the amount of \$9,158. **(Office of Emergency Management) Page 272-330**

G. HEALTH SERVICES DEPARTMENT

1. Approval of the renewal Certificate of Public Convenience and Necessity for Florida Hospital Emergency Medical Services to provide Advanced Life Support Transport and Basic Life Support Transport Services. The term of this certificate is from March 1, 2016 through March 1, 2018. There is no cost to the County. **(EMS Office of the Medical Director) Page 331-333**
2. Approval to accept the Federal Health Resources and Services Administration Grant Award for Ryan White Part A funding in the amount of \$9,824,812 for the period of March 1, 2016 through February 28, 2017; approval to increase the Health Services Department Manning Table by two positions; approval for the County Mayor or her designee to approve any increases or decreases in the award amount, and approval for the County Mayor or her designee to approve any increases in Federal Ryan White Part A funding during the period March 1, 2016 through February 28, 2017. **(Health Services Department) Page 334-335**

H. PUBLIC WORKS DEPARTMENT

1. Authorization to record the plat of Chickasaw Commercial Subdivision. District 3. **(Development Engineering Division) Page 336**
2. Approval to install a "No Parking" zone in front of the odd number addresses on Pontiac Court and on Dolores Drive from Balboa Drive to Pine Hills Road. District 6. **(Traffic Engineering Division) Page 337-339**
3. Approval to install a "No Parking" zone on the east side of CR 535 from 100 feet north of Chase Rd and extending north 620 feet. District 1. **(Traffic Engineering Division) Page 340-342**

CONTINUED

TUESDAY, FEBRUARY 9, 2016

I. CONSENT AGENDA (Continued)

H. PUBLIC WORKS DEPARTMENT (Continued)

4. Approval and Execution of Resolution of the Orange County Board of County Commissioners regarding the Joint Participation Agreement Supplemental Amendment Number 1 with the State of Florida Department of Transportation Concerning the Purchase of an Advanced Traffic Management System (Financial Management Number 435529-1-54-01) and the State of Florida Department of Transportation Joint Participation Agreement Supplemental Amendment Number 1. All Districts. **(Traffic Engineering Division) Page 343-351**

CONTINUED

TUESDAY, FEBRUARY 9, 2016

II. INFORMATIONAL ITEMS**

A. COUNTY COMPTROLLER

1. Receipt of the following items to file for the record: **(Clerk's Office)**
Page 352-353
 - a. Minutes of the July 29, and May 27, 2015, Stoneybrook West Community Development District meetings.
 - b. Public Risk Management of Florida (PRM) Intergovernmental Cooperative Agreement - A Contract and By-Laws as Amended and Restated through December 12, 2012; and Affidavit Regarding Authenticity.
 - c. The Board of Supervisors of Valencia Water Control District (formerly Valencia Drainage District) will hold its 2016 regular monthly meetings the second Tuesday of each month. These meetings are held at 1:00 p.m. in the Lake Ridge Village Clubhouse, located at 10630 Larissa Street, Orlando, Florida 32821, in the Williamsburg area.
 - d. City of Orlando Voluntary Annexation Request: 1931 S. Fern Creek Ave. - ANX2015-00024. Notice of Proposed Enactment. On February 8, 2016, the Orlando City Council will consider proposed Ordinance #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 the 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. 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.
 - e. Minutes of the September 28, 2015, East Park Community Development District.

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

CONTINUED

TUESDAY, FEBRUARY 9, 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 352-353

f. City of Winter Garden Notice of Annexation Ordinances and Legal Descriptions with Maps as follows:

- Ordinance 15-31, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.22 ± acres located at 360 West Story Road on the southwest corner of West Story Road and Burch Avenue 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.
- Ordinance 16-01, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.209 ± acres located at 830 Burch Avenue on the northwest corner of Burch Avenue and Jackson Street 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.
- Ordinance 16-05, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.45 ± acres located at 882 Magnolia Street on the southeast corner of Magnolia Street and 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.
- Ordinance 16-08, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.34 ± acres located at 883 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east 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.
- Ordinance 16-11, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.17 ± acres located at 873 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east 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.

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

CONTINUED

TUESDAY, FEBRUARY 9, 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 352-353

f. City of Winter Garden Notice of Annexation Ordinances and Legal Descriptions with Maps as follows: (Continued)

- Ordinance 16-14, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.18 ± acres located at 1211 Beulah Road on the east side of Beulah Road, south of Magnolia Street and north of Palm Avenue 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.

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

CONTINUED

TUESDAY, FEBRUARY 9, 2016

III. DISCUSSION AGENDA

A. OFFICE OF REGIONAL MOBILITY

1. MetroPlan Orlando Board Meeting Briefing. **Page 354**

ADDENDUM #1

B. COUNTY ADMINISTRATOR

1. Approval of Resolution of the Orange County Board of County Commissioners regarding the dismissal of pending litigation with the Department of Juvenile Justice provided the 50-50 cost split is signed into law and funds are appropriated for the Department of Juvenile Justice's budget.

C. COUNTY MAYOR

1. Open discussion on issues of interest to the Board. **Page 355**

CONTINUED

TUESDAY, FEBRUARY 9, 2016

IV. RECOMMENDATIONS

January 7, 2016 Board of Zoning Adjustment Recommendations

CONTINUED

TUESDAY, FEBRUARY 9, 2016

V. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Petition to Vacate

1. Applicant: James H. McNeil, Jr., Akerman, LLP, on behalf of Magnolia Estates LLC, Petition to Vacate # 15-06-016, two 15 ft wide ingress/egress easements; District 1

B. Substantial Change

- 2.✓ Applicant: Thomas Sullivan, Gray-Robinson, Vineland Pointe Planned Development/Land Use Plan (PD/LUP), Case # CDR-15-05-145, amend plan; District 1 (Continued from December 15, 2015)
- 3.✓ Applicant: Erika Hughes, VHB, Inc., Sand Lake Resort Club Planned Development/Land Use Plan (PD/LUP), Case # CDR-15-09-264, amend plan; District 1

C. Shoreline Alteration/Dredge and Fill

- 4.✓ Applicant: John W. Holloway Revocable Trust, Lake Conway, permit; District 3
- 5.✓ Applicant: Trustee of the John W. Holloway Life Estate, Lake Conway, permit, District 3

D. Rezoning

- 6.✓ Applicant: Khalid Hussein, Verona Subdivision Planned Development/Land Use Plan (PD/LUP), Case # LUP-14-05-127; District 4
- 7.✓ Applicant: Marc Stehli, Hickory Nut Estates Land Use Plan (LUP), Case # LUP-15-07-204; District 1

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

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

CONTINUED

TUESDAY, FEBRUARY 9, 2016

V. PUBLIC HEARINGS (Continued)

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

D. Rezoning (Continued)

- 8.✓ Applicant: Jim Hall, Lake Avalon Planned Development/Land Use Plan (PD/LUP), Case # LUP-14-04-094; District 1

E. Board of Zoning Adjustment Appeal

- 9.✓ Appellant: Pedro J. Malaret
Applicant: Kung Fu-Sion, LLC, Case # VA-15-12-126, December 3, 2015; District 4
- 10.✓ Appellant: Hector M. Vidal
Applicant: Centro Cristiano Restauracion, Case # SE-15-10-089, November 5, 2015; District 3 (Continued from January 5, 2016)

F. Ordinance

11. Amending Orange County Code, Article V, Chapter 2, Section 2-174, pertaining to Orange County Research and Development Authority

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

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

* * *

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

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

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

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

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



OFFICE OF THE COMPTROLLER

ORANGE
COUNTY
FLORIDA

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COUNTY COMMISSION AGENDA
Tuesday, February 9, 2016

COUNTY COMPTROLLER

Items Requiring Consent Approval

1. Approval of the minutes of the December 15, 2015, meeting of the Board of County Commissioners.
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. Signature authorization and accompanying detail of most recently disbursed County funds are available in the Clerk's Office and on the Comptroller's web site.

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS' MEETING

Date: Tuesday, December 15, 2015
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, Ted Edwards, Victoria P. Siplin
Member Absent: Commissioner Jennifer Thompson
Others Present: Chief Deputy Comptroller Margaret A. McGarrity as Clerk, County
Administrator Ajit Lalchandani, County Attorney Jeffrey J. Newton,
Deputy Clerk Katie Smith, Senior Minutes Coordinator Craig
Stopyra, Documents Coordinator Lakela Christian

- CALL TO ORDER, 9:07 a.m.
- INVOCATION - Pastor Scott Billue, Matthew's Hope Ministries
- PLEDGE OF ALLEGIANCE
- PRESENTATION
Great Oaks Village Caroling
- OFFICIAL RECOGNIZED: Florida State Senator Darren Soto
- PUBLIC COMMENT

The following persons addressed the Board for public comment:

- Eric Rollings
- Maria Bolton-Joubert
- Cheri Wells
- Lisa Ray
- Charles Behrens
- Jef Shelby
- Chris Castro
- Josephine Balzac
- Trini Quiroz
- Kirk Root
- Chuck O'Neal
- Jim Callahan
- Yulissa Arce
- Sue Casterline
- Harry Boggs
- Carlos Guillermo Smith
- Nicole McLaren

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

The following materials was received by the Clerk during public comment. The materials referenced by the speaker was not presented to the Board: Submittal 1, from Jef Shelby.

• COUNTY CONSENT AGENDA

Motion/Second: Commissioners Boyd/Nelson

Absent: Commissioner Thompson

AYE (voice vote): All present members

Action: The Mayor

- Deferred action on County Administrator Item 4
- Deleted County Administrator Item 6
- Deferred action on Community, Environmental and Development Services Department Item 6 for consideration with public hearing for Christine Baxter, Poulos & Bennett, LLC, Lake Pickett Cluster Parcel 4 & 5, Case # PSP-15-04-117
- Deferred action on Community, Environmental and Development Services Department Item 8
- Deleted Public Works Department Item 1

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

County Comptroller

1. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. Periods are as follows:

- November 25, 2015, to December 3, 2015; total of \$36,804,749.60
- December 4, 2015, to December 10, 2015; total of \$42,278,426.18.

(Finance/Accounting)

2. Disposition of Tangible Personal Property (Property Accounting)

Approval is requested of the following:

- a. To scrap assets.
- b. To return leased equipment to vendor.
- c. To trade-in assets for allowance toward the purchase of new equipment.

County Sheriff

1. Approval of the Florida Department of Law Enforcement SFY15 Edward Byrne Memorial Justice Assistance Grant in the amount of \$147,967 for the period of October 1, 2015 through September 30, 2016.
2. Approval of a Resolution 2015-M-43 of the Board of County Commissioners of Orange County, Florida, approving the execution and delivery by the Orange County Sheriff's Office, on behalf of the County, as lessee, of a master lease agreement with JPMorgan Chase Bank, N.A., as lessor; providing for certain other matters in connection therewith; and providing an effective date.

County Administrator

1. Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings for the official county record. (Agenda Development Office)
2. Approval of the Membership and Mission Review Board's recommendations for advisory board Appointments of/reappointments: (Agenda Development Office)
 - A. Animal Services Advisory Board: Consideration of the reappointment of William F. Gouveia in the at large representative category with a term expiring December 31, 2017 and the appointment of Frayda R. Morris to succeed Dennis Hassard in the at large representative category with a term expiring December 31, 2016.
 - B. Children and Family Services Board: Consideration of the reappointment of Warren N. Kenner, Robert L. Clark, Dr. Lisa M. King, Gina Dole, and Dr. Thomas Trevisani in the at large representative category with the terms expiring December 31, 2017 and appointment of Marc T. Christensen to succeed Wilhemina K. Ford in the at large representative category with a term expiring December 31, 2016.
 - C. Commission on Aging: Consideration of the appointment of Carmel Munroe to succeed Jose G. Mejia in the health care representative category with a term expiring on June 30, 2016.
 - D. Environmental Protection Commission: Consideration of the reappointment of Jonathan Huels in the environmental specialist representative category and David R. Ward in the agricultural interest representative category with the terms expiring December 31, 2017, and the appointment of Mark N. Corbett to succeed Michael L. Kyhos in the regulated business representative category with a term expiring December 31, 2016.
 - E. Fire and Life Safety Code Board of Adjustment and Appeals: Consideration of the appointment of Donald M. Williams in the architect category with a term expiring December 31, 2018.

- F. Health Council of East Central Florida, Inc.: Consideration of the reappointment of Stephanie D. Scarbrough in the health care provider representative category and Karrie L. Howard in the health care purchaser representative category and the appointment of Dr. Nidhi Sharma to succeed Ronald Randolph in the health care consumer representative category with terms expiring September 30, 2017. NOTE: This will be a third term for Karrie L. Howard and will require a supermajority vote of the Board of County Commissioners.
 - G. Health Facilities Authority: Consideration of the appointment of Bakari F. Burns to succeed Dr. Peter Taylor in the at large representative category with a term expiring December 31, 2018.
 - H. Housing Finance Authority: Consideration of the reappointment of Mercedes F. McCall in the low income housing representative category with a term expiring December 31, 2019.
 - I. International Drive CRA Advisory Committee: Consideration of the reappointment of Elisabeth J. Mendes in the at large representative category with a term expiring January 1, 2018.
 - J. MetroPlan Orlando Community Advisory Committee: Consideration of the appointment of Asima Azam, Fr. Jabriel S. Ballentine, and Wade C. Vose in the Orange County representative category with terms expiring December 31, 2019.
 - K. M/WBE Advisory Committee: Consideration of the appointment of Skinner Louis to succeed Patricia Rumph in the at large representative category with a term expiring on June 30, 2017.
 - L. Orange County Research and Development Authority: Consideration of the appointment of Jentri D. Casaberry to succeed Terry Owen in the at large representative category with a term expiring August 24, 2019.
 - M. Public Works Advisory Board: Consideration of the reappointment of Andrea Jernigan-Gwinn in the development industry representative category, John Miklos in the general consulting representative category, and Marybeth Morin in the transportation engineer representative category with terms expiring June 30, 2017.
 - N. Tourist Development Council: Consideration of the appointment of Claire L. Bilby to succeed Samuel W. Lau in the owner/operator of motels, hotels, rec. vehicle parks/other tourist accommodations representative category with a term expiring April 30, 2017.
3. Approval of Resolution 2015-B-10 for the issuance of Multifamily Housing Revenue Bonds, to finance the acquisition and rehabilitation of Buchanan Bay Townhomes, in Orange County, Florida, District 6, in an amount not to exceed \$16,000,000. (Housing and Finance Authority)

4. Approval of Orange County, Florida and Economic Development Commission of Mid-Florida, Inc. Agreement for Branding and Marketing and authorization to disburse \$500,000 as provided in the FY 2015-16 adopted budget. (Office of Economic, Trade and Tourism Development)

(This item was deferred.)

5. Approval of Amendment to Cosponsorship Agreement for the Disney Entrepreneur Center by and between Orange County, Disney Worldwide Services, Inc., and the University of Central Florida. (Office of Economic, Trade and Tourism Development)
6. ~~Approval of Central Florida Area Workforce Development Consortium Interlocal Agreement by and between Lake, Orange, Osceola, Seminole, and Sumter counties, and the Central Florida Regional Workforce Development Board, Inc. (Office of Economic, Trade and Tourism Development)~~

(This item was deleted.)

7. Approval to pay three quarterly payments of \$67,627.73 and a final quarterly payment of \$67,627.72 for a total of \$270,510.91 to the Florida Department of Financial Services for self-insurer assessments. These payments will satisfy the County's obligations to the State of Florida pursuant to Sections 440.49(9) and 440.51, Florida Statutes. (Risk Management Division)
8. Approval of Ratification of the Risk Management Committee approval of the commutation. (Risk Management Division)

Administrative Services Department

1. Approval to award Invitation for Bids Y16-143-DG, Leachate Hauling, to the low responsive and responsible bidder, FECC, Inc. dba AquaTech Industrial Services, in the estimated annual contract award amount of \$129,500. Further, authorized the Procurement Division to renew the contract for two additional 1-year periods. ([Utilities Department Solid Waste Division] Procurement Division)
2. Approval to award Invitation for Bids Y16-601-JS, Provide and Install Clarifier Scum Skimmer Arm Assemblies, to the low responsive and responsible bidder, Ovivo USA, LLC, in the contract award amount of \$100,995. ([Utilities Department Engineering Division] Procurement Division)
3. Approval to award Invitation for Bids Y16-604-PD, Valencia Ballroom Lighting to the low responsive and responsible bidder, Graybar Electric Co., Inc. in the total contract award amount of \$957,738. ([Convention Center Capital Planning Division] Procurement Division)

4. Approval to award Invitation for Bids Y15-771-PH, Orange County South Water Reclamation Facility Phase V Improvements, to the low responsive and responsible bidder, MWH Constructors, Inc., for base bid amount of \$62,402,275 and Additive Item in the amount of \$710,000 for a total contract award amount of \$63,112,275. The Additive Item increases the basic 3-year equipment warranty to five years. ([Utilities Department Engineering Division] Procurement Division)
5. Approval to award Invitation for Bids Y15-791-PH, Hunters Creek, Vistana and Orangewood Water Supply Facility Fuel Tank Replacement, to the sole responsive and responsible bidder, Norris & Samon Pump Service, Inc., for the total contract award amount of \$247,400. ([Utilities Department Engineering Division] Procurement Division)
6. Ratification of Purchase Order M75699, Emergency Repair for Aeration Blower Electrical Components at the South Water Reclamation Facility, with City Electric Supply Co., in the total amount of \$170,940.78. ([Utilities Department Water Reclamation Division] Procurement Division)
7. Approval of Purchase Order M76228, Renewal of Software Support and Licensing for GIS Software, with Environmental Systems Research Institute, Inc., (ESRI) in the total amount of \$122,085.52. ([Community, Environmental and Development Services Department Fiscal and Operational Support Division] Procurement Division)
8. Approval of Purchase Order M76315, Purchase and Installation Support of Six Trane Air Handlers and Eight Fan Coil Units from Trane US, Inc. in the total amount of \$461,841.01. ([Convention Center Capital Planning Division] Procurement Division)
9. Approval of Purchase Order M76317, Purchase of Carpet for Valencia Ballroom Upgrade and West Wood Lobby from Tai Ping Carpets America, Inc. in the total amount of \$250,976.88. ([Convention Center Capital Planning Division] Procurement Division)
10. Approval of Purchase Order M76462, Second Life Re-build of Caterpillar D8T Landfill Dozer, to Ring Power Corporation in the total amount of \$669,062.26. ([Utilities Department Solid Waste Division] Procurement Division)
11. Approval to award Invitation for Bids Y15-1140-PH, Sanitary Sewer CCTV and Cleaning, to the low responsive and responsible bidder, Envirowaste Services Group, Inc., in the estimated annual contract award amount of \$1,083,512.16 for a 1-year term contract. Further, authorized the Procurement Division to exercise option years one and two. ([Utilities Department Field Services Division] Procurement Division)
12. Approval of Purchase Order M76484, Maintenance and Support of the 911 Digital Voice Logging System with Replay Systems, Inc. in the amount of \$386,067.16 for a three year contract term. ([Office of Accountability Information Systems and Services Division] Procurement Division)

13. Approval and execution of Resolution 2015-M-44 and County Deeds from Orange County to the School Board of Orange County, Florida and authorization to record instrument for North of Albert's PD, Middle School and Pond Sites, Site #37-M-W-4. District 1. (Real Estate Management Division)
14. Approval and execution of Permission to Enter Property (Entry Agreement) from Orange County to State of Florida, Department of Environmental Protection, Division of Parks and Recreation and its Agency Term Contractor and delegation of authority to the Real Estate Management Division to exercise renewal options, if needed, for Pine Plantation Access Agreement. District 2. (Real Estate Management Division)
15. Approval of Temporary Access Easement between Toll FL XII Limited Partnership and Orange County and authorization to record instrument for Lakeshore Phase 1. District 1. (Real Estate Management Division)
16. Approval of Utility Easement between Sea Harbor Hospitality, LLP and Orange County, Subordination of Encumbrances to Property Rights to Orange County from American Momentum Bank and authorization to record instruments for Hampton Inn & Suites Hotel OCU Permit: B14900772 OCU File #: 77025. District 1. (Real Estate Management Division)
17. Approval of Landscape, Pedestrian, Sidewalk, Utility, and Transit Easement between BETTJA JEBAILEY, LLC, successor by merger with International Drive Development Investors, LLC and Orange County, Subordination of Encumbrances to Property Rights to Orange County from Wells Fargo Bank, National Association and authorization to record instruments for I-Drive Transit Easement (Applebee's). District 1. (Real Estate Management Division)
18. Approval of Temporary Drainage Easement between Pulte Home Corporation and Orange County and authorization to record instrument for Lakeview Pointe at Horizon West Phase 2A (PR-15-04-025). District 1. (Real Estate Management Division)
19. Approval of Donation Agreement and Warranty Deed from Pulte Home Corporation to Orange County and authorization to disburse funds to pay for relocation of improvements and closing costs and perform all actions necessary and incidental to closing for Reams Road (Royal Legacy Estates). District 1. (Real Estate Management Division)
20. Approval of Special Warranty Deed from Lennar Homes, LLC to Orange County, General Warranty Deed from Lennar Homes, LLC to Orange County and authorization to perform all actions necessary and incidental to closing for Village H – Springhill APF Conveyance. District 1. (Real Estate Management Division)

Community, Environmental and Development Services Department

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

LC 15-1357	LC 15-1207	LC 15-1454	LC 15-1568	LC 15-1023
LC 15-1378	LC 15-1275	LC 15-1459	LC 15-1616	LC 15-1032
LC 15-1460	LC 15-1289	LC 15-1462	LC 15-1153	LC 15-1111
LC 15-1080	LC 15-1361	LC 15-1505	LC 15-1455	LC 15-1135
LC 15-1158	LC 15-1396	LC 15-1545	LC 15-1456	LC 15-1142
LC 15-1172	LC 15-1401	LC 15-1565	LC 15-1457	LC 15-1246
LC 15-1180	LC 15-1406	LC 15-1566	LC 15-1526	LC 15-1338
LC 15-1200	LC 15-1408	LC 15-1567	LC 15-1637	LC 15-1418

2. Approval of Fifth Amendment to the Agreement between Orange County, Florida and Habitat for Humanity of Greater Orlando, Inc., Regarding the Neighborhood Stabilization Program 3 (NSP3) to provide an additional \$2,370,000 for the acquisition, rehabilitation, and sale of foreclosed homes to qualified homebuyers. All Districts. (Housing and Community Development Division)
3. Approval of Project Administration Agreements between Orange County and public service agencies utilizing Community Development Block Grant and Emergency Solutions Grant funds under Orange County's 2015-2016 Action Plan. All Districts. (Housing and Community Development Division)

Project Administration Agreements regarding Community Development Block Grant Fiscal Year 2015-2016 are between Orange County and the following agencies:

Capital Improvement Projects

- Aspire Health Partners, Inc.
- BETA Center, Inc.
- Center for Independent Living in Central Florida, Inc.
- Harbor House of Central Florida, Inc.
- Life Concepts, Inc.
- Primrose Center, Inc.

Public Service

- Aspire Health Partners, Inc.
- BETA Center, Inc.
- Boys and Girls Clubs of Central Florida, Inc.
- Center for Independent Living in Central Florida, Inc.
- Coalition for the Homeless of Central Florida, Inc.
- Community Coordinated Care for Children, Inc.
- Covenant House Florida, Inc.
- Harbor House of Central Florida, Inc.
- Health Care Center for the Homeless, Inc.
- Jewish Family Services of Greater Orlando, Inc.
- Lighthouse of Central Florida, Inc.
- Life Concepts d.b.a. Quest Inc.
- Primrose Center, Inc.
- Second Harvest Food Bank of Central Florida, Inc.
- Seniors First, Inc.

Project Administration Agreements regarding The Emergency Solutions Grant Fiscal Year 2015-2016 are between Orange County and the following agencies:

- Coalition for the Homeless of Central Florida, Inc.
 - Covenant House Florida, Inc.
 - Family Promise of Greater Orlando, Inc.
 - Harbor House of Central Florida, Inc.
 - Southern Territorial Headquarters of The Salvation Army dba The Salvation Army of Orlando, Florida
 - Heart of Florida United Way
 - Homeless Services Network
4. Approval of Agreement to Terminate Roadway Agreement Innovation Way Roadway Agreement – "Road E" by and between Suburban Land Reserve, Inc. and Orange County for the termination of all terms of the Agreement with the exception of the survival of Section 6(d). District 4. (Roadway Agreement Committee)
 5. Approval of Proportionate Share Agreement for Rock RDP 4, LLC (Verizon/Heartland Dental @ Corner Lakes Plaza) Chuluota Road: From Colonial Drive to Lake Pickett Road by and between Rock RDP 4, LLC and Orange County for a proportionate share payment in the amount of \$69,273. District 5. (Roadway Agreement Committee)

6. Approval of Proportionate Share Agreement for Lake Pickett Cluster Parcels 4 and 5 Chuluota Road: From Colonial Drive to Lake Pickett Road by and between Nelson & Company Incorporated, Sally D. Lineberry and Ann Saurman, Ann M. Saurman and Evans Triangle Block, LLC, and Orange County for a proportionate share payment in the amount of \$392,547. District 5. (Roadway Agreement Committee)

(This item was deferred.)

7. Approval of Hold Harmless and Indemnification Agreement Parcel ID 20-24-31-0000-00-037 by and between Frank Leistner and Alicyn Leistner and Orange County to construct a single-family residence at 12324 Kirby Smith Road, Orlando, Florida. District 4. (Zoning Division)
8. Approval of Resolution of the Orange County Board of County Commissioners regarding Opposing Proposed Legislation Preempting or Voiding Local Government Regulations on Hydraulic Fracturing, Acid Fracturing, and Well Stimulation Treatment Performed for the Purposes of Exploration or Production of Oil or Natural Gas; and Urging the Passage of a Moratorium on Hydraulic Fracturing, Acid Fracturing, and Well Stimulation Treatment in the State of Florida; Providing an Effective Date. All Districts. (Environmental Protection Division)

(This item was deferred.)

Family Services Department

1. Approval of the Community Action Board Bylaws. (Community Action Division)
2. Approval of License Agreement between Orange County, Florida and Federation of Families of Central Florida, regarding the use of Orange County's Community Centers for Pine Hills Community Center. (Community Action Division)
3. Approval of City of Orlando Callahan Neighborhood Center Orange County Head Start Program Lease Agreement for the operation of the Head Start Program. (Head Start Division)
4. Approval of Orange County Family Services Head Start Division Standard Operating Procedures. (Head Start Division)
5. Approval of December 2015 Neighborhood Pride Entranceway Grants as recommended by the Neighborhood Grants Advisory Board for Lake Sawyer Neighborhood Watch (\$5,000); Raintree Place HOA (\$5,000); High Point of Orlando Condominium Association (\$5,000) and Carmel Park Villas HOA (\$5,000). Districts 1, 4, and 5. (Neighborhood Preservation and Revitalization Division)

6. Approval of the November 2015 Business Assistance for Neighborhood Corridors Program Grants for Spring Rolls (\$5,000); Bill's Auto and RV (\$5,000); Cristian Properties, Inc. (\$5,000); and SVF Insurance (\$5,000). Districts 2, 3, 5, and 6. (Neighborhood Preservation and Revitalization Division)
7. Approval of December 2015 Neighborhood Pride Sign Grants as recommended by the Neighborhood Grants Advisory Board for Riverside Cove Neighborhood Organization (\$5,000) and Quail Hollow HOA (\$5,000). Districts 2 and 5. (Neighborhood Preservation and Revitalization Division)
8. Approval of December 2015 Neighborhood Pride Wall Repair Grant as recommended by the Neighborhood Grants Advisory Board for Green Tree Subdivision (\$6,000). District 4. (Neighborhood Preservation and Revitalization Division)

Health Services Department

1. Approval of the renewal Paratransit Services License for Falck Southeast II Corp d/b/a American Ambulance to provide wheelchair/stretchers service. The term of this License is from January 1, 2016 through January 1, 2018. There is no cost to the County. (EMS Office of the Medical Director)
2. Approval of the renewal Paratransit Services License for Good Wheels, Inc. to provide wheelchair/stretchers service. The term of this License is from December 31, 2015 through December 31, 2017. There is no cost to the County. (EMS Office of the Medical Director)
3. Approval to accept the 2015 Paul Coverdell Forensic Sciences Improvement Grant in the amount of \$3,345 from the Florida Department of Law Enforcement/National Institute of Justice (NIJ) for the grant period October 1, 2015 through September 30, 2016, and approval for the Mayor, or her designee, to sign future amendments to this grant. No county match is required. (Medical Examiner)

Public Works Department

1. ~~Approval of Locally Funded Agreement Between the State of Florida Department of Transportation and Orange County (FM#407143-6-52-01). District 6.~~

(This item was deleted.)

Utilities Department

1. Approval of: a) State of Florida Department of Transportation Utility Work by Highway Contractor Agreement (At Utility Expense), Financial Project ID: 407143-5-56-01, by and between the State of Florida Department of Transportation and Orange County, including State of Florida Department of Transportation Utility

Work by Highway Contractor Agreement (At Utility Expense) Appendix: "Change to Form Document" between the State of Florida Department of Transportation and Orange County, Financial Project Identification Number FPID 407143-5-56-01 for \$4,794,200.32; b) Three-Party Escrow Agreement by and between the State of Florida, Department of Transportation, Orange County, and the State of Florida, Department of Financial Services, Division of Treasury, Project #: 407143-5-56-01; c) State of Florida Department of Transportation Utility Work by Highway Contractor Agreement (At FDOT Expense), Financial Project ID: 407143-5-56-02, by and between the State of Florida Department of Transportation and Orange County, including State of Florida Department of Transportation Utility Work By Highway Contractor Agreement (At FDOT Expense) Appendix: "Change to Form Document" between the State of Florida Department of Transportation and Orange County, Financial Project Identification Number 407143-5-56-02; and d) Utility Preliminary Engineering Agreement between State of Florida, Department of Transportation and Orange County, FDOT FIN No. 407143-5-36-01 for the State Road 482 (Sand Lake Road) from Universal Boulevard to west of County Road 423 (John Young Parkway) road highway project. District 6. (Engineering Division)

2. Approval of: a) State of Florida Department of Transportation Utility Work by Highway Contractor Agreement (At Utility Expense), Financial Project ID: 407143-4-56-01, by and between the State of Florida Department of Transportation and Orange County, including State of Florida Department of Transportation Utility Work by Highway Contractor Agreement (At Utility Expense) Appendix: "Change to Form Document" between the State of Florida Department of Transportation and Orange County, Financial Project Identification Number FPID 407143-4-56-01 for \$1,571,821.16; b) Three-Party Escrow Agreement by and between the State of Florida, Department of Transportation, Orange County, and the State of Florida, Department of Financial Services, Division of Treasury, Project #: 407143-4-56-01; c) State of Florida Department of Transportation Utility Work by Highway Contractor Agreement (At FDOT Expense) Financial Project ID: 407143-4-56-03, by and between the State of Florida Department of Transportation and Orange County, including State of Florida Department of Transportation Utility Work by Highway Contractor Agreement (At FDOT Expense) Appendix: "Change to Form Document" between the State of Florida Department of Transportation and Orange County, Financial Project Identification Number 407143-4-56-03; and d) Utility Preliminary Engineering Agreement between State of Florida, Department of Transportation and Orange County, FDOT FIN No. 407143-4-36-01 for the State Road 482 (Sand Lake Road) from International Drive to Universal Boulevard road highway project. Districts 1 and 6. (Engineering Division)
3. Approval of: a) State of Florida Department of Transportation Utility Work by Highway Contractor Agreement (At Utility Expense), Financial Project ID: 433648-1-56-01, by and between the State of Florida Department of Transportation and Orange County, including State of Florida Utility Work by Highway Contractor Agreement (At Utility Expense) Appendix: "Change to Form Document" between the State of Florida Department of Transportation and Orange County, Financial

Project Identification Number 433648-1-56-01 for \$477,862; and b) Three Party Escrow Agreement by and between the State of Florida, Department of Transportation, Orange County Utilities, and the State of Florida Department of Financial Services, Division of Treasury, Project #: 433648-1-56-01 for the State Road 527 (Orange Avenue) from S of Lake Gatlin to N of Holden Ave. highway project. District 3. (Engineering Division)

4. Approval of Cost-Share Agreement between the St. Johns River Water Management District and Orange County, D/B/A Orange County Utilities by and between the Governing Board of the St. Johns River Water Management District and Orange County which will commit Orange County to \$49,150 (50% of the cost of the project) to replace 1,100 rain sensors at 1,100 residential properties located within the St. Johns River Water Management District. All Districts. (Water Division)

• COUNTY CONSENT AGENDA (CONTINUED)

Community, Environmental and Development Services Department (Deferred)

8. Approval of Resolution of the Orange County Board of County Commissioners regarding Opposing Proposed Legislation Preempting or Voiding Local Government Regulations on Hydraulic Fracturing, Acid Fracturing, and Well Stimulation Treatment Performed for the Purposes of Exploration or Production of Oil or Natural Gas; and Urging the Passage of a Moratorium on Hydraulic Fracturing, Acid Fracturing, and Well Stimulation Treatment in the State of Florida; Providing an Effective Date. All Districts. (Environmental Protection Division)

Commissioner Clarke discussed with the Board his concern with hydraulic fracturing and the use of water in the State of Florida.

Board discussion ensued.

Based upon input from the County Mayor, County staff proposed a modification to Section 1 of the resolution as follows:

Section 1: That the Board urges the Florida Legislature not to enact any legislation that would preempt local governments' ability ~~to carry out the will of their citizens to enact more restrictive or other permitting and regulatory acts~~ regarding the permitting and regulation of activity related to oil and gas exploration, development, production, processing, storage, and transportation within their borders, including the processes of hydraulic fracturing and acid fracturing.

Based upon input from the County Mayor, County staff proposed a modification to Section 2 of the resolution as follows:

Section 2: That the Board urges the Florida Legislature not to enact any legislation that would void existing county, municipal or other political subdivision ordinances or rules to enact more restrictive or other permitting and regulatory acts regarding the permitting and regulation of activity related to oil and gas exploration, development, production, processing, storage, and transportation within their borders, including the processes of Hydraulic Fracturing and Acid Fracturing.

County Mayor indicated the resolution is subject to correction by staff for any scriveners errors.

Board discussion ensued.

Based upon input from County staff, a modification to Section 3 of the resolution was recommended as follows:

Section 3: That the Board urges the Florida Legislature to declare an immediate statewide moratorium on the use of hydraulic fracturing and acid fracturing and takes steps to permanently ban these processes in Florida, until further scientific evaluation shows it to be environmentally sound.

Board discussion ensued.

Motion/Second: Commissioner Clarke/County Mayor Jacobs

Absent: Commissioner Thompson

AYE (voice vote): All present members

Action: The Board approved Resolution 2015-M-45 of the Orange County Board of County Commissioners regarding Opposing Proposed Legislation Preempting or Voiding Local Government Regulations on Hydraulic Fracturing, Acid Fracturing, and Well Stimulation Treatment Performed for the Purposes of Exploration or Production of Oil or Natural Gas; and Urging the Passage of a Moratorium on Hydraulic Fracturing, Acid Fracturing, and Well Stimulation Treatment in the State of Florida; Providing an Effective Date; further, modified Section 1 of the Resolution as follows:

- Section 1: That the Board urges the Florida Legislature not to enact any legislation that would preempt local governments' ability to carry out the will of their citizens to enact more restrictive or other permitting and regulatory acts regarding the permitting and regulation of activity related to oil and gas exploration, development, production, processing, storage, and transportation within their borders, including the processes of hydraulic fracturing and acid fracturing;

and further, modified Section 2 of the Resolution as follows:

- Section 2: That the Board urges the Florida Legislature not to enact any legislation that would void existing county, municipal or other political subdivision ordinances or rules to enact more restrictive or other permitting and regulatory acts regarding the permitting and regulation of activity related to oil and gas exploration, development, production, processing, storage, and transportation within their borders, including the processes of Hydraulic Fracturing and Acid Fracturing.

Motion/Second: Commissioners Edwards/Boyd

Absent: Commissioner Thompson

AYE (voice vote): Commissioners Boyd, Nelson, Edwards, Siplin

NO (voice vote): County Mayor Jacobs; Commissioner Clarke

Action: The Board amended the main motion to modify Section 3 of Resolution 2015-M-45 as follows: Section 3: That the Board urges the Florida Legislature to declare an immediate statewide moratorium on the use of hydraulic fracturing and acid fracturing and takes steps to permanently ban these processes in Florida until further scientific evaluation shows it to be environmentally sound.

• COUNTY DISCUSSION AGENDA

County Administrator

1. Election of Vice-Mayor.

Board members made nominations as follows

Commissioner Boyd nominated Commissioner Nelson as Vice-Mayor.

Commissioner Edwards nominated Commissioner Nelson as Vice-Mayor.

AYE votes cast by voice vote for Commissioner Nelson as follows: County Mayor Jacobs; Commissioners Boyd, Nelson, Clarke, Edwards, Siplin.

Member absent-Commissioner Thompson

Commissioner Nelson received a majority to succeed Commissioner Boyd as the Vice-Mayor for the 2016 calendar year; no further votes were cast.

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

2. Business Branding Initiative.

Ken Potrock, Senior Vice President and General Manager, Disney Vacation Club and Adventures by Disney, presented an update on the business branding and marketing initiative "Orlando, you don't know the half of it."

Board discussion ensued.

The following person addressed the Board: Rick Weddle.

County Administrator Lalchandani contributed to the discussion.

Action: None

and

• COUNTY CONSENT AGENDA (CONTINUED)

County Administrator (Deferred)

4. Approval of Orange County, Florida and Economic Development Commission of Mid-Florida, Inc. Agreement for Branding and Marketing and authorization to disburse \$500,000 as provided in the FY 2015-16 adopted budget. (Office of Economic, Trade and Tourism Development)

Motion/Second: County Mayor Jacobs/Commissioner Edwards

Absent: Commissioner Thompson

AYE (voice vote): All present members

Action: The Board approved the Orange County, Florida and Economic Development Commission of Mid-Florida, Inc. Agreement for Branding and Marketing; further, authorized to disburse \$500,000 as provided in the FY 2015-16 adopted budget; and further, supports efforts regarding job creation via incentives and closing funds and growing high paying jobs in the community.

Administrative Services Department

1. Selection of one firm and two ranked alternates, Request for Proposals Y16-802-SB, Design Services for Parcel J Community Park, from the following firms listed alphabetically.
 - Chastain-Skillman, Inc.
 - Cribb Philbeck Weaver Group, Inc.
 - SK Consortium, Inc.

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

Motion/Second: County Mayor Jacobs/Commissioner Edwards

Absent: Commissioner Thompson

AYE (voice vote): All present members

Action: The Board selected SK Consortium, Inc., and two ranked alternates, #1 Cribb Philbeck Weaver Group, Inc., and #2 Chastain-Skillman, Inc., Design Services for Parcel

J Community Park; and further, authorized negotiation and execution of the final contract by the Procurement Division provided that it does not exceed the budget of \$250,000, Request for Proposals Y16-802-SB.

Community, Environmental and Development Services Department

1. Annual Sustainability Report. All Districts. (Environmental Protection Division)

County staff presented the purpose and background of the first Annual Sustainability Report of Orange County.

John Martinez, Chairman of the Sustainability Advisory Board, provided an overview of the first Annual Sustainability Report, which covered the period from acceptance of the Orange County Plan, through the end of Fiscal Year 2014-2015. His presentation covered a number of success stories as well as progress toward targets and implementation of strategies in the Plan.

Action: None

- MEETING RECESSED, 11:31 a.m.

- MEETING RECONVENED, 2:10 p.m.

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

Member Absent: Commissioner Jennifer Thompson

Others Present: County Administrator Ajit Lalchandani, County Attorney Jeffrey J. Newton, Deputy County Attorney Joel Prinsell, Documents Coordinator Lakela Christian, Senior Minutes Coordinator Craig Stopyra

- RELINQUISHED CHAIR

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

- RECOMMENDATIONS

November 19, 2015 Planning and Zoning Commission Recommendations

Motion/Second: Commissioners Nelson/Clarke

Absent: County Mayor Jacobs; Commissioners Thompson, Edwards

AYE (voice vote): All present members

Action: The Board accepted the recommendations of the Orange County Planning and Zoning Commission under the date of November 19, 2015; subject to the usual right of appeal by any aggrieved party.

- PUBLIC HEARINGS

NOTE: THE FOLLOWING PUBLIC HEARINGS WERE CONSIDERED TOGETHER.

Conservation Area Impact

1. Independence Community Association Inc., permit; District 1

Applicant: Independence Community Association Inc.
Consideration: Request for a Conservation Area Impact Permit for 0.20 acre of wetland and surface water impacts associated with the construction of a semi-private boat ramp facility on Lake Speer
Location: District 1; property located at 14862 Speer Lake Drive; Section 15, Township 23 South, Range 27 East; Orange County, Florida (legal property description on file in Environmental Protection Division)

County staff identified this permit as (CAI-15-01-000).

and

Boat Ramp Permit

2. Independence Community Association Inc., Lake Speer, permit; District 1

Applicant: Independence Community Association Inc.
Consideration: Request for Permit (BR-14-04-001) to construct a semi-private boat ramp facility, pursuant to Orange County Code, Chapter 15, Article XV
Location: District 1, on Lake Speer, located at 14862 Speer Lake Drive; Section 15, Township 23 South, Range 27 East; Orange County, Florida (legal property description on file in Environmental Protection Division)

County staff identified this permit as (BR-14-04-001).

County staff indicated the application to construct a Boat Ramp Facility includes three (3) variance requests that read as follows:

17. A variance to Section 15-605(b)(8) (companion dock) is hereby granted to allow the companion dock to extend 25 feet beyond the end of the boat ramp.
18. A variance to Section 15-605(b)(20) (more than one ramp per subdivision) is hereby granted to allow an additional ramp within the Signature Lakes Subdivision.

19. A variance to Section 15-605(b)(14) (letter of credit) is hereby granted. The applicant shall provide a letter of credit or cash escrow, in the amount of ten (10) percent of the cost to construct the boat ramp facility, multiplied by 125%, in favor of OC.

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

• MEMBER JOINED: Commissioner Edwards

Motion/Second: Commissioners Boyd/Nelson

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board approved the request by Independence Community Association Inc. for a Conservation Area Impact Permit (CAI-15-01-000) for 0.20 acre of wetland and surface water impacts associated with the construction of a semi-private boat ramp facility on Lake Speer, on the described property; subject to the following conditions:

Specific Conditions:

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day period following the date of rendition of the Board of County Commissioners' decision approving the permit, unless a petition for writ of certiorari or other legal challenge has been filed within this timeframe. Any timely filed petition or other challenge shall stay the effective date of this permit until the petition or other challenge is resolved in favor of the Board's decision.
2. The wetland impacts must be completed in accordance with the plans prepared by Larry Schnaper, PE, as dated as received by the Environmental Protection Division (EPD) on November 18, 2015. Construction shall be completed within five years from issuance of this permit unless extended in writing. Requests for permit extension must be submitted to EPD prior to the expiration date.
3. Prior to any filling within the 100-year flood zone a Flood Plain Permit may be required from the Orange County Stormwater Management authorizing the fill.
4. The permittee shall monitor water quality conditions during the construction activities. The permittee will conduct a water quality monitoring program sufficient to demonstrate that there will be no immediate or long-term degradation of the water quality of Lake Speer. The plan includes a baseline water quality monitoring event conducted at least forty-eight (48) hours prior to construction, weekly monitoring events during construction, and a post-dredge monitoring event sufficient to demonstrate water quality parameters have returned to pre-dredge levels within the work area. A minimum of two (2) monitoring stations shall be located inside and two (2) stations outside the floating turbidity curtains; one (1) pair of stations at the boat basin and another at the end of the proposed channel.

The stations shall be located by a Global Positioning System (GPS) recorder and depicted on a graphic in a monitoring report. A baseline water quality monitoring report shall be submitted within fourteen (14) days of the initiation of construction. The report shall include the data and parameters listed in Specific Condition No. 5.

5. Weekly water quality monitoring reports shall be submitted during construction, and a post-dredge water quality monitoring report shall be submitted within six (6) months of completion of the project. The reports shall include, at a minimum; sampling site locations, sampling methodology, fish and wildlife observations, sampling parameters, results and discussion. The parameters to be included in the report are: pH, temperature, dissolved oxygen, turbidity, and nutrients (total nitrogen and total phosphorus). The depth of the collections shall be at 0.5 meters. Laboratory analyses shall be completed by a NELAC certified lab; field measured conditions calibration error allowances shall be as listed in the FDEP SOP FT 10000.
6. The permittee is required to maintain turbidity and sedimentation barriers until EPD has approved, in writing, the post activity water quality monitoring report that indicates the project area meets Class III surface water quality criteria as listed in F.A.C. 62-302.
7. The permittee shall notify EPD, in writing, within thirty days of any sale, conveyance, or other transfer of ownership or control of the real property subject to this permit. The permittee shall remain liable for all permit conditions and corrective actions that may be required as a result of any permit violations which occur prior to the transfer of the permit by Orange County to a subsequent owner. If applicable, no permit shall be transferred unless and until adequate financial assurance has been provided and approved by Orange County.
8. For one acre or more of disturbed land, a National Pollutant Discharge Elimination System Notice of Intent to use a Construction General Permit for stormwater discharges shall be completed and sent to EPD and copied to the EPD National Pollutant Discharge Elimination System Administrator prior to start of construction.
9. All excess lumber, scrap wood, trash, garbage, etc., shall be removed from the conservation area and surface water immediately.
10. This permit does not authorize any fill in wetlands or in areas below the Normal High Water Elevation (NHWE) of Lake Speer other than as depicted in the approved "Construction Plans."
11. Any permit extensions or minor modifications [as determined by the Environmental Protection Officer (EPO)] for the activities authorized herein may be approved by way of Consent Agenda.

General Conditions:

12. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.
13. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
14. Construction plans shall be submitted to EPD prior to initiating any construction activities for review and approval. The construction plans shall include, but are not limited to, a site plan clearly depicting the location and acreage of the impacts and preservation.
15. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
16. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
17. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee,

or convey any rights or privileges other than those specified in the permit and Chapter 15, Article X of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.

18. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
19. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
20. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
21. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.
22. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
23. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
24. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
25. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
26. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific

conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.

27. Pursuant to Section 125.022, Florida Statutes, issuance of this permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain the 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.
28. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before initiation of the project.

Motion/Second: Commissioners Boyd/Nelson

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board approved the request by Independence Community Association Inc. for a permit (BR-14-04-001) to construct a semi-private boat ramp facility on Lake Speer, on the described property; subject to the following conditions:

Specific Conditions:

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Use of the boat ramp is limited to the residents of Signature Lakes and their usual and customary guests.
3. Construction activities shall be completed in accordance with the "Independence Boat Ramp" plan submitted by Larry Schnaper, PE, dated as received on November 18, 2015 by the Environmental Protection Division (EPD). The construction of the permitted activity shall be completed within one year from issuance of this permit. Requests for permit extension must be submitted to EPD prior to the expiration date.
4. The permittee may maintain a clear access corridor below the Normal High Water Elevation (NHWE) of Lake Speer (100.5 feet mean sea level, NGVD), not to exceed 30 feet in width on this parcel. The ramp and companion dock must be located within this corridor.
5. No wake within a 100-foot radius of the boat ramp facility shall be allowed. No wake zone signage shall be installed at the end of the boat ramp, as depicted on Sheet 5 of the "Independence Boat Ramp" plan, submitted by Larry Schnaper, as

dated as received by EPD on October 15, 2015, prior to the final inspection or issuance of Certificate of Completion.

6. The parking of any car or trailer at the boat ramp facility site by individuals other than those authorized by this permit is prohibited. A "tow-away" warning sign shall be installed at the boat ramp facility site, as depicted on Sheet 5 of the "Independence Boat Ramp" plan, submitted by Larry Schnaper, as dated as received by EPD on October 15, 2015. The signage must be installed prior to final inspection or issuance of Certificate of Completion.
7. Prior to any filling within the 100-year flood zone a Flood Plain Permit must be obtained from the Orange County Stormwater Management authorizing the fill.
8. Within thirty (30) days of issuance of this permit or prior to EPD approval of the building permit, whichever comes last, a Developers Agreement, accepted and approved by Orange County (OC), shall be recorded in the public records of OC and a copy of the recorded Developers Agreement submitted to EPD.

Prior to the final inspection of the boat ramp facility or issuance of Certificate of Completion, the applicant shall submit to EPD a one-year cash escrow in the amount of ten (10) percent of the construction estimate of the boat ramp facility site, multiplied by 125 percent, in favor of OC. Please note that the ten (10) percent shall be of the cost of construction of the boat ramp and any other improvements which may be required by state or local regulations or Article XV to be built in conjunction with the type of boat ramp and the assessed value of the duly platted lot or parcel of record which is the location of any boat ramp facility.

9. The permittee will conduct a water quality monitoring program sufficient to demonstrate that there will be no immediate or long-term degradation of the water quality of Lake Speer. A baseline monitoring report that clearly shows water quality conditions prior to construction must be submitted to EPD at minimum of 48 hours prior to the permitted activity. This report needs to include, at a minimum the following information (site location sampling location documented by GPS, sampling parameters, sampling methodology, fish and wildlife observations, results and discussion).
10. The permittee is required to submit weekly monitoring reports to EPD. These reports need to include, at a minimum the following information (site location, sampling location documented by GPS, sampling parameters, sampling methodology, comparison of the gathered data, baseline information and current State Water quality standards, fish and wildlife observations, results and discussion). If at the any time the "work area" parameters fail to meet Class III surface water quality criteria as listed in F.A.C. 62-302, work shall cease until those parameters are in compliance.

11. The permittee is required to maintain the turbidity and sedimentation barriers until EPD has approved, in writing, the post activity Water Quality Monitoring report that indicates the project area meets Class III surface water quality criteria as listed in F.A.C. 62-302.
12. A permanent staff gauge shall be properly installed and maintained in a usable condition at the end of the companion dock of the boat ramp as depicted in the "Independence Boat Ramp" plan submitted by Larry Schnaper, dated as received by EPD on October 15, 2015. The accuracy of the staff gauge will be confirmed by a professional surveyor annually and at such times as the accuracy may be compromised by accident, vandalism or other occurrence. A letter shall be submitted to EPD with the survey information prior to final inspection or issuance of Certificate of Completion and following any other survey event.
13. The permittee shall restore any unauthorized wetland and/or littoral zone impacts within thirty (30) days of completion of the project. The restoration will be done to the satisfaction of EPD.
14. Electrical outlets shall be prohibited within one-hundred (100) feet of the boat ramp facility.
15. The following restriction shall apply to the operation and use of the boat ramp: No fueling is allowed at the ramp, boats with antifouling paint may not use the ramp, power loading or unloading shall be prohibited, no draining or washing of watercraft shall be permitted at the ramp and shoreline mooring shall be prohibited at the boat ramp.
16. Any permit extensions or minor modifications [as determined by the Environmental Protection Officer (EPO)] for the construction of the boat ramp facility may be approved by way of Consent Agenda.
17. A variance to Section 15-605(b)(8) (companion dock) is hereby granted to allow the companion dock to extend 25 feet beyond the end of the boat ramp.
18. A variance to Section 15-605(b)(20) (more than one ramp per subdivision) is hereby granted to allow an additional ramp within the Signature Lakes Subdivision.
19. A variance to Section 15-605(b)(14) (letter of credit) is hereby granted. The applicant shall provide a letter of credit or cash escrow, in the amount of ten (10) percent of the cost to construct the boat ramp facility, multiplied by 125%, in favor of OC.

General Conditions

20. A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
21. After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.
22. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.
23. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
24. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
25. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.

26. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
27. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
28. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
29. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
30. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate. EPD may revoke the permit upon discovery of information that may cause pollution to water bodies, cause an adverse impact on the riparian rights of other waterfront property owners, or impede the traditional use and enjoyment of the waterbody by the public.
31. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
32. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
33. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.

34. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
35. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
36. Within thirty (30) days of completion of the activities authorized herein, the permittee must provide an as-built drawing on a final survey, signed and sealed by an appropriate professional licensed by the State of Florida, with the notice of completion. The signed and sealed as-built survey shall include, but is not limited to; aerial view of the project site with the location of any conservation easements, tracts, or conservation areas, the NHWE for Lake Speer, topographic elevations and cross sections with elevation data, and complete dimensions of the companion dock and boat ramp.
37. Pursuant to Section 125.022, Florida Statutes, issuance of this construction 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 the 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.
38. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of construction.

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

Preliminary Subdivision Plan

3. Christina Baxter, Poulos & Bennett, LLC, Lake Pickett Cluster Parcel 4 & 5 PSP, Case # PSP-15-04-117; District 5

Applicant: Christina Baxter, Poulos & Bennett, LLC, Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan PSP

Consideration: Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan PSP - Case # PSP-15-04-117, submitted in accordance with Sections 34-69 and 30-89, Orange County Code; This request is to subdivide and construct 126 single-family residential dwelling units on a total of 145.38 acres.

Location: District 5, property generally located East of Chuluota Road / North of Old Lake Pickett; Orange County, Florida (legal property description on file in Planning Division)

and

• COUNTY CONSENT AGENDA (CONTINUED)

Community, Environmental and Development Services Department (Deferred)

6. Approval of Proportionate Share Agreement for Lake Pickett Cluster Parcels 4 and 5 Chuluota Road: From Colonial Drive to Lake Pickett Road by and between Nelson & Company Incorporated, Sally D. Lineberry and Ann Saurman, Ann M. Saurman and Evans Triangle Block, LLC, and Orange County, for a proportionate share payment in the amount of \$392,547. District 5. (Roadway Agreement Committee)

The following persons addressed the Board:

- Marcos Marchena
- William Lutz
- Kelly Semrad
- Emily Bonilla
- Jimmy Hester

The following material was presented to the Board prior to the close of the public hearing: Exhibit 1, from Emily Bonilla.

The following material was received by the Clerk prior to the close of the public hearing. The material referenced by the speaker was not presented to the Board: Submittal 1, from Emily Bonilla.

(Community, Environmental and Development Services Department Consent Agenda Item #6 and Public Hearing #3, Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan, were continued for consideration after Public Hearing #8.)

4. Jay R. Jackson, Kimley-Horn & Associates, Inc., Central Place PSP, Case # PSP-15-04-094; District 5

Applicant: Jay R. Jackson, Kimley-Horn & Associates, Inc., Central Place Preliminary Subdivision Plan PSP

Consideration: Central Place Preliminary Subdivision Plan PSP - Case # PSP-15-04-094, submitted in accordance with Sections 34-69 and 30-89, Orange County Code; This request is to subdivide and construct 10 single-family residential dwelling units on a total of 3.70 acres.

Location: District 5, property generally located North of University Boulevard / West of Hall Road; Orange County, Florida (legal property description on file in Planning Division)

The following persons addressed the Board:

- Tom Sullivan
- Joshua Bailey
- Jay Jackson

Based upon input by the District Commissioner and agreed upon by the applicant, County staff proposed the following new condition of approval:

Oak trees shall be provided along the west property line 40 feet on center.

• REASSUMED CHAIR

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

The applicant indicated this project would not be a gated community, therefore County staff proposed that Condition of Approval #7 be deleted.

~~7. This project shall be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291, as they may be amended from time to time.~~

County staff proposed two new conditions, which were agreed upon by the applicant, as follows:

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.

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.

County staff noted due to the deletion of Condition #7 and the addition of two new conditions, the remaining Conditions of Approval will be renumbered.

Motion/Second: Commissioners Edwards/Boyd

Absent: Commissioner Thompson

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved Central Place Preliminary Subdivision Plan PSP - Case # PSP-15-04-094 on the described property, subject to the following conditions:

1. Development shall conform to the Central Place Preliminary Subdivision Plan dated "Received October 6, 2015," 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 October 6, 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. 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.
5. 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.
6. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
7. 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.
8. 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.

9. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
10. 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.
11. 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.
12. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
13. Tree removal/earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
14. Short term/transient rental is prohibited. Length of stay shall be for 180 days or greater.
15. 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.

16. Oak trees shall be provided along the west property line 40 feet on center.

5. Claude L. Cassagnol, GTC Engineering Corporation, Colonial Sunflower (Parcel J) PD / Waterford Trails PSP, Case # PSP-15-07-197; District 4

Applicant: Claude L. Cassagnol, GTC Engineering Corporation, Colonial Sunflower (Parcel J) PD / Waterford Trails Preliminary Subdivision Plan PSP

Consideration: Colonial Sunflower (Parcel J) PD / Waterford Trails Preliminary Subdivision Plan PSP - Case # PSP-15-07-197, submitted in accordance with Sections 34-69 and 30-89, Orange County Code; This request is to subdivide and construct 140 single-family attached residential dwelling units on a total of 18.20 acres.

Location: District 4, property generally located South of Avalon Reserve Boulevard / West of Avalon Park Boulevard; Orange County, Florida (legal property description on file in Planning Division)

The following person addressed the Board: Bob Harrell.

Motion/Second: Commissioners Edwards/Clarke

Absent: Commissioner Thompson

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved Colonial Sunflower (Parcel J) PD / Waterford Trails Preliminary Subdivision Plan PSP - Case # PSP-15-07-197 on the described property, subject to the following conditions:

1. Development shall conform to the Colonial Sunflower (Parcel J) PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Waterford Trails Preliminary Subdivision Plan dated "Received October 6, 2015," 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 October 6, 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. 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.
5. 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.
6. This project shall be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291, as they may be amended from time to time.
7. 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).
8. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.

9. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
10. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
11. Short term / transient rental is prohibited. Length of stay shall be for a minimum of 180 days.
12. CC&Rs shall reflect that the HOA shall enforce no parking in the T-shaped turn around areas at the end of dead end roads to allow for access by garbage collection vehicles.
13. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
14. The applicant shall enter into a Use Agreement which outlines the applicant's responsibility for the aesthetic maintenance of the Orange County pond adjacent to Pond 2.
15. An updated Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.

16. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.

Rezoning

6. Darcy Unroe, Unroe Engineering, Inc., Case # LUP-14-05-122; District 1

Applicant: Darcy Unroe, Unroe Engineering, Inc., Buena Vista Cay PD/LUP - Case # LUP-14-05-122

Consideration: Request to rezone two (2) parcels containing 2.06 acres from R-CE (Country Estate District) to PD (Planned Development District) for purposes of constructing up to fourteen (14) timeshare units (without lockout unit capabilities). In addition, the following waivers from the Buena Vista North (BVN) District Standards of Orange County Code have been requested:

1. A waiver from Section 38-1392 to allow a minimum lot size of 2.06 acres, in lieu of a minimum lot size of 4.5 acres; and
2. A waiver from Section 38-1394 to eliminate the streetscape landscaping requirements along the adjacent and unopened Commercial Street right-of-way; pursuant to Orange County Code, Chapter 30.

Location: District 1, property located at 11753 Ruby Lake Road; or generally located at the southeast intersection of Ruby Lake Road and 8th Street; Orange County, Florida (legal property description on file)

The following persons addressed the Board:

- Paul Chipok
- Iqbal Gagan

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

- Exhibit 1, from Iqbal Gagan
- Exhibit 2, from Paul Chipok

Based upon input from the District Commissioner and agreed upon by the applicant, the following new condition was proposed as follows:

The Development Plan shall be brought back before the Board of County Commissioners.

Based upon input from the District Commissioner and agreed upon by the applicant, County staff proposed the following modification to Condition of Approval #11 as follows:

Length of stay shall be a minimum of two (2) weeks and not to exceed 179 days.

Motion/Second: Commissioners Boyd/Nelson

Absent: Commissioner Thompson

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, approved the request by Darcy Unroe, Unroe Engineering, Inc., Buena Vista Cay PD/LUP - Case # LUP-14-05-122 to rezone two (2) parcels containing 2.06 acres from R-CE (Country Estate District) to PD (Planned Development District) for purposes of constructing up to fourteen (14) timeshare units (without lockout unit capabilities); and further, the following waivers from the Buena Vista North (BVN) District Standards of Orange County Code have been requested:

1. A waiver from Section 38-1392 to allow a minimum lot size of 2.06 acres, in lieu of a minimum lot size of 4.5 acres; and
2. A waiver from Section 38-1394 to eliminate the streetscape landscaping requirements along the adjacent and unopened Commercial Street right-of-way,

on the described property; subject to the following conditions, as amended below:

1. Development shall conform to the Buena Vista Cay Planned Development / Land Use Plan (PD/LUP) dated "Received August 19, 2015," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received August 19, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
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 the 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 Capacity Encumbrance Letter or a Capacity Reservation Certificate.
6. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to construction plan approval.
7. The Developer shall obtain water, wastewater, and reclaimed service from Orange County Utilities.
8. The subject property is located within the Buena Vista North (BVN) Overlay District, and with the exception of any waivers explicitly granted by the BCC, shall comply with all applicable development standards addressed under Chapter 31.5 and/or Chapter 38-1391.

9. Outdoor sales, storage, and display shall be prohibited.
10. 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.
11. Length of stay shall be a minimum of two (2) weeks and not to exceed 179 days.
12. The following waivers from the Buena Vista North (BVN) Overlay District Standards of Orange County Code are granted:
 - a. A waiver from Section 38-1392 to allow a minimum lot size of 2.06 acres, in lieu of a minimum lot size of 4.5 acres; and
 - b. A waiver from Section 38-1394 to eliminate the streetscape landscaping requirement along adjacent and unopened commercial street rights-of-way.

• MEMBER EXITED: Commissioner Edwards

Motion/Second: Commissioners Boyd/Nelson

Absent: Commissioner Thompson, Edwards

AYE (voice vote): All present members

Action: The Board amended the main motion to the previously approved request to add the following condition of approval:

13. The Development Plan shall be brought back before the Board of County Commissioners for review.

Ordinance

7. Amending Orange County Code, Chapter 31.5 Sign Code, pertaining to Sign Code, Billboard Ordinance

Consideration: AN ORDINANCE OF ORANGE COUNTY, FLORIDA, AMENDING THE SIGN CODE, CODIFIED AT CHAPTER 31.5 OF THE ORANGE COUNTY CODE; AND PROVIDING AN EFFECTIVE DATE

County staff made a presentation and highlighted language incorporated into the draft billboard ordinance considered by the Board.

County staff proposed the following changes to the ordinance:

- Section 31.5-126(l)

A billboard located within five hundred (500) feet of any toll plaza of any limited access highway, and any associated structure or facility, which five hundred (500) feet shall be measured along the edge of pavement of the limited access highway, shall be set back at least five hundred (500) feet from the edge of the right-of-way of the limited access highway.

- Section 31.5-126(m)(2)

(2) a billboard shall be set back at least five hundred (500) feet from the edge of the right-of-way, with the setback area commencing at the point that is five hundred (500) feet beyond one end of a ramp of a limited access highway, continuing along the outside edge of the entire length of the ramp, and terminating at the point that is five hundred (500) feet beyond the end of the other ramp. The five hundred (500) foot linear distance from an end of a ramp shall be measured beginning at the gore point of the ramp.

County staff noted that there are three (3) Appendix Maps attached to the draft ordinance. County staff reviewed and revised the maps and recommends only two maps be approved as part of the Ordinance. The final ordinance will include Revised Appendix Map A (1) and Revised Appendix Map A (2).

Motion/Second: Commissioners Clarke/Nelson
Absent: Commissioner Thompson, Edwards
AYE (voice vote): All present members

Action: The Board made a determination that this ordinance will not have a substantial economic impact on development; further, made finding of consistency with the Comprehensive Plan; and further, adopted Ordinance 2015-24 amending Orange County Code, Chapter 31.5 Sign Code, pertaining to Sign Code, Billboard Ordinance with the aforementioned additional changes as described below.

- Section 31.5-126(l)

A billboard located within five hundred (500) feet of any toll plaza of any limited access highway, and any associated structure or facility, which five hundred (500) feet shall be measured along the edge of pavement of the limited access highway, shall be set back at least five hundred (500) feet from the edge of the right-of-way of the limited access highway.

- Section 31.5-126(m)(2)

(2) a billboard shall be set back at least five hundred (500) feet from the edge of the right-of-way, with the setback area commencing at the point that is five hundred (500) feet beyond one end of a ramp of a limited access highway, continuing along the outside edge of the entire length of the ramp, and terminating at the point that is five

hundred (500) feet beyond the end of the other ramp. The five hundred (500) foot linear distance from an end of a ramp shall be measured beginning at the gore point of the ramp.

- Revised Appendix Map A (1) and Revised Appendix Map A (2) are to be included as part of Ordinance.

Board of Zoning Adjustment Appeal

8. AMPROP Corners, Inc., China Garden, Case # VA-15-11-107, November 5, 2015; District 1

Appellant: AMPROP Corners, Inc.
Applicant: China Garden
Case: Board of Zoning Adjustment Case # VA-15-11-107; November 5, 2015
Consideration: Appeal of the recommendation of the Board of Zoning Adjustment on a request by applicant to allow on-site consumption of beer and wine (2 COP license) 259 ft. from Olympia High School in lieu of 1000 ft.
Location: District 1; property generally located Northeast corner of Conroy Windermere Rd. and S. Apopka Vineland Rd.; Orange County, Florida (legal property description on file in Zoning Division)

- MEMBER RE-ENTERED: Commissioner Edwards

The following persons addressed the Board:

- Joe Nisbett
- Liying Zhang

The following material was presented to the Board prior to the close of the public hearing: Exhibit 1, from Joe Nisbett.

Board discussion ensued.

Motion/Second: Commissioners Boyd/Edwards
Absent: Commissioner Thompson
AYE (voice vote): All present members
Action: The Board overruled the decision of the Orange County Board of Zoning Adjustment and approved the request by China Garden to allow on-site consumption of beer and wine (2 COP license) 259 ft. from Olympia High School in lieu of 1000 ft., on the described property; subject to the following conditions:

1. Development in accordance with site plan dated September 16, 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. This approval shall be limited to QingB, LLC., the China Garden restaurant located at 8833 Conroy Windermere Rd., for a 2 COP license to serve beer and wine for on-site consumption only.

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

Preliminary Subdivision Plan, Continued

3. Christina Baxter, Poulos & Bennett, LLC, Lake Pickett Cluster Parcel 4 & 5 PSP, Case # PSP-15-04-117; District 5

Applicant: Christina Baxter, Poulos & Bennett, LLC, Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan PSP

Consideration: Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan PSP - Case # PSP-15-04-117, submitted in accordance with Sections 34-69 and 30-89, Orange County Code; This request is to subdivide and construct 126 single-family residential dwelling units on a total of 145.38 acres.

Location: District 5, property generally located East of Chuluota Road / North of Old Lake Pickett; Orange County, Florida (legal property description on file in Planning Division)

and

• COUNTY CONSENT AGENDA (CONTINUED)

Community, Environmental and Development Services Department (Deferred)

6. Approval of Proportionate Share Agreement for Lake Pickett Cluster Parcels 4 and 5 Chuluota Road: From Colonial Drive to Lake Pickett Road by and between Nelson & Company Incorporated, Sally D. Lineberry and Ann Saurman, Ann M. Saurman and Evans Triangle Block, LLC, and Orange County, for a proportionate share payment in the amount of \$392,547. District 5. (Roadway Agreement Committee)

The following person addressed the Board: Marcos Marchena.

Based upon input from the applicant and agreed upon by staff, the following four (4) new proposed conditions were announced by the applicant:

Condition of Approval #20:

A 6 foot tall screen wall/fence along lots 56 thru 59 and 70 thru 77 within a 10 foot easement per section 34-209 of the Orange County Code. Wall may be brick, stone, CMU with a brick or artificial stone veneer, precast, or some combination thereof with integrated decorative caps. A continuous hedge along the wall, except where understory trees are planted, within the same 10 foot easement as the wall/fence. Understory trees 30 foot on center along the same lots and within the same 10 foot easement as the wall/fence and hedge.

Condition of Approval #21:

Planting of two of the six trees to be planted on lots 56 thru 59 and 70 thru 77 will be near the wall/fence to provide a visual buffer to the rear of the houses.

Condition of Approval #22:

Subdivision lighting will be consistent with Orange County lighting code and will contain full cutoff fixtures.

Condition of Approval #23:

The rear setback for lots 56 thru 59 and 70 thru 77 will be increased to 50 feet.

Motion/Second: Commissioners Edwards/Siplin

Absent: Commissioner Thompson

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan PSP - Case # PSP-15-04-117 on the described property, subject to the following conditions:

1. Development shall conform to the Lake Pickett Cluster Parcel 4 & 5 Preliminary Subdivision Plan dated "Received October 23, 2015," 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 October 23, 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. 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.
5. 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 Construction Plan submittal.

6. 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.
7. 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.
8. 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.
9. Unless the property is otherwise vested or exempt, the applicant must apply for a capacity encumbrance letter (CEL) prior to construction plan submittal, must obtain a CEL prior to construction plan approval, and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
10. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all

disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.

11. Prior to commencement of any earth work or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
12. Prior to 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).
13. 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.
14. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division (EPD) of Orange County unless the activity conducted is not required to obtain approval from FDEP in accordance with Florida Statutes. 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., unless the activity conducted is not required to obtain approval from FDEP in accordance with Florida Statutes.
15. 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 any other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall first apply for an Orange County Dock Construction Permit prior to installation. Application shall be made to the Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction.
16. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.

17. 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.
18. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
19. The developer is required to provide a five-foot wide sidewalk along the entire Old Lake Pickett Road frontage.
20. A 6 foot tall screen wall/fence along lots 56 thru 59 and 70 thru 77 within a 10 foot easement per section 34-209 of the Orange County Code. Wall may be brick, stone, CMU with a brick or artificial stone veneer, precast, or some combination thereof with integrated decorative caps. A continuous hedge along the wall, except where understory trees are planted, within the same 10 foot easement as the wall/fence. Understory trees 30 foot on center along the same lots and within the same 10 foot easement as the wall/fence and hedge.
21. Planting of two of the six trees to be planted on lots 56 thru 59 and 70 thru 77 will be near the wall/fence to provide a visual buffer to the rear of the houses.
22. Subdivision lighting will be consistent with Orange County lighting code and will contain full cutoff fixtures.
23. The rear setback for lots 56 thru 59 and 70 thru 77 will be increased to 50 feet.

Motion/Second: Commissioners Edwards/Siplin

Absent: Commissioner Thompson

AYE (voice vote): All present members

Action: The Board approved the Proportionate Share Agreement for Lake Pickett Cluster Parcels 4 and 5 Chuluota Road: From Colonial Drive to Lake Pickett Road by and between Nelson & Company Incorporated, Sally D. Lineberry and Ann Saurman, Ann M. Saurman and Evans Triangle Block, LLC, and Orange County, for a proportionate share payment in the amount of \$392,547.

• MEMBER EXITED: Commissioner Nelson

NOTE: THE FOLLOWING PUBLIC HEARINGS WERE CONSIDERED TOGETHER.

Development Plan

9. Raymond Stangle, Jordan & Associates Consulting, LLC, Vista Centre PD / Black Angus Development Plan (DP), Case # DP-15-06-162; District 1

Applicant: Raymond Stangle, Jordan & Associates Consulting, LLC, Vista Centre PD / Black Angus Development Plan (DP) – Case # DP-15-06-162

Consideration: Vista Centre PD / Black Angus Development Plan (DP) submitted in accordance with Article II of the Orange County Subdivision Regulations; This request is to construct a 7,860 square foot gift shop, a 6,000 square foot (196 seat) restaurant, an 80 square foot tourist information kiosk and a small miniature golf area on 1.16 acres.

Location: District 1, property located at 12399 S. Apopka Vineland Road; generally located on the east of S.R. 535, approximately 400 feet south of Palm Parkway; Orange County, Florida (legal property description on file in Planning Division)

and

Substantial Change

10. Raymond Stangle, Jordan & Associates, LLC., Vista Centre Planned Development (PD), Case # CDR-15-06-164, amend plan; District 1

Applicant: Raymond Stangle, Jordan & Associates, LLC, Vista Centre Planned Development (PD), Case # CDR-15-06-164

Consideration: Substantial change request to amend the Vista Centre PD by amending PD Parcel 4 development entitlements from 7,000 square feet of commercial (restaurant with 280 seats) to 14,100 square feet of commercial (restaurant, gift shop, and tourist information kiosk). In addition, the following five (5) waivers are requested from Orange County Code:

1. A waiver from Chapter 38-1234(3)(d) to provide a minimum open space of twenty-three percent (23%) in lieu of a minimum twenty-five percent (25%) open space.
2. A waiver from Section 38-1272(a)(1) to allow a maximum impervious coverage of eighty-two (82) percent for commercial development, in lieu of a maximum impervious coverage of seventy (70) percent for commercial development.
3. A waiver from Section 38-1287(1) & (2) to allow a minimum thirty-five (35) foot building setback from an abutting arterial right-of-way for the proposed tourist information kiosk and main building, in lieu of a minimum sixty (60) foot building setback from an abutting arterial right-of-way.
4. A waiver from Section 38-1287 (2) & (4) to allow a minimum five (5) foot setback from the northern side property line only, in lieu of a minimum thirty (30) foot side property line setback, and a minimum seven and one-half (7.5) foot paving setback.
5. A waiver to allow required parking for this development to be determined by the provisions of Chapter 38-1478 only, in lieu of the parking calculation requirements for "restaurants" and "general business establishments" as otherwise listed in Chapter 38-1476(a); 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 12399 S. Apopka Vineland Road; generally located on the east of S.R. 535, approximately 400 feet south of Palm Parkway; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Clarke

Absent: Commissioners Nelson, Thompson

AYE (voice vote): All present members

Action: The Board continued the public hearings until January 26, 2016, at 2 p.m.

• MEMBER RE-ENTERED: Commissioner Nelson

11. Jennifer Stickler, Kimley-Horn & Associates, Inc., Gooding's Plaza Planned Development / Land Use Plan (PD / LUP), Case # CDR-14-12-352, amend plan; District 6

Applicant: Jennifer Stickler, Kimley-Horn & Associates, Inc., Gooding's Plaza Planned Development / Land Use Plan (PD / LUP) - Case # CDR-14-12-352

Consideration: Substantial change request to amend the Gooding's Plaza Planned Development / Land Use Plan (PD/LUP) by adding "amusement" as a permitted use; increase the maximum building height from 75 feet to 450 feet; and by incorporating a Master Sign Plan (MSP) associated with the following Orange County Code waiver requests:

1. A waiver from Section 31.5-166(A) to allow a maximum copy area for proposed signs 2, 3, and 4 to be two hundred twenty-three (223) square feet, in lieu of a maximum copy area of sixty (60) square feet;
2. A waiver from Section 31.5-166(B) to allow a maximum height for proposed signs 2, 3, and 4 to be eighteen feet – two inches (18'-2"), in lieu of a maximum height of eight (8) feet; and
3. A waiver from Section 31.5-166(E) to allow proposed signs 2, 3, and 4 to advertise off-site establishments / businesses, but specifically those establishments / businesses within the PD 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 6; property located at 8255 International Drive; or generally located east of International Drive and south of Sand Lake Road; Orange County, Florida (legal property description on file).

County staff noted that since the Development Review Committee (DRC) meeting, Condition of Approval #8 was modified and expanded to address the master plan and connectivity.

Condition #8 to read as follows:

The International Drive Entertainment Master Plan ("Master Plan") dated November 30, 2015 is intended to be implemented incrementally over a period of twenty (20) years. Development within the Gooding's Plaza PD shall be consistent with the vehicular and pedestrian street network depicted on the Master Plan, which ultimately includes a north-south extension of Riley Park Way from the Orlando International Hotel PD to the Wyndham Resort PD, and an enhanced east-west street located between International Drive and Universal Boulevard.

A certificate of occupancy shall not be issued for any new development within the Gooding's Plaza PD until the north-south extension of Riley Park Way has been completed in the portion of the PD controlled by Orlando Hotel International SPE, LLC, their successors or assigns. However, enhancements to the east-west street located immediately north of the largest of the four existing (*existing as of December 15, 2015*) Gooding's Plaza structures (the "Primary Structure") shall be completed prior to (or in conjunction with) any redevelopment of the Primary Structure which is determined to be a substantial change.

The following persons addressed the Board:

- Chuck Whittall
- Joshua Wallack
- Sandra Redmond
- Nick Pope
- John Stine

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

- Exhibit 1, from Chuck Whittall
- Exhibit 2, from Nick Pope

Based upon input from the County Mayor and agreed upon by the applicant, County staff proposed the following new condition of approval:

Condition of Approval #9:

Maximum height of the Starflyer shall be up to 450 feet. All other structures shall comply with the existing code applicable to the site as amended from time to time.

County staff noted that existing Condition of Approval #9 is renumbered to Condition of Approval #10.

Board discussion ensued.

Motion/Second: Commissioners Siplin/Nelson

Absent: Commissioner Thompson

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 Jennifer Stickler, Kimley-Horn & Associates, Inc., Gooding's Plaza Planned Development / Land Use Plan (PD / LUP) - Case # CDR-14-12-352, to amend the Gooding's Plaza Planned Development / Land Use Plan (PD/LUP) by adding "amusement" as a permitted use; increase the maximum building height from 75 feet up to 450 feet; and by incorporating a Master Sign Plan (MSP) associated with the following Orange County Code waiver requests:

1. A waiver from Section 31.5-166(A) to allow a maximum copy area for proposed signs 2, 3, and 4 to be two hundred twenty-three (223) square feet, in lieu of a maximum copy area of sixty (60) square feet;
2. A waiver from Section 31.5-166(B) to allow a maximum height for proposed signs 2, 3, and 4 to be eighteen feet – two inches (18'-2"), in lieu of a maximum height of eight (8) feet; and
3. A waiver from Section 31.5-166(E) to allow proposed signs 2, 3, and 4 to advertise off-site establishments / businesses, but specifically those establishments / businesses within the PD only;

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

1. Development shall conform to the Gooding's Plaza Planned Development / Land Use Plan (PD/LUP) dated "Received July 16, 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 July 16, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to obtaining a building permit. Nothing in this condition and nothing in the decision to approve this land use plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
5. A waiver is granted from Section 31.5-166(A) to allow a maximum copy area for the proposed signs 2, 3, and 4 to be two hundred twenty three (223) square feet in lieu of the maximum copy area of sixty (60) square feet.
6. A waiver is granted from Section 31.5-166(B) to allow a maximum height for the proposed signs 2, 3, and 4 to be eighteen feet two inches (18' 2") in lieu of the maximum height of eight (8) feet.
7. A waiver is granted from Section 31.5-166(E) to allow signs 2, 3, and 4 to advertise establishments / businesses off-site, specifically, those establishments / businesses within the PD only.

8. The International Drive Entertainment Master Plan ("Master Plan") dated November 30, 2015 is intended to be implemented incrementally over a period of twenty (20) years. Development within the Gooding's Plaza PD shall be consistent with the vehicular and pedestrian street network depicted on the Master Plan, which ultimately includes a north-south extension of Riley Park Way from the Orlando International Hotel PD to the Wyndham Resort PD, and an enhanced east-west street located between International Drive and Universal Boulevard.

A certificate of occupancy shall not be issued for any new development within the Gooding's Plaza PD until the north-south extension of Riley Park Way has been completed in the portion of the PD controlled by Orlando Hotel International SPE, LLC, their successors or assigns. However, enhancements to the east-west street located immediately north of the largest of the four existing (existing as of December 15, 2015) Gooding's Plaza structures (the "Primary Structure") shall be completed prior to (or in conjunction with) any redevelopment of the Primary Structure which is determined to be a substantial change.

9. Maximum height of the Starflyer shall be up to 450 feet. All other structures shall comply with the existing code applicable to the site as amended from time to time.
10. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 17, 2001, shall apply:
- a. With the exception of any waivers granted, signage shall be consistent with the approved master sign plan.
 - b. Signs 1, 5, and 6 [12-foot-high (12'); eight-foot-wide (8'); with 80 square feet of copy area] shall be reduced in height to 10 feet and shall be retained until substantial redevelopment of the shopping center occurs.
 - c. Prior to or in conjunction with any new development, all the CPD standards, including the provision of ten-foot (10') sidewalks, pedestrian rest areas, and transit services, shall be provided or upgraded throughout the PD.
 - d. If off-site retention is found by developer and deemed appropriate by the County Engineer, this shall constitute a non-substantial change to the land use plan.
 - e. A master wastewater plan and collection system study including calculations shall be approved prior to approval of construction plans.
 - f. Prior to development plan approval, a developer's agreement needs to be in place to address the maintenance and functioning of the drainage system.
 - g. A 20-foot building setback shall be required along the northern property line.

- h. There shall be no more than two hotel buildings constructed along the northern boundary of the subject property. Only hotel buildings shall be located along the northern boundary of the subject property.
- i. An irrigated landscape buffer consisting of one live oak, seven inches (7") in caliper, every 50 feet and a continuous anise hedge running along the northern property line from a point beginning 210 feet from International Drive and ending 300 feet from Universal Boulevard. The existing fence on the north line shall not be removed. Furthermore, if the existing fence along the northern boundary is determined by survey to be within the boundaries of the subject property, it shall be retained.
- j. A 35-foot easement shall be provided along International Drive.

• RELINQUISHED CHAIR

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

12. Thomas Sullivan, Gray-Robinson, Vineland Pointe Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-05-145, amend plan; District 1

Applicant: Thomas Sullivan, Gray-Robinson, Vineland Pointe Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-05-145

Consideration: Substantial change request to amend the Vineland Pointe PD by increasing PD Phase I development entitlements from 440 residential units to 800 residential units and 120,793 square feet of commercial, and by adding "Tourist Commercial" as a permitted use within PD Phase I; 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 Darryl Carter Parkway, approximately 2,000 feet north of S. International Drive; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Nelson

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board continued the public hearing until February 9, 2016, at 2 p.m.

13. Mary Solik, Doty Solik Law, Waterford Lakes Office Park Planned Development (PD), Case # CDR-15-07-195, amend plan; District 4

Applicant: Mary Solik, Doty Solik Law, Waterford Lakes Office Park Planned Development (PD), Case # CDR-15-07-195

Consideration: Substantial change request to amend the Waterford Lakes Office Park PD by including a monopole wireless telecommunications tower and associated ground equipment as a permitted use. In addition, the following two (2) waivers are requested from Orange County Code, applicable to Parcel ID Number 27-22-31-9063-02-000 only:

1. A waiver from Section 38-1272(a)(3) to allow for a 5-foot side yard setback for telecommunications tower ground equipment only, in lieu of a 10-foot side yard setback.
2. A waiver from Section 38-1272(a)(3) to allow for a 9-foot setback for the telecommunications tower and a 5-foot setback for the telecommunications tower ground equipment only, in lieu of the required 60-foot front setback from an expressway; 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 located at 12315 Lake Underhill Road; generally located south of S.R. 408 / East-West Expressway and east of North Alafaya Trail; Orange County, Florida (legal property description on file in Planning Division)

The following person addressed the Board: Mary Solik.

Motion/Second: Commissioners Boyd/Edwards

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; further, approved the substantial change request by Mary Solik, Doty Solik Law, Waterford Lakes Office Park Planned Development (PD), Case # CDR-15-07-195, to amend the Waterford Lakes Office Park PD by including a monopole wireless telecommunications tower and associated ground equipment as a permitted use; and further, the following two (2) waivers are requested from Orange County Code, applicable to Parcel ID Number 27-22-31-9063-02-000 only:

1. A waiver from Section 38-1272(a)(3) to allow for a 5-foot side yard setback for telecommunications tower ground equipment only, in lieu of a 10-foot side yard setback.
2. A waiver from Section 38-1272(a)(3) to allow for a 9-foot setback for the telecommunications tower and a 5-foot setback for the telecommunications tower ground equipment only, in lieu of the required 60-foot front setback from an expressway;

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

1. Development shall conform to the Waterford Lakes Office Park Planned Development / Land Use Plan (PD/LUP) dated "Received October 5, 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 of this land use plan dated "Received October 5, 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. Outside sales, storage, and display shall be prohibited.
5. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with the Master Sign Plan and BZA approvals.

6. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
7. The existing electronic sign located on the medical building within shall be replaced prior to permit approval with a back lit box sign, consistent with Orange County regulations as to size. No video display shall be permitted.
8. The following waivers from Orange County Code are granted to Parcel I.D. Number 27-22-31-9063-02-000 only:
 - a. A waiver from Section 38-1272(a)(3) to allow for a 5-foot side yard setback for telecommunications tower ground equipment only, in lieu of a 10-foot side yard setback; and
 - b. A waiver from Section 38-1272(a)(3) to allow for a 9-foot front setback for the telecommunications tower and a 5-foot front setback for the telecommunications tower ground equipment only, in lieu of the required 60-foot front setback from an expressway.
9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 5, 2011, March 20, 2001, June 8, 1999, and October 29, 1996 shall apply:
 - a. Prior to construction plan approval, certification with supporting calculations shall be submitted which indicates that the outfall system has the capacity to accommodate this project.

Substantial Change

14. Jay Jackson, Kimley-Horn and Associates, Inc., VOA-Nerbonne Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-09-276, amend plan; District 1

Applicant: Jay Jackson, Kimley-Horn and Associates, Inc., VOA-Nerbonne Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-09-276

Consideration: Substantial change request to amend the VOA-Nerbonne Planned Development / Land Use Plan (PD/LUP) by removing the maximum residential land area calculations and adding a note that future development shall be consistent with the maximum residential land area found in Comprehensive Plan Policy ID1.1.7; 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 7510 Lake Street; or generally located at the southwest corner of Lake Street and Daryl Carter Parkway; Orange County, Florida (legal property description on file)

The following person addressed the Board: Jay Jackson.

Motion/Second: Commissioners Boyd/Nelson

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Jay Jackson, Kimley-Horn and Associates, Inc., VOA-Nerbonne Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-09-276, to amend the VOA-Nerbonne Planned Development / Land Use Plan (PD/LUP) by removing the maximum residential land area calculations and adding a note that future development shall be consistent with the maximum residential land area found in Comprehensive Plan Policy ID1.1.7; which constitutes a substantial change to the development on the described property; subject to the following conditions:

1. Development shall conform to the VOA-Nerbonne Planned Development / Land Use Plan (PD/LUP) dated "September 22, 2015," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "September 22, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or

otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Except as amended, modified, and/or superseded, the following BCC Conditions of Approval dated May 19, 2015 shall apply:
 - a. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to issuance of the initial certificate of occupancy. Nothing in this condition and nothing in the decision to approve this land use plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
 - b. Multi-family use is prohibited on Tracts 1 and 2; and shall be permitted strictly within PD Tract 4 only.
 - c. The following Education Condition of Approval shall apply:
 - 1) Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board [and Orange County] as of August 29, 2013.
 - 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 zero (0) residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. 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, 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.
 - 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.
 - 5) 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.
- d. With the exception of Tract 4, no permanent residency by school-aged children may be generated as a result of any development within the PD.
 - e. Development shall conform to the conversion matrix as approved by Orange County.
5. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated May 13, 2014, shall apply:
 - a. The developer shall obtain water, wastewater, and reclaimed water from Orange County Utilities.
 - b. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed water, wastewater, and reclaimed water systems have been designed to support the PD.
 - c. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with the Tourist Commercial standards of Ch. 31.5.
 - d. If Tracts 1, 2 and 4 exceed their trip entitlements of 1,056 maximum peak hour traffic trips, then the excess trips shall be subject to concurrency.
 - e. In lieu of the easements prescribed by I-Drive Activity Center Policies ID1.2.15, ID2.3.3 and ID2.2.2, a bus pull-out bay shall be provided on Fenton Street (aka Daryl Carter Parkway) just south of the Fenton / Lake Street intersection, and two pedestrian accesses to Fenton Street shall be provided from the property, one near the Lake Street intersection and the other in the middle of the parcel near the southern end of the bus pull-out bay. Setbacks are as approved on the plan date stamped "Received January 29, 2014".

6. Except as amended, modified, and/or superseded, the following BCC Conditions of Approval dated June 2, 2009, May 2, 2006, and June 10, 2008, shall apply:
 - a. I-Drive Condition of Approval: the following International Drive strategic conditions shall apply:
 - 1) Permitted and prohibited uses shall be those specified in Policies 1.1.4 and 1.1.6 of the International Drive Activity Center element. 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.
 - 2) The development guidelines of the International Drive Activity Center shall apply to the subject property if they are established or in progress prior to each development plan submittal including but not limited to, landscaping standards, lighting standards, sign regulations, open space standards, building orientation and design, and location of parking lots.
 - 3) The property owners shall be required to participate in the International Drive Property Owner's Association upon its creation.
 - 4) Stormwater management facilities shall be designed as an aesthetic feature except when determined by the County Engineer to be technically unfeasible.
 - 5) The Development Plan shall provide for interconnection of adjacent developable parcels either by cross-access easements or public right-of-way. This shall include connection into and continuation of an area wide transportation plan for the International Drive Activity Center.
 - 6) Electrical distribution lines shall be underground.
 - 7) Participation in a shuttle service connecting area attractions, major transportation center, and on-site development shall be provided.
 - b. The maximum height for Tract 2 shall be 200 feet / 20 stories and the maximum heights for Tracts 1 & 4 shall be 100 feet / 6 stories.

Substantial Change

15. John Prowell, VHB, Inc., Village F Master Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-10-286, amend plan; District 1

Applicant: John Prowell, VHB, Inc., Village F Master Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-10-286

Consideration: Substantial change request to the Village F Master PD to apply the following five (5) waivers from Orange County Code to Parcels S-6 and N-35 (Village Center District) only, as depicted on the PD / LUP:

1. A waiver from Orange County Code Section 38-1258(a) to allow a maximum height of three (3) stories and forty-five (45) feet for multi-family residential buildings located within one hundred (100) feet, but greater than fifteen (15) feet, from single family zoned property; in lieu of a maximum height of one single story for multi-family residential buildings located within one-hundred (100) feet of single family zoned property.
2. A waiver from Orange County Code Section 38-1258(b) to allow a maximum height of three(3) stories and forty-five (45) feet for 100% of the multi-family residential buildings located between one-hundred plus (100+) feet and one hundred fifty (150) feet from single family zoned property; in lieu of varying building heights with a maximum of 50% of the buildings being a maximum of three (3) stories and forty (40) feet and the remaining buildings being one (1) or two (2) stories.
3. A waiver from Orange County Code Section 38-1389(b) to allow structures to be placed at a twenty (20) foot build-to-line from Seton Creek Boulevard, Wood Crane Drive, and defined internal / circulator corridors, and at a thirty (30) foot build-to-line from Seidel Road; in lieu of structures being brought forward to a ten (10) foot build-to-line.
4. A waiver from Orange County Code Section 38-1389(c)(1) to allow a maximum residential land area within the Village Center District of 46%, in lieu of a maximum residential land area of 40%.
5. A waiver from Orange County Code Section 38-1389(d)(3)(g) to allow all primary buildings, structures, walks, and fences to be placed along a thirty (30) foot build-to-line from Seidel Road; in lieu of the requirement that all primary buildings, structures, walks and fences be placed along a ten (10) foot build-to-line from all public street frontages; 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 West of Seidel Road, approximately one-half (1/2) mile east of the Western Beltway; Orange County, Florida (legal property description on file)

The following person addressed the Board: John Prowell.

Motion/Second: Commissioners Boyd/Clarke

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by John Prowell, VHB, Inc., Village F

Master Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-10-286, to the Village F Master PD to apply the following five (5) waivers from Orange County Code to Parcels S-6 and N-35 (Village Center District) only, as depicted on the PD / LUP:

1. A waiver from Orange County Code Section 38-1258(a) to allow a maximum height of three (3) stories and forty-five (45) feet for multi-family residential buildings located within one hundred (100) feet, but greater than fifteen (15) feet, from single family zoned property; in lieu of a maximum height of one single story for multi-family residential buildings located within one-hundred (100) feet of single family zoned property.
2. A waiver from Orange County Code Section 38-1258(b) to allow a maximum height of three(3) stories and forty-five (45) feet for 100% of the multi-family residential buildings located between one-hundred plus (100+) feet and one hundred fifty (150) feet from single family zoned property; in lieu of varying building heights with a maximum of 50% of the buildings being a maximum of three (3) stories and forty (40) feet and the remaining buildings being one (1) or two (2) stories.
3. A waiver from Orange County Code Section 38-1389(b) to allow structures to be placed at a twenty (20) foot build-to-line from Seton Creek Boulevard, Wood Crane Drive, and defined internal / circulator corridors, and at a thirty (30) foot build-to-line from Seidel Road; in lieu of structures being brought forward to a ten (10) foot build-to-line.
4. A waiver from Orange County Code Section 38-1389(c)(1) to allow a maximum residential land area within the Village Center District of 46%, in lieu of a maximum residential land area of 40%.
5. A waiver from Orange County Code Section 38-1389(d)(3)(g) to allow all primary buildings, structures, walks, and fences to be placed along a thirty (30) foot build-to-line from Seidel Road; in lieu of the requirement that all primary buildings, structures, walks and fences be placed along a ten (10) foot build-to-line from all public street frontages

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

1. Development shall conform to the Land Use Plan dated "Received October 21, 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 of this land use plan and the land use plan dated "Received October 21, 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. The following waivers from Orange County Code are granted and applicable to the residential portion of PD Parcels S-6 and N-35 (Village Center District) only:
 - a. A waiver from Orange County Code Section 38-1258(a) to allow a maximum height of three (3) stories and forty-five (45) feet for multi-family residential buildings located within one hundred (100) feet, but greater than fifteen (15) feet, from single family zoned property; in lieu of a maximum height of one single story for multi-family residential buildings located within one-hundred (100) feet of single family zoned property.
 - b. A waiver from Orange County Code Section 38-1258(b) to allow a maximum height of three (3) stories and forty-five (45) feet for 100% of the multi-family residential buildings located between one-hundred plus (100+) feet and one-hundred fifty (150) feet from single family zoned property; in lieu of varying building heights with a maximum of 50% of the buildings being a maximum of three (3) stories and forty (40) feet and the remaining buildings being one (1) or two (2) stories.

- c. A waiver from Orange County Code Section 38-1389(b) to allow structures to be placed at a twenty (20) foot build-to-line from Seton Creek Boulevard, Wood Crane Drive, and defined internal / circulator corridors, and at a thirty (30) foot build-to-line from Seidel Road; in lieu of structures being brought forward to a ten (10) foot build-to-line.
 - d. A waiver from Orange County Code Section 38-1389(d)(3)(g) to allow all primary buildings, structures, walks, and fences to be placed along a thirty (30) foot build-to-line from Seidel Road; in lieu of the requirement that all primary buildings, structures, walks and fences be placed along a ten (10) foot build-to-line from all public street frontages.
5. A waiver from Orange County Code Section 38-1389(c)(1) to allow a maximum residential land area within the Village Center District of 46%, in lieu of a maximum residential land area of 40%.
6. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 4, 2015 shall apply:
- a. All terms of the Village F Road Network Agreement, recorded at O.R. Book 10591, Page 5123, Public Records of Orange County, Florida, must be met for this project.
 - b. To demonstrate concurrency entitlements have been met for this project, the developer must provide a valid Assignment of Vested Trips document signed by Orange County prior to plat approval. In addition, the Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.
- 1) The following waivers from Orange County Code are granted for a designated area within PD Parcel S-27 (Estate District) only, as depicted on the PD/LUP:
- a. A waiver from Section 38-1385(b)(4) to allow for a minimum lot width of fifty (50) feet, in lieu of the required minimum lot width of eighty-five (85) feet;
 - b. A waiver from Section 38-1385(b)(2) to allow for a minimum average lot size of 6,000 square feet, in lieu of the required minimum average lot size of 10,000 square feet; and
 - c. A waiver from Section 38-1385(b)(9) to allow for a minimum front porch setback of 15 feet, in lieu of the required minimum front porch setback of 20 feet.

7. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 30, 2015, shall apply:
 - a. Waivers from Orange County Code Section 31.5-67(b) and Section 31.5-73(c) are granted to allow ground signage with architectural features (such as an entry tower, corner turret, archway, etc.) at two (2) primary project entrances along Seidel Road with a maximum height of twenty-five (25) feet, in addition to ground signs with architectural features at two (2) primary project entrances along Seidel Road with a maximum height of eight (8) feet. These heights shall be exclusive of lightning protection, with an additional two feet allowed for lightning protection. These features may include signage; however, the features shall be consistent with the locations shown on the entry features site plan (PD/LUP), with no signage exceeding forty-eight (48) square feet per sign. Such signage shall not interfere with sight triangles at Seidel Road and side street intersections.
 - b. A waiver from Orange County Code Section 38-79(114)(h) is granted to allow accessory structures in the form of entry features (such as an entry column, corner turret, archway, etc.) at two (2) primary project entrances along Seidel Road with a maximum height of twenty-five (25) feet. These features shall be exclusive of lightning protection, with an additional two (2) feet allowed for lightning protection. The features may include signage; however, the features shall be consistent with the locations shown on the entry feature site plan (PD/LUP), with no signage exceeding forty-eight (48) square feet per sign. Such signage shall not interfere with sight triangles at Seidel Road and side street intersections.
 - c. A Level One (1) Environmental Site Assessment (ESA) shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.
8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated February 25, 2014, shall apply:
 - a. A waiver from Orange County Code Section 38-1253(c) is granted to allow on street parking within PD Parcels S-22, S-24, S-26 and S-27 only.
 - b. A waiver from Orange County Code Section 38-1384(i)(2) is granted to allow lots fronting on a village or neighborhood square to have front loaded access when less than 30% of the affected block face fronts the village or neighborhood square; or where the lots face an open space tract that is not needed to satisfy the 7.5% requirement of Code Section 38-1382(i); or where the size and configuration of an open space tract precludes it from functioning as an active gathering space. The waiver is applicable within PD Parcels S-22, S-24, S-26 and S-27 only.

- c. The following waivers from Orange County Code Section 38-1385 (Village Home District) are granted and applicable to PD Parcel S-26 only:
 - 1) A waiver from Section 38-1386(b)(2) to allow a minimum average lot size of 2,880 square feet, in lieu of a minimum average lot size of 4,200 square feet;
 - 2) A waiver from Section 38-1386(b)(4) to allow a minimum lot width of thirty-two (32) feet for single family detached lots, in lieu of a minimum lot width of thirty-five (35) feet;
 - 3) A waiver from Section 38-1386(b)(6) to allow a minimum lot depth of ninety (90) feet for single family detached lots with alleys, in lieu of a minimum lot depth of one-hundred twenty (120) feet;
 - 4) A waiver from Section 38-1386(b)(10)(a) to allow a minimum front porch setback of seven (7) feet; in lieu of a minimum front porch setback of ten (10) feet; and
 - 5) A waiver from Section 38-1386(b)(10)(b) to allow a minimum side building setback of four (4) feet, in lieu of a minimum side building setback of five (5) feet.
- d. A waiver from Orange County Code Section 38-1387.1(a)(7) is granted to allow for a minimum 10% "common open space" within PD Parcel S-24 only (Townhome District), in lieu of a minimum 30% common open space. At a minimum, an additional 7.5% "public open space" shall also be provided, for a cumulative total of 17.5% open space within the subject parcel.
- e. No PD development permits will be issued until TDR credits are presented to and accepted by the County.
- 9. The following BCC Conditions of Approval dated December 17, 2013 shall apply:
 - a. A waiver from Orange County Code Section 34-152(c) is granted to remove the requirement that each lot within the Village Home and Townhome Districts that front a community mew, park, or open space tract to have a minimum access width of 20 feet to a dedicated public paved street. This waiver shall apply to PD Parcels N-23A, N-23B, N-25A, N-26A, N-26B and S-2 only.
 - b. A waiver from Orange County Code Section 38-1384(b)(4) is granted to allow for an average block length range of 200 feet to 400 feet where the average lot width for single-family attached or detached developments is less than 60 feet in width; and to allow for an average block length range of 600 feet to 800 feet where the average lot width for single-family attached or detached

developments is between 60 feet and 85 feet in width. This waiver shall apply to PD Parcels N-21, N-22, N-25A, N-25B, N-26A, N-26B, S-1 and S-2 only.

- c. A waiver from Orange County Code Section 38-1384(f)(3) is granted to eliminate the pedestrian path/walkway from the primary entrance to the sidewalk for lots equal to or less than 60 feet in width. This waiver shall apply to PD Parcels N-21, N-22, N-25B, N-26B, S-1 and S-2 only.
- d. A waiver from Orange County Code Section 38-1384(f)(3)(c) is granted to eliminate the requirement for three (3) steps used to elevate the finished floor of residential buildings above the sidewalk grade that are adjacent to wetlands, lakes or ponds within the limits of the Estate and Garden Home Districts. This waiver shall apply to PD Parcels N-21, N-22 and N-25B only.
- e. A waiver from Orange County Code Section 38-1384(i)(2) is granted to allow lots fronting a village or neighborhood square to have front loaded access when less than 30% of the affected block face fronts the village or neighborhood square; or where the lots face an open space tract that is not needed to satisfy the 7.5% requirement of Code Section 38-1382(i); or where the size and configuration of an open space tract precludes it from functioning as an active gathering space; or where a visual barrier and landscaped buffer median has been provided within the right-of-way. This waiver shall apply to PD Parcels N-25B, N-26B, S-1 and S-2 only.
- f. A waiver from Orange County Code Sections 38-1384(b)(4) and 38-187.1(a)(12) is granted to allow for an average block length of 400 feet for townhome lots where proposed lot widths are less than 60 feet, and to not require the minimum and maximum block width requirements of 290 feet and 310 feet, respectively. This waiver shall apply to PD Parcels N-23A, N-23B, N-24, N-25A, N-26A, N-26B and S-2 only.
- g. A waiver from Section 38-1384(f)(1) requiring that each block face contain at least two (2) district lot sizes (excluding end units); is granted to allow each block face to contain one (1) distinct lot size. This waiver applies to PD Parcels N-21, N-22, N-23B, N-25A, N-25B, N-26A, N-26B, S-1 and S-2 only.
- h. The following waivers are granted from Orange County Code Section 38-1385.7 (Garden Home District) for PD Parcels N-25A, N-25B and S-1 only:
 - 1) A waiver from Section 38-1385.7(b)(2) to allow a minimum average lot size of 2,880 square feet, in lieu of a minimum average lot size of 6,000 square feet;

- 2) A waiver from Section 38-1385.7(b)(4) to allow a minimum lot width of thirty-two (32) feet for single family detached lots, in lieu of a minimum lot width of forty (40) feet;
 - 3) A waiver from Section 38-1385.7(b)(5) to allow a minimum lot depth of ninety (90) feet for single family detached lots with alleys, in lieu of a minimum lot depth of one-hundred twenty (120) feet;
 - 4) A waiver from Section 38-1385.7(b)(9)(a) to allow a minimum front porch setback of seven (7) feet; in lieu of a minimum front porch setback of ten (10) feet; and
 - 5) A waiver from Section 38-1385.7(b)(9)(b) to allow a minimum side building setback of four (4) feet, in lieu of a minimum side building setback of five (5) feet.
- i. The following waivers are granted from Orange County Code Section 38-1386 (Village Home District) for PD Parcels N-26A, N-26B and S-2 only and Townhome District PD Parcel N-23B only:
- 1) A waiver from Section 38-1386(b)(2) to allow a minimum average lot size of 2,880 square feet, in lieu of a minimum average lot size of 4,200 square feet;
 - 2) A waiver from Section 38-1386(b)(4) to allow a minimum lot width of thirty-two (32) feet for single family detached lots, in lieu of a minimum lot width of thirty-five (35) feet;
 - 3) A waiver from Section 38-1386(b)(6) to allow a minimum lot depth of ninety (90) feet for single family detached lots with alleys, in lieu of a minimum lot depth of one-hundred twenty (120) feet;
 - 4) A waiver from Section 38-1386(b)(10)(a) to allow a minimum front porch setback of seven (7) feet; in lieu of a minimum front porch setback of ten (10) feet; and
 - 5) A waiver from Section 38-1386(b)(10)(b) to allow a minimum side building setback of four (4) feet, in lieu of a minimum side building setback of five (5) feet.

10. All previous applicable BCC Conditions of Approval, dated August 27, 2013, shall apply:
 - a. The following waivers are granted from Orange County Code Section 38-1385.7 (Garden Home District) for PD Parcels N-8 and N-11 only:
 - 1) A waiver from Section 38-1385.7(b)(2) to allow a minimum average lot size of 2,880 square feet, in lieu of a minimum average lot size of 6,000 square feet;
 - 2) A waiver from Section 38-1385.7(b)(4) to allow a minimum lot width of thirty-two (32) feet for single family detached lots, in lieu of a minimum lot width of forty (40) feet;
 - 3) A waiver from Section 38-1385.7(b)(5) to allow a minimum lot depth of ninety (90) feet for single family detached lots with alleys, in lieu of a minimum lot depth of one-hundred twenty (120) feet;
 - 4) A waiver from Section 38-1385.7(b)(9)(a) to allow a minimum front porch setback of seven (7) feet; in lieu of a minimum front porch setback of ten (10) feet; and
 - 5) A waiver from Section 38-1385.7(b)(9)(b) to allow a minimum side building setback of four (4) feet, in lieu of a minimum side building setback of five (5) feet.
 - b. The following waivers are granted from Orange County Code Section 38-1386 (Village Home District) for PD Parcels N-15 and N-16 only:
 - 1) A waiver from Section 38-1386(b)(2) to allow a minimum average lot size of 2,880 square feet, in lieu of a minimum average lot size of 4,200 square feet;
 - 2) A waiver from Section 38-1386(b)(4) to allow a minimum lot width of thirty-two (32) feet for single family detached lots, in lieu of a minimum lot width of thirty-five (35) feet;
 - 3) A waiver from Section 38-1386(b)(6) to allow a minimum lot depth of ninety (90) feet for single family detached lots with alleys, in lieu of a minimum lot depth of one-hundred twenty (120) feet;
 - 4) A waiver from Section 38-1386(b)(10)(a) to allow a minimum front porch setback of seven (7) feet; in lieu of a minimum front porch setback of ten (10) feet; and

- 5) A waiver from Section 38-1386(b)(10)(b) to allow a minimum side building setback of four (4) feet, in lieu of a minimum side building setback of five (5) feet.
 - c. A waiver from Orange County Code Section 38-1384(i)(2) is granted to allow lots fronting on a village or neighborhood square to have front loaded access when less than 30% of the affected block face fronts the village or neighborhood square; or where the lots face an open space tract that is not needed to satisfy the 7.5% requirement of Code Section 38-1382(i), or where the size and configuration of an open space tract precludes it from functioning as an active gathering space.
11. All previous applicable BCC Conditions of Approval dated April 9, 2013, shall apply:
- a. The following waivers from Orange County Code are applicable only to PD Parcels N-32, N-33, N-34, N-35, N-36, N-37, N-38, S-3, S-4, S-5, S-6, S-7, S-10, S-15, S-16, S-18, S-19 & S-20; and are intended to provide alternative sign/architectural features and/or a greater mix of single-family detached residential lot types and larger front porches, while ensuring the desired balanced and blended residential development pattern required by the Village F Specific Area Plan (SAP) and Village Planned Development Code:
 - 1) Waivers from Section 31.5-67(b) and Section 31.5-73(c) are granted to allow a ground sign with architectural features (such as an entry tower, corner turret, archway, etc.) at two (2) primary project entrances along Seidel Road with a maximum height of forty-two (42) feet, in lieu of a ground sign with architectural features at one (1) primary project entrance along Seidel Road with a maximum height of eight (8) feet. These features shall be exclusive of lightning protection and may include signage; however, the features shall be consistent with the locations shown on the master sign plan (PD/LUP) with no signage exceeding the allowable square footage for a primary entry sign.
 - 2) Waivers from Section 31.5-67(b) and Section 31.5-73(c) are granted to allow a ground sign with architectural features (such as an entry tower, corner turret, archway, etc.) at two (2) secondary project entrances along Seidel Road with a maximum height of ten (10) feet, in lieu of a ground sign with architectural features at one (1) secondary project entrance along Seidel Road with a maximum height of eight (8) feet. These features shall be exclusive of lightning protection and may include signage; however, the features shall be consistent with the locations shown on the master sign plan (PD/LUP) with no signage exceeding the allowable square footage for a secondary entry sign.

- 3) A waiver from Section 38-1253(c) is granted to allow for on-street parking for recreation areas, in lieu of on-site parking.
- b. The following waivers are granted from Orange County Code Section 38-1385.7 and shall apply to a maximum of 50% of the units required in the combined and applicable Garden Home Single-Family District PD Parcels only:
- 1) A waiver from Section 38-1385.7 (b)(2) to allow a minimum average lot size of 2,880 square feet, in lieu of a minimum average lot size of 6,000 square feet;
 - 2) A waiver from Section 38-1385.7(b)(4) to allow a minimum lot width of thirty-two (32) feet for single family detached lots, in lieu of a minimum lot width of forty (40) feet;
 - 3) A waiver from Section 38-1385.7(b)(5) to allow a minimum lot depth of ninety (90) feet for single family detached lots with alleys, in lieu of a minimum lot depth of one-hundred twenty (120) feet;
 - 4) A waiver from Section 38-1385.7(b)(9)(a) to allow a minimum front porch setback of seven (7) feet; in lieu of a minimum front porch setback of ten (10) feet; and
 - 5) A waiver from Section 38-1385.7(b)(9)(b) to allow a minimum side building setback of four (4) feet, in lieu of a minimum side building setback of five (5) feet.
- c. The following waivers are granted from Orange County Code Section 38-1386 and shall apply to a maximum of 50% of the units required in the combined and applicable Village Home District PD Parcels only, and in any applicable Townhome Districts where single family detached lots are proposed:
- 1) A waiver from Section 38-1386(b)(2) to allow a minimum average lot size of 2,880 square feet, in lieu of a minimum average lot size of 4,200 square feet;
 - 2) A waiver from Section 38-1386(b)(4) to allow a minimum lot width of thirty-two (32) feet for single family detached lots, in lieu of a minimum lot width of thirty-five (35) feet;
 - 3) A waiver from Section 38-1386(b)(6) to allow a minimum lot depth of ninety (90) feet for single family detached lots with alleys, in lieu of a minimum lot depth of one-hundred twenty (120) feet;

- 4) A waiver from Section 38-1386(b)(10)(a) to allow a minimum front porch setback of seven (7) feet; in lieu of a minimum front porch setback of ten (10) feet; and
 - 5) A waiver from Section 38-1386(b)(10)(b) to allow a minimum side building setback of four (4) feet, in lieu of a minimum side building setback of five (5) feet.
- d. Excluding the primary segments of a required six foot (6') high perimeter/roadway screen wall, waivers from Section 38-1408(b) and (f) and Section 34-209 are granted to increase the wall height to fourteen (14) feet for architectural accents only (such as archways, pilasters, etc.), at not less than one-hundred (100) foot intervals along the perimeter of parcels adjacent to APF roadways.
- e. At the time of approval of a plat for a single-family residential unit project, the developer shall have prepared and submitted for review a document containing covenants, conditions and restrictions (CC&Rs) for the property being platted. The CC&Rs, which shall be recorded simultaneous with the recording of the plat, shall include a provision incorporating, verbatim, the following requirements:
- 1) The same front facade for single family residential units may not be repeated more than five (5) times within one (1) block length for both sides of any street, and shall be separated by at least two (2) units with different facades.
 - 2) House front facades shall be varied and articulated to provide visual interest to pedestrians along the street frontage. The front facade of the main body of the house shall not exceed (40) feet in length, except for wings or "L's", which are setback from the facade. In no case shall more than fifty (50) percent of the front facade of the house consist of an unobstructed block wall or garage door.
 - 3) At least fifty (50) percent of all single-family residential units shall have a front porch. A front porch shall be a minimum of seven (7) feet in depth and cover minimum ten (10) feet in width or one third (1/3) of the front facade, whichever is greater.
 - 4) Flat roofs shall be prohibited.

- 5) Unless otherwise prohibited by the CC&Rs, fencing in the front yard shall be no higher than three (3) feet, six (6) inches and limited to decorative wrought iron or wood picket style.
 - 6) The provisions of the CC&R's incorporating the above referenced requirements shall not be amended, removed or superseded without the prior approval of the Board of County Commissioners, which approval may be withheld in the Board's sole discretion and the CC&R's shall contain a statement to that effect. Furthermore, the CC&R's shall provide that the homeowner's association and any person owning the property in the development have the right to enforce these requirements in the event they are violated.
 - 7) Finally, the CC&Rs shall also state that Orange County shall have the right, but not the duty, to enforce these requirements in the same manner as it enforces other Orange County ordinances and regulations.
12. All previous applicable BCC Conditions of Approval, dated November 13, 2012 shall apply:
 - a. Prior to any PSP or DP approval for PD Parcels N-23 through N-26, an agreement shall be executed to address required right-of-way dedication for Phil Ritson Way if necessary as determined by the Development Review Committee (DRC).
 - b. Prior to any PSP or DP approval, a road agreement shall be executed to address required right-of-way dedication for Seidel Road.
 - c. Access locations and roads that impact wetlands and rare wetlands are only approximations and are not approved with this plan. The exact location will have to consider minimization and avoidance of wetland impact and rare habitat and will be determined during the Orange County conservation area determination and impact permit process.
 13. All previous applicable BCC Conditions of Approval, dated August 28, 2012 shall apply:
 - a. All acreages regarding conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.

- b. 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 within 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.
- c. Neither potable wells nor irrigation using local groundwater will be allowed on sites where identified soil or groundwater contamination has been documented.
- d. 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 soil and groundwater contamination and shall state the status of the resulting remediation.
- e. The developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities.
- f. A Master Utility Plan (MUP) for Village F PD shall be submitted to Orange County Utilities prior to the approval of the first Preliminary Subdivision Plan or Development Plan. The MUP must be approved prior construction plan approval.
- g. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Village F Master Utilities Plan (MUP).
- h. Prior to construction plan approval, all property owners within Village F, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities size for Village requirements are constructed.

- i. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
 - j. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with Ch. 31.5 and Section 38-1389(d)(5).
14. All previous applicable BCC Conditions of Approval, dated September 15, 2009 (as modified) shall apply:
- a. Final configuration of the Parcel N-17 Elementary School / Park site shall be approved by both the Orange County Parks and Recreation Division and Orange County Public Schools.
 - b. There shall be a 20-foot fee simple access provided between the Parcels S-17 Park site and the Parcel S-25 Elementary School site.
 - c. A waiver from Section 38-1386(a)(2) is granted to allow Parcel N-33 to have structures and uses to serve civic (excluding education / daycare / telecommunication towers & fields) and non-commercial recreational needs without having to obtain Special Exception Approval from the Board of Zoning Adjustment.
 - d. The Garden Home and Village Home Districts may contain a mix of single family detached and single-family attached residences (within the Village F Master PD). The exact configuration of this mix shall be determined at the time of Preliminary Subdivision Plan review.
 - e. Unless the property is vested and/or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
 - f. A waiver from Section 38-1384(f)(1) is granted to allow each block face to contain one (1) distinct lot size in lieu of each block containing at least two (2) distinct lot sizes (excluding end units). This waiver shall apply only to block faces with five (5) or fewer lots.
 - g. The following Education Conditions of Approval shall apply:
 - 1) The Developer shall comply with all provision of Capacity Enhancement Agreements (CEAs) numbered 06-011-01, 06-011-02, 06-011-03, 06-011-05, 06-011-06-T2, 06-011-07, 06-011-08, 06-011-10, 06-011-12, 06-011-14, 06-011-15, and 06-011-16 entered into with the Orange County School Board (and Orange County) in November 2006 and recorded in the official records of the Orange County Comptroller, and all provisions of CEA OC-

13-022 entered into with the Orange County School Board on November 12, 2013.

- 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 residential units allowed under the zoning existing prior to the approval of the PO zoning, as indicated in each of the CEAs listed above. 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) The Developer, or its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of the 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.
 - 5) At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- h. The cross-section for Seidel Road is not approved with this plan. The final cross-section shall be designed to be pedestrian-oriented, with a maximum speed limit of thirty (30) miles per hour. The final design speed shall be reviewed and approved by the County Engineer.
16. John Reny, Ashton Orlando Residential, LLC, Hamlin PD / UNP / Hamlin Reserve PSP – Substantial Change, Case # CDR-15-09-252, amend plan; District 1
- Applicant: John Reny, Ashton Orlando Residential, LLC, Hamlin PD / UNP / Hamlin Reserve PSP - Substantial Change, Case # CDR-15-09-252
- Consideration: Substantial change request to change the stormwater ponds from public ownership to private ownership; pursuant to Sections 34-69 and 30-89, Orange County Code.

Location: District 1, property generally located East of State Road 429 / North of Porter Road; Orange County, Florida (legal property description on file in Planning Division)

The following person addressed the Board: David Glunt.

Motion/Second: Commissioners Boyd/Edwards

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by John Reny, Ashton Orlando Residential, LLC, Hamlin PD / UNP / Hamlin Reserve PSP - Substantial Change, Case # CDR-15-09-252, to change the stormwater ponds from public ownership to private ownership; which constitutes a substantial change to the development on the described property; subject to the following conditions:

1. Development shall conform to the Hamlin PD / Unified Neighborhood Plan Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Hamlin Reserve Preliminary Subdivision Plan dated "Received November 10, 2015," 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 November 10, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.
2. The roads and drainage system(s) will be owned by Orange County and the stormwater pond(s) will be owned by the Property Owners Association with a maintenance easement granted to the County. The roads and drainage system(s), including retention ponds, will be maintained by the County with a Municipal Services 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 or Property Owners Association.

3. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated July 8, 2014, shall apply:
- a. 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.
 - b. 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.
 - c. Prior to construction plan approval, a master stormwater management plan including a drainage study to establish the 100-year flood elevations shall be submitted to the Development Engineering Division for review and approval.
 - d. 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.
 - e. 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.

- f. 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.
- g. An Assignment of Vested Trips document concurrent with or prior to Development Plan submittal is required. In addition, the Development Plan must show a legend with trip allocations by parcel identification number and phase of the development. Additionally, to demonstrate concurrency entitlements have been met for this project the developer must provide an Assignment of Vested Trips document consistent with the Town Center Road Agreement prior to platting.
- h. Unless a Conservation Area Impact 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 encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- i. 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 0.5 miles to the southwest.
- j. 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 and Wildlife Conservation Commission (FWC).
- k. 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.

- l. Prior to commencement of any 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 sent to the Florida Department of Environmental Protection by the developer.
- m. The conditions, covenants, and restrictions (CC&Rs) for this project shall notify homeowners of the following: Water meters and reclaimed water meters (if applicable) for each home are located adjacent to public right(s) of way. Individual water service extending from the meter to each residential unit is owned and maintained by the applicable homeowner.
- n. 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 is consistent with the approved MUP for the Town Center, or shall include an update to the Town Center MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
- o. Prior to approval of the Certificate of Completion for the PSP, the park / recreation tract shall be constructed in accordance with the development plan.
- p. The following waivers from Orange County Code Chapter 34 (Subdivision Regulations) are granted:
 - 1) A waiver from Section 34-152(c) to allow for a twenty (20) foot fee simple access between Porter Road (an exterior street) and Tract "A" (retention pond), in lieu of the requirement to have a minimum access of twenty (20) feet from an internal subdivision street.
 - 2) A waiver from Section 34-152(c) to exempt lots that front on a community mew, park, or open space tract from the requirement that each lot and tract interior to the subdivision have a minimum access of twenty (20) feet to a public paved street. Where public gravity sewer service is proposed within mews, parks, or open space tracts, there shall be a minimum 60-foot wide clearance between vertical structures, a stabilized access road over manholes, and a utility easement over the gravity sewer main.

q. The following waivers from Orange County Code Chapter 38 are granted:

- 1) A waiver from Section 38-1384(f)(2) to eliminate the requirement that all lots sixty (60) feet in width or less include a pedestrian path or walkway from the primary entrance to the sidewalk.
- 2) A waiver from Section 38-1384(g)(3)(b) to allow for double-wide garage entries on front-loaded lots that are less than sixty-five (65) feet in width, but greater than fifty (50) feet in width; in lieu of the requirement that prohibits double-wide garage entries on all front-loaded lots of less than sixty-five (65) feet in width.

Substantial Change, Continued from December 1, 2015

17. Russell Maynard, Central Florida Engineering Consultants, LLC., Tinwood Planned Development/Land Use Plan (PD/LUP), Case # CDR-14-10-304, amend plan; District 1

Applicant: Russell Maynard, Central Florida Engineering Consultants, LLC., Tinwood Planned Development / Land Use Plan (PD / LUP), Case # CDR-14-10-304

Consideration: Substantial change request to amend the Tinwood Planned Development / Land Use Plan (PD/LUP) to incorporate new or modified conditions of approval addressing an expanded helicopter tour operation; 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 123030 Regency Village Drive; generally located on the south side of Regency Village Drive, east of Vineland Avenue; Orange County, Florida (legal property description on file)

Clerk's Note: Property located at 12303 Regency Village Drive.

The following persons addressed the Board:

- Cecelia Bonifay
- Norberto Duarte
- Erika Duarte

Board discussion ensued.

Motion/Second: Commissioners Boyd/Siplin

Absent: County Mayor Jacobs; Commissioner Thompson

AYE (voice vote): All present members

Action: The Board denied the substantial change request by Russell Maynard, Central

Florida Engineering Consultants, LLC., Tinwood Planned Development / Land Use Plan (PD / LUP), Case # CDR-14-10-304, to amend the Tinwood Planned Development / Land Use Plan (PD/LUP) to incorporate new or modified conditions of approval addressing an expanded helicopter tour operation; on the described property.

- ADJOURNMENT, 5:01 p.m.

ATTEST:

County Mayor Teresa Jacobs

Date: _____

ATTEST SIGNATURE:

Martha O. Haynie
County Comptroller as Clerk

Deputy Clerk



January 11, 2016

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

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

SUBJECT: Consent Agenda Item for February 9, 2016
FY 2016 Law Enforcement Trust Fund Expenditure
Orange County Sheriff's Office Request

The Orange County Sheriff's Office is requesting \$250,000 from the FY 2016 Law Enforcement Trust Fund for the following purpose:

Sheriff's Equipment:

Sheriff's Office Command and Monitoring Center Equipment - \$250,000.
This purchase will provide the Sheriff's Office the ability to monitor and properly respond to an "All Hazards" event. Additional equipment purchased will outfit the camera viewing stations that support the regional camera project with partners that include: Orlando Police Department, Department of Transportation, Orange County Public Schools, Sun Rail, regional hospitals, Orange County Emergency Operation Center, Orange County Convention Center, and private businesses. Continued growth in this endeavor will allow the Sheriff's Office the ability to monitor events in real time and direct resources appropriately. The funds will be used to purchase equipment and technology to outfit the Command and Monitoring Center once construction is completed.

ACTION REQUESTED: Approval for the Orange County Sheriff's Office to spend \$250,000 from the FY 2016 Law Enforcement Trust Fund for the purchase of Command and Monitoring Center Equipment.

Mayor Teresa Jacobs
-AND-
Board of County Commissioners
Consent Agenda Items for February 9, 2016
January 11, 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 2% 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

December 14, 2015

TO: Board of County Commissioners

FROM: Sheriff Jerry L. Demings 

SUBJECT: Law Enforcement Trust Fund (LETf) Expenditures

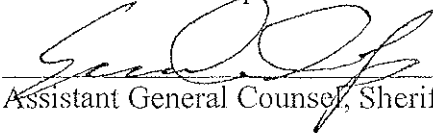
The Sheriff plans to donate from the Law Enforcement Trust Fund for the following event and amount.

<u>Account No.</u>	<u>Item</u>	<u>Amount</u>
	Agency Emergency Operations	\$250,000
	Center (AEOC) equipment	

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.


Assistant General Counsel, Sheriff of Orange County

12/30/15
Date

APPROVED:

BY: _____
For the Board of County Commissioners

Date





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

December 14, 2015

TO: Comptroller Andrew C. DiLoretto
FROM: Sheriff Jerry L. Demings
SUBJECT: Trust Fund Request – Agency Emergency Operations Center (AEOC)

Please develop a trust fund request in the amount of \$250,000 to fund authorized equipment for the AEOC.

The AEOC equipment purchased will provide the Sheriff's Office the ability to maintain a "Hot" AEOC and properly respond for an "All Hazards" event. Additional equipment purchased will outfit the camera viewing stations that support the regional camera project with partners that include OPD, DOT, OCPS, Sun Rail, regional Hospitals, County EOC's, OCCC and private businesses. Continued growth in this endeavor will allow the Sheriff's Office the ability to monitor events in real time and direct resources appropriately.

The funds would be used to purchase equipment and technology to outfit the AEOC once construction is completed.

Thank you for your assistance in this matter.

A handwritten signature in black ink, appearing to be "J.L.D.", with a stylized flourish extending from the end.

J.L.D.

JLD/dpd
Attachments

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

January 6, 2016

Submissions Approved to Date

<u>Contributions</u>	<u>Sheriff Programs/ Equipment</u>	<u>Total</u>
\$12,000.00	\$306,300.00	\$318,300.00
3.8%	96.2%	100.0%

Submission for Approval

Consent Agenda - February 9, 2016

<u>Contributions</u>	<u>Sheriff Programs/ Equipment</u>	<u>Total</u>
\$0.00	\$250,000.00	\$250,000.00

YTD Submissions for Approval

<u>Contributions</u>	<u>Sheriff Programs/ Equipment</u>	<u>Total</u>
\$12,000.00	\$556,300.00	\$568,300.00
2%	98%	100.0%

NOTE: This submission includes requests for:
Agency Emergency Operations Center Equipment - \$250,000.



Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
2

January 21, 2016

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

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

SUBJECT: Consent Agenda Items for February 9, 2016
Budget Amendments #16-21, #16-22, #16-23, #16-24, and #16-25

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

ACTION REQUESTED: Approval of budget amendments #16-21, #16-22, #16-23, #16-24, and #16-25.

KP/vh

Attachment



Interoffice Memorandum

Janaury 13, 2016

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

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

SUBJECT: Consent Agenda Item for February 9, 2016
Budget Amendment #16-21, Fund #0001
The Office of Attorney General
Community Action Division/Family Services Department

On January 26, 2016, the Board of County Commissioners approved a budget for the Florida Office of the Attorney General settlement with JPMorgan Chase, in the amount of \$80,877.52, for a one year contract from February 1, 2016, or upon full execution, until February 28, 2017. Funding is utilized to provide adult life skills, financial literacy, and employment skills instructions to a total of 166 clients. The management of this contract will be handled by the Community Action Division.

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

Revenues:

Account Number	Classification	Amount
0001-062-2416-6952	Proceeds From Lawsuit Settlement	\$ 80,878
TOTAL REVENUES		\$ 80,878

Expenditures:

Account Number	Classification	Amount
HJE-0001-062-2416-3197	Contractual Services Not Otherwise Specified	\$ 80,878
TOTAL EXPENDITURES		\$ 80,878

KP/AL/vh

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



Interoffice Memorandum

January 21, 2016

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

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

K.N.P.

SUBJECT: Consent Agenda Item for February 9, 2016
Budget Amendment #16-22, Fund #7346
Justice Assistance Grants (JAG) – Ed Byrne Memorial Grant
Grant/Agreement #2016-JAGC-ORAN-4-H3-019
Orange County Sheriff's Office

The U.S. Department of Justice through the Florida Department of Law Enforcement, has awarded the Justice Assistance Grants (JAG)/Ed Byrne Memorial Grant in the amount of \$147,967. The grant will be used to purchase XTS Portable Radios for the Orange County Sheriff's Office to replace old ones.

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

Revenues:

Account Number	Classification	Amount
7346-006-7187-3150	U.S. Department of Justice	\$ 147,967
	TOTAL REVENUES	<u>\$ 147,967</u>

Expenditures:

Account Number	Classification	Amount
6UB-7346-006-7187-3167	Payments to Other Governmental Agencies	\$ 147,967
	TOTAL EXPENDITURES	<u>\$ 147,967</u>

pm

KP/PM/vh

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



Interoffice Memorandum

January 21, 2016

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

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

K.N.P.

SUBJECT: Consent Agenda Item for February 9, 2016
Budget Amendment #16-23, Fund #7320
Juvenile Drug Court Program
FY 2016 Grant/Agreement #2015-DC-BX-0013
Court Administration

The U.S. Department of Justice awarded a grant to the Orange County Ninth Judicial Court, in the amount of \$400,000, for the Juvenile Drug Court Program. This grant, over a two-year period, will serve 80 juveniles and their families with substance abuse disorder with an opportunity to successfully rehabilitate.

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

Revenues:

Account Number	Classification	Amount
7320-003-7672-3150	U.S. Department of Justice	\$ 400,000
	TOTAL REVENUES	<u>\$ 400,000</u>

Expenditures:

Account Number	Classification	Amount
4UB-7320-003-7672-3197	Contractual Services NOS	\$ 384,000
4UB-7320-003-7672-3420	Out-of-County Travel	16,000
	TOTAL EXPENDITURES	<u>\$ 400,000</u>

pm

KP/PM/vh

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



January 21, 2016

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

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

SUBJECT: Consent Agenda Item for February 9, 2016
Budget Amendment #16-24, Fund #7617
FY 2016 Contract #95450415 Amendment no.3
Air Pollution Control – EPA 105
Environmental Protection Division/Community, Environmental &
Development Services Department

On April 21, 2015, the Orange County Board of County Commissioners approved an award from the U.S. Environmental Protection Agency, in the amount of \$60,972, for the Orange County Air Pollution Control program. During FY 2014/15 two (2) consecutive amendments were awarded increasing the award to \$233,697. A new amendment, no. 3, was received to increase the award by \$169,120, for a total grant award of \$402,817. These funds will be used for work associated with prevention and control of air pollution.

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

Revenues:

Account Number	Classification		Amount
7617-068-7209-3170	Environmental Protection Agency	\$	169,120
	TOTAL REVENUES	\$	<u>169,120</u>

Expenditures:

Account Number	Classification		Amount
6HX-7617-068-7209-1120	Regular Salaries	\$	115,065
6HX-7617-068-7209-2110	FICA		8,802
6HX-7617-068-7209-2120	Retirement Contribution		8,480
6HX-7617-068-7209-2130	Life & Health Insurance		20,884
6HY-7617-068-7209-3125	Indirect Cost		5,989
6HW-7617-068-7209-3420	Out-of-County Travel		3,000
6HW-7617-068-7209-4123	Equipment <\$1,000		4,000
6HW-7617-068-7209-4115	Miscellaneous Operating Supplies		2,900
	TOTAL EXPENDITURES	\$	<u>169,120</u> <i>pm</i>

KP/PM/vh

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



Interoffice Memorandum

January 21, 2016

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

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

SUBJECT: Consent Agenda Item for February 9, 2016
Budget Amendment #16-25, Fund #5848
Eastern Water Reclamation Facility
State Revolving Fund # WW4803E
Engineering Division/Utilities Department

K.N.P.

On November 19, 2013, the Board of County Commissioners approved a resolution authorizing the Mayor to execute one or more loan agreements as long as certain conditions were followed. Orange County Utilities Department applied for and was granted a State Revolving Loan in the amount of \$28,469,000 from the U.S. Environmental Protection Agency through the Florida Department of Environmental Protection. Amendment no. 1 was received to increase the loan to \$58,469,000. A new amendment, no. 2, was received to increase the loan by \$10,561,207, for a total loan of \$69,030,207. The loan is for the construction of utilities infrastructure to provide improved water and wastewater services.

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

Revenues:

Account Number	Classification	Amount
5848-038-1538-04-3171	Environmental Protection Agency	\$ 10,561,207
	TOTAL REVENUES	<u>\$ 10,561,207</u>

Expenditures:

Account Number	Classification	Amount
17W-5848-038-1538-04-6310	Structures & Facilities other than Buildings	\$ 10,561,207
	TOTAL EXPENDITURES	<u>\$ 10,561,207</u>

KP/PM/vh

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



Interoffice Memorandum

January 12, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: *for* Johnny M. Richardson, Manager, Procurement Division

CONTACT: Deodat Budhu, Manager, Roads and Drainage Division
(407) 836-7871

SUBJECT: Award of Invitation for Bids Y16-138-J2; Cold In-Place Bituminous
Base Recycling with Asphalt Resurfacing

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-138-J2, Cold In-Place Bituminous Base Recycling with Asphalt Resurfacing, to the sole responsive and responsible bidder, Asphalt Paving Systems, Inc., in the estimated annual contract award amount of \$3,391,350. Further request authorization for the Procurement Division to exercise contract option years one and two.

PROCUREMENT:

This work consists of the in-place construction of a Cold Bituminous Base Course (Cold in Place Recycling), using either reclaimed asphalt pavement material and/or reclaimed aggregate material, combined with virgin aggregates and/or bituminous material. Other work includes temporary pavement markings, maintenance of traffic and area clean up. All work under this contract will be on an as-needed basis for performance at various locations throughout Orange County.

FUNDING:

Funding is available in account number 1004-072-2990-3816.

APPROVALS:

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

REMARKS:

One bid was received. Queries from staff to potential bidders who failed to compete on this project resulted in the following detailed findings:

Ranger Construction, Inc. (Orlando, FL). Contractor does not perform this type of work and also noted this project requires specialized equipment which the contractor does not own. Contractor did attend the Pre-Bid Conference and did submit to be on the plan-holders list.

Hubbard Construction Company, Inc. (Orlando, FL). Contractor stated due to current workloads and other bid opportunities that it decided to not submit a bid. Contractor did not attend the Pre-Bid Conference and did not submit to be on the plan-holders list.

E.J. Breneman, LP (West Lawn, PA). Contractor performs this type of work but stated that their internal estimating staff involved in other projects bidding concurrently was the primary reason for not submitting a bid. Contractor did not attend the Pre-Bid Conference and did not submit to be on the plan-holders list.

The bid of Asphalt Paving Systems, Inc. was approximately 25% higher than the engineer's estimate. Due to the fact that a sole bid was received, staff negotiated a \$533,900 price reduction from \$8,818,250 to \$8,284,350 for all 3 years. Staff evaluated the negotiated pricing and determined the bid was reasonable. References provided were satisfactory for this type of work and Asphalt Paving Systems, Inc. has been determined to be responsible.

Bid Received

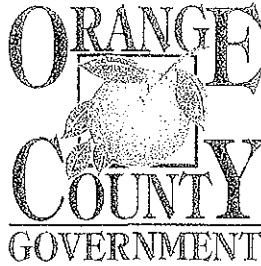
Bid Amount

Asphalt Paving Systems, Inc.

Basic Year:	\$3,606,250
Option Year 1:	\$2,523,250
Option Year 2:	<u>\$2,688,750</u>
Total Bid:	\$8,818,250

Negotiated Amount

Basic Year:	\$3,391,350
Option Year:	\$2,369,250
Option Year 2:	<u>\$2,523,750</u>
Total Bid:	\$8,284,350



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

January 27, 2016

TO: Carol Hewitt, Senior Contract Administrator
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator
Business Development Division *[Signature]*

SUBJECT: Business Development Division Bid Evaluation Revised

PROJECT: Y16-138-J2, Cold In-Place Bituminous Base Recycling with Asphalt
Resurfacing

The Business Development Division evaluated the 1 bid submitted for this project and found that the bidder **Asphalt Paving Systems, Inc.** did not meet the Orange County MWBE participation goal of 25%. They reported 8% MWBE participation in their bid and provided good faith effort documentation. Please note the following certified MWBE participation:

HM	Transpremier, LLC	\$651,000.00
Total MWBE Participation		\$651,000.00

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

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

c: contract file

Aheena Ferguson

BID COMPARISON

IFB-Y16-138-CH, Cold In-Place Recycled Bituminous Base Recycling with Asphalt Resurfacing

13 Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO M / W
Low Bid	Asphalt Paving Systems, Inc.	\$8,284,350	\$651,000	8%	Yes					25%

138 AL - Cold In-Place Bituminous Base Recycling with Asphalt Resurfacing



Interoffice Memorandum

January 12, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: ~~For~~ Johnny Richardson, Manager, Procurement Division

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

SUBJECT: Award of Invitation for Bids Y16-158-JS, MSBU and Non-MSBU Retention
Pond Mowing and Maintenance John Young Parkway

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-158-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance John Young Parkway, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC, in the annual estimated contract award amount of \$172,725 for the basic year. Further request authorization of the Procurement Division to exercise two additional 1-year options.

PROCUREMENT:

This contract will provide mowing, edging, herbicide treatment and litter removal for retention ponds located in the John Young Parkway area of Orange County.

FUNDING:

Funds are available in account numbers 1002 072 2708 3816 and 1142 072 2902 3816.

APPROVALS:

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

REMARKS:

Four bids were received in response to Invitation for Bids Y16-158-JS and were evaluated for responsiveness, responsibility and price. Although the bid of Groundtek of Central Florida, LLC, is more than 10% less than the next low bidder, the bid is considered reasonable because it is consistent with historical pricing for this requirement. Therefore, recommendation for award is made to Groundtek of Central Florida, LLC.

The bid tabulation is attached.

BID TABULATION
Y16-156-JS
MSBU AND NON-MSBU RETENTION POND MOWING AND MAINTENANCE JOHN YOUNG

Item #		Unit	Est. Ann. Units	Groundtek of Central Florida, LLC		Americscapes Landscape Management Servivces, LLC		Begley's Cleaning Service, Inc. d/b/a Millennium Grounds & Waters		Carol King Landscape Maintenance, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
I	Basic Year										
1	One Time Clean Up	Acre	125	\$171	\$21,375	\$185	\$23,125	\$120	\$15,000	\$132	\$16,500
2	Mowing	Acre	1,900	\$79	\$150,100	\$94	\$178,600	\$102	\$193,800	\$132	\$250,800
3	Adtl. Litter Removal	Acre	250	\$5	\$1,250	\$15	\$3,750	\$10	\$2,500	\$8	\$2,000
	Total Basic Year				\$172,725		\$205,475		\$211,300		\$269,300
II	Option Year 1										
1	Mowing	Acre	2,100	\$82	\$171,150	\$94	\$197,400	\$100	\$210,000	\$134	\$281,400
2	Adtl. Litter Remv.	Acre	300	\$5	\$1,500	\$15	\$4,500	\$10	\$3,000	\$9	\$2,700
	Total Option Year 1				\$172,650		\$201,900		\$213,000		\$284,100
III	Option Year 2										
1	Mowing	Acre	2,100	\$83	\$174,300	\$95	\$199,500	\$100	\$210,000	\$138	\$289,800
2	Adtl. Litter Remv.	Acre	300	\$5	\$1,500	\$15	\$4,500	\$10	\$3,000	\$10	\$3,000
	Total Option Year 2				\$175,800		\$204,000		\$213,000		\$292,800
	All Years				\$521,175		\$611,375		\$637,300		\$846,200




Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

December 23, 2015

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-Y16-158-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance John Young**

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

c: Sheena Ferguson, Manager, Business Development Division





I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

3

Interoffice Memorandum

January 12, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: *CW for* Johnny Richardson, Manager, Procurement Division

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

SUBJECT: Award of Invitation for Bids Y16-159-JS, MSBU and Non-MSBU Retention
Pond Mowing and Maintenance Goldenrod and Bithlo

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-159-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Goldenrod and Bithlo, to the low responsive and responsible bidder, Carol King Landscape Maintenance, Inc., in the annual estimated contract award amount of \$272,350 for the basic year. Further request authorization of the Procurement Division to exercise two additional 1-year options.

PROCUREMENT:

This contract will provide mowing, edging, herbicide treatment and litter removal for retention ponds located in the Goldenrod and Bithlo areas of Orange County.

FUNDING:

Funds are available in account numbers 1002 072 2708 3816 and 1142 072 2902 3816.

APPROVALS:

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

REMARKS:

Three bids were received in response to Invitation for Bids Y16-159-JS and were evaluated for responsiveness, responsibility and price. Although the bid of Carol King Landscape Maintenance, Inc. is more than 10% less than the next low bidder, the bid is considered reasonable because it is consistent with historical pricing for this requirement. Therefore, recommendation for award is made to Carol King Landscape Maintenance, Inc.

The bid tabulation is attached.

BID TABULATION
Y16-159-JS
MSBU AND NON-MSBU RETENTION POND MOWING AND MAINTENANCE GOLDENROD AND BITHLO

		Est.	Carol King Landscape Maintenance, Inc.		Groundtek of Central Florida, LLC		AmeriScapes Landscape Management Services, LLC	
	Unit	Ann. Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Basic Year								
One Time Clean Up	Acre	250	\$67	\$16,750	\$172	\$43,000	\$185	\$46,250
Mowing	Acre	3,800	\$67	\$254,600	\$80	\$304,000	\$95	\$361,000
Adtl. Litter Remv.	Acre	500	\$2	\$1,000	\$5	\$2,500	\$15	\$7,500
Total Basic Year				\$272,350		\$349,500		\$414,750
Option Year 1								
Mowing	Acre	4,500	\$68	\$306,000	\$83	\$371,250	\$95	\$427,500
Adtl. Litter Remv.	Acre	650	\$2	\$1,300	\$5	\$3,250	\$15	\$9,750
Total Option Year 1				\$307,300		\$374,500		\$437,250
Option Year 2								
Mowing	Acre	5,200	\$69	\$358,800	\$85	\$442,000	\$95	\$494,000
Adtl. Litter Remv.	Acre	750	\$3	\$2,250	\$5	\$3,750	\$15	\$11,250
Total Option Year 2				\$361,050		\$445,750		\$505,250
All Years				\$940,700		\$1,169,750		\$1,357,250




Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

December 28, 2015

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-Y16-159-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Goldenrod and Bithlo

The Business Development Division evaluated the **3 bids** submitted for this project and found that the **1** Orange County Certified Minority Women Business Enterprise bidder **is not within 5% of the low bid** for bid awards of \$750,000.01 to \$2,000,000.00. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Sheena Ferguson, Manager, Business Development Division



BID COMPARISON

Y16-159-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Goldenrod and Bithlo

Rank	Bidder	Bid Amount	\$ Over Low Bid	% Difference From Low Bid (5%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid
Low Bid	Carol King Landscape Maintenance, Inc.	\$940,700				
2nd Low	Groundtek of Central Florida, LLC (HM)	\$1,169,750	\$229,050	24.35%		
3rd Low	Ameriscapes Landscape Management Services, LLC	\$1,357,250	\$416,550	44.28%	\$187,500	16.03%



Interoffice Memorandum

January 12, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: ~~Chris~~ for Johnny Richardson, Manager, Procurement Division

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

SUBJECT: Award of Invitation for Bids Y16-160-JS, MSBU and Non-MSBU Retention
Pond Mowing and Maintenance Taft I

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-160-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Taft I, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC, in the annual estimated contract award amount of \$242,165 for the basic year. Further request authorization of the Procurement Division to exercise two additional 1-year options.

PROCUREMENT:

This contract will provide mowing, edging, herbicide treatment and litter removal for retention ponds located in the Taft I (West) area of Orange County.

FUNDING:

Funds are available in account numbers 1002 072 2708 3816 and 1142 072 2902 3816.

APPROVALS:

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

REMARKS:

Three bids were received in response to Invitation for Bids Y16-160-JS and were evaluated for responsiveness, responsibility and price. The bid of Begley's Cleaning Service, Inc. d/b/a Millennium Grounds and Waters is considered to be non-responsible due to on-going performance issues. The bid of Groundtek of Central Florida, LLC is considered reasonable because it is consistent with historical pricing for this requirement. Therefore, recommendation for award is made to Groundtek of Central Florida, LLC.

The bid tabulation is attached.

BID TABULATION
Y16-160-JS
MSBU AND NON-MSBU RETENTION POND MOWING AND MAINTENANCE TAFT I

Item #		Unit	Est. Ann. Units	Groundtek of Central Florida, LLC		Ameriscapes Landscape Management Services, LLC	
				Unit Price	Total Price	Unit Price	Total Price
I	Basic Year						
1	One Time Clean Up	Acre	175	\$173.00	\$30,275.00	\$185.00	\$32,375.00
2	Mowing	Acre	2,660	\$79.00	\$210,140.00	\$115.00	\$305,900.00
3	Adtl. Litter Removal	Acre	350	\$5.00	\$1,750.00	\$15.00	\$5,250.00
	Total Basic Year				\$242,165.00		\$343,525.00
II	Option Year 1						
1	Mowing	Acre	3,010	\$81.50	\$245,315.00	\$115.00	\$346,150.00
2	Adtl. Litter Remv.	Acre	430	\$5.00	\$2,150.00	\$15.00	\$6,450.00
	Total Option Year 1				\$247,465.00		\$352,600.00
III	Option Year 2						
1	Mowing	Acre	3,500	\$83.00	\$290,500.00	\$115.00	\$402,500.00
2	Adtl. Litter Remv.	Acre	500	\$5.00	\$2,500.00	\$15.00	\$7,500.00
	Total Option Year 2				\$293,000.00		\$410,000.00
	All Years				\$782,630.00		\$1,106,125.00
The bid of Begley's Cleaning Service, Inc. d/b/a Millennium Grounds & Waters is non-responsible.							




Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

January 22, 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-Y16-160-JS, MSBU and Non-MSBU Retention Pond Mowing
and Maintenance Taft I (Revised)

The Business Development Division evaluated the **2 bids** submitted for this project and found that this contract may be awarded to **Groundtek of Central Florida, LLC**, a Certified Minority/Women Business Enterprise bidder. The Orange County certified firm is the lowest bidder. Thus, the bid preference does not apply, per the County's M/WBE Ordinance, Section 17-324.

c: Sheena Ferguson, Manager, Business Development Division



BID COMPARISON

Y16-160-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Taft I (Revised)

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, LLC (HM)	\$782,630				
2nd Low	Ameriscapes Landscape Management Services, LLC	\$1,106,125	\$323,495	41.33%		



Interoffice Memorandum

January 19, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: *EW* for Johnny Richardson, Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y16-718-CC, Mildred Dixon Activity
Center HVAC Replacement

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-718-CC, Mildred Dixon Activity Center HVAC Replacement, to the low responsive and responsible bidder, Air Mechanical and Service Corp., in the total contract award amount of \$142,500.

PROCUREMENT:

The existing HVAC system located at the Mildred Dixon Activity Center will be replaced with a new energy efficient HVAC system. The work includes replacing the equipment, ductwork, exhaust fan, VAV boxes, grilles, diffusers, registers, refrigerant, piping, condensate piping, electrical and controls.

FUNDING:

Funding is available in account number 1023 043 2049 6210.

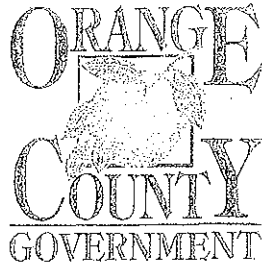
APPROVALS:

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

REMARKS:

Four bids were received. Although the bid from Air Mechanical and Service Corp. is approximately 12% lower than the second low bidder, staff evaluated the bids and determined that the low bid was reasonable. Air Mechanical and Service Corp. has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Air Mechanical and Service Corp.

<u>Bids Received:</u>	<u>Bid Amount</u>
Air Mechanical and Service Corp.	\$142,500.00
Axios Construction Services	\$159,655.00
Close Construction, LLC	\$185,025.00
MVB & Associates, Inc.	\$198,886.00



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

January 8, 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: Y16-718-CC / Mildred Dixon Activity Center HVAC Replacement

The Business Development Division evaluated the 3 lowest bids of the 4 bids submitted for this project and found that the apparent low bidder Air Mechanical & Service Corp. did not achieve good faith effort documentation and reported 8.89% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Comelco, Inc.	\$8,843.10
Wbe-wf	ABC Cleaning, Inc.	\$3,825
Total MWBE Participation		\$12,668.10 (8.89%)

The second low bid submitted by Orange County MWBE firm Axios Construction Services, LLC met the MWBE participation goal and reported 56.77% MWBE participation in their bid.

The third low bid submitted by Close Construction, LLC did not achieve good faith effort documentation and reported 6.42% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

Sheena Ferguson

BID COMPARISON**IFB-Y16-718-CC / Mildred Dixon Activity Center HVAC Replacement**

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	Air Mechanical & Service Corp.	\$142,500	\$12,668.10	8.89%	no					39/7
2nd Low	Axios Construction Services, LLC [mbe-afam]	\$159,655	\$90,635.00	56.77%	na	\$17,155	12.04%			71/29
3rd Low	Close Construction, LLC	\$185,025	\$11,885.00	6.42%	no	\$42,525	29.84%	\$25,370	15.89%	0/21
4th Low	MVB & Associates, Inc.	\$198,886	\$20,000.00	10.06%	no	\$56,386	39.57%	\$39,231	24.57%	25/12



Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

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January 11, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: *Go for* Johnny Richardson, Manager, Procurement Division

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

SUBJECT: Approval of Purchase Order M76711, Second Life Re-build of Caterpillar
740 Articulated Dump Truck

ACTION REQUESTED:

Approval of Purchase Order M76711, Second Life Re-build of Caterpillar 740 Articulated
Dump Truck, to Ring Power Corporation in the total amount of \$401,238.39.

PROCUREMENT:

The 740 articulated dump truck is used to haul cover soil and road materials to meet the
legal and performance requirements of Orange County's permit to operate the landfill.
Compost and yard waste is also moved when required.

FUNDING:

Funding is available in account numbers 4410 038 1036 6430 and 4410 038 1025 3820.

APPROVALS:

The Solid Waste Division concurs with this recommendation.

REMARKS:

The 740 articulated dump truck has reached the end of its productive life and must either
be traded in or may be completely re-built to new machine condition, which is referred to
as a second life re-build.

The following analysis was performed to support this approach:

New 740 Articulated Dump Truck

• New 740 Truck	\$578,738
• Sixty (60) Month Maintenance Agreement	\$ 52,238.39
• Less Trade-In Value of Existing Dozer	(\$ 60,000)
• Residual Value in 5 years	<u>(\$125,000)</u>
Net Cost of New 740 Dump Truck	\$445,976.39

Second Life Re-build

• Rebuild Cost	\$349,000
• Sixty (60) Month Maintenance Agreement	\$ 52,238.39
• Residual Value in 5 years	<u>(\$ 30,000)</u>
Net Cost of Second Life Rebuild	\$371,238.39

The second life re-build provides a savings of \$74,738 over the cost for a new 740 articulated dump truck. Staff has performed this price analysis and considers the second life costs to be both reasonable and in the County's best interest.

The second life re-build program is provided by Ring Power Corporation, the manufacturer's local factory authorized sales and service facility. Ring Power Corporation is the only authorized repair facility for Caterpillar equipment in this area. The second life re-build of the dump truck will completely tear down the truck to its component parts. All parts will be refurbished to new part specifications or replaced by new parts.

In addition to providing a like-new truck with a new-equipment warranty of sixty (60) months or 7,500 hours, whichever comes first, the maintenance agreement provides regularly scheduled maintenance including, but not limited to, the replacement of oils, fluids, filters, mechanical adjustments, lubrications and safety inspections.





Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 1

DATE: January 28, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF LICENSE AGREEMENT
BETWEEN WRI-TC MARKETPLACE AT DR. PHILLIPS, LLC AND
ORANGE COUNTY, FOR PARKING

PROJECT: SOE Voter Parking for Southwest Branch Library
Marketplace at Dr. Phillips
Orlando, Florida

District 1

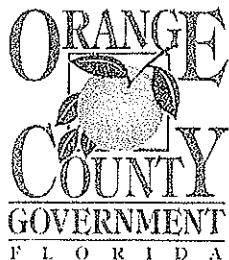
PURPOSE: To provide additional parking area for early voting at the library.

ITEM: License Agreement
Cost: Donation
Size: Approximately 15,000 square feet
Term: February 29, 2016 through March 13, 2016
August 15, 2016 through August 28, 2016
October 24, 2016 through November 6, 2016

APPROVALS: Real Estate Management Division
Supervisor of Elections
County Attorney's Office
Risk Management Division

REMARKS: Supervisor of Elections needs additional parking for early voters at the Southwest Branch library. This is a short term License Agreement between WRI-TC Marketplace at Dr. Phillips, LLC and Orange County for use of a parking area at the Marketplace at Dr. Phillips, located across the street from the library.

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
8

REAL ESTATE MANAGEMENT ITEM 2

DATE: January 28, 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 GRANT OF NON-EXCLUSIVE UTILITY EASEMENT BETWEEN ORANGE COUNTY AND PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Corrections Kitchen, Laundry, and Staff Dining

District 6

PURPOSE: To provide for access, construction, operation, and maintenance of gas lines and related facilities by Peoples Gas System, a Division of Tampa Electric Company.

ITEM: Grant of Non-Exclusive Utility Easement
Revenue: None
Size: 1.03 acres

APPROVALS: Real Estate Management Division
County Attorney's Office
Corrections Department
Capital Projects Division
Risk Management Division

REMARKS:

This Grant of Non-Exclusive Utility Easement (Easement) provides Peoples Gas System, a Division of Tampa Electric Company (Grantee) the right to install and maintain gas lines and related facilities for service to the Orange County Corrections Department site. The Easement provides for new service to accommodate improvements to the Corrections Kitchen, Laundry, and Staff Dining as well as defining existing gas lines within the property and terminates an existing easement that is not needed.

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 M


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

DATE: January 28, 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 PARTIAL RELEASE OF
CONSERVATION EASEMENT BETWEEN SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND ORANGE COUNTY AND
AUTHORIZATION TO DISBURSE FUNDS TO PAY RECORDING
FEES AND RECORD INSTRUMENT

PROJECT: John Young Parkway – South (Florida Turnpike to SR 528)

District 6

PURPOSE: To release a portion of a conservation easement in connection with road
improvements.

ITEM: Partial Release of Conservation Easement
Cost: None
Area released: 2.016 acres
Total remaining size: 179.723 acres

BUDGET: Account No.: 1046-072-5001-6610

FUNDS: \$95.00 Payable to Orange County Comptroller
(recording fees)

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

REMARKS: On July 13, 2010, the Board of County Commissioners approved the purchase of right-of-way for the John Young Parkway – South (Florida Turnpike to SR 528) (JYP) project. The subject property was encumbered with a conservation easement to the South Florida Water Management District (District). As part of the permitting phase of the JYP project, the District required the County to apply for a partial release of the conservation easement and purchase additional mitigation.

The County has now applied for a permit for the JYP project and all mitigation required in connection with the partial release has been purchased. The District has agreed to execute the Partial Release of Conservation Easement upon approval and execution by the 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 Memorandum


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
10

REAL ESTATE MANAGEMENT ITEM 4

DATE: January 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 DONATION AGREEMENT BETWEEN APOPKA WOODS, LLC AND ORANGE COUNTY, WARRANTY DEED FROM APOPKA WOODS, LLC TO ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Apopka Woods Subdivision OCU Permit: 14-E-006 OCU File #: 76285
District 2

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

ITEMS: Donation Agreement

Warranty Deed
Cost: Donation
Size: 2,007.8 square feet

APPROVALS: Real Estate Management Division
Utilities Department
Risk Management Division

REMARKS: This lift station tract is being donated to the County for the benefit of the Apopka Woods Subdivision.

Grantor to pay all closing costs.

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



Interoffice Memorandum

AGENDA ITEM

December 30, 2015

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: February 9, 2016 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (80)

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 15-1653	1	U S BANK NATIONAL ASSN TRUSTEE	\$ 493.45
LC 15-1171	2	TRSTE LLC TR	\$ 88.53
LC 15-1202	2	DEUTSCHE BANK NATIONAL TRUST CO TR	\$ 87.32
LC 15-1215	2	WILSON SUZETTE MICHELLE	\$ 528.02
LC 15-1281	2	MAUBAHAT PAUL	\$ 359.90
LC 15-1282	2	MAUBAHAT PAUL	\$ 370.40
LC 15-1369	2	FEDERAL NATIONAL MORTGAGE ASSN	\$ 1,928.40
LC 15-1377	2	CHAMBERS ELAINE C	\$ 450.34
LC 15-1398	2	VANDEGRIFT SHARAN; VANDEGRIFT GUY	\$ 752.90
LC 15-1404	2	MANRY PAUL	\$ 2,619.90
LC 15-1461	2	KHAN SAIFUDDIN; KHAN MARYAM	\$ 287.64
LC 15-1503	2	STEARNS BANK N A	\$ 741.40
LC 15-1506	2	STEARNS BANK N A	\$ 333.45
LC 15-1531	2	PAGAN HARRY; PAGAN JESUS JR; PAGAN DAVID; DIAZ IRIS N; RIVERA ANNA D	\$ 366.90

Page Two
February 9, 2016 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (80)

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 15-1311	3	RASHID BIBI	\$ 228.50
LC 15-1343	3	TAYLOR CLOYD A JR ESTATE	\$ 112.18
LC 15-1519	3	TRUNTICH EVELYN; TRUNTICH JEFFREY H	\$ 445.90
LC 15-1521	3	TARPON IV LLC	\$ 659.51
LC 15-1522	3	STEPHENSON SEANA	\$ 193.85
LC 15-1581	3	U S BANK NATIONAL ASSN TRUSTEE	\$ 217.06
LC 15-1588	3	NETANE-THOMSON LAVINIA TR	\$ 826.13
LC 15-1639	3	WEBSTER TONY DALE	\$ 413.08
LC 15-1643	4	TARPON IV LLC	\$ 245.00
LC 15-1644	4	TARPON IV LLC	\$ 230.15
LC 15-1099	5	KICINSKI CARMEN L	\$ 147.93
LC 15-1245	5	TARPON IV LLC	\$ 454.86
LC 15-1298	5	HUBBARD CHARLOTTE LEE	\$ 374.59
LC 15-1446	5	PURSGLOVE MARA	\$ 425.85
LC 15-1525	5	RIVERA LUIS; COLON JENNY	\$ 175.10
LC 15-1574	5	NGUYEN TUAN A; NGUYEN TRANGDAI	\$ 279.00
LC 15-1603	5	MORGAN MARGARET	\$ 573.43
LC 15-1682	5	JPMORGAN CHASE BANK NATIONAL ASSN	\$ 1,166.25
LC 15-1684	5	EVANS THOMAS M	\$ 153.70
LC 16-0002	5	TAX LIEN STRATEGIES LP	\$ 453.90
LC 16-0003	5	CURTIS BILLY; CURTIS TERI	\$ 240.95
LC 16-0023	5	WINTERS STEPHANIE S	\$ 173.90
LC 16-0024	5	TURNER FRANKLIN	\$ 1,345.31
LC 15-1124	6	COUTURE GLEN; SOUEY LISA M; COUTURE ALAN A; COUTURE HENRY L H JR; COUTURE WAYNE D; COUTURE LEILA J; COUTURE LINDA M; JUDKINS LAURA A; COUTURE THOMAS J; COUTURE JEFFREY D; COUTURE JOHN B	\$ 219.03
LC 15-1125	6	SMITH ETHLYN L; SMITH ORVILLE H	\$ 305.75
LC 15-1133	6	TAX EASE FLORIDA REO LLC	\$ 214.11
LC 15-1136	6	FRONTLINE OUTREACH INC	\$ 1,642.85
LC 15-1139	6	TAX EASE FLORIDA REO LLC	\$ 262.73
LC 15-1228	6	R AND K HOMES AND CONSTRUCTION INC	\$ 497.40
LC 15-1233	6	RIVERA ARIEL S	\$ 192.38
LC 15-1237	6	BANK OF NEW YORK MELLON TRUSTEE	\$ 222.30
LC 15-1268	6	DANBOISE CHERYL S; COLLINS THERESA	\$ 874.51
LC 15-1304	6	WAVERIDERS P L	\$ 185.13
LC 15-1320	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 128.67
LC 15-1321	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 227.76
LC 15-1328	6	NED LOONEY LAND TRUST	\$ 134.10
LC 15-1329	6	K AND V PROPERTY INVESTMENTS LLC	\$ 327.32
LC 15-1333	6	RAMVALES INVESTMENTS INC	\$ 416.90
LC 15-1335	6	CITY STRUCTURES INVESTMENTS LLC	\$ 414.90

Page Three
February 9, 2016 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (80)

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 15-1337	6	GRACE ALBERT	\$ 414.40
LC 15-1349	6	TYNDALL LINDA	\$ 254.33
LC 15-1350	6	JONES JAMIN M	\$ 232.59
LC 15-1351	6	VIAMONTES RENE	\$ 307.02
LC 15-1359	6	OWENS BILLIE JO	\$ 820.65
LC 15-1360	6	MADRY EDNA; MADRY W	\$ 533.15
LC 15-1371	6	TARPON IV LLC	\$ 446.15
LC 15-1372	6	TARPON IV LLC	\$ 450.90
LC 15-1375	6	NATIONSTAR MORTGAGE LLC	\$ 211.59
LC 15-1379	6	HAIMAN BARRY	\$ 197.52
LC 15-1380	6	PIERRE LORETTE	\$ 276.49
LC 15-1381	6	ROLLERSON SENITA	\$ 200.84
LC 15-1392	6	ESTRADA JUAN; ESTRADA AURORA	\$ 189.02
LC 15-1399	6	TARPON IV LLC	\$ 198.15
LC 15-1411	6	CIRCLE B LLC	\$ 233.01
LC 15-1413	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 513.40
LC 15-1414	6	ALUMNI PARTNERS II LLC	\$ 415.90
LC 15-1415	6	GONZALEZ VICTOR H; GONZALEZ ALEJANDRA E	\$ 733.90
LC 15-1420	6	GONZALEZ ALEJANDRA E	\$ 288.03
LC 15-1422	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 190.80
LC 15-1423	6	LYNCH MILLIE R	\$ 408.05
LC 15-1424	6	ENGLISH CAROLYN JOANN; COOPER LINWOOD RAY	\$ 348.30
LC 15-1425	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 183.24
LC 15-1426	6	TARPON IV LLC	\$ 308.19
LC 15-1427	6	ALKUBAISI ABDULLA; ALKUBAISI WANDA FELINA	\$ 137.67
LC 15-1428	6	ALKUBAISI ABDULLA; ALKUBAISI WANDA FELINA	\$ 167.34
LC 15-1443	6	J P F D INVESTMENT CORP	\$ 273.33

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 memorandum

AGENDA ITEM

January 15, 2016

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

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

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

SUBJECT: February 9, 2016 — Consent Item
Hickory Nut Estates Planned Development (PD)
Adequate Public Facilities (APF) Agreement
(Related to Case # LUP-15-07-204)

The proposed Hickory Nut Estates Planned Development (PD) contains 99.86 gross acres and is generally located on the south of Old YMCA Road, between the Orange / Lake County Line and Lake Hickory Nut Drive. More specifically, the subject property is located within the Village H Specific Area Plan (SAP) of Horizon West, and is primarily designated Estate Rural on the Village H SAP Recommended Land Use Plan (LUP), with limited areas designated Upland Greenbelt and Wetlands. Through rezoning application #LUP-15-07-204, the proposed Hickory Nut Estates PD allows for the development of forty (40) single-family detached residential dwelling units on forty (40) net developable acres.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of APF lands, which are based on the ratio of required APF acres to net developable acres within the SAP. In the event that APF land requirements cannot be met within a particular PD, an owner may pay a fee to the County equal to the value of the ratio of required APF lands and based upon the average fair market value of land as established by an independent appraiser. For the Village H SAP, the adopted ratio of APF acres to net developable acres is 1.0 to 7.6.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Hickory Nut Estates PD is subject to the attached APF Agreement that recognizes that the project is accountable for a minimum of 5.26 acres of APF lands. However, with no on-site APF lands, the project carries an APF deficit of 5.26 acres.

Page Two
February 9, 2016 — Consent Item
Hickory Nut Estates PD / APF Agreement (Related to Case # LUP-15-07-204)

As addressed in the subject Agreement, and in order to satisfy their APF deficit, the owner has agreed to pay the County an APF Fee of \$217,006.56 (\$41,256.00 per acre) prior to County approval of the first platting of the PD property.

The Hickory Nut Estates APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on September 23, 2015, and has been placed on the February 9, 2016 BCC consent agenda for concurrent consideration with the associated PD rezoning request. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Hickory Nut Estates PD by and between Horizon West Investment Group, LLC and Orange County, District 1

JVW/JS:rep

Attachments

This instrument prepared by and after recording return to:
William E. Barfield, Esq William E. Barfield, P.A.
225 S Westmont Ave. Suite 3000
Altamonte Springs, Florida 32714
407.478.1866

Tax Parcel I.D. No(s): 06-24-27-0000-00-002; 06-24-27-0000-00-014;
06-24-27-0000-00-016; 06-24-27-0000-00-017

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR HICKORY NUT ESTATES PD**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HICKORY NUT ESTATES PD (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Horizon West Investment Group, LLC, a Florida limited liability company whose mailing address is 27 Summerlin Ave, Orlando, Florida 32801 ("OWNER") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("COUNTY").

RECITALS:

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

B. The PD Property is identified on the Orange County Comprehensive Plan 2010-2030 (the "Comprehensive Plan") Future Land Use map with the "Village" land use designation and constitutes a portion of Hickory Nut Estates PD PD as same is described and depicted in the Village H Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the "BCC") on June 13, 2006 (the "Village H SAP").

C. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan ("CPP") amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result

of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995. The Hickory Nut Estates PD has relied on the prior approvals of the Horizon West Study and the Village H SAP, and on the Village H SAP approvals and studies included in the SAP.

D. The Village H SAP contemplates certain single family residential uses within the PD Property.

E. OWNER desires to develop the PD Property in accordance with the Hickory Nut Estates Planned Development Land Use Plan submitted by OWNER to COUNTY and with the PD zoning application on file with COUNTY.

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

G. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that OWNER enter into a developer's agreement addressing the conveyance to the COUNTY of adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in the agreement, pursuant to Section 30-714(c). The parties have agreed that this Agreement constitutes such agreement.

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

I. It is the intent of the parties that COUNTY will consider approval of Hickory Nut Estates PD with its consideration of this Agreement.

J. The PD Property contains approximately 40.0 acres of **net** developable land, and Section 30-714 of the APF/TDR Ordinance requires 1 acre of public facilities acreage for every 7.60 acres of net developable land (the "APF Ratio").

K. When applied to the PD Property, the APF Ratio requires approximately 5.26 acres of public facilities lands.

L. As shown on the PD Land Use Plan for the Hickory Nut Estates PD, and as described in this Agreement, OWNER is not providing any acreage of adequate public facilities land (the "APF Land") to COUNTY, thereby creating an APF deficit of 5.26 acres.

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

AGREEMENT

1. Recitals. The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.
2. APF Deficit. The Village H APF Ratio requires that OWNER convey to COUNTY approximately 5.26 acres of APF Land. This Agreement provides for no conveyance of APF Land, thereby creating a 5.26-acre APF deficit.
3. APF Fee / Acreage Credits. OWNER will pay to COUNTY an APF Fee of Forty-One Thousand Two Hundred Fifty- Six and No/100 Dollars (\$41,256.00) per acre for 5.26 acre(s), for a total of Two Hundred Seventeen Thousand Six and 56/100 Dollars (\$217,006.56), to account for the APF deficit, representing OWNER'S full and final APF contribution for the PD Property. OWNER has agreed that payment of the APF Fee shall occur prior to or in connection with Planned Development approval.
4. Recording. Within thirty (30) days of the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at OWNER'S expense
5. Limitation of Remedies. COUNTY and OWNER expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.
 - a) Limitations on COUNTY'S Remedies. Upon any failure by OWNER to perform its obligations under this Agreement, COUNTY shall be limited strictly to only the following remedies:
 - (i) action for specific performance; or

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

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

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

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

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

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

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

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

COUNTY: Orange County, Florida, c/o County Administrator
Post Office Box 1393 Orlando,
Florida 32802-1393 Telephone:
407.836.7370

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

Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex 4200
S. John Young Parkway Orlando, Florida
32839-8070 Telephone: 407.836.8070

OWNER: Horizon West Investment Group, LLC
Attn: Sadique Jaffer, Managing Member
27 Summerlin Ave.
Orlando, Florida 32801
Telephone: 407.649.9888

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

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

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

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

13. Survival. The obligations of this Agreement shall survive payment of the APF FEE to COUNTY.

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print: _____

HORIZON WEST INVESTMENT GROUP, LLC,
a Florida limited liability company

By: [Signature]
Sadique Jaffer
Managing Member

Date: 12/8/15

WITNESSES:

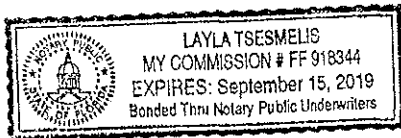
[Signature]
Print Name: Ashley Westmoreland

[Signature]
Print Name: Amal Farah

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Sadique Jaffer, Managing Member of Horizon West Investment Group, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 09 day of, DECEMBER, 20 15. S/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 09 day of, DECEMBER, 20 15.



[Signature]
Notary Public
Print Name: LAYLA TSESMELIS

My Commission Expires: 09/15/19

Exhibit "A"

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

(see attached 1 Sketch)

LEGAL DESCRIPTION: (PROVIDED BY CLIENT)

PARCEL 1

A PORTION OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE S00°28'57"W, 732.95 FEET ALONG THE WEST LINE OF SAID SECTION FOR A POINT OF BEGINNING; THENCE EAST 943.61 FEET, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N01°48'10"W 703.29 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD YMCA ROAD; THENCE EAST 60.04 FEET; THENCE S01°48'10"E 703.29 FEET; THENCE EAST 523.29 FEET TO THE WEST LINE OF LOT 42, HICKORY LAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°27'47"W 1942.04 FEET TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION; THENCE N89°36'42"W 1527.55 FEET TO THE WEST 1/4 CORNER; THENCE N00°28'57"E 1931.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

LOT 42, HICKORY LAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; LESS THE NORTH 438.02 FEET THEREOF.

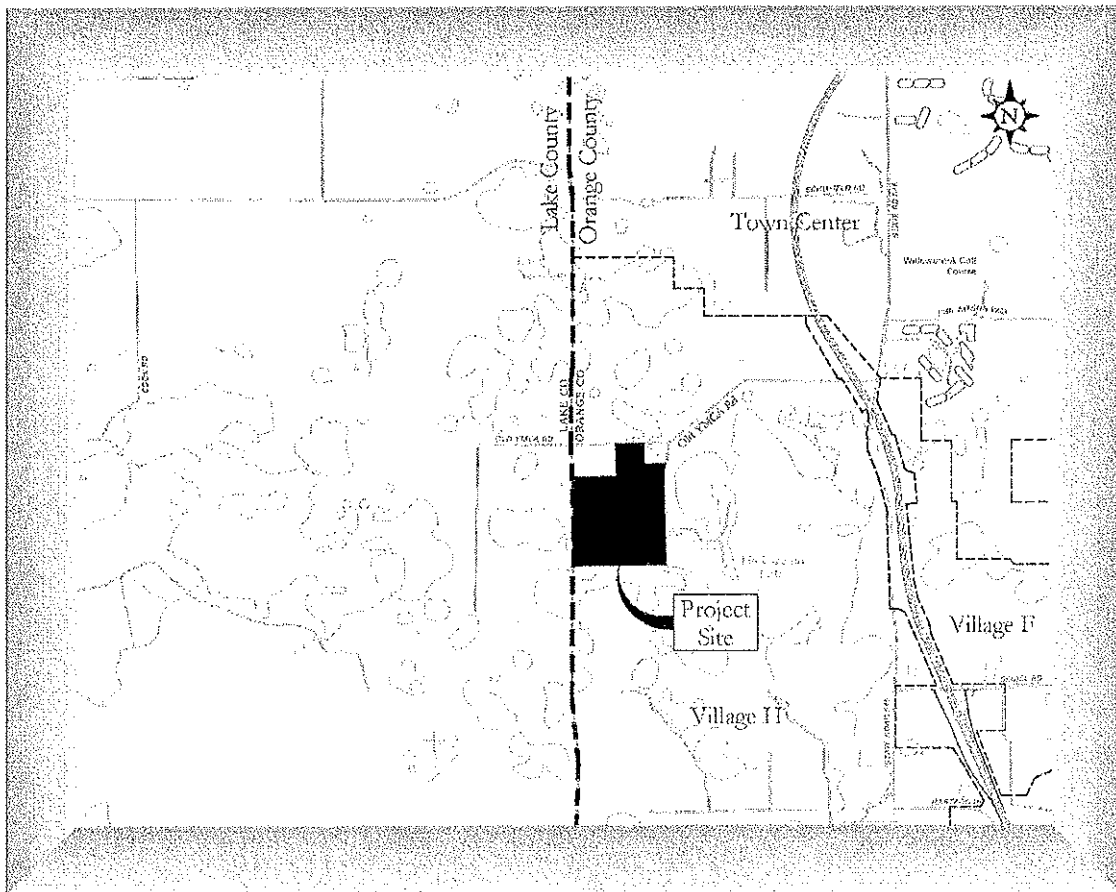
PARCEL 2

FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA RUN EAST ALONG NORTH LINE OF SAID SECTION, 974.64 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE EAST 552.28 FEET TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6; THENCE S00°27'47"W 732.95 FEET ALONG THE EAST LINE OF SAID NW 1/4 OF NW 1/4, SAID LINE ALSO BEING AT THE WEST LINE OF LOT 42, HICKORY LAKE ESTATES, PLAT BOOK "V", PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE WEST 523.29 FEET; THENCE N01°48'10"W 739.29 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 30 FEET FOR ROAD RIGHT-OF-WAY. SAID PROPERTY

CONTAINS 99.7237 ACRES OF LAND, MORE OR LESS.

Exhibit "B"

Project Area Location Map



Location Map

Not to Scale

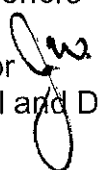


Interoffice Mem

January 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: Alan Plante, Manager, Division of Building Safety
PHONE NUMBER: 407 836-5816

SUBJECT: February 9, 2016 – Consent Item
Permitting Fee Refunds and Write-Offs

In December 2014, the Land Development Management System (LDMS) permitting system was updated to address application stability, speed, and ability to comply with the vendor support agreement. Sometime after the upgrade, it was discovered the commercial fee structure was miscalculating certain plan review permit fees. This problem was reported by the Office of the Fire Marshal (OFM) and the Zoning Division. Upon initial review, this issue appeared to be user error, but after further research, it was confirmed the calculation errors were caused by programming errors in the LDMS. These errors were limited to the commercial fee structure within the Zoning Division and the OFM, and resulted in both undercharges and overcharges.

On July 21, 2015, a meeting was held between OFM, Information Systems and Services (ISS) and Building Safety to formulate an action plan to correct this issue moving forward. Reports were developed to document the extent of permits affected and permit revenues. It was determined that fee calculation errors occurred on permits issued as early as October 2013, due to instances where permit modifications and extra reviews were performed. The County developed, tested, and successfully implemented a corrected LDMS programming code on August 28, 2015.

In total, 39 permits in Zoning were incorrectly billed. Thirty-eight permits were overcharged, with a total overcharge of \$16,062, and one permit was undercharged by an amount of \$570. The OFM had 391 permits that were incorrectly billed. One hundred forty five permits were overcharged, with a total overcharge of \$13,570, and 46 permits were undercharged by an amount of \$5,415.

It is reasonable that refunds be issued to customers that were overcharged. The total refund amount will be \$29,632. However, it would be difficult to pursue and collect undercharged amounts from customers (including contractors, property owners, and other businesses) that have already received permits and may have been issued final certificates of occupancy or closed out project-related billings and accounts. The total write-off amount will be \$5,985.

ACTION REQUESTED: Approval to issue refunds totaling \$29,632 for overcharges and write-off of undercharges in the amount of \$5,985 for LDMS System errors. All Districts

JVW/AP:rep

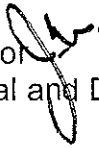


Interoffice Memorandum

AGENDA ITEM

January 13, 2016

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

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

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

SUBJECT: February 9, 2016- Consent Item
Agreement Concerning Termination of Carlsbad Orlando, LLC
Agreement, and Termination of Carlsbad Orlando, LLC
Agreement

On June 10, 2008, the Board of County Commissioners (BCC) approved an agreement between Orange County and Carlsbad Orlando, LLC regarding site investigation and potential remediation of the property with tax parcel identification number 32-23-31-0000-00-002, which was known as the Starwood Development of Regional Impact. Maps prepared by the U.S. Army Corps of Engineers indicated that a large portion of the 2,549-acre property was located within an area of the former Pinecastle Jeep Range, a Formerly Used Defense Site. Because of the potential presence on the property of munitions and explosives of concern (MEC), discarded military munitions, and soil and groundwater contamination from munitions constituents (MC), the County determined that a comprehensive site investigation was necessary to protect human health and the environment. The agreement established the terms under which the site investigation would be conducted and the procedures to remove any MEC found on the property and to remediate any MC-related soil or groundwater contamination.

The property owner has requested termination of the agreement based on the anticipated annexation of the property by the City of Orlando. If approved by the City, the development of the property is no longer subject to the jurisdiction of the County.

Page Two

February 9, 2016 – Consent Item

Termination Agreements for Carlsbad Orlando LLC

The owners of the property also plan to sell, in lieu of condemnation, acreage on the northern boundary of the property to Central Florida Expressway Authority (CFX) for expansion of the Beachline/State Road 528 and construction of the All Aboard Florida high-speed rail lines. Termination of the agreement would allow for the earlier release of a significant amount of CFX funds that are being held in escrow.

The proposed termination agreement would not become effective unless and until the annexation is final. Therefore, a separate agreement stipulates that the executed termination agreement would be held in escrow and not recorded until the annexation ordinance has been approved on second reading by the City and after the appeal period has run its course with no appeals being filed or, if any appeal is filed, after successful resolution of the appeal. If annexation does not occur for any reason, the escrow agent must release the termination agreement to the County without recording it.

ACTION REQUESTED: Approval and execution of (1) the Agreement Concerning Termination of Carlsbad Orlando, LLC Agreement Regarding Site Investigation and Potential Remediation and Escrow Agreement, with its Exhibits; and (2) the Termination of Carlsbad Orlando, LLC Agreement Regarding Site Investigation and Potential Remediation. District 4

JVW/LC: mg

Attachments

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Miranda F. Fitzgerald, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Account No. 802
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

**TERMINATION OF CARLSBAD ORLANDO, LLC AGREEMENT REGARDING SITE
INVESTIGATION AND POTENTIAL REMEDIATION**

**THIS TERMINATION OF CARLSBAD ORLANDO, LLC AGREEMENT
REGARDING SITE INVESTIGATION AND POTENTIAL REMEDIATION** (this
"Termination") is dated as of the ____ day of _____, 201__, by and between
CARLSBAD ORLANDO, LLC, a Florida limited liability company (the "Owner"), and
ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of
Florida corporation (the "County").

WITNESSETH:

WHEREAS, the Owner is the owner of that certain real property located within Orange
County which is more particularly described on Exhibit 1 attached hereto (the "Property"); and

WHEREAS, the Owner and the County entered into that certain Carlsbad Orlando, LLC
Agreement Regarding Site Investigation and Potential Remediation dated June 18, 2008 and
recorded July 2, 2008 in Official Records Book 9722, Page 3947, of the Public Records of
Orange County, Florida (the "Agreement") which encumbered the Property; and

WHEREAS, the Property has been annexed into the City of Orlando and, the
development of the Property is no longer subject to the jurisdiction of the County; and

WHEREAS, accordingly, the County and the Owner desire to terminate the Agreement.

WHEREAS, Section 12 of the Agreement provides that the Agreement may be
terminated by the agreement of the parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained and
other good and valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, the County and Owner hereby acknowledge and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part of this Termination as if fully set forth herein.

2. Termination of Agreement. Effective as of the date that this Termination is recorded in the Public Records of Orange County, Florida, the Agreement is and shall be terminated and of no further force and effect whatsoever and will never be automatically revived. Neither party shall have any obligations under or pursuant to the Agreement, and the Agreement shall have no further encumbrance upon the Property.

3. Record Notice. The Owner and the County are executing and recording this Termination to place all third parties on record notice of the termination, cancellation and the extinguishment of the Agreement.

4. Binding Effect/Successors and Assigns Bound. This Termination shall be binding upon and inure to the benefit of Carlsbad Orlando, LLC and all successors and assigns of Carlsbad Orlando, LLC, including all successors in title to the Property.

IN WITNESS WHEREOF, this Termination has been duly executed by the parties hereto as of the day and year first written above.

County Seal

ORANGE COUNTY

By: Board of County Commissioners

ATTEST: Martha O. Haynie

By: _____
Teresa Jacobs
Orange County Mayor

As Clerk of the Board of County
Commissioners

By: _____
Deputy Clerk

Date: _____

[Signatures continue on following page]

Name: Susan C. Bringle
SUSAN C BRINGLE
Name: Amanda Durham
Amanda Durham

OWNER

CARLSBAD ORLANDO, LLC, a Florida
limited liability company

By: [Signature]
Name: Steven H. Gray
Title: Manager

STATE OF FLORIDA
COUNTY OF Marion

SWORN TO AND SUBSCRIBED before me this 8th day of January 2016 by
Steven H. Gray, as Manager of Carlsbad Orlando, LLC, a Florida limited liability company. He
is personally known to me or produced _____ as identification.

(NOTARY SEAL)

SUSAN C. BRINGLE
Notary Public, State of Florida
My comm. expires October 13, 2016
Comm. No. EE 835579

[Signature]
Notary Public Signature
Name: Susan C Bringle
Commission No.: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION (Based on ORB 7269 PG. 3564):

That portion of Section 32, lying North of a line extended between the Easterly $\frac{1}{4}$ corner and the Northwest corner;

That portion of Section 33, lying North of a line extended between the Southeast corner and the West $\frac{1}{4}$ corner and lying south of State Road 528 (Beeline Expressway);

And all of Sections 34 and 35, all lying in Township 23 South, Range 31 East.

AND

All of Section 2;

LESS AND EXCEPT the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and that portion of Section 3, lying North of a line extended between the Easterly $\frac{1}{4}$ corner and the Northwest corner, all being in Township 24 South, Range 31 East.

Said land lying and being in Orange County, Florida.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Miranda F. Fitzgerald, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Account No. 802
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

**AGREEMENT CONCERNING TERMINATION OF
CARLSBAD ORLANDO, LLC AGREEMENT REGARDING
SITE INVESTIGATION AND POTENTIAL REMEDIATION AND ESCROW
AGREEMENT**

THIS AGREEMENT CONCERNING TERMINATION OF CARLSBAD ORLANDO, LLC AGREEMENT REGARDING SITE INVESTIGATION AND POTENTIAL REMEDIATION AND ESCROW AGREEMENT (this "Agreement") is made and entered as of the ___ day of _____, 20__, by and between CARLSBAD ORLANDO, LLC, a Florida limited liability company (the "Owner"), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida corporation (the "County").

WITNESSETH:

WHEREAS, the Owner is the owner of that certain real property located within Orange County which is more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Owner and the County entered into that certain Carlsbad Orlando, LLC Agreement Regarding Site Investigation and Potential Remediation dated June 18, 2008 and recorded July 2, 2008 in Official Records Book 9722, Page 3947, of the Public Records of Orange County, Florida which encumbered the Property and which is referred to herein as the "Site Investigation Agreement"; and

WHEREAS, at the time of the Site Investigation Agreement, the County was the jurisdictional entity responsible for the regulation of the development of the Property; and

WHEREAS, Owner has submitted an application for annexation with the City of Orlando whereby it is anticipated that the entire Property shall be annexed into the city limits of Orlando and the County shall no longer have jurisdiction over the regulation of development of the Property; and

WHEREAS, Section 12 of the Site Investigation Agreement provides that the Site Investigation Agreement may be terminated by the agreement of the parties (the "Termination Document"); and

WHEREAS, in anticipation of the annexation of the Property, Owner and the County desire to terminate the Site Investigation Agreement effective upon the final annexation of the Property into the City of Orlando, and hold in escrow the final original executed Termination Document until such time as the annexation ordinance has been finally approved by the City of Orlando, and either (i) the timeframe for expiration of all appeals of such annexation has passed or (ii) if any appeals have been filed, the successful resolution of any such appeal has been concluded with the annexation remaining in effect; and

WHEREAS, the parties are delivering the original Termination Document to the law firm of Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (the "Escrow Agent") for purposes of holding the original Termination Document in escrow until the annexation ordinance has been approved and all appeal periods successfully expired as set forth above pursuant to the terms hereof;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Owner hereby acknowledge and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and made a part of this Agreement as if fully set forth herein.

2. **Execution of Termination Document.** The parties acknowledge that Owner has applied for annexation of the Property into the City of Orlando and will diligently pursue such annexation from and after the date of this Agreement. Accordingly, it is contemplated that, upon approval of such annexation, the County shall no longer have jurisdiction over the development of the Property. Based upon such anticipated annexation, upon execution of this Agreement by both Owner and County, Owner and County shall also execute a Termination Document in the form attached hereto as Exhibit "B."

3. **Escrow of Termination Document.** Promptly upon the execution of this Agreement and the execution of the Termination Document, the parties shall deliver the original Termination Document to the law firm of Lowndes, Drosdick, Doster, Kantor & Reed, P.A., as the Escrow Agent. The Escrow Agent shall hold the original Termination Document in escrow until the annexation ordinance has been approved on second reading by the City of Orlando and either (i) the timeframe for expiration of all appeals of such annexation has passed; or (ii) if appeals have been filed following approval of the annexation ordinance, successful resolution of any such appeal has been concluded with the annexation remaining in effect. Upon the satisfaction of condition (i) or (ii), the Escrow Agent is hereby authorized by Owner and County to immediately record the Termination Document in the Public Records of Orange County, Florida without further consent from or notice to Owner or County. Upon confirmation that the Termination Document has been recorded, Escrow Agent will notify Owner and County of the recording reference thereof. If for any reason condition (i) or (ii) is not satisfied within thirty (30) months following the date of this Agreement, Escrow Agent shall deliver the executed Termination Document to the County without recording and all parties recognize that the Termination Document shall thereafter be null and void.

In the event of a dispute among the parties concerning release of the Termination Document, the Escrow Agent may, in its sole discretion, continue to hold the Termination Document until the parties mutually agree to the disposition thereof or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or may deposit and interplead the Termination Document with the Clerk of the Circuit Court of Orange County, at its option, without further liability or responsibility on its part. All costs, expenses and attorney's fees associated with any such interpleader may be recovered by the Escrow Agent as a part of any award made by the Court having jurisdiction in such interpleader action.

4. Duties and Liability of Escrow Agent.

(a) It is agreed that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Termination Document (the "Escrowed Property") as provided for hereunder, and for the disposition of same in accordance with this Agreement. No duties or obligations on the part of Escrow Agent under and pursuant to this Agreement shall be implied from the terms of this Agreement. Escrow Agent assumes no duties, obligations or liabilities under this Agreement except as specifically set forth herein. Escrow Agent shall not be under an obligation, nor shall Escrow Agent be authorized, to exercise any discretion in the disbursement of any Escrowed Property, and Escrow Agent shall have no responsibilities, duties or obligations with respect to the Escrowed Property other than as expressly stated in this Agreement and to faithfully perform and discharge joint written directions and instructions received from Owner and the County or such other directions as may be required by order of a court of competent jurisdiction for the disposition of the Escrowed Property.

(b) The Owner hereby indemnifies Escrow Agent and holds it harmless from and against 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 (including but not limited to reasonable attorneys' fees and costs), which it may incur or with which it may be threatened directly or indirectly arising from or in any way connected with this Agreement or which may result from Escrow Agent's following of instructions from Owner, except to the extent any of the same is caused by or contributed to by the gross negligence or willful misconduct of the Escrow Agent.

(c) The Escrow Agent hereby retains its right to represent Owner in connection with this transaction, and the parties hereto acknowledge and consent to such representation.

5. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida, without regard to principles of conflicts of laws.

6. Amendment. This Agreement and the Termination Document to be granted hereunder shall not be changed, altered or amended except by an instrument in writing duly executed by the parties hereto. This Agreement shall be recorded at the expense of the Owner upon execution by both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns, as well as the beneficiaries of any

such party bound by this Agreement. This Agreement shall automatically terminate upon recordation of the Termination Document and be of no further force or effect. If for any reason the Termination Document is not recorded within thirty (30) months following the date of this Agreement, this Agreement shall automatically terminate and be of no further force or effect.

7. Further Assurances. The parties agree to do and take further and additional acts and actions and execute, acknowledge, and deliver such further and additional documents, instruments and writing which are not specifically referred to herein as may be necessary, required or appropriate for the purpose of fully effectuating the provisions of this Agreement.

8. Severance of Provisions. Every provision of this Agreement is hereby declared to be independent of and separate from every other provision. If any such provision shall be held to be invalid or unenforceable, that holding shall be without effect upon the validity or enforceability of any other provisions of this Agreement. Every provision hereof shall be interpreted, to the extent possible, in such a way to make it valid, binding and enforceable.

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

[Signatures appear on following pages]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

County Seal

ORANGE COUNTY

By: Board of County Commissioners

ATTEST: Martha O. Haynie

By: _____
Teresa Jacobs
Orange County Mayor

As Clerk of the Board of County
Commissioners

By: _____
Deputy Clerk

Date: _____

[Signatures continue on following page]

Name: Susan C. Bringle
SUSAN C. BRINGLE

Name: Amanda Durham
Amanda Durham

OWNER

CARLSBAD ORLANDO, LLC, a Florida
limited liability company

By: SAH
Name: Steven H. Gray
Title: Manager

STATE OF FLORIDA
COUNTY OF Marion

SWORN TO AND SUBSCRIBED before me this 8th day of January, 2016 by
Steven H. Gray, as Manager of Carlsbad Orlando, LLC, a Florida limited liability company. He
is personally known to me or produced _____ as identification.

(NOTARY SEAL)

SUSAN C. BRINGLE
Notary Public, State of Florida
My comm. expires October 13, 2016
Comm. No. EE 836579

Susan C. Bringle
Notary Public Signature
Name: SUSAN C. BRINGLE
Commission No.: _____
My Commission Expires: _____

CONSENT AND ACCEPTANCE

The undersigned, as Escrow Agent, hereby consents to and agrees to comply with the terms of this Agreement, and to hold in escrow the original Termination of Carlsbad Orlando, LLC Agreement Regarding Site Investigation and Potential Remediation, as contemplated by Sections 3 and 4 above.

Dated this 11th day of January, 2016

LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.

By: 

Name: Miranda F. Fitzgerald

Its: Vice President

EXHIBIT "A"

DESCRIPTION (Based on ORB 7269 PG. 3564):

That portion of Section 32, lying North of a line extended between the Easterly $\frac{1}{4}$ corner and the Northwest corner;

That portion of Section 33, lying North of a line extended between the Southeast corner and the West $\frac{1}{4}$ corner and lying south of State Road 528 (Beeline Expressway);

And all of Sections 34 and 35, all lying in Township 23 South, Range 31 East.

AND

All of Section 2;

LESS AND EXCEPT the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and that portion of Section 3, lying North of a line extended between the Easterly $\frac{1}{4}$ corner and the Northwest corner, all being in Township 24 South, Range 31 East.

Said land lying and being in Orange County, Florida.

EXHIBIT "B"

Form of Termination Document

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Miranda F. Fitzgerald, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Account No. 802
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

**TERMINATION OF CARLSBAD ORLANDO, LLC AGREEMENT REGARDING SITE
INVESTIGATION AND POTENTIAL REMEDIATION**

**THIS TERMINATION OF CARLSBAD ORLANDO, LLC AGREEMENT
REGARDING SITE INVESTIGATION AND POTENTIAL REMEDIATION** (this
"Termination") is dated as of the ____ day of _____, 201__, by and between
CARLSBAD ORLANDO, LLC, a Florida limited liability company (the "Owner"), and
ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of
Florida corporation (the "County").

WITNESSETH:

WHEREAS, the Owner is the owner of that certain real property located within Orange
County which is more particularly described on Exhibit 1 attached hereto (the "Property"); and

WHEREAS, the Owner and the County entered into that certain Carlsbad Orlando, LLC
Agreement Regarding Site Investigation and Potential Remediation dated June 18, 2008 and
recorded July 2, 2008 in Official Records Book 9722, Page 3947, of the Public Records of
Orange County, Florida (the "Agreement") which encumbered the Property; and

WHEREAS, the Property has been annexed into the City of Orlando and, the
development of the Property is no longer subject to the jurisdiction of the County; and

WHEREAS, accordingly, the County and the Owner desire to terminate the Agreement.

WHEREAS, Section 12 of the Agreement provides that the Agreement may be
terminated by the agreement of the parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Owner hereby acknowledge and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part of this Termination as if fully set forth herein.

2. Termination of Agreement. Effective as of the date that this Termination is recorded in the Public Records of Orange County, Florida, the Agreement is and shall be terminated and of no further force and effect whatsoever and will never be automatically revived. Neither party shall have any obligations under or pursuant to the Agreement, and the Agreement shall have no further encumbrance upon the Property.

3. Record Notice. The Owner and the County are executing and recording this Termination to place all third parties on record notice of the termination, cancellation and the extinguishment of the Agreement.

4. Binding Effect/Successors and Assigns Bound. This Termination shall be binding upon and inure to the benefit of Carlsbad Orlando, LLC and all successors and assigns of Carlsbad Orlando, LLC, including all successors in title to the Property.

IN WITNESS WHEREOF, this Termination has been duly executed by the parties hereto as of the day and year first written above.

County Seal

ORANGE COUNTY

By: Board of County Commissioners

ATTEST: Martha O. Haynie

By: _____
Teresa Jacobs
Orange County Mayor

As Clerk of the Board of County
Commissioners

By: _____
Deputy Clerk

Date: _____

[Signatures continue on following page]

OWNER

CARLSBAD ORLANDO, LLC, a Florida
limited liability company

Name: _____

Name: _____

By: _____

Name: Steven H. Gray

Title: Manager

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__ by
Steven H. Gray, as Manager of Carlsbad Orlando, LLC, a Florida limited liability company. He is
personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Name: _____

Commission No.: _____

My Commission Expires: _____

[Escrow Agent's Consent and Acceptance appears on following page]

EXHIBIT 1

DESCRIPTION (Based on ORB 7269 PG. 3564):

That portion of Section 32, lying North of a line extended between the Easterly $\frac{1}{4}$ corner and the Northwest corner;

That portion of Section 33, lying North of a line extended between the Southeast corner and the West $\frac{1}{4}$ corner and lying south of State Road 528 (Beeline Expressway);

And all of Sections 34 and 35, all lying in Township 23 South, Range 31 East.

AND

All of Section 2;

LESS AND EXCEPT the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and that portion of Section 3, lying North of a line extended between the Easterly $\frac{1}{4}$ corner and the Northwest corner, all being in Township 24 South, Range 31 East.

Said land lying and being in Orange County, Florida.



Interoffice Memor

January 25, 2016

AGENDA ITEM

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

FROM: James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
Assistant County Administrator's Office
407.886.5313

SUBJECT: February 9, 2016 – Consent Item
Transportation Impact Fee Agreement Lake Avalon PD
Avalon Road (County Road 545)

The Roadway Agreement Committee has reviewed a Transportation Impact Fee Agreement ("Agreement") between Savi Investments, LLC ("Owner") and Orange County for the dedication of right-of-way for Avalon Road (County Road 545). Within 120 days of the effective date of this Agreement, the Owner shall convey to Orange County a total of 0.38 acres of right-of-way for Avalon Road (County Road 545) by warranty deed or by plat. The value of the right-of-way has been established at \$62,000 per acre and the Owner will receive \$23,560 in transportation impact fee credits for the 0.38 acres to be dedicated.

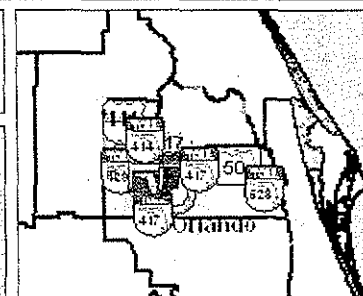
Please note that there is an unrelated Petition to Vacate (PTV) for this property pending County review and approval (PTV 14-06-011). The PTV is for a portion of an unopened and unimproved 50-foot-wide right-of-way known as Avant Drive. The area requested to be vacated, and the land to be conveyed for impact fee credits along the Avalon Road frontage, are shown in the following attachment. It is anticipated the PTV would come to the Board at the same time as the right-of-way conveyance documents within the 120-day schedule as above.

The Roadway Agreement Committee approved the Right-of-Way Agreement on December 9, 2015. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and Execution of Transportation Impact Fee Agreement Lake Avalon PD Avalon Road (County Road 545) by and between Savi Investments, LLC and Orange County, for the conveyance of 0.38 acres of right-of-way for Avalon Road (CR 545) for \$23,560 in transportation impact fee credits. District 1.

JEH|HEGB:rep

Attachments



Legend

Route Shields for Primary Road

- I-4
- SR 50
- TOLL 408
- TOLL 414
- TOLL 417
- TOLL 439
- TOLL 528
- TURNPIKE
- US 17-92
- US 441

Limited Access Roads

- Tolled Facility
- I-4

Major Streets

Streets (1 - 32,000)

- Limited Access
- Major
- Minor
- No Access

Parcels

Water Bodies

Major Water Bodies

Cities

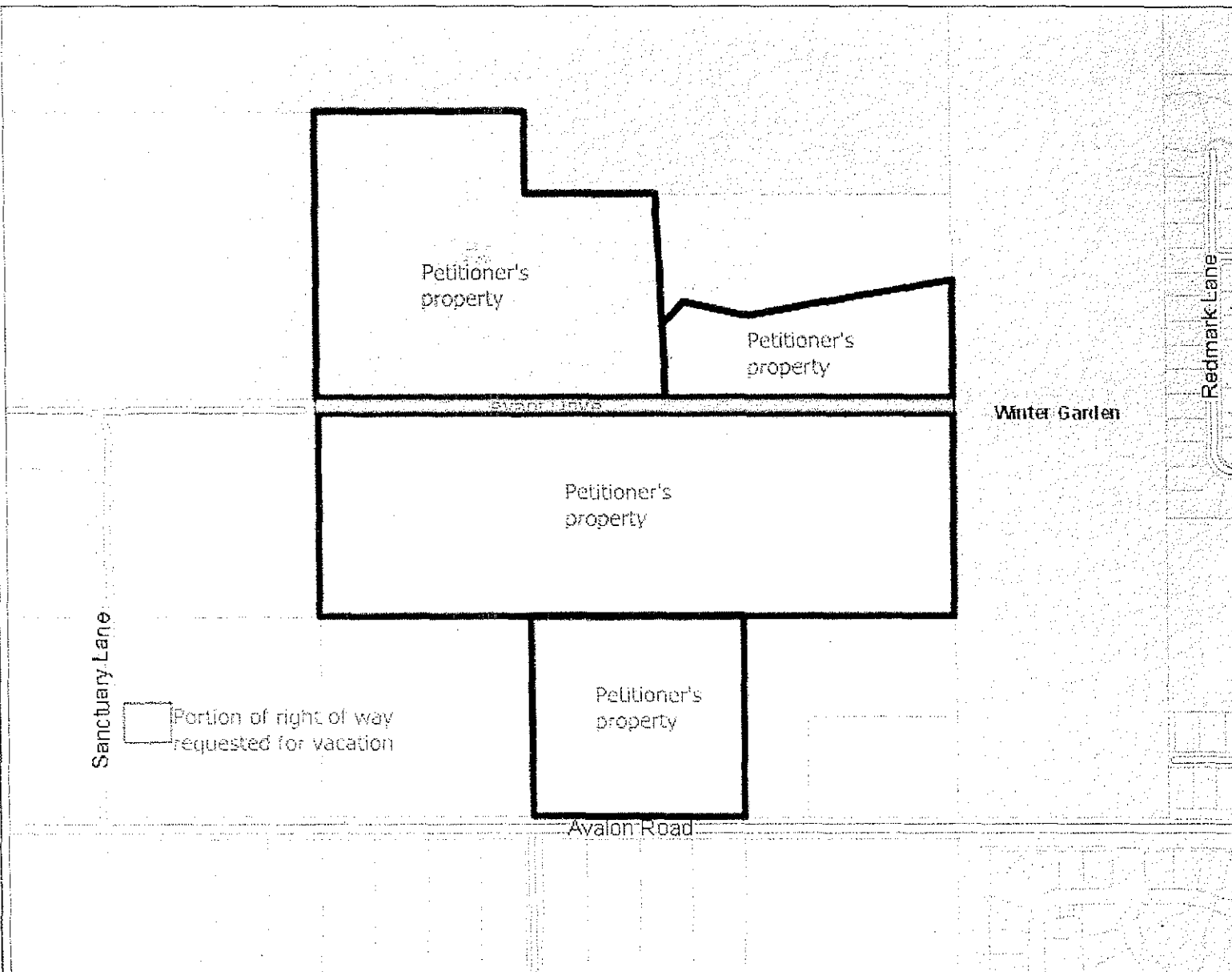
- Apopka
- Bay Lake
- Belle Isle
- Eatonville
- Edgewood
- Lake Buena Vista
- Maitland
- Oakland
- Ocoee

1: 5,515



Notes

Enter Map Description



0.2 0 0.09 0.2 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

This Instrument Prepared By
And Return To:

Jonathan P. Huels, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
P.O. Box 2809
Orlando, Florida 32802
(407) 843-4600

Tax Parcel I.D. No.:
06-23-27-4284-00-010
06-23-27-4284-03-521
06-23-27-4284-03-610
06-23-27-4284-03-510

**TRANSPORTATION IMPACT FEE
AGREEMENT**

LAKE AVALON PD

AVALON ROAD (COUNTY ROAD 545)

This Transportation Impact Fee Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between **SAVI INVESTMENTS, LLC, a Florida limited liability company** ("Owner"), whose mailing address is 5200 Vineland Road, Suite 250, Orlando, Florida, 32811, and Orange County, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain real property, as shown in the project location map identified as Exhibit "A", and as more particularly described on

“Exhibit B” (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Owner is developing the Property as a single family home residential community (the “Project”); and

WHEREAS, Owner is willing to convey to County certain portions of the Property in return for credits against transportation impact fees to be paid in the future in connection with the Project; and

WHEREAS, the Orange County Engineer has declared Avalon Road to be impact fee eligible; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such land to County.

NOW, THEREFORE, Owner and County (the “Parties”) agree as follows:

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

Section 2. Conveyance of Land to County by Owner.

(a) **Conveyed Lands.** Within one hundred twenty (120) days from the Effective Date, Owner shall convey to County marketable fee title to those lands described in the legal description and sketch of description attached hereto as Exhibit “C” and incorporated by this reference (the “Conveyed Lands”). In the event conveyance does not occur within the aforesaid 120 days, the Director of the Administrative Services Department, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

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

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

(d) *Value of Conveyed Lands.* The value of the land to be conveyed by Owner to County has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time. The Parties hereby agree that the value of the Conveyed Lands to be conveyed by Owner to County, in return for credits against transportation impact fees to be paid in the future in connection with the Project, is \$23,560.00. This total results from an agreed-

upon fair market value of \$ 62,000.00 per acre, or fraction thereof, and a total acreage of .38 acre(s).

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

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

Section 3. *Transportation Impact Fee Credits.* Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 2, and upon approval and acceptance of general warranty deed or in the case of conveyance by plat dedication, County's acceptance of the plat dedication, County shall credit on its books to the

account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance. Such transportation impact fee credits may only be used in transportation impact fee zone four (4). Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account.

For purposes of the foregoing, County shall make deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effect the particular deduction.

Nothing herein shall prevent Owner from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

Section 4. Utilities. This agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 5. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other

person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner: Savi Investments, LLC
5200 Vineland Road, Suite 250
Orlando, Florida 32811
Attention: Suresh Gupta

With a copy to: Jonathan P. Huels, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Avenue
Orlando, Florida 32801

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

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

Section 6. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of Owner and any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

Section 7. *Recordation of Agreement.* An executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of 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.

Section 9. *Time is of the Essence.* Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 10. *Further Documentation.* The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 11. *Limitation of Remedies.* County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

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

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amounts of impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or

actions required to be done under this Agreement by Owner, but

which Owner has failed or refused to do when required; or

(iii) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property; or

(iv) any combination of the foregoing.

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

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

(i) action for specific performance; or

(ii) action for injunction; or

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

(iv) any combination of the foregoing.

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

Section 12. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 13. Counterparts. This Agreement and any amendment(s) may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____

Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print name: _____

WITNESSES:

SAVI INVESTMENTS, LLC, a Florida
limited liability company

Carolyn Jhurilal
Print Name: CAROLYN JHURILAL

Meera Bhutta
Print Name: Meera Bhutta

Carolyn Jhurilal
Print Name: CAROLYN JHURILAL

Meera Bhutta
Print Name: Meera Bhutta

By: [Signature]
Name: Suresh K. Gupta
Title: Manager

Date: Jan 8 2016

By: [Signature]
Name: Rohini Gupta
Title: Manager

Date: Jan 8 2016

STATE OF FLORIDA
COUNTY OF ORANGE

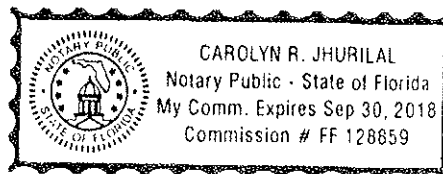
The foregoing instrument was acknowledged before me by Suresh K. Gupta, Manager of Savi Investments, LLC, who is known by me to be the person described herein and who executed the foregoing, this 8th day of January, 2016. They are personally known to me or have produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of January, 2016.

Carolyn R. Jhurilal
Notary Public

Print Name: CAROLYN R. JHURILAL

My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Rohini Gupta, Manager of Savi Investments, LLC, who is known by me to be the person described herein and who executed the foregoing, this 8th day of January, 2016. They are personally known to me or have produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of January, 2016.

Carolyn R. Jhurilal
Notary Public

Print Name: CAROLYN R. JHURILAL

My Commission Expires: _____

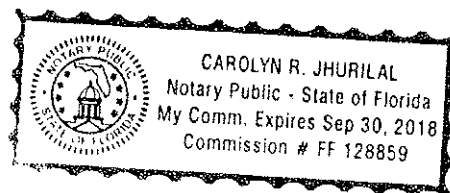


Exhibit "A"

Project Location Map

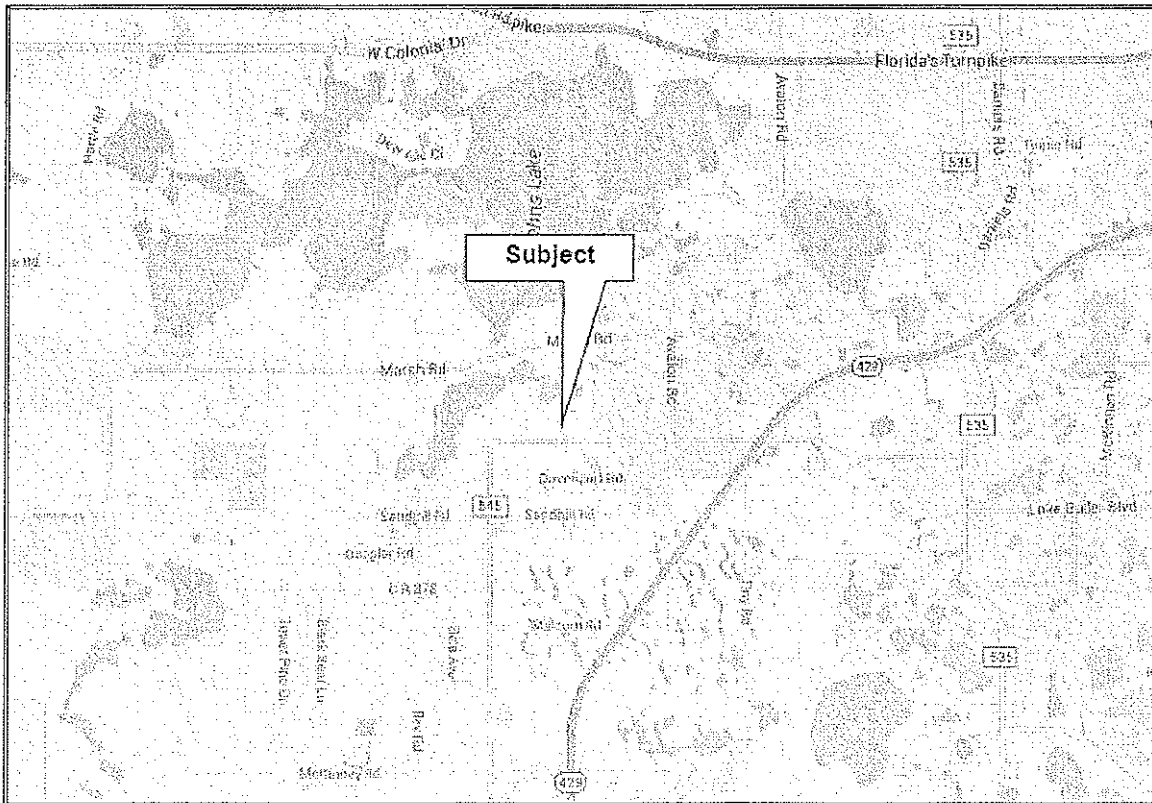


Exhibit "B"

Legal Description and Sketch of Description for Property

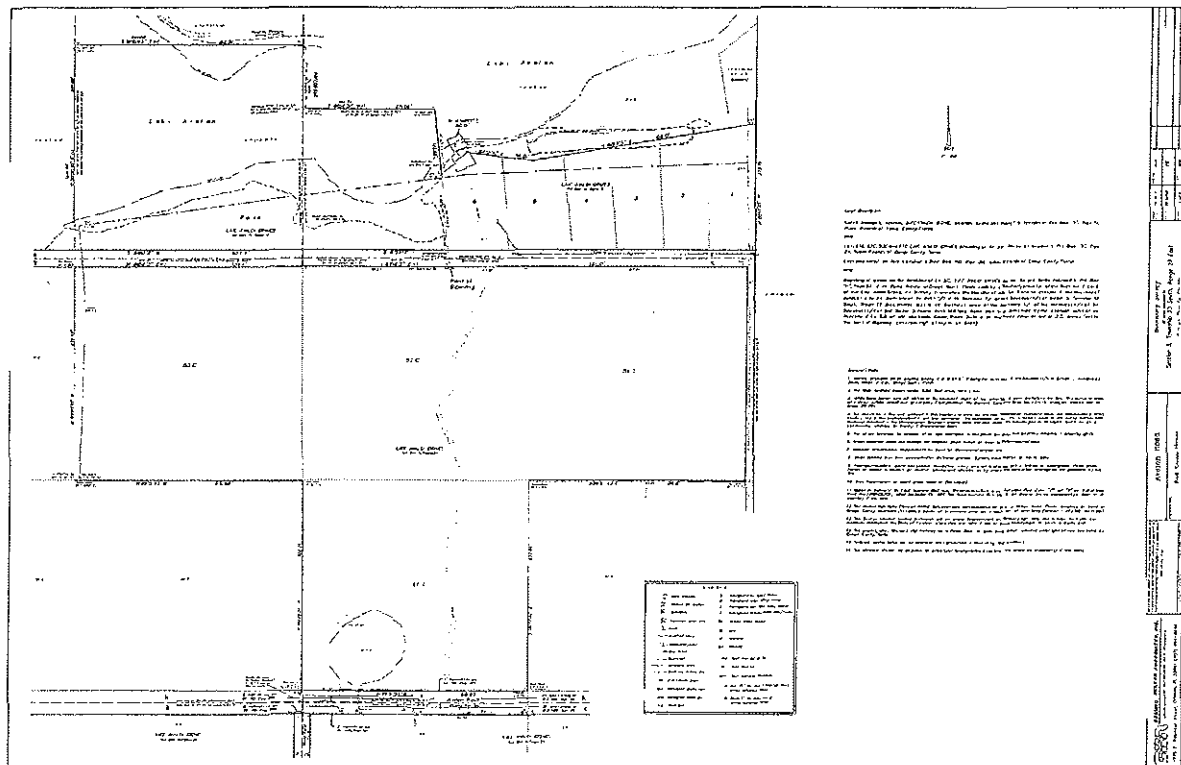
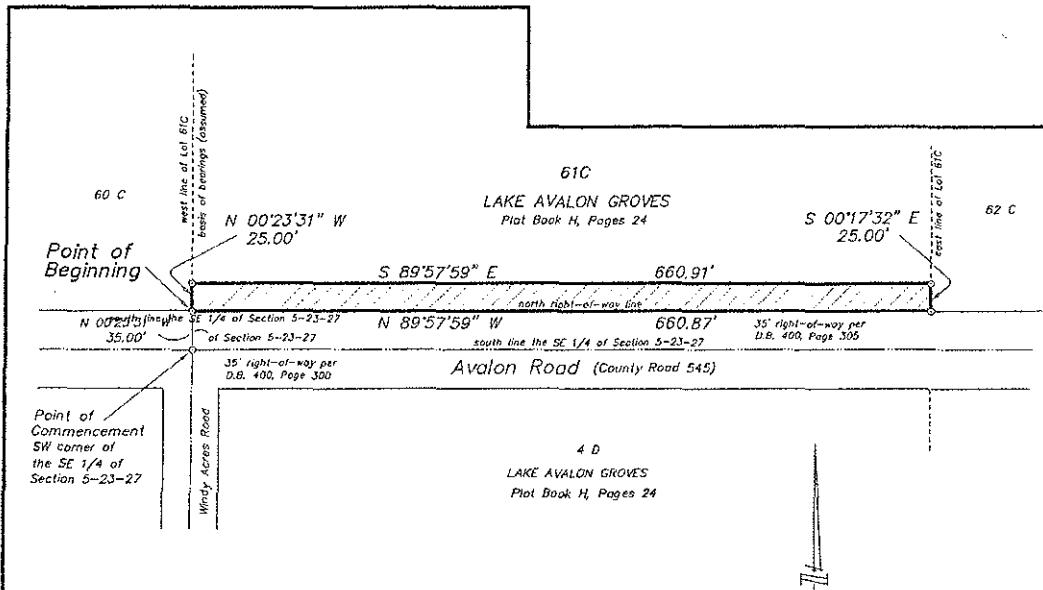


Exhibit "C"

Legal Description and Sketch of Description
for Conveyed Lands



Legal Description

A portion of Lot 61C, LAKE AVALON GROVES, according to the plat thereof, as recorded in Plat Book "H", Page 24, Public Records of Orange County, Florida, lying in Section 5, Township 23 South, Range 27 East, Orange County, Florida, being described as follows:

Commence at the southwest corner of the Southeast 1/4 of said Section 5; thence run N 00°23'31" W, along the west line of the Southeast 1/4 of said Section 5, a distance of 35.00 feet to a point on the north right-of-way line of Avalon Road (County Road No. 545) as described and recorded in Deed Book 400, Page 305, Public Records of Orange County, Florida; said point also being the west line of said Lot 61C and the POINT OF BEGINNING; thence continue N 00°23'31" W, along the west line of said Lot 61C, a distance of 25.00 feet; thence, departing the west line of said Lot 61C, run S 89°57'59" E, parallel with the north right-of-way line of Avalon Road, a distance of 660.91 feet to a point on the east line of said Lot 61C; thence run S 00°17'32" E, along said east line, a distance of 25.00 feet to a point on the aforesaid north right-of-way line of Avalon Road; thence run N 89°57'59" W, along said north right of way line, a distance of 660.87 feet to the POINT OF BEGINNING.

Containing 0.38 acres (16,522 square feet), more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

Sketch of Description
of lands situated in

Section 5, Township 23 South, Range 27 East
Orange County, Florida

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

PREPARED FOR: Park Square Homes		JOB NO. 1504.3	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RANDED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION SHALL BE VOID. IF THE SIGNATURE OF THE SURVEYOR IS DELETED WITHOUT WRITTEN CONSENT OF THE SURVEYOR, THE SKETCH IS VOID. GBA (L.D. No. 71) R. CLAYTON GANNUNG REG. #25,100
GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers		SHEET 1 of 1	
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		DATE 3/25/15	
		SCALE 1" = 120'	



Interoffice Memorandum

January 15, 2016

AGENDA ITEM

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager *Sonya L. Hill*
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Florida Department of Children and Families
Application for a License to Operate a Child Care Facility
BCC Meeting 2/9/16 Consent Agenda/District 4

The Head Start Division requests Board approval of the application for a renewal license between Florida Department of Children and Families and Orange County. This license will allow the Head Start Program to provide comprehensive early childhood development for preschool children and support to their families at East Orange Head Start. The effective date of this license is from April 14, 2016 through April 14, 2017. The license fee of \$100 will be paid with Head Start funds.

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

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

SH/kp

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



APPLICATION FOR A LICENSE TO OPERATE A CHILD CARE FACILITY

PLEASE TYPE OR PRINT LEGIBLY
USING BLUE OR BLACK INK

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

***FOR LICENSE RENEWALS ONLY:** Renewal of this license is contingent upon the payment of any fines previously imposed as a sanction against this license that was not contested, or that was affirmed at an administrative hearing. If, at the time of this license renewal application, there is a pending administrative hearing resulting from a proposed fine, it shall not affect the renewal of this license.

SECTION 1: PROGRAM INFORMATION (THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY)							
Application Type (Choose One): <input type="checkbox"/> Initial <input checked="" type="checkbox"/> *Renewal Year <u>2016</u> <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Revision of Existing License							
Name of Facility as it is to appear on license: East Orange Head Start						Telephone Number (including area code): (407) 254-9713	
						Alternate Telephone Number: ()	
Street Address of Facility (physical address): 12050 East Colonial Drive				City: Orlando		County: Orange	Zip Code: 32826
Mailing Address of Facility, if different (include city and zip code): 2100 E. Michigan Street Orlando 32806							
E-Mail Address: Ana.Sepulveda@ocfl.net				E-Mail: <input type="checkbox"/> Do Not Have E-Mail <input type="checkbox"/> Do Not Wish to Provide		Fax Number (including area code): (407) 249-6117	
Is this facility located in or adjacent to the home of the owner/operator? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				If yes, all household members must be identified and background screening completed. Please attach a list of family members with their names and dates of birth.			Maximum Capacity: 296
Days and Hours of Operation – please check AM or PM as applicable:							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<input type="checkbox"/> 24 hour care	7:30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	7:30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	7:30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	7:30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	7:30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Opening Time:							
	5:30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	5:30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	5:30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	5:30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	5:30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Closing Time:							
Months of Operation: <input type="checkbox"/> School Year Only <input type="checkbox"/> 12 months <input type="checkbox"/> Other							
Check all service options that apply:						Program operated as a: (Check Only One)	
Full Day <input checked="" type="checkbox"/>	Half Day <input type="checkbox"/>	Drop-In <input type="checkbox"/>	Night Care <input type="checkbox"/>	Before School <input type="checkbox"/>	<input checked="" type="checkbox"/> Child Care Facility		
After School <input type="checkbox"/>	Weekend <input type="checkbox"/>	Infant Care (0-1) <input type="checkbox"/>	Food Served: <input checked="" type="checkbox"/>	Transportation <input type="checkbox"/>	OR <input type="checkbox"/> School-Age Child Care Program		

SECTION 2: OWNERSHIP TYPE (CHECK ONE)		
<input type="checkbox"/> Individual Ownership - Not incorporated	Individual Owner	Complete Sections A and E
<input type="checkbox"/> Corporation	Corporation Documentation required	Complete Sections B and E
<input type="checkbox"/> Partnership – Not Incorporated	Partnership Documentation required	Complete Sections C and E
<input checked="" type="checkbox"/> Other Entity – Not Incorporated Local Government	e.g. School Board, Local Government Before & After School programs, Parks and Recreation, Faith Based	Complete Sections D and E

SECTION A: INDIVIDUAL OWNERSHIP – NOT INCORPORATED (Special Instructions: One owner)			
Name (First Middle and or Maiden Last):			
Date of Birth:		Social Security Number*:	
Home Address:		City:	State: Zip Code:
Telephone Number (including area code): ()			

SECTION B: CORPORATION (Special Instructions: Upon initial application for child care licensure, attach Articles of Incorporation, which must include the names, the title/office, address, and telephone number for each member of the Board of Directors. Also attach the name and telephone number of the corporation's registered agent. Failure to continuously maintain a registered office and/or registered agent in Florida is grounds for revocation of this license. For **RENEWAL** applications for child care licensure attach a current copy of Certificate of Status/Certificate of Authorization from the Department of State available through SunBiz.org.)

Name of Corporation:			Corporate And FEIN #:		
Address of Corporation:			Incorporated in which State?		
			If out of state, is the corporation registered in the State of Florida? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please register prior to submitting an application.		
City:	State:	Zip Code:	Telephone Number (including area code): ()		
Designated Corporate Representative:			Date of Birth:		Social Security Number*:
Home Address:			City:	State:	Zip Code:

SECTION C: PARTNERSHIP – NOT INCORPORATED (Special Instructions: Attach a copy of the Partnership Agreement annually. Attach additional sheets as applicable if more than two partners.)

Partner #1 (First Middle (Maiden) Last):			
Date of Birth:		Social Security Number*:	
Home Address (street address):		City:	State: Zip Code:
Telephone Number (including area code): ()			
Partner #2 (First Middle (Maiden) Last):			
Date of Birth:		Social Security Number*:	
Home Address (street address):		City:	State: Zip Code:
Telephone Number (including area code): ()			

SECTION D: OTHER ENTITY – NOT INCORPORATED (Special Instructions: These are programs operated by School Boards, before and after school programs, faith-based programs and other non-incorporated entities.)

Name of Entity: Orange County, Florida			
Entity's Designated Representative (First Middle and or Maiden Last):			
Address of Entity (Street Address): 201 S. Rosalind Avenue		City: Orlando	State: Zip Code: FL 32801
Telephone Number (including area code): (407) 836-6590			

SECTION E: ON-SITE DIRECTOR INFORMATION - To be completed by all applicants (Special Instructions: An On-site Director holds a Director Credential and is responsible for the day-to-day operation of the facility and is required to be on-site the majority of operating hours. A Multi-site Director holds a Director Credential and supervises multiple before-school and after-school programs for a single organization as follows: (a) Three sites regardless of the number of children enrolled or (b) More than three sites if the combined number of children does not exceed 350.)

Name: (First Middle and or Maiden Last)			
Date of Birth:		Social Security Number*:	
Home Address:		City:	State: Zip Code:
Telephone Number (including area code): ()		If Applicable, Name of Multi-Site Programs and enrollment:	

SECTION 3: ATTESTATION (To be completed by all applicants)

Has the owner, applicant, or director ever had a license denied, revoked, or suspended in any state or jurisdiction, been the subject of a disciplinary action, or been fined while employed in a child care facility?
☐ Yes ☒ No If yes, please explain: (attach additional sheet(s) if necessary)

I hereby attest that the information contained in this section is truthful and correct under penalty of perjury. _____
Initial

Have you or anyone identified as a party to ownership ever held a license (child care, foster care, cosmetology, etc.) with any state agency in any capacity other than a driver's license?
☒ Yes ☐ No If yes, where, what type of license, license number, and under what name? Florida Child Care License No. C090R0207, East Orange Head Start

Pursuant to section 402.3054, F.S., child enrichment service providers shall be of good moral character based upon screening, using level 2 standards in Chapter 435, F.S. If this facility utilizes a child enrichment service provider, it is the responsibility of the director to ensure that the child enrichment service provider is screened accordingly and parents/guardians provide written consent before a child may participate in activities conducted by the child enrichment service provider.

The Health Insurance Portability and Accountability Act (HIPAA) requires that personally identifiable health information must be protected from disclosure and maintained in a manner to prevent inadvertent disclosure to the public and to otherwise assure the privacy of such information. Your signature on this application indicates that you agree to comply with the requirements of HIPAA by protecting the confidentiality of employee and children's health records in your possession.

Pursuant to section 435.05(3), F.S., each employer must attest via signed affidavit compliance the provisions of Chapter 435.04, F.S. By signing below, I Teresa Jacobs, Applicant of East Orange Head Start Child Care Facility, do hereby affirm that all child care personnel meet the statutory requirements for background screening.

Falsification of application information is grounds for denial or revocation of the license to operate a child care facility. Your signature on this application indicates your understanding and compliance with this law.

Signature of Owner or Organization's Designated Representative

Date

Teresa Jacobs, Orange County Mayor

Person completing application if other than Owner or Organization's Designated Representative.

Name: (Please Print)
Khadija Pirzadeh, Contract Administrator, Head Start Division
Telephone number including area code:
(407) 836-8912

Sworn to and subscribed before me this _____ day of _____, 20____.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification

Type of identification produced: _____

Do Not Write Below this Line – Official Use Only

Date Fee Received	Amount	Check Number	Received By Signature/Initials	Date Fee Forwarded to Fiscal Office
Sexual Offender Address Cross-Reference (http://offender.idle.state.fl.us)		Date of Search	Conducted By Signature/Initials	Exact Address Match <input type="checkbox"/> Yes <input type="checkbox"/> No

Interoffice Memorandum

AGENDA ITEM

January 15, 2016

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

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

FROM: Sonya L. Hill, Manager
Head Start Division *Sonya L. Hill*
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Florida Department of Children and Families
Application for a License to Operate a Child Care Facility
BCC Meeting 2/9/16 Consent Agenda/District 6

The Head Start Division requests Board approval of a renewal license between Florida Department of Children and Families and Orange County. This license will allow the Head Start Program to provide comprehensive early childhood development for preschool children and support to their families at Lila Mitchell Head Start. The effective date of this license is from April 10, 2016 through April 10, 2017. The license fee of \$100 will be paid with Head Start funds.

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

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

SH/kp

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



APPLICATION FOR A LICENSE TO OPERATE A CHILD CARE FACILITY

PLEASE TYPE OR PRINT LEGIBLY
USING BLUE OR BLACK INK

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

***FOR LICENSE RENEWALS ONLY:** Renewal of this license is contingent upon the payment of any fines previously imposed as a sanction against this license that was not contested, or that was affirmed at an administrative hearing. If, at the time of this license renewal application, there is a pending administrative hearing resulting from a proposed fine, it shall not affect the renewal of this license.

SECTION 1: PROGRAM INFORMATION (THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY)							
Application Type (Choose One): <input type="checkbox"/> Initial <input checked="" type="checkbox"/> *Renewal Year <u>2016</u> <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Revision of Existing License							
Name of Facility as it is to appear on license: <u>Lila Mitchell Head Start</u>						Telephone Number (including area code): <u>(407) 254-9494</u>	
						Alternate Telephone Number: ()	
Street Address of Facility (physical address): <u>5151 Raleigh Street</u>				City: <u>Orlando</u>	County: <u>Orange</u>	Zip Code: <u>32811</u>	
Mailing Address of Facility, if different (include city and zip code): <u>2100 E. Michigan Street</u> <u>Orlando</u> <u>32806</u>							
E-Mail Address: <u>Wilna.Francois@ocfl.net</u>				E-Mail: <input type="checkbox"/> Do Not Have E-Mail <input type="checkbox"/> Do Not Wish to Provide		Fax Number (including area code): <u>(407) 521-2416</u>	
Is this facility located in or adjacent to the home of the owner/operator? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				If yes, all household members must be identified and background screening completed. Please attach a list of family members with their names and dates of birth.			Maximum Capacity: <u>135</u>
Days and Hours of Operation – please check AM or PM as applicable:							
	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
<input type="checkbox"/> 24 hour care	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input checked="" type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM
Opening Time: <u>7:30</u>	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM
Closing Time: <u>5:30</u>	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM	<input type="checkbox"/> AM
	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> PM	<input type="checkbox"/> PM	<input type="checkbox"/> PM
Months of Operation: <input type="checkbox"/> School Year Only <input checked="" type="checkbox"/> 12 months <input type="checkbox"/> Other							
Check all service options that apply:						Program operated as a:	
Full Day <input checked="" type="checkbox"/> Half Day <input type="checkbox"/> Drop-In <input type="checkbox"/> Night Care <input type="checkbox"/> Before School <input type="checkbox"/>						(Check Only One)	
After School <input type="checkbox"/> Weekend <input type="checkbox"/> Infant Care (0-1) <input type="checkbox"/> Food Served: <input checked="" type="checkbox"/> Transportation <input type="checkbox"/>						<input checked="" type="checkbox"/> Child Care Facility	
						OR	
						<input type="checkbox"/> School-Age Child Care Program	

SECTION 2: OWNERSHIP TYPE (CHECK ONE)		
<input type="checkbox"/> Individual Ownership - Not incorporated	Individual Owner	Complete Sections A and E
<input type="checkbox"/> Corporation	Corporation Documentation required	Complete Sections B and E
<input type="checkbox"/> Partnership – Not Incorporated	Partnership Documentation required	Complete Sections C and E
<input checked="" type="checkbox"/> Other Entity – Not Incorporated	e.g. School Board, Local Government Before & After School programs, Parks and Recreation, Faith Based	Complete Sections D and E
Local Government		

SECTION A: INDIVIDUAL OWNERSHIP – NOT INCORPORATED (Special Instructions: One owner)			
Name (First Middle and or Maiden Last):			
Date of Birth:		Social Security Number*:	
Home Address:		City:	State: Zip Code:
Telephone Number (including area code): ()			

SECTION B: CORPORATION (Special Instructions: Upon initial application for child care licensure, attach Articles of Incorporation, which must include the names, the title/office, address, and telephone number for each member of the Board of Directors. Also attach the name and telephone number of the corporation's registered agent. Failure to continuously maintain a registered office and/or registered agent in Florida is grounds for revocation of this license. For **RENEWAL** applications for child care licensure attach a current copy of Certificate of Status/Certificate of Authorization from the Department of State available through SunBiz.org.)

Name of Corporation:			Corporate And FEIN #:		
Address of Corporation:			Incorporated in which State?		
			If out of state, is the corporation registered in the State of Florida? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please register prior to submitting an application.		
City:	State:	Zip Code:	Telephone Number (including area code): ()		
Designated Corporate Representative:			Date of Birth:	Social Security Number*:	
Home Address:			City:	State:	Zip Code:

SECTION C: PARTNERSHIP – NOT INCORPORATED (Special Instructions: Attach a copy of the Partnership Agreement annually. Attach additional sheets as applicable if more than two partners.)

Partner #1 (First Middle (Maiden) Last):			
Date of Birth:		Social Security Number*:	
Home Address (street address):		City:	State: Zip Code:
Telephone Number (including area code): ()			
Partner #2 (First Middle (Maiden) Last):			
Date of Birth:		Social Security Number*:	
Home Address (street address):		City:	State: Zip Code:
Telephone Number (including area code): ()			

SECTION D: OTHER ENTITY – NOT INCORPORATED (Special Instructions: These are programs operated by School Boards, before and after school programs, faith based programs and other non-incorporated entities.)

Name of Entity: Orange County, Florida			
Entity's Designated Representative (First Middle and or Maiden Last):			
Address of Entity (Street Address): 201 S. Rosalind Avenue		City: Orlando	State: Zip Code: FL 32801
Telephone Number (including area code): (407) 836-6590			

SECTION E: ON-SITE DIRECTOR INFORMATION – To be completed by all applicants (Special Instructions: An On-site Director holds a Director Credential and is responsible for the day-to-day operation of the facility and is required to be on-site the majority of operating hours. A Multi-site Director holds a Director Credential and supervises multiple before-school and after-school programs for a single organization as follows: (a) Three sites regardless of the number of children enrolled or (b) More than three sites if the combined number of children does not exceed 350.)

Name: (First Middle and or Maiden Last)			
Date of Birth:		Social Security Number*:	
Home Address:		City:	State: Zip Code:
Telephone Number (including area code): ()		If Applicable, Name of Multi-Site Programs and enrollment:	

SECTION 3: ATTESTATION (To be completed by all applicants)

Has the owner, applicant, or director ever had a license denied, revoked, or suspended in any state or jurisdiction, been the subject of a disciplinary action, or been fined while employed in a child care facility?

☐ Yes ☒ No If yes, please explain: (attach additional sheet(s) if necessary)

I hereby attest that the information contained in this section is truthful and correct under penalty of perjury. _____
Initial

Have you or anyone identified as a party to ownership ever held a license (child care, foster care, cosmetology, etc.) with any state agency in any capacity other than a driver's license?

☒ Yes ☐ No If yes, where, what type of license, license number, and under what name? Child Care Facility
Certificate of Insurance, No. C090R0234, Lila Mitchell Head Start

Pursuant to section 402.3054, F.S., child enrichment service providers shall be of good moral character based upon screening, using level 2 standards in Chapter 435, F.S. If this facility utilizes a child enrichment service provider, it is the responsibility of the director to ensure that the child enrichment service provider is screened accordingly and parents/guardians provide written consent before a child may participate in activities conducted by the child enrichment service provider.

The Health Insurance Portability and Accountability Act (HIPAA) requires that personally identifiable health information must be protected from disclosure and maintained in a manner to prevent inadvertent disclosure to the public and to otherwise assure the privacy of such information. Your signature on this application indicates that you agree to comply with the requirements of HIPAA by protecting the confidentiality of employee and children's health records in your possession.

Pursuant to section 435.05(3), F.S., each employer must attest via signed affidavit compliance the provisions of Chapter 435.04, F.S. By signing below, I Teresa Jacobs, Applicant of Lila Mitchell Head Start Child Care Facility, do hereby affirm that all child care personnel meet the statutory requirements for background screening.

Falsification of application information is grounds for denial or revocation of the license to operate a child care facility. Your signature on this application indicates your understanding and compliance with this law.

Signature of Owner or Organization's Designated Representative

Date

Teresa Jacobs, Orange County Mayor

Person completing application if other than Owner or Organization's Designated Representative.

Name: (Please Print)

Khadija Pirzadeh, Contract Administrator, Head Start Division

Telephone number including area code:

(407) 836-8912

Sworn to and subscribed before me this _____ day of _____, 20____.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification

Type of identification produced: _____

Do Not Write Below this Line – Official Use Only

Date Fee Received	Amount	Check Number	Received By Signature/Initials	Date Fee Forwarded to Fiscal Office
Sexual Offender Address Cross Reference (http://offender.fdlr.state.fl.us)	Date of Search	Conducted by Signature/Initials	Exact Address Match <input type="checkbox"/> Yes <input type="checkbox"/> No	

Interoffice Memorandum

AGENDA ITEM

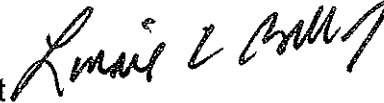
January 14, 2016

TO: Mayor Teresa Jacobs

-AND-

Board of County Commissioners

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



FROM: Lavon B. Williams, Manager, Esq., AICP
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – February 9, 2016
February 2016 Neighborhood Pride Entranceway Grant
Recipient

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending the approval of three Entranceway Improvement Grants for Ashbury Park HOA (see Attachment A). The grant request is displayed in greater detail in Attachment B. The grant request was reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The application was reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the application was reviewed against the County's permitting requirements to ensure that the project would comply with appropriate County codes. Finally, the organization was required to document the appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED: Approval of February 2016 Neighborhood Pride Entranceway Grant as recommended by the Neighborhood Grants Advisory Board for Ashbury Park HOA (\$5,000). District 3.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

LBW/ydl

Neighborhood Pride Entranceway Grant
Orange County Board of County Commissioners
February 9, 2016 Consent Agenda
ATTACHMENT A

District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
3	Ashbury Park HOA	HOA	Entranceway Improvement	Private	\$5,000	\$250	Peel Avenue and Burchstone Drive
			Total Requests		\$5,000		

Neighborhood Pride Grant Profile

Organization Name: Ashbury Park

Request Amount: \$5,000

Commission District 3: Pete Clarke

Matching Amount: \$250

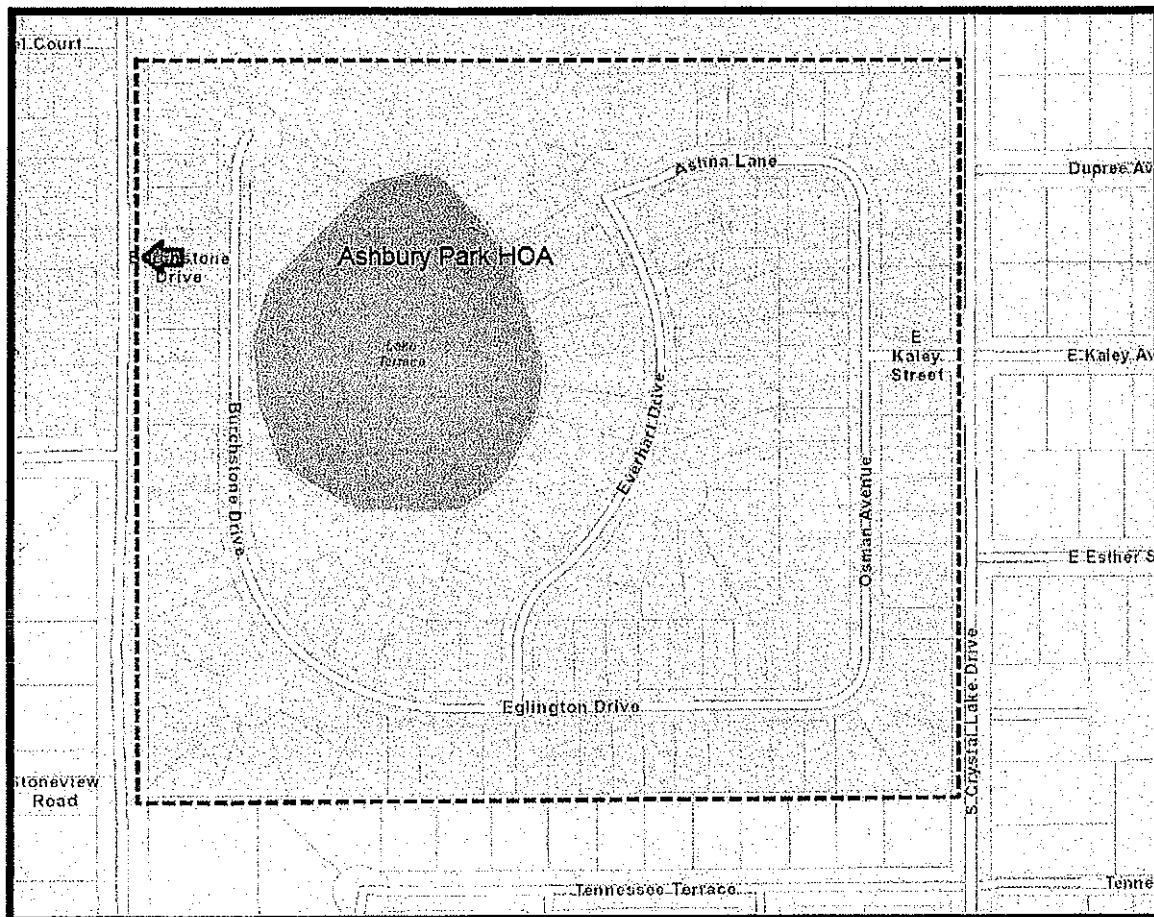
Municipality Jurisdiction: Orlando

Total Project Cost: \$5,250

Property Ownership: Private

Type of Grant: Entranceway Grant

Summary: The neighborhood wishes to install new sign backing and lettering. The homes within this neighborhood have met taxable value guidelines.



Interoffice Memorandum

AGENDA ITEM

January 14, 2016

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP *LBW*
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – February 9, 2016
February 2016 Neighborhood Pride Capital Improvement Grant
Recipient

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending approval of Riversbend Estates of Orange County HOA Capital Improvement Grant (See Attachment A). The grant request is displayed in greater detail in Attachment B. The grant request was reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The application was reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the application was reviewed against the County's permitting requirements to ensure that the project would comply with appropriate County codes. Finally, the organization was required to document the appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED: Approval of the February 2016 Neighborhood Pride Capital Improvement Grant as recommended by the Neighborhood Grants Advisory Board for Riversbend Estates of Orange County HOA (\$10,000). District 5.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

LBW/ydl

Neighborhood Pride Capital Improvement Grant
Orange County Board of County Commissioners
February 9, 2016 Consent Agenda
ATTACHMENT A

District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
5	Riversbend Estates of Orange County HOA	HOA	Playground Installation	Private	\$10,000	\$10,000	Little Water Street
			Total Requests		\$10,000		

Neighborhood Pride Grant Profile

Organization Name: Riversbend Estates of
Orange County HOA

Request Amount: \$10,000

Commission District 5: Ted Edwards

Matching Amount: \$10,000

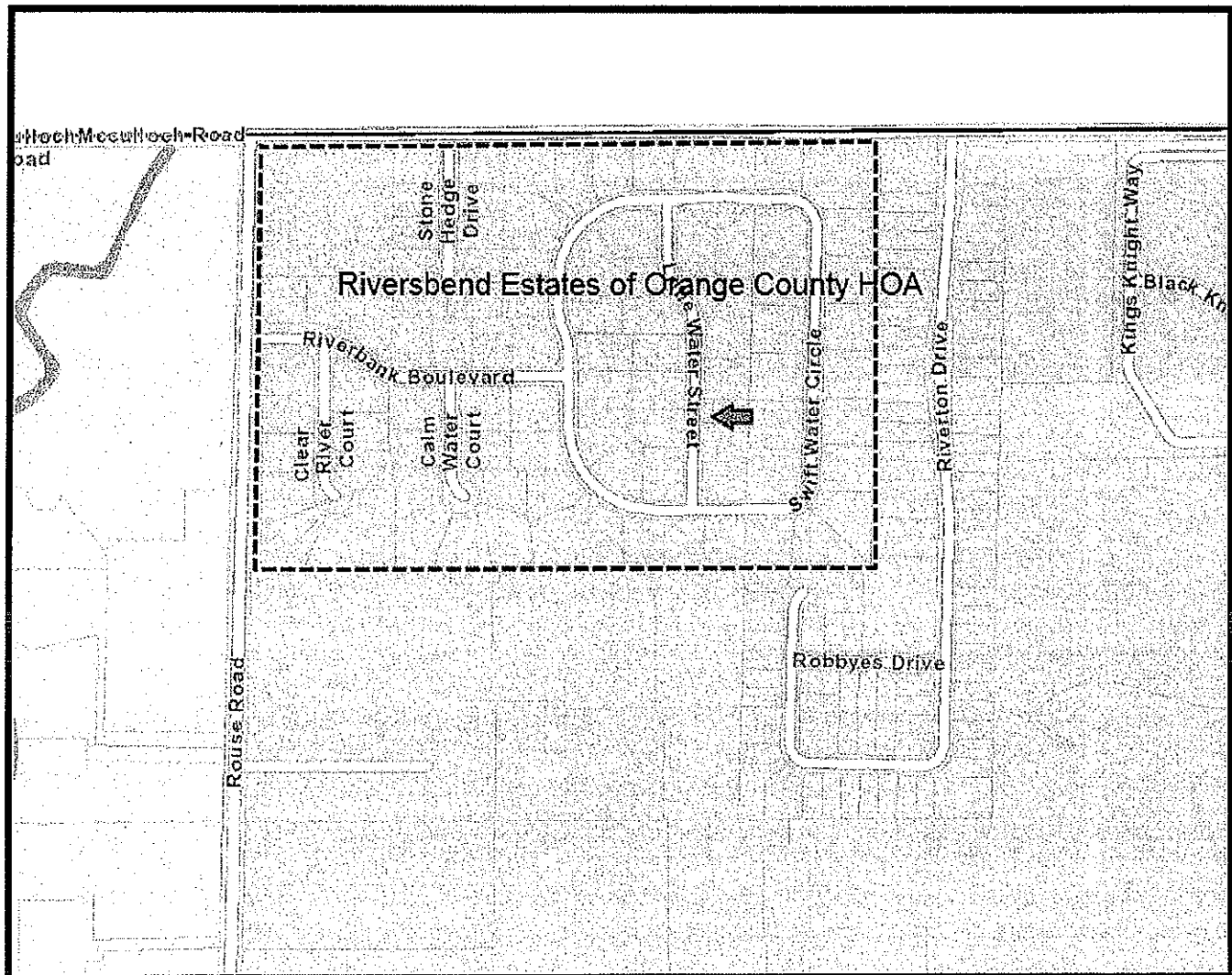
Municipality Jurisdiction: N/A

Total Project Cost: \$20,000

Property Ownership: Private

Type of Grant: Capital Improvement

Summary: The neighborhood wishes to replace playground equipment.



Interoffice Memorandum

AGENDA ITEM

January 14, 2016

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

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

FROM: Lavon B. Williams, Manager, Esq., AICP *LBW*
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – February 9, 2016
February 2016 Neighborhood Pride Sign Grant Recipients

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending the approval of two Sign Grants: Bel-Aire Pines Neighborhood Association and Winter Park Estates Community Association (see Attachment A). The grant requests are displayed in greater detail in Attachments B and C. The grant requests were reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The applications were reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the applications were reviewed against the County's permitting requirements to ensure that the projects would comply with appropriate County codes. Finally, the organizations were required to document the appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED: Approval of February 2016 Neighborhood Pride Sign Grants as recommended by the Neighborhood Grants Advisory Board for Bel-Aire Pines Neighborhood Association (\$3,000) and Winter Park Estates Community Association (\$5,000). District 5.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division
Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

Neighborhood Pride Sign Grant
Orange County Board of County Commissioners
February 9, 2016 Consent Agenda
ATTACHMENT A

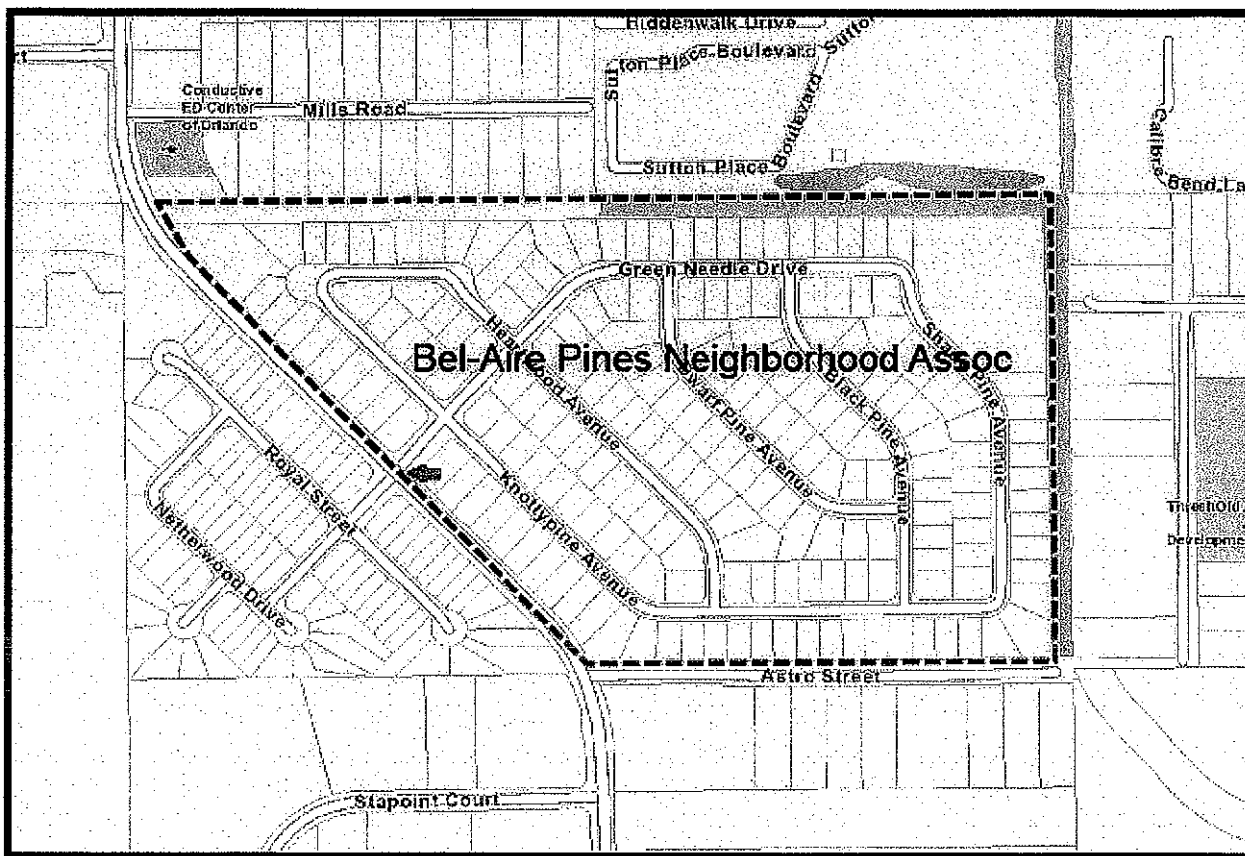
District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
5	Bel-Aire Pines Neighborhood Association	Neighborhood Association	Sign Installation	Private	\$3,000	\$0	Forsyth Road and Green Needle Drive
5	Winter Park Estates Community Association	Community Association	Sign Installation	Private	\$5,000	\$0	Aloma Avenue and Ellendale Drive
			Total Requests		\$8,000		

Attachment B

Neighborhood Pride Grant Profile

Organization Name: Bel-Aire Pines Neighborhood Association	Request Amount: \$3,000
Commission District 5: Ted Edwards	Matching Amount: \$0
Municipality Jurisdiction: N/A	Total Project Cost: \$3,000
Property Ownership: Private	Type of Grant: Sign Grant

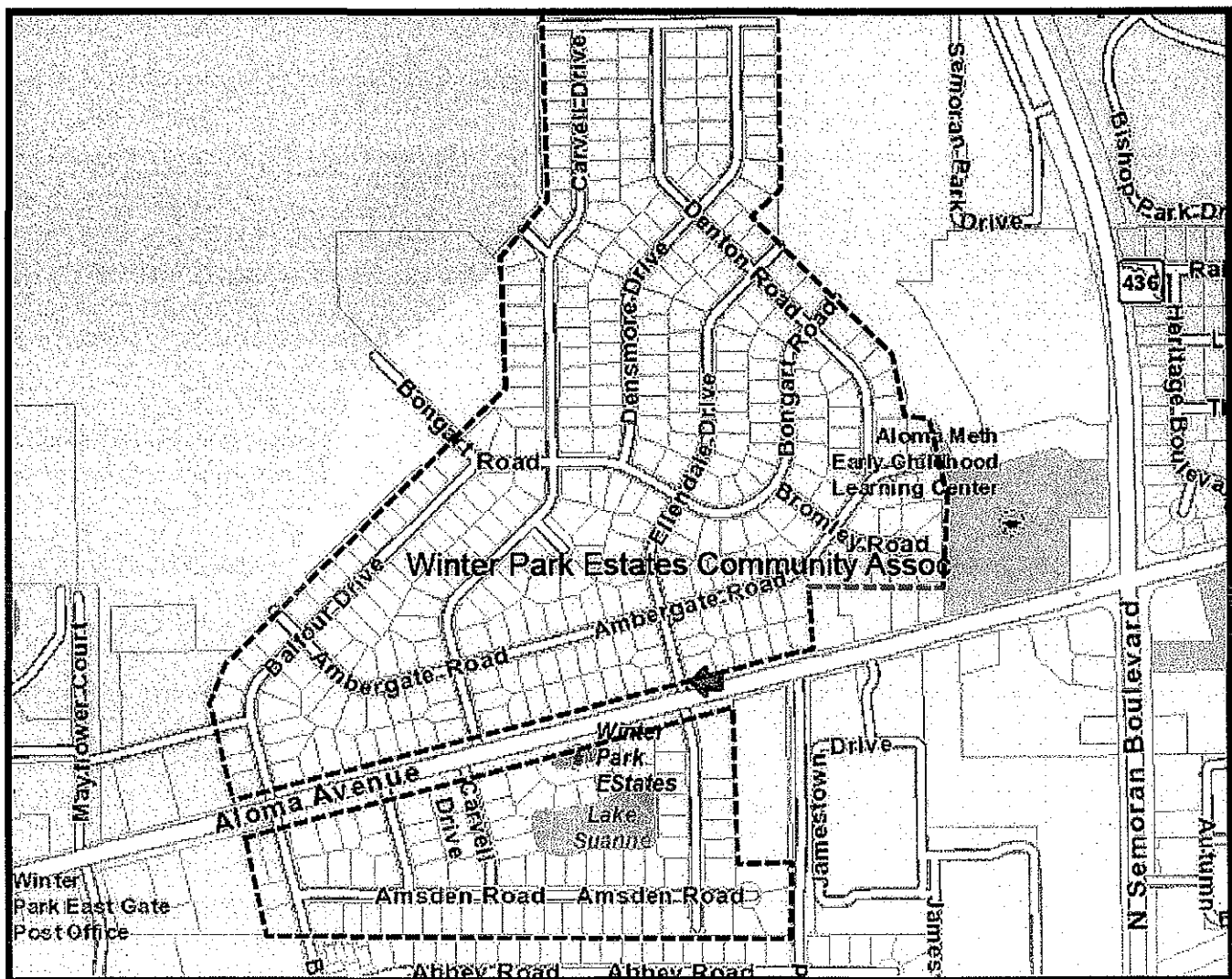
Summary: The neighborhood wishes to install two new entranceway sign panels. The homes within this neighborhood have met taxable value guidelines.



Neighborhood Pride Grant Profile

Organization Name: Winter Park Estates Community Association	Request Amount: \$5,000
Commission District 5: Ted Edwards	Matching Amount: \$0
Municipality Jurisdiction: N/A	Total Project Cost: \$5,000
Property Ownership: Private	Type of Grant: Sign Grant

Summary: The neighborhood wishes to install an entranceway sign. The homes within this neighborhood have met taxable value guidelines.





FIRE RESCUE DEPART

OTTO DROZD, III

EFO, CFO, Fire Chief

P.O. Box 5879

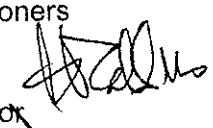
Winter Park, Florida 32793


407-836-9112 • FAX 407-836-9106


Otto.Drozdz@ocfl.net

**I. CONSENT AGENDA
FIRE RESCUE DEPARTMENT
1**

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

THROUGH: George A. Ralls, M.D. 
Deputy County Administrator

FROM: Otto Drozd, III, Fire Chief 
Fire Rescue Department

CONTACT PERSON: Ronald B. Plummer, Manager, OEM 
PHONE NUMBER: 407-836-9026

SUBJECT: February 9, 2016 - Consent Agenda Item
Citizen Corps EO S9 (CC)
Contract Number: 16-CC-S9-05-58-01-XXX
CFDA Number: 97.042

The State of Florida Division of Emergency Management has awarded Orange County funds in the amount of \$9,158. These funds will be available beginning upon execution of the contract until August 30, 2016.

This grant will permit Orange County's Citizen Corps and Council program to conduct planning, training, exercises, and purchase equipment to assist communities in achieving comprehensive community preparedness, which is critical to Orange County.

Acceptance of these funds requires a dollar-for-dollar match or in-kind match.

ACTION REQUESTED: Approval of Federally-Funded Subaward and Grant Agreement Number: 16-CC-S9-05-58-01-XXX between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2015-2016 in the amount of \$9,158.

OD/atk

Attachments

C: Ajit Lalchandani, County Administrator

Contract Number: 16-CC-S9-05-58-01-XXX

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Orange County Office of Emergency Management</u>
Sub-Recipient's unique entity identifier (DUNS):	<u>064797251.</u>
Federal Award Identification Number (FAIN):	<u>EMW-2015-EP-00033-S01</u>
Federal Award Date:	<u>10/1/2015</u>
Subaward Period of Performance Start and End Date:	<u>10/1/2014 – 9/30/2016</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$9,158</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient:	<u> </u>
Total Amount of the Federal Award:	<u>\$15,567,673</u>
Federal award project description (see FFATA):	<u>EMW-2015-EP-00033-S01</u>
Name of Federal awarding agency:	<u>Department of Homeland Security/FEMA</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management</u>
Contact information for the Pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, Florida 32399</u>
CFDA Number and Name:	<u>97.042 EMPG</u>
Whether the award is Research & Development:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>32.78%</u>

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", shall apply to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

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

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

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

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

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the following Division employee shall serve as the grant manager for this agreement, shall be responsible for enforcing performance of this Agreement's terms and conditions, and shall serve as the Division's liaison with the Sub-Recipient:

Dieldra Clark
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399
Telephone: 850-413-9821
Fax: 850-922-8689

Email: dieldra.clark@em.myflorida.com

b. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Ronald B. Plummer
P.O. Box 5879
Winter Park, FL 32793
Telephone: 407-836-9140
Fax: 407-737-2489
Email: ron.plummer@ocfl.net

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Attachment A, Budget and Attachment B, Scope of Work, of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin on September 1, 2015 and shall end on August 30, 2016, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Sub-Recipient shall be reimbursed for allowable costs incurred in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A, Budget and Attachment B, Scope of Work, of this Agreement. The maximum reimbursement amount for the entirety of this Agreement is \$9,158.
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, Scope of Work, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- f. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks

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

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- h. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- i. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations

or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

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

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

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(g), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the

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

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs. All close-out reports shall be due no later than August 31, 2018, regardless of the time extensions or other exceptional circumstances.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B, Scope of Work.

(13) MONITORING.

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

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

- a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
- c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

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

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

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

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

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

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

(18)SUBCONTRACTS

If the Sub-Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Sub-Recipient. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-

Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Sub-Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget
 - iii. Attachment B - Scope of Work
 - iv. Attachment C – Deliverables and Performance
 - v. Attachment D – Program Statutes and Regulations
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Warranties and Representations
 - viii. Attachment G – Certification Regarding Debarment
 - ix. Attachment H – Statement of Assurances
 - x. Attachment I – Reimbursement Checklist
 - xi. Attachment J – Monitoring Guidelines
 - xii. Attachment K – Environmental Planning & Historic Preservation Guidelines
 - xiii. Attachment L – Mandatory Contract Provisions

(20)PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.
- b. After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Sub-Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

c. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Sub-Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements contained in 2 C.F.R. Part 200. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement or forty-five (45) days after completion of the activities contained in this Agreement, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement. All invoices shall be due no later than August 16, 2018, regardless of time extensions or other exceptional circumstances.

d. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

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

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

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

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

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

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

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

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

c. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT:

By: _____

Name and Title: Teresa Jacobs, Mayor

Date: _____

FID# 59-6000773

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: _____

Date: _____

4. Each Commissioner is responsible for assigning work to his/her administrative support staff and monitoring work habits and performance. The individual Commissioner is responsible for any needed discipline.

5. Each Commissioner may approve salary increases for his/her administrative support staff provided:

a. A performance evaluation has been completed.

b. The salary increase would not cause the employee's salary to be above the maximum of the pay range.

c. Salary increase percentage is within the guidelines established for these employees (guidelines for non-classified service established annually).

d. Salary increases above the guidelines may be approved by the Commissioner in recognition of exemplary performance; however, the increase cannot result in a salary which exceeds the pay range.

6. County Commissioners and the Mayor may elect to provide up to two weeks severance pay to appointed staff at the time of staff members separation.

7. Each administrative support staff member will be expected to carry out all of the duties and responsibilities of the job description and be responsible for the clerical and administrative support for his/her District Commissioner.

8. If additional assistance is required, volunteers may be used. However, such volunteers shall not give direction to County staff.

9. The Mayor reserves the right to adjust this delegation of authority as may be deemed appropriate in the future.

Pay Ranges: Administrative support staff members have a specified salary range. These ranges will be reviewed and adjusted when market conditions dictate, as are all other pay ranges in this series.

Absences from Office: Administrative support staff members may fill in for one another on a voluntary basis, with the concurrence of the supervising Commissioner. Telephone calls will be routed directly to Commission offices. The voice mail system will

record telephone calls for future response.

Authority for Receptionists: The receptionists in the Board of County Commissioners office are not subject to this delegation and will be supervised by the Vice Mayor. The Vice Mayor will be in charge of the work directed to them and will arrange for backup coverage needed at the front desk.

Decorum and Common Areas: The Vice Mayor is delegated the authority to set rules from time to time regarding the following matters:

1. the use of common areas and equipment (for example, the lobby, the conference room, the coffee room, the restrooms, and the copy and facsimile machines);

2. the presence of persons other than visitors and County employees;

3. the County Commissioner reading file, and;

4. any other matter not covered by this Executive Order.

EFFECTIVE DATES: August 1, 2006

ORDERED this 27th day of June, 2006.

By: Richard T. Crotty, Orange County Mayor

06.004 DELEGATION OF AUTHORITY TO SIGN CONTRACTS, RESOLUTIONS, PLATS, DEEDS, ORDINANCES AND OTHER LEGAL DOCUMENTS AFTER BOARD APPROVAL

I. PURPOSE AND BACKGROUND

Section 302(D)(4) of the Orange County Charter allows the Orange County Mayor to designate to certain individuals the authority to sign contracts, resolutions, plats, deeds, ordinances and other documents and instruments on his/her behalf after approval by the Board of County Commissioners where applicable. In an effort to expedite the processing of documents and legal instruments which frequently must be signed by the County Mayor on short notice, a memorialization evidencing that certain individuals have authority to sign contracts, ordinances, resolutions, plats, deeds, ordinances and other legal documents and other instruments, after Board approval where applicable, in the absence of the Orange County Mayor, has been created.

II. ORDER

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign contracts and grants on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners, or

B. County Administrator or Acting County Administrator.

C. Pursuant to Article III of the Orange County Code, the Purchasing Manager is authorized to sign all contracts and agreements on behalf of the Board of County Commissioners.

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign resolutions, plats, deeds, ordinances, and other documents and instruments on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners

B. County Administrator or Acting County Administrator,

C. Deputy County Administrator.

Following Board approval of any such contracts, resolutions, plats, deeds, ordinances, grants, and other documents and instruments, the persons named herein are hereby authorized to sign on my behalf any and all additional documents, including closing statements, grant conditions, or other instruments related to consummating the action the Board authorized so long as any such instrument does not increase the financial commitment of the County specified in such board authorization.

Pursuant to Section 302(D)(4), the authority to acknowledge receipt of any summons or service of process to be served on Orange County as part of the filing process to be served on Orange County as part of the filing or prosecution of a civil action is hereby delegated to and vested in the County Attorney's Office, as long as those individuals are located at their place of business at the time service is attempted, thereby waiving the right of the County to be served as

required by Florida law and the rules of civil procedure in state and federal courts (and any other tribunals with jurisdiction). The County Attorney shall exercise such delegated authority at his or her discretion and may delegate the authority further to any assistant county attorney or to any special counsel representing the County in any proceeding.

A subpoena served on an employee in his or her official capacity shall be served directly on that individual named on the subpoena. In the absence of an individual being named on the subpoena, the subpoena shall be served on the County Attorney's Office.

EFFECTIVE DATE: August 1, 2006

ORDERED this 27th day of June, 2006.

REVISED: 05/19/08

By: Richard T. Crotty, Orange County Mayor

10.001 TOBACCO IN THE WORKPLACE

I. PURPOSE AND BACKGROUND

The purpose of this section is to provide employees with an understanding of Orange County's rules governing tobacco use in County facilities. The rules are designed to foster the health and safety of all employees and the public as well as reduce adverse impacts and maintenance to mechanical equipment. After careful review and consideration of all the available information, Orange County has decided to take additional positive steps towards providing a tobacco-free environment for all employees. Use of tobacco poses a significant risk to the health of the user. It can damage sensitive technical equipment and can be a safety hazard. The 1986 Surgeon General's report on involuntary smoking states that second hand smoke is a cause of disease, including lung cancer, in healthy non-smokers. The report continues by saying that the simple separation of smokers and non-smokers within the same air space may reduce, but does not eliminate, the exposure of non-smokers to environmental tobacco smoke. Under Section 386.204, Florida Statutes, a person is prohibited from smoking in any enclosed indoor workplace. The following rules are provided to demonstrate Orange County's desire to improve the health of its employees and citizens alike.

II. ORDER

A. Upon the effective date of this Executive Order, Executive Order 91.002 and 06.002, which pertain to smoking in the workplace, are repealed.

Executive Orders 3 (10/06/10)

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance Title and number: Emergency Management Performance Grant 97.042

Award amount: \$9,158

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 215, 252 and 473 Florida Statutes

Rule Chapters 27P-6, 27P-11 and 27P-19. Florida Administrative Code

2 CFR Part 200

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):*
Sub-recipient is to use funding to perform eligible activities as identified FY2015 Emergency Management Performance Grant Program Notice of Funding Opportunity (NOFO).
2. *Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources):*
Sub-recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with the terms of the Agreement.

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

ATTACHMENT A

PROPOSED PROGRAM BUDGET and SCOPE OF WORK

- Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- Funding from the Emergency Management Performance Grant is intended for use by the Sub-recipient to perform eligible activities as identified in the Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2015 Emergency Management Performance Grants Program and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <http://beta.fema.gov/authorized-equipment-list>.
- At the discretion of the Sub-recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 5% of each Sub-recipient's total award may be expended on Management and Administration costs.

Grant	Sub-recipient Agency	Category	Amount Allocated
FY 2015 – Emergency Management Performance Grant Program – CITIZEN CORPS EO Number: S9	Orange County Office of Emergency Management	Planning	\$6,872.00
		Training	\$0.00
		Exercise	\$0.00
		Equipment	\$1,850.00
		Management and Administration (M&A) (the dollar amount cannot exceed 5% of the total award amount)	\$ 436.00
Total Award			\$9,158.00

BUDGET DETAIL WORKSHEET

The Sub-recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2015 Budget Detail Worksheet-- Eligible Activities (Not limited to activities below)				
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)				
Conferences to facilitate planning activities	1	\$1,677.00	\$1,677.00	S9
Materials required to conduct planning activities	5,195	\$1.00	\$5,195.00	S9
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Other projects areas with prior approval from FEMA				
Issuance of WHTI-compliant tribal identification cards (HSGP only)				
Activities to achieve planning inclusive of people with disabilities				
TOTAL PLANNING EXPENDITURES			\$	\$6,872.00
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue Number
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				
Certification/Recertification of Instructors				
Travel				

Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Tuition for higher education				
Other items				
TOTAL TRAINING EXPENDITURES			\$	\$0.00
Exercise Planning Costs	Quantity	Unit Cost	Total Cost	Notes
Design, Develop, Conduct and Evaluate an Exercise				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs - Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
TOTAL EXERCISE EXPENDITURES			\$	\$0.00

Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://beta.fema.gov/authorized-equipment-list .			
	Quantity	Unit Cost	Total Cost
Personal protective equipment			
CC Vol. Shirts, Neck Wallets AEL#:21GN-00-CCEQ	185	\$10.00	\$1,850.00
Explosive device mitigation and remediation equipment			
CBRNE operational search and rescue equipment			
Information technology			
Cyber security enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Decontamination Equipment (HSGP only)			
Medical supplies			
Power equipment			
CBRNE reference materials			
CBRNE incident response vehicles			
Terrorism incident prevention equipment			
Physical security enhancement equipment			
Inspection and Screening systems			
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)			
CBRNE Prevention and Response watercraft			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			

Intervention equipment			
Public Alert and Warning Equipment			
Disability Access and Functional Needs			
TOTAL EQUIPMENT EXPENDITURES	\$		\$1,850.00
Hiring a full-time or part-time staff or contractors/consultants:			
<ul style="list-style-type: none"> To assist with the management of the respective grant program To assist with application requirements To assist with compliance with reporting/data collection requirements. 	1	\$436.00	\$436.00
Development of operating plans for information collection and processing necessary to respond to FEMA data calls.			
Cost associated with achieving emergency that is inclusive of the access and functional needs of workers and citizens with disabilities.			
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full-Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
Travel Expenses			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.ojp.usdoj.gov/FinGuide).			
Acquisition of authorized office equipment , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the period of performance: <ul style="list-style-type: none"> Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. Leasing and/or renting of space for newly hired personnel. 			
Subtotal	\$		\$436.00
TOTAL ALL EXPENDITURES	\$		\$9,158.00
Cost Sharing Allocation			
Source			Amount
Salary for Orange County Office of Emergency Management Staff			\$26,249.50
TOTAL	\$		\$26,249.50

ATTACHMENT B

SCOPE OF WORK

Sub-recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). The intent of this Agreement is to complete the following allowable activities:

I. Project Description

Citizen Corps and Community Emergency Response Team (CERT) Program –

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2015 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council
- Develop plans, such as emergency operations plans (EOP) to achieve and expand citizen preparedness and participation
- Conduct public education and outreach
- Ensure clear, timely, and accessible alerts/warnings and emergency communications with the public
- Develop training programs for the public, including special needs populations, for both all-hazards preparedness and volunteer responsibilities
- Facilitate citizen participation in exercises
- Implement volunteer programs and activities to support emergency responders
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes
- Conduct evaluations of programs and activities

II. Categories and Eligible Activities

Eligible activities are outlined in the Scope of Work for each category below. FY 2015 EMPG allowable costs are divided into the following categories:

- Planning
- Training
- Exercise
- Equipment

Each category's allowable costs have been listed below. Eligible activities should support the above approved projects.

A. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to

engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

To meet this important objective, EMPG funds may be used to support the following:

- Establishing a Citizen Corps Council that brings together representatives of the whole community to provide input on emergency operations plans, risk assessments, mitigation plans, alert and warning systems, and other plans; assist in outreach and education of community members in preparedness activities; build volunteer capability to support disaster response and recovery.
- Engaging the whole community in public educational and awareness activities.
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Community-based planning to advance "whole community" security and emergency management.
- Planning to foster public-private sector partnerships, including innovation for disasters initiatives that support the mission areas identified in the Goal.
- Executing an America's PrepareAthon! Activity to engage the whole community in a hazard—specific activity on the National Day of Action.
- Delivering the CERT Basic Training Course and supplemental for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager course (strongly encouraged).
- Developing or enhancing mutual aid agreements/compacts, including required membership in EMAC.
 - All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to <http://www.citizencorps.gov>. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication
 - Allowable expenditures include:
 - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters
 - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers
 - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.
 - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.
 - Allowable expenditures include:

- Recruiting, screening, and training volunteers (e.g. background checks)
- Retaining, recognizing, and motivating volunteers
- Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems and to track volunteer hours) and other available resources in compliance with applicable privacy laws.
- Necessary non-structural accommodations to include persons with programmatic and communications access needs (e.g., sign language interpreters. Computer Assisted Realtime Translation (CART) and other modifications of policies and practices to fully include volunteers with disabilities)
- Evaluating volunteers

B. Training

Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community based workshops, seminars, demonstrations, or conferences. Examples include; CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and disability-inclusive community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer Course, and the CERT Program Manager Course. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training.

Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity CERT members might be tasked to perform in support of emergency services responders; or
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or
- Enhances understanding of a particular local hazard CERT members might encounter in their response activities

There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, Teen CERT Train-the-Trainer, or CERT Program Manager courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and access and functional needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). Jurisdictions are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf/

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors** Cost associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

FDEM State Training Office conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-recipient must provide the Division with a certificate of course completion; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to attend the course.

- In order to receive payment for successfully conducting an authorized course, the Sub-recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to conduct the course."
- For courses that are non-DHS approved training, sub-recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, sub-recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of **15** in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the sub-recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

C. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 44 Code of Federal Regulation, Section 13.36;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the sub-sub-recipient shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the sub-sub-recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the sub-sub-recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

D. Piggy-backing

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

E. Exercises

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises. Grantees are encouraged to develop exercises that test their SOPs/SOGs in accordance with the FY 2015 Priority requirements.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support direct exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise activities.
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** - Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs are limited to items consumed in direct support of exercise activities such as rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations.

Unauthorized exercise-related costs include:

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

Exercise Requirements

Exercises conducted with grant funds should evaluate performance of capability targets, established through the development of a jurisdiction's THIRA for the core capabilities needed to address their greatest risk. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

All exercises using grant funds must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtm>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

- Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at <https://www.llis.dhs.gov/hseep>.
- Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations.
- Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies. The scenarios used in EMPG funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Sub-recipient must provide the Division with an EXPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to conduct the exercise.

The Sub-recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.

- If you require food/water for this event, request must come to the Division within 25 days of event in the following format:

Exercise Title:

Location:

Exercise Date:

Exercise Schedule:

Estimated Number of Participants that will be fed:

Estimated Cost for food/water:

Description of the Exercise:

- The scenarios used in grant funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in grant funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple disciplines and/or jurisdictions and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year Training and Exercise Plan.

Federally funded projects must be competitively solicited offering open competition. No piggy-backing off existing agreements is allowed. Each award under this grant is a 'new' project and must be competitively bid. FDEM will require suspension and debarment forms for each vendor, copies of solicitation documents and responses, and justification of vendor selection at its discretion. FDEM must pre-approve all scopes of work for projects funded under this agreement.

F. Equipment

States and Urban Areas are encouraged to fully leverage all EMPG resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed on the web-based version of the Authorized Equipment List is available at <http://www.fema.gov/preparedness-non-disaster-grants> or <http://www.fema.gov/grants>.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT, or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

1. Program Requirements

The following are required items to be provided to participate under the CERT Sub-grant: (NOTE: Special exemption can be granted by the State Citizen Corps/CERT office.)

A. PPE Equipment that shall include:

- Hard hat
- Protective Eyewear
- Dust Mask
- ID Tag
- HEPA Mask
- Tape
- Light Stick
- Latex, or Nitrate Gloves
- Marking Caulk, or Crayon
- Signal Whistle
- Flashlight (simple)
- Bag/Backpack
- Reflective Vest
- Cardboard, or simple splint
- Work Gloves
- Disaster medical care items for at least 3 victims such as gauze, triangles, etc.

B. Participant manuals.

C. Standard Operating Procedures (SOPs)/Standard Operating Guidelines (SOGs).

D. Certificates.

E. CERT trainings and events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the State Citizen Corps/CERT office.

The following are required items for the CERT Basic Training Course to be taught under this sub-grant:

1. Use of the full FEMA/EMI/FDEM CERT Basic Training Course G317, (Including the terrorism module and showing the Sheltering-In-Place Video (DVD);
2. Use of a G428 CERT Train-the-Trainer (TTT) qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager, course manager, or lead instructor;
3. Use of a G427 qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager; and
4. Use of an adequate training facility.

It is the responsibility of the applicant to arrange and compensate course managers for CERT trainings and course manuals.

Tracking and reporting the number of trained CERT volunteers is not only a State of Florida priority, but also a DHS/ODP priority. It is required to have a database to track the number of trained volunteers, as well as someone, to monitor/enter data to such a database.

Required Quarterly Reports will be due as indicated in the signed agreement, or separate schedule. The Quarterly Report should include more extended training data, explanation on the expenditure of funds during the quarter and any CERT activities that took place.

Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. A letter from your County Emergency Management or your sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.

F. Cost share guidance-types of match

- Cash (hard) match includes non-Federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.
- In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

G. Construction and Renovation

Construction and renovation projects for a State, local, territorial, or tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-recipients and sub-sub-recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the sub-recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. §§ 10.8, must also be identified to the FEMA Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to Grant Program Manager.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant sub-recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website:
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

H. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair, or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

I. Unallowable Costs

Unallowable costs include, but shall not be limited to:

- Expenditures for weapons systems and ammunition;
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities; or
- Activities unrelated to the completion and implementation of the EMPG Program.

In general, sub-recipients should consult with their Grant Manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

J. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Sub-recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 30
July 1 through September 30	October 30

October 1 through December 31	January 30
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2. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. This is separate from the final claim which is due no later than forty-five (45) days after termination of the agreement or completion of project activity. The Sub-recipient should include the category's corresponding line item (or issue) number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form. For equipment items, the AEL must be listed on the "Detail of Claims" form.

3. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

K. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Dieldra Clark FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9821 dieldra.clark@em.myflorida.com	Owen Roach FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1599 owen.roach@em.myflorida.com

L. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

ATTACHMENT C

DELIVERABLES AND PERFORMANCE

Citizen Corp/CERT funding is intended only to be used for specific preparedness or volunteer training or by trained volunteers in carrying out response functions. Program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community. Activities funded under these projects must meet the allow ability requirements of Emergency Performance Grant Program (EMPG).

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity).

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the sub-recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://firsdtrespondertraining.gov>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-recipient can successfully complete an authorized course either by attending or conducting that course.

Exercise Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the sub-sub-recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.ilis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://www.fema.gov/preparedness-non-disaster-grants>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Minimum performance: Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.

ATTACHMENT D

PROGRAM STATUTES AND REGULATIONS

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

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

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

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

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months (90 days) of Funding Agreement
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

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

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Codes of conduct.

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

Business Hours

The Sub-recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: _____

Licensing and Permitting

All subcontractors or employees hired by the Sub-recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-recipient.

ATTACHMENT G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Sub-Recipient's Name

Name and Title

FDEM Contract Number

Street Address

Project Number

City, State, Zip

Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All sub-recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
2. Sub-recipient must ensure that project activities carried outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
3. Sub-recipient will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. Sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. Sub-recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.
6. Sub-recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
7. Sub-recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. Sub-recipient must cooperate with any compliance review or compliant investigation conducted by DHS.
9. Sub-recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.
10. If, during the past three years, the sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the sub-recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a sub-recipient of funds, the sub-recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

ATTACHMENT I

REIMBURSEMENT CHECKLIST

Use this checklist as a tool for completing reimbursement packages

PLANNING

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by sub-recipient or contractor/consultant of sub-recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)
- ☐ 5. Has proof of payment been included?
 - _____ Canceled check
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 7. Has proof of purchase methodology been included (Form 5 Procurement)?
 - _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 - _____ State Contract (page showing contract #, price list)
 - _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

TRAINING

- ☐ 1. Is this an approved course?
- ☐ 2. Is there a course or catalog number? If not, has FDEM approved training?
- ☐ 3. Have Sign-In Sheets, Rosters and Agenda been provided?

- ☐ 4. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
 _____ Have documentation from entity's financial system been provided as proof attendees were paid?
 _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 5. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 6. Has any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.
 _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included (Form 5 Procurement)?
 _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 _____ State Contract (page showing contract #, price list)
 _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EXERCISE

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
 _____ Situation Manual
 _____ Exercise Plan
- ☐ 2. If exercise has been conducted are the following included:
 _____ After-action report
 _____ Sign-in sheets
 _____ Agenda
 _____ Rosters
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
 _____ Have documentation from entity's financial system been provided to prove attendees were paid?
 _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included.
- _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included.
- _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included (Form 5 Procurement)?
- _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 _____ State Contract (page showing contract #, price list)
 _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EQUIPMENT

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included?
- _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 5. If EHP form needed, has a copy of the approval from DHS been included?
- ☐ 6. Has proof of purchase methodology been included (Form 5 Procurement)?
- _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 _____ State Contract (page showing contract #, price list)
 _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

TRAVEL/CONFERENCES

- ☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
- _____ Airplane receipts
 - _____ Proof of mileage (Google or Yahoo map printout or mileage log)
 - _____ Toll and/or Parking receipts
 - _____ Hotel receipts (is there a zero balance?)
 - _____ Car rental receipts
 - _____ Registration fee receipts
 - _____ Note: Make sure that meals paid for by conference are not included in per diem amount
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included?
- _____ Canceled check
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement & payment to credit card company for that statement
 - _____ Copy of paycheck if reimbursed through payroll

MATCHING FUNDS

- ☐ 1. Contributions are from Non Federal funding sources identified?
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

SALARY POSITIONS

1. Has a signed timesheet by employee and supervisor included?
2. Has proof for time worked by the employee been included? Is time period summary included?
- _____ Statement of Earnings
 - _____ Copy of Payroll Check
 - _____ Payroll Register
 - _____ Time and Effort Log (Form 6)
- _____ For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

ORGANIZATION

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into sub-sub-recipients records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 7. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 8. Do all of your vendors have a current W-9 (Tax Payer Identification) on file?

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

ATTACHMENT J

MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a sub-recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

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

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a three (3) year period following closure.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;

- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

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

Desk monitoring is an on-going process. Sub-recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a sub-recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant sub-recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✦Equipment selection or available vendors
- ✦Eligibility of items or services
- ✦Coordination and partnership with other agencies within or outside the region or discipline
- ✦Record Keeping

↓Reporting Requirements

↓Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the sub-recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the sub-recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per sub-recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

ATTACHMENT K

EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - Equipment buildings (such as those accompanying communication towers)
 - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

EHP DETERMINATION PROCESS

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the sub-recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

APPROVAL PROCESS TO FEMA

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements, page 2.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided)
- V. Take photographs of the location(s) of proposed project (Guidance provided)
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov.
- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies sub-recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.

ATTACHMENT L

MANDATORY CONTRACT PROVISIONS

Provisions as described in Appendix II to Part 200:

Pl. 200, App. II

2 CFR Ch. II (1-1-14 Edition)

early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require.

G. FEDERAL AWARDING AGENCY CONTACTS—Required

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

- i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and or email, as well as regular mail).
- ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.
- iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

- i. Indicate whether this is a new program or a one-time initiative.
- ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.
- iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.
- iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.
- v. Include certain routine notices to applicants (e.g., that the Federal government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal government to the expenditure of funds).

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1909, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12335, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3706). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6301).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1806 Comp., p. 189) and 12689 (3 CFR Part 1009 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



FIRE RESCUE DEPARTMENT

OTTO DROZD, III

EFO, CFO, Fire Chief

P.O. Box 5879

Winter Park, Florida 32793

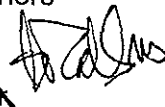
407-836-9112 • FAX 407-836-9106


Otto.Drozdz@ocfl.net


**I. CONSENT AGENDA
FIRE RESCUE DEPARTMENT**

2

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

THROUGH: George A. Ralls, M.D. 
Deputy County Administrator

FROM: Otto Drozd, III, Fire Chief 
Fire Rescue Department

CONTACT PERSON: Ronald B. Plummer, Manager, OEM 
PHONE NUMBER: 407-836-9026

SUBJECT: February 9, 2016 - Consent Agenda Item
Community Emergency Response Team EO S9 (CERT)
Contract Number: 16-CI-S9-05-58-01-XXX
CFDA Number: 97.042

The State of Florida Division of Emergency Management has awarded Orange County funds in the amount of \$9,158. These funds will be available beginning upon execution of the contract until August 30, 2016.

This grant will permit Orange County's CERT program to conduct planning, training, exercises, and purchase equipment to assist communities in achieving comprehensive community preparedness, which is critical to Orange County.

Acceptance of these funds requires a dollar-for-dollar match or in-kind match.

ACTION REQUESTED: Approval of Federally-Funded Subaward and Grant Agreement Number: 16-CI-S9-05-58-01-XXX between the State of Florida, Division of Emergency Management and Orange County for Fiscal Year 2015-2016 in the amount of \$9,158.

OD/atk

Attachments

C: Ajit Lalchandani, County Administrator

Contract Number: 16-CI-S9-05-58-01-XXX

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Orange County Office of Emergency Management</u>
Sub-Recipient's unique entity identifier (DUNS):	<u>064797251</u>
Federal Award Identification Number (FAIN):	<u>EMW-2015-EP-00033-S01</u>
Federal Award Date:	<u>10/1/2015</u>
Subaward Period of Performance Start and End Date:	<u>10/1/2014 – 9/30/2016</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$9,158</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient:	<u> </u>
Total Amount of the Federal Award:	<u>\$15,567,673</u>
Federal award project description (see FFATA):	<u>EMW-2015-EP-00033-S01</u>
Name of Federal awarding agency:	<u>Department of Homeland Security/FEMA</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management</u>
Contact information for the Pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, Florida 32399</u>
CFDA Number and Name:	<u>97.042 EMPG</u>
Whether the award is Research & Development:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>32.78%</u>

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", shall apply to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

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

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

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

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

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the following Division employee shall serve as the grant manager for this agreement, shall be responsible for enforcing performance of this Agreement's terms and conditions, and shall serve as the Division's liaison with the Sub-Recipient:

Dieldra Clark
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399
Telephone: 850-413-9821
Fax: 850-922-8689

Email: dieldra.clark@em.myflorida.com

b. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Ronald B. Plummer
P.O. Box 5879
Winter Park, FL 32793
Telephone: 407-836-9140
Fax: 407-737-2489
Email: ron.plummer@ocfl.net

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Attachment A, Budget and Attachment B, Scope of Work, of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin on September 1, 2015 and shall end on August 30, 2016, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Sub-Recipient shall be reimbursed for allowable costs incurred in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A, Budget and Attachment B, Scope of Work, of this Agreement. The maximum reimbursement amount for the entirety of this Agreement is \$9,158.
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, Scope of Work, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- f. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks

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

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

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

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

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

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

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations

or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

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

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

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(g), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the

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

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs. All close-out reports shall be due no later than August 31, 2018, regardless of the time extensions or other exceptional circumstances.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B, Scope of Work.

(13) MONITORING.

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

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

- a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
- c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

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

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

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

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

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

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

(18)SUBCONTRACTS

If the Sub-Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Sub-Recipient. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-

Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Sub-Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(19) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget
- iii. Attachment B - Scope of Work
- iv. Attachment C – Deliverables and Performance
- v. Attachment D – Program Statutes and Regulations
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Warranties and Representations
- viii. Attachment G – Certification Regarding Debarment
- ix. Attachment H – Statement of Assurances
- x. Attachment I – Reimbursement Checklist
- xi. Attachment J – Monitoring Guidelines
- xii. Attachment K – Environmental Planning & Historic Preservation Guidelines
- xiii. Attachment L – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

b. After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Sub-Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

c. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Sub-Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements contained in 2 C.F.R. Part 200. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement or forty-five (45) days after completion of the activities contained in this Agreement, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement. All invoices shall be due no later than August 16, 2018, regardless of time extensions or other exceptional circumstances.

d. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

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

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

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

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

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

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

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

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

c. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT:

By: _____

Name and Title: Teresa Jacobs, Mayor

Date: _____

FID# 59-6000773

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: _____

Date: _____

4. Each Commissioner is responsible for assigning work to his/her administrative support staff and monitoring work habits and performance. The individual Commissioner is responsible for any needed discipline.

5. Each Commissioner may approve salary increases for his/her administrative support staff provided:

a. A performance evaluation has been completed.

b. The salary increase would not cause the employee's salary to be above the maximum of the pay range.

c. Salary increase percentage is within the guidelines established for these employees (guidelines for non-classified service established annually).

d. Salary increases above the guidelines may be approved by the Commissioner in recognition of exemplary performance; however, the increase cannot result in a salary which exceeds the pay range.

6. County Commissioners and the Mayor may elect to provide up to two weeks severance pay to appointed staff at the time of staff members separation.

7. Each administrative support staff member will be expected to carry out all of the duties and responsibilities of the job description and be responsible for the clerical and administrative support for his/her District Commissioner.

8. If additional assistance is required, volunteers may be used. However, such volunteers shall not give direction to County staff.

9. The Mayor reserves the right to adjust this delegation of authority as may be deemed appropriate in the future.

Pay Ranges: Administrative support staff members have a specified salary range. These ranges will be reviewed and adjusted when market conditions dictate, as are all other pay ranges in this series.

Absences from Office: Administrative support staff members may fill in for one another on a voluntary basis, with the concurrence of the supervising Commissioner. Telephone calls will be routed directly to Commission offices. The voice mail system will

record telephone calls for future response.

Authority for Receptionists: The receptionists in the Board of County Commissioners office are not subject to this delegation and will be supervised by the Vice Mayor. The Vice Mayor will be in charge of the work directed to them and will arrange for backup coverage needed at the front desk.

Decorum and Common Areas: The Vice Mayor is delegated the authority to set rules from time to time regarding the following matters:

1. the use of common areas and equipment (for example, the lobby, the conference room, the coffee room, the restrooms, and the copy and facsimile machines);

2. the presence of persons other than visitors and County employees;

3. the County Commissioner reading file, and;

4. any other matter not covered by this Executive Order.

EFFECTIVE DATES: August 1, 2006

ORDERED this 27th day of June, 2006.

By: Richard T. Crotty, Orange County Mayor

06.004 DELEGATION OF AUTHORITY TO SIGN CONTRACTS, RESOLUTIONS, PLATS, DEEDS, ORDINANCES AND OTHER LEGAL DOCUMENTS AFTER BOARD APPROVAL

I. PURPOSE AND BACKGROUND

Section 302(D)(4) of the Orange County Charter allows the Orange County Mayor to designate to certain individuals the authority to sign contracts, resolutions, plats, deeds, ordinances and other documents and instruments on his/her behalf after approval by the Board of County Commissioners where applicable. In an effort to expedite the processing of documents and legal instruments which frequently must be signed by the County Mayor on short notice, a memorialization evidencing that certain individuals have authority to sign contracts, ordinances, resolutions, plats, deeds, ordinances and other legal documents and other instruments, after Board approval where applicable, in the absence of the Orange County Mayor, has been created.

II. ORDER

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign contracts and grants on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners, or

B. County Administrator or Acting County Administrator.

C. Pursuant to Article III of the Orange County Code, the Purchasing Manager is authorized to sign all contracts and agreements on behalf of the Board of County Commissioners.

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign resolutions, plats, deeds, ordinances, and other documents and instruments on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners

B. County Administrator or Acting County Administrator,

C. Deputy County Administrator.

Following Board approval of any such contracts, resolutions, plats, deeds, ordinances, grants, and other documents and instruments, the persons named herein are hereby authorized to sign on my behalf any and all additional documents, including closing statements, grant conditions, or other instruments related to consummating the action the Board authorized so long as any such instrument does not increase the financial commitment of the County specified in such board authorization.

Pursuant to Section 302(D)(4), the authority to acknowledge receipt of any summons or service of process to be served on Orange County as part of the filing process to be served on Orange County as part of the filing or prosecution of a civil action is hereby delegated to and vested in the County Attorney's Office, as long as those individuals are located at their place of business at the time service is attempted, thereby waiving the right of the County to be served as

required by Florida law and the rules of civil procedure in state and federal courts (and any other tribunals with jurisdiction). The County Attorney shall exercise such delegated authority at his or her discretion and may delegate the authority further to any assistant county attorney or to any special counsel representing the County in any proceeding.

A subpoena served on an employee in his or her official capacity shall be served directly on that individual named on the subpoena. In the absence of an individual being named on the subpoena, the subpoena shall be served on the County Attorney's Office.

EFFECTIVE DATE: August 1, 2006
ORDERED this 27th day of June, 2006.
REVISED: 05/19/08
By: Richard T. Crotty, Orange County Mayor

10.001 TOBACCO IN THE WORKPLACE

I. PURPOSE AND BACKGROUND

The purpose of this section is to provide employees with an understanding of Orange County's rules governing tobacco use in County facilities. The rules are designed to foster the health and safety of all employees and the public as well as reduce adverse impacts and maintenance to mechanical equipment. After careful review and consideration of all the available information, Orange County has decided to take additional positive steps towards providing a tobacco-free environment for all employees. Use of tobacco poses a significant risk to the health of the user. It can damage sensitive technical equipment and can be a safety hazard. The 1986 Surgeon General's report on involuntary smoking states that second hand smoke is a cause of disease, including lung cancer, in healthy non-smokers. The report continues by saying that the simple separation of smokers and non-smokers within the same air space may reduce, but does not eliminate, the exposure of non-smokers to environmental tobacco smoke. Under Section 386.204, Florida Statutes, a person is prohibited from smoking in any enclosed indoor workplace. The following rules are provided to demonstrate Orange County's desire to improve the health of its employees and citizens alike.

II. ORDER

A. Upon the effective date of this Executive Order, Executive Order 91.002 and 06.002, which pertain to smoking in the workplace, are repealed.

Executive Orders 3 (10/06/10)

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance Title and number: Emergency Management Performance Grant 97.042

Award amount: \$9,158

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 215, 252 and 473 Florida Statutes

Rule Chapters 27P-6, 27P-11 and 27P-19. Florida Administrative Code

2 CFR Part 200

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):*
Sub-recipient is to use funding to perform eligible activities as identified FY2015 Emergency Management Performance Grant Program Notice of Funding Opportunity (NOFO).
2. *Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources):*
Sub-recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with the terms of the Agreement.

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

ATTACHMENT A

PROPOSED PROGRAM BUDGET and SCOPE OF WORK

- Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- Funding from the Emergency Management Performance Grant is intended for use by the Sub-recipient to perform eligible activities as identified in the Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2015 Emergency Management Performance Grants Program and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <http://beta.fema.gov/authorized-equipment-list>.
- At the discretion of the Sub-recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 5% of each Sub-recipient's total award may be expended on Management and Administration costs.

Grant	Sub-recipient Agency	Category	Amount Allocated
FY 2015 – Emergency Management Performance Grant Program – CERT EO Number: S9	Orange County Office of Emergency Management	Planning	\$ 3,430.00
		Training	\$ 1,494.00
		Exercise	\$ 0.00
		Equipment	\$ 3,798.00
		Management and Administration (M&A) (the dollar amount cannot exceed 5% of the total award amount)	\$ 436.00
Total Award			\$9,158.00

BUDGET DETAIL WORKSHEET

The Sub-recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2015 Budget Detail Worksheet— Eligible Activities (Not limited to activities below)				
Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Issue Number
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)				
Conferences to facilitate planning activities				
Materials required to conduct planning activities	1	\$3,430.00	\$3,430.00	S9
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Other projects areas with prior approval from FEMA				
Issuance of WHTI-compliant tribal identification cards (HSGP only)				
Activities to achieve planning inclusive of people with disabilities				
TOTAL PLANNING EXPENDITURES			\$	\$3,430.00
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue Number
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences	3	\$125.00	\$375.00	S9
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				

Certification/Recertification of Instructors				
Travel	3	\$373.00	\$1,119.00	\$9
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Tuition for higher education				
Other items				
TOTAL TRAINING EXPENDITURES			\$	\$1,494.00
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue Number
Design, Develop, Conduct and Evaluate an Exercise				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
TOTAL EXERCISE EXPENDITURES				\$0.00

Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://beta.fema.gov/authorized-equipment-list .			
	Quantity	Unit Cost	Total Cost
Personal protective equipment			
CERT Rain Ponchos, AEL #: 21GN-00-CCEQ	272	\$10.00	\$2,720.00
Explosive device mitigation and remediation equipment			
Gas shut off multi-tool, AEL #: 03SR-02-TLHN	50	\$10.00	\$500.00
CBRNE operational search and rescue equipment			
Vehicle extrication tool, AEL #: 03SR-02-TLHN	100	\$2.50	\$250.00
Information technology			
Cyber security enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Decontamination Equipment (HSGP only)			
Medical supplies			
Power equipment			
CBRNE reference materials			
CBRNE incident response vehicles			
Terrorism incident prevention equipment			
Physical security enhancement equipment			
Inspection and Screening systems			
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)			
CBRNE Prevention and Response watercraft			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			

Intervention equipment			
Public Alert and Warning Equipment			
Public Event Table Throw, AEL#: 21GN-00-CCEQ	2	\$164.00	\$328.00
Disability Access and Functional Needs			
TOTAL EQUIPMENT EXPENDITURES			\$3,798.00
Allowable Management and Administration Costs	Quantity	Unit Cost	Total Cost
Hiring a full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> To assist with the management of the respective grant program To assist with application requirements To assist with compliance with reporting/data collection requirements. 	1	\$436.00	\$436.00
Development of operating plans for information collection and processing necessary to respond to FEMA data calls.			
Cost associated with achieving emergency that is inclusive of the access and functional needs of workers and citizens with disabilities.			
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full-Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
Travel Expenses			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.ojp.usdoj.gov/FinGuide).			
Acquisition of authorized office equipment , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the period of performance: <ul style="list-style-type: none"> Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. Leasing and/or renting of space for newly hired personnel. 			
TOTAL M&A EXPENDITURES			\$436.00
TOTAL ALL EXPENDITURES			\$9,158.00
Cost Sharing Allocation			
Source			Amount
Salary for Orange County Office of Emergency Management Staff			\$26,249.50
TOTAL			\$

ATTACHMENT B

SCOPE OF WORK

Sub-recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). The intent of this Agreement is to complete the following allowable activities:

I. Project Description

Citizen Corps and Community Emergency Response Team (CERT) Program –

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2015 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council
- Develop plans, such as emergency operations plans (EOP) to achieve and expand citizen preparedness and participation
- Conduct public education and outreach
- Ensure clear, timely, and accessible alerts/warnings and emergency communications with the public
- Develop training programs for the public, including special needs populations, for both all-hazards preparedness and volunteer responsibilities
- Facilitate citizen participation in exercises
- Implement volunteer programs and activities to support emergency responders
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes
- Conduct evaluations of programs and activities

II. Categories and Eligible Activities

Eligible activities are outlined in the Scope of Work for each category below. FY 2015 EMPG allowable costs are divided into the following categories:

- Planning
- Training
- Exercise
- Equipment

Each category's allowable costs have been listed below. Eligible activities should support the above approved projects.

A. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to

engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

To meet this important objective, EMPG funds may be used to support the following:

- Establishing a Citizen Corps Council that brings together representatives of the whole community to provide input on emergency operations plans, risk assessments, mitigation plans, alert and warning systems, and other plans; assist in outreach and education of community members in preparedness activities; build volunteer capability to support disaster response and recovery.
- Engaging the whole community in public educational and awareness activities.
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Community-based planning to advance “whole community” security and emergency management.
- Planning to foster public-private sector partnerships, including innovation for disasters initiatives that support the mission areas identified in the Goal.
- Executing an America’s PrepareAthon! Activity to engage the whole community in a hazard—specific activity on the National Day of Action.
- Delivering the CERT Basic Training Course and supplemental for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager course (strongly encouraged).
- Developing or enhancing mutual aid agreements/compacts, including required membership in EMAC.
 - All public education and outreach materials must include the national or jurisdiction’s Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to <http://www.citizencorps.gov>. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication
 - Allowable expenditures include:
 - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters
 - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers
 - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.
 - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.
 - Allowable expenditures include:

- Recruiting, screening, and training volunteers (e.g. background checks)
- Retaining, recognizing, and motivating volunteers
- Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems and to track volunteer hours) and other available resources in compliance with applicable privacy laws.
- Necessary non-structural accommodations to include persons with programmatic and communications access needs (e.g., sign language interpreters. Computer Assisted Realtime Translation (CART) and other modifications of policies and practices to fully include volunteers with disabilities)
- Evaluating volunteers

B. Training

Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community based workshops, seminars, demonstrations, or conferences. Examples include; CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and disability-inclusive community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer Course, and the CERT Program Manager Course. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training.

Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity CERT members might be tasked to perform in support of emergency services responders; or
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or
- Enhances understanding of a particular local hazard CERT members might encounter in their response activities

There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, Teen CERT Train-the-Trainer, or CERT Program Manager courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and access and functional needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). Jurisdictions are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors** Cost associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

FDEM State Training Office conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-recipient must provide the Division with a certificate of course completion; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to attend the course.

- In order to receive payment for successfully conducting an authorized course, the Sub-recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to conduct the course."
- For courses that are non-DHS approved training, sub-recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, sub-recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the sub-recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

C. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 44 Code of Federal Regulation, Section 13.36;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the sub-sub-recipient shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the sub-sub-recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the sub-sub-recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

D. Piggy-backing

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

E. Exercises

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises. Grantees are encouraged to develop exercises that test their SOPs/SOGs in accordance with the FY 2015 Priority requirements.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support direct exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise activities.
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** - Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs are limited to items consumed in direct support of exercise activities such as rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations.

Unauthorized exercise-related costs include:

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

Exercise Requirements

Exercises conducted with grant funds should evaluate performance of capability targets, established through the development of a jurisdiction's THIRA for the core capabilities needed to address their greatest risk. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

All exercises using grant funds must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtm>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

- Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at <https://www.llis.dhs.gov/hseep>.
- Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations.
- Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies. The scenarios used in EMPG funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Sub-recipient must provide the Division with an EXPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to conduct the exercise.

The Sub-recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.

- If you require food/water for this event, request must come to the Division within 25 days of event in the following format:

Exercise Title:

Location:

Exercise Date:

Exercise Schedule:

Estimated Number of Participants that will be fed:

Estimated Cost for food/water:

Description of the Exercise:

- The scenarios used in grant funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in grant funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple disciplines and/or jurisdictions and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year Training and Exercise Plan.

Federally funded projects must be competitively solicited offering open competition. No piggy-backing off existing agreements is allowed. Each award under this grant is a 'new' project and must be competitively bid. FDEM will require suspension and debarment forms for each vendor, copies of solicitation documents and responses, and justification of vendor selection at its discretion. FDEM must pre-approve all scopes of work for projects funded under this agreement.

F. Equipment

States and Urban Areas are encouraged to fully leverage all EMPG resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed on the web-based version of the Authorized Equipment List is available at <http://www.fema.gov/preparedness-non-disaster-grants> or <http://www.fema.gov/grants>.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT, or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

1. Program Requirements

The following are required items to be provided to participate under the CERT Sub-grant: (NOTE: Special exemption can be granted by the State Citizen Corps/CERT office.)

A. PPE Equipment that shall include:

- Hard hat
- Protective Eyewear
- Dust Mask
- ID Tag
- HEPA Mask
- Tape
- Light Stick
- Latex, or Nitrate Gloves
- Marking Caulk, or Crayon
- Signal Whistle
- Flashlight (simple)
- Bag/Backpack
- Reflective Vest
- Cardboard, or simple splint
- Work Gloves
- Disaster medical care items for at least 3 victims such as gauze, triangles, etc.

B. Participant manuals.

C. Standard Operating Procedures (SOPs)/Standard Operating Guidelines (SOGs).

D. Certificates.

E. CERT trainings and events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the State Citizen Corps/CERT office.

The following are required items for the CERT Basic Training Course to be taught under this sub-grant:

1. Use of the full FEMA/EMI/FDEM CERT Basic Training Course G317, (Including the terrorism module and showing the Sheltering-In-Place Video (DVD);
2. Use of a G428 CERT Train-the-Trainer (TTT) qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager, course manager, or lead instructor;
3. Use of a G427 qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager; and
4. Use of an adequate training facility.

It is the responsibility of the applicant to arrange and compensate course managers for CERT trainings and course manuals.

Tracking and reporting the number of trained CERT volunteers is not only a State of Florida priority, but also a DHS/ODP priority. It is required to have a database to track the number of trained volunteers, as well as someone, to monitor/enter data to such a database.

Required Quarterly Reports will be due as indicated in the signed agreement, or separate schedule. The Quarterly Report should include more extended training data, explanation on the expenditure of funds during the quarter and any CERT activities that took place.

Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. A letter from your County Emergency Management or your sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.

F. Cost share guidance-types of match

- Cash (hard) match includes non-Federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.
- In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

G. Construction and Renovation

Construction and renovation projects for a State, local, territorial, or tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-recipients and sub-sub-recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the sub-recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. §§ 10.8, must also be identified to the FEMA Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to Grant Program Manager.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant sub-recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

H. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair, or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

I. Unallowable Costs

Unallowable costs include, but shall not be limited to:

- Expenditures for weapons systems and ammunition;
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities; or
- Activities unrelated to the completion and implementation of the EMPG Program.

In general, sub-recipients should consult with their Grant Manager, who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

J. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Sub-recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 30
July 1 through September 30	October 30

October 1 through December 31	January 30
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2. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. This is separate from the final claim which is due no later than forty-five (45) days after termination of the agreement or completion of project activity. The Sub-recipient should include the category's corresponding line item (or issue) number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form. For equipment items, the AEL must be listed on the "Detail of Claims" form.

3. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

K. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Dieldra Clark FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9821 dieldra.clark@em.myflorida.com	Owen Roach FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1599 owen.roach@em.myflorida.com

L. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

ATTACHMENT C

DELIVERABLES AND PERFORMANCE

Citizen Corp/CERT funding is intended only to be used for specific preparedness or volunteer training or by trained volunteers in carrying out response functions. Program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community. Activities funded under these projects must meet the allow ability requirements of Emergency Performance Grant Program (EMPG).

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity).

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the sub-recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://firstrespondertraining.gov>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-recipient can successfully complete an authorized course either by attending or conducting that course.

Exercise Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the sub-sub-recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.ilis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://www.fema.gov/preparedness-non-disaster-grants>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Minimum performance: Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.

ATTACHMENT D

PROGRAM STATUTES AND REGULATIONS

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

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

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

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

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months (90 days) of Funding Agreement
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

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

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Codes of conduct.

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

Business Hours

The Sub-recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: _____

Licensing and Permitting

All subcontractors or employees hired by the Sub-recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-recipient.

ATTACHMENT G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Sub-Recipient's Name

Name and Title

FDEM Contract Number

Street Address

Project Number

City, State, Zip

Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All sub-recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
2. Sub-recipient must ensure that project activities carried outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
3. Sub-recipient will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. Sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. Sub-recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.
6. Sub-recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
7. Sub-recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. Sub-recipient must cooperate with any compliance review or compliant investigation conducted by DHS.
9. Sub-recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.
10. If, during the past three years, the sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the sub-recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a sub-recipient of funds, the sub-recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

ATTACHMENT I

REIMBURSEMENT CHECKLIST

Use this checklist as a tool for completing reimbursement packages

PLANNING

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by sub-recipient or contractor/consultant of sub-recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)
- ☐ 5. Has proof of payment been included?
 - _____ Canceled check
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 7. Has proof of purchase methodology been included (Form 5 Procurement)?
 - _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 - _____ State Contract (page showing contract #, price list)
 - _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

TRAINING

- ☐ 1. Is this an approved course?
- ☐ 2. Is there a course or catalog number? If not, has FDEM approved training?
- ☐ 3. Have Sign-In Sheets, Rosters and Agenda been provided?

- ☐ 4. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
 _____ Have documentation from entity's financial system been provided as proof attendees were paid?
 _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 5. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 6. Has any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.
 _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included (Form 5 Procurement)?
 _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 _____ State Contract (page showing contract #, price list)
 _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EXERCISE

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
 _____ Situation Manual
 _____ Exercise Plan
- ☐ 2. If exercise has been conducted are the following included:
 _____ After-action report
 _____ Sign-in sheets
 _____ Agenda
 _____ Rosters
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
 _____ Have documentation from entity's financial system been provided to prove attendees were paid?
 _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included.
- _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included.
- _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included (Form 5 Procurement)?
- _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 _____ State Contract (page showing contract #, price list)
 _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EQUIPMENT

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included?
- _____ Canceled check
 _____ Electronic Funds Transfer (EFT) Confirmation
 _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 5. If EHP form needed, has a copy of the approval from DHS been included?
- ☐ 6. Has proof of purchase methodology been included (Form 5 Procurement)?
- _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 _____ State Contract (page showing contract #, price list)
 _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

TRAVEL/CONFERENCES

- ☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
- _____ Airplane receipts
 - _____ Proof of mileage (Google or Yahoo map printout or mileage log)
 - _____ Toll and/or Parking receipts
 - _____ Hotel receipts (is there a zero balance?)
 - _____ Car rental receipts
 - _____ Registration fee receipts
 - _____ Note: Make sure that meals paid for by conference are not included in per diem amount
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included?
- _____ Canceled check
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement & payment to credit card company for that statement
 - _____ Copy of paycheck if reimbursed through payroll

MATCHING FUNDS

- ☐ 1. Contributions are from Non Federal funding sources identified?
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

SALARY POSITIONS

1. Has a signed timesheet by employee and supervisor included?
2. Has proof for time worked by the employee been included? Is time period summary included?
- _____ Statement of Earnings
 - _____ Copy of Payroll Check
 - _____ Payroll Register
 - _____ Time and Effort Log (Form 6)
- _____ For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

ORGANIZATION

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into sub-sub-recipients records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 7. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 8. Do all of your vendors have a current W-9 (Tax Payer Identification) on file?

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

ATTACHMENT J

MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a sub-recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

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

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a three (3) year period following closure.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;

Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

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

Desk monitoring is an on-going process. Sub-recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a sub-recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant sub-recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✦ Equipment selection or available vendors
- ✦ Eligibility of items or services
- ✦ Coordination and partnership with other agencies within or outside the region or discipline
- ✦ Record Keeping

↓Reporting Requirements

↓Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the sub-recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the sub-recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per sub-recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

ATTACHMENT K

EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - Equipment buildings (such as those accompanying communication towers)
 - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

EHP DETERMINATION PROCESS

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the sub-recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

APPROVAL PROCESS TO FEMA

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements, page 2.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided)
- V. Take photographs of the location(s) of proposed project (Guidance provided)
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov.
- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies sub-recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.

ATTACHMENT L

MANDATORY CONTRACT PROVISIONS

Provisions as described in Appendix II to Part 200:

Pt. 200, App. II

2 CFR Ch. II (1-1-14 Edition)

early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

5. Reporting—Required. This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require.

G. FEDERAL AWARDING AGENCY CONTACTS—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

- i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and or email, as well as regular mail).
- ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.
- iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

- i. Indicate whether this is a new program or a one-time initiative.
- ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.
- iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.
- iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.
- v. Include certain routine notices to applicants (e.g., that the Federal government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal government to the expenditure of funds).

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1009, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3 must include the equal opportunity clause provided under 41 CFR 60.1.4(b), in accordance with Executive Order 11236, "Equal Employment Opportunity" (36 FR 12310, 12835, 3 CFR Part. 1064 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3149) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3709). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1005 Comp., p. 189) and 12689 (3 CFR Part 1005 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1362. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL.

This appendix provides criteria for identifying and computing indirect (or indirect (F&A) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution.

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section.

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized services facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



Interoffice Memo

I. CONSENT AGENDA
HEALTH SERVICES DEPARTMENT
1

AGENDA ITEM

January 21, 2016

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

FROM: Christopher Hunter, M.D., Ph.D., Director
Health Services Department
Contact: (407) 836-7611

A handwritten signature in black ink, appearing to be "CH", located to the right of the "FROM" field.

SUBJECT: Certificate of Public Convenience and Necessity
Renewal for Florida Hospital Emergency Medical Services
Consent Agenda – February 9, 2016

The EMS Office of the Medical Director requests the approval of the renewal Certificate of Public Convenience and Necessity for Florida Hospital Emergency Medical Services to provide Advanced Life Support Transport and Basic Life Support Transport Services. Florida Hospital Emergency Medical Services has submitted the attached application requesting the renewal of their Certificate of Public Convenience and Necessity. The current Certificate has been in effect as an Advanced Life Support Transport and Basic Life Support Transport Service since 1995.

The EMS Office of the Medical Director has determined that all requirements have been met by Florida Hospital Emergency Medical Services as contained in Orange County Ordinance 2001-9.

ACTION REQUESTED: Approval of the renewal Certificate of Public Convenience and Necessity for Florida Hospital Emergency Medical Services to provide Advanced Life Support Transport and Basic Life Support Transport Services. The term of this certificate is from March 1, 2016 through March 1, 2018. There is no cost to the County. **(EMS Office of the Medical Director)**

CH/cf

Attachments

Cc: George Ralls, M.D., Deputy County Administrator



ORANGE COUNTY, FLORIDA
EMS OFFICE OF THE MEDICAL DIRECTOR
RENEWAL APPLICATION
FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

☒ ALS TRANSPORT
☒ BLS TRANSPORT
☐ ALS AIR TRANSPORT

☐ ALS NON-TRANSPORT
☐ BLS NON-TRANSPORT
☐ INTERFACILITY TRANSPORT

APPLICATION DATE December 22, 2015

1. NAME OF SERVICE Florida Hospital Emergency Medical Services
2. BUSINESS ADDRESS (STREET) 601 E Rollins Street CITY Orlando
COUNTY Orange STATE Florida ZIP CODE 32803
3. PHONE NUMBER 407-303-5645 FAX 407-303-1975 24 Hour Number 407-303-9332
Internet E-Mail address Margot.Ververis@flhosp.org
Manager's Name Margot Ververis Title Senior Manager

NOTE: (IF THERE ARE ANY CHANGES TO BE MADE TO YOUR PREVIOUS APPLICATION, PLEASE LIST BY NUMBER IN THE SPACE PROVIDED BELOW. (Use separate sheet if necessary). COMPLETE PERSONNEL AND VEHICLE ROSTER ATTACHMENTS, IF THERE ARE ANY CHANGES).

ATTACHED

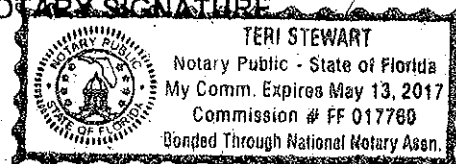
TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT AND THERE ARE NO OTHER CHANGES TO BE MADE TO THE ORIGINAL APPLICATION.

Margot Ververis
SIGNATURE

1/12/2016
DATE:

NOTARY SEAL

Teri Stewart
NOTARY SIGNATURE



333

**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
EMS OFFICE OF THE MEDICAL DIRECTOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, the Florida Hospital Emergency Medical Services has requested authorization to provide
Advanced Life Support and Basic Life Support services to the citizens of Orange County and
(Advanced Life or Basic Life Support)

WHEREAS, there has been a demonstrated need to provide these essential services to the citizens of Orange County; and,

WHEREAS, the above named service affirms that it will maintain compliance with requirements of the State and
County Laws, Ordinances and Rules and Regulations.

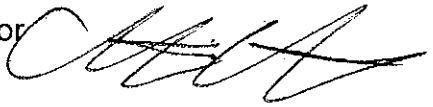
THEREFORE, the Board of County Commissioners of Orange County hereby issues a Certificate of Public
Convenience and Neccessity to this ALS and BLS Transport service.
(BLS, ALS-transport; or ALS non-transport)


Date Issued: March 1, 2016 Date of Expiration: March 1, 2018

Limitations: None

January 21, 2016

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

THRU: Christopher Hunter, M.D., Ph.D., Director
Health Services Department 

FROM: John Goodrich, Assistant to the Director
Health Services Department 

SUBJECT: Ryan White Part A Fiscal Year 2016-2017 Award Acceptance
Consent Agenda – February 9, 2016

The Ryan White Part A Program is a federally-funded program of health and support services for persons with human immunodeficiency virus (HIV) spectrum disease. The program provides funding for core and support services to consumers affected by HIV. Core services consist of medical and dental care, nutritional supplements and therapy, insurance co-pay and premium payments, medical case management, pharmaceutical drug reimbursement, mental health counseling and substance abuse treatment. Food, transportation and psychosocial support services complement the program as support components. Services are provided by community agencies under contract with the County.

In addition to direct services for consumers, the grant also provides funding for administration, quality management and support of the HIV Health Services Planning Council. County employees funded by the grant fill the roles for administration, quality management and Planning Council support. The Planning Council is an appointed group of providers, lay persons and consumers that offer guidance for administration of the program.

The upcoming Federal Ryan White Part A Fiscal Year is March 1, 2016 through February 28, 2017. Notification of the actual amount of the grant award for that time period is expected to be received from the Federal Health Resources and Services Administration (HRSA) in early March 2016. The award is expected to be approximately \$9,824,812 which is nearly \$467,847 more than the award for the 2015-2016 grant. In order to execute contracts beginning March 1, 2016, and continue services from the current year, Board approval to accept the award is needed prior to the time that the actual amount of the award is known. Board approval is also requested to increase the Health Services Department Manning

Table by two positions. These two positions will be used at the Medical Clinic pharmacy to dispense drugs to Ryan White consumers and will be funded by the grant.

Board approval is requested to accept the Ryan White Part A 2016 grant in the amount awarded by HRSA, and to authorize the County Mayor or her designee latitude to approve any increase or decrease from the anticipated amount.

The Health Services Planning Council must allocate awarded funds in accordance with HRSA guidelines to the approved services planned. In order to expedite the use of any additional funding, approval is requested to authorize the County Mayor or her designee to approve acceptance of any additional funding received under this grant during the period March 1, 2016 through February 28, 2017.

ACTION REQUESTED: Approval to accept the Federal Health Resources and Services Administration Grant Award for Ryan White Part A funding in the amount of \$9,824,812 for the period of March 1, 2016 through February 28, 2017; approval to increase the Health Services Department Manning Table by two positions; approval for the County Mayor or her designee to approve any increases or decreases in the award amount, and approval for the County Mayor or her designee to approve any increases in Federal Ryan White Part A funding during the period March 1, 2016, through February 28, 2017. **(Health Services Department)**

CH:JG:sb

Cc: George Ralls, M.D., Deputy County Administrator



Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
1

January 12, 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 Chickasaw Commercial Subdivision**

The Public Works Department requests authorization to record the plat of Chickasaw Commercial Subdivision. This is a three lot plat located at the Southwest corner of the Curry Ford Road and South Chickasaw Trail intersection.

This plat is being recorded in order to comply with the requirements of the Chick-A-Ford Neighborhood Center Planned Development/Family Dollar Development Plan as approved by the Orange County Development Review Committee on January 22, 2014.

This plat is being placed on the Consent Agenda in order to comply with the requirements of Chapter 34, Article III, Section 34-48(b) of the Orange County Code.

Action Requested: Authorization to record the plat of Chickasaw Commercial Subdivision. District 3.

MVM/DMA/mk



Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
2

January 10, 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 Pontiac Court and on Dolores Drive

A concerned citizen has requested that a "No Parking" zone be established in front of the odd number addresses on Pontiac Court and on Dolores Drive from Balboa Drive to Pine Hills Road.

A survey of the property owners determined that 83% of the returned ballots support the installation of a "No Parking" zone in front of the odd number addresses on these roads.

Staff recommends that the Board approve the establishment of a "No Parking" zone in front of the odd number addresses on Pontiac Court and on Dolores Drive from Balboa Drive to Pine Hills Road.

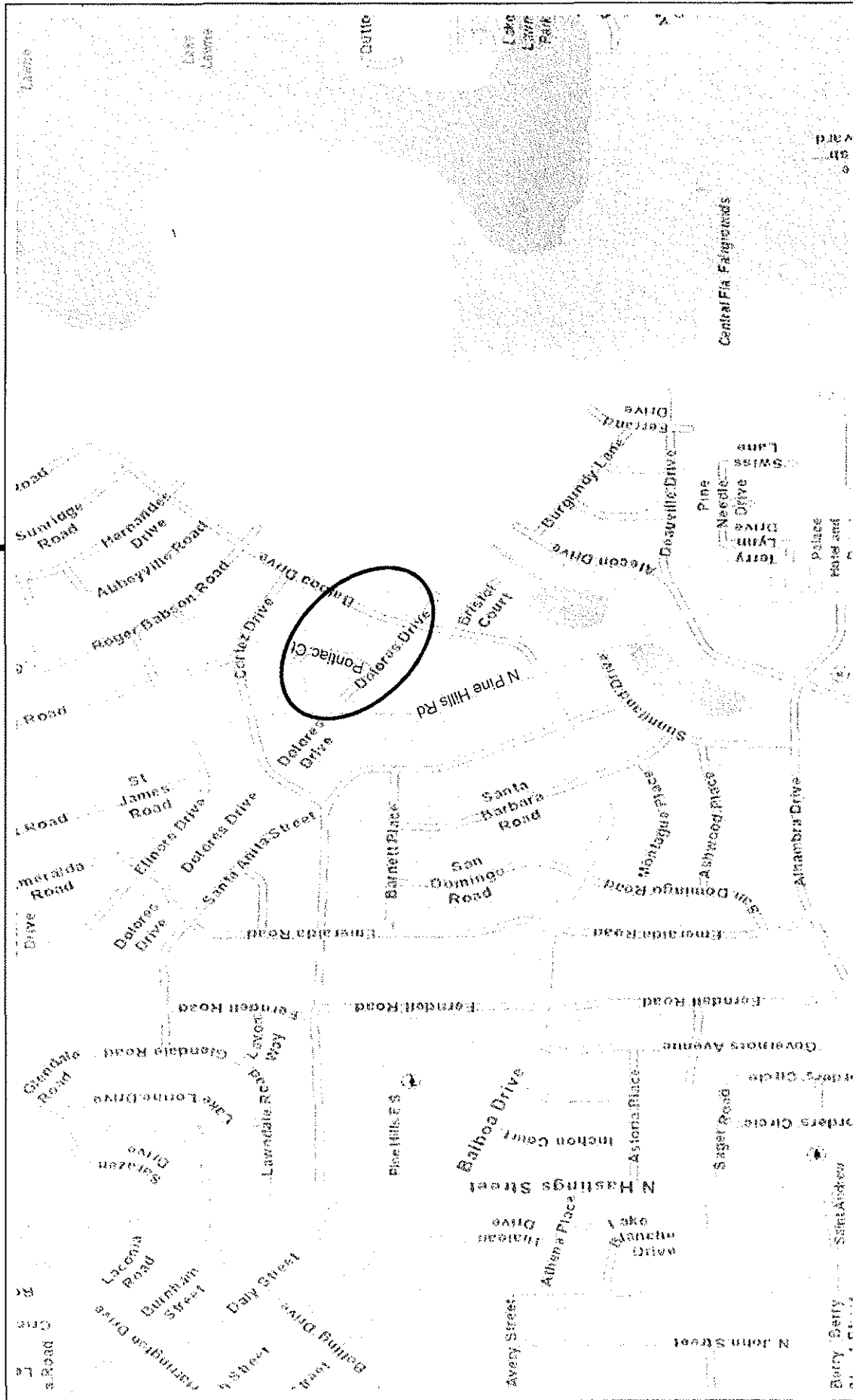
Action Requested: Approval to install a "No Parking" zone in front of the odd number addresses on Pontiac Court and on Dolores Drive from Balboa Drive to Pine Hills Road. District 6.

MVM/RDR/CSY/ns

Attachments



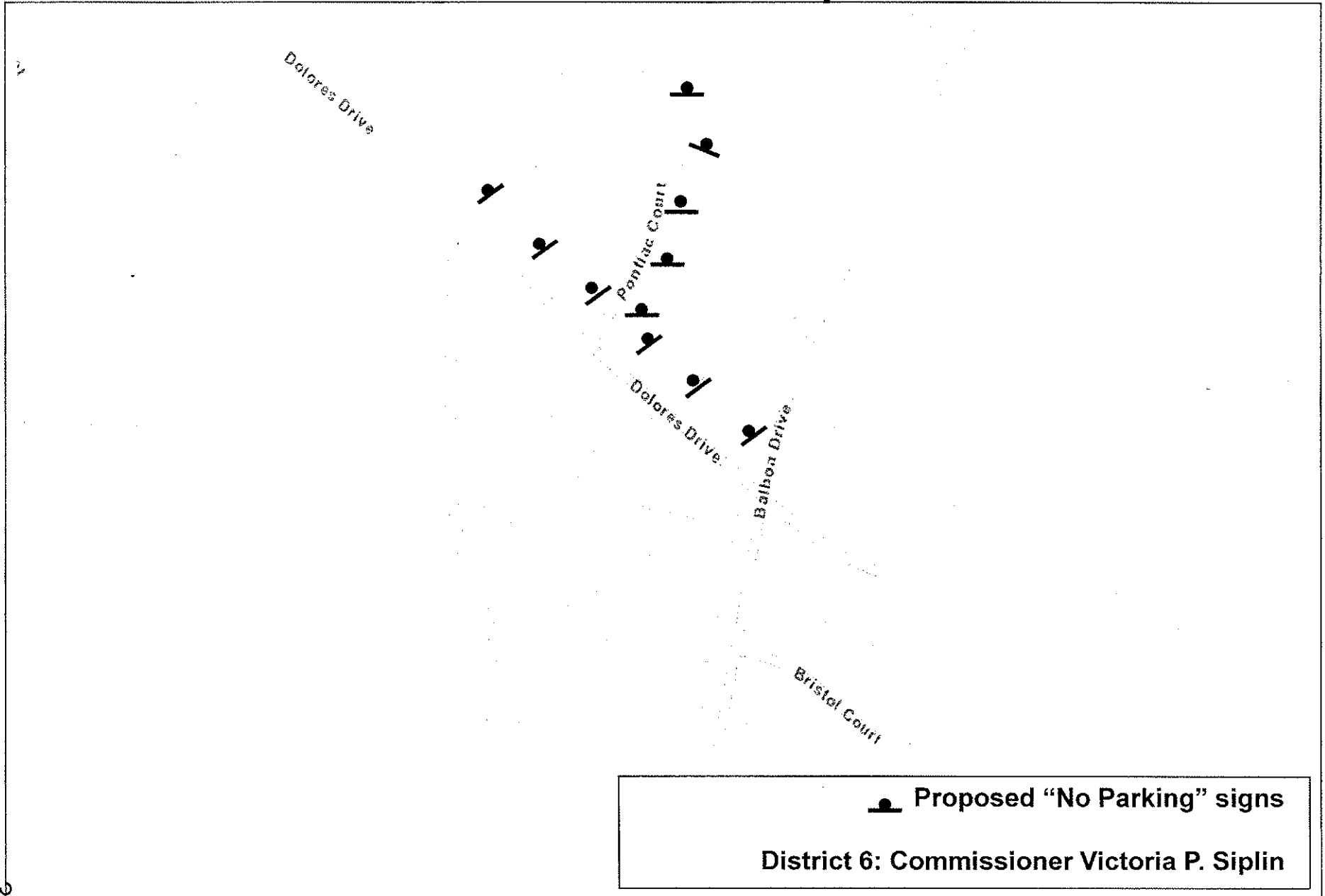
District Map



District 6: Commissioner Victoria P. Siplin

Pontiac Court and Dolores Drive Consent Agenda

Location Map





Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
3

January 10, 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 the East Side of CR 535 from
100 Feet North of Chase Road and Extending North 620 Feet

A concerned citizen has requested that a "No Parking" zone be established on the east side of CR 535 north of Chase Road.

The parking of several commercial trucks on the east side of CR 535 is blocking the view of motorists exiting from Glenmuir Boulevard. The Traffic Engineering Division has determined that the parking of trucks on CR 535 is causing a traffic hazard to homeowners.

Staff recommends that the Board approve the establishment of a "No Parking" zone on the east side of CR 535 from 100 feet north of Chase Road and extending north 620 feet.

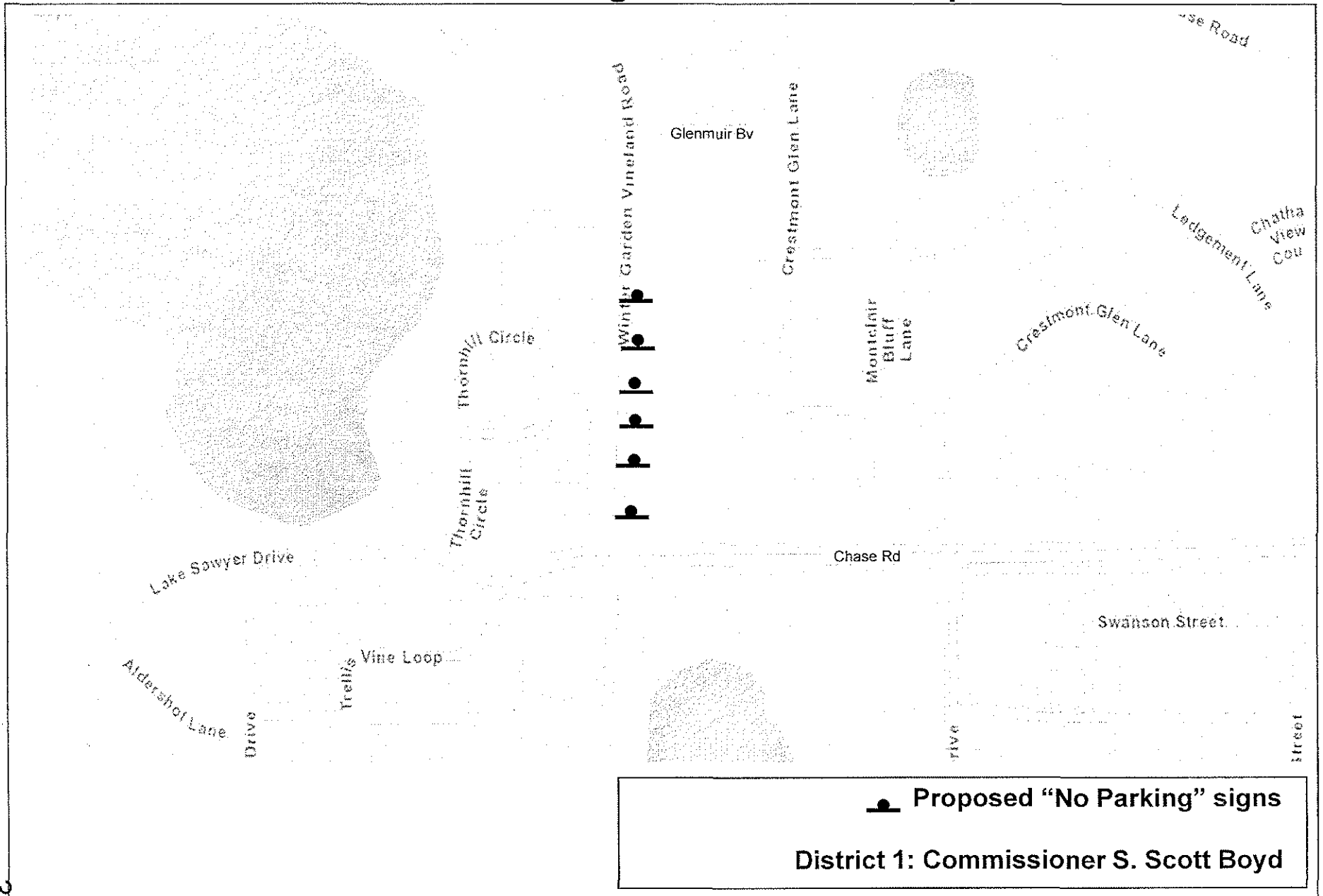
Action Requested: Approval to install a "No Parking" zone on the east side of CR 535 from 100 feet north of Chase Rd and extending north 620 feet. District 1.

MVM/RDR/CSY/ns

Attachments

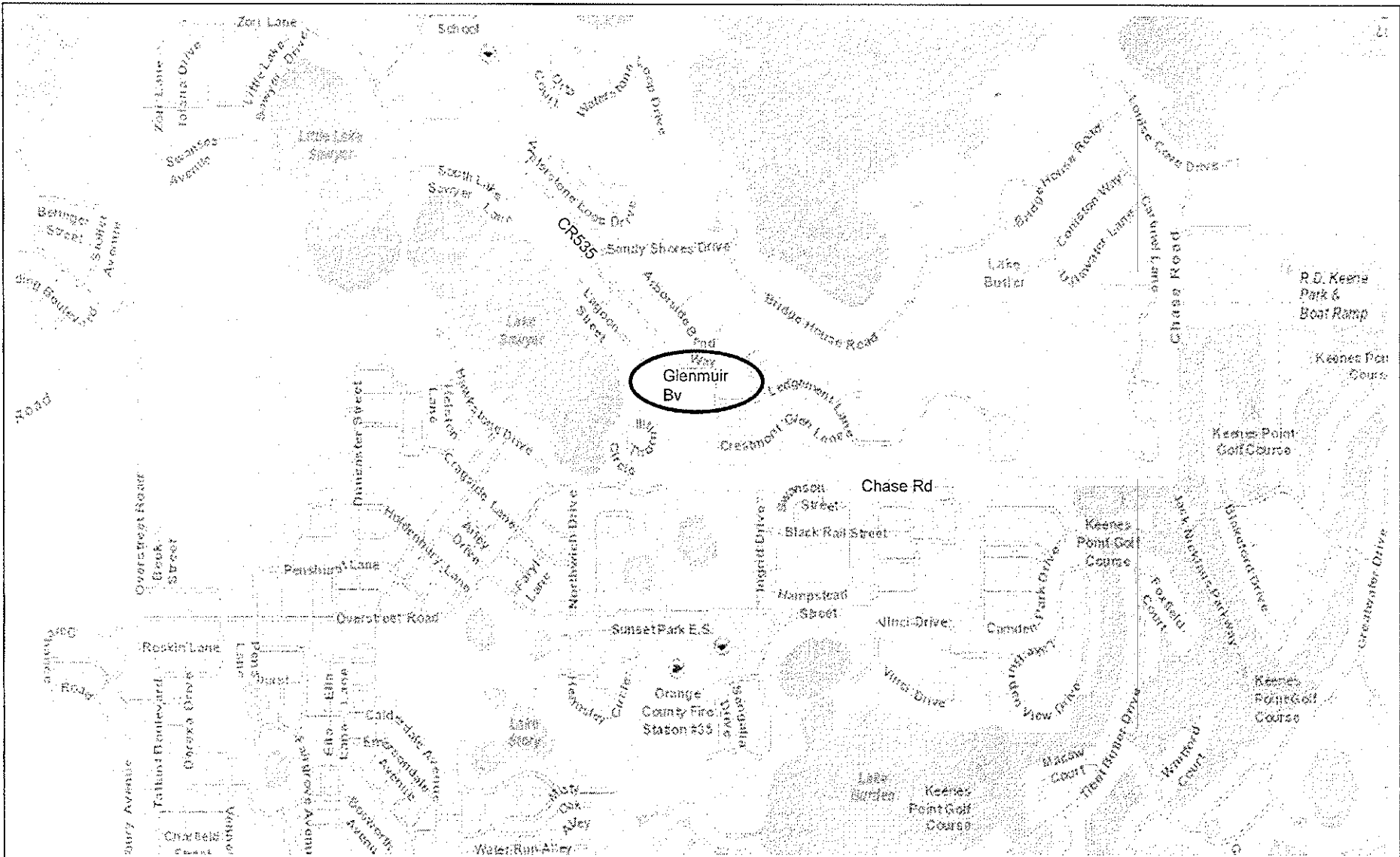
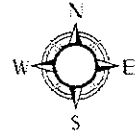


CR535/Winter Garden Vineland Road Consent Agenda Location Map





CR535/Winter Garden Vineland Road Consent Agenda District Map



District 1: Commissioner S. Scott Boyd



Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT

4

January 4, 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: Resolution and Joint Participation Agreement Supplemental
Amendment Number 1 with the State of Florida Department of
Transportation – Equipment Purchase for Advanced Traffic
Management System (ATMS) Phase 3 – FM#435529-1-54-01

The Public Works Traffic Engineering Division and the County Attorney's Office have completed the review of the attached Amendment 1 to the May 13, 2014 Joint Participation Agreement (JPA) with Florida Department of Transportation (FDOT) for the purchase of Advanced Traffic Management System. Phase 3 equipment.

This amendment provides additional funds in Fiscal Year 2015 / 2016 in the amount of \$157,200 for additional equipment purchase. The amendment increases the project funding by \$157,200 to a total of \$3,457,200.

Action Requested: Approval and Execution of Resolution of the Orange County Board of County Commissioners regarding the Joint Participation Agreement Supplemental Amendment Number 1 with the State of Florida Department of Transportation Concerning the Purchase of an Advanced Traffic Management System (Financial Management Number 435529-1-54-01) and the State of Florida Department of Transportation Joint Participation Agreement Supplemental Amendment Number 1. All Districts.

MVM/RDR/HE/ns

Attachments

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding the

**JOINT PARTICIPATION AGREEMENT SUPPLEMENTAL
AMENDMENT NUMBER 1 WITH THE STATE OF
FLORIDA DEPARTMENT OF TRANSPORTATION
CONCERNING THE PURCHASE OF AN ADVANCED
TRAFFIC MANAGEMENT SYSTEM (FINANCIAL
MANAGEMENT NUMBER 435529-1-54-01)**

Resolution No. 2016-_____

WHEREAS, today, the Board of County Commissioners is approving a Joint Participation Agreement Supplemental Amendment Number 1 ("Amendment") with the State of Florida Department of Transportation concerning a project relating to the purchase of a County-Wide Advanced Traffic Management System (ATMS) Phase 3, initially executed and effective in Fiscal Year 2013/2014, Financial Management Number 435529-1-54-01 (JPA); and

WHEREAS, a requirement of the Amendment is that Orange County adopt a Resolution authorizing its officials to enter into and execute the Amendment on its behalf.

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

Section 1. The foregoing premises are incorporated herein and are found to be fair and accurate statements.

Section 2. Orange County shall enter into the Amendment with the Department and the Mayor is hereby authorized to execute such Amendment on behalf of Orange County.

Section 3. A copy of this Resolution shall be attached to such aforementioned Amendment.

Section 4. This Resolution shall take effect on the date of its adoption.

ADOPTED this ____ day of _____, 2016.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs, County Mayor

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

By: _____
Deputy Clerk

Print Name: _____

S:\RA\fonso\Public Works\Resolution for Amendment to JPA with FDOT - Purchase of ATMS Ph 3 Project - 12-23-15.doc

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1

EXECUTION DATE: _____

FM #435529-1-54-01 Agency: Orange County DUNS No.: 06-479-7251 Contract No: ARF34	Fund: ACSU/SU Activity: 215 Federal No.: 4043 139 C CFDA No.: 20.205 DUNS No.: 80-939-7102 Contract Amount: \$3,457,200.00	FLAIR Approp: 088716 FLAIR Obj.: 780000 Org. Code: 55054010508 Vendor No.: F596000773-011
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The terms of the original Joint Participation Agreement between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION and ORANGE COUNTY for the Project described as the "Equipment Purchase for a County-Wide Advanced Traffic Management System (ATMS) Phase 3" executed on June 2, 2014, are hereby amended as follows:

The Department has authorized additional funds in Fiscal Year 2015/2016 in the amount of \$157,200.00 (One Hundred Fifty Seven Thousand Two Hundred Dollars and No/100) for additional equipment purchase. This executed Amendment will serve as notice that the Total Lump Sum Amount for this Agreement is now increased to \$3,300,000.00 (Three Million Three Hundred Thousand Dollars and N/100) for Fiscal Year 2013/2014 and \$157,200.00 (One Hundred Fifty Seven Thousand Two Hundred Dollars and No/100) for Fiscal Year 2015/2016 for a total of \$3,457,200.00 (Three Million Four Hundred Fifty Seven Thousand Two Hundred Dollars and No/100).

The LOCAL GOVERNMENT understands that the LOCAL OVERNMENT may not utilize the additional funding until the funds have been authorized and this Amendment has been executed by both parties hereto. **Any purchases made prior to the funds being authorized and this Amendment being executed, are not subject to reimbursement.**

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

Attachments: Exhibit "B," Revised Estimated Project Budget
 Exhibit "C," Revised CFDA Compliance Requirements
 Exhibit "D," Resolution for Amendment only

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 20____, and the DEPARTMENT has executed this Agreement this _____ day of _____, 20_____.

ORANGE COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Teresa Jacobs
Orange County Mayor

By: _____
Alan E. Hyman, P.E.
Director of Transportation Operations

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

Attest:

By: _____
Deputy Clerk

Executive Secretary

Print: _____

Legal Review:

FDOT Attorney

Authorization Received From
The Comptroller's Office As
To Availability of Funds:

EXHIBIT "B"
REVISED ESTIMATED PROJECT BUDGET

Financial Management Number: 435529-1-54-01

See next page

Orange County ATMS Phase 3 Cost Estimate - Revised

#	Description	Quantity	Unit Price	Total Price
1	InSync Fusion - NEMA Adaptive Signal Control System	41	\$ 31,150	\$ 1,277,150
2	Spare InSync System (recommended 1 per 10 intersections)	4	\$ 12,500	\$ 50,000
3	InSync Pedestrian Module	41	\$ 5,000	\$ 205,000
4	10" LCD monitor, integrated USB mouse/keyboard	41	\$ 700	\$ 28,700
5	Ethernet repeaters	0	\$ 500	\$ -
6	VPN Router	0	\$ 500	\$ -
7	InSync Comprehensive Coverage for 3 additional years (a total of 5 years) @ \$750/year	41	\$ 2,250	\$ 92,250
8	ITS Managed Field Ethernet Switch	41	\$ 1,100	\$ 45,100
9	Camera Mounting Arm	41	\$ 900	\$ 36,900
10	Camera Mounting Bracket	164	\$ 200	\$ 32,800
11	Cat 5e Cable (1000 LF)	41	\$ 800	\$ 32,800
12	Bluetooth Travel Time Readers	34	\$ 3,200	\$ 108,800
13	Bluetooth Antenna	34	\$ 300	\$ 10,200
14	TS2 Size 6 Cabinet with UPS Assembly	41	\$ 18,500	\$ 758,500
15	TS2-2 Signal Controller	100	\$ 2,500	\$ 250,000
16	Wireless Transceiver	20	\$ 1,100	\$ 22,000
17	Ethernet Switch	120	\$ 1,100	\$ 132,000
18	Video Wall Replacement	1	\$ 375,000	\$ 375,000
TOTAL				\$ 3,457,200

EXHIBIT "C"

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$3,457,200.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Federal funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

EXHIBIT "D"

RESOLUTION

Financial Management Number: 435529-1-54-01



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, February 9, 2016

COUNTY COMPTROLLER

Informational only – No Board action required

Receipt of the following items to file for the record:

- a. Minutes of the July 29, and May 27, 2015, Stoneybrook West Community Development District meetings.
- b. Public Risk Management of Florida (PRM) Intergovernmental Cooperative Agreement - A Contract and By-Laws as Amended and Restated through December 12, 2012; and Affidavit Regarding Authenticity.
- c. The Board of Supervisors of Valencia Water Control District (formerly Valencia Drainage District) will hold its 2016 regular monthly meetings the second Tuesday of each month. These meetings are held at 1:00 p.m. in the Lake Ridge Village Clubhouse, located at 10630 Larissa Street, Orlando, Florida 32821, in the Williamsburg area.
- d. City of Orlando Voluntary Annexation Request: 1931 S. Fern Creek Ave. - ANX2015-00024. Notice of Proposed Enactment. On February 8, 2016, the Orlando City Council will consider proposed Ordinance #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 the 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. 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.
- e. Minutes of the September 28, 2015, East Park Community Development District.
- f. City of Winter Garden Notice of Annexation Ordinances and Legal Descriptions with Maps as follows:

- Ordinance 15-31, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.22 ± acres located at 360 West Story Road on the southwest corner of West Story Road and Burch Avenue 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.
- Ordinance 16-01, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.209 ± acres located at 830 Burch Avenue on the northwest corner of Burch Avenue and Jackson Street 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.
- Ordinance 16-05, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.45 ± acres located at 882 Magnolia Street on the southeast corner of Magnolia Street and 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.
- Ordinance 16-08, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.34 ± acres located at 883 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east 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.
- Ordinance 16-11, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.17 ± acres located at 873 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east 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.
- Ordinance 16-14, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.18 ± acres located at 1211 Beulah Road on the east side of Beulah Road, south of Magnolia Street and north of Palm Avenue 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.

Items filed for the record can be accessed at www.occompt.com. Then navigate to Clerk of the BCC.




Interoffice Memorandum

III. DISCUSSION AGENDA
OFFICE OF REGIONAL MOBILITY
1

AGENDA ITEM

January 15, 2016

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

FROM:  James E. Harrison, Esq., P.E.
Assistant County Administrator
Office of Regional Mobility

PHONE: 407-836-5610

SUBJECT: February 9, 2016— Discussion Item
MetroPlan Orlando Board Meeting Briefing


The next scheduled meeting of the MetroPlan Orlando Board is February 10, 2016. Staff will provide an overview of the agenda for this meeting and seek discussion of any issues that may affect Orange County. This item is for informational purposes only. No action is requested of the Board.

JEH/lab

Discussion Agenda Item

MEMORANDUM

TO: Mayor Teresa Jacobs
and
County Commissioners

FROM: George Ralls, M.D., Deputy County Administrator 

DATE: February 4, 2016

RE: Discussion Agenda Item for Board Meeting on February 9, 2016 -
Resolution regarding the current litigation with the Department of
Juvenile Justice and proposed legislation amending the shared county
and state responsibility for juvenile detention

I. BACKGROUND:

Section 985.686, Florida Statutes addresses the shared county and state responsibility for juvenile detention. Pursuant to the statute, counties are responsible for paying for juvenile detention prior to a juvenile's final court disposition (sentencing). The Department of Juvenile Justice (DJJ) is responsible for the costs of detention after disposition. The statute however does not clearly define the term "disposition," leaving DJJ to interpret the statutory language in its administrative rules. DJJ's rules with regard to detention cost sharing have been the subject of past and present litigation. Currently, there are two bills (Senate Bill 1322 and House Bill 1279) pending before the Florida Legislature. Both bills, as currently drafted, amend Section 985.686, Florida Statutes and create a 50-50 split between the state and the counties for juvenile detention costs. Additionally, the need to determine which costs are predisposition verses post disposition is eliminated. DJJ's present methodology using predisposition and post disposition days resulted in Orange County paying approximately 63 percent of the cost of juvenile detention for Fiscal Year 2015-16. A 50-50 split would have reduced Orange County's obligation by approximately 1.2 million dollars for that time frame.

II. ACTION REQUESTED:

Approval of Resolution of the Orange County Board of County Commissioners regarding the dismissal of pending litigation with the Department of Juvenile Justice provided the 50-50 cost split is signed into law and funds are appropriated for the Department of Juvenile Justice's budget.

Attachment

c: Ajit Lalchandani, County Administrator
Jeffrey J. Newton, County Attorney

RESOLUTION
of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
**CURRENT LITIGATION WITH THE DEPARTMENT OF
JUVENILE JUSTICE AND PROPOSED LEGISLATION
AMENDING THE SHARED COUNTY AND STATE
RESPONSIBILITY FOR JUVENILE DETENTION**

Resolution No. 2016-_____

WHEREAS, Orange County is presently involved in litigation with the Florida Department of Juvenile Justice regarding detention cost sharing for juvenile detention; and

WHEREAS, two bills are presently pending in the Florida Legislature (Senate Bill 1322 and House Bill 1279) each of which as currently drafted would amend section 985.686, Florida Statutes and create a 50-50 split between the State and the Counties for juvenile detention costs; and

WHEREAS, 50 percent of the cost of juvenile detention in Orange County is a significantly lower percentage than the County is routinely responsible for under the current statutory language and corresponding interpretation of such language by the Department of Juvenile Justice; and

WHEREAS, Orange County is interested in resolving its detention cost issues with the Department of Juvenile Justice and moving forward from the history of conflict and litigation that has resulted from the current statutory language.

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

Section 1. Dismissal of pending litigation. The Board of County Commissioners of Orange County ("the Board") hereby determines that it is in the best interest of Orange County to dismiss pending litigation with the Department of Juvenile Justice regarding detention cost sharing if the 50-50 split is signed into law and funds for such are appropriated for the Department of Juvenile Justice's budget.

Section 2. Effective date. This Resolution shall take effect upon the date of its adoption.

ADOPTED THIS _____ DAY OF _____, 2016.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

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

By: _____
Deputy Clerk



AGENDA

February 9, 2016 Open Discussion
Board of County Commissioners Chambers
201 S. Rosalind Ave., Orlando, FL 32801

-
1. Commissioner Clarke, District 3, would like to discuss duck hunting.



**Orange County
Board of Zoning Adjustment
RECOMMENDATIONS
BOOKLET**

January 7, 2016

Prepared by:
Community, Environmental & Development Services Department,
Orange County Zoning Division



ORANGE COUNTY GOVERNMENT
BOARD of ZONING ADJUSTMENT
(BZA)

Carolyn C. Karraker <i>Vice-Chairman</i>	District #1
Gregory A. Jackson	District #2
Tony Rey	District #3
Deborah Moskowitz	District #4
Zachary Seybold <i>Chairman</i>	District #5
Eugene Roberson	District #6
Chuck Norman	At Large

ORANGE COUNTY ZONING DISTRICTS

Agricultural Districts

A-1.....	Citrus Rural
A-2.....	Farmland Rural
A-R.....	Agricultural-Residential District

Residential Districts

R-CE.....	Country Estate District
R-CE-2.....	Rural Residential 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 <i>X</i> is the base zoning district)
R-T.....	Mobile Home Park District
R-T-I.....	Mobile Home Subdivision District
R-T-2.....	Combination Mobile Home and Single-Family Dwelling District
R-L-D.....	Residential -Low-Density District
N-R.....	Neighborhood Residential

Non- Residential Districts

P-O.....	Professional Office District
C-1.....	Retail Commercial District
C-2.....	General Commercial District
C-3.....	Wholesale Commercial District
I-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
January 7, 2016**

<u>PUBLIC HEARING#</u>	<u>APPLICANT</u>	<u>DISTRICT#</u>	<u>BZA Recommendations</u>	<u>PAGE#</u>
VA-16-01-128	Robert Thomas	6	Approved w/Conditions	1
SE-16-01-129	Pei Zheng Wu	5	Approved w/Conditions	8
VA-16-01-130	Margarita Fleites	5	Approved w/Conditions	18
VA-16-01-131	Anthony Ewen	4	Continued	25
VA-16-01-134	Gladys Lujan-Bregenzer	5	Approved w/Conditions	33
VA-16-01-135	Gary Dootson	1	Approved w/Conditions	42
SE-16-01-137	Roxanne Badr	1	Approved w/Conditions	51
SE-16-01-138	Threshold, Inc.	5	Approved w/Conditions	61
SE-16-01-139	Richard Schroeder	2	Approved w/Conditions	69
VA-16-01-140	Ivette Ensenat	6	Denied	80
SE-16-01-141	Orlando Springs Wellness and Recovery Center	2	Continued	88
VA-16-01-142	Kevin Behan	4	Approved w/Conditions	100
SE-16-01-143	Save A Life Pet Rescue, Inc.	5	Continued	107
VA-16-01-144	Barbara Joyner	3	Approved w/Conditions	117
VA-16-01-145	Sheila Cichra	1	Withdrawn	134
VA-16-01-132	Popeye's Restaurant	6	Approved w/Conditions	143

ROBERT THOMAS
VA-16-01-128

REQUEST: Variance in the R-2 zoning district to permit 1,657.6 cumulative sq. ft. of accessory structures in lieu of 500 sq. ft.
(Note: Existing on-site is a 868 sq. ft. carport and a 285.6 sq. ft. shed. The new structure will be 504 sq. ft. Total sq. footage = 1657.6).

ADDRESS: 700 Campanella Avenue, Orlando FL 32811

LOCATION: Southwest corner of Carter St. and Campanella Ave., approximately 700 ft. west of S. Ivy Lane

S-T-R: 32-22-29

TRACT SIZE: 100 ft. x 136 ft.

DISTRICT#: 6

LEGAL: WASHINGTON PARK SECTION ONE O/151 LOTS 20 & 21 BLK 13

PARCEL ID: 32-22-29-9004-13-200

NO. OF NOTICES: 91

DECISION:

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 (5 in favor, 1 opposed):

1. Development in accordance with site plan date-stamped "Received October 30, 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; and,
3. The property is restricted to a maximum of 1,153.6 sq. ft. of accessory buildings.

SYNOPSIS: The applicant is requesting a variance to construct an accessory building containing 504 sq. ft., for a cumulative total of 1,657.6 sq. ft. of accessory structures.

Staff gave a presentation. Staff advised they had concerns about adding square footage to result in 230% over the permitted 500 sq. ft.

The applicant's representative stated the owner wanted the additional accessory building to raise orchids. However, the owner stated the accessory building would be used as a carport with minimal orchid storage.

The BZA concluded it was a self created hardship, and expressed concern about the amount of increase proposed since the accessory building square footage was already in excess of what is permitted by code.

Staff received three (3) commentaries in favor of the application and none in opposition. There was no opposition at the hearing.

The BZA approved a variance for a maximum of 1,153.6 sq. ft. (the amount of the existing accessory building square footage, but not the additional 504 sq. ft.).



Applicant: Robert Thomas

BZA Number: VA-16-01-128

BZA Date: 01/07/2016

District: 6

Sec/Twn/Rge: 32-22-29-NW-B

Tract Size: 100 ft. x 136 ft.

Address: 700 Campanella AVE, Orlando FL 32811

Location: Southwest corner of Carter St. and Campanella Ave., approximately 700 ft. west of S. Ivy Lane

COVER LETTER

BOARD OF ZONING ADJUSTMENT
201 SOUTH ROSALIND AVENUE
ORLANDO, FLORIDA 32302

OCTOBER 26, 2015

Authorized Agent: Robert Thomas
2333 Bridgewood Trail
Orlando, Florida 32818
(407)545-0684

Property I.D. 32-22-29-9004-13-200

Dear Sir/ Madam,

This required Cover Letter is an attached document in the formal request to allow a +500 s.f. roofed Deck in the rear yard and contiguous to the existing shed.

The owner seeks relief to increase the allowable 500 s.f. and contiguous to the existing shed for shading. As per the attached contract drawings, Project 2015-12, dated 9/22/2015, the attached Site plan details the new 22' x24' addition as shown in the rear yard. The new addition shall be 12'-8" high encompassing a total of 508 s.f. to serve as a new Plant Storage, Roofed deck.

All the setbacks from the existing property lines are shown on the attached Site Plan. The structure shall be reinforced concrete block construction.

Letters of "No Objections" are processed to reach the surrounding neighbors before the Hearing Date, January 7, 2016.

Concise Design has prepared the Variance Package with all requirements met and documents signed And sealed.

The completed drawings show the elevations and related construction details to effect the construction. Meets and Bounds, Zoning notation, Property designation as recorded in Orange County Public Records Are all part and parcel of this Variance Request.

Respectfully,

 Concise Designs

RECEIVED
OCT 30 2015
Zoning Division



STAFF REPORT
CASE #VA-16-01-128
Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
01/07/2016
Commission District: 6

GENERAL INFORMATION:

APPLICANT: Robert Thomas

REQUEST: Variance in the R-2 zoning district to permit 1,657.6 cumulative sq. ft. of accessory structures in lieu of 500 sq. ft.

(Note: Existing on-site is an 868 sq. ft. carport and a 285.6 sq. ft. shed. The new structure will be 504 sq. ft. Total sq. footage = 1657.6).

LOCATION: Southwest corner of Carter St. and Campanella Ave., approximately 700 ft. west of S. Ivy Lane

PROPERTY ADDRESS: 700 Campanella Ave.

PARCEL ID: 32-22-29-9004-13-200

TRACT SIZE: 100 ft. x 136 ft.

DISTRICT #: 6

ZONING: R-2

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a variance to permit 1,657.6 cumulative sq. ft. of accessory structures in lieu of 500 sq. ft.
2. The lot currently has 1,153.6 sq. ft. of accessory structures (an existing 868 sq. ft. carport and a 285.6 sq. ft. shed).
3. The applicant wants to construct a new 504 sq. ft. structure for a cumulative total sq. footage of 1657.6.

4. The proposal would result in a 230% increase over the square footage permitted. Staff has concerns over the amount of increase, and how the neighborhood will react to the request.

STAFF RECOMMENDATION:

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date-stamped "Received October 30, 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; and,
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

cc: Robert Thomas

PEI ZHENG WU
SE-16-01-129

REQUEST: Special Exception in the A-2 zoning district to allow a mobile home as a detached Accessory Dwelling Unit (ADU) for the applicant's parents; and, a Variance to allow said ADU in front of the principal structure.
(Note: The ADU will be located a minimum of 100 ft. from Lake Pickett Rd).

ADDRESS: 14432 Lake Pickett Road, Orlando FL 32826

LOCATION: South side of Lake Pickett Rd., approximately 450 ft. east of N. Tanner Rd.

S-T-R: 13-22-31

TRACT SIZE: 5.32 acres

DISTRICT#: 5

LEGAL: THE E1/4 OF NE1/4 OF NW1/4 OF SEC LYING S OF RD (LESS W 85 FT OF N 256.24 FT THEREOF) & (LESS PT TAKEN ON N FOR R/W PER 6411/502 CIO-01-8152) & (LESS COMM AT THE N 1/4 CORN OF SEC 13-22-31 TH ALONG TH E LINE OF THE NW 1/4 S0-14-59W 442.88 FT TO A PT OF

PARCEL ID: 13-22-31-0000-00-031

NO. OF NOTICES: 117

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, **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) (6-0):

1. Development in accordance with site plan dated November 1, 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;

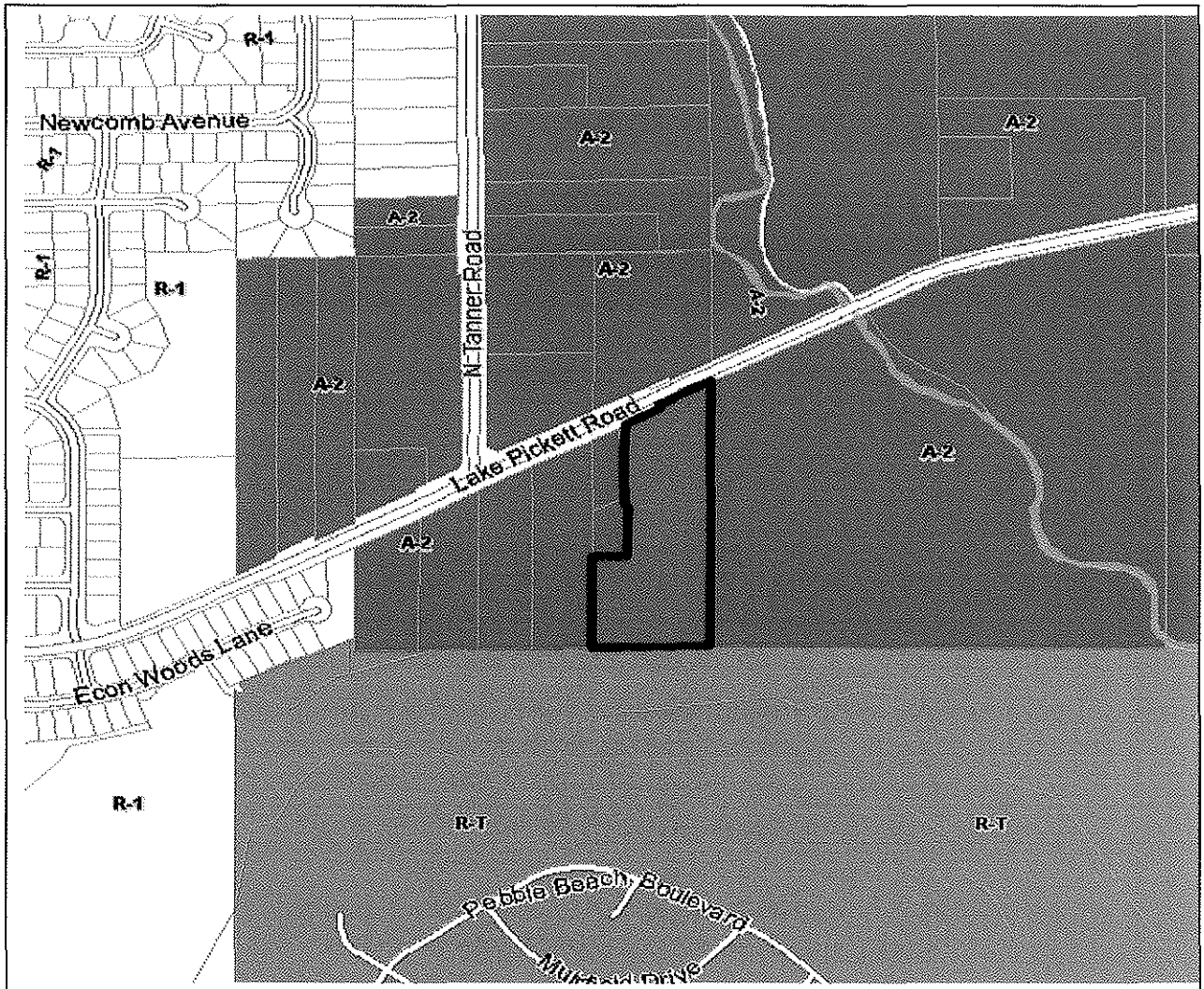
3. Construction plans shall be submitted within three (3) years or this approval becomes null and void;
4. The accessory dwelling unit shall be used by family members only and shall not be rented out;
5. Approval of this request does not constitute approval of the use of septic tanks and wells. The use of septic tanks and wells shall be in accordance with all applicable regulations; and,
6. The applicant shall be responsible for payment of all applicable fees and assessments including, but not limited to, impact fees.

SYNOPSIS: The applicant is requesting approval of a Special Exception in the A-2 zoning district to allow a mobile home as a detached Accessory Dwelling Unit (ADU) for the applicant's parents. To accommodate the ADU the applicant will need a variance to allow said ADU in front of the principal structure. Staff identified the location of the project and explained that over four (4) acres of the 5.3 acre parcel are wetlands, leaving just under 1.25 acres of land to place the existing mobile home and the ADU. Because the existing mobile home was sited so far back on the upland portion of the site, there is no room behind it located out of the wetland to place the ADU, thus, the need for the variance.

The applicant explained that the ADU was for his parents. He further noted that he accepted the condition proposed by staff.

Two residents spoke regarding the request. They were not opposed in concept, however, they wanted to know if the unit would ultimately become a rental, and whether there would be multiple septic systems, and what impact the use would have on their property values, and the environment. Staff noted that proposed condition #4, limited occupancy of the ADU to family, and prohibited the renting of the unit. Anyone wishing to change that condition would need to return to the BZA to have the condition removed. Regarding the environment, the owner would need permits from the State for connecting the new ADU to either the existing or a new septic tank. The State would ensure environmental concerns were addressed. Both residents indicated that they were satisfied and did not object.

The BZA noted that the proposed variance was more a matter of procedure, as no one would be able to tell the difference between the mobile home being used as the principal residence and the ADU.



Applicant: Pei Zheng Wu

BZA Number: SE-16-01-129

BZA Date: 01/07/2016

District: 5

Sec/Twn/Rge: 13-22-31-NW-B

Tract Size: 5.32 acres

Address: 14432 Lake Pickett RD, Orlando FL 32826

Location: South side of Lake Pickett Rd., approximately 450 ft. east of N. Tanner Rd.


October 30, 2015

Dear Mr./Mrs.

My name is Pei Zheng Wu, or you can call me Jim. I live on 14432 Lake Pickett Road Orlando, FL 32826. Right now I wanted to set up another mobile home on the side on my property, because my parents need to move here to live with me so I can take care of them. They currently live in San Francisco, and every time they come to visit or we go to visit, its extremely inconvenient. They very old now, my fathers 86, and my mothers 87, and they don't have many people to watch out and take care of them there in California. Also the weather there is too cold, and their bones hurt often. When they come to visit, they always talk about wanting to move here because of the beautiful weather. Most importantly, I would like to be able to have a mobile home here on the side for them, so that they can still feel independent, but I can watch out for them and give them any assistance they need. I really hope you approve that I can set up another one on my lot, it would mean the world to me. Thank you so much!

Sincerely,

Pei Zheng Wu



10-30-15.

October 30, 15

Dear Bill and Brian,

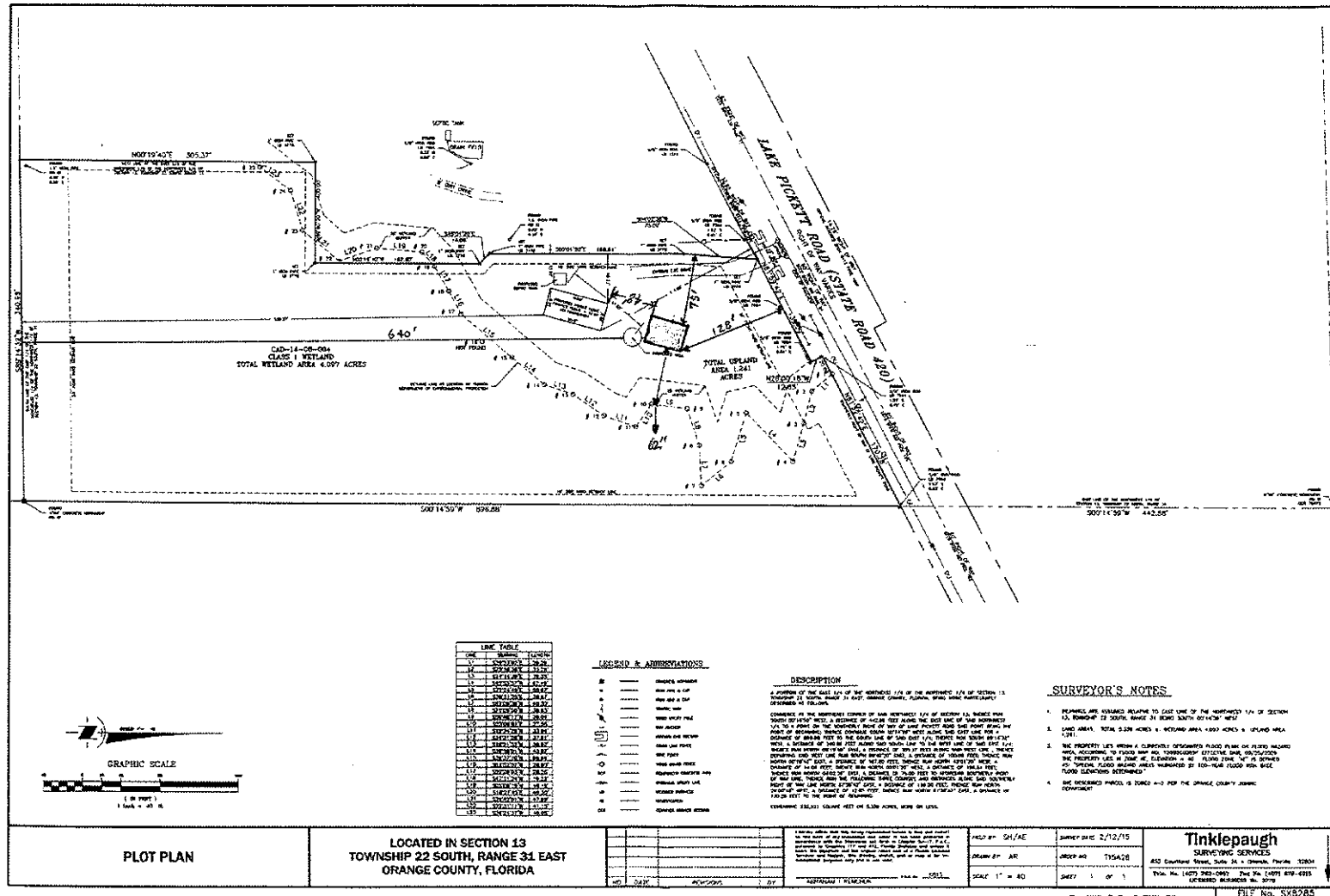
Right now I wanted to build another mobile home on my property for my parents to come live with me. They currently live in San Francisco and they getting very old and it's hard for them to live independently. I just wanted to know if it was okay with you two because I wanted to be able to take care of them. If it's okay with you two, can you give me a signature below just stating its fine? I just wanted them to be here incase anything happens because they are old and live so far, its very inconvenient to travel back and forth.

14358 Lake
Pickett Rd.

- Pei Zheng Wu

X William E. Norman
WILLIAM E. NORMAN (407) 580-3032

X Brian
Cell: 407-219-2175



RECEIVED
NOV 01 2015
Zoning Division



STAFF REPORT
CASE #SE-16-01-129
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
January 7, 2016
Commission District: 5

GENERAL INFORMATION:

APPLICANT: Pei Zheng Wu

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in the A-2 zoning district to allow a mobile home as a detached Accessory Dwelling Unit (ADU) for the applicant's parents; and, a Variance to allow said ADU in front of the principal structure.

(Note: The ADU will be located a minimum of 100 ft. from Lake Pickett Rd.)

LOCATION: South side of Lake Pickett Rd., approximately 450 ft. east of N. Tanner Rd.

PROPERTY ADDRESS: 14432 Lake Pickett Rd.

PARCEL ID: 13-22-31-0000-00-031

TRACT SIZE: 5.32 acres

DISTRICT #: 5

ZONING: A-2

EXISTING USE(S): Mobile Home

PROPOSED USE(S): Mobile Home as Detached Accessory Dwelling Unit (ADU)

SURROUNDING USES: N – Single Family Residence
S – Mobile Home Park
E – Conservation Area
W - Single Family Residence

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting approval of a Special Exception in the A-2 zoning district to allow a mobile home as a detached Accessory Dwelling Unit (ADU) for the applicant's parents. The applicant is also requesting a Variance to allow said ADU in front of the principal structure.
2. The applicant is requesting variance to place the ADU in front of the principal structure (mobile home), due to the wetlands on the property in relation to where the existing unit is located. According to the applicant's survey, there are four (4) acres of wetlands on the property, which is 5.3 total acres in size. This leaves just under 1.25 acres of upland for the placement of the two (2) units. The original unit was located nearly 175 feet from Lake Pickett Road, leaving little room behind it for the new ADU.
3. If approved, the proposed ADU will be located a minimum of 100 feet from Lake Pickett Road.
4. Two (2) residents have provided letters of support for the application.
5. Staff research shows that an ADU was approved in 2005 for a property across the street from the subject property.
6. The applicant is advised that there will be impact fees assessed for the ADU.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated November 1, 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. Construction plans shall be submitted within three (3) years or this approval becomes null and void;
4. The accessory dwelling unit shall be used by family members only and shall not be rented out;
5. 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,
6. The applicant shall be responsible for payment of all applicable fees and assessments including, but not limited to, impact fees.

cc: Pei Zheng Wu

MARGARITA FLEITES
VA-16-01-130

REQUEST: Variance in the R-1 zoning district to allow existing addition to single family residence to remain 22 ft. from rear property line in lieu of 25 ft. (Note: Permit was issued in error in 2008. Addition was constructed with an incorrect rear setback. This application allows for the 22 ft. rear setback to remain instead of the required 25 ft. rear setback).

ADDRESS: 2907 Slippery Rock Avenue, Orlando FL 32826

LOCATION: East side of Slippery Rock Ave., 300 ft. west of N. Tanner Rd.

S-T-R: 12-22-31

TRACT SIZE: 70 ft. x 102 ft.

DISTRICT#: 5

LEGAL: COLLEGE HEIGHTS 8/37 LOT 40

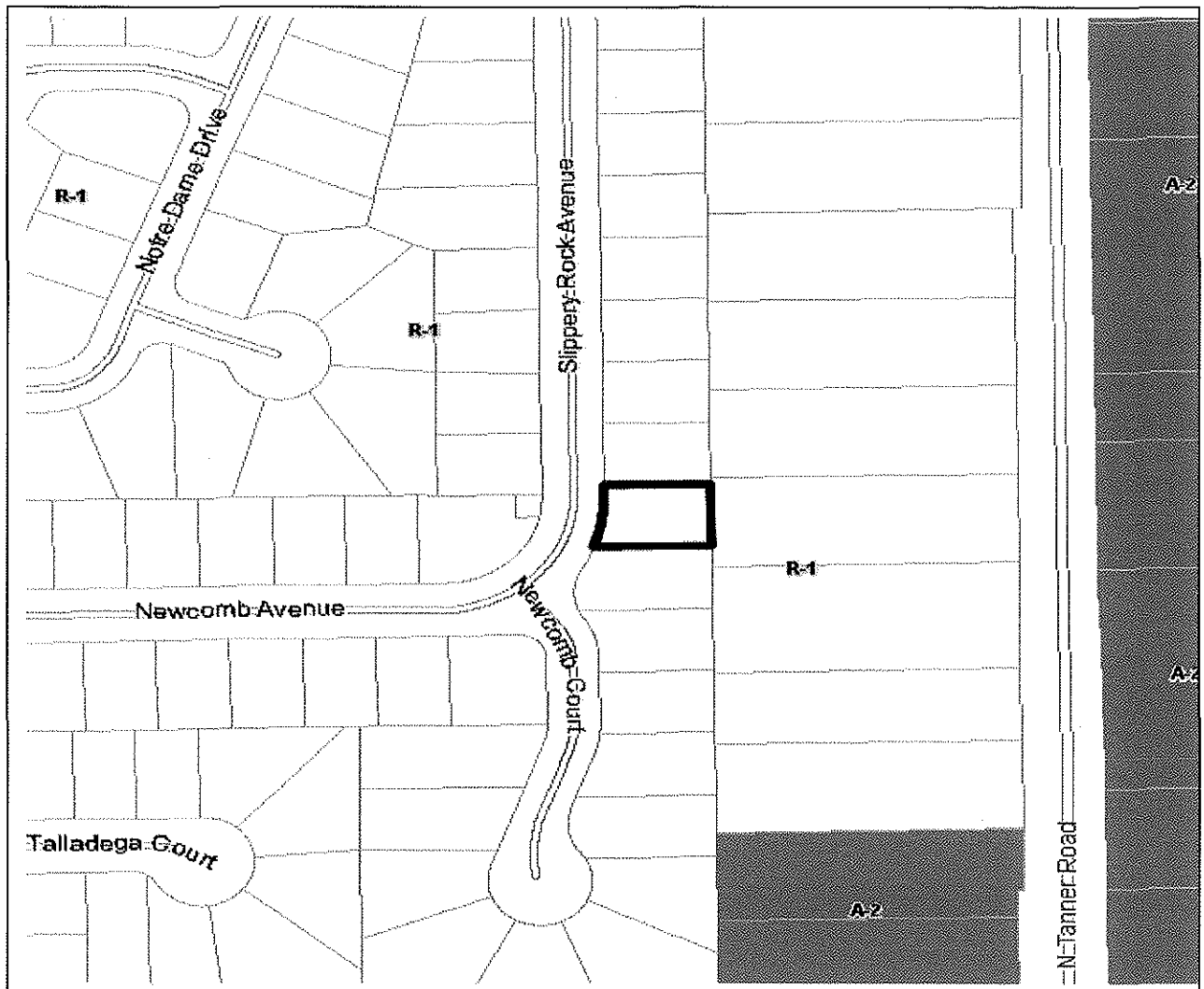
PARCEL ID: 12-22-31-1458-00-400

NO. OF NOTICES: 74

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) (6-0):

1. Development in accordance with site plan dated December 9, 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; and,
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

SYNOPSIS: The applicant was issued a permit in error in 2008. She commenced construction of her addition based on a 20 ft. rear yard setback. The permit expired. In 2015, she attempted to re-commence the balance of the construction and was told her actual rear setback is 25 ft. The BZA concluded the request was not the doing of the applicant and approved the variance. There was no opposition to this request.



Applicant: Margarita Fleites

BZA Number: VA-16-01-130

BZA Date: 01/07/2016

District: 5

Sec/Twn/Rge: 12-22-31-SW-C

Tract Size: 70 ft. x 102 ft.

Address: 2907 Slippery Rock Avenue, Orlando FL 32826

Location: East side of Slippery Rock Ave., 300 ft. west of N. Tanner Rd.

Monday, September 28, 2015

To: Orange County Commissioner
Ted Edwards, District 5

From: Margarita Fleites
Property Owner
2907 Slippery Rock Ave,
Orlando, FL 32826

Subject: Zoning Variance Fee Waiver


I, Margarita Fleites, am writing you asking for your understanding about a problem that I'm having with The Department of Zoning Division and my property. I will explain what is happening in my best way. In the year 2008 was submitted a set of plans for an addition at my property to The Orange County Building Division and Zoning, where they reviewed and approve the set of plans and the permits were granted. The construction began, after a period of time, some issues appeared and the construction had to be stopped.

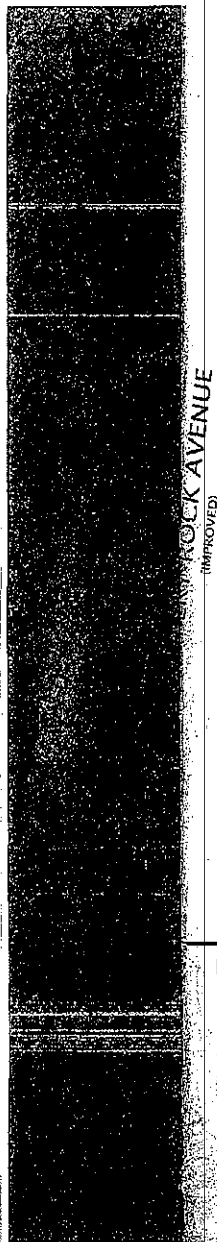
Now at this time, everything is ready to be finished, the addition only is pending from 3 final inspection, the permits need to be renewed and was submitted, so in this moment the zoning department realize that there were some measurements in the plans that were incorrect from the time that they were first approved, (there are a difference of 2'5" on the set back), the first officer approved a set back of no minimum of 20' set back, the construction has 22'6" set back. Now the actual officer said need to be a minimum of 25' set back.

How you can appreciate The Department of Zoning Division, make a mistake, the construction is almost done, the solution is make a "Variance", I understand that and I'm agree that it is necessary, but this "Variance" has a FEE of \$638.00 USD, where I feel that it's not fair because we did not make the mistake, the addition was built as it was approved by The Department of Zoning Division.

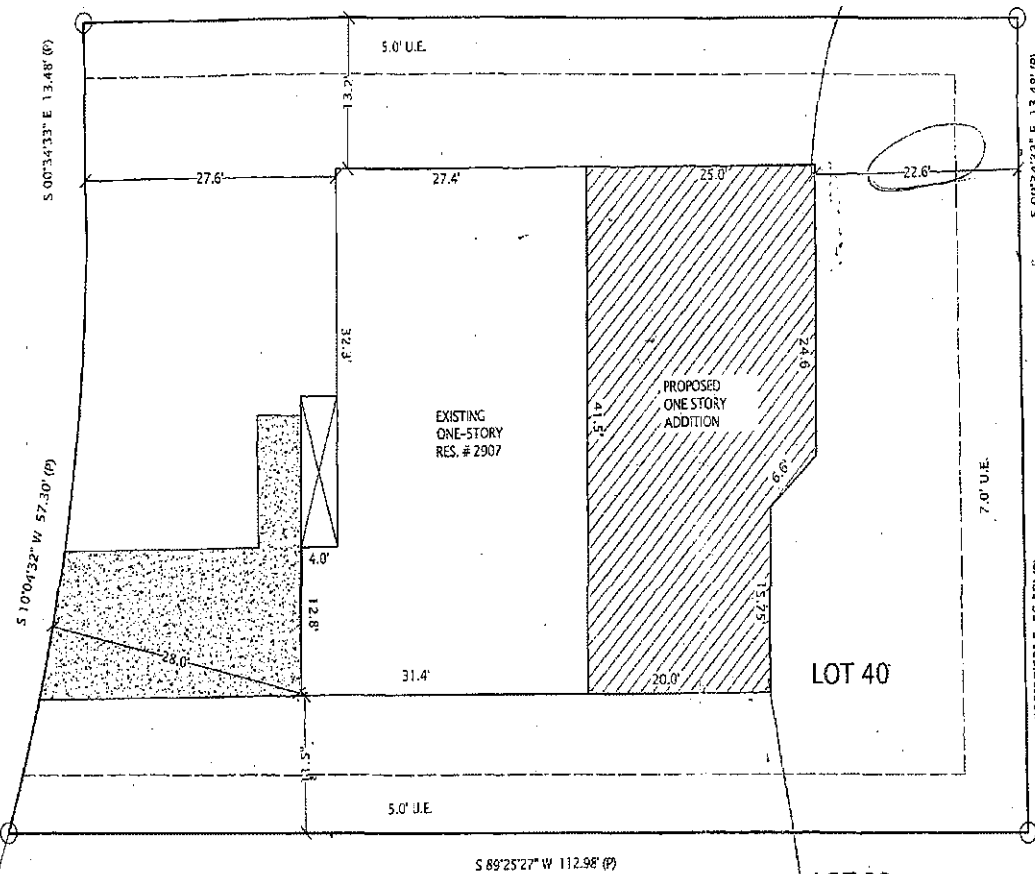
Today I am calling to your understanding and I'm asking you to help me with the Variance Fee waiver. I will appreciate if you could assist us with this situation, so we can move forward with the project. If you have any question please you can call me at 407-375-5433.

Best Regards


Margarita Fleites
Property Owner
2907 Slippery Rock Ave,
Orlando, FL 32826



ROCK AVENUE
(IMPROVED)



RECEIVED
DEC 07 2015
OK
ZONING DIVISION

SITE PLAN
SCALE: $\frac{3}{32}'' = 1.0'$

REINFORCING STEEL

1. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ASTM A615 GRADE 40
2. REINFORCEMENT STEEL IN CAST IN PLACE CONCRETE SHALL HAVE A MIN. COVERAGE IN ACCORDANCE WITH A.C.I. 318 OR AS LISTED BELOW
- 3" IN CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.
- 1 1/2" FOR #5 AND SMALLER AND W31 OR D31 WIRE, AND 2" #6 - #18 BARS IN CONCRETE EXPOSED TO EARTH OR WEATHER

REINFORCING STEEL MINIMUM REQUIREMENTS
40 KSI REQUIRED FOR THIS STRUCTURE

BAR SIZE	MINIMUM	MINIMUM	MINIMUM
----------	---------	---------	---------

1. RAFTERS SHALL BE SOUTHERN PINE #2 GRADE OR BETTER
2. MAXIMUM SPACING SHALL BE AS NOTED IN TABLE
3. RAFTERS SHALL BE SHEATHED WITH SPAN RATED STRUCTURAL SHEATHING AS NOTED IN PLAN
4. NO CONCENTRATED LOADS SHALL BE PLACED ON RAFTERS

ROOF RAFTER SPAN TABLE (TILE ROOF)
MAXIMUM LOAD - 37 PSF

MEMBER SIZE	MAXIMUM SPAN	MAXIMUM SPAN	MAXIMUM SPAN
	24" C.C.	18" S.G.	12" C.C.
2 X 4	4'-3"	5'-0"	5'-8"

FIX FOR MISPLACED

THIS DETAIL IS TO DESCRIBE APP WHEN EMBEDDED TRUSS ANCHOR OMITTED. MAXIMUM ALLOWABLE PER HOUSE WHEN MORE THAN TI EXCEEDED, TO DESIGN PROFESSION IMMEDIATELY.

1. IS THE DISTANCE OF THE STRA CORRECTIVE MEASURES ARE REQ
2. IF THE DISTANCE OF THE STRA WOOD SHIM OF APPROPRIATE SI BETWEEN THE STRA AND THE TI



STAFF REPORT
CASE #VA-16-01-130
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
01/07/2016
Commission District: 5

GENERAL INFORMATION:

APPLICANT: Margarita Fleites

REQUEST: Variance in the R-1 zoning district to allow existing addition to single family residence to remain 22 ft. from rear property line in lieu of 25 ft.

(Note: Permit was issued in error in 2008. Addition was constructed with incorrect rear setback. This application allows for the 22 ft. rear setback to remain instead of the required 25 ft. rear setback).

LOCATION: East side of Slippery Rock Ave., 300 ft. west of N. Tanner Rd.

PROPERTY ADDRESS: 2907 Slippery Rock Ave.

PARCEL ID: 12-22-31-1458-00-400

TRACT SIZE: 70 ft. x 102 ft.

DISTRICT #: 5

ZONING: R-1

STAFF FINDINGS AND ANALYSIS:

1. In 2008, a permit was issued to the applicant in error. The incorrect building setback which the applicant relied on was twenty (20) feet. Construction commenced based on that setback. The permit expired. The applicant attempted to re-commence construction with the twenty (20) foot rear building setback. Staff could not move forward with the plans because the correct rear yard setback is

twenty-five (25) feet. Therefore, the applicant was advised to apply for the variance of twenty-two (22) feet in lieu of twenty-five (25) feet.

2. Staff supports the request for the following reasons: (a) the request is minimal; (b) the addition is only one (1) story; and, (c) the most affected neighbor to the rear does not object.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated December 9, 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; and,
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

cc: Ykileimys Lores, Applicant's Representative

ANTHONY EWEN
VA-16-01-131

REQUEST: Variances in the I-4 zoning district to permit the construction of a new structure on a proposed new lot as follows:
1) 10 ft. from side (south) property line in lieu of 25 ft.;
2) 18 ft. from a side (north) property line in lieu of 25 ft.;
3) 4 ft. from a side (northwest) property line in lieu of 25 ft.;
4) 18.5 ft. from existing building to new lot line on south side;
5) To allow 34 parking spaces in lieu of 53 parking spaces; and,
6) To increase the floor area ratio from .50 to .59.
(Note: The applicant is proposing a lot split to create a new lot to the south of the existing building. The split proposes to bisect the existing driveway from west to east, to create a building site at the southeast corner of the new lot, and to create a parking area along the rear of the site dedicated to the new building. The net result will be a total of 34 parking spaces available for the new structures which is required to have 53 spaces, and a total of 28 spaces available for the new structure which is only required to have 27 spaces).

ADDRESS: 10895 Rocket Blvd., Orlando FL 32824

LOCATION: East of the Florida's Turnpike on the east side of Rocket Blvd., approximately 325 ft. north of Central Florida Parkway

S-T-R: 11-24-29

TRACT SIZE: 3.3 acres

DISTRICT#: 4

LEGAL: CENTRAL FLORIDA INDUSTRIAL PARK SECTION 4 3/100 LOT 1 (LESS N 50 FT THEREOF)

PARCEL ID: 11-24-29-1237-00-011

NO. OF NOTICES: 33

DECISION: **CONTINUED** to the February 4, 2016 BZA Meeting (unanimous) (6-0).

SYNOPSIS: The applicant is requesting variances to construct a second building and perform a lot split.

The BZA continued the case to February 4, 2016, to allow the applicant to re-design the site to reduce the amount of variances requested.



Applicant: Anthony Ewen

BZA Number: VA-16-01-131

BZA Date: 01/07/2016

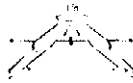
District: 4

Sec/Twn/Rge: 11-24-29-SW-C

Tract Size: 3.3 acres

Address: 10895 Rocket BLVD, Orlando FL 32824

Location: East of the Florida's Turnpike on the east side of Rocket Blvd., approximately 325 ft. north of Central Florida Parkway



eDesign Management, LLC
Architecture, Interior Design, Project Management
2572 West State Road 426, Ste 2064
Oviedo, FL 32765
407 310 7551
Fax 407 982 7139
sales@edesignllc.us
AA26002398

RECEIVED

NOV 04 2015

Zoning Division

MEMORANDUM

REQUEST FOR VARIANCE COVER LETTER

To: ORANGE COUNTY BOARD OF ZONING ADJUSTMENT
Project Address: 10895 Rocket Blvd, Orlando, FL 32824

The Applicant is requesting a lot split with approval of the attached site with the following variances:

1. The side setback on a new building to be constructed, south side, shall be 10.1 feet (proposed) vs the 25 feet (required). This is along the south property line.
2. The side setback for the new building on the north side shall be approximately 18.25 feet (proposed) vs 25 feet (required). This is the area between the existing and proposed building, at the new lot split, property line.
3. The side setback for the new building at the northwest corner shall be approximately 4.71 feet (proposed) at the closest point vs. 25 feet (required). The building wall and new property line are skewed at this point and thus the distance from the wall to the new lot split property line varies at this location.
4. The side set back for the existing building shall be approximately 18.50 feet (proposed) vs the 25 feet (required). This is the area between the existing and proposed building at the new lot split property line.
5. The parking for the existing building shall be 34 spaces (proposed) vs the 53 (required).
6. The properties will share a blanket cross access easement over the drive areas of the parking lot and will share the existing (2 way) access driveway off Rocket Blvd. The new lot split line runs down the middle of the existing main access driveway and access aisle. No buffer yards will be provided along either side of the new lot split line.
7. The buffer yard along the existing north property line will be approximately 6.93 feet for landscaping except at the far east end where it will be reduced to approximately 2 feet to allow for required turning radius for the semi-trucks, fire trucks, and waste trucks.
8. The site plan indicates a new access point at the north side off Rocket Blvd for the existing building lot. This "One Way - Entrance Only" access driveway shall be 17.12 feet wide.
9. The site plan shows 4 parking spaces on the existing south property line abutting that line without any buffer. The applicant is requesting that the buffer yard in this area be waived.

FLORIDA AA26002398 - GEORGIA RA010011 - SOUTH CAROLINA 7068 - TEXAS 17953
OKLAHOMA A6243 - TENNESSEE 00104706 - MARYLAND 16732 - ARKANSAS 4906 - PENNSYLVANIA RA404017

The reason for these requests is to achieve the new proposed 17,900 sf building footprint and the required parking, in a configuration that will allow semi-truck, fire truck, and waste truck access to the rear of the site and allow adequate room for a 90 foot diameter turning area on the existing building lot.

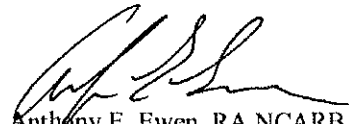
The construction of the new building shall be Type II (non-combustible metal) fully sprinkled. The existing building is the same.

The new building shall be 17,900 sf with a 7,100 sf mezzanine for a total of 25,000 sf with 2 truck bay doors. This requires 27 parking spaces and 28 are proposed on this new lot. The new building shall be 213.65 feet by 108.46 feet at its largest overall dimensions.

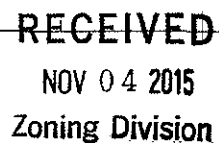
The new building shall be 10.1 feet from the south property line, 15 feet from the east line, approx 18.25 feet from the new "lot split" line between the buildings, 4.71 feet from the new lot split line that runs at a diagonal (NW corner), and 270.71 feet to the west (ROW) line. The proposed height is 25 feet.

Thank you very much for consideration of these requests.

Any question, please call me.



Anthony E. Ewen, RA NCARB
AR0009781





STAFF REPORT
CASE #VA-16-01-131
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
01/07/2016
Commission District: 4

GENERAL INFORMATION:

APPLICANT: Anthony Ewen

REQUEST: Variances in the I-4 zoning district to permit the construction of a new structure on a proposed new lot as follows:

- 1) 10 ft. from side (south) property line in lieu of 25 feet;
- 2) 18 ft. from a side (north) property line in lieu of 25 feet;
- 3) 4 ft. from a side (northwest) property line in lieu of 25 feet;
- 4) 18.5 ft. from existing building to new lot line on south side;
- 5) To allow 34 parking spaces in lieu of 53 parking spaces; and,
- 6) To increase the floor area ratio from .50 to .59.

(Note: The applicant is proposing a lot split to create a new lot to the south of the existing building. The split proposes to bisect the existing driveway from west to east, to create a building site at the southeast corner of the new lot, and to create a parking area along the rear of the site dedicated to the new building. The net result will be a total of 34 parking spaces available for the new structures which is required to have 53 spaces, and a total of 28 spaces available for the new structure which is only required to have 27 spaces).

LOCATION: East of the Florida's Turnpike on the east side of Rocket Blvd., approximately 325 ft. north of Central Florida Parkway

PROPERTY ADDRESS: 10895 Rocket Blvd.

PARCEL ID: 11-24-29-1237-00-011

TRACT SIZE: 3.3 acres

DISTRICT #: 4

ZONING: IND-4

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting variances to permit the construction of a new structure on a proposed new lot as follows:

- a) 10 ft. from side (south) property line in lieu of 25 ft.;
- b) 18 ft. from a side (north) property line in lieu of 25 ft.;
- c) 4 ft. from a side (northwest) property line in lieu of 25 ft.;
- d) 18.5 ft. from existing building to new lot line on south side;
- e) To allow 34 parking spaces in lieu of 53 parking spaces; and,
- f) To increase the floor area ratio from .50 to .59.

2. Variances #2, #3, #4, #5 and #6 are a result of the applicant creating the new lot. Those variances are self-created.

3. The other requests are not regulated by Chapter 38, Zoning Regulations. They are regulated by Chapter 24, Orange County Code (Landscaping and Open Space). Any waivers from Chapter 24, O.C. Code shall be reviewed by the Zoning Manager, or her designee, or the Development Review Committee.

4. From a practical standpoint, the granting of Variances #2, #3, #4 does not adversely impact any surrounding properties as they are located internal to the site. Variance #1 is a result of a proposed oversized building.

5. Variance #5 represents a thirty-five percent (35%) deviation from parking code requirements.

6. Staff does not object to Variance #6 because it is minimal.

7. Staff inspected the site and has determined there is ample space/area for a new building. The concern is whether the new building can be reduced in size so as to minimize the need for so many variances.

8. Staff has concerns about this request for the following reasons:

- a) The applicant is trying to fit the lot to the new structure instead of trying to fit the structure to the lot;

- b) Under the present zoning, a reasonable use can be made of the property;
- c) The zoning requirements cannot be overruled by the desire to do more with the land.

STAFF RECOMMENDATION:

Staff has concerns about this request. If the applicant reduced the proposed building, which reduces the number of variances, staff may support the request. If the BZA approves this request, the following conditions should be imposed:

1. Development in accordance with site plan date-stamped "Received November 4, 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. All waivers regarding landscaping and open space shall be reviewed in accordance with Chapter 24, Orange County Code; and,
4. Signage shall be in accordance with Chapter 31.1, Orange County Code.

cc: Anthony Ewen

GLADYS LUJAN-BREGENZER
VA-16-01-134

REQUEST: Variances in the R-1 zoning district for accessory buildings as follows:
1) To allow existing carport to remain in front yard in lieu of side or rear yards;
2) To allow existing carport to remain 2 ft. from front (south) property line in lieu of 25 ft., and 2 ft. from side (east) property line in lieu of 5 ft.; and,
3) To allow existing metal shed in rear yard to remain 3 ft. from rear (north) and side (west) property lines in lieu of 5 ft.
(Note: This is a result of code enforcement action).

ADDRESS: 8205 Esperanza Street, Orlando FL 32817

LOCATION: North side of Esperanza St., approximately 450 ft. east of N. Chickasaw Tr.

S-T-R: 12-22-30

TRACT SIZE: 60 ft. x 100 ft.

DISTRICT#: 5

LEGAL: SUN HAVEN FIRST ADDITION X/110 LOT 8 BLK F

PARCEL ID: 12-22-30-8411-06-080

NO. OF NOTICES: 109

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) (6-0):

1. Development in accordance with site plan dated November 11, 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. The applicant shall obtain permits for the metal shed and the detached carport within

120 days or this approval becomes null and void;

4. Prior to the issuance of any permits for the metal shed in the rear yard the applicant shall obtain approval from the Public Works Department for the metal shed due to the encroachment into the utility easement; and,
6. Approval is for the current structures only. If the carport or shed are removed, damaged, or deteriorate to such an extent that they are no longer serviceable and need replacement, they may not be replaced without further BZA approval.

SYNOPSIS: The applicant is requesting approval of variances in the R-1 zoning district for accessory buildings as follows: 1) To allow an existing carport to remain in the front yard in lieu of a side or rear yard; 2) To allow an existing carport to remain two (2) feet from the front (south) property line in lieu of twenty-five (25) feet, and two (2) feet from the side (east) property line in lieu of five (5) ft.; and, 3) To allow an existing metal shed in rear yard to remain three (3) feet from the rear (north) and side (west) property lines in lieu of five (5) feet.

Staff noted the location of the subject property, and showed historic aerials showing that there was no carport in 1999, however, in 2001 the carport was visible. Staff also noted that a review of aerials from 2004-5 showed that the carport had weathered the storms of 2004 intact. Staff further noted that the carport has been in place for so long, that it has become a part of the appearance of the neighborhood.

Staff also noted that the applicant had that morning provided letters of support from five neighbors.

The applicant explained the history of the carport, and the fact that no one from the County had ever questioned its existence until a neighbor who had been cited by code enforcement pointed the carport out. The applicant indicated their acceptance of the conditions proposed by staff.

There was no opposition at the hearing.

The BZA discussed the size of the structure, and how large the variances were. However, they acknowledged that the carport has been in existence for fifteen (15) or sixteen (16) years with no complaints. The Chairman added a new condition pertaining to the current structures.



Applicant: Gladys E. Lujan-Bregenzer

BZA Number: VA-16-01-134

BZA Date: 01/07/2016

District: 5

Sec/Twn/Rge: 12-22-30-SW-C

Tract Size: 60 ft. x 100 ft.

Address: 8205 Esperanza ST, Orlando FL 32817

Location: North side of Esperanza St., approximately 450 ft. east of N. Chickasaw Tr.

From: "gladys bregenzer" <gladysbregenzer@yahoo.com>
Date: Tue, Nov 10, 2015 at 4:07 PM
Subject: 8205 Esperanza Street, Orlando, Fla 32817

RECEIVED

NOV 11 2015

Zoning Division

November 12, 2015

Orange County Board of Zoning and Adjustment
201 south Rosalind avenue
Orlando, Florida 32801

RE: 8205 Esperanza Street, Orlando, Fla. 32817
Parcel No. 12-22-30-8411-06-080
Ref: No. 438166

Gentlemen:

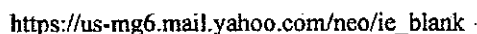
I, Gladys E. Lujan-Bregenzer as the owner of the above property request and state the following:

1. A variance for the existing detached carport on the driveway to remain in place which has been installed since June, 1999 for Superior Sheds, Inc who blamed Orlando Steel Co. and Manufactured by J.A. Brewer Enterprises that is no longer in business.
2. I thought that at the time of the installation no permit was required. Three companies were involved and nobody mentioned permits, not meeting required setbacks, etc. After all this time, your office says that I need a permit and that I have violations. I contacted these companies back and forth and nobody takes responsibility but I am facing an unexpected problem and huge fees.
3. We used this detached carport for our 2 cars as a shield against sun damage since my husband can not be in direct sunlight due to medications as a result of skin cancer so it protects him when having to be outside to maintain the cars, etc. He has had two operations to remove melanomas from his neck.
4. This structure is not ruining or defacing the appearance of the house or the surroundings. It even enhances the decor of the area. This will not be injurious to the neighborhood or be an intrusion to the public or any hazardous condition.
5. Since I bought the house in 1976 almost 40 years ago all the wonderful neighbors that we had do not exist, most of the people on the block are rentals. We are a retired couple, abiding citizens and do not need this problems at this time in our lives.
6. We are requesting a variance for the existing detached carport to remain.

Thanking you in advance for your consideration in this matter.


GLADYS E. LUJAN-BREGENZER

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NOV 11 2015
Zoning Division



Page | 37



SITE PLAN

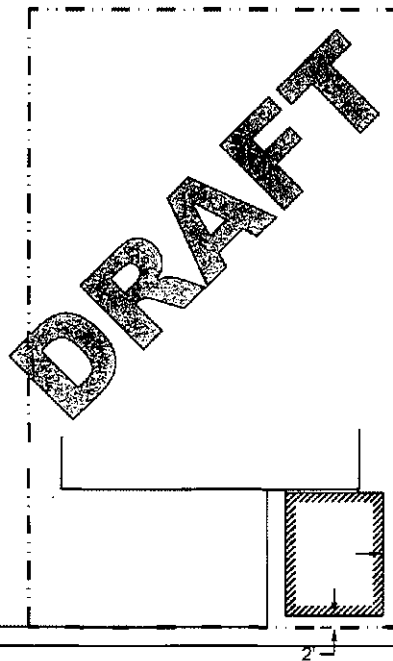
8205 ESPERANZA DRIVE

ORLANDO, FLORIDA 32817

ORANGE COUNTY

PROPERTY IDENTIFICATION NUMBER

12-22-30-8411-06-080



LAND USE	SGL FAM
ZONING	R-1
TOTAL LAND AREA	±6,064 SF
GROSS BUILDING AREA	
Base Area	±1385 SF
Open Porch	±53 SF
Shed	±xxx SF
Room Enclosure	±xxx SF
Carport	±320 SF

EXISTING STRUCTURES PHOTOINTERPRETED FROM
DIGITAL ORTHOGONAL AERIALS PROVIDED BY
ORANGE COUNTY, 2014.

VETES AND BOUNDS OF LOT BOUNDARY FROM
PLAY OF SUN HAVEN FIRST ADDITION X/110, LOT 8,
BLOCK F.

APPROX LOCATION OF EXISTING SHED AND
ASSOCIATED PROPERTY SETBACKS BY DIRECT
FIELD MEASUREMENTS FROM EXISTING
STRUCTURES.

SCALE AS PLOTTED: 1 IN = 20 FT
0 5 10 20 40 FT

MICHAEL E. HOWELL, PE
Florida Registration Number: 51558
November 11, 2014

RECEIVED

NOV 11 2015

Zoning Division



STAFF REPORT
CASE #VA-16-01-134
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
01/07/16
Commission District: 5

GENERAL INFORMATION:

APPLICANT: Gladys E. Lujan-Bregenzer

REQUEST: Variances in the R-1 zoning district for accessory buildings as follows:

- 1) To allow existing carport to remain in front yard in lieu of side or rear yards;
- 2) To allow existing carport to remain 2 ft. from front (south) property line in lieu of 25 ft., and 2 ft. from side (east) property line in lieu of 5 ft.; and,
- 3) To allow existing metal shed in rear yard to remain 3 ft. from rear (north) and side (west) property lines in lieu of 5 ft.

(Note: This is a result of code enforcement action).

LOCATION: North side of Esperanza St., approximately 450 ft. east of N. Chickasaw Tr.

PROPERTY ADDRESS: 8205 Esperanza St.

PARCEL ID: 12-22-30-8411-06-080

TRACT SIZE: 60 ft. x 100 ft.

DISTRICT #: 5

ZONING: R-1

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting several variances in the R-1 zoning district for accessory buildings as follows:
 - a) To allow existing carport to remain in front yard in lieu of side or rear yards;

- b) To allow existing carport to remain 2 ft. from front (south) property line in lieu of 25 ft., and 2 ft. from side (east) property line in lieu of 5 ft.; and,
 - c) To allow existing metal shed in rear yard to remain 3 ft. from rear (north) and side (west) property lines in lieu of 5 ft.
- 2. The applicant notes that the carport was constructed in 1999. While the carport was constructed by a contractor, no permits were ever obtained for the structure. Recently, a complaint was filed regarding the carport, which notified the Code Enforcement Division staff. After an investigation, it was found that permits were lacking, and code enforcement action is currently proceeding.
- 3. In reviewing historic aerials, staff has verified that the 1999 aerial does not show any carport, where the 2001 aerial does. There is no 2000 aerial. A review of each available subsequent aerial to present time shows that the carport has been in place consistently over the years.
- 4. In reviewing past code enforcement records, staff has not found any reference to past code enforcement action regarding the subject property.
- 5. Based on what has been verified regarding this case, it appears verifiable that the carport has existed since at least 2001 to present.
- 6. While the amount of this variance is significant, the fact that the carport has been in existence without any complaints for such a long duration, it can be concluded that the neighbors are generally not opposed to it, and it has actually become a part of the neighborhood character.
- 7. The variance for the shed is relatively common. The primary issue is the fact that the shed encroaches into an easement. As the shed is not permitted, it is not certain when it was installed; however, it appears to be many years old based on the aerials reviewed. Requests to place removable improvements such as fences and sheds in easements are not uncommon. However, it is recommended that the applicant obtain approval from the Development Engineering Division of the Orange County Public Works Department before a permit is issued.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- 1. Development in accordance with site plan dated November 11, 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. The applicant shall obtain permits for the metal shed and the detached carport within 120 days of final County action or this approval becomes null and void. The Zoning Manager may grant an extension due to extenuating circumstances; and,
4. Prior to the issuance of any permits for the metal shed in the rear yard, the applicant shall obtain approval from the Public Works Department for the metal shed due to the encroachment into the utility easement.

cc: Gladys E. Lujan-Bregenzler

GARY DOOTSON
VA-16-01-135

REQUEST: Variance in the P-D zoning district to construct addition (aluminum sunroom) to single family residence 11 ft. from rear property line in lieu of 15 ft.

ADDRESS: 10337 Matchlock Drive, Orlando FL 32821

LOCATION: North side of Matchlock Dr., approximately 100 ft. west of Manila Dr., in the Orangewood P-D.

S-T-R: 07-24-29

TRACT SIZE: 84 ft. x 95 ft.

DISTRICT#: 1

LEGAL: MONTPELIER VILLAGE PHASE 2 8/94 LOT 132

PARCEL ID: 07-24-29-5720-01-320

NO. OF NOTICES: 83

DECISION: **APPROVED** the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5-0):

1. Development in accordance with site plan dated November 12, 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; and,
3. The design of the sunroom shall be consistent with the design of the main house.

SYNOPSIS: The applicant is proposing an addition onto the rear of the residence. The architectural review committee issued their approval.

Staff gave a brief presentation and advised the BZA that there were two (2) similar variances granted in this general area.

There was no opposition to this request.

The BZA concluded the request was reasonable.





Home Performance Alliance, Inc.

2850 Scherer Drive Suite # 550

Saint Petersburg, FL 33716

License # CGC 1508826

11/11/15

Sir,

This letter is submitted as cover letter for Variance request. We propose to construct an aluminum sunroom 26' wide x 19' projection and 12' high on the rear of property

103367 Matchlock Dr, Orlando, 32821

The structure would be 19'4" from the left property line, 46'9" from the right and 11' from the rear. It is the rear setback that needs variance. The rear setback should be 15' therefore the structure encroaches 4' into this setback.

Regards



Gary Dootson

RECEIVED

NOV 12 2015
Orange County
Zoning Division

REQUEST FOR ARCHITECTURAL CHANGES TO HOME:

This is a request form to be completed by the Homeowner and submitted to the (ARC), Architectural Review Committee, for approval **BEFORE** any work commences. If you have any questions concerning the application, please refer to your Declaration of Covenants and Restrictions, or contact Ingrid Baria at Signature Management Solutions, LLC to provide you with a copy of MVC Governing Documents; 407-379-1455 ext. 105.

All requests must conform to the local zoning and building regulations and you must obtain all necessary permits if your request is approved. This request is valid for 90 days from point of acceptance.

HOMEOWNER:

Name: Mark Kruger Lot #: 132
Address: 10337 Matchlock Dr.
Orlando FL 32821
Phone #: (407) 579-7781

Description of Change: Replacing Back Porch/and expanding it
with new Porch Roof. New structure is glass windows w/screen
4 season Room

Location: (attach a copy of plan showing location of addition)

Specifications: (attach a copy of plans and describe the following)

Dimensions: _____

Materials: _____

Color: (attach sample paint, chip w/ color, name & number, paint manufacturer)

Liability: I take full responsibility and am personally liable for any damage that might occur to Association Property during any time during the above project.

Signature: _____ Date: 10/15/15

FOR BOARD OF DIRECTORS USE ONLY:

Reviewed By: Dan Traini

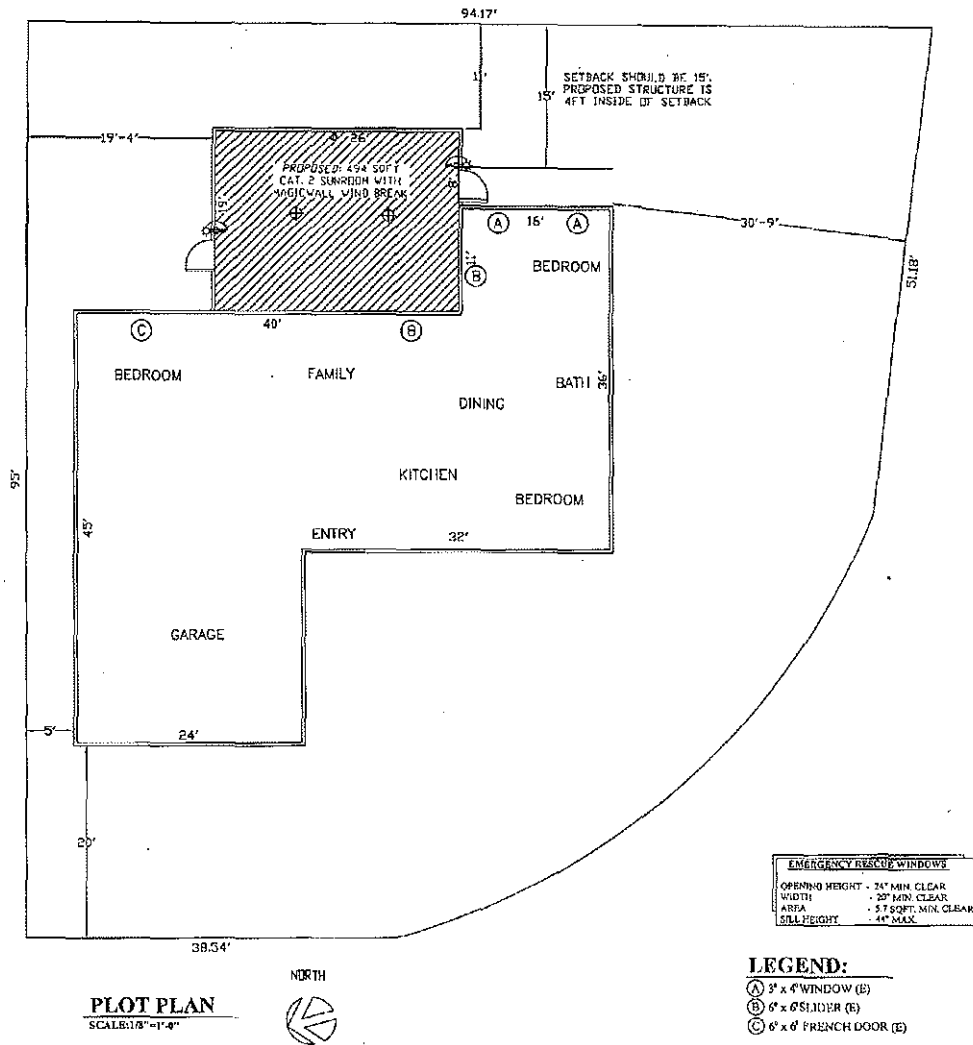
Final Approval: _____

Date: 11/12/16

Comments: _____

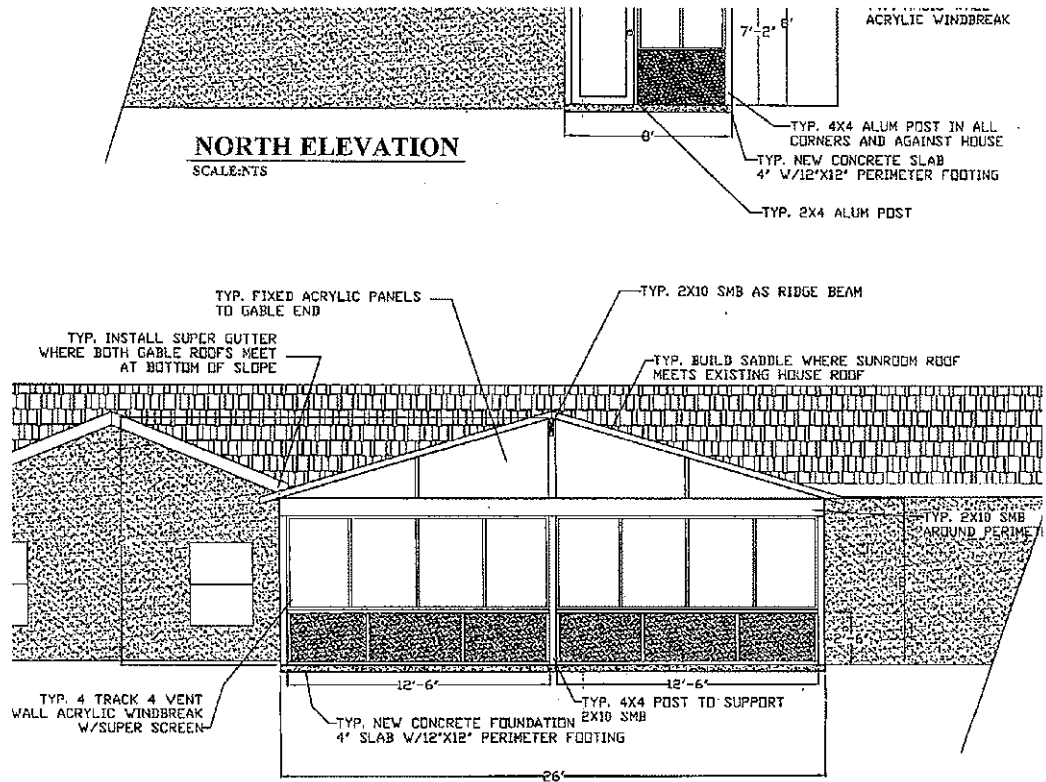
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NOV 12 2015
Orange County
Zoning Division



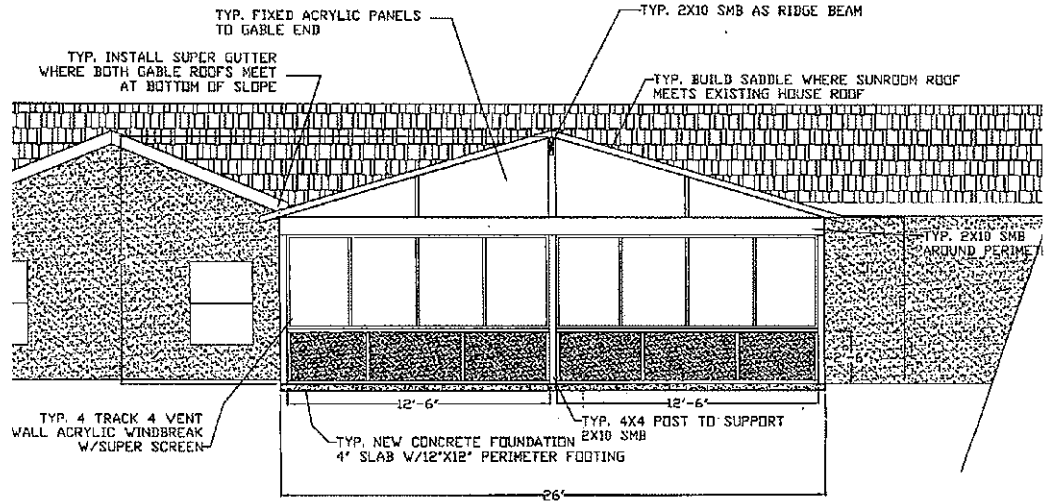
RECEIVED
NOV 12 2015
Orange County
Zoning Division

A1 PART 1 OF 2	DESIGNED BY: M. MILLER CHECKED BY: M. MILLER DATE: 10/15/15 DRAWING NO: 101	KRUGER RESIDENCE 10337 MATCHLOCK DR ORLANDO FL 32821	PARCEL ID: 07-24-29-5720-01-320	DRAWING PREPARED BY: M. MILLER P: 923 785-1884 F:
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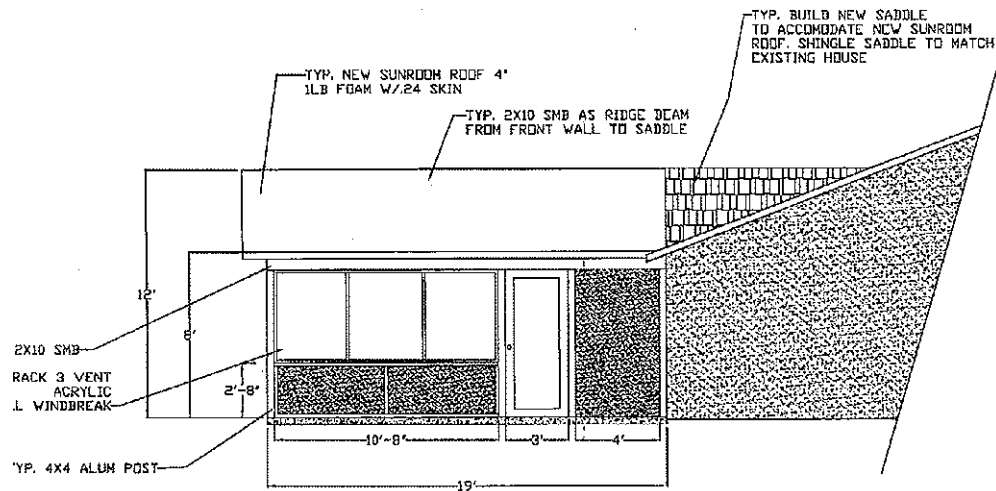
NORTH ELEVATION

SCALE:NTS



WEST ELEVATION

SCALE:NTS



SOUTH ELEVATION

SCALE:NTS

RECEIVED

NOV 12 2015

Orange County

Zoning Division

<div> <div>10/14/2015</div> <div>11/10/15</div> <div>11/10/15</div> <div>11/10/15</div> </div>	<div> <div> <div>KRUGER RESIDENCE</div> <div>10337 MATCHLOCK DR</div> <div>ORLANDO FL 32821</div> </div> </div>	<div> <div>PARCEL ID-</div> <div>07-24-29-5720-01-320</div> </div>	<div> <div>DRAWN</div> <div>M. MUI</div> <div>P: 925 785-11</div> <div>F:</div> </div>
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STAFF REPORT
CASE #VA-16-01-135
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
01/07/2016
Commission District: 1

GENERAL INFORMATION:

APPLICANT: Gary Dootson

REQUEST: Variance in the P-D zoning district to construct addition (aluminum sunroom) to single family residence 11 ft. from rear property line in lieu of 15 ft.

LOCATION: North side of Matchlock Dr., approximately 100 ft. west of Manila Dr., in the Orangewood P-D.

PROPERTY ADDRESS: 10337 Matchlock Dr.

PARCEL ID: 07-24-29-5720-01-320

TRACT SIZE: 84 ft. x 95 ft.

DISTRICT #: 1

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes a sunroom onto the rear of the house. The encroachment is only 4 ft.
2. The Architectural Review Committee submitted a letter of no objection. as of the date of this report, staff has no feedback from the owner to the rear.
3. The BZA granted two (2) similar variances in this community. One was to the immediate north. Both variances were for additions ten (10) feet and eleven (11) feet from the rear property lines in lieu of fifteen (15) feet.
4. Staff has no objections to the request.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated November 12, 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; and,
3. The design of the sunroom shall be consistent with the design of the main house.

cc: Robin Grady, Applicant's Representative

ROXANNE BADR
SE-16-01-137

REQUEST: Special Exception and Variance in the R-CE zoning district as follows:
1) Special Exception for a detached Accessory Dwelling Unit (ADU) for applicant's mother; and,
2) Variance to construct new principal residence 35 ft. from rear property line in lieu of 50 ft.
(Note: The ADU will be 414 sq. ft. and occupied by the applicant's mother. New residence will be approximately 5,711 sq. ft.)

ADDRESS: Park Ridge Gotha Road, Windermere FL 34786

LOCATION: Southeast corner of Park Ridge Gotha Road and Moore Road.

S-T-R: 33-22-28

TRACT SIZE: 208 ft. x 213 ft. (AVG)

DISTRICT#: 1

LEGAL: TOWN OF GOTH A/39 THAT PORTION OF LOT 11 & 12 DESC AS COMM AT THE NE COR OF SAID LOT 11 TH W 70.83 FT WLY 14.42 FT TO POB CONT WLY 217.99 FT S 189.42 FT E 213.63 FT N 228 FT TO POB

PARCEL ID: 33-22-28-3100-21-110

NO. OF NOTICES: 64

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, to **APPROVE** the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (5-0, 1 abstained):

1. Development in accordance with site plan dated November 18, 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;

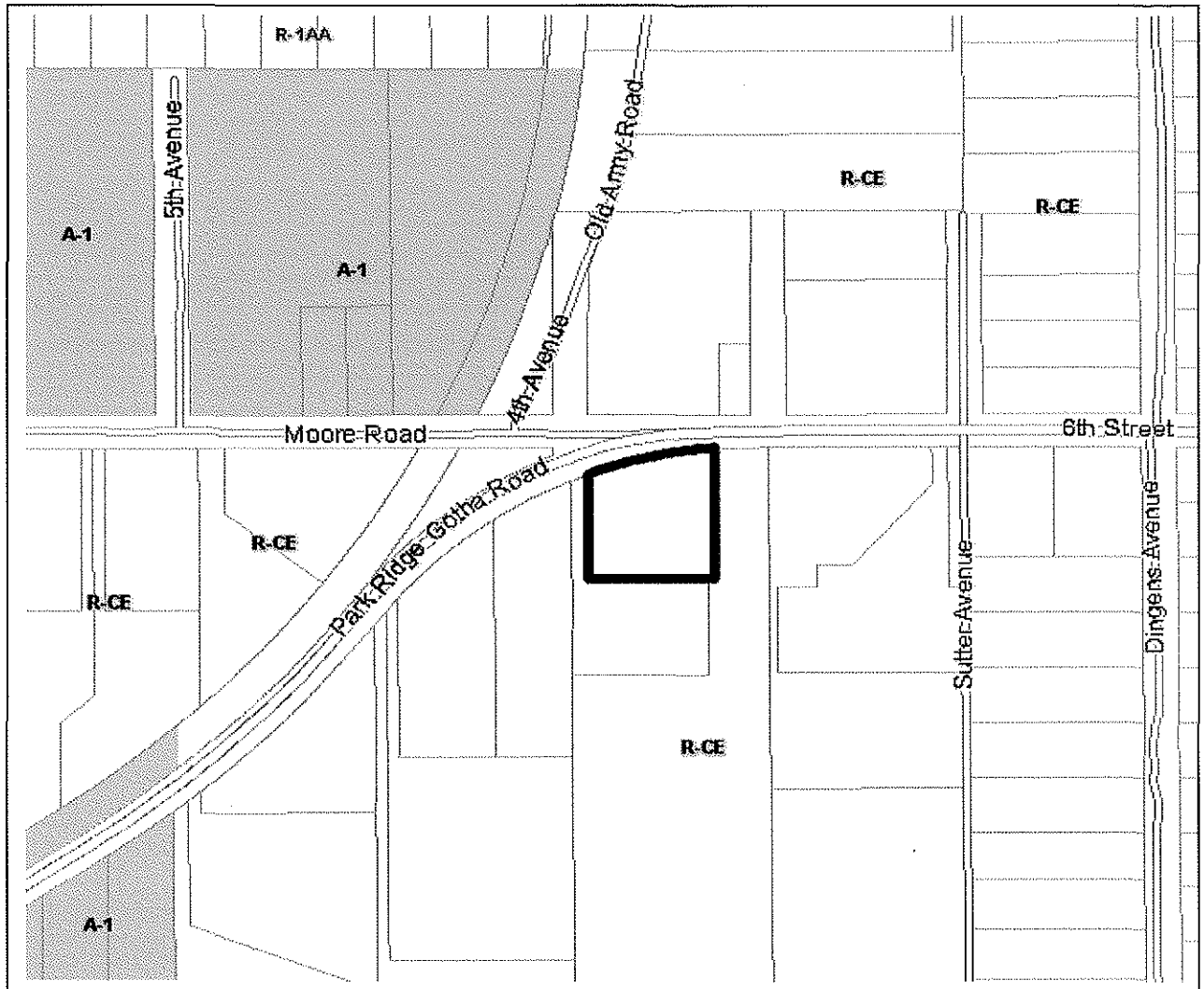
3. The accessory dwelling unit shall be used by family members only and shall not be rented out;
4. Construction plans shall be submitted within three (3) years of final County action or this approval becomes null and void;
5. The exterior of the ADU shall match or be complimentary too the exterior of the proposed residence;
6. To the greatest extent possible, unless damaged or diseased, any trees on the south side of the property not located within a building envelope should be retained on the property unless they interfere with site improvements such as pool enclosures; and,
7. The applicant shall be responsible for payment of all applicable fees and assessments including, but not limited to, impact fees.

SYNOPSIS: The applicant is requesting approval of a Special Exception in the R-CE zoning district for a detached Accessory Dwelling Unit (ADU) for the applicant's mother. They are also requesting variance to construct a new principal residence thirty-five (35) feet. from rear property line in lieu of fifty (50) feet. Staff noted the location of the subject property and showed a layout of a subdivision which is being proposed to the north. One of the improvements associated with the subdivision will be the construction of a traffic circle in front of their new home. This circle will become the intersection of three roads, and will carry a volume of traffic in excess of that which currently travels in front of the property.

The applicant desires to move their new home back from the road to reduce noise and preserve their peace and quiet. Staff noted that the most impacted neighbor to the south had not filed any objection.

The applicant noted their agreement with the recommendation of staff, including the proposed conditions.

The BZA noted that the requested variance was minimal, and based on reasonable logic.



Applicant: Roxanne Badr

BZA Number: SE-16-01-137

BZA Date: 01/07/2016

District: 1

Sec/Twn/Rge: 32-22-28-SE-D

Tract Size: 208 ft. x 213 ft. (AVG)

Address: Park Ridge Gotha RD, Windermere FL 34786

Location: Southeast corner of Park Ridge Gotha Road and Moore Road.

ROXANNE BADR
PARKRIDGE GOTH A ROAD 11 (UNDEVELOPED LOT)
PID #33-22-28-3100-21-110

321-438-0137
roxybadr@gmail.com

12717 Cynthia Lane
Clermont Fl
34715

November 17, 2015

Roxanne Badr (Owner)
Re: Application to Board of Zoning Adjustment

Dear Sir/Madam

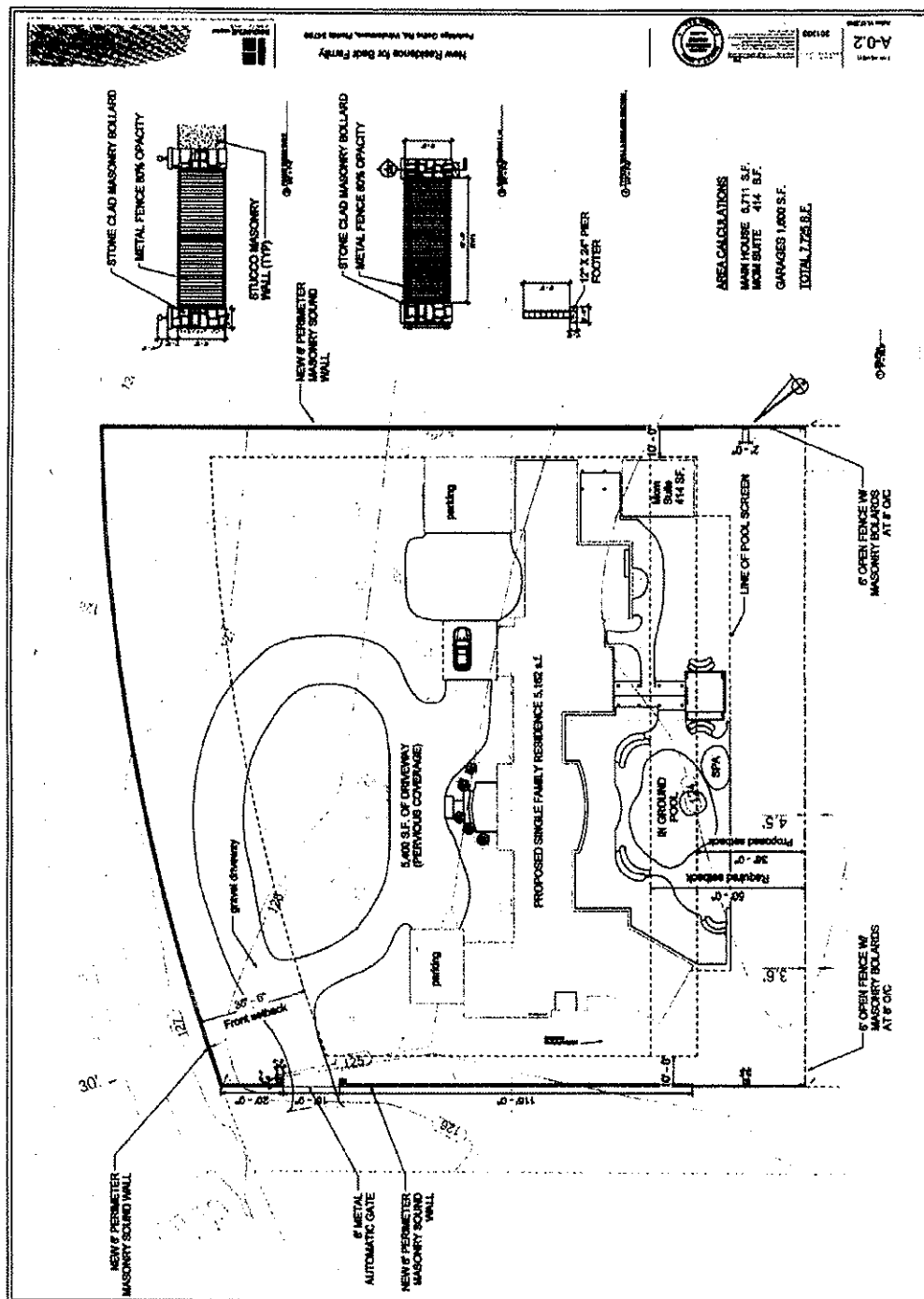
My husband and I have recently acquired a lot in Gotha, Fl which we plan to build on in the upcoming year 2016. We have recently learned that the empty land across the street from our lot will undergo construction of a major intersection (a round of bout directly in front of our home) and a proposed 53 homes which is designed on the developers website. The name of the proposed project is FireCreek Gotha. In light of this project and the the increased traffic that our lot/home will now face we would like the board to consider the following variances for our project.

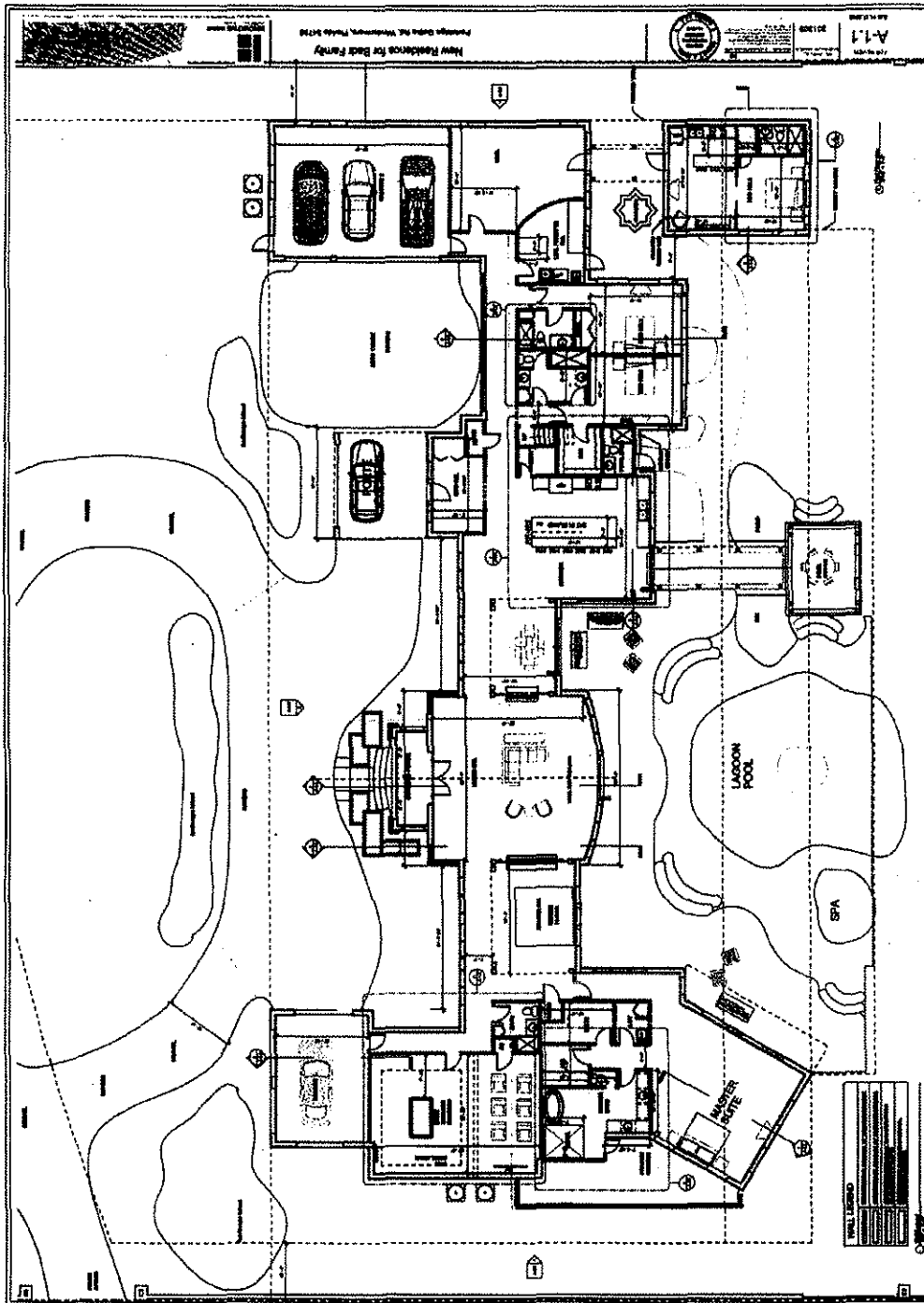
1. A decrease in rear setback; the home moved back by 15 feet making the new set back in the rear of the property 35ft instead of 50 ft
2. We propose to build a masonry wall of no less than 6ft in the front of the property to act as a sound barrier. An elevation has been attached for your review
3. We would like to apply for a special exception for an Accessory Dwelling Unit to serve as a living space for my mother who is retired and will be moving in with us when this project is complete.

*No variance
needed for
6' fence*

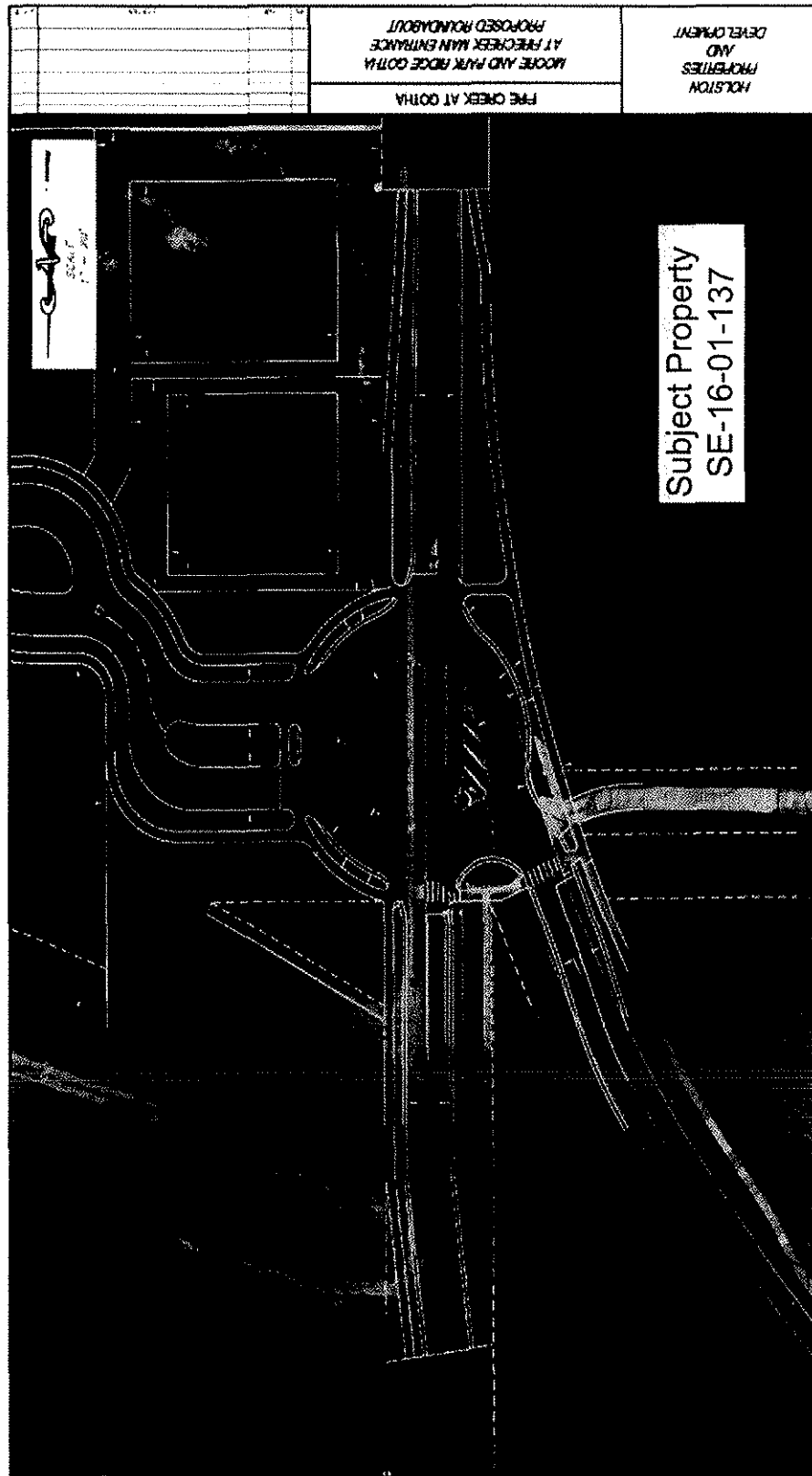
Sincerely yours,

Roxanne Badr





RECEIVED
 NOV 18 2015
 Zoning Division





STAFF REPORT
CASE #SE-16-01-137
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
January 7, 2016
Commission District: 1

GENERAL INFORMATION:

APPLICANT: Roxanne Badr

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception and Variance in the R-CE zoning district as follows:

- 1) Special Exception for a detached Accessory Dwelling Unit (ADU) for applicant's mother; and,
- 2) Variance to construct new principal residence 35 ft. from rear property line in lieu of 50 ft.

(Note: The ADU will be 414 sq. ft. and occupied by the applicant's mother. New residence will be approximately 5,711 sq. ft.).

LOCATION: Southeast corner of Park Ridge Gotha Road and Moore Road.

PROPERTY ADDRESS: Park Ridge Gotha Rd.

PARCEL ID: 33-22-28-3100-21-110

TRACT SIZE: 208 ft. x 213 ft. (AVG)

DISTRICT #: 1

ZONING: R-CE

EXISTING USE(S): Vacant

PROPOSED USE(S): Single Family Residence w/Detached Accessory Dwelling Unit (ADU)

SURROUNDING USES: N – Proposed Fire Creek at Gotha Subdivision
S – Single Family Residence
E – Single Family Residence
W – Single Family Residence

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting approval of a Special Exception and Variance in the R-CE zoning district. The applicant wishes to construct a detached Accessory Dwelling Unit (ADU) for their mother. In addition, they are requesting a variance to allow construction of their new principal residence thirty-five (35) feet from the rear property line in lieu of fifty (50) feet.
2. The ADU will be 414 square feet in size, with one (1) bedroom. The new residence will be approximately 5,711 square feet. The ADU will be connected to the residence by a covered open air walkway.
3. As a result of the construction of a new subdivision to the north of the subject property, a major traffic circle is being proposed. The applicants are requesting the variance to permit them to locate their new home further back from the front property line.
4. There is a considerable existing stand of trees and shrubbery on the property. It is recommended that, if the variance is granted, to the greatest extent possible, trees along the south side of the site which can be preserved outside of any building envelope be retained to help buffer the reduced setback.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated November 18, 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. The accessory dwelling unit shall be used by family members only and shall not be rented out;

4. Construction plans shall be submitted within three (3) years of final County action or this approval becomes null and void;
5. The exterior of the ADU shall match or be complimentary to the exterior of the proposed residence;
6. To the greatest extent possible, unless damaged or diseased, any trees on the south side of the property not located within a building envelope should be retained on the property unless they interfere with site improvements such as pool enclosures; and,
7. The applicant shall be responsible for payment of all applicable fees and assessments including, but not limited to, impact fees.

cc: Roxanne Badr

THRESHOLD, INC
SE-16-01-138

REQUEST: Special Exception in the R-3 zoning district to allow 2 existing modular units to remain.
(Note: On February 2, 2012, the BZA granted approval to this applicant to allow 2 modular units. The BZA approved the request and required removal of the modular units by January 8, 2016. The applicant is requesting no removal date).

ADDRESS: 3550 N Goldenrod Road, Winter Park FL 32792

LOCATION: West side of Goldenrod Rd., 1/2 mile south of University Blvd.

S-T-R: 11-22-30

TRACT SIZE: 6.8 acres

DISTRICT#: 5

LEGAL: BEG 53 FT W & 330 FT N OF THE SE COR OF SE1/4 OF NW1/4 TH W 613.24 FT S 40.22 FT W 301.65 FT N 510.75 FT E 301.65 FT S 149.75 FT E 263.80 FT S 165.10 FT E 346.50 FT S 165.02 FT TO POB IN SEC 11-22-30 SEE 4083/3838 3510/86 6052/3262

PARCEL ID: 11-22-30-0000-00-060

NO. OF NOTICES: 92

DECISION: **APPROVED** the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions (unanimous) (5-0, 1 abstained):

1. Development in accordance with site plan dated December 4, 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. The use of the modular classroom shall initially be limited to no more than 5 years from Orange County approval. The Zoning Manager may grant extensions provided a professionally prepared structural analysis report of the units shows that they remain safe for occupancy and so long as the structures are maintained to the satisfaction of the Zoning Manager. Structural and cosmetic issues shall be corrected in a reasonable time-frame as determined by the Zoning Manager, such period of cure to be a minimum of 30 days; and,
4. The anchors shall be replaced or repaired as indicated in the inspection report dated 12-23-2015. Said repairs shall be completed within 90 days of Orange County approval.

SYNOPSIS: The applicant wants to retain the two (2) modular on the site for an indefinite period of time.

Staff advised the BZA that modular units were meant to be used temporarily. However, the applicant did submit a safety report on the modular units.

It was concluded that some of the anchors have to be replaced. The applicant is agreeable to this solution.

The BZA extended the use of the modular units for another five (5) years.

There was no opposition to this request.



Applicant: Threshold, Inc.

BZA Number: SE-16-01-138

BZA Date: 01/07/2016

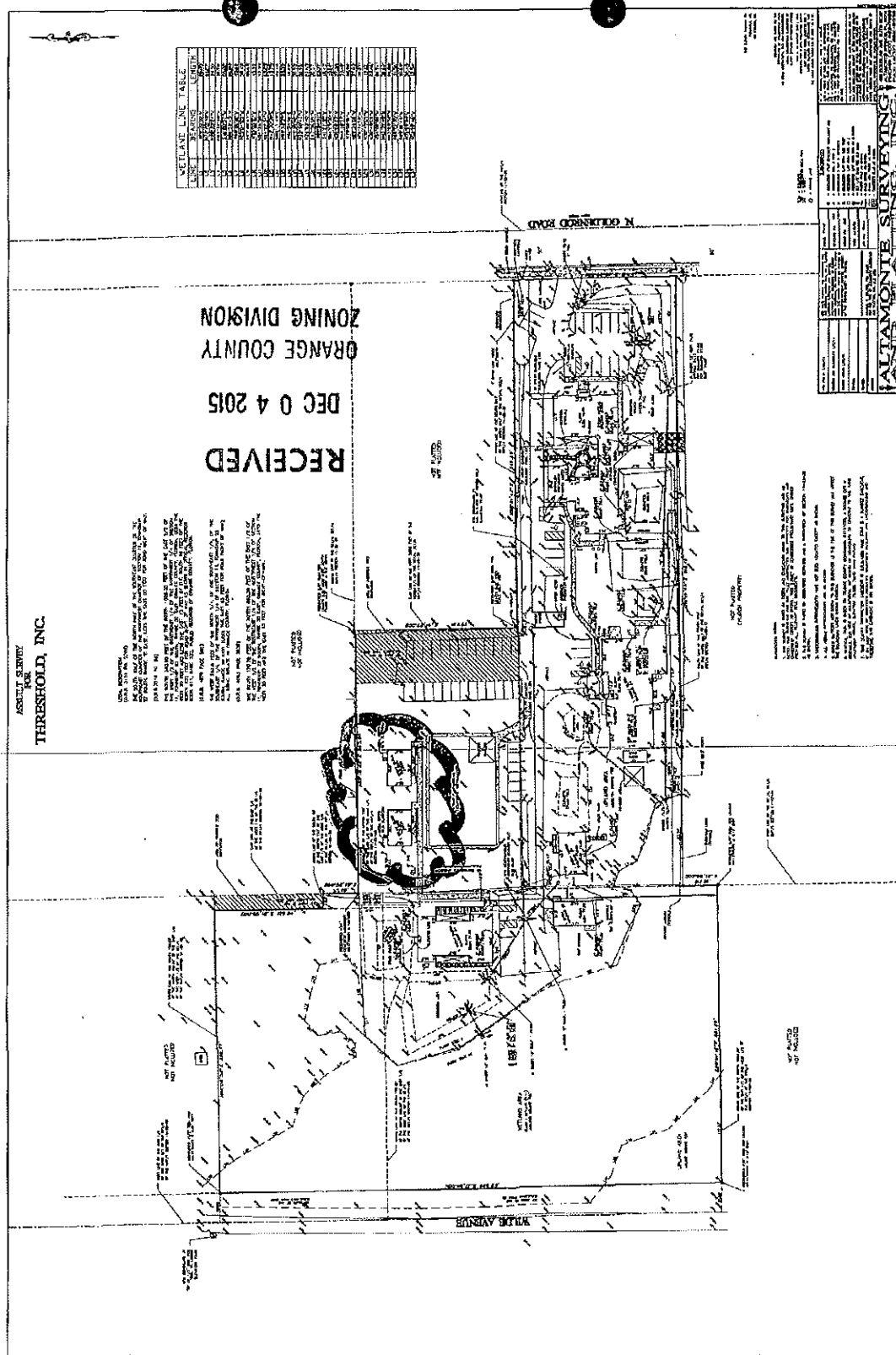
District: 5

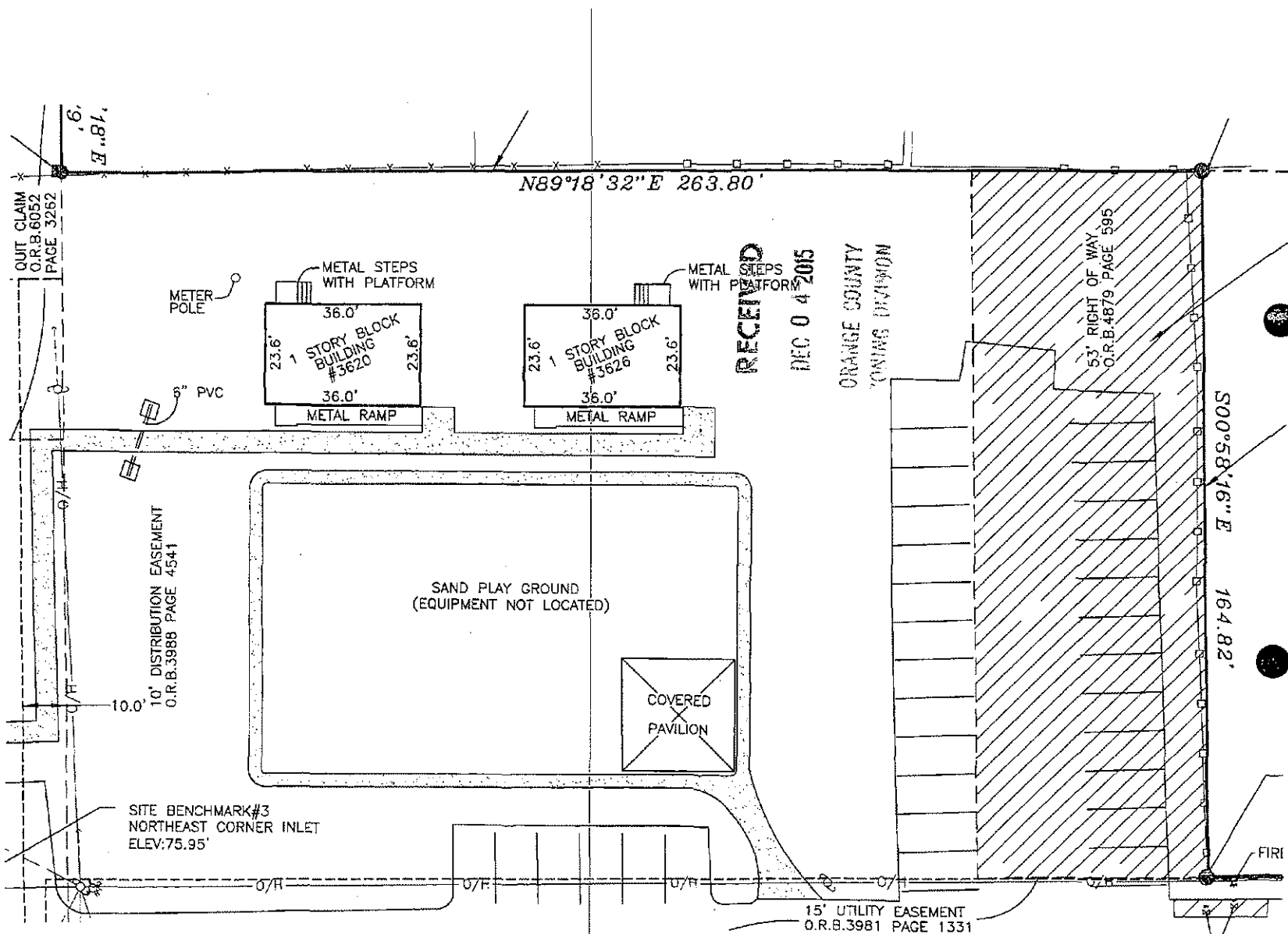
Sec/Twn/Rge: 11-22-30-NW-B

Tract Size: 6.8 acres

Address: 3550 N Goldenrod RD, Winter Park FL 32792

Location: West side of Goldenrod Rd., 1/2 mile south of University Blvd.





GRAY ROBINSON
ATTORNEYS AT LAW

301 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690

BOCA RATON
FORT LAUDERDALE
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

407-843-8880

JASON.SEARL@GRAY-ROBINSON.COM

November 19, 2015

VIA EMAIL (ROCCO.RELVINI@OCFL.NET) ONLY

Rocco Relvini
Orange County Chief Planner (Zoning Division)
201 S. Rosalind Avenue
Orlando, Florida 32802

Re: Devereux Foundation Application for Special Exception to Extend Current Approval of
Modular Classrooms at 3550 N. Goldenrod Rd.

Dear Mr. Relvini:

In connection with the above-referenced matter and as a supplement to my prior, November 17th letter, please let me further elaborate on our subject request. The above location is the longtime home of our client's Devereux Threshold Center for Autism, which center comprises many community and educational treatment and services programs for those children, adolescents and adults with intellectual/developmental disabilities it serves. Previously, in 2012, under SE-12-03-122, a request was approved by Orange County to place two (2) modular buildings at this existing facility for life skills development training of our client's developmentally disabled clients so that they may support their participation in valued routines of our community, including volunteering, job exploration, accessing community resources, and self-advocacy in a setting that is age and culturally appropriate.

Unfortunately, when the County approved this in 2012, an express condition was added that these modular units "must be removed within 3 years" of their Certificate of Occupancy. As you may well imagine, the need for the Devereux Threshold Center for Autism to provide this valued training at this facility continues despite the upcoming expiration of this period. Accordingly, we've submitted our renewed, extension request for these units on November 17th on their behalf. Additionally, you and I have discussed, and I plan to explore further with our client, the provision of a certification to be prepared by a professional as to the safety and suitability of these two (2) modular units for Staff to consider at least one (1) week in advance of our January 7th BZA Meeting agenda placement, and in the hope that such a "date certain" sunset of this approval may not be included in connection with our extension request.

Please do not hesitate to contact me with any questions or comments. Thank you.

Sincerely,


Jason W. Searl

15941516 - 4 9258563 v1

www.gray-robinson.com



STAFF REPORT
CASE #SE-16-01-138
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
January 7, 2016
Commission District: 5

GENERAL INFORMATION:

APPLICANT: Threshold, Inc.

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in the R-3 zoning district to allow 2 existing modular units to remain.

(Note: On February 2, 2012, the BZA granted approval to this applicant to allow 2 modular units. The BZA approved the request and required removal of the modular units by January 8, 2016. The applicant is requesting no removal date).

LOCATION: West side of Goldenrod Rd., 1/2 mile south of University Blvd.

PROPERTY ADDRESS: 3550 N Goldenrod Rd.

PARCEL ID: 11-22-30-0000-00-060

PUBLIC NOTIFICATION: 92

TRACT SIZE: 6.8 acres

DISTRICT #: 5

ZONING: R-3

EXISTING USE(S): School for autistic children

PROPOSED USE(S): To allow 2 modular units to remain

SURROUNDING USES: The site is surrounded by single family residences and apartments.

STAFF FINDINGS AND ANALYSIS:

1. On February 2, 2012, the BZA approved the placement of two (2) modular units on the property. Condition of approval #3 required the removal of the modular units three (3) years from the issuance of the Certificate of Occupancy (CO). The CO was issued on January 8, 2013. The deadline to remove the modular is January 8, 2016. The applicant wants to keep the modular units with no deadline date for removal.
2. Staff advised the applicant to furnish photographs of the modular units which he did. In addition, it was recommended that an analysis of the units be performed by a professional to attest to the structural integrity of those units.
3. Staff advised the applicant that a similar request was discussed at the BZA last month and resulted in a new condition of approval that allowed the units to remain for up to ten (10) years. That condition of approval is included as a condition for this request.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated December 4, 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; and,
3. The use of the modular classroom shall initially be limited to no more than ten (10) years. The Zoning manager shall grant extensions provided a professionally prepared structural analysis report of the units shows that they remain safe for occupancy. Structural issues shall be corrected in a reasonable time-frame as determined by the Zoning Manager, such period of cure to be a minimum of thirty (30) days.

cc: Jason Searle, Applicant's Representative

RICHARD SCHROEDER
SE-16-01-139

REQUEST: Special Exception in the A-2 zoning district to construct a detached Accessory Dwelling Unit (ADU) for applicant's grandparents.
(Note: The ADU will be 1 story and contain approximately 992 sq. ft.)

ADDRESS: 2833 Rock Springs Road, Apopka FL 32712

LOCATION: East side of N. Rock Springs Road, approximately 500 ft. south of E. Ponkan Rd.

S-T-R: 27-20-28

TRACT SIZE: 185 ft. x 236 ft.

DISTRICT#: 2

LEGAL: N 185 FT OF S 832.4 FT OF NW1/4 OF NW1/4 (LESS E 1037 FT & LESS W 50 FT RD R/W) OF SEC 27-20-28

PARCEL ID: 27-20-28-0000-00-081

NO. OF NOTICES: 67

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) (6-0):

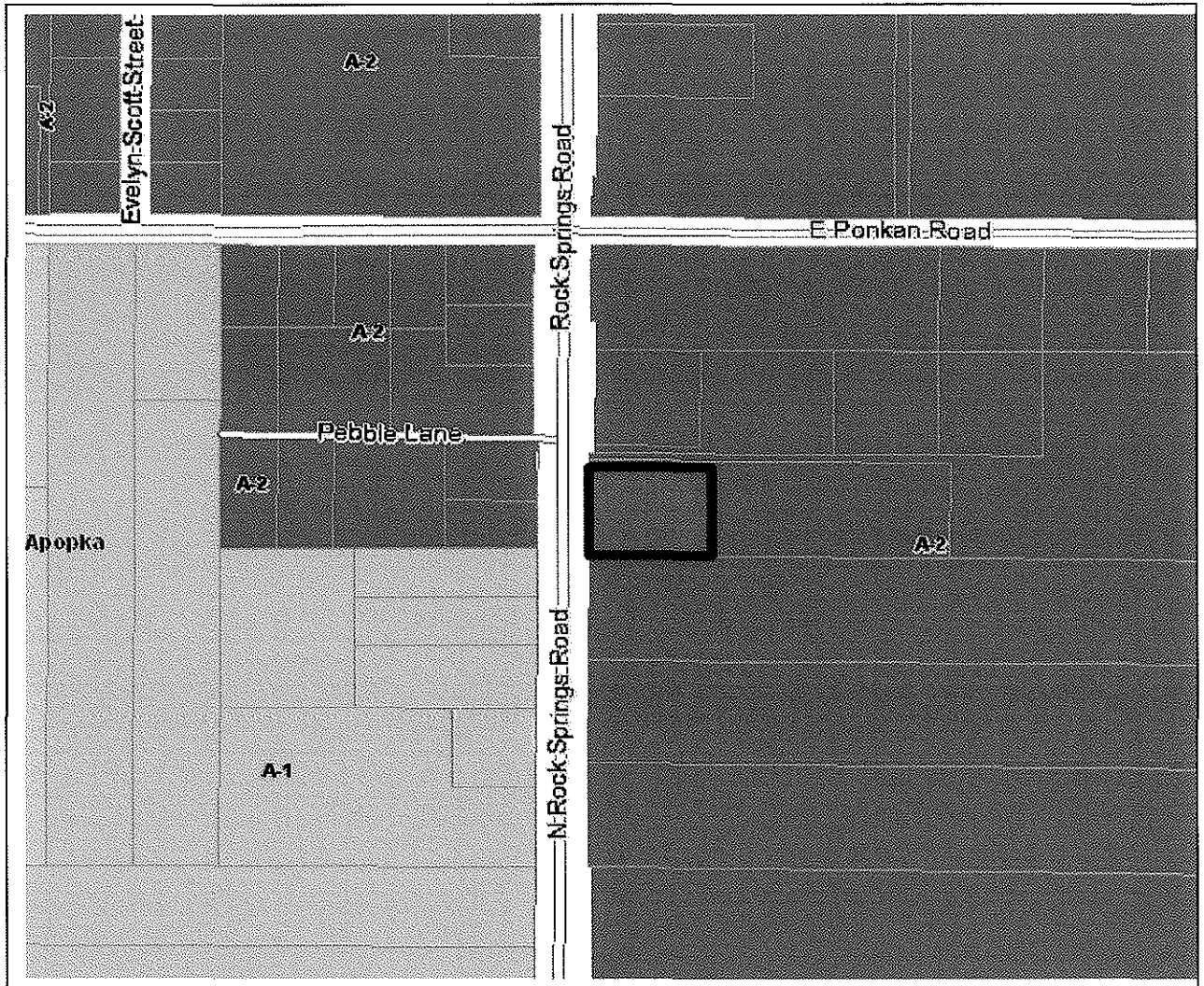
1. Development in accordance with site plan dated November 18, 2015 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) 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. The accessory dwelling unit shall be used by family members only and shall not be rented out;

4. The exterior of the ADU shall match the exterior of the existing single family residence;
5. The applicant shall be responsible for all development fees, including but not limited to impact fees; and,
6. Construction plans shall be submitted within one (1) year or this approval becomes null and void.

SYNOPSIS: The applicant is proposing a detached Accessory Dwelling Unit (ADU) for his grandparents. Staff gave a brief presentation. Staff advised the ADU will be obscured from the rear by dense vegetation. It will be located behind the swimming pool. Staff advised the BZA the request met the intent and spirit of the ADU regulations.

The BZA concluded this request was reasonable.

There was no opposition to this request.



Applicant: Richard Schroeder

BZA Number: SE-16-01-139

BZA Date: 01/07/2016

District: 2

Sec/Twn/Rge: 27-20-28-NW-B

Tract Size: 185 ft. x 236 ft.

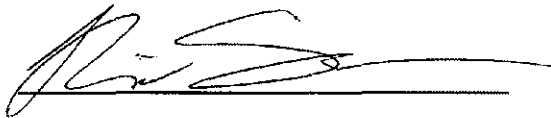
Address: 2833 Rock Springs RD, Apopka FL 32712

Location: East side of N. Rock Springs Road, approximately 500 ft. south of E. Ponkan Rd.

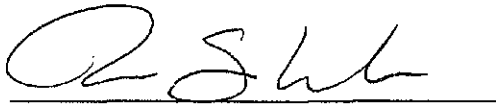
AFFIDAVIT

November 16, 2015

We, the owners of the property located at 2833 Rock Springs Road, Apopka, FL 32712, located in Orange County, do attest that the provisions of Orange County Sec. 38-1426 regarding Accessory Dwelling Units will be complied with. We agree to be responsible to the county for ensuring that they will be complied with and will be responsible for any failure to comply with these provisions.

A handwritten signature in black ink, appearing to read 'Richard Schroeder', written over a horizontal line.

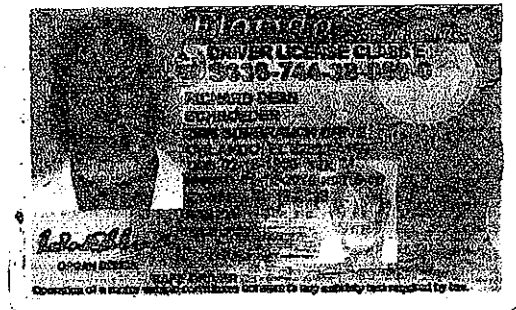
Richard Schroeder

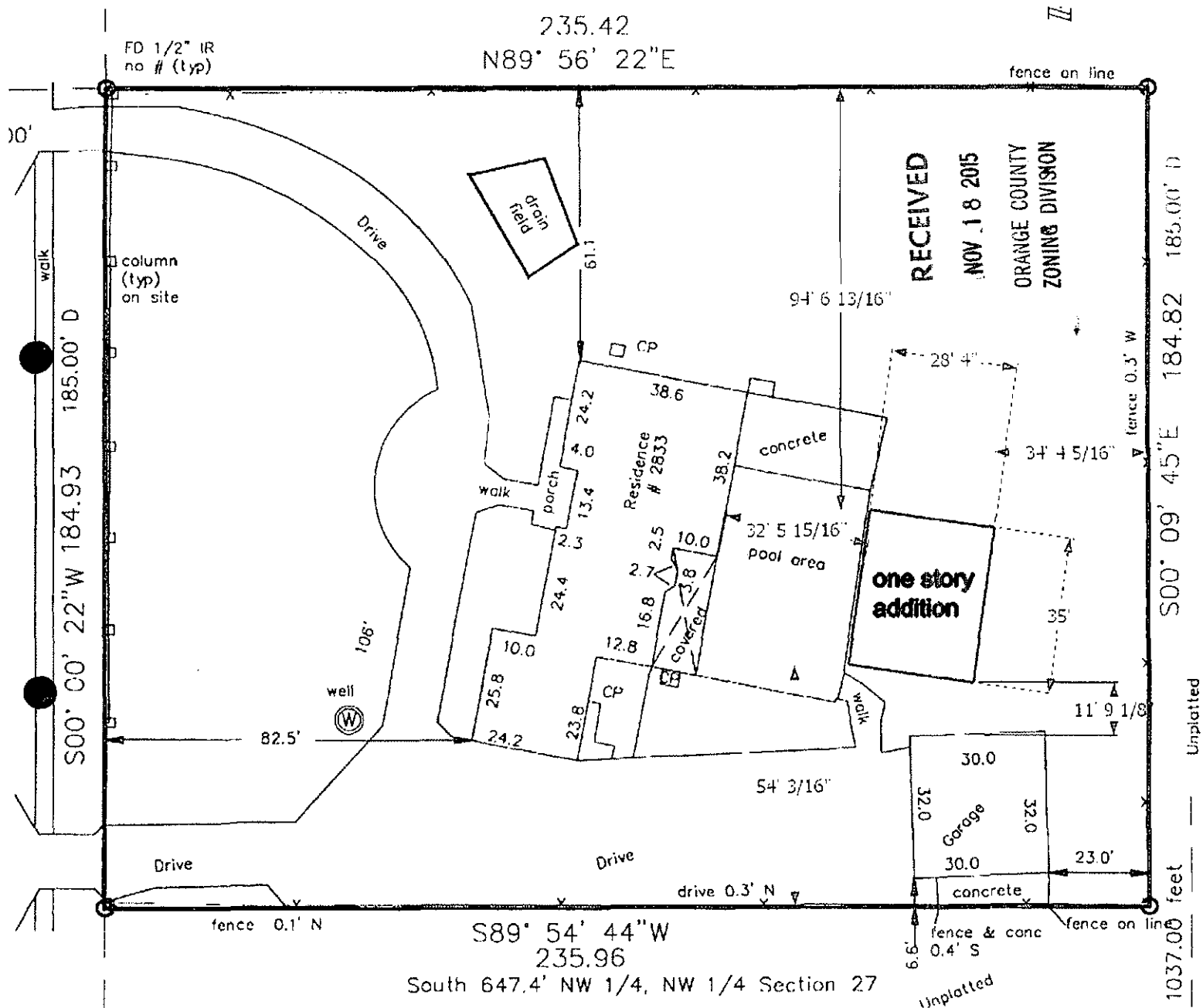
A handwritten signature in black ink, appearing to read 'Rene Schroeder', written over a horizontal line.

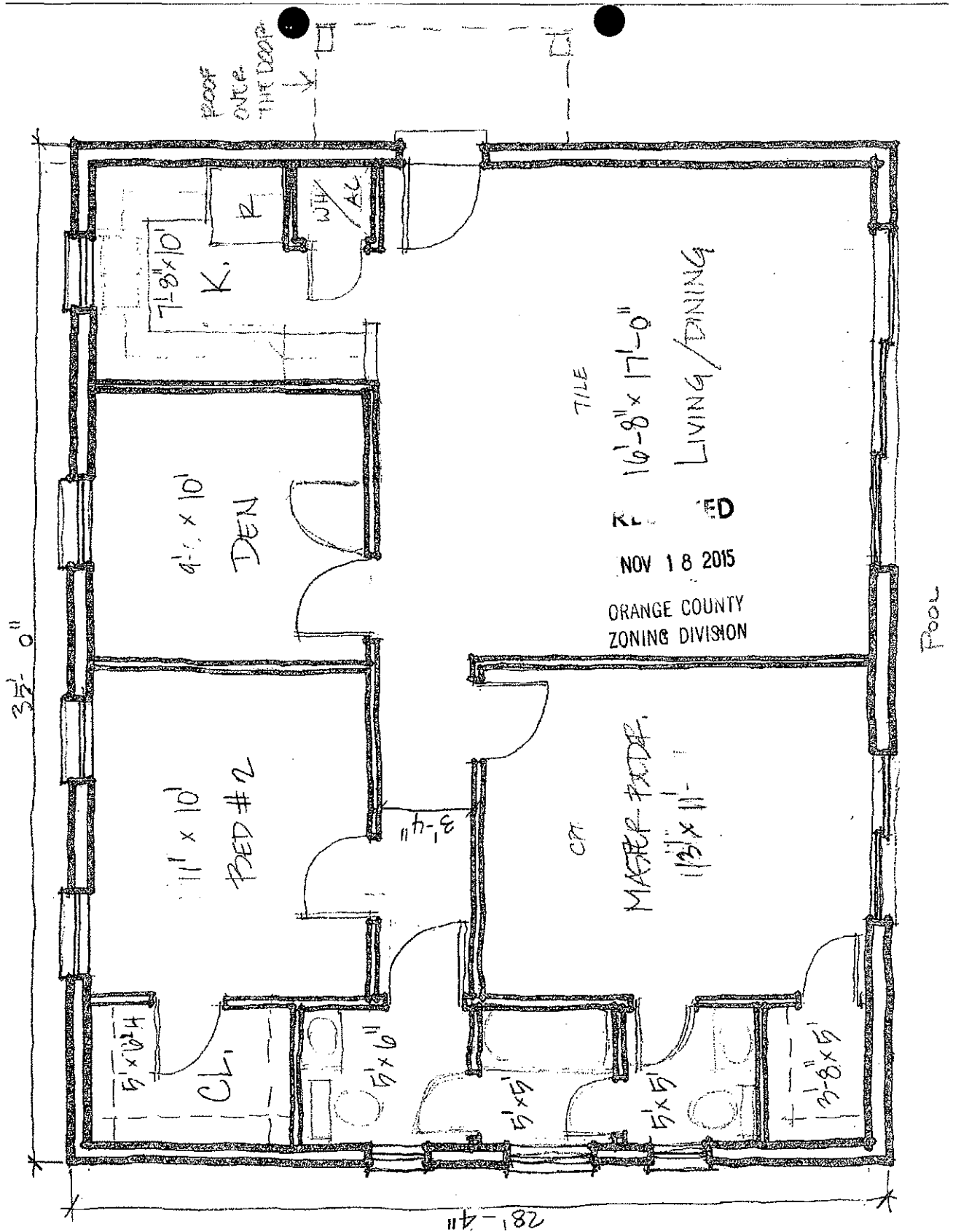
Rene Schroeder

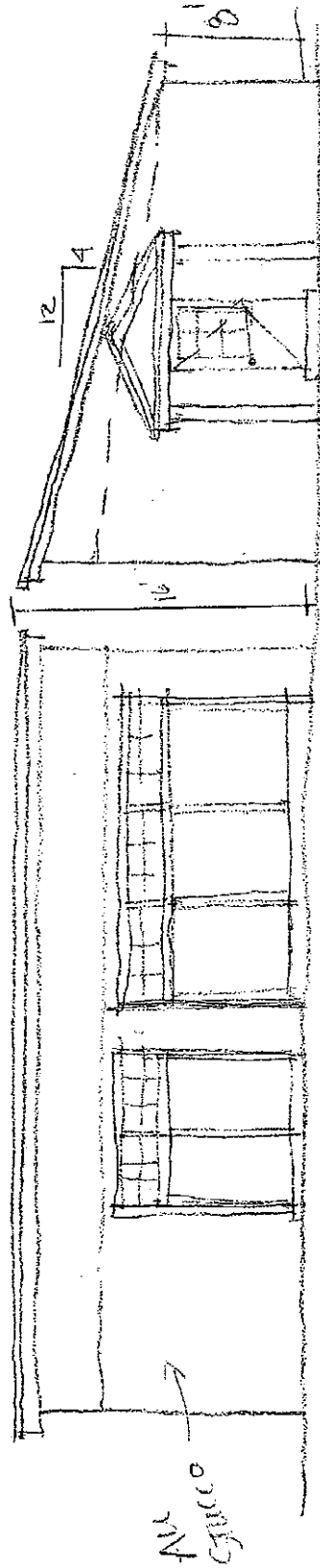
11/16/15

RICHARD AND CELIA SCHROEDER
ARE THE MATERNAL GRAND-
PARENTS OF OWNER RICHARD
K. SCHROEDER.









FINISH TO MATCH EXISTING HOUSE -
PAINT TO MATCH.

RECEIVED
NOV 18 2015
ORANGE COUNTY
ZONING DIVISION



STAFF REPORT
CASE #SE-16-01-139
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
January 7, 2016
Commission District: 2

GENERAL INFORMATION:

APPLICANT: Richard Schroeder

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in the A-2 zoning district to construct a detached Accessory Dwelling Unit (ADU) for applicant's grandparents.

(Note: The ADU will be 1 story and contain approximately 992 sq. ft.).

LOCATION: East side of N. Rock Springs Road, approximately 500 ft. south of E. Ponkan Rd.

PROPERTY ADDRESS: 2833 Rock Springs Rd.

PARCEL ID: 27-20-28-0000-00-081

PUBLIC NOTIFICATION: 67

TRACT SIZE: 185 ft. x 236 ft.

DISTRICT #: 2

ZONING: A-2

EXISTING USE(S): Single Family Residence

PROPOSED USE(S): ADU

SURROUNDING USES: The subject site is surrounding by single family homes on larger sized tracts of land.

STAFF FINDINGS AND ANALYSIS:

1. Applicant proposes a detached Accessory Dwelling Unit (ADU) for his grandparents to live near him.
2. The ADU will contain no more than 980 square feet.
3. The proposed ADU will be located behind the primary residence and swimming pool. To the rear is dense vegetation. Most, if not all of the proposed ADU, will be obscured by the main house and the vegetation. Staff has no objections to this request.
4. Applicant is advised that impact fees will be assessed on this ADU.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated November 18, 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. The accessory dwelling unit shall be used by family members only and shall not be rented out;
4. The exterior of the ADU shall match the exterior of the existing single family residence;
5. The applicant shall be responsible for all development fees including, but not limited to, impact fees; and,

6. Construction plans shall be submitted within one (1) year or this approval becomes null and void.

cc: Richard Schroeder

IVETTE ENSENAT
VA-16-01-140

REQUEST: Variance in R-1 zoning district to allow an addition to single family residence 3 ft. from side (east) property line in lieu of 6 ft.
(Note: This is the result of code enforcement action).

ADDRESS: 5907 Carter Street, Orlando FL 32835

LOCATION: North side of Carter St., west of S. Hudson St.

S-T-R: 25-22-28

TRACT SIZE: 70 ft. x 123 ft.

DISTRICT#: 6

LEGAL: LAKE HILL M/9 LOT 6 & W 20 FT OF LOT 5 BLK C

PARCEL ID: 25-22-28-4484-03-060

NO. OF NOTICES: 67

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) (unanimous) (6-0).

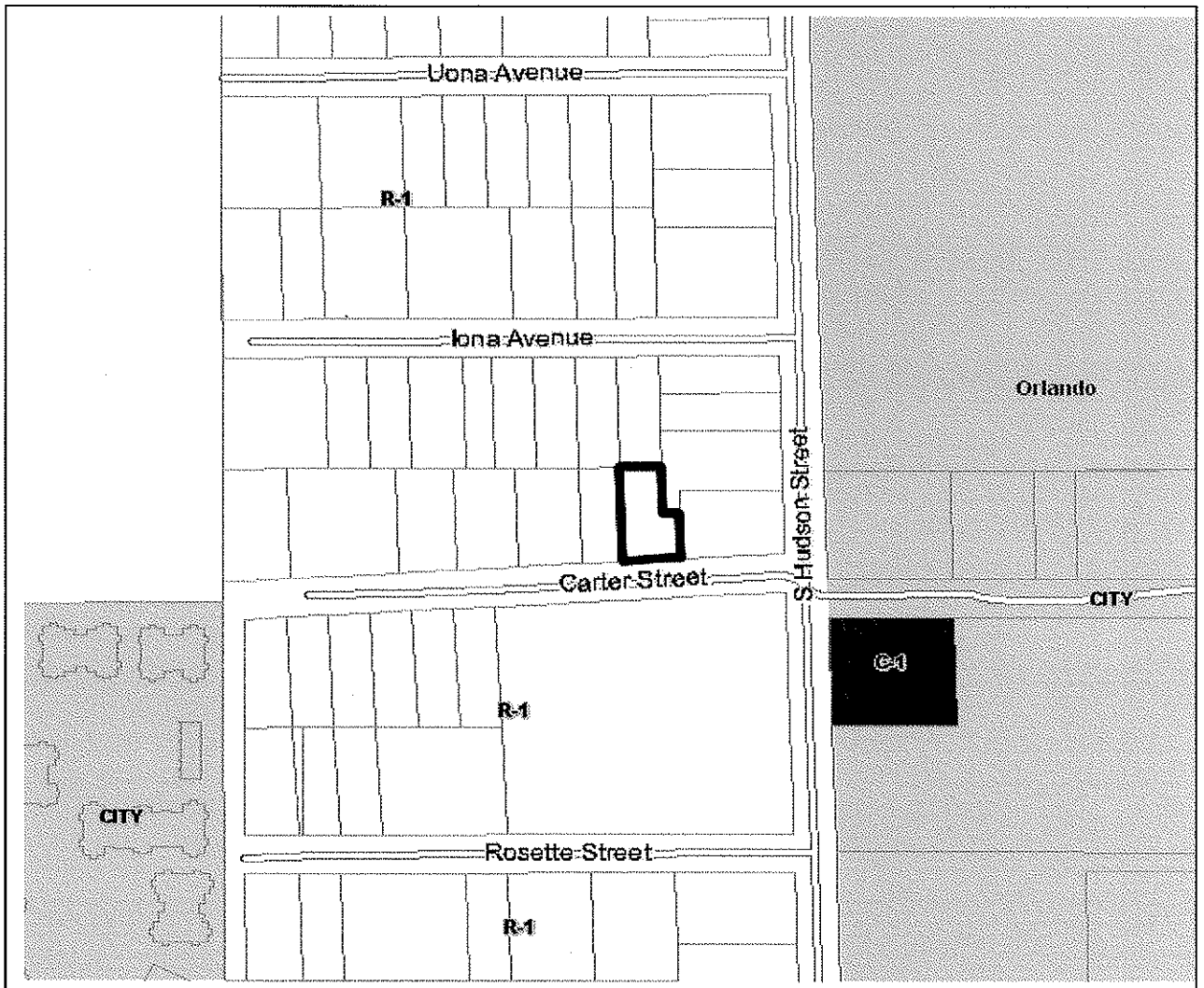
SYNOPSIS: The applicant is requesting a variance to allow an addition to a single family residence three (3) feet from the side property line in lieu of six (6) feet. Staff presented its findings. Staff advised that Code Enforcement had visited the site (since the staff report had been composed) and cited the applicant for operating a rooming house.

The applicant stated the property is a rental house and is leased to one family and they did not know it was being used as a boarding house. They purchased the property 1.5 years ago and began construction one (1) year ago when they hired a contractor, who they assumed pulled permits.

A neighbor spoke against the case, stating the addition was done without permits and that three (3) unrelated individuals with questionable backgrounds were renting rooms there.

Code Enforcement confirmed they visited the site and spoke to two (2) individuals who confirmed that there were three (3) individual renters there. Code Enforcement observed two (2) new bedrooms and a bathroom under construction. The applicant is accruing daily fines for the addition without permits.

The BZA was concerned about the boarding house, and felt that a fifty percent (50%) variance seemed excessive. Staff received no commentaries in favor of the application. The BZA denied the variance.



Applicant: Ivette Ensenat

BZA Number: VA-16-01-140

BZA Date: 01/07/2016

District: 6

Sec/Twn/Rge: 36-22-28-NE-A

Tract Size: 70 ft. x 123 ft.

Address: 5907 Carter ST, Orlando FL 32835

Location: North side of Carter St., west of S. Hudson St.

Ivette Ensenat
PO Box 771552
Orlando, Florida 32872

Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802

November 18, 2015

To the attention of Variance Department:

What is the request for? The request is for a shed in the back side of the house.

Reason for the request? Asking for setback in lieu of 6' *Requesting 3'*

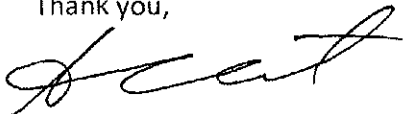
The type of construction proposed? Wood

How many square feet are proposed? See Architectural Design

The proposed dimensions? See Architectural Design

How far away the construction will be from the all property lines, and proposed height? See Architectural Design

Thank you,



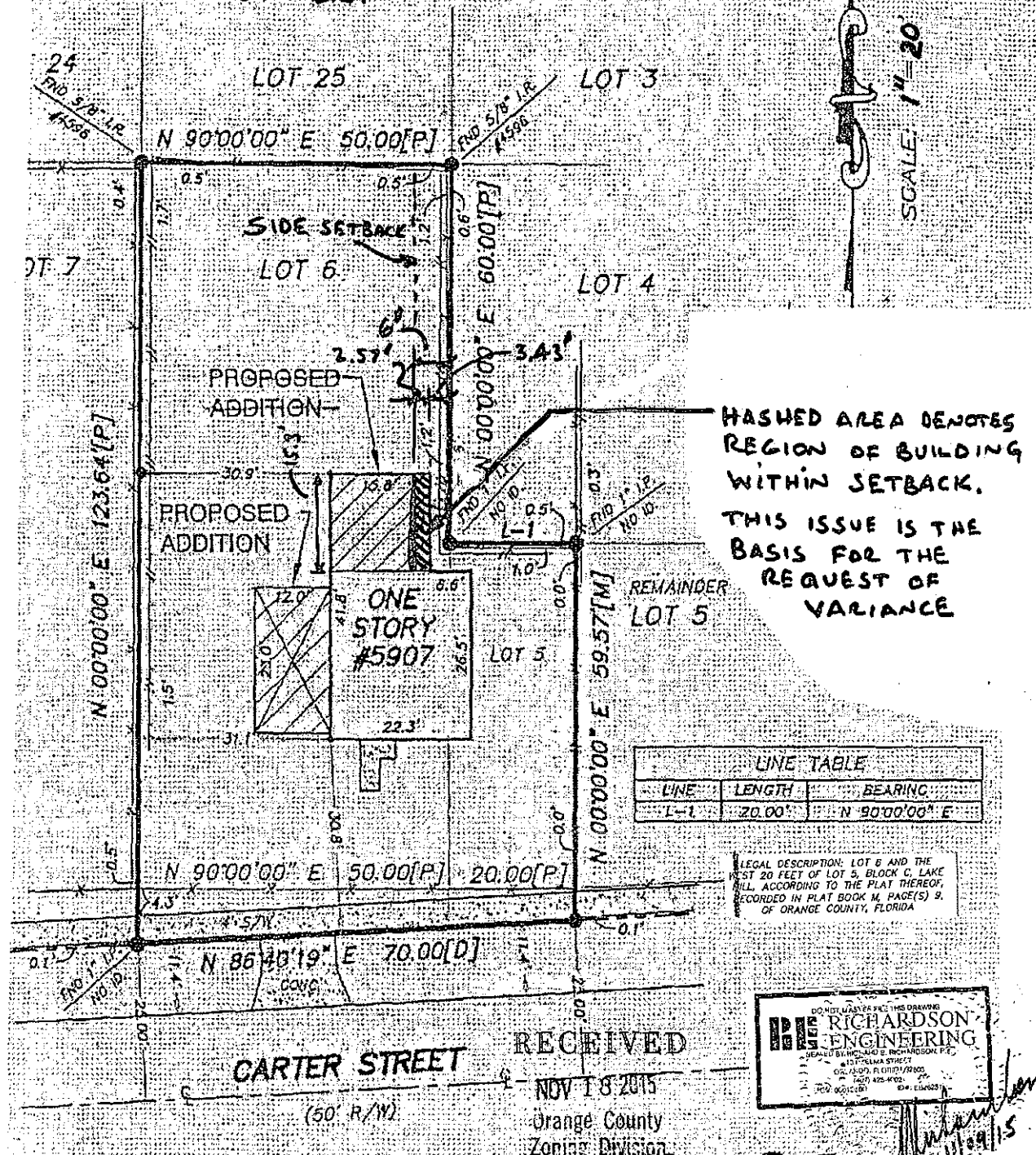
Ivette Ensenat/Owner

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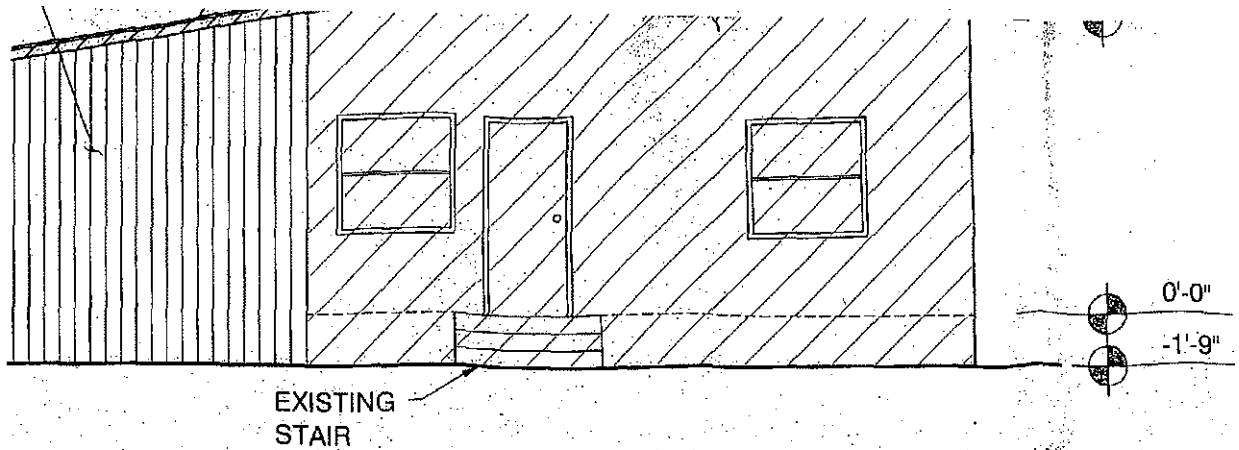
Orange County
Zoning Division

NOTE: THIS IS A PLOT PLAN (NOT A SURVEY)
BASED ON DIMENSIONS PROVIDED BY
OWNER.



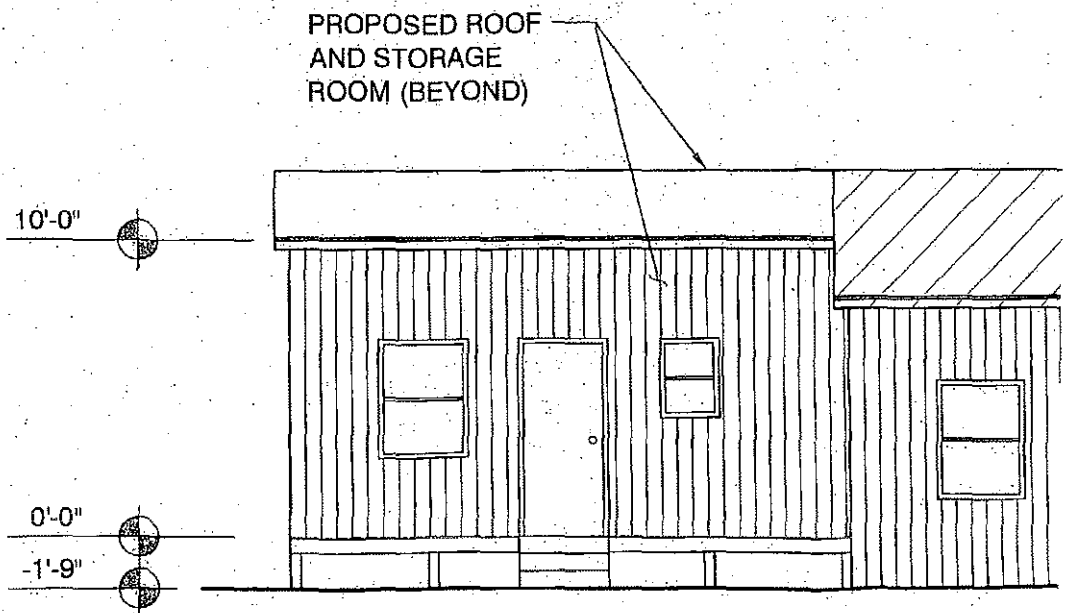
SITE PLAN SHOWING CAUSE FOR
REQUEST OF VARIANCE.

[of]



FRONT ELEVATION

SCALE: $\frac{3}{16}" = 1'-0"$



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NOV 18 2015
Orange County
Zoning Division

SIDE ELEVATION

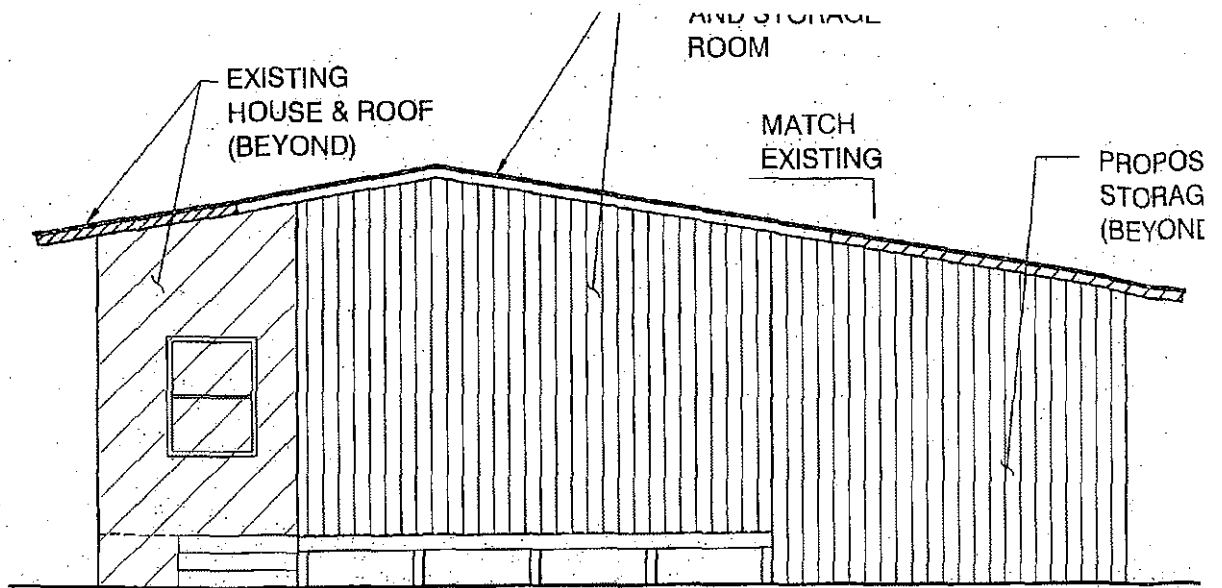
SCALE: $\frac{3}{16}"$

DESCRIPTION OF WORK

ALTERATIONS PER FLORIDA

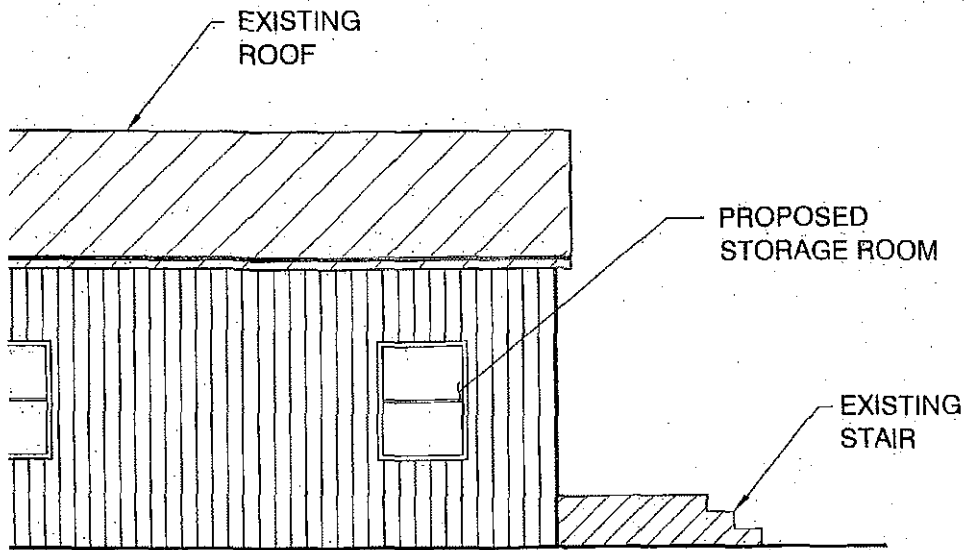
SCOPE OF WORK

ADD NEW STORAGE ROOMS ON SIDE
AND REAR OF EXISTING HOUSE,
IMPROVE EXISTING WINDOW AND ADD



REAR ELEVATION

SCALE: $\frac{3}{16}" = 1'-0"$



ELEC
TYPE

VATION

LE: $\frac{3}{16}" = 1'-0"$

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NOV 18 2015
Orange County
Zoning Division



STAFF REPORT
CASE #VA-16-01-140
Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
01/07/2016
Commission District: 6

GENERAL INFORMATION:

APPLICANT: Ivette Ensenat

REQUEST: Variance in R-1 zoning district to allow an addition to single family residence 3 ft. from side (east) property line in lieu of 6 ft.

(Note: This is the result of code enforcement action).

LOCATION: North side of Carter St., west of S. Hudson St.

PROPERTY ADDRESS: 5907 Carter St.

PARCEL ID: 25-22-28-4484-03-060

TRACT SIZE: 70 ft. x 123 ft.

DISTRICT #: 6

ZONING: R-1

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a variance to allow an addition to single family residence three (3) feet from side (east) property line in lieu of six (6) feet.
2. The lot has an irregular shape, and expansion of the existing house caused the encroachment.
3. The neighbor's property immediately adjacent to the variance is an unusable portion of yard that 'wraps around' the next neighbor's property.

4. Staff has no objections to this request because:

- a) the request will not adversely impact any quality of life circumstances;
- b) the property backs up to an unusable portion of the neighbor's yard;
- c) the irregular shape of the lot constitutes a hardship that is not self-created; and,
- d) the proposed is minimal and reasonable.

STAFF RECOMMENDATION:

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date-stamped "Received November 18, 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; and,
2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

cc: Ivette Ensenat

**ORLANDO SPRINGS WELLNESS AND RECOVERY CENTER
SE-16-01-141**

REQUEST: Special Exception in the P-O zoning district to allow in-patient and out-patient clinic to include primary care, diagnostics, lab services, and wellness treatment.
(Note: The in-patient component will include up to 56 beds for clients. The proposed uses will occupy 3 of the 8 existing office buildings on-site. Clients will receive treatment/counseling for substance abuse).

ADDRESS: 7936 Forest City Road, Orlando FL 32810

LOCATION: West side of Forest City Road, south of Maitland Boulevard, across from Dianjo Dr.

S-T-R: 28-21-29

TRACT SIZE: 8.86 acres

DISTRICT#: 2

LEGAL: MEDICAL VILLAGE MAITLAND CONDOMINIUM 10926/3171 PAD C

PARCEL ID: 28-21-29-5515-03-000 and 28-21-29-5515-04-000

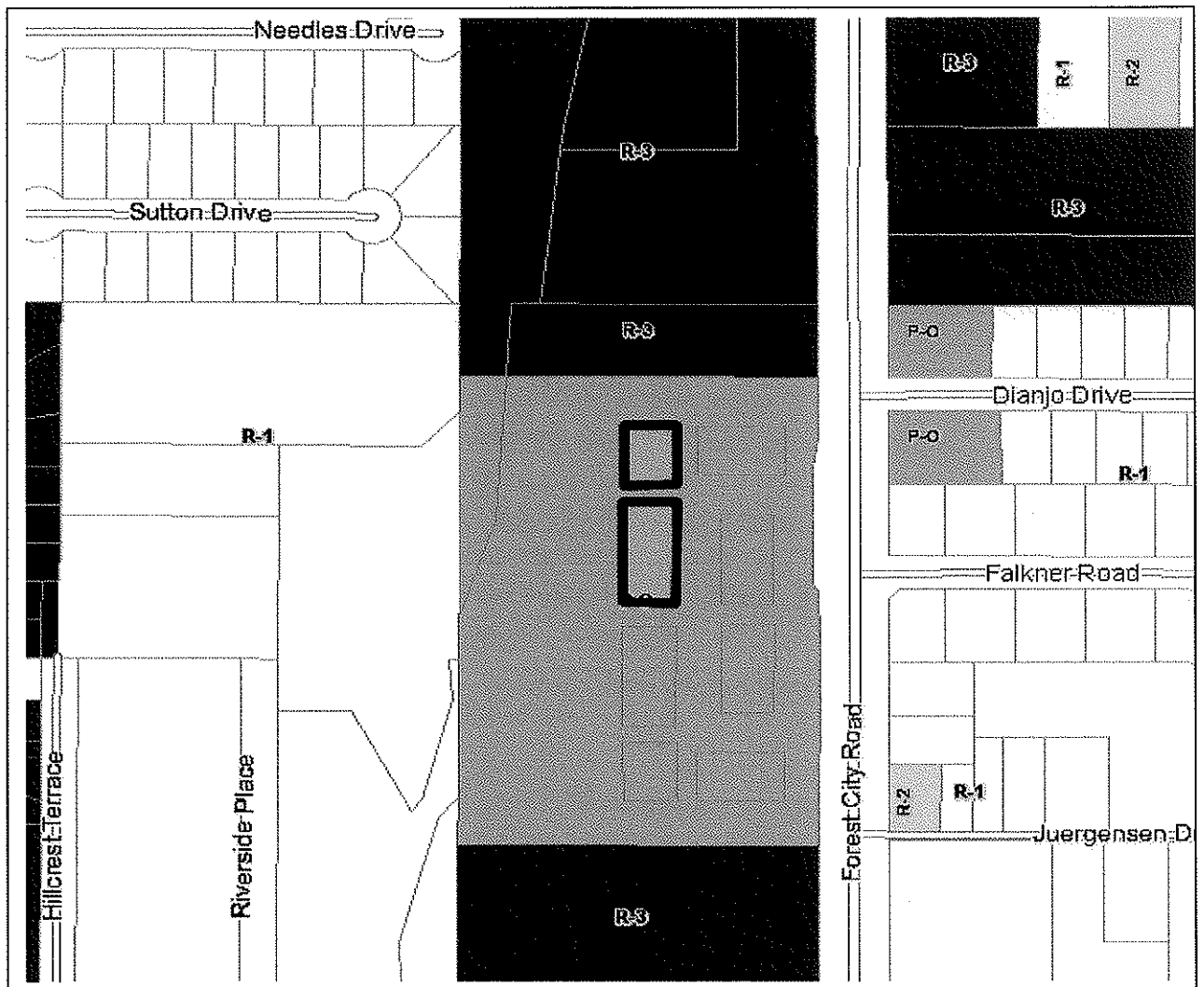
NO. OF NOTICES: 362

DECISION: **CONTINUED** to a date certain after the community meeting is held (unanimous) (5-0, 1 abstained due to temporarily absent).

SYNOPSIS: The applicant is requesting approval of a Special Exception in the P-O zoning district to allow an in-patient and out-patient clinic to include primary care, diagnostics, lab services, and wellness treatment. The in-patient component will include up to fifty-six (56) beds for clients. The proposed uses will occupy three (3) of the eight (8) existing office buildings on-site. Clients will receive treatment/counseling for substance abuse.

Staff noted that a memo outlining concerns and requesting a community meeting had been received the previous day from The People of Lockhart Citizens' Association. Given the history of the BZA in honoring such requests, staff was recommending an indefinite continuance to provide sufficient time to have the community meeting.

The BZA concurred that a request for a community meeting should be honored.



Applicant: Orlando Springs Wellness & Recovery Center

BZA Number: SE-16-01-141

BZA Date: 01/07/2016

District: 2

Sec/Twn/Rge: 28-21-29-SE-D

Tract Size: 8.86 acres

Address: 7936 Forest City RD, Orlando FL 32810

Location: West side of Forest City Road, south of Maitland Boulevard, across from Dianjo Dr.



Majors Investments

November 16, 2015

TO: Orange County Zoning Dept

From: Timothy Majors

RE: Orlando Springs Wellness & Recovery Center

LOCATION: Maitland Health Village @7936 & 7948 Forest City Rd, Orlando, FL

This conditional use request is for Orlando Springs Wellness and Recovery Center. Orlando Springs will be part of the Maitland Health Village 8 building 107,000 S.F. State of the Art, Multi-Specialty Complex.

The Maitland Health Village will provide a full complement of health services including General Practice Care, Radiology, Diagnostics, Lab Services and Wellness Treatment.

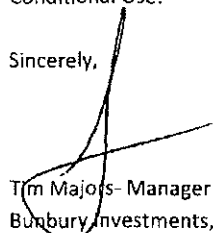
The single story Orlando Springs facility to be located in buildings C&D and will incorporate a 24 hour / 7 days per week Resident Building with individual suites & sitting areas, See floor plan. The single story Commons Building will contain support facilities for counseling, fitness, group dining and a theatre room. A private courtyard will border the west edge of the 2 buildings featuring a lap pool, spa, meditation gardens and group sitting areas. All separated from the outside world by a beautiful 8ft garden wall and extensive landscaping.

The site is bordered along the West & North side by a natural wetlands and is not adjacent to any developed property. Attached is the Parking Tabulation for the entire site utilizing parking requirements for each use.

The Orlando Springs patients will not be allowed to have a car available for use. Trips outside the property will be provided by shuttle service. The facility will have full time access control with video surveillance, on site 24-hour security, and WILL NOT INCLUDE ANY DETOXIFICATION SERVICES.

The Orlando Springs Wellness and Recovery Center will be a tremendous asset to the community along with the other components of the Maitland Health Village and we respectfully request the approval of this Conditional Use.

Sincerely,


Tim Majors- Manager
Burbury Investments, LLC



2106 N Orange Ave Suite 200 Orlando, FL 32804 | (407) 228-9950 | fax: (407) 228-9951 | majorsinvestments.com



Majors Investments

November 16, 2015

TO: Orange County Zoning Dept

From: Timothy Majors

RE: Orlando Springs Wellness & Recovery Center

Maitland Health Village

Bldg C-7936 28-21-29-SSIS-03-000
Bldg D-7948 28-21-29-SSIS-04-000

This conditional use request is for Orlando Springs Wellness and Recovery Center. Orlando Springs will be part of the Maitland Health Village 8 building 107,000 S.F. State of the Art, Multi-Specialty Complex.

The Maitland Health Village will provide a full complement of health services including Primary Care, Diagnostics, Lab Services and Wellness Treatment.

The single story Orlando Springs facility will incorporate a Resident Building with individual suites & sitting areas. The single story Commons Building will contain private offices for counseling, fitness, group dining and a theatre room. A private courtyard will border the west edge of the 2 buildings featuring a lap pool, spa, meditation gardens and group sitting areas. All separated from the outside world by a beautiful 8ft garden wall and extensive landscaping.

The facility will have full time access control with video surveillance. The Orlando Springs Wellness and Recovery Center will be a tremendous asset to the community along with the other components of the Maitland Health Village and we respectfully request the approval of this Conditional Use.

Sincerely,

Tim Majors
Manager
Bunbury Investments, LLC

RECEIVED

NOV 18 2015
Orange County
Zoning Division



Orange Ave Suite 200 Orlando, FL 32804 | (407) 228-9950 | fax: (407) 228-9951 | majorsinvestments.com

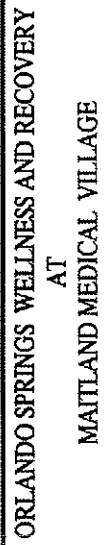
MEDICAL VILLAGE AT MAITLAND
PARKING TABULATION

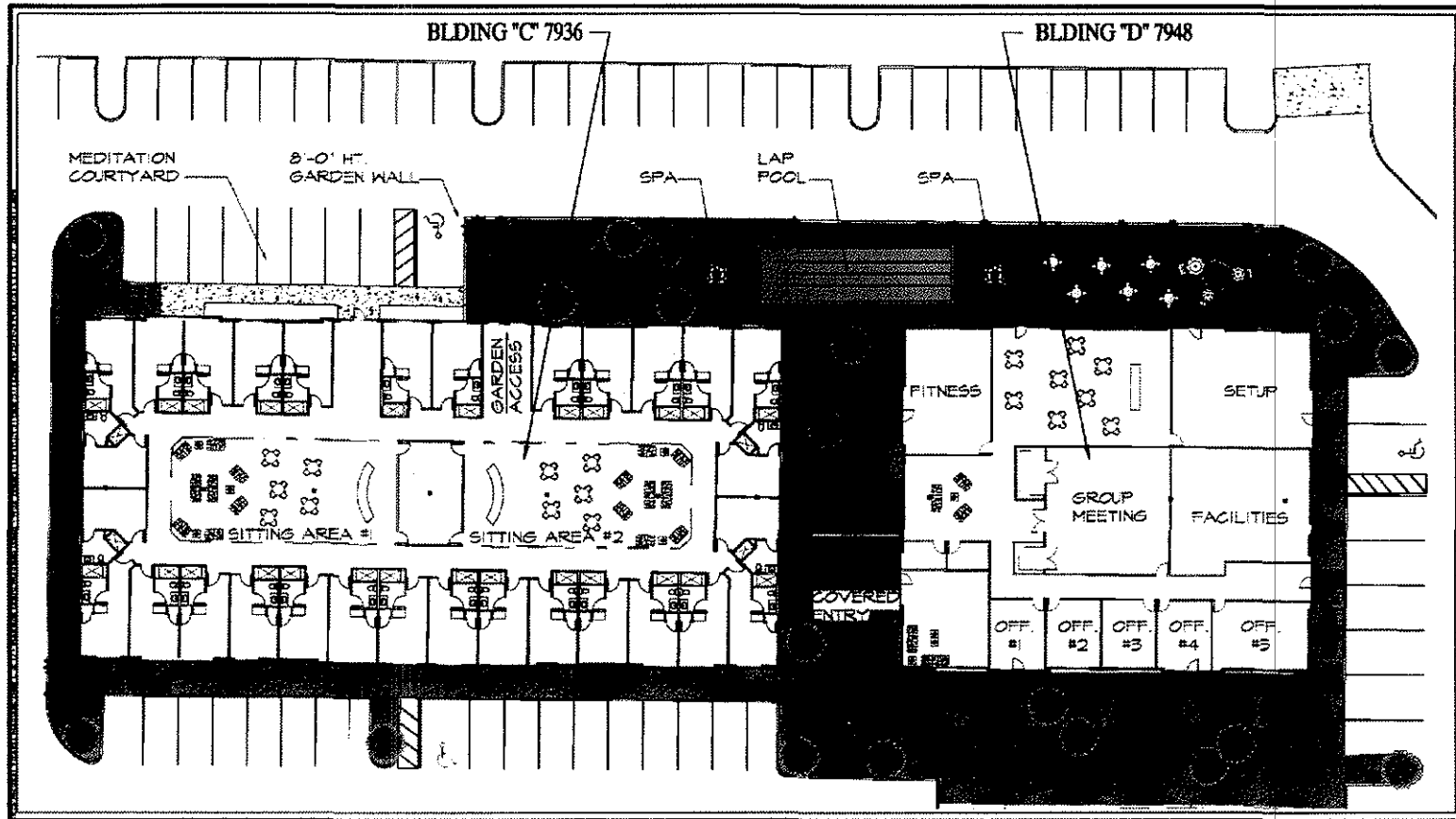
<u>BUILDING</u>	<u>USE</u>	<u>PARKING</u> <u>AT 2 PER EXAM RM</u>	<u>PARKING</u> <u>1 PER EMPLOYEE</u>	<u>OFFICE PARKING</u> <u>1 PER 200 S.F.</u>	<u>PARKING- SLEEP ROOMS</u> <u>2 PER ROOM</u>	<u>TOTAL PARKING</u> <u>REQUIRED</u>
A	MEDICAL	32	15			47
B	LAB	4	14	26		44
C & D	RECOVERY				56	56
E	MEDICAL	46	15			61
F	MEDICAL	52	18	10		80
G	LAB		12	20		32
H	MEDICAL/ OFFICE	40	15	9		64
TOTAL		174	89	65	56	384
TOTAL PARKING REQUIRED		384				
TOTAL PARKING PROVIDED		398				



DEC 09 2015

Zoning Division



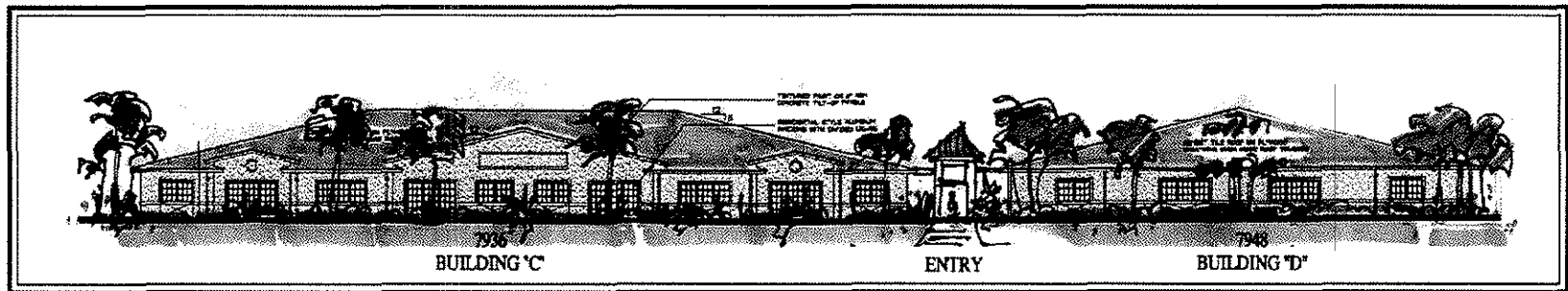


ORLANDO SPRINGS WELLNESS AND RECOVERY
AT
MAITLAND MEDICAL VILLAGE



RECEIVED
DEC 09 2015
Zoning Division

10/20/2015 10:00 AM 10/20/2015 10:00 AM 10/20/2015 10:00 AM 10/20/2015 10:00 AM 10/20/2015 10:00 AM 10/20/2015 10:00 AM 10/20/2015 10:00 AM 10/20/2015 10:00 AM 10/20/2015 10:00 AM 10/20/2015 10:00 AM



ORLANDO SPRINGS WELLNESS AND RECOVERY
 AT
 MAITLAND MEDICAL VILLAGE



RECEIVED

DEC 09 2015

Zoning Division



STAFF REPORT
CASE #SE-16-01-141
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
January 7, 2016
Commission District: 2

GENERAL INFORMATION:

APPLICANT: Orlando Springs Wellness & Recovery Center

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in the P-O zoning district to allow in-patient and out-patient clinic to include primary care, diagnostics, lab services, and wellness treatment.

(Note: The in-patient component will include up to 56 beds for clients. The proposed uses will occupy 3 of the 8 existing office buildings on-site. Clients will receive treatment/counseling for substance abuse).

LOCATION: West side of Forest City Road, south of Maitland Boulevard, across from Dianjo Dr.

PROPERTY ADDRESS: 7948 Forest City Rd.

PARCEL ID: 28-21-29-5515-03-000 & 28-21-29-5515-04-000

TRACT SIZE: 8.86 acres

DISTRICT #: 2

ZONING: P-O

EXISTING USE(S): Medical facility complex

PROPOSED USE(S): Drug and Alcohol Rehab

SURROUNDING USES: N – Church
S – Daycare
E – Single Family Residence
W - Retention

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a Special Exception in the P-O zoning district to allow an in-patient and out-patient clinic, which is to include primary care, diagnostics, lab services, and wellness treatment. No vertical construction is proposed. The office complex exists.
2. The in-patient component will include up to fifty-six (56) beds for clients. The proposed uses will occupy three (3) of the eight (8) existing office buildings on-site. Clients will receive treatment/counseling for substance abuse.
3. The subject property, which consists of eight (8) condominium office buildings and common open space is located on Forest City Road which is a four-lane divided arterial roadway. The other three (3) sides of the site consist of common open space dedicated to the condominium association.
4. The applicant's cover letter indicates that those attending the facility will not have access to personal vehicles. Further, this will not be a detoxification facility, but rather counseling and support for combatting substance abuse. The facility is designed to provide all services on site, such as dining, entertainment, and physical fitness, including a provision of a lap pool.
5. The proposed location for this use is appropriate. Presently, the office complex is vacated. The three (3) buildings to be used are located to the rear of the complex adjacent to wetlands and a heavily treed parcel. Parking is existing. The facility will eventually mix with other medical-related uses. It is anticipated that once the entire complex is occupied, it will provide a variety of medical services for the residents in the surrounding neighborhoods.
6. Staff has concerns about how pharmaceuticals will be dispensed and how clients will be monitored. The applicant needs to provide greater detail about this at the hearing.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated December 9, 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. The facility will be for counseling and treatment of substance abuse only, not as a detoxification facility;
4. The subject property shall be limited to overnight occupancy by no more than fifty-six (56) clients. Any increase in this number must be approved by the BZA;
5. Occupancy shall be limited to no more than _____ consecutive days/weeks by any individual;
6. Signage on each building shall be in accordance with Sec.31.5-72 Orange County Code. Free standing signage for this use shall follow the multi-tenant sign as outlined in Sec. 31.5-67 Orange County Code;
7. There shall be no kitchens in the individual suites; and,
8. Permits shall be obtained within two (2) years or this approval becomes null and void.

cc: Dale Parsons, Applicant's Representative

KEVIN BEHAN
VA-16-01-142

REQUEST: Variance in the P-D zoning district to allow existing retaining wall, deck/patio, and knee wall to remain 2.2 ft. from the rear property line in lieu of 5 ft.
(Note: The improvements were constructed 2.8 ft. into a 5 ft. utility easement. The applicant will be required to secure authorization for the improvements to remain in the easement area. Applicant has secured 2 letters of no objection from his neighbors).

ADDRESS: 12724 Lakebrook Drive, Orlando FL 32828

LOCATION: South side of Lakebrook Dr., north of S. Alafaya Trl., in the Waterford Lakes PD.

S-T-R: 34-22-31

TRACT SIZE: 70 ft. x 139 ft. (AVG)

DISTRICT#: 4

LEGAL: WATERFORD LAKES TRACT N-7 PH 3 32/84 LOT 200 SEE 4483/156

PARCEL ID: 34-22-31-9095-02-000

NO. OF NOTICES: 65

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous) (4-0, 2 abstained due to temporarily absent):

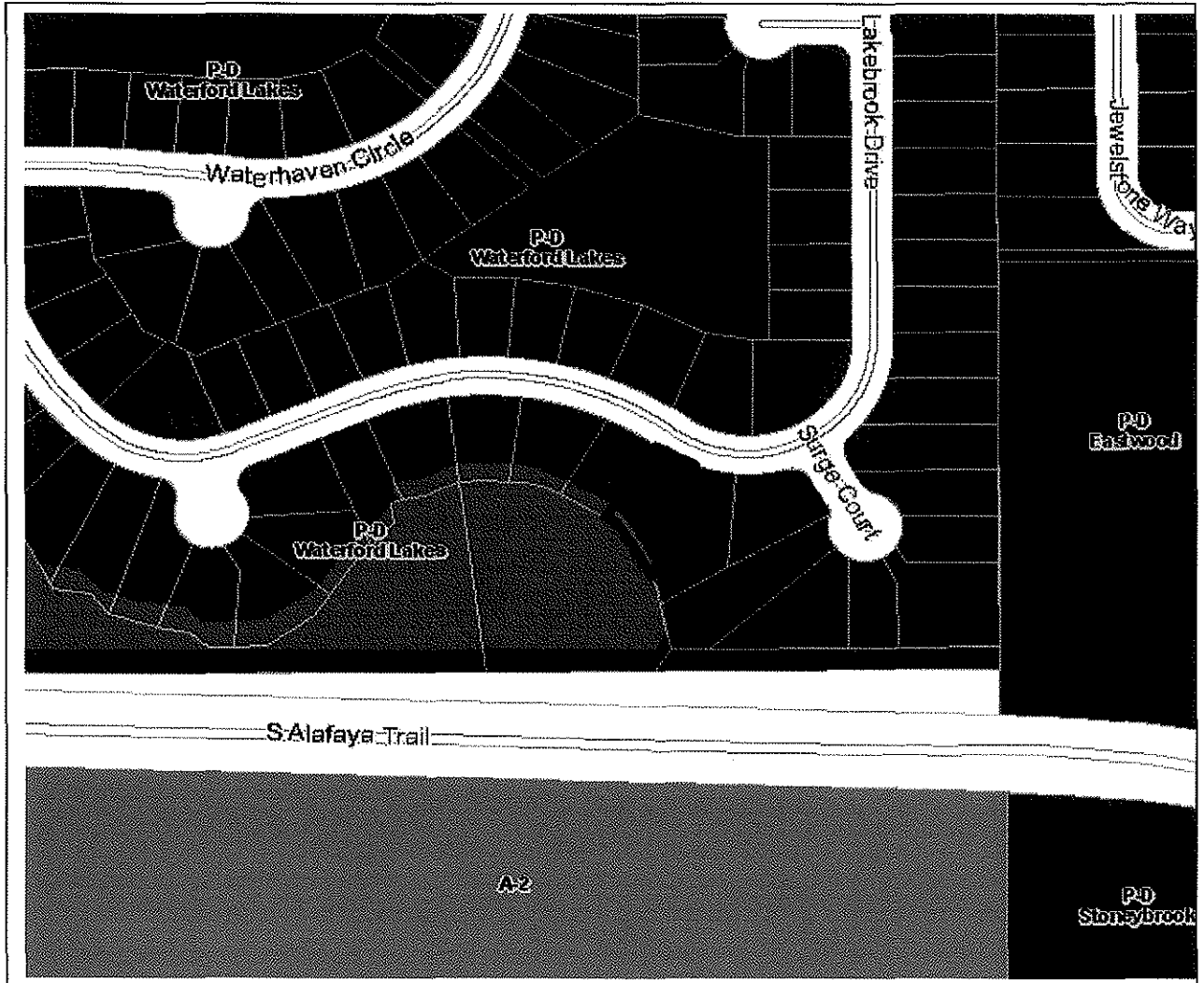
1. Development in accordance with site plan dated November 18, 2015, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) 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. The applicant shall obtain a permit for the deck and wall within ninety (90) days of final County action or this approval becomes null and void; and,
4. Prior to issuance of a permit for the deck and wall, the applicant shall obtain written authorization from the Development Engineering Division of Orange County Public Works Department to encroach within the easement along the southern property line.

SYNOPSIS: The applicant is requesting approval of a variance in the P-D zoning district to allow an existing retaining wall, deck/patio, and knee wall to remain 2.2 ft. from the rear property line in lieu of five (5) feet. Staff noted that the retaining wall was needed due to subsidence in the rear of the lot which caused the pool to shift. The wall was recommended by a structural engineer. Staff noted that the improvements were constructed 2.8 feet into a five (5) foot utility easement. The applicant will be required to secure authorization for the improvements to remain in the easement area.

The applicant has secured two (2) letters of no objection from the most impacted neighbors. The property backs up to a wetland/conservation area, so there will be no one impacted to the south. The applicant noted that once the retaining wall was complete, it just made sense to continue the pool deck/patio to the edge of the wall.

The BZA discussed the case briefly, noting that many make the mistake of thinking that since pavers are more a decorative landscape treatment, no permits are required. The BZA found that the improvements were well done, very attractive, and the most impacted neighbors support the request.



Applicant: Kevin E Behan

BZA Number: VA-16-01-142

BZA Date: 01/07/2016

District: 4

Sec/Twn/Rge: 34-22-31-SE-D

Tract Size: 70 ft. x 139 ft. (AVG)

Address: 12724 Lakebrook DR, Orlando FL 32828

Location: South side of Lakebrook Dr., north of S. Alafaya Trl., in the Waterford Lakes PD.

November 24, 2015

Orange County Board of Zoning Adjustment

201 S. Rosalind Avenue

Orlando, Florida 32801

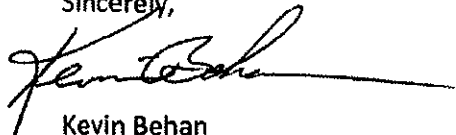
To Whom It May Concern;

I have had an existing wood type patio deck for many years. I recently had a water leak under my pool slab. The wood deck had to be removed to access the leak. The leak was the result of a twisting/shifting of the PVC pipes. An engineer advised this may be due to a land shift possibly caused by the recent work on expanding Alafaya Trail. My home backs up to a wooded area that borders Alafaya. The engineer suggested a retention wall may be necessary to protect the integrity of my pool. I made the decision to accommodate a retaining wall by replacing the wood deck with a paver deck which would include the retaining wall.

The deck was built with a retaining wall that basically runs in a straight line. However, we discovered through the process my property line actually has a slight angle to it. This resulted in a small portion of the retaining wall intruding into the rear setback requirement. I have no neighbor to the rear. My side neighbors have provided letters of no opposition.

Please approve the request as submitted.

Sincerely,

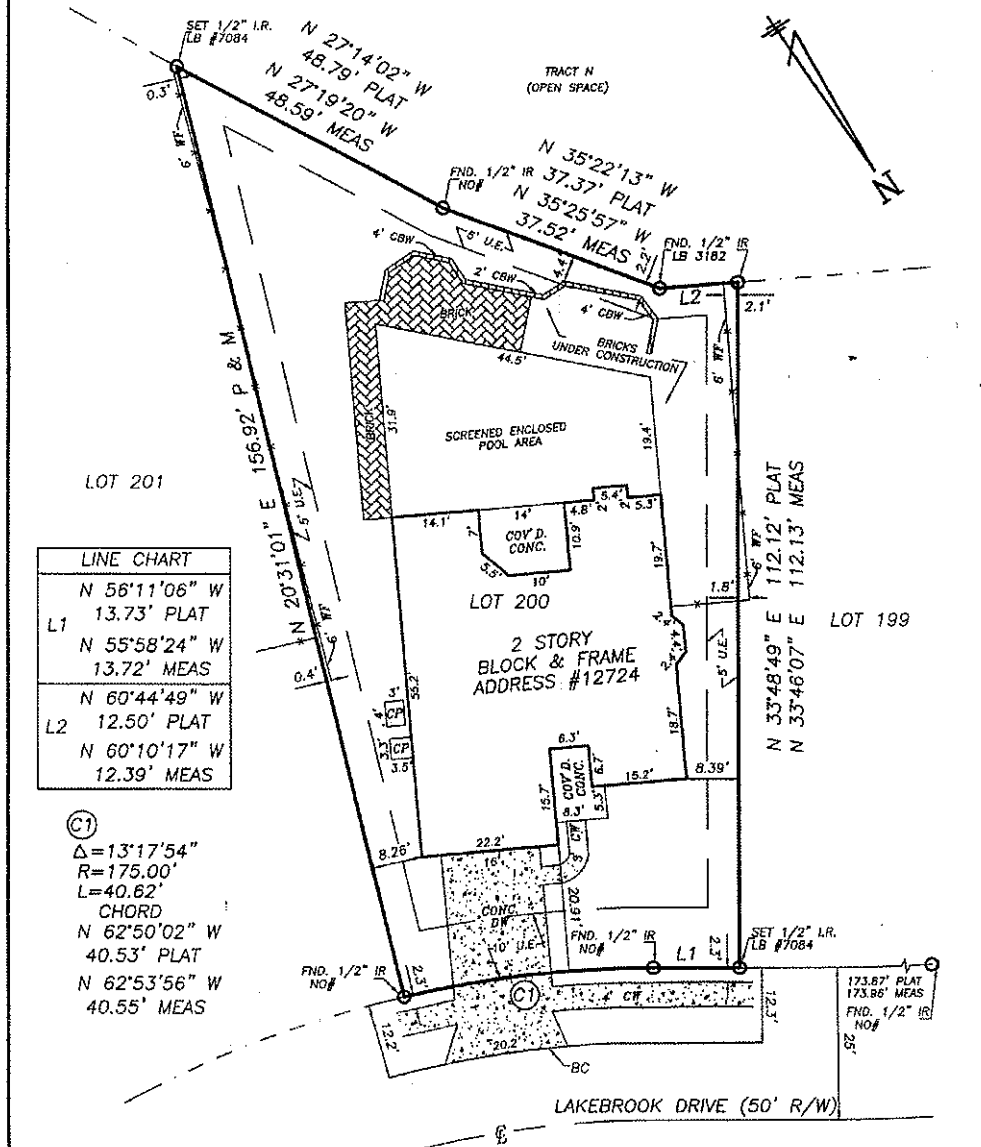
A handwritten signature in black ink, appearing to read "Kevin Behan", with a long horizontal flourish extending to the right.

Kevin Behan

MAP OF SURVEY

DESCRIPTION

LOT 200, WATERFORD LAKES TRACT N-7 PHASE III, AS RECORDED IN PLAT BOOK 32, PAGES 84 AND 85, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



LINE CHART	
N 56°11'06" W	L1
13.73' PLAT	
N 55°58'24" W	
13.72' MEAS	
N 60°44'49" W	L2
12.50' PLAT	
N 60°10'17" W	
12.39' MEAS	

(C1)
 $\Delta = 13'17.54"$
 $R = 175.00'$
 $L = 40.62'$
 CHORD
 N 62°50'02" W
 40.53' PLAT
 N 62°53'56" W
 40.55' MEAS

OFF OC32-85-LOT200

NOTE: UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

BOUNDARY SURVEY CERTIFIED TO: KEVIN E. BEHAN & MARILYN GAIL M. BEHAN

FIELD DATE: OCT. 12, 2015

SCALE: 1" = 20' DRAWN BY: DR/AR

BEARING STRUCTURE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKEBROOK DRIVE.

THIS BUILDING/LOT IS IN FLOOD ZONE X, BASED ON FLOOD INSURANCE RATE MAP, NO. 120179 0260 F, ORANGE COUNTY, FLORIDA.

LEGEND	
BC - BACK OF CURB	IR - IRON ROD
CALC - CALCULATED	L - ARC LENGTH
CL - CENTERLINE	LB - LICENSE BUSINESS
CA - CENTRAL ANGLE	MEAS - MEASURED
CLF - CHAIN LINK FENCE	MS - METAL SHED
CONC - CONCRETE	N&D - NAIL & DISK
CBW - CONCRETE BLOCK WALL	N - NUMBER
CN - CONCRETE MONUMENT	OE - OVERHEAD ELECTRICAL
CP - CONCRETE PAD	OL - ON LINE
CW - CONCRETE WALKWAY	POB - POINT OF BEGINNING
COVD - COVERED	POC - POINT OF COMMENCEMENT
DESC - DESCRIPTION	PC - POINT OF CURVATURE
DW - DRIVEWAY	PP - POWER POLE
DE - DRAINAGE EASEMENT	P&M - PLAT & MEASURED
ESMT - EASEMENT	R - RADIUS
E/P - EDGE OF PAVEMENT	R/W - RIGHT OF WAY
FFE - FINISHED FLOOR ELEVATION	TYP - TYPICAL
FND - FOUND	UE - UTILITY EASEMENT
IP - IRON PIPE	UB - UTILITY BOX
	WF - WOOD FENCE
	>>> - CUY WIRE ANCHOR

M.A.P. Land Surveying, Inc.

4616 Curry Ford Rd.
 Suite C
 Orlando FL 32812
 PH. 407 806 4567
 FAX 407 277 3778

E-Mail: Maplandsurvey@cfi.rr.com LB #7084

Andrew Perry
 Andrew Perry, P.S.M.
 Professional Surveyor & Mapper #6124
 "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL, OR THE ELECTRONIC SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."

RECEIVED
 NOV 18 2015
 Zoning Division



STAFF REPORT
CASE #VA-16-01-142
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
01/07/16
Commission District: 4

GENERAL INFORMATION:

APPLICANT: Kevin E Behan

REQUEST: Variance in the P-D zoning district to allow existing retaining wall, deck/patio, and knee wall to remain 2.2 ft. from the rear property line in lieu of 5 ft.

(Note: The improvements were constructed 2.8 ft. into a 5 ft. utility easement. The applicant will be required to secure authorization for the improvements to remain in the easement area. Applicant has secured 2 letters of no objection from his neighbors).

LOCATION: South side of Lakebrook Dr., north of S. Alafaya Trl., in the Waterford Lakes PD.

PROPERTY ADDRESS: 12724 Lakebrook Dr.

PARCEL ID: 34-22-31-9095-02-000

TRACT SIZE: 70 ft. x 139 ft. (AVG)

DISTRICT #: 4

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a variance in the P-D zoning district to allow an existing retaining wall, deck/patio, and knee wall to remain 2.2 feet from the rear property line in lieu of five (5) feet.
2. The applicant constructed the retaining wall after learning from a structural engineer that the rear of the subject property was shifting, causing the existing pool to also begin to shift. Once the wall was installed, it was decided that the pool deck should be enlarged to the retaining wall.

3. As the work was done without the benefit of obtaining a building permit, the wall and a portion of the deck now fall within a five (5) foot setback, and a five (5) foot utility easement. As a result of this action, the property is under code enforcement action.
4. The utility easement is due to a generic note on the plat for this subdivision which reserves a five (5) foot utility easement along all side and rear lot lines, whether they will ever be used or not.
5. The property backs up to environmentally sensitive open space. There will be no impacted property owners.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated November 18, 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. The applicant shall obtain a permit for the deck and wall within ninety (90) days of final County action or this approval becomes null and void. The Zoning Manager may grant an extension due to extenuating circumstances; and,
4. Prior to issuance of a permit for the deck and wall, the applicant shall obtain written authorization from the Development Engineering Division of Orange County Public Works Department to encroach within the utility easement along the southern property line.

cc: Kevin E Behan

SAVE A LIFE PET RESCUE, INC.
SE-16-01-143

REQUEST: Special Exception in the A-2 zoning district to construct a 3,600 sq. ft. pet rescue shelter; and, a Variance to allow unpaved parking in lieu of paved.
(Note: The pet shelter will not have any outdoor runs or outdoor compounds and will be accessible only to staff and volunteers. It will not be opened to the general public).

ADDRESS: 609 S West Christmas Road, Christmas FL 32709

LOCATION: East side of S. West Christmas Rd., 200 ft. north of E. Colonial Dr., 1/4 mile west of S. Fort Christmas Rd.

S-T-R: 32-22-33

TRACT SIZE: 6.9 acres

DISTRICT#: 5

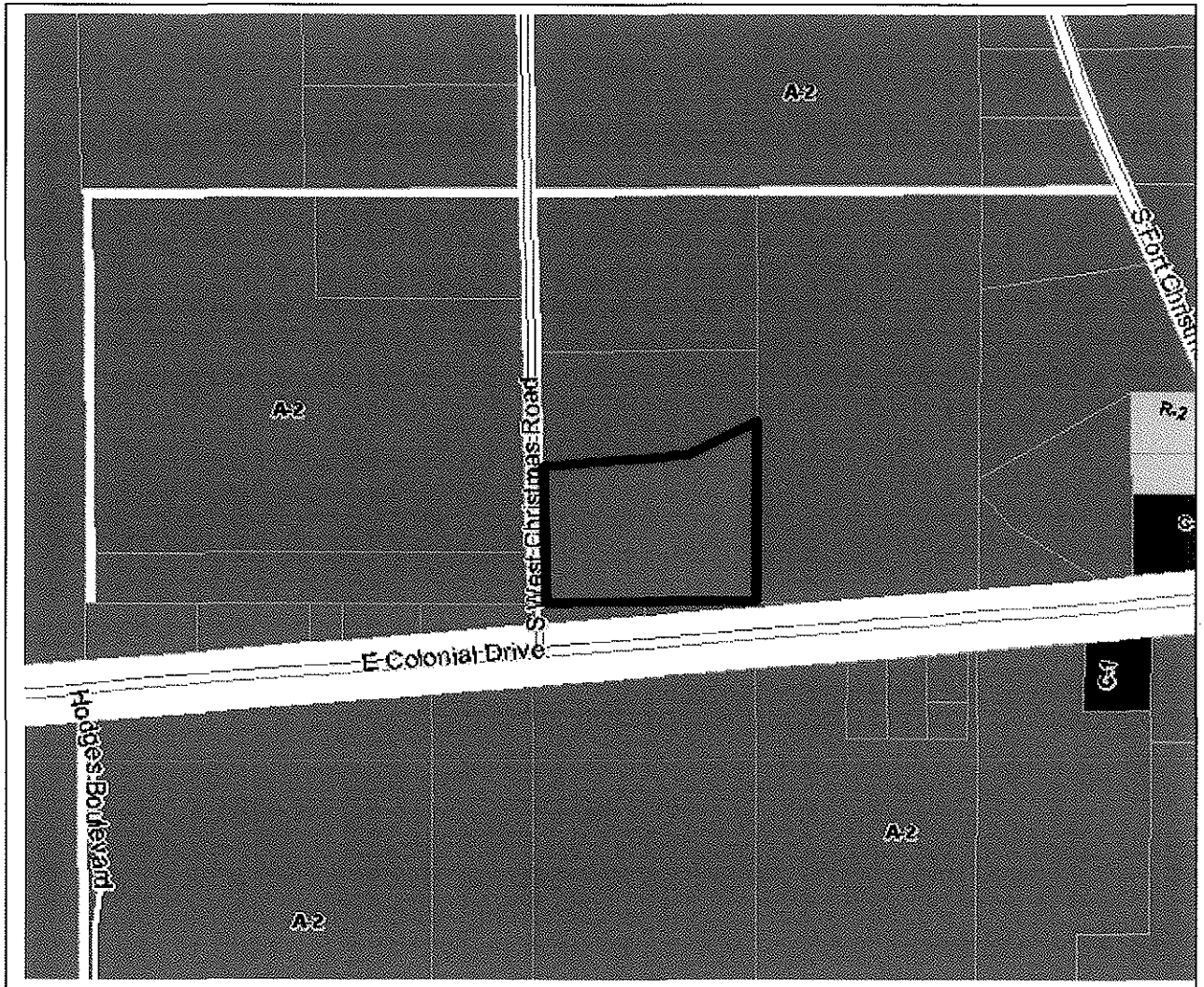
LEGAL: CHRISTMAS GARDENS NO 2 P/62 BLK 6 LOTS 4, 5 (LESS THAT PT OF LOT 5 IN E1/2 OF NE1/4 OF NW1/4)

PARCEL ID: 32-22-33-1316-06-040

NO. OF NOTICES: 57

DECISION: CONTINUED to the March 3, 2016 BZA Meeting (unanimous) (6-0).

SYNOPSIS: The BZA continued this request to allow for a community meeting with the surrounding property owners.



Applicant: Save A Life Pet Rescue, Inc.

BZA Number: SE-16-01-143

BZA Date: 01/07/2016

District: 5

Sec/Twn/Rge: 33-22-33-NW-B

Tract Size: 6.9 acres

Address: 609 S West Christmas RD, Christmas FL 32709

Location: East side of S. West Christmas Rd., 200 ft. north of E. Colonial Dr., 1/4 mile west of S. Fort Christmas Rd.



REPLY TO: ORLANDO

November 18, 2015

VIA HAND DELIVERY

Rocco Relvini
Orange County Zoning
201 S. Rosalind Avenue
Orlando, Florida 32802

Re: 609 SW Christmas Road – Application for Special Exception

Dear Mr. Relvini:

Our firm represents Save A Life Pet Rescue, Inc., who is the owner of approximately 6.83 acres located at 609 SW Christmas Road in unincorporated Orange County (Parcel Id. No. 32-22-33-1316-06-040) ("Property"). Save A Life Pet Rescue, Inc., is a Florida not-for-profit corporation, who over the past nine (9) years has helped rescue, rehabilitate, spay/neuter, and place over 7,000 animals in new homes.

Enclosed is an Orange County Board of Zoning Adjustment Application, together with the applicable fee of \$1,355.00, requesting approval of a special exception to operate a private animal shelter/boarding facility on the Property. As reflected in the Application materials, the private animal shelter/boarding facility will not have any outdoor runs or outdoor compounds, and will be accessible only to Save A Life Pet Rescue, Inc.'s staff and volunteers, not the general public. The proposed facility will consist of a single, 3,600 square building (90' x 40'), which will provide much needed space for Save A Life Pet Rescue, Inc., to temporarily house rescued dogs prior to their off-site adoptions.

We appreciate Orange County Zoning Staff's support of the requested special exception for Save A Life Pet Rescue, Inc.'s proposed facility. As always, please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

S. Brent Spain

Enclosures

TALLAHASSEE
433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308
(850) 224-7332
FAX: (850) 224-7662

ORLANDO
4767 NEW BROAD STREET
ORLANDO, FLORIDA 32814
(407) 514-2676
FAX: (407) 264-6132

www.theriaquelaw.com

November 10, 2015

Save A Life Pet Rescue, Inc.
29711 Wells Road
Wesley Chapel, FL 33545
407-952-1858

Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Post Office Box 2687
Orlando, Florida 32802-2687
407-836-3111

RE: Special Exception Application

Dear Sirs;

The purpose of this letter is to provide a detailed explanation of our Special Exception request.

Who we are

Save A Life Pet Rescue, Inc. is a 501(c)(3) Not For Profit Organization dedicated to the rescue of dogs/cats that are scheduled to be euthanized by other shelters.

Once rescued from euthanasia, the animals receive whatever veterinarian care and rehabilitation they need before being offered for adoption each Saturday and Sunday at the Pet Smart retail store located at 1115 Vidina Place, Oviedo, FL 32765.

Save A Life Pet Rescue, Inc. is a no-kill shelter that has successfully rescued, rehabilitated, spayed/neutered, and placed over 7,000 animals with warm, loving families since its formation 9 years ago.

Purpose of the Special Exception Application

Save A Life Pet Rescue, Inc. currently depends solely on volunteers and fosters to house the animals while they wait to find their forever home. Unfortunately, fosters and volunteers can only provide a limited amount of space.

In order to increase the rescue of more dogs and cats, we are applying for a Special Exception to erect a building on an already owned 6.83 acre parcel to serve as a shelter to temporarily house rescued dogs prior to their off-site adoptions.

Land

The land is a vacant heavily wooded 6.83 acre parcel with upland and lowland areas with A-2 zoning. The land has already had an environmental wetland survey and its upland area has been inspected and approved for building by St. Johns River Water Management District. The parcel is situated on SW Christmas Road, Christmas, FL and when combined with an adjoining owned small parcel is also bordered by Hwy 50.

It is Parcel ID #32-22-33-1316-06-040, Orange County, Florida Property Appraiser's Office.

Its neighbor to the North is a 4.91 acre parcel with a manufactured mobile home zoned A-2 owned by James Allen Mcleod, Lucretia Sue Mcleod, and Brandon M. Mcleod; Its neighbor to the East is a 19.85 acre vacant land parcel zoned A-2 owned by Cloverleaf 4-H Park of Christmas, Inc.; its neighbors to the South is a .42 acre vacant land parcel zoned A-2 owned by George Scuderi and a .20 acre vacant land parcel zoned A-2 owned by

Save A Life Pet Rescue, Inc. ; and its neighbor to the West, crossing over SW Christmas Road is a 28.92 acre vacant land parcel zoned A-2 and a 4.92 acre vacant land parcel zoned A-2, both parcels of which are owned by Jessie Richardson and Leoma Richardson.

Building

Exterior - The building will be a 3,600 square foot Orlando Steel built A-frame style steel building. Its dimensions are 40 foot wide, 90 foot long, and 16 foot in height. It will have 8' x 10' insulated roll-up doors at each end and a single 36" x 80" walk door. It will be a fully-insulated, climate controlled steel building. It's setbacks will be a minimum of 35' to the front, 50' to the rear, and 10' to the sides.

Interior - The interior will be air conditioned/heated with an open floor plan (no interior walls) with large enclosed cages (approximately 8' x 12' each) complete with off-floor bedding, water and food dishes.

Access

Access to the building will be through a gated small dirt driveway on SW Christmas Road. Parking will be on unpaved dirt. Since the building will serve solely as a temporary housing facility, its access is limited to persons solely designated by Save A Life Pet Rescue, Inc. to provide care to the animals. The facility will not be open to or accessible by the public.

Safety

A 6' high wooden privacy fence will be placed around the perimeter of the 6.83 acre parcel. Security cameras will also be placed inside and outside the building.

Animals

The volume of animals will fluctuate, but it is estimated to house approximately 200 animals at a time, with a mix of puppy litters, small adult dogs, and large adult dogs. Persons solely designated by Save A Life Pet Rescue, Inc. will provide for daily care of the animals, including the changing of beddings, feedings, fresh water, outdoor walks, and night checks.

Attachments

- Application for Special Exception
- 2 copies of Site Plan
- 8.5" x 11" reduction of Site Plan
- Orange County, FL Property Appraiser map outlining the subject property
- Boundary Survey (including legal description)
- Not-For-Profit Articles of Incorporation

Respectfully submitted,

Colette Penberthy, President
Save A Life Pet Rescue, Inc.

**SPECIAL EXCEPTION
PRELIMINARY SITE PLAN**

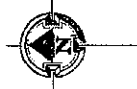
609 SOUTH WEST CHRISTMAS ROAD

CHRISTMAS, FLORIDA 32709

ORANGE COUNTY

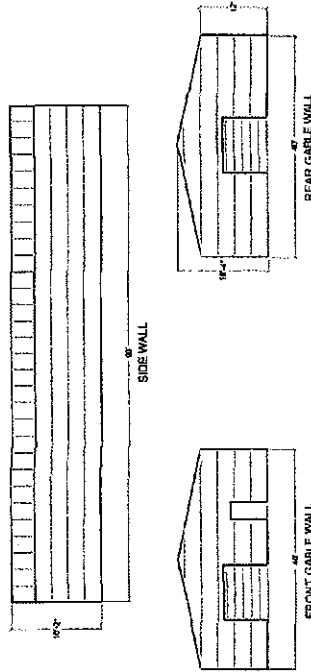
PROPERTY IDENTIFICATION NUMBER

12-22-33-1316-06-040

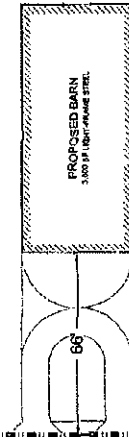


C/L FORT CHRISTMAS ROAD

60' PLATTED ROAD



RECEIVED
NOV 18 2015
**ORANGE COUNTY
ZONING DIVISION**



EXISTING STRUCTURES PHOTOGRAPHED FROM
DIGITAL ORTHOREGIONAL AERIALS PROVIDED BY
ORANGE COUNTY, 2014.

METES AND BOUNDS OF LOT BOUNDARY FROM
SURVEY NUMBER 13-136A, CADASTRAL MAPPING
SERVICES, INC., 04/07/2014. LOCATION OF
PROPOSED STRUCTURE IS BASED ON THE
PROPERTY DIMENSIONS BY DIRECT FIELD
MEASUREMENTS FROM EXISTING STRUCTURES,
BOUNDARY SURVEY AND PHOTOINTERPRETATION.

SCALE AS PLOTTED
0 5 10 20 40 FT

DESMOND E. KOWALIK, P.E.
Professional Engineer Number 51556
November 13, 2015

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 33 EAST
ORANGE COUNTY, FLORIDA

Block 6
"CHRISTMAS GARDENS NO. 2"
Pl at Book P, Page 62

REMAINDER OF
LOT 5

LOT 4

LOT 6

Parcel ID #32-22-33-1316-06-04C
297596.8 SQ. FT.
6.83 ACRES

Parcel ID #32-22-33-0000-00-021
8602.7 SQ. FT.
0.20 ACRES

STATE ROAD 50
EAST SOUND LANES

Legal Description
Lots 4 and 5, Block 6, CHRISTMAS GARDENS NO. 2, as recorded in Plat Book P, Page 62, of the Public Records of Orange County, Florida, less that part of Lot 5 lying in the East 1/2 of the Northeast quarter of the Nor (now) West quarter of Section 33, Township 22 South, Range 33 East, lying and being situate in Orange County, Florida, and
The East 1/2 of West 1/2 of SE 1/4 of NW 1/4 Lying North of Highway 50, Section 33, Township 22 South, Range 33 East, less that Part conveyed to the State of Florida in Official Records Book 168B, Page 498, of the Public Records of Orange County, Florida.

Survey Number: 73-136A

GENERAL NOTE

BEARING ELASTO

SEARCHES SHOWN HEREON ARE BASED UPON FLORIDA STATE POLICE COORDINATED SEARCHES AND CALCULATED TO REFLECT VARIATION FROM DEED DESCRIPTION CALLS AND ARE SHOWN IN PARENTHESES.

BENCHMARKS USED:

BENCH MARKS USED

87

SURVEY NOTES

FEMA FIRM INFORMATION
Map ID: 120712 Community Name: 120712
Map ID: 120712 FIRM Del: 09/27/2009
Page 1 of 1

PROPERTY ADDRESS

402 SW Chalmers Ave.
Chalmers, FL 32111
RACE L. Colwell Greig
Chalmers, FL 32111

0 50 100 150
SCALE 1" = 50'

* HANSEN CRYING THAT THIS SCENARIOS REPORT M.A. TRIN AND COLLEAGUES ON A CURRENT PREPARED LETTER TO DIRECTOR AND THAT THE "HUMAN LOGICAL SCENARIO" ABOUT PLOT BY THE P. 2000... (L) AND IN THE... (L) HANSEN IS CHAPTER 257

1. ADMINISTRATIVE CIRCLE, FORMERLY THE CAMPUS 672.025, 15.000, 15.000
 2. SUBJECT TO THE GENERAL PROTECTION RESTRICTIONS AS CONTAINED
 3. CONTROLLED IN
 4. SAME LIFE RE: RESEARCH, INC.

INDEXED STATE OF

03/23/2014

DRAWING INFO		REVISIONS	
DRAWING NO: 15-108	DATE:	REVISION:	
JOB NO: 12-88A			
APPROVED BY: CHS			

SCALE 1" = 100'

Cadastre

LA #7543

Shipping Services, Inc.
1008 TEAGUE COURT
ORLANDO, FLORIDA 32788
(407) 398-6224
WWW.SHIPPINGCROSS.COM

Page | 113



STAFF REPORT
CASE #SE-16-01-143
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
January 7, 2016
Commission District: 5

GENERAL INFORMATION:

APPLICANT: Save A Life Pet Rescue, Inc.

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in the A-2 zoning district to construct a 3,600 sq. ft. pet rescue shelter; and, Variance to allow unpaved parking in lieu of paved.

(Note: The pet shelter will not have any outdoor runs or outdoor compounds and will be accessible only to staff and volunteers. It will not be opened to the general public).

LOCATION: East side of S. West Christmas Rd., 200 ft. north of E. Colonial Dr., 1/4 mile west of S. Fort Christmas Rd.

PROPERTY ADDRESS: 609 S West Christmas Rd.

PARCEL ID: 32-22-33-1316-06-040

PUBLIC NOTIFICATION: 57

TRACT SIZE: 6.83 acres

DISTRICT #: 5

ZONING: A-2

EXISTING USE(S): Vacant

PROPOSED USE(S): Dog and cat rescue animal shelter

SURROUNDING USES: The site is surrounded by heavy vegetation. There is a home to the north. The site is located in a rural remote area of Orange County.

STAFF FINDINGS AND ANALYSIS:

1. The applicant is proposing a private animal shelter/boarding facility on a 6.83 acre parcel. The predominant animals they rescue are dogs and cats. The facility will not have any outdoor runs or compounds. It will not be opened to the general public.
2. The objective of the facility is to rescue unwanted dogs and cats; and, dogs and cats that are scheduled to be euthanized, care for them temporarily and actively promote their adoption.
3. The property is heavily wooded and located on E. State Road 50. There is a residence to the north. The surrounding parcels are heavily wooded as well.
4. Only one (1) building is proposed. It's size is 3,600 sq. ft. (90 ft. x 40 ft.). Security cameras will be placed both inside and outside the building.
5. The number of animals will fluctuate. It is anticipated there will be approximately 200 animals on the site at its busiest time.
6. Unless the property owner to the north objects, staff does not recommend the building be sound-proofed.
7. Staff does not object to the proposed use for the following reasons: a) The property is large (6.83 acres); b) The property is heavily wooded and located on a major arterial roadway; c) The property is in a remote area of Orange County; d) The facility will not be opened to the general public; and, e) There will not be any outdoor runs or compounds.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated November 18, 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. The shelter shall not have any outdoor runs or outdoor compounds;
4. Driving aisles shall have #57 stone. Parking spaces may be grassed. However, all handicapped parking space requirements must be met;
5. There shall be no impacts to any Orange County jurisdictional conservation areas unless approved by Orange County; and,
6. Construction plans shall be submitted within two (2) years or this approval becomes null and void.

cc: Brent Spain, Applicant's Representative

BARBARA JOYNER
VA-16-01-144

REQUEST: Variances in the R-3 zoning district to allow existing attached garage to remain as follows:
1) 9.5 ft. from front property line in lieu of 25 ft.; and,
2) 3.9 ft. from side property line in lieu of 5 ft.
(Note: The applicant obtained a variance in July, 2015 to construct the garage 12 ft. from the front setback in lieu of 25 ft. Permits were obtained for construction. However, the contractor had laid out the foundation incorrectly. The applicant has 8 letters of support from neighbors. This is the result of action by the Division of Building Safety).

ADDRESS: 2317 Homeland Street, Orlando FL 32806

LOCATION: East side of Homeland St. between Homeland and Newberry Sts., approximately 700 ft. north of Michigan St.

S-T-R: 06-23-30

TRACT SIZE: 55 ft. x 150 ft.

DISTRICT#: 3

LEGAL: CLOVER HEIGHTS REPLAT P/81 LOT 7 BLK H

PARCEL ID: 06-23-30-1424-08-070

NO. OF NOTICES: 110

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) (6-0):

1. Development in accordance with site plan dated November 18, 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; and,

3. The exterior of the addition shall match the exterior of the existing home with regard to color and materials.

SYNOPSIS: The applicant is requesting approval of variances in the R-3 zoning district to allow an existing attached garage to remain 9.5 feet from front property line in lieu of twenty-five (25) feet, and, 3.9 ft. from the side property line in lieu of five (5) feet. Staff noted that the applicant had obtained a variance to construct the two story garage with office above July 2, 2015, to allow the garage to be within twelve (12) feet of the front property line. The five (5) foot side setback was to be honored. Staff noted that the applicant had secured the necessary permits and hired a contractor. The contractor had laid out the foundation improperly. The house is slightly skewed to the front lot line, and the contractor squared the garage to the front of the home. The contractor also made the garage foundation larger than was proposed. This caused the front corner of the garage to encroach into the side setback, and the front of the garage to be closer to the front property line than approved.

Since the County does not require foundation surveys for additions, the error was not caught until a building inspector came out to look at the walls and garage door lintel. The inspector noted that what was constructed did not match the approved plans, and it was determined that there were setback issues. A stop-work order was place on the project, and it was determined that the project needed additional variances.

Amy Vargas, representing the applicant, noted that the applicant was in agreement with the staff recommendation, and also accepted the conditions as proposed by staff.

The BZA noted that this is a very old area, and most home were built before zoning and setback requirements. As such, homes are both nearer and further from the road.

It was also noted that with six (6) neighbors in support, the addition is acceptable to the community.



Applicant: Barbra Joyner

BZA Number: VA-16-01-144

BZA Date: 01/07/2016

District: 3

Sec/Twn/Rge: 06-23-30-SW-C

Tract Size: 55 ft. x 150 ft.

Address: 2317 Homeland ST, Orlando FL 32806

Location: East side of Homeland St. between Homeland and Newberry Sts., approximately 700 ft. north of Michigan St.

2317 Homeland Street
Orlando, Florida 32806

November 18, 2015

Orange County Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802-2687

RE: Variance Application for 2317 Homeland Street, Orlando 32806

To Whom It May Concern:

I am the sole owner of my homestead zoned R-3 and located at 2317 Homeland Street, Orlando, Florida 32806. Since purchasing the home in 2012, I have renovated, remodeled and expanded the home from a seven hundred and ninety six (796) square foot two bedroom/one bath to twelve-hundred and twenty-four (1224) square foot two bedroom/two bath.

I am applying for a variance regarding Orange County Code Chapter 38 Zoning, Article XII Site and Building Requirements, Sec. 38-1501 which requires a minimum front yard of twenty (20) feet setback from the property's boundary line. Using concrete blocks similar to those used in constructing my home in 1957, I would like to build a two (2) car garage and room above attached to the front right side of my home so that I may have a home office and protection for my car. I am blessed with huge trees in the front yard which I will not damage when I build the garage and room above. However, fallen branches, leaves, squirrel scratches and bird droppings have already damaged my car.

My home faces west on Homeland Street. The garage and room above shall be twenty (20) feet wide starting three and a half (3.5) feet from the southern boundary of my home and extending north attached to the front of my home; twenty-two and a half (22.5) feet long from the home's front exterior towards the west boundary line; and twenty-three (23) feet tall. Total additional living space will be roughly four hundred (415) square feet). The northern side of the addition will be more than twenty (20) feet from the property's northern border. The western end of the addition would extend into the zoned twenty (20) foot boundary. The variance would allow the addition to extend almost ten (10) feet into the allowed twenty (20) feet. With the extension, the addition would be nine and a half (9.5) feet from the western boundary of my home which is six (6) feet from the edge of the road pavement.

In my neighborhood, older homes like mine are either being sold and renovated or are allowed to sit and decay. I have worked hard on upgrading my home and the neighborhood as well. This addition would fit in with my home's layout, with other two (2) story homes built and

RECEIVED

NOV 18 2015

Zoning Division

1

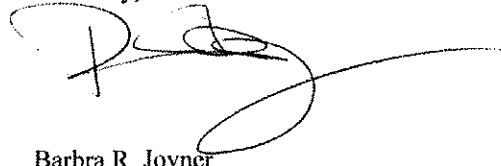
being built near my home and would add value to my home. The greatest part of an addition for me would be that I could work out of my home, protect my car and save money on office expenses.

I've spoken with many neighbors regarding this addition. No neighbor objects to the addition. I've provided letters of support for the Board's review.

Although my back yard is large, several problems prevent me from building an add on very easily. First, there is a septic tank and drain field which consumes and occupies approximately one third of the back yard. Second, the back yard is riddled with rock and loose sand which are not conducive to laying a proper foundation. Third, the back yard descends from the home more than a foot before reaching the back boundary of the yard, making it extremely difficult to build on. Finally, there are trees, bushes and plants which would have to be removed to build anything in the back yard. These reasons make it nearly impossible to place a garage and bedroom behind the existing home.

Thank you for considering my application for variance. I can be reached on my cell phone at (407) 928-3766.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barbra R. Joyner', with a long horizontal flourish extending to the right.

Barbra R. Joyner

Matthew McLeod and Brandi Hazen
2414 Newberry Street
Orlando, Florida 32806

January 21, 2015

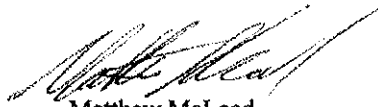
Orange County Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802-2687

RE: Variance Application for 2317 Homeland Street, Orlando 32806

To Whom It May Concern:

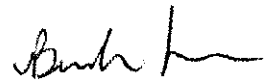
We live next door to Barbra R. Joyner who lives at 2317 Homeland Street, Orlando, FL 32806. We understand that Ms. Joyner is seeking a variance so she can build a garage with a room above it in her front yard. We think she is going to help her home's value as well as ours by building an enclosed garage and room above it. Thank you for considering her variance.

Sincerely,



Matthew McLeod

Phone: 321-945-9901



Brandi Hazen

Phone: 407-524-9121

Keithan M. Brown
2507 Homeland Street
Orlando, Florida 32806

February 28, 2015

Orange County Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802-2687

RE: Variance Application for 2317 Homeland Street, Orlando 32806

To Whom It May Concern:

I live two houses down from Barbra R. Joyner who lives at 2317 Homeland Street, Orlando, FL 32806. I understand that Ms. Joyner is seeking a variance so she can build a garage with a room above it in her front yard. I have no problem with her building the garage and room above. Her improvement will help the neighborhood, not hurt it. Thank you for considering her variance.

Sincerely,



Keithan M. Brown

Phone: 407-205-3630

David Renteria
2507 Homeland Street
Orlando, Florida 32806

February 28, 2015

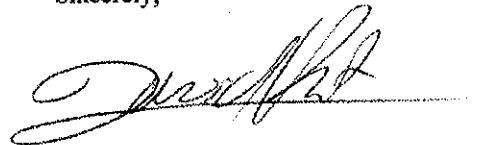
Orange County Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802-2687

RE: Variance Application for 2317 Homeland Street, Orlando 32806

To Whom It May Concern:

I live two houses down from Barbra R. Joyner who lives at 2317 Homeland Street, Orlando, FL 32806. I understand that Ms. Joyner is seeking a variance so she can build a garage with a room above it in her front yard. I have no problem with her building the garage and room above. Her improvement will help the neighborhood, not hurt it. Thank you for considering her variance.

Sincerely,



David Renteria

Phone: 407-929-6247

Robin Daily
1904 Page Ave
Orlando, Florida 32806

February 13, 2015

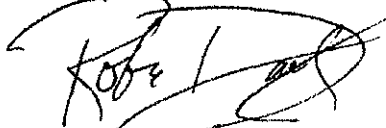
Orange County Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802-2687

RE: Variance Application for 2317 Homeland Street, Orlando 32806

To Whom It May Concern:

I live near Barbra R. Joyner who lives at 2317 Homeland Street, Orlando, FL 32806. I understand that Ms. Joyner is seeking a variance so she can build a garage with a room above it in her front yard. I have no problem with her building the garage and room above. Her improvement will help the neighborhood, not hurt it. Thank you for considering her variance.

Sincerely,

A handwritten signature in black ink, appearing to read "Robin Daily", is written over a large, loopy, handwritten "X" or "K" mark.

Robin Daily

Patty Sauerbier
2408 Marlboro Street
Orlando, Florida 32806

February 12, 2015

Orange County Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802-2687

RE: Variance Application for 2317 Homeland Street, Orlando 32806

To Whom It May Concern:

I live near Barbra R. Joyner who lives at 2317 Homeland Street, Orlando, FL 32806.

I understand that Ms. Joyner is seeking a variance so she can build a garage with a room above it in her front yard. I want to let you know that I have no challenges or issues with her building the garage and room above. In my opinion, these improvements will only help the values of the neighborhood, not hurt them.

Thank you for considering her variance.

Sincerely,



Patty Sauerbier

407-592-6106

Joseph S. Glesk, Sr.
2508 Homeland Street
Orlando, Florida 32806

January 21, 2015

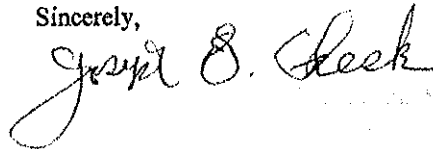
Orange County Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802-2687

RE: Variance Application for 2317 Homeland Street, Orlando 32806

To Whom It May Concern:

I live across the street from Barbra R. Joyner who lives at 2317 Homeland Street, Orlando, FL 32806. I understand that Ms. Joyner is seeking a variance so she can build a garage with a room above it in her front yard. I have no problem with her building the garage and room above. Her improvement will help the neighborhood, not hurt it. Thank you for considering her variance.

Sincerely,



Joseph S. Glesk, Sr.

Phone:

407 8986788

Jeff Glesk
2506 Homeland Street
Orlando, Florida 32806

January 21, 2015

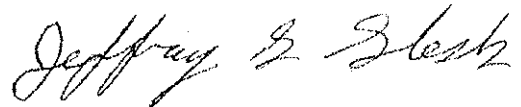
Orange County Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802-2687

RE: Variance Application for 2317 Homeland Street, Orlando 32806

To Whom It May Concern:

I live across the street from Barbra R. Joyner who lives at 2317 Homeland Street, Orlando, FL 32806. I understand that Ms. Joyner is seeking a variance so she can build a garage with a room above it in her front yard. I have no problem with her building the garage and room above. Her improvement will help the neighborhood, not hurt it. Thank you for considering her variance.

Sincerely,



Jeff Glesk

Phone: 321 604 7250

Joseph S. Glesk, Jr.
2508 Homeland Street
Orlando, Florida 32806

January 21, 2015

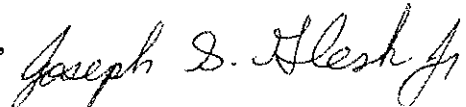
Orange County Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Avenue
Orlando, Florida 32802-2687

RE: Variance Application for 2317 Homeland Street, Orlando 32806

To Whom It May Concern:

I live across the street from Barbra R. Joyner who lives at 2317 Homeland Street, Orlando, FL 32806. I understand that Ms. Joyner is seeking a variance so she can build a garage with a room above it in her front yard. I have no problem with her building the garage and room above. Her improvement will help the neighborhood, not hurt it. Thank you for considering her variance.

Sincerely,



Joseph S. Glesk, Jr.

Phone: 407-568-5850



STAFF REPORT
CASE #VA-16-01-144
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
01/07/16
Commission District: 3

GENERAL INFORMATION:

APPLICANT: Barbra Joyner

REQUEST: Variances in the R-3 zoning district to allow existing attached garage to remain as follows:

1) 9.5 ft. from front property line in lieu of 25 ft.; and,
2) 3.9 ft. from side property line in lieu of 5 ft.

(Note: The applicant obtained a variance on July 2, 2015, to construct the garage 12 ft. from the front setback in lieu of 25 ft. Permits were obtained for construction. However, the contractor had laid out the foundation incorrectly. The applicant has 8 letters of support from neighbors. This is the result of action by the Division of Building Safety).

LOCATION: East side of Homeland St. between Homeland and Newberry Sts., approximately 700 ft. north of Michigan St.

PROPERTY ADDRESS 2317 Homeland St.

PARCEL ID: 06-23-30-1424-08-070

TRACT SIZE: 55 ft. x 150 ft.

DISTRICT #: 3

ZONING: R-3

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting variances in the R-3 zoning district to allow an existing attached garage to remain 9.5 feet from front property line in lieu

of twenty-five (25) feet; and, 3.9 feet from side property line in lieu of five (5) feet.

2. The applicant obtained a variance on July, 2, 2015, to construct the garage twelve (12) feet from the front setback in lieu of twenty-five (25) feet. The addition is to consist of a two-car garage on the ground level, with a home office above.
3. Permits were obtained for construction. However, the contractor had laid out the foundation incorrectly. Because Orange County does not require a form board survey, construction proceeded with erection of the concrete block walls and the installation of the lintel for the garage door.
4. After an inspection by the Division of Building Safety, a stop work order was placed on the project when it was apparent that the work which had been completed, failed to match that shown on the plans.
5. Because the foundation and first floor are virtually complete, if granted, no additional variances will be needed for setbacks. Because this is an attached addition, the accessory height limits do not apply, therefore, no variances to height should be required.
6. The applicant has submitted eight (8) letters of support from neighbors.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated November 18, 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; and,

3. The exterior of the addition shall match the exterior of the existing home with regard to color and materials.

cc: Barbra Joyner

SHEILA CICHRA
VA-16-01-145

REQUEST: Variance in the R-CE zoning district to construct a covered deck 36 ft. from the Normal High Water Elevation (NHWE) of Lake Downs in lieu of 50 ft.
(Note: The applicant combined 2 lots, each containing a home into 1 parcel. The applicant will be required to enter into a Hold Harmless Agreement with Orange County for the proximity of the covered structure to Lake Downs).

ADDRESS: 3242 Downs Cove Road, Windermere FL 34786

LOCATION: West side of Downs Cove Rd., approximately 1,450 ft. south and west of Windy Ridge Rd., west of S. Apopka-Vineland Rd.

S-T-R: 09-23-28

TRACT SIZE: 50 ft. x 191.5 ft. (AVG) above NHWE

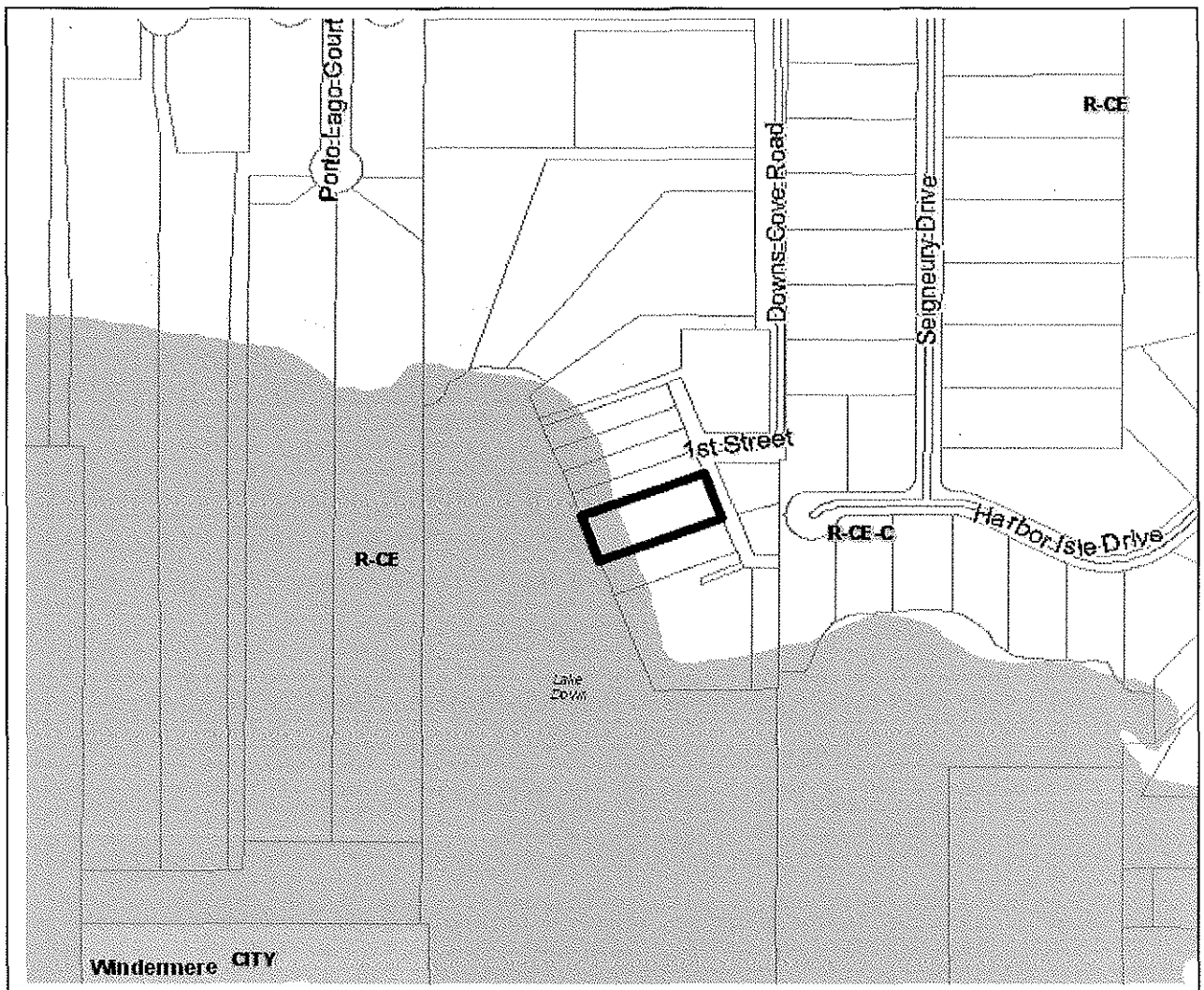
DISTRICT#: 1

LEGAL: DOWNS COVE CAMP SITES Q/121 LOTS 5 & 6 BLK C

PARCEL ID: 09-23-28-2196-03-060

NO. OF NOTICES: 36

On January 6, 2016, the applicant **WITHDREW** this request.



Applicant: Sheila Cichra

BZA Number: VA-16-01-145

BZA Date: 01/07/2016

District: 1

Sec/Twn/Rge: 09-23-28-NE-A

Tract Size: 50 ft. x 191.5 ft. (AVG) above NHWE

Address: 3242 Downs Cove Road, Windermere FL 34786

Location: West side of Downs Cove Rd., approximately 1,450 ft. south and west of Windy Ridge Rd., west of S. Apopka-Vineland Rd.



November 17, 2014

Orange County Zoning Division
201 South Rosalind Avenue
Orlando, FL 32802

Re: **BZA Application for 3242 Downs Cove Road**

Dear Mr. Balevich,

The attached application and drawings are for an 18' x 32' porch roof addition over an existing wood deck. The porch will be constructed using 8x8 wood pilings, double 2x8 wood perimeter beams, 3x8 wood rafters, 1x6 tongue and groove sheathing and metal roofing to match the existing house.

The porch roof will be 10' high at the house and 9' high on the outside (West side). The porch roof will be 18' on the North and South sides and 32' on the East and West sides, with a 2' overhang on the West side.

The request is for a variance to the 50' setback from NHWE. We are requesting a setback of 36'.

The owner, Mr. Flemm, has had Melanoma and needs all the shade that he can get.

The adjacent property has a fence and a large hedge blocking any view of the proposed porch roof and the other adjacent property belongs to Mr. Flemm as well.

Please let me know if I am missing anything.

Thank you,

Sheila Cichra

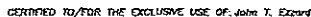
President, Streamline Permitting, Inc.

RECEIVED

NOV 18 2015

Zoning Division

sheilacichra@gmail.com • M: (407) 450-4241 • O: (863) 314-6711 • 2154 Oak Beach Blvd., Sebring, FL 33875



I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.

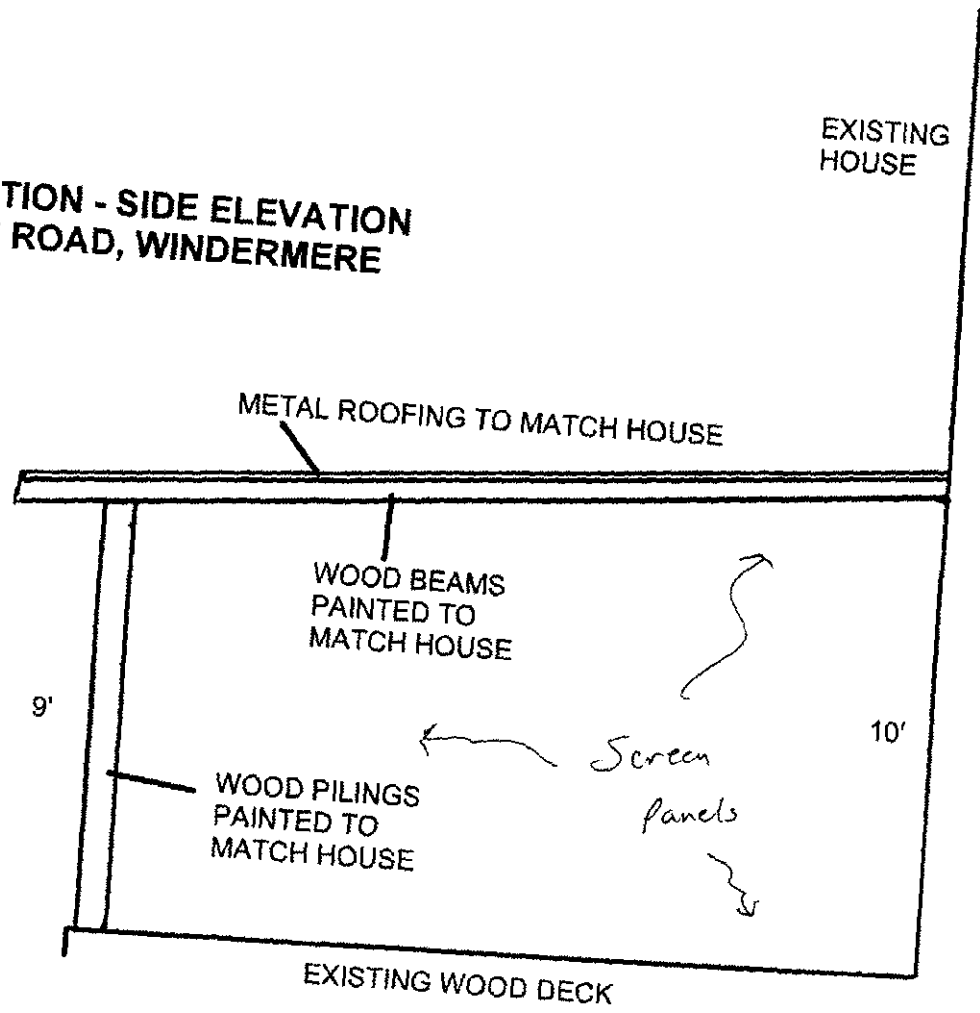

HECTOR LEBRON, DCAS #6024

LEGAL DESCRIPTION

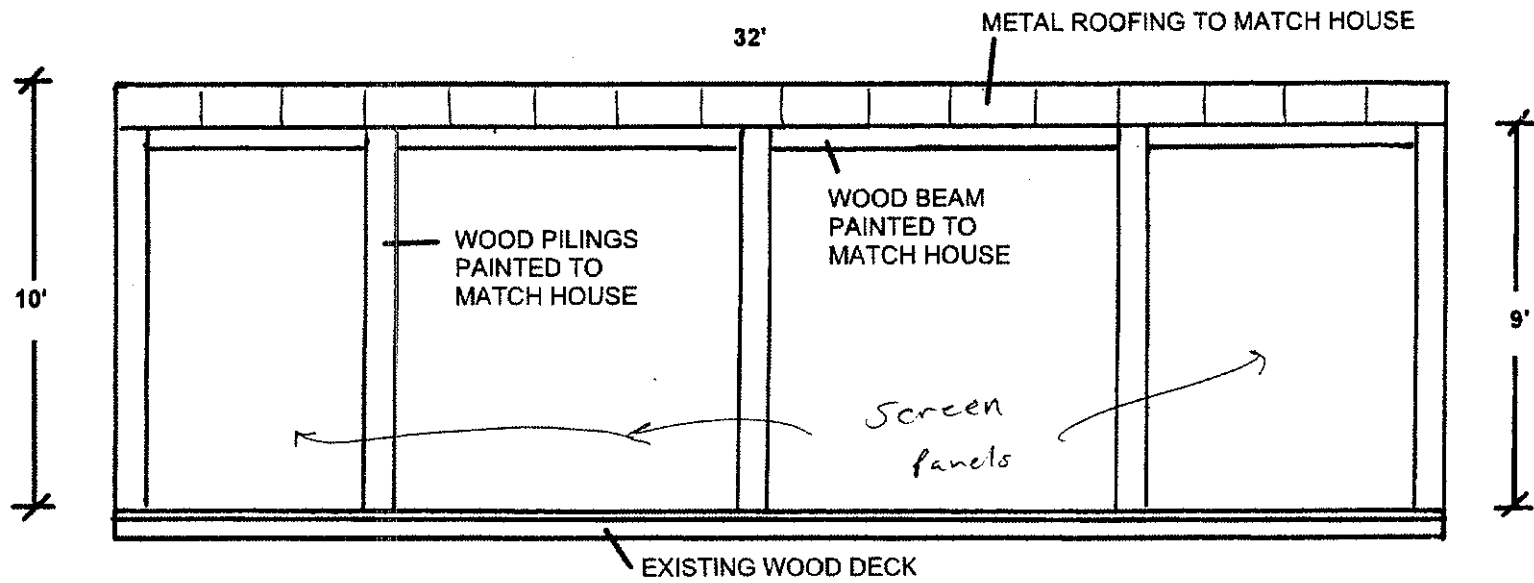
- This Survey is intended for marriage or retirement purposes only. Contact the IRS with 15 days before it is verified. This Survey is not to be used for child-care, investment, child, or any other use without the written consent of ALLIANCE COPIED SURVEYING AND SHARING CO. PHOTOGRAPHING, PHOTOCOPYING, COPIED MATERIAL.
- | DATE | PERSON | BY |
|------|--------|----|
| | | |

BOUNDARY SURVEY		
SHEET 1" = 40'	Admission Property	APPROVED BY J.P.
DATE: 01-07-2012	02-23-25-21AL-03-000	DRAWN BY H.E.A.

FLEMM PORCH ADDITION - SIDE ELEVATION
3242 DOWNS COVE ROAD, WINDERMERE



FLEMM PORCH ADDITION - REAR ELEVATION
3242 DOWNS COVE ROAD, WINDERMERE





STAFF REPORT
CASE #VA-16-01-145
Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
01/07/2016
Commission District: 1

GENERAL INFORMATION:

APPLICANT: Sheila Cichra

REQUEST: Variance in the R-CE zoning district to construct a covered deck 36 ft. from the Normal High Water Elevation (NHWE) of Lake Downs in lieu of 50 ft.

(Note: The applicant combined 2 lots, each containing a home into 1 parcel. The applicant will be required to enter into a Hold Harmless Agreement with Orange County for the proximity of the covered structure to Lake Downs).

LOCATION: West side of Downs Cove Rd., approximately 1,450 ft. south and west of Windy Ridge Rd., west of S. Apopka-Vineland Rd.

PROPERTY ADDRESS: 3242 Downs Cove Rd.

PARCEL ID: 09-23-28-2196-03-060

TRACT SIZE: 50 ft. x 191.5 ft. (AVG) above NHWE. (100 ft. x 191.5 ft. with both lots combined by applicant)

DISTRICT #: 1

ZONING: R-CE

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a variance to construct a covered deck thirty-six (36) feet from the Normal High Water Elevation (NHWE) of Lake Downs in lieu of fifty (50) feet.
2. The applicant wants to construct a porch roof addition over an existing wood deck.
3. The applicant combined two (2) lots into one (1) lot. As a result, there are two (2) homes on one (1) lot which is not permitted by the single family zoning regulations. The applicant needs to convert the one (1) lot into the two (2) original platted lots. This is

required prior to the processing of the Hold Harmless Agreement and the issuance of any building permit.

4. The applicant is advised that a Hold Harmless Agreement will be required prior to the issuance of any building permit. This process can take up to three (3) to five (5) months to complete.

5. The Orange County Environmental Protection Division has reviewed the request and has no objection.

6. Staff has no objections to this request because:

- a) the request will not adversely impact any quality of life circumstances;
- b) the Orange County Environmental Protection Division has no objection to the request;
- c) to date, no neighbors have objected to the request; and,
- d) the remaining setback of thirty-six (36) feet is still a significant setback.

STAFF RECOMMENDATION:

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan date-stamped "Received November 18, 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. Prior to the issuance of a building permit, the property owner shall record in the official records of Orange County an indemnification/Hold Harmless Agreement which indemnifies Orange County from any damages caused by flooding and shall inform all interested parties that the structure is no closer than thirty-six (36) feet from the normal high water elevation of Lake Downs;
4. Prior to the issuance of any permits, the applicant shall obtain a flood plain permit;
5. 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,

6. The applicant is required to convert the one (1) lot into the two (2) original platted lots, prior to the processing of the Hold Harmless Agreement and the issuance of any building permit.

cc: Sheila Cichra

POPEYE'S RESTAURANT
VA-16-01-132

REQUEST: Variance in the C-1 zoning district to provide 527 parking spaces in lieu of 714 parking spaces
(Note: Applicant is proposing a new Popeye's Restaurant within the existing shopping center).

ADDRESS: 2625 N Hiawassee Road, Orlando FL 32818

LOCATION: Northeast corner of Silver Star Rd. and Hiawassee Rd.

S-T-R: 13-22-28

TRACT SIZE: 16.9 acres

DISTRICT#: 6

LEGAL: BEG 406 FT N & 60 FT E OF SW COR OF NW 1/4 OF NW1/4 TH RUN N 654 FT E 667.88 FT S 120 FT E 120 FT S 189 FT E 200.01 FT S 495 FT W 200 FT S 200 FT W 30 FT N 150 FT W 231.23 FT SWLY 22.02 FT SELT 47.55 FT SELY 102.10 FT W 159.16 FT N 45 FT NELY 41.05 FT NEL

PARCEL ID: 13-22-28-0000-00-004

NO. OF NOTICES: 130

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) (6-0):

1. Development in accordance with site plan dated November 6, 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. Approval of this request does not constitute approval of the site design layout shown for the Popeye's Restaurant. Construction of the Popeye's restaurant shall comply with all applicable regulations; and,
4. Landscaping shall comply with the requirements of Chapter 24, Orange County Code.

SYNOPSIS: The applicant is constructing a new Popeyes Restaurant. The shopping center's parking lot is underutilized 'as is'. The Popeyes Restaurant and the shopping center tenants require 714 parking spaces. They are providing 527 parking spaces. Staff gave a brief presentation and advised that the parking study assumes an eighty-one percent (81%) occupancy rate. With a 100% occupancy rate the projected parking spaces to be used is 255 spaces.

The applicant summarized the parking conditions of the site.

The BZA concluded a Popeyes Restaurant would be an asset to the community and agreed with the parking study.

There was no opposition at the hearing.

Staff received a letter of opposition from the President of the Pine Hills Community Council.



Applicant: Popeye's Restaurant

BZA Number: VA-16-01-132

BZA Date: 01/07/2016

District: 6

Sec/Twn/Rge: 13-22-28-NW-B

Tract Size: 16.9 acres

Address: 2625 N Hiawasse Rd, Orlando FL 32818

Location: Northeast corner of Silver Star Rd. and Hiawasse Rd.



October 7, 2015

Rocco Relvini
Orange County Zoning
201 S. Rosalind Avenue
Orlando, FL 32801

RE: Popeyes – N. Hiawasse

Dear Mr Relvini:

As we have discussed, Popeyes is proposing to construct a 2,537 SF Popeyes Restaurant at the Westgate Square Shopping Center located at 2625 N. Hiawasse Road. The proposed Popeyes will be constructed with 66 seats and will be located within a portion of the existing shopping center parking lot. The Popeyes Restaurant will remove some parking spaces while at the same time, increasing the need for parking on the shopping center site. While the shopping center and Popeyes combined do not meet the Orange County code requirements for number of parking spaces, we have attached a study that has been performed to indicate that there is a sufficient number of spaces provided on the proposed Popeyes and shopping center sites to support the needs of all uses as well as any future tenants of the shopping center.

We feel that the attached report does provide sufficient data to support the variance requested as submitted. Please feel free to contact me if you have any questions regarding our request.

Sincerely,

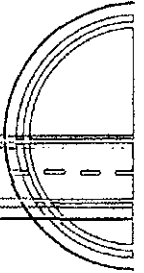
A handwritten signature in black ink, appearing to read 'BZ' with a stylized flourish.

Bob Ziegenfuss, PE, LEED AP

708 E. Colonial Drive, Suite 100
Orlando, Florida 32803

Phone: (407) 271-8910
Fax: (407) 442-0604

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MEMORANDUM

TO: Rocco Relvini (rocco.relvini@ocfl.net)
CC: Julie Farr (jfarr@sunholdings.net)
FROM: Paul Rhoads, AICP (Paul@Ltec-FL.com)
Heather Strong (Heather@Ltec-FL.com)
DATE: October 5, 2015
RE: Westgate Square Parking Utilization – Orange County, FL
Parcel ID 13-22-28-0000-00-004
(LTEC #15-3201)

This summarizes an analysis completed to evaluate the existing and future parking demand for the Westgate Square Shopping Center, located at Silver Star Road and Hiawassee Road in Orange County (see **Figure 1**). The approach to the analysis involved:

- Review of the existing parking provided in terms of the parking requirements based on the adopted Orange county code requirements
- Assessment of the parking proposed to be provided with the addition of the Popeye's Restaurant, in terms of the parking requirements based on the adopted Orange county code requirements
- Evaluation of the observed parking utilization under the existing conditions
- Estimate of the parking utilization with the addition of the Popeye's Restaurant

The Westgate Square Shopping Center site at Silver Star Road and Hiawassee Road was built in 1981. This shopping center is currently occupied by various tenants, with the anchors being Bravo Supermarket and Family Dollar. This strip mall has typical land use that would be found in most common strip mall plazas, such as beauty supply stores, beauty salon, fragrance store, sporting goods, and a Caribbean bakery.

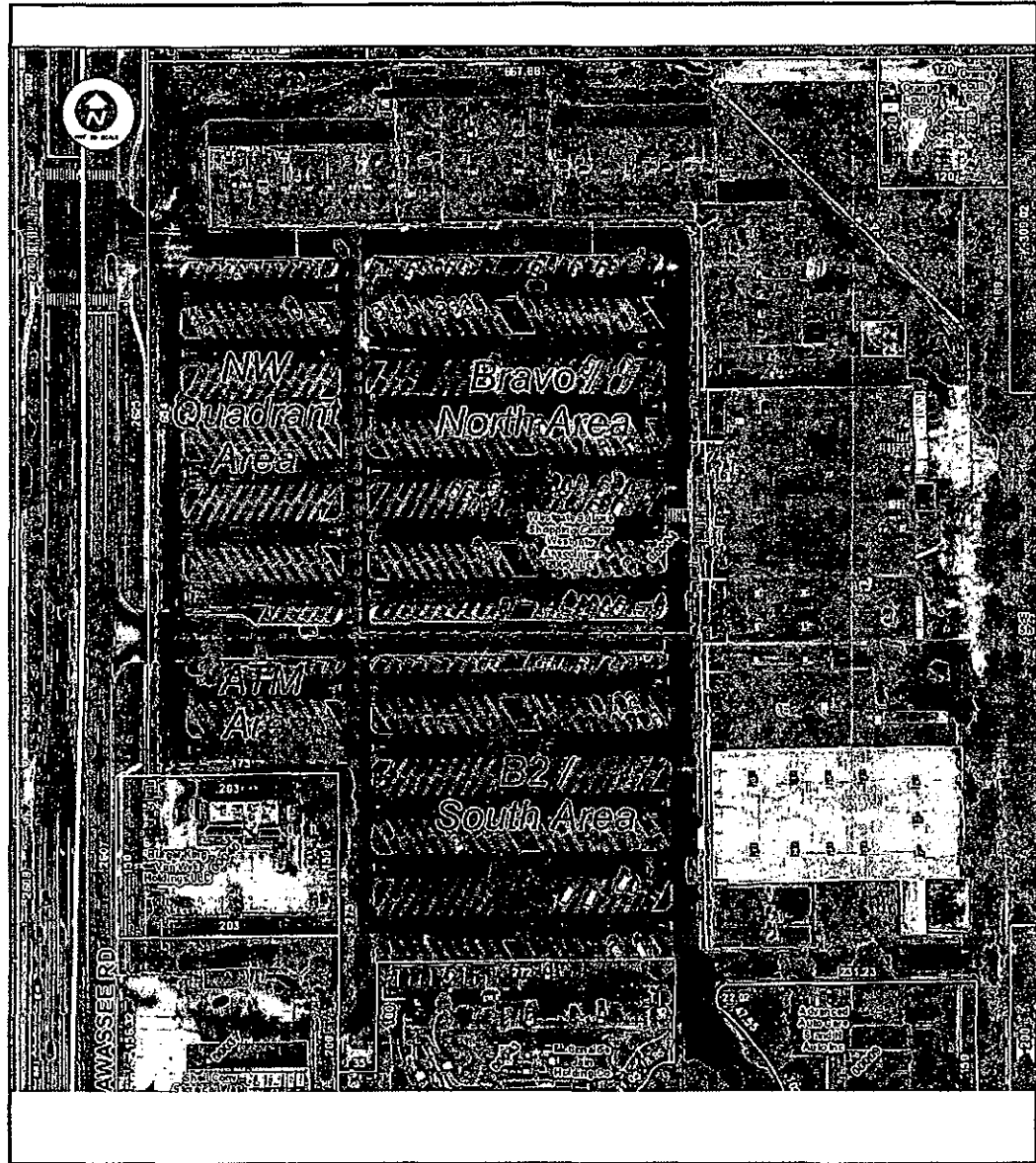
While this shopping center has many various small stores and very little vacancy, it has in the past underperformed in comparison to newer shopping centers and named brand "big box" stores.

A fast food restaurant (Popeye's Restaurant) is planned to be developed within an out-parcel in the Northwestern corner of the Westgate Square Shopping Center. Based on conversations with the owners and management, the parking lot designated for the shopping center has been underutilized in past history.

Based on this evaluation, it is projected that there will be a anticipated maximum utilization of 48.4% of the Westgate Square Shopping Center parking available after addition of the Popeye's Restaurant. This will result in an estimated 272 spaces remaining unused during the maximum utilization conditions.

Conclusions

Based on survey and evaluation completed for the Westgate Square Shopping Center, the existing parking is currently underutilized. After the addition of the Popeye's Restaurant, there will continue to be ample available parking for all users of the Westgate Square Shopping Center. While the Westgate Square Shopping Center does not contain parking provisions to meet the County's code requirements, the parking demands will be met based on observations of the actual utilization.



Westgate Square Parking Utilization
Orange County, Florida
Parking Areas

Figure 2

Attachment A
Westgate Square Shopping Center
Observed Parking Spaces Utilized

Date: 9/17/2015

	<u>B2 /</u>	<u>Bravo /</u>	<u>NW</u>		
	<u>South</u>	<u>North</u>	<u>Quad</u>	<u>ATM</u>	Totals
<u>Time</u>					
16:00	27	115	20	1	163
16:15	34	108	23	2	167
16:30	26	100	22	1	149
16:45	35	115	27	1	178
17:00	31	125	17	2	175
17:15	25	116	24	1	166
17:30	23	132	21	2	178
17:45	28	109	19	0	156
18:00	27	113	17	0	157
18:15	23	97	14	0	134
18:30	26	92	15	0	133
18:45	<u>23</u>	<u>96</u>	<u>19</u>	<u>0</u>	138
TOTAL:	328	1318	238	10	

AVERAGE 157.8

MAX 178

Attachment B
Westgate Square Shopping Center
Observed Parking Spaces Utilized

Date: 9/18/2015

	<u>B2 /</u> <u>South</u>	<u>Bravo /</u> <u>North</u>	<u>NW</u> <u>Quad</u>	<u>ATM</u>	Totals
<u>Time</u>					
11:00	32	105	27	0	164
11:15	36	103	32	1	172
11:30	34	101	28	0	163
11:45	34	118	26	0	178
12:00	35	107	27	1	170
12:15	35	111	26	0	172
12:30	36	112	24	0	172
12:45	41	114	24	0	179
					AM AVERAGE 171.3
					AM MAX 179
17:00	34	90	25	1	150
17:15	39	102	29	0	170
17:30	35	88	28	0	151
17:45	33	83	38	0	154
18:00	36	100	31	0	167
18:15	31	97	32	0	160
18:30	28	105	30	0	163
18:45	27	103	26	0	156
TOTAL:	546	1639	453	3	
					PM AVERAGE 158.9
					PM MAX 170
					OVERALL DAY AVERAGE 165.1
					OVERALL DAY MAX 179

Attachment C**Westgate Square Shopping Center****Observed Parking Spaces Utilized**

Date: 9/19/2015

	<u>B2 /</u>	<u>Bravo /</u>	<u>NW</u>		
	<u>South</u>	<u>North</u>	<u>Quad</u>	<u>ATM</u>	Totals
<u>Time</u>					
11:00	35	106	19	0	160
11:15	31	105	19	0	155
11:30	30	98	20	0	148
11:45	32	87	21	0	140
12:00	33	109	23	0	165
12:15	30	122	24	0	176
12:30	31	120	23	0	174
12:45	29	129	17	1	176
				AM AVERAGE	161.8
				AM MAX	176
16:45	22	107	20	0	149
17:00	23	97	20	0	140
17:15	26	101	20	0	147
17:30	23	107	23	0	153
17:45	25	113	20	0	158
TOTAL:	370	1401	269	1	
				PM AVERAGE	155.0
				PM MAX	176
				OVERALL DAY AVERAGE	154.4
				OVERALL DAY MAX	176

Attachment D
Westgate Square Shopping Center
Observed Parking Spaces Utilized

	Overall	Thurs 09/17 4 pm - 7 pm	Fri 09/18 11 am - 1 pm	Fri 09/18 5 pm - 7 pm	Sat 09/19 11 am - 1 pm	Sat 09/19 5 pm - 7 pm
Average Total Occupied Parking Spaces	161	158	171	159	162	155
Max Total Occupied Parking Spaces	179	178	179	170	176	176



STAFF REPORT
CASE #VA-16-01-132
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
01/07/2016
Commission District: 6

GENERAL INFORMATION:

APPLICANT: Popeye's Restaurant

REQUEST: Variance in the C-1 zoning district to provide 527 parking spaces in lieu of 714 parking spaces.

(Note: Applicant is proposing a new Popeye's Restaurant within the existing shopping center).

LOCATION: Northeast corner of Silver Star Rd. and Hiawassee Rd.

PROPERTY ADDRESS: 2625 N Hiawassee Rd.

PARCEL ID: 13-22-28-0000-00-004

TRACT SIZE: 16.9 acres

DISTRICT #: 6

ZONING: C-1

STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes a 2,537 square foot Popeye's restaurant. It requires thirty-four (34) parking spaces. The shopping center requires 680 parking spaces. Therefore, the required total parking is 714 parking spaces.
2. After the construction of Popeye's and the re-development of the existing shopping center, there will be 527 total parking spaces. This leaves a deficiency of 187 parking spaces.

3. It's important to note that the existing shopping center was built with only 575 parking spaces even though the parking code required 680 parking spaces.

4. The applicant conducted a parking study. The applicant will provide details regarding that study. The parking study assumes an eighty-one percent (81%) occupancy rate. If the BZA feels comfortable with the assumptions and results of the study, then approval of the variance is warranted. For the past several years, drive-by inspections clearly showed the parking lot is underutilized.

5. Applicant is advised that no free standing signage is permitted for the Popeye's unless it has its own parcel boundaries.

STAFF RECOMMENDATION:

If the BZA approves this request, the following conditions should be imposed:

1. Development in accordance with site plan dated November 6, 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. Approval of this request does not constitute approval of the site design layout shown for the Popeye's Restaurant. Construction of the Popeye's restaurant shall comply with all applicable regulations; and,
4. Landscaping shall comply with the requirements of Chapter 24, Orange County Code.

cc: Robert Ziegenfuss, Applicant's Representative

DATE: February 9, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: *[Signature]* Joseph C. Kunkel, P.E., Deputy Director, Public Works Department

SUBJECT: **PETITION TO VACATE PTV-15-06-016 - James H. McNeil, Jr., of Akerman, LLP, on behalf of Magnolia Estates, LLC**

Reason For Vacation

The petitioner requests that Orange County vacate two 15 ft wide ingress/egress easements containing 0.44 acres and 0.45 acres, respectively, for a total of approximately 0.89 acres. The easements are located along the north and east property lines of the subject property. The petitioner wishes to vacate in order to allow for future development of the property.

Location of Property/Legal Description

The property lies east of Avalon Road and north of Seidel Road. Public interest was created per four warranty deeds, as recorded in O.R. Book 946, Page 438, O.R. Book 1162, Page 643, O.R. Book 3918, Page 2906, and O.R. Book 4408, Page 340, of the Public Records of Orange County, Florida. The parcel is unaddressed and it lies in District 1.

Statement of No Objection

The Real Estate Management, Engineering, Transportation Planning, Roads and Drainage and Environmental Protection Divisions have consented to the request. All utility providers have also consented. The Relationship Disclosure and Specific Expenditure forms have been submitted.

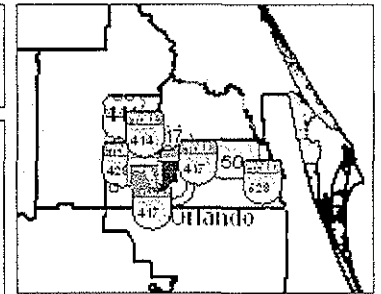
Staff Findings

Orange County Utilities infrastructure exists within the easement located along the north property line. There appears to be no other visible improvements within the easements requested for vacation.



Staff Recommendations

Approval of this request will have no adverse effect on Orange County. Staff has no objection to this request.

ACTION REQUESTED: APPROVAL OF PTV-15-06-016 – DISTRICT 1



Legend

-  Petitioner's property
-  15 ft wide ingress/egress easement to be vacated

15 ft wide ingress/egress
easement to be vacated

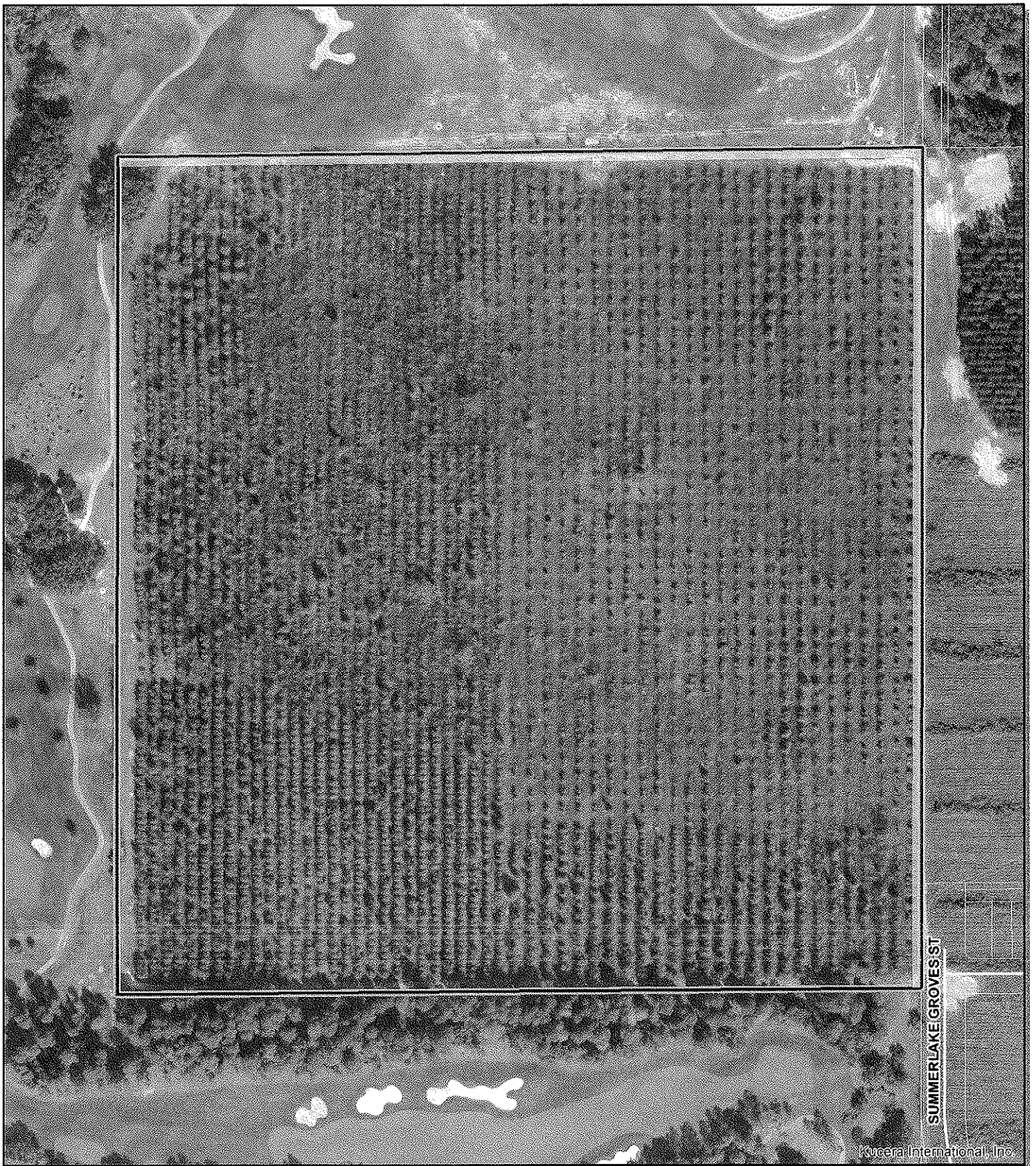
1: 3,822



0.1 0 0.06 0.1 Miles

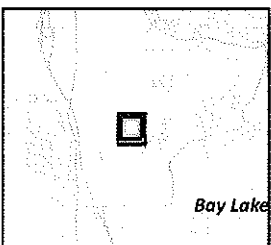
Notes

Parcel I.D.# 05-24-27-0000-00-001



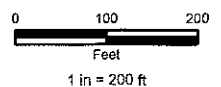
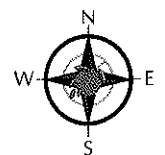
PTV # 15-06-016

**James H. McNeil, Jr., of Akerman, LLP,
on behalf of Magnolia Estates, LLC**



Subject Property

Ingress/ Egress Easements to be Vacated




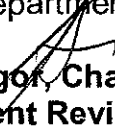


Interoffice Memorandum

January 28, 2016

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

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

CONTACT PERSON: John Smogor, Chairman 
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 9, 2016 – Public Hearing
Tom R. Sullivan, Gray Robinson
Vineland Pointe Planned Development (PD)
Substantial Change - Case # CDR-15-05-145 / District 1

The Vineland Pointe PD contains approximately 113.0 gross acres and was originally approved by the Board of County Commissioners (BCC) on September 24, 1991. The project is generally located east of Darryl Carter Parkway, approximately 2,000 feet north of South International Drive. Furthermore, the cumulative PD development entitlements consist of 580,000 square feet of commercial uses; 245 hotel rooms, and 440 residential units.

Through this PD substantial change, the applicant is requesting to increase Phase I development entitlements from 440 residential units to 800 residential units and 120,793 square feet of commercial. The request is also consistent with the applicable Activity Center Residential (ACR) and Activity Center Mixed Use (ACMU) density / intensity provisions described in Policy FLU1.1.4(D).

The request was initially considered by the Board of County Commissioners (BCC) on December 15, 2015, but was continued for purposes of conducting a community meeting. The community meeting has since been scheduled for Monday, February 1, 2016 at Sand Lake Elementary School; therefore, a verbal summary of the meeting will be provided at the February 9, 2016 Board of County Commissioners (BCC) public hearing.

On August 26, 2015, the Development Review Committee (DRC) determined that the request would constitute a substantial change and recommended approval, subject to the conditions listed in the staff report.

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 Vineland Pointe Planned Development / Land Use Plan (PD/LUP) dated “Received August 6, 2015”, subject to the recommended Development Review Committee (DRC) conditions listed in the Staff Report. District 1

Attachments

CASE # CDR-15-05-145

Commission District: # 1

GENERAL INFORMATION

APPLICANT Tom R. Sullivan, Gray Robinson

OWNER Pride Homes of Vineland, LLC (*affected parcel only*)

PROJECT NAME Vineland Pointe Planned Development / Land Use Plan (PD/LUP)

PARCEL ID NUMBER 14-24-28-4796-01-000 (*affected parcel only*)

TRACT SIZE 113.0 gross acres (*overall PD*)
33.5 gross acres (*affected parcel only*)

LOCATION East of Darryl Carter Parkway, approximately 2,000 feet north of S. International Drive.

REQUEST A substantial change to amend the Vineland Pointe PD by increasing PD Phase I development entitlements from 440 residential units to 800 residential units and 120,793 square feet of commercial, and by adding "Tourist Commercial" as a permitted use within PD Phase I.

PUBLIC NOTIFICATION A custom notification area extending beyond thirteen-hundred (1,300) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Six hundred eighty-eight (688) notices were mailed to those property owners in the notification buffer area. A community meeting is also being held on Monday, February 1, 2016.

IMPACT ANALYSIS

Special Information

The existing Vineland Pointe PD contains approximately 113.0 gross acres, and was originally approved by the Board of County Commissioners on September 24, 1991. As listed below, the overall project has existing and cumulative development entitlements for 580,000 square feet of commercial uses; 245 hotel rooms; and 440 residential units.

EXISTING DEVELOPMENT PROGRAM

Phase / Lot	Land Use and Entitlements
Phase I	440 Residential Units
Phase II	317,000 Sq. Ft. Tourist Commercial
	245 Hotel Rooms
Phase III	263,000 Sq. Ft. Tourist Commercial

This PD substantial change only affects the Phase I portion of the project, which is

designated as Activity Center Residential (ACR) and Activity Center Mixed Use (ACMU) on the adopted Future Land Use Map (FLUM). The applicant is seeking to increase Phase I development entitlements from 440 residential units to 800 residential units and 120,793 square feet of commercial. As reflected in the following table, the request is consistent with the applicable Activity Center Residential (ACR) and Activity Center Mixed Use (ACMU) density / intensity provisions described in Policy FLU1.1.4(D).

Proposed Phase I Development Program

FLUM	Acreage	Max. Density (Residential)	Max. Intensity (Non-Residential)	Maximum Allowed	Proposed
ACR	28.72	30 units per acre	10,000 Sq. Ft. per 125 units*	861 units and 50,000 Sq. Ft.	800 Units and 50,000 Sq. Ft.
ACMU	4.78	30 units per acre**	3.0 Floor Area Ratio	624,650 Sq. Ft.	70,793 Sq. Ft.

**Non-residential development within ACR is limited to a maximum of 50,000 sq. ft.*

***Residential development within ACMU is limited to 30% of the total developable land area.*

Land Use Compatibility

The subject parcel is within the Lake Willis Neighborhood overlay district, which has incremental non-residential height restrictions from adjacent single-family residential zoning districts. There are also overlay restrictions on lighting and non-residential development building orientation, as well as requirements for project screening non-residential development from adjacent to single-family zoned properties. No waivers from any of the applicable overlay standards have been requested; therefore, the subject PD substantial change has been deemed to be compatible with surrounding properties.

Comprehensive Plan (CP) Consistency

The subject property has underlying Future Land Use Map (FLUM) designation of Activity Center Residential (ACR) and Activity Center Mixed Use (ACMU). The proposed PD substantial change is consistent with this FLUM designation.

Community Meeting Summary

A community meeting is being held for this request on Monday, February 1, 2016 at Sand Lake Elementary School. Results of the meeting were not available during the preparation of this report, but will be verbally summarized at the February 9, 2016 Board of County Commissioners (BCC) public hearing.

Rural Settlement

The subject property is not located within a Rural Settlement.

Overlay District Ordinance

The subject property is located within the Lake Willis Neighborhood Overlay District which has enhanced lighting, landscape buffering, screening, as well as access and incremental height restrictions adjacent to the single-family district (Section 38-1400).

Joint Planning Area

The subject property is not located within a JPA.

Environmental

Environmental Protection Division (EPD) staff reviewed the PD substantial change and 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.

Schools

The Orange County Public School Board has approved a Capacity Enhancement Agreement (CEA) for the subject project (*refer to Condition of Approval #9*).

Parks and Recreation

Orange County Parks and Recreation staff reviewed the substantial change but did not identify any issues or concerns.

Specific Project Expenditure Report and Relationship Disclosure Forms

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

DRC Recommendation – (August 26, 2015)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Vineland Pointe Planned Development / Land Use Plan (PD/LUP) dated "Received August 6, 2015", subject to the following conditions:

1. Development shall conform to the Vineland Pointe Planned Development / Land Use Plan (PD/LUP) dated "Received August 6, 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, ordinance 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 zoning and the land use plan dated "Received August 6, 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. 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.
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. Developer to meet terms of Agreement and construct Vineland widening. (OR Book 07703, Page 1210).
8. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
9. The following Education Condition of Approval shall apply:

- a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board and effective on November 20, 2015.
- 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 440 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
- c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
- d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
- e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
10. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval, and include main sizes supporting demands.
11. Right-of-way for Lake Street shall be dedicated to Orange County as depicted on the Land Use Plan, prior to approval of the first PSP / DP.
12. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 20, 2013 shall apply:
 - a. Pole signs and new billboards shall be prohibited. Existing billboard may remain, as stipulated in the Agreement dated August 14, 2000, and amended on June 18, 2013, and August 20, 2013.
 - b. The following BCC Conditions of approval dated April 19, 2005 shall apply:
 - 1) Outdoor storage and display shall be prohibited.
 - 2) Project shall conform to the Lake Willis Guidelines.

- 3) No access to Lake Willis Drive or the East Road.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(August 20, 2013)*

Upon a motion by Commissioner Boyd, seconded by Commissioner Thompson and carried, with all present Commissioners voting AYE, the Board approved a substantial change request to extend the date for which existing billboards may remain, as stipulated in an Agreement dated August 14, 2000, and amended on June 18, 2013 and August 20, 2013, subject to conditions.

CDR-15-05-145



Subject Property
 PD Boundary



★ Subject Property

Zoning Map

ZONING: PD (Planned Development)

APPLICANT: Tom R. Sullivan, Gray Robinson

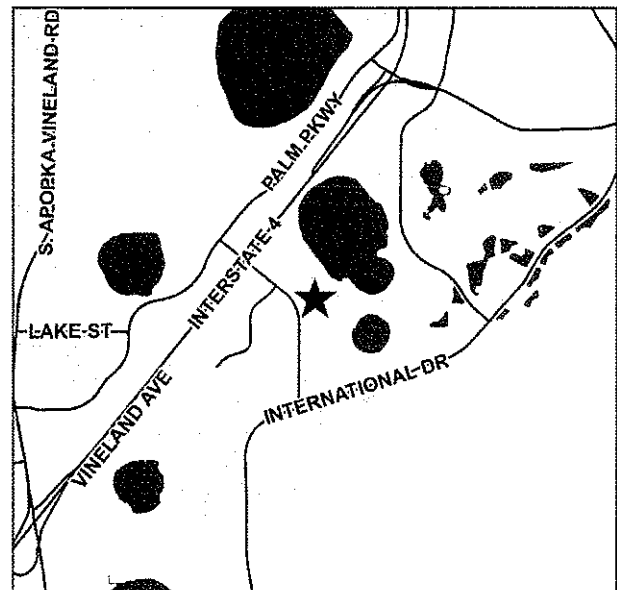
LOCATION: East of Darryl Carter Parkway,
 approximately 2,000 feet north of S.
 International Drive.

TRACT SIZE: 113.00 gross acres (overall PD)
 33.50 gross acres (affected parcel)

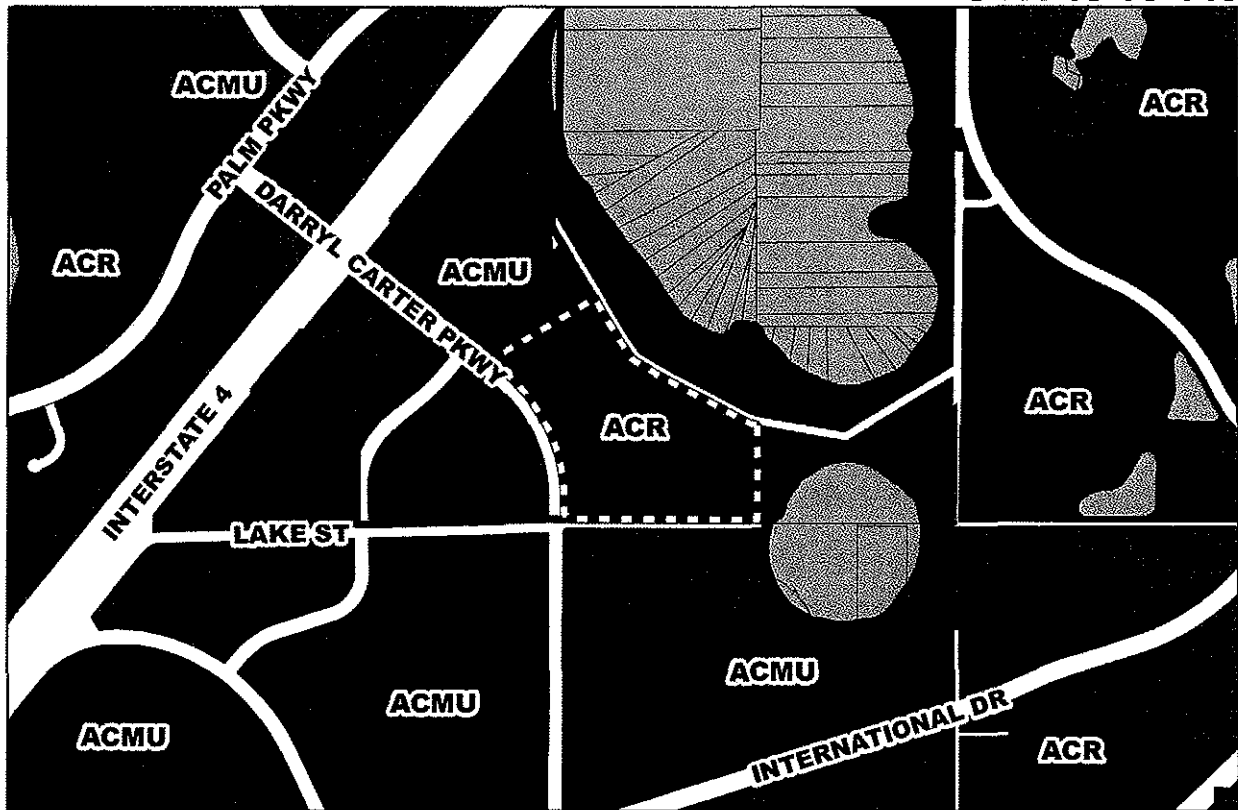
DISTRICT: # 1

S/T/R: 14/24/28

1 inch = 1,042 feet



CDR-15-05-145



Subject Property
 PD Boundary



★ Subject Property

Future Land Use Map

FLUM: Activity Center Mixed Use (ACMU) and
 Activity Center Residential (ACR)

APPLICANT: Tom R. Sullivan, Gray Robinson

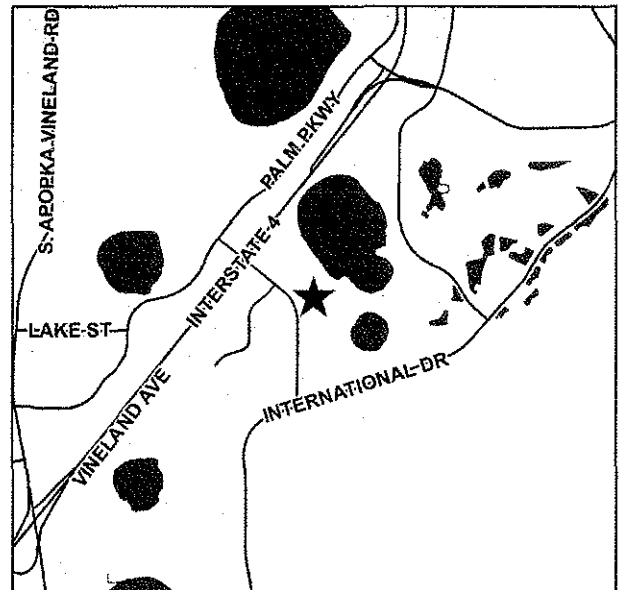
LOCATION: East of Darryl Carter Parkway,
 approximately 2,000 feet north of S.
 International Drive.

TRACT SIZE: 113.00 gross acres (overall PD)
 33.50 gross acres (affected parcel)

DISTRICT: # 1

S/T/R: 14/24/28

1 inch = 1,042 feet



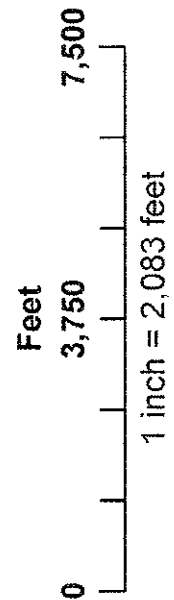
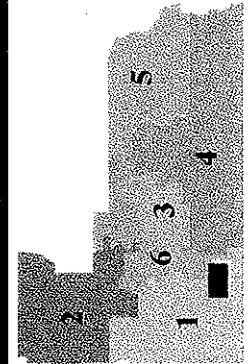
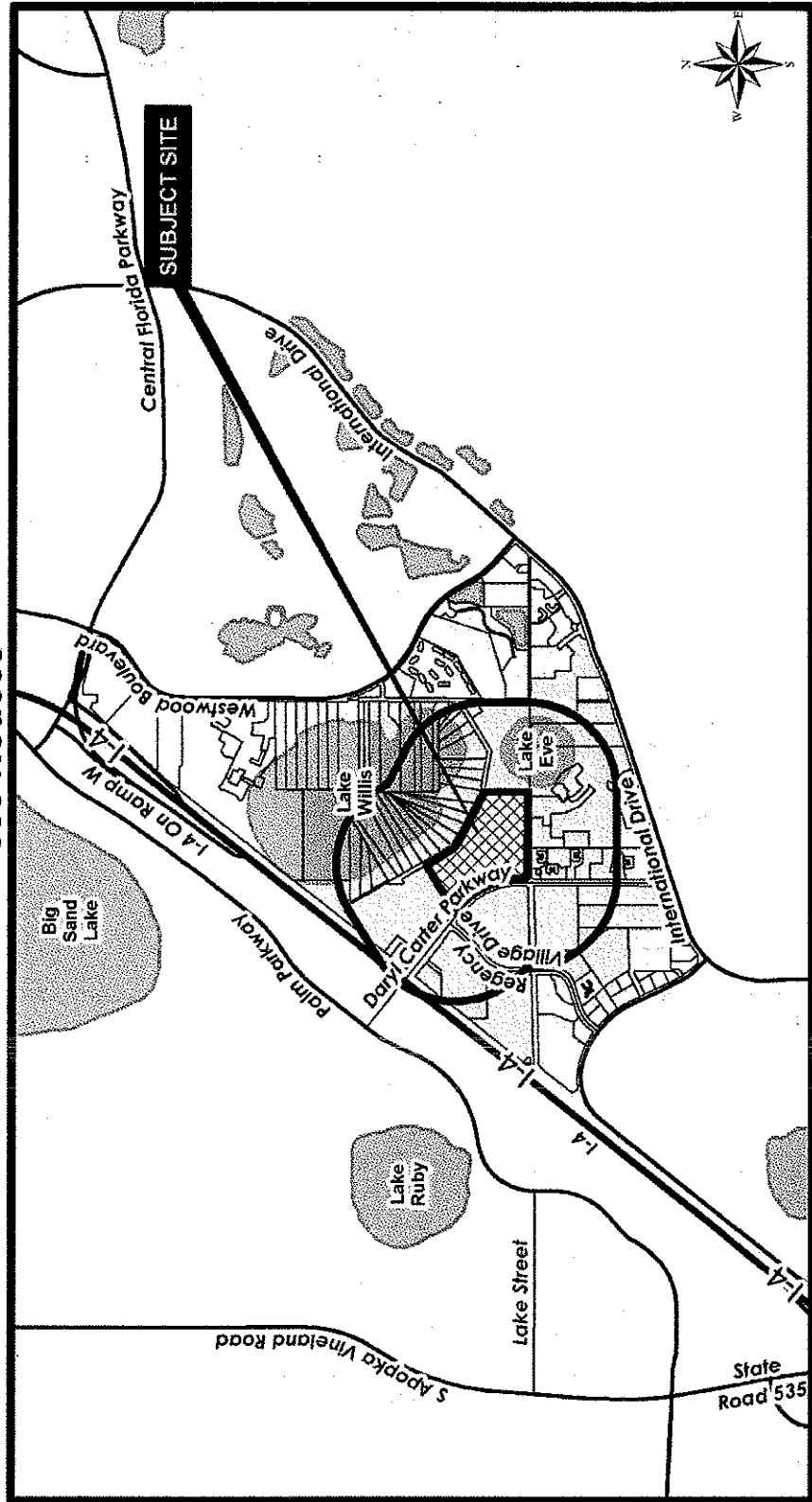
Vineland Pointe PD/LUP (Cover Sheet)

[illegible]



Notification Map

Public Notification Map Vineland Pointe PD_CDR-15-05-145 688 Notices



Legend

	HYDROLOGY
	SUBJECT
	1300
	SELECTED
	ADDITIONAL
	PARCELS

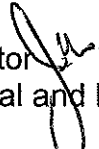
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Interoffice Memorandum

January 28, 2016

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

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

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 9, 2016 – Public Hearing
Erika Hughes, VHB, Inc.
Sand Lake Resort Club Planned Development (PD)
Substantial Change - Case # CDR-15-09-264 / District 1

The Sand Lake Resort Club PD was originally approved on July 26, 1973, as Sand Lake Villas PD and currently provides for 1,261 resort residential / timeshare units. Through this PD substantial change, the applicant is seeking to add 107 timeshare units and 10,000 square feet of commercial uses to the existing development program.

As summarized in the attached staff report, one (1) community meeting was held for this request on January 27, 2016. The request also received a recommendation of approval by the Development Review Committee (DRC) on December 16, 2015.

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 Sand Lake Resort Club Planned Development / Land Use Plan (PD/UNP) dated "Received November 23, 2015", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

Attachments

CASE # CDR-15-09-264

Commission District: # 1

GENERAL INFORMATION

APPLICANT	Erika Hughes, VHB, Inc.
OWNERS	Westgate Lakes LTD and Central Florida Investments, Inc.
PROJECT NAME	Sand Lake Resort Club (aka "Westgate Lakes Resort") Planned Development / Land Use Plan (PD/LUP)
PARCEL ID NUMBERS	02-24-28-0000-00-003; 02-24-28-0000-00-025; 02-24-28-0000-00-027; 02-24-28-0000-00-029; 02-24-28-9200-00-001; 02-24-28-9210-99-999; 02-24-28-9220-99-999; 02-24-28-9230-99-999; 02-24-28-9240-99-999; 11-24-28-0000-00-017; and 11-24-28-7806-00-001
TRACT SIZE	179.40 gross acres
LOCATION	10000 Turkey Lake Road; or generally located on the west side of Turkey Lake Road and south of Sand Lake Road.
REQUEST	A PD substantial change to increase the maximum number of timeshare units from 1,261 to 1,368 (<i>an increase of 107 units</i>), and to add 10,000 square feet of commercial uses.
PUBLIC NOTIFICATION	A notification area extending beyond five hundred (500) feet was used for this application [<i>Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet</i>]. One hundred forty- nine (149) notices were mailed to those property owners in the notification area. A community meeting was also held for this request at Dr. Phillips High School on January 27, 2016 (<i>refer to meeting summary below</i>).

IMPACT ANALYSIS

Special Information

The Sand Lake Resort Club PD was originally approved on July 26, 1973, as the Sand Lake Villas PD and currently provides for 1,261 resort residential / timeshare units. Through this PD substantial change, the applicant is seeking to add 107 timeshare units and 10,000 square feet of commercial uses to the existing development program.

This PD has been known under several names since originally approved, including Sonesta Villa Resort, Sand Lake Resort, Sand Lake Shores, and Sand Lake Resort Club. However, the project is now commonly referred to as the "Westgate Lakes Resort and Spa".

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has underlying Future Land Use Map (FLUM) designations of MDR (Medium Density Residential) and WB (Water Body). The original PD which was approved in 1973, allowed for tourist-commercial / timeshare uses. Future Land Use Element (FLUE) Policy FLU8.1.5 states that PDs approved prior to 1991 are considered to be consistent with the CP.

Community Meeting Summary

A community meeting was held for this request on January 27, 2016 at Dr. Phillips High School. Excluding Orange County staff, the District 1 Planning and Zoning Commission (PZC) member Jimmy Dunn, and District 1 Commissioner Scott Boyd, the meeting was attended by approximately fifteen (15) residents. Residents asked for clarification on proposed parking, specific types of commercial activity, and anticipated construction timeframe; however, were generally supportive or had no objections. In response to one inquiry, Commissioner Boyd also indicated that staff would look into the possibility of providing turn lanes into the project from Turkey Lake Road.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

There are wetlands within the PD boundaries including a portion of Big Sand Lake. 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.

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.

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 Change Determination 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

DRC Recommendation – (December 16, 2015)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Sand Lake Resort Club Planned Development / Land Use Plan (PD/LUP) dated "Received November 23, 2015", subject to the following conditions:

1. Development shall conform to the Sand Lake Resort Club Planned Development / Land Use Plan (PD/LUP) dated "Received November 23, 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 23, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit

by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
5. The Developer shall obtain wastewater service and reclaimed water service from Orange County Utilities.
6. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing reclaimed water and wastewater systems have been designed to support all development within the PD.
7. 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.
8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval dated April 19, 1994, April 22, 1985, July 23, 1984, August 8, 1983, July 18, 1983, March 9, 1982, December 22, 1980, and July 26, 1973, shall apply:
 - a. Major street setbacks and right-of-way dedications shall be per Article XXI.
 - b. Any removal of shoreline plant material shall be as approved by the Manager of the Orange County Environmental Protection Division and consistent with the Orange County Lakeshore Protection Ordinance. Reverse swales shall be constructed along the rear of Section 3 to prevent runoff of pollutants into Sand Lake.
 - c. A five foot wide sidewalk shall be provided along the west side of Turkey Lake Road.
 - d. The Support Facilities Use (80,000 square feet) shall be only in conjunction with the retirement center.
 - e. The minimum living area shall be 500 square feet for all residential units.
 - f. Access rights shall be dedicated to Orange County from land adjacent to Turkey Lake Road at the time of construction plan approval, except at the approved

access.

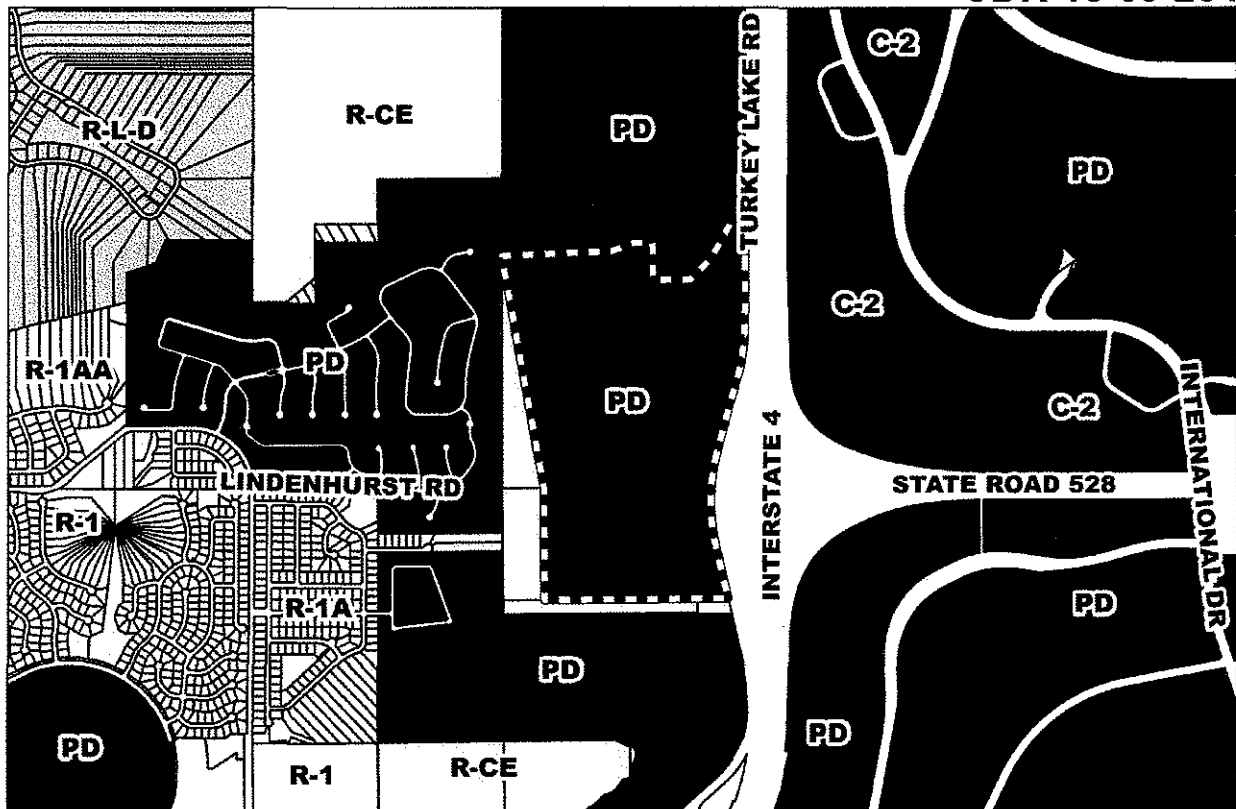
- g. The minimum building setbacks shall be 50 feet from Sand Lake's normal high water elevation (95.5 feet) and 25 feet from property boundary.
- h. Water services to be provided by Orlando Utilities Commission.
- i. A minimum of 25 percent open space area shall be provided for Section 3 and a minimum 20 percent for Section 4, above the normal high water elevation.
- j. The proposed landscape buffer around the professional office and maintenance area shall be increased to a minimum width of 25 feet unless a wall is provided. Specific landscape treatment shall be provided when development plans are submitted for various uses.
- k. The road cross section shall meet Subdivision requirements.
- l. Uses on the lake shall be restricted to residents and their guests (and employees).
- m. Other than an emergency rescue boat, the lake uses shall not include vessels with internal combustion engines.
- n. No more than 20% of the shoreline area shall be cleared in compliance with the Shoreline Protection Ordinance.
- o. Reverse swales should be constructed across the rear of the lawn areas to prevent runoff.
- p. There shall be a minimum of eight acres designated for recreation and open space.
- q. The 100 flood elevation is 102.0. Compensatory storage will be required below the 102.0 elevation.
- r. The mean high water level as computed from County Records is 95.5. A reverse rear yard swale will be required on all lake lots above the 95.5 elevation.
- s. All roads within the townhouse and condominium areas shall be private and maintained by a homeowners' association.
- t. The design of stormwater management systems must comply with Subdivision Regulations and the Growth Management Policy.
- u. The project will be served by two access points from East Sand Lake Road.
- v. Shoreline alteration is limited to ten per cent for each lot and ten per cent of the total shoreline on the resort condominium project, including 500 feet of beach in the South recreation area and 150 feet of beach in the North recreation area.

- w. Stormwater management plan shall comply with Orange County Subdivision Regulations and shall be subject to the approval of the County Engineer and the Director of Pollution Control. Retention/detention facilities shall be designed for storage of the difference between pre/post developed conditions of runoff from a 25 year, 24 hour – 8.6 inch storm with peak rate of discharge limited to predeveloped conditions, or as approved by the County Engineer. Compensating storage will be required for all fill material placed below the 100 Year Flood Elevation of 101.4 feet. Minimum finished floor elevation is to be established at 102.4 feet. A reverse swale should be installed above the 95.5 foot contour to prevent surface runoff from going into Sand Lake.
- x. All roadways shall be constructed to County standards except as modified and approved by the County Engineer. On-site roads may be private except where access is provided to adjacent properties.
- y. All units shall be constructed at a minimum of fifty (50') feet from the Normal High Water Elevation. Every reasonable effort should be made to prevent adverse impacts on the water quality of Sand Lake.
- z. The 100 year flood elevation is 102.0. Compensatory storage will be required below the 102.0 elevation.
- aa. Dedication to County of 60 feet additional right-of-way for East Sand Lake Road and improvement within the boundaries of this property.
- bb. Building not to exceed 8 stories with maximum height of 144 feet.
- cc. All drainage water must remain on property in same volume as land in undisturbed state.
- dd. No percolation areas near Sand Lake to be located below elevation of 101'.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (April 19, 1994)

Upon a motion by Commissioner Freeman, seconded by Commissioner Donegan, and carried with County Chairman Chapin and all commissioners present voting AYE by voice vote, the Board determined that the request by Suzanne Sole for Sonesta Villa Resort PD/LUP was a substantial change; and further, approved the substantial change on the described property, subject to conditions.

CDR-15-09-264



Subject Property



★ Subject Property

Zoning Map

ZONING: PD (Planned Development)

APPLICANT: Erika Hughes, VHB, Inc.

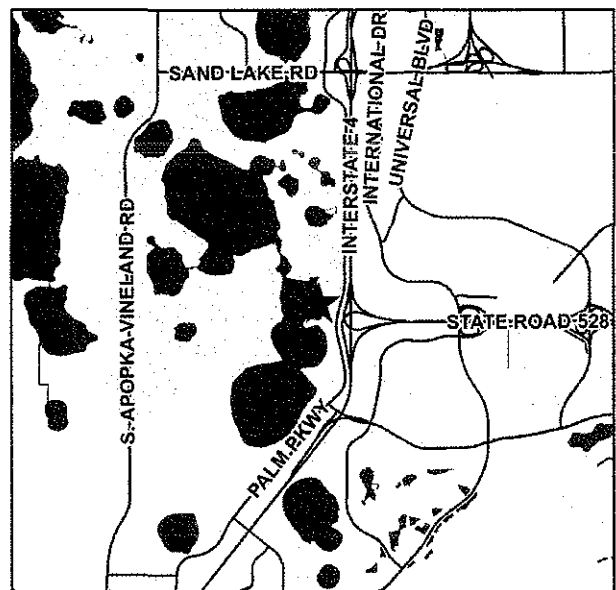
LOCATION: 10000 Turkey Lake Road; or generally located on the west side of Turkey Lake Road and south of Sand Lake Road.

TRACT SIZE: 179.40 gross acres

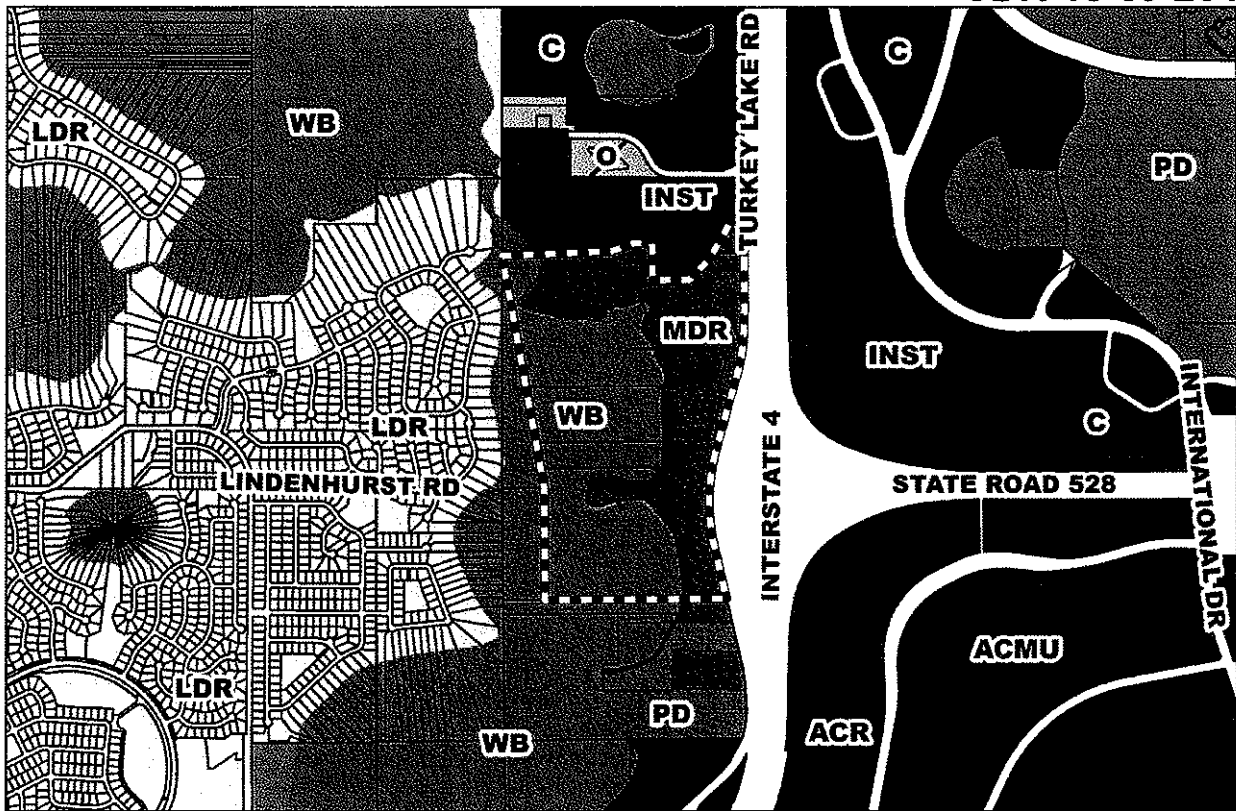
DISTRICT: # 1

S/T/R: 02/24/28, 11/24/28

1 inch = 1,667 feet



CDR-15-09-264



Subject Property



Subject Property

Future Land Use Map

FLUM: MDR (Medium Density Residential) and WB (Water Body)

APPLICANT: Erika Hughes, VHB, Inc.

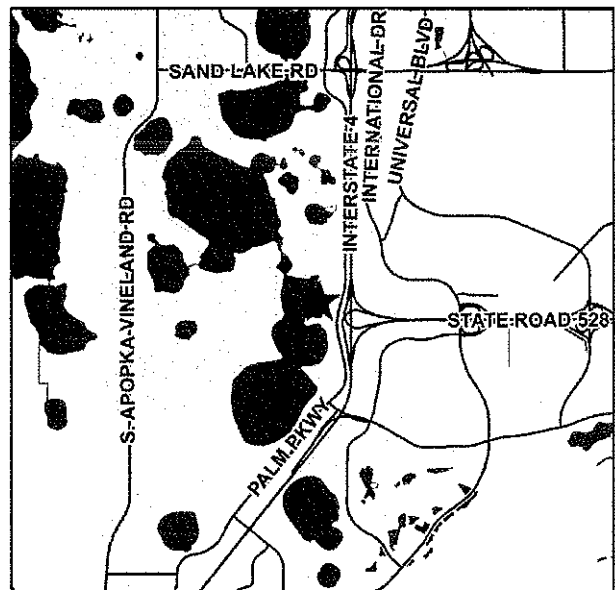
LOCATION: 10000 Turkey Lake Road; or generally located on the west side of Turkey Lake Road and south of Sand Lake Road.

TRACT SIZE: 179.40 gross acres

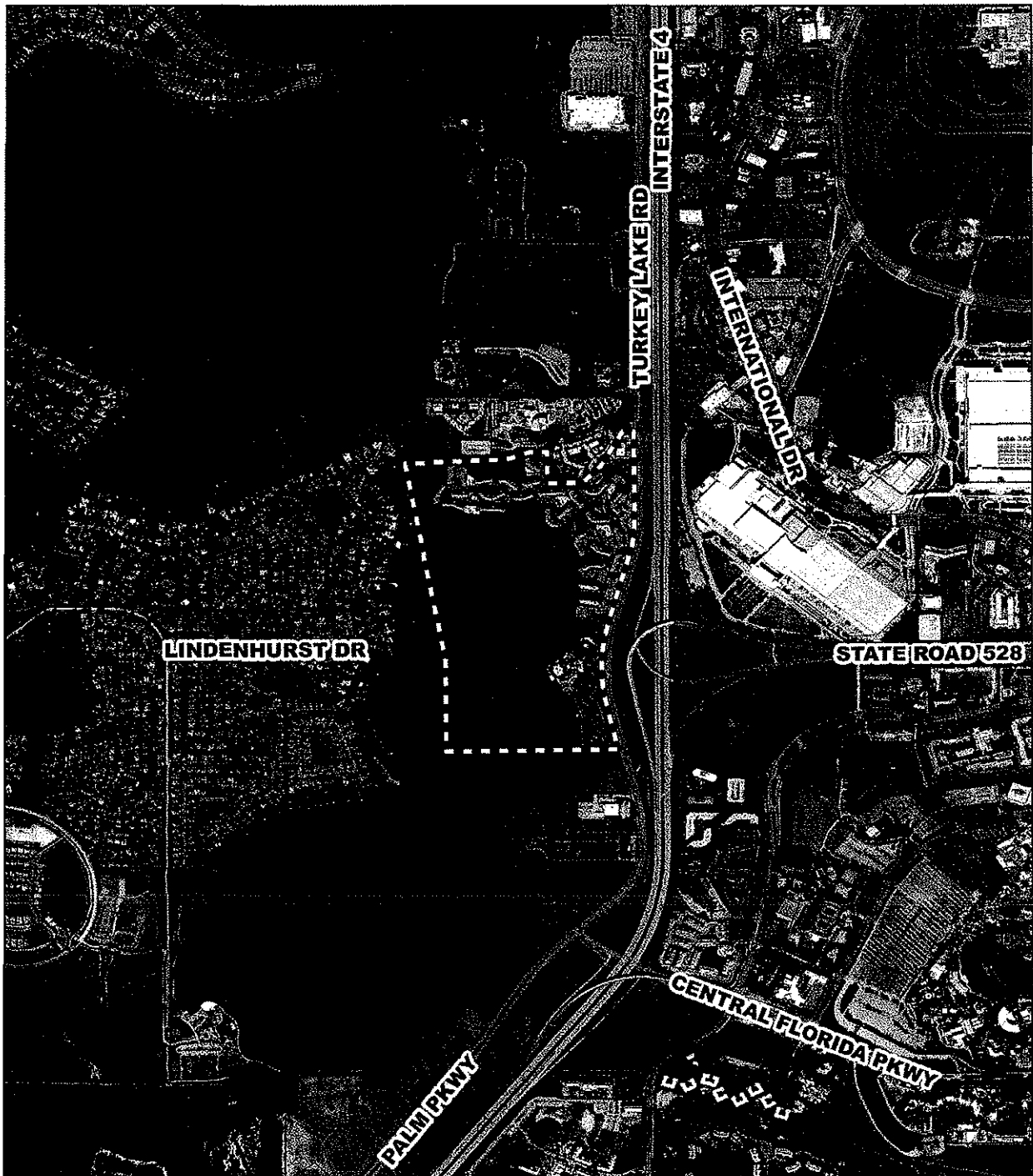
DISTRICT: # 1

S/T/R: 02/24/28, 11/24/28

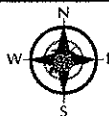
1 inch = 1,667 feet



CDR-15-09-264



Subject Property



1 inch = 1,667 feet

Sand Lake Resort Club PD / LUP (Cover Sheet)

Land Use Plan

Issued for Orange County

Date Issued May 25, 2011

Latest Issue November 16, 2015

Sheet Index

Number	Drawing Title	Latest Issue
2	Land Use Plan	11/16/2015
3	Master Sign Plan	9/17/2015
4 - 5	Conditions of Approval	11/16/2015

Reference Drawings

Number	Drawing Title	Latest Issue

Request: Increase timeshare units from 1261 units to 1368 and add 10,000 square feet of commercial uses

RECEIVED

By The Development Review Committee (DRC) Office at 9:58 am, Nov 23, 2015

VHB Project No: 1525106
Issued for: Orange County

Sand Lake Resort Club PD

Westgate Lakes Resort
Orange County, Florida

CDR - 15-09-264

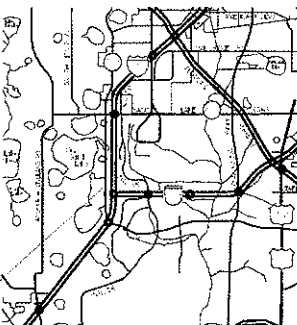
Parcel IDs:

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02-24-28-9230-99-999; 02-24-28-0000-00-027; 02-24-28-0000-00-029;
11-24-28-7806-00-001; 11-24-28-7804-00-001; 11-24-28-7802-00-001;
11-24-28-0000-00-017; 11-24-28-0000-00-023; 11-24-28-0000-00-026

Property Owners

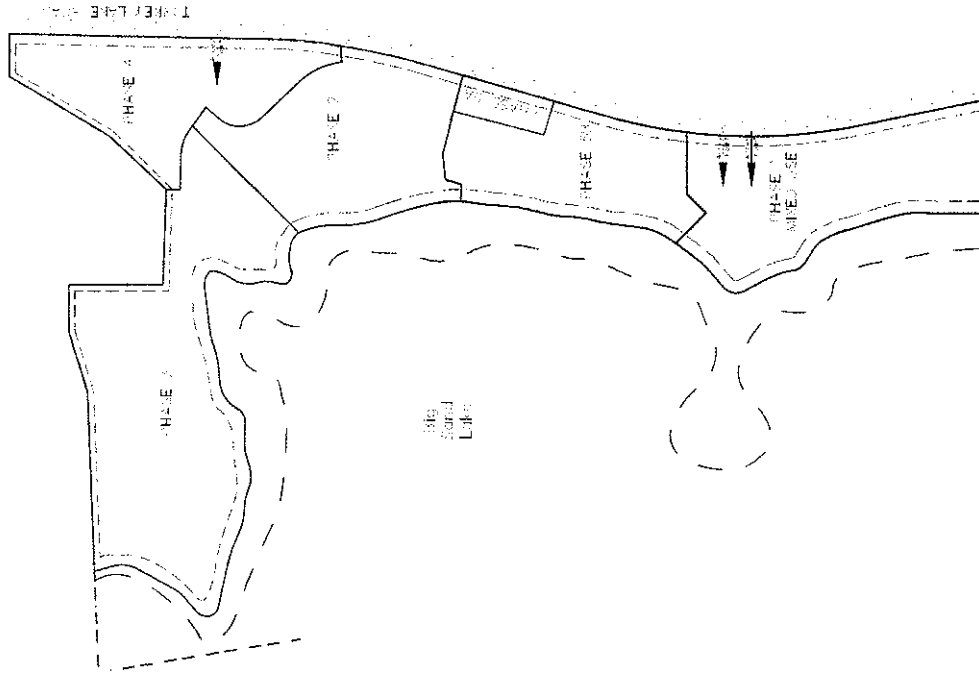
Client
Central Florida Investments
Westgate Resorts
5601 Windward Drive
Orlando, FL 32819

Applicant
VHB
235 E. Robinson Street, Suite 300
Orlando, FL 32801
(407)839-4006 - (407)839-4008



PROJECT
SITE



[illegible]

DEVELOPMENT SUMMARY		TOTAL
LAND USE	CURRENT	PROPOSED
RESORT RESIDENTIAL/TIMBERSHARES	1,761 UNITS	1,350 UNITS
COMMERCIAL	0.45 UNITS	10,000 SQ. FT.
EXISTING LAND USE		
EXISTING TIMING		
EXISTING AREA		
64333 AREA		
2770-1-1 UNITS		
PLANNING DEVELOPMENT (40)		
RESORT RESIDENTIAL/TIMERSHARES		

SITE DESIGN PARAMETERS	
HEIGHT	100 FEET
FLATNESS	10 UNITS/INCHES FOR TIMESHADE
VARIATION	0.34 FOR COMMERCIAL

	THICKNESS OF SOIL	SLOPESIDE	MORE CHANCE THAT JARNEY	40 FEET TUNNEL	60 FEET N.H.W.F.
[REDACTED]	20"				

[illegible]

LAND USE CONVERSION MATRIX	LAND USE	DAILY RATE	CONVERSION RATE
REPORT RESERVATION/RESERVE (ITE CODE 215)		30.00	3.25
CONVERSION RATE (ITE CODE 320)		47,701,500	6.73

WATER SERVICE	ORANGE COUNTY UTILITIES COMMISSION
WASTEWATER SERVICE	ORANGE COUNTY
RECLAIMED WATER	ORANGE COUNTY
FIRE PROTECTION	ORANGE COUNTY
LAW ENFORCEMENT	ORANGE COUNTY
COAST GUARD	NOVA

- [illegible]

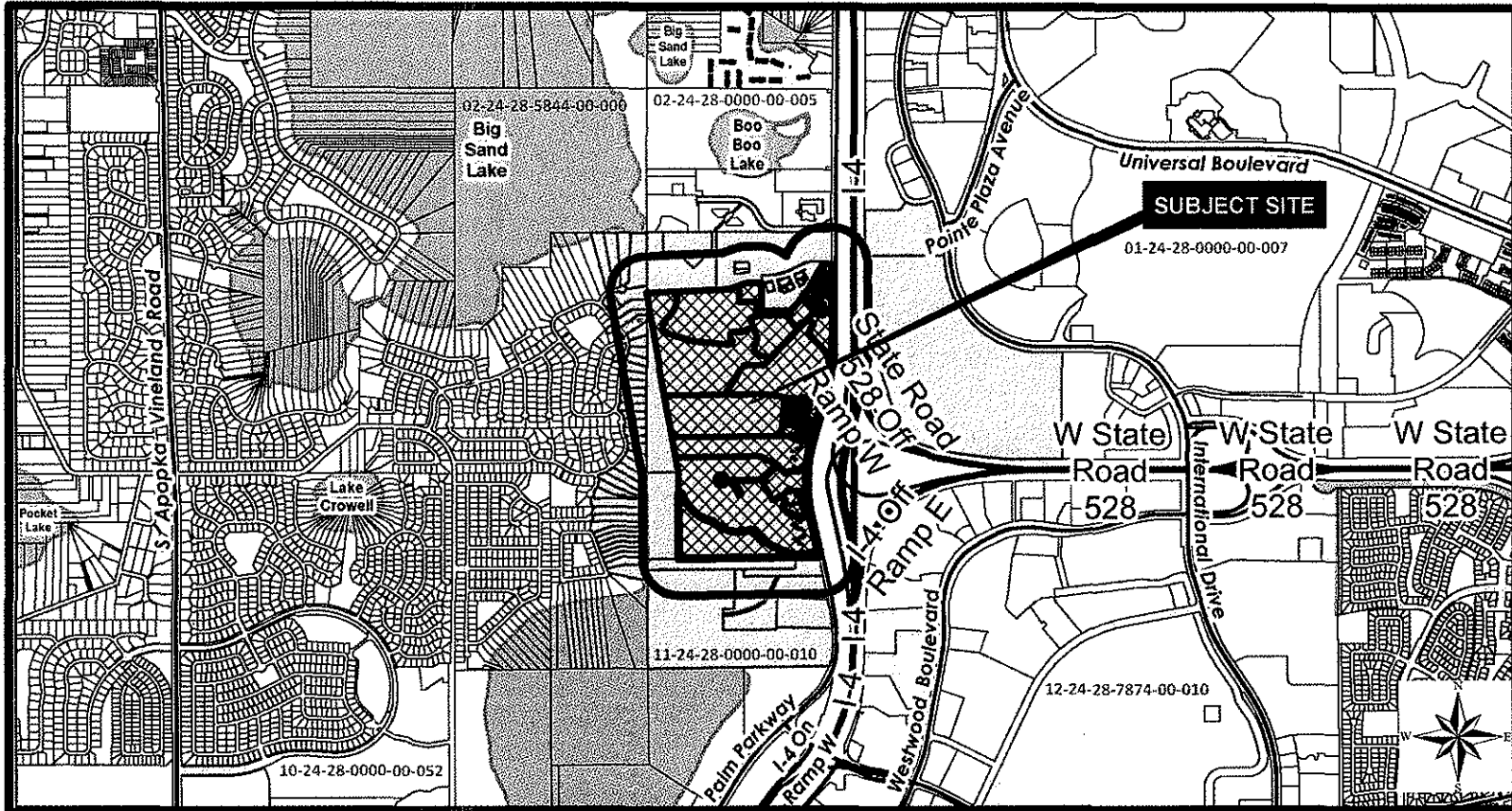
Sand Lake Resort Club PD / LUP



Public Notification Map

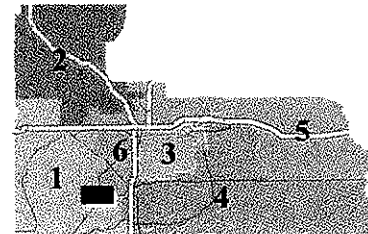
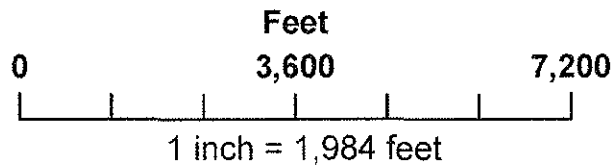
Sand Lake Resort Club PD

Case # CDR-15-09-264



Legend

- | | | | |
|--|------------------|--|--------------|
| | SUBJECT | | HYDROLOGY |
| | 500 ft. BUFFER | | CONFIDENTIAL |
| | NOTIFIED PARCELS | | |
| | PARCELS | | |



Notification Map

DRC Staff Report
 Orange County Planning Division
 BCC Hearing Date: February 9, 2016



January 22, 2016

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

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

CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development Services
Department

SUBJECT: February 9, 2016 – Public Hearing
Shoreline Alteration/Dredge and Fill Permit Application for
the Trustee of the John W. Holloway Revocable Trust
(SADF-15-11-016)

The applicant, John W. Holloway Revocable Trust, is requesting a Shoreline Alteration/Dredge and Fill Permit to construct a seawall along a portion of their shoreline on their property on Lake Conway. The project site is located at 6301 Matchett Road, Orlando, Florida in Orange County Commission District 3. The parcel ID for the site is 24-23-29-3400-00-161.

Notification of the public hearing has been sent to the property owners within 500 feet of the project site.

On November 18, 2015, a Shoreline Alteration/Dredge and Fill Permit Application was submitted to the Orange County Environmental Protection Division (EPD). This application requests the installation of approximately 20 linear feet of new vinyl seawall with a 12 foot return. Once installed, rip rap will be placed at a 2 (horizontal): 1 (vertical) slope along the entire length of the seawall along with dense plantings of native aquatic vegetation on the waterward side of the wall. With a shoreline length of 165 linear feet, an access corridor of 33 linear feet is authorized. The area between the new seawall and the access corridor will be planted with native aquatic vegetation.

A review of historic aerials indicates a white, sand beach has existed along the shoreline littoral zone as far back as the year 1969. The native aquatic vegetation being proposed with the installation of the new seawall will help to protect and improve lake water quality, minimize erosion, and provide habitat for aquatic wildlife.

Staff Recommendation

Approval of the Shoreline Alteration/Dredge and Fill Permit, subject to the following conditions.

Specific Conditions:

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the 'Holloway Seawall Site Plans' submitted by Sheila Cichra, dated as received on November 18, 2015 and January 4, 2016 by EPD. The permitted work must be commenced within six months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six months or completed within one year this permit is void.
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. This permit does not authorize any dredging or filling except that which is necessary for the actual construction of the seawall.
5. The native, aquatic plantings must be implemented in accordance with the 'Proposed Seawall' aerial view figure submitted by Sheila Cichra, dated as received on November 18, 2015 by EPD.
6. Re-vegetation shall be in accordance with EPD conditions and/or replanting plan submitted to EPD. New plantings must be initiated within thirty days of receipt of the permit. After one year, if 80% coverage of native species is not established, additional replanting will be required.
7. The permittee must install riprap at a 2 (Horizontal): 1 (Vertical) slope along the entire length of the seawall.
8. The permittee is required to maintain the turbidity and sedimentation barriers during seawall construction.

General Conditions:

9. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit

may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

10. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
11. Construction plans shall be submitted to EPD prior to initiating any construction activities for review and approval. The construction plans shall include, but are not limited to, a site plan clearly depicting the location and acreage of the impacts and preservation.
12. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
13. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within 60 days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
14. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.

15. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
16. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
17. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
18. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.
19. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
20. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
21. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
22. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
23. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.

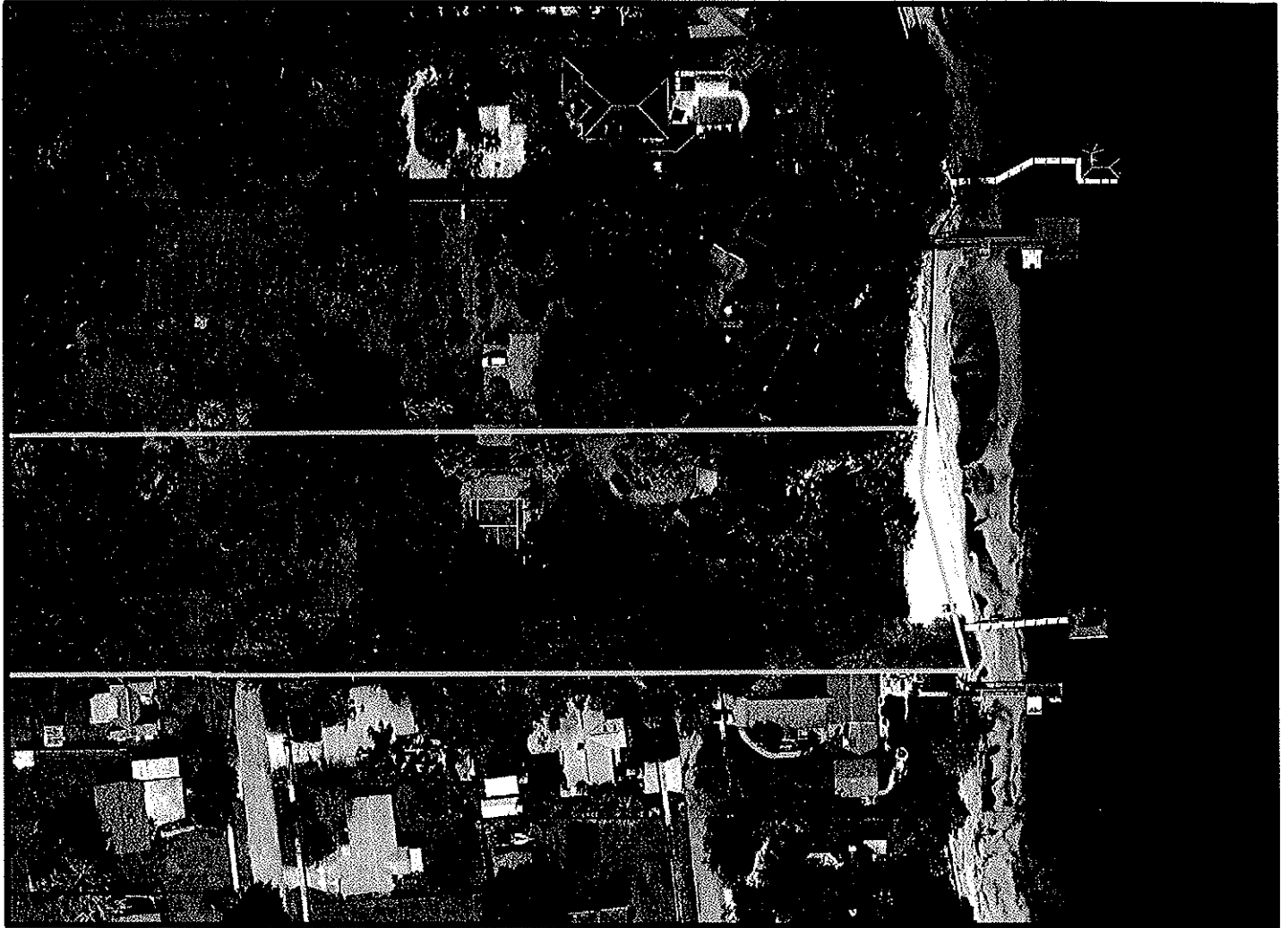
24. Pursuant to Section 125.022, Florida Statutes, issuance of this permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of this permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
25. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

ACTION REQUESTED: Approval of Shoreline Alteration/Dredge and Fill Permit (SADF-15-11-016) for the John W. Holloway Revocable Trust, subject to the conditions listed in the staff report. District 3

JW/LC: mg

Attachments

Shoreline Alteration/Dredge and Fill Permit Request



Shoreline Alteration/ Dredge and Fill Permit Request

District #3

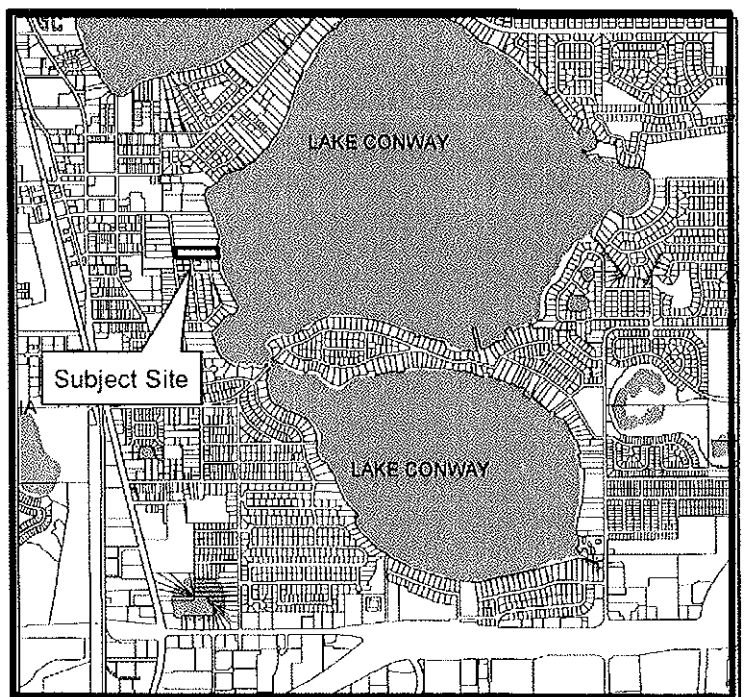
Applicant: Holloway Revocable Trust

Parcel ID: 24-23-29-3400-00-161

Project Site



Property Location





SHORELINE ALTERATION/DREDGE AND
FILL PERMIT APPLICATION

(In Accordance with Orange County Code, Chapter 15, Article VI, and Chapter 33, Articles II and IV)

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

****Enclose a check for the filing and advertising fee of \$182.00 payable to The Board of County Commissioners****

****Process Fee for Appeals and Variances - \$409.00****

SECTION I

OWNER(S) OF THE LAND

Name: John Holloway
Title and Company:
Address: 6201 Matchett Road
City: Belle Isle State: FL Zip: 32809
Telephone and Fax: (407) 855-4712 Email: redstripe6@gmail.com

ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)

Name:
Title and Company:
Address:
City: State: Zip:
Telephone and Fax: Email:

AGENT/CONSULTANT AUTHORIZED TO SECURE PERMIT

Name: Sheila Cichra
Title and Company: President, Streamline Permitting, Inc.
Address: 2154 Oak Beach Boulevard
City: Sebring State: FL Zip: 33875
Telephone and Fax: (407) 450-4241 Email: sheilacichra@gmail.com

CONTRACTOR (IF DIFFERENT FROM AGENT)

Name: Rick Fender
Title and Company: Fender Marine Construction, Inc.
Address: 1201 West Jackson
City: Orlando State: FL Zip: 32805
Telephone and Fax: (407) 481-2750 Email: RFender@cloud9services.com

SECTION 2 - GENERAL INFORMATION:

LOCATION OF PROPERTY

Street Address: 6301 Matchett Road

Tax Parcel ID (s) 24-23-29-3400-00-161

LEGAL DESCRIPTION

SUB OF HARNEY HOMESTEAD C/53 THE SLY 325 FT OF LOT 16 LYING E OF MATCHETT ROAD
(LESS S 1 FT OF W 250 FT & LESS NLY 160 FT OF SLY 325 FT THEREOF) & LAND ON E TO LAKE

Name of water body: Lake Conway Normal High Water Elevation (NHWE): 86.90 msl

Description of Work (This should include mitigation, including re-vegetation): _____

Construct a 20' vinyl seawall with a concrete cap and a 12' return. Coquina rip rap will be installed
in front of the wall in a 2:1 ratio.

Justification for the alteration: The existing retaining wall has become compromised by erosion.

We need to install a lower retaining wall at the NHWE to stabilize the taller upland wall.

REQUIRED ATTACHMENT(S):

- ☐ **Three (3) copies of the Shoreline Alteration Plans that include the following:**
(A Professional Engineer must prepare and sign the plans)
 - ☐ The current and Normal High Water Elevations (NHWE).
 - ☐ Lake Name.
 - ☐ A north arrow.
 - ☐ Bottom elevations or water depths.
 - ☐ The dimensions of the property (including total linear feet of shoreline at the NHWE).
 - ☐ Existing structures and proposed alteration areas with dimensions in feet or square feet.
 - ☐ The location of the requested work with respect to the upland owner's property and adjacent properties.
 - ☐ The owner's name and site address must be on each page of the plans.
 - ☐ A description of sedimentation and erosion control measures used during construction.
- ☐ A property survey or have the alteration areas drawn to scale on a survey.
- ☐ A description of vegetation types identified proposed for alteration.
- ☐ Complete mailing address of all property owners within 500 feet of the project so that Orange County may notify them of the Public Hearing.

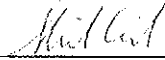
As of January 1, 2009, the attached disclosure forms are required with all permit application submittals. The forms listed below must be completed and notarized.

- ☐ **AGENT AUTHORIZATION FORM**
- ☐ **RELATIONSHIP DISCLOSURE FORM-DEVELOPMENT RELATED**
- ☐ **SPECIFIC EXPENDITURE REPORT FORM**

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

I either own the property described in this application or I have legal authority to allow access to the property and I consent to any site visit on the property by agents or personnel from Orange County, Florida necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

Sheila Cichra



11/15/2015

Typed/Printed Name

Signature

Date

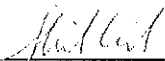
President, Streamline Permitting, Inc.

Corporate Title (if applicable)

By signing and submitting this application form, I am applying for the permit identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true, complete, and accurate. I understand this is an application and not a permit, and that work conducted prior to approval is a violation. I understand that this application and any permit issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of my corporation, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity; I understand that knowingly making any false statements or representation in this application is a violation of Section 15-225, Orange County Code.

Sheila Cichra

Typed/Printed Name of Applicant



11/15/2015

Signature of Applicant/Agent

Date

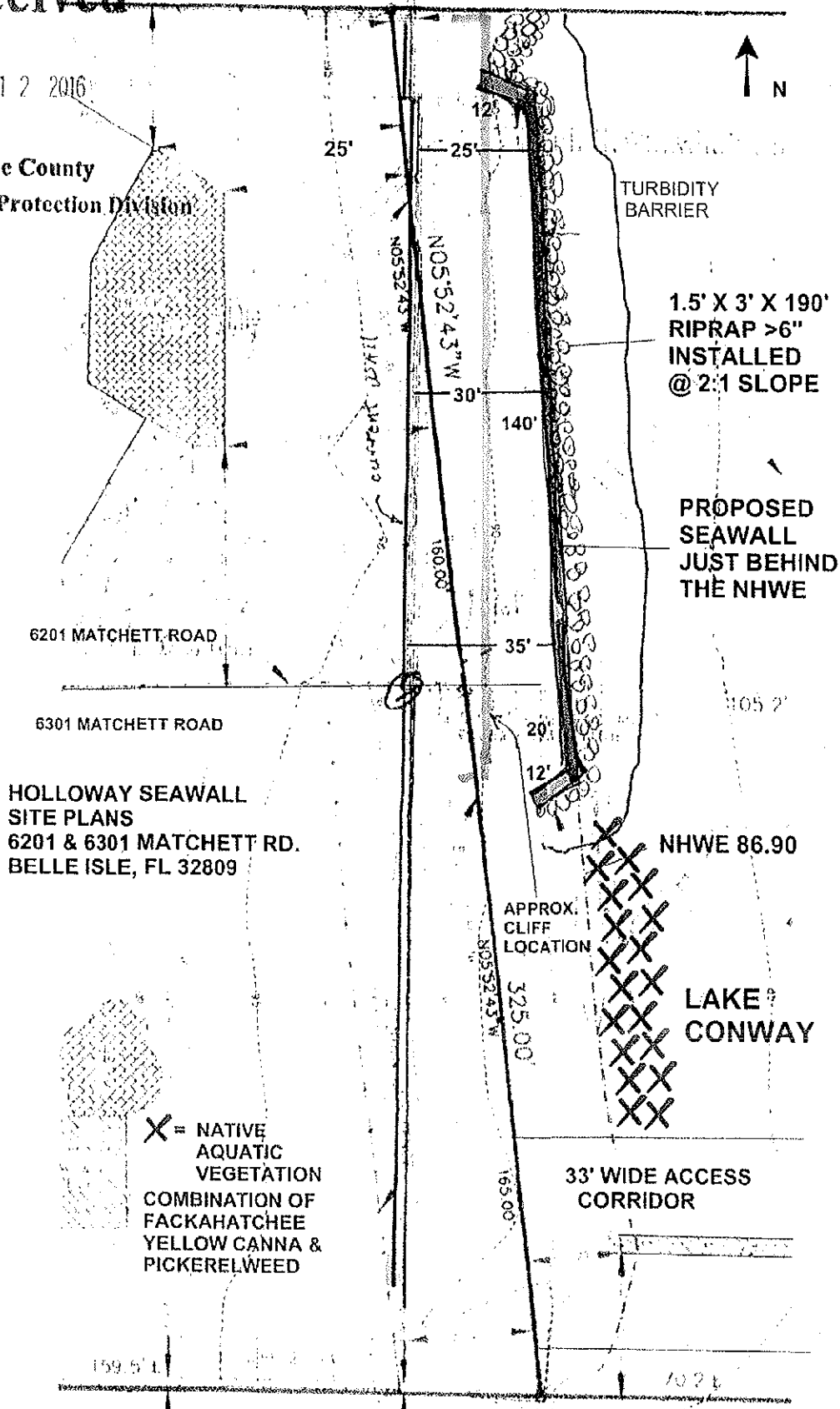
President, Streamline Permitting, Inc.

Corporate Title (if applicable)

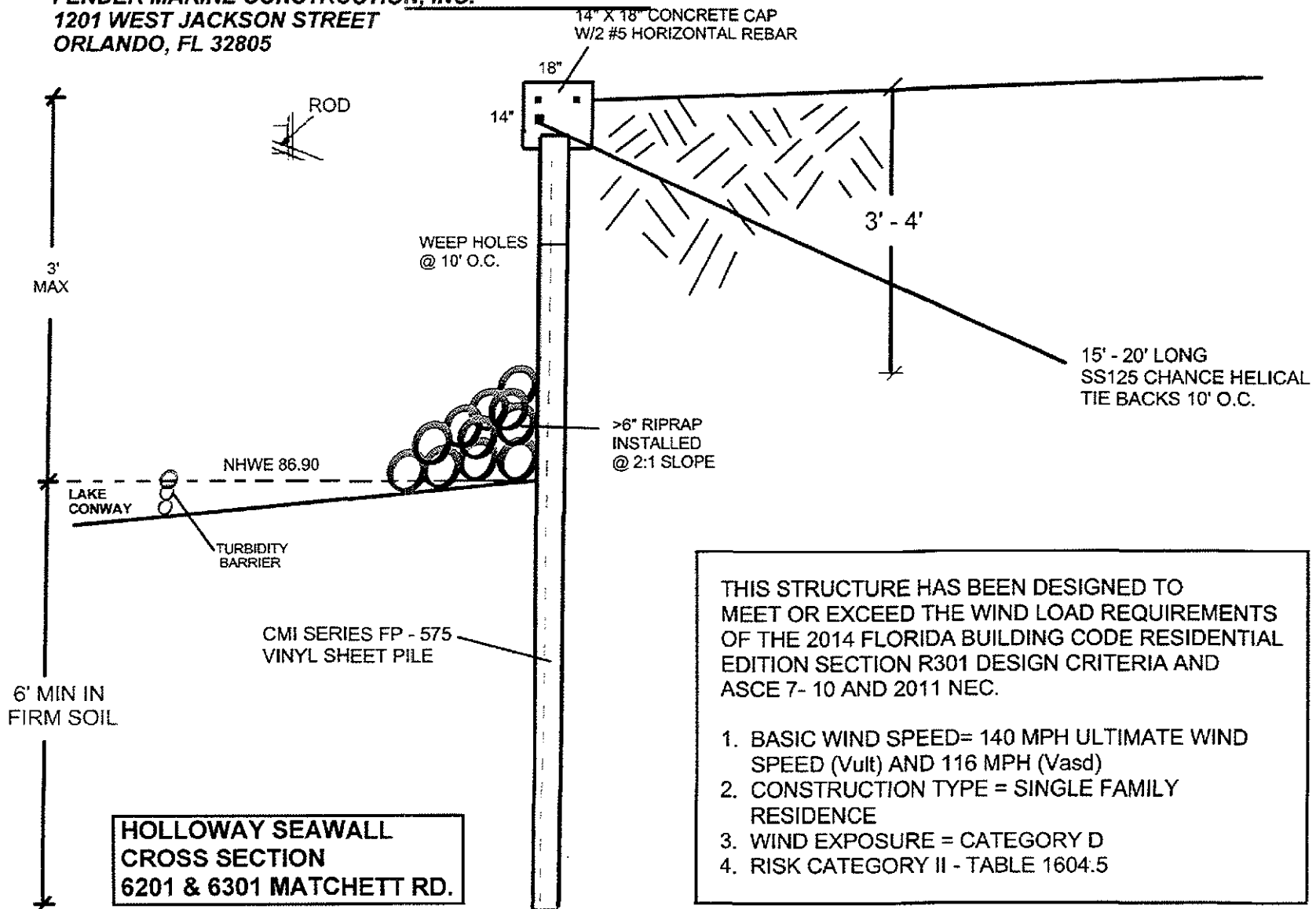
Received

JAN 12 2016

Orange County
Environmental Protection Division



FENDER MARINE CONSTRUCTION, INC.
1201 WEST JACKSON STREET
ORLANDO, FL 32805





January 25, 2016

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

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

CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development Services
Department

SUBJECT: February 9, 2016 – Public Hearing
Shoreline Alteration/Dredge and Fill Permit Application for the
Trustee of the John W. Holloway Life Estate (SADF-15-11-015)

The applicant, John W. Holloway Life Estate Trust, is requesting a Shoreline Alteration/Dredge and Fill Permit to construct a seawall on their property on Lake Conway. The project site is located at 6201 Matchett Road, Orlando, Florida in Orange County Commission District 3. The parcel ID for the site is 24-23-29-3400-00-162.

Notification of the public hearing has been sent to the property owners within 500 feet of the project site.

On November 18, 2015, a Shoreline Alteration/Dredge and Fill Permit Application was submitted to Orange County Environmental Protection Division (EPD). This application requests the installation of approximately 140 linear feet of new vinyl seawall (with a 12 foot return) along the shoreline. The proposed wall will tie into the wall located to the south. Once installed, rip rap will be placed at a 2 (horizontal): 1 (vertical) slope along the entire length of the seawall, along with dense plantings of native aquatic vegetation along the waterward side of the proposed wall.

A review of historic aerials indicates a white, sand beach has existed along the shoreline littoral zone as far back as the year 1969. The native aquatic vegetation being proposed with the installation of the new seawall will help to protect and improve lake water quality, minimize erosion, and provide habitat for aquatic wildlife.

Staff Recommendation

Approval of the Shoreline Alteration/Dredge and Fill Permit, subject to the following conditions:

Specific Conditions:

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
2. Construction activities shall be completed in accordance with the 'Holloway Seawall Site Plans' submitted by Sheila Cichra, dated as received on November 18, 2015 and January 4, 2016 by EPD. The permitted work must be commenced within six months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six months or completed within one year this permit is void.
3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
4. This permit does not authorize any dredging or filling except that which is necessary for the actual construction of the seawall.
5. The planting must be implemented in accordance with the 'Proposed Seawall' aerial view figure submitted by Sheila Cichra, dated as received on November 18, 2015 by EPD.
6. Re-vegetation shall be in accordance with EPD conditions and/or replanting plan submitted to EPD. New plantings must be initiated within thirty days of receipt of the permit. After one year, if 80% coverage of native species is not established, additional replanting will be required.
7. The permittee must install riprap at a 2 (Horizontal): 1 (Vertical) slope along the entire length of the seawall.
8. The permittee is required to maintain turbidity and sedimentation barriers during seawall construction.

General Conditions:

9. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

10. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
11. Construction plans shall be submitted to EPD prior to initiating any construction activities for review and approval. The construction plans shall include, but are not limited to, a site plan clearly depicting the location and acreage of the impacts and preservation.
12. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
13. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
14. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
15. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed

use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

1. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
2. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
3. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.
4. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
5. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
6. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
7. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
8. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
9. Pursuant to Section 125.022, Florida Statutes, issuance of this permit by the County Does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of this permit if the applicant fails to obtain requisite approvals

10. or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
11. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

ACTION REQUESTED: Approval of Shoreline Alteration/Dredge and Fill Permit (SADF-15-11-015) for the John W. Holloway Life Estate Trust, subject to the conditions listed in the staff report. District 3

JW/LC: mg

Attachments

Shoreline Alteration/Dredge and Fill Permit Request



Shoreline Alteration/ Dredge and Fill Permit Request

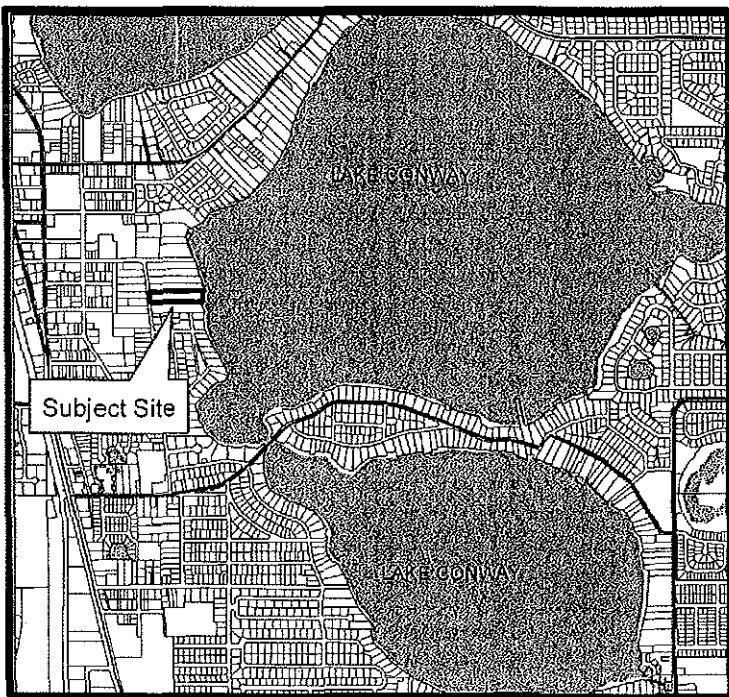
District #3

Applicant: Holloway Life Estate

Parcel ID: 24-23-29-3400-00-162

Project Site 

Property Location 



Received

JAN 12 2016

Orange County
Environmental Protection Division

HOLLOWAY SEAWALL
SITE PLANS
6201 & 6301 MATCHETT RD.
BELLE ISLE, FL 32809

6201 MATCHETT ROAD

6301 MATCHETT ROAD

TURBIDITY
BARRIER

1.5' X 3' X 190'
RIPRAP >6"
INSTALLED
@ 2:1 SLOPE

PROPOSED
SEAWALL
JUST BEHIND
THE NHWE

NHWE 86.90

APPROX.
CLIFF
LOCATION

LAKE
CONWAY

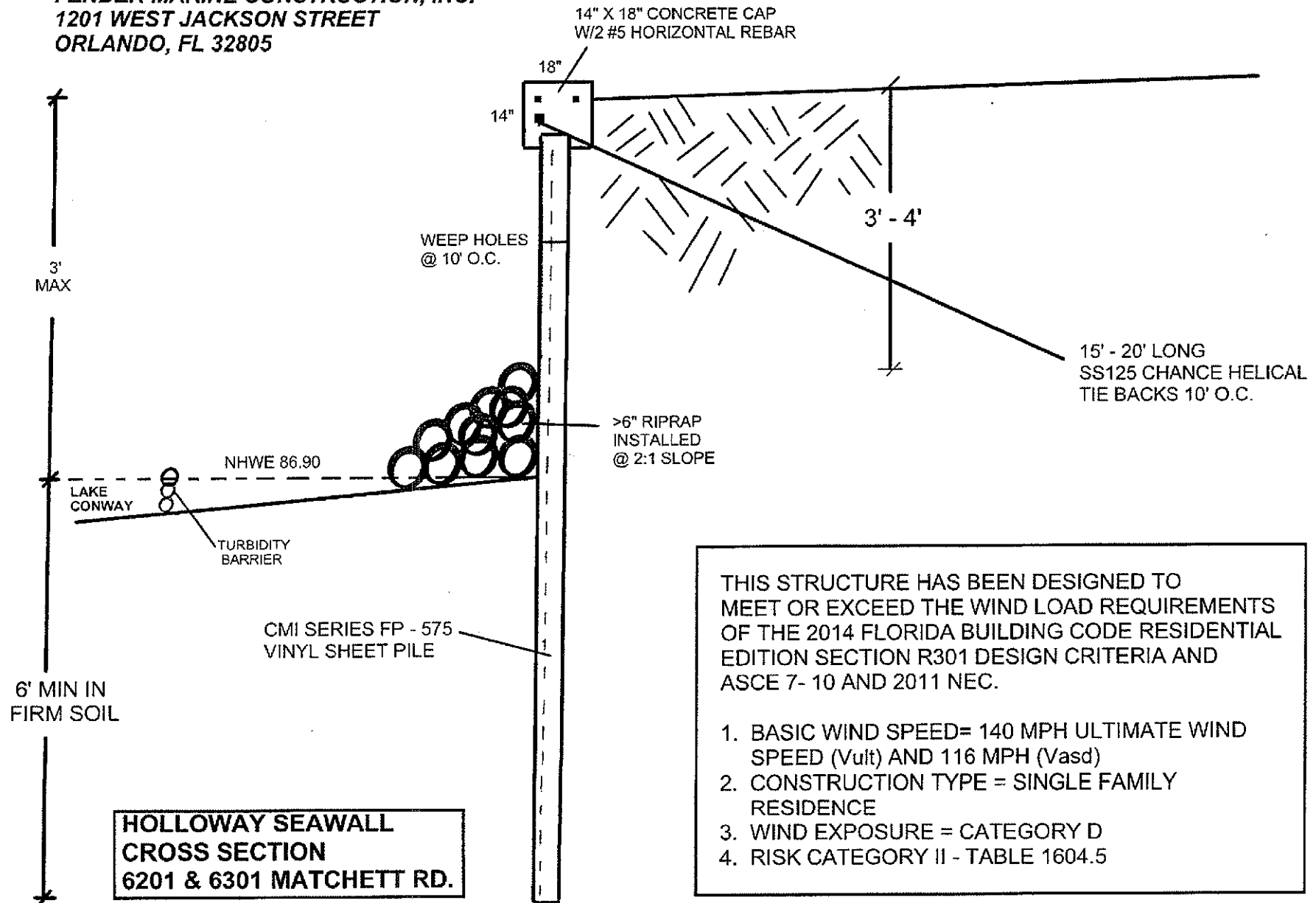
X = NATIVE
AQUATIC
VEGETATION
COMBINATION OF
FACKAHATCHEE
YELLOW CANNA &
PICKERELWEED

33' WIDE ACCESS
CORRIDOR

159.5'±

70.2'±

FENDER MARINE CONSTRUCTION, INC.
1201 WEST JACKSON STREET
ORLANDO, FL 32805



THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE WIND LOAD REQUIREMENTS OF THE 2014 FLORIDA BUILDING CODE RESIDENTIAL EDITION SECTION R301 DESIGN CRITERIA AND ASCE 7- 10 AND 2011 NEC.

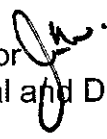
1. BASIC WIND SPEED= 140 MPH ULTIMATE WIND SPEED (Vult) AND 116 MPH (Vasd)
2. CONSTRUCTION TYPE = SINGLE FAMILY RESIDENCE
3. WIND EXPOSURE = CATEGORY D
4. RISK CATEGORY II - TABLE 1604.5



Interoffice Memorandum

January 28, 2016

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

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

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 9, 2016 – Public Hearing
Khalid Hussein
Verona Subdivision Planned Development (PD)
Rezoning / Case # LUP-14-05-127 / District 4

The proposed Verona Subdivision Planned Development (PD) consists of 17.76 gross acres, and is generally located at the southeast corner of S. Dean Road and Dean Haven Court. Through this request, the applicant is seeking to rezone the subject property from A-2 (Farmland Rural District) to PD (Planned Development District) in order to construct up to seventy (70) single family detached residential dwelling units. No waivers from Orange County Code have been requested.

As summarized in the staff report, a community meeting was held for this request on Wednesday, July 16, 2014 at the Orange County Utilities Building. The proposed rezoning then received recommendations of approval by the Development Review Committee (DRC) and Planning and Zoning Commission (PZC) on July 23, 2014 and August 21, 2014, respectively. Scheduling of the final Board of County Commissioners (BCC) public hearing was delayed, pending approval of the required Orange County Public Schools (OCPS) Capacity Enhancement Agreement (CEA) on December 8, 2015.

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 Verona Subdivision Planned Development / Land Use Plan (PD/LUP) dated “Received June 13, 2014”, subject to the recommended Planning and Zoning Commission (PZC) conditions listed in the Staff Report. District 4**

Attachments

GENERAL INFORMATION

APPLICANT	Khalid Hussein
OWNERS	Salomon Monserrate and Corina Altagracia Costa-Cruz
PROJECT NAME	Verona Subdivision Planned Development / Land Use Plan (PD/LUP)
HEARING TYPE	Planned Development / Land Use Plan (PD / LUP)
REQUEST	A-2 (Farmland Rural District) to PD (Planned Development District)
LOCATION	1021 South Dean Road; or generally located at the southeast corner of S. Dean Road and Dean Haven Court
PARCEL ID NUMBER	32-22-31-0000-00-015
TRACT SIZE	17.76 gross acres
PUBLIC NOTIFICATION	The notification area for this public hearing was 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Two hundred eight-six (286) notices were mailed to those property owners in the mailing buffer area. A community meeting was also held at the Orange County Utilities Building Public Meeting Room on Wednesday, July 16, 2014 (<i>see meeting summary on Page 5</i>).
PROPOSED USE	Up to seventy (70) single-family detached residential dwelling units. No waivers from Orange County Code have been requested.

STAFF RECOMMENDATION

Development Review Committee – (July 23, 2014)

Make a finding of consistency with the Comprehensive Plan and recommend APROVAL of the Verona Subdivision Planned Development / Land Use Plan (PD / LUP) dated "Received June 13, 2014," subject to the following conditions:

1. Development shall conform to the Verona Subdivision Planned Development / Land Use Plan (PD/LUP) dated "Received June 13, 2014," 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 June 13, 2014," 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. No later than construction plan approval, applicant shall enter into a Road Agreement to address the conveyance to the County of right-of-way needed for the Dean Road widening project.
5. The following Education Condition of Approval shall apply:
 - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board on 12/08/2015.
 - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the zero (0) residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange

County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

- c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
 - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- 6. Due to roadway deficiencies within the project impact area, a traffic study is required to be submitted with the application for a Capacity Encumbrance Letter (CEL).
 - 7. 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.
 - 8. All acreages identified as conservation areas and buffers are considered approximate until finalized by Conservation Area Determination (CAD) and Conservation Area Impact (CAI) Permits. Approval of this plan does not permit any proposed conservation impacts.
 - 9. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
 - 10. The developer shall obtain water and wastewater service from Orange County Utilities.
 - 11. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.

IMPACT ANALYSIS

Land Use Compatibility

The proposed PD (Planned Development District) zoning would allow for a land use that is compatible with surrounding single-family residential neighborhoods.

Comprehensive Plan (CP) Consistency

The underlying Future Land Use Map (FLUM) designation of this subject property is Low-Medium Density Residential (LMDR), which allows consideration of up to ten (10) residential units per net development acre. The proposed request, which allows for up to seventy (70) units, is consistent with the underlying FLUM designation and each of the applicable CP provisions listed below:

OBJ FLU1.1 states that Orange County shall use urban densities and intensities and Smart Growth tools and strategies to direct development to the Urban Service Area and to facilitate such development. The Urban Service Area shall be the area for which Orange County is responsible for providing infrastructure and services to support urban development.

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.

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.2.1 states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

FLU8.1.1 states that the subject property's Low-Medium Density Residential (LMDR) Future Land Use Map designation allows for a maximum of ten (10) dwelling units per acre.

SITE DATA

Existing Use	Undeveloped Land
Adjacent Zoning	N: R-2 (Residential District) (1988)
	E: R-2 (Residential District) (1988)
	W: R-2 (Residential District) (1989) PD (Dean Hallauer Property Planned Development) (2007)
	S: PD (Dean Road Condos Planned Development) (1981)

Adjacent Land Uses N: Single-Family Residential Dwelling Units
 E: Single-Family Residential Dwelling Units
 W: Single-Family Residential Dwelling Units
 S: Single-Family Residential Dwelling Units

APPLICABLE PD DEVELOPMENT STANDARDS

Minimum living area: 1,500 square feet
Maximum building height: 35 feet / 2 stories
Maximum lot coverage: 60%
Minimum lot width: 50 feet

Minimum Building Setbacks

Front: 25 feet
Rear: 25 feet
Side: 5 feet
PD perimeter: 25 feet
Dean Road: 35 feet

SPECIAL INFORMATION

Subject Property Analysis

The applicant is seeking to rezone the 17.76-acre subject property from A-2 (Farmland Rural District) to PD (Planned Development District) in order to construct up to seventy (70) single-family detached residential dwelling units.

Comprehensive Plan (CP) Amendment

The property has an underlying Future Land Use Map (FLUM) designation of Low Medium Density Residential, which allows a maximum residential density of up to ten (10) dwelling units per net developable acre. The proposed use is consistent with this designation and all applicable CP provisions; therefore, a CP amendment is not necessary.

Community Meeting Summary

A community meeting was held at the Orange County Utilities Building on Wednesday, July 16, 2014. Excluding Orange County staff and applicant representatives, ten (10) property owners / residents were present. Property owners / residents cited issues relating to safety and access at the proposed project entrance on Dean Road, across from the Tierra Bella development entrance (Tierra Bella Drive), but were overall supportive of the request.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Environmental

The Orange County Conservation Area Determination (CAD #04-065) approved on June 18, 2004, has expired for this site. Therefore, the applicant is required to update, renew, or modify the CAD prior to submitting a Preliminary Subdivision Plan or Development Plan. The applicant has indicated their desire to mitigate the approximate 5.47 acres of all Class II wetlands. A Conservation Area Impact Permit, in accordance with Chapter 15, Article X Wetland Conservation Areas, is also required prior to Construction Plan approval.

Transportation / Concurrency

Based on the Concurrency System Management database dated July 7, 2014, there are two (2) failing roadway segments within a one-mile radius of the project. Lake Underhill is capacity deficient between Madeira Road and Dean Road, and also between Dean Road and Rouse Road. With no additional capacity available, the applicant will be required to submit a traffic study for review and approval by the Transportation Planning Division prior to obtaining an approved Capacity Encumbrance Letter (CEL). This information is dated and is subject to change.

In addition, unless the property is otherwise vested or exempt, the applicant must apply for and obtain a CEL prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition and nothing in the decision to approve this land use plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

Water / Wastewater / Reclaim

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Unavailable

Schools

A Capacity Enhancement Agreement (CEA) addressing public school capacity issues was approved by Orange County Public Schools (OCPS) for the subject property on December 8, 2015.

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

PZC Recommendation – (August 21, 2014)

Make a finding of consistency with the Comprehensive Plan and recommend APROVAL of the Verona Subdivision Planned Development / Land Use Plan (PD / LUP) dated "Received June 13, 2014", subject to the following conditions:

1. Development shall conform to the Verona Subdivision Planned Development / Land Use Plan (PD/LUP) dated "Received June 13, 2014," 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 June 13, 2014," 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. No later than construction plan approval, applicant shall enter into a Road Agreement to address the conveyance to the County of right-of-way needed for the Dean Road widening project.
5. The following Education Condition of Approval shall apply:
 - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board on 12/08/2015.
 - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the zero (0) residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
 - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
 - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
6. Due to roadway deficiencies within the project impact area, a traffic study is required to be submitted with the application for a Capacity Encumbrance Letter (CEL).
7. 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.
8. All acreages identified as conservation areas and buffers are considered approximate until finalized by Conservation Area Determination (CAD) and

Conservation Area Impact (CAI) Permits. Approval of this plan does not permit any proposed conservation impacts.

9. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
10. The developer shall obtain water and wastewater service from Orange County Utilities.
11. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the Planning and Zoning Commission (PZC) with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Verona Subdivision Planned Development (PD), subject to eleven (11) conditions.

Staff noted that two hundred eighty-six (286) notices were sent to property owners within five-hundred (500) feet of the subject property, and that the County received two (2) response in favor, and seventeen (17) responses in opposition to the request.

The applicant's representative, Don Bieger, agreed with the staff recommendation, including the eleven (11) conditions of approval. There was discussion regarding the traffic issues on Dean Road and Lake Underhill Road. Staff stated that the applicant will be required to address the traffic deficiencies through a Proportionate Share Agreement prior to construction of the project. Chairman DiVecchio opened the public hearing; one (1) resident was present to address the board. Jose Marcano, resident located at 10154 Tierra Bella Drive, cited traffic issues on Dean Road and stated that he is opposed to the project unless turn lanes are required at the project entrance. The public hearing was then closed.

Commissioner Seraaj abstained from the vote stating a conflict of interest. Commissioner VanderLey then made a motion to find the request to be consistent with the CP and to recommend approval of Verona Subdivision Planned Development / Land Use Plan (PD/LUP), subject to the eleven (11) conditions. The motion was seconded by Commissioner Demostene, and was then carried unanimously.

Motion / Second

Betsy VanderLey / Tina Demostene

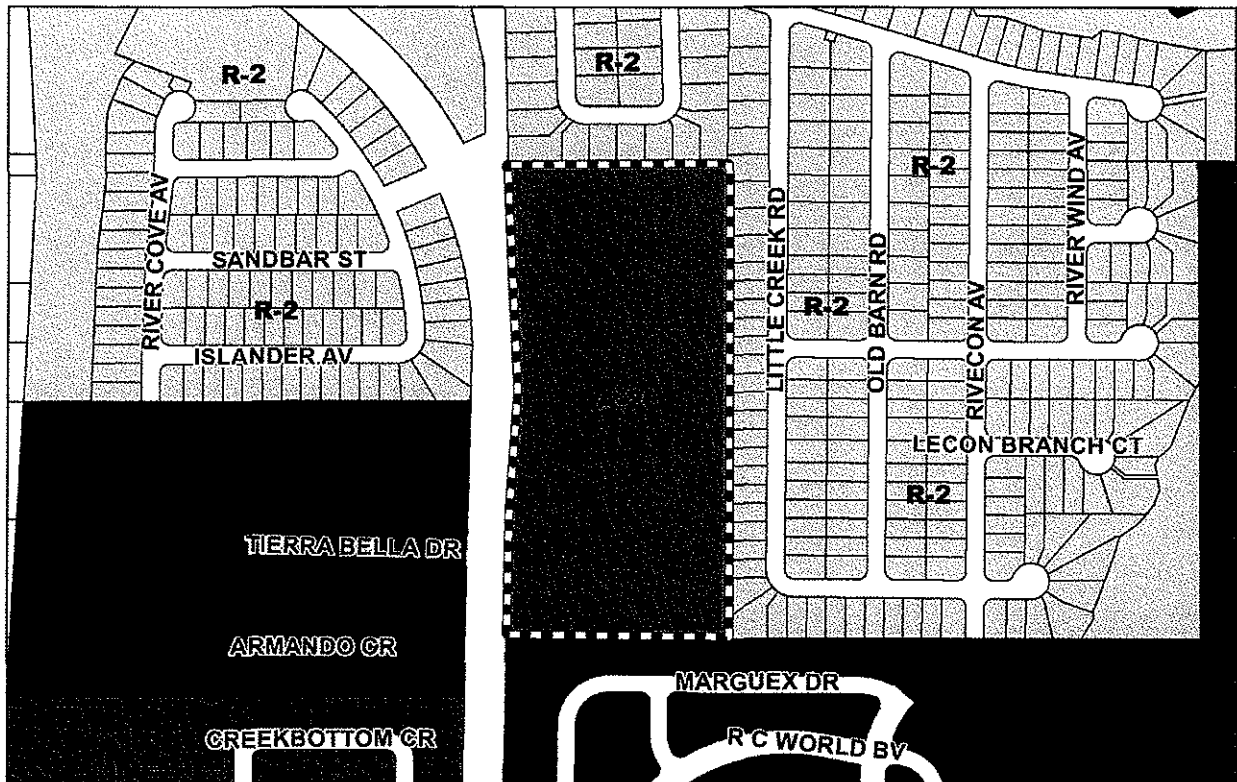
Voting in Favor

Betsy VanderLey, Tina Demostene, Marvin Barrett, Pat DiVecchio, Rick Baldocchi, Shannon Currie, Paul Wean, and Jose Cantero

Abstained

Kevin Seraaj

LUP-14-05-127



 Subject Property



★ Subject Property

Zoning Map

REQUEST: A-2 (Farmland Rural District) to PD (Planned Development District)

APPLICANT: Khaled Hussein

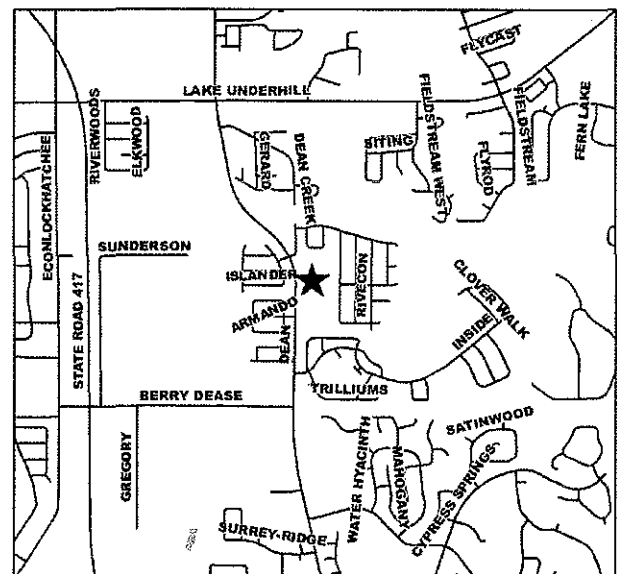
LOCATION: 1021 South Dean Road; generally located at the southeast corner of South Dean Road and Dean Haven Court

TRACT SIZE: 17.76 gross acres

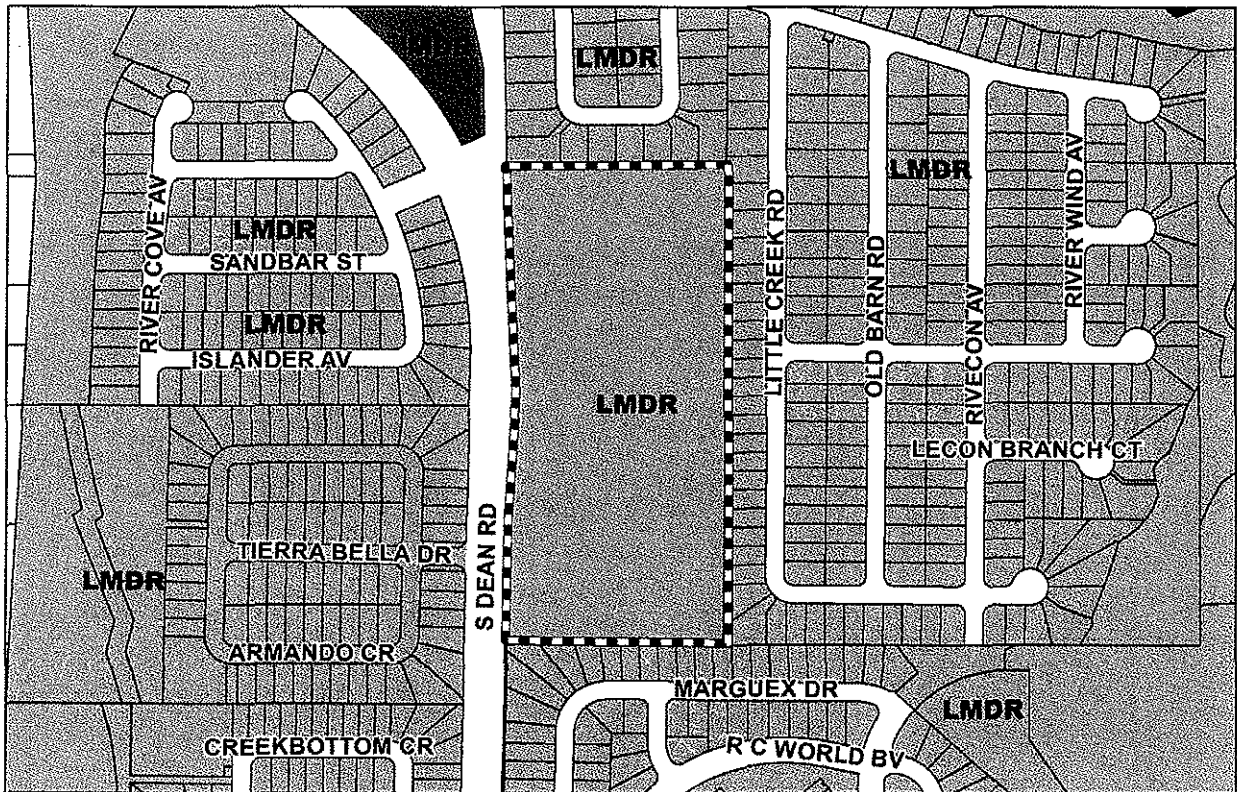
DISTRICT: # 4

S/T/R: 32/22/31

1 inch = 425 feet



LUP-14-05-127



 Subject Property

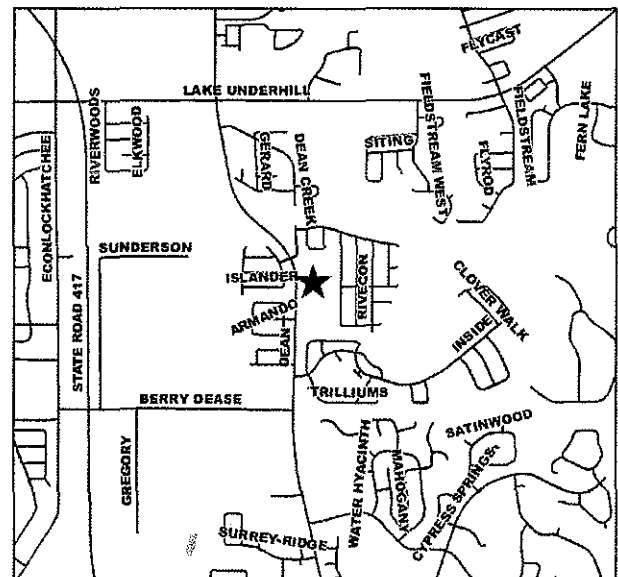


★ Subject Property

Future Land Use Map

FLUM: Low Medium Density Residential (LMDR)
APPLICANT: Khaled Hussein
LOCATION: 1021 South Dean Road; generally located at the southeast corner of South Dean Road and Dean Haven Court
TRACT SIZE: 17.76 gross acres
DISTRICT: # 4
S/T/R: 32/22/31

1 inch = 425 feet



LUP-14-05-127



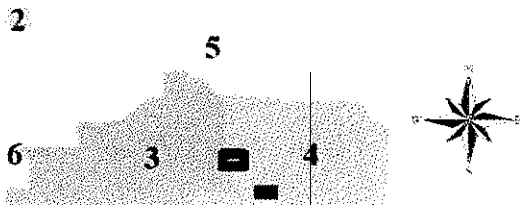
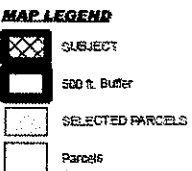
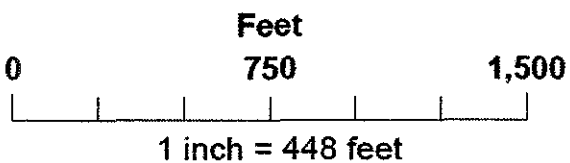
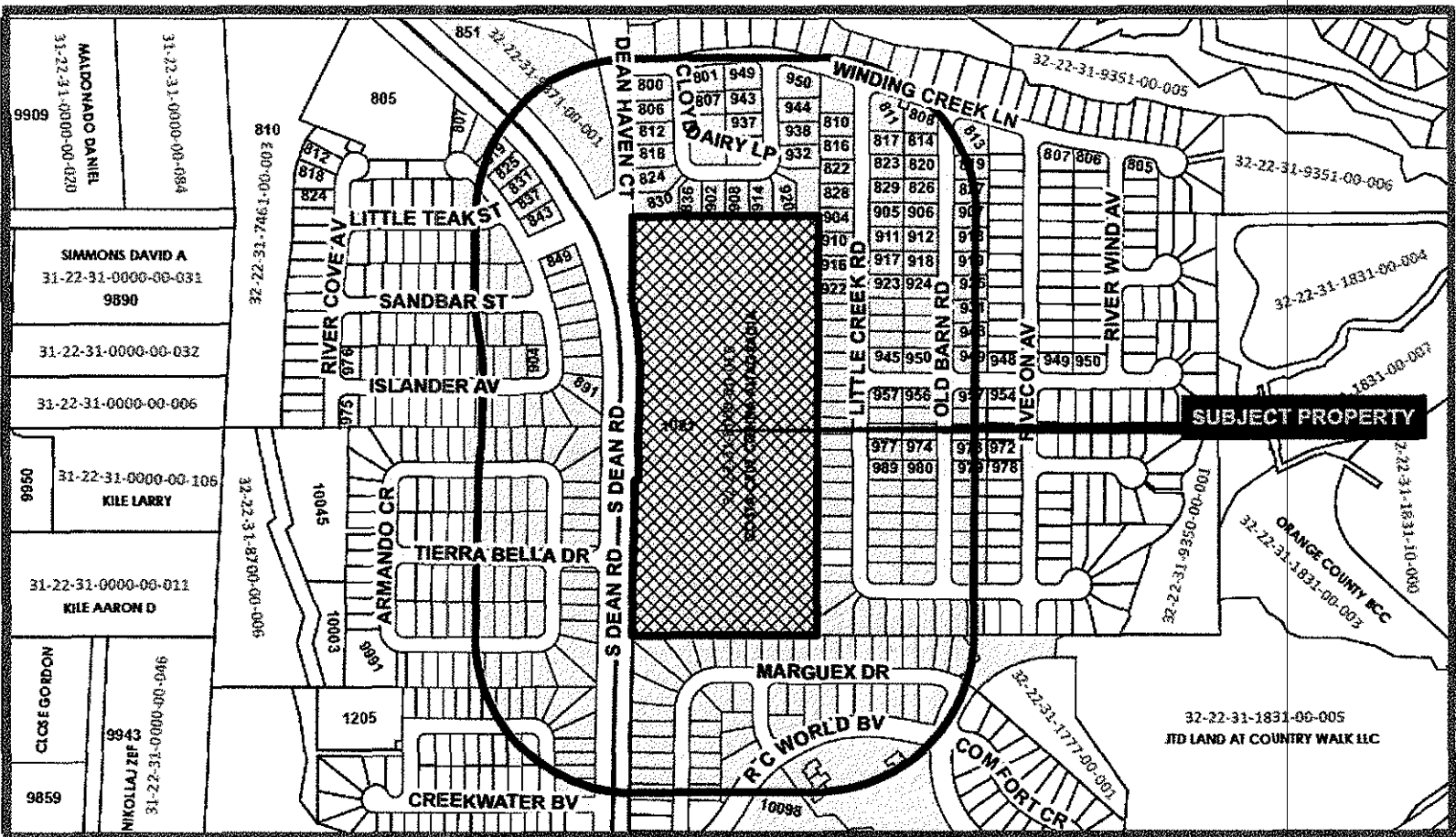
 Subject Property



1 inch = 300 feet

585

Notification Map





Interoffice Memorandum

January 28, 2016

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 9, 2016 – Public Hearing
Marc D. Stehli, P.E.
Hickory Nut Estates Planned Development (PD)
Rezoning / Case # LUP-15-07-204 / District 1

The proposed Hickory Nut Estates Planned Development (PD) consists of 99.86 gross acres and 40.00 net developable acres, and is generally located on the south of Old YMCA Road, and between the Orange / Lake County line and Lake Hickory Nut Drive. The subject property is also located within the Horizon West / Village H Specific Area Plan (SAP) and is primarily designated Estate Rural District (ER) on the Village H SAP - Land Use Plan, with limited areas designated Wetlands and Upland Greenbelt.

Through this request, the applicant is seeking to rezone the subject property from A-1 (Citrus Rural District) to PD (Planned Development District) in order to construct forty (40) single family lots and detached dwelling units. In addition, the applicant is requesting four (4) waivers from Orange County Code to reduce minimum lot size, lot width, and front and rear setbacks.

The Hickory Nut Estates PD is also subject to an Adequate Public Facilities (APF) Agreement that recognizes an APF deficit of 5.26, which the applicant is satisfying by paying a fair market fee to the County. The APF Agreement has been placed on the BCC consent agenda for concurrent consideration with this PD rezoning request. Upon approval by the BCC, it will also be recorded in the Public Records of Orange County, Florida.

As summarized in the staff report, a community meeting was held for this request on Wednesday, September 16, 2015 at Bridgewater Middle School. The proposed rezoning then received recommendations of approval by the Development Review Committee (DRC) and Planning and Zoning Commission (PZC) on September 23, 2015 and October 15, 2015, respectively.

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 Hickory Nut Estates Planned Development / Land Use Plan (PD/LUP) dated “Received August 14, 2015”, subject to the recommended Planning and Zoning Commission (PZC) conditions listed in the Staff Report. District 1**

Attachments

GENERAL INFORMATION

APPLICANT	Marc D. Stehli, P.E.
OWNER	Horizon West Investment Group, LLC
PROJECT NAME	Hickory Nut Estates Planned Development (PD)
HEARING TYPE	Planned Development / Land Use Plan (PD / LUP)
REQUEST	A-1 (Citrus Rural District) to PD (Planned Development District) <i>A request to rezone four (4) parcels containing 99.86 acres from A-1 to PD, in order to develop 40 single-family lots with detached residential dwelling units.</i> <i>In addition, four (4) waivers from Orange County Code have been requested to reduce minimum lot size, lot width, and front and rear setback requirements.</i>
LOCATION	17802 and 17788 Old YMCA Road; or generally located on the south of Old YMCA Road, and between the Orange / Lake County Line and Lake Hickory Nut Drive.
PARCEL ID NUMBERS	06-24-27-0000-00-002; 06-24-27-0000-00-014 06-24-27-0000-00-016; and 06-24-27-0000-00-017
TRACT SIZE	99.86 gross acres 40.00 net developable acres
PUBLIC NOTIFICATION	A notification area extending beyond fifteen hundred (1,500) feet was established [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Sixty-nine (69) notices were mailed to those property owners in the mailing area. A community meeting was also held on Wednesday, September 16, 2015 at Bridgewater Middle School (<i>refer to meeting summary below</i>).
PROPOSED USE	Forty (40) single family lots with detached residential dwelling units.

STAFF RECOMMENDATION

Development Review Committee – (September 23, 2015)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Hickory Nut Estates Planned Development / Land Use Plan (PD / LUP) dated "Received August 14, 2015," subject to the following conditions:

1. Development shall conform to the Hickory Nut Estates Land Use Plan dated "Received August 14, 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 of this land use plan and the land use plan dated "Received August 14, 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. 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.
6. 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 northeast of this site.
7. 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).
8. 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.
9. If approved, the Developer shall reconstruct (full depth) Old YMCA Road from their project entrance (west of Lake Hickory Nut Drive) to the newly paved portion of the Waterleigh PD entrance to the east.
10. The following Education Condition of Approval shall apply:
 - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board October 13, 2015.
 - 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 three (3) residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
 - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute

between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.

- e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- 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. The Developer shall obtain water, reclaimed water, and wastewater service from Orange County Utilities.
- 13. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for 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.
- 14. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Village F&H Master Utility Plan (MUP).
- 15. Prior to construction plan approval, all property owners within Village H, excluding public entities, shall be required to sign an agreement between the parties, addressing their proportionate share of funds for the costs of the offsite and onsite master utilities, sized to Village H requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
- 16. At the time of approval of a plat for any single-family residential development, the developer shall have prepared and submitted for review a document containing covenants, conditions and restrictions (CC&Rs) for the property being platted. The CC&Rs, which shall be recorded simultaneous with the recording of the plat, shall include a provision incorporating, verbatim, the following requirements:
 - a. The same front façade for single family residential units may not be repeated more than five (5) times within one (1) block length for both sides of any street, and shall be separated by at least two (2) units with different facades.
 - b. House front facades shall be varied and articulated to provide visual interest to pedestrians along the street frontage. The front façade of the main body of the house shall not exceed (40) feet in length, except for wings or "L's", which are

setback from the façade. In no case shall more than fifty (50) percent of the front façade of the house consist of an unobstructed block wall or garage door.

- c. At least fifty (50) percent of all single-family residential units shall have a front porch. A front porch shall be a minimum of seven (7) feet in depth and cover a minimum ten (10) feet in width or one third (1/3) of the front façade, whichever is greater.
 - d. Flat roofs shall be prohibited.
 - e. Unless otherwise prohibited by the CC&Rs, fencing in the front yard shall be no higher than three (3) feet, six (6) inches and limited to decorative wrought iron or wood picket style.
 - f. The provisions of the CC&R's incorporating the above referenced requirements shall not be amended, removed or superseded without the prior approval of the Board of County Commissioners, which approval may be withheld in the Board's sole discretion, and the CC&R's shall contain a statement to that effect. Furthermore, the CC&R's shall provide that the homeowner's association and any person owning the property in the development have the right to enforce these requirements in the event they are violated.
 - g. Finally, the CC&Rs shall also state that Orange County shall have the right, but not the duty, to enforce these requirements in the same manner as it enforces other Orange County ordinances and regulations.
17. The following waivers from Orange County Code are granted and applicable within the designated Estate Rural District:
- a. A waiver from Section 38-1385.6(b)(2) to allow a minimum lot size of 21,780 square feet (1/2 acre), in lieu of a minimum average lot size of 43,560 feet (1 acre);
 - b. A waiver from Section 38-1385.6(b)(4) to allow for a minimum lot width of ninety (90) feet, in lieu of a minimum lot width of one-hundred thirty (130) feet;
 - c. A waiver from Section 38-1385.6(b)(9)(a) to allow for a minimum front building setback of twenty (20) feet and minimum front porch setback of ten (10) feet, in lieu of a minimum front building setback of thirty-five (35) feet and minimum front porch setback of twenty-five (25) feet; and
 - d. A waiver from Section 38-1385.6(b)(9)(c) to allow for a minimum rear primary structure setback of twenty-five (25) feet, in lieu of a minimum rear primary structure setback of fifty (50) feet.
18. Prior to PSP approval, the necessary right-of-way along Old YMCA frontage shall be provided.

IMPACT ANALYSIS

Land Use Compatibility

The proposed PD (Planned Development District) zoning would allow for land uses that are compatible with the existing development in the area. The applicant is seeking development entitlements for forty (40) single-family lots and detached residential dwelling units. In addition, the applicant has requested the following four (4) waivers from Orange County Code:

1. *A waiver from Section 38-1385.6(b)(2) to allow a minimum lot size of 21,780 square feet (1/2 acre), in lieu of a minimum average lot size of 43,560 feet (1 acre).*
2. *A waiver from Section 38-1385.6(b)(4) to allow for a minimum lot width of ninety (90) feet, in lieu of a minimum lot width of one-hundred thirty (130) feet.*
3. *A waiver from Section 38-1385.6(b)(9)(a) to allow for a minimum front building setback of twenty (20) feet and minimum front porch setback of ten (10) feet, in lieu of a minimum front building setback of thirty-five (35) feet and minimum front porch setback of twenty-five (25) feet.*
4. *A waiver from Section 38-1385.6(b)(9)(c) to allow for a minimum rear primary structure setback of twenty-five (25) feet, in lieu of a minimum rear primary structure setback of fifty (50) feet.*

In conclusion, the proposed development program is consistent with the property's adopted Village H Specific Area Plan (SAP) land use designation (see below) and would not adversely impact any adjacent properties.

Comprehensive Plan (CP) Consistency

The property has an underlying Future Land Use Map (FLUM) designation of Village (V). More specifically, the property is located within the Village H Specific Area Plan (SAP) and is primarily designated Estate Rural District, which provides for a residential density of one (1) unit per net developable acre. 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:

GOAL FLU4 (Horizon West) states that it is Orange County's goal to ensure sustainable, quality development in Southwest Orange County to allow a transition from rural to urban uses while protecting environmental quality.

OBJ FLU4.1 states that Orange County shall use a Village Land Use Classification to realize the long range planning vision for West Orange County created through the Horizon West planning process. The Village land use classification has been designed to address the need to overcome the problems associated with and provide a meaningful alternative to the leap-frog pattern of sprawl now occurring in western Orange and eastern Lake County; create a better jobs/housing balance between the large concentration of employment in the tourism industry and the surrounding land uses; create a land use pattern that will reduce reliance on the automobile by allowing a greater variety of land uses closer to work and home; and, replace piecemeal

planning that reacts to development on a project by project basis with a long range vision that uses the Village as the building block to allow the transition of this portion of Orange County from rural to urban use through a specific planning process that uses a creative design approach to address regional, environmental, transportation, and housing issues.

FLU4.1.9 states that until and unless an SAP is approved by the Orange County Board of County Commissioners, the property in the Village Land Use Classification shall maintain the future land use designation existing prior to the Village Land Use Classification Amendment (e.g. Rural: 1 dwelling unit per 10 acres, Conservation, Rural Settlement), except for those projects that are vested. All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the Village Land Use Classification shall be reviewed on a case-by-case basis for the effects of such development approval on adopted or future SAPs. Once an SAP is adopted by the Board of County Commissioners, all applications for development approval (i.e. lot splits, special exceptions, variances) under the existing zoning shall be evaluated for compatibility with the adopted SAP.

OBJ FLU4.6 states that the design principles of the Horizon West planning process shall be implemented through adoption of the Village Development Code.

FLU4.6.1 states that the density shown on the Village Land Use Plan for any particular Village Planned Development may be increased or decreased in conjunction with the requirements of the Transfer of Development Rights Ordinance adopted by Orange County for the area designated on the Orange County Comprehensive Plan as "Village," subject to meeting the density requirements of FLU4.1.4 for each neighborhood and subject to approval by the Board of County Commissioners on a case-by-case basis.

FLU4.6.2 states that all development within the boundary of an adopted SAP shall comply with the provisions of the Village Planned Development of the Orange County Code and the Planned Development District processing and site development regulations. Where the performance standards in the Village Development Code conflict with said regulations, the Village Development Code shall govern.

FLU4.6.3 states that the following residential densities are established for the adopted Village SAPs:

SAP Land Use District	Density
Estate Rural District	1.0 du / net developable acre

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.2.1 states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

Community Meeting Summary

A community meeting was held on Wednesday, September 16, 2015 at Bridgewater Middle School. Twelve (12) area residents were in attendance. Aside from potential stormwater issues that will be addressed during the review of a subsequent Preliminary Subdivision Plan (PSP) application, no opposition to the request was expressed.

SITE DATA

Existing Use	Undeveloped Land and Single-Family Residential
Adjacent Zoning	N: PD (Planned Development District) (Zanzibar Property PD) (2013); and A-1 (Citrus Rural District) E: A-1 (Citrus Rural District) W: Lake County (Agricultural) S: PD (Planned Development District) (Waterleigh PD) (2013)
Adjacent Land Uses	N: Undeveloped Land / Single Family Residential E: Undeveloped Land / Single Family Residential W: Undeveloped Land / Farm Land S: Undeveloped Land / Farm Land

APPLICABLE PD DEVELOPMENT STANDARDS

Estate Rural District (Single Family Detached)

Maximum building height:	3 stories / 45'
Minimum living area:	1,500 sq. ft.
Minimum average lot size:	21,780 sq. ft. (see waiver #1)
Minimum lot width:	90' (see waiver #2)
Minimum lot depth:	110' or 120' with alley
Maximum lot coverage:	65% (excluding including front porch)

Minimum Building Setbacks

Front:	20' / 10' for front porch (see waiver)
Side:	10'
Side street:	10'
Rear:	25' (see waiver)
Lakefront:	50' from NHWE

Garage:	Per Code Sec. 38-1384(g)
Driveway:	10' side setback within the front 10' from the road right-of-way; otherwise, a 5' side setback

SPECIAL INFORMATION

Subject Property Analysis

The applicant is seeking to rezone the 99.86-acre subject property from A-1 (Citrus Rural District) to PD (Planned Development District). Consistent with the property's underlying Village H Specific Area Plan (SAP) land use designation of Estate Rural District, the proposed PD provides for the development of forty (40) single family lots and detached dwelling units.

Adequate Public Facilities (APF)

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Hickory Nut Estates PD is subject to an APF Agreement which recognizes that the project's proportionate share of required APF lands within the Village H SAP is 5.26 acres. Due to the absence of APF lands, and in lieu of conveying such lands to the County, Code Section 30-714(d) allows the developer to pay a fee to the County equal to the fair market value of 5.26 APF acres established by a Resolution, and which is adjusted annually in accordance with the Consumer Price Index. The APF Agreement has been placed on the BCC consent agenda for concurrent consideration with this PD rezoning request. Upon approval by the BCC, the Agreement will also be recorded in the Public Records of Orange County, Florida.

Comprehensive Plan (CP) Amendment

The property has an underlying Future Land Use Map (FLUM) designation of Village (V). More specifically, the property is located within the Village H Specific Area Plan (SAP) and is designated Estate Rural District. 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.

Environmental

This parcel is subject to Conservation Area Determination (CAD) application #07-075, and is required to comply with all related permit conditions of approval. Based on the CAD, there are 46.73 acres of wetland onsite. The Orange County CAD was completed for this project with a certified survey of the conservation area boundary approved on October 10, 2008, and was extended through May 1, 2018.

The applicant will be required to submit an application for a Conservation Area Impact (CAI) Permit for proposed conservation area encroachments or adverse secondary impacts to the Orange County Environmental Protection Division, consistent with Chapter 15, Article X Wetland Conservation Areas. The removal, alteration or encroachment within a Class I conservation area will 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 impact permit will need to be approved by the BCC on the same day or prior to the PSP public hearing. The applicant will be required to show the preventive measures employed to prevent adverse impacts to the preserved wetlands. Preventive 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.

Development of the subject property is required to comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC).

This property has a prior agricultural use that may have resulted in petroleum spills, agricultural related contamination, and fertilizer, pesticide or herbicide spillage. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading or construction plans, the applicant is required to provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection and Development Engineering Divisions.

The 545 Landfill and West Orange Environmental solid waste management facilities are located one mile northeast of the land use plan boundary. Any PSP/DP that includes lands within one mile of existing solid waste management facilities will require CC&Rs to contain proximity notification.

Transportation / Concurrency

The owner of the Hickory Nut Estates PD is among the "Signatory Owners" party to the Village H, Horizon West Road Network Agreement which was approved by the Board of County Commissioners on 2/12/2013 and recorded at OR Book/Page 10525/6172. The basis for this agreement is the Horizon West Global Road Term Sheet which specifies the transportation mitigation responsibility of the property owners in Village H for the widening of C.R. 545 (Avalon Road) to 4 lanes from Scofield Road to the south leg of Loop Road. Per the agreement, conveyance of right-of-way and funding for the design, engineering, permitting and construction of C.R. 545 (Avalon Road) will be accomplished through the prepayment of transportation impact fees which are tied to specific performance thresholds as defined in Table 1 of the road agreement. In exchange for participating in the funding of this road improvement and to comply with the Village H Road Network Agreement, participating owners will receive an assignment of vested trips and road credits which will serve as proof of satisfaction of the project's transportation concurrency obligations. However, the developer must

provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan/Development Plan submittal. In addition, the Preliminary Subdivision Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification. Altogether, Village H has been designated a total of 5,673 cumulative vested trips for the full buildout of Village H.

In addition, per the Horizon West Road Network Agreement, the conveyance of right-of-way for the widening of C.R. 545 (Avalon Road), shall be accomplished by general warranty deed at no cost to the County prior to each phase of roadway construction and participating owners will receive Road Impact Fee Credits in Road Impact Fee Zone 4 for the lesser of (a) 95% of the actual, reasonable unreimbursed sums incurred by Signatory Owners for permitting, design, mitigation, inspection and construction expense exclusive of enhanced landscaping and street lighting or (b) 60% of the countywide average total cost of road construction per lane mile.

Water / Wastewater / Reclaim

Water:	<u>Existing service or provider</u> Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

Schools

A Capacity Enhancement Agreement (CEA) addressing public school capacity issues was executed for the subject property on October 13, 2015.

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

PZC Recommendation – (October 15, 2015)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Hickory Nut Estates Planned Development / Land Use Plan (PD / LUP), subject to the following conditions:

1. Development shall conform to the Hickory Nut Estates Land Use Plan dated "Received August 14, 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 of this land use plan and the land use plan dated "Received August 14, 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. 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.
6. 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 northeast of this site.
7. 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).

8. 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.
9. If approved, the Developer shall reconstruct (full depth) Old YMCA Road from their project entrance (west of Lake Hickory Nut Drive) to the newly paved portion of the Waterleigh PD entrance to the east.
10. The following Education Condition of Approval shall apply:
 - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board October 13, 2015.
 - 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 three (3) residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
 - c. The 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.
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. The Developer shall obtain water, reclaimed water, and wastewater service from Orange County Utilities.

13. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for 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.
14. The Developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Village F&H Master Utility Plan (MUP).
15. Prior to construction plan approval, all property owners within Village H, excluding public entities, shall be required to sign an agreement between the parties, addressing their proportionate share of funds for the costs of the offsite and onsite master utilities, sized to Village H requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
16. At the time of approval of a plat for any single-family residential development, the developer shall have prepared and submitted for review a document containing covenants, conditions and restrictions (CC&Rs) for the property being platted. The CC&Rs, which shall be recorded simultaneous with the recording of the plat, shall include a provision incorporating, verbatim, the following requirements:
 - a. The same front façade for single family residential units may not be repeated more than five (5) times within one (1) block length for both sides of any street, and shall be separated by at least two (2) units with different facades.
 - b. House front facades shall be varied and articulated to provide visual interest to pedestrians along the street frontage. The front façade of the main body of the house shall not exceed (40) feet in length, except for wings or "L's", which are setback from the façade. In no case shall more than fifty (50) percent of the front façade of the house consist of an unobstructed block wall or garage door.
 - c. At least fifty (50) percent of all single-family residential units shall have a front porch. A front porch shall be a minimum of seven (7) feet in depth and cover a minimum ten (10) feet in width or one third (1/3) of the front façade, whichever is greater.
 - d. Flat roofs shall be prohibited.
 - e. Unless otherwise prohibited by the CC&Rs, fencing in the front yard shall be no higher than three (3) feet, six (6) inches and limited to decorative wrought iron or wood picket style.
 - f. The provisions of the CC&R's incorporating the above referenced requirements shall not be amended, removed or superseded without the prior approval of the Board of County Commissioners, which approval may be withheld in the Board's

sole discretion, and the CC&R's shall contain a statement to that effect. Furthermore, the CC&R's shall provide that the homeowner's association and any person owning the property in the development have the right to enforce these requirements in the event they are violated.

- g. Finally, the CC&Rs shall also state that Orange County shall have the right, but not the duty, to enforce these requirements in the same manner as it enforces other Orange County ordinances and regulations.

17. The following waivers from Orange County Code are granted and applicable within the designated Estate Rural District:

- a. A waiver from Section 38-1385.6(b)(2) to allow a minimum lot size of 21,780 square feet (1/2 acre), in lieu of a minimum average lot size of 43,560 feet (1 acre);
- b. A waiver from Section 38-1385.6(b)(4) to allow for a minimum lot width of ninety (90) feet, in lieu of a minimum lot width of one-hundred thirty (130) feet;
- c. A waiver from Section 38-1385.6(b)(9)(a) to allow for a minimum front building setback of twenty (20) feet and minimum front porch setback of ten (10) feet, in lieu of a minimum front building setback of thirty-five (35) feet and minimum front porch setback of twenty-five (25) feet; and
- d. A waiver from Section 38-1385.6(b)(9)(c) to allow for a minimum rear primary structure setback of twenty-five (25) feet, in lieu of a minimum rear primary structure setback of fifty (50) feet.

18. Prior to PSP approval, the necessary right-of-way along Old YMCA frontage shall be provided.

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the Planning and Zoning Commission with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Hickory Nut Estates Planned Development / Land Use Plan (PD / LUP), subject to eighteen (18) conditions, including four (4) waivers from Orange County Code.

Staff noted that sixty-nine (69) notices were sent to property owners within and beyond 1,500 feet of the subject property, and that two (2) commentaries in favor and two (2) in opposition had been received, with those opposed expressing concerns with potential wetland impacts and excessive development in the area. Staff also indicated that a community meeting had been held on Wednesday, September 16, 2015, with twelve (12) residents attending. Staff also stated that during the community meeting, some residents expressed concern with potential stormwater impacts, but that no formal opposition was to the request was received.

The applicant, Marc Stehli, was present and expressed support for the staff recommendation. Aside from clarifying the purpose of two (2) waivers listed under Condition #17 related to a reduced 1/2-acre lot size and a reduce primary structure rear setback for Commissioner Demostene, no discussion by PZC members ensued.

Commissioner Dunn made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Hickory Nut Estates Planned Development / Land Use Plan (PD / LUP), subject to the eighteen (18) conditions. Commissioner Baldocchi seconded the motion, which was then carried unanimously.

Motion / Second

Jimmy Dunn / Rick Baldocchi

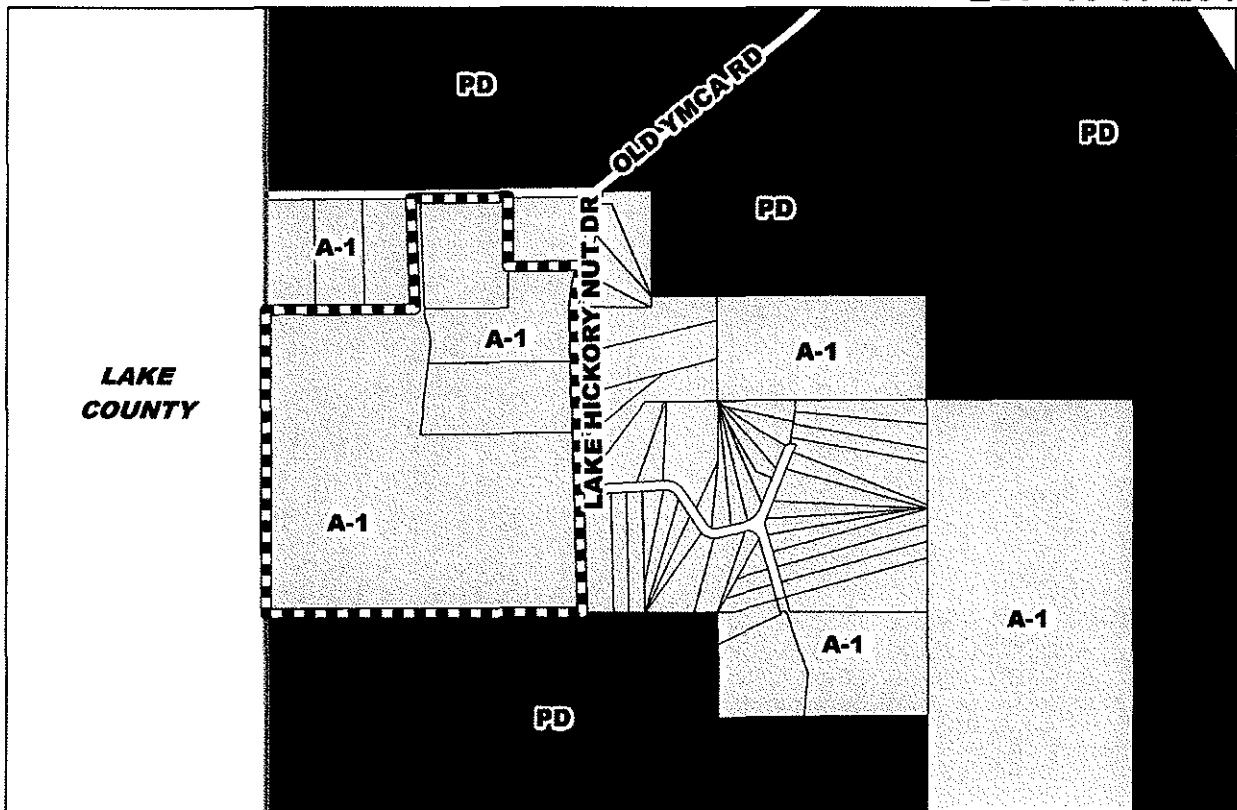
Voting in Favor

Jimmy Dunn, Rick Baldocchi, Jose Cantero, Tina Demostene, Pat DiVecchio, Paul Wean and JaJa Wade

Absent

Kevin Seraaj and Marvin Barrett

LUP-15-07-204



 Subject Property



★ Subject Property

Zoning Map

ZONING: A-1 (Citrus Rural District) to
PD (Planned Development District)

APPLICANT: Marc D. Stehli, P.E.

LOCATION: 17802 and 17788 Old YMCA Road; or
generally located on the south of Old
YMCA Road, and between the Orange /
Lake County Line and Lake Hickory Nut
Drive.

TRACT SIZE: 99.86 gross acres

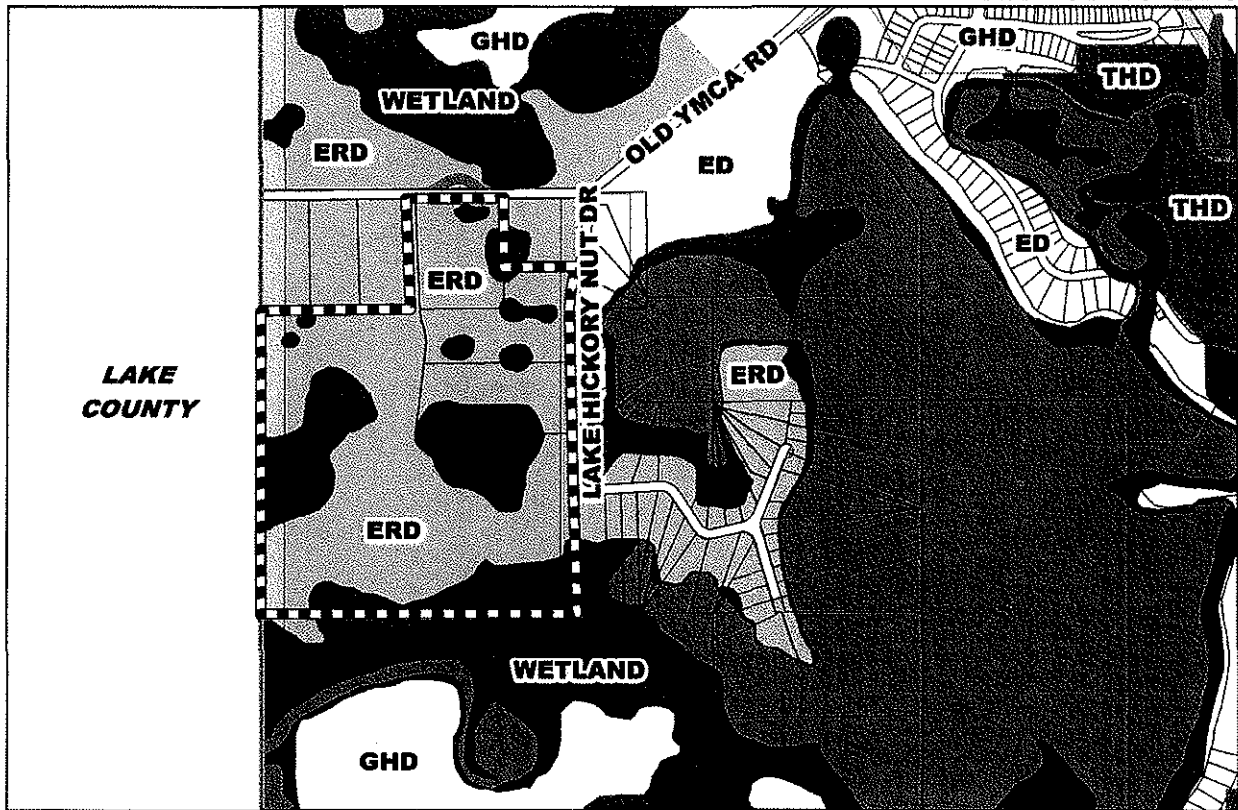
DISTRICT: # 1

S/T/R: 06/24/27

1 inch = 1,000 feet



LUP-15-07-204



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Village (V) - Horizon West Village H
Specific Area Plan (SAP) - Estate Rural
District (ERD)

APPLICANT: Marc D. Stehli, P.E.

LOCATION: 17802 and 17788 Old YMCA Road; or
generally located on the south of Old
YMCA Road, and between the Orange /
Lake County Line and Lake Hickory Nut
Drive.

TRACT SIZE: 99.86 gross acre

DISTRICT: # 1

S/T/R: 06/24/27

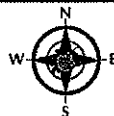
1 inch = 1,000 feet



LUP-15-07-204



Subject Property



1 inch = 417 feet

Hickory Nut Estates PD / LUP (Cover Sheet)

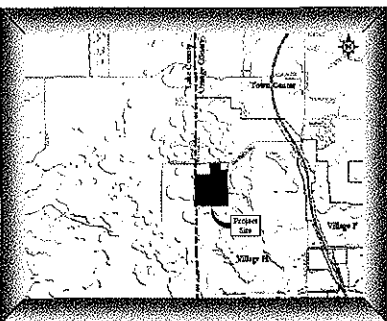
Planned Development Land Use Plan for Hickory Nut Estates

LUP-15-07-204
Orange County, FL

Parcel Id. No.:

06-24-27-0000-00-002
06-24-27-0000-00-014
06-24-27-0000-00-016
06-24-27-0000-00-017

Developer/Applicant:
Horizon's West Investment Group, LLC
27 North Summerlin Avenue
Orlando, FL 32801
407.649.9888



Vicinity Map
Scale: 1" = 3,000'

Sheet Index		Subm., Rev.					
Sheet Id.	Sheet Title	1	2	3	4	5	6
1.00	Existing Conditions	■	■				
2.00	Land Use Plan	■	■				
3.00	Land Use Tables & Notes	■	■				
<u>Reference Drawings</u>							
S-1	Boundary Survey	■	■				

Date	Description
1 07/10/2015	Submit To Orange County
2 06/14/2015	Submit To Orange County

RECEIVED
At the Department of Public Works, 2000 North 1st Street, Suite 100, Orlando, FL 32801

POULON & BENNETT

4025 Hobbs Lane, Suite B, Orlando, FL 32814
Tel: 407.487.2194 www.poulonandbennett.com
Reg. Prof. No. 26567
P&B Job No: 14-073

Owner:
Horizon's West Investment Group, LLC
27 North Summerlin Ave.
Orlando, FL 32801
407.649.9888

Transportation:
Traffic & Mobility Consultants, LLC
1389 S. Himes Road, Suite 212
Orlando, FL 32835
407.311-5334

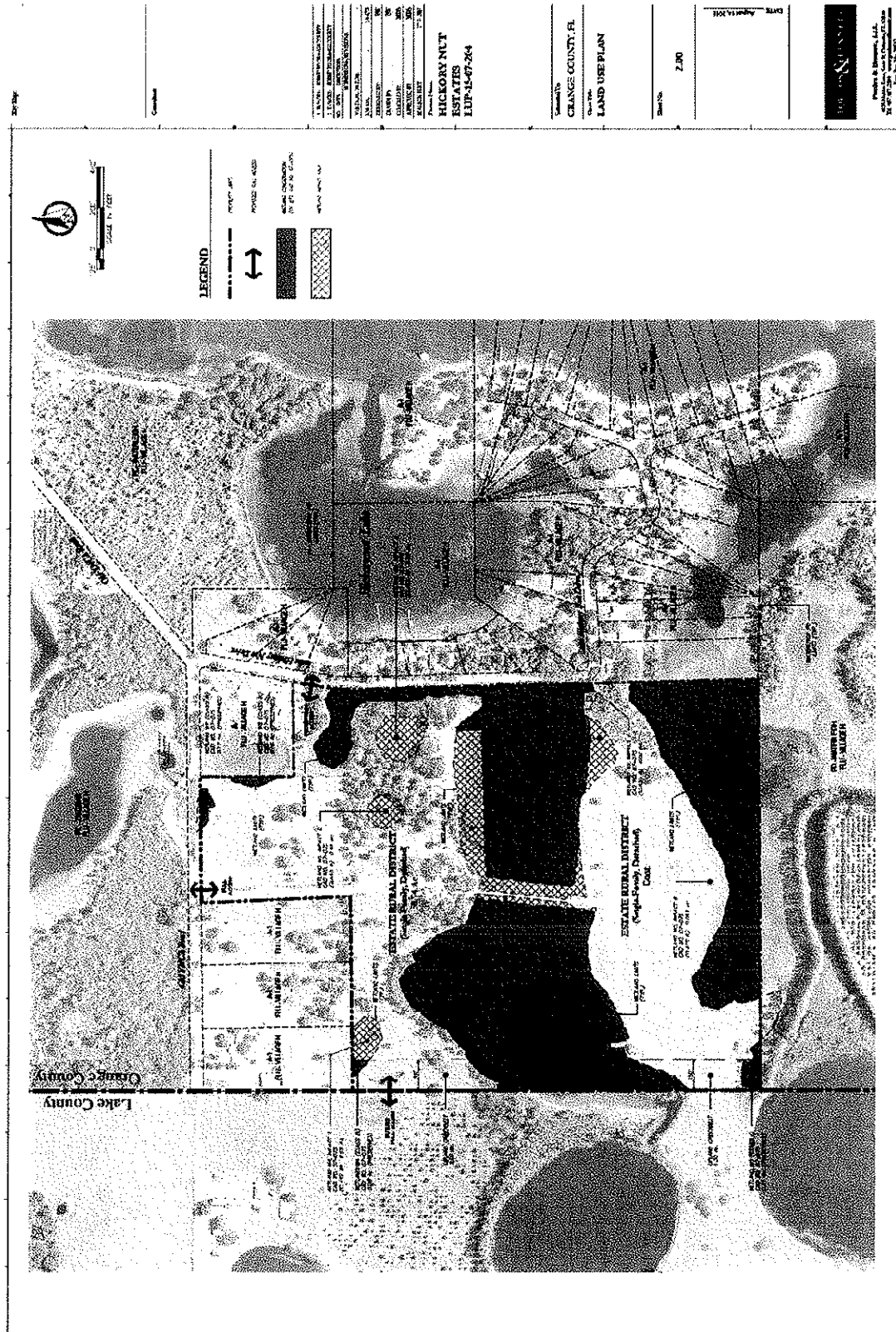
Civil Engineer:
Poulon & Bennett, LLC
4025 Hobbs Lane, Suite B
Orlando, FL 32814
407.487.2194

Surveyor:
Allen & Company
15 East Plant St.
Winter Garden, FL 34787
407.354-5355

Environmental:
Bio-Tech Consulting, Inc.
2002 East Robinson Street
Orlando, FL 32803
407.894-2500

2015-10-15 10:00 AM - 10:00 PM

Hickory Nut Estates PD / LUP (Sheet 2)

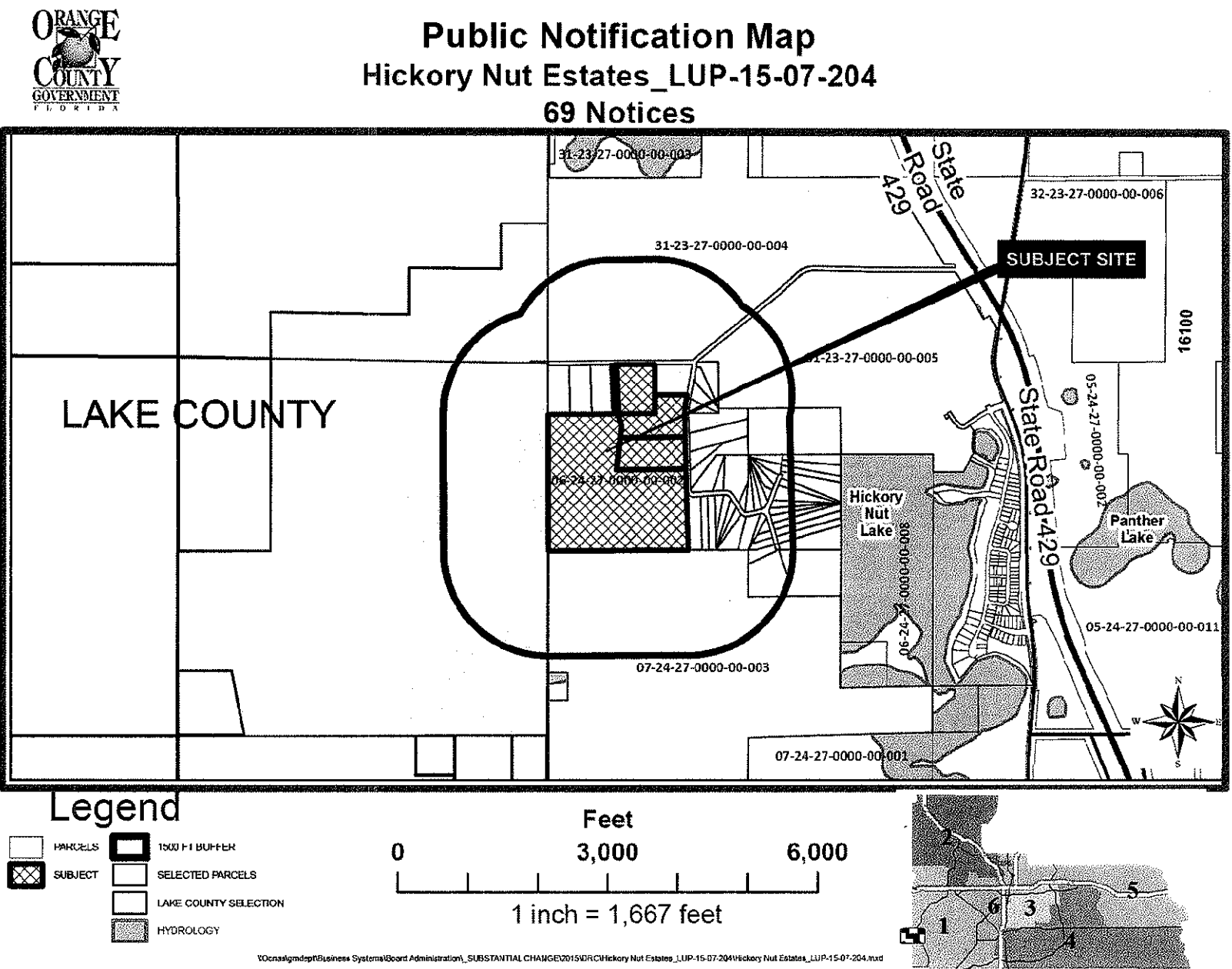


Hickory Nut Estates PD / LUP (Sheet 3)

1. NAME OF THE PARTY OR PARTIES HICKORY NUTT ESTATES LUP-15-07-204		2. DATE OF THE INSTRUMENT 08-12-2015		3. COUNTY ORANGE COUNTY, FL	
4. BOOK AND PAGE 10-202 120-20-51-62-11		5. INSTRUMENT TYPE DEED		6. TAX MAP 15-07-204	
7. GRANTOR HICKORY NUTT ESTATES LUP-15-07-204		8. GRANTEE HICKORY NUTT ESTATES LUP-15-07-204		9. CONSIDERATION \$0.00	
10. SIGNATURE OF GRANTOR _____ _____ _____		11. SIGNATURE OF GRANTEE _____ _____ _____		12. WITNESSES _____ _____ _____	
13. NOTARY PUBLIC _____ _____ _____		14. CLERK OF COURT _____ _____ _____		15. DEED NUMBER 10-202 120-20-51-62-11	
16. DATE OF RECORDING 08-12-2015		17. TIME OF RECORDING 10:00 AM		18. OFFICE OF THE CLERK OF COURT 1000 N. GULF BLVD. SUITE 100 ORANGE, FL 32667	
19. FEE \$0.00		20. TAX \$0.00		21. TOTAL \$0.00	
22. REMARKS _____ _____ _____		23. SIGNATURE OF CLERK _____ _____ _____		24. DATE OF RECORDING 08-12-2015	
25. SIGNATURE OF GRANTOR _____ _____ _____		26. SIGNATURE OF GRANTEE _____ _____ _____		27. SIGNATURE OF WITNESSES _____ _____ _____	
28. SIGNATURE OF NOTARY _____ _____ _____		29. SIGNATURE OF CLERK _____ _____ _____		30. DATE OF RECORDING 08-12-2015	
31. SIGNATURE OF GRANTOR _____ _____ _____		32. SIGNATURE OF GRANTEE _____ _____ _____		33. SIGNATURE OF WITNESSES _____ _____ _____	
34. SIGNATURE OF NOTARY _____ _____ _____		35. SIGNATURE OF CLERK _____ _____ _____		36. DATE OF RECORDING 08-12-2015	
37. SIGNATURE OF GRANTOR _____ _____ _____		38. SIGNATURE OF GRANTEE _____ _____ _____		39. SIGNATURE OF WITNESSES _____ _____ _____	
40. SIGNATURE OF NOTARY _____ _____ _____		41. SIGNATURE OF CLERK _____ _____ _____		42. DATE OF RECORDING 08-12-2015	
43. SIGNATURE OF GRANTOR _____ _____ _____		44. SIGNATURE OF GRANTEE _____ _____ _____		45. SIGNATURE OF WITNESSES _____ _____ _____	
46. SIGNATURE OF NOTARY _____ _____ _____		47. SIGNATURE OF CLERK _____ _____ _____		48. DATE OF RECORDING 08-12-2015	
49. SIGNATURE OF GRANTOR _____ _____ _____		50. SIGNATURE OF GRANTEE _____ _____ _____		51. SIGNATURE OF WITNESSES _____ _____ _____	
52. SIGNATURE OF NOTARY _____ _____ _____		53. SIGNATURE OF CLERK _____ _____ _____		54. DATE OF RECORDING 08-12-2015	
55. SIGNATURE OF GRANTOR _____ _____ _____		56. SIGNATURE OF GRANTEE _____ _____ _____		57. SIGNATURE OF WITNESSES _____ _____ _____	
58. SIGNATURE OF NOTARY _____ _____ _____		59. SIGNATURE OF CLERK _____ _____ _____		60. DATE OF RECORDING 08-12-2015	
61. SIGNATURE OF GRANTOR _____ _____ _____		62. SIGNATURE OF GRANTEE _____ _____ _____		63. SIGNATURE OF WITNESSES _____ _____ _____	
64. SIGNATURE OF NOTARY _____ _____ _____		65. SIGNATURE OF CLERK _____ _____ _____		66. DATE OF RECORDING 08-12-2015	
67. SIGNATURE OF GRANTOR _____ _____ _____		68. SIGNATURE OF GRANTEE _____ _____ _____		69. SIGNATURE OF WITNESSES _____ _____ _____	
70. SIGNATURE OF NOTARY _____ _____ _____		71. SIGNATURE OF CLERK _____ _____ _____		72. DATE OF RECORDING 08-12-2015	
73. SIGNATURE OF GRANTOR _____ _____ _____		74. SIGNATURE OF GRANTEE _____ _____ _____		75. SIGNATURE OF WITNESSES _____ _____ _____	
76. SIGNATURE OF NOTARY _____ _____ _____		77. SIGNATURE OF CLERK _____ _____ _____		78. DATE OF RECORDING 08-12-2015	
79. SIGNATURE OF GRANTOR _____ _____ _____		80. SIGNATURE OF GRANTEE _____ _____ _____		81. SIGNATURE OF WITNESSES _____ _____ _____	
82. SIGNATURE OF NOTARY _____ _____ _____		83. SIGNATURE OF CLERK _____ _____ _____		84. DATE OF RECORDING 08-12-2015	
85. SIGNATURE OF GRANTOR _____ _____ _____		86. SIGNATURE OF GRANTEE _____ _____ _____		87. SIGNATURE OF WITNESSES _____ _____ _____	
88. SIGNATURE OF NOTARY _____ _____ _____		89. SIGNATURE OF CLERK _____ _____ _____		90. DATE OF RECORDING 08-12-2015	
91. SIGNATURE OF GRANTOR _____ _____ _____		92. SIGNATURE OF GRANTEE _____ _____ _____		93. SIGNATURE OF WITNESSES _____ _____ _____	
94. SIGNATURE OF NOTARY _____ _____ _____		95. SIGNATURE OF CLERK _____ _____ _____		96. DATE OF RECORDING 08-12-2015	
97. SIGNATURE OF GRANTOR _____ _____ _____		98. SIGNATURE OF GRANTEE _____ _____ _____		99. SIGNATURE OF WITNES	

[illegible][illegible]

Notification Map

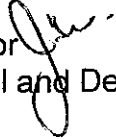




Interoffice Memorandum

January 28, 2016

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 9, 2016 – Public Hearing
Jim Hall, VHB, Inc.
Lake Avalon Planned Development (PD)
Case # LUP-14-04-094 / District 1

The proposed Lake Avalon PD contains four (4) parcels with 66.00 gross acres, and is generally located north of Avalon Road (C.R. 545), south of Marsh Road, east of Sanctuary Lane, and west of Avalon Road (C.R. 545). The subject property is also located in the Lake Avalon Rural Settlement. Through this request, the applicant is seeking to rezone the subject property from A-1 (Citrus Rural District) to PD (Planned Development District) for purposes of constructing up to 46 single family detached residential homes. In addition, the applicant has requested three (3) waivers from Orange County Code in order to allow for a "western ranch" style entry feature, in lieu of a 6-foot high masonry wall; to allow swale drainage; and to allow reduced minimum lot widths, lot area, front yard setbacks, and rear yard setbacks.

As summarized in the attached staff report, two (2) community meetings were held for this request on July 23, 2014 and March 5, 2015. The Lake Avalon PD also received recommendations of approval by the Development Review Committee (DRC) and Planning and Zoning Commission (PZC) on November 18, 2015 and December 17, 2015, respectively.

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 Lake Avalon Planned Development / Land Use Plan (PD/UNP) dated “Received November 23, 2015”, subject to the conditions listed under the PZC Recommendation in the Staff Report.
District 1

Attachments

GENERAL INFORMATION

APPLICANT Jim Hall, VHB, Inc.
OWNER Savi Investments, LLC
PROJECT NAME Lake Avalon Planned Development / Land Use Plan (PD/LUP)
HEARING TYPE Planned Development / Land Use Plan (PD / LUP)
REQUEST **A-1** (Citrus Rural District) **to**
PD (Planned Development District)

A request to rezone four (4) parcels containing 66.0 gross acres from A-1 (Citrus Rural District) to PD (Planned Development District) with a development program consisting of up to 46 lots with single family detached residential dwelling units. In addition, the following waivers from the Orange County Code have been requested:

1. *A waiver from Section 34-209 to allow the project's entry to be of a "western ranch" style, in lieu of a 6' masonry wall.*
2. *A waiver from Section 34-266(c) to allow swale drainage in a single-family subdivision with minimum lot widths of eighty (80) feet, in lieu of minimum lot widths of one hundred (100) feet.*
3. *A waiver from Section 38-1501 [R-CE (Country Estate District) development standards] to allow for a minimum lot width of eighty (80) feet, in lieu of a minimum lot width of 130 feet; a minimum lot area of 10,000 square feet, in lieu of a minimum lot area of 43,560 square feet (1 acre); a minimum front yard building setback of twenty (20) feet, in lieu of a minimum front yard building setback of thirty-five (35) feet; and, a minimum rear yard building setback of twenty (20) feet, in lieu of a minimum rear yard building setback of fifty (50) feet.*

LOCATION 2221 & 3202 Avalon Road, and 16222 & 16401 Avant Drive; generally located north of Avalon Road (C.R. 545), south of Marsh Road, east of Sanctuary Lane, and west of Avalon Road (C.R. 545).

PARCEL ID NUMBERS	06-23-27-4284-00-010; 06-23-27-4284-03-510; 06-23-27-4284-03-521; and 06-23-27-4284-03-610
TRACT SIZE	66.00 gross acres
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 1,000 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Three hundred forty-four (344) notices were mailed to those property owners in the mailing area. Two (2) community meetings were also held for this request on July 23, 2014 and March 5, 2015 (see <i>community meeting summaries below</i>).
PROPOSED USE	Up to forty-six (46) lots with single-family detached residential dwelling units

STAFF RECOMMENDATION

Development Review Committee - (November 18, 2015)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Lake Avalon Planned Development / Land Use Plan (PD / LUP) dated "Received November 23, 2015," subject to the following conditions:

1. Development shall conform to the Lake Avalon Planned Development / Land Use Plan (PD/LUP) dated "Received November 23, 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 23, 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 road agreement for the conveyance of right-of-way required for C.R. 545 (Avalon Road) shall be required prior to approval of the Preliminary Subdivision Plan for this project. The applicant is required to coordinate this process with the Road Agreement Committee.
5. The project contains 37 unvested units that are subject to the County's school capacity policy (a/k/a the "Martinez Doctrine".) The developer acquired school capacity credits established under the Capacity Enhancement Agreement (CEA) #05-022. The number of school capacity credits equals the number of unvested units.
 - a. Upon the County's receipt of written notice from OCPS that the developer is in default or breach of the CEA, the County shall immediately cease issuing building permits for any residential units in excess of the 9 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 CEA.
 - b. The developer and its successor(s) and/or assign(s) under the CEA shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the cessation of the County's issuance of residential building permits resulting from such notification from OCPS. Developer, and its successor(s) and/or assign(s) under the CEA, 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. Orange County shall be held harmless by the Developer and its successor(s) and/or assign(s) under the CEA, in any dispute between the Developer and OCPS over any interpretation or provision of the CEA.
 - c. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from OCPS that this project is in compliance with the CEA.
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. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
8. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
9. The Developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities.
10. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
11. A Level One (1) Environmental Site Assessment (ESA) and existing title opinion shall be submitted to the County for review, as part of the Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) initial submittal.
12. Exterior lighting shall meet "dark sky" standards as described in Sec. 38-1099, Orange County Code, for the Lake Avalon Rural Settlement Overlay District.
13. This development shall not be a gated community.
14. This project shall be designed with perimeter fencing, rather than screen walls, of a style, transparency, and materials in keeping with the Lake Avalon Rural Settlement Overlay District's rural character, as described in Sec. 38-1101, Orange County Code.
15. A waiver from Orange County Code Section 34-171(7) is granted to allow the Lake Avalon PD to be developed without internal sidewalks, in lieu of requiring four-foot concrete sidewalks on both sides of all streets in a subdivision.

(Note: Condition #15 was eliminated at the 12/17/2015 PZC public hearing)

16. A waiver from Orange County Code Section 34-209 is granted to allow the project's entry to be of a "western ranch" style, in lieu of a 6' masonry wall.
17. A waiver from Orange County Code Section 34-266(c) is granted to allow swale drainage in a single-family subdivision with minimum lot widths of eighty (80) feet, in lieu of minimum lot widths of one hundred (100) feet.
18. A waiver from Orange County Code Section 38-1501 [R-CE (Country Estate District) development standards] is granted to allow for a minimum lot width of

eighty (80) feet, in lieu of a minimum lot width of 130 feet; a minimum lot area of 10,000 square feet, in lieu of a minimum lot area of 43,560 square feet (1 acre); a minimum front yard building setback of twenty (20) feet, in lieu of a minimum front yard building setback of thirty-five (35) feet; and, a minimum rear yard building setback of twenty (20) feet, in lieu of a minimum rear yard building setback of fifty (50) feet.

19. Applicant shall provide a five-foot (5') wide sidewalk along Avalon Road or pay into the County's Sidewalk Fund pursuant to Orange County Code Section 34-171(7).

IMPACT ANALYSIS

Land Use Compatibility

The applicant is requesting to rezone the 66.0-acre subject property from A-1 (Citrus Rural District) to PD (Planned Development District) in order to develop up to 46 single family detached residential dwelling units. In response to area residents, the following rural design standards aimed at maintaining the character of the Lake Avalon Rural Settlement have also been added to the PD/LUP and/or included as Conditions of Approval (COA):

- *Clustering of units with significant open space buffers (greater than the minimum 25' PD perimeter)*
- *Dark sky lighting (see PZC Condition #12)*
- *Prohibition of gated access (see PZC Condition #13)*
- *Rural-type perimeter fencing (see PZC Condition #14)*
- *Western ranch-style entry (see PZC Condition #15)*
- *Limited use of swale drainage, in lieu of curb and gutter (see PZC Condition #16)*

As a result of the rural design standards, the proposed PD/LUP would be compatible with the existing character of the Lake Avalon Rural Settlement and would not adversely impact surrounding properties.

Comprehensive Plan (CP) Consistency

The subject property is designated Rural Settlement 1/1 (RS 1/1) on the Future Land Use Map (FLUM), and is located within the Lake Avalon Rural Settlement. The subject rezoning application is consistent with the RS 1/1 FLUM designation.

The proposed PD zoning and development program is consistent with all applicable CP provisions, which include (but are not limited to) the following:

OBJ FLU6.2 states that Rural Settlements provide for a rural residential lifestyle.

FLU6.2.4 states that the County may use the PD designation to ensure new development within the Rural Settlement contributes to the community's sense of place, including increased setbacks along roadways to preserve views, open space, and rural character.

FLU6.2.5 states that permitted densities within the Rural Settlements shall maintain their rural character, and consider factors including lot size, open space and views, tree canopy, building location and orientation, and compatibility with existing land uses.

FLU6.2.6 states that clustering of units with dedicated open space shall be allowed so long as the overall density does not exceed that specified on the Future Land Use Map. Clustering shall be supported to maintain the rural character through preservation of open space and lot layout and design.

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.2.1 states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

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.

SITE DATA

Existing Use	Undeveloped Land
Adjacent Zoning	N: No Zoning (<i>City of Winter Garden</i>) E: A-1 (Citrus Rural District) (1957) No Zoning (<i>City of Winter Garden</i>) W: A-1 (Citrus Rural District) (1957) S: A-1 (Citrus Rural District) (1957) & R-CE (Country Estate District) (1972)
Adjacent Land Uses	N: Lake Avalon, Wetlands, and Citrus Groves E: Undeveloped Land W: Single-Family Residential and Citrus Groves S: Single-Family Residential, Citrus, and Undeveloped Land

APPLICABLE PD DEVELOPMENT STANDARDS

Minimum Living Area:	2,000 square feet
Maximum Building Height:	35 feet / 2 stories
Minimum Lot Width:	80 feet

Minimum Building Setbacks

Front:	20 feet
Rear:	20 feet
Side:	10 feet
Lakefront:	125 feet from Normal High Water Elevation
PD Perimeter:	25 feet
Avalon Road:	500 feet

SPECIAL INFORMATION

Subject Property Analysis

The applicant is requesting to rezone the 66.0-acre subject property from A-1 (Citrus Rural District) to PD (Planned Development District) in order to develop up to 46 single family detached residential dwelling units.

Comprehensive Plan (CP) Amendment

The proposed PD zoning request to allow for up to 46 single-family residential dwelling units on 66.0 acres is consistent with the property's underlying Rural Settlement 1/1 (RS 1/1) Future Land Use Map (FLUM) designation. Therefore, a CP amendment is not required.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

Although inapplicable to this request, the subject property is located within the Lake Avalon Rural Settlement Commercial Design Overlay District.

Environmental

There are wetlands and surface waters on site. A Conservation Area Determination (CAD) must be completed prior to PSP or DP submittal. The site is located within the Wekiva Study Area for which additional environmental regulations apply and may reduce the total net developable acreage. The applicant is responsible for addressing any adverse impacts to surface waters, wetlands, or conservation areas that may occur as a result of development of this site. A Conservation Area Impact (CAI) permit is required for any impacts to the wetlands or buffer areas resulting from the development.

Approval of this plan does not grant permission for the construction or alteration of

structures on the lake or to perform shoreline alterations. Any person desiring structures on the lake or to perform shoreline alterations shall apply for a permit from Orange County EPD prior to commencement of such activities.

Development shall comply with all state and federal regulations regarding endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC).

This project site has a prior agricultural land use (including livestock operations) that may have resulted in spillage of petroleum products, fertilizer, pesticide or herbicide. Prior to commencement of earthwork or construction, Orange County will require a completed Phase I Environmental Site Assessment (ESA). If the site is determined to have soil or groundwater contamination, then the applicant must provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels. Depending upon the Phase I results, sampling of soils and/or groundwater may also be required prior to development approvals.

This project site is located 1.5 miles northeast of the active C&D Pine Ridge Recycling and Disposal solid waste facility and 1.9 miles northeast of the closed Class III Pine Ridge Landfill.

Transportation / Concurrency

Based on the Concurrency Management System database dated 05-09-14, capacity is available to be encumbered for this project. However, it should be noted that the segment of Colonial Drive from the Lake County Line to the Florida Turnpike has 2 trips available. This information is dated and subject to change. An approved Capacity Encumbrance Letter (CEL) is required prior to obtaining a building permit. A road agreement for the conveyance of right-of-way required for C.R. 545 (Avalon Road). Finally, any vacation of existing Avant Drive right-of-way and/or easements which fall within the subject project boundary will be reviewed and processed at the time the subject property is re-platted.

Water / Wastewater / Reclaim

	<u>Existing service or provider</u>
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Orange County Utilities

Schools

The applicant/developer has acquired school capacity credits established under the Capacity Enhancement Agreement (CEA) #05-022.

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

PZC Recommendation – (December 17, 2015)

Make a finding of consistency with the Comprehensive Plan and recommend APROVAL of the Lake Avalon Planned Development / Land Use Plan (PD / LUP) dated "Received November 23, 2015," subject to the following conditions (as modified):

1. Development shall conform to the Lake Avalon Planned Development / Land Use Plan (PD/LUP) dated "Received November 23, 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 23, 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 road agreement for the conveyance of right-of-way required for C.R. 545 (Avalon Road) shall be required prior to approval of the Preliminary Subdivision Plan for this project. The applicant is required to coordinate this process with the Road Agreement Committee.
5. The project contains 37 unvested units that are subject to the County's school capacity policy (a/k/a the "Martinez Doctrine".) The developer acquired school capacity credits established under the Capacity Enhancement Agreement (CEA) #05-022. The number of school capacity credits equals the number of unvested units.
 - a. Upon the County's receipt of written notice from OCPS that the developer is in default or breach of the CEA, the County shall immediately cease issuing building permits for any residential units in excess of the 9 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 CEA.
 - b. The developer and its successor(s) and/or assign(s) under the CEA shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the cessation of the County's issuance of residential building permits resulting from such notification from OCPS. Developer, and its successor(s) and/or assign(s) under the CEA, 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. Orange County shall be held harmless by the Developer and its successor(s) and/or assign(s) under the CEA, in any dispute between the Developer and OCPS over any interpretation or provision of the CEA.
 - c. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from OCPS that this project is in compliance with the CEA.
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. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
8. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.

9. The Developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities.
10. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
11. A Level One (1) Environmental Site Assessment (ESA) and existing title opinion shall be submitted to the County for review, as part of the Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) initial submittal.
12. Exterior lighting shall meet "dark sky" standards as described in Sec. 38-1099, Orange County Code, for the Lake Avalon Rural Settlement Overlay District.
13. This development shall not be a gated community.
14. This project shall be designed with perimeter fencing, rather than screen walls, of a style, transparency, and materials in keeping with the Lake Avalon Rural Settlement Overlay District's rural character, as described in Sec. 38-1101, Orange County Code.
- ~~15. A waiver from Orange County Code Section 34-171(7) is granted to allow the Lake Avalon PD to be developed without internal sidewalks, in lieu of requiring four-foot concrete sidewalks on both sides of all streets in a subdivision.~~
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16. A waiver from Orange County Code Section 34-266(c) is granted to allow swale drainage in a single-family subdivision with minimum lot widths of eighty (80) feet, in lieu of minimum lot widths of one hundred (100) feet.
17. A waiver from Orange County Code Section 38-1501 [R-CE (Country Estate District) development standards] is granted to allow for a minimum lot width of eighty (80) feet, in lieu of a minimum lot width of 130 feet; a minimum lot area of 10,000 square feet, in lieu of a minimum lot area of 43,560 square feet (1 acre); a minimum front yard building setback of twenty (20) feet, in lieu of a minimum front yard building setback of thirty-five (35) feet; and, a minimum rear yard building setback of twenty (20) feet, in lieu of a minimum rear yard building setback of fifty (50) feet.
18. Applicant shall provide a five-foot (5') wide sidewalk along Avalon Road or pay into the County's Sidewalk Fund pursuant to Orange County Code Section 34-171(7).

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the Planning and Zoning Commission with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Lake Avalon Planned Development / Land Use Plan

(PD / LUP), subject to nineteen (19) conditions, including four (4) waivers from Orange County Code.

Staff noted that three hundred forty-four (344) notices were sent to property owners within an area extending beyond 1,000 feet from the subject property, and that a total of twelve (12) commentaries regarding the request had been received. Of the 12 commentaries, staff indicated that one (1) was in favor, and eleven (11) were in opposition. For those residents in opposition, concerns with traffic on Avalon Road; loss of natural land and wildlife habitat; water and septic impacts; existing single family residential inventory in the area; and potential annexation into Winter Garden were expressed. Staff also indicated that two (2) community meetings for the request were held on July 23, 2014, and March 5, 2015.

During the presentation, staff stated that prior to the 2nd community meeting, the applicant proactively met with representatives from the Lake Avalon Home and Property Owners' Association regarding an array of issues and concerns. As a result, the applicant modified their original request prior to the 2nd community meeting by reducing the initial development program from 66 residential units to 46 residential units, and by agreeing to numerous rural design standards aimed at retaining the existing character of the Lake Avalon Rural Settlement. These standard include the clustering of units with significant open space buffers; dark sky lighting; the prohibition of gated access; rural-type perimeter fencing; rural roadway design for internal portions of the project, with no sidewalks; western ranch-style entry features, and limited use of swale drainage practices, in lieu of curb and gutter.

The applicant, Jim Hall, was present and expressed support for the staff recommendation. During his presentation, the applicant reiterated their efforts to work with the community on the rural design standards, and presented renderings of the proposed project entry from Avalon Road.

Following the applicant's presentation, Chairperson Wean opened the hearing for public comment. Speaking on behalf of the Lake Avalon Home and Property Owners' Association, Carol Johnson expressed support for the project. She emphasized the importance of retaining the "flavor" of the Rural Settlement and commended the applicant for working with the community to address their concerns. She also stated that the limited increase in density, as opposed to existing A-1 zoning standards, was necessary to avoid the potential of future annexation into the City of Winter Garden.

Following public comment, lengthy discussion amongst PZC members ensued, with much time devoted to the Development Review Committee (DRC) recommendation and waiver to eliminate the requirement for internal sidewalks. Despite the lack of sidewalks along existing roadways, and the opinion of residents that new sidewalks would negatively impact the character of the Lake Avalon Rural Settlement, Commissioners favored the construction of sidewalks, and argued that it would provide for a safer pedestrian environment. Commissioner DiVecchio was also concerned that the desire to have no sidewalks had been expressed by existing area residents, as opposed to those who would ultimately reside within the project.

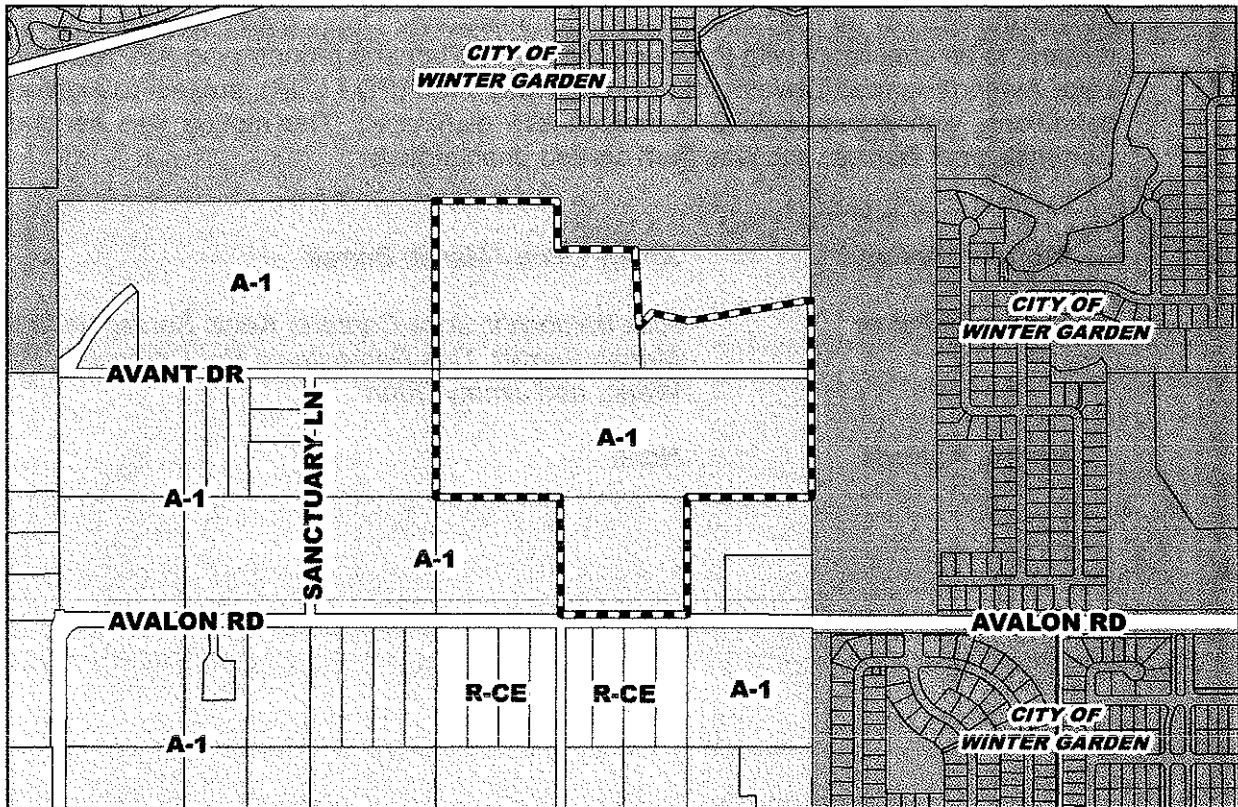
Based on the expressed concerns of the PZC, and a side-bar discussion between representatives from Planning, Transportation Planning, and the County Attorney's office,

staff recommended that DRC Condition of Approval #15 addressing internal sidewalks be eliminated. This amended recommendation was due in part to potential conflicts with Americans with Disabilities Act (ADA) regulations.

At the conclusion of PZC discussion, Commissioner Dunn made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the Lake Avalon Planned Development / Land Use Plan (PD / LUP), subject to eighteen (18) conditions, with previous DRC Condition #15 eliminated. The motion was seconded by Commissioner Barrett, and was then carried unanimously.

Motion / Second	<i>Jimmy Dunn / Marvin Barrett</i>
Voting in Favor	<i>Rick Baldocchi, Jose Cantero, Kevin Seraaj, JaJa Wade, Marvin Barrett, Tina Demostene, Pat DiVecchio, Paul Wean, and Jimmy Dunn</i>
Voting Against	<i>None</i>

LUP-14-04-094



 Subject Property



★ Subject Property

Zoning Map

ZONING: A-1 (Citrus Rural District) to PD (Planned Development District)

APPLICANT: Jim Hall, VHB, Inc.

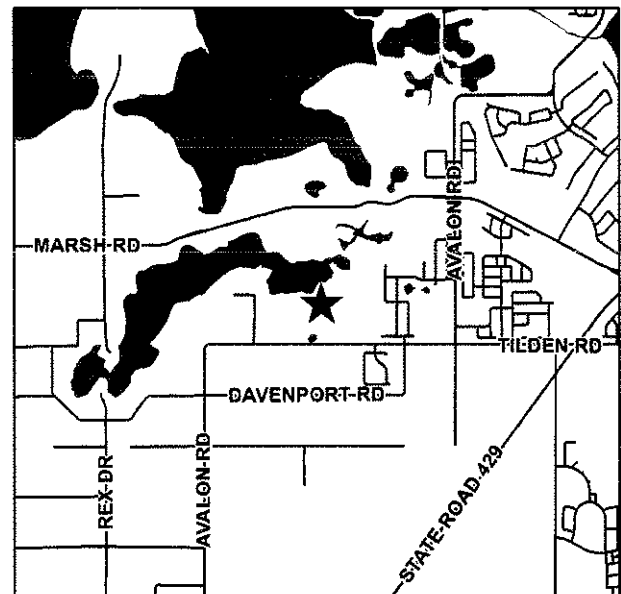
LOCATION: 2221 & 3202 Avalon Road, and 16222 & 16401 Avant Drive; or generally located north of Avalon Road (C.R. 545), south of Marsh Road, east of Sanctuary Lane, and west of Avalon Road (C.R. 545)

TRACT SIZE: 66.0 gross acres

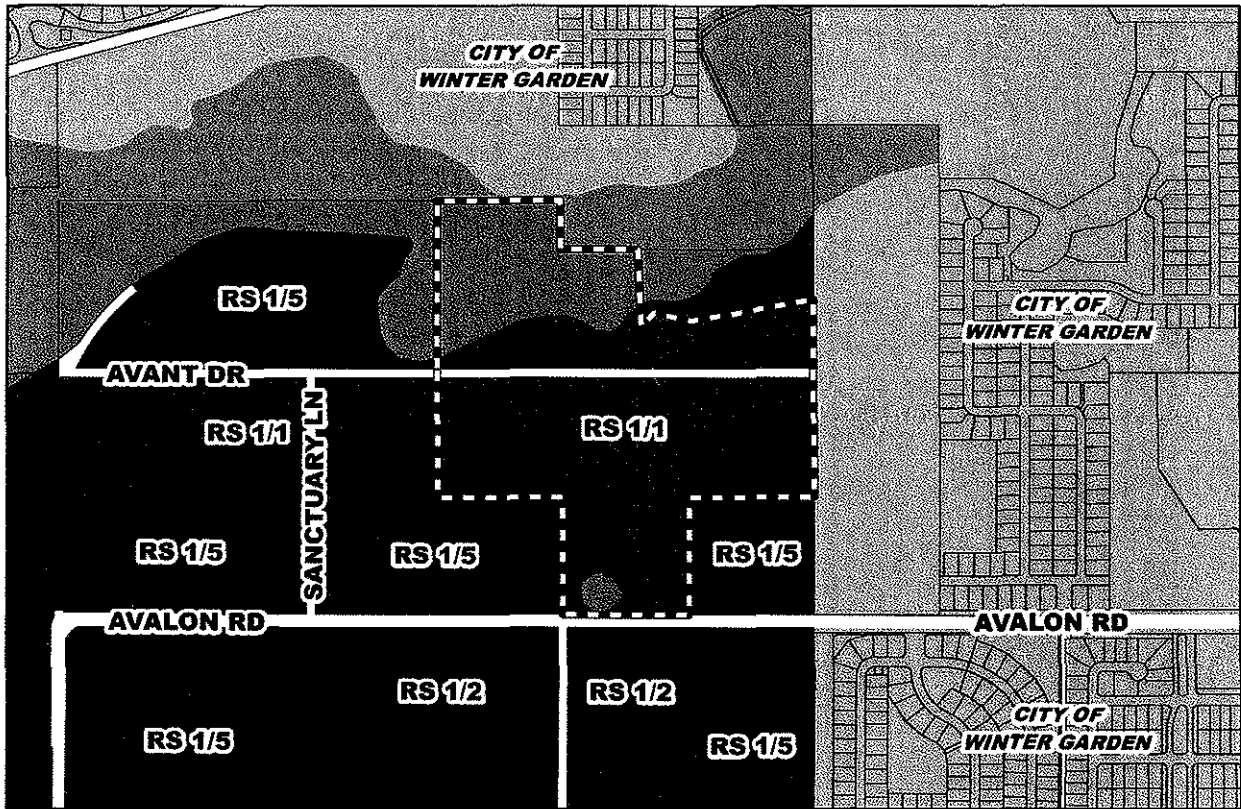
DISTRICT: # 1

S/T/R: 06/27/23

1 inch = 833 feet



LUP-14-04-094



 Subject Property

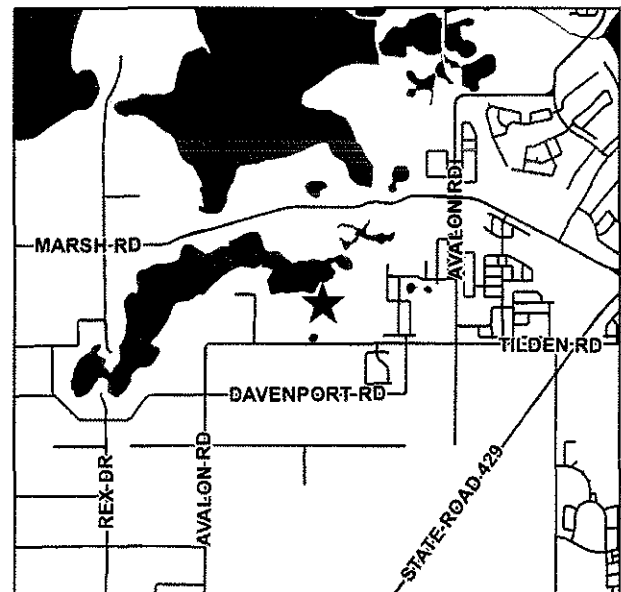


★ Subject Property

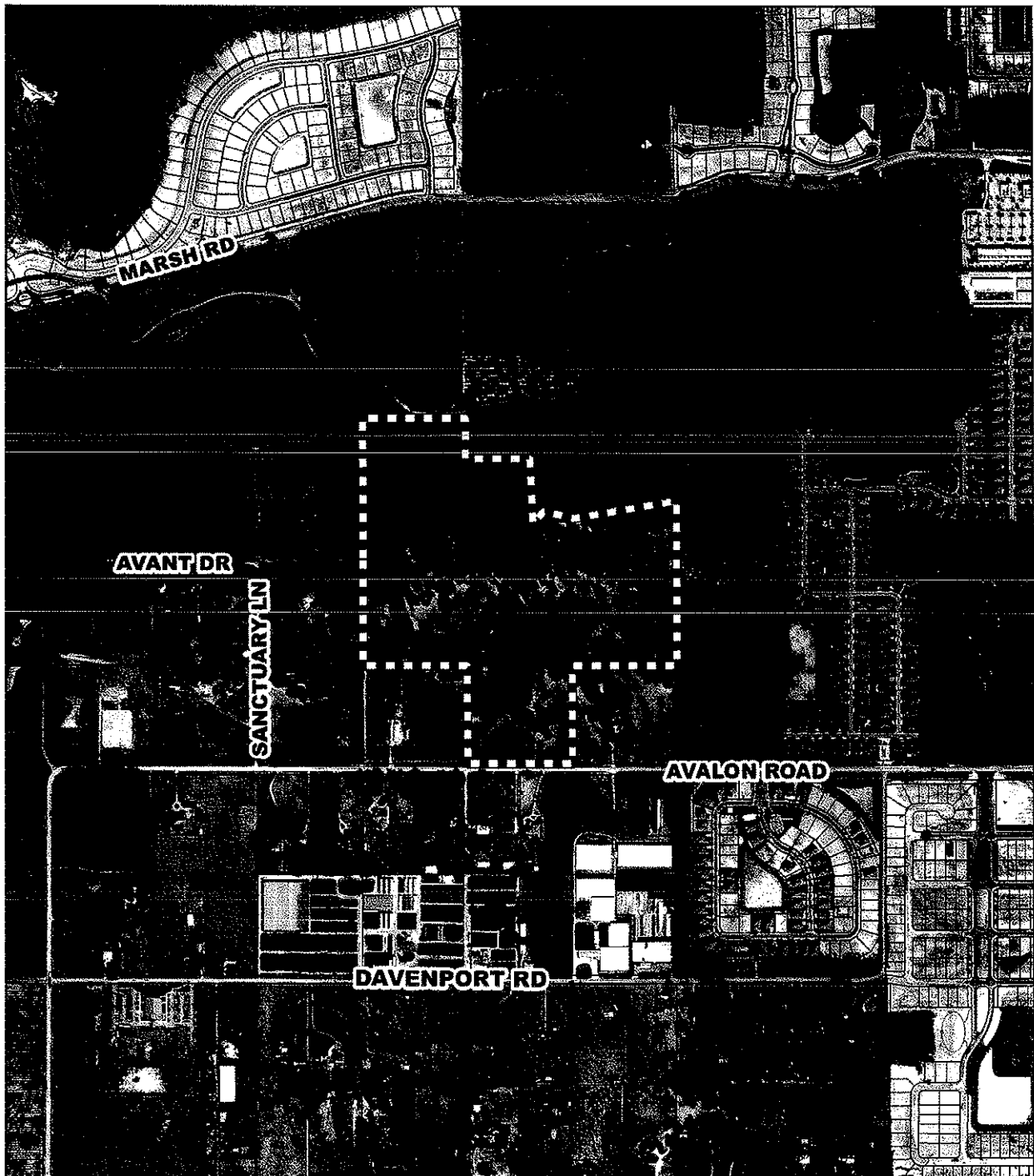
Future Land Use Map

FLUM: Rural Settlement 1/1 (RS 1/1)
APPLICANT: Jim Hall, VHB, Inc.
LOCATION: 2221 & 3202 Avalon Road, and 16222 & 16401 Avant Drive; or generally located north of Avalon Road (C.R. 545), south of Marsh Road, east of Sanctuary Lane, and west of Avalon Road (C.R. 545)
TRACT SIZE: 66.0 gross acres
DISTRICT: # 1
S/T/R: 06/27/23

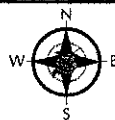
1 inch = 833 feet



LUP-14-04-094



 Subject Property



1 inch = 833 feet

Lake Avalon PD/LUP (Cover Sheet)

Land Use Plan

Issued for: **Orange County**

Date Issued: April 2014

Latest Issue: November 2015

Sheet Index

Number	Drawing Title	Latest Issue
C-0	Cover Page	11/20/2015
C-1	Existing Conditions	10/30/2015
C-2	Land Use Plan	11/20/2015

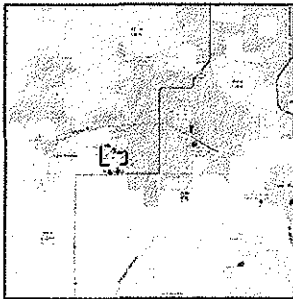
Reference Drawings

Number	Drawing Title	Latest Issue
SV-1	Boundary Survey	3/15/2015

Lake Avalon P.D.

Orange County, Florida

Parcel ID# 06-23-27-4284-03-510; 06-23-27-4284-03-610; 06-23-27-4284-03-521;
06-23-27-4284-00-010



Site Location Map

Property Owners

Owner:
Savi Investments LLC
5200 Vineland Rd, Suite 200
Orlando, FL 32811
Phone - Fax

Applicant:
Jim Hall, AICP, ASLA
VHB
225 E. Robinson St, Suite 300
Orlando, FL 32801
Phone: 407.839.4006



Planning
Transportation
Land Development
Environmental Services

225 E. Robinson Street, Suite 300
Orlando, Florida 32801
407.839.4006 - Fax 407.839.4008
Certificate of Authorization Number 3931

RECEIVED

By The Development Review Committee (DRC) Office at 9:52 am, Nov 23, 2016

Printed: 11/23/2016 10:52:14 AM
User: jhall
Title: LUP-14-04-094

December 17, 2015



Interoffice Memorandum

DATE: January 26, 2016

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

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

CONTACT PERSON: Carol Knox Hossfield, Manager, Zoning Division
407-836-5585

SUBJECT: February 9, 2016 – Board of Zoning Adjustment Appeal Public Hearing Applicant/Appellant: Pedro J. Malaret, Agent for Kung Fu-Sion, LLC Case #VA-15-12-126, February 9, 2016; District #4

Case #VA-15-12-126, located in District #4 is a BCC Appeal public hearing to be heard on February 9, 2016. Kung Fu-Sion, LLC (applicant/appellant) is proposing to obtain an alcoholic beverage license for on-site consumption of beer and wine (2COP) for a sit-down restaurant located 369.8 feet from Legacy Middle School, in lieu of the required 1,000 ft.

The subject property is located at 11425 Lake Underhill Road on the north side of Lake Underhill Rd., east of Rouse Rd. in a building that was formerly occupied by Hooter's Restaurant. Hooter's Restaurant was able to secure a 2COP license because it opened prior to the construction of Legacy Middle School. In 2013, Hooter's Restaurant vacated the building.

On July 22, 2015 the Zoning Division conducted a distance measurement for the applicant and concluded the separation between the proposed Kung Fu-Sion Restaurant and the existing Legacy Middle School is 369.8 ft. in lieu of the required 1,000 ft. On October 14, 2015, the applicant submitted an application for a zoning variance for BZA review on December 3, 2015.

During the December 3, 2015 BZA hearing, the applicant/appellant noted there were other similar establishments in the surrounding area. The BZA concluded that the fact that a license had once been issued to the address did not constitute sufficient hardship to grant the variance. The BZA denied the request 4-0 with one member abstaining.

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 Zoning Division.

On January 5, 2016 Commissioner Thompson advised the BCC she would be absent on February 9, 2016. On February 9, 2016 the BCC will consider a continuance of this case to February 16, 2016. Notice of the request for a continuance has been mailed to neighboring property owners. A copy of the notice is attached.

If you have any questions regarding this matter, please contact Carol Hossfield at 6-5585 or Rocco Relvini at 6-5386.

ACTION REQUESTED: Uphold the BZA's recommendation of denial of November 5, 2015. District #4

JWW/CKH:dcn



Art Interiano
Assistant Manager

Chief Planners

Vacant
Permitting

Rocco Relvini
Customer Relations

Bob Windom
Project Review

ZONING DIVISION

Carol Knox Hossfield, Manager

201 South Rosalind Avenue, 1st Floor • Reply To: Post Office Box 2687 • Orlando, Florida 32802-2687
407-836-5525 • Fax 407-836-5507
www.orangecountyfl.net

January 5, 2016

RE: Appeal of VA-15-12-126 – Kung Fu-Sion LLC request for on-site consumption of beer and wine at 11425 Lake Underhill Road, Orlando, FL 32825

Commissioner Jennifer Thompson is not able to attend the public hearing advertised and scheduled for Tuesday, February 9, 2016 at 2:00 p.m. Therefore, there is a possibility the Board of County Commissioners (BCC) may continue this request to February 16, 2016. The Board of County Commissioners is the only entity that is authorized to grant or deny a continuance request. It is recommended that you or your representative consider attending the February 9, 2016 BCC meeting.

The public hearing set with the Board for 2:00 p.m. on February 9, 2016 regarding the Kung Fu-Sion LLC case will be opened, and at that time, the Board will begin by considering a request for a continuance to a future date. At that point, the Board will then make a decision on that request. If the Board **denies** the continuance request on February 9th, the public hearing will immediately move forward on the applicant's underlying request for a special exception for the 2COP license. If the Board **grants** the continuance request, then new notifications for the future public hearing will be sent to all affected residents and businesses shortly thereafter.

Should you require additional information, please contact Rocco Relvini, Chief Planner at (407) 836-5386.

Sincerely,

A handwritten signature in cursive script that reads "Arturo Interiano".

Arturo Interiano
Assistant Manager

**COMMUNITY ENVIRONMENTAL DEVELOPMENT
SERVICES DEPARTMENT
ZONING DIVISION PUBLIC HEARING REPORT
February 9, 2016**

The following is a BCC appeal public hearing before the Board of County Commissioners on February 9, 2016 at 2:00 p.m.

APPELLANT/APPLICANT: KUNG FU-SION, LLC

REQUEST: Variance in the P-D zoning district to allow on-site consumption of beer and wine (2 COP License) 369.8 ft. from Legacy Middle School in lieu of 1000 ft.

LOCATION: North Side of Lake Underhill Rd., east of Rouse Rd.

TRACT SIZE: 1.28 acres

ZONING: P-D

DISTRICT: #4

PROPERTIES NOTIFIED: 1696

BOARD OF ZONING ADJUSTMENT (BZA) HEARING SYNOPSIS ON REQUEST:

The applicant proposes to use the former Hooters building as a Japanese Restaurant. They want to serve beer and wine with meals. They are located 370 ft. from Legacy Middle School. The separation requirement is 1000 ft. Legacy Middle school is located directly across the street from the proposed establishment.

Staff presented its findings and concluded the request fell short of meeting the variance criteria. The BZA agreed and unanimously denied the request. A representative of Orange County Public Schools was present to speak in opposition to the granting of the variance.

BZA HEARING DECISION:

A motion was made by Deborah Moskowitz, seconded by Chuck Norman and unanimously carried to deny the Variance request in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (unanimous 4-0; 1BZA member abstaining).

KUNG FU-SION LLC
VA-15-12-126

REQUEST: Variance in the P-D zoning district to allow on-site consumption of beer and wine (2 COP License) 369.8 ft. from Legacy Middle School in lieu of 1000 ft.

ADDRESS: 11425 Lake Underhill Road, Orlando FL 32825

LOCATION: North Side of Lake Underhill Rd., east of Rouse Rd.

S-T-R: 28-22-31

TRACT SIZE: 1.28 acres

DISTRICT#: 4

LEGAL: HIGHPOINT COMMERCE CENTER 48/80 BEG NE COR LOT 1 TH RUN S 134.56 FT S 102.04 FT S 76 DEG W 127.34 FT S 71 DEG W 58.13 FT N 20 DEG W 157.95 FT N 20 DEG W 93.88 FT N 76 DEG E 14 2.11 FT N 82 DEG E 132.42 FT TO POB

PARCEL ID: 28-22-31-3520-00-011

NO. OF NOTICES: 1696

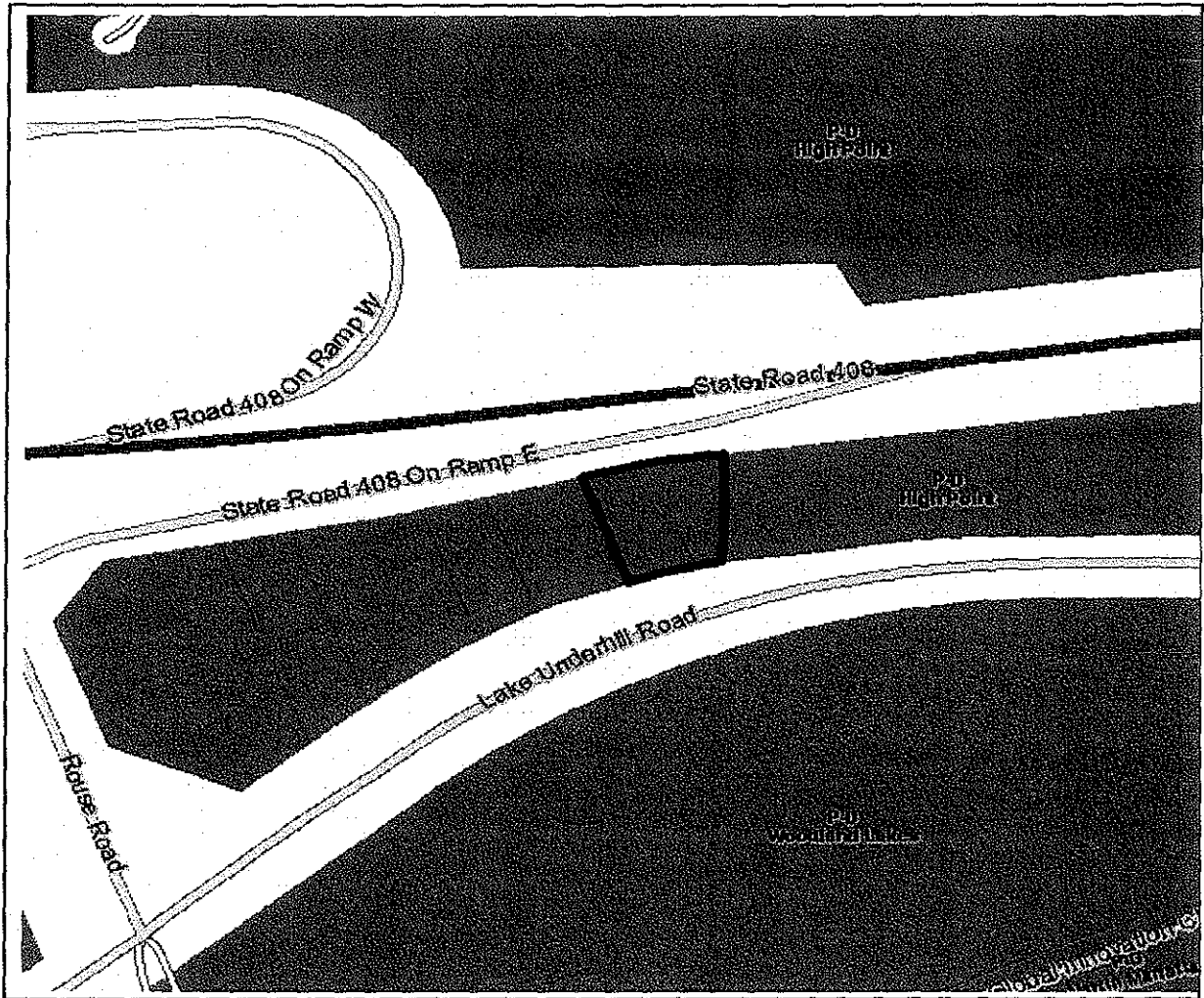
DECISION: **DENIED** the Variance request in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (unanimous)(4-0, 1 abstained).

SYNOPSIS: The applicant proposes to use the former Hooters building as a Japanese Restaurant. They want to serve beer and wine with meals. They are located 370 ft. from Legacy Middle School. The separation requirement is 1000 ft. Legacy Middle school is located directly across the street from the proposed establishment.

Staff presented its findings and concluded the request fell short of meeting the variance criteria.

The BZA agreed and unanimously denied the request.

A representative of Orange County Public Schools was present to speak in opposition to the granting of the variance.



Applicant: Kung Fu-Sion, LLC

BZA Number: VA-15-12-126

BZA Date: 12/03/2015

District: 4

Sec/Twn/Rge: 28-22-31-NE-A,28-22-31-SE-D

Tract Size: 1.28 acres

Address: 11425 Lake Underhill RD, Orlando FL 32825

Location: North Side of Lake Underhill Rd., east of Rouse Rd.

MALARET LAW FIRM, PLC

Pedro J. Malaret, Esquire

P.O. Box 4579
Orlando, FL 32802
Telephone (407) 898-8758
Facsimile (407) 898-8768
pedro@malaretlawfirm.com

October 14, 2015

Orange County Florida
Board of Building and Zoning Variance
Orlando, FL 32801

Re: Address: 11425 Lake Underhill Rd., Orlando, FL 32825
Parcel ID: 28-22-31-3520-00-011
Petitioner: Kung Fu-Sion, LLC as authorized agent for Old Wise Owl, LLC

Dear Board,

This law firm has the pleasure of representing Kung Fu-Sion, LLC, the authorized agent for the current owner and Petition of the Orange County property whose physical address is 11425 Lake Underhill Rd., Orlando, FL 32825, and whose parcel ID is 28-22-31-3520-00-011.

The Petitioner is the owner of Danketsu, a Japanese restaurant that features traditional Japanese cuisine with a traditional Japanese ambience. Danketsu is full service restaurant open for dinner from Monday through Saturday during the hours of 4:00 p.m. to 2:00 a.m.

From 2002 until 2013, Hooters of Lake Underhill, LLC, operated a Hooters restaurant on the property located 11425 Lake Underhill Rd., Orlando, FL 32825. Hooters is a restaurant with several locations in Orlando that sells a variety of food and beer and wine. Since 2002, Hooters has sold beer and wine under a retail beverage license (2COP), a copy of which is attached hereto.

The Petitioner is seeking a variance from the 1,000 ft separation requirement from a school for the sale of beer and wine by an establishment pursuant to Orange County Code.

Enclosed herewith, you shall find the following:

1. Complete Orange County Board of Zoning Adjustment Application for Zoning Variance with attachments including a Tax Bill;
2. Two copies of the site plan;
3. One copy of an 8 ½ by 11 reduction of the site plan;
4. A copy of Hooters of Lake Underhill, LLC's license information obtained from the Department of Business and Professional Regulation's website.

5. A copy of Hooters of Lake Underhill, LLC's license information obtained from the Department of Business and Professional Regulation's website.
6. Three satellite photos obtained from Google Maps, showing the location of the subject property, Trick Shots Billiards and Legacy Middle School.
7. The Property Summary for the subject property located at 11425 Lake Underhill Rd., Orlando, FL 32825, obtained from the Orange County Property Appraiser's websites.
8. The Property Summary for Trick Shot Billiards, located at 11351 Lake Underhill Rd., Orlando, FL 32825, obtained from the Orange County Property Appraiser's websites.

The Petitioner wished to continue with the prior use of the restaurant offering Japanese dining complimented by beer and wine. According to a distance check conducted by Art Interiano of the Orange County Zoning Division. The property located at 11425 Lake Underhill Rd., Orlando, FL 32825 is 369.8 ft. from Legacy Middle School located at 11398 Lake Underhill Road, Orlando, FL and therefore, the proposed location does not meet the separation requirement contained in the Orange County Code.

The Petition is asking for a variance from section 38-1415 of the Orange County Code of Ordinance so that it may obtain a 2COP retail beverage license.

Section Referenced	Required	Requested Variance
38-1415	No such place of business shall be established within one thousand (1,000) feet of an established church or school;	Request a reduction to 369.8 feet of an established school.

Explanation:

Since 2002, the proposed restaurant has served beer and wine under a 2POC licenses until the restaurant closed in 2013. The Petitioner to continue with the prior use of the location and will be operating a restaurant and would like to continue to sell beer and wine as the prior restaurant did for 11 years. Beer and wine compliment the meals served to the Petitioner's customers. It is custom to eat Japanese food and drink Japanese beer and Saki wine. Not selling beer and wine would cause the Petitioner hardship and may cause the restaurant to fail.

The hardship is not self-created. The property in question was built and zoned as a restaurant, prior to the construction of the neighboring school and its intended use is of a full services restaurant, which includes the sale of beer and wine.

No special privilege conferred from granting the variance. Granting the zone variance would not provide a privilege or unfair advantage to the

Petitioner. Granting the variance would instead allow the Petitioner to utilize the property for its intended use. Additionally, Petitioner's zoning variance would not confer the Petitioner any special privilege. Just a few blocks away from the proposed location at 11341 Lake Underhill Rd., Orlando, FL 32825 and similarly distanced from the proposed location to Legacy Middle School, Trick Shot Billiards sells food and maintains a full liquor bar and currently holds a 4POC beverage license.

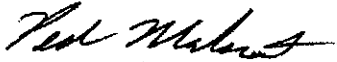
Deprivation of rights will occur without the variance. Should the Board strictly interpret the provision contained in section of the Orange County Code referenced above, not only the Petitioner, but also the owner of the property would be deprived from the intended use of the property. Additionally, this would cause both the Petitioner and the owner to suffer undue hardship.

This is the minimum possible variance for the Petitioner to use the property according to zoning regulation. According to the Orange County Zoning Division the minimum proposed variance would be 369.8 ft, in order to meet the 1,000 ft separation requirements contained in the Orange County Code. Should the Board approve the zoning variance, the Petitioner minimum variance be the distance between the proposed establishment and the neighboring school.

Approval of the zoning variance would be in harmony with the prior used of the restaurant and the zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Granting the zoning variance and reducing the distance requirement would not interfere with the purpose and intent of the zoning regulations.

In conclusion through no fault of the Petitioners own, the property is non-conforming to the separation requirements contained in the Orange County Code. Granting the Petitioner's variance to the proposed 369.8 ft will allow for the property to exist and to continue its prior use and without interfering with §38-1415;s intent and purpose.

Sincerely


Pedro J. Malaret, Esq.

Enclosures: referenced above.



Arturo Interiano
Assistant Manager

Chief Planners

Carol Hassfield
Permitting

Rocco Reivini
Customer Relations

Bob Windom
Project Review

ZONING DIVISION

MITCH GORDON, Manager

201 South Rosalind Avenue, 1st Floor • Reply To: Post Office Box 2687 • Orlando, Florida 32802-2687
407-836-3111 • Fax 407-836-5507
www.orangecountyfl.net

July 24, 2015

Kung Fu-Sion, LLC
Attn.: Norman Poon
1926 Common Way Road
Orlando, FL 32814

Dear Mr. Poon:

We have received your application for a new alcoholic beverage license for Kung Fu-Sion, LLC located at 11425 Lake Underhill Road, Orlando, FL 32825.

On July 22, 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 369.8 ft. from Legacy Middle School located at 11398 Lake Underhill Road, Orlando, FL 32825.

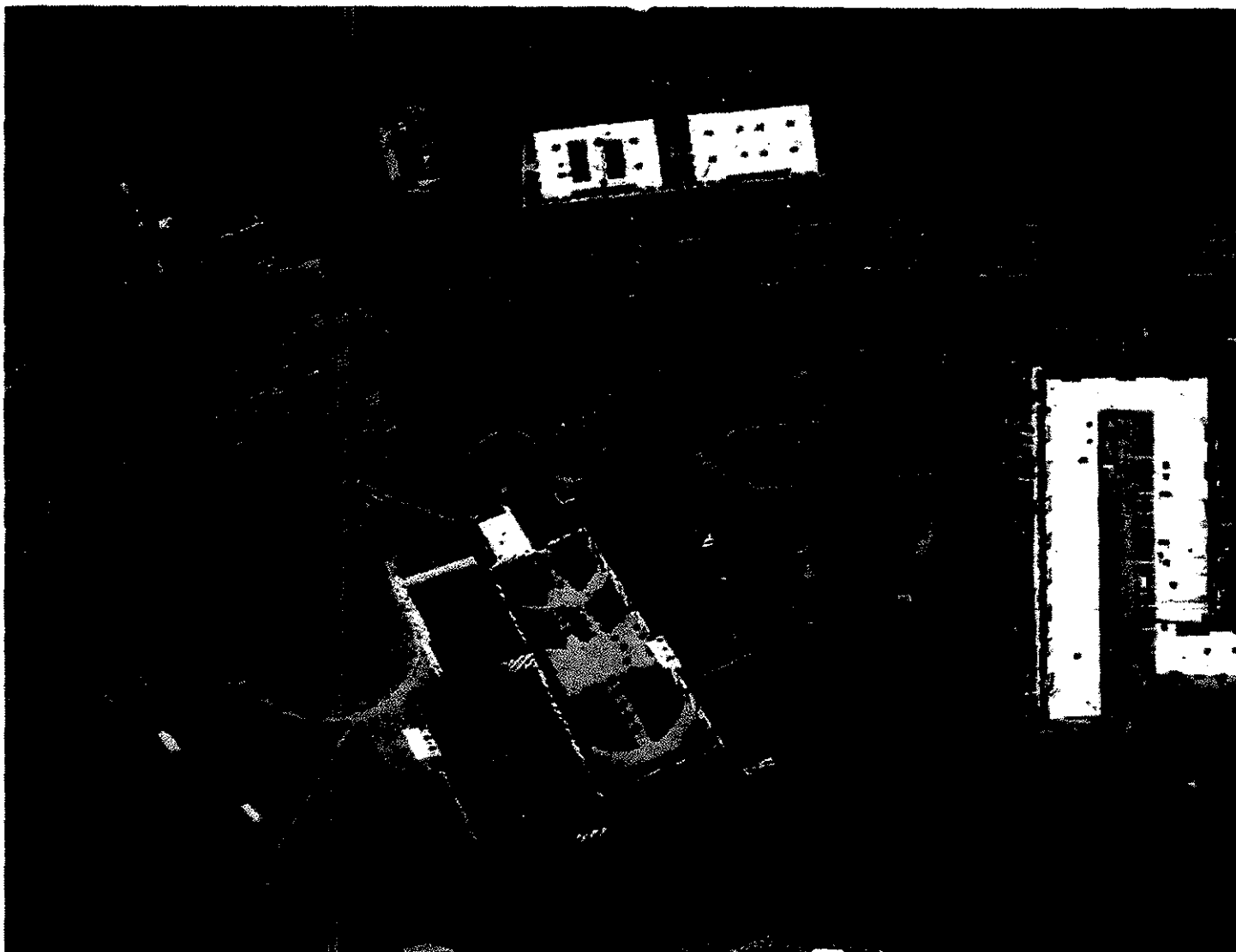
Since this location cannot satisfy the 1,000 ft. separation requirement from the nearest school, this office cannot issue zoning approval.

Should you have any questions, please contact our office at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read "Arturo Interiano", written over a horizontal line.

Art Interiano
Assistant Zoning Manager



7/22/2015 – A distance measurement reveals that Kung Fu-Sion, LLC is located 369.8 ft. from Legacy Middle School. The walking path is shown above in blue. Distance from a school shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare to the nearest point of the school grounds in use as part of the school facilities.



STAFF REPORT
CASE #VA-15-12-126
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
12/03/2015
Commission District: 4

GENERAL INFORMATION:

APPLICANT: Kung Fu-Sion, LLC

REQUEST: Variance in the P-D zoning district to allow on-site consumption of beer and wine (2 COP License) 369.8 ft. from Legacy Middle School in lieu of 1,000 ft.

LOCATION: North Side of Lake Underhill Rd., east of Rouse Rd.

PROPERTY ADDRESS: 11425 Lake Underhill Rd.

PARCEL ID: 28-22-31-3520-00-011

TRACT SIZE: 1.28 acres

DISTRICT #: 4

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. The petitioner is the owner of Danketsu, a restaurant that features traditional cuisine. It is a full service restaurant open for dinner from Monday through Saturday during the hours of 4:00 p.m. to 2:00 a.m.
2. The proposed restaurant is 369.8 feet from Legacy Middle school located at 11398 Lake Underhill Road. The code requirement is 1,000 feet. Therefore, the deviation from the code requirement is sixty-three percent (63%).
3. The subject was previously occupied by Hooters. Hooters had a 2COP license prior to the opening of Legacy Middle School. Hooters vacated the premises in 2013. All new tenants must comply with the 1,000 feet separation requirement.

4. Applicant references another 4COP business nearby (Trick Shot Billiards). This business is located approximately 673 feet away from Legacy Middle School and was issued the license in 2003 prior to the opening of Legacy Middle School.

5. The applicant will have to demonstrate compliance with the variance criteria. Since this is a new license and the school already exists directly across the street, staff's position is this application does not meet the criteria.

STAFF RECOMMENDATION:

Staff cannot support the request for the following reasons:

The fact that a previous business had the same license prior to the construction of Legacy Middle School does not waive the on-site alcohol consumption requirements for any new license. The request constitutes a 635 deviation from code requirements.

If the BZA approves this request, the following conditions should be imposed:

1. Development in accordance with application package submitted by applicant on October 14, 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. Approval is for this applicant's use only. If the property is sold or transferred to another tenant, additional BZA approval is required; and,
4. Sales of beer and wine with meals shall commence no sooner than 4:00 p.m. and no later than 2:00 a.m., Monday through Saturday. Sales of beer and wine with meals is permitted on Sundays in accordance with all other regulations.

cc: Pedro Malaret, Applicant's Representative



Interoffice Memorandum

DATE: January 26, 2016

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

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

CONTACT PERSON: Carol Knox Hossfield, Manager, Zoning Division
407-836-5585

SUBJECT: February 9, 2016 – BCC Appeal Public Hearing
Applicant/Appellant: Hector Vidal/Centro Cristiano Restauracion,
Case #SE-15-10-089, February 9, 2016; District #3

Case #SE-15-10-089, located in District #3 is a BCC Appeal public hearing to be heard on February 9, 2016. Centro Cristiano Restauracion (applicant/appellant) is requesting a special exception to operate a child day care for up to 60 children within its main sanctuary building.

The subject property is located at 1600 N. Chickasaw Trail on the west side of N. Chickasaw Trail, approximately 950 ft. south of E. Colonial Dr. The property is zoned R-1. On May 2, 1996, the BZA approved a special exception for religious use. On July 2, 1998, the BZA approved an expansion to the religious use campus. This request is to locate a new child care center within the existing sanctuary building. No new construction is proposed.

At the BZA hearing, residents of the Richwood Subdivision, located immediately south of the church, appeared in opposition to the request. The residents had concerns about excessive noise emanating from the existing church, the buffer along the south property line and crime and drug use on the unimproved property to the north. A resident of Richwood Estates presented a petition signed by 22 residents of the community opposing the proposed child care center request.

The BZA concluded that the applicant was not able to contain the current negative impacts of their site on their property. They further found that intensification of the use would not be compatible with the residential neighborhood to the south.

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 Zoning Division.

This public hearing was scheduled on January 5, 2016 but Commissioner Clarke requested a continuance in order to hold a community meeting with the residents. The community meeting held on January 25, 2016 was well attended. At the meeting, the Richwood Estates residents continued to express their concerns regarding noise, traffic, lack of privacy and sufficient maintenance of the fence along the Church's southern property line.

If you have any questions regarding this matter, please contact Carol Hossfield at 6-5585 or Rocco Relvini at 6-5386.

ACTION REQUESTED: Uphold the BZA's recommendation of denial of November 5, 2015. District #3.

JVW/CKH:dcn

**COMMUNITY ENVIRONMENTAL DEVELOPMENT
SERVICES DEPARTMENT
ZONING DIVISION PUBLIC HEARING REPORT
February 9, 2016**

The following is a BCC appeal public hearing before the Board of County Commissioners on February 9, 2016 at 2:00 p.m.

APPELLANT/APPLICANT: CENTRO CRISTIANO RESTAURACION INC

REQUEST: Special Exception in the R-1 zoning district to permit a day care for up to 60 children, ages infant to 5 years old, to be located within an existing religious use building.

(Note: There will be no exterior construction associated with this application.)

LOCATION: West side of N. Chickasaw Tr., approximately 950 ft. south of E. Colonial Dr.

TRACT SIZE: 5.45 acres

ZONING: R-1

DISTRICT: #3

PROPERTIES NOTIFIED: 72

BOARD OF ZONING ADJUSTMENT (BZA) HEARING SYNOPSIS ON REQUEST:

The applicant is requesting approval of a special exception for a day care center with up to 60 children in the R-1 zoning district, in conjunction with an existing religious institution. This case was continued from the October 1st BZA meeting to allow the applicant an opportunity to meet with neighbors to attempt to resolve some outstanding issues, and to permit staff to determine if all conditions from the 1998 approval of the Special Exception for the expansion of the church had been met.

Staff explained that its research showed that two conditions of the 1998 approval remained either partially or completely unmet. The applicant was to maintain a fence along the south property line. There were portions of the fence requiring repair, and it appeared that approximately 50 ft. of the fence out to Chickasaw Tr. had never been installed. Staff indicated that along with the previous conditions proposed at the October 1st hearing, two conditions were added to require completion of the fencing and repair

as deemed needed, and to require that the applicant plant wax myrtles along the southern property line to supplement the existing vegetation.

The applicant indicated their agreement with the conditions, and indicated that due to scheduling difficulties they were unable to get together with their neighbors. They indicated that in the past, they had issues with some of the Church's administrators, but that there had been a change, and they were making positive changes.

The BZA asked why they had not made any improvements to the site, such as repairing the fence since the last meeting. The applicant indicated that they were waiting on a final decision to determine what would be required. The BZA felt that they could have taken some initiative.

One person in the audience spoke in favor of the request, noting that they were a member of the Church, and that they were certain that the Church would comply with all requirements. One member of the audience spoke in opposition, noting that they were a resident of the community to the south of the Church and that the Church had a history of making promises that they did not fulfill. They indicated that a petition had been signed by 22 of the 34 homeowners in the community requesting that the application be denied, as they did not believe that the use of the property should be intensified given current issues with traffic, noise and crime.

The Board discussed the matter, and concluded that it could not find that the use met the requirements of compatibility with the surrounding area, and that the applicant could sufficiently demonstrate that they would prevent all negative impacts from the use. A motion was made and seconded to deny the application based on the above findings. The motion to deny was unanimously approved.

BZA HEARING DECISION:

A motion was made by Deborah Moskowitz, seconded by Gregory A. Jackson and unanimously carried to deny the Special Exception request in that the Board finds it did not meet the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does adversely affect general public interest (unanimous). (7-0)

CENTRO CRISTIANO RESTAURACION
SE-15-10-089

REQUEST: Special Exception in the R-1 zoning district to permit a day care for up to 60 children, ages infant to 5 years old, to be located within an existing religious use building.
(Note: There will be no exterior construction associated with this application).

ADDRESS: 1600 N Chickasaw Trail, Orlando, FL 32825

LOCATION: West side of N. Chickasaw Tr., approximately 950 ft. south of E. Colonial Dr.

S-T-R: 23-22-30

TRACT SIZE: 5.45 acres

DISTRICT#: 3

LEGAL: S1/2 OF S1/2 OF NE1/4 OF NE1/4 OF SEC 23-22-30 LYING E OF CANAL R/W (LESS E 50 FT THEREOF)

PARCEL ID: 23-22-30-0000-00-090

NO. OF 72

NOTICES:

DECISION: **DENIED** the Special Exception request in that the Board finds it did not meet the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does adversely affect general public interest (unanimous)(7-0).

SYNOPSIS: The applicant is requesting approval of a Special Exception for a day care center with up to sixty (60) children in the R-1 zoning district, in conjunction with an existing religious institution. This case was continued from the October 1, 2015 BZA meeting to allow the applicant an opportunity to meet with neighbors to attempt to resolve some outstanding issues, and to permit staff to determine if all conditions from the 1998 approval of the Special Exception for the expansion of the church had been met.

Staff explained that its research showed that two conditions of the 1998 approval remained either partially or completely unmet. The applicant was to maintain a fence along the south property line. There were portions of the fence requiring repair, and it appeared that approximately fifty (50) feet of the fence out to Chickasaw Trail had never been installed. Staff indicated that along with the previous conditions proposed at the October 1st hearing, two (2) conditions were added to require completion of the fencing and repair as deemed needed, and to require that the applicant plant wax myrtles along the southern property line to supplement the existing vegetation.

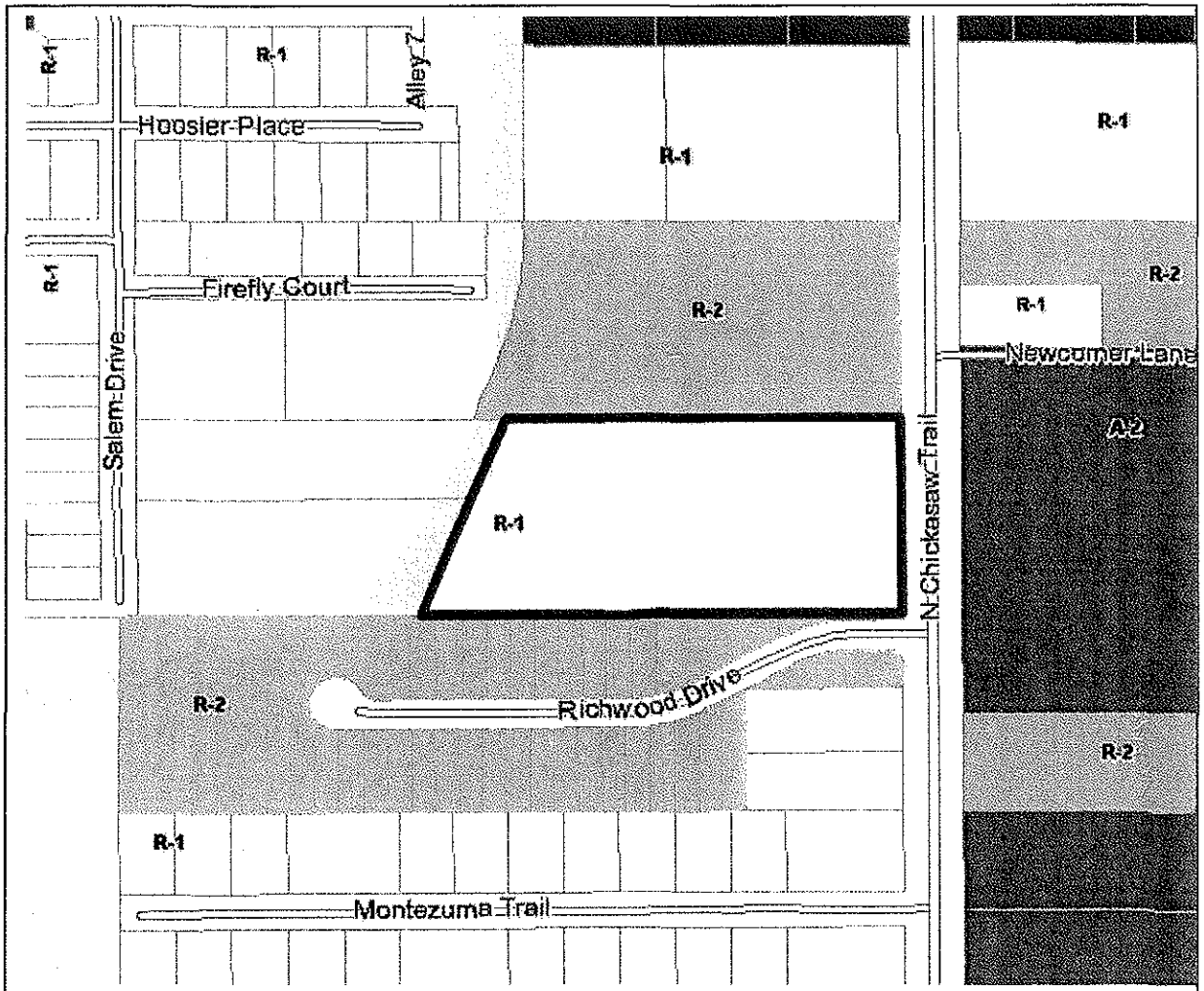
The applicant indicated their agreement with the conditions, and indicated that due to scheduling difficulties they were unable to get together with their neighbors. The applicant

also indicated that in the past, they had issues with some of the Church's administrators, but that there had been a change, and they were making positive changes.

The BZA asked why the applicant had not made any improvements to the site, such as, repairing the fence since the last meeting. The applicant indicated that they were waiting on a final decision to determine what would be required. The BZA felt that the applicant could have taken some initiative.

One person in the audience spoke in favor of the request, noting that they were a member of the Church, and that they were certain that the Church would comply with all requirements. One member of the audience spoke in opposition, noting that they were a resident of the community to the south of the Church and that the Church had a history of making promises that they did not fulfill. The resident indicated that a petition had been signed by twenty-two (22) of the thirty-four (34) homeowners in the community requesting that the application be denied, as they did not believe that the use of the property should be intensified given current issues with traffic, noise, and crime.

The Board discussed the matter, and concluded that it could not find that the use met the requirements of compatibility with the surrounding area, and that the applicant could sufficiently demonstrate that they would prevent all negative impacts from the use. A motion was made and seconded to deny the application based on the above findings. The motion to deny was unanimously approved.



Applicant: Centro Cristiano Restauracion, Inc.

BZA Number: SE-15-10-089

BZA Date: 11/05/2015

District: 3

Sec/Twn/Rge: 23-22-30-NE-A

Tract Size: 5.45 acres

Address: 1600 N Chickasaw Trail, Orlando, FL 32825

Location: West side of N. Chickasaw Tr., approximately 950 ft. south of E. Colonial Dr.



August 3, 2015

Board of Zoning Adjustment (BZA)
Orange County Zoning Division
201 S. Rosalind Ave. Post Office Box 2687
Orlando, FL 32802-2687

Re: Application for Special Exception, Centro Cristiano Restauracion, Inc. (CCR) New Day Care Center

This application is submitted to Board of Zoning Adjustment (BZA) for consideration and approval of a new day care center at the existing facilities in Centro Cristiano Restauracion (Restoration Christian Center) located at 1600 N. Chickasaw Trail, Orlando, Florida 32825.

The church, Centro Cristiano Restauracion, has been serving the East Orange County community for over 20 years. With over 1200 members and weekly attendees our congregation has established various ministries that serve the community in many different ways. As part of our continued commitment to serve our community, we are embarking on starting a day care center in our existing facilities.

There are 3 existing structures on our property; 1). An administration building which contains the administrative and pastoral offices, 2). A fellowship hall which is used for the youth ministry as well as special events and activities, 3). A two (2) story temple building which houses our sanctuary, several children ministry classrooms, a bookstore, and a prayer room on the first floor, and a media and recording center, and the rest of the children's ministry classrooms on the second floor. There are a total of fifteen (15) children's ministry classrooms in the building.

We are proposing to establish a day care center thereby utilizing our existing facilities and classrooms. The name of the new day care center will be, "Bridge Academy". The day care center will open with registration for approximately sixty (60) children within the ages infant to 5 years old. The faculty and staff will consist of the director, an administration assistant, five to six teachers, a custodian, and a full time security officer. The hours of operation shall be from 6:00 a.m. to 6:00 p.m. including morning and afternoon extended care. (Please see the floor plan attached.)

At our property we also have an outdoor children's playground. The playground is completely fenced in and will be used for daily play and recreational activities. Our premises have a six (6) foot chainlink fence on the North, West and South property boundaries. It has two (2) main entrances on the East, parallel to road Chickasaw Trail. (Please see the Civil Site Plan attached).

We would greatly appreciate all your efforts and support to accomplish this mission.

Thank you,

Pastor Myriam Saldana, Senior Pastor

1600 North Chickasaw Trail, Orlando, FL 32825 (407) 382-2056 Main (407) 384-1412 Fax

8. CENTRO CRISTIANO RESTAURACION

REQUEST: In R-1 zone to renew Special Exception for church use granted by the Board of Zoning Adjustment May 2, 1996, to include Variance for unpaved parking in lieu of paved and modification to approved site plan for increase in amount and size of buildings, recreational use and parking facilities.

LOCATION: The site is located on west side of Chickasaw Trail, 900 ft. south of East Colonial Drive or 1600 North Chickasaw Trail.

(NE 1/4 of NE 1/4 23-22-30 Tract Size: 6 acres
District #3)

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 30-43(2)(d), 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)(g) have been met; further, said Special Exception and Variance approvals are subject to the following conditions: (unanimous)

1. Development in accordance with site plan dated May 20, 1998, and all other applicable regulations;
2. Permits shall be obtained within two (2) years;
3. Parking spaces may be unpaved. All driving aisles shall be paved;
4. Any proposed expansion of the site/use shall be subject to the Zoning Manager's approval;
5. The existing board-on-board fence along the south property line shall be properly maintained. Replacement fencing and/or repairs may be required as determined by the Zoning Manager;
6. The applicant shall install evergreen trees 12-14 feet in height and 20 feet on-center along the south property line. Tree planting locations and the balance of the site shall be landscaped in accordance with site plan dated May 20, 1998. All landscaping materials shall be properly maintained to ensure good health and viability;
7. The existing vegetation along the south property line shall be preserved;
8. No outdoor sound devices;
9. All outdoor lighting shall be directed downward and away from the residences to the south;
10. Access and drainage shall be subject to the County Engineer.

SYNOPSIS: The site received BZA approval for church use on May 2, 1996. They are now attempting to expand the church use approval by erecting a larger sanctuary and a fellowship hall. The applicant has constructed a 6-foot high wooden fence along the rear yards of the adjacent residential lots. In addition, there are four (4) other churches in the immediate area. Further, the applicant is providing a significant landscape buffer along the south property line to supplement the wooden fence.

BOARD OF ZONING ADJUSTMENT
PUBLIC HEARING AGENDA SYNOPSIS
July 2, 1998

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Staff advised the BZA that the proposal exceeded the requirements they have imposed on other churches in the past and the request complies with the Special Exception criteria.

There was no public opposition at the hearing. Staff received three (3) commentaries in favor and two (2) opposed.

Note: The Staff Report, a map of the subject property and neighborhood and site plan are located on Pages 56 through 61.

Rocco Rebrini
7/2/98

BOARD OF ZONING ADJUSTMENT
PUBLIC HEARING AGENDA SYNOPSIS
July 2, 1998

-9-

AUG 12 2015

Zoning Division

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STAFF REPORT
CASE #SE-15-10-089
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
November 5, 2015
Commission District: 3

GENERAL INFORMATION:

APPLICANT: Centro Cristiano Restauracion, Inc.

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in the R-1 zoning district to permit a day care for up to 60 children, ages infant to 5 years old, to be located within an existing religious use building.

(Note: There will be no exterior construction associated with this application).

LOCATION: West side of N. Chickasaw Tr., approximately 950 ft. south of E. Colonial Dr.

PROPERTY ADDRESS: 1600 N Chickasaw Trl.

PARCEL ID: 23-22-30-0000-00-090

TRACT SIZE: 5.45 acres

DISTRICT #: 3

ZONING: R-1

EXISTING USE(S): Religious Institution

PROPOSED USE(S): Day Care

SURROUNDING USES: N – Single Family Residence
S – Single Family Residences
E – Religious Institution
W - Little Econlockatchee River

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting approval of a Special Exception to permit the existing religious use to establish a day care center for up to sixty (60) children. The new day care will be known as the Bridge Academy. The church will use existing classrooms in its sanctuary for the day care. There will be no new construction required for this use.
2. The applicant is proposing to set hours of operation between 6:00 a.m. and 6:00p.m. However, staff is recommending that, if approved, the hours of operation be extended to 7:00 p.m. This will avoid compliance issues when parents are running late.
3. As a result of existing youth ministries, there is already an existing fenced playground facility for use by the day care attendees.
4. The site is nearly 5.5 acres in size. Since most day cares only allow half of their attendees out at any one time, there will be minimal impacts from the play area.
5. The closest property to where the children will play is currently vacant. At such a time as it is developed, the day care would be in operation, and visible to anyone wishing to purchase a home on the vacant site.
6. During the BZA's October 1st hearing on this application, several residents from the community to the south spoke in opposition to the request, noting that there were issues involving noise, and that several of the conditions of the Special Exception approved for the church were not being complied with. As a result of this information, the BZA chose to continue the application to allow staff to research what conditions were attached to the prior approval; to determine if there are any outstanding conditions; and, to give the applicant an opportunity to try to meet with the neighbors and work out issues such as noise.
7. Staff researched the July 2, 1998 BZA hearing, where the expansion of the church was approved. The approval came with ten (10) conditions contained in the support materials to this report after the cover letter. Staff revisited the site after the October 1st continuance and found that two (2) conditions appear to require addressing as follows:
 - Condition #5 states: "The existing board-on-board fence along the south property line shall be properly maintained. Replacement fencing and/or repairs may be required as determined by the Zoning Manager." The fence is still present from the west property line to a point approximately fifty (50) feet from the east property line along Chickasaw Trail. The fence is showing signs of deterioration in some

areas, being held up in some places by bracing. Some panels are also showing signs of rot. The fence should be completed up to the eastern property line, six (6) feet in height up to the front setback line and four (4) feet in height from that point east. The remainder should be repaired or replaced as needed.

- Condition #6 states: "The applicant shall install evergreen trees between twelve to fourteen (12-14) feet in height, twenty (20) feet on-center along the south property line. Tree planting locations and the balance of the site shall be landscaped in accordance with the site plan dated May 20, 1998. All landscaping materials shall be properly maintained to ensure good health and viability." No evergreen trees appear to have ever been planted. However, there are a significant number of oak trees in the fifteen (15) year old range growing along the fence on the churches side, and also on the neighbors' side of the fence. Were evergreens to be planted at this point, they would likely not survive due to the canopy of the existing oaks. There would be insufficient sunlight to support them. In addition, the oaks have a tendency to die back when another tree touches their canopy. What pines do survive would ultimately grow up into the oaks' canopy and cause this dieback. Towards the western edge of the site, there are areas where some type of understory planting could be placed between the parking spaces and the fence which may supplement the trees, such as wax myrtle which can grow in shaded conditions, and can attain a lower height than the oak canopy when mature. Plants in three (3) gallon containers will be relatively inexpensive and will grow relatively fast.

8. Since the above are already conditions of a prior approval, the applicant is technically in violation of conditions of approval. Both of the above conditions can be attached to the current application with a definitive date for implementation and completion. Failure to complete would be treated as a code violation subject to action by the Code Enforcement Board.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated August 12, 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. The day care shall be capped at no more than sixty (60) students. Any expansion beyond this capacity shall require approval of the BZA;
4. The applicant shall obtain a use permit within three (3) years or this approval shall be null and void;
5. Hours of operation shall be 6:00 a.m. to 7:00 p.m., Monday through Saturday;
6. The applicant shall plant wax myrtle trees in three (3) gallon size containers along the fence from a point beginning at the storm water management pond extending east to supplement the oak trees. The plants shall be spaced an average of fifteen (15) feet on-center with modification of spacing where the on-site oaks are closer together. Planting shall be completed within 180 days of final County action;
7. The applicant shall effect repairs to the existing sections of the six (6) feet tall fence. The six (6) feet tall fence will be continued eastward to a point twenty-five (25) feet from the east property line, then four (4) feet in height from that point to the east property line. Permits shall be applied for within ninety (90) days of final County action, and must be completed within ninety (90) days of issuance of the fence permit; and,
8. Any complaints regarding sound and noise shall be regulated by Chapter 15, Orange County Code "Noise Pollution Control Ordinance", shall be resolved through code enforcement action and the Code Enforcement Board, and does not require BZA resolution.

cc: George Pluguez for Centro Cristiano Restauracion, Inc.



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>

Public Hearing

MEMORANDUM

TO: Mayor Teresa Jacobs
and
County Commissioners

FROM: Jeffrey J. Newton, County Attorney
Lila I. McHenry, Senior Assistant County Attorney
Contact: (407) 836-7320

DATE: February 1, 2016

RE: **Public Hearing for Board Meeting on February 9, 2016**
An Ordinance of the Board of County Commissioners of Orange County,
Florida, Pertaining to Orange County's Research and Development
Authority Amending Article V of Chapter 2 of the Orange County Code
Section 2-174, and providing for an effective date

I. EXPLANATION & SUMMARY:

The Orange County Research and Development Authority (the "Authority") was established by the Board in 1980 pursuant to authority granted in Chapter 159, Florida Statutes. Currently, as a result of the dual office-holding prohibition, the Authority has two County Commissioners serving in a non-voting capacity on the nine-member Authority. Outside counsel to the Authority has requested that the role of the two Commissioners be changed from non-voting members to non-voting advisors.

Chapter 159 requires that a majority of the members of the Authority constitutes a quorum and that the "*affirmative vote of a majority of the members present*" at any meeting is necessary for any action taken by the Authority. Having two non-voting members attend Authority meetings has resulted in a need for supermajority votes by the remaining voting members in order to pass any board action. The MMRB approved outside counsel's request and recommended that the two County commissioner slots be changed to non-voting advisor positions.

February 1, 2016

Re: Public Hearing (February 9, 2016)

Ordinance Pertaining to Orange County's Research and Development Authority Amending Article V of Chapter 2 of the Orange County Code Section 2-174

Page 2

II. ACTION REQUESTED:

Approval of an Ordinance of the Board Of County Commissioners of Orange County, Florida, Pertaining to Orange County's Research and Development Authority; Amending Article V of Chapter 2 of the Orange County Code Section 2-174 Relating To Membership To Include Changing the Status of County Commissioner Members of the Authority from Ex-Officio, Non-Voting Members and Allowing the Board to Appoint One or More County Commissioners as Ex-Officio, Non-Voting Advisors to the Authority; Changing the Number of Members of the Authority from Nine to Seven Members; and Providing An Effective Date.

Attachment

c: Ajit Lalchandani, County Administrator
Michael A. Ryan, Esquire, Lowndes Drosdick Doster Kantor & Reed, P.A.
Fred Winterkamp, Manager, Fiscal and Business Services Division

S:/Imchenry/ordinanceresolution/ResearchDevAuthority/AgendaMemos/MemotoMayor&BCC_PH_Research&DevAuthorityOrd

ORDINANCE NO. 2016-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, PERTAINING TO ORANGE COUNTY'S RESEARCH AND DEVELOPMENT AUTHORITY; AMENDING ARTICLE V OF CHAPTER 2 OF THE ORANGE COUNTY CODE SECTION 2-174 RELATING TO MEMBERSHIP TO INCLUDE CHANGING THE STATUS OF COUNTY COMMISSIONER MEMBERS OF THE AUTHORITY FROM EX-OFFICIO, NON-VOTING MEMBERS AND ALLOWING THE BOARD TO APPOINT ONE OR MORE COUNTY COMMISSIONERS AS EX-OFFICIO, NON-VOTING ADVISORS TO THE AUTHORITY; CHANGING THE NUMBER OF MEMBERS OF THE AUTHORITY FROM NINE TO SEVEN MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 25, 1980, the Board of County Commissioners ("Board") adopted Ordinance No. 80-13 which created the Orange County Research and Development Authority ("Authority") and identified the Authority's five initial members; and

WHEREAS, on November 14, 1988, the Board adopted Ordinance No. 88-16 which deleted the references to the five specific initial board members and established that the Authority shall have seven (7) members, six (6) members to be appointed by the Board and the seventh, an ex-officio member, to be the President of the University of Central Florida or the President's designee; and

WHEREAS, on July 13, 1993, the Board adopted Ordinance No. 93-17 which amended Section 2-174 of the Orange County Code, which pertains to Authority membership, by increasing the number of members to nine (9); and

WHEREAS, on August 30, 2011, the Board adopted Ordinance No. 2011-10 which amended Section 2-174 of the Orange County Code, which pertains to Authority membership, by providing that two (2) of the Authority members shall be the District 4 Orange County Commissioner and the District 5 Orange County Commissioner as ex officio, non-voting members appointed by the Board; and

WHEREAS, the Board now intends to amend Section 2-174 to change the status of the County Commissioner members of the Authority from ex-officio, non-voting members, and thereby reduce the number of Authority members from nine to seven members, while allowing the

Board to appoint one or more County Commissioners as ex officio non-voting advisors to the Authority.

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

Section 1. Section 2-174, "Membership," codified under Article V, Division 3, of the Orange County Code, is amended to read as follows, with underlines showing additions and strike-throughs showing deletions:

Sec. 2-174. Membership.

(a) The county research and development authority shall be composed of seven (7) ~~nine (9)~~ members. Six (6) of the members shall be appointed by the board of county commissioners; ~~two (2) of the members shall be ex-officio, non-voting and appointed by the board of county commissioners and the ninth, and the seventh~~ member shall be, ex-officio, the president of the University of Central Florida or the president's designee.

(b) One (1) of the members appointed by the board of county commissioners shall be designated as a "university representative." The university representative to the authority shall be appointed by the board of county commissioners after soliciting from the president of the University of Central Florida not less than three (3) nominations for the position of university representative to the authority. ~~The two (2) ex-officio, non-voting members appointed by the board of county commissioners shall be the "District 4, Orange County Commissioner" and the "District 5, Orange County Commissioner."~~ The appointments by the board of county commissioners of the university representative ~~and the two (2) county commissioners~~ shall be exempt from the provision of Ordinance No. 91-21 [Article VI of this chapter] regarding qualifications and requirements for membership on an advisory board.

(c) The terms, qualifications, powers and duties of these members shall be as provided in F.S. ch. 159, pt. V (F.S. § 159.701 et seq.), as amended from time to time. New appointments or reappointments shall take place as provided by general law.

(d) The board of county commissioners may appoint one or

86
88

more county commissioners to serve as non-voting advisors to the
county research and development authority and representatives of
the board of county commissioners to that authority.

Section 2. Effective Date. This ordinance shall become effective pursuant to general law.

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